

8/31/92

7141

Agreement between The Dearborn Board Of Education

And the Dearborn School Employees Independent Union

Dearborn Public Schools



1989-92

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

DEARBORN PUBLIC SCHOOLS
4824 LOIS AVENUE
DEARBORN, MICHIGAN 48126

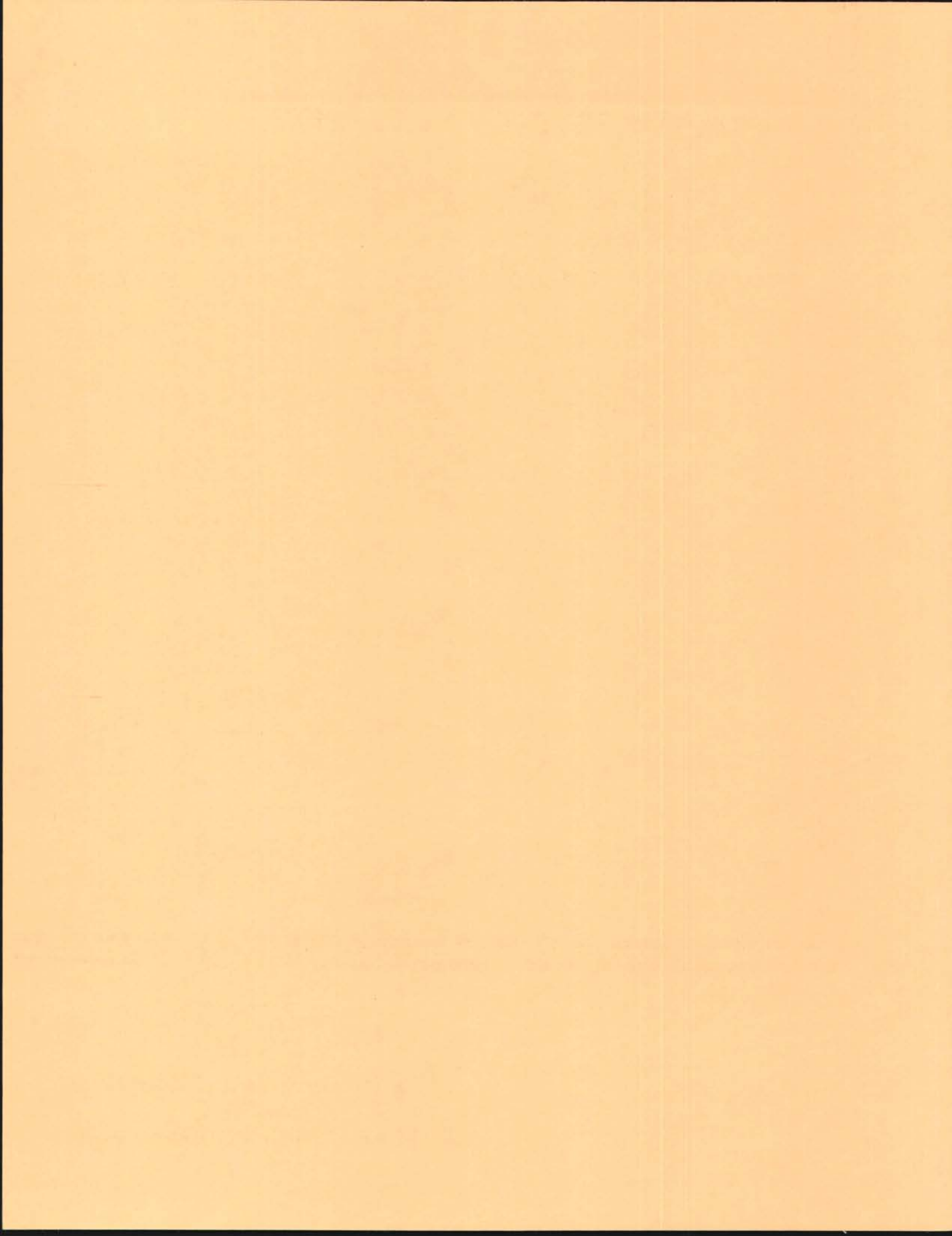
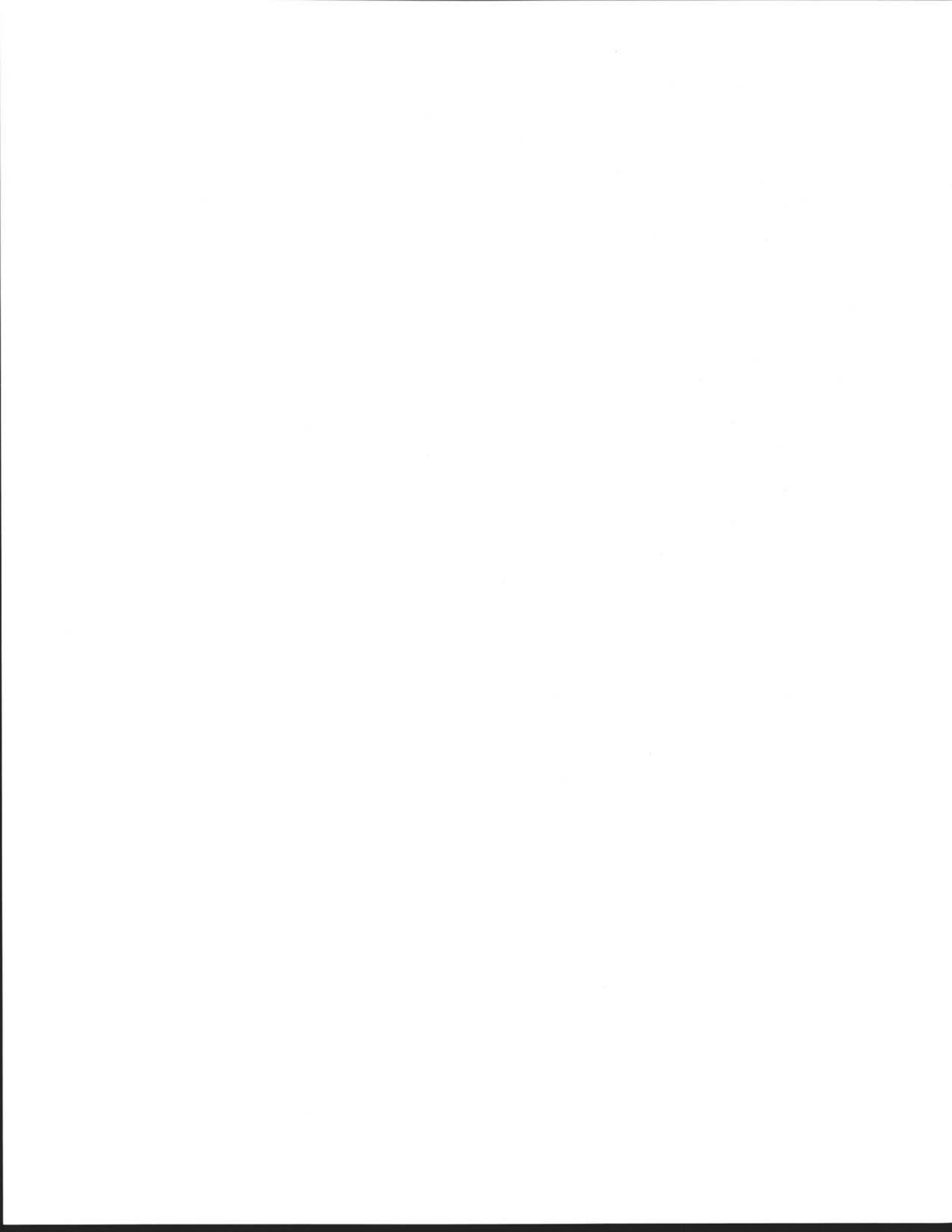


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AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN
AND THE DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION

THIS AGREEMENT is made and entered into on this 4th day of June, 1990, and is effective as of that date, by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN, hereinafter referred to as the Employer, and the DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION, hereinafter referred to as the Union.

PURPOSE AND INTENT

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

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

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

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

ARTICLE I RECOGNITION

1A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, grievance procedure or other conditions of employment, for the term of this Agreement, of all employees of the Employer included in the following bargaining unit.

All full-time and regular part-time maintenance and operation, clerical, transportation, and food service employees, including those listed on Schedule A, hereof, and excluding supervisors, administrators, guards, and a maximum of eleven (11) unclassified secretarial positions.

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

1	Full-time employee is defined as an employee who regularly works or is paid	1
2	for at least 40 hours per week, other than students, substitutes, or temporary	2
3	help.	3
4		4
5	Employees on a 7-day operation who average 40 hours a week or more will be	5
6	considered full-time employees.	6
7		7
8	Regular part-time employee is defined as an employee who works regularly and	8
9	who works less than 40 hours per week, other than students, substitutes, and	9
10	temporary help.	10
11		11
12	A Provisional Employee is any regular full-time or regular part-time employee	12
13	who is assigned either to the same classification at a different location or	13
14	on a different shift or to another classification in the bargaining unit under	14
15	certain defined circumstances, e.g. custodial "C" assigned to grounds, skilled	15
16	trades, etc., for a given amount of time.	16
17		17
18	Relief Personnel are regular full-time or regular part-time employees who have	18
19	qualified for one or more specific job classifications other than their normal	19
20	classification.	20
21		21
22	Employee on Probation - an employee presently in the unit who, as a conse-	22
23	quence of any movement, is required contractually to serve a period of proba-	23
24	tion.	24
25		25
26	Probationary Employee - a new hire or rehire who must complete his/her proba-	26
27	tionary period as outlined in Article VI A 1.	27
28		28
29	A Substitute Employee is a non-regular person who has qualified to work in the	29
30	place of an absent regular full-time or regular part-time employee for a lim-	30
31	ited period of time.	31
32		32
33	A Student Employee is one who attends either high school, college, business,	33
34	or trade school.	34
35		35
36	A Temporary Employee is one who is hired for a definite period of time.	36
37		37
38	Retired Employee - a D.S.E.I.U. member that has retired from the Dearborn	38
39	Board of Education.	39
40		40
41	Students, substitutes, and temporary help shall not be considered full-time	41
42	employees or regular part-time employees, provided however, when temporary	42
43	help fulfills the requirements that a new probationary employee must fill to	43
44	become a regular employee in one position, the position filled by the tempo-	44
45	rary help shall be considered a regular bargaining unit position to be filled	45
46	in accordance with Article VI, Section 6D2. The position must be filled for	46
47	90 out of 120 consecutive working days for the provision to apply.	47
48		48
49	Students, substitutes, and temporary help shall not be assigned to any of the	49
50	skilled classifications A, B, or C unless there are no other employees within	50
51	the bargaining unit who can do work in such classification.	51
52		52
53	1B. The Union agrees to represent all employees in the unit by continuing to	53
54	admit persons to membership without discrimination on the basis of race,	54
55	creed, color, national origin, sex, or marital status, and to represent	55
56	equally all unit employees. The Board agrees to continue its policy of	56

1 not discriminating against any employee on the basis of race, creed, 1
2 color, national origin, marital status, sex, or organization affiliation. 2
3

4 The Union and the Board recognize the existence of the principles of 4
5 Affirmative Action; however, the Union and/or the Board reserve the right 5
6 to challenge any proposed state or federal Affirmative Action program 6
7 which in their opinion violates the applicable legislation, the collec- 7
8 tive bargaining agreement and/or valid practices and policies of the 8
9 Union or the Board. 9

- 10
11 1C. For the purposes of this contract, the Superintendent shall mean Presi- 10
12 dent, HFCC whenever a regular employee regularly assigned to HFCC is 11
13 involved. 12
14

15 ARTICLE II - UNION SECURITY 15
16

17 To the extent that the laws of the State of Michigan permit, it is agreed 17
18 that: 18
19

- 20 2A. Employees covered by this Agreement shall be required as a condition of 20
21 employment (I) to remain members of the Union in good standing, (II) to 21
22 pay an amount equivalent to monthly Union dues to the Union as a service 22
23 fee, or (III) to contribute an amount equal to monthly Union dues to be 23
24 deducted from their pay and deposited in the Presidents' Scholarship Fund 24
25 at Henry Ford Community College. 25
26

- 27 2B. Nothing in this paragraph shall prohibit an employee who has elected (I) 27
28 above to at a later date elect (II) or (III) above, or vice versa. How- 28
29 ever, such election may only take place during the period set forth in 29
30 Article 3 A. 30
31

- 32 2C. Employees hired, rehired, reinstated or transferred into the bargaining 32
33 unit after the effective date of this Agreement shall be required as a 33
34 condition of continuing employment to become a member of the Union or to 34
35 pay Union dues or to contribute to the scholarship fund as set forth in 35
36 subparagraph 2 A above within ten (10) days after successful completion 36
37 of probationary employment. 37
38

- 39 2D. An employee who shall tender an initiation fee (if not already a member) 39
40 and the periodic dues uniformly required as a condition of acquiring or 40
41 retaining membership, shall be a member of the Union in good standing for 41
42 the provisions of this Article. 42
43

- 44 2E. Any employee who does not tender either the periodic union dues to the 44
45 Union or contribute an amount equal to monthly union dues to be deducted 45
46 from his/her pay to the scholarship fund shall not be retained in the 46
47 bargaining unit and his/her employment with Employer will be terminated. 47
48 No employee shall be terminated under this Article, however, unless: 48
49

- 50 1. The Union first has notified the employee by letter addressed to the 50
51 last known address concerning such delinquency and warning that 51
52 unless such delinquency is corrected within seven (7) days the 52
53 employee will be reported to the Employer for termination from 53
54 employment as provided herein. 54
55

- 1 2. The Union has furnished the Employer with written proof that the 1
 2 foregoing procedure has been followed but the employee has not com- 2
 3 plied and on this basis the Union has requested that the employee be 3
 4 discharged. 4
 5
 6 3. The employee will be discharged forthwith upon receipt of the notice 6
 7 specified in the above subparagraph 2E2 unless the Employer has proof 7
 8 that the employee has complied with this Article. 8
 9
 10 2F. The Union will protect and save harmless the Employer from any and all 10
 11 claims, demands, suits and other forms of liability by reason of action 11
 12 taken or not taken by the Employer for the purpose of complying with this 12
 13 section of the Agreement. 13
 14

15 ARTICLE III - CHECK OFF 15
 16

- 17 3A. Employees who wish to do so may sign and deliver to the Business Office 17
 18 of Employer an assignment authorizing deduction of membership dues and 18
 19 initiation fees of the Union by the Employer in the form hereinafter set 19
 20 forth; 20
 21

22 Authorization for Check-Off Dues 22
 23

24 TO: THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF 24
 25 DEARBORN 25
 26

27 I hereby assign to the DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION, 27
 28 from any wages earned or to be earned by me as your employee (in my 28
 29 present or in any future employment by you) such sums as the FINAN- 29
 30 CIAL OFFICER of the DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION may 30
 31 certify as due and owing from me as membership dues, including an 31
 32 initiation or reinstatement fee and monthly dues in such sums as may 32
 33 be established from time to time by said Union in accordance with the 33
 34 constitution of said Union. I authorize and direct you to deduct 34
 35 such amounts from my pay and to remit same to the Union at such times 35
 36 and in such manner as may be agreed upon between you and the Union at 36
 37 any time while this authorization is in effect. 37
 38

39 I agree and direct that this assignment, authorization and direction 39
 40 shall be automatically renewed, and shall be irrevocable for succes- 40
 41 sive periods of one (1) year each, unless written notice is given by 41
 42 me to the Employer and the Union, between August 10 and August 31, 42
 43 inclusive, of each successive year 43
 44

45	_____	_____	45
46	Signature of Employee	Address of Employee	46
47	_____	_____	47
48	Type or print name of Employer	City State	48
49	_____	_____	49
50	Date of Signature	Social Security No.	50
51			51

52 The Employer, in its sole discretion, may accept any other form of 52
 53 authorization which is satisfactory to Employer and Union. 53
 54

- 55 3B. The Employer will deduct current membership dues from the pay of 55
 56 employees furnishing such authorization for the first pay period ending 56

1 in the calendar month, with the exception of September, which shall be 1
2 the second pay period. If the employee has no pay coming for such first 2
3 pay period, such dues shall be deducted from pay for the first pay period 3
4 ending the following month. The initial deduction from the pay of an 4
5 employee signing a new authorization shall be from the first pay period 5
6 of the month following the date of authorization, except that no deduc- 6
7 tion shall be made from the first pay received by new employees. 7
8

9 3C. All sums deducted shall be remitted to the treasurer of the Union no 9
10 later than the Tuesday after the first pay of the month, with the excep- 10
11 tion of September, which shall be the second pay period, in which such 11
12 deductions are made, the same to be by them allocated and distributed in 12
13 accordance with the constitution, laws and regulations of the Union. 13
14

15 3D. In cases where a deduction is made which duplicates a payment already 15
16 made to the Union by an employee, or where a deduction is not in confor- 16
17 mity with the provisions of the Union constitution and by-laws, refunds 17
18 to the employee will be made by the Union. 18
19

20 3E. Each remittance shall be accompanied by a statement giving a list, in 20
21 duplicate, of the employees for whom remittances were or were not made 21
22 and a specification of why deductions were made or not made. 22
23

24 3F. The Union will protect and save harmless the Employer from any and all 24
25 claims, demands, suits and other forms of liability by reason of action 25
26 taken or not taken by the Employer for the purpose of complying with this 26
27 Article of this Agreement. 27
28

29 Article IV - GRIEVANCE PROCEDURE 29

30
31 4A. A grievance is a complaint by an employee in the bargaining unit and/or 31
32 the Union concerning any alleged violation of this Agreement. 32
33

34 The employee will first discuss the grievance with his/her supervisor on 34
35 an informal basis. The employee may be accompanied by the Union repre- 35
36 sentative. 36
37

38 4B. If the matter is not resolved, all grievances will be handled in the 38
39 following manner: 39
40

41 Step 1 - Within fifteen (15) working days of the occurrence or within 41
42 fifteen working days after a reasonable and prudent person should have 42
43 discovered the facts on which the grievance is based, the employee will 43
44 file a written grievance on the grievance form with his/her supervisor, 44
45 with copies to the Union and the Personnel Department. The supervisor 45
46 will give written reply to the employee filing the grievance within ten 46
47 (10) working days with copies to the Union and the Personnel Department. 47
48

49 Step 2 - Within fifteen (15) working days after delivery of the supervi- 49
50 sor's decision, the grievance may be appealed to the grievance committee. 50
51 The appeal shall be in writing and shall set forth specifically the act 51
52 or condition and the grounds on which the grievance is based. Within 52
53 fifteen (15) working days after delivery of the appeal, the committee, 53
54 consisting of two members designated by the DSEIU and two members desig- 54
55 nated by the Administration, shall investigate the grievance. As part of 55
56 this investigation, the committee shall give the person or persons who 56

1 presented the grievance at Step 1 a formal hearing in order to ascertain 1
2 facts regarding the grievance. Within fifteen (15) working days after 2
3 the hearing the committee will forward its decision and/or recommenda- 3
4 tions in writing, together with reasons, to the Union and the Personnel 4
5 Department. 5
6

7 Step 3 - Within fifteen (15) working days after delivery of the grievance 7
8 committee's decision, the grievance may be appealed to the Superinten- 8
9 dent. The appeal shall be in writing and shall set forth specifically 9
10 the act or condition and the grounds on which the grievance is based. 10
11 Within fifteen (15) working days after delivery of the appeal, the Super- 11
12 intendent or Superintendent's representative shall investigate the griev- 12
13 ance. As part of this investigation, the Superintendent or 13
14 Superintendent's representative shall give the person or persons who 14
15 presented the grievance at Step 2 a hearing in the presence of the Union 15
16 representative. Within fifteen (15) working days after the hearing, the 16
17 Superintendent or the Superintendent's representative shall communicate 17
18 the decision in writing, together with reasons, to the aggrieved employee 18
19 and to the Union. 19
20

21 Step 4 - Within fifteen (15) working days after delivery of the Superin- 21
22 tendent's decision, either party may request the services of the State 22
23 Mediator's Office. Should such a request be made, the parties will uti- 23
24 lize the services of a State Mediator as designated by the Michigan 24
25 Employment Relations Commission to facilitate the resolution of the 25
26 grievance. Neither party may be represented by legal counsel at this 26
27 step of the grievance procedure. Should a resolution not be reached, 27
28 then the parties may proceed to arbitration. 28
29

30 Step 5 - If the Union is dissatisfied with the recommendation of the 30
31 mediator, the Union may refer the matter to arbitration by delivering 31
32 written notice of its desire to arbitrate to the Superintendent of 32
33 Schools and the American Arbitration Association within ten (10) working 33
34 days after the Union's receipt of the decision of the Superintendent. 34
35 The arbitrator shall be selected from the rolls of the American Arbitra- 35
36 tion Association and the arbitration shall be conducted under the rules 36
37 of the American Arbitration Association. The fees and expenses of the 37
38 arbitrator shall be shared equally by the Board of Education and the 38
39 Union. The arbitrator shall confine the decision to the sole question of 39
40 whether or not there has been a violation of this Agreement and, if 40
41 he/she finds a violation, the appropriate relief. 41
42

43 The arbitrator's award shall be final and binding on the Board and the 43
44 Union and any employees involved unless the Board of Education, by vote 44
45 of at least two-thirds (2/3) of its members taken within twenty (20) 45
46 working days after receipt of the arbitrator's decision, shall elect to 46
47 treat the award as advisory rather than final or binding. In such event 47
48 the award shall not be final and binding but shall be advisory only. 48
49

50 4C. If, in the judgment of the Union, a grievance affects a group or class of 50
51 employees, the Union may submit such grievance in writing directly at 51
52 Step 1. The grievance must be presented within fifteen (15) working days 52
53 of the occurrence of the facts on which the grievance is based. 53
54

55 4D. Failure at any step of the grievance procedure to communicate the deci- 55
56 sion on a grievance within the specified time limits shall permit lodging 56
57 an appeal at the next step of the procedure within the same time which 57
58 would have been allotted had the decision been given; provided, however, 58

1 that if the decision is not made and communicated to the employee and the 1
2 Union; for this purpose any notice postmarked within the time limits and 2
3 mailed to the employee and the Union at its last known address shall be 3
4 within the time limits; further, in connection with a union grievance, no 4
5 employee need be notified. 5
6

7 4E. 1. Failure to commence to process the grievance within the time limits 7
8 set forth above shall bar the grievance. 8
9

10 2. Failure to appeal a decision to the next step within the time limits 10
11 set forth above shall constitute acceptance of the last written decision 11
12 and shall bar future action on that particular grievance. 12
13

14 4F. Any individual employee may present a grievance and have the grievance 14
15 adjusted without intervention of the Union if the adjustment is not 15
16 inconsistent with the terms of this Agreement, providing the Union has 16
17 been given an opportunity to be present at such adjustment at all steps. 17
18

19 4G. A Union representative may be present at all steps of the grievance pro- 19
20 cedure. In the event a Union representative is not present or does not 20
21 consent to the resolution of the grievance, any settlement shall not be 21
22 used by either party in any other grievance or arbitration proceeding. 22
23

24 4H. Any agreement reached through the grievance procedure will be implemented 24
25 promptly. 25
26

27 4I. The time limits referred to in 4E 1 and 2, above, and in 4B, may be 27
28 waived by the mutual consent of the Union and the Administration. 28
29

30 ARTICLE V - GRIEVANCE PROCEDURE IN DISCHARGE CASES 30 31

32 5A. Where an employee is discharged or suspended, the employee and the Union 32
33 shall be promptly notified thereof in writing by the Employer. 33
34

35 5B. If the employee or the Union wishes to file a grievance in connection 35
36 with such discharge or suspension, they may use the grievance procedure 36
37 set forth in Article IV hereof, with the following exceptions: 37
38

39 1. The grievance shall be submitted in writing to the Superintendent 39
40 directly and the processing of such grievance shall be commenced at Step 40
41 3. 41
42

43 2. The grievance must be presented within fifteen (15) days of the date 43
44 on which the employee was discharged, or fifteen (15) days after notifi- 44
45 cation has been sent to the Union, whichever date is later. 45
46

47 5C. In discharge or suspension cases only, appeal of the decision to Step 4 47
48 of the Grievance Procedure may be made by the employee and/or the Union 48
49 to the American Arbitration Association, provided such appeal is made 49
50 within thirty (30) days after delivery of the decision at Step 3. The 50
51 arbitrator shall be selected and the arbitration shall be conducted, 51
52 under the rules of the American Arbitration Association. The fees and 52
53 expenses of the arbitrator and of the American Arbitration Association 53
54 shall be shared equally by the Employer and the Union or by the Employer 54
55 and the employee if the employee is not represented by the Union. The 55
56 decision of the arbitrator shall be final and binding upon the employee 56
57 involved and upon the parties to this Agreement and judgment thereon may 57
58 be entered in any court having jurisdiction. The arbitrator shall 58

1 confine his/her opinion to the sole question of whether the discharge or 1
2 suspension was for just cause under this agreement. 2

3
4 5D. Any employee who is reinstated after discharge or suspension which has 3
5 been adjudged to have been unjust or improper, will be returned to work 4
6 on his/her regular job without loss of seniority rights and with full 5
7 back pay less deduction of other earnings for the period in question from 6
8 employment pursued in place of employment with Employer, unless Employer 7
9 and Union agree otherwise or arbitrator decides otherwise. 8

10
11 5E. Nothing in the foregoing shall be construed to empower the arbitrator to 10
12 make any decision amending, changing, subtracting from, or adding to the 11
13 provisions of this agreement. 12
14 13
15 14

16 ARTICLE VI - SENIORITY 16

17
18 6A. Probationary Employees: 18
19 19

20 1. New employees hired in the unit shall be considered as probationary 20
21 employees for the first ninety (90) working days of their employment. 21
22 The ninety (90) working day probationary period shall be accumulated 22
23 within not more than one (1) year from the first day worked. When an 23
24 employee finishes the probationary period, he/she shall be entered on 24
25 the seniority list of the unit and shall rank from the day ninety 25
26 (90) working days prior to the day he/she completed the probationary 26
27 period. There shall be no seniority among probationary employees. 27
28 Days of absenteeism shall not be counted towards the fulfillment of 28
29 the ninety (90) working day requirement. Any employee who has trans- 29
30 ferred to or been promoted to a new position while on probation must 30
31 complete at least thirty (30) working days in the new position before 31
32 he/she can satisfactorily complete a probationary period under this 32
33 provision. 33
34 34

35 2. The Union shall represent probationary employees for the purposes of 35
36 collective bargaining in respect to rates of pay, wages, hours of 36
37 employment or other conditions of employment as set forth in Article I 37
38 of this Agreement. The Employer shall have the right to discharge and 38
39 discipline probationary employees and the action is not subject to 39
40 appeal or grievance. 40
41 41

42 3. Proof of testing required of any position will be given upon request 42
43 to each individual employee. A Proof of Testing Form (indicating name 43
44 of employee, tests passed, and classification for which employee has 44
45 qualified will be forwarded upon request within 30 days of testing to 45
46 the employee. 46
47 47

48 6B. General provisions: 48
49 49

50 1. Seniority shall be by classification, which classifications are set 50
51 forth in Schedule A. 51
52 52

53 2. a. Separate seniority lists will be kept for regular full-time 53
54 employees and regular part-time employees except for Food Service 54
55 and Instructional Aides. 55
56 56

57 b. Temporary employees and substitute employees shall become 57
58 entitled to the benefits under this contract when such temporary 58

1 employees or substitute employees become regular employees or 1
2 regular part-time employees. Further, the seniority date of said 2
3 employees shall start from the date that said employees become 3
4 full-time or regular part-time employees. 4
5

- 6 c. When ranking non-instructional employees in seniority order, if 6
7 two or more employees have the same classification seniority 7
8 date, they shall be ranked by their unit seniority dates. If two 8
9 or more employees remain tied, they shall be ranked by the last 9
10 four digits of their respective social security numbers, the one 10
11 with the higher number being given higher seniority rank. 11
12

13 For example: 13
14

	<u>Classification</u>	<u>Unit Seniority</u>	<u>Social Security</u>
	<u>Seniority Date</u>	<u>Date</u>	<u>Number</u>
15	Employee 1	9-1-59	8-1-50
16	Employee 2	9-1-59	8-2-50
17	Employee 3	9-1-59	10-1-55 333-33-9999
18	Employee 4	9-1-59	10-1-55 555-55-9998

19 For those members of the DSEIU unit who joined the unit as a 23
20 consequence of the annexation of the Fairlane District, the tie 24
21 breaker in unit seniority will be the length of service in the 25
22 Fairlane District before annexation. If two or more remain 26
23 tied, the social security number tie breaker will apply. 27
28

- 29 3. Any employee promoted to a higher paying classification shall have 29
30 his/her seniority, wages, and fringe benefits commence one (1) day after 30
31 the Board meeting of appointment, unless the vacancy has yet to occur, 31
32 and he/she shall retain and accumulate all seniority in the classifica- 32
33 tion which he/she previously held. 33
34

35 Every effort will be made, respectful of proper procedures, to expedite 35
36 the selection and appointment process, and the name of the proposed 36
37 appointee shall be forwarded to the Board at the earliest possible time. 37
38

- 39 4. If an employee moves from a full-time position to a part-time position, 39
40 or vice versa, the employee does not lose the previously held seniority 40
41 and will continue to accumulate seniority in the former status as service 41
42 accrues in the new status. 42
43

44 For purpose of seniority on the other list, the employee will begin to 44
45 accumulate seniority on the other list as of the date of such new employ- 45
46 ment. 46
47

48 An employee who carries seniority on only one (1) list may not exercise 48
49 such seniority against any employee on the other list. An employee who 49
50 carries seniority on more than one (1) list may exercise such seniority 50
51 on any list against any other employee with seniority on the same list. 51
52

- 53 5. An employee who is absent on approved leave except for Child Care Leave 53
54 and Governmental Service Leave shall accumulate seniority in his classi- 54
55 fication. 55
56

- 57 6. An employee not working, but receiving workers' compensation benefits for 57
58 any reason because of his/her work for Employer, shall accumulate 58

1	seniority for the period the employee cannot work and is receiving such	1
2	workers' compensation benefits and shall receive any salary increases and	2
3	increments.	3
4		4
5	7. An employee's seniority shall not be interrupted as a result of layoffs,	5
6	injury or illness. Any employee demoted to a lower paying classifica-	6
7	tion, on the same seniority list, shall not retain classification senior-	7
8	ity in a higher paying classification, but such higher classification	8
9	seniority shall be transferred to the lower classification, unless demo-	9
10	tion was the result of a bumping process.	10
11		11
12	However, the employee's seniority shall be terminated for any of the	12
13	following reasons, unless the Employer and the Union, by agreement in	13
14	writing, determine otherwise:	14
15		15
16	a. He or she voluntarily quits or resigns.	16
17		17
18	b. He or she is discharged for cause and the discharge is not reversed	18
19	through the grievance procedure.	19
20		20
21	c. He or she has been on layoff for a period of two consecutive years,	21
22	or the time equivalent of his/her seniority at the date of layoff,	22
23	whichever be greater.	23
24		24
25	8. An employee moved into a job outside the bargaining unit will have	25
26	his/her seniority and reinstatement rights frozen as to the time of move-	26
27	ment outside the bargaining unit.	27
28		28
29	9. An employee who works on a temporary assignment in a higher classifica-	29
30	tion shall not accumulate seniority in that classification.	30
31		31
32	10. The Employer shall, within sixty (60) days after the signing of this	32
33	Agreement, furnish the Union and post on its bulletin board the seniority	33
34	schedule containing the name, date of employment, Social Security number	34
35	and classification of each employee. Revised schedules shall be fur-	35
36	nished the Union by the Employer on its bulletin boards every six (6)	36
37	months during the term of this Agreement.	37
38		38
39	Any errors perceived in such posted schedules which are called to the	39
40	attention of the administration will be corrected promptly whenever error	40
41	is conceded. In order to facilitate the proper administration of this	41
42	Agreement, the Union shall be furnished, upon request, information con-	42
43	cerning employment date, classification, and rate of pay of any employee	43
44	to whom this Agreement is applicable.	44
45		45
46	6C. Layoff and Recall	46
47		47
48	1. When a reduction in force becomes necessary, the employer shall	48
49	determine the classification(s) to be reduced, the number of employ-	49
50	ees in those classifications to be reduced, and where the reductions	50
51	in force should best occur.	51
52		52
53	2. Probationary employees and/or employees in apprenticeships within the	53
54	classifications shall be the first to be laid off.	54
55		55
56	3. The least senior employee in any classification affected in each	56
57	office/department/school shall be the next one(s) to be displaced;	57
58	provided the employees remaining in the classification(s) have the	58

1 qualifications to perform the necessary work of the 1
2 classification(s). 2
3 3

- 4 4. Such identified displaced persons shall be declared surplus, and any 4
5 employee thus affected who has sufficient seniority to be retained in 5
6 the classification may exercise his/her seniority to bump the junior 6
7 person in that classification on the same shift, provided he/she has 7
8 the qualifications to do the work, at any one of the following: 8
9 9

10 Duvall	McDonald	Lowrey	10
11 Henry Ford	Nowlin	Maples	11
12 William Ford	Oakman	Salina	12
13 Haigh	River Oaks	Smith	13
14 Howard	Snow	Stout	14
15 Howe	Whitmore-Bolles	Woodworth	15
16 Lindbergh	Miller/Alt. Ed.	Dearborn High	16
17 Long	Bryant	Edsel Ford High	17
		Fordson High	18

19
20 Administration/Data Processing HFCC West 20
21 Service Building HFCC East (includes Searle- 21
22 Ten Eyck Miller HFCC) 22
23 HFCC Dearborn Heights(Fairlane) 23
24 24

- 25 5. Should this be impossible, he/she may bump the junior person at any 25
26 of the above: 26
27 27
28 a. in the same classification on another shift, or 28
29 29
30 b. in a lower classification on the same shift as previously 30
31 held, or 31
32 32
33 c. if there is no junior employee on the same shift, then the 33
34 employee may bump the junior employee on another shift. 34
35 35

36 In each instance, the employee must have the seniority and qualifica- 36
37 tions to do so. 37
38 38

- 39 6. Any employee thus bumped in this process may use his/her seniority to 39
40 bump in the same fashion, insofar as his/her seniority and qualifica- 40
41 tions permit. 41
42 42

- 43 7. It is mutually understood that, in respect to the application of VI C 43
44 the practice will be continued that when, within a major classifica- 44
45 tion, there exist classifications of equal rank for both of which 45
46 qualifications are closely similar or the same, bumping will be per- 46
47 mitted as though they were one classification, respectful of total 47
48 seniority in either or both classifications. 48
49 49

50 It is further understood that the individual, in order to bump into a 50
51 specific position, must be qualified to perform the duties required 51
52 for that position. 52
53 53

- 54 8. For purposes of bumping, a leader shall be considered to be a member 54
55 of the classification in which he/she regularly works (i.e. the clas- 55
56 sification that determines the employee's basic rate of pay). 56
57 57

- 1 9. When an increase in force is necessary, employees shall be recalled 1
2 in reverse order of layoff, before any new employees are hired. 2
3 3
4 10. When an employee is laid off, he/she shall be given the opportunity 4
5 to indicate in writing, to Personnel, with a copy to the Union, by 5
6 form or letter, his/her interest in any job within the bargaining 6
7 unit for which he/she is qualified. Such a written submission shall 7
8 be regarded as a bid if a bid situation occurs. 8
9 9
10 11. In case of layoff, management will give at least two weeks' notice to 10
11 employees affected and to the Union, unless the events that make the 11
12 layoff necessary are of such a nature as to render inoperative the 12
13 functioning of the school system or some part thereof and thus pre- 13
14 clude such advance notice. 14
15 15
16 12. Any employee whose position is unilaterally altered by the adminis- 16
17 tration which results in the employee working a lesser number of 17
18 months and/or days per week shall have the right to either: (1) 18
19 retain the position or (2) bump the junior employee within the same 19
20 classification who works the same number of months and/or days as the 20
21 affected employee previously worked, or if there is no junior employ- 21
22 ee within the same classification who works the same number of months 22
23 and/or days, he/she may, (3) bump the junior person within a previ- 23
24 ously held classification who works the same number of months and/or 24
25 days as the affected employee previously worked. 25
26 26
27 1. Any employees who have been affected as a result of an employee 27
28 exercising his or her rights under VI C 12 shall have the right 28
29 to either (1) select the position which has been altered in the 29
30 same classification or (2) bump the junior employee whose posi- 30
31 tion has the same number of months and/or days per week in a 31
32 lower previously held classification. 32
33 33
34 2. In the event more than one employee's position within a classifi- 34
35 cation is unilaterally altered by the administration resulting in 35
36 a lesser number of months and/or days the right of selection 36
37 hereinabove set forth shall be exercised in rank order of senior- 37
38 ity. 38
39 39
40 6D. Classifications, transfer, promotion, demotion, bids: 40
41 41
42 1. Definitions 42
43 43
44 a. A classification is any one of the positions listed in 44
45 Schedule A. 45
46 46
47 b. A major classification is a group of one or more related classi- 47
48 fications as set forth in Schedule A. 48
49 49
50 c. A transfer is a movement of an employee between locations, 50
51 shifts or classifications. 51
52 52
53 d. A promotion is a movement to a higher paying classification. 53
54 54
55 e. A demotion is a movement to a lower paying classification. 55
56 56
57 f. A bid classification is a classification wherein vacancies cannot 57
58 be filled prior to a posted notice, providing employees have 58

1	first been given an opportunity to fill such vacancies by priorities 1 through 5 through use of the transfer procedure.	1
2		2
3		3
4	g. A non-bid classification is a classification which is not a bid classification and vacancies therein can be filled without prior posting, and through use of a transfer list. Non-bid classifications are identified in Schedule A (see Note 2).	4
5		5
6		6
7		7
8		8
9	2. Transfer	9
10		10
11	a. Any employee desiring a transfer to or in a non-bid classification will communicate this desire by forwarding a transfer request to the Personnel Office. A maximum of eight (8) locations may be designated as choices on the transfer request. Such request will be discarded by the Personnel Office on September 1. Requests dated in August will be deemed to be dated September 2. Any employee shall, after three (3) proposals of transfer offered, have his/her transfer request voided for the remainder of the year.	11
12		12
13		13
14		14
15		15
16		16
17		17
18		18
19		19
20		20
21	b. Vacancies in bid classifications which will be attempted to be filled by posting will be posted for a period of five (5) days and such posting will include classification title and a brief description of job duties. Only those employees who submit a bid form during the five (5) day period will be considered for the job and will be permitted to file a grievance against the final selection. Bid forms will not be accepted from employees who are eligible to fill such vacancies through the provisions of 6D1f, unless a new classification is established, or a classification is established at a location where it did not previously exist.	21
22		22
23		23
24		24
25		25
26		26
27		27
28		28
29		29
30		30
31		31
32	c. Employees may exercise transfer rights one (1) time each school year (September 1 through August 31) with the exception of those promoted or involuntarily transferred during the given year.	32
33		33
34		34
35		35
36	d. Transfer procedure deadlines are established as follows:	36
37		37
38	(1) The earlier of the following dates will be the deadline for refusing a bid or non-bid transfer: (a) the date transferee is to report to his/her new position; (b) the date of the transfer notice (flowsheet) which is sent to all parties concerned including the employees affected.	38
39		39
40		40
41		41
42		42
43		43
44	(2) The earlier of the following dates will be the deadline for submitting a transfer request for a given bid or non-bid vacancy:	44
45		45
46		46
47		47
48	(a) the date the position is vacated;	48
49		49
50	(b) the date of the notice (flowsheet) which indicates that the vacancy will occur due to a movement such as resignation, transfer, etc.	50
51		51
52		52
53		53
54	(3) The deadline for submitting bids on a bid vacancy which will be attempted to be filled by posting will be the deadline reflected on the posted bulletin in accordance with 2b above.	54
55		55
56		56
57		57

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e. Any regularly employed employee who is promoted to a different classification will be required to satisfactorily complete a probationary period of sixty (60) working days to start from the date of such transfer. The sixty (60) working day period may be extended for any absences during that period by the amount of said absences. Promotions within a major classification will, however, require only a thirty (30) working day period. When such an employee does not satisfactorily complete the probationary period, he/she reverts back to his/her previous classification and position on the salary schedule, but the employee shall have no guarantee to go back to his/her last assignment, but rather shall bump the junior employee in the previous classification held, provided he/she has the seniority to do so.

f. When new jobs are created or a vacancy occurs in any classification under the Agreement, first consideration shall be given to the employee with the highest priority or, if priorities are the same, to the employee with the most seniority, who has the ability to do the job.

Employer can consider people who are not employees only when there are no bids or transfer requests within the unit or the bids and transfer requests have been exhausted without finding an acceptable applicant.

Employees shall be on probation as indicated in "e" above, and during the probationary period Employer may determine whether the employee can do the job, which determination shall be final and not subject to grievance procedure. Employees who fail a probationary period shall be required to wait at least twelve (12) months before being allowed to transfer or promote to a different classification.

All journeymen and licensees in a classification shall be considered better qualified in that classification than persons who are not journeymen and not licensees unless they are working in that classification.

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

- (1) Return of bumped employee to shift, location, and classification from which he/she was bumped, provided:
 - (a) Such vacancy occurs within two (2) years of time he/she was originally bumped;
 - (b) He/she has not had a voluntary promotion or transfer;
- (2) Any other non-promotion within classification;
- (3) Return from leave or layoff in the same classification;
- (4) Voluntary demotion within same major classification or return from leave or layoff to lower classification within major classification;

1	(5) Lateral movement within major classification;	1
2		2
3	(6) Promotion within major classification or return from leave	3
4	or layoff within same major classification, each according	4
5	to rank of classification;	5
6		6
7	(7) Demotion from any other major classification or return from	7
8	leave or layoff to any lower classification from any other	8
9	major classification;	9
10		10
11	(8) Lateral movement either from outside major classification or	11
12	from leave or layoff from other major classification;	12
13		13
14	(9) Promotion from outside major classification or from leave or	14
15	layoff outside major classification;	15
16		16
17	(10) Probationary Employee. A probationary employee is defined	17
18	as a person who has not completed his/her initial probation-	18
19	ary period pursuant to the provision of Article VI A 1. A	19
20	probationary employee, however, can only transfer during	20
21	his/her probation to change the number of hours worked per	21
22	day or months per year or to promote.	22
23		23
24	(11) New Hire.	24
25		25
26	If persons applying for the vacancy have the same qualifications	26
27	and priority and are within priorities (1), (2), (3), seniority	27
28	within the classification shall govern. If no persons applying	28
29	for the vacancy are in priorities (1), (2), (3), unit seniority	29
30	shall govern, assuming qualifications are equal.	30
31		31
32	Unsuccessful applicants with a higher priority than, or with the	32
33	same priority as and more seniority than the person selected will	33
34	be given specific reasons in writing why he/she was not selected,	34
35	and only these persons may file grievances. If the person with	35
36	the highest priority or with the same priority and more seniority	36
37	is selected, no grievance may be filed by any employee or the	37
38	Union. The Union will be furnished a copy of all transfer	38
39	requests and bid requests by the employee and the Union will be	39
40	furnished with a copy of bid lists for a given vacancy by the	40
41	Personnel Office. Employer shall advise the Union of its selec-	41
42	tion for a given vacancy and solicit any comments the Union may	42
43	have in connection therewith.	43
44		44
45	g. When secretarial vacancies are filled, whether promotional or	45
46	otherwise, they shall be filled by the Employer on the basis of	46
47	seniority, priority and ability. It is recognized that every	47
48	assignment within a given secretarial classification does not	48
49	require the same specific set of abilities. Consequently, it is	49
50	recognized that any applicant for transfer should be capable of	50
51	demonstrating the abilities required for the specific position	51
52	sought.	52
53		53
54	h. When vacancies occur in the major classification Bus Driver,	54
55	preference will be given in a manner which recognizes length of	55
56	service as a current Relief Bus Driver or a present employee that	56
57	was a former Regular Bus Driver, provided said former Regular Bus	57
58	Driver had submitted to Personnel a letter of intent indicating	58

1 the desire to return to the classification Bus Driver prior to 1
2 any vacancy. The date an employee is (or was) determined to be 2
3 qualified as a Relief Bus Driver will be recorded and used as a 3
4 seniority date for ranking of applicants for Bus Driver vacancies 4
5 from the Relief List. If a person's name is taken off the Relief 5
6 List (by written request of employee or by written notification 6
7 by supervisor for just cause), this date will be adjusted to 7
8 reflect the time off the list. Return to the Relief List will be 8
9 by written application to the Personnel Office and subject to 9
10 review of the reason for leaving the list. Only those currently 10
11 on the Relief Bus Driver List can exercise such Relief List 11
12 seniority. Unit seniority will be used to break such ties as may 12
13 occur. Part-time Bus Drivers may qualify for the Relief Bus 13
14 Driver List in the same manner as other employees. 14
15

16 When vacancies occur in the major classification Grounds, prefer- 16
17 ence will be given in a manner which recognizes length of service 17
18 as a current Relief Grounds person or a present employee that was 18
19 a former Regular Grounds person, provided the former Regular 19
20 Grounds person had submitted to Personnel a letter of intent 20
21 indicating the desire to return to the classification Grounds, 21
22 prior to any vacancy. The date an employee is (or was) deter- 22
23 mined to be qualified as a Relief Grounds Person will be recorded 23
24 and used as a seniority date for ranking of applicants for 24
25 Grounds vacancies from the Relief Grounds List. If a person's 25
26 name is taken off the Relief List (by written request of employee 26
27 or by notification of supervisor for just cause), this date will 27
28 be adjusted to reflect the time off the list. Return to the list 28
29 will be by written application to the Personnel Office and sub- 29
30 ject to review of reason for leaving list. Only those currently 30
31 on the Relief Grounds List can exercise such Relief List Seniori- 31
32 ty. Unit seniority will be used to break such ties as may occur. 32
33

- 34 i. Employees who are designated as Relief Managers shall be given 34
35 preference over other Food Service Assistants, Cooks, Bakers, 35
36 Grill Cooks, and new hires for all Food Service Manager vacan- 36
37 cies. 37
38

39 The date on which an employee is (or was) appointed as a Relief 39
40 Manager will be recorded and used as a seniority date for ranking 40
41 of applicants for Food Service Manager vacancies. If a person's 41
42 name is taken off the relief list (by written request of employee 42
43 or by written notification by supervisor for just cause), this 43
44 date will be adjusted to reflect the time off the list. Return 44
45 to the list will be by written application to the Personnel 45
46 Office and subject to review of reason for leaving list. Only 46
47 those currently on the Relief Manager List can exercise such 47
48 Relief List seniority. Unit seniority will be used to break such 48
49 ties as may occur. 49
50

- 51 j. When vacancies occur in the classification of Stock Clerk Checker 51
52 preference will be given in a manner which recognizes length of 52
53 service as a current Relief Stock Clerk Checker, the date an 53
54 employee is (or was) determined to be qualified as a Relief Stock 54
55 Clerk Checker will be recorded and used as a seniority date for 55
56 all applicants for Stock Clerk Checker vacancies from the Relief 56
57 Stock Clerk Checker list. 57

1		1
2	k. Priority for promotion to vacant Building Operations Specialist positions shall be as follows:	2
3		3
4	(1) Relief Building Operations Specialists in order of their placement on the current relief list for that classification. Individuals placed on the relief list on the same date shall be listed in order of their unit seniority.	4
5		5
6		6
7		7
8		8
9	(2) Building Operations Specialist trainees with appropriate license. Individuals placed on the trainee list on the same date shall be listed in order of their unit seniority.	9
10		10
11		11
12		12
13	(3) Custodial "C" employees with appropriate license who have not failed the BOS training program.	13
14		14
15		15
16	1. All appointments to entry level positions as Engineer shall:	16
17		17
18	(1) give priority consideration to building operations specialists.	18
19		19
20		20
21	(2) be based on standard criteria which include consideration of seniority as a building operations specialist, the extent and nature of relief experiences in engineer position, and such other criteria as may be relevant.	21
22		22
23		23
24		24
25		25
26	Such criteria as are referred to above shall be formulated and published by a joint committee of DSEIU, administrative and supervisory personnel. Such criteria shall be periodically reviewed, based upon experience, by the same type of committee.	26
27		27
28		28
29		29
30		30
31	The final recommendation of a prospective Engineer shall be a responsibility of the Personnel Department, through the Superintendent, subject to the Union's right to grieve.	31
32		32
33		33
34		34
35	6E. Demotion from supervision or unclassified position:	35
36		36
37	Notwithstanding any other provisions of this Agreement to the contrary, the following provisions shall apply in respect to the involuntary demotion by Employer, because of layoffs or otherwise, of supervisory or unclassified persons back into the bargaining unit:	37
38		38
39		39
40		40
41		41
42	1. This provision shall only apply to supervisors or unclassified people not represented by another labor organization. Persons represented by another labor organization shall have no right to return to this bargaining unit except as provided for in 6E4.	42
43		43
44		44
45		45
46		46
47	2. Persons involuntarily returned to the bargaining unit from supervisory or unclassified positions shall bump the least senior person in the classification last held by the returning person prior to leaving the unit; provided the returning person has more seniority in that classification than the person being bumped. If the returning person does not have sufficient classification seniority to bump any person in that category, the returning person may bump the least senior person in any other classification, provided the returning person has more classification seniority than the person to be bumped and provided further that the returning person is qualified to do the work. Seniority in any higher classification shall be counted in determining classification seniority.	47
48		48
49		49
50		50
51		51
52		52
53		53
54		54
55		55
56		56
57		57
58		58

1 3. The person bumped may bump the junior person in any lower classifica- 1
2 tion on the same shift, or, if that cannot be done, on another shift, 2
3 provided he/she has more classification seniority and is qualified to 3
4 do the work. Seniority in any higher classification shall be counted 4
5 in determining classification seniority. This process shall continue 5
6 until the person bumped does not have sufficient classification 6
7 seniority to bump anyone in any lower classification in which he/she 7
8 is qualified to do the work. 8
9 9

10 4. Any individual who promotes from a position or job within the unit to 10
11 a job within the jurisdiction of another bargaining unit, shall have 11
12 a period of six months to return to his/her former classification 12
13 within the Union without loss of seniority. 13
14 14

15 In the event that the employee returns to this bargaining unit within 15
16 the six month period, he/she shall return to his/her former classifi- 16
17 cation, and replace the junior employee in said classification. 17
18 18

19 Article VII - NEW CLASSIFICATIONS AND RECLASSIFICATION 19
20 20

21 7A. The Employer and the Union will mutually agree on a pay rate for any new 21
22 classification within the bargaining unit. In the event the parties are 22
23 unable to agree as to rate of pay for the new classification and/or 23
24 whether it is within the bargaining unit, such dispute shall be submitted 24
25 to the grievance procedure contained in this Agreement. The rate estab- 25
26 lished shall be retroactive to the start of the operation. 26
27 27

28 7B. As to reclassification requests, these shall be acted upon by a reclassi- 28
29 fication committee which shall include a chairperson from the Personnel 29
30 Department and other members appointed by the Employer. The DSEIU will 30
31 designate an observer who shall attend the reclassification committee 31
32 meetings. 32
33 33

34 1. The committee shall meet monthly or as required and act on all 34
35 requests for reclassification filed with the chairperson of the com- 35
36 mittee. 36
37 37

38 2. Reclassification is concerned solely with investigation, reviewing 38
39 and determining that an employee is, in fact, performing the duties 39
40 of one classification and being paid the rate of another classifica- 40
41 tion. When an incorrect classification of an employee is determined 41
42 to exist, the reclassification committee recommends necessary correc- 42
43 tion to the Personnel Office. 43
44 44

45 3. The decision of the Employer representatives is not subject to the 45
46 grievance procedure and the only appeal therefrom is as set forth in 46
47 subparagraph 9 hereof. When the Employer members act upon a request, 47
48 the Union members will not be present. 48
49 49

50 4. The chairperson of the committee will furnish the Union with a copy 50
51 of: 51
52 52

53 a. Application for reclassification; 53
54 54

55 b. Agenda two (2) days prior to the meeting; 55
56 56

57 c. Committee minutes within two (2) weeks after the committee 57
58 meeting. 58

- 1 5. An employee, the Union on behalf of an employee, a supervisor, or an 1
2 administrator, may initiate a request for classification change. 2
3 3
4 If the employee or the Union initiates the request, the employee or 4
5 the union shall submit the request with appropriate explanation to 5
6 the immediate supervisor. The supervisor will forward requests to 6
7 the chairperson of the committee through proper channels with his/her 7
8 recommendation regardless of whether or not the supervisor concurs. 8
9 9
10 6. Application must be filed with the chairperson of the committee five 10
11 (5) days prior to the meetings. 11
12 12
13 7. Any member of the committee, if necessary, may request the employee 13
14 and/or supervisor to furnish additional information or appear before 14
15 the committee. The employee shall be represented by the Union 15
16 observer. 16
17 17
18 8. The employee shall be notified of the committee's decision in writing 18
19 within two (2) weeks after the decision is made. 19
20 20
21 9. The employee and/or the Union may appeal the ruling of the committee 21
22 within one (1) week following notification. An appeal must be sub- 22
23 mitted to the Associate Superintendent for Administrative Services, 23
24 in writing. The Associate Superintendent for Administrative Services 24
25 or his designee shall hold an appeal hearing within two (2) weeks of 25
26 the appeal request. The employee and the Union representative shall 26
27 be present. 27
28 28
29 10. Changes in classification shall be submitted for approval to the 29
30 Board of Education. 30
31 31
32 11. Any position which is reclassified upwards and has been held by the 32
33 current occupant for less than six (6) full months prior to the 33
34 reclassification, will be re-bid. 34
35 35

36 ARTICLE VIII - WORK ASSIGNMENTS 36
37 37

- 38 8A. The normal work week will be regarded as Monday through Friday for all 38
39 classifications other than those engaged in 7-day operations. The work 39
40 day for regular full-time employees shall be considered as 8 hours of 40
41 work per day, the hours of work, including the starting time and the 41
42 quitting time, to be reported in the Building Personnel Report. The work 42
43 day for regular part-time employees will be considered those hours 43
44 reported in the Building Personnel Report. (The work week for regular 44
45 part-time employees shall be considered less than 40 hours per week 45
46 and/or less than 8 hours per day.) 46
47 47

48 A copy of the Building Personnel Report as standardly compiled for the 48
49 Personnel Office will be posted in each building and the Personnel Office 49
50 will provide the Union with a complete copy of the accumulated Building 50
51 Personnel Report. 51
52 52

53 Any questions and/or problems that may arise regarding such reports and 53
54 their implementation will be directed to the meetings referred to in 54
55 Article X C and/or the Administration. 55
56 56

57 The Employer shall determine needs for employees in any classification 57
58 during the summer months beyond those employees normally working during 58
59 such summer months. 59

1	Summer work, if available, will be offered to ten and eleven month	1
2	employees on an as-needed basis. Employees will be offered an opportunity	2
3	to sign up on one of six lists based on employee's interest and qualifi-	3
4	cations. The lists will be as follows:	4
5		5
6	1. Transportation	6
7	2. Grounds	7
8	3. Custodial	8
9	4. Secretarial	9
10	5. Instructional Aide	10
11	6. Building Operations Specialists	11
12		12
13	Employees who are on relief lists will have priority in summer work	13
14	assignments.	14
15		15
16	Employees will be ranked and called in seniority order, recognizing that	16
17	jobs are offered for indefinite periods of time. An employee shall not	17
18	be able to refuse more than two assignments before being dropped from the	18
19	list for the summer. An employee shall be granted one paid sick day in	19
20	the summer. After the second day of absence, the employee may, at the	20
21	discretion of the administrator, be dropped from the program.	21
22		22
23	Ten and eleven month employees who work during the summer will not be	23
24	entitled to either paid or unpaid vacation.	24
25		25
26	All ten and eleven month employees who work in their own classification	26
27	during the summer recess shall receive their regular hourly rate of pay.	27
28	An employee working in a lower classification during the summer recess	28
29	shall receive his/her regular rate or the maximum rate for the lower	29
30	classification, whichever is less.	30
31		31
32	Any other employee will be paid according to the provision of 8C.	32
33		33
34	8B. Employer realizes that employees desire to work only within their classi-	34
35	fications. The Union realizes that in order to have flexibility in the	35
36	system and to get work done it is necessary at times that employees work	36
37	outside of their classifications. Employer agrees to work employees	37
38	within their classification when practicable. However, Employer shall	38
39	have the right to make work assignments either within or without the	39
40	classification. The Employer agrees not to assign persons in the skilled	40
41	classifications A, B or C to Building Operational classifications within	41
42	or outside the unit, without their consent, and unless no appropriate	42
43	relief personnel are available as defined in this Agreement. The Employ-	43
44	er further agrees that no employee in the skilled classification A, B or	44
45	C shall be assigned work in another classification for more than eight	45
46	(8) hours in any work week without the employee's consent. In addition,	46
47	the Union agrees that the skilled classification employees A, B or C will	47
48	cross classifications to accomplish a given task within their classifica-	48
49	tion and that the skilled classification A, B or C employees will contin-	49
50	ue to cooperate with each other for the benefit of the school system.	50
51		51
52	8C. Employees assigned temporarily to a higher classification and not covered	52
53	in such assignment by other provisions of this contract shall be paid	53
54	fifteen (15¢) more per hour or the minimum rate for the higher classifi-	54
55	cation, whichever is higher, provided the maximum rate of the higher	55
56	classification is not exceeded, in which event the employee shall receive	56
57	the maximum rate of the higher classification.	57

1	8D.	The Union will not object to supervisors continuing to perform labor of	1
2		the type they now perform; provided, however, that supervisors shall not	2
3		perform manual labor on Saturdays unless at least one bargaining unit	3
4		employee in the classification involved shall also be working on said	4
5		Saturday. It is understood that the primary function of a supervisor is	5
6		to supervise and that the performance of manual labor is a secondary	6
7		consideration. This is especially significant where more than one crew	7
8		under supervision is at work in a given trade or trades. In an emergency	8
9		situation, however, the joint efforts of all employees involved in the	9
10		situation is essential to the speedy and effective resolution of the	10
11		emergency.	11
12			12
13	8E.	Temporary help may perform maintenance and operation, clerical, transpor-	13
14		tation and cafeteria work providing no employee within the bargaining	14
15		unit who has the necessary skills and abilities to perform said job is on	15
16		layoff.	16
17			17
18		The Union will not object to the continuance of present patterns of	18
19		employment of students provided that in no instance will students so	19
20		engaged be transferred or assigned so as to result in a reduction of work	20
21		force of bargaining unit members, or as a replacement for staff reduc-	21
22		tions effected through layoff or attrition.	22
23			23
24	8F.	It is recognized that all disputes on work assignments should be resolved	24
25		at the building or department level wherever possible.	25
26			26
27	8G.	Upon request by a supervisor, on the basis of need and upon approval of	27
28		the Director of Building Services, custodial "A" employees in particular	28
29		buildings may be called in to work in advance of their normal work year.	29
30			30
31	8H.	1. Immediately after the fourth Friday enrollment, bus runs having been	31
32		stabilized, bus drivers will be given the opportunity, in rank order	32
33		of seniority as a bus driver, to select the bus run of their choosing	33
34		for the year. If a vacancy should arise during the course of the	34
35		year, the Supervisor of Transportation will exercise his/her best	35
36		judgment to appoint a bus driver to that run for the remainder of the	36
37		year. If any major alterations in a bus run should occur, i.e., one	37
38		and one-half or more hours per day for twenty (20) consecutive work	38
39		days, the initial process described in the first sentence will be	39
40		repeated.	40
41			41
42		2. Immediately after the fourth Friday enrollment, bus runs having been	42
43		stabilized, bus-aides will be given the opportunity, in rank order of	43
44		seniority as a bus-aide, to select the bus-aide run of their choosing	44
45		for the year. If a vacancy should arise during the course of the	45
46		year, the Supervisor of Transportation will exercise his/her best	46
47		judgment to appoint a bus-aide to that bus-aide run for the remainder	47
48		of the year. If any major alterations in a bus run should occur,	48
49		i.e. one and one-half or more hours per day for twenty (20) consecu-	49
50		tive work days, the initial process described in the first sentence	50
51		will be repeated.	51
52			52
53		3. As soon as specific work assignments for Food Service employees in a	53
54		given school year can be reasonably stabilized, but in any event, no	54
55		later than one week after the fourth Friday count, employees shall be	55
56		given choice among assignments within their classification and school	56
57		in rank order of seniority.	57

1	The opportunity will be made available for the repetition of such a	1
2	procedure within one (1) week after the start of the second semester.	2
3		3
4	4. By the fourth Friday of each September, employees in custodial A and	4
5	C classifications may request, in writing to their supervisor, their	5
6	preference of assignment. Assignment requests will be considered on	6
7	the basis of classification seniority within their shift and loca-	7
8	tion. The supervisor will attempt to make the assignment as request-	8
9	ed, however, right of assignment will remain with the supervisor.	9
10	This article is subject to the grievance procedure.	10
11		11
12	5. When a pre-trip inspection is required of a driver, he/she shall be	12
13	allotted at least 15 minutes to complete the inspection.	13
14		14
15	6. Whenever possible, instructional aides who are required to perform	15
16	their work duties on a bus or are assigned to a bus will be included	16
17	with the regular bus aides in inservice training programs.	17
18		18
19	8I. The junior employee of the stock clerk checker classification at the	19
20	general warehouse location will be assigned to operate delivery vehicles	20
21	unless another employee with a higher seniority in the classification at	21
22	that location volunteers for the assignment.	22
23		23
24	8J. If an employee is to be assigned from a given classification (at a par-	24
25	ticular location if applicable) to a position in any other classifica-	25
26	tion, the junior person in the given classification (at a particular	26
27	location if applicable) will be so assigned, unless another employee	27
28	volunteers from the given classification (and location if applicable).	28
29	If there are more volunteers than needed, the senior volunteer should be	29
30	assigned.	30
31		31
32	8K. If it is determined that a member of the bargaining unit should be	32
33	assigned to perform operational functions in a given building in a posi-	33
34	tion not regularly occupied by a member of the bargaining unit, priority	34
35	shall be as follows:	35
36		36
37	1. building operations specialist in given building	37
38		38
39	2. building operations specialist in another building	39
40		40
41	3. building operations specialist on layoff	41
42		42
43	4. building operations specialist-trainee with appropriate license	43
44		44
45	a. in the same building	45
46	b. in another building	46
47		47
48	5. custodial "C" in same building with appropriate license	48
49		49
50	6. custodial "C" in another building with appropriate license	50
51		51
52	When priority is the same, classification seniority shall govern.	52
53		53
54	Persons relieving an engineer or building operations specialist should	54
55	have a minimum of six (6) weeks' prior training.	55
56		56
57	8L. If it is determined that a member of the bargaining unit shall replace a	57
58	building operations specialist in a given building, priority shall be as	58
59	follows:	59

1	1. building operations specialist on layoff	1
2		2
3	2. Relief B.O.S.	3
4		4
5	3. building operations specialist-trainee with appropriate license	5
6		6
7	a. in the same building	7
8	b. in another building	8
9		9
10	4. Custodial "C" in the same building with appropriate license	10
11		11
12	5. Custodial "C" in another building with appropriate license	12
13		13
14	When priority is the same, classification seniority shall govern.	14
15		15
16	8M. If it is determined that additional employee(s) will be needed temporarily	16
17	in specific classifications (other than building operations specialists)	17
18	above the entry level, such need will be advertised to members of	18
19	the bargaining unit, and applications accepted from those in lower clas-	19
20	sifications. A list of qualified applicants will be prepared and main-	20
21	tained. Priority on the list will be determined by:	21
22		22
23	1. date of entry on the list	23
24		24
25	2. system-wide seniority	25
26		26
27	Whenever additional employees are temporarily needed, the highest priority	27
28	person on the list who is available (present for work and not already	28
29	assigned in the higher classification) will be offered the assignment, if	29
30	applicable.	30
31		31
32	8N. Where health reasons or inability to meet the qualifications of the position	32
33	demand that an employee change classifications, the employee shall	33
34	be allowed to exercise seniority and move into the classification which	34
35	he/she has the physical ability and skills and qualifications to perform	35
36	provided that either there is a vacancy (subject to the provisions of the	36
37	priorities enumerated in 6D2f) or that he/she has sufficient seniority to	37
38	bump a current occupant of said classification. The administration may	38
39	request a physical examination of the employee by a physician of its	39
40	choosing and at district expense.	40
41		41
42	Any employee required to change classification for the reasons enumerated	42
43	herein and who at a later date regains his/her health or qualifications	43
44	shall be allowed to return to the former classification above all others	44
45	at the first available vacancy. If the recovery of health or qualifica-	45
46	tions occurs within one (1) year, the employee may return earlier if	46
47	there is a probationary employee in the classification, in which case	47
48	he/she may bump that probationary employee immediately. The employee so	48
49	bumped may exercise rights under 6D2e.	49
50		50
51	<u>ARTICLE IX - SUBCONTRACTING</u>	51
52		52
53	9A. The Employer agrees no work or service presently performed by or hereaf-	53
54	ter assigned to the collective bargaining unit will be contracted out to	54
55	an independent contractor when a bargaining unit employee or employees,	55
56	who could do the work within the allotted time and are in the same clas-	56
57	sification as the work to be contracted out, are temporarily laid off.	57

- 1 9B. If, for an individual construction project, it is possible to perform the 1
 2 work required on an overtime basis within a reasonable time period with 2
 3 the number of employees available and willing to work, Employer agrees to 3
 4 do so; however, the decision of the Employer will be final and not sub- 4
 5 ject to the grievance procedure. 5
 6
- 7 9C. The Employer agrees that it will not subcontract work of the employees of 7
 8 the bargaining unit if said subcontract directly results in the laying 8
 9 off of employees of the bargaining unit. 9

10
 11 ARTICLE X - PRESENT PRACTICES 11
 12 12

- 13 10A. Present practices and procedures which affect employees of the bargain- 13
 14 ing unit, but which are not covered in this Agreement, will not be 14
 15 changed unless the Union is first consulted. The Employer has the right 15
 16 to change any practice or procedure, such action to be subject to the 16
 17 Union's right to grieve. No employee in the bargaining unit shall be 17
 18 reprimanded for any acts or omissions done or not done because of a 18
 19 change in present procedure or practice of which the employee was not 19
 20 previously made aware, but he/she shall be informed of such change after 20
 21 the occurrence of such act or omission. After said employee has been 21
 22 informed of such change in procedures and practices, he/she shall be 22
 23 held liable for the acts or omissions of such procedures or practices. 23
 24
- 25 10B. The Director of Building Services will schedule meetings of an advisory 25
 26 safety committee at least four times per year to discuss employee safety 26
 27 hazards and safety practices in the district. The committee shall be 27
 28 composed of representatives of all employee groups. The Employer and 28
 29 the Union will continue to cooperate in implementing and maintaining all 29
 30 health and safety rules and practices. All employees represented by the 30
 31 Union will fully observe and comply with all requirements of the Michi- 31
 32 gan Occupational Safety and Health Act M.I.O.S.H.A. When completed a 32
 33 Safety Handbook will be made available to all employees. 33
 34
- 35 10C. Meetings between representatives of the Administration and the represen- 35
 36 tatives of the Executive Board of the D.S.E.I.U. will be scheduled at 36
 37 the request of either party and at a time and place mutually agreeable 37
 38 for the purpose of discussing and alleviating current problems. 38
 39
 40 Whenever possible, the agenda for said meetings will be agreed upon in 40
 41 advance in order that adequate preparation may be undertaken and/or that 41
 42 appropriate resource people may attend the meeting. 42
 43
- 44 10D. A joint committee shall be established to implement any skilled trades 44
 45 apprentice program approved by the Board of Education. This committee 45
 46 should consist of four (4) members, two (2) from the D.S.E.I.U. and two 46
 47 (2) from the Administration. 47
 48
- 49 10E. A joint committee shall be established to implement any food service 49
 50 training program approved by the Board of Education and Union. This 50
 51 committee should consist of four (4) members, two (2) from the DSEIU and 51
 52 two (2) from the Administration. 52
 53

54 ARTICLE XI - MANAGEMENT RIGHTS 54
 55 55

56 Subject to the terms of this Agreement, and except as modified by the specific 56
 57 terms of this Agreement, the Employer retains all rights and powers to manage 57
 58 the Dearborn Public Schools, and to direct its employees. The Union 58

1 recognizes these management rights and responsibilities as conferred by the 1
2 Laws and Constitution of the State of Michigan and as are inherent in the 2
3 rights and responsibilities to manage the Public School System, including, but 3
4 not limited to, the right: 4
5

6 11A. To the exclusive management and administrative control of the school 6
7 system and its properties and facilities, and the activities of its 7
8 employees during employee working hours; 8
9

10 11B. To hire all employees and, subject to the provisions of law, to deter- 10
11 mine their qualifications and the conditions for their continued employ- 11
12 ment, or their dismissal or demotion; and to promote, and transfer all 12
13 such employees; 13
14

15 11C. To determine the hours of work and the duties, responsibilities, and 15
16 assignments of employees, and the terms and conditions of employment. 16
17

18 The exercise of the foregoing powers, rights, authority, duties and responsi- 18
19 bilities by the Employer, the adoption of policies, rules, regulations and 19
20 practices and furtherance thereof, and the use of judgment and discretion in 20
21 connection therewith shall be limited only by the specific and express terms 21
22 of this Agreement and then only to the extent such specific and express terms 22
23 hereof are in conformance with the Laws and Constitution of the State of Mich- 23
24 igan, and the Laws and Constitution of the United States. 24
25

26 ARTICLE XII - COLLECTIVE BARGAINING 26 27

28 The parties acknowledge that, during the negotiations which resulted in this 28
29 Agreement, each had the unlimited right and opportunity to make demands and 29
30 proposals with respect to any subject or matter not removed by law from the 30
31 area of collective bargaining, and that the understanding and agreements 31
32 arrived at by the parties after the exercise of that right and opportunity 32
33 are set forth in this Agreement. Therefore, the Employer and the Union, for 33
34 the life of this Agreement, each voluntarily and unqualifiedly waives the 34
35 right, and each agrees that the other shall not be obligated, to bargain col- 35
36 lectively with respect to any subject or matter referred to, or covered in 36
37 this Agreement, or with respect to any subject or matter not specifically 37
38 referred to or covered in this Agreement, even though such subject or matter 38
39 may not have been within the knowledge or contemplation of either or both of 39
40 the parties at the time that they negotiated or signed this Agreement. 40
41

42 ARTICLE XIII - RATES OF PAY ON PROMOTIONS AND DEMOTIONS 42 43

44 An employee promoted to a higher paying classification will experience an 44
45 anniversary date change to the date of the promotion and advance to the pay 45
46 step in the new classification which is nearest to the employee's previous pay 46
47 step; provided that the employee will not receive less than a fifteen cent 47
48 (15¢) per hour raise unless such a raise would cause the maximum rate of the 48
49 new classification to be exceeded. 49
50

51 If an employee is demoted to a lower paying classification the employee's 51
52 present anniversary date will be changed to the date of demotion and he/she 52
53 will be placed on a step in the lower classification which is nearest the 53
54 previous step in the old classification and which will result in a loss of pay 54
55 of fifteen cents (15¢) per hour or less. A loss of more than fifteen cents 55
56 (15¢) per hour may result to prevent maximum rate in any classification from 56
57 being exceeded. 57

1 ARTICLE XIV - REPORTING AND CALL IN PAY 1

- 2 2
- 3 14A. Any employee who is scheduled or required to and does report for work on 3
- 4 any day and is not put to work for at least one-half of said employee's 4
- 5 regular shift shall be paid at said employee's regular rate for one-half 5
- 6 of said employee's regular shift, not to exceed four (4) hours, except 6
- 7 as otherwise set forth herein. 7
- 8 8
- 9 14B. Except as otherwise set forth herein, any employee who is called to work 9
- 10 because of emergency work, meetings, banquets, or sporting or recrea- 10
- 11 tional events, shall receive a minimum of two (2) hours' pay at the 11
- 12 employee's regular rate of pay plus overtime pay if applicable. 12
- 13 13
- 14 14C. Employees required to do building checks shall receive a minimum of two 14
- 15 (2) hours' pay at their regular rate of pay plus overtime pay if appli- 15
- 16 cable. 16
- 17 17
- 18 14D. Food service employees when reporting for work outside their regular 18
- 19 hours, will be guaranteed four (4) hours' pay at said employee's regular 19
- 20 rate for nonschool-sponsored activities no matter how long they work. 20
- 21 Food service employees when reporting for work outside their regular 21
- 22 hours will be guaranteed only two (2) hours' pay at said employee's 22
- 23 regular rate for school-sponsored functions and PTA meetings. 23
- 24 24

25 ARTICLE XV - MISCELLANEOUS SALARY ADJUSTMENTS 25

26 26

27 15A. General 27

- 28 28
- 29 1. An employee shall receive an additional six cents (6¢) per hour 29
- 30 above the wage scale set forth herein for each one hundred (100) 30
- 31 clock hours of in-service training to a maximum of three hundred 31
- 32 (300) clock hours, provided that such training is approved in 32
- 33 advance in writing by the appropriate Supervisor. 33
- 34 34
- 35 2. Employees in the skilled classifications A, B or C shall receive an 35
- 36 additional six cents (6¢) per hour for each five (5) year period 36
- 37 with Employer in their present major classification. 37
- 38 38
- 39 3. Payment for any combination of "1" and "2" above shall not exceed 39
- 40 eighteen cents (18¢) per hour. 40
- 41 41
- 42 4. Each employee shall receive an additional twenty cents (20¢) per 42
- 43 hour above the wage scale set forth herein commencing with the tenth 43
- 44 year of seniority (i.e. after completing the ninth year) with 44
- 45 Employer, an additional twenty cents (20¢) per hour commencing with 45
- 46 the sixteenth year of seniority (i.e. after completing the fifteenth 46
- 47 year) with Employer, and an additional twenty cents (20¢) per hour 47
- 48 commencing with the twenty-fifth year of seniority (i.e. after com- 48
- 49 pleting twenty-four years) with Employer. No other longevity pay- 49
- 50 ments will be paid, regardless of past practice. 50
- 51 51
- 52 5. If any regular part-time employee's hours are increased or decreased 52
- 53 above or below said employee's regular work schedule, between 53
- 54 adjustment periods, adjustments will be made in sick days, holidays, 54
- 55 and vacation pay to reflect the adjusted hours. These adjustments 55
- 56 will be made on October 1, and April 1 for the previous six (6) 56
- 57 month period, based upon periods ending August 31, and February 28, 57
- 58 respectively. 58

1	6.	If a full-time employee is required to work four (4) or more hours	1
2		continuing beyond the regular work schedule, in those four (4) or	2
3		more hours he/she will be provided with a paid lunch break not to	3
4		exceed thirty (30) minutes.	4
5			5
6	7.	Any employee working a split shift wherein the scheduled time	6
7		between shifts is one (1) hour or less will remain on the clock for	7
8		such time.	8
9			9
10	15B.	Specific (Food Service)	10
11			11
12	1.	Food service employees designated by Employer to train cooks or food	12
13		service assistants will receive, while performing such training,	13
14		thirteen cents (13¢) per hour above the wage scale, and food service	14
15		employees designated by Employer to train food service managers will	15
16		receive, while performing such training, twenty cents (20¢) per hour	16
17		above the wage scale.	17
18			18
19	2.	Food service employees who work beyond the normal work day for ban-	19
20		quets, etc., will be paid fifty cents (50¢) additional per hour for	20
21		each hour worked beyond the normal work day until a total of eight	21
22		(8) hours for the day has been accumulated. Thereafter premium	22
23		rates as provided elsewhere will prevail.	23
24			24
25	3.	At least three (3) Food Service Assistants and not more than four	25
26		(4) Cooks/Bakers will be designated as Relief Managers by the	26
27		Employer using the bid process. When relieving, the Relief Manager	27
28		will be paid twenty cents (20¢) above his/her normal rate per hour	28
29		or the differential between his/her normal rate and the minimum rate	29
30		of the job for which he/she is relieving, whichever is higher. When	30
31		an employee relieves a Satellite Manager for less hours than he/she	31
32		normally works, he/she will be paid his/her regular rate for the	32
33		normal hours he/she would have worked or the above rate for the	33
34		hours actually worked, whichever results in the greater pay for the	34
35		day.	35
36			36
37		The Food Service Assistants who are designated as Relief Managers	37
38		will be assigned to relieve in Satellite Manager positions as need-	38
39		ed. When these Relief Managers are not available, the Cooks/Bakers	39
40		designated as Relief Managers will be assigned as needed in Satel-	40
41		lite Manager positions.	41
42			42
43		If there is no Relief Manager in a Class I or II building, the pre-	43
44		vious practice of having Cooks/Bakers relieve in their regularly	44
45		assigned buildings as necessary will be continued. For any absence	45
46		of a continuing nature (more than one week) Cooks/Bakers designated	46
47		as Relief Managers will be utilized insofar as they are available.	47
48			48
49	4.	Food /Service Managers at base kitchens for satellite programs shall	49
50		be paid twenty cents (20¢) additional per hour while on such assign-	50
51		ments.	51
52			52
53	5.	Food Service Assistants at satellite kitchens without a Satellite	53
54		Manager will receive twenty cents (20¢) per hour above their regular	54
55		rate of pay.	55

1	15C. Specific (Custodial "C" employees)	1
2		2
3	1. Building operations specialist-trainees will be paid no less than	3
4	fifteen cents (15¢) per hour above the first step Custodial "C" rate	4
5	and no more than fifteen cents (15¢) per hour above the fifth step	5
6	Custodial "C" rate while they are directly engaged in on-the-job	6
7	training.	7
8		8
9	Any person can bid for the position of BOS trainee. The administra-	9
10	tion shall use a written test which will be announced beforehand.	10
11	All persons who achieve a passing score will be eligible for an oral	11
12	exam conducted by a committee selected by the administration. The	12
13	administration will develop a scoring system and a passing score	13
14	which will be announced beforehand. Selection for the position of	14
15	BOS trainee shall be by seniority among those persons who pass both	15
16	the written and the oral test.	16
17		17
18	2. Any employee, while relieving Building Operations Specialists, shall	18
19	receive no less than twenty-five cents (25¢) per hour above the	19
20	first step Custodial "C" rate and no more than twenty-five cents	20
21	(25¢) per hour above the fifth step Custodial "C" rate.	21
22		22
23	15D. Specific (Bus Drivers)	23
24		24
25	Bus drivers who are assigned to the mail run will be paid twenty-	25
26	five cents (25¢) per hour additional while on such assignment.	26
27		27
28	15E. Specific (Building Operations Specialists)	28
29		29
30	1. Any Building Operations Specialist (BOS) assigned to Henry Ford	30
31	Community College must possess a City of Dearborn first class	31
32	refrigeration license.	32
33		33
34	2. Any Building Operations Specialist (BOS) assigned to Henry Ford	34
35	Community College shall receive an additional fifteen cents (15¢)	35
36	per hour for all hours actually worked.	36
37		37
38	3. Building operations specialists, while assigned to fill in for engi-	38
39	neers, shall earn forty cents (40¢) per hour over their regular	39
40	hourly rate.	40
41		41
42	15F. Specific (Skilled Trades)	42
43		43
44	1. When a skilled trade apprentice is assigned to a specific trade	44
45	area, no other apprentice shall be used in that area prior to the	45
46	first apprentice having completed his/her four (4) years apprentice-	46
47	ship, unless more than one apprentice is assigned to that specific	47
48	trade area.	48
49		49
50	2. Employee, while working as a Relief Mechanic, shall receive the	50
51	minimum rate of the Mechanic classification or twenty-five cents	51
52	(25¢), whichever is higher.	52
53		53
54	3. The senior Motor/Equipment Mechanic shall receive seventy cents	54
55	(70¢) per hour over his/her regular hourly rate.	55

1	15G. Specific (Stock Clerk Checkers)	1
2		2
3	Stock clerk checkers, while assigned to fill in for the senior stock	3
4	clerk checker, shall earn thirty cents (30¢) per hour over their regular	4
5	hourly rate.	5
6		6
7	15H. Specific (Leaders)	7
8		8
9	1. Employee, while working as a temporary or relief leader, shall	9
10	receive fifty cents (50¢) per hour over his/her regular hourly rate	10
11	for each hour worked.	11
12		12
13	2. Employee, while classified as full time maintenance leader, shall	13
14	receive the premium specified in schedule B in addition to their	14
15	regular hourly rate for each hour that they receive pay.	15
16		16
17	3. All appointments to maintenance leader positions or Motor/Equipment	17
18	Mechanic shall be bid. However, selection will be based upon rele-	18
19	vant criteria developed by the administration, which shall include	19
20	consideration of seniority as a member of the element of the bar-	20
21	gaining unit to be led.	21
22		22
23	4. Maintenance Leaders appointed to lead Multi-Level Skilled Trades	23
24	shall receive the highest hourly rate of the trade being led, plus	24
25	seventy cents (70¢) per hour.	25
26		26
27	5. The Motor/Equipment Mechanic leader shall receive seventy cents	27
28	(70¢) per hour over his/her regular hourly rate.	28
29		29
30	15I. When a need for laborers exists, the position shall be filled in the	30
31	following order of priority and seniority:	31
32		32
33	1. Custodial C	33
34	2. Custodial B	34
35	3. Custodial A	35
36		36
37	Laborers will only be used to supplement Skilled Trades persons and must	37
38	be replaced at the Entry Level when school is in session by:	38
39		39
40	1. Building Operations members of the bargaining unit who are not	40
41	currently working due to their status as a less than 12 month	41
42	employee.	42
43	2. Laid-off bargaining unit employees who are classified as Building	43
44	Operations.	44
45	3. Retirees.	45
46	4. Substitutes.	46
47		47
48	Laborers may only be utilized when classes are not in session with the	48
49	exception of those assisting in roofing, who may be utilized between	49
50	April 1 and October 31 annually.	50
51		51
52	Laborers at HFCC may be utilized during the months of June, July and	52
53	August. The list for the laborers position will be bid annually on or	53
54	about March 1.	54
55		55
56	The rate of pay will be fifteen cents (15¢) over the Custodial C rate of	56
57	pay or the employees current rate of pay, whichever is higher.	57

1	15J. Optional training shall be offered to groundspersons operating heavy	1
2	equipment.	2
3		3
4	<u>ARTICLE XVI - SHIFT PREMIUM AND HOURS</u>	4
5		5
6	16A. The first shift is any shift that regularly starts on or after 4:00 a.m.	6
7	but before noon. The second shift is any shift that regularly starts on	7
8	or after noon but before 6:00 p.m. The third shift is any shift that	8
9	regularly starts on or after 6:00 p.m. but before 4:00 a.m.	9
10		10
11	16B. Employees working on the second and third shift shall receive, in addi-	11
12	tion to their regular pay for the pay period, an additional twenty cents	12
13	(20¢) per hour and thirty cents (30¢) per hour respectively, added com-	13
14	pen- sation. Only those classifications of employees regularly assigned	14
15	to the first shift who in the past have received shift premiums under	15
16	this article will be eligible to receive them in the future.	16
17		17
18	16C. Four-hour employees shall have one fifteen-minute fatigue break per day.	18
19	Employees who work seven hours or more shall have two fifteen-minute	19
20	fatigue relief breaks per day.	20
21		21
22	16D. The midnight shift premium will be paid to H.F.C.C. swing shift employee	22
23	while such swing shift assignment is in effect.	23
24		24
25	16E. Employee's starting time will not be changed during the regular school	25
26	year unless the change in starting time is for at least a month's dura-	26
27	tion. If the change in starting time results in a change in shift, the	27
28	provisions of the transfer policy shall apply unless such changes in	28
29	shift are normal for the job involved.	29
30		30
31	<u>ARTICLE XVII - OVERTIME</u>	31
32		32
33	17A. 1. Overtime for the purposes of this paragraph shall be defined as all	33
34	hours over eight (8) hours in any one day or forty (40) hours in any	34
35	one week.	35
36		36
37	2. Employer shall determine when overtime is necessary.	37
38		38
39	3. Overtime will be performed by the classification of employee regu-	39
40	larly performing the work at each office/department/school employed	40
41	in the building where the overtime work is to be performed.	41
42		42
43	4. Equalization of overtime will not be required in the clerical clas-	43
44	sification; however, the Administration will attempt to equalize	44
45	overtime assignments for HFCC clerical employees at HFCC in the	45
46	Bookstore and elsewhere at HFCC during the General College/Manage-	46
47	ment Development Division enrollment periods on jobs requiring extra	47
48	staffing. Such equalization shall be based on days rather than	48
49	hours and employees shall be charged one day for each day they work	49
50	plus one day for each day they indicate lack of availability. Over-	50
51	time opportunities at HFCC in the Bookstore and elsewhere at HFCC	51
52	during all enrollment periods will be offered to employees and tem-	52
53	porary help in the following order:	53
54		54
55	1. HFCC Clerical employees	55
56	2. P-12 Clerical employees	56
57	3. Temporary help	57

1	except when temporary assignments begin during regular working hours	1
2	of HFCC or P-12 clerical employees and in situations where last-	2
3	minute need arises and emergency arrangements must be made.	3
4		4
5	Overtime opportunities for clerical employees in P-12 locations will	5
6	be offered to employees and temporary help in the following order:	6
7		7
8	1. P-12 Clerical employees	8
9	2. HFCC Clerical employees	9
10	3. Temporary help	10
11		11
12	5. The Employer agrees to attempt to equalize overtime over the period	12
13	of this Agreement among employees within each classification within	13
14	the skilled classifications B and C, in the following order of pri-	14
15	ority and seniority:	15
16		16
17	1. Skilled tradespersons within the craft in which overtime occurs.	17
18	2. Apprentices within the craft in which overtime occurs.	18
19	3. Skilled tradespersons within classifications B and C.	19
20	4. Apprentices in remaining crafts.	20
21	5. Laborers.	21
22		22
23	Laborers may only be used on an overtime basis when the skilled	23
24	tradespersons within the classifications B and C and apprentices	24
25	within the craft have first been offered overtime.	25
26		26
27	6. The Employer agrees to attempt to equalize overtime annually between	27
28	September 1, and August 31, among employees of the same classifica-	28
29	tion who are also in the same building. Overtime hours shall be	29
30	posted on the bulletin board.	30
31		31
32	An accurate, current report of the distribution of overtime shall be	32
33	maintained in each building and shall be posted on the bulletin	33
34	board and/or be readily accessible. Current, in this context, shall	34
35	mean updating on at least a biweekly basis.	35
36		36
37	7. The attempt to equalize overtime shall be over a four-month period.	37
38	A report of overtime charged during the four-month period will be	38
39	made available to the Union with the end of the four-month period	39
40	coinciding with the end of the biweekly payroll period nearest to	40
41	December 31, April 30 and August 31. The Employer may designate	41
42	people in the bargaining unit to keep a list of overtime hours in	42
43	every building and/or department. Planned overtime will be offered	43
44	to the employee with the least number of overtime hours except where	44
45	that overtime requirement is an extension of an assignment begun	45
46	during an employee's regular shift.	46
47		47
48	8. For the purpose of this clause, any employee who was given an oppor-	48
49	tunity to work overtime and did not choose to work overtime will be	49
50	charged with the number of overtime hours of the employee who worked	50
51	during that time. The employee who worked will also be so charged.	51
52		52
53	9. Any employee who has changed classification will be charged with the	53
54	highest number of overtime hours that anyone else has accumulated	54
55	for the contract period in said new classification in the same	55
56	building on the day the change in classification becomes effective.	56
57		57

1	17B.	For employees whose work does not normally involve work on Saturday or	1
2		Sunday (persons doing building checks on Saturday and Sunday will be	2
3		included in this overtime premium), the applicable overtime shall be	3
4		time and one-half for work on Saturdays for those who have been paid for	4
5		40 hours that week, double time for work on Sundays or holidays set	5
6		forth in Article XIX of this Agreement, plus holiday pay pursuant to	6
7		Article XIX, if applicable.	7
8			8
9	17C.	For building operations specialists who work on a seven-day operation at	9
10		H.F.C.C. during the heating season, the applicable overtime shall be as	10
11		follows:	11
12			12
13	1.	Time and one-half shall be paid for all hours worked over eight (8)	13
14		in one day. Day is defined as 12:01 a.m. to Midnight.	14
15			15
16	2.	Time and one-half shall be paid for all hours worked in excess of	16
17		forty (40) in any one week. Week is defined as 12:01 a.m. Monday to	17
18		Midnight Sunday.	18
19			19
20	3.	Time and one-half for hours worked on the sixth (6th) consecutive	20
21		day worked.	21
22			22
23	4.	Double time shall be paid for hours worked on the seventh (7th)	23
24		consecutive day worked.	24
25			25
26	5.	Double time shall be paid for hours worked on the days set forth as	26
27		holidays in this Agreement plus the pay for the holiday as if the	27
28		employee had not worked.	28
29			29
30	6.	All other time worked shall be paid at regular and not overtime	30
31		rates.	31
32			32
33	17D.	There shall be no pyramiding of overtime. Any hours paid at overtime	33
34		rate for any of the above reasons shall not be counted to compute over-	34
35		time for any other reasons.	35
36			36
37	17E.	It is agreed that priority in any food service extra hours or overtime	37
38		will be given to the lowest food service classification in the building	38
39		qualified to do the task and to members of that classification in rank	39
40		order of seniority, with due regard for all reasonable efforts to bal-	40
41		ance such hours among the members of the classification in the building.	41
42			42
43		Further need will be served by the same approach to the next succeeding	43
44		higher classification(s).	44
45			45
46	17F.	All extra and overtime hours for regular part-time employees, within a	46
47		classification, shall be combined and recorded on one list for purposes	47
48		of determining eligibility and equalization for future extra or overtime	48
49		hours assignments. It is understood that all provisions of Article 17	49
50		relative to overtime will be applied to equalization of extra/overtime	50
51		hours. Extra hours are hours worked over regular hours, but less than	51
52		eight (8) hours.	52
53			53
54			54
55	<u>ARTICLE XVIII - SEVERANCE PAY</u>		55
56			56
57	18A.	Employees who retire and the estate of any who die while employed are	57
58		eligible for severance pay not to exceed one-third (1/3) of one hundred	58
59		and eighty (80) days based upon their sick leave accumulation.	59

- | | | |
|----|---|----|
| 1 | (Example: (1) An employee with two hundred (200) sick leave days would | 1 |
| 2 | receive sixty (60) days of severance pay. | 2 |
| 3 | (2) An employee with seventy-five (75) sick leave days would | 3 |
| 4 | receive twenty-five (25) days of severance pay. | 4 |
| 5 | | 5 |
| 6 | 18B. 1. An employee shall be considered eligible for retirement severance | 6 |
| 7 | pay if qualified under the Michigan School Employees Retirement | 7 |
| 8 | System for regular and/or medical retirement, or has completed | 8 |
| 9 | twenty-five years of service in the Dearborn School District. | 9 |
| 10 | | 10 |
| 11 | 2. If an employee has twenty years but less than twenty-five years of | 11 |
| 12 | service in the Dearborn School District, and is not qualified under | 12 |
| 13 | the Michigan School Employees Retirement System, he/she will receive | 13 |
| 14 | one-half (1/2) of the regular severance pay. | 14 |
| 15 | | 15 |
| 16 | 18C. An employee who retires on or after his/her sixtieth birthday shall also | 16 |
| 17 | be eligible for retirement severance pay even though he/she does not | 17 |
| 18 | qualify under the Michigan School Employees Retirement System for regu- | 18 |
| 19 | lar or medical retirement. | 19 |
| 20 | | 20 |
| 21 | 18D. Any employee who qualifies for payment of severance pay must request | 21 |
| 22 | such payment from the Payroll Office on a form to be furnished to the | 22 |
| 23 | employee by the Employer prior to the first day of the month in which he | 23 |
| 24 | or she plans to retire. | 24 |
| 25 | | 25 |

26 ARTICLE XIX - HOLIDAYS 26

- | | | |
|----|--|----|
| 27 | | 27 |
| 28 | 19A. Employees will be paid one day's pay at their regular straight time | 28 |
| 29 | hourly rate, exclusive of shift premium and overtime pay and premium, | 29 |
| 30 | for the days mentioned in paragraph "B" hereof, provided: | 30 |
| 31 | | 31 |
| 32 | 1. Except for employees on seven (7) day work schedules (see 17C), the | 32 |
| 33 | employee would otherwise have been scheduled to work on such day if | 33 |
| 34 | it had not been observed as a holiday; | 34 |
| 35 | | 35 |
| 36 | 2. The employee must have worked the last scheduled working day prior | 36 |
| 37 | to and the next scheduled working day after such holiday, except if | 37 |
| 38 | the employee is on sick leave, emergency leave or vacation (not | 38 |
| 39 | including personal business day or days). The Personnel Office may | 39 |
| 40 | inquire into any instance of absence on the day before or the day | 40 |
| 41 | after a holiday and require an explanatory statement, but no medical | 41 |
| 42 | documentation at employee expense will be required unless a pattern | 42 |
| 43 | of such absence is evident from the employee's work record. | 43 |
| 44 | | 44 |
| 45 | 3. Notwithstanding the above, any employee who has worked his or her | 45 |
| 46 | last scheduled day prior to the Labor Day holiday and the Tuesday | 46 |
| 47 | after Labor Day shall be eligible for Labor Day pay. The Adminis- | 47 |
| 48 | tration will not schedule an employee to begin work on Wednesday in | 48 |
| 49 | order to avoid the Labor Day holiday pay. | 49 |

1	19B.	There shall be twelve (12) paid holidays in 1989-90 and thirteen (13)			1
2		in 1990-91 and 1991-92 as follows:			2
3					3
4	1989-90	Labor Day	Monday	September 4	4
5		Thanksgiving	Thursday	November 23	5
6		Christmas	Monday	December 25	6
7		Christmas	Tuesday	December 26	7
8		Christmas	Wednesday	December 27	8
9		Christmas	Thursday	December 28	9
10		Christmas	Friday	December 29	10
11		New Years	Monday	January 1	11
12		Good Friday	Friday	April 13	12
13		Easter Monday	Monday	April 16	13
14		Memorial Day	Monday	May 28	14
15		Independence Day	Wednesday	July 4	15
16					16
17					17
18	1990-91	Labor Day	Monday	September 3	18
19		Thanksgiving	Thursday	November 22	19
20		Christmas	Monday	December 24	20
21		Christmas	Tuesday	December 25	21
22		Christmas	Wednesday	December 26	22
23		Christmas	Thursday	December 27	23
24		Christmas	Friday	December 28	24
25		New Years	Monday	December 31	25
26		New Years	Tuesday	January 1	26
27		Good Friday	Friday	March 29	27
28		Easter Monday	Monday	April 1	28
29		Memorial Day	Monday	May 27	29
30		Independence Day	Thursday	July 4	30
31					31
32		The Fridays of November 24, 1989, November 23, 1990 and November 29, 1991,			32
33		shall be days compensated for at regular straight-time hourly rate exclusive			33
34		of shift premium and overtime pay and premium if the employee meets the eligi-			34
35		bility for holiday requirements set forth in paragraph "A" hereof with no			35
36		requirement to report to work, but shall not be considered a holiday for the			36
37		purpose of this Agreement. The Employer shall determine who shall be request-			37
38		ed to work on these days.			38
39					39
40		The holidays for the 1991-92 school year shall be determined when the school			40
41		calendar is established.			41
42					42
43					43
44	19C.	All food service employees on a four-day work schedule shall receive the			44
45		same holidays as other food service employees.			45
46					46
47		<u>ARTICLE XX - VACATIONS</u>			47
48					48
49	20A.	Paid vacation at regular pay will be earned by employees in the bargain-			49
50		ing unit only as follows:			50
51					51
52		10-month employees:	Less than 9 years service	- 10 days per year	52
53			9 years but less than 15	- 14 days per year	53
54			15 years and above	- 16 days per year	54
55					55
56		11-month employees:	Less than 9 years service	- 11 days per year	56
57			9 years but less than 15	- 15 days per year	57
58			15 years and above	- 19 days per year	58

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

The number of days for which an employee is eligible will be based on the years of service as of the end of that year (June 30). For example, the number of days for which an employee is eligible during the 1984-85 year, will be based on years of service, or a pro rata share thereof, credited as of June 30, 1984.

Bargaining unit employees regularly working less than a full week will earn vacation on a prorated basis of schedule above, for example, an employee working four days per week will earn only 4/5 of the scheduled earned vacation days.

20B. Vacation days may not be taken in advance of earned, except as specifically provided for in this Agreement, or with the approval of the Employer. On July 1 of each year, each 12-month employee will be credited with those vacation days earned the previous fiscal year, but not already taken. For ten and eleven month employees, vacation days will be taken within the fiscal year earned (July 1 to June 30); however, if an employee fails to complete the fiscal year it is expected that any vacation days taken, and not earned, will be refunded to the school district.

20C. No vacation days can be carried forward more than the fiscal year following the fiscal year in which they were earned. Remaining days will be forfeited.

Vacation days earned and not used in the year prior to termination will be compensated for at the termination of employment.

20D. Ten and eleven calendar month employees will take vacation days as provided in the school calendar (school vacation periods Christmas and Easter). Ten and eleven month employees who experience more time off than vacation time earned will not be paid for the excess days. Ten and eleven calendar month employees who earn more vacation time than the school calendar provides in a given year will take their days off on the extra day at Memorial Day and the extra midwinter break day, not provided in 19B, if such days remain scheduled by the District. Such employees will be paid a lump sum payment at the end of the school year for any unused vacation days.

20E. Regarding vacation for ten month custodial "A" employees, custodial "B-1" employees, custodial "B-2" employees, and food service staff, the following shall apply:

1. They will take such vacation days as are available during the Christmas and Easter recesses.
2. Food Service employees will take vacation days whenever a school(s) is closed or a cafeteria is not serving on that particular day except in cases of days covered by Articles 19A, 19B, 19C, and Article 23A. 3.
3. They will be paid for any unused days remaining at the end of the year. In all cases these vacation days earned, taken, and paid apply to the same fiscal year. In the case of these employees, no vacation time is to be carried forward into the next fiscal year.

1 20F. Annually on or prior to June 1, all employees shall communicate their 1
2 desires to their immediate supervisor as to their vacation preference 2
3 for the period July 1, of the current year, to June 30, of the following 3
4 year. Employees with the highest classification seniority will be given 4
5 preference in vacation schedules, providing the resulting vacation 5
6 schedule is not detrimental to the operation of the department in ques- 6
7 tion. 7

8
9 The Employer, prior to June 15, will post the vacation schedule. All 9
10 vacation requests made after June 1, will be considered without benefit 10
11 of seniority for then available periods. 11
12

13 20G. If a scheduled vacation, after being approved by the Employer, is can- 13
14 celled by the Employer, or if an emergency or illness occurs as defined 14
15 under 23B or C, the employee so affected shall be given an opportunity 15
16 to select any other time mutually agreeable to the Employer and employ- 16
17 ee, or shall be allowed to carry over the days involved. 17
18

19 20H. In the case of employees transferring, or changing between ten, eleven 19
20 or twelve month assignments, the vacation days earned and taken, shall 20
21 not exceed a proration of totals as given in 20A for the categories 21
22 applicable. 22
23

24 ARTICLE XXI - INTER-SCHOOL MAIL 24
25

26 The use of inter-school mail by the Union shall be continued, provided all 26
27 material is clearly designated as material of the Union, and is signed by an 27
28 officer of the Union. The Union accepts all responsibility for such material. 28
29 If the Union uses school mail, Employer shall have no responsibility in any 29
30 way in connection therewith. 30
31

32 A letter box shall be supplied within each building for the Building Represen- 32
33 tative. 33
34

35 ARTICLE XXII - BULLETIN BOARDS 35
36

37 Employer agrees to allow the Union to use a bulletin board in each building 37
38 within the school system for posting notices, including, but not limited to: 38
39

- 40 1. Notice of recreational or social events; 40
- 41 2. Notice of elections; 41
- 42 3. Notices of results of elections; 42
- 43 4. Notices of meetings; 43
- 44 5. Notices of posting of jobs; 44
- 45 6. Other organizational material. 45
- 46 46
- 47 47
- 48 48
- 49 49
- 50 50
- 51 51

52 The Union accepts all responsibility for such material. 52

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

3
4 23A. Employees shall be entitled to the following:
5

6 1. All employees shall earn one and one-half (1-1/2) sick leave days
7 per month actually worked (i.e., not to exceed fifteen (15) days per
8 year for ten-month employees, not to exceed sixteen and one-half
9 (16-1/2) days per year for eleven-month employees, not to exceed
10 eighteen (18) days per year for twelve-month employees). Bargaining
11 unit employees regularly working less than a full week will earn
12 sick leave on a pro-rata basis of the above scheduled sick days, for
13 example, an employee working four days per week will earn only 4/5
14 of the scheduled earned sick days.
15

16 2. All employees are entitled to two (2) days off per year with pay for
17 personal business, which days shall not be accumulated, provided the
18 employees notify their supervisors in advance of taking such day
19 off. Requests for personal business shall be in units of two (2)
20 hours or multiples thereof. Personal Business days not used prior
21 to the end of the school or fiscal year, whichever is relevant,
22 shall be added to the employee's accumulated sick leave days.
23

24 These personal hours are provided to take care of important personal
25 matters that cannot be taken care of outside of the regular assigned
26 shift of the employee.
27

28 Personal Business time may not be used the day preceding or follow-
29 ing a holiday.
30

31 3. Absence due to a general catastrophe (such as a severe snowstorm)
32 which makes it impossible for an employee to report shall be paid
33 for by Employer. Existence of a catastrophe will be determined by
34 the Superintendent.
35

36 4. Any employee required to work, and doing so during a period of such
37 general catastrophe, will be paid for the hours of such work at a
38 time and one-half rate above and beyond the provisions immediately
39 above.
40

41 5. Ten and eleven month employees who are scheduled to work during the
42 summer recess for twenty (20) or more days shall be eligible for one
43 (1) sick leave day if qualified under the provisions of 23B or 23C.
44

45 23B. Accumulated sick leave days may be used by the employee for absences due
46 to personal illness, physical disability or emergencies to avoid loss of
47 pay starting on the first day of the month following the employee's
48 three (3) month anniversary date of hire.
49

50 23C. Emergencies shall be construed to be as follows and shall be deducted
51 from the accumulated sick leave of an employee:
52

53 1. Quarantine of employee or employee's living quarters;
54

55 2. Death in the immediate family. (The immediate family shall be con-
56 strued to include husband, wife, children, father, mother, brother,
57 sister, grandparents, aunt, uncle, and close relatives-in-law or
58 close associates.)

- 1 3. Required court appearance; 1
2 2
3 4. To provide care for a member of the family when no other arrange- 3
4 ments are possible, not to exceed ten (10) days per incident or ten 4
5 (10) days in toto per year starting from the date of this Agreement; 5
6 6
7 5. Such days as may be required by the employee's religion for holy 7
8 observance and abstention from work. 8
9 9
- 10 23D. All earned but unused sick leave days shall be allowed to accumulate. 10
11 The annual yearly allowance may be used as earned (1 1/2 days per month) 11
12 during the fiscal year in addition to the total accumulated days from 12
13 prior years. The earned monthly sick leave days are to be credited on 13
14 the first pay of the following month. 14
15 15
- 16 23E. Consistent with the provisions of 23H, an employee who has exhausted his 16
17 use of sick days will not be allowed to take a day(s) off without pay 17
18 unless the employee 1) calls his supervisor (or the Personnel Department 18
19 when the supervisor is unavailable) at least one (1) hour prior to the 19
20 start of the shift and 2) documents that the reason for being absent is 20
21 due to a legitimate medical reason or other good and valid reasons. 21
22 22
- 23 23F. A regular part-time employee whose weekly wage is based on less than an 23
24 eight-hour day or less than a forty-hour week will be allowed sick leave 24
25 benefits for personal illness and emergencies as designated above on a 25
26 proportionate basis. 26
27 27
- 28 23G. After five (5) or more consecutive days of illness, or if in the sole 28
29 judgment of Employer, a pattern of continual absence because of illness 29
30 occurs, a medical certificate may be required before the employee may 30
31 return to work and before the employee can qualify for sick leave. 31
32 32
- 33 23H. Upon recommendation of the immediate supervisor, the Personnel Office 33
34 may approve up to two (2) months absence without pay. This approved 34
35 absence is intended to cover periods of the time after sick leave has 35
36 expired and is intended to be used for the same reasons which are 36
37 acceptable for sick leave. The position involved will be held for this 37
38 employee until the day following the expiration of the approved absence, 38
39 providing that the employee notifies the Personnel Office of intention 39
40 to return fifteen (15) days prior to such expiration. 40
41 41
- 42 23I. The word "pay" or "regular pay" as used herein and in any other provi- 42
43 sion of this Agreement means normal hourly rate times hours normally 43
44 worked not to exceed eight (8) per day excluding shift premium and any 44
45 overtime pay or premium therefor. 45
46 46
- 47 23J. 1. On or before February 15, 1987 and February 15th of each year there- 47
48 after each employee shall have the option to donate one (1) sick 48
49 leave day to an emergency sick leave bank which will be administered 49
50 by a joint committee of three (3) D.S.E.I.U. members and three (3) 50
51 members of the Administration who shall have the discretion to grant 51
52 a participating employee who has utilized all of his or her sick 52
53 leave up to a maximum of an additional twenty (20) sick leave days 53
54 with pay which shall be deducted from the bank. The committee may 54
55 add additional days to be granted on a case by case basis, however, 55
56 in no event should the maximum number of days exceed thirty (30) in 56
57 total. 57

1 2. Any eligible employee who fails to donate one (1) sick leave day on 1
2 February 15th of any contract year shall not be allowed to partici- 2
3 pate in the fund during that year. 3
4 4

5 3. The decision of the committee shall be final and shall not be sub- 5
6 ject to the grievance procedure. 6
7 7

8 ARTICLE XXIV - LEAVES 8
9 9

10 A leave is an absence which must be approved by the Board of Education and 10
11 which is without pay (except in case of up to fourteen (14) day temporary 11
12 military leave), granted to employees with provisions for certain rights and 12
13 responsibilities before, during, and following, such absence. 13
14 14

15 Upon return from leave of one year or less, an employee may use classification 15
16 seniority to bump the junior person within his/her classification on his/her 16
17 former shift or, if this is impossible, the junior person in the same classi- 17
18 fication on any other shift, or in any previously held lower classification if 18
19 his/her seniority in that classification warrants. Any employee so bumped may 19
20 exercise seniority in the appropriate provision(s) of 6C. 20
21 21

22 Upon return from leave in excess of one (1) year, an employee will be able to 22
23 use his/her seniority to apply for any vacancy for which he/she is qualified 23
24 under the priorities of 6D2f. 24
25 25

26 The above notwithstanding, return from military leave will be as provided for 26
27 by law. 27
28 28

29 Only personal leaves or civic leaves will be granted. Personal Leaves are as 29
30 follows: 30
31 31

- 32 1. Extended Health 32
- 33 2. Care of Immediate Family 33
- 34 3. Child Care 34
- 35 4. Educational 35
- 36 5. Involuntary 36
37 37

38 Civic Leaves are as follows: 38
39 39

- 40 1. Military and Peace Corps 40
- 41 2. Governmental Service 41
42 42

43 A leave may be terminated before the normal expiration date by mutual agree- 43
44 ment between the employee and the Employer. 44
45 45

46 Except as specifically provided, no payment of any kind will be made to or for 46
47 any employee on a leave covered by this provision nor will any benefits of any 47
48 kind accrue to any employee on a leave covered by this provision. 48
49 49

50 General Provisions for Personal Leaves 50
51 51

- 52 1. Personal leave requests will be honored only after the employee has two 52
53 consecutive years of service with Employer. 53
54 54
- 55 2. Leave extensions will be granted only upon recommendation of the Superin- 55
56 tendent and approval of the Board of Education. 56
57 57

- 1 3. Failure to request extension or submit intention to return will constitute 1
2 termination of leave. Failure to secure extension of leave or to return 2
3 to employment will constitute cause for termination of employment, unless 3
4 employee establishes that it was impossible to contact the Personnel 4
5 Office. 5
6 6
7 4. Payment for accumulated sick leave days may not be granted during the term 7
8 of such leave. 8
9 9
10 5. An employee absent on personal leave shall receive credit for any regular- 10
11 ly scheduled salary increases granted employees in service, excluding 11
12 increments, and shall also be subject to any general salary adjustments 12
13 which may be effected. 13
14 14
15 6. The term "physician" when used in this article shall mean doctors of medi- 15
16 cine (M.D.'s), doctors of osteopathy (D.O.'s) and doctors of dental sur- 16
17 gery (D.D.S.'). 17
18 18
19 24A. Personal Leaves 19
20 20
21 Extended Health Leave Due to Physical or Mental Causes 21
22 22
23 1. Extended Health Leave due to physical or mental causes after sick 23
24 leave days are exhausted may be granted to employees upon request 24
25 and the recommendation of the Superintendent and the approval of the 25
26 Board of Education. Such request shall be in writing and shall be 26
27 accompanied by a written statement by the attending physician. Such 27
28 leave may be granted for periods of one year or less. Such leave 28
29 may be considered for renewal upon the same basis as for the origi- 29
30 nal leave, including a new written statement by the attending physi- 30
31 cian. 31
32 32
33 2. Request for extension of leave of absence of this type or notice of 33
34 intention to return must be made in writing at least thirty (30) 34
35 days prior to termination of leave. 35
36 36
37 3. A request for return from this type of leave shall be accompanied by 37
38 a statement from a competent physician stating the employee's phys- 38
39 ical or mental fitness to return to employment. The Superintendent 39
40 may request, in writing, that an employee, before return, take a 40
41 physical or mental examination by a physician selected by the 41
42 Employer at the Employer's expense. The results of this examination 42
43 will be used to determine eligibility to return. 43
44 44
45 Care of Ill Members of the Immediate Family Leave 45
46 46
47 1. Leave may be granted to employees to care for ill members of the 47
48 immediate family. Extended leave for this reason may be granted 48
49 upon the request of the employee, the recommendation of the Superin- 49
50 tendent and the approval of the Board of Education. Sufficient 50
51 proof must be submitted to the Superintendent that leave or extended 51
52 leave is necessary before request will be granted. This type of 52
53 leave may be granted for periods of one year or less. 53
54 54
55 2. The immediate family shall be construed to include: husband, wife, 55
56 children, father, mother, brother, sister, grandparents, aunt, uncle 56
57 and close relatives-in-law or close associate. 57

- 1 3. Request for extension of leave of absence of this type or notice of 1
2 intention to return must be made in writing at least thirty (30) 2
3 days prior to termination of leave. 3
4 4

5 Child Care Leave 5
6 6

- 7 1. An employee who gives birth to a child, adopts a child, assumes the 7
8 legal responsibility of a child, or acquires a child by marriage is 8
9 eligible for Child Care Leave, subject to the General Provisions for 9
10 Personal Leaves cited above. 10
11 11
12 2. Request for Child Care Leave shall be submitted in writing to the 12
13 Personnel Office at least thirty (30) days prior to the date leave 13
14 is to begin, unless circumstances clearly preclude opportunity for 14
15 such notice. 15
16 16
17 3. Child Care Leave, when granted, shall initially be for whatever 17
18 portion remains of the work year in which leave begins, or for the 18
19 entirety of the work year with which leave begins. Such initial 19
20 leave shall be subject to not more than two (2) annual one-year 20
21 renewals. 21
22 22
23 4. Request for renewal must be made to the Personnel Office in writing 23
24 at least ninety (90) days before the end of the year with which 24
25 leave will expire. 25
26 26
27 5. Return from Child Care Leave, other provisions of this contract 27
28 notwithstanding, will be not later than two (2) years from the end 28
29 of the work year in which or with which leave began, subject to the 29
30 General Provisions for Personal Leaves cited above. Failure to 30
31 request renewal, and/or failure to notify the Personnel Office in 31
32 writing of intent to return, at least ninety (90) days prior to the 32
33 end of the final semester of leave, in response to notification by 33
34 the Personnel Office, will constitute termination of employment. 34
35 35
36 6. An employee who has requested a leave subject to these provisions 36
37 may, upon thirty (30) days' notice to the Personnel Office, request 37
38 return from such leave. 38
39 39

40 Educational Leave 40
41 41

42 Any employee with three (3) years or more of successful service with the 42
43 Employer may, upon recommendation of the Superintendent and approval of 43
44 the Board of Education, be granted leave, without pay, for Educational 44
45 study for a period not to exceed one year. Such leave, if granted, 45
46 shall be solely for the purpose of undertaking formal and patterned 46
47 studies at any institution licensed or accredited in its field, on a 47
48 program demonstrably related either to the employee's current assignment 48
49 or to a career progression currently available in the Dearborn Public 49
50 Schools. 50

51 51
52 Application for such leave must be made at least sixty (60) days before 52
53 the prospective start of such leave. 53
54 54

55 Involuntary Leave 55
56 56

57 An employee may be requested to take Involuntary Leave when it has 57
58 become apparent to the Superintendent that the individual is no longer 58

1 able physically and/or mentally to discharge the duties of his/her posi- 1
2 tion in a competent manner. 2
3

- 4 1. Upon the recommendation of the Superintendent and the approval of 4
5 the Board of Education, the Superintendent may require that any 5
6 employee take a physical or mental examination at Board of Education 6
7 expense. The Union will be notified of such a requirement. 7
8 8
9 2. When such an examination is required, the Employer shall, at its 9
10 expense, refer the employee to Henry Ford or the University of Mich- 10
11 igan Hospitals or to any other reputable resource mutually agreeable 11
12 to the Employer and employee, for an examination and determination 12
13 as to whether or not the employee is physically or mentally able to 13
14 discharge fully the duties of his/her position in a competent man- 14
15 ner. 15
16 16
17 3. Based upon the results of the examination(s) the Superintendent 17
18 shall submit a recommendation for action, if any, to the Board for 18
19 final determination. 19
20 20
21 4. The written request may be made by the Superintendent as often as 21
22 deemed essential to the physical or mental welfare of the individual 22
23 employee involved. 23
24 24
25 5. The employee requesting return from Involuntary Leave may return 25
26 only upon the recommendation of the Superintendent following a reex- 26
27 amination according to the procedures outlined in Item 1, and by 27
28 approval of the Board of Education. 28
29 29

30 24B. Civic Leaves 30
31 31

32 Military and Peace Corps Leaves 32
33 33

- 34 1. Any employee who may enlist or be conscripted into the Defense Forc- 34
35 es of the United States for military service or training or into the 35
36 Peace Corps, shall be reinstated as a regular employee with full 36
37 credit including the annual increment(s). 37
38 38
39 2. When an employee must take temporary Military Leave (not to exceed 39
40 fourteen (14) days per year), the Employer shall compensate the 40
41 employee involved for the difference between the employee's regular 41
42 pay, excluding any shift or overtime premium, and the military pay 42
43 for the weekdays of military service. 43
44 44
45 3. Request for return from leave for other than temporary military 45
46 leave must be made at least thirty (30) days prior to the effective 46
47 date of return. An employee on temporary military leave shall be 47
48 expected to return immediately upon the conclusion of said leave. 48
49 49
50 4. Military and Peace Corps Leaves shall not extend beyond the time of 50
51 original enlistment or beyond the time necessary to discharge the 51
52 employee's military or Peace Corps obligation. However, a request 52
53 for extension of leave may be made subject to provision of number 3 53
54 above. 54
55 55
56 5. In the event of physical or mental disability incurred during a 56
57 Military or Peace Corps Leave which does not permit satisfactory 57
58 performance in the specific position the employee left, he/she shall 58

1 be assigned to a position for which qualified or will be placed on 1
2 Involuntary Leave. 2
3 3

- 4 6. Failure to request extension or submit intention to return will 4
5 constitute termination of leave. Failure to secure extension of 5
6 leave or to return to employment will constitute cause for termina- 6
7 tion of employment unless employee establishes that it was impossi- 7
8 ble to contact the Personnel Office. 8
9 9

10 Governmental Service 10
11 11

- 12 1. Upon approval of the Board of Education an employee shall be allowed 12
13 to serve the term of office to which elected, reelected, appointed, 13
14 or reappointed at any level of government. The employee shall noti- 14
15 fy the Employer upon being selected for such office and in no case 15
16 will the employee take leave unless at least fifteen (15) working 16
17 days will have been provided to locate a replacement. 17
18 18
19 2. Notification of the employee's return from such leave shall be made 19
20 in writing to the Personnel Office no later than thirty (30) days 20
21 prior to availability for reemployment. 21
22 22
23 3. Upon return, an employee on such leave will be advanced appropriate 23
24 salary steps on the employee's anniversary dates during such 24
25 absence, except that no more than a maximum of two anniversary dates 25
26 will be recognized. 26
27 27
28 4. Not more than one percent of employees shall be on such leave at any 28
29 one time. 29
30 30
31 5. Accumulated benefits are carried forward from the effective date of 31
32 leave and are credited upon return to employment at the termination 32
33 of the leave. Payment for accumulated leave days may not be granted 33
34 during the term of leave. 34
35 35
36 6. Failure to request extension or submit intention to return will 36
37 constitute termination of leave. Failure to secure extension of 37
38 leave or to return to employment will constitute cause for termina- 38
39 tion of employment unless employee establishes that it was impossi- 39
40 ble to contact the Personnel Office. 40
41 41

42 ARTICLE XXV - JURY DUTY 42
43 43

- 44 25A. An employee who serves on jury duty will be paid the difference between 44
45 the pay for jury duty and his/her regular straight hourly pay for any 45
46 days not worked because of service on a jury. The Employer will also 46
47 pay for any overtime or additional hours between 7:00 a.m. and 6:00 p.m. 47
48 missed because of jury duty, and for such hours at other times if the 48
49 jury is sequestered. An employee may be requested by Employer, but not 49
50 required to attempt to have himself or herself excused from such duty. 50
51 Such days shall not be deducted from accumulated sick leave days. 51
52 52
53 25B. An employee who is scheduled or required to appear in court as a witness 53
54 for the school district shall suffer no loss in regular pay, nor shall 54
55 overtime hours be charged against said employee in consequence of over- 55
56 time opportunity available during the period of appearance. 56
57 57

1 An employee required to appear during non-work hours shall be provided 1
2 released time for the nonwork hours of court appearance and reasonable 2
3 travel time, provided validation of the hours of appearance is presented 3
4 and provided the released time is taken within one week following the 4
5 appearance. Arrangements of the released time shall be arrived at by 5
6 mutual agreement between the employer and his/her immediate supervisor. 6
7

8 ARTICLE XXVI - EMPLOYEES' PERSONNEL FILES 8
9 9

10 Any employee shall be allowed to inspect the entire individual personnel file 10
11 accumulated during the employee's period of employment with the district. The 11
12 employee must make an appointment with the Personnel Office and a member of 12
13 the Personnel Office shall be present when the employee inspects said file. 13
14 Confidential credentials and personal references normally sought at the time 14
15 of employment are specifically exempted from review and will be removed from 15
16 the file by the administrator of the Personnel Department prior to said 16
17 inspection except that where preemployment information is a factor inhibiting 17
18 promotional opportunity, the employee shall be given an opportunity to respond 18
19 to it or to refute it. Each employee will be given a copy of any negative 19
20 comment or report which is entered in his/her personnel file in the course of 20
21 his/her employment with the Dearborn Public Schools. The employee may respond 21
22 to the contents of such comment or report and such response will be attached 22
23 to the original document in the personnel file. 23
24

25 Grievance files may be maintained separately. 25
26

27 Any information in writing of a critical or detrimental nature which is not a 27
28 part of the employee's personnel file shall have no validity in any proceed- 28
29 ing, either disciplinary or promotional, or in any assignment or transfer. 29
30

31 Access to the file of any member of the DSEIU unit shall be available to the 31
32 president of the DSEIU, upon reasonable request and with written permission of 32
33 the employee involved. 33
34

35 ARTICLE XXVII - RELIEF EMPLOYEES 35
36 36

37 27A. The Employer agrees to maintain a list of relief employees. 37
38

39 27B. A list of relief custodial "B-1" employees drawn from the custodial "A" 39
40 classification shall be compiled annually by the Employer. Custodial 40
41 "A" employees within the particular school who are available and willing 41
42 to work will be given first consideration according to seniority whenever 42
43 a relief custodial "B-1" employee is needed. If the relief list is 43
44 exhausted, the Employer may exercise its best judgment. 44
45

46 27C. When school cafeterias are closed for school conferences, accreditation, 46
47 or other temporary reasons and other school cafeterias are operating, 47
48 the cafeteria employees in such closed schools will be offered the 48
49 opportunity to substitute before any nonregular employees are used. 49
50 Employees shall be paid their regular rate of pay. 50
51

52 27D. Relief Bus Drivers shall be provided time for the purpose of meeting the 52
53 requirement for Relief Bus Drivers of familiarization with the required 53
54 number of bus routes. 54
55

56 27E. Supervisor shall prepare and post a list of location of critical equip- 56
57 ment in the building and a description of daily pattern of operation 57
58 which might be helpful to an employee relieving for the supervisor. Any 58

1 relief employee for a building operations specialist shall, on the occa- 1
2 sion of his/her first experience with a particular building in which 2
3 he/she has not worked, be called in and paid for orientation purposes 3
4 not to exceed one hour. 4
5

- 6 27F. The Employer agrees to add to the current substitute list, retired 6
7 employees who have indicated to the Personnel Office, in writing, with a 7
8 copy to the Union, that they are available to work. Such retired bar- 8
9 gaining unit employees shall have a priority on the substitute list. 9

10 Priorities are to be as follows: 10
11

- 12 1. Laid off employees 12
13 2. Substitute employees who are retired DSEIU members 13
14 3. Other substitutes 14
15 15
16 16
17 17
18 18

19 A substitute's name may be removed from the substitute list by written 19
20 request of the individual or by notification of administrator for just 20
21 cause. Such action is not subject to the grievance procedure, Articles 21
22 IV and V. 22
23

- 24 27G. Ten month employees who are on a Relief List will only be considered on 24
25 the Relief List for ten (10) months, and will not be removed from the 25
26 Relief List during their non-work months. 26
27

- 28 1. Notwithstanding the above, employees on a Relief List will have 28
29 priority in summer work assignments. 29
30

31 ARTICLE XXVIII - WORKERS' DISABILITY COMPENSATION 31
32

33 The policy pertaining to pay for employees injured while on duty for the 33
34 Employer follows: 34
35

- 36 28A. That the Employer continue furnishing Workers' Disability Compensation: 36
37

- 38 1. Benefits to be paid upon injury according to State of Michigan regu- 38
39 lations. 39
40

- 41 28B. That the Employer continue to supplement the benefits as follows: 41
42

- 43 1. Difference between benefits paid under the Workers' Disability Com- 43
44 pensation and an employee's regular pay figured at straight time 44
45 hourly rate exclusive of shift premium and overtime pay and premium. 45
46 46
47 2. That this benefit be automatically paid upon an employee receiving 47
48 benefits under Workers' Disability Compensation. If the Workers' 48
49 Disability Compensation provision is terminated, this benefit is 49
50 also to terminate. 50
51 51
52 3. That this benefit be paid not to exceed one hundred eighty (180) 52
53 working days provided that the employee uses all accumulated sick 53
54 leave and/or vacation days after the first ninety (90) working days. 54
55 55

- 56 28C. Filling of vacancies that are created by employees who are absent for an 56
57 extended period of time because of a job-incurred injury will be handled 57
58 in the following manner. 58

1. If the injured employee's absence exceeds ninety (90) working days or if the employee's physician certifies that the employee will be unable to return to work for at least ninety (90) working days, the vacancy created will be filled through normal process.
 2. With proper verification of fitness to return to work the employee may use classification seniority to bump the junior person within his/her classification, or, if this is impossible, within any previously held lower classification if his/her seniority in that classification warrants. Any employee so bumped may exercise seniority as indicated in the appropriate provisions of 6C.
- 28D. The employee so injured while on duty for the Employer shall obtain and promptly furnish a written report of such injury to the Employer. The report must be signed by both the employee and the appropriate supervisor. A copy of the report is to be sent to the Director of Business Services, following which one copy will be furnished to the Union.

ARTICLE XXIX - HEALTH BENEFITS

29A. The Board of Education shall provide coverage for hospital-surgical-medical benefits. Coverages shall be the hospital expense benefits provided for semiprivate accommodations under the Comprehensive Hospital Service with MVF #2, and Master Medical, including Option 2, and the surgical-medical expense benefit provided under the Employment Group Benefits Certificate of Michigan Medical Service with Master Medical, MVF #2, prescription coverage with the \$2.00 deductible NC Rider, FAE-RC Emergency Rider, MMC-BL2 Psychiatric Rider, and the Substance Abuse Treatment Rider. In addition, full payment in the form of reimbursement for the F Rider will be made in January and June according to the procedure established by the Business Office. This will include presentation of evidence of payment and establishment of eligibility of the dependent rider.

For those employees who do not desire the above coverage, the Board of Education will make monthly contributions to the Health Alliance Plan or Health Care Network on behalf of subscribing employees. This coverage shall apply only for the period such employees are on the payroll and shall be the cost of such coverage on the same basis, and subject to the same limitations as are contained above. The coverage will be the Health Alliance Plan or Health Care Network equivalent of the above benefits, insofar as possible (HAP or HCN Basic Coverage and Special Benefits Rider). However, in no way is this coverage to be provided as a means of obtaining double insurance coverage for any subscriber employees and/or their family.

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

29B. The Board of Education will make monthly contribution for the following month's coverage on behalf of each subscribing employee, toward the cost of the hospital-surgical-medical coverages described above equal to the full subscription rate or premium charge for the classification or coverage to which the employee shall have subscribed according to marital status and the number of dependents, provided that such coverage is not in excess of the coverage described in the next paragraph.

1	29C.	The coverage for which the Board of Education will contribute under the	1
2		foregoing may be, at the employee's option, protection for (1) self	2
3		only, or (2) self and family (including only spouse and eligible chil-	3
4		dren 19 years of age and under). Coverage will only be provided if	4
5		proper enrollment forms and/or contract revision forms have been proper-	5
6		ly filed with the Payroll Department.	6
7			7
8	29D.	New hires will qualify for benefits as provided in sections 29A through	8
9		29J on the first day of the month following successful completion of	9
10		their three (3) month anniversary date.	10
11			11
12	29E.	1. Coverage for employees on Workers' Disability Compensation shall be	12
13		for the period represented by XXVIII B 3 and for the month following	13
14		expiration of XXVIII B 3.	14
15			15
16		2. In cases of Involuntary Leave and Extended Health Leave, the em-	16
17		ployee shall be eligible for consideration under XXIII H and XXIII	17
18		J.	18
19			19
20		3. Coverage for all other employees shall cease as of the end of the	20
21		month in which leave begins or employment status ceases.	21
22			22
23	29F.	The Employer shall provide the best possible dental plan for the avail-	23
24		able money. The Employer's annual contribution will not exceed \$30.24	24
25		per month for each DSEIU member whose coverage is not excluded by lan-	25
26		guage in Article 29I.	26
27			27
28	29G.	Employees on leave (Extended Health, Care of Immediate Family, Child	28
29		Care, Involuntary) may request to continue, at their own expense, the	29
30		current health insurance coverage at group rates provided the premiums	30
31		will be payable to the Business Office one month prior to the date the	31
32		Business Office must submit payment of premium to carrier. This option	32
33		is available only at the beginning of the employees' leave.	33
34			34
35	29H.	The Employer shall provide the best possible family optical plan for the	35
36		available money. The Employer's annual contribution will not exceed	36
37		\$10.00 per month for each DSEIU member whose coverage is not excluded by	37
38		language in Article 29I.	38
39			39
40	29I.	Any increases in hospital-surgical-medical, dental and/or optical bene-	40
41		fits shall only be given to those employees who work more than four	41
42		hours per day. Current employees who work four hours or less per day	42
43		shall retain the same hospital-surgical-medical and dental benefits as	43
44		existed prior to 9/1/80. Employees who work four hours or less per day	44
45		hired after 11/1/80 shall not receive any hospital-surgical-medical,	45
46		H.A.P., dental or optical benefits.	46
47			47
48	29J.	Employees sixty-five (65) years and older paying medicare premiums,	48
49		shall receive reimbursements for said premium, providing said	49
50		employee(s) present to the Business Office, cancelled check or money	50
51		order, on a quarterly basis.	51
52			52

1 ARTICLE XXX - LIFE INSURANCE 1

2
3 30A. Employer will provide group life insurance in the face value of \$25,000 3
4 for regular eight (8) hour employees, and the face value of \$15,000 for 4
5 every other employee, except for cashiers who work less than three (3) 5
6 hours per day, who will be provided with group life insurance in the 6
7 face value of \$11,000. Said insurance will be pursuant to the policy 7
8 presently provided such employees by Employer. The provisions of said 8
9 group policy and the rules and regulations of the insurance carrier will 9
10 govern as to the commencement and duration of benefits, provided employ- 10
11 ees shall be covered to the end of this Agreement, even though they are 11
12 nine and one-half (9 1/2), ten (10) or eleven (11) month employees. 12

13
14 30B. Employees on leave as set forth in Article 29G. may request to continue 14
15 at their expense, the then current life insurance coverage at prevailing 15
16 monthly group rates provided the premiums will be payable to the Busi- 16
17 ness Office one month prior to the date the Business Office must submit 17
18 payment of premium to the carrier. This option is available only at the 18
19 beginning of the employees' leave. 19

20
21 30C. Employees hired after 11/1/80 who work four hours or less per day shall 21
22 not be eligible for life insurance benefits. 22

23
24 ARTICLE XXXI MISCELLANEOUS 24

25
26 31A. Employees in the following classifications shall continue to submit 26
27 probationary reports to the principal or appropriate supervisor as fol- 27
28 lows: 28

29
30 1. Food Service Manager II will submit such reports for Food Service 30
31 Assistants and Cooks. 31

32
33 2. Food Service Manager I for Food Service Assistants and Cooks. 33

34
35 Principal or immediate supervisor will review these reports and their 35
36 decision on whether the employee on probation is satisfactory will be 36
37 final and not subject to the grievance procedure. 37

38
39 Food Service Managers shall not sign probationary reports. 39

40
41 31B. If desired, a Food Service employee will receive a minimum of three (3) 41
42 uniforms weekly. 42

43
44 Should extenuating circumstances prevail (excessively hot weather, 44
45 faulty or inoperative ventilation equipment, third floor kitchens, 45
46 etc.), additional uniforms may be arranged for at the discretion of the 46
47 Food Service Manager. 47

48
49 31C. Regular employees, who are assigned to work four (4) or more hours, and 49
50 who are required to have physical examinations as a condition of employ- 50
51 ment (other than chest x-rays), will have these examinations scheduled 51
52 with the Employer's physician during regular working hours and at the 52
53 Employer's expense. 53

1 ARTICLE XXXII - WAGE RATE SCHEDULE 1

2
3 The Wage Rate Schedule is set forth in Schedule B attached hereto and made a 2
4 part thereof. Employees hired on or after July 1, but before September 1, for 3
5 salary purposes only, will be treated as though their effective date of hire 4
6 was September 1 of that next school year. 5
7 6

8 ARTICLE XXXIII - CONFORMITY TO LAW CLAUSE 8

9
10 This Agreement is subject in all respects to the laws of the State of Michigan 9
11 with respect to the powers, rights, duties, and obligations of the Employer, 10
12 the Union and employees in the bargaining unit, and in the event that any 11
13 provision of this Agreement shall at any time be held to be contrary to law by 12
14 a court of competent jurisdiction from whose final judgment or decree no 13
15 appeal has been taken within the time provided for doing so, such provision 14
16 shall be void and inoperative; however, all other provisions of this Agreement 15
17 shall continue in effect. 16
18 17

19 ARTICLE XXXIV - MATTERS CONTRARY TO AGREEMENT 19

20
21 This Agreement shall supersede any rules, regulations, or present practices 20
22 which shall be contrary to or inconsistent with its terms. 21
23 22

24 ARTICLE XXXV - RELEASED TIME 24

25
26 35A. Released time shall be granted to not more than five (5) Union negotia- 25
27 tors for negotiation meetings with the Employer, conducted not more 26
28 frequently than three (3) times a week during the period August 1, 1992 27
29 to August 31, 1992, provided such negotiations are conducted from 1:00 28
30 p.m. to at least 7:00 p.m. Additional released time may be provided if 29
31 mutually agreeable to the Employer and the Union. 30
32 31

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

- 37 1. The grievant and/or one Union representative in the building shall 37
38 continue to receive any pay he/she/they would otherwise be entitled 38
39 to for time spent to resolve grievances pursuant to Step 1 of the 39
40 grievance procedure. 40
41 41
- 42 2. All hearings under the grievance procedure, except hearings before 42
43 the Board of Education, shall commence at 4:00 p.m., unless the 43
44 Employer decides to commence them earlier. Any employee, including 44
45 the President of the Union, who is involved in any of these hearings 45
46 shall continue to receive any pay otherwise entitled to. 46
47 47
- 48 3. Employees participating in Step 4 arbitration hearings under the 48
49 grievance procedure will suffer loss of wages for any time they are 49
50 absent from their regular duties unless called as a witness by 50
51 Employer, and may not use sick leave or personal business days. 51
52 52

53 35C. The Union President, or designated representative in the president's 53
54 absence, shall have access to the Personnel Office at reasonable times 54
55 during working hours and, upon request, shall be given information in 55
56 connection with the investigation of grievance. 56
57 57

1 35D. Union officers and representatives shall not conduct Union business
2 involving employees on duty except as provided in these release time
3 provisions and shall not otherwise interfere with the business of the
4 Employer.
5

6 ARTICLE XXXVI - UNION SICKNESS AND ACCIDENT PROGRAM
7

8 If the Union institutes a sickness and accident insurance program, Employer
9 will make payroll deductions from employees' wages, if authorized by the indi-
10 vidual employee.
11

12 ARTICLE XXXVII - DURATION OF CONTRACT
13

14 This Agreement shall be effective on June 4, 1990 with wages retroactive to
15 September 1, 1989, and shall continue in full force and effect until midnight
16 of August 31, 1992. At any time subsequent to July 1, 1992, either party may
17 give written notice to the other of its desire to negotiate a new agreement
18 for the following year, and meetings between the parties for that purpose
19 shall begin not later than twenty (20) days after delivery of such written
20 notification; provided, however, that nothing in this paragraph or elsewhere
21 in this Agreement shall be construed to require the Employer to commit an
22 unfair labor practice or otherwise violate the law by any improper recognition
23 of or support of or assistance to the Union.
24

25 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their
26 duly authorized representatives on the day and year first above written.
27

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

28 DEARBORN SCHOOL EMPLOYEES
29 INDEPENDENT UNION

30
31 (Signed)

30
31 (Signed)

32
33
34 _____
35 Sharon L. Dulmage, President

32
33
34 _____
35 Alfredo J. Lerini, President

36
37
38 _____
39 Jeremy M. Hughes, Superintendent, P-12

36
37
38 _____
39 Allen Kovinsky, Attorney

40
41
42 _____
43 J. Michael Meade, President, HFCC

40
41
42 _____
43 Gloria Finnegan,
44 Vice President

45
46
47 _____
48 Ophelia Alabakoff,
49 Negotiating Team Member

50
51
52 _____
53 Bruce Ballantyne,
54 Negotiating Team Member

55
56
57 _____
58 Mary Stollings,
Negotiating Team Member

SCHEDULE A

1			1
2			2
3			3
4	<u>ELECTRICAL</u>	<u>BUILDING OPERATIONS</u>	4
5	(A) Apprentice	*Custodial "A"	5
6	(C) Electrician	*Custodial "B-1"	6
7		*Custodial "B-2"	7
8	<u>PLUMBING</u>	*Custodial "C"	8
9	(A) Apprentice	Utility--HFCC	9
10	(B) Plumber & Heating Assistant	Custodial "D"--HFCC	10
11	(C) Plumber	Building Operations Specialist	11
12			12
13	<u>PAINTING</u>	<u>DATA PROCESSING</u>	13
14	(A) Apprentice	*Remote Job Entry	14
15	(B) Painter	Secretary/Keypunch Operator	15
16		Machine Operator	16
17	(B) <u>LOCKSMITH</u>		17
18		<u>*SWITCHBOARD OPERATOR</u>	18
19	(C) <u>HEATING MECHANIC</u>		19
20	(A) Apprentice		20
21		<u>CLERICAL</u>	21
22	(C) <u>METAL(S) MECHANIC</u>	*Secretary II	22
23		Secretary III	23
24	(B) <u>ROOFER</u>	Secretary IV	24
25		Secretary V	25
26	(C) <u>MASON</u>		26
27		<u>TECHNICIANS & AIDES</u>	27
28	(B) <u>GLAZIER</u>	*Bus Aide	28
29		*Orthopedic Aide	29
30	<u>CARPENTER</u>	*Instructional Aide	30
31	(A) Apprentice	Interpreter Aide	31
32	(C) Carpenter	Instructional Technician	32
33		Medical Records Technician	33
34	<u>OFF-SET PRINTER</u>	Vision Screening Technician	34
35		Hearing Program Technician	35
36	<u>AUDIO-VISUAL TRUCKER</u>	Accounting Technician	36
37		Audio-Visual Technician	37
38	<u>BUS DRIVER</u>	Graphics Specialist - P-12	38
39		Graphics Specialist - HFCC	39
40	(C) <u>MOTOR/EQUIPMENT MECHANIC</u>	Allied Health Media Technician - HFCC	40
41		Audio-Visual Technician Specialist	41
42	<u>GROUNDS</u>	Computer Technician Specialist	42
43			43
44	<u>MAINTENANCE LEADER</u>	<u>FOOD SERVICE</u>	44
45		*Food Service Assistant	45
46	<u>SHIPPING & RECEIVING</u>	Baker	46
47	Stock Clerk Checker	Cook	47
48	Senior Stock Clerk Checker	Grill Cook-HFCC	48
49		Satellite Food Service Manager	49
50	<u>RECEPTION/CLERK</u>	Food Service Manager II	50
51		Food Service Manager I	51
52		Food Service Manager--HFCC	52
53			53
54		<u>*CASHIER</u>	54

N O T E

1. Underlined classifications are major classifications.
2. Non-bid classifications are designated by an asterisk(*). All other classifications are bid classifications.
3. Listing of classifications within a major classification shows lowest paying classification at top and proceeds to the highest paying classification at the bottom.
4. Apprentices are designated by (A).
5. Skilled B classifications are designated by (B).
6. Skilled C classifications are designated by (C).
7. All media aides shall be classified as Secretary II.

SCHEDULE B

1. The Board of Education will pay, for salaries earned, the noncontributory portion of retirement for all DSEIU members.
2. For contract year 1990-91 and 1991-92, bargaining unit members who are absent less than six sick days in the prior contract year will be eligible for a one percent (1%) attendance incentive. This amount will be paid to those bargaining unit members on active payroll as of August 31, 1990 and August 31, 1991. This payment will be granted in the second pay period in September (i.e., September 28, 1990 and September 27, 1991). These payments will not be incorporated in the Wage Schedule for any purpose. Examples of the above are as follows:
 - a. Secretary III - eight (8) hours, twelve (12) months:
 $2080 \text{ hours} \times \$12.62 \text{ per hour} = \$26,249.60 \times 1\% = \$262.50$
 - b. Instructional Aide - six (6) hours, ten (10) months:
 $1308 \text{ hours} \times \$10.68 \text{ per hour} = \$13,969.44 \times 1\% = \$139.69$
 - c. Custodial A - four (4) hours, twelve (12) months:
 $1040 \text{ hours} \times \$9.06 \text{ per hour} = \$9,422.40 \times 1\% = \$94.22$
 - d. Cashier - two (2) hours, ten (10) months:
 $410 \text{ hours} \times \$8.92 = \$3,657.20 \times 1\% = \36.57

SALARY SCHEDULE 1989-90

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
1					
2					
3					
4					
5	8.98	9.22	9.58	10.07	11.75
6	10.36	10.77	11.34	11.61	12.85
7	9.82	10.24	10.64	10.92	12.53
8	9.82	10.24	10.64	10.92	12.53
9	9.82	10.24	10.64	10.92	12.53
10					
11					
12	12.53	13.07	13.79	14.49	15.96
13	9.97	10.51	10.93	11.30	13.31
14	11.46	12.55	13.24	13.90	15.35
15	12.22	13.06	13.73	14.49	15.96
16	12.34	13.31	14.07	14.77	16.21
17	10.00	10.67	11.34	11.93	13.47
18	6.89	7.06	7.30	7.48	8.72
19	7.17	7.36	7.53	7.77	9.03
20	8.13	8.50	9.00	9.47	10.27
21	6.91	7.09	7.33	7.50	8.83
22	8.13	8.50	9.00	9.47	10.27
23	9.00	9.55	10.04	10.90	11.50
24	9.29	10.17	10.68	11.23	13.02
25	9.29	10.17	10.68	11.23	13.02
26	11.27	12.13	12.77	13.45	15.05
27	12.22	13.06	13.73	14.49	15.96
28	12.22	13.06	13.73	14.49	15.96
29	9.80	10.62	11.18	11.75	13.32
30	9.80	10.62	11.18	11.75	13.32
31	9.80	10.62	11.18	11.75	13.32
32	11.51	12.32	12.98	13.70	15.18
33	9.80	11.50	11.98	12.58	15.05
34	11.27	12.60	13.25	13.92	15.55
35	11.27	12.13	12.77	13.45	15.05
36	11.27	12.13	12.77	13.45	15.05
37	8.89	9.30	9.83	10.36	12.13
38	11.52	12.60	13.25	13.92	15.55
39	9.30	9.60	10.18	10.70	12.04
40	8.31	8.61	9.19	9.63	10.95
41	7.99	8.30	8.87	9.30	10.60
42	7.35	7.56	7.81	8.21	9.30
43	6.91	7.09	7.33	7.77	8.83
44	7.17	7.43	7.72	8.05	9.19
45	7.17	7.43	7.72	8.05	9.19
46	7.32	7.61	7.86	8.14	9.21
47	6.77	7.01	7.94	8.36	8.58
48	8.36	8.77	9.26	9.82	11.52
49	8.89	9.30	9.83	10.36	12.13
50	8.88	9.49	10.02	10.51	12.11
51	9.57	9.98	10.48	10.98	12.68
52	10.21	10.62	11.18	11.75	13.41
53	8.36	8.77	9.26	9.82	11.52
54	5.86	6.11	6.80	7.44	8.58
55					

SALARY SCHEDULE 1990-91

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
1					
2					
3					
4					
5	9.34	9.59	9.97	10.48	12.22
6	10.77	11.20	11.79	12.07	13.37
7	10.22	10.65	11.06	11.36	13.03
8	10.22	10.65	11.06	11.36	13.03
9	10.22	10.65	11.06	11.36	13.03
10					
11					
12	13.03	13.60	14.35	15.07	16.60
13	10.37	10.93	11.37	11.75	13.85
14	11.92	13.05	13.77	14.45	15.97
15	12.70	13.59	14.28	15.07	16.60
16	12.84	13.85	14.63	15.36	16.86
17	10.40	11.10	11.79	12.41	14.01
18	7.16	7.35	7.60	7.78	9.06
19	7.46	7.65	7.84	8.09	9.39
20	8.46	8.84	9.36	9.85	10.68
21	7.18	7.37	7.62	7.80	9.18
22	8.46	8.84	9.36	9.85	10.68
23	9.36	9.93	10.44	11.34	11.95
24	9.66	10.57	11.11	11.68	13.54
25	9.66	10.57	11.11	11.68	13.54
26	11.72	12.62	13.28	13.99	15.65
27	12.70	13.59	14.28	15.07	16.60
28	12.70	13.59	14.28	15.07	16.60
29	10.19	11.04	11.63	12.22	13.86
30	10.19	11.04	11.63	12.22	13.86
31	10.19	11.04	11.63	12.22	13.86
32	11.97	12.81	13.50	14.25	15.79
33	10.19	11.95	12.45	13.09	15.65
34	11.72	13.11	13.78	14.48	16.17
35	11.72	12.62	13.28	13.99	15.65
36	11.72	12.62	13.28	13.99	15.65
37	9.25	9.67	10.23	10.77	12.62
38	11.98	13.11	13.78	14.48	16.17
39	9.67	9.99	10.59	11.13	12.52
40	8.64	8.96	9.55	10.02	11.39
41	8.31	8.63	9.23	9.67	11.02
42	7.64	7.86	8.12	8.54	9.67
43	7.18	7.37	7.62	8.09	9.18
44	7.46	7.73	8.03	8.37	9.55
45	7.46	7.73	8.03	8.37	9.55
46	7.61	7.91	8.17	8.47	9.57
47	7.04	7.29	8.26	8.69	8.92
48	8.69	9.12	9.63	10.22	11.98
49	9.25	9.67	10.23	10.77	12.62
50	9.24	9.87	10.42	10.93	12.60
51	9.96	10.38	10.90	11.42	13.18
52	10.62	11.04	11.63	12.22	13.94
53	8.69	9.12	9.63	10.22	11.98
54	6.10	6.36	7.08	7.74	8.92
55					

SALARY SCHEDULE 1991-92

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
1					
2					
3					
4					
5	9.71	9.97	10.36	10.90	12.70
6	11.20	11.65	12.26	12.56	13.90
7	10.62	11.08	11.51	11.81	13.55
8	10.62	11.08	11.51	11.81	13.55
9	10.62	11.08	11.51	11.81	13.55
10					
11					
12	13.55	14.14	14.92	15.68	17.26
13	10.78	11.37	11.82	12.22	14.40
14	12.40	13.57	14.32	15.03	16.60
15	13.21	14.13	14.85	15.68	17.26
16	13.35	14.40	15.21	15.97	17.53
17	10.82	11.54	12.26	12.91	14.57
18	7.45	7.64	7.90	8.09	9.43
19	7.75	7.96	8.15	8.41	9.77
20	8.79	9.19	9.73	10.24	11.11
21	7.47	7.66	7.92	8.12	9.55
22	8.79	9.19	9.73	10.24	11.11
23	9.73	10.33	10.86	11.79	12.43
24	10.05	11.00	11.55	12.15	14.08
25	10.05	11.00	11.55	12.15	14.08
26	12.18	13.12	13.81	14.55	16.28
27	13.21	14.13	14.85	15.68	17.26
28	13.21	14.13	14.85	15.68	17.26
29	10.60	11.48	12.09	12.70	14.41
30	10.60	11.48	12.09	12.70	14.41
31	10.60	11.48	12.09	12.70	14.41
32	12.44	13.33	14.04	14.82	16.42
33	10.60	12.43	12.95	13.61	16.28
34	12.18	13.63	14.33	15.06	16.82
35	12.18	13.12	13.81	14.55	16.28
36	12.18	13.12	13.81	14.55	16.28
37	9.62	10.06	10.64	11.20	13.12
38	12.46	13.63	14.33	15.06	16.82
39	10.06	10.39	11.01	11.57	13.02
40	8.99	9.31	9.94	10.42	11.85
41	8.65	8.97	9.60	10.06	11.46
42	7.95	8.17	8.44	8.88	10.06
43	7.47	7.66	7.92	8.41	9.55
44	7.75	8.04	8.35	8.70	9.94
45	7.75	8.04	8.35	8.70	9.94
46	7.91	8.23	8.50	8.80	9.96
47	7.32	7.58	8.59	9.04	9.28
48	9.04	9.48	10.01	10.62	12.46
49	9.62	10.06	10.64	11.20	13.12
50	9.61	10.26	10.84	11.37	13.10
51	10.35	10.79	11.34	11.88	13.71
52	11.04	11.48	12.09	12.70	14.50
53	9.04	9.48	10.01	10.62	12.46
54	6.34	6.61	7.36	8.05	9.28
55					

1 LETTER OF AGREEMENT #1
2 BETWEEN
3 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION
4 AND
5 DEARBORN BOARD OF EDUCATION
6
7 PART-TIME BUS DRIVER'S OVERTIME
8
9

10 This letter of agreement executed by and between the Dearborn Board of Educa- 10
11 tion (hereinafter referred to as the "Board"), and the Dearborn School Employ- 11
12 ees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the 12
13 above mentioned parties agree as follows: 13
14

- 15 1. Regular part-time bus drivers will not share the overtime of full-time bus 15
16 drivers on any basis. Regular part-time bus drivers may only be offered 16
17 overtime after the regular full-time bus drivers overtime list has been 17
18 exhausted. 18
19
20 2. On any day when a part-time run does not run, and/or during any two week 20
21 layoff notice period for said part-time driver, he/she may be used in any 21
22 productive manner appropriate to bus drivers with reasonable respect for 22
23 (1) above. 23
24
25 3. The present number (12) of full-time bus drivers may be reduced only 25
26 through attrition. 26
27
28 4. If it is necessary for a part-time position to become a full-time posi- 28
29 tion, the full-time position will be filled in accordance with the provi- 29
30 sions of Article 6D2H. If due to this process it becomes necessary to 30
31 reduce the number of part-time drivers, the junior part-time driver will 31
32 be laid off. 32
33
34
35
36

37 For the Board of Education
38 of the School District of the
39 City of Dearborn
40
41
42

43 _____
44 Edward D. Callaghan
45 Director of
46 Personnel Services
47
48

49 _____
Date

37 For the Dearborn School Employees
38 Independent Union
39
40
41
42

43 _____
44 Alfredo J. Lerini
45 President, DSEIU
46
47

48 _____
Date
49

LETTER OF AGREEMENT #2
BETWEEN
DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION
AND
DEARBORN BOARD OF EDUCATION
EXTERNAL GOVERNMENT FUNDING

This letter of agreement executed by and between the Dearborn Board of Education (hereinafter referred to as the "Board"), and the Dearborn School Employees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the above mentioned parties agree as follows:

WHEREAS, The Dearborn Board of Education and the Dearborn School Employees Independent Union are parties to a Collective Bargaining Agreement, and

WHEREAS, The Dearborn Board of Education has employees for whom the funds for employment are funded by the government, and

WHEREAS, The Dearborn Board of Education and the Dearborn School Employees Independent Union are desirous of clarifying the rights, duties and responsibilities of said employees in government funded programs.

NOW THEREFORE,

BE IT RESOLVED, That all employees of the Dearborn Board of Education hired pursuant to government funding shall be required as a condition of employment to comply with one or more of the provisions of the Collective Bargaining agreement regarding union security and dues deduction and checkoff.

BE IT FURTHER RESOLVED, That said employees shall not exercise seniority until such time as said employee shall transfer into a regular classification as set forth in the Collective Bargaining Agreement which is not subject to government funding.

BE IT FURTHER MUTUALLY AGREED AND UNDERSTOOD, that said employees shall be eligible for all of the benefits, duties, and responsibilities set forth in the terms of the said Collective Bargaining Agreement, except as to those items which have been modified as a result of any agreements entered into between the Dearborn Board of Education and the government supplying funds.

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

For the Dearborn School Employees
Independent Union

Edward D. Callaghan
Director of
Personnel Services

Alfredo J. Lerini
President, DSEIU

Date

Date

1 LETTER OF AGREEMENT #3
2 BETWEEN
3 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION
4 AND
5 DEARBORN BOARD OF EDUCATION
6
7 CUSTODIAL WORK ASSIGNMENTS
8
9

10 This letter of agreement executed by and between the Dearborn Board of Educa-
11 tion (hereinafter referred to as the "Board"), and the Dearborn School Employ-
12 ees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the
13 above mentioned parties agree as follows:
14
15

16 It is mutually agreed that the following work assignments will be performed
17 only by persons other than Custodial "A" employees:
18

- 19 1. Fluorescent lamp replacements in lighting fixtures. 19
- 20 2. Exterior window cleaning (except for entrance doors and vestibule 20
- 21 side lights). 21
- 22 3. Machine buffing and scrubbing of floors, excluding wet-dry vacuum 22
- 23 pickup limited to small size. 23
- 24 4. Furniture moving, other than within the designated cleaning area. 24
- 25 5. Waste removal by large collection containers (as opposed to waste 25
- 26 baskets) from cleaning areas to incinerators or to exterior col- 26
- 27 lection bins. 27
- 28 6. Grounds maintenance. 28
- 29 7. Cleaning of high areas requiring use of scaffolding and/or lad- 29
- 30 ders. This includes any windows that cannot be reached from the 30
- 31 floor. 31
- 32 8. No custodian shall be required to operate or repair boilers. 32
- 33 Moreover, no custodian shall be required to clean inside boilers. 33
- 34 34
- 35 35
- 36 36
- 37 37
- 38 38
- 39 39
- 40 40
- 41 41
- 42 42
- 43 43

44 For the Board of Education
45 of the School District of the
46 City of Dearborn
47
48
49

50 _____
51 Edward D. Callaghan
52 Director of
53 Personnel Services
54
55

56 _____
Date

44 For the Dearborn School Employees
45 Independent Union
46
47
48
49

50 _____
51 Alfredo J. Lerini
52 President, DSEIU
53
54
55

56 _____
Date

1 LETTER OF AGREEMENT #4 1
2 BETWEEN 2
3 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION 3
4 AND 4
5 DEARBORN BOARD OF EDUCATION 5
6 GRIEVANCE PROCEDURES FOR FOOD SERVICE EMPLOYEES 6
7 7
8 8
9 9

10 This letter of agreement executed by and between the Dearborn Board of Educa- 10
11 tion (hereinafter referred to as the "Board"), and the Dearborn School Employ- 11
12 ees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the 12
13 above mentioned parties agree as follows: 13
14 14

15 DSEIU grievances for Food Service Department employees will be handled in the 15
16 following manner: 16
17 17

18 Informal Stage: 18
19 19

20 The grievant will discuss the alleged violation of the 20
21 contract with the Supervisor of Food Services. In the 21
22 P-12, the building principal, or at Henry Ford Community 22
23 College, the Manager of Auxiliary Services, may be present 23
24 at their option. 24
25 25

26 If this matter is not resolved informally, the written grievance (Step 1) will 26
27 be submitted to the building principal by a P-12 grievant or the Business 27
28 Manager by a Henry Ford Community College grievant. 28
29 29

30 Steps 2 through 4 of the grievance procedure will be followed as stated in the 30
31 DSEIU contract. 31
32 32
33 33

34 For the Board of Education 34
35 of the School District of the 35
36 City of Dearborn 36
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For the Dearborn School Employees 34
Independent Union 35
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40 _____ 40
41 Edward D. Callaghan 41
42 Director of 42
43 Personnel Services 43
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_____ 40
Alfredo J. Lerini 41
President, DSEIU 42
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_____ 40
Date 41
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_____ 40
Date 41
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1 LETTER OF AGREEMENT #5 1
2 BETWEEN 2
3 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION 3
4 AND 4
5 DEARBORN BOARD OF EDUCATION 5
6 DSEIU PRESIDENTIAL RELEASE TIME 6
7
8
9

10 This letter of agreement executed by and between the Dearborn Board of Educa- 10
11 tion (hereinafter referred to as the "Board"), and the Dearborn School Employ- 11
12 ees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the 12
13 above mentioned parties agree as follows: 13
14

- 15 1. That the president of the D.S.E.I.U. shall, for the period of September 1, 15
16 1989 to August 31, 1992, be granted full release time. 16
17
18 2. That the president will be paid by the district the rate of pay equal to 18
19 the Skilled C classification maximum. 19
20
21 3. That the D.S.E.I.U. will reimburse the district for 33.5% of the presi- 21
22 dent's base salary (including longevity, hours, and license pay, or shift 22
23 premium) and one-half the cost of insurance benefits for the period cited 23
24 above and in addition, the D.S.E.I.U. will reimburse the district an addi- 24
25 tional 16.5% of the president's base salary (as hereinabove set forth) as 25
26 reimbursement for monies paid by the district for the president's retire- 26
27 ment and social security benefits. 27
28
29 4. That, during the period of full-released time the D.S.E.I.U. president 29
30 will be granted one-half of the sick leave allowance per month applicable 30
31 to the position he/she held immediately prior to assuming full-released 31
32 time. No sick leave will be charged against the D.S.E.I.U. president's 32
33 accumulation during such released time. Immediately upon return to regu- 33
34 lar employment, accrued sick leave balance will be available for use. 34
35
36 5. That no vacation time will be accrued or charged during the period of 36
37 full-released time by the D.S.E.I.U. president. Such vacation time 37
38 earned, but not yet used upon assuming full-released time status will be 38
39 available for use immediately after return to regular employment. 39
40

41 On July 1st, immediately following his/her return to regular employment, 41
42 vacation time awarded for use in the following year will be: 42
43

- 44 a. The pro rata share for the period from the July 1st preceding, to the 44
45 date of assumption of full-released time. 45
46
47 b. The pro rata share for the period of return to regular employment to 47
48 the June 30th immediately following. 48
49
50 6. That during the term of this agreement the president of the D.S.E.I.U. may 50
51 exercise a transfer privilege in the event of an opening for purposes of 51
52 determining the location to which he/she may return upon leaving office. 52
53
54 7. That the president of the D.S.E.I.U., upon leaving office with reasonable 54
55 notice, shall have the right to return to his/her immediately preceding 55
56 work assignment, if such assignment is in existence at the time. If such 56
57 assignment is not then in existence, the erstwhile president shall be 57
58 permitted to bump any person in his/her most recent classification 58

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provided he/she has the seniority to do so and the qualifications to do the work. An employee thus bumped shall have the opportunity to exercise his/her seniority under 6C.

8. That this agreement shall be subject to mutual revision at the end of each contract period.

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

Edward D. Callaghan
Director of
Personnel Services

Date

For the Dearborn School Employees
Independent Union

Alfredo J. Lerini
President, DSEIU

Date

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1 LETTER OF AGREEMENT #6 1
2 BETWEEN 2
3 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION AND 3
4 DEARBORN BOARD OF EDUCATION 4
5
6 DUAL/COORDINATED BENEFITS 6
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8
9

10 This letter of agreement executed by and between the Dearborn Board of Educa- 10
11 tion (hereinafter referred to as the "Board"), and the Dearborn School Employ- 11
12 ees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the 12
13 above mentioned parties agree as follows: 13
14

15 The parties agree that persons receiving dual and/or coordinated benefits as 15
16 of September 1, 1982, shall be allowed to continue unless the Administration 16
17 and the individual mutually agree to terminate this arrangement of coverage. 17
18 No other persons shall be so entitled. 18
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24 For the Board of Education 24
25 of the School District of the 25
26 City of Dearborn 26
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24 For the Dearborn School Employees 24
25 Independent Union 25
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30 _____ 30
31 Edward D. Callaghan 31
32 Director of 32
33 Personnel Services 33
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30 _____ 30
31 Alfredo J. Lerini 31
32 President, DSEIU 32
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35 _____ 35
36 Date 36

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35 _____ 35
36 Date 36

1 LETTER OF AGREEMENT #7
2 BETWEEN
3 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION
4 AND
5 DEARBORN BOARD OF EDUCATION
6
7 HFCC TUITION WAIVER
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9

10
11 This letter of agreement executed by and between the Dearborn Board of Educa-
12 tion (hereinafter referred to as the "Board"), and the Dearborn School Employ-
13 ees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the
14 above mentioned parties agree as follows:
15

16 It is mutually understood that all members of the DSEIU and their immedi-
17 ate family members (defined as including spouse and dependent children under
18 age 25, claimed on the employee's IRS Income Tax Return or based on a divorce
19 court judgment) shall be eligible for free tuition for credit courses offered
20 by Henry Ford Community College. This grant will not cover lab fees or any
21 other fees.
22

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25
26 For the Board of Education
27 of the School District of the
28 City of Dearborn
29

26 For the Dearborn School Employees
27 Independent Union
28

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32 _____
33 Edward D. Callaghan
34 Director of
35 Personnel Services
36

32 _____
33 Alfredo J. Lerini
34 President, DSEIU
35

36
37
38 _____
Date

37
38 _____
Date

LETTER OF AGREEMENT #8
BETWEEN
DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION AND
DEARBORN BOARD OF EDUCATION

STOCK CLERK CHECKER LAY-OFF PROCEDURE

This letter of agreement executed by and between the Dearborn Board of Education (hereinafter referred to as the "Board"), and the Dearborn School Employees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the above mentioned parties agree as follows:

It is mutually agreed by the parties that for the duration of this contract the following employees shall not be removed through reduction in force from positions of stock clerk checkers at the general warehouse. In the event of a vacancy, the current contract language will prevail.

Joseph Liwak

Robert Steckroth

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

For the Dearborn School Employees
Independent Union

Edward D. Callaghan
Director of
Personnel Services

Alfredo J. Lerini
President, DSEIU

Date

Date

1 LETTER OF AGREEMENT #9 1
2 BETWEEN 2
3 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION 3
4 AND 4
5 DEARBORN BOARD OF EDUCATION 5
6 SUMMER BUS DRIVER POSITIONS 6
7 7
8 8
9 9

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11
12 This letter of agreement executed by and between the Dearborn Board of Educa- 12
13 tion (hereinafter referred to as the "Board"), and the Dearborn School Employ- 13
14 ees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the 14
15 above mentioned parties agree as follows: 15
16

17 It is mutually agreed and understood that summer bus driving positions shall 17
18 be filled in the following manner and order of priority. The Board of Educa- 18
19 tion will post request that any part-time drivers shall notify the Board of 19
20 their interest in summer employment. A summer list will then be compiled in 20
21 rank order of seniority. Summer bus driving positions will then be filled in 21
22 the following order: 22
23

- 24 1. Regular full-time drivers 24
25 2. Regular part-time drivers who have submitted an appropriate let- 25
26 ter of application 26
27 3. Relief bus drivers 27
28 4. Substitute bus drivers 28
29 29
30 30
31 31
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34 34
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36 For the Board of Education 36
37 of the School District of the 37
38 City of Dearborn 38
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36 For the Dearborn School Employees 36
37 Independent Union 37
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42 _____ 41
43 Edward D. Callaghan 42
44 Director of 43
45 Personnel Services 44
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42 _____ 41
43 Alfredo J. Lerini 42
44 President, DSEIU 43
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48 _____ 46
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48 Date 47
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48 _____ 46
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48 Date 47
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LETTER OF AGREEMENT #10
BETWEEN
DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION
AND
DEARBORN BOARD OF EDUCATION
HEALTH BENEFIT COST CONTAINMENT

This letter of agreement executed by and between the Dearborn Board of Education (hereinafter referred to as the "Board"), and the Dearborn School Employees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the above mentioned parties agree as follows:

The parties agree that there is a need to continue to explore the containment of the costs associated with providing health benefit coverage. Accordingly, they agree to continue the committee to investigate cost containment in the health benefit area.

It is further agreed that:

1. Effective September 1, 1989, the District will provide to the D.S.E.I.U. the Blue Cross and Blue Shield of Michigan Predetermination of Hospital Stay health benefit rider PRE-100/20 as described in benefit brochure CF 6442 of June, 1986.
2. Effective September 1, 1989, the District will provide to the D.S.E.I.U. the Blue Cross and Blue Shield of Michigan Mandatory Second Surgical Opinion health benefit riders PCES and PCES II.
3. Effective September 1, 1989, the District will provide the D.S.E.I.U. the Voluntary Employee Assistance Plan as recommended by the EAP Committee.
4. Effective September 1, 1989, the District will provide to the D.S.E.I.U. a Recovery Incentive Program designed to provide a cash incentive to employees who discover and arrange for recovery of overcharges made on their own hospital bills which in turn result in a savings of benefit dollars. Details and implementation of the plan will be determined by the Health Care Cost Containment Committee.

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

For the Dearborn School Employees
Independent Union

Edward D. Callaghan
Director of
Personnel Services

Alfredo J. Lerini
President, DSEIU

Date

Date

1 LETTER OF AGREEMENT #11 1
2 BETWEEN DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION 2
3 AND 3
4 DEARBORN BOARD OF EDUCATION 4
5 FULL-TIME TO PART-TIME JOB RATIO 5
6
7
8

9 This letter of agreement executed by and between the Dearborn Board of Educa- 9
10 tion (hereinafter referred to as the "Board"), and the Dearborn School Employ- 10
11 ees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the 11
12 above mentioned parties agree as follows: 12
13

- 14 A. The D.S.E.I.U. recognizes the right of the District to eliminate full time 14
15 positions and the District recognizes the position of the D.S.E.I.U. that 15
16 it wishes to maintain as near as possible the current ratio of full time 16
17 to part time positions. Accordingly, it is agreed that for the life of 17
18 this agreement the District will make every effort to maintain a ratio of 18
19 full time to part time jobs which will not fall below the current ratio of 19
20 full time jobs to part time jobs. 20
21
22 B. Should the District choose to add additional part time jobs over and above 22
23 the current number (324) which do not result in the elimination of full 23
24 time jobs the additional part time jobs shall not count against the ratio 24
25 in paragraph A. 25
26
27 C. The provisions of paragraphs A and B shall not be applicable in the case 27
28 of layoffs. 28
29
30
31

32 For the Board of Education For the Dearborn School Employees 32
33 of the School District of the Independent Union 33
34 City of Dearborn 34
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37
38 _____ Alfredo J. Lerini 38
39 Director of President, DSEIU 39
40 Personnel Services 40
41
42
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44 _____ Date 44
45 Date 45

1 LETTER OF AGREEMENT #12 1
2 BETWEEN 2
3 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION 3
4 AND 4
5 DEARBORN BOARD OF EDUCATION 5
6
7 CUSTODIAL C VACANCIES 7
8
9

10 This letter of agreement executed by and between the Dearborn Board of Educa- 10
11 tion (hereinafter referred to as the "Board"), and the Dearborn School Employ- 11
12 ees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the 12
13 above mentioned parties agree as follows: 13
14

15 Custodial C positions shall be filled from either Custodial B-1, B-2 or A, 15
16 based upon seniority and ability without regard to classification or 16
17 full/part-time status. Employees interested in a promotion to B-1 or B-2 17
18 positions will indicate interest with a letter of intent. 18
19
20
21
22

23 For the Board of Education
24 of the School District of the
25 City of Dearborn
26
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28

23 For the Dearborn School Employees
24 Independent Union
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28

29 _____
30 Edward D. Callaghan
31 Director of
32 Personnel Services
33
34

29 _____
30 Alfredo J. Lerini
31 President, DSEIU
32
33
34

35 _____
Date

35 _____
Date

1 LETTER OF AGREEMENT #13 1
2 BETWEEN DEARBORN BOARD OF EDUCATION 2
3 AND 3
4 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION 4
5 INCENTIVE PAY CLARIFICATION 5
6 6
7 7
8 8

9 For purposes of clarification, this letter of agreement is executed by and 9
10 between the Dearborn Board of Education (hereinafter referred to as the 10
11 "Board"), and the Dearborn School Employees Independent Union (hereinafter 11
12 referred to as the D.S.E.I.U.). Whereas the above mentioned parties agree to 12
13 the following clarification: 13
14 14
15 15
16 16
17 17

18 That it is understood that those employees who are absent six (6) sick days or 18
19 more will not automatically be ineligible for the 1% attendance incentive set 19
20 forth in Schedule B of the 1989-92 labor agreement. That is, if any of the 20
21 six (6) or more sick days are the result of hospitalization for illness or 21
22 injury or bereavement time for the death of an immediate family member 22
23 (spouse, child, parent, grandparent, brother or sister) then those absent days 23
24 will, when verified, be subtracted from the total sick days for purposes of 24
25 the 1% incentive pay under Schedule B. 25
26 26
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32 For the Board of Education 32
33 of the School District of the 33
34 City of Dearborn 34
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38 _____ 38
39 Edward D. Callaghan 39
40 Director of 40
41 Personnel Services 41
42 42
43 43

_____ 43
Date

32 For the Dearborn School Employees 32
33 Independent Union 33
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38 _____ 38
39 Alfredo J. Lerini 39
40 President, DSEIU 40
41 41
42 42
43 43

_____ 43
Date

1 LETTER OF AGREEMENT #14
2 BETWEEN
3 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION
4 AND
5 DEARBORN BOARD OF EDUCATION
6
7 BENEFITS COMMITTEE
8
9

10
11 This letter of agreement executed by and between the Dearborn Board of Educa-
12 tion (hereinafter referred to as the "Board"), and the Dearborn School Employ-
13 ees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the
14 above mentioned parties agree as follows:
15

16 That the DSEIU and the Board agree to form a Committee to study and make rec-
17 ommendation to:
18

- 19 1. reduce health care, optical and dental costs,
20 2. improve delivery of benefits, and
21 3. enhance benefits in a cost effective way.
22

23 The Committee will make its written recommendations to the Union President and
24 the Associate Superintendent for Administrative Services no later than June
25 15, 1990. The Committee shall consist of a total of six (6) individuals,
26 including the DSEIU President and the Associate Superintendent for Administra-
27 tive Services or his designee, two (2) individuals appointed by the DSEIU
28 President, and two (2) individuals appointed by the Director of Personnel
29 Services.
30
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37 For the Board of Education
38 of the School District of the
39 City of Dearborn
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43 _____
44 Edward D. Callaghan
45 Director of
46 Personnel Services
47
48

49 _____
50 Date
51

37 For the Dearborn School Employees
38 Independent Union
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43 _____
44 Alfredo J. Lerini
45 President, DSEIU
46
47

48 _____
49 Date
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1 LETTER OF AGREEMENT #15
2 BETWEEN
3 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION
4 AND
5 DEARBORN BOARD OF EDUCATION
6
7 EMPLOYEE ADVISORY TEAMS
8
9

10
11 This letter of agreement executed by and between the Dearborn Board of Educa-
12 tion (hereinafter referred to as the "Board"), and the Dearborn School Employ-
13 ees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the
14 above mentioned parties agree as follows:
15

16 That the parties establish the listed below Employee Advisory Teams:
17

- 18 1. Clerical/Technical
- 19 2. Food Services
- 20 3. Instructional Aides
- 21 4. Plant Operations
- 22 5. Trades
- 23 6. Transportation
- 24

25 Membership on the Employee Advisory Teams shall consist of two members
26 appointed by the President of the DSEIU and two members appointed by the
27 Director of Personnel Services. Teams 1, 2, and 3 shall meet on the last
28 Friday of September, November, February and April of each contract year.
29 Teams 4, 5, and 6 shall meet on the second last Friday of September, November,
30 February and April of each contract year. They will also meet on an as needed
31 basis, as mutually determined by the President of the DSEIU and the Director
32 of Personnel Services.
33

34 The primary responsibility of each Employee Advisory Team is to identify
35 employee related concerns and recommend appropriate fact-finding recommenda-
36 tions. Each team should make an attempt to anticipate problems and resolve
37 them in a timely fashion to avoid any conflict that is not in the best inter-
38 est of the DSEIU and the Dearborn of Education.
39

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41 For the Board of Education
42 of the School District of the
43 City of Dearborn
44

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41 For the Dearborn School Employees
42 Independent Union
43

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47 _____
48 Edward D. Callaghan
49 Director of
50 Personnel Services

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47 _____
48 Alfredo J. Lerini
49 President, DSEIU

50
51
52 _____
53 Date

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52 _____
53 Date

1 LETTER OF AGREEMENT #16 1
2 BETWEEN 2
3 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION 3
4 AND 4
5 DEARBORN BOARD OF EDUCATION 5
6 FAVORED WORK PROGRAM 6
7
8
9

10
11 This letter of agreement executed by and between the Dearborn Board of Educa- 11
12 tion (hereinafter referred to as the "Board"), and the Dearborn School Employ- 12
13 ees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the 13
14 above mentioned parties agree as follows: 14
15

- 16
17 1. That an employee who is either eligible for or is receiving Workers' Com- 17
18 pensation benefits is eligible for inclusion in the Favored Work Program. 18
19
20 2. That such an employee will be placed in a favored work job only upon the 20
21 written recommendation of a physician (whose area of practice renders the 21
22 physician appropriate to make such a recommendation) from Oakwood Hospi- 22
23 tal, Henry Ford Hospital or University of Michigan Hospital. 23
24
25 3. That an eligible employee placed in a favored work job has the option, 25
26 after twelve (12) calendar months in such a job, of discontinuing their 26
27 participation in the Favored Work Program. 27
28
29 4. That where feasible, an eligible employee who is placed on a favored work 29
30 job, will be placed in his former work area to the extent such an assign- 30
31 ment is also compatible with the recommending physician's restrictions. 31
32
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38 For the Board of Education 38
39 of the School District of the 39
40 City of Dearborn 40
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38 For the Dearborn School Employees 38
39 Independent Union 39
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44 _____ 44
45 Edward D. Callaghan 45
46 Director of 46
47 Personnel Services 47
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44 _____ 44
45 Alfredo J. Lerini 45
46 President, DSEIU 46
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49 _____ 49
50 Date 50
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49 _____ 49
50 Date 50
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1 LETTER OF AGREEMENT #17 1
2 BETWEEN 2
3 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION 3
4 AND 4
5 DEARBORN BOARD OF EDUCATION 5
6 RELIEF WORKERS 6
7
8
9

10 This letter of agreement executed by and between the Dearborn Board of Educa- 10
11 tion (hereinafter referred to as the "Board"), and the Dearborn School Employ- 11
12 ees Independent Union (hereinafter referred to as the D.S.E.I.U.), whereas the 12
13 above mentioned parties agree as follows: 13
14

- 15 1. Each building engineer shall, on a timely basis, provide a calendar of 15
16 events of overtime opportunities for employees temporarily assigned out- 16
17 side of their building. 17
18
- 19 2. Any employee who serves as a relief worker outside of their assigned 19
20 building shall be considered an employee of that building for purposes of 20
21 planned overtime activities. 21
22
- 23 3. Any employee on temporary assignment outside of their building (relief 23
24 grounds, laborer, BOS trainee, etc.), shall notify their respective build- 24
25 ing engineer of their interest in overtime opportunities. 25
26
- 27 4. Any employee who serves as a relief worker outside of their building shall 27
28 notify their building engineer of their availability to work overtime at 28
29 least two days before the scheduled event is to occur. 29
30
- 31 5. All unplanned or incidental overtime shall be offered to employees tempo- 31
32 rarily assigned outside of their building provided said employee is avail- 32
33 able to work said overtime at the time they are contacted by their 33
34 building engineer. 34
35
- 36 6. Any employee who initially agrees, but fails to work overtime as described 36
37 herein, other than the legitimate use of sick time, shall forfeit their 37
38 right to work any subsequent overtime for the next twenty-four (24) hours 38
39 of available overtime. 39
40
- 41 7. Any employee who serves as a relief worker outside of their assigned 41
42 building shall inform their home base building engineer of all relief 42
43 overtime worked. These relief hours will not be factored in calculating 43
44 the equalization of overtime, as described in Article 17 of the DSEIU 44
45 Labor Agreement. 45

1 For the Board of Education
2 of the School District of the
3 City of Dearborn
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7 _____
8 Edward D. Callaghan
9 Director of
10 Personnel Services
11
12 _____
13 Date
14

For the Dearborn School Employees
Independent Union
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7 _____
8 Alfredo J. Lerini
9 President, DSEIU
10
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12 _____
13 Date
14

LETTER OF AGREEMENT #18
BETWEEN DEARBORN BOARD OF EDUCATION
AND
DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION
SKILLED TRADES APPRENTICESHIP PROGRAM

The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn School Employees Independent Union (hereinafter referred to as the DSEIU), mutually agree pursuant to the provisions of Section D of Article X entitled "Present Practices" as follows:

1. That the Board will add the Metal Mechanic, Glazier, Motor Mechanic, and Mason skilled trade areas to the apprenticeship program. In addition, the Roofer/General Trades area will be deleted from the apprenticeship program.
2. That Roofer Robert Sharp will be reclassified as a Metal Mechanic, Skilled C, effective September 1, 1990.
3. That Roofer Apprentice Richard Papp will be reclassified as a Glazier, Skilled B, effective September 1, 1990.
4. That the Board will contract out all roofing activities.
5. That the above recommendations (1 through 4) and all other recommendations of the joint Labor-Management Apprenticeship Committee dated July 26, 1989 will be operational effective September 1, 1990. The parties further agree that this eleven-page document entitled "Dearborn Public Schools Building Services Skilled Trades Apprenticeship Program Rules and Regulations" will be incorporated as part of this letter of agreement.

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

For the Dearborn School Employees
Independent Union

Edward D. Callaghan
Director of
Personnel Services

Alfredo J. Lerini
President, DSEIU

Date

Date

LETTER OF AGREEMENT #19
BETWEEN DEARBORN BOARD OF EDUCATION
AND
DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION
ATTENDANCE IMPROVEMENT COMMITTEE

The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn School Employees Independent Union (hereinafter referred to as the DSEIU), whereas the above mentioned parties agree as follows:

1. To establish an attendance review committee consisting of two members of the DSEIU as designated by the DSEIU President and two members of the Administration designated by the Director of Personnel Services.
2. This committee will meet any DSEIU member who has a poor attendance record. The committee will establish an Attendance Improvement Plan (AIP) as a means of reversing the employee's poor attendance record.
3. This committee will also evaluate existing attendance programs from other public school districts as well as private industry in order to assist it in submitting specific written recommendations to the Superintendent. These recommendations will be designed to improve the attendance records of all DSEIU members. These recommendations will be submitted to the Superintendent/HFCC President no later than October 15, 1990.
4. Recommendations of the Attendance Review Committee will be implemented unless rejected by the Superintendent/HFCC President and/or the DSEIU membership.

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

For the Dearborn School Employees
Independent Union

Edward D. Callaghan
Director of
Personnel Services

Alfredo J. Lerini
President, DSEIU

Date

Date

1 LETTER OF AGREEMENT #20 1
2 BETWEEN DEARBORN BOARD OF EDUCATION 2
3 AND 3
4 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION 4
5 UNCLASSIFIED SECRETARIES - HFCC 5
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10 The Dearborn Board of Education (hereinafter referred to as the Board), 10
11 and the Dearborn School Employees Independent Union (hereinafter referred to 11
12 as the DSEIU), whereas the above mentioned parties agree as follows: 12
13

14 Each Secretary V assigned to Henry Ford Community College as of February 1, 14
15 1991 will be reclassified. Each Secretary V will become an unclassified sec- 15
16 retary effective February 1, 1991. 16
17

18 With the exception of the Henry Ford Community College President's secretary, 18
19 DSEIU bargaining unit members shall be given priority consideration in filling 19
20 non-union secretarial positions at Henry Ford Community College pursuant to 20
21 the provisions of Article 6D2f. 21
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27 For the Board of Education 27
28 of the School District of the 28
29 City of Dearborn 29
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For the Dearborn School Employees 27
Independent Union 28
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33 _____ 33
34 Edward D. Callaghan 34
35 Director of 35
36 Personnel Services 36
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Alfredo J. Lerini 34
President, DSEIU 35
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39 _____ 39
Date

_____ 39
Date

1 LETTER OF AGREEMENT #21 1
2 BETWEEN DEARBORN BOARD OF EDUCATION 2
3 AND 3
4 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION 4
5 PAYMENT OF 1989-90 WAGE INCREASE 5
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10 The Dearborn Board of Education (hereinafter referred to as the Board), 10
11 and the Dearborn School Employees Independent Union (hereinafter referred to 11
12 as the DSEIU), whereas the above mentioned parties agree as follows: 12
13

14 The first year increase of 4.5% will not be applied to hours worked in excess 14
15 of forty (40) hours per week from September 1, 1989 through May 18, 1990. 15
16

17 Each bargaining unit member will receive their retroactive pay in a separate 17
18 check on Friday, May 25, 1990. 18
19

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26 For the Board of Education
27 of the School District of the
28 City of Dearborn
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26 For the Dearborn School Employees
27 Independent Union
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32 _____
33 Edward D. Callaghan
34 Director of
35 Personnel Services
36

31
32 _____
33 Alfredo J. Lerini
34 President, DSEIU
35

36
37 _____
38 Date

36
37 _____
38 Date

1 LETTER OF AGREEMENT #22 1
2 BETWEEN DEARBORN BOARD OF EDUCATION 2
3 AND 3
4 DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION 4
5 DENTAL AND OPTICAL COVERAGE 5
6 6
7 7
8 8
9 9

10 The Dearborn Board of Education (hereinafter referred to as the Board), 10
11 and the Dearborn School Employees Independent Union (hereinafter referred to 11
12 as the DSEIU), whereas the above mentioned parties agree as follows: 12
13 13
14 14

15 The parties agree that there will be no diminution of dental or optical cover- 15
16 age during the term of the 1989-92 collective bargaining agreement. The Class 16
17 II benefits in the dental coverage will be increased 65% with 35% to be paid 17
18 by the employee. 18
19 19
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25 For the Board of Education 25
26 of the School District of the 26
27 City of Dearborn 27
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For the Dearborn School Employees 25
Independent Union 26
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31 _____ 31
32 Edward D. Callaghan 32
33 Director of 33
34 Personnel Services 34
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Alfredo J. Lerini 32
President, DSEIU 33
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_____ 36
Date 37

_____ 36
Date 37

DIRECTORY

DEARBORN BOARD OF EDUCATION

4824 Lois Avenue
Dearborn, MI 48126
HOTLINE: (313) 581-0808

DEARBORN SCHOOL EMPLOYEES INDEPENDENT UNION

13732 Michigan Avenue
Dearborn, Michigan 48126
(313) 584-8085, 584-8086

BLUE CROSS/BLUE SHIELD OF MICHIGAN

600 Lafayette East (8 hours -- Group 67799-000)
Detroit, MI 48226 (4.1-7.9 hours -- Group 67799-001)
(313) 225-8100

HEALTH ALLIANCE PLAN

2850 W. Grand Boulevard
Detroit, MI 48202
(313) 872-8100 (Group 280)

HEALTH CARE NETWORK

26900 W. Eleven Mile
Southfield, MI 48086
(313) 354-7450

DELTA DENTAL OF MICHIGAN

P.O. Box 30416
Lansing, MI 48909-7916
1-800-292-0604 (Group 2338-001)

VISION SERVICE PLAN

673 Mohawk Street
Columbus, Ohio 43216
1-800-225-5877 (Group 10680003)

FT. DEARBORN LIFE INSURANCE CO.

900 Wilshire Drive
Troy, MI 48084
(313) 244-8800 (Group M00713-0001)

MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM

P.O. Box 30026
Lansing, MI 48909
(517) 322-6000

EMPLOYEE ASSISTANCE PLAN

24 Hour Service
HEALTH MANAGEMENT SYSTEMS
20811 Kelly Road, Suite 107
East Detroit, Michigan 48021
(313) 226-3050



