

7138

6/30/92

A G R E E M E N T

Between

DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

and

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 79, AFL-CIO-CLC**

JULY 1, 1989

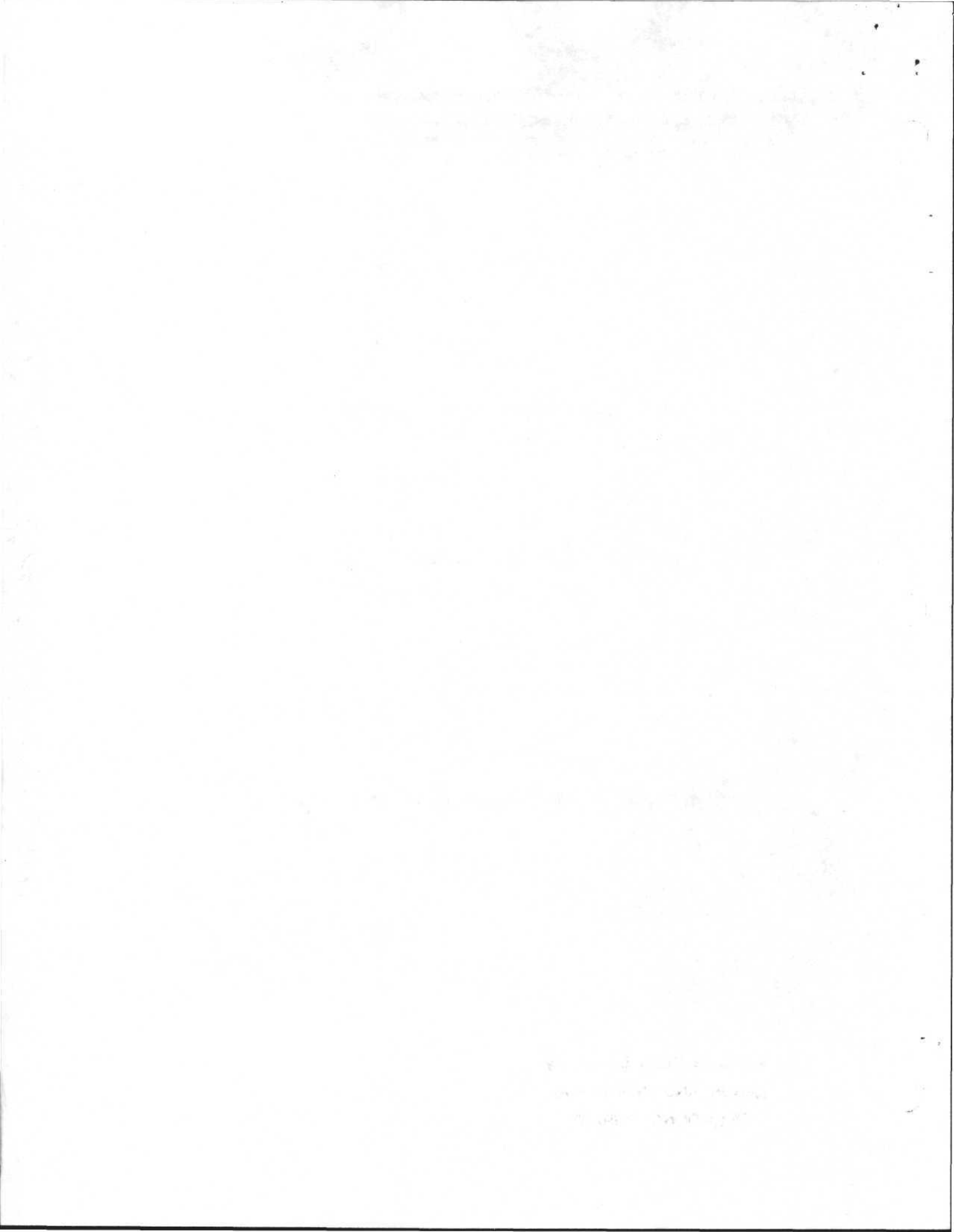
through

JUNE 30, 1992



Dearborn Heights School District

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



AGREEMENT

Between

DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

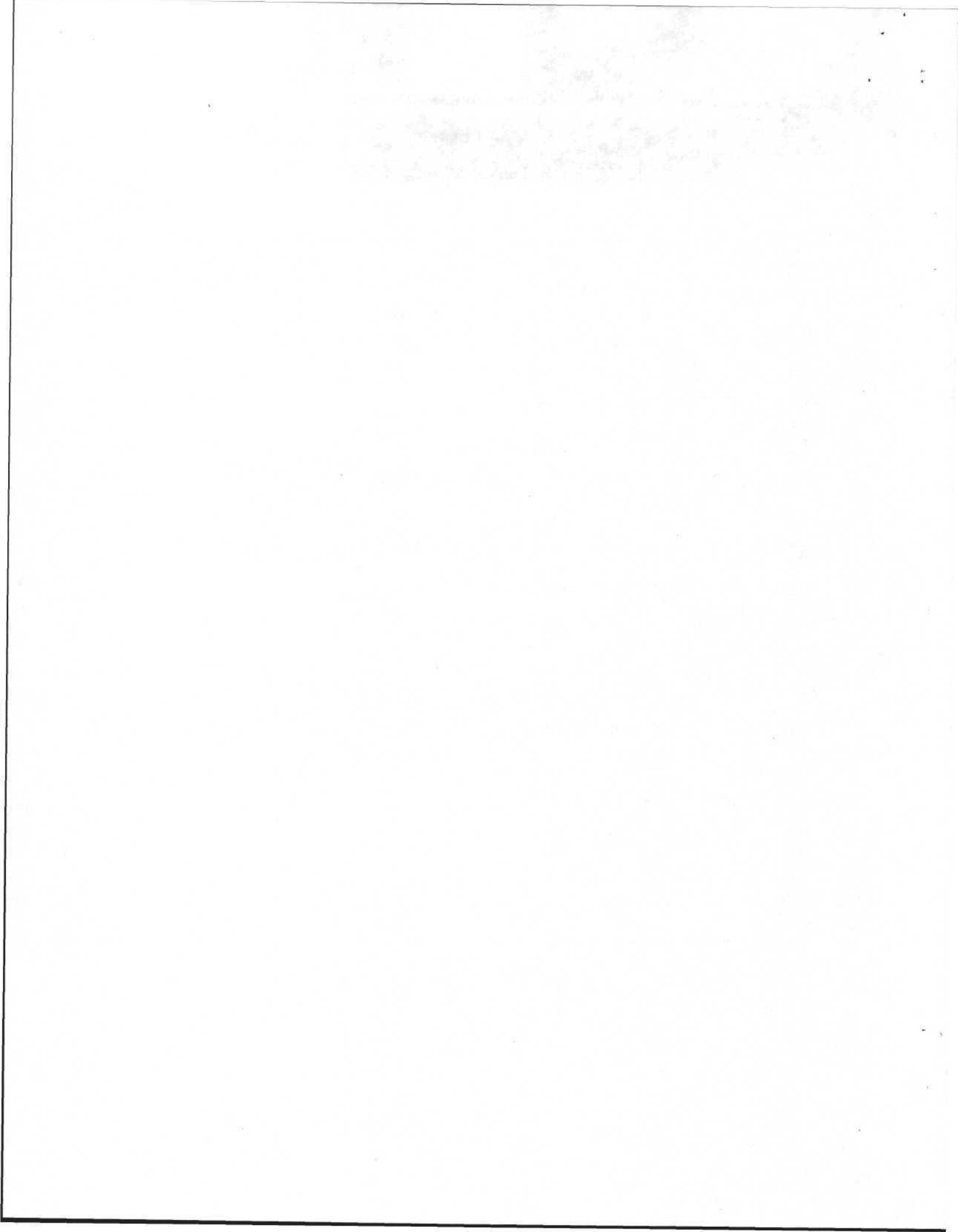
and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 79, AFL-CIO-CLC

TERM: July 1, 1989 through June 30, 1992

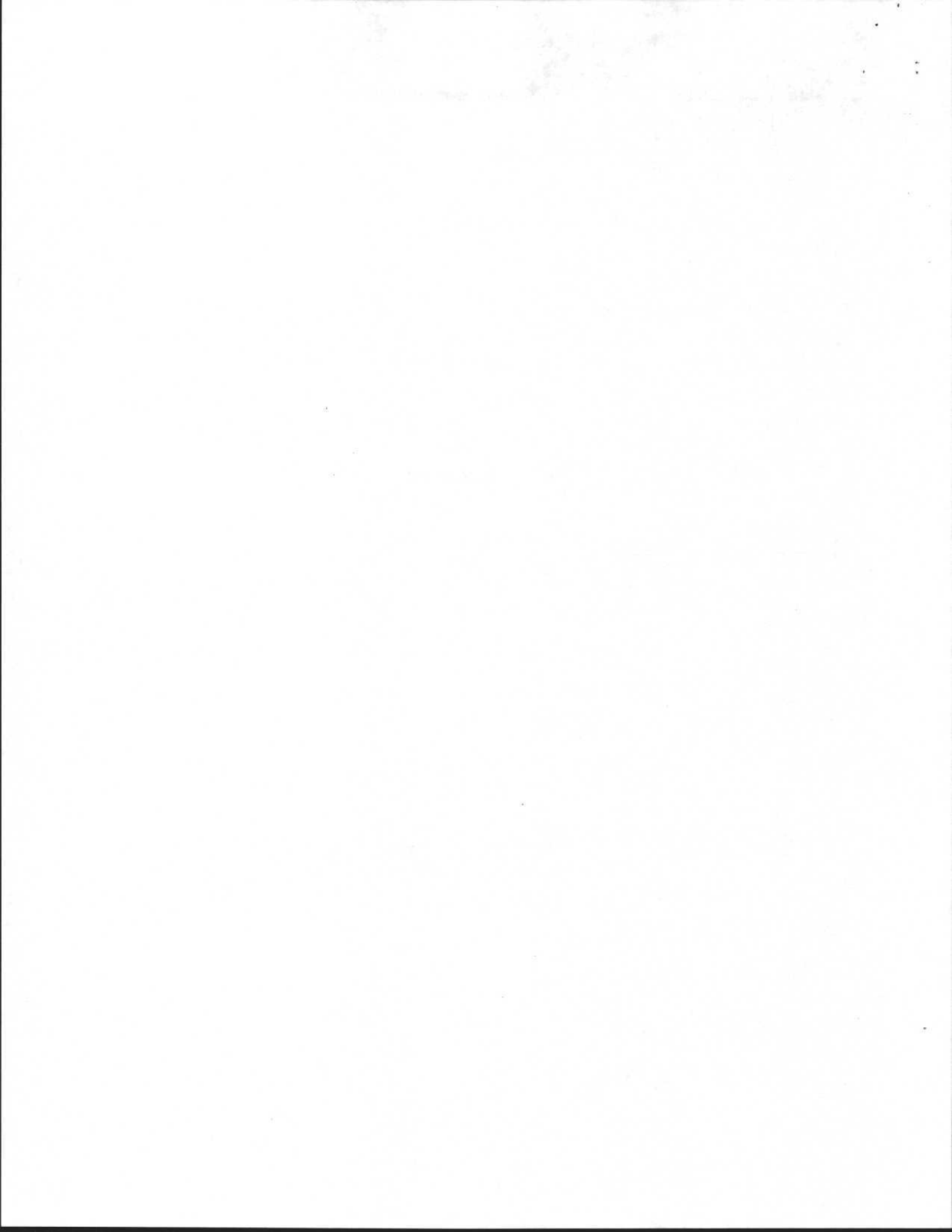
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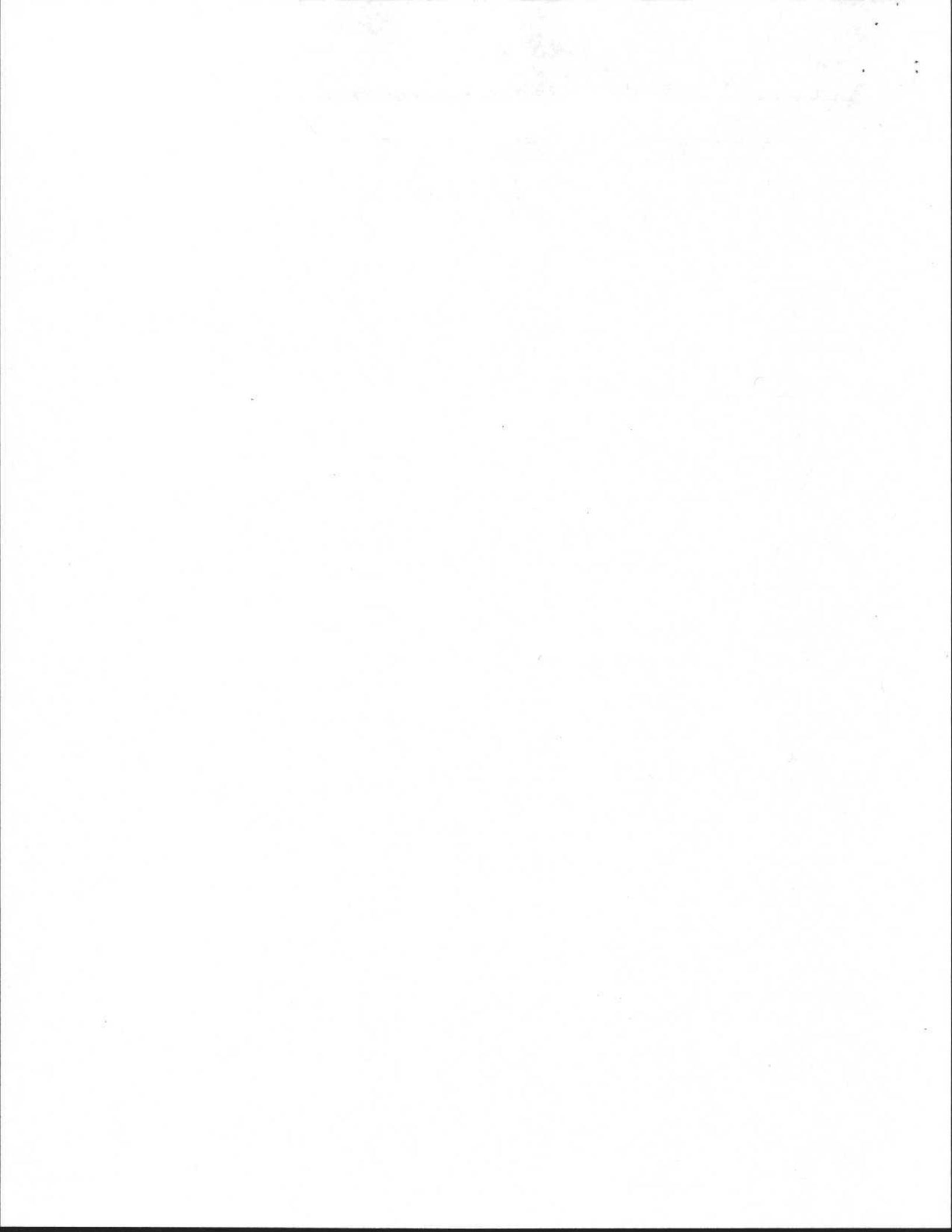


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ARTICLE I
RECOGNITION

Section 1

(a) The Board and its agents hereby recognize the Service Employees International Union, Local 79, AFL-CIO as the exclusive and sole bargaining representatives for the following units, but excluding all other salaried personnel and all supervisors:

- A. Educational Secretaries
- B. Cleaning-Maintenance Custodians
- C. Dietary Employees and Library Aides
- D. Bus Drivers and Bus Aides

(b) The term "employee," when used hereinafter in the Agreement, shall refer to all employees represented by the Union in the bargaining or negotiating units as above defined, for the purpose of collective bargaining in accordance with Act 379 of Public Acts of 1965.

Section 2

The Board and its agents agree not to negotiate with any individual or group other than the bargaining officers of the Union for the duration of the Agreement. The Board and its agents recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.

The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status.

Section 3

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except for activities relating to discharge or discipline of such employees for other than Union activity.

ARTICLE II

BOARD RIGHTS

Section 1

In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Dearborn Heights School District No. 7 consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law.

The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, reasonable rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

Section 2

The matters contained in this Article, except where specifically qualified elsewhere in this Agreement, are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE III
REPRESENTATION

- Section 1 The Union membership shall be represented by a bargaining committee of not more than one (1) member from each of the four units, elected by the Union membership. In addition, there shall be one (1) representative from the AFL-CIO, Local 79. All elected members of the committee must be full-time employees of the school district who have successfully completed their probationary period.
- Section 2 The Union shall present to the Board a list of Stewards elected by the Union membership within ten (10) working days after the election.
- Section 3 The Bargaining Committee will be the official committee of the Union for the purpose of conducting contract negotiations.
- Section 4 The elected Stewards will act for the Union in the settling of grievances, with the assistance of the Union President or Representative.

ARTICLE IV

NEGOTIATIONS AND GRIEVANCE MEETINGS

Section 1

(a) Union members shall be allowed unpaid released time from their assignments during negotiations.

(b) A maximum of four (4) union members shall be allowed up to two (2) hours paid released time from their assignments to attend mediation sessions which have been scheduled by the State Mediator during said union member's regular working hours.

Section 2

An employee(s) will be paid for and not be required to make up time that is lost from their normal work day during a grievance meeting with the administration. All meetings will be scheduled at a mutually agreed upon time and date.

Section 3

Union stewards shall be released from their assignments for two (2) days each year to attend the Union Steward Training Conference, one day to be paid by the Employer.

ARTICLE V

SENIORITY

Section 1

Seniority lists, by sub-units and updated annually, will be maintained for the purpose of permanent layoff during the normal school year (September to June), and for promotion and recall. The seniority lists will be created as specified in Section 3 (a) below.

Section 2

(a) Temporary adjustments in personnel, not to exceed five (5) working days, shall be made by the Employer.

(b) Extended reductions in personnel (more than five [5] working days) will be made as follows:

1. Probationary personnel will be the first employees laid off.

2. If further lay-offs are necessary, they will be made according to the seniority lists, within classification, mentioned in Section 1 of this Article.

3. Personnel will be notified two (2) weeks prior to lay-off except in emergencies, catastrophe or Act of God whereby they will be given twenty-four (24) hours notice.

4. Employees who are laid off during the normal work year and are called in on a day-to-day basis, when the need arises, shall receive the current rate of pay for employees.

Section 3

(a) New employees hired in the unit shall be considered probationary employees for the first sixty (60) working days, at the end of which said employee will be advised as to employment or discharge. The Employer will establish the wage and assignment of probationary employees during their probationary period. Upon satisfactory completion of the probationary period, the employee shall be entered on the seniority list, retroactive to the first day of probationary employment. Probationary periods must be satisfied during the normally assigned work year or while school is in session. Days absent during the probationary period will not be included in the sixty (60) working day period.

(b) New employees' rate of pay upon starting will be \$.75 per hour less than existing and adjusted by \$.25 per hour at 20-day intervals to existing hourly rate.

Section 4

Loss of Seniority

An employee shall lose seniority for the following reasons:

(a) Employee quits;

(b) Employee is discharged for just cause substantiated by fact;

(c) Employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee that he/she has lost seniority and that employment has been terminated.

Section 5

Recall

(a) Employees will be recalled in reverse seniority order as defined in this Article, Section 1.

(b) Laid-off employees will be given priority preference of hiring in accordance with their seniority, classification and qualifications as subject to the following conditions:

1. No other employee in said sub-unit is laid off.

2. The employee being so hired has the ability to do the work.

3. The employee has given prior written notice to the Employer of his/her desire to be so hired. Said written notice shall be made on a form provided by the Employer upon the employee's request.

(c) Employees hired to positions pursuant to Section 5, item (b) herein shall receive those benefits provided to the sub-unit to which they have been hired in accordance to the seniority they had accrued in the sub-unit from which they were laid off.

(d) Notice of recall shall be sent to the employee by certified mail. If an employee fails to report for work within five (5) working days of mailing of notice of recall, he/she shall be considered to have resigned.

(e) Employees permanently laid off are subject to recall only by the following criteria:

<u>Years of Employment</u>	<u>Period Subject to Recall</u>
0-1 Year	One (1) Year
2-5 Years	Five (5) Years
6 Years and Up	Five (5) Years, or one-half (½) length of service, whichever is greater.

(f) Any laid-off employee who refuses an offer of full-time employment will be terminated.

Section 6

For purposes of layoff and recall only, all stewards shall hold top seniority during their term of office. Upon effect of this Agreement, the Union shall notify the Employer in writing, as to the names of stewards entitled to top seniority and will thereafter keep the Employer notified in writing of any changes. No employee shall be eligible to hold the position of steward who has not been in the employ of the Employer for at least six (6) months.

ARTICLE VI

UNION SECURITY AND DUES DEDUCTION

Section 1

The Employer agrees to notify all new employees in classifications covered by this Agreement that the Union is the sole exclusive bargaining representative for their respective classifications. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or on the date upon which this Agreement is signed, whichever is later, shall remain members in good standing and those who are not members on the effective date of this Agreement or the date upon which this Agreement is signed, whichever is later, shall on the sixty-first (61st) day following the effective date of this Agreement or the date upon which this Agreement is signed, whichever is later, become and remain members in good standing in the Union, or they shall pay service fees in accordance with the by-laws of the Union for the duration of the Agreement and any extensions thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or the date upon which this Agreement is signed, whichever is later, shall on the sixty-first (61st) day following the beginning of such employment become and remain members in good standing in the Union or shall pay a service fee as stated above; and in the event an employee covered by this Agreement shall refuse and fail to become a Union member or to pay the service fee, the Employer shall terminate said employee's employment, subject to conditions specified in Section 4 of this Article.

Section 2

(a) The Union will furnish the School District with deduction authorization cards signed in triplicate by the employee involved as or before each employee completes his probationary period. These cards will authorize the Board to make the necessary deductions each month on each employee following completion of his probationary period in accordance with the requirements of the National Labor Relations Act of 1947 and amendments thereto.

(b) A form comparable to the authorization for dues check-off shall be available for signature by employees who elect to have their equivalent service fees deducted, rather than membership dues.

(c) Upon signed authorization of the employee, the Employer agrees to make all authorized deductions on the first pay period of each month and shall pay same to the Secretary-Treasurer of the Service Employees International Union, Local 79, AFL-CIO prior to the end of the month.

(d) The Union will furnish the Employer with a check-off list in alphabetical order in duplicate each month, indicating thereon the amount due for each employee. One copy of this list shall be returned with the stipulated amount to the Union prior to the end of the month.

Section 3

The Union agrees to indemnify and save the Board of Education, including such individual school board members and the administration, harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action by the Board of Education for the purpose of complying with this Article.

Section 4

The Union shall notify the Employer and the employee by certified mail of any employee who is thirty (30) working days in arrears in the payment of membership dues or service fees. In the event the employee fails to pay either membership dues or service fees pursuant to the employee's prior election, said employee shall be discharged by the Employer within thirty (30) working days of said notice. However, no employee will be terminated during the pendency of any appeal relative to the level of service fees.

Section 5

Non-bargaining unit employees will not perform bargaining unit work that would deprive bargaining unit employees of their regularly scheduled work day.

Section 6

There shall be no contracting out or subcontracting of any work presently performed by the bargaining unit employees during the term of this Agreement or any extension thereof, except where the Employer finds that due to circumstances beyond its control, a unit of this total bargaining unit must be eliminated.

Section 7

The Employer hereby agrees to honor contribution deduction authorizations from its employees who are Union members in the following form:

I hereby authorize the District to deduct from my pay the sum of _____ for each hour worked (or from each of my regular paychecks) and to forward that amount to the SEIU COPE PCC. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the SEIU COPE PCC are not conditions of membership in the union or of employment with the Company and that the SEIU COPE PCC will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections.

ARTICLE VII

RESIGNATION AND RETIREMENT

Section 1 Any employee wishing to discontinue his/her service with the Board of Education shall give written notice to the Superintendent of Schools at least fifteen (15) days before termination of service.

Section 2 Employees reaching the age of seventy (70) on or before any fiscal year beginning July 1st shall be retired as of July 1st provided the employee may be rehired on a year-to-year basis thereafter by special approval of the Board of Education. If an employee(s) has been laid off, no retiree(s) shall be rehired until all laid-off employee(s) have been recalled.

Section 3 Early retirement may be required by the Board of Education if in its judgment, in conjunction with Management Rights, Article II, Section 1, an employee due to reasons of health can no longer meet his/her normal working obligations. There shall be a special conference with the Union prior to any compulsory early retirement action by the Board.

ARTICLE VIII

GRIEVANCE PROCEDURE

- Section 1 A grievance is an allegation of violation, misapplication or misinterpretation of this contract.
- Section 2 Grievances of employees or of the Union shall be presented and adjusted in the manner as defined below.
- Section 3 If a grievance arises requiring action of authority higher than that in STEP A, it may be initiated at the appropriate step of the Agreement.
- Section 4 It is expressly understood and agreed that at the building level no employee or group of employees shall initiate the grievance procedure until the alleged grievance is discussed informally with the principal or supervisor, with or without representation of the Union.
- Section 5 If the informal discussion as described in Section 4 is not concluded to the satisfaction of the employee and the Union, the grievance procedure as outlined below shall be followed.
- Section 6 Grievances must be taken up promptly and no grievance will be considered or discussed which is not presented in writing within fifteen (15) working days after such has happened unless circumstances make it impossible for the employee or Union to have knowledge of the act.
- STEP A: The aggrieved employee and Union Steward shall formally present in written form the grievance to his/her principal or supervisor.

STEP B:

Whenever a grievance cannot be resolved at STEP A, or if no decision has been rendered within five (5) working days after presentation of the grievance, the Union may carry the grievance in writing to the Superintendent of Schools, or his duly delegated representative. If the Union has not appealed the grievance to the Superintendent of Schools or his/her duly delegated representative within five (5) working days of the disposition of the grievance by the principal, the grievance will be considered resolved. After receipt of the grievance by the Superintendent of Schools or his/her duly designated representative, a meeting will be called within five (5) working days with the grievant, the Steward and the Union Business Representative for the purpose of resolving the issue.

STEP C:

In the event the aggrieved employee is not satisfied with the disposition of the grievance at STEP B, or if no decision has been rendered within ten (10) working days from date of the meeting with the Superintendent of Schools, the Union may present a written appeal to the Board of Education or a subcommittee thereof within thirty (30) working days of the Step B meeting.

STEP D:

The Board of Education, or a subcommittee of Board members appointed by them, shall hear the appeal and rule on the grievance within thirty (30) working days of written notification and shall communicate its decision in writing, together with supporting reasons, to the Superintendent of Schools and the Union.

STEP E:

1. If the Union is not satisfied with the STEP D disposition of the grievance, the Union shall notify the Employer of its intent to proceed with grievance arbitration.
2. Upon receiving such a notice in writing from the Union, the parties shall attempt to mutually select an arbitrator.
3. If the attempt to mutually select an arbitrator has failed, the Union may submit a Demand for Arbitration to the American Arbitration Association (AAA). An arbitrator shall thereafter be selected in accord with AAA rules which shall likewise govern the arbitration proceeding.

4. Neither the Employer nor the Union shall be permitted to assert in any arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party.

5. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

6. The fees and expenses of the arbitrator shall be shared equally by the Union and Employer.

7. The parties shall be bound by the award of the arbitrator. However, judgment thereon may be entered in any court of competent jurisdiction.

Section 7

There shall be no interruptions of service or operations by the school board or by the Union or any employee while grievances are being resolved.

Section 8

Unless otherwise provided herein, grievances not responded to within the prescribed time limits shall be considered withdrawn without prejudice or precedent.

Section 9

Calendar days shall not be considered when occurring during holidays, weekends or school year break periods.

Section 10

Probationary employees do not have access to the grievance process.

ARTICLE IX

DISMISSALS AND DISCIPLINE

- Section 1 After completion of the probationary period, no employee shall be dismissed without just and sufficient cause.
- Section 2 Employees shall have the right to union representation, if they request it, at all formal meetings relating to disciplinary action. A copy of all written warnings and reprimands shall be given to the stewards.
- Section 3 Reprimands must be served within fifteen (15) working days of the event upon which it is based unless circumstances make it impossible for the Employer to have knowledge of said event.
- Section 4 The progressive discipline process will only consider actions taken within the current twelve (12) month period.
- Section 5 The employee will be given the opportunity to respond to any disciplinary action and to have the response included in his/her personnel file.

ARTICLE X

VACANCIES, PROMOTIONS AND TRANSFERS

Section 1

The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of all employees. The Board agrees to post all vacancies or positions in all units of operation for a period of three (3) working days. In cases of transfer, three (3) working days after expiration of posting, the job will be filled. If the job is taken by current employee, this employee's position will be posted without delay.

Section 2

Vacancies will be filled on the basis of seniority and ability, within a classification.

Section 3

If an employee accepts a position within another bargaining unit of the Employer, for more than the new probationary period, he/she shall retain seniority previously accrued in this bargaining unit. Similarly, if he requests a transfer to a previously held position on a voluntary basis, it will be honored if no employee is laid off. However, if he is transferred on an involuntary basis, he maintains his right to bump into the previously held position.

Section 4

Transfers are limited to no more than two (2) within any contract year.

ARTICLE XI

OVERTIME

- Section 1 Time and one-half (1½) will be paid for all hours worked in excess of eight (8) in any one day and for all hours worked in excess of forty (40) in any one week.
- Section 2 Overtime shall be performed only by employees at the rate of time and one-half for Saturdays. Double time shall be paid for Sundays. Employees called in shall receive no less than two (2) hours pay.
- Section 3 Employees willing to be called for overtime shall notify the Director of Business Services by September 1 of each year of their intent to be included on a chronological overtime list. Employees will be called for overtime on a rotational basis. The Steward will have the opportunity to review the list, without loss of pay, if it becomes necessary to review the list during working hours. Overtime hours will be recorded on an annual basis commencing with September 1st and ending August 31st.
- Section 4 Any employee who refuses overtime four (4) consecutive times will be eliminated from the overtime list for that year, September 1st through August 31st.
- Section 5 **Cleaning/Maintenance Custodian Unit:**
- A. Emergency overtime shall be covered by building personnel and not included in the General Rotation above. An "emergency" is defined as personal and/or family illness arising after the employee reports to work.
- B. In order to be included in the Bingo overtime rotation, custodial/maintenance employees must apply prior to September 1 of each year. This is not part of the overtime rotation as stated in Article IX, Section 3.
- C. Snowplowing overtime shall be offered first to members of the bargaining unit who notify the Director of Business Services by September 1 of each year. In order to be called for overtime, the employee must meet qualifications of the Employer.

ARTICLE XII

OUT OF CLASS PAY

An employee who is assigned temporarily as an acting substitute, and is required to perform the duties or part of the duties of a job classification with an established hourly or salary rate higher than his/her present classification, shall be paid no less than two (2) hours pay at the higher rate.

ARTICLE XIII

NEW CLASSIFICATIONS

New classifications that pertain to the employees shall be discussed with the Union as to the rates of pay, hours and other working conditions.

ARTICLE XIV

UNION MEETINGS

The Union shall have the right to use school facilities on the same basis as other community organizations or groups. The Union may request the use of buildings through proper channels set up by the Board of Education.

ARTICLE XV

CHANGES IN CONTRACT

It is contemplated that terms and conditions of employment provided in the Agreement shall remain in effect until altered by mutual agreement in writing between the parties. It is recognized that matters may, from time to time, arise of vital mutual concern. Therefore, it is necessary that the opportunity be provided for mutual discussions of such matters.

ARTICLE XVI

WORK YEAR

All pay for employees shall begin on July 1st. Retroactivity will be paid from this date to all fifty-two week employees, and as of date of return for less than fifty-two week employees.

ARTICLE XVII

EMPLOYMENT RIGHTS

Section 1 Where there is an apparent or real inequality in assigned work schedules, they shall be adjusted.

Section 2 The Board of Education will strive to provide safe, paved, off-street parking facilities.

ARTICLE XVIII

HEALTH AND SAFETY

The school board shall continue to make reasonable and adequate provisions for the safety and health of its employees at their places of work during the hours of their employment. Employees agree to comply with all safety, health and fire regulations.

ARTICLE XIX

JURY DUTY

If an employee is called to jury duty, the employee shall submit the check for a photostatic copy and the difference between the gross amount of the check, excluding mileage allowance, and the employee's regular gross wage will be paid by the Board of Education. If a check stub is not available, the employee shall submit a statement signed by the court official denoting the amount of money included for mileage expense.

ARTICLE XX

DEATH BENEFITS

In the event of the death of an employee, earned vacation pay and earned sick leave days as described in the "Sick Leave" portion of the contract shall be paid to designated beneficiary on life insurance as provided by the Board of Education.

ARTICLE XXI

DEATH IN FAMILY

Section 1

Employees shall receive a maximum allowance of three (3) days, not to be deducted from their sick leave, to attend the funeral of a member of their family. If additional days are required to attend the funeral, they shall be deducted from the employee's personal sick leave days. The day of the funeral should be the last day for which an employee shall receive payment under this section. Proof of death shall be submitted, if requested, in order to qualify under this article.

Section 2

Family, for purposes of this article, shall be as follows:

Husband	Mother of employee or spouse
Wife	Father of employee or spouse
Children	Sister of employee
Grandchildren	Brother of employee
	Step-father of employee or spouse
	Step-mother of employee or spouse

Section 3

Employees shall receive a maximum of one (1) day to attend the funeral of a sister-in-law, brother-in-law or a grandparent.

ARTICLE XXII

MISCELLANEOUS

Section 1 All employees shall be entitled to participate in the tax-deferred annuities program available through the payroll deduction process.

Section 2 (a) Full-time employees shall be entitled to a fifteen (15) minute lunch period and two (2) fifteen (15) minute breaks during their normal work day.

(b) Employees working four (4) hours, but less than six (6) hours, shall be entitled to a fifteen (15) minute lunch period and one (1) fifteen (15) minute break during their normal work day.

(c) Employees working less than four (4) hours shall be entitled to one (1) fifteen (15) minute break during their normal work day.

Section 3 The Employer shall pay \$5.00 to defer the cost of required tuberculin test.

Section 4 Employees absent in excess of twenty (20) consecutive work days for non-work related reasons will have sick days, vacation days and longevity prorated. Further, sick leave time will be prorated for employees who are new hires or who retire prior to the end of a school year.

ARTICLE XXIII

LEAVES OF ABSENCE

Section 1

General Statement: A leave of absence may be granted by the Superintendent of Schools to an employee having a minimum of one (1) year service, for a period of time not to exceed one (1) year (subject to renewal for one [1] year by the Board of Education). Leaves of absence shall be without pay and accumulative benefits. Seniority shall continue to accrue during this unpaid leave for a period of one year.

In the event of lay-off or extended leave of absence, exclusive of sick leave, arrangements may be made with the Employer to continue medical insurance in force up to an additional one (1) year at the employee's expense.

In cases other than emergency or medical, employees are required to notify the Superintendent at least sixty (60) days prior to requesting a leave of absence. Upon return from leave of absence, employees will be returned to the current rate of pay.

Section 2

Medical Leave: A leave of absence shall be granted upon application for personal illness or a medical leave may be granted for illness in the immediate family upon certification by a physician. Immediate family shall be defined as husband, wife, children and parents residing in the household. Employer reserves the right of verification by a physician of its choice.

Section 3

A leave of absence for military service shall be granted to an employee who shall be inducted or enlist for military duty in any branch of the Armed Forces of the United States. This section is effective for only one (1) term in the Armed Forces per individual.

Section 4

A regularly scheduled employee may be required to take an involuntary unpaid leave when it has become apparent to the Superintendent of Schools that the individual is no longer able, either physically and/or mentally, to discharge the duties of his/her position in a competent manner.

(a) Upon the recommendation of the Superintendent of Schools and approval of the Board, the Superintendent of Schools may require in writing that any employee take a physical or mental examination at the Board's expense. The results may be used for determining involuntary leave and/or termination.

(b) The employee requesting return from involuntary leave may return only upon recommendation of the Superintendent of Schools, a mental or physical re-examination at the Board's expense and approval by the Board of Education.

(c) The examining physician shall be selected jointly by the Board of Education and the Union.

Section 5

Employees shall not use sick leave to extend negotiated holidays unless the illness is confirmed by a doctor's statement.

Section 6

Time off without pay shall be at the discretion of the Employer.

Section 7

Employees must work the day before or the day after a holiday to be eligible for holiday pay.

ARTICLE XXIV

WORKERS' COMPENSATION

Section 1 Workers' Compensation Insurance shall be provided by the Employer for all employees.

Section 2 Unit A only (Educational Secretaries)

(a) Any secretary who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and her regular salary for a maximum period of six (6) months. All Workers' Compensation checks are to be submitted for a photostatic copy.

(b) In the event of illness or accident compensable under Workers' Compensation, fringe benefits will be paid by the Employer for one year.

Section 3 Units B, C and D only (Custodians, Dietary and Bus Drivers/Bus Aides)

(a) An individual's sick leave days shall be used on a pro-rated basis amounting to the difference between Workers' Compensation payments and the employee's regular wage. This shall occur during the employee's regular work year. The first five (5) days lost under Workers' Compensation injury will be deducted from the individual's personal sick leave days in cases where the employee does not satisfy the required seven (7) day period of eligibility with the insurance carrier, unless the employee indicates, in writing, that he/she does not wish to use personal sick leave days prior to the next pay day.

(b) The Board will continue supplying fringe benefit coverage for an employee for a maximum of six (6) months from the effective injury date, except for health and life insurance coverage which shall be applied for a maximum of twelve (12) months.

(c) Seniority will accumulate for a period of twelve (12) months from the above-mentioned date.

Section 4 An employee injured on the job and sent to the hospital shall be paid for the day.

ARTICLE XXV

INSURANCE

A. The Employer will provide each full-time employee with one of the following insurance packages (MESSA-PAK):

1. Plan A For employees needing health insurance
Super Care 2

Delta Dental Plan 80/80/50:\$1,000

Negotiated Life \$20,000 AD&D

Vision VSP - 3

Plan B For employees not needing health insurance

Delta Dental Plan 80/80/50:\$1,000

Negotiated Life \$20,000 AD&D

Vision VSP - 3

2. New employees hired into the bargaining unit will be entitled to apply for hospitalization coverage, medical and dental, after they have completed their sixty (60) day probation period. It shall be the employee's responsibility to fill out the required insurance forms for medical, hospitalization and dental coverage. Insurance coverage becomes effective after the insurance company notifies the employee of his/her acceptance into the plan.

3. Changes in family status shall be reported by the employee to the Personnel Office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

4. The health care protection is to be provided to employee's immediate family and other single eligible dependents as defined by the United States Internal Revenue Service.

5. If required by law or the insurance carrier, employees may be required to submit an affidavit certifying that they are not covered under any other employer-sponsored group health insurance program before health insurance will be implemented by the Board.

6. Employees shall have benefits terminated on the first day of the month following termination of employment.

7. An open enrollment period shall be provided annually.

B. Life Insurance

1. Upon submission of a written application, the Board shall provide, without cost, to all full-time employees term life insurance protection in the amount of \$20,000 that shall be paid to the bargaining unit member's designated beneficiary.

2. Employees who have Board-provided term life insurance, as provided through the health insurance plan, have a 30-day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 30 days of their last day of employment.

C. All full-time bargaining unit employees electing not to avail themselves of any medical, dental, vision or life benefits will receive \$400.00 per year. (Plan A)

All full-time bargaining unit employees electing not to avail themselves of the medical benefit will receive \$350.00 per year. (Plan B)

ARTICLE XXVI

DURATION OF AGREEMENT

The Agreement shall remain in effect as of July 1, 1989 and shall continue in effect until the 30th day of June, 1992.

Signed this 12th day of June, 1990.

FOR THE EMPLOYER:

BOARD OF EDUCATION
DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

By Joyce A. Robbins

By Arthur L. Del Greco

By Murray J. Brewster

By Peter C. Suther Jr.

By Virginia J. Dargatzis

FOR THE UNION:

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 79, AFL-CIO-CLC

By Paul Polcinichis

By May E. Krobok

By _____

By _____

UNION NEGOTIATING COMMITTEE

By Vickie K. Bracken

By N. Marie Gorman

By Ed M. Suggs

By Barbara J. Williams

APPENDIX A - EDUCATIONAL SECRETARIES

I. SICK LEAVE

- A. Any secretary absent from duty on account of personal illness or any other approved reason shall be allowed full pay as follows:
 - 1. Fourteen (14) leave days with pay for less than fifty-two (52) week employees, two (2) of which may be used for personal business.
 - 2. Leave days shall accumulate to a maximum of one hundred twenty (120) days. Any leave days remaining which accumulate over the 120 maximum days will be made payable to the secretary as soon after June 30th as possible. Payment will be made on the basis of thirty dollars (\$30.00) per day, not to exceed fourteen (14) days.
- B. All secretarial employees shall be entitled to leave benefits for illness in the immediate family. The immediate family shall be defined as husband, wife, natural children and adopted children.
- C. When it becomes necessary for a secretary to be absent from work because of illness, they shall notify the Central Office Substitute Clerk by phone (278-1900) by or before 6:30 a.m. in order to qualify for leave pay.

II. VACATION

Vacation schedule for less than 52-week employees:

1 through 5 years	-----	8 days	9 years	-----	13 days
6 years	-----	10 days	10 years	-----	14 days
7 years	-----	11 days	11 years	-----	15 days
8 years	-----	12 days	12 years	-----	16 days

Secretaries working less than 52 weeks shall have the option of taking vacation, if approved, during the school year, or pay in lieu of vacation at the end of the school year.

III. HOLIDAY PAY

- A. Regular full-time employees shall be paid eight (8) hours pay at the straight time daily rate for the following holidays:

Good Friday	Day After Thanksgiving
Memorial Day	December 24, 25 and 26
Fourth of July*	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving	

*Only 52-week employees are eligible for Fourth of July holiday pay.

- B. If any work is performed on the above-named holidays, the employee shall be paid double time the regular rate for hours worked, in addition to the eight (8) hours of gratuity holiday pay.
- C. In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that regular employees must work the regular scheduled work day before or after the holiday, except in cases of illness, or unless the absence is mutually agreed upon.

IV. RESIGNATION AND/OR RETIREMENT

- A. Any secretary who retires or resigns does not forfeit her right to earned vacation time, but loses her seniority rights in the event of re-employment.
- B. Upon resignation or retirement, the Board will pay to the secretary 80% of all unused sick leave days at the 1988-89 rate of pay.
- C. Upon death of secretary, regardless of years of service, 50% of accumulated leave days shall be paid to the beneficiary as provided on the life insurance policy held with the Board of Education.
- D. All sick leave payouts (B. and C. above) will be at the secretaries' 1988-89 rate of pay.

V. LUNCH PERIOD

- A. All secretaries shall work eight (8) hours and fifteen (15) minutes per day. The times are mutually agreeable between the administrator and secretary. All secretaries shall be entitled to a duty-free lunch period of forty-five (45) minutes, and a fifteen (15) minute relief time before lunch and after lunch.

VI. LONGEVITY ALLOWANCE

10 years service	-----	\$300.00
15 years service	-----	\$350.00
20 years service	-----	\$400.00

The longevity allowance shall be payable on or about June 30th, after the secretary's anniversary date. Credit for longevity will be given if the anniversary date is prior to December 31.

APPENDIX B - CLEANING-MAINTENANCE CUSTODIANS

I. NIGHT SHIFT PREMIUM

Employees shall receive an additional ten cents (10¢) per hour when working on the midnight shift.

II. INSURANCE PROTECTION

Managed Sick Leave Program

The Board shall provide to all bargaining unit employees a "Managed Sick Leave Program" with benefits beginning on the 11th sick leave day (provided it is part of a three [3] consecutive day period of disability) at a rate of 70% of contractual salary continuing to the end of the contract year. Benefits shall continue beyond the contract year at a rate of 60% of the employee's regular rate of pay for the period of disability, but never beyond the age of sixty-five (65).

The Board shall provide the above program during the length of this contract and within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.

III. SICK LEAVE

A. Custodial employees, when leaving the employment of the district for purposes of qualified retirement shall be eligible to receive 100% of his/her accumulated sick leave time, not to exceed one hundred and twenty (120) days. In cases other than retirement, the maximum payout will be 60% provided that all benefits under this plan be nullified in cases of discharge for just cause. All sick leave payouts will be at the 1988-89 rate of pay.

B. 1. The Managed Sick Leave Long-Term Disability Insurance Program shall be provided by the Board of Education as described in Appendix B, Item II, Insurance Coverage.

2. Each bargaining unit employee shall be credited with ten (10) sick leave days at the beginning of each contract year (non-accumulative), two (2) days of which may be used for personal reasons.

III. SICK LEAVE (continued)

- B. 3. Sick days which have been accumulated through August 31, 1976 shall be considered "frozen." These days may be used by an employee in instances or periods when the ten (10) days have been exhausted and the insurance eligibility begins (i.e., the 11th and 12th day situation provided that there is no re-insuring benefits available). All bargaining unit employees will receive individual letters stating the exact number of accumulated days which have been frozen.
4. According to the terms of the insurance carrier, the ten (10) days would begin on July 1st of each year for a 12-month period until the expiration of this contract.
- C. If an employee is absent more than five (5) consecutive working days, he/she shall secure a certificate from an M.D., O.D. or Chiropractor that he/she is physically able to return to work. When it becomes necessary for an employee to be absent from work because of illness, notification shall be made to the Central Office Substitute Clerk according to the following schedule, in order to qualify for sick leave pay, except in cases of emergency which can be proven by the employee:
Day Shift: by 6:30 a.m.
Afternoon and Night Shift: by 11:00 a.m.

IV. VACATIONS

- A. The following vacation schedule shall be used for full-time, fifty-two (52) week employees:
- | | | | | | |
|---------|-------|---------|-----------------|-------|---------|
| 1 year | ----- | 10 days | 8 years | ----- | 13 days |
| 2 years | ----- | 10 days | 9 years | ----- | 15 days |
| 3 years | ----- | 10 days | 10 years | ----- | 15 days |
| 4 years | ----- | 10 days | 11 years | ----- | 16 days |
| 5 years | ----- | 10 days | 12 years | ----- | 17 days |
| 6 years | ----- | 11 days | 13 years | ----- | 18 days |
| 7 years | ----- | 12 days | 14 years | ----- | 19 days |
| | | | 15 years & over | --- | 20 days |
- B. Upon completion of 20 years service, one (1) additional day per year will be earned to a maximum of five (5) weeks upon twenty-five (25) years of service.
- C. Vacations may be taken after June 30th of the year in which they are earned and shall be taken when school is out during the summer, Christmas or Easter recess, or as otherwise approved by the Employer. The earning year for vacation purposes is the previous July 1st through June 30th.

IV. VACATIONS (continued)

- D. Employees who work 40 weeks shall, at the end of the school year, receive Three Hundred Dollars (\$300.00) as vacation pay.
- E. Permanent full-time employees; after ten (10) years of continuous employment from date of hire, shall be entitled to a longevity allowance based on years of employment, payable on the June 30th anniversary date according to the following schedule:

<u>Years of Service</u>	<u>Longevity Allowance</u>
10 years-----	\$300.00
15 years-----	\$350.00
20 years-----	\$400.00

Credit for longevity will be given if the anniversary date is prior to December 31.

V. HOLIDAYS

- A. The following days shall be recognized and observed as paid holidays:

New Year's Eve	Day After Thanksgiving
New Year's Day	Christmas Eve
Good Friday	Christmas Day
Memorial Day	Day After Christmas
Thanksgiving Day	Labor Day
	Independence Day

- B. If school is in session on any of the above days, a day in lieu of these days will be given. All regular employees scheduled to work during the pay period in which a holiday falls will be paid for the above holidays when they occur during the normal work week. When one of the holidays falls on the employee's paid vacation period or on a Saturday or Sunday, the employee shall be granted a day off with pay in lieu of the paid holiday.
- C. At the option of the employee, December 27, 28, 29 and 30 may be taken off at no cost to the Employer, if approved.

- VI. Employees who either fail to set the alarm, secure building or because of their negligence cause a false alarm to be sent to the Central Station which results in a call-in of a Plant Engineer, shall be responsible for paying the amount of money to be paid to the Plant Engineer for the call-in.

APPENDIX C - DIETARY EMPLOYEES AND LIBRARY AIDES

I. The term "Dietary Employees," as it appears in the Recognition section of this contract, is considered to encompass employees involved in the preparation and distribution of food, who regularly work 2½ hours or more per day.

II. HOLIDAYS

Employees of this unit are entitled to pay for the following holidays:

Memorial Day
Good Friday
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day

III. SICK LEAVE

SET Disability as in Appendix D for eligible employees only (20 to 30 hour plan)

- A. All employees of this unit are entitled to ten (10) sick days (non-accumulative) per year, prorated on hours worked, two (2) days of which may be used for personal business.
- B. Those employees not eligible for SET will be paid for unused sick days in June of each year, prorated on hours worked.

IV. LONGEVITY

A. Permanent full-time employees after ten (10) years of continuous employment from date of hire shall be entitled to a longevity allowance based on years of employment payable on the last day in June after the anniversary date according to the following schedule:

<u>Years of Service</u>	<u>Longevity Allowance</u>
10 years-----	\$300.00
15 years-----	\$350.00
20 years-----	\$400.00

B. Credit for longevity will be given if the anniversary date is prior to December 31.

C. Part-time dietary employees in the bargaining unit shall have longevity prorated as follows:

740-1109 scheduled hours yearly	66 2/3%
445- 739 scheduled hours yearly	33 1/3%

V. INSURANCE

In order to be eligible for full fringe benefits, employees must work a minimum of six (6) hours per day. As of January 25, 1989, any employee previously working five (5) hours per day or more during the 1988-89 school year shall be grandfathered and be considered as eligible for full fringe benefits.

APPENDIX D - BUS DRIVERS AND/OR BUS AIDES

- I. SET Disability - for eligible employees only - (20 to 30 hour plan) in lieu of sick days as stated below:
- A. Each bargaining unit employee shall be credited with ten (10) sick days at the beginning of each contract year (non-accumulative), three (3) of which may be used for personal reasons.
 - B. Sick days which have been accumulated through June 30, 1976 shall be considered "frozen." These days may be used by an employee in instances of periods when the ten (10) days have been exhausted and the insurance eligibility begins (i.e., the 11th and 12th day situation provided that there is no re-insuring benefits available). All bargaining unit employees will receive individual letters stating the exact number of accumulated days which have been frozen.
 - C. Upon retirement, 80% of all frozen sick leave days will be paid to a bargaining unit employee or beneficiary. Upon resignation, 60% of all frozen sick leave days will be paid. In cases of discharge, sick leave days will not be paid to the bargaining unit employee. Frozen sick days will be paid at the employee's 1988-89 hourly rate.
 - D. The employee's sick day allotment will not be charged for days the employee is paid by Workers' Compensation. Days taken off because of injury that are not paid by Workers' Compensation will be charged to the employee's sick day allotment or the "Managed Sick Leave Insurance Program," whichever is appropriate.
- II. Unpaid Leave of Absence
- A. A leave of absence may be granted by the Superintendent of Schools to an employee having a minimum of one (1) year service, for a period of time not to exceed one (1) year (subject to renewal for one [1] year by the Board of Education). Leaves of absence shall be without pay and accumulative benefits.
 - B. In cases other than medical, employees are required to notify the Superintendent at least sixty (60) days prior to requesting a leave of absence. Upon return from leave of absence, a bus driver will be returned to the current rate of pay.

- III. Allow a driver a minimum of two (2) hours pay when the driver is driving the bus Monday through Friday.
- IV. Allow a minimum of four (4) hours pay when the bus is driven on a Saturday, Sunday, holiday or during Christmas and Easter vacation periods.
- V. Holidays listed below are to be considered as paid holidays at straight time rate, provided the Bus Driver works the day before or the day after the holiday: (Bus Drivers Only)

New Year's Day	Day After Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Labor Day	Day After Christmas
Thanksgiving Day	New Year's Eve Day

Fourth of July (52-week driver only)

Bus Aides shall be entitled to holiday pay for the following six (6) days, prorated at the number of hours actually worked:

Memorial Day
 Good Friday
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day
 New Year's Day

VI. Longevity

Permanent full-time employees after ten (10) years of continuous employment from date of hire shall be entitled to a longevity allowance based on years of employment payable on the last pay in June after anniversary date according to the following schedule:

<u>Years of Service</u>	<u>Longevity Allowance</u>
10 years-----	\$300.00
15 years-----	\$350.00
20 years-----	\$400.00

Part-time employees shall receive longevity prorated based on hours worked.

Credit for longevity will be given if the anniversary date is prior to December 31.

- VII. Drivers will be allowed up to two (2) hours before the beginning of the first semester to review special education students assigned to their bus for the purpose of becoming informed of student medical and physical problems and emergency information about the student.
- VIII. As much as possible, field trips and sports runs will be done on a rotational basis among the drivers according to seniority and the number of hours the driver works. Regular drivers will be given these runs where time allows and when practical. Drivers may refuse extra trips if 24 hours notice of the trip is not given.
- IX. Twenty (20) minutes will be allowed in the morning for checking buses before regular runs. Ten (10) minutes will be allowed at the end of regular runs to complete the necessary forms.
- X. VACATION
- The vacation schedule shall be the same as Appendix A. Vacation pay for Bus Drivers and Aides will be prorated based on number of hours worked (regularly scheduled) to a maximum of eight (8) hours per day.
- XI. SICK DAYS
- Bus Aides shall be entitled to ten (10) sick days based upon number of hours actually worked.
- XII. Temporary reassignment of bus routes may take place when a driver or aide is absent in excess of five (5) work days, by reason of illness or vacation. Reassignments will be made according to seniority in classification and preference.
- XIII. Physical examination, as required by law for the bus drivers and bus aides, will be provided.
- XIV. The Employer will reimburse a bus driver the difference between the cost of a Class "C" drivers license and a regular license.

SALARY SCHEDULE

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Custodian	10.96	11.62	12.32
Bus Driver	10.25	10.87	11.52
Bus Aide	5.95	6.31	6.69
Head Cook	8.01	8.49	9.00
Cook	7.76	8.23	8.72
Cook's Helper	6.72	7.12	7.55
Secretary V	10.82	11.47	12.16
Secretary VI	10.29	10.91	11.56
Library Aide	5.95	6.31	6.69

