

*Aug. 31, 1975*

AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN  
AND THE DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION

1973-1975

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AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN  
AND THE DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION

THIS AGREEMENT is made and entered into on this 24th day of September, 1973 and is effective as of that date 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 SCHOOLS OPERATING ENGINEERS ASSOCIATION, hereinafter referred to as the Association.

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 Association mutually agree to provide the best possible education for the children of the school district. To this end, the Employer and the Association 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 Association 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 Association 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 Engineer and Assistant Engineers classified by the Employer as Engineer A, B, C, D or E, and Engineer - Plant Director, Henry Ford Community College, excluding all other supervisors, teaching personnel and all other employees. Substitutes shall not be covered by this Agreement.

ARTICLE II - UNION SECURITY

- A. Employees covered by this Agreement (hereinafter called "employee or employees") shall be required as a condition of employment to become members of the Association within thirty (30) days of the date of

execution of this Agreement and to remain members in good standing, or to pay a service charge to the Association equivalent to the union dues.

- B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the date of execution of this Agreement shall be required as a condition of continuing employment to become members of the Association within ten (10) days after the 30th day following the beginning of their employment and remain members in good standing, or to pay a service charge to the Association equivalent to the periodic dues.
- C. Any employee who does not tender either the periodic Association dues to the Association, or an amount equivalent thereto as a service charge, 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 Association first has notified him by letter addressed to his last known address concerning such delinquency, indicating the amount due 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 Association has furnished the Employer with a copy of the letter sent to the employee and notice that he has not complied with the Association's request. When requesting the Employer to terminate the employee, the Association shall further specify the following by written notice:

"The Association certifies that

\_\_\_\_\_ (Name)

has failed to tender either the periodic and uniformly required Association dues or an amount equivalent thereto as a service charge, required as a condition of continued employment under the collective bargaining agreement and demands that, under the terms of the Agreement, the Employer shall terminate this employee."

- 3. The Employer agrees that, within five (5) days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his services shall be terminated at the end of the pay period next following the pay period in which the Employer's notice is sent to the employee unless in the meantime the employee tenders the required dues or an amount equivalent thereto as a service charge. If the employee fails to comply within the required time, the Employer agrees to terminate the employee at the end of the pay period following the pay period in which the Employer's notice to the employee is sent.
- D. The Association 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.



ARTICLE III - CHECK OFF

- A. Employees who wish to do so may sign and deliver to the Business Office of Employer an assignment authorizing deduction of membership dues or an amount equivalent thereto as a service charge of the Association by the Employer in the form hereinafter set forth:

"Authorization for Check Off Dues

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

I hereby revoke any and all prior authorizations for check off of dues to any union or any scholarship fund. I hereby assign to the DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION 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 SCHOOLS OPERATING ENGINEERS ASSOCIATION may certify as due and owing from me as membership dues, or an amount equivalent thereto as a service charge (but not including an initiation or reinstatement fee), in such sums as may be established from time to time by said Association in accordance with the constitution of said Association, 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 Association, at such times and in such manner as may be agreed upon between you and the Association 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, by written notice to the Employer and the Association. 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 Association between August 10th and August 31st, inclusive, of each successive year.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Address of Employee

\_\_\_\_\_  
Type or print name of Employee

\_\_\_\_\_  
City State

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Employee No.

\_\_\_\_\_  
Social Security No."

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

- B. The Employer will deduct current membership dues, or an amount equivalent thereto as a service charge, 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 or service charges 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.
- C. All sums deducted shall be remitted to the treasurer of the Association 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 Association.
- D. In cases where a deduction is made which duplicates a payment already made to the Association by an employee, or where a deduction is not in conformity with the provisions of the Association constitution and by-laws, refunds to the employee will be made by the Association.
- E. Each remittance shall be accompanied by an itemized list of persons for whom regular deductions were made.
- F. The Association 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.

#### ARTICLE IV - GRIEVANCE PROCEDURE

- A. A grievance is an allegation of violation, misapplication or misinterpretation of specific provision(s) of this contract.
- B. All grievances shall be handled by the following procedure:

Step 1 - The employee shall first discuss the grievance with his immediate supervisor within fifteen (15) work days of the occurrence of the facts on which the grievance is based in an attempt to resolve the grievance informally. Within one (1) work day thereafter, the immediate supervisor shall give a verbal reply to the employee and the Association. An employee not satisfied with the immediate supervisor's reply may take his grievance to the Association for consultation.

Step 2 - If the grievance is to be processed further, within fifteen (15) work days of the immediate supervisor's reply the employee and/or an Association representative shall then reduce the grievance to writing signed by the employee and the employee shall then present the grievance to the immediate supervisor. The employee and one Association representative shall then meet with the immediate supervisor at a time designated by the immediate supervisor within two (2) work days after receipt of the written grievance in a further effort to resolve the grievance. Within

five (5) work days thereafter, the immediate supervisor shall communicate his decision in writing to the employee lodging the grievance and to the Association.

Step 3 - Within fifteen (15) work days after delivery of the immediate 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) work 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 Association. As part of his investigation, the Superintendent or his representative shall give the person or persons who presented the grievance at Step 2 a hearing in the presence of the Association representative(s).

Step 4 - Within ten (10) work days after delivery of the Superintendent's decision, the grievance may be appealed to the Board of Education by the Association. 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) work 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) work days after delivery of the appeal. It is understood that, following the decision of the Board of Education at Step 4, the Association reserves its right to utilize the procedures of the Michigan Employment Relations Commission as provided by statute.

Step 5 - If the Association is dissatisfied with the decision of the Board of Education, the Association may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President of the Board of Education and to the American Arbitration Association within five (5) work days after the Association'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 Association. 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 Association 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.

- C. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be

commenced at Step 3. If a grievance arises from the alleged action of authority higher than the supervisor, the grievance may be originally presented at Step 3. The grievance must be presented within fifteen (15) work days of the occurrence of the facts on which the grievance is based.

- D. 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 Association within the time limits in Step 4 of the grievance procedure, the grievance will be decided in favor of the employee and the Association; for this purpose any notice postmarked within the time limits and mailed to the employee and the Association at its last known address shall be within the time limits; further, in connection with an Association grievance, no employee need be notified.
- E.
  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.
- F. Any individual employee may present a grievance and have the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, providing the Association has been given an opportunity to be present at such adjustment at all steps after Step 1.

#### ARTICLE V - GRIEVANCE PROCEDURE IN DISCHARGE CASES

- A. Where an employee is discharged or suspended, the employee and the Association shall be promptly notified thereof in writing by the Employer.
- B. If the employee or the Association wishes to file a grievance in connection with such discharge or suspension, they may use the grievance procedure set forth in Article IV hereof, with the following exceptions:
  1. The grievance shall be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step 3.
  2. The grievance must be presented within fifteen (15) work days of the date on which the employee was discharged, or fifteen (15) work days after notification has been sent to the Association, whichever date is later.
- C. In discharge or suspension cases only, appeal of the decision at Step 4 of the grievance procedure may be made by the employee and/or the Association to the American Arbitration Association, provided such appeal is made within thirty (30) days after delivery of the decision at Step 4. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the



arbitrator and of the American Arbitration Association shall be shared equally by the Employer and the Association or by the Employer and the employee if the employee is not represented by the Association. The decision of the arbitrator shall be final and binding upon the employee involved and upon the parties to this Agreement and judgment thereon may be entered in any court having jurisdiction. The arbitrator shall confine his opinion to the sole question of whether the discharge or suspension was unjust or improper.

- D. Any employee who is reinstated after discharge or suspension which has been adjudged to have been unjust or improper, will be returned to work on his regular job without loss of his seniority rights and with full back pay less deduction of other earnings for the period in question from employment pursued in place of his employment with Employer, unless Employer and Association agree otherwise or arbitrator decides otherwise.

#### ARTICLE VI - PROBATIONARY EMPLOYEES AND EMPLOYEES ON PROBATION

##### A. Probationary Employees:

1. Employees newly hired, rehired or initially assigned into this unit shall be considered as probationary employees for the first six (6) months of employment. The six (6) months may be extended by the amount of absence in the period.
2. The Association shall represent the probationary employees for the purpose 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.

##### B. Employees on Probation (not to be confused with Probationary Employees):

1. An employee presently in the unit who has been promoted to a higher classification shall be known as an employee on probation and shall be required to complete satisfactorily a probationary period of six (6) months, starting with the date of the new assignment.
2. The employee shall be given the reason(s) if it is determined he did not satisfactorily complete his probationary period. If the employee wishes to appeal such a determination, he shall be entitled to a hearing with the Superintendent or his designee, if a K-12 related job is involved, or the President of HFCC or his designee if a College job is involved. The decision of the administrator who conducts the hearing shall be final and not subject to the grievance procedure.
3. An employee who does not satisfactorily complete his probationary period shall return to his previous classification and position on the salary schedule, but shall not be guaranteed placement on his last assignment.

ARTICLE VII - SENIORITY AND CLASSIFICATION

## A. Seniority shall be defined as follows:

1. Employment seniority - length of continuous service with Employer.
2. Unit seniority - length of service as an engineer.
3. Classification seniority - length of service in specific classification, which classifications are set forth in Schedule A.

## B. Seniority during probationary periods:

1. Only when a probationary employee satisfactorily completes his probationary period shall he be entered on the seniority list and shall then rank for unit and classification seniority from the date of entering the unit.
  2. An "employee on probation" shall, after completion of his probationary period, have seniority in his new classification from the date of promotion.
  3. An employee who fails to complete satisfactorily his probationary period shall accumulate seniority in the unit and in the classification from which the promotion was made.
- C. An employee demoted to a lower classification shall retain, but not accumulate further, seniority in the higher classification.
- D. An employee promoted to a higher classification shall retain seniority in the former classification and in all classifications lower than his former classification, and shall accumulate seniority in all classifications lower than the new classification commencing with the date of promotion to the new classification.
- E. An employee who is absent on approved leave shall accumulate seniority in his classification.
- F. An employee not working, but receiving workmen's compensation benefits for any reason because of his work for Employer, shall accumulate seniority for the period the employee cannot work and is receiving such workmen's compensation benefits and shall receive any salary increases and increments.
- G. An employee's seniority shall not be affected or interrupted as a result of layoffs, injury, illness, leaves of absence, or other causes not due to the voluntary act or fault of the employee. However, the employee's seniority shall be terminated for any of the following reasons, unless the Employer and the Association, by agreement in writing, determine otherwise:
1. He voluntarily quits or resigns.
  2. He is discharged for cause and the discharge is not reversed through the grievance procedure.

- H. An employee moved into a supervisory or administrative job with Employer but outside the bargaining unit will continue to accumulate seniority and all persons who in the past have been engineers and are now employed in other supervisory or administrative positions with Employer will have their seniority accumulate during the time they are so employed.
- I. An employee who is requested to work on a temporary assignment in a higher classification shall not accumulate seniority standing in the temporary classification.
- J. The Employer shall, within sixty (60) days after signing of this Agreement, furnish the Association a seniority schedule containing the name, payroll number, employment seniority, unit seniority and classification seniority of each member of the bargaining unit. Revised schedules will be furnished the Association by the Employer every year. The Association shall be furnished, upon request, information concerning employment date, classifications and rate of pay of any employee to whom this Agreement is applicable.

#### ARTICLE VIII - LAYOFF AND RECALL

##### A. Layoff

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 reduced.
2. Probationary employees and employees on probation within the affected classification(s) shall be the first to be subject to change in classification or layoff. If a further reduction in numbers within a classification is necessary, the least senior employee(s) in the affected classification shall be the next one(s) to be affected by a change in classification or layoff.
3. If any employee who is dislodged by No. 2 above has sufficient seniority as an engineer to retain employment in the unit, he may "bump" into any other classification in which he has seniority, provided he has sufficient seniority to do so. If he has sufficient seniority to do so, he shall displace the employee with the lowest seniority in the classification or the employee with the lowest seniority in the classification on the same shift. The employee thus dislodged and any subsequently dislodged shall be accorded the same opportunities to exercise seniority.
4. Any employee dislodged by the "bumping" process must return to the position from which he was "bumped" if the job again becomes available unless in the interim he was promoted or voluntarily transferred, in which case it is optional.
5. The same basic pattern outlined in 1 - 4 above shall apply to surplus in classification resulting from the closing of a school, except that in the event the engineer in said closed school is not the junior employee in his classification he may exercise one (1) of the following two (2) options:

- a. he may "bump" the junior engineer in his classification on his shift, provided he has sufficient seniority to do so;
- b. he may occupy the vacancy caused by the "bumping" of the junior man in the classification.

If option "a," immediately above is exercised, the engineer who is thus "bumped" must fill the vacancy referred to in "b," immediately above.

6. If the resultant realignment of work force in the unit because of 1 through 5 above creates a situation in which there are more engineers than positions available, those unassigned engineer(s) may be laid off.
7. In the case of layoff, management will give as much advance notice as is possible to employees affected and to the Association.

#### B. Recall

Employees on layoff shall be recalled from layoff in reverse order of layoff for any vacancy which may occur for which they are qualified, provided the vacancy so available is available after all other contractual provisions regarding the filling of vacancies have been observed.

### ARTICLE IX - FILLING OF VACANCIES

#### A. Definitions

1. A classification is any one of the positions listed in Schedule A.
2. A transfer is a lateral movement of an employee between locations in the same classification.
3. A promotion is a transfer to a higher paying classification.
4. A demotion is a transfer to a lower paying classification.

#### B. Vacancies in classifications

1. Vacancies in classifications will be posted no later than fourteen (14) working days after vacancy exists and will be posted for a period of ten (10) working days. The posting will include classification title and a brief description of job duties. Only those employees who submit a bid form during the 10 working day period of posting will be considered for the job and will be permitted to file a grievance against the final selection.
2. Transfer procedure deadlines are established as follows:
  - a. The earlier of the following dates will be the deadline for refusing a transfer: (1) the date transferee is to report to his new position; (2) the date of the transfer notice (flowsheet) which is sent to all parties concerned including the employees affected.

- b. The deadline for submitting bids on a vacancy will be the deadline reflected on the posted bulletin in accordance with B. 1. above.
- 3. 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.
- 4. Any employee who voluntarily demotes shall be ineligible for promotion for a period of one (1) year from the effective date of the demotion.
- 5. 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 qualifications and ability to do the job. It is agreed that leadership and management ability are among the necessary qualifications for promotion.

Employer can consider people who are not employees in the bargaining unit only when there are no bids from within the unit or the bids have been exhausted without finding an acceptable applicant. Employees shall be on probation as indicated in Article VI, Section B, and during the probationary period Employer may determine whether the employee can do the job, which determination shall be final and not be subject to grievance procedure.

Where employees have the qualifications therefor, job vacancies will be filled in accordance with the following order or priority:

- a. Return of bumped employee from another position within same classification or in another classification.
- b. Return from layoff or extended health leave dependent on seniority in classification.
- c. Voluntary demotion.
- d. Transfer (non-promotion) not inclusive of "probationary employees" or "employees on probation."
- e. Return from leave, other than extended health leave, to same classification.
- f. Lateral transfer of an "employee on probation."
- g. Promotion according to rank of classification.
- h. Return from leave to a higher classification.



- i. Lateral transfer of "probationary employee."
  - j. New hire or new to unit.
6. If persons applying for the vacancy have the same qualifications and priority and are with priorities a, b, c, d, e, f, above, seniority within the classification shall govern. If no persons applying for the vacancy are in priorities a, b, c, d, e, f, unit seniority shall govern, assuming qualifications are equal.
  7. Unsuccessful applicants with a higher priority than, or with the same priority as and more seniority than the persons selected will be given specific reasons in writing why they were 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 Association. The Association will be furnished a copy of all bids by the employees for a vacancy and the Association will be furnished with a copy of bid lists for a given vacancy by the Personnel Office. The Association shall have the opportunity for a member of the Executive Board to be present as an observer at all interviews. The employee having the highest priority and the highest seniority appropriate to that priority shall be interviewed first. He must be either accepted or be given specific reasons in writing why he is rejected before the next person in rank order is interviewed. The same principle shall apply to any other interviews necessary. Employer shall advise the Association of its selection for a given vacancy and solicit any comments the Association may have in connection therewith. In the event no employee from within the unit applies for the vacant position, the Employer may interview all applicants before making a selection.

#### ARTICLE X - CLASSIFICATIONS AND RECLASSIFICATIONS

- A. The Employer and the Association will mutually agree on a pay rate for any new classification within the bargaining unit. In the event a new classification is created by the Employer, and the Employer and the Association disagree on whether the new position belongs in the unit such dispute shall be submitted to the grievance procedure. In the event the parties are unable to agree as to rate of pay for the new classification, 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
- B. Reclassification requests within the bargaining unit shall be acted upon by a reclassification committee which shall include a chairman and three (3) other members appointed by the Employer and three (3) members designated by the Association.
  1. The committee shall meet as required and act on all requests for reclassification filed with the chairman of the committee.
  2. Prior to the Employer representatives acting upon a request, all members of the committee shall vote on the request by secret ballot. The Association shall be advised of the results of the vote. The

Employer members will then act upon the request 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 8 hereof. When the Employer members act upon a request, the Association members will not be present.

3. The chairman of the committee will furnish the Association with a copy of:
  - a. Application for reclassification;
  - b. Agenda two (2) days prior to the meeting;
  - c. Committee minutes within one (1) week after the committee meeting.
4. An employee, the Association on behalf of an employee, a supervisor, or an administrator, may initiate a request for classification change.
 

If the employee or the Association initiates the request, the employee or the Association 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.
5. Applications must be filed with the chairman of the committee five (5) days prior to the meeting.
6. The committee may request the employee and/or his supervisor to furnish additional information or appear before the committee within thirty (30) days of such request. The employee may be represented by the Association.
7. The employee shall be notified of the committee's decision in writing within one (1) week after the decision is made.
8. The employee and/or the Association may appeal the ruling of the committee within one (1) week following notification. An appeal must be submitted to the Director of Personnel in writing. The Director of Personnel shall hold an appeal hearing within two (2) weeks of the appeal request. The employee and/or the Association representative shall be present.
9. Changes in classification shall be submitted for approval to the Board of Education.
10. Any position which is reclassified upward and was held by an employee for less than one (1) year prior to the reclassification will be re-bid.

#### ARTICLE XI - MISCELLANEOUS RATE ADJUSTMENTS, JOB REQUIREMENTS AND OVERTIME

- A. Employees temporarily assigned to a class of work for which the minimum wage

rate herein specified is higher than his 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 regular wage rate, whichever is greater.

B. It is recognized that all disputes on work assignments should be resolved at the building or departmental level wherever possible.

- C. 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. a. Employer shall determine when overtime is necessary, except that the Employer delegates to the Building Engineer, in accordance with his responsibility for building safety and security, the authority to determine when overtime work is required as a result of damage or potential damage to the building, building facilities or site, which may cause further damage to the building or site, or prevent the use of the building and its facilities if immediate action is not taken by the Building Engineer.

After overtime is worked, as a result of the above conditions, the Building Engineer shall immediately submit to the Supervisor of Operations an Overtime Report indicating the reasons for said overtime worked and the number of overtime hours worked by all involved employees.

- b. Regularly scheduled overtime for building security check or other approved operations shall be worked in accordance with instructions from the Building Principal or other designated immediate supervisor, subject to approval by Employer through appropriate channels.
- c. Building Engineers shall, upon the request of their immediate Supervisor, provide estimates of overtime labor hours necessary for non-scheduled use of the building for which a Building Use Permit may be issued.

Building Engineers shall not schedule or work such overtime without the approval of their immediate supervisor.

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.
4. An attempt shall be made to equalize overtime between engineers in the same building over a six-month period and there shall be no requirement of giving any particular overtime to the person with the least number of overtime hours. A report of overtime allocation for the six-month periods ending February 28th and August 31st will be made available to the Association.
5. For the purpose of this clause, any employee who was given an opportunity to work overtime and did not choose to work overtime will be charged

with the number of overtime hours of the employee who worked during that time. The employee who worked will also be so charged.

6. Any employee who has changed classification will be charged with the highest number of overtime hours that anyone else has accumulated for the contract period in said new classification in the same building on the day the change in classification becomes effective.
  7. Employees' starting time will not be changed during the regular school year unless the change in starting time is for at least a month's duration.
- D. 1. 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 Building Services Manager or the Director of Personnel.
2. Each employee shall receive an additional seven cents (7¢) per hour above the wage schedule set forth herein upon commencing his tenth year of seniority with Employer, an additional seven cents (7¢) per hour commencing his eighteenth year of seniority with Employer and an additional seven cents (7¢) per hour 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 shall be paid, regardless of past practice.
  3. Engineers with first class license shall receive an additional ten cents (10¢) per hour above the wage scale for maintaining same.

The above practice will be continued but will not be extended to any other engineers obtaining such license after August 31, 1975.

Any new promotion to any of the following classifications will require, as a primary consideration, the designated license:

Engineer - Director of Plant (HFCC)	1st class
Engineer A (Includes Fordson)	1st class
Engineer B	2nd class
Engineer C	3rd class
Engineer D	High Pressure
Engineer E	Boiler Operator's License

ARTICLE XII - CLASSIFICATION OF BUILDINGS FOR STAFFING PURPOSESA. Engineer Classifications Related to Size of Building:

These standards do not apply to the Henry Ford Community College - Fairlane Campus. All other present buildings shall remain as currently classified so far as the classification of the Engineer assigned to that building is concerned. No Engineer in any building shall be upgraded or downgraded because of the classifications set forth herein.

These classifications shall apply to new buildings and/or additions to present buildings operated by Employer, and except as set forth in the next paragraph, apply to present buildings.

An Engineer will be assigned to each building operated by the Dearborn Public Schools, except:

- (1) Individual buildings now considered as part of multi-building units,
- (2) the Service Building, (3) the Martin School. If the Martin School is activated, it will be considered with another building as a multi-building unit.

The classification of buildings for assignment of Engineers is based on the following weighted square foot area:

<u>Weighted Square Food Area</u>	<u>Engineer Classification</u>
Up to 30,000 (Clark)	E
30,001 to 43,000 (DuVall, Wm. Ford, Howard, Howe, Lindbergh, Long, Nowlin, Oakman, Oxford, River Oaks and Ten Eyck)	D
43,001 to 70,000 (Fairlane, Henry Ford, Haigh, McDonald, Snow and Whitmore Bolles)	C
70,001 to 225,000 (Adams/Salisbury, Bryant, Edison, Maples, Miller/Searle, Salina, Smith, Stout and Woodworth)	B
225,001 to 350,000 (Dearborn, Fordson, Edsel Ford and Lowrey)	A

An Assistant Engineer D is, and will be assigned to each building with a weighted square foot area in excess of 225,000.

The actual square foot area will be adjusted by the following to arrive at the weighted square foot area per building:

1. Swimming Pool in Elementary School 5%
2. Junior High School 10%
3. Multi-Floor Building 10%



4. Senior High School 20%
5. Multi-Building Unit 20%
- B. In school operations positions requiring engineers, the temporary replacement of an engineer due to his absence will be made according to the following priority, insofar as possible:

Relief Engineer \*  
 Assistant Engineers  
 Non-engineers with appropriate license.

\*The Assistant Engineer in a given building may be used to replace the Engineer in that building before a Relief Engineer.

SCHEDULE A

ENGINEERS

Engineer Class E  
 Engineer Class D  
 Engineer Class C  
 Engineer Class B  
 Engineer Class A (Including Fordson)  
 Engineer Class - Director of Plant (HFCC)

NOTE: Underlined classification is a major classification.

NOTE: Major classification shows lowest paying classification at top and proceeds to the highest paying classification at the bottom.

SCHEDULE B

1973-74 Salary Schedule

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Engineer E	\$5.33	\$5.63	\$6.28		
Engineer D	5.44	5.74	6.40		
Engineer C	5.60	5.91	6.63		
Engineer B	5.75	6.06	6.40	\$6.93	
Engineer A	5.95	6.27	6.62	7.21	
Engineer A (Fordson)	6.00	6.34	6.68	7.45	
*Engineer - Director of Plant (HFCC)	\$15,192.00	\$16,027.00	\$16,908.00	\$17,432.00	\$19,003.00

1974-75 Salary Schedule

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Engineer E	\$5.61	\$5.92	\$6.61		
Engineer D	5.72	6.04	6.73		
Engineer C	5.89	6.22	6.97		
Engineer B	6.05	6.38	6.73	\$7.29	
Engineer A	6.26	6.60	6.96	7.58	
Engineer A (Fordson)	6.31	6.67	7.03	7.84	
*Engineer - Director of Plant (HFCC)	\$15,982.00	\$16,860.00	\$17,787.00	\$18,338.00	\$19,991.00

\*To this salary will be added credit for longevity, hours, and license as previously set forth in this Agreement. Director of Plant shall not receive any pay for overtime and is expected to work all hours necessary to accomplish his duties. The salary for the position shall be a five step schedule. An individual filling this position who promotes within the bargaining unit shall begin at Step 3 but not higher than Step 4.

ARTICLE XIII - MISCELLANEOUS

- A. 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.
- B. 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 Association is first consulted. However, Employer has the right to change any present practice and/or procedure. The Association 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.
- C. Engineers will prepare probationary reports, work schedules and vacation schedules for all persons under their supervision and submit them for approval to their principal (or other appropriate Supervisor in the case of the Henry Ford Community College.) Engineers shall also review time

cards for all employees under their supervision to ascertain their accuracy, and shall then sign them if they believe them to be accurate and deliver them to their principal or other immediate supervisor as stated above. They shall a) follow established procedures, b) develop improved procedures for training and c) procure substitutes in the event persons under their supervision are absent.

- D. 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 Association 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.

E. Job Authority Relationships

In recognition of the need for continuity of service and the safety of pupils, personnel and general public, it is understood and agreed that operation of all steam, water, air and electrical lines leading to and from the power plant and their associated equipment (boilers, fans, motors, pumps, compressors, water heaters, switches, etc.) are the direct responsibility of the building engineer. The building engineer, or, if he is not available, the building office will be notified of repair work to be performed of a non-emergency nature, in advance of such performance.

- F. For the purposes of this contract in connection with Engineers who are regularly employed at Henry Ford Community College, the term Superintendent shall mean President - H.F.C.C.

ARTICLE XIV - 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 Association 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:

- A. 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;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- C. To determine the hours of work and the duties, responsibilities, and assignments of employees, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan, and the Laws and Constitution of the United States.

#### ARTICLE XV - COLLECTIVE BARGAINING

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### ARTICLE XVI - RATES OF PAY ON PROMOTIONS AND DEMOTIONS

An employee promoted to a higher paying classification will experience an anniversary date change to the date of the promotion and advance to the pay step in the new classification which is nearest to the employee's previous pay step; provided that the employee will not receive less than a fifteen cent (15¢) per hour raise, and provided that the maximum of the new classification is not exceeded.

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

Anniversary dates are dates upon which appointment, promotion or demotion is granted.

#### ARTICLE XVII - REPORTING AND CALL IN PAY

- A. 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.

- B. 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.
- C. Employees required to do building checks shall receive a minimum of two (2) hours' pay at their regular rate of pay plus overtime if applicable.

#### ARTICLE XVIII - SHIFT PREMIUM AND HOURS

- A. Employees regularly employed on the second and third shift shall receive in addition to their regular pay for the pay period fifteen cents (15¢) per hour and twenty cents (20¢) per hour, respectively, additional compensation.
- B. 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.
- C. There must be shifts for the particular job involved for shift pay to be applicable regardless of when the employee starts work.

#### ARTICLE XIX - OVERTIME PAY

- A. The applicable overtime shall be as follows:
  - 1. Time and one-half for all hours over eight (8) in one day;
  - 2. Time and one-half for hours in excess of forty (40) hours in any one week;
  - 3. Double time for work on Sundays or the holidays set forth in Article XXI of this Agreement, plus holiday pay pursuant to Article XXI, if applicable.
- B. There shall be no pyramiding of overtime. Any hours paid at overtime rate for any of the above reasons shall not be counted to compute overtime for any other reasons.

#### ARTICLE XX - SEVERANCE PAY

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

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



An employee who retires on or after his sixty second birthday shall also be eligible for retirement severance pay even though he does not qualify under the Michigan School Employees Retirement System for regular or medical retirement.

ARTICLE XXI - HOLIDAYS

A. 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. 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, personal illness leave, emergency leave or vacation (not including personal business day or days) and presents documentation satisfactory to the personnel department that employee was legitimately on the above-mentioned leave for the above days not worked, then said employee shall receive pay for the holiday.
3. When one of the holidays set forth below falls within an eligible employee's approved vacation period, and he is absent from work during his regular scheduled work week because of such vacation, he shall be paid his regular pay for such holiday.

B. There shall be nine (9) paid holidays. The holidays for the 1973-74 year are as follows:

Monday, September 3	Labor Day
Thursday, November 22	Thanksgiving
Monday, December 24	Christmas
Tuesday, December 25	Christmas
Monday, December 31	New Years
Tuesday, January 1	New Years
Friday, April 12	Good Friday
Monday, May 27	Memorial Day
Thursday, July 4	Independence Day

The holidays for the 1974-75 year are as follows:

Monday, September 2	Labor Day
Thursday, November 28	Thanksgiving
Tuesday, December 24	Christmas
Wednesday, December 25	Christmas
Tuesday, December 31	New Years
Wednesday, January 1	New Years
Friday, March 28	Good Friday
Monday, May 26	Memorial Day
Friday, July 4	Independence Day

- C. 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.

#### ARTICLE XXII - VACATIONS

- A. Paid vacation at regular pay will be earned by employees in the bargaining unit only as follows:
1. Less than ten (10) years service with Employer - one and one-quarter (1-1/4) days per month, or major fraction thereof, worked.
  2. Ten (10) years or more service with Employer - one and two-thirds (1-2/3) days per month worked.
- Days worked shall include days paid for as holidays, vacation days, sick leave days or personal business days.
- B. Vacation days provided for in paragraph A. of this Article will be credited to employees on July 1st for the ensuing twelve month period in advance of earning them. If vacation days were used but not earned at the time of termination, said unearned days shall be repaid to Employer.
- C. On or prior to May 1st of each year each employee shall communicate his desires to his immediate supervisor as to his vacation preference for the following year. Employees with the most seniority in classification will be given preference in vacation schedules, providing the resulting vacation schedule is not detrimental to the operation of the department in question. The Employer, prior to July 1st, will post the vacation schedule. All vacation requests made after May 1st will be considered without benefit of seniority for then available periods.
- D. The schedule set forth in paragraph A. of this Article is supervisors' vacation schedule. Therefore, if relief is not available at regular non-overtime rates or Employer's maintenance schedule would be adversely affected by employee's absence or vacation desired is otherwise detrimental to the operation of the school system, (all of the above decisions to be made at Employer's sole discretion) then the vacation schedule of the employee shall be rescheduled, if at all possible. If an employee does not or cannot use his vacation days accumulated as of June 30th, by that time any unused vacation days shall be forfeited on July 1st. Any situation not due to the fault of the employee shall be subject to review on appeal. This appeal to involve meaningful discussion between the Supervisor of Operations and/or the Building Service Manager and the employee. Employer's decision in these matters is final and not subject to the grievance procedure.

ARTICLE XXIII - INTER-SCHOOL MAIL

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

ARTICLE XXIV - ABSENCE FOR ILLNESS, PERSONAL BUSINESS, EMERGENCIES  
OR CATASTROPHES

## A. Employees shall be entitled to the following:

1. All employees shall earn one and one-half (1-1/2) sick leave days per month actually worked. Days worked shall include days paid for as holidays, vacation days, sick leave days or personal business days.
2. All employees are entitled to two (2) days off per year with pay for personal business, which days shall not be accumulated, provided the employees notify their supervisors and verify that it is personal business in advance of taking such day off. These days are provided for the employee to take care of important personal matters that cannot be taken care of outside his regular work hours. These days are not to be on a day preceding or following a holiday or vacation unless approved by his supervisor.
3. Absence due to a general catastrophe (such as a severe snowstorm) which makes it impossible for him to report shall be paid for by Employer. Existence of a catastrophe will be determined by the Superintendent.

## B. Accumulated sick leave days may be used by the employee for absences due to personal illness or emergencies to avoid loss of pay.

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

1. Quarantine of employee or employee's living quarters;
2. Death in the immediate family; (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 associates.)
3. Required court appearance;
4. To provide care for a member of the family when no other arrangements are possible, not to exceed five (5) days per incident or ten (10) days in toto per year starting from the date of this Agreement;
5. Such days as may be required by the employee's religion for holy observance and abstention from work.

- D. All earned but unused sick leave days shall be allowed to accumulate and shall be credited at the beginning of each school or fiscal year, whichever is relevant. The annual yearly allowance shall be in addition to the total accumulated days from prior years.
- E. The yearly sick leave allowance is to be granted in advance of service on the initial anniversary date. However, an employee who resigns or whose employment is severed, but who has used sick leave days beyond those earned shall reimburse the Employer at the time of severance of employment for all used but unearned sick leave days.
- F. 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.
- G. 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.
- H. Upon recommendation of the immediate supervisor, the Personnel Office may approve up to six (6) 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.
- I. 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.
- J. The administration will consider a request for additional sick leave days from a permanent employee who has used up his sick leave days, provided that the employee is on an approved medical leave (Extended Health Leave) and is the head of the household (as defined by the Internal Revenue Code). Such request 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 considerations and the resultant decision shall be solely an administrative decision and not subject to the grievance procedure.

#### ARTICLE XXV - LEAVES

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.

Only personal leaves or civic leaves will be granted. Personal leaves are as follows:

1. Extended Health;
2. Care of Immediate Family;
3. Involuntary.

Civic Leaves are as follows:

1. Military and Peace Corps;
2. Governmental Service

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

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

General Provisions for Personal Leave

1. Return from personal leave will be determined by availability of position and in accordance with provisions established by the transfer policy.
2. Personal leave requests will be honored only after the employee has two consecutive years of service with Employer.
3. Leave extensions will be granted only upon recommendation of the Superintendent and approval of the Board of Education.
4. 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 the Personnel Office.
5. Payment for accumulated sick leave days may not be granted during the term of such leave.
6. An employee absent on personal leave shall receive credit for any regularly scheduled salary increases granted employees in service, excluding increments, and shall also be subject to any general salary adjustments which may be effected.
7. The term "physician" when used in this Article shall mean doctors of medicine (M.D.'s) doctors of osteopathy (D.O.'s) and doctors of dental surgery (D.D.S.).

A. Personal Leaves

1. Extended Health Leave Due to Physical or Mental Causes

- a. Extended Health Leave due to physical or mental causes after sick leave days are exhausted may be granted to employees upon request and the recommendation of the Superintendent and the approval of the Board of Education. Such request shall be in writing and shall be accompanied by a written statement by the attending physician. Such leave may be granted for periods of one year or less. Such leave may be considered for renewal upon the same basis as for the original leave, including a new written statement by the attending physician.
- b. 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.
- c. 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.
- d. An employee eligible to return for whom there is no immediate vacancy shall be given a No. 2 priority on assignment for relief and/or substitute work. (Note: No. 1 priority would be for Relief Engineers as per XII B.)

## 2. Care of Ill Members of the Immediate Family Leave

- a. 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.
- b. 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.
- c. 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.

## 3. Involuntary Leave

An employee may be requested to take Involuntary Leave when it has become apparent to the Superintendent that the individual is no longer able physically and/or mentally to discharge the duties of his position in a competent manner.

- a. Upon the recommendation of the Superintendent and the approval of the Board of Education, the Superintendent may request in writing that any employee take a physical or mental examination as set forth in subparagraph b. hereof at Employer's expense, the results of which may be used for determining Involuntary Leave. Failure to take this examination shall be adequate cause for disciplinary action, including discharge.
- b. When an examination is requested, a report of three physicians may be required; one physician shall be selected by the employee, one selected by the Employer, and a third one shall be mutually agreed upon by both parties.
- c. 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.
- d. The employee requesting return from Involuntary Leave may return only upon the recommendation of the Superintendent following a re-examination according to the procedures outlined in Item b, 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 IX.

## B. Civic Leaves

### 1. Military and Peace Corps Leaves

- a. 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).
- b. 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.
- c. 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.
- d. 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.



- e. 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 d. above.
- f. 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.
- g. 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.

## 2. Governmental Service

- a. 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.
- b. 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.
- c. 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 IX hereof.
- d. 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.
- e. Not more than one per cent of employees shall be on such leave at any one time.
- f. 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.
- g. 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 XXVI - 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 excused from such duty. Such days shall not be deducted from the accumulated sick leave days.

#### ARTICLE XXVII - EMPLOYEES' PERSONNEL FILES

Any employee shall be allowed to inspect his personnel file. 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. References and reports normally sought at the time of employment are specifically exempted from review and may be removed from the file by the Personnel Office prior to review of the file by the employee.

#### ARTICLE XXVIII - WORKMEN'S COMPENSATION

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

- A. 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.
- B. 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

- A. 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 Benefits Certificate of Michigan Medical Service with Master Medical, MVG #2, prescription coverage with the \$1.00 deductible and NC Rider. In addition, full payment in the form of reimbursement for the F Rider will be made in January and June according to the procedure established by the Business Office. This will include presentation of evidence of payment and establishment of eligibility of the dependent rider.
- B. The Board of Education will make monthly contribution for the following month's coverage on behalf of each subscribing employee, toward the cost of the hospital-surgical-medical coverages described above equal to the full subscription rate or premium charge for the classification or coverage to which the employee shall have subscribed according to his marital status and the number of his dependents, provided that such coverage is not in excess of the coverage described in the next paragraph.
- C. The coverage for which the Board of Education will contribute under the foregoing may be, at the employee's option, protection for (1) self only, or (2) self and family (including only spouse and eligible children 19 years of age and under). Coverage will only be provided if proper enrollment forms and/or contract revision forms have been properly filed with the Payroll Department.
- D. Employees may enroll under the "new hire" clause, within thirty days of the date of original employment. Subsequent opportunities to enroll in either of the above plans shall be provided only during enrollment periods specified by the carriers.

ARTICLE XXX - GROUP TERM LIFE INSURANCE

- A. The Board of Education will provide \$12,000 group term life insurance for each employee. All employees termed regular employees by contract provisions are eligible for such insurance. The employee will enroll and designate his beneficiary on the proper application form.
- B. Coverage for new employees will become effective the first of the month following the beginning date of employment, provided the necessary enrollment forms have been filed with the Payroll Department.
- C. Employees being terminated or no longer receiving payroll checks have the option of applying for coverage under the policy on a direct payment basis under the rules established by the carrier.

ARTICLE XXXI - WAGE RATE SCHEDULE

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

ARTICLE XXXII - CONFORMITY TO LAW CLAUSE

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

ARTICLE XXXIII - MATTERS CONTRARY TO AGREEMENT

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

ARTICLE XXXIV - RELEASED TIME

- A. The Employer agrees to hold grievance hearings at times mutually agreeable to the Employer and the Association. A maximum of three (3) Association representatives may be present at all hearings pursuant to Steps 2 to 4 of the grievance procedure.
- B. The three representatives provided for in A. shall be promptly designated in writing and communicated to the Personnel Office. Representatives may be changed by the Association by communicating the names of the new representatives to the Personnel Office one month in advance of the time the Association wishes the new representatives to serve; otherwise, substitutes for any of the above three representatives shall be permitted only:
  1. In negotiation sessions if two consecutive sessions are to be missed by the same representative;
  2. In grievance sessions if one of three representatives is the grievant.
- C. Association President or Designated Representative shall be given released time for any meetings with the administration concerning grievances and job interviews for engineer positions held during said above-mentioned Association representative's ordinary work day.

ARTICLE XXXV - CONFERENCES AND WORKSHOPS

Employer recognizes the value to the employee and the Employer of employee participation in certain conferences and workshops.

ARTICLE XXXVI - DURATION OF CONTRACT

This Agreement shall be effective on September 24, 1973, with wages and benefits 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 15, 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 Association.

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

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

DEARBORN SCHOOLS OPERATING  
ENGINEERS ASSOCIATION

\_\_\_\_\_  
Frank Gallagher, President

\_\_\_\_\_  
M. Lyle Pendleton, President

\_\_\_\_\_  
Anthony P. Witham, Superintendent

\_\_\_\_\_  
Basil Marginean

\_\_\_\_\_  
Willis Peters

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

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

(Signed)

Frank Gallagher, President  
Anthony P. Witham, Superintendent

DEARBORN SCHOOLS OPERATING  
ENGINEERS ASSOCIATION

(Signed)

M. Lyle Pendleton, President  
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