

Aug 31, 1975

AGREEMENT BETWEEN
THE DEARBORN BOARD OF EDUCATION
AND THE
DEARBORN SCHOOL EMPLOYEES
INDEPENDENT UNION

1973-1975

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

*Dearborn Schools Employees
Independent Union
5880 Chase Rd.
Dearborn, Mich. 48126*

Dearborn Public Schools
4824 Lois Avenue
Dearborn, Michigan
48126

Dearborn, Mich.

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AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN
AND THE DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION

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THIS AGREEMENT is made and entered into on this 8th day of October 1973, and is effective as of October 8, 1973, by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN, hereinafter referred to as the Employer, and the DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION, hereinafter referred to as the Union.

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PURPOSE AND INTENT

A sound educational program as affects the best interests of the children of the community is a primary objective. The Employer and the Union mutually agree to provide the best possible education for the children of the school district. To this end, the Employer and the Union dedicate their efforts.

The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Employer and employees.

The Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, grievance procedure or other conditions of employment, for the term of this Agreement, of all employees of the Employer included in the following bargaining unit:

All full-time and regular part-time maintenance and operation, clerical, transportation and food service employees, including those listed on Schedule A hereof, and excluding supervisors, administrators, guards, foremen, secretary to the Superintendent, secretary to the President of HFCC, secretary to the Associate Superintendent, Educational Services; secretary to the Associate Superintendent, Administrative Services; secretary to the Director, Business and Auxiliary Services; secretary to the Director, Personnel Services; Manager, Business; Manager, Maintenance and Operations; Supervisor of Food Services; Purchasing Agent; Supervisor of Computer Services; Data Processing Operations Supervisor; Analyst/Programmer; Computer Programmer; Supervisor of Transportation; Office Manager (Business), Office Manager (HFCC), Supervisor of Operations, Buyer, Noon Hour Supervisors, Bookstore Manager (HFCC).

Subject to the provisions of applicable law, the Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said employees, individually or collectively, which in any way affects wages, hours or working conditions of said employees, or any individual employee.

Full-time employee is defined as an employee who regularly works or is paid for at least 40 hours per week, other than students or temporary help.

Employees on a 7-day operation who average 40 hours a week or more will be considered full-time employees.

Regular part-time employee is defined as an employee who works regularly and who works less than 40 hours per week, other than students and temporary help.

Students and temporary help shall not be considered full time employees or regular part time employees, provided, however, when temporary help fulfill the requirements that a new probationary employee must fill to become a regular employee, temporary help shall be considered to be regular employees. Temporary help assigned to a position held for an employee who is on paid sick leave or who is on an approved absence in accordance with paragraph 23I of Article XXIII shall not accumulate time towards the fulfillment of probationary requirements. Temporary employees may, upon written request, postpone attainment of regular status.

Student help and temporary help shall not be assigned to any of the skilled classifications A, B or C unless there are no other employees within the bargaining unit who can do work in such classification.

ARTICLE II - UNION SECURITY

To the extent that the laws of the State of Michigan permit, it is agreed that:

2A. Employees covered by this Agreement shall be required as a condition of employment (i) to remain members of the Union in good standing, (ii) to pay an amount equivalent to monthly Union dues to the Union, or (iii) to contribute an amount equal to monthly Union dues to be deducted from their pay to be used to establish a scholarship fund at Henry Ford Community College. Said scholarship fund shall be administered by Henry Ford Community College who shall pick the recipient or recipients thereof, provided only (1) the recipient shall be a son or daughter, including adopted children, of a then employee in the bargaining unit, (2) application must be timely made as for any other scholarship. Nothing in this paragraph shall prohibit an employee who has elected (i) above to at a later date elect (ii) or (iii) above, or vice versa.

2B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continuing employment to become a member of the Union or to pay Union dues or to contribute to the scholarship fund as set forth in subparagraph 2 A above within ten (10) days after the 30th day following the beginning of their employment.

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- 2C. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be a member of the Union in good standing for the provisions of this Article.
- 2D. Any employee who does not tender either the periodic union dues to the Union or contribute an amount equal to monthly union dues to be deducted from his pay to the scholarship fund shall not be retained in the bargaining unit and his employment with Employer will be terminated. No employee shall be terminated under this Article, however, unless:
1. The Union first has notified him by letter addressed to his last known address concerning such delinquency and warning him that unless such delinquency is corrected within seven (7) days he will be reported to the Employer for termination from employment as provided herein.
 2. The Union has furnished the Employer with written proof that the foregoing procedure has been followed but the employee has not complied and on this basis the Union has requested that he be discharged.
 3. The employee will be discharged forthwith upon receipt of the notice specified in the above subparagraph 2 D 2 unless the Employer has proof that the employee has complied with this Article.
- 2E. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section of the Agreement.

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ARTICLE III - CHECK OFF

- 3A. Employees who wish to do so may sign and deliver to the Business Office of Employer an assignment authorizing deduction of membership dues and initiation fees of the Union by the Employer in the form hereinafter set forth:

"Authorization for Check-Off Dues

TO: THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN

I hereby assign to the DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION, from any wages earned or to be earned by me as your employee (in my present or in any future employment by you) such sums as the FINANCIAL OFFICER of the DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sums as may be established from time to time by said Union in accordance with the constitution of said Union, but not less than \$5.00 monthly. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable until August 10, 1974. It shall be revocable between August 10, 1974 and August 31, 1974, or between August 10, 1975, and August 31, 1975, by written notice to the Employer and the Union. I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each, unless written notice is given by me to the Employer and the Union, between August 10th and August 31st, inclusive, of each successive year.

<hr/>		<hr/>	
Signature of Employee		Address of Employee	
<hr/>		<hr/>	
Type or print name of Employee		City	State
<hr/>		<hr/>	
Date of Sign.	Emp. No.	Social Security No."	

The Employer, in its sole discretion, may accept any other form of authorization which is satisfactory to Employer and Union.

- 3B. The Employer will deduct current membership dues from the pay of employees furnishing such authorization for the first pay period ending in the calendar month. If the employee has no pay coming for such first pay period, such dues shall be deducted from his pay for the first pay period ending the following month. The initial deduction from the pay of an employee signing a new authorization shall be from the first pay period of the month following the date of his authorization, except that no deduction shall be made from the first pay received by new employees.
- 3C. All sums deducted shall be remitted to the treasurer of the Union no later than the Tuesday after the first pay of the month in which such deductions are made, the same to be by them allocated and distributed in accordance with the constitution, laws and regulations of the Union.
- 3D. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and by-laws, refunds to the employee will be made by the Union.
- 3E. Each remittance shall be accompanied by a statement giving a list in duplicate of the employees for whom:
1. Regular deductions were made;
 2. Initial deductions were made;
 3. No deductions were made, due to insufficient earnings;
 4. Past due deductions were made;
 5. No deductions were made because the employee revoked authorization;

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- 6. No deductions were made because the employee was transferred to a job outside the bargaining unit;
 - 7. No deductions were made because the employment of the employee was terminated;
 - 8. Deductions were made for the scholarship fund;
 - 9. No deductions were made because the employee is on a Leave of Absence.

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- 3F. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article of this Agreement.

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ARTICLE IV - GRIEVANCE PROCEDURE

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- 4A. A grievance is a complaint by an employee in the bargaining unit and/or the Union concerning any alleged violation of this Agreement.

The employee will first discuss the grievance with his supervisor on an informal basis. The employee may be accompanied by the Union representative.
 - 4B. If the matter is not resolved, all grievances will be handled in the following manner:

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Step 1 - Within fifteen (15) working days of the occurrence of the facts on which the grievance is based, the employee will file a written grievance on the grievance form with his supervisor, with copies to the Union and the Personnel Office. The supervisor will give written reply within five (5) working days with copies to the Union and the Personnel Office.

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Step 2 - Within fifteen (15) working days after delivery of the supervisor's decision, the grievance may be appealed to the Superintendent. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. Within fifteen (15) working days after delivery of the appeal, the Superintendent or his representative shall investigate the grievance and shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee, and to the Union. As part of his investigation, the Superintendent or his representative shall give the person or persons who presented the grievance at Step 1 a hearing in the presence of the Union representative.

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Step 3 - Within ten (10) working days after delivery of the Superintendent's decision, the grievance may be appealed to the Board of Education by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. The Board of Education shall have thirty (30) working days to set and hold a hearing after receipt of the written grievance and request for hearing. If possible, the hearing will be scheduled for the next regular meeting or special

meeting of the Board of Education. The Board of Education shall render its decision in writing, together with the supporting reasons, within thirty-five (35) working days after delivery of the appeal. It is understood that, following the decision of the Board of Education at Step 3, the Union reserves its right to utilize the procedures of the Michigan Employment Relations Commission as provided by statute.

Step 4 - If the Union is dissatisfied with the decision of the Board of Education, the Union may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President of the Board of Education and the American Arbitration Association within ten (10) working days after the Union's receipt of the decision of the Board of Education. The arbitrator shall be selected from the rolls of the American Arbitration Association and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Union. The arbitrator shall confine his decision to the sole question of whether or not there has been a violation of this Agreement and, if he finds a violation, the appropriate relief.

The arbitrator's award shall be final and binding on the Board and the Union and any employees involved unless the Board of Education, by vote of at least two-thirds (2/3rds) of its members taken within fifteen (15) working days after receipt of the arbitrator's decision, shall elect to treat the award as advisory rather than final or binding. In such event the award shall not be final and binding but shall be advisory only.

- 4C. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step 2. If a grievance arises from the alleged action of authority higher than the supervisor, the grievance may be originally presented at Step 2. The grievance must be presented within fifteen (15) working days of the occurrence of the facts on which the grievance is based.
- 4D. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given; provided, however, that if the decision is not made and communicated to the employee and the Union within the time limits in Step 3 of the grievance procedure, the grievance will be decided in favor of the employee and the Union; for this purpose any notice postmarked within the time limits and mailed to the employee and the Union at its last known address shall be within the time limits; further, in connection with a union grievance, no employee need be notified.
- 4E. 1. Failure to commence to process the grievance within the time limits set forth above shall bar the grievance.
2. Failure to appeal a decision to the next step within the time limits set forth above shall constitute acceptance of the last written decision and shall bar future action on that particular grievance.

- 1 4F. Any individual employee may present a grievance and have the grievance
2 adjusted without intervention of the Union if the adjustment is not
3 inconsistent with the terms of this Agreement, providing the Union has
4 been given an opportunity to be present at such adjustment at all steps.
5
- 6 4G. A Union representative may be present at all steps of the grievance
7 procedure. In the event a Union representative is not present or does
8 not consent to the resolution of the grievance, any settlement shall not
9 be used by either party in any other grievance or arbitration proceeding.
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- 11 4H. Any agreement reached through the grievance procedure will be implemented
12 promptly.
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15 ARTICLE V - GRIEVANCE PROCEDURE IN DISCHARGE CASES
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- 17 5A. Where an employee is discharged or suspended, the employee and the Union
18 shall be promptly notified thereof in writing by the Employer.
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- 20 5B. If the employee or the Union wishes to file a grievance in connection
21 with such discharge or suspension, they may use the grievance procedure
22 set forth in Article IV hereof, with the following exceptions:
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- 25 1. The grievance shall be submitted in writing to the Superintendent
26 directly and the processing of such grievance shall be commenced
27 at Step 3.
28
 - 29 2. The grievance must be presented within fifteen (15) days of the
30 date on which the employee was discharged, or fifteen (15) days
31 after notification has been sent to the Union, whichever date is
32 later.
33
- 34 5C. In discharge or suspension cases only, appeal of the decision at Step
35 4 of the Grievance Procedure may be made by the employee and/or the
36 Union to the American Arbitration Association, provided such appeal
37 is made within thirty (30) days after delivery of the decision at
38 Step 4. The arbitrator shall be selected, and the arbitration shall
39 be conducted, under the rules of the American Arbitration Association.
40 The fees and expenses of the arbitrator and of the American
41 Arbitration Association shall be shared equally by the Employer and
42 the Union or by the Employer and the employee if the employee is not
43 represented by the Union. The decision of the arbitrator shall be
44 final and binding upon the employee involved and upon the parties to
45 this Agreement and judgment thereon may be entered in any court hav-
46 ing jurisdiction. The arbitrator shall confine his opinion to the
47 sole question of whether the discharge or suspension was unjust or
48 improper.
49
- 50 5D. Any employee who is reinstated after discharge or suspension which
51 has been adjudged to have been unjust or improper, will be returned
52 to work on his regular job without loss of his seniority rights and
53 with full back pay less deduction of other earnings for the period
54 in question from employment pursued in place of his employment with
55 Employer, unless Employer and Union agree otherwise or arbitrator
56 decides otherwise.

ARTICLE VI - SENIORITY

6A. Probationary Employees:

1. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. The sixty (60) working day probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank from the day sixty (60) working days prior to the day he completed the probationary period. There shall be no seniority among probationary employees. The sixty (60) working day period may be extended for any absences during that period, by the amount of said absences.
2. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment as set forth in Article I of this Agreement. The Employer shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance.

6B. General Provisions:

1. Seniority shall be by classification, which classifications are set forth in Schedule A.
2. a. Separate seniority lists will be kept for regular full-time employees and regular part-time employees.
- b. Seniority lists for Food Service employees will be kept by classification without regard to full or part-time status.
- c. Seniority lists for Instructional Aides will be kept by major classification without regard to full or part-time status.
- d. Temporary employees and substitute employees shall become entitled to the benefits under this contract when such temporary employees or substitute employees become regular employees or regular part-time employees. Further, the seniority date of said employees shall start from the date that said employees become full-time or regular part-time employees.
- e. When ranking non-instructional employees in seniority order, if two or more employees have the same seniority date, they shall be ranked by the last four digits of their respective social security numbers, the one with the higher number being given higher seniority rank.

For example:

	<u>Seniority Date</u>	<u>Social Security Number</u>
Employee 1	9-1-59	367-20-6500
Employee 2	9-1-59	558-30-5999
Employee 3	10-1-60	678-90-9234
Employee 4	10-1-60	487-65-7233
Employee 5	10-1-60	999-99-0999

1 For those members of the DSEIU unit who joined the unit as a
 2 consequence of the annexation of the Fairlane District, in the
 3 event of a tie in seniority within their numbers, the tie-breaker
 4 will be the length of service in the Fairlane District before
 5 annexation.
 6

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 8 3. Any employee promoted to a higher paying classification shall have
 9 his seniority in the new classification commence as of the date of
 10 such transfer to said classification, but shall retain and accumu-
 11 late all seniority in the classification from which he was transferred.
 12
 13 4. If an employee moves from a full-time position to a part-time position,
 14 or vice versa, the employee does not lose the previously held senior-
 15 ity and will continue to accumulate seniority in the former status as
 16 service accrues in the new status.

17 For purposes of seniority on the other list, the employee will begin
 18 to accumulate seniority on the other list as of the date of such new
 19 employment.
 20

21 An employee who carries seniority on only one (1) list may not exercise
 22 such seniority against any employee on the other list. An employee
 23 who carries seniority on more than one (1) list may exercise such
 24 seniority on any list against any other employee with seniority on
 25 the same list.
 26

- 27 5. An employee who is absent on approved leave except for Child Care
 28 Leave and Governmental Service Leave shall accumulate seniority in
 29 his classification.
 30
 31 6. An employee not working, but receiving workmen's compensation benefits
 32 for any reason because of his work for Employer, shall accumulate
 33 seniority for the period the employee cannot work and is receiving
 34 such workmen's compensation benefits and shall receive any salary
 35 increases and increments.
 36
 37 7. An employee's seniority shall not be affected or interrupted as a
 38 result of layoffs, injury, illness, leaves of absence as qualified
 39 in VI B 5, or other causes not due to the voluntary act or fault of
 40 the employee. Any employee demoted to a lower paying classification
 41 shall not retain classification seniority in the higher paying
 42 classification, unless demotion was the result of a bumping process.
 43

44 However, the employee's seniority shall be terminated for any of the
 45 following reasons, unless the Employer and the Union, by agreement
 46 in writing, determine otherwise:
 47

- 48 a. He or she voluntarily quits or resigns.
 49
 50 b. He or she is discharged for cause and the discharge is not re-
 51 versed through the grievance procedure.
 52
 53 8. An employee moved into a job outside the bargaining unit will have
 54 his seniority and reinstatement rights frozen as of the time of move-
 55 ment outside the bargaining unit; provided, however, if an employee
 56 moves into another bargaining unit represented by a labor organization,
 57 the employee's seniority and reinstatement rights shall be terminated
 58 as of the time of movement outside the bargaining unit, since it is

agreed that an employee should not have seniority in two bargaining units. It is further agreed that, if any employees, either in the past or in the future, are severed from this bargaining unit into another bargaining unit represented by a labor organization, their seniority and reinstatement rights in this unit shall be terminated as of the time they leave this bargaining unit, since it is agreed that an employee should not have seniority rights in two bargaining units.

9. a. An employee who works on a temporary assignment in a higher classification shall not accumulate seniority in that classification.
- b. If an employee is to be assigned from a given classification (at a particular location if applicable) to a position in any other classification, the junior person in the given classification (at a particular location if applicable) will be so assigned, unless another employee volunteers from the given classification (and location if applicable). If there are more volunteers than needed, the senior volunteer should be assigned.
- c. If it is determined that a member of the bargaining unit should be assigned to perform operational functions in a given building in a position not regularly occupied by a member of the bargaining unit, priority shall be as follows:
 - (1) fireman in given building
 - (2) fireman on layoff
 - (3) fireman trainee with appropriate license
 - (a) in the same building
 - (b) in another building
 - (4) custodian in same building with appropriate license
 - (5) custodian in another building with appropriate license

When priority is the same, classification seniority shall govern.

In case of vacations of a week or longer duration, fireman who indicates an interest in writing by November 29, 1973, for the 1973-74 school year and by September 15, 1974, for the 1974-75 school year that they will substitute in all other buildings, will be given consideration prior to using fireman trainees or below in the above priority list. In other cases of absences, firemen on the substitute list may be given consideration prior to using fireman trainees or below on the above priority list. If a fireman on this list turns down two (2) calls, the fireman shall be removed from the list for the balance of the school year.

Fireman trainees will not be allowed to relieve an engineer or fireman if the trainee has not had a minimum of six (6) weeks' prior training.

1 d. If it is determined that a member of the bargaining unit shall
 2 replace a fireman in a given building, priority shall be as
 3 follows:

- 4
 5 (1) fireman on layoff
 6 (2) fireman trainee with appropriate license
 7 (a) in the same building
 8 (b) in another building
 9 (3) custodian in the same building with appropriate license
 10 (4) custodian in another building with appropriate license
 11

12 When priority is the same, classification seniority shall govern.
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14 e. If it is determined that substitutes or temporary additional
 15 employee(s) will be needed in specific classifications (other
 16 than firemen) above the entry level, such need will be ad-
 17 vertised to members of the bargaining unit, and applications
 18 accepted from those in lower classifications. A list of
 19 qualified applicants will be prepared and maintained. Priority
 20 on the list will be determined by:

- 21
 22 (1) date of entry on the list
 23 (2) system-wide seniority
 24

25 Whenever a substitute or temporary additional employee is needed,
 26 the highest priority person on the list who is available (present
 27 for work and not already assigned in the higher classification)
 28 will be offered the assignment.
 29

30 10. The Employer shall, within sixty (60) days after the signing of
 31 this Agreement, furnish the Union and post on its bulletin board
 32 the seniority schedule containing the name, date of employment,
 33 payroll number and classification of each employee. Revised
 34 schedules shall be furnished the Union by the Employer on its bul-
 35 letin boards every six (6) months during the term of this Agree-
 36 ment. Any appeals from such schedule shall be made within four-
 37 teen (14) regular work days following the date the schedule is
 38 posted by the Employer on its bulletin boards; otherwise, the con-
 39 tents of such schedules shall be considered final. In order to
 40 facilitate the proper administration of this Agreement, the Union
 41 shall be furnished, upon request, information concerning employ-
 42 ment date, classification, and rate of pay of any employee to whom
 43 this Agreement is applicable.
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45 11. Where health reasons demand that an employee change classifications,
 46 he shall be allowed to exercise his seniority and move into the
 47 classification which he has the physical ability and skills and
 48 qualifications to perform provided that either there is a vacancy
 49 (subject to the provisions of the priorities enumerated in 6D2f) or
 50 that he has sufficient seniority to bump a current occupant of said
 51 classification. The administration may request a physical examination
 52 of the employee by a physician of its choosing and at district expense.

6C. Layoff and Recall

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1. When a reduction in force becomes necessary, the Employer shall determine the classifications to be reduced and the number of employees in those classifications to be laid off. Probationary employees within the affected classifications shall be the first to be laid off. The least senior employee in each classification affected shall be the next one to be laid off; provided, the employees remaining in the classification have the qualifications to perform the available work of the classification. If a reduction in force becomes necessary within a classification and at a particular location, the least senior employee in that classification at that location shall be displaced. Any employee thus affected who has sufficient unit-wide seniority to be retained in employment may exercise his seniority to bump any other employee in his classification with less seniority. Should this be impossible, he may bump an employee of lesser seniority in any lower classification, provided he has the ability and capacity to do the work of that classification. When an employee bumps into a new location, the least senior employee in that classification at that location shall be affected. Any employee thus bumped in this process may utilize his seniority to bump in the same fashion insofar as his seniority permits. (In the event his job is again available in the building from which he was transferred, it is mandatory that he return to such job, unless in the interim he was promoted or voluntarily transferred, in which case it is optional.)
 - It is mutually understood that, in respect to the application of VI C 1 the practice will be continued that when, within a major classification, there exist classifications of equal rank for both of which qualifications are closely similar or the same, bumping will be permitted as though they were one classification, respectful of total seniority in either or both classifications.
 - It is further understood that the individual, in order to bump into a specific position, must be qualified to perform the duties required for that position.
 2. When an increase in force is necessary, employees shall be recalled in reverse order of layoff, before any new employees are hired.
 3. When an employee is laid off, he shall be given the opportunity to indicate in writing, by form or letter, his interest in any job within the bargaining unit for which he is qualified. Such a written submission shall be regarded as a bid if a bid situation occurs.
 4. In case of layoff, management will give at least two weeks notice to employees affected and to the union, unless the events that make the layoff necessary are of such a nature as to render inoperative the functioning of the school system or some part thereof and thus preclude such advance notice.

6D. Classifications, transfer, promotion, demotion, bids:

1. Definitions

- a. A classification is any one of the positions listed in Schedule A.
- b. A major classification is a group of one or more related classifications as set forth in Schedule A.
- c. A transfer is a movement of an employee between locations or classifications, including promotions, demotions and transfers within a classification and movements between classifications.
- d. A promotion is a transfer to a higher paying classification.
- e. A demotion is a transfer to a lower paying classification.
- f. A bid classification is a classification wherein vacancies cannot be filled prior to a posted notice, providing employees have first been given an opportunity to fill such vacancies by priorities 1 through 6 through use of the transfer procedure.
- g. A non-bid classification is a classification which is not a bid classification and vacancies therein can be filled without prior posting, and through use of a transfer list. Non-bid classifications are identified in Schedule A (see Note 2).

2. Transfer

- a. Any employee desiring a transfer to or in a non-bid classification will communicate this desire by forwarding a transfer request to the Personnel Office. Such request will be discarded by the Personnel Office on September 1st. Requests dated in August will be deemed to be dated September 2nd. Any employee who lists more than five choices shall, after five refusals of transfers offered, have his/her transfer request voided for the remainder of the year, provided that, in any instance where such transfer request is voided, if the individual experiences a bump the same opportunity for transfer request shall thereupon be restored.
- b. Vacancies in bid classifications which will be attempted to be filled by posting will be posted for a period of five(5) days and such posting will include classification title and a brief description of job duties. Only those employees who submit a bid form during the five (5) day period will be considered for the job and will be permitted to file a grievance against the final selection. Bid forms will not be accepted from employees who are eligible to fill such vacancies through the provisions of 6D1f, unless a new classification is established, or a classification is established at a location where it did not previously exist.

- c. An employee who has not had a non-promotion transfer within one (1) year of the announced date of a vacancy for which he is qualified shall be given preference for non-promotion transfers over other employees who have made such a transfer within one (1) year. Non-probationary employees with less than one (1) year seniority shall be given preference for non-promotion transfers before new employees are hired to fill said vacancies. 1
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- d. Transfer procedure deadlines are established as follows: 9
- (1) The earlier of the following dates will be the deadline for refusing a bid or non-bid transfer: (a) the date transferee is to report to his new position; (b) the date of the transfer notice (flowsheet) which is sent to all parties concerned including the employees affected. 10
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- (2) The earlier of the following dates will be the deadline for submitting a transfer request for a given bid or non-bid vacancy: 17
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- (a) the date the position is vacated; 20
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- (b) the date of the notice (flowsheet) which indicates that the vacancy will occur due to a movement such as resignation, transfer, etc. 23
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- (3) The deadline for submitting bids on a bid vacancy which will be attempted to be filled by posting will be the deadline reflected on the posted bulletin in accordance with 2b above. 27
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- e. Any regularly employed employee who is promoted to a different classification will be required to satisfactorily complete a probationary period of thirty (30) working days to start from the date of such transfer. The thirty (30) working day period may be extended for any absences during that period by the amount of said absences. When such an employee does not satisfactorily complete his probationary period, he reverts back to his previous classification and position on the salary schedule, but the employee shall have no guarantee to go back to his last assignment, but rather shall bump the junior employee in the previous classification held, provided he/she has the seniority to do so. 32
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- f. When new jobs are created or a vacancy occurs in any classification under the Agreement, first consideration shall be given to the employee with the highest priority or, if priorities are the same, to the employee with the most seniority, who has the ability to do the job. 44
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1 Employer can consider people who are not employees only when
 2 there are no bids or transfer requests within the unit or the
 3 bids and transfer requests have been exhausted without finding
 4 an acceptable applicant.

5
 6 Employees shall be on probation as indicated in "e" above, and
 7 during the probationary period employer may determine whether
 8 the employee can do the job, which determination shall be final
 9 and not subject to grievance procedure.

10
 11 All journeymen and licensees in a classification shall be con-
 12 sidered better qualified in that classification than persons
 13 who are not journeymen and not licensees unless they are working
 14 in that classification.

15
 16 Where employees have the qualifications therefor, job vacancies
 17 will be filled in accordance with the following order or prior-
 18 ity:

- 19
 20 (1) Return of 'bumped' employee to shift and location from
 21 which he was bumped if such vacancy occurs within three
 22 (3) years of the time he was originally bumped and if
 23 the employee has a transfer request in the Personnel
 24 Office for that position.
- 25
 26 (2) Any other non-promotion transfer within classification;
 27
 28 (3) Return from layoff in the same classification;
 29
 30 (4) Voluntary demotion within same major classification;
 31
 32 (5) Demotion from any other major classification;
 33
 34 (6) Return from leave in the same classification;
 35
 36 (7) Return from supervisory position or unclassified position
 37 that is not represented by another labor organization;
 38
 39 (8) Promotion within major classification according to rank
 40 of classification;
 41
 42 (9) Return from leave to a higher classification within same
 43 major classification;
 44
 45 (10) Transfer from outside major classification, or return from
 46 layoff;
 47
 48 (11) New hire. A new hire is defined as a person who has not
 49 completed his/her initial probationary period pursuant to
 50 the provisions of Article VI A 1.
 51

52 If persons applying for the vacancy have the same qualifications
 53 and priority and are within priorities (1), (2), (3), (4), (5),
 54 (6), seniority within the classification shall govern. If no
 55 persons applying for the vacancy are in priorities (1), (2),
 56 (3), (4), (5), (6), unit seniority shall govern, assuming
 57 qualifications are equal.

Unsuccessful applicants with a higher priority than, or with the same priority as and more seniority than the person selected will be given specific reasons in writing why he/she was not selected, and only these persons may file grievances. If the person with the highest priority or with the same priority and more seniority is selected, no grievance may be filed by any employee or the Union. The Union will be furnished a copy of all transfer requests and bid requests by the employee and the Union will be furnished with a copy of bid lists for a given vacancy by the Personnel Office. Employer shall advise the Union of its selection for a given vacancy and solicit any comments the Union may have in connection therewith.

- g. When secretarial vacancies are filled, whether promotional or otherwise, they shall be filled by the Employer on the basis of seniority, priority and ability. It is recognized that every assignment within a given secretarial classification does not require the same specific set of abilities. Consequently, it is recognized that any applicant for transfer should be capable of demonstrating the abilities required for the specific position sought. Further, it is recognized that secretarial assignments vary in terms of required contacts with individual administrators, teachers, students and parents and that a harmonious and compatible working relationship is an important element in any working situation. Each applicant interviewed shall be made aware of the specifics of the situation under consideration, and the evaluation during the probationary period of the appointee to that position should include consideration of all of the above-mentioned factors. Where ability is satisfactory the vacancy will be filled on the basis of priority and seniority as set forth in "f" above. All applicants with more priority and, if priority is equal, with more seniority than the applicant chosen, shall be given upon request the reasons, in writing, why said applicant was not chosen. Only persons with a higher priority or with the same priority and higher seniority than the applicant chosen shall be allowed to file a grievance. The probationary period as defined in "e" hereof shall apply to all secretarial transfers whether promotional or otherwise, except there shall be no probationary period for non-promotional transfers from one elementary school to another. Except as modified hereby, all provisions of "f" above shall be applicable.
- h. When vacancies occur in the major classification Bus Driver, preference will be given in a manner which recognizes length of service as a current Substitute Bus Driver or a former Regular Bus Driver. The date an employee is (or was) determined to be qualified as a Substitute Bus Driver will be recorded and used as a seniority date for ranking of applicants for Bus Driver vacancies from the Substitute Bus Driver list. Unit seniority will be used to break such ties as may occur.

1 Every second vacancy in the Grounds classification shall be
 2 filled from the Substitute Bus Driver list or after this list
 3 is exhausted, by persons qualified for both the Bus Driver and
 4 Grounds classifications. Qualified persons in both Bus Driver
 5 Grounds classifications may be assigned in either classification
 6 as need arises. The first vacancy in the Grounds classification
 7 and every second vacancy thereafter shall be filled on the basis
 8 of seniority and the applicant need not be qualified as a Bus
 9 Driver.

- 10
 11 i. Employees who are designated as Relief Managers shall be given
 12 preference over other Food Service Assistants, Cooks, Bakers,
 13 and new hires for all food service manager vacancies.

14 The date on which an employee is (or was) appointed as a Relief
 15 Manager will be recorded and used as a seniority date for ranking
 16 of applicants for food service manager vacancies. Unit seniority
 17 will be used to break such ties as may occur.

- 18
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 20 j. Priority for promotion to open firemen's positions shall be as
 21 follows:

- 22
 23 (1) Employee who has been a regular fireman in the system,
 24 provided said employee notifies Personnel Office in writing
 25 of this fact within 60 days of the date of this contract
 26 and the prior employment is verified by Employer.
 27
 28 (2) Fireman trainees who have completed successfully the fireman
 29 trainee program, in the order of unit seniority.

30
 31 Custodians with appropriate license who declare the license with
 32 the Personnel Office in writing within 60 days of the date of this
 33 contract shall be given priority consideration for openings in
 34 fireman trainee program.
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 37 6E. Involuntary demotion from supervision or unclassified position:
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39 Notwithstanding any other provisions of this agreement to the contrary,
 40 the following provisions shall apply in respect to the involuntary
 41 demotion by Employer, because of layoffs or otherwise, of supervisory
 42 or unclassified persons back into the bargaining unit:
 43

- 44
 45 1. This provision shall only apply to supervisors or unclassified
 46 people not represented by another labor organization. Persons
 47 represented by another labor organization shall have no right
 48 to return to this bargaining unit unless otherwise specifically
 49 agreed to by the Union in writing.
 50
 51 2. Persons involuntarily returned to the bargaining unit from super-
 52 visory or unclassified position shall bump the least senior person
 53 in the classification last held by the returning person prior to
 54 leaving the unit; provided the returning person has more seniority
 55 in that classification than the person being bumped. If the re-
 56 turning person does not have sufficient classification seniority
 57 to bump any person in that category, the returning person may bump
 58 the least senior person in any other classification, provided the
 59 returning person has more classification seniority than the person
 60 to be bumped and provided further that the returning person is
 61 qualified to do the work. Seniority in any higher classification
 shall be counted in determining classification seniority.

3. The person bumped may bump any person with less seniority in any lower classification, provided the returning person has more classification seniority than the person to be bumped, and provided further that the returning person is qualified to do the work. Seniority in any higher classification shall be counted in determining classification seniority. This process shall continue until the person bumped does not have sufficient classification seniority to bump anyone in any lower classification in which he is qualified to do the work.

ARTICLE VII - NEW CLASSIFICATIONS AND RECLASSIFICATION

- 7A. The Employer and the Union will mutually agree on a pay rate for any new classification within the bargaining unit. In the event the parties are unable to agree as to rate of pay for the new classification and/or whether it is within the bargaining unit, such dispute shall be submitted to the grievance procedure contained in this Agreement. The rate established shall be retroactive to the start of the operation.
- 7B. As to reclassification requests, these shall be acted upon by a reclassification committee which shall include a chairman and other members appointed by the Employer and three (3) advisory members designated by the Union:
1. The committee shall meet monthly or as required and act on all requests for reclassification filed with the chairman of the committee.
 2. Reclassification is concerned solely with investigating, reviewing, and determining that an employee is, in fact, performing the duties of one classification and being paid the rate of another classification. When an incorrect classification of an employee is determined to exist, the reclassification committee recommends necessary correction to the Personnel Office.
 3. Prior to the Employer representatives acting upon a request, all members of the committee shall vote on the request by secret ballot. The Union shall be advised of the results of the vote. The Employer members will then act upon the requests and shall not be bound by the result of the above vote, which shall be advisory only. The decision of the Employer representatives is not subject to the grievance procedure and the only appeal therefrom is as set forth in subparagraph 9 hereof. When the Employer members act upon a request, the Union members will not be present.
 4. The chairman of the committee will furnish the Union with a copy of:
 - a. Application for reclassification;
 - b. Agenda two (2) days prior to the meeting;
 - c. Committee minutes within two (2) weeks after the committee meeting.

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5. An employee, the Union on behalf of an employee, a supervisor, or an administrator, may initiate a request for classification change.
- If the employee or the Union initiates the request, the employee or the Union shall submit the request with appropriate explanation to the immediate supervisor. The supervisor will forward requests to the chairman of the committee with his recommendations regardless of whether or not he concurs.
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6. Applications must be filed with the chairman of the committee five (5) days prior to the meeting.
7. Any member of the committee, if necessary, may request the employee and/or his supervisor to furnish additional information or appear before the committee. The employee shall be represented by the Union.
8. The employee shall be notified of the committee's decision in writing within two (2) weeks after the decision is made.
9. The employee and/or the Union may appeal the ruling of the committee within one (1) week following notification. An appeal must be submitted to the Personnel Office in writing. The Personnel Office shall hold an appeal hearing within two (2) weeks of the appeal request. The employee and the Union representative shall be present.
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10. Changes in classification shall be submitted for approval to the Board of Education.
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11. Any position which is reclassified upwards and was held by an employee for less than twelve (12) full months prior to the reclassification, will be re-bid.

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ARTICLE VIII - WORK ASSIGNMENTS

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- 8A. The normal work week will be regarded as Monday through Friday for all classifications other than those engaged in 7-day operations. The work day for regular full-time employees shall be considered as 8 hours of work per day, the hours of work, including the starting time and the quitting time, to be reported in the Building Personnel Report. The work day for regular part-time employees will be considered those hours reported in the Building Personnel Report. (The work week for regular part-time employees shall be considered less than 40 hours per week and/or less than 8 hours per day.)

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A copy of the Building Personnel Report as standardly compiled for the Personnel Office will be posted in each building and the Personnel Office will provide the Union with a complete copy of the accumulated Building Personnel Report.

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Any questions and/or problems that may arise regarding such reports and their implementation will be directed to the meetings referred to in Article XXXI E and/or the Personnel Office.

- 8B. Employer realizes that employees desire to work only within their classifications. The Union realizes that in order to have flexibility in the system and to get work done it is necessary at times that employees work outside of their classifications. Employer agrees to work employees within their classifications when practicable. However, Employer shall have the right to make work assignments either within or without the classification. The Employer agrees not to assign persons in the skilled classifications A, B or C to Building Operational classifications within or outside the unit, without their consent, and unless no appropriate relief personnel are available as defined in 6 B 9. The Employer further agrees that no employee in the skilled classification A, B or C shall be assigned work in another classification for more than eight (8) hours in any work week without his consent. In addition, the Union agrees that the skilled classification employees A, B or C will cross classifications to accomplish a given task within their classification and that the skilled classification A, B or C employees will continue to cooperate with each other for the benefit of the school system.
- 8C. Employees temporarily assigned to a class of work for which the minimum wage rate herein specified is higher than his or her regular wage rate shall, for the time engaged in such work, be paid the minimum wage rate herein agreed to be applicable to such work, or his or her regular wage rate, whichever is greater.
- 8D. The Union will not object to foremen and supervisors continuing to perform labor of the type they now perform, provided, however, that foremen shall not perform manual labor on Saturdays unless at least one bargaining unit employee in the classification involved shall also be working on said Saturday.
- 8E. Temporary help may perform maintenance and operation, clerical, transportation and cafeteria work providing no employee within the bargaining unit who has the necessary skills and abilities to perform said job is on layoff.
- The Union will not object to the continuance of present patterns of employment of students provided that in no instance will students so engaged be transferred or assigned so as to result in a reduction of work force of bargaining unit members, or as a replacement for staff reductions effected through layoff or attrition.
- 8F. It is recognized that all disputes on work assignments should be resolved at the building or department level wherever possible.
- 8G. 1. Overtime for the purposes of this paragraph shall be defined as all hours over eight (8) hours in any one day or forty (40) hours in any one week.
2. Employer shall determine when overtime is necessary.
3. Overtime will be performed by the classification of employee regularly performing the work employed in the building where the overtime work is to be performed.

- 1 4. Equalization of overtime will not be required in the clerical
2 classification.
3
4 5. The Employer agrees to attempt to equalize overtime over the period
5 of this Agreement among employees within each classification within
6 the skilled classifications A, B and C.
7
8 6. The Employer agrees to attempt to equalize overtime over the period
9 of this Agreement among employees of the same classification who
10 are also in the same building.
11
12 An accurate report of the distribution of overtime shall be main-
13 tained in each building and shall be posted on the bulletin board.
14
15 7. The attempt to equalize overtime shall be over a four-month period
16 and there shall be no requirement of giving any particular over-
17 time to the person with the least number of overtime hours. The
18 Employer may designate people in the bargaining unit to keep a
19 list of overtime hours in every building and/or department. A re-
20 port of overtime allocation for the four-month periods ending
21 December 31st, April 30th and August 31st will be made available
22 to the Union.
23
24 8. For the purpose of this clause, any employee who was given an op-
25 portunity to work overtime and did not choose to work overtime
26 will be charged with the number of overtime hours of the employee
27 who worked during that time. The employee who worked will also be
28 so charged.
29
30
31 9. Any employee who has changed classification will be charged with
32 the highest number of overtime hours that anyone else has accumu-
33 lated for the contract period in said new classification in the
34 same building on the day the change in classification becomes ef-
35 fective.
36
37 10. Employee's starting time will not be changed during the regular
38 school year unless the change in starting time is for at least a
39 month's duration. If the change in starting time results in a
40 change in shift, the provisions of the transfer policy shall apply
41 unless such changes in shift are normal for the job involved.
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44 8H. Immediately after the fourth Friday enrollment, bus runs having been
45 stabilized, bus drivers will be given the opportunity in rank order of
46 seniority as a bus driver to select the bus run of his choosing for the
47 year. If a vacancy should arise during the course of the year, the
48 Supervisor of Transportation will exercise his best judgment to appoint
49 a bus driver to that run for the remainder of the year. If any major
50 alterations in bus runs should occur, the initial process described in
51 the first sentence will be repeated.
52
53 8I. There shall be at least three (3) stock clerk checkers at the general
54 warehouse location, the least senior of whom must have the ability to
55 and shall operate delivery equipment. This employee will not be in the
56 Transportation Department.

ARTICLE IX - SUBCONTRACTING

- 9A. The Employer agrees no work or service presently performed by or hereafter assigned to the collective bargaining unit will be contracted out to an independent contractor when a bargaining unit employee or employees, who could do the work within the allotted time and are in the same classification as the work to be contracted out, are temporarily laid off.
- 9B. If, for an individual construction project, it is possible to perform the work required on an overtime basis within a reasonable time period with the number of regular employees available, Employer agrees to consider this alternative to assigning the work to an independent contractor; however, the decision of the Employer as to whether or not to award the work to an independent contractor will be final and not subject to the grievance procedure.
- 9C. The Employer agrees that it will not subcontract work of the employees of the bargaining unit if said subcontract directly results in the laying off of employees of the bargaining unit.

ARTICLE X - MISCELLANEOUS

- 10A. For the purposes of this contract, the Superintendent shall mean President, HFCC whenever a regular employee regularly assigned to HFCC is involved.
- 10B. Present practices and procedures which affect employees of the bargaining unit, but which are not covered in this Agreement, will not be changed unless the Union is first consulted. However, Employer has the right to change any present practice and/or procedure. The Union may file a grievance on any present procedures and practices which are changed. No employee in the bargaining unit shall be reprimanded for any acts or omissions done or not done because of a change in present procedure or practice, but shall be informed of such change after the occurrence of such act or omission. After said employee has been informed of such change in procedures and practices, he shall be held liable for the acts or omissions of such procedures or practices.

ARTICLE XI - MANAGEMENT RIGHTS

Subject to the terms of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Dearborn Public Schools, and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the Public School System, including, but not limited to, the right:

- 11A. To the exclusive management and administrative control of the school system and its properties and facilities, and the activities of its employees during employee working hours;

1 11B. To hire all employees and, subject to the provisions of law, to de-
2 termine their qualifications and the conditions for their continued
3 employment, or their dismissal or demotion; and to promote, and
4 transfer all such employees;
5

6 11C. To determine the hours of work and the duties, responsibilities, and
7 assignments of employees, and the terms and conditions of employment.
8

9 The exercise of the foregoing powers, rights, authority, duties and re-
10 sponsibilities by the Employer, the adoption of policies, rules, regula-
11 tions and practices in furtherance thereof, and the use of judgment and
12 discretion in connection therewith shall be limited only by the specific
13 and express terms of this Agreement and then only to the extent such spe-
14 cific and express terms hereof are in conformance with the Laws and Con-
15 stitution of the State of Michigan, and the Laws and Constitution of the
16 United States.
17

18 ARTICLE XII - COLLECTIVE BARGAINING

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20 The parties acknowledge that, during the negotiations which resulted in
21 this Agreement, each had the unlimited right and opportunity to make de-
22 mands and proposals with respect to any subject or matter not removed by
23 law from the area of collective bargaining, and that the understanding
24 and agreements arrived at by the parties after the exercise of that right
25 and opportunity are set forth in this Agreement. Therefore, the Employer
26 and the Union, for the life of this Agreement, each voluntarily and un-
27 qualifiedly waives the right, and each agrees that the other shall not be
28 obligated, to bargain collectively with respect to any subject or matter
29 referred to, or covered in this Agreement, or with respect to any subject
30 or matter not specifically referred to or covered in this Agreement, even
31 though such subjects or matter may not have been within the knowledge or
32 contemplation of either or both of the parties at the time that they
33 negotiated or signed this Agreement.
34

35 ARTICLE XIII - RATES OF PAY ON PROMOTIONS AND DEMOTIONS

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37 An employee promoted to a higher paying classification will experience an
38 anniversary date change to the date of the promotion and advance to the
39 pay step in the new classification which is nearest to the employee's
40 previous pay step; provided that the employee will not receive less than
41 a fifteen cent (15¢) per hour raise unless such a raise would cause the
42 maximum rate of the new classification to be exceeded.
43
44

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46 If an employee is demoted to a lower paying classification his present anni-
47 versary date will be changed to the date of demotion and he will be placed
48 on a step in the lower classification which is nearest his previous step in
49 his old classification and which will result in a loss of pay of fifteen
50 cents (15¢) per hour or less. A loss of more than fifteen cents (15¢) per
51 hour may result to prevent maximum rate in any classification from being
52 exceeded.
53

ARTICLE XIV - REPORTING AND CALL IN PAY

- 14A. Any employee who is scheduled or required to and does report for work on any day and is not put to work for at least one-half of said employee's regular shift shall be paid at said employee's regular rate for one-half of said employee's regular shift, not to exceed four (4) hours, except as otherwise set forth herein.
- 14B. Except as otherwise set forth herein, any employee who is called to work because of emergency work, meetings, banquets, or sporting or recreational events, shall receive a minimum of two (2) hours' pay at his regular rate of pay plus overtime pay if applicable.
- 14C. Employees required to do building checks shall receive a minimum of two (2) hours' pay at their regular rate of pay plus overtime pay if applicable.
- 14D. Food service employees when reporting for work outside their regular hours will be guaranteed four (4) hours' pay at said employee's regular rate for nonschool-sponsored activities no matter how long they work. Food service employees when reporting for work outside their regular hours will be guaranteed only two (2) hours' pay at said employees' regular rate for school-sponsored functions and PTA meetings.

ARTICLE XV - MISCELLANEOUS SALARY ADJUSTMENTS

- 15A. An employee shall receive an additional four cents (4¢) per hour above the wage scale set forth herein for each one hundred (100) clock hours of in-service training to a maximum of three hundred (300) clock hours, provided that such training is approved in advance in writing by the Manager for Building Services or the Manager for Business Services or other appropriate Supervisor.
- 15B. Employees in the skilled classifications A, B, or C shall receive an additional four cents (4¢) per hour for each five (5) year period with Employer in his present major classification, not to exceed twelve cents (12¢) per hour.
- 15C. Payment for any combination of "A" and "B" above shall not exceed twelve cents (12¢) per hour.
- 15D. Each employee shall receive an additional seven cents (7¢) per hour above the wage scale set forth herein upon commencing his tenth year of seniority with Employer, an additional seven cents (7¢) per hour upon commencing his eighteenth year of seniority with Employer and an additional seven cents (7¢) per hour upon commencing his twenty-fifth year of seniority with Employer. Any employee presently having nine (9) full years of seniority (i.e. starting his tenth year) or more shall be entitled to seven cents (7¢) per hour above the wage scale set forth herein. Any employee presently having seventeen (17) years seniority (i.e. starting his eighteenth year) or more shall be entitled to an additional seven cents (7¢) per hour above the wage scale set forth herein. Any employee presently having twenty-four (24) years seniority (i.e. starting his twenty-fifth year) or more shall be entitled to an additional seven cents (7¢) per hour above the wage scale set forth herein. No other longevity payments will be paid, regardless of past practice.

- 1 15E. Food service employees designated by Employer to train cooks or
 2 food service assistants will receive, while performing such training,
 3 thirteen cents (13¢) per hour above the wage scale and food service
 4 employees designated by Employer to train food service managers will
 5 receive, while performing such training, twenty cents (20¢) per hour
 6 above the wage scale.
 7
 8 15F. Food service employees who work beyond the normal work day for banquets,
 9 etc., will be paid fifty cents (50¢) additional per hour for each hour
 10 worked beyond the normal work day until a total of eight (8) hours for
 11 the day has been accumulated. Thereafter premium rates as provided
 12 elsewhere will prevail.
 13

- 14 15G. At least three (3) Food Service Assistants and not more than four (4)
 15 Cooks/Bakers will be designated as Relief Managers by the Employer
 16 using the bid process. When relieving, the Relief Manager will be
 17 paid fifteen cents (15¢) above her normal rate per hour or the differ-
 18 ential between her normal rate and the minimum rate of the job for
 19 which she is relieving, whichever is higher. When an employee relieves
 20 a Satellite Manager for less hours than she normally works, she will
 21 be paid her regular rate for the normal hours she would have worked or
 22 the above rate for the hours actually worked, whichever results in the
 23 greater pay for the day.
 24

25 The Food Service Assistants who are designated as Relief Managers will
 26 be assigned to relieve in Satellite Manager and Manager III positions
 27 as needed. When these Relief Managers are not available, the Cooks/
 28 Bakers designated as Relief Managers will be assigned as needed in
 29 Satellite Manager and Manager III positions.
 30

31 If there is no Relief Manager in a Class I or II building, the previous
 32 practice of having Cooks/Bakers relieve in their regularly assigned
 33 buildings as necessary will be continued. For any absence of a con-
 34 tinuing nature (more than one week) Cooks/Bakers designated as Relief
 35 Managers will be utilized insofar as they are available.
 36

- 37 15H. Bus drivers who are assigned to the mail run will be paid twenty cents
 38 (20¢) per hour additional while on such assignment until September 1, 1974
 39 and twenty-five cents (25¢) thereafter.
 40
 41 15I. The Food Service Manager I at Lowrey School will be paid five cents (5¢)
 42 additional per hour while on such assignment.
 43
 44 15J. The midnight premium will be paid to H.F.C.C. swing shift while such
 45 swing shift assignment is in effect.
 46
 47 15K. Fireman-Trainees will be paid an additional ten cents (10¢) per hour
 48 while they are directly engaged in on-the-job training.
 49
 50 15L. Custodians, while working as substitutes for firemen, shall receive
 51 eighteen cents (18¢) per hour over their regular hourly rate.
 52
 53 15M. Painter-Trainees will be paid twenty cents (20¢) per hour above the
 54 custodial rate they were or would be receiving.

- 15N. Firemen, while assigned to fill in for engineers, shall earn twenty five cents (25¢) per hour over their regular hourly rate until September 1, 1974, and thirty cents (30¢) thereafter. 1
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- 15O. Custodians, while working as Substitute Bus Drivers, shall receive thirteen cents (13¢) per hour so worked over their regular hourly rate. 5
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- 15P. Employee, while working as a Substitute Mechanic, shall receive the minimum rate of the Mechanic classification or twenty-five (25¢), whichever is higher. 8
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- 15Q. A Lunchroom Assistant who performs baking services in the junior high school shall be compensated at the Baker classification rate for the period the employee is performing baking services. 12
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- 15R. If a food service employee works twenty (20) or more consecutive scheduled work days of increased hours over said employee's regular work schedule, adjustments will be made in sick days, holidays and vacation pay to reflect the increased hours. 16
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ARTICLE XVI - SHIFT PREMIUM AND HOURS 23

- 16A. An employee working on the second and third shift shall receive in addition to his regular pay for the pay period an additional fifteen cents (15¢) per hour and twenty cents (20¢) per hour respectively, added compensation, except for janitresses who shall receive no shift premium. 24
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- 16B. The first shift is any shift that regularly starts on or after 4:00 a.m. but before noon. The second shift is any shift that regularly starts on or after noon but before 6:00 p.m. The third shift is any shift that regularly starts on or after 6:00 p.m. but before 4:00 a.m. 30
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- 16C. Four hour employees shall have one fifteen minute fatigue break per day. Employees who work seven hours or more shall have two fifteen minute fatigue relief breaks per day. 35
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ARTICLE XVII - OVERTIME PAY 40

- 17A. For employees whose work does not normally involve work on Saturday or Sunday (persons doing building checks on Saturday and Sunday will be included in this overtime premium), the applicable overtime shall be as follows: 41
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 - 1. Time and one-half for all hours over eight (8) in one day; 47
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 - 2. Time and one-half for hours in excess of forty (40) hours in any one week; 49
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 - 3. Time and one-half for work on Saturdays for those who have been paid for 40 hours that week, double time for work on Sundays or the holidays set forth in Article XIX of this Agreement, plus holiday pay pursuant to Article XIX, if applicable. 52
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1 17B. For firemen who work on a seven day operation at H.F.C.C. during the
2 heating season, the applicable overtime shall be as follows:

- 3 1. Time and one-half shall be paid for all hours worked over eight
- 4 (8) in one day. Day is defined as 12:01 a.m. to Midnight.
- 5
- 6
- 7 2. Time and one half shall be paid for all hours worked in excess of forty (40)
- 8 in any one week. Week is defined as 12:01 a.m. Monday to Midnight Sunday.
- 9
- 10 3. Time and one-half for hours worked on the sixth (6th) consecutive
- 11 day worked.
- 12
- 13 4. Double time shall be paid for hours worked on the seventh (7th)
- 14 consecutive day worked.
- 15
- 16 5. Double time shall be paid for hours worked on the days set forth
- 17 as holidays in this Agreement plus the pay for the holiday as if
- 18 the employee had not worked.
- 19
- 20 6. All other time worked shall be paid at regular and not overtime
- 21 rates.
- 22

23 17C. There shall be no pyramiding of overtime. Any hours paid at overtime
24 rate for any of the above reasons shall not be counted to compute
25 overtime for any other reasons.

26
27 17D. It is agreed that priority in any food service extra hours or overtime
28 will be given to the lowest food service classification in the building
29 qualified to do the task and to members of that classification in rank
30 order of seniority, with due regard for all reasonable efforts to
31 balance such hours among the members of the classification in the
32 building.

33
34 Further need will be served by the same approach to the next succeeding
35 higher classification(s).

36
37
38 ARTICLE XVIII - SEVERANCE PAY

39 Employer shall pay employees who retire and the estate of any employee who
40 dies while employed by Employer an amount equal to one-third (1/3) of said
41 employee's accumulated sick leave, provided said amount shall not exceed
42 fifty (50) days' pay.

43
44 An employee shall be considered eligible for retirement severance pay if he
45 qualifies for immediate payment under the Michigan School Employees Retirement
46 System for regular and/or medical retirement.

47
48 An employee who retires on or after his sixty-second birthday shall also be
49 eligible for retirement severance pay even though he does not qualify under
50 the Michigan School Employees Retirement System for regular or medical
51 retirement.
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ARTICLE XIX - HOLIDAYS

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- 19A. Employees will be paid one day's pay at their regular straight time hourly rate, exclusive of shift premium and overtime pay and premium, for the days mentioned in paragraph "B" hereof, provided:
1. Except for employees on seven (7) day work schedules (see 17B), the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday;
 2. The employee must have worked the last scheduled working day prior to and the next scheduled working day after such holiday, except if the employee is on sick leave, emergency leave or vacation (not including personal business day or days). The Personnel Office may inquire into any instance of absence on the day before or the day after a holiday and require an explanatory statement, but no medical documentation at employee expense will be required unless a pattern of such absence is evident from the employee's work record.
- 19B. There shall be nine (9) paid holidays in the 1973-74 school year and ten (10) paid holidays in the 1974-75 school year.
- The holidays for 1973-74 are as follows:
- | | |
|-------------------------------|------------------|
| September 3, Monday | Labor Day |
| November 22, Thursday | Thanksgiving |
| December 24, Monday | Christmas |
| December 25, Tuesday | Christmas |
| December 31, Monday | New Year's |
| January 1, Tuesday | New Year's |
| April 12, Friday | Good Friday |
| May 27, Monday | Memorial Day |
| July 4, Thursday | Independence Day |
- The holidays for 1974-75 are as follows:
- | | |
|--------------------------------|------------------|
| September 2, Monday | Labor Day |
| November 28, Thursday | Thanksgiving |
| December 24, Tuesday | Christmas |
| December 25, Wednesday | Christmas |
| December 31, Tuesday | New Year's |
| January 1, Wednesday | New Year's |
| March 28, Friday | Good Friday |
| March 31, Monday | Day after Easter |
| May 26, Monday | Memorial Day |
| July 4, Friday | Independence Day |
- 19C. Friday, November 23, 1973, and Friday, November 29, 1974, shall be days compensated for at regular straight time hourly rate exclusive of shift premium and overtime pay and premium if the employee meets the eligibility for holiday requirements set forth in paragraph "A" hereof with no requirement to report to work, but shall not be considered holidays for the purpose of this Agreement. Employer shall determine who shall be requested to work on these days.

1 19D. All food service employees on a four day work schedule shall receive
 2 the same holidays as other food service employees.
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5 ARTICLE XX - VACATIONS
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7 20A. Paid vacation at regular pay will be earned by employees in the
 8 bargaining unit only as follows:
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10 10 month employees: Less than 9 years service - 10 days per year
 11 9 years but less than 15 - 14 days per year
 12 15 years and above - 16 days per year
 13

14 11 month employees: Less than 9 years service - 11 days per year
 15 9 years but less than 15 - 15 days per year
 16 15 years and above - 19 days per year
 17

18 12 month employees: Less than 9 years service - 13 days per year
 19 9 years but less than 15 - 17 days per year
 20 15 years and above - 20 days per year
 21

22 On July 1, 1974, each employee will be credited with vacation days earned
 23 during the 1973-74 fiscal year. The days credited will be based on the
 24 years of service as of July 1, 1974. Similarly, crediting of vacation
 25 days for the 1974-75 fiscal year will be based on years of service as of
 26 July 1, 1975.
 27

28 20B. Vacation days may not be taken in advance except as specifically provided
 29 for in this Agreement. On July 1st of each year, each employee will be
 30 credited with vacation days earned the previous fiscal year. No credited
 31 and unused vacation days may be carried forward beyond June 30, 1968, or
 32 any June 30th thereafter, unless it is deemed beneficial to the Employer
 33 by the Employer, and agreed to by the employee. In no case will more than
 34 ten (10) days be carried forward. Employer will pay any employee for all
 35 vacation days over ten (10) days credited but not used as of June 30, 1966.
 36 Employees who do not use vacation days as provided herein shall forfeit
 37 them. Vacation days not used and not forfeited will be compensated for
 38 upon termination of employment.
 39

40 20C. Ten and eleven calendar month employees will take vacation days as
 41 provided by the school calendar which presently entails five days
 42 vacation at Easter and from five to eight days at Christmas. Ten
 43 and eleven month employees who experience more vacation than earned
 44 will not be paid for the excess days but will have their annual work
 45 year extended by the corresponding number of days, with pay. Ten
 46 and eleven calendar month employees who earn more days than the
 47 school calendar provides in a given year will have their annual
 48 work year completed early by the corresponding number of days and
 49 will be paid for these days as vacation days. Variances from this
 50 vacation schedule as it applies to ten and eleven month employees
 51 will be permitted, if deemed beneficial to the Employer by the
 52 Employer and is agreed to by the employee.

Regarding vacation for ten month janitresses, matrons and laundresses, the following shall apply:

1. They will take such vacation days as are available during the Christmas and Easter recesses.
2. They will work the rest of the regular school year.
3. They will be paid for any unused days remaining at the end of the year.

20D. On or prior to April 1, 1974, each employee shall communicate his desires to his immediate supervisor as to his vacation preference for the period July 1, 1974, to June 30, 1975. Employees with the highest classification seniority will be given preference in vacation schedules, providing the resulting vacation schedule is not detrimental to the operation of the department in question. Requests for vacations by firemen and custodians during the school year will be considered. The Employer, prior to June 1st, will post the vacation schedule. All vacation requests made after April 1, 1974, will be considered without benefit of seniority for then available periods.

The same pattern shall pertain during the 1974-75 school year in respect to the 1975-76 school year.

20E. If a scheduled vacation, after being approved by the Employer, is cancelled by the Employer, the employee so affected shall be given an opportunity to select any other time mutually agreeable to the Employer and employee, or shall be allowed to carry over the days involved.

ARTICLE XXI - INTER-SCHOOL MAIL

The use of inter-school mail by the Union shall be continued, provided all material is clearly designated as material of the Union and is signed by an officer of the Union. The Union accepts all responsibility for such material. If the Union uses school mail, Employer shall have no responsibility in any way in connection therewith.

A letter box shall be supplied within each building for the Building Representative.

ARTICLE XXII - BULLETIN BOARDS

Employer agrees to allow the Union to use a bulletin board in each building within the school system for posting notices, including, but not limited to:

1. Notice of recreational or social events;
2. Notice of elections;
3. Notices of results of elections;
4. Notices of meetings;
5. Notices of posting of jobs;
6. Other organizational material.

The Union accepts all responsibility for such material.

1 ARTICLE XXIII - ABSENCE FOR ILLNESS, PERSONAL BUSINESS, EMERGENCIES OR
 2 CATASTROPHES
 3
 4

5 23A. Employees shall be entitled to the following:
 6

- 7 1. All employees shall earn one and one-half (1 1/2) sick leave
 8 days per month actually worked (i.e., not to exceed fifteen
 9 (15) days per year for ten-month employees, not to exceed
 10 sixteen and one-half (16 1/2) days per year for eleven-month
 11 employees, not to exceed eighteen (18) days per year for
 12 twelve-month employees).
- 13 2. All employees are entitled to two (2) days off per year with
 14 pay for personal business, which days shall not be accumulated,
 15 provided the employees notify their supervisors and verify that
 16 it is personal business in advance of taking such day off.
 17 Requests for personal business shall be in units of one-half
 18 day or multiples thereof.
- 19 3. Absence due to a general catastrophe (such as a severe snowstorm)
 20 which makes it impossible for him to report shall be paid for by
 21 Employer. Existence of a catastrophe will be determined by the
 22 Superintendent.

23 23B. Accumulated sick leave days may be used by the employee for absences
 24 due to personal illness, physical disability or emergencies to avoid
 25 loss of pay.
 26

27 23C. Emergencies shall be construed to be as follows and shall be deducted
 28 from the accumulated sick leave of an employee:
 29

- 30 1. Quarantine of employee or employee's living quarters;
- 31 2. Death in the immediate family. (The immediate family shall be
 32 construed to include husband, wife, children, father, mother,
 33 brother, sister, grandparents, aunt, uncle, and close relatives-
 34 in-law or close associates.)
- 35 3. Required court appearance;
- 36 4. To provide care for a member of the family when no other arrange-
 37 ments are possible, not to exceed ten (10) days per incident or
 38 ten (10) days in toto per year starting from the date of this
 39 Agreement;
- 40 5. Such days as may be required by the employee's religion for holy
 41 observance and abstention from work.

42 23D. All earned but unused sick leave days shall be allowed to accumulate
 43 and shall be credited at the beginning of each school or fiscal year
 44 whichever is relevant. The annual yearly allowance shall be in
 45 addition to the total accumulated days from prior years.
 46

47 23E. The yearly sick leave allowance is to be granted in advance of service
 48 on the initial anniversary date. However, an employee who resigns or
 49 whose employment is severed, but who has used sick leave days beyond
 50 those earned shall reimburse the Employer at the time of severance of
 51 employment for all used but unearned sick leave days.
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- 23F. Each employee shall be notified at the beginning of each fiscal year or school year as appropriate of his total number of sick days available. 1
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- 23G. A regular part-time employee whose weekly wage is based on less than an eight hour day or less than a forty hour week will be allowed sick leave benefits for personal illness and emergencies as designated above on a proportionate basis. 5
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- 23H. After five (5) or more consecutive days of illness, or if in the sole judgment of Employer a pattern of continuous absence because of illness occurs, a medical certificate may be required before the employee may return to work and before the employee can qualify for sick leave. 10
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- 23I. Upon recommendation of the immediate supervisor, the Personnel Office may approve up to two (2) months absence without pay. This approved absence is intended to cover periods of time after sick leave has expired and is intended to be used for the same reasons which are acceptable for sick leave. The position involved will be held for this employee until the day following the expiration of the approved absence, providing that the employee notifies the Personnel Office of his intention to return fifteen (15) days prior to such expiration. 15
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- 23J. The word "pay" or "regular pay" as used herein and in any other provision of this Agreement means normal hourly rate times hours normally worked not to exceed eight (8) per day excluding shift premium and any overtime pay or premium therefor. 24
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- 23K. The administration will consider a request for additional sick leave days from a permanent employee who has used up his sick leave days after September of 1969, provided that the employee is on an approved medical leave (Extended Health Leave). Such requests should be addressed to the Superintendent and shall be subject to approval by the Board, which shall retain the authority to waive the above provisions in exceptional cases. Such consideration and the resultant decision shall be solely an administrative decision and not subject to the grievance procedure. 29
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- ARTICLE XXIV - LEAVES 40
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- A leave is an absence which must be approved by the Board of Education and which is without pay (except in case of up to fourteen (14) day temporary military leave), granted to employees with provisions for certain rights and responsibilities before, during, and following, such absence. 42
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- Only personal leaves or civic leaves will be granted, Personal leaves are as follows: 47
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1. Extended Health 49
 2. Care of Immediate Family 50
 3. Child Care 51
 4. Educational 52
 5. Involuntary 53
54

1 Civic Leaves are as follows:

- 2
3 1. Military and Peace Corps
4 2. Governmental Service
5

6 A leave may be terminated before the normal expiration date by mutual
7 agreement between the employee and the Employer.
8

9 Except as specifically provided, no payment of any kind will be made to or
10 for any employee on a leave covered by this provision nor will any benefits
11 of any kind accrue to any employee on a leave covered by this provision.
12

13 General Provisions for Personal Leaves

- 14
15 1. Return from personal leave will be determined by availability of
16 position and in accordance with provisions established by the
17 transfer policy, and in paragraph 24 A, Extended Health Leave.
18
19 2. Personal leave requests will be honored only after the employee
20 has two consecutive years of service with Employer.
21
22 3. Leave extensions will be granted only upon recommendation of the
23 Superintendent and approval of the Board of Education.
24
25 4. Failure to request extension or submit intention to return will
26 constitute termination of leave. Failure to secure extension of
27 leave or to return to employment will constitute cause for termi-
28 nation of employment, unless employee establishes that it was
29 impossible to contact the Personnel Office.
30
31 5. Payment for accumulated sick leave days may not be granted during
32 the term of such leave.
33
34 6. An employee absent on personal leave shall receive credit for any
35 regularly scheduled salary increases granted employees in service,
36 excluding increments, and shall also be subject to any general
37 salary adjustments which may be effected.
38
39 7. The term "physician" when used in this article shall mean doctors of
40 medicine (M.D.'s), doctors of osteopathy (D.O.'s) and doctors of
41 dental surgery (D.D.S.).
42

43 24A. Personal Leaves

44 Extended Health Leave Due to Physical or Mental Causes

- 45
46 1. Extended Health Leave due to physical or mental causes after sick
47 leave days are exhausted may be granted to employees upon request
48 and the recommendation of the Superintendent and the approval of
49 the Board of Education. Such request shall be in writing and shall
50 be accompanied by a written statement by the attending physician.
51 Such leave may be granted for periods of one year or less. Such
52 leave may be considered for renewal upon the same basis as for the
53 original leave, including a new written statement by the attending
54 physician.
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2. Request for extension of leave of absence of this type or notice of intention to return must be made in writing at least thirty (30) days prior to termination of leave. 1
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3. A request for return from this type of leave shall be accompanied by a statement from a competent physician stating the employee's physical or mental fitness to return to employment. The Superintendent may request, in writing, that any employee, before he returns, take a physical or mental examination by a physician selected by the Employer at the Employer's expense. The results of this examination will be used to determine his eligibility to return. 5
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4. Upon expiration of an Extended Health Leave of one year or less, and with proper verification of fitness to return to regular employment, an employee may utilize his classification seniority to bump the junior person in his classification or any previously held lower classification if his seniority in that classification warrants. Any employee so bumped may exercise seniority as indicated in paragraph 6 C 1. 14
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Care of Ill Members of the Immediate Family Leave

1. Leave may be granted to employees to care for ill members of the immediate family. Extended leave for this reason may be granted upon the request of the employee, the recommendation of the Superintendent and the approval of the Board of Education. Sufficient proof must be submitted to the Superintendent that leave or extended leave is necessary before request will be granted. This type of leave may be granted for periods of one year or less. 22
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2. The immediate family shall be construed to include: husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle and close relatives-in-law or close associate. 33
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3. Request for extension of leave of absence of this type or notice of intention to return must be made in writing at least thirty (30) days prior to termination of leave. 37
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Child Care Leave

1. An employee who gives birth to a child, adopts a child, assumes the legal responsibility of a child, or acquires a child by marriage is eligible for Child Care Leave, subject to the General Provisions for Personal Leaves cited above. 41
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2. Request for a Child Care Leave shall be submitted in writing to the Personnel Office at least thirty (30) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice. 48
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3. Child Care Leave, when granted, shall initially be for whatever portion remains of the work year in which leave begins, or for the entirety of the work year with which leave begins. Such initial leave shall be subject to not more than two (2) annual one-year renewals. 53
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- 1 4. Request for renewal must be made to the Personnel Office in writing
2 at least ninety (90) days before the end of the year with which
3 leave will expire.
4
- 5 5. Return from Child Care Leave, other provisions of this contract not-
6 withstanding, will be not later than two (2) years from the end of
7 the work year in which or with which leave began, subject to the
8 General Provisions for Personal Leaves cited above. Failure to
9 request renewal, and/or failure to notify the Personnel Office in
10 writing of intent to return, at least ninety (90) days prior to the
11 end of the final semester of leave, in response to notification by
12 the Personnel Office, will constitute termination of employment.
13
- 14 6. An employee who has requested a leave subject to these provisions
15 may, upon thirty (30) days' notice to the Personnel Office, request
16 return from such leave. If there is an available position at that
17 time or any time thereafter during the work year for which said
18 employee is qualified and has sufficient priority and seniority
19 he/she shall be reinstated to that position.
20

21 Educational Leave

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23 Any employee with three (3) years or more of successful service with the
24 Employer may, upon recommendation of the Superintendent and approval of
25 the Board of Education, be granted leave, without pay, for Educational
26 study for a period not to exceed one year. Such leave, if granted, shall
27 be solely for the purpose of undertaking formal and patterned studies at
28 any institution licensed or accredited in its field, on a program
29 demonstrably related either to the employee's current assignment or to
30 a career progression currently available in the Dearborn Public Schools.
31

32 Application for such leave must be made at least sixty (60) days before
33 the prospective start of such leave.
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35 The general provisions for Personal Leaves will otherwise apply.
36

37 Involuntary Leave

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39 An employee may be requested to take Involuntary Leave when it has
40 become apparent to the Superintendent that the individual is no longer
41 able physically and/or mentally to discharge the duties of his posi-
42 tion in a competent manner.
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- 44 1. Upon the recommendation of the Superintendent and the approval of
45 the Board of Education, the Superintendent may request in writing
46 that any employee take a physical or mental examination as set
47 forth in subparagraph 2 hereof at Employer's expense, the results
48 of which may be used for determining Involuntary Leave. Failure to
49 take this examination shall be adequate cause for disciplinary
50 action, including discharge.
51
- 52 2. When an examination is requested, a report of three physicians may
53 be required; one physician shall be selected by the employee, one
54 selected by the Employer, and a third one shall be mutually agreed
55 upon by both parties.

3. The written request may be made by the Superintendent as often as is deemed essential to the physical or mental welfare of the individual employee involved. 1
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4. The employee requesting return from Involuntary Leave may return only upon the recommendation of the Superintendent following a reexamination according to the procedures outlined in Item No. 2, and by approval of the Board of Education. Such return, if approved, shall be as soon as possible but subject to the provisions of the transfer policy set forth in Article VI. 5
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24B. Civic Leaves 11

Military and Peace Corps Leaves 12 13

1. Any employee who may enlist or be conscripted into the Defense Forces of the United States for military service or training or into the Peace Corps, shall be reinstated as a regular employee with full credit including the annual increment(s). 14
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2. Any employee shall return to the specific classification which he left. If the classification has been discontinued by Employer, the individual shall be assigned to a comparable position. If there is no vacancy in the classification at the location which he left, he shall be given a comparable position until his position becomes vacant and he shall be given top priority for such vacancy notwithstanding other provisions of this Agreement. 21
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3. When an employee must take temporary Military Leave (not to exceed fourteen (14) days per year), the Employer shall compensate the employee involved for the difference between his regular pay, excluding any shift or overtime premium, and the military pay for the weekdays of military service. 29
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4. Request for return from leave for other than temporary military leave must be made at least thirty (30) days prior to the effective date of return. An employee on temporary military leave shall be expected to return immediately upon the conclusion of said leave. 35
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5. Military and Peace Corps Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the employee's military or Peace Corps obligation. However, a request for extension of leave may be made subject to provision of number 4 above. 40
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6. In the event of physical or mental disability incurred during a Military or Peace Corps Leave which does not permit satisfactory performance in the specific position the employee left, he shall be assigned to a position for which he is qualified or will be placed on Involuntary Leave. 46
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7. Failure to request extension or submit intention to return will constitute termination of leave. Failure to secure extension of leave or to return to employment will constitute cause for termination of employment unless employee establishes that it was impossible to contact Personnel Office. 52
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Governmental Service

1. Upon approval of the Board of Education an employee shall be allowed to serve the term of office to which he is elected, re-elected, appointed, or reappointed at any level of government. The employee shall notify the Employer upon being selected for such office and in no case will the employee take leave of his job unless at least fifteen (15) working days will have been provided to locate a replacement.
2. Notification of the employee's return from such leave shall be made in writing to the Personnel Office no later than thirty (30) days prior to availability for re-employment.
3. An employee on such leave shall return to a comparable position with Employer, subject to the provisions of the transfer policy set forth in Article VI hereof.
4. Upon his return, an employee on such leave will be advanced appropriate salary steps on his anniversary dates during such absence, except that no more than a maximum of two anniversary dates will be recognized.
5. Not more than one per cent of employees shall be on such leave at any one time.
6. Accumulated benefits are carried forward from the effective date of leave and are credited upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of leave.
7. Failure to request extension or submit intention to return will constitute termination of leave. Failure to secure extension of leave or to return to employment will constitute cause for termination of employment unless employee establishes that it was impossible to contact Personnel Office.

ARTICLE XXV - JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular straight hourly pay for any days not worked because of service on a jury. An employee may be requested by Employer, but not required to attempt to have himself or herself excused from such duty. Such days shall not be deducted from the accumulated sick leave days.

ARTICLE XXVI - EMPLOYEES' PERSONNEL FILES

Any employee shall be allowed to inspect the entire individual personnel file accumulated during his period of employment with the district. The employee must make an appointment with the Personnel Office and a member of the Personnel Office shall be present when the employee inspects said file. Confidential credentials and personal references normally sought at the time of employment are specifically exempted from review and will be removed from the file by the administrator of the Personnel Department prior to said

inspection, except that where pre-employment information is a factor inhibiting promotional opportunity, the employee shall be given an opportunity to respond to it or to refute it. Each employee will be given a copy of any negative comment or report which is entered in his personnel file in the course of his/her employment with the Dearborn Public Schools. The employee may respond to the contents of such comment or report and such response will be attached to the original document in the personnel file

ARTICLE XXVII - SUBSTITUTE EMPLOYEES

27A. The employer agrees to maintain a list of substitute employees.

27B. A list of substitute matrons drawn from the janitress classification shall be compiled annually by the Employer. Janitresses within the particular school who are available and willing to work will be given first consideration according to seniority whenever a substitute matron is needed. If the substitute list is exhausted, the Employer may exercise his best judgment.

ARTICLE XXVIII - WORKMEN'S COMPENSATION

The policy pertaining to pay for employees injured while on duty for the Employer follows:

28A. That the Employer continue furnishing Workmen's Compensation:

1. Benefits to be paid upon injury according to State of Michigan regulations;
2. The responsibility in administering this program be given the Business Manager.

28B. That the Employer continue to supplement the benefits as follows:

1. Difference between benefits paid under the Workmen's Compensation and an employee's regular pay figured at straight time hourly rate exclusive of shift premium and overtime pay and premium.
2. That this benefit be automatically paid upon an employee receiving benefits under Workmen's Compensation. If the Workmen's Compensation provision is terminated, this benefit is also to terminate.
3. That this benefit be paid not to exceed one hundred eighty (180) working days provided that the employee uses his accumulated sick leave and/or vacation days after the first ninety (90) working days.

ARTICLE XXIX - HOSPITAL-SURGICAL-MEDICAL BENEFITS

29A. The Board of Education shall provide coverage for hospital-surgical-medical benefits. Coverages shall be the hospital expense benefits provided for semi-private accommodations under the Comprehensive Hospital Care Certificate of Michigan Hospital Service with MVF #2 and Master Medical and the surgical-medical expense benefits provided under the Employment Group

1 Benefits Certificate of Michigan Medical Service with Master Medical,
 2 MVF #2, prescription coverage with the \$1.00 deductible and NC Rider.
 3 In addition, full payment in the form of reimbursement for the F Rider
 4 will be made in January and June according to the procedure established
 5 by the Business Office. This will include presentation of evidence of
 6 payment and establishment of eligibility of the dependent rider.
 7

- 8 29B. The Board of Education will make monthly contribution for the following
 9 month's coverage on behalf of each subscribing employee, toward the cost
 10 of the hospital-surgical-medical coverages described above equal to the
 11 full subscription rate or premium charge for the classification or
 12 coverage to which the employee shall have subscribed according to his
 13 marital status and the number of his dependents, provided that such
 14 coverage is not in excess of the coverage described in the next paragraph.
 15
- 16 29C. The coverage for which the Board of Education will contribute under the
 17 foregoing may be, at the employee's option, protection for (1) self only,
 18 or (2) self and family (including only spouse and eligible children 19
 19 years of age and under). Coverage will only be provided if proper en-
 20 rollment forms and/or contract revision forms have been properly filed
 21 with the Payroll Department.
 22
- 23 29D. Employees may enroll under the "new hire" clause, within thirty days of
 24 the date of original employment. Subsequent opportunities to enroll in
 25 either of the above plans shall be provided only during enrollment
 26 periods specified by the carriers.
 27

28 ARTICLE XXX - LIFE INSURANCE

29 Employer will provide group life insurance in the face value of \$12,000 for
 30 regular eight (8) hour employees, and in the face value of \$9,000 for every
 31 other employee, except for cashiers who work less than three (3) hours per
 32 day, who will be provided with group life insurance in the face value of
 33 \$6,000. Said insurance will be pursuant to the policy presently provided
 34 such employees by Employer. The provisions of said group policy and the rules
 35 and regulations of the insurance carrier will govern as to the commencement
 36 and duration of benefits, provided (i) employees shall be covered to the end
 37 of this Agreement even though they are nine and one-half (9½), ten (10) or
 38 eleven (11) month employees; (ii) employees are covered while on and off the
 39 job as long as they are receiving payroll checks from Employer (including
 40 vacations and paid sick leave) and for thirty (30) days after expiration of
 41 their last paid day.
 42

43 For the purposes of this paragraph, last paid day for employees not actively
 44 working for Employer and receiving workmen's compensation shall be the last
 45 paid day for supplemental benefits under Article XXVIII B hereof.
 46

47 ARTICLE XXXI - MISCELLANEOUS

48 31A. Employees in the following classifications shall continue to submit
 49 probationary reports to the principal or appropriate supervisor as
 50 follows:
 51

- 52 1. Food Service Manager III will submit such reports for Food
 53 Service Assistants.
 54
 55
 56
 57

2. Food Service Manager II will submit such reports for Food Service Assistants and Cooks. 1
2
3
3. Food Service Manager I for Food Service Assistants and Cooks. 4
5
- 31B. Principal or immediate supervisor will review these reports and their decision on whether the employee on probation is satisfactory will be final and not subject to the grievance procedure. 6
7
8
9
- 31C. Bus driver physical examinations will be scheduled by Employer during the employee's regular work hours. 10
11
12
- 31D. The Associate Superintendent for Administrative Services will schedule meetings of an advisory committee four times during the 1973-74 school year and four times during the 1974-75 school year to discuss employee safety hazards and safety practices in the district. 13
14
15
16
The Committee shall be composed of representatives of all employee groups. 17
18
The so-called Standardization Committee will continue to call upon operational personnel as resource people when subjects under consideration require their presence. 19
20
21
22
- 31E. Regular, scheduled meetings, not less than one per month, will be held at a time and place mutually agreeable, between representatives of the office of the Associate Superintendent for Administrative Services and the representatives of the Executive Board of the D.S.E.I.U. for the purpose of discussing and alleviating current problems raised by either party. Whenever possible the agenda will be agreed upon in advance in order that adequate preparation may be undertaken and/or that appropriate resource people may attend the meeting. 23
24
25
26
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- 31F. Associate Superintendent for Administrative Services shall designate a committee to study the matter of a training program in the skilled trades area. The Union may appoint at least one representative to the committee. The committee's report shall be submitted to the Board of Education. 31
32
33
34
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- 31G. Upon request by a supervisor, on the basis of need and upon approval of the Associate Superintendent for Administrative Services, janitresses in particular buildings may be called in to work in advance of their normal work year. 38
39
40
41
42
- 31H. New Substitute Bus Drivers shall be provided release time for the purpose of meeting the requirement for Substitute Bus Drivers of familiarization with the required number of bus routes. 43
44
45
46
- 31I. Supervisor shall prepare and post a list of location of critical equipment in his building and a description of daily pattern of operation which might be helpful to an employee substituting for him. Any substitute for a fireman shall, on the occasion of his first experience with a particular building in which he has not worked, be called in and paid for orientation purposes not to exceed one hour. 47
48
49
50
51
52

1 ARTICLE XXXII - WAGE RATE SCHEDULE

2
3 The Wage Rate Schedule is set forth in Schedule B attached hereto and made a
4 part hereof.

5
6 ARTICLE XXXIII - CONFORMITY TO LAW CLAUSE

7
8 This Agreement is subject in all respects to the laws of the State of Michigan
9 with respect to the powers, rights, duties, and obligations of the Employer,
10 the Union and employees in the bargaining unit, and in the event that any
11 provision of this Agreement shall at any time be held to be contrary to law
12 by a court of competent jurisdiction from whose final judgment or decree no
13 appeal has been taken within the time provided for doing so, such provision
14 shall be void and inoperative; however, all other provisions of this Agreement
15 shall continue in effect.
16

17
18 ARTICLE XXXIV - MATTERS CONTRARY TO AGREEMENT

19
20 This Agreement shall supersede any rules, regulations, or present practices
21 which shall be contrary to or inconsistent with its terms.
22

23
24 ARTICLE XXXV - RELEASED TIME

25
26 35A. Released time shall be granted to not more than five (5) Union nego-
27 tiators for negotiation meetings with the Employer, conducted not more
28 frequently than three (3) times a week during the period August 1, 1975,
29 to August 31, 1975; provided such negotiations are conducted from 1:00 p.m.
30 to at least 7:00 p.m. Additional released time may be provided if
31 mutually agreeable to the Employer and the Union.
32

33 35B. Only the following employees shall be paid or receive released time
34 with pay in connection with investigation, hearings and adjustments
35 of grievances.
36

- 37
38 1. The President of the Union or the President's designated repre-
39 sentative in his absence shall be compensated at his current rate
40 for all time spent by him up to twenty (20) hours per week in
41 adjusting grievances and no one else shall be compensated by the
42 Employer for this purpose, except as provided in subsections 2
43 and 3 below. This released time will be taken by the Union
44 President the last four (4) hours of his working day unless
45 otherwise agreed between Employer and Union.
46
47 2. The grievant and/or one Union representative in the building shall
48 continue to receive any pay he would otherwise be entitled to for
49 time spent to resolve grievances pursuant to Step 1 of the griev-
50 ance procedure.
51
52 3. All hearings under the grievance procedure, except hearings before
53 the Board of Education, shall commence at 4:00 p.m., unless the
54 Employer decides to commence them earlier. Any employee, including
55 the President of the Union, who is involved in any of these hearings
shall continue to receive any pay he would otherwise be entitled to.

- 4. Employees participating in Step 4 arbitration hearings under the grievance procedure will suffer loss of wages for any time they are absent from their regular duties unless called as a witness by Employer, and may not use sick leave or personal business days. 1
2
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4
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- 35C. The Union President or his designated representative in his absence shall have access to the Personnel Office at reasonable times during working hours and, upon request, shall be given information in connection with the investigation of grievance. 6
7
8
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ARTICLE XXXVI - UNION SICKNESS AND ACCIDENT PROGRAM 10
11

If the Union institutes a sickness and accident insurance program, Employer will make payroll deductions from employees' wages, if authorized by the individual employee. 12
13
14
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17

ARTICLE XXXVII - DURATION OF CONTRACT 18
19

This Agreement shall be effective on October 8, 1973, with wages retroactive to September 1, 1973, and shall continue in full force and effect until midnight of August 31, 1975. At any time subsequent to July 1, 1975, either party may give written notice to the other of its desire to negotiate a new agreement for the following year, and meetings between the parties for that purpose shall begin not later than twenty (20) days after delivery of such written notification; provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Employer to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support of or assistance to the Union. 20
21
22
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31

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the day and year first above written. 32
33
34
35

BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF THE CITY OF DEARBORN

DEARBORN SCHOOL EMPLOYEES
INDEPENDENT UNION 36
37

(signed)

(signed)

Frank S. Gallagher, President
Anthony P. Witham, Superintendent

Paul Hunt, President
John Brana
Paul Koitch
Frances Kulon
Ada Sue Roberts

4. Employees participating in Step 4 arbitration hearings under the grievance procedure will suffer loss of wages for any time they are absent from their regular duties unless called as a witness by Employer, and may not use sick leave or personal business days.

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BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF THE CITY OF DEARBORN

DEARBORN SCHOOL EMPLOYEES
INDEPENDENT UNION

Frank S. Gallagher, President

Paul Hunt, President

Anthony P. Witham, Superintendent

John Brana

Paul Koitch

Frances Kulon

Ada Sue Roberts

SCHEDULE A

* <u>LABORER</u>	<u>BUILDING OPERATIONS</u>	1
<u>ELECTRICAL</u>	* Janitress	2
(A) Electrician Assistant	Matron	3
(C) Electrician	Orthopedic Matron	4
	Laundress	5
<u>PLUMBING</u>	* Custodian	6
(A) Plumber & Heating Mechanic Assistant	Utilityman	7
(C) Plumber	Head Custodian (HFCC)	8
	Fireman-Trainee	9
<u>PAINTING</u>	Fireman	10
Painter-Trainee		11
(A) Painter	<u>DATA PROCESSING</u>	12
	* Key Punch Operator	13
(B) <u>LOCKSMITH</u>	Secretary/Key Punch Operator	14
	Machine Operator	15
(C) <u>HEATING MECHANIC</u>		16
	<u>CLERICAL</u>	17
<u>METAL(S) MECHANIC</u>	* Secretary II	18
(A) Metal(s) Mechanic Assistant	* Library Aide	19
(B) Metal(s) Mechanic	Secretary III	20
	Secretary IV	21
(C) <u>MASON</u>	Vision Screening Technician	22
	Hearing Program Coordinator	23
(A) <u>GLAZIER</u>	Secretary V	24
		25
(B) <u>CARPENTER</u>	<u>INSTRUCTIONAL AIDE</u>	26
		27
<u>OFF-SET PRINTER</u>	<u>FOOD SERVICE</u>	28
	* Food Service Assistant	29
<u>BUS DRIVER</u>	Baker	30
(A) <u>MOTOR/EQUIPMENT MECHANIC-DRIVER</u>	Cook	31
	Satellite Food Service Manager	32
<u>GROUNDS</u>	Food Service Manager III	33
<u>STOCK CLERK-CHECKER</u>	Food Service Manager II	34
	Food Service Manager I	35
	Food Service Manager (HFCC)	36
		37
	* <u>CASHIER</u>	38
		39
		40
		41
		42
		43
		44
		45

N O T E

- Underlined classifications are major classifications.

- 1 2. Non-bid classifications are designated by an asterisk (*). All other
 2 classifications are bid classifications.
 3
 4 3. Listing of classifications within a major classification shows lowest
 5 paying classification at top and proceeds to the highest paying clas-
 6 sification at the bottom.
 7
 8 4. Skilled A classifications are designated by (A).
 9
 10 5. Skilled B classifications are designated by (B).
 11
 12 6. Skilled C classifications are designated by (C).
 13
 14 7. The classification Metal(s) Mechanic replaces the old classifications
 15 of Welder and of Sheet Metal Mechanic. Any person who qualified for
 16 either old classification shall be considered qualified for the new
 17 classification and will perform the work of both former classifica-
 18 tions.
 19
 20 8. The classification Motor/Equipment Mechanic-Driver replaces the old
 21 classifications of Bus Driver-Mechanic and of Grounds Crew Mechanic.
 22 Any person who qualified for either old classification shall be con-
 23 sidered qualified for the new classification and will perform the work
 24 of both former classifications, except that employees in this classi-
 25 fication will not drive a bus on a regular bus run.
 26
 27 9. Painters, Glaziers and Mechanics shall receive fourteen cents (14¢) per
 28 hour above the skilled A rate commencing September 1, 1973, and shall be
 29 classified as skilled B as of September 1, 1974.
 30
 31
 32

SCHEDULE B
 SALARY SCHEDULE 1973-1974

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Custodian	\$3.99	\$4.21	\$4.94		
Head Custodian HFCC	4.51	4.77	4.89	\$5.44	
Bus Driver	4.57	5.29			
Grounds	4.57	5.29			
Leader (50¢) premium					
Stock-Clerk Checker	4.74	5.54			
Skilled A	5.30	5.59	5.90	6.52	
Skilled B	5.52	5.82	6.15	6.79	
Skilled C	5.64	5.95	6.27	6.90	
Fireman	4.64	4.89	5.58		
Food Manager HFCC	4.11	4.34	4.92		
Lunchroom Manager I	3.81	4.02	4.59		
Lunchroom Manager II	3.68	3.88	4.44		
Lunchroom Manager III	3.56	3.75	4.30		
Satellite Manager	3.39	3.88			
Lunchroom Assistant	3.20	3.67			
Baker	3.31	3.81			
Cook	3.31	3.81			

SALARY SCHEDULE 1973-1974 (cont.)

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Cashier	\$3.45				
Janitress	3.08	\$3.62			
Matron & Laundress	3.20	3.75			
Offset Printer	5.11	5.40	\$5.69	\$6.40	
HFCC Utilityman	4.64	5.44			
Orthopedic Matron	3.35	3.90			
Instructional Aides	3.73	3.94	4.30		
HFCC Grill Cook	3.36	3.83			
Data Processing Machine Operator	5.31	5.60	5.91	6.62	
Keypunch Operator	3.30	3.53	3.76	3.99	\$4.74
Secretary II & Library Aide	3.41	3.64	3.87	4.10	4.84
Secretary III	3.65	3.88	4.11	4.34	5.08
Secretary/Key Punch Operator	3.75	3.96	4.18	4.41	5.10
Secretary IV	3.94	4.16	4.39	4.62	5.32
Vision Screening Technician	4.02	4.25	4.48	4.72	5.50
Secretary V & Hearing Coordinator	4.22	4.45	4.69	4.94	5.65

SALARY SCHEDULE 1974-75

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Custodian	\$4.20	\$4.43	\$5.20		
Head Custodian HFCC	4.75	5.02	5.14	\$5.72	
Bus Driver	4.81	5.57			
Grounds	4.81	5.57			
Leader (50¢) premium					
Stock-Clerk Checker	4.99	5.93			
Skilled A	5.58	5.88	6.21	6.86	
Skilled B	5.81	6.12	6.47	7.14	
Skilled C	5.93	6.26	6.60	7.26	
Fireman	4.88	5.14	5.87		
Food Manager HFCC	4.32	4.57	5.18		
Lunchroom Manager I	4.01	4.23	4.83		
Lunchroom Manager II	3.87	4.08	4.67		
Lunchroom Manager III	3.75	3.95	4.52		
Satellite Manager	3.57	4.08			
Lunchroom Assistant	3.37	3.86			
Baker	3.48	4.01			
Cook	3.48	4.01			
Cashier	3.63				
Janitress	3.24	3.81			
Matron & Laundress	3.37	3.95			
Offset Printer	5.38	5.68	5.99	6.73	

SALARY SCHEDULE 1974-75 (cont.)

	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1						
2						
3						
4						
5	HFCC Utilityman	\$4.88	\$5.72			
6	Orthopedic Matron	3.52	4.10			
7	Instructional Aide	3.92	4.15	\$4.52		
8	HFCC Grill Cook	3.54	4.03			
9	Data Processing Machine					
10	Operator	5.59	5.89	6.22	\$6.96	
11	Key punch Operator	3.47	3.71	3.96	4.20	\$4.99
12	Secretary II &					
13	Library Aide	3.59	3.83	4.07	4.31	5.09
14	Secretary III	3.84	4.08	4.32	4.57	5.34
15	Secretary/Key Punch					
16	Operator	3.95	4.17	4.40	4.64	5.37
17	Secretary IV	4.14	4.38	4.62	4.86	5.60
18	Vision Screening					
19	Technician	4.23	4.47	4.71	4.97	5.79
20	Secretary V &					
21	Hearing Coordinator	4.44	4.68	4.93	5.20	5.94