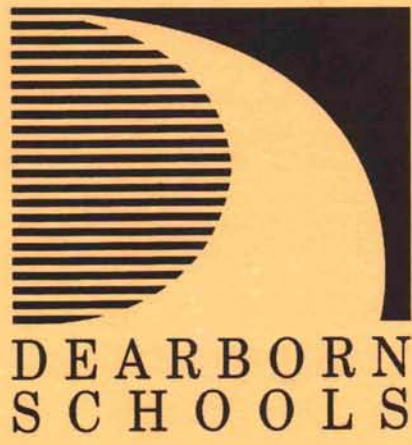


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8/31/2000

**AGREEMENT BETWEEN
THE DEARBORN BOARD
OF EDUCATION**



**AND THE
DEARBORN SCHOOLS OPERATING
ENGINEERS ASSOCIATION**

Dearborn Public Schools

1997-2000

**DEARBORN PUBLIC SCHOOLS
18700 AUDETTE
DEARBORN, MICHIGAN 48124**

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

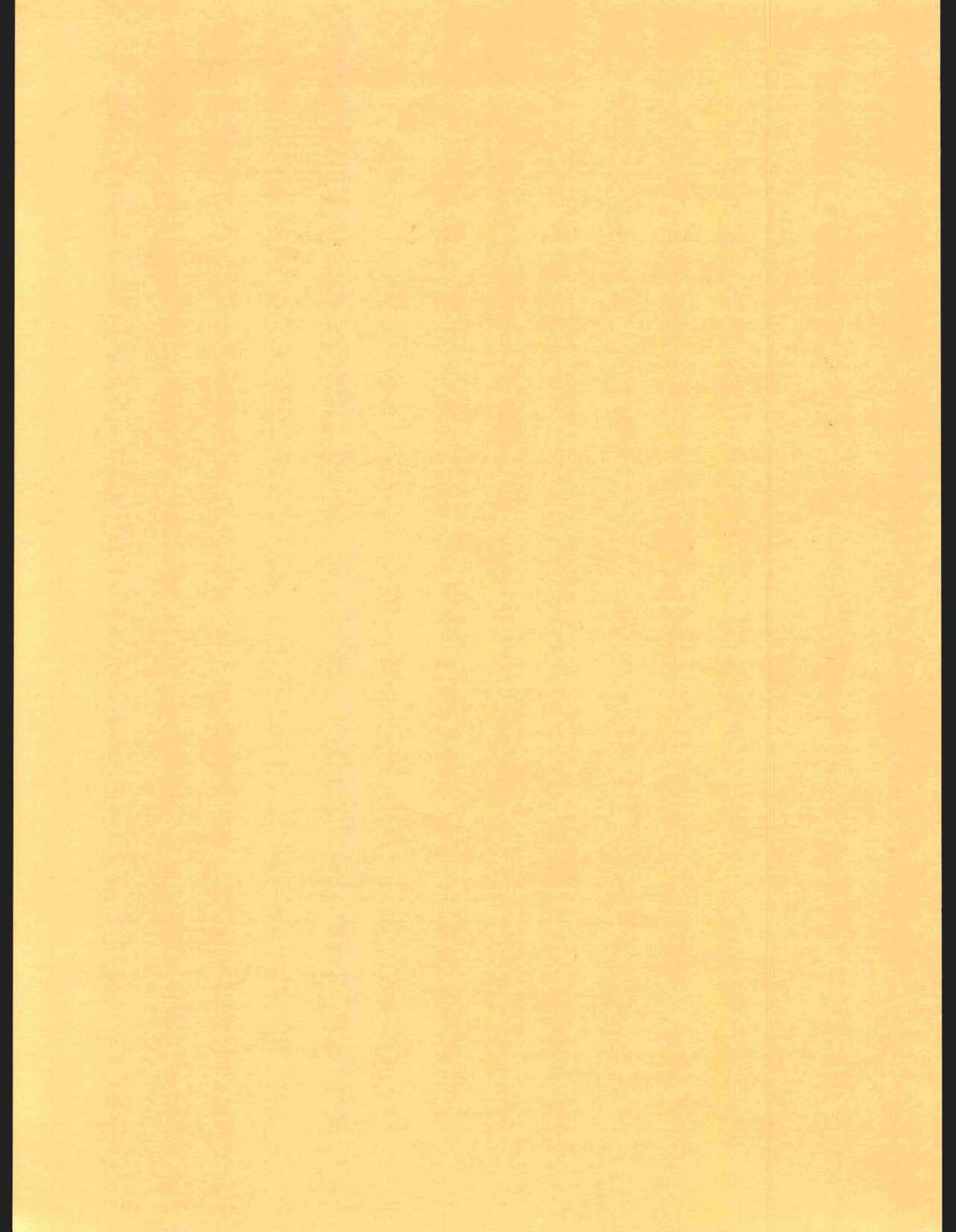


TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PURPOSE AND INTENT	1
I. RECOGNITION	2
II. ASSOCIATION SECURITY	2
III. CHECK OFF	3
IV. GRIEVANCE PROCEDURE	4
V. GRIEVANCE PROCEDURE IN DISCHARGE CASES	6
VI. PROBATIONARY EMPLOYEES AND EMPLOYEES ON PROBATION	7
VII. SENIORITY AND CLASSIFICATION	8
VIII. LAYOFF AND RECALL	9
IX. FILLING OF VACANCIES	11
X. CLASSIFICATION AND RECLASSIFICATION	13
XI. MISCELLANEOUS RATE ADJUSTMENTS, JOB REQUIREMENTS AND OVERTIME	15
XII. CLASSIFICATION OF BUILDINGS FOR STAFFING PURPOSES	17
SCHEDULE A	19
SCHEDULE B	19
XIII. MISCELLANEOUS	21
XIV. MANAGEMENT RIGHTS	22
XV. COLLECTIVE BARGAINING	23
XV. RATES OF PAY ON PROMOTIONS AND DEMOTIONS	23
XVII. REPORTING AND CALL-IN PAY	24
XVIII. SHIFT PREMIUM AND HOURS	24
XIX. OVERTIME PAY	24
XX. SEVERANCE PAY	24
XXI. HOLIDAYS	25
XXII. VACATIONS	27
XXIII. INTER-SCHOOL MAIL	28
XXIV. ABSENCE FOR ILLNESS, PERSONAL BUSINESS, EMERGENCIES OR CATASTROPHES	28
XXV. LEAVES	30
A. Personal Leaves	31
1. Extended Health Leave Due to Physical or Mental Causes	31
2. Care of Ill Members of the Immediately Family Leave	31
3. Child Care Leave	32
4. Involuntary Leave	33
5. Educational Leave	33
B. Civic Leaves	33
1. Military and Peace Corps Leaves	33
2. Governmental Service	34
XXVI. JURY DUTY	35
XXVII. EMPLOYEES' PERSONNEL FILES	35
XXVIII. WORKERS' DISABILITY	35
XXIX. HEALTH BENEFITS	36
XXX. GROUP TERM LIFE INSURANCE	38
XXXI. WAGE RATE SCHEDULE	38

XXXII.	CONFORMITY TO LAW CLAUSE	38
XXXIII.	MATTERS CONTRARY TO AGREEMENT.	38
XXXIV.	RELEASED TIME	39
XXXV.	MIOSHA	39
XXXVI.	LONG TERM DISABILITY INSURANCE	39
XXXVII.	SUCCESSOR AND ASSIGNS	40
XXXVIII.	DURATION OF CONTRACT	40
	LETTER OF UNDERSTANDING #1, Optical/Dental Coverage	42
	LETTER OF UNDERSTANDING #2, Retiree Holiday Pay	43
	LETTER OF UNDERSTANDING #3, First Class License Incentive	44
	LETTER OF UNDERSTANDING #4, HFCC Tuition Grants	45
	LETTER OF UNDERSTANDING #5, Work Rules	46
	LETTER OF UNDERSTANDING #6, Four-Day Work Week	49
	LETTER OF UNDERSTANDING #7, Payroll Deduction for Benefits	50
	LETTER OF UNDERSTANDING #8, Refrigeration Engineer's License	51
	LETTER OF UNDERSTANDING #9, Engineer B - H.F.C.C.	52
	LETTER OF UNDERSTANDING #10, Multi-Building Unit	54
	LETTER OF UNDERSTANDING #11, Safety Shoes	55
	LETTER OF UNDERSTANDING #12, Sick Bank Committee	56

**AGREEMENT BETWEEN
 THE BOARD OF EDUCATION
 OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN/
 HENRY FORD COMMUNITY COLLEGE
 AND THE DEARBORN SCHOOL'S OPERATING ENGINEERS ASSOCIATION**

THIS AGREEMENT is made and entered into on this 25th day of November, 1997, and is effective as of that date by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN/HENRY FORD COMMUNITY COLLEGE, 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.

The Association agrees to continue its policy of admitting persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status, and to represent equally all unit employees. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, marital status, sex, or organization affiliation.

The Board and the Association recognize their respective responsibilities under federal, state, and local laws, and any adopted Board Affirmative Action Program relating to fair employment practices.

The Board and the Association recognize the moral and legal principles involved in the area of civil rights and employment of the handicapped and reaffirm from this collective bargaining agreement their commitment not to discriminate because of race, creed, color, age, sex, dress and appearance, marital status, sexual orientation, political beliefs and activities, membership or participation in any employee organization, by adhering to existing equal employment opportunity, affirmative action and Title IX rules, regulations and/or guidelines.

Whenever the word "he" or "employee" is used in this document, it shall be deemed to include both male and female.

1
2 ARTICLE I - RECOGNITION
3

4 Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947,
5 as amended by Act 379 of the Public Acts of 1965, the Employer hereby recognizes the Association
6 as the exclusive representative for the purpose of collective bargaining in respect to rates of pay,
7 wages, hours of employment, grievance procedure or other conditions of employment, for the term
8 of this Agreement, of all employees of the Employer included in the following bargaining unit:
9

10 All Engineers and Assistant Engineers classified by the Employer as Physical Plant Engineer,
11 Engineer A, B, C, or D; excluding all other supervisors, teaching personnel and all other employees.
12

13 ARTICLE II - ASSOCIATION SECURITY
14

- 15 A. Employees covered by this Agreement (hereinafter called "employee or employees") shall be
16 required as a condition of employment to become members of the Association within thirty (30)
17 days of the date of execution of this Agreement and to remain members in good standing, or to
18 pay a service charge to the Association.
19
- 20 B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the date of
21 execution of this Agreement shall be required as a condition of continuing employment to
22 become members of the Association within ten (10) days after the 30th day following the
23 beginning of their employment and remain members in good standing, or to pay a service
24 charge to the Association.
25
- 26 C. Any employee who does not tender either the periodic Association dues to the Association, or a
27 service charge, shall not be retained in the bargaining unit and employment with Employer will
28 be terminated. No employee shall be terminated under this Article, however, unless:
29
- 30 1. The Association first has notified the employee by letter addressed to the employee's last
31 known address concerning such delinquency, indicating the amount due and warning the
32 employee that unless such delinquency is corrected within seven (7) days he/she will be
33 reported to the Employer for termination from employment as provided herein;
34
 - 35 2. The Association has furnished the Employer with a copy of the letter sent to the employee
36 and notice that the employee has not complied with the Association's request. When
37 requesting the Employer to terminate the employee, the Association shall further specify
38 the following by written notice.
39
40

41 The Association certifies that
42
43

44 _____
45 (Name)
46
47
48

1 has failed to tender either the periodic and uniformly required Association dues or an
2 amount equivalent thereto as a service charge, required as a condition of continued
3 employment under the collective bargaining agreement and demands that, under the
4 terms of the Agreement, the Employer shall terminate this employee."
5

6 3. The Employer agrees that, within five (5) days of the receipt of the notice provided in the
7 last preceding paragraph, it shall notify the employee that his/her services shall be
8 terminated at the end of the pay period next following the pay period in which the
9 Employer's notice is sent to the employee unless in the meantime the employee tenders the
10 required dues or an amount equivalent thereto as a service charge. If the employee fails to
11 comply within the required time, the Employer agrees to terminate the employee at the end
12 of the pay period following the pay period in which the Employer's notice to the employee
13 is sent.
14

15 D. The Association will protect and save harmless the Employer from any and all claims, demands,
16 suits and other forms of liability by reason of action taken or not taken by the Employer for the
17 purpose of complying with this section of the Agreement.
18

19 ARTICLE III - CHECK OFF
20

21 A. Employees who wish to do so may sign and deliver to the Business Office of Employer an
22 assignment authorizing deduction of membership dues or a service charge of the Association by
23 the Employer in the form hereinafter set forth:
24

25 Authorization for Check Off Dues
26

27 TO: BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF
28 DEARBORN
29

30 I hereby revoke any and all prior authorizations for check off of dues to any Association or
31 any scholarship fund. I hereby assign to the DEARBORN SCHOOLS OPERATING
32 ENGINEERS ASSOCIATION from any wages earned or to be earned by me as your
33 employee (in my present or in any future employment by you) such sums as the FINAN-
34 CIAL OFFICER of the DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIA-
35 TION may certify as due and owing from me as membership dues or a service charge (but
36 not including an initiation or reinstatement fee), in such sums as may be established from
37 time to time by said Association in accordance with the constitution of said Association. I
38 authorize and direct you to deduct such amounts from my pay and to remit same to the
39 Association, at such times and in such manner as may be agreed upon between you and the
40 Association at any time while this authorization is in effect.
41

42 This assignment, authorization and direction shall be irrevocable until August 10 of each
43 contract year. It shall be revocable between August 10 and August 31 of each contract
44 year, by written notice to the Employer and the Association. I agree and direct that this
45 assignment, authorization and direction shall be automatically renewed, and shall be
46 irrevocable for successive periods of one (1) year each, unless written notice is given by
47 me to the Employer and the Association between August 10th and August 31st, inclusive,
48 of each successive year.

1 _____
2 Signature of Employee

_____ Address of Employee

3
4
5 _____
6 Type or print name of Employee

_____ City

_____ State

7
8
9 _____
10 Date of Signature

_____ Social Security No.

11
12 The Employer, in its sole discretion, may accept any other form of authorization which is
13 satisfactory to Employer and Association.

- 14
15 B. The Employer will deduct current membership dues, or a service charge from the pay of
16 employees furnishing such authorization for the first pay period ending in the calendar month.
17 If the employee has no pay coming for such first pay period, such dues or service charges shall
18 be deducted from the employee's pay for the first pay period ending the following month. The
19 initial deduction from the pay of an employee signing a new authorization shall be from the first
20 pay period of the month following the date of authorization, except that no deduction shall be
21 made from the first pay received by new employees.
22
- 23 C. All sums deducted shall be remitted to the treasurer of the Association no later than the Tuesday
24 after the first pay of the month in which such deductions are made, the same to be by them
25 allocated and distributed in accordance with the constitution, laws and regulations of the
26 Association.
27
- 28 D. In cases where a deduction is made which duplicates a payment already made to the Association
29 by an employee, or where a deduction is not in conformity with the provisions of the Associa-
30 tion constitution and by-laws, refunds to the employee will be made by the Association.
31
- 32 E. Each remittance shall be accompanied by an itemized list of persons for whom regular
33 deductions were made.
34
- 35 F. The Association will protect and save harmless the Employer from any and all claims, demands,
36 suits and other forms of liability by reason of action taken or not taken by the Employer for the
37 purpose of complying with this Article of this Agreement.
38

39 ARTICLE IV - GRIEVANCE PROCEDURE

- 40
41 4A. A grievance is a complaint by an employee in the bargaining unit and/or the Association
42 concerning any alleged violation of this Agreement.
43

44 The employee will first discuss the grievance with his/her supervisor on an informal basis. The
45 employee may be accompanied by the Association representative.
46

- 47 4B. If the matter is not resolved, all grievances will be handled in the following manner:
48

1 Step 1 - Within fifteen (15) working days of the occurrence or within fifteen working days after
2 a reasonable and prudent person should have discovered the facts on which the grievance is
3 based, the employee will file a written grievance on the grievance form with his/her supervisor,
4 with copies to the Association and the Human Resources Department (P-12 or HFCC as
5 appropriate). The supervisor will give written reply to the employee filing the grievance within
6 ten (10) working days with copies to the Association and the Human Resources Department.
7

8 Step 2 - Within fifteen (15) working days after delivery of the supervisor's decision, the
9 grievance may be appealed to the grievance committee. The appeal shall be in writing and shall
10 set forth specifically the act or condition and the grounds on which the grievance is based.
11 Within fifteen (15) working days after delivery of the appeal, the committee, consisting of two
12 members designated by the DSOEA and two members designated by the Administration, shall
13 investigate the grievance. As part of this investigation, the committee shall give the person or
14 persons who presented the grievance at Step 1 a formal hearing in order to ascertain facts
15 regarding the grievance. Within fifteen (15) working days after the hearing the committee will
16 forward its decision and/or recommendations in writing, together with reasons, to the Associa-
17 tion and the Human Resources Department.
18

19 Step 3 - Within fifteen (15) working days after delivery of the grievance committee's decision,
20 the grievance may be appealed to the Superintendent. The appeal shall be in writing and shall
21 set forth specifically the act or condition and the grounds on which the grievance is based.
22 Within fifteen (15) working days after delivery of the appeal, the Superintendent or Superinten-
23 dent's representative shall investigate the grievance. As part of this investigation, the Superin-
24 tendent or Superintendent's representative shall give the person or persons who presented the
25 grievance at Step 2 a hearing in the presence of the Association representative. Within fifteen
26 (15) working days after the hearing, the Superintendent or the Superintendent's representative
27 shall communicate the decision in writing, together with reasons, to the aggrieved employee
28 and to the Association.
29

30 Step 4 - If the Association is dissatisfied with the decision of the Superintendent, the Associa-
31 tion may refer the matter to arbitration by delivering written notice of its desire to arbitrate to
32 the Superintendent of Schools and the American Arbitration Association within ten (10)
33 working days after the Association's receipt of the decision of the Superintendent. The
34 arbitrator shall be selected from the rolls of the American Arbitration Association and the
35 arbitration shall be conducted under the rules of the American Arbitration Association. The
36 fees and expenses of the arbitrator shall be shared equally by the Board of Education and the
37 Association. The arbitrator shall confine the decision to the sole question of whether or not
38 there has been a violation of this Agreement and, if he/she finds a violation, the appropriate
39 relief. The arbitrator's award shall be final and binding on the Board and the Association and
40 any employees involved unless the Board of Education, by vote of at least two-thirds (2/3) of its
41 members taken within twenty (20) working days after receipt of the arbitrator's decision, shall
42 elect to treat the award as advisory rather than final or binding. In such event the award shall
43 not be final and binding but shall be advisory only.
44

45 4C. If, in the judgment of the Association, a grievance affects a group or class of employees, the
46 Association may submit such grievance in writing directly at Step 1. The grievance must be
47 presented within fifteen (15) working days of the occurrence of the facts on which the grievance
48 is based.

- 1 4D. Failure at any step of the grievance procedure to communicate the decision on a grievance
2 within the specified time limits shall permit lodging an appeal at the next step of the procedure
3 within the same time which would have been allotted had the decision been given; provided,
4 however, that if the decision is not made and communicated to the employee and the Associa-
5 tion; for this purpose any notice postmarked within the time limits and mailed to the employee
6 and the Association at its last known address shall be within the time limits; further, in
7 connection with an Association grievance, no employee need be notified.
8
- 9 4E. 1. Failure to commence to process the grievance within the time limits set forth above shall
10 bar the grievance.
11
12 2. Failure to appeal a decision to the next step within the time limits set forth above shall
13 constitute acceptance of the last written decision and shall bar future action on that
14 particular grievance.
15
- 16 4F. Any individual employee may present a grievance and have the grievance adjusted without
17 intervention of the Association if the adjustment is not inconsistent with the terms of this
18 Agreement, providing the Association has been given an opportunity to be present at such
19 adjustment at all steps.
20
- 21 4G. An Association representative may be present at all steps of the grievance procedure. In the
22 event an Association representative is not present or does not consent to the resolution of the
23 grievance, any settlement shall not be used by either party in any other grievance or arbitration
24 proceeding.
25
- 26 4H. Any agreement reached through the grievance procedure will be implemented promptly.
27
- 28 4I. The time limits referred to in 4E 1 and 2, above, and in 4B, may be waived by the mutual
29 consent of the Association and the Administration.
30

31 ARTICLE V - GRIEVANCE PROCEDURE IN DISCHARGE CASES

32

- 33 5A. Where an employee is discharged or suspended, the employee and the Association shall be
34 promptly notified thereof in writing by the Employer.
35
- 36 5B. If the employee or the Association wishes to file a grievance in connection with such discharge
37 or suspension, they may use the grievance procedure set forth in Article IV hereof, with the
38 following exceptions:
39
- 40 1. The grievance shall be submitted in writing to the Superintendent or College President
41 directly and the processing of such grievance shall be commenced at Step 3.
42
 - 43 2. The grievance must be presented within fifteen (15) days of the date on which the em-
44 ployee was discharged, or fifteen (15) days after notification has been sent to the Associa-
45 tion, whichever date is later.
46
47
48

1 5C. In discharge or suspension cases only, appeal of the decision to Step 4 of the Grievance
2 Procedure may be made by the employee and/or the Association to the American Arbitration
3 Association, provided such appeal is made within thirty (30) days after delivery of the decision
4 at Step 3. The arbitrator shall be selected and the arbitration shall be conducted, under the rules
5 of the American Arbitration Association. The fees and expenses of the arbitrator and of the
6 American Arbitration Association shall be shared equally by the Employer and the Association
7 or by the Employer and the employee if the employee is not represented by the Association.
8 The decision of the arbitrator shall be final and binding upon the employee involved and upon
9 the parties to this Agreement and judgment thereon may be entered in any court having
10 jurisdiction. The arbitrator shall confine his/her opinion to the sole question of whether the
11 discharge or suspension was for just cause under this agreement.
12

13 5D. Any employee who is reinstated after discharge or suspension which has been adjudged to have
14 been unjust or improper, will be returned to work on his/her regular job without loss of seniority
15 rights and with full back pay less deduction of other earnings for the period in question from
16 employment pursued in place of employment with Employer, unless Employer and Association
17 agree otherwise or arbitrator decides otherwise.
18

19 5E. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision
20 amending, changing, subtracting from, or adding to the provisions of this agreement.
21

22 ARTICLE VI - PROBATIONARY EMPLOYEES AND EMPLOYEES ON PROBATION

23 A. Probationary Employees:

- 24
- 25 1. Employees newly hired, rehired or initially assigned into this unit shall be considered as
26 probationary employees for the first six (6) months of employment. The six (6) months
27 may be extended by the amount of absence in the period.
28
 - 29 2. The Association shall represent the probationary employees for the purpose of collective
30 bargaining in respect to rates of pay, wages, hours of employment or other conditions of
31 employment as set forth in Article I of this Agreement. The Employer shall have the right
32 to discharge and discipline probationary employees, and the action is not subject to appeal
33 or grievance.
34

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

- 36
- 37 1. An employee presently in the unit who has been promoted to a higher classification and is
38 assigned in a circumstance listed below shall be known as an employee on probation and
39 shall be required to complete satisfactorily a probationary period of six (6) months, starting
40 with the date of the new assignment.
41
 - 42 a) When an employee initially moves to the charge of a building.
43
 - 44 b) When an employee is promoted more than one classification at one time.
45
 - 46 c) When an employee moves from a low-pressure assignment to a high-pressure
47 assignment.
48

- 1 2. The employee shall be given the reason(s) if it is determined he/she did not satisfactorily
2 complete the probationary period. If the employee wishes to appeal such a determination,
3 the employee shall be entitled to a hearing with the Superintendent or designee, if a P-12
4 related job is involved, or the President of HFCC or designee if a College job is involved.
5 The decision of the administrator who conducts the hearing shall be final and not subject to
6 the grievance procedure.
7
- 8 3. An employee who does not satisfactorily complete the probationary period shall return to
9 the previous classification and position on the salary schedule, but shall not be guaranteed
10 placement on his/her last assignment.
11

12 ARTICLE VII - SENIORITY AND CLASSIFICATION

13

14 A. Seniority shall be defined as follows:

- 15 1. Employment seniority - length of continuous service with Employer.
- 16 2. Unit seniority - length of service as an engineer.
- 17 3. Classification seniority - length of service in specific classification, which classifications
18 are set forth in Schedule A.
19

20 B. Seniority during probationary periods:

- 21 1. Only when a probationary employee satisfactorily completes the probationary period shall
22 he/she be entered on the seniority list and shall then rank for unit and classification
23 seniority from the date of entering the unit.
24
- 25 2. An "employee on probation" shall, after completion of the probationary period, have
26 seniority in the new classification from the date of promotion.
27

28 If an "employee on probation" is performing satisfactorily and is unable to complete the
29 period of probation because of the closing of a building, the "employee on probation" shall
30 be credited with the classification seniority actually earned during the period of probation.
31

- 32 3. An employee who fails to complete satisfactorily his/her probationary period shall
33 accumulate seniority in the unit and in the classification from which the promotion was
34 made.
35

36 C. An employee demoted to a lower classification shall retain, but not accumulate further, 37 seniority in the higher classification. 38

39 D. An employee promoted to a higher classification shall retain seniority in the former classifica- 40 tion and in all classifications lower than the former classification, and shall accumulate seniority 41 in all classifications lower than the new classification commencing with the date of promotion 42 to the new classification. 43

- 1 E. An employee who is absent on approved leave shall accumulate seniority in the employee's
2 classification.
3
- 4 F. An employee not working, but receiving workers' disability benefits for any reason because of
5 his/her work for Employer, shall accumulate seniority for the period the employee cannot work
6 and is receiving such workers' disability benefits and shall receive any salary increases and
7 increments.
8
- 9 G. An employee's seniority shall not be affected or interrupted as a result of layoffs, injury, illness,
10 leaves of absence, or other causes not due to the voluntary act or fault of the employee.
11 However, the employee's seniority shall be terminated for any of the following reasons, unless
12 the Employer and the Association, by agreement in writing, determine otherwise:
13
- 14 1. The employee voluntarily quits or resigns.
 - 15
 - 16 2. The employee is discharged for cause and the discharge is not reversed through the
17 grievance procedure.
18
- 19 H. An employee moved into a supervisory or administrative job with Employer but outside the
20 bargaining unit will continue to accumulate seniority and all persons who in the past have been
21 engineers and are now employed in other supervisory or administrative positions with Em-
22 ployer will have their seniority accumulate during the time they are so employed.
23
- 24 I. An employee who is requested to work on a temporary assignment in a higher classification
25 shall not accumulate seniority standing in the temporary classification.
26
- 27 J. The Employer shall, within sixty (60) days after signing of this Agreement, furnish the
28 Association a seniority schedule containing the name, payroll number, employment seniority,
29 unit seniority and seniority by classifications of each member of the bargaining unit. Revised
30 schedules will be furnished the Association by the Employer every year. The Association shall
31 be furnished, upon request, information concerning employment date, classifications and rate of
32 pay of any employee to whom this Agreement is applicable.
33

34 ARTICLE VIII - LAYOFF AND RECALL

35

36 A. Layoff

37

- 38 1. When a reduction in force becomes necessary, the Employer shall determine the classifica-
39 tions to be reduced and the number of employees in those classifications to be reduced.
40
- 41 2. Probationary employees and employees on probation within the affected classification(s)
42 shall be the first to be subject to change in classification or layoff. If a further reduction in
43 numbers within a classification is necessary, the least senior employee(s) in the affected
44 classification shall be the next one(s) to be affected by a change in classification or layoff.
45
46
47
48

- 1 3. If any employee who is dislodged by No. 2 above has sufficient seniority as an engineer to
2 retain employment in the unit, the employee may "bump" into any other classification in
3 which the employee has seniority provided the employee has sufficient seniority to do so.
4 If the employee has sufficient seniority to do so, he shall displace the employee with the
5 lowest seniority in the classification on the same shift. The employee thus dislodged and
6 any subsequently dislodged shall be accorded the same opportunity to exercise seniority.
7
- 8 4. Any employee dislodged by the "bumping" process must return to the position from which
9 the employee was "bumped" if the job again becomes available unless in the interim the
10 employee was promoted or voluntarily transferred, in which case it is optional.
11
- 12 5. The same basic pattern outlined in 1-4 above shall apply to surplus in classification
13 resulting from the closing of a school, except that in the event the engineer in said closed
14 school is not the junior employee in said classification the employee may exercise one (1)
15 of the following two (2) options:
16
 - 17 a. the employee may "bump" the junior engineer in the classification on the employee's
18 shift, provided the employee has sufficient seniority to do so;
 - 19 b. the employee may occupy the vacancy caused by the "bumping" of the junior person
20 in the classification.
21

22 If option "a" immediately above is exercised, the engineer who is thus "bumped" must
23 fill the vacancy referred to in "b" immediately above.
24
25
- 26 6. If the resultant realignment of work force in the unit because of 1 through 5 above creates a
27 situation in which there are more engineers than positions available, those unassigned
28 engineer(s) may be laid off.
29
- 30 7. In the case of layoff, management will give as much advance notice as is possible to
31 employees affected and to the Association.
32

33 B. Recall

- 34
- 35 1. Employees on layoff shall be recalled from layoff in reverse order of layoff for any
36 vacancy which may occur for which they are qualified, provided the vacancy so available
37 is available after all other contractual provisions regarding the filling of vacancies have
38 been observed.
39
- 40 2. It is agreed that an employee or employees on layoff shall have priority for relief and/or
41 substitute work within this unit over anyone who is not a member of this unit. It is
42 understood, however, that up to three (3) days may be required to assure notification of the
43 employee on layoff and that this is dependent on the ready availability for work of the
44 employee on layoff.
45
46
47
48

1 ARTICLE IX - FILLING OF VACANCIES

2
3 A. Definitions

- 4
5 1. A classification is any one of the positions listed in Schedule A.
6
7 2. A transfer is a movement of an employee between locations within a classification or
8 between classifications.
9
10 3. A promotion is a transfer to a higher paying classification.
11
12 4. A demotion is a transfer to a lower paying classification.
13

14 B. Vacancies in classifications

- 15
16 1. Vacancies in classification will be filled by use of a transfer form and forwarded to the
17 Human Resources Department at HFCC or P-12. Such request will be discarded by the
18 Human Resources Departments on September 1st of each school year. Requests received
19 in August will be dated September 2nd. Only qualified individuals may submit transfer
20 request.
21

22 When no transfer requests are on file, the vacancy will be posted within ten (10) working
23 days of the coming into existence of the vacancy. The vacancy will be posted for a period
24 of five (5) working days.
25

26 When new jobs are created, posting will occur no later than ten (10) working days after
27 Human Resources (HFCC or P-12) has received an approved authorization and will be
28 posted for a period of five (5) working days. The posting will include classification title
29 and a brief description of job duties. Only those employees who submit a bid form during
30 the five (5) working day period of posting will be considered for the job and will be
31 permitted to file a grievance against the final selection.
32

- 33 2. Transfer procedure deadlines are established as follows:
34
35 a. The earlier of the following dates will be the deadline for refusing a transfer: (1) the
36 date transferee is to report to his/her new position; (2) the date of the transfer notice
37 (flowsheet) which is sent to all parties concerned including the employees affected.
38
39 b. The deadline for submitting bids on a vacancy will be the deadline reflected on the
40 posted bulletin in accordance with B. 1. above.
41
42 3. The earlier of the following dates will be the deadline for submitting a transfer request for
43 a given bid or non-bid vacancy:
44
45 a. The date the position is vacated.
46
47 b. The date of notice (flowsheet) which indicates that the vacancy will occur due to a
48 movement such as resignation, transfer, etc.

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4. a. An employee who has not had a non-promotion transfer within one (1) year of the announced date of a vacancy for which the employee 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.
 - b. The restriction in the first sentence of IXB4a, above, shall not apply to an Assistant Engineer D who has, within the past year, moved from one afternoon assignment to another such assignment when an Engineer D day position becomes vacant.
 5. Any employee who voluntarily demotes shall be ineligible for promotion for a period of one (1) year from the effective date of the demotion.
 6. When new jobs are created or a vacancy occurs in any classification under the Agreement, first consideration shall be given to one of the two employees with the highest priority or, if priorities are the same, to one of the two employees 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. One of the two employees interviewed will be awarded the position, provided he/she meets the qualifications as outlined in this Article.

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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.

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

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- 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.

1 i. Lateral transfer of "probationary employee."

2
3 j. New hire or new to unit.

4
5 7. If persons applying for the vacancy have the same qualifications and priority and are
6 within priorities a, b, c, d, e, f, above, seniority within the classification shall govern. If no
7 persons applying for the vacancy are in priorities a, b, c, d, e, f, unit seniority shall govern,
8 assuming qualifications are equal.

9
10 8. Unsuccessful applicants with a higher priority than, or with the same priority as and more
11 seniority than the person selected, may, if requested, be given specific reasons in writing
12 why they were not selected. The Association will be furnished a copy of all bids by the
13 employees for a vacancy and the Association will be furnished with a copy of all transfer
14 requests and all bid lists for a given vacancy by the Human Resources Department. The
15 Association shall have the opportunity for a member of the Executive Board to be present
16 as an observer at all interviews. The employee having the highest priority and the highest
17 seniority appropriate to that priority shall be interviewed first.

18
19 C. Involuntary Transfer

20
21 After consultation with the Association, the Superintendent/HFCC President has the right to
22 reassign an employee for valid and demonstrable reasons. Upon request, such reasons may be
23 provided in writing. In lieu of a written response, the Superintendent/President or the
24 Superintendent's/President's designee shall meet the employee to discuss the transfer.

25
26 If the Association is not in agreement with the action, the Association may submit the dispute to
27 a MERC-appointed mediator for resolution. The parties agree to abide by the mediator's
28 recommendation.

29
30 An employee affected by such transfer will suffer no loss in pay as a result. However, an
31 employee demoted for disciplinary reasons will suffer loss of pay.

32
33 This provision is not subject to the grievance procedure.

34
35 ARTICLE X - CLASSIFICATION AND RECLASSIFICATION

36
37 A. The Employer and the Association will mutually agree on a pay rate for any new classification
38 within the bargaining unit. In the event a new classification is created by the Employer, and the
39 Employer and the Association disagree on whether the new position belongs in the unit such
40 dispute shall be submitted to the grievance procedure. In the event the parties are unable to
41 agree as to rate of pay for the new classification, such dispute shall be submitted to the
42 grievance procedure contained in this Agreement. The rate established shall be retroactive to
43 the start of the operation.

44
45 B. Reclassification requests within the bargaining unit shall be acted upon by a reclassification
46 committee which shall include a chairperson and three (3) other members appointed by the
47 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 chairperson of the committee.
2. Prior to the Employer representatives acting upon a requests, 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 chairperson 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 chairperson of the committee with recommendations regardless of whether or not he/she concurs.
5. Applications must be filed with the chairperson of the committee five (5) days prior to the meeting.
6. The committee may request the employee and/or the 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 Human Resources in writing. The Director of Human Resources 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 rebid.

1 ARTICLE XI - MISCELLANEOUS RATE ADJUSTMENTS, JOB REQUIREMENTS AND
2 OVERTIME

- 3
- 4 A. 1. Employees temporarily assigned to a class of work for which the minimum wage rate
5 herein specified is higher than the employee's regular wage rate shall, for the time engaged
6 in such work, be paid the minimum wage rate herein agreed to be applicable to such work,
7 or their regular wage rate, whichever is greater.
8
- 9 2. When an engineer of a lower classification such as a "D" working for an engineer of higher
10 classification such as a "A", "B", or "C" for more than ten (10) regular working days, the
11 lower classification engineer will be paid an additional fifty cents (50¢) per hour or the
12 same pay rate as the engineer he is replacing, whichever is less, starting with the eleventh
13 (11th) day of work in that replacement position.
14
- 15 B. It is recognized that all disputes on work assignments should be resolved at the building or
16 departmental level wherever possible.
17
- 18 C. 1. Overtime for the purposes of this paragraph shall be defined as all hours over eight (8)
19 hours in any one day or forty (40) hours in any one week.
20
- 21 2. a. Employer shall determine when overtime is necessary, except that the employer
22 delegates to the Building Engineer, in accordance with the responsibility for building
23 safety and security, the authority to determine when overtime work is required as a
24 result of damage or potential damage to the building, building facilities or site, which
25 may cause further damage to the building or site, or prevent the use of the building
26 and its facilities if immediate action is not taken by the Building Engineer.
27
- 28 After overtime is worked, as a result of the above conditions, the Building Engineer
29 shall immediately submit to the Supervisor of Operations or the Director of Building
30 and Grounds, an Overtime Report indicating the reasons for said overtime worked
31 and the number of overtime hours worked by all involved employees.
32
- 33 b. Regularly scheduled overtime for building security check or other approved opera-
34 tions shall be worked in accordance with instructions from the Building Principal or
35 other designated immediate supervisor, subject to approval by Employer through
36 appropriate channels.
37
- 38 c. Building Engineers shall, upon the request of their immediate Supervisor, provide
39 estimates of overtime labor hours necessary for non-scheduled use of the building for
40 which a Building Use Permit may be issued.
41
- 42 d. Building Engineers shall not schedule or work such overtime without the approval of
43 their immediate supervisor.
44
- 45 3. Overtime will be performed:
46
47 1st by the engineer or assistant engineer regularly employed in the building where the
48 overtime work is to be performed.

1 2nd if neither of the above can work, then an engineer will be called from an established
2 list of engineers available to work overtime as a replacement in another building. The
3 employer shall rotate and equalize overtime for Engineers on the Relief Engineer list.
4

5 4. An attempt shall be made to equalize overtime between engineers in the same building
6 over a six-month period and there shall be no requirement of giving any particular
7 overtime to the person with the least number of overtime hours. A report of overtime of
8 employees within this unit for the six-month periods ending February 28th and August
9 31st will be made available to the Association upon request.
10

11 5. For the purpose of this clause, any employee who was given an opportunity to work
12 overtime and did not choose to work overtime will be charged with the number of
13 overtime hours of the employee who worked during that time. The employee who worked
14 will also be so charged.
15

16 6. Any employee who has changed classification will be charged with the highest number of
17 overtime hours that anyone else has accumulated for the contract period in said new
18 classification in the same building on the day the change in classification becomes
19 effective.
20

21 7. Employees' starting time will not be changed by the Employer during the regular school
22 year specifically for the purpose of avoiding the payment of overtime.
23

24 D. 1. Effective September 1, 1995, an employee shall receive an additional six cents (6¢) per
25 hour above the wage scale set forth herein for each one hundred (100) clock hours of
26 inservice training to a maximum of four hundred (400) clock hours, provided that such
27 training is approved in advance in writing by the Assistant to the Superintendent or his
28 designee, or, for employees of the College, the Vice President/Controller or his designee,
29 and each engineer shall receive an additional four cents (4¢) per hour for each five year
30 period with the Employer as an engineer not to exceed twelve cents (12¢) per hour.
31

32 2. Each employee shall receive an additional twenty cents (20¢) per hour above the wage
33 schedule set forth herein upon commencing the tenth year of seniority with employer, an
34 additional twenty cents (20¢) per hour commencing the eighteenth year of seniority with
35 employer and an additional twenty cents (20¢) per hour commencing the twenty-fifth year
36 of seniority with employer. No other longevity payments shall be paid, regardless of past
37 practice.
38

39 3. All engineers hired after February 1, 1991 will be required to have the following minimum
40 qualifications:
41

42 a. City of Dearborn High Pressure Boiler Operators License.
43

44 b. An Associate's Degree in Management or Building Engineer Certificate Program.
45
46
47
48

1 As a condition of continued employment, each engineer hired on or after February 1, 1991
2 shall complete a minimum of six semester hours in management and supervision courses
3 as approved by the Director of Building Services or Director of Building and Grounds or
4 his designee.

- 5
6 4. Engineers with first class license shall receive an additional ten cents (10 cents) per hour
7 above the wage scale for maintaining same.

8
9 The above practice will be continued but will not be extended to any other engineers
10 obtaining such license after August 31, 1975, except for those engineers who are working
11 at a location that requires a first class license.

12
13 Any new promotion to any of the following classifications will require, as a primary
14 consideration, the designated license:

15

16 Physical Plant Engineer	1st class
17 Engineer A (Includes Fordson)	1st class
18 Engineer B	2nd class
19 Engineer C	3rd class
20 Engineer D	High Pressure

21

- 22 5. Engineers on active payroll who possess an Associate's Degree or better shall receive
23 twenty cents (20¢) per hour above the wage schedule set forth herein.
- 24
25 E. Engineers involved in school activities requiring the use of personal transportation shall be
26 recompensed at the rate of twenty cents (20 cents) per mile or at the basic IRS allowable rate
27 whichever is higher.

28
29 ARTICLE XII - CLASSIFICATION OF BUILDING FOR STAFFING PURPOSES

30
31 A. Engineer Classifications Related to Size of Building:

32
33 These standards do not apply to the main campus of Henry Ford Community College. All other
34 present buildings shall remain as currently classified so far as the classification of the Engineer
35 assigned to that building is concerned. No Engineer in any building shall be upgraded or
36 downgraded because of the classifications set forth herein.

37
38 These classifications shall apply to new buildings and/or additions to present buildings operated
39 by Employer, and except as set forth in the next paragraph, apply to present buildings.

40
41 An engineer will be assigned to each building operated by the Dearborn Public Schools, except:

- 42
43 (1) Individual buildings now considered as part of multi-building units, (2) Division of
44 District Operations.

45
46 The classification of buildings for assignment of engineers is based on the following
47 weighted square foot area:

Weighted Square Foot Area

Engineer Classification

Up to 43,000 (Becker, DuVall, Howard,
Howe, Lindbergh, Long, Nowlin, River Oaks
and Ten Eyck)

D

43,001 to 70,000 (Henry Ford, William Ford,
Haigh, McDonald, Oakman, Snow and Whitmore-
Bolles)

C

70,001 to 225,000 (HFCC Dearborn Heights Center,
Bryant, Maples, Miller/Searle, Salina, Smith,
Stout and Woodworth)

B

225,001 to 350,000 (Dearborn, Fordson, Edsel Ford
and Lowrey)

A

A Physical Plant Engineer-HFCC, and two Engineer A's will be assigned to the main campus of Henry Ford Community College.

An Assistant Engineer D is, and will be, assigned to each building with a weighted square foot area in excess of 225,000. An assistant engineer shall be defined as an engineer working in the same building as, and receiving direction from, that engineer in charge of the building.

The actual square foot area will be adjusted by the following to arrive at the weighted square foot are 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 an absence will be made according to the following priority, insofar as possible:

- Engineers on layoff
- Retired engineers
- Assistant engineers
- Other engineers--volunteer
- Non-engineers with appropriate license

C. The Employer will make available to the Association, on request, on no more than a regular monthly basis, a report of relief of absent Engineers. Such report will include the name of the relief person, the building in which relief occurred and the number of days of each relief experience, and if the relief person is not a member of this unit, the number of overtime hours.

SCHEDULE A
ENGINEERS

- Engineer Class D
- Engineer Class C
- Engineer Class B
- Engineer Class A (Including Fordson)
- Physical Plant Engineer-HFCC

Note: Underlined classification is a major classification.

Note: Major classification show a lowest paying classification at top and proceed to the highest paying classification at the bottom.

SCHEDULE B

The Board of Education will pay the noncontributory portion of retirement for all engineers consistent with the provisions of the M.P.S.E.R.S. as of January 1, 1990.

1997-98 Salary Schedule

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Engineer D	\$15.60	\$16.50	\$18.38	
Engineer C	16.12	16.99	19.03	
Engineer B	16.54	17.41	18.38	\$19.95
Engineer A	17.12	18.01	19.00	20.71
Engineer A (Fordson)	17.25	18.23	19.21	21.44
Physical Plant Engineer-HFCC	18.38	19.34	20.32	22.56

1 1998-99 Salary Schedule

2

3 <u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
4				
5 Engineer D	\$15.99	\$16.91	\$18.84	
6				
7 Engineer C	16.52	17.41	19.51	
8				
9 Engineer B	16.95	17.85	18.84	\$20.45
10				
11 Engineer A	17.55	18.46	19.48	21.23
12				
13 Engineer A (Fordson)	17.68	18.69	19.69	21.98
14				
15 Physical Plant				
16 Engineer-HFCC	18.84	19.82	20.83	23.12
17				

18

19 1999-2000 Salary Schedule

20

21 <u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
22				
23 Engineer D	\$16.39	\$17.33	\$19.31	
24				
25 Engineer C	16.93	17.85	20.00	
26				
27 Engineer B	17.37	18.30	19.31	\$20.96
28				
29 Engineer A	17.99	18.92	19.97	21.76
30				
31 Engineer A (Fordson)	18.12	19.16	20.18	22.53
32				
33 Physical Plant				
34 Engineer-HFCC	19.31	20.32	21.35	23.70
35				

36 A laid off engineer, when relieving an engineer, shall be paid at the current base salary step of the
37 classification of which an engineer was laid off, but in no case higher than the maximum for the
38 classification, Engineer B.

39

40 A retired engineer when relieving an engineer shall be paid at the rate of \$112 per day, prorated, for
41 actual time worked.

42

43 D. Employees hired or promoted on or after March 1 but before September 1, for salary purposes
44 only, will be treated as though their effective date of hire or promotion was September 1 of the
45 next school year.

1 ARTICLE XIII - MISCELLANEOUS

2
3 A. Subject to the provisions of applicable law, the Employer agrees not to enter into any agreement
4 with another labor organization during the life of this Agreement with respect to the employees
5 covered by this Agreement, or any agreement or contract with said employees, individually or
6 collectively, which in any way affects wages, hours or working conditions of said employees, or
7 any individual employee.

8
9 B. Present practices and procedures which affect employees of the bargaining unit, but which are
10 not covered in this agreement, will not be changed unless the Association is first consulted.
11 However, Employer has the right to change any present practice and/or procedure. The
12 Association may file a grievance on any present procedures and practices which are changed.
13 No employee in the bargaining unit shall be reprimanded for any acts or omissions done or not
14 done because of a change in present procedure or practice, but shall be informed of such change
15 after the occurrence of such act or omission. After said employee has been informed of such
16 change in procedures and practices, the employee shall be held liable for the acts or omissions
17 of such procedures or practices.

18
19 C. Engineers will prepare probationary reports, work schedules and vacation schedules for all
20 persons under their supervision and submit them for approval to their principal (or other
21 appropriate Supervisor in the case of the Henry Ford Community College). Engineers shall also
22 review time cards, fill out time sheets, for all employees under their supervision to ascertain
23 their accuracy, and shall then sign them if they believe them to be accurate and deliver them to
24 their principal or other immediate supervisor as stated above. They shall a) follow established
25 procedures, b) develop improved procedures for training and c) procure substitutes in the event
26 persons under their supervision are absent.

27
28 D. Regular scheduled meetings, not less than one per month, will be held at a time and place
29 mutually agreeable, between representatives of the Administration and the representatives of the
30 Executive Board of the Association for the purpose of discussing and alleviating current
31 problems raised by either party. Whenever possible, the agenda will be agreed upon in advance
32 in order that adequate preparation may be undertaken and/or that appropriate resource people
33 may attend the meeting.

34
35 E. Job Authority Relationships

36
37 In recognition of the need for continuity of service and the safety of pupils, personnel and
38 general public, it is understood and agreed that operation of all steam, water, air and electrical
39 lines leading to and from the power plant and their associated equipment (boilers, fans, motors,
40 pumps, compressors, water heaters, switches, etc.) are the direct responsibility of the building
41 engineer. The building engineer or, if the building engineer is not available, the building office
42 will be notified of repair work to be performed of a non-emergency nature, in advance of such
43 performance.

44
45 F. For the purposes of this contract in connection with engineers who are regularly employed at
46 Henry Ford Community College, the term Superintendent shall mean President - H.F.C.C.

1 G. The Employer and the Association shall mutually develop an educational inservice training
2 program for Dearborn Public School/HFCC employees in the Building Services classifications.
3

4 After development and employer approval of an educational inservice training program,
5 members of the Association shall be involved in implementation of the program with classes to
6 be conducted by members, Employer representatives and required consultants, at various
7 Dearborn Public School/HFCC building locations or other locations as agreed upon.
8

9 Engineers may attend up to eighty (80) hours of inservice training classes per year. Up to forty
10 (40) hours of said classes may be conducted at a time other than during the members' regularly
11 scheduled work period without pay.
12

13 H. All supervisory positions within the system shall be open to application by members of this
14 unit. Notice of the position shall be posted in all buildings, and applications will be received by
15 the Employer from members of this unit.
16

17 I. The Employer recognizes the value to the employee and the Employer of employee participa-
18 tion in certain conferences and workshops.
19

20 The Assistant Director of Human Resources in conjunction with representatives of the Associa-
21 tion shall prepare and publish a set of guidelines for the equitable and reasonable provision for
22 such attendance and participation within the limits of budgetary allocation.
23

24 J. The Board agrees to allocate \$2,000 for the purpose of reimbursing DSOEA members at the
25 rate up to \$65.00 per credit hour or up to \$70.00 per semester hour for occupational improve-
26 ment courses.
27

28 The courses must be related to the assignment in which the engineer is or may be assigned.
29

30 In order to receive reimbursement for the occupational related courses, the employee must
31 submit verification of satisfactory completion of the course to the Human Resources Depart-
32 ment on or before September 30 for successful completion of courses taken during the prior
33 fiscal year. Payment will be made within 30 days after the filing deadline.
34

35 In the event the total request for reimbursement exceeds the amount allocated, payments to each
36 engineer shall be reduced in proportion to the amount by which the total request exceeds the
37 allocation.
38

39 ARTICLE XIV - MANAGEMENT RIGHTS 40

41 Subject to the terms of this Agreement, and except as modified by the specific terms of this
42 Agreement, the Employer retains all rights and powers to manage the Dearborn Public Schools/
43 H.F.C.C., and to direct its employees. The Association recognizes these management rights and
44 responsibilities as conferred by the laws and Constitution of the State of Michigan and as are
45 inherent in the rights and responsibilities to manage the Public School System/HFCC, including, but
46 not limited to, the right:
47
48

- 1 A. To the exclusive management and administrative control of the school system and its properties
2 and facilities, and the activities of its employees during employee working hours;
3
4 B. To hire all employees and, subject to the provisions of law, to determine their qualifications and
5 the conditions for their continued employment, or their dismissal or demotion; and to promote,
6 and transfer all such employees;
7
8 C. To determine the hours of work and the duties, responsibilities, and assignments of employees,
9 and the terms and conditions of employment.
10

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

18 ARTICLE XV - COLLECTIVE BARGAINING

19
20 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the
21 unlimited right and opportunity to make demands and proposals with respect to any subject or matter
22 not removed by law from the area of collective bargaining, and that the understanding and agree-
23 ments arrived at by the parties after the exercise of that right and opportunity are set forth in this
24 Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each
25 voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated,
26 to bargain collectively with respect to any subject or matter referred to, or covered in this Agree-
27 ment, or with respect to any subject or matter not specifically referred to or covered in this Agree-
28 ment, even though such subjects or matters may not have been within the knowledge or contempla-
29 tion of either or both of the parties at the time that they negotiated or signed this Agreement.
30

31 ARTICLE XVI - RATES OF PAY ON PROMOTIONS AND DEMOTIONS

32
33 An employee promoted to a higher paying classification will experience an anniversary date change
34 to the date of the promotion and advance to the pay step in the new classification which is nearest to
35 the employee's previous pay step; provided that the employee will not receive less than a fifteen
36 cents (15 cents) per hour raise, and provided that the maximum of the new classification is not
37 exceeded.
38

39 If an employee is demoted to a lower paying classification, the present anniversary date will be
40 changed to the date of demotion and the employee will be placed on a step in the lower classification
41 which is nearest the previous step in the old classification and which will result in a loss of pay of
42 fifteen cents (15 cents) per hour or less. A loss of more than fifteen cents (15 cents) per hour may
43 result to prevent maximum rate in any classification from being exceeded.
44

45 Anniversary dates are dates upon which appointment, promotion or demotion is granted.
46
47
48

1 ARTICLE XVII - REPORTING AND CALL-IN PAY

- 2
- 3 A. Any employee who is scheduled or required to and does report for work on any day and is not
4 put to work for at least one-half of said employee's regular shift shall be paid at said employee's
5 regular rate for one-half of said employee's regular shift, not to exceed four (4) hours, except as
6 otherwise set forth herein.
- 7
- 8 B. Except as otherwise set forth herein, any employee who is called to work because of emergency
9 work, meetings, banquets, or sporting or recreational events, shall receive a minimum of two (2)
10 hours pay at the employee's regular rate of pay plus overtime pay if applicable.
- 11
- 12 C. Employees required to do building checks shall receive a minimum of two (2) hours pay at their
13 regular rate of pay plus overtime if applicable, provided the employee works the entire
14 minimum two hours, with the appropriate time card verification, otherwise the employee will be
15 paid only for the time spent on the job as indicated by the time card.
- 16

17 ARTICLE XVIII - SHIFT PREMIUM AND HOURS

- 18
- 19 A. Employees regularly employed on the second and third shift shall receive, in addition to their
20 regular pay for the pay period, forty cents (40¢) per hour and fifty cents (50¢) per hour,
21 respectively, additional compensation.
- 22
- 23 B. The first shift is any shift that regularly starts on or after 4:00 a.m. but before noon. The second
24 shift is any shift that regularly starts on or after noon but before 6:00 p.m. The third shift is any
25 shift that regularly starts on or after 6:00 p.m. but before 4:00 a.m.
- 26
- 27 C. There must be shifts for the particular job involved for shift pay to be applicable regardless of
28 when the employee starts work.
- 29

30 ARTICLE XIX - OVERTIME PAY

- 31
- 32 A. The applicable overtime shall be as follows:
- 33
- 34 1. Time and one-half for all hours over eight (8) in one day;
- 35
- 36 2. Time and one-half for hours in excess of forty (40) hours in any one week;
- 37
- 38 3. Double time for work on Sundays or the holidays set forth in Article XXI of this Agree-
39 ment, plus holiday pay pursuant to Article XXI, if applicable.
- 40
- 41 B. There shall be no pyramiding of overtime. Any hours paid at overtime rate for any of the above
42 reasons shall not be counted to compute overtime for any other reasons.
- 43

44 ARTICLE XX - SEVERANCE PAY

- 45
- 46 A. Employees who retire and the estate of any who die while employed are eligible for severance
47 pay not to exceed one-third (1/3) of one hundred eighty (180) days based upon their sick leave
48 accumulation.

1 (Example: 1) An employee with two hundred (200) sick leave days would receive sixty (60)
2 days of severance pay; 2) An employee with seventy-five (75) sick leave days would receive
3 twenty-five (25) days of severance pay.)
4

- 5 B. An employee shall be considered eligible for retirement severance pay if qualified under the
6 Michigan School Employees Retirement System for regular and/or medical retirement, or has
7 completed twenty-five years of service in the Dearborn School District/HFCC
8

9 If an employee is so qualified after 20 years of service, but less than 25 years, in the Dearborn
10 School District/HFCC, one-half (1/2) the regular severance pay will be paid.
11

- 12 C. An employee who retires on or after his/her 60th birthday shall also be eligible for retirement
13 severance pay even though the employee does not qualify under the Michigan School Employ-
14 ees Retirement System for regular or medical retirement.
15

- 16 D. Any employee who qualifies for payment of severance pay must submit a written letter of
17 request to the Business Office prior to the first day of the month in which he or she plans to
18 retire.
19

20 ARTICLE XXI - HOLIDAYS

21

- 22 A. Employees will be paid one day's pay at their regular straight time hourly rate, exclusive of shift
23 premium and overtime pay and premium, for the days mentioned in paragraph B, hereof;
24 provided:
25

- 26 1. The employee would otherwise have been scheduled to work on such day if it had not been
27 observed as a holiday.
28
- 29 2. The employee must have worked the last scheduled working day prior to and the next
30 scheduled working day after such holiday, except if the employee is on sick leave, personal
31 illness leave, emergency leave or vacation (not including personal business day or days)
32 and presents documentation satisfactory to the Human Resources Department, if requested,
33 that employee was legitimately on the above-mentioned leave for the above days not
34 worked, then said employee shall receive pay for the holiday.
35
- 36 3. When one of the holidays set forth below falls within an eligible employee's approved
37 vacation period, and he/she is absent from work during the regular scheduled work week
38 because of such vacation, the employee shall be paid his/her regular pay for such holiday.
39

- 40 B. There shall be thirteen (13) paid holidays in 1997-98, 1998-99, and 1999-2000 as follows:
41
42
43
44
45
46
47
48

P-12 HOLIDAYS

1				
2				
3	1997-98	Labor Day	Monday	September 1, 1997
4		Thanksgiving	Thursday	November 27, 1997
5		Winter Break	Wednesday	December 24, 1997
6		Winter Break	Thursday	December 25, 1997
7		Winter Break	Friday	December 26, 1997
8		Winter Break	Monday	December 29, 1997
9		Winter Break	Tuesday	December 30, 1997
10		Winter Break	Wednesday	December 31, 1997
11		New Years	Thursday	January 1, 1998
12		Winter Break	Friday	January 2, 1998
13		Spring Break	Friday	April 10, 1998
14		Memorial Day	Monday	May 25, 1998
15		Independence Day	Friday	July 3, 1998
16				

HFCC HOLIDAYS

17				
18				
19	1997-98	Labor Day	Monday	September 1, 1997
20		Thanksgiving	Thursday	November 27, 1997
21		Winter Break	Wednesday	December 24, 1997
22		Winter Break	Thursday	December 25, 1997
23		Winter Break	Friday	December 26, 1997
24		Winter Break	Monday	December 29, 1997
25		Winter Break	Tuesday	December 30, 1997
26		Winter Break	Wednesday	December 31, 1997
27		New Years	Thursday	January 1, 1998
28		Winter Break	Friday	January 2, 1998
29		MLK Birthday	Monday	January 19, 1998
30		Spring Break	Friday	March 13, 1998
31		Memorial Day	Monday	May 25, 1998
32				

P-12 HOLIDAYS

33				
34				
35	1998-99	Labor Day	Monday	September 7, 1998
36		Thanksgiving	Thursday	November 26, 1998
37		Winter Break	Wednesday	December 23, 1998
38		Winter Break	Thursday	December 24, 1998
39		Winter Break	Friday	December 25, 1998
40		Winter Break	Monday	December 28, 1998
41		Winter Break	Tuesday	December 29, 1998
42		Winter Break	Wednesday	December 30, 1998
43		Winter Break	Thursday	December 31, 1998
44		New Years	Friday	January 1, 1999
45		Spring Break	Friday	April 2, 1999
46		Memorial Day	Monday	May 31, 1999
47		Independence Day	Monday	July 5, 1999
48				

HFCC HOLIDAYS

1998-99	Labor Day	Monday	September 7, 1998
	Thanksgiving	Thursday	November 26, 1998
	Winter Break	Wednesday	December 23, 1998
	Winter Break	Thursday	December 24, 1998
	Winter Break	Friday	December 25, 1998
	Winter Break	Monday	December 28, 1998
	Winter Break	Tuesday	December 29, 1998
	Winter Break	Wednesday	December 30, 1998
	Winter Break	Thursday	December 31, 1998
	New Years	Friday	January 1, 1999
	MLK Birthday	Monday	January 18, 1999
	Spring Break	Monday	April 5, 1999
	Memorial Day	Monday	May 31, 1999

1999-2000 To be determined

The Friday after Thanksgiving shall be a day compensated for at regular straight-time hourly rate, for both P-12 and HFCC employees, exclusive of shift premium and overtime pay and premium if the employee meets the eligibility or holiday requirements set forth in paragraph "A" hereof with no requirement to report to work, but shall not be considered a holiday for the purpose of this Agreement. The employer shall determine who shall be requested to work on this day.

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 $\frac{1}{4}$) 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 1, 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/her desires to the immediate supervisor as to vacation preference for the following. 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.

1 D. The schedule set forth in paragraph A of this Article is supervisor's vacation schedule.
2 Therefore, if relief is not available at regular non-overtime rates or Employer's maintenance
3 schedule would be adversely affected by employee's absence or vacation desired is otherwise
4 detrimental to the operation of the school system, (all of the above decisions to be made at
5 Employer's sole discretion) then the vacation schedule of the employee shall be rescheduled, if
6 at all possible. If an employee does not or cannot use vacation days accumulated as of June
7 30th, by that time any unused vacation days shall be forfeited on July 1st. Any situation not
8 due to the fault of the employee shall be subject to review on appeal. This appeal to involve
9 meaningful discussion between the Supervisor of Operations and/or the Director of Building
10 Services or for HFCC employees, the Director of Building and Grounds and the employee.
11 Employer's decision in these matters is final and not subject to the grievance procedure.
12

13 ARTICLE XXIII - INTER-SCHOOL MAIL

14
15 The use of inter-school mail by the Association shall be continued, provided all material is clearly
16 designated as material of the Association and is signed by an officer of the Association. The
17 Association accepts all responsibility for such material. If the Association uses school mail,
18 Employer shall have no responsibility in any way in connection therewith.
19

20 ARTICLE XXIV - ABSENCE FOR ILLNESS, PERSONAL BUSINESS, EMERGENCIES OR 21 CATASTROPHES

22
23 A. Employees shall be entitled to the following:

- 24
25 1. All employees shall earn one and one-fourth (1¼) sick leave days per month actually
26 worked. Days worked shall include days paid for as holidays, vacation days, sick leave
27 days or personal business days.
28
- 29 2. All employees are entitled to two (2) days off with pay for personal business, which days
30 shall not be accumulated, provided the employees notify their supervisors and verify that
31 it is personal business in advance of taking such day off. These days are provided for the
32 employee to take care of important personal matters that cannot be taken care of outside
33 regular work hours. These days are not to be on a day preceding or following a holiday
34 or vacation unless approved by the supervisor. Personal business days not used prior to
35 the end of the school or fiscal year, whichever is relevant, shall be added to the em-
36 ployee's accumulated sick leave days.
37
- 38 3. Absence due to a general catastrophe (such as a severe snowstorm) which makes it
39 impossible for the employee to report shall be paid for by Employer. There will be no
40 deduction from sick leave days or personal business days. Existence of a catastrophe will
41 be determined by the Superintendent or HFCC President.
42

43 B. Accumulated sick leave days may be used by the employee for absences due to personal
44 illness or emergencies to avoid loss of pay:
45

46 C. Emergencies shall be construed to be as follows and shall be deducted from the accumulated
47 sick leave of an employee:
48

- 1 1. Quarantine of employee or employee's living quarters;
- 2
- 3 2. Death in the immediate family: (the immediate family shall be construed to include
- 4 husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and
- 5 close relatives-in-law or close associates.)
- 6
- 7 3. Required court appearance;
- 8
- 9 4. To provide care for a member of family when no other arrangements are possible, not to
- 10 exceed five (5) days per incident or ten (10) days in total per year starting from the date
- 11 of this Agreement;
- 12
- 13 5. Such days as may be required by the employee's religion for holy observance and
- 14 abstention from work.
- 15
- 16 D. 1. All earned but unused sick leave days shall be allowed to accumulate to a total of 180
- 17 days.
- 18
- 19 2. For employees whose accumulated sick days exceed one hundred eighty (180) days on
- 20 September 1, 1993, such days will not be affected unless used by the employee.
- 21
- 22 3. Reaccumulation of days will not occur until an employee's personal sick day bank drops
- 23 below the limits previously set forth in paragraph D1.
- 24
- 25 4. The annual yearly allowance may be used as earned (1¼ days per month) during the
- 26 fiscal year in addition to the total accumulated days from prior years. The earned
- 27 monthly sick leave days are to be credited on the first pay of the following month.
- 28
- 29 E. The yearly sick leave allowance is to be granted in advance of service on the initial anniver-
- 30 sary date. However, an employee who resigns or whose employment is severed, but who has
- 31 used sick leave days beyond those earned shall reimburse the Employer at the time of
- 32 severance of employment for all used but unearned sick leave days.
- 33
- 34 F. Each employee shall be notified at the beginning of each fiscal year of school year, as
- 35 appropriate, of his/her total number of sick days available.
- 36
- 37 G. After five (5) or more consecutive days of illness, or if in the sole judgment of Employer a
- 38 pattern of continuous absence because of illness occurs, a medical certificate may be required
- 39 before the employee may return to work and before the employee can qualify for sick leave.
- 40
- 41 H. Upon recommendation of the immediate supervisor, the Human Resources Department may
- 42 approve up to six (6) months absence without pay. This approved absence is intended to be
- 43 used for the same reasons which are acceptable for sick leave. The position involved will be
- 44 held for this employee until the day following the expiration of the approved absence,
- 45 providing that the employee notifies the Human Resources Department of intention to return
- 46 fifteen (15) days prior to such expiration.
- 47
- 48
- 49

1 I. The word "pay" or "regular pay" as used herein and in any other provision of this Agreement
2 means normal hourly rate times hours normally worked not to exceed eight (8) per day
3 excluding shift premium and any overtime pay or premium therefor.
4

5 ARTICLE XXV - LEAVES

6
7 A leave is an absence which must be approved by the Board of Education and which is without pay
8 (except in case of up to fourteen (14) days temporary military leave) granted to employees with
9 provisions for certain rights and responsibilities before, during and following such absence.
10

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

- 12 1. Extended Health;
- 13 2. Care of Immediate Family;
- 14 3. Child Care Leave;
- 15 4. Involuntary;
- 16 5. Educational.

17
18
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22
23 Civic Leaves are as follows:

- 24 1. Military and Peace Corps;
- 25 2. Governmental Service.

26
27
28
29 A leave may be terminated before the normal expiration date by mutual agreement between the
30 employee and the Employer.

31
32 Except as specifically provided, no payment of any kind will be made to or for any employee on a
33 leave covered by this provision nor will any benefits of any kind accrue to any employee on a leave
34 covered by this provision.
35

36 The District and the DSOEA will comply with all provisions of the Family and Medical Leave Act.
37

38 General Provisions for Personal Leave

- 39 1. Return from personal leave will be determined by availability of position and in accor-
40 dance with provisions established by the transfer policy.
 - 41 2. Personal leave requests will be honored only after the employee has two consecutive
42 years of service with Employer.
 - 43 3. Leave extensions will be granted only upon recommendation of the Superintendent and
44 approval of the Board of Education.
- 45
46
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49

- 1 4. Failure to request extension or submit intention to return will constitute termination of
2 leave. Failure to secure extension of leave or to return to employment will constitute
3 cause for termination of employment, unless employee establishes that it was impossible
4 to contact the Human Resources Department.
5
- 6 5. Payment for accumulated sick leave days may not be granted during the term of such
7 leave.
8
- 9 6. An employee absent on personal leave shall receive credit for any regularly scheduled
10 salary increases granted employees in service, excluding increments, and shall also be
11 subject to any general salary adjustments which may be effected.
12
- 13 7. The term "physician" when used in this Article shall mean doctor of medicine (M.D.),
14 doctor of osteopathy (D.O.) and doctor of dental surgery (D.D.S.).
15
- 16 8. The Board agrees to extend Blue Cross/Blue Shield or Health Maintenance organization
17 cash payment privileges for the period of the leave to those engineers who have received
18 an approved Personal Leave. The engineer must make the monthly payment to the Board
19 in advance of the due date or shall forfeit all rights under this provision.
20

21 A. Personal Leaves

- 22 1. Extended Health Leave Due to Physical or Mental Causes
23
24
 - 25 a. Extended Health Leave due to physical or mental causes after sick leave days are
26 exhausted may be granted to employees upon request and the recommendation of the
27 Superintendent and the approval of the Board of Education. Such request shall be in
28 writing and shall be accompanied by a written statement by attending physician.
29 Such leave may be granted for periods of one year or less. Such leave may be
30 considered for renewal upon the same basis as for the original leave, including a new
31 written statement by the attending physician.
32
 - 33 b. Request for extension of leave of absence of this type or notice of intention to return
34 must be made in writing at least thirty (30) days prior to termination of leave.
35
 - 36 c. A request for return from this type of leave shall be accompanied by a statement from
37 a competent physician stating the employee's physical or mental fitness to return to
38 employment. The Superintendent may request, in writing, that any employee, before
39 returning, takes a physical or mental examination by a physician selected by the
40 Employer at the Employer's expense. The results of this examination will be used to
41 determine eligibility to return.
42
 - 43 d. An employee eligible to return from whom there is no immediate vacancy shall be
44 given a No. 2 priority on assignment for relief and/or substitute work. (Note: No. 1
45 priority would be for relief engineers as per XII B.)
46
- 47 2. Care of Ill Members of the Immediate Family Leave
48

- 1 a. Leave may be granted to employees to care for ill members of the immediate family.
2 Extended leave for this reason may be granted upon the request of the employee, the
3 recommendation of the Superintendent and the approval of the Board of Education.
4 Sufficient proof must be submitted to the Superintendent that leave or extended leave
5 is necessary before request will be granted. This type of leave may be granted for
6 periods of one year or less.
7
8 b. The immediate family shall be construed to include: husband, wife, children, father,
9 mother, brother, sister, grandparents, aunt, uncle, and close relatives-in-law or close
10 associate.
11
12 c. Request for extension of leave of absence of this type or notice of intention to return
13 must be made in writing at least thirty (30) days prior to termination of leave.
14

15 3. Child Care Leave

- 16 a. An engineer who gives birth to a child, adopts a child, assumes the legal responsibil-
17 ity of a child, or acquires a child by marriage is eligible for Child Care Leave.
18
19 b. Request for a Child Care Leave shall be submitted in writing to the appropriate
20 Human Resources Department ninety (90) days prior to the date leave is to begin,
21 unless circumstances clearly preclude opportunity for such notice.
22
23 c. Child Care Leave, when granted, shall initially be for whatever portion remains of the
24 fiscal year in which leave begins, or for the entirety of the fiscal year with which
25 leave begins. Such initial leave shall be subject to not more than two (2) annual one-
26 year renewals.
27
28 d. Request for renewal must be made to the appropriate Human Resources Department
29 in writing at least ninety (90) days before the end of the fiscal year with which leave
30 will expire.
31
32 e. Return from Child Care Leave, other provisions of this contract notwithstanding, will
33 be to a comparable position in the Dearborn Public Schools/HFCC not later than two
34 (2) years from the end of the fiscal year in which leave began. Failure to request
35 renewal, and/or failure to notify the appropriate Human Resources Department in
36 writing of intent to return, at least ninety (90) days prior to the end of the final fiscal
37 year of leave, in response to notification by the appropriate Human Resources
38 Department, will constitute termination of employment.
39
40 f. A return from Child Care Leave prior to the expiration of the leave shall occur only
41 with the consent of the engineer and with the approval of the
42 Superintendent/President.
43
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1 4. Involuntary Leave
2

3 An employee may be requested to take Involuntary Leave when it has become apparent to
4 the Superintendent that the individual is no longer able physically and/or mentally to
5 discharge the duties of the position in a competent manner.
6

- 7 a. Upon the recommendation of the Superintendent and the approval of the Board of
8 Education, the Superintendent may request in writing that any employee take a
9 physical or mental examination as set forth in subparagraph b. hereof at Employer's
10 expense, the results of which may be used for determining Involuntary Leave. Failure
11 to take this examination shall be adequate cause for disciplinary action, including
12 discharge.
13
14 b. When an examination is requested, a report of three physicians may be required; one
15 physician shall be selected by the employee, one selected by the Employer, and a
16 third one shall be mutually agreed upon by both parties.
17
18 c. The written request may be made by the Superintendent as often as is deemed
19 essential to the physical or mental welfare of the individual employee involved.
20
21 d. The employee requesting return from Involuntary Leave may return only upon the
22 recommendation of the Superintendent following a reexamination according to the
23 procedures outlined in Item b, and by approval of the Board of Education. Such
24 return, if approved, shall be as soon as possible but subject to the provisions of the
25 transfer policy set forth in Article IX.
26

27 5. Educational Leave
28

- 29 a. Any employee with (2) years or more of successful service with the employer may,
30 upon recommendation of the superintendent and approval of the Board of Education,
31 be granted leave, without pay, for educational study for a period not to exceed one (1)
32 year. Such leave, if granted shall be solely for the purpose of undertaking formal and
33 patterned studies at any institution licensed or accredited in its field, on a program
34 demonstrably related either to the employees' current assignment or to a career
35 progression currently available in the Dearborn Public Schools/HFCC.
36
37 b. Application for such leave must be made at least sixty (60) days before the prospec-
38 tive start of such leave.
39
40 c. Request for extension of leave of this type or notice of intention to return must be
41 made in writing a least thirty (30) days prior to termination of leave.
42

43 B. Civic Leaves
44

45 1. Military and Peace Corps Leaves
46
47
48

- 1 a. Any employee who may enlist or be conscripted into the Defense Forces of the
2 United States for military service or training or into the Peace Corps, shall be rein-
3 stated as a regular employee with full credit including the annual increments(s).
4
- 5 b. Any employee shall return to the specific classification which the employee left. If
6 the classification has been discontinued by Employer, the individual shall be assigned
7 to a comparable position. If there is no vacancy in the classification at the location
8 which was left, the person shall be given a comparable position until his/
9 her position becomes vacant and shall be given top priority for such vacancy notwith-
10 standing other provisions of this Agreement.
11
- 12 c. When an employee must take temporary Military Leave (not to exceed fourteen (14)
13 days per year), the Employer shall compensate the employee involved for the differ-
14 ence between his regular pay, excluding any shift or overtime premium, and the
15 military pay for the weekdays of military service.
16
- 17 d. Request for return from leave for other than temporary military leave must be made at
18 least thirty (30) days prior to the effective date of return. An employee on temporary
19 military leave shall be expected to return immediately upon the conclusion of said
20 leave.
21
- 22 e. Military and Peace Corps Leave shall not extend beyond the time of original enlist-
23 ment or beyond the time necessary to discharge the employee's military or Peace
24 Corps obligation. However, a request for extension of leave may be made subject to
25 provision of d. above.
26
- 27 f. In the event of physical or mental disability incurred during a Military or Peace Corps
28 Leave which does not permit satisfactory performance in the specific position the
29 employee left, the employee shall be assigned to a position for which the employee is
30 qualified or will be placed on Involuntary Leave.
31
- 32 g. Failure to request extension or submit intention to return will constitute termination of
33 leave. Failure to secure extension of leave or to return to employment will constitute
34 cause for termination of employment unless employee establishes that it was impossi-
35 ble to contact the Human Resources Department.
36

37 2. Governmental Service
38

- 39 a. Upon approval of the Board of Education, an employee shall be allowed to serve the
40 term of office to which the employee is elected, reelected, appointed or reappointed at
41 any level of government. The employee shall notify the Employer upon being
42 selected for such office and in no case will the employee take leave of the job unless
43 at least fifteen (15) working days will have been provided to locate a replacement.
44
- 45 b. Notification of the employee's return from such leave shall be made in writing to the
46 appropriate Human Resources Department no later than thirty (30) days prior to
47 availability for reemployment.
48

- 1 c. An employee on such leave shall return to a comparable position with Employer,
2 subject to the provisions of the transfer policy set forth in Article IX hereof.
3
4 d. Upon return, an employee on such leave will be advanced appropriate salary steps on
5 his/her anniversary dates during such absence, except that no more than a maximum
6 of two anniversary dates will be recognized.
7
8 e. Not more than one percent of employees shall be on such leave at any one time.
9
10 f. Accumulated benefits are carried forward from the effective date of leave and are
11 credited upon return to employment at the termination of the leave. Payment for
12 accumulated leave days may not be granted during the term of leave.
13
14 g. Failure to request extension or submit intention to return will constitute termination of
15 leave. Failure to secure extension of leave or to return to employment will constitute
16 cause for termination of employment unless employee establishes that it was impossi-
17 ble to contact the appropriate Human Resources Department.
18

19 ARTICLE XXVI - JURY DUTY

20
21 An employee who serves on jury duty or is required on behalf of the Board of Education to appear in
22 court will be paid the regular straight hourly pay for any days not worked because of such service.
23 The employee may be requested by Employer, but not required, to seek being excused from such
24 duty. Such days shall not be deducted from the accumulated sick leave days.
25

26 ARTICLE XXVII - EMPLOYEES' PERSONNEL FILES

27
28 Any employee shall be allowed to inspect his/her personnel file. The employee must make an
29 appointment with the appropriate Human Resources Department and a member of that Department
30 shall be present when the employee inspects said file. References and reports normally sought at the
31 time of employment are specifically exempted from review and may be removed from the file by the
32 appropriate Human Resources Department prior to review of the file by the employee.
33 A copy of any material concerning an engineer's conduct, service, character, or personality will be
34 sent to the engineer prior to said material being placed in the engineer's file.
35

36 ARTICLE XXVIII - WORKERS' DISABILITY

37
38 The policy pertaining to pay for employees injured while on duty for the Employer follows:
39

40 A. That the Employer continue furnishing Workers' Disability:
41

- 42 1. Benefits to be paid upon injury according to State of Michigan regulations;
43
44 2. The responsibility in administering this program is given the Director of Business Ser-
45 vices.
46

47 B. That the employer continue to supplement the benefits as follows:
48

- 1 1. Difference between benefits paid under the Workers' Disability and an employee's regular
2 pay figured at straight time hourly rate exclusive of shift premium and overtime pay and
3 premium.
- 4
- 5 2. That this benefit be automatically paid upon an employee receiving benefits under
6 Workers' Disability. If the Workers' Disability is terminated, this benefit is also to
7 terminate.
- 8
- 9 3. That this benefit be paid not to exceed one hundred eighty (180) working days provided
10 that the employee uses accumulated sick leave and/or vacation days after the first ninety
11 (90) working days.
- 12

13 ARTICLE XXIX - HEALTH BENEFITS

14

15 A. The Board of Education shall provide coverage for hospital-surgical-medical benefits.
16 Coverages, whosoever the carrier, shall be the hospital expense benefits provided for semipri-
17 vate accommodations under the Comprehensive Hospital Care Certificate of Michigan Hospital
18 Service with MVF No. 2 and Master Medical and the surgical-medical expense benefits
19 provided under the Employment Group Benefits Certificate of Michigan Medical Service with
20 Master Medical (deductible at \$100 per person per year or \$200 per family per year), including
21 Option II (2), MVF No. 2, prescription coverage with the \$5.00 deductible and NC Rider,
22 provided through National Prescription Administrators Incorporated, FAE-RC Emergency
23 Rider, MMC-BL2 Psychiatric Rider, and the Substance Abuse Treatment Rider. In addition,
24 full payment in the form of reimbursement for the F Rider will be made in January and June
25 according to the procedure established by the Business Office. This will include presentation of
26 evidence of payment and establishment of eligibility of the dependent rider.

27

28 Effective September 1, 1997, coverage for hospital-surgical-medical benefits shall not include
29 coverage for abortion services, other than for spontaneous abortion or to prevent the death of
30 the woman upon whom the abortion is performed.

31

32 For those employees who do not desire the above coverage, the Board of Education will make
33 monthly contributions to a health maintenance organization on behalf of subscribing employ-
34 ees. This coverage shall apply only for the period such employees are on the payroll, and shall
35 be the cost of such contained above. The coverage will be the health maintenance organization
36 equivalent to the above benefits, insofar as possible (Basic Coverage and Special Benefits
37 Rider). However, in no way is this coverage to be provided as a means of obtaining double
38 insurance coverage for any subscriber-employee and/or his/her family.

39

40 It is the intention of the parties that the school district will not provide dual and/or coordinated
41 coverage, whether it is because both spouses work within the district or one works elsewhere, as
42 it pertains to the Employer providing hospital-surgical-medical benefits.

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1 The parties agree that persons receiving dual and/or coordinated hospital-surgical-medical benefits as
2 of September 1, 1982, shall be allowed to continue unless the administration and the individual
3 mutually agree to terminate this arrangement of coverage. No other persons shall be so entitled.
4

5 B. The Board of Education will make monthly contributions for the following month's coverage on
6 behalf of each subscribing employee, toward the cost of the hospital-surgical-medical coverages
7 described above, equal to the full subscription rate or premium charge for the classification or
8 coverage to which the employee shall have subscribed according to marital status and the
9 number of dependents, provided that such coverage is not in excess of the coverage described in
10 the next paragraph.
11

12 C. The coverage for which the Board of Education will contribute under the foregoing may be, at
13 the employee's option, protection for (1) self only, or (2) self and family (including only spouse
14 and eligible children 19 years of age and under). Coverage will only be provided if proper
15 enrollment forms and/or contract revision forms have been properly filed with the Payroll
16 Department.
17

18 D. Employees may enroll under the "new hire" clause, within thirty days of the date of original
19 employment. Subsequent opportunities to enroll in either of the above plans shall be provided
20 only during enrollment periods specified by the carriers.
21

22 E. The Employer shall provide the best possible dental plan for the available money. The
23 Employer's annual contribution will not exceed \$42 per month for each DSOEA member. The
24 details of, and the implementation of, such program are to be planned for by a committee
25 representative of the central office and any unit(s) so participating.
26

27 F. The Employer shall provide the best possible family optical plan for the available money. The
28 Employer's annual contribution will not exceed \$10.00 per month for each DSOEA member.
29 The details and the implementation of such a program are to be planned for independently by a
30 committee composed of a representative of the central office and the representatives of the
31 Association. In the event the Association deems it beneficial to explore the possibility of
32 coverage jointly with one or more other groups, the representation of such an exploratory
33 committee shall be proportional to the number of members in each group, provided each group
34 has at least one representative.
35

36 G. There is a need to continue to explore the containment of the costs associated with providing
37 health benefit coverage. Accordingly, the parties agree to continue the committee to investigate
38 cost containment in the health benefit area. It is further agreed that:
39

40 1. The District will provide to the DSOEA the Blue Cross and Blue Shield of Michigan
41 Predetermination of Hospital Stay health benefit rider PRE-100/20 as described in benefit
42 brochure CF 6422 of June, 1986.
43

44 2. The District will provide to the DSOEA the Blue Cross and Blue Shield of Michigan
45 Mandatory Second Surgical Option health benefit riders PCES and PCES II.
46

47 3. The District will provide to the DSOEA the Voluntary Employee Assistance Plan as
48

1 recommended by the EAP Committee.

- 2
- 3 4. The District will provide to the DSOEA a Recovery Incentive Program designed to
- 4 provide a cash incentive to employees who discover and arrange for recovery of over-
- 5 charges made on their own hospital bills which in turn result in a savings of benefit dollars.
- 6 Details and implementation of the plan will be determined by the Health Care Cost
- 7 Containment Committee.

8

9 ARTICLE XXX- GROUP TERM LIFE INSURANCE

- 10
- 11 A. The Board of Education will provide group term life insurance in the amount of the annualized
- 12 base pay, but in no case less than \$20,000, for each employee; said insurance shall include
- 13 accidental death and dismemberment benefits. All employees termed regular employees by
- 14 contract provisions are eligible for such insurance. The employee will enroll and designate
- 15 beneficiary on the proper application form.
- 16
- 17 B. Coverage for new employees will become effective the first of the month following the
- 18 beginning date of employment, provided the necessary enrollment forms have been filed with
- 19 the Payroll Department.
- 20
- 21 C. Employees being terminated or no longer receiving payroll checks have the option of applying
- 22 for coverage under the policy on a direct payment basis under the rules established by the
- 23 carrier.

24

25 ARTICLE XXXI WAGE RATE SCHEDULE

26

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

28

29 ARTICLE XXXII - CONFORMITY TO LAW CLAUSE

30

31 This Agreement is subject in all respects to the laws of the State of Michigan with respect to the

32 powers, rights, duties and obligations of the Employer the Association and employees in the

33 bargaining unit and, in the event that any provision of this Agreement shall at any time be held to be

34 contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal

35 has been taken within the time provided for doing so, such provision shall be void and inoperative;

36 however, all other provisions of this Agreement shall continue in effect.

37

38 ARTICLE XXXIII - MATTERS CONTRARY TO AGREEMENT

39

40 This Agreement shall supersede any rules, regulations or present practices which shall be contrary to

41 or inconsistent with its terms.

42

43 This contract, any letters of agreement or understanding and changes in regulations or present

44 practices shall not be legal or binding unless signed by the president or acting president and two

45 other members of the DSOEA Executive Board.

46

47

48 ARTICLE XXXIV - RELEASED TIME

- 1 A. The Employer agrees to hold grievance hearings at times mutually agreeable to the Employer
2 and the Association. A maximum of three (3) Association representatives may be present at all
3 hearings pursuant to Steps 2 to 4 of the grievance procedure.
4
- 5 B. The three representatives provided for in A. shall be promptly designated in writing and
6 communicated to the Human Resources Department. Representatives may be changed by the
7 Association by communicating the names of the new representatives to the Human Resources
8 Department one month in advance of the time the Association wishes the new representatives to
9 serve; otherwise, substitutes for any of the above three representatives shall be permitted only:
10
- 11 1. In negotiation sessions if two consecutive sessions are to be missed by the same represen-
12 tative;
13
- 14 2. In grievance sessions if one of the three representatives is the grievant.
15
- 16 C. Association President or designated representatives shall be given released time for any
17 meetings with the administration concerning grievances and job interviews for engineer
18 positions held during said above-mentioned Association representative's ordinary work day.
19
- 20 D. The Administration agrees that, no more than sixty (60) hours, of which no more than forty (40)
21 hours shall be on days in which school is in session or when the presence of a licensed building
22 engineer is required, may be used by DSOEA officers for the conduct of Association business,
23 with the following stipulations:
24
- 25 1. No more than two (2) officers will be absent from their assignments at any one time.
26
- 27 2. That no single occasion exceeds four (4) hours on one day or eight (8) hours in one week.
28
- 29 3. That requests for using those hours be made twenty-four (24) hours in advance to the
30 Manager of Plant Operations, and that the approval of the Manager of Plant Operations be
31 obtained.
32

33 ARTICLE XXXV - MIOSHA

34

35 The employer and the Association mutually recognize that there is a responsibility to observe and
36 enforce the rules and regulations accompanying the Michigan Occupational, Safety, and Health Act
37 of 1974, and acknowledge that liability may result either from improper action or from the failure to
38 take proper action.
39

40 ARTICLE XXXVI - LONG TERM DISABILITY INSURANCE

41

42 The Board of Education will provide, at no cost to the Dearborn Schools' Operating Engineers'
43 Association, a long-term disability plan. Specifics of this plan will be as follows:
44

45 60% of normal monthly earnings (to be defined as position on salary schedule plus longev-
46 ity).
47

48 Waiting period: 180 consecutive calendar days.

1 Maximum annual covered salary: \$50,000 (based on 12 months).

2
3 Coverage for nervous and mental disabilities -- two years or institutionalized.

4
5 Full maternity coverage.

6
7 Board will pay premiums for medical coverage for a period not to exceed three (3) months
8 for employees receiving long term disability benefits.

9
10 The amount received from the insurance company will be reduced by any primary remunera-
11 tion received, or for which the employee is eligible during the benefit period from the Board,
12 the Michigan Public Schools Employees Retirement System, the Federal Social Security Act
13 (both primary and dependent), (the Workers' Compensation Act, the Railroad Retirement
14 Act, Veterans' benefits or other such pensions, or payment for sick days.

15
16 Monthly benefits will not be reduced by any statutory or cost-of-living increases in Social
17 Security or MPSERS benefits.

18
19 The DSOEA will be consulted regarding any change of carrier, details and implementation of
20 this plan.

21
22 ARTICLE XXXVII - SUCCESSOR AND ASSIGNS

23
24 In the event that Henry Ford Community College (HFCC) separates from the District during the term
25 of this agreement, this agreement shall be binding upon the HFCC Board of Trustees and the
26 Dearborn Public Schools Board of Education, and all provisions of the agreement, including, without
27 limitation, provisions for promotion, transfer, bumping and seniority, shall be applied separately to
28 each entity. For example, after separation, HFCC employees will not have the right to transfer into
29 positions at Dearborn Public Schools; however, HFCC employees shall have the right to transfer into
30 positions at HFCC as set forth in the agreement. Likewise, after separation, Dearborn Public School
31 employees will not have the right to transfer into positions at HFCC; however, Dearborn Public
32 School employees shall have the right to transfer into positions at Dearborn Public Schools as set
33 forth in the agreement. The date of separation shall be defined by the Board of Education of the
34 Dearborn Public Schools.

35
36 ARTICLE XXXVIII - DURATION OF CONTRACT

37
38 This agreement shall be effective on November 25, 1997, and shall continue in full force and effect
39 until midnight of August 31, 2000. At any time subsequent to May 15, 2000, either party may give
40 written notice to the other of its desire to negotiate a new agreement for the following year, and
41 meetings between the parties for that purpose shall begin not later than twenty (20) days after
42 delivery of such written notification; provided, however, that nothing in this paragraph or elsewhere
43 in this Agreement shall be construed to require the Employer to commit an unfair labor practice or
44 otherwise violate the law by any improper recognition of, or support of, or assistance to the
45 Association.

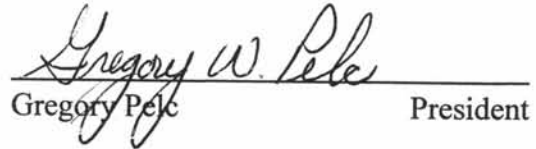
46
47
48 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized

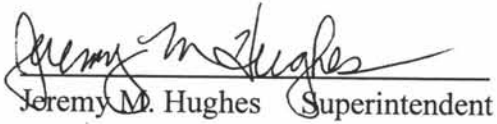
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized
2 representatives on the day and year first above written.
3
4
5

6 BOARD OF EDUCATION OF
7 SCHOOL DISTRICT OF THE
8 CITY OF DEARBORN/HFCC
9

DEARBORN SCHOOLS
OPERATING ENGINEERS
ASSOCIATION

10 
11 _____
12 Joseph A. Guido President

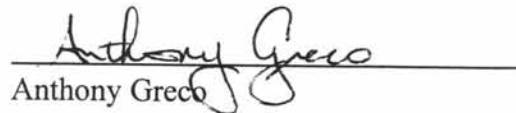

_____ Gregory Pele President

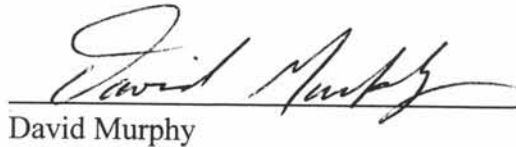
14 
15 _____
16 Jeremy M. Hughes Superintendent


_____ Jeffrey Burek

18 
19 _____
20 Andrew A. Mazzara President


_____ Thomas Hand

24 
25 _____
26 Anthony Greco

28 
29 _____
30 David Murphy

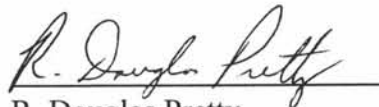
1 LETTER OF AGREEMENT #1
2 BETWEEN
3 DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
4 DEARBORN BOARD OF EDUCATION

5
6 Optical/Dental Coverage
7
8
9


10 This letter of agreement executed by and between the Dearborn Board of Education (hereinafter
11 referred to as the "Board"), and the Dearborn Schools' Operating Engineers Association (hereinafter
12 referred to as the DSOEA), whereas the above mentioned parties agree as follows:
13


14 That there will be no diminution of optical coverage during the term of the 1997-2000 collective
15 bargaining agreement. Dental coverage will be provided equivalent to coverage currently provided
16 under the Delta Dental program with no diminution of coverage during the term of the 1997-2000
17 collective bargaining agreement.
18

19
20 For the Board of Education
21 of the School District of the
22 City of Dearborn/HFCC
23

24 
25 R. Douglas Pretty
26 Director of Human Resources
27 P-12
28

29 For the Dearborn Schools Operating
30 Engineers' Association
31

32 
33 Gregory W. Pelc
34 President, DSOEA
35

36
37 
38 Dr. Sally Barnett
39 Director of Human Resources
40 HFCC
41

42 Date: January 15, 1998
43
44
45

Date: 1-15-98

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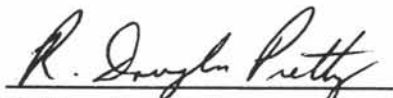
LETTER OF AGREEMENT #2
BETWEEN
DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
DEARBORN BOARD OF EDUCATION

Retiree Holiday Pay


This letter of agreement executed by and between the Dearborn Board of Education (hereinafter referred to as the "Board"), and the Dearborn Schools Operating Engineers Association (hereinafter referred to as the DSOEA), whereas the above mentioned parties agree as follows:

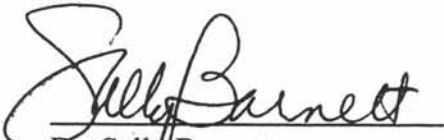
1. DSOEA employees who retire on December 31 of any contract year shall be entitled to receive holiday pay for the winter holiday period ending December 31 of that year.

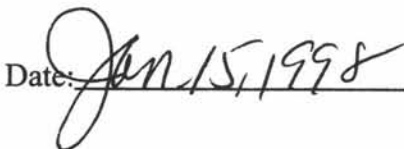
For the Board of Education
of the School District of the
City of Dearborn/HFCC


R. Douglas Pretty
Director of Human Resources
P-12

For the Dearborn Schools Operating
Engineers Association


Gregory W. Pelc
President, DSOEA


Dr. Sally Barnett
Director of Human Resources
HFCC

Date: 

Date: 1-15-98

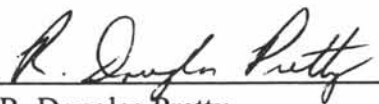
1 LETTER OF AGREEMENT #3
2 BETWEEN
3 DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
4 DEARBORN BOARD OF EDUCATION

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6 First Class License Incentive
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8

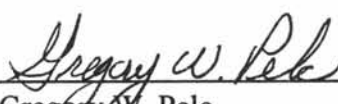
9 This letter of agreement executed by and between the Dearborn Board of Education (hereinafter
10 referred to as the "Board"), and the Dearborn Schools Operating Engineers Association (hereinafter
11 referred to as the DSOEA), whereas the above mentioned parties agree as follows:
12


13 As an incentive, engineers obtaining a first class license who are assigned to a classification not
14 requiring a first class license, shall be paid ten cents (10¢) per hour above the wage scale for
15 maintaining same.
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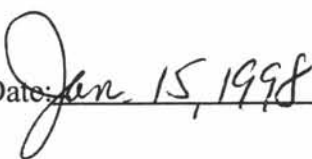
25 For the Board of Education
26 of the School District of the
27 City of Dearborn/HFCC
28

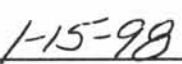
29 
30 R. Douglas Pretty
31 Director of Human Resources
32 P-12
33
34

For the Dearborn Schools Operating
Engineers Association

35 
36 Gregory W. Pelc
37 President, DSOEA
38
39
40
41

42 
43 Dr. Sally Barnett
44 Director of Human Resources
45 HFCC
46

Date: 

Date: 

1 LETTER OF AGREEMENT #4
2 BETWEEN
3 DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
4 DEARBORN BOARD OF EDUCATION

5
6 HFCC Tuition Grants
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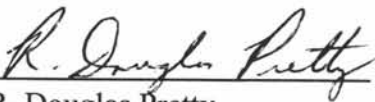
9 This letter of agreement executed by and between the Dearborn Board of Education (hereinafter
10 referred to as the "Board"), and the Dearborn Schools' Operating Engineers Association (hereinafter
11 referred to as the DSOEA), whereas the above mentioned parties agree as follows:
12

13 It is mutually understood that all members of the DSOEA and their immediate family members
14 (defined as including spouse and dependent children under age 25, claimed on the employee's IRS
15 Income Tax Return or based on a divorce court judgment) shall be eligible for tuition grants for
16 credit courses offered by Henry Ford Community College. This grant will not cover lab fees or any
17 other fees.
18

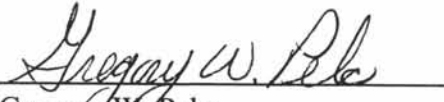
19 This letter of agreement shall remain in effect as long as HFCC remains a part of the K-14 district.
20
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27 For the Board of Education
28 of the School District of the
29 City of Dearborn/HFCC
30

For the Dearborn Schools
Operating Engineers Association

31
32 

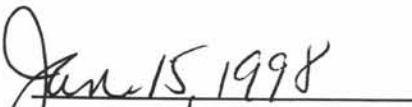
33 R. Douglas Pretty
34 Director of Human Resources
35 P-12
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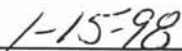
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38 Gregory W. Pelc
39 President, DSOEA
40

41 

42 Dr. Sally Barnett
43 Director of Human Resources
44 HFCC
45

46 
47 Date
48


Date

1 LETTER OF AGREEMENT #5
2 BETWEEN
3 DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION
4 AND
5 DEARBORN BOARD OF EDUCATION
6

7 Work Rules
8
9

10 This letter of agreement executed by and between the Dearborn Board of Education (hereinafter
11 referred to as the "Board"), and the Dearborn Schools Operating Engineers Association (hereinafter
12 referred to as the DSOEA), whereas the above mentioned parties agree as follows:
13

14 STAFF CONDUCT POLICY:
15

16 The orderly efficient operation of the Dearborn Public School District requires that all employees
17 maintain discipline and proper personal standards of conduct at all times. The purpose of the
18 following rules and regulations is not to restrict the rights of anyone, but to define and protect the
19 rights of all, which will ensure safety and fairness to all employees in their work.
20

21 Discipline and proper standard of conduct are necessary to protect the health and safety of all
22 employees, to maintain uninterrupted services and jobs, and to protect the school district's good will
23 and property.
24

25 To that end, the Dearborn Board of Education authorizes the P-12 and College administration to
26 establish written rules and regulations which, together with the observance of proper standards of
27 conduct, employees are required to observe. An employee who fails to maintain proper standard of
28 conduct at all times and/or who violates the rules, regulations and policies of the Dearborn Public
29 Schools, shall be subject to appropriate disciplinary action.
30

31 Administrative personnel have the responsibility and authority to recommend and/or take disciplin-
32 ary action, in accordance with appropriate procedures, against an employee who fails to maintain
33 proper standards of conduct and/or who violates the rules, regulations, and policies of the Dearborn
34 Public Schools.
35

36 All rules and regulations will be administered without regard to race, color, creed, religion, sex, age,
37 handicap, or national origin.
38

39 GENERAL WORK RULES:
40

41 Violation of any of the following work rules and regulations may result in disciplinary action
42 ranging from reprimand to discharge:
43

- 44 1. Possession of firearms or other weapons on district property.
- 45 2. Consumption and/or possession of any kind of illicit drugs or narcotics; the soliciting,
46 dispersing and/or selling of any kinds of drugs, pills, or narcotics; the use of illegal drugs, pills
47 or narcotics which disrupts the ability to perform the duties of the job.
48

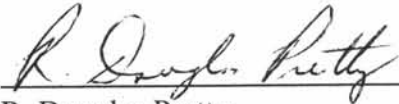
- 1 3. Drinking or possession of liquor or any alcoholic beverage on district property at any time.
- 2 4. Scuffling, rowdy behavior, and/or horse play on district property.
- 3 5. Reporting to work under the influence of alcohol, narcotics, or any mind-altering substance
- 4 which disrupts the ability to perform the duties of the job.
- 5 6. Theft or misappropriation of property and/or funds of students, employees, or the school
- 6 district.
- 7 7. Conducting personal business during working hours or on school district premises, or use of
- 8 district equipment for personal reasons.
- 9 8. The use of district vehicles for reasons other than work assignments.
- 10 9. Operation and/or use of machines, telephones, tools, or other Board owned equipment without
- 11 the approval from the employee's supervisor; abuse, misuse or destruction of Board and/or
- 12 other's property, tools, or equipment.
- 13 10. Employee misuse or removal from the Board's premises, without proper written authorization
- 14 from the immediate supervisor, of Board property, records or other Board materials.
- 15 11. False statements knowingly, or recklessly made, or violently abusive and personally defama-
- 16 tory statements or slander of another employee, of a student, parent or Board member and
- 17 where such conduct is related to and interferes with the educational process, and administra-
- 18 tion thereof.
- 19 12. Falsification of any reports or records including personnel, absence, or sickness.
- 20 13. Refusal to do a job assignment or insubordinate conduct.
- 21 14. Smoking where and when prohibited.
- 22 15. Gambling, or taking part in any game of chance, on Board premises.
- 23 16. Slowdown in performance or causing slowdown in performance.
- 24 17. Violation of district, state, federal safety rules or practices and/or engaging in any conduct
- 25 which tends to create a safety hazard which endangers self and/or others. Employees must, at
- 26 all times, wear safety articles and use protective equipment where required, and immediately
- 27 report to their supervisors any injury or accident.
- 28 18. Unauthorized or unexcused absence, reporting late to work, leaving work area or building
- 29 during work hours without prior authorization.
- 30 19. Failure to be at the work station at the start of the work day or end of the lunch period, or
- 31 failure to remain at the work station up to the start of the lunch period or end of the work day.
- 32 20. Neglect of duties, loafing, or wasting time during working hours.
- 33 21. Unlawful or improper conduct of an employee on school district property.
- 34 22. Fighting, agitating a fight and/or attempting bodily harm or injury to another person.
- 35 23. Distribution of obscene, vulgar, or indecent written or printed matter which tends to disrupt
- 36 the school or school district or results in danger to other persons on school property or
- 37 interferes with school work or discipline.
- 38 24. Poor housekeeping, creating or contributing to unhealthful or unsanitary conditions.
- 39 25. Dress or grooming that disrupts the school setting.
- 40 26. Falsely stating or making claims of injury.
- 41 27. Clocking the time card of another employee. Failure to use the time card at designated time
- 42 clock. Failure to clock in or out by use of your own time card. Failure to clock out when
- 43 leaving work station or tampering with the office time clock.

- 1 28. Paid lunch must be taken in the assigned work station. Employees must be available for
2 assignment as necessary during the 30 minute paid lunch break.
3 29. Fatigue breaks must be taken at the assigned work building.
4 30. Conduct deemed not in the best interest of the Dearborn Public Schools.
5

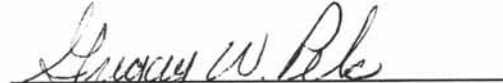
6 Disciplinary action will be handled on an individual basis and will be based on the specific facts
7 surrounding each case.
8

9 For the Board of Education
10 of the School District of the
11 City of Dearborn/HFCC
12

For the Dearborn Schools Operating
Engineers Association

13
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15
16 R. Douglas Pretty
17 Director of Human Resources
18 P-12
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20
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22
23 Gregory W. Pelc
24 President, DSOEA
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29
30 Dr. Sally Barnett
31 Director of Human Resources
32 HFCC

Date: Jan 15, 1998

Date: 1-15-98

1 LETTER OF AGREEMENT #6
2 BETWEEN
3 DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
4 DEARBORN BOARD OF EDUCATION
5

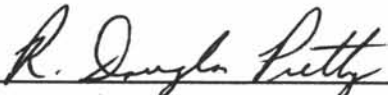
6
7 Four-Day Work Week
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9

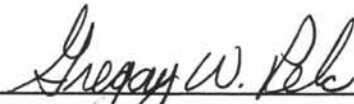
10 This letter of agreement executed by and between the Dearborn Board of Education (hereinafter
11 referred to as the "Board"), and the Dearborn Schools Operating Engineers Association (hereinafter
12 referred to as the DSOEA), whereas the above mentioned parties agree as follows:
13


14 That the pilot program will be extended for the summers of 1998, 1999, and 2000, to utilize a four-
15 day ten-hour work week at any and all Dearborn Public Schools as determined by the Director of
16 District Operations or Director of Building and Grounds, HFCC This program will be utilized
17 Monday through Friday on no less than a weekly basis. During this program for those schools
18 working a four-day work week, overtime at time and one-half will be paid for all hours over ten
19 worked on any given day and over forty hours in any given week. Schools remaining on a five day
20 schedule will continue overtime rates per Article XIX. Other overtime provisions of Article XIX
21 will remain effective.
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25

26 For the Board of Education
27 of the School District of the
28 City of Dearborn/HFCC
29

For the Dearborn Schools Operating
Engineers Association

30
31 
32 R. Douglas Pretty
33 Director of Human Resources
34 P-12
35


Gregory W. Pelc
President, DSOEA

36
37 
38 Dr. Sally Barnett
39 Director of Human Resources
40 HFCC
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42
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44
45 Date: Jan 15, 1998
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Date: 1-15-98

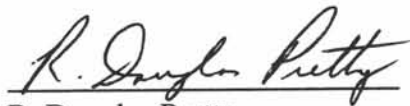
1 LETTER OF AGREEMENT #7
2 BETWEEN
3 DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
4 DEARBORN BOARD OF EDUCATION

5
6 Payroll Deduction for Benefits
7

8
9 This letter of agreement executed by and between the Dearborn Board of Education (hereinafter
10 referred to as the "Board"), and the Dearborn Schools Operating Engineers Association (hereinafter
11 referred to as the DSOEA), whereas the above mentioned parties agree as follows:
12

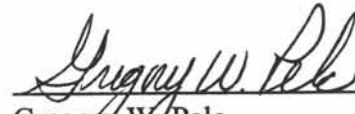
13 The Board of Education agrees to provide payroll deduction for a DSOEA member wishing to
14 purchase additional options for dental, long term disability, life/AD&D, at group rates through the
15 group carrier.
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21

22 For the Board of Education
23 of the School District of the
24 City of Dearborn/HFCC
25

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27 

28 R. Douglas Pretty
29 Director of Human Resources
30 P-12
31

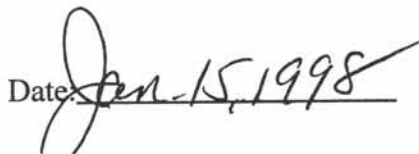
For the Dearborn Schools Operating
Engineers Association

32
33 

34 Gregory W. Pelc
35 President, DSOEA
36

37 

38 Dr. Sally Barnett
39 Director of Human Resources
40 HFCC
41

42 Date: 

43 Date: 

1 LETTER OF AGREEMENT #8
2 BETWEEN
3 DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
4 DEARBORN BOARD OF EDUCATION
5

6 Refrigeration Engineer's License
7

8
9 This letter of agreement executed by and between the Dearborn Board of Education (hereinafter
10 referred to as the "Board"), and the Dearborn Schools Operating Engineers Association (hereinafter
11 referred to as the DSOEA), whereas the above mentioned parties agree as follows:
12

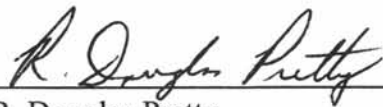
13 That the engineer positions listed below, at the Dearborn Public School buildings listed below, are
14 required to possess a Refrigeration Engineer's license from the City of Dearborn and will receive an
15 additional thirty cents for all hours actually worked.
16

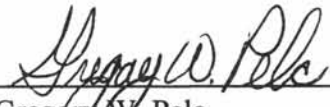
17 Physical Plant Engineer	HFCC
18 Engineer A (afternoon shift)	HFCC
19 Engineer A (midnight shift)	HFCC
20 Engineer A	Fordson
21 Engineer B	HFCC/DHC
22 Engineer B	Miller
23 Engineer C	William Ford
24 Engineer C	Becker/School to Work


25
26 An Assistant Engineer D at Fordson High School who possesses at least a 2nd Class Refrigeration
27 Engineer's license from the City of Dearborn shall be paid an additional thirty (30¢) per hour;
28 however, a refrigeration license may not be required for this position.
29

30
31 For the Board of Education
32 of the School District of the
33 City of Dearborn/HFCC
34

31 For the Dearborn Schools Operating
32 Engineers Association

35
36 
37 R. Douglas Pretty
38 Director of Human Resources
39

35
36 
37 Gregory W. Pelc
38 President, DSOEA
39

40
41 
42 Dr. Sally Barnett
43 Director of Human Resources
44 HFCC
45

46 Date: Jan 15, 1998
47
48

46 Date: 1-15-98
47
48

1
2
3 LETTER OF AGREEMENT #9
4 BETWEEN
5 DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
6 DEARBORN BOARD OF EDUCATION

7
8 Engineer B - HFCC

9 This letter of agreement executed by and between Dearborn Board of Education (hereinafter referred
10 to as the "Board"), and the Dearborn Schools Operating Engineers Association (hereinafter referred
11 to as the DSOEA), whereas the above mentioned parties agree as follows:


12 The Board reserves the right to establish a new Engineer B position at the College with the following
13 provisions:

- 14 1. A four-day, ten-hour work week (Friday, Saturday, Sunday, Monday).
 - 15 2. Overtime, at the rate of time and one-half, shall be paid for hours worked in excess of forty
16 (40) hours in any one week and in excess of ten (10) hours in one day.
 - 17 3. Double time will be paid for work on Thursdays and holidays as set forth below.
 - 18 4. One ten (10) hour day's pay will be paid per Article XXI A. for thirteen (13) holidays as
19 mutually determined by the Board and the DSOEA
 - 20 5. One ten (10) hour day's pay will be paid for the Friday after Thanksgiving per Article XXI B.
 - 21 6. All sick time earned will be earned at the rate of 10 hours sick leave per month actually
22 worked. Days worked shall include days paid for as holidays, vacation days, sick leave, or
23 personal business days. Sick time used will be charged against the employee's sick bank in
24 hours off per Article XXIV.
 - 25 7. The employee is entitled to sixteen (16) hours personal business to be used per Article XXIV
26 A. 2.
 - 27 8. Vacation will be earned at the rate of ten (10) hours per month for less than ten (10) years
28 service with the employer. For ten (10) years or more service with employer, vacation will be
29 earned at the rate of thirteen and one-third (13-1/3) hours per month.
 - 30 9. Use of vacation days by the employee will be charged in hours used. Vacation will be allotted
31 and scheduled per Article XXI.
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For the Board of Education
of the School District of the
City of Dearborn/HFCC

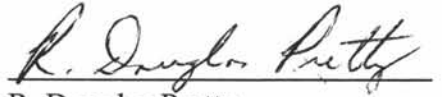
For the Dearborn Schools Operating
Engineers Association



Sally D. Barnett
Director of Human Resources
HFCC



Gregory W. Pelc
President, DSOEA



R. Douglas Pretty
Director of Human Resources
P-12

Date: Jan - 15, 1998

Date: 1-15-98

1 LETTER OF AGREEMENT #10
2 BETWEEN
3 DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
4 DEARBORN BOARD OF EDUCATION

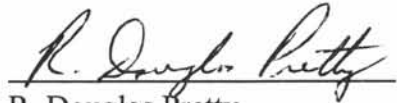
5
6 Multi-Building Unit
7
8

9 This letter of agreement executed by and between the Dearborn Board of Education (hereinafter
10 referred to as the "Board"), and the Dearborn Schools Operating Engineers Association (hereinafter
11 referred to as the DSOEA), whereas the above mentioned parties agree as follows:
12

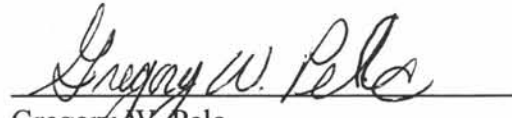
13 That Iris Becker Elementary will be combined with the School to Work Academy Building to form a
14 Multi-Building Unit (Iris Becker/School to Work Academy) for the duration of the lease at the
15 School to Work Academy building. As such, this Multi-Building unit will be classified as a C for
16 staffing purposes per Article XIII A. Of the DSOEA/DBE labor agreement.
17
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19
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21

22 For the Board of Education
23 of the School District of the
24 City of Dearborn/HFCC
25

22 For the Dearborn Schools Operating
23 Engineers Association
24

26
27 

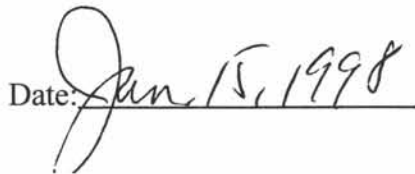
28 R. Douglas Pretty
29 Director of Human Resources
30 P-12
31
32

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27 

28 Gregory W. Pelc
29 President, DSOEA
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34 

35 Dr. Sally Barnett
36 Director of Human Resources
37 HFCC
38
39

40
41 Date: 

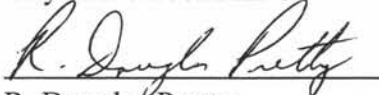
40
41 Date: 

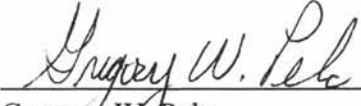
1 LETTER OF AGREEMENT #11
2 BETWEEN
3 DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
4 DEARBORN BOARD OF EDUCATION
5

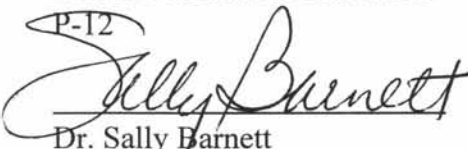
6 Safety Shoes
7

8 This letter of agreement executed by and between the Dearborn Board of Education (hereinafter
9 referred to as the "Board"), and the Dearborn Schools Operating Engineers Association (hereinafter
10 referred to as the DSOEA), whereas the above mentioned parties agree as follows:
11

- 12 1. The Board and the DSOEA recognize the need for safety shoes for engineers and agree that
13 engineers are required to wear safety shoes in accordance with MIOSHA standards.
14
- 15 2. The Board will provide a voucher in the amount of \$80.00 on April 1, 1998, to each engineer
16 for the purchase, repair, and maintenance of safety shoes.
17
- 18 3. The Board will provide a voucher in the amount of \$80.00 to newly hired or promoted engineers
19 for the purchase, repair, and maintenance of safety shoes.
20
- 21 4. Employees will be responsible for any cost above the amount specified in sentences 2 and 3.
22
- 23 5. Each engineer must purchase appropriate footwear from a vendor specified by the Board.
24 Maintenance and repair will be reimbursed not to exceed the difference between the original
25 purchase price and \$80.00. The receipt for the cost of repairs must be presented to the
26 Safety/Security/Regulatory Compliance Specialist in P-12 or the Director of Buildings and
27 Grounds at HFCC
28
- 29 6. This letter of Agreement will expire on August 31, 2000.
30

31 For the Board of Education
32 of the School District of the
33 City of Dearborn/HFCC
34 
35 R. Douglas Pretty
36 Director of Human Resources
37

For the Dearborn Schools Operating
Engineers Association

Gregory W. Pelc
President, DSOEA

38 ^{P-12}
39 
40 Dr. Sally Barnett
41 Director of Human Resources
42 HFCC
43

44
45 Date: Jan. 15, 1998
46
47
48

Date: 1-15-98

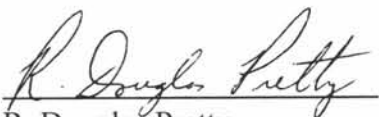
1 LETTER OF AGREEMENT #12
2 BETWEEN
3 DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
4 DEARBORN BOARD OF EDUCATION

5
6 Sick Bank Committee
7

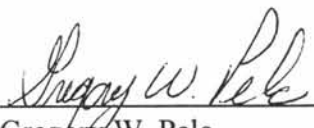
8 This letter of agreement executed by and between the Dearborn Board of Education (hereinafter
9 referred to as the "Board"), and the Dearborn Schools Operating Engineers Association (hereinafter
10 referred to as the DSOEA), whereas the above mentioned parties agree as follows:
11

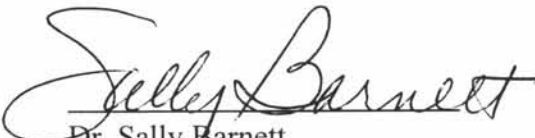
12 The parties agree to establish a sick bank for Association members with details to be agreed upon by
13 February 1, 1998.
14

15
16
17 For the Board of Education
18 of the School District of the
19 City of Dearborn/HFCC

20
21 
22 _____
23 R. Douglas Pretty
24 Director of Human Resources
25 P-12
26

For the Dearborn Schools Operating
Engineers Association

27
28 
29 _____
30 Gregory W. Pelc
31 President, DSOEA
32

33
34 
35 _____
36 Dr. Sally Barnett
Director of Human Resources
HFCC

Date: Jan 15, 1998

Date: 1-15-98

1	DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION	<u>Work</u>	<u>Home</u>
2	President: Gregory Pelc	730-3154	348-2986
3	First Vice-President: Jeffery Burek	271-8124	561-1161
4	Second Vice-President: Thomas Hand	271-8285	561-3739
5	Secretary: Anthony Greco	271-8178	513-6395
6	Treasurer: David Murphy	730-5979	425-8063

7

8 **BLUE CROSS/BLUE SHIELD OF MICHIGAN**

9 600 Lafayette East
10 Detroit, MI 48226
11 (313) 225-8100
12 Medical - Group Number 67799

13

14 **HEALTH ALLIANCE PLAN**

15 2850 W. Grand Boulevard
16 Detroit, MI 48202
17 (313) 872-8100
18 Medical - Group Number 280

19

20 **DELTA DENTAL OF MICHIGAN**

21 P.O. Box 30416
22 Lansing, MI 48909-7916
23 1-800-482-8915 (Group 2338-001)

24

25 **HEALTH MANAGEMENT SYSTEMS**

26 20811 Kelly Road, Suite 100
27 Eastpointe, Michigan 48021
28 1-(800) 847-7240 HOTLINE
29 1-(810) 773-3000 Office
30 Employee Assistance Plan

31

32 **NORTH AMERICAN LIFE INSURANCE**

33 Suite 60, 33505 West 14 Mile Road
34 Farmington Hills, MI 48331
35 (313) 661-0800 (Group 01-016588)
36 (Division 0003)

37

38 **MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM**

39 P.O. Box 30026
40 Lansing, MI 48909
41 (515) 322-6000

42

43 **DEARBORN BOARD OF EDUCATION**

44 18700 Audette
45 Dearborn, MI 48124
46 HOTLINE: (313) 271-8064

47

48 Call in number for sick day: 582-4205 District Operations
49 Call in number for snow day: 277-3244 Plant Operations Manager (Tom Rafferty)

14 **BLUE CARE NETWORK**

25925 Telegraph
Southfield, MI 48086
(313) 354-7450
Medical - Group Number 21282

20 **M-CARE**

3601 Plymouth Road
Ann Arbor, MI 48105-2659
(313) 747-8700 (Group 4056-00)

25 **THE PRUDENTIAL INSURANCE COMPANY**

Long Term Disability
(201) 285-8801

