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8/31/92

Agreement between The Dearborn Board Of Education

And the Dearborn Schools Operating Engineers Association

Dearborn Public Schools



1989-92

DEARBORN PUBLIC SCHOOLS
4824 LOIS AVENUE
DEARBORN, MICHIGAN 48126

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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

THIS AGREEMENT is made and entered into on this 24th day of April, 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'S OPERATING ENGINEERS ASSOCIATION, hereinafter referred to as the Association.

PURPOSE AND INTENT

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

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

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

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

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

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

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

1 ARTICLE I - RECOGNITION 1

2
3 Pursuant to and in accordance with all applicable provisions of Act 336 of the 3
4 Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the 4
5 Employer hereby recognizes the Association as the exclusive representative for 5
6 the purpose of collective bargaining in respect to rates of pay, wages, hours 6
7 of employment, grievance procedure or other conditions of employment, for the 7
8 term of this Agreement, of all employees of the Employer included in the fol- 8
9 lowing bargaining unit: 9

10
11 All Engineers and Assistant Engineers classified by the Employer as Engineer 10
12 A, B, C, or D; excluding all other supervisors, teaching personnel and all 11
13 other employees. 12
14 13

15 ARTICLE II - UNION SECURITY 15

- 16 16
17 A. Employees covered by this Agreement (hereinafter called "employee or 17
18 employees") shall be required as a condition of employment to become mem- 18
19 bers of the Association within thirty (30) days of the date of execution 19
20 of this Agreement and to remain members in good standing, or to pay a 20
21 service charge to the Association equivalent to the union dues. 21
22 22
23 B. Employees hired, rehired, reinstated or transferred into the bargaining 23
24 unit after the date of execution of this Agreement shall be required as a 24
25 condition of continuing employment to become members of the Association 25
26 within ten (10) days after the 30th day following the beginning of their 26
27 employment and remain members in good standing, or to pay a service charge 27
28 to the Association equivalent to the periodic dues. 28
29 29
30 C. Any employee who does not tender either the periodic Association dues to 30
31 the Association, or an amount equivalent thereto as a service charge, 31
32 shall not be retained in the bargaining unit and employment with Employer 32
33 will be terminated. No employee shall be terminated under this Article, 33
34 however, unless: 34
35 35
36 1. The Association first has notified the employee by letter addressed to 36
37 the employee's last known address concerning such delinquency, indi- 37
38 cating the amount due and warning the employee that unless such delin- 38
39 quency is corrected within seven (7) days he/she will be reported to 39
40 the Employer for termination from employment as provided herein; 40
41 41
42 2. The Association has furnished the Employer with a copy of the letter 42
43 sent to the employee and notice that the employee has not complied 43
44 with the Association's request. When requesting the Employer to ter- 44
45 minate the employee, the Association shall further specify the follow- 45
46 ing by written notice. 46
47 47

48 "The Association certifies that 48
49 49

50 _____ 50
51 (Name) 51
52 52

53 has failed to tender either the periodic and uniformly required 53
54 Association dues or an amount equivalent thereto as a service 54

charge, required as a condition of continued employment under the collective bargaining agreement and demands that, under the terms of the Agreement, the Employer shall terminate this employee."

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

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

ARTICLE III - CHECK OFF

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

"Authorization for Check Off Dues

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

I hereby revoke any and all prior authorizations for check off of dues to any union or any scholarship fund. I hereby assign to the DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION from any wages earned or to be earned by me as your employee (in my present or in any future employment by you) such sums as the FINANCIAL OFFICER of the DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION may certify as due and owing from me as membership dues, or an amount equivalent thereto as a service charge (but not including an initiation or reinstatement fee), in such sums as may be established from time to time by said Association in accordance with the constitution of said Association, but not less than \$5.00 monthly. I authorize and direct you to deduct such amounts from my pay and to remit same to the Association, at such times and in such manner as may be agreed upon between you and the Association at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable until August 10 of each contract year. It shall be revocable between August 10 and August 31 of each contract year, by written notice to

1 the Employer and the Association. I agree and direct that this
2 assignment, authorization and direction shall be automatically
3 renewed, and shall be irrevocable for successive periods of one (1)
4 year each, unless written notice is given by me to the Employer and
5 the Association between August 10th and August 31st, inclusive, of
6 each successive year.
7

8
9 _____
10 Signature of Employee

_____ 8
Address of Employee 9

11
12 _____
13 Type or print name of Employee

_____ 11
City State 12

14
15 _____
16 Date of Signature

_____ 13
Social Security No. 14

17
18 The Employer, in its sole discretion, may accept any other form of author-
19 ization which is satisfactory to Employer and Association. 20
21

- 22 B. The Employer will deduct current membership dues, or an amount equivalent 22
23 thereto as a service charge, from the pay of employees furnishing such 23
24 authorization for the first pay period ending in the calendar month. If 24
25 the employee has no pay coming for such first pay period, such dues or 25
26 service charges shall be deducted from the employee's pay for the first 26
27 pay period ending the following month. The initial deduction from the pay 27
28 of an employee signing a new authorization shall be from the first pay 28
29 period of the month following the date of authorization, except that no 29
30 deduction shall be made from the first pay received by new employees. 30
31
- 32 C. All sums deducted shall be remitted to the treasurer of the Association no 32
33 later than the Tuesday after the first pay of the month in which such 33
34 deductions are made, the same to be by them allocated and distributed in 34
35 accordance with the constitution, laws and regulations of the Association. 35
36
- 37 D. In cases where a deduction is made which duplicates a payment already made 37
38 to the Association by an employee, or where a deduction is not in confor- 38
39 mity with the provisions of the Association constitution and by-laws, 39
40 refunds to the employee will be made by the Association. 40
41
- 42 E. Each remittance shall be accompanied by an itemized list of persons for 42
43 whom regular deductions were made. 43
44
- 45 F. The Association will protect and save harmless the Employer from any and 45
46 all claims, demands, suits and other forms of liability by reason of 46
47 action taken or not taken by the Employer for the purpose of complying 47
48 with this Article of this Agreement. 48
49

50 ARTICLE IV - GRIEVANCE PROCEDURE 50
51

- 52 4A. A grievance is a complaint by an employee in the bargaining unit and/or 52
53 the Association concerning any alleged violation of this Agreement. 53

1 The employee will first discuss the grievance with his/her supervisor on 1
2 an informal basis. The employee may be accompanied by the Association 2
3 representative. 3
4

5 4B. If the matter is not resolved, all grievances will be handled in the 5
6 following manner: 6

7 Step 1 - Within fifteen (15) working days of the occurrence or within 7
8 fifteen working days after a reasonable and prudent person should have 8
9 discovered the facts on which the grievance is based, the employee will 9
10 file a written grievance on the grievance form with his/her supervisor, 10
11 with copies to the Association and the Personnel Department. The super- 11
12 visor will give written reply to the employee filing the grievance within 12
13 ten (10) working days with copies to the Association and the Personnel 13
14 Department. 14
15

16 Step 2 - Within fifteen (15) working days after delivery of the supervi- 16
17 sor's decision, the grievance may be appealed to the grievance committee. 17
18 The appeal shall be in writing and shall set forth specifically the act 18
19 or condition and the grounds on which the grievance is based. Within 19
20 fifteen (15) working days after delivery of the appeal, the committee, 20
21 consisting of two members designated by the DSOEA and two members desig- 21
22 nated by the Administration, shall investigate the grievance. As part of 22
23 this investigation, the committee shall give the person or persons who 23
24 presented the grievance at Step 1 a formal hearing in order to ascertain 24
25 facts regarding the grievance. Within fifteen (15) working days after 25
26 the hearing the committee will forward its decision and/or recommenda- 26
27 tions in writing, together with reasons, to the Association and the Per- 27
28 sonnel Department. 28
29

30 Step 3 - Within fifteen (15) working days after delivery of the grievance 30
31 committee's decision, the grievance may be appealed to the Superinten- 31
32 dent. The appeal shall be in writing and shall set forth specifically 32
33 the act or condition and the grounds on which the grievance is based. 33
34 Within fifteen (15) working days after delivery of the appeal, the Super- 34
35 intendent or Superintendent's representative shall investigate the griev- 35
36 ance. As part of this investigation, the Superintendent or 36
37 Superintendent's representative shall give the person or persons who 37
38 presented the grievance at Step 2 a hearing in the presence of the Asso- 38
39 ciation representative. Within fifteen (15) working days after the hear- 39
40 ing, the Superintendent or the Superintendent's representative shall 40
41 communicate the decision in writing, together with reasons, to the 41
42 aggrieved employee and to the Association. 42
43

44 Step 4 - If the Association is dissatisfied with the decision of the 44
45 Superintendent, the Association may refer the matter to arbitration by 45
46 delivering written notice of its desire to arbitrate to the Superinten- 46
47 dent of Schools and the American Arbitration Association within ten (10) 47
48 working days after the Association's receipt of the decision of the 48
49 Superintendent. The arbitrator shall be selected from the rolls of the 49
50 American Arbitration Association and the arbitration shall be conducted 50
51 under the rules of the American Arbitration Association. The fees and 51
52 expenses of the arbitrator shall be shared equally by the Board of Educa- 52
53 tion and the Association. The arbitrator shall confine the decision to 53
54 the sole question of whether or not there has been a violation of this 54
55 Agreement and, if he/she finds a violation, the appropriate relief. 55

1	The arbitrator's award shall be final and binding on the Board and the	1
2	Association and any employees involved unless the Board of Education, by	2
3	vote of at least two-thirds (2/3) of its members taken within twenty (20)	3
4	working days after receipt of the arbitrator's decision, shall elect to	4
5	treat the award as advisory rather than final or binding. In such event	5
6	the award shall not be final and binding but shall be advisory only.	6
7		7
8	4C. If, in the judgment of the Association, a grievance affects a group or	8
9	class of employees, the Association may submit such grievance in writing	9
10	directly at Step 1. The grievance must be presented within fifteen (15)	10
11	working days of the occurrence of the facts on which the grievance is	11
12	based.	12
13		13
14	4D. Failure at any step of the grievance procedure to communicate the deci-	14
15	sion on a grievance within the specified time limits shall permit lodging	15
16	an appeal at the next step of the procedure within the same time which	16
17	would have been allotted had the decision been given; provided, however,	17
18	that if the decision is not made and communicated to the employee and the	18
19	Association; for this purpose any notice postmarked within the time lim-	19
20	its and mailed to the employee and the Association at its last known	20
21	address shall be within the time limits; further, in connection with an	21
22	Association grievance, no employee need be notified.	22
23		23
24	4E. 1. Failure to commence to process the grievance within the time limits	24
25	set forth above shall bar the grievance.	25
26		26
27	2. Failure to appeal a decision to the next step within the time limits	27
28	set forth above shall constitute acceptance of the last written decision	28
29	and shall bar future action on that particular grievance.	29
30		30
31	4F. Any individual employee may present a grievance and have the grievance	31
32	adjusted without intervention of the Association if the adjustment is not	32
33	inconsistent with the terms of this Agreement, providing the Association	33
34	has been given an opportunity to be present at such adjustment at all	34
35	steps.	35
36		36
37	4G. An Association representative may be present at all steps of the griev-	37
38	ance procedure. In the event an Association representative is not	38
39	present or does not consent to the resolution of the grievance, any set-	39
40	tlement shall not be used by either party in any other grievance or arbi-	40
41	tration proceeding.	41
42		42
43	4H. Any agreement reached through the grievance procedure will be implemented	43
44	promptly.	44
45		45
46	4I. The time limits referred to in 4E 1 and 2, above, and in 4B, may be	46
47	waived by the mutual consent of the Association and the Administration.	47
48		48
49	<u>Article V - GRIEVANCE PROCEDURE IN DISCHARGE CASES</u>	49
50		50
51	5A. Where an employee is discharged or suspended, the employee and the Asso-	51
52	ciation shall be promptly notified thereof in writing by the Employer.	52
53		53

- 1 5B. If the employee or the Association wishes to file a grievance in connec- 1
2 tion with such discharge or suspension, they may use the grievance proce- 2
3 dure set forth in Article IV hereof, with the following exceptions: 3
4
5 1. The grievance shall be submitted in writing to the Superintendent 5
6 directly and the processing of such grievance shall be commenced at Step 6
7 3. 7
8
9 2. The grievance must be presented within fifteen (15) days of the date 9
10 on which the employee was discharged, or fifteen (15) days after notifi- 10
11 cation has been sent to the Association, whichever date is later. 11
12
13 5C. In discharge or suspension cases only, appeal of the decision to Step 4 13
14 of the Grievance Procedure may be made by the employee and/or the Associ- 14
15 ation to the American Arbitration Association, provided such appeal is 15
16 made within thirty (30) days after delivery of the decision at Step 3. 16
17 The arbitrator shall be selected and the arbitration shall be conducted, 17
18 under the rules of the American Arbitration Association. The fees and 18
19 expenses of the arbitrator and of the American Arbitration Association 19
20 shall be shared equally by the Employer and the Association or by the 20
21 Employer and the employee if the employee is not represented by the Asso- 21
22 ciation. The decision of the arbitrator shall be final and binding upon 22
23 the employee involved and upon the parties to this Agreement and judgment 23
24 thereon may be entered in any court having jurisdiction. The arbitrator 24
25 shall confine his/her opinion to the sole question of whether the dis- 25
26 charge or suspension was for just cause under this agreement. 26
27
28 5D. Any employee who is reinstated after discharge or suspension which has 28
29 been adjudged to have been unjust or improper, will be returned to work 29
30 on his/her regular job without loss of seniority rights and with full 30
31 back pay less deduction of other earnings for the period in question from 31
32 employment pursued in place of employment with Employer, unless Employer 32
33 and Association agree otherwise or arbitrator decides otherwise. 33
34
35 5E. Nothing in the foregoing shall be construed to empower the arbitrator to 35
36 make any decision amending, changing, subtracting from, or adding to the 36
37 provisions of this agreement. 37
38

39 ARTICLE VI - PROBATIONARY EMPLOYEES AND EMPLOYEES ON PROBATION 39
40

41 A. Probationary Employees: 41
42

- 43 1. Employees newly hired, rehired or initially assigned into this unit 43
44 shall be considered as probationary employees for the first six (6) 44
45 months of employment. The six (6) months may be extended by the 45
46 amount of absence in the period. 46
47
48 2. The Association shall represent the probationary employees for the 48
49 purpose of collective bargaining in respect to rates of pay, wages, 49
50 hours of employment or other conditions of employment as set forth in 50
51 Article I of this Agreement. The Employer shall have the right to 51
52 discharge and discipline probationary employees, and the action is not 52
53 subject to appeal or grievance. 53

1 B. Employees on Probation (not to be confused with Probationary Employees): 1

2
3 1. An employee presently in the unit who has been promoted to a higher 2
4 classification and is assigned in a circumstance listed below shall be 3
5 known as an employee on probation and shall be required to complete 4
6 satisfactorily a probationary period of six (6) months, starting with 5
7 the date of the new assignment. 6
8 7

9 a) When an employee initially moves to the charge of a 8
10 building. 9
11 10

12 b) When an employee is promoted more than one classifica- 11
13 tion at one time. 12
14 13

15 c) When an employee moves from a low-pressure assignment to 14
16 a high-pressure assignment. 15
17 16

18 2. The employee shall be given the reason(s) if it is determined he/she 17
19 did not satisfactorily complete the probationary period. If the 18
20 employee wishes to appeal such a determination, the employee shall be 19
21 entitled to a hearing with the Superintendent or designee, if a P-12 20
22 related job is involved, or the President of HFCC or designee if a 21
23 College job is involved. The decision of the administrator who con- 22
24 ducts the hearing shall be final and not subject to the grievance 23
25 procedure. 24
26 25

27 3. An employee who does not satisfactorily complete the probationary 26
28 period shall return to the previous classification and position on the 27
29 salary schedule, but shall not be guaranteed placement on his/her last 28
30 assignment. 29
31 30

32 ARTICLE VII - SENIORITY AND CLASSIFICATION 31
33 32

34 A. Seniority shall be defined as follows: 33
35 34

36 1. Employment seniority - length of continuous service with Employer. 35
37 36

38 2. Unit seniority - length of service as an engineer. 37
39 38

40 3. Classification seniority - length of service in specific classifica- 39
41 tion, which classifications are set forth in Schedule A. 40
42 41

43 B. Seniority during probationary periods: 42
44 43

45 1. Only when a probationary employee satisfactorily completes the proba- 44
46 tionary period shall he/she be entered on the seniority list and shall 45
47 then rank for unit and classification seniority from the date of 46
48 entering the unit. 47
49 48

50 2. An "employee on probation" shall, after completion of the probationary 49
51 period, have seniority in the new classification from the date of 50
52 promotion. 51
53 52

1	If an "employee on probation" is performing satisfactorily and is	1
2	unable to complete the period of probation because of the closing of a	2
3	building, the "employee on probation" shall be credited with the clas-	3
4	sification seniority actually earned during the period of probation.	4
5		5
6	3. An employee who fails to complete satisfactorily his/her probationary	6
7	period shall accumulate seniority in the unit and in the classifica-	7
8	tion from which the promotion was made.	8
9		9
10	C. An employee demoted to a lower classification shall retain, but not accu-	10
11	minate further, seniority in the higher classification.	11
12		12
13	D. An employee promoted to a higher classification shall retain seniority in	13
14	the former classification and in all classifications lower than the former	14
15	classification, and shall accumulate seniority in all classifications	15
16	lower than the new classification commencing with the date of promotion to	16
17	the new classification.	17
18		18
19	E. An employee who is absent on approved leave shall accumulate seniority in	19
20	the employee's classification.	20
21		21
22	F. An employee not working, but receiving workers' disability benefits for	22
23	any reason because of his/her work for Employer, shall accumulate seniori-	23
24	ty for the period the employee cannot work and is receiving such workers'	24
25	disability benefits and shall receive any salary increases and increments.	25
26		26
27	G. An employee's seniority shall not be affected or interrupted as a result	27
28	of layoffs, injury, illness, leaves of absence, or other causes not due to	28
29	the voluntary act or fault of the employee. However, the employee's	29
30	seniority shall be terminated for any of the following reasons, unless the	30
31	Employer and the Association, by agreement in writing, determine other-	31
32	wise:	32
33		33
34	1. The employee voluntarily quits or resigns.	34
35		35
36	2. The employee is discharged for cause and the discharge is not reversed	36
37	through the grievance procedure.	37
38		38
39	H. An employee moved into a supervisory or administrative job with Employer	39
40	but outside the bargaining unit will continue to accumulate seniority and	40
41	all persons who in the past have been engineers and are now employed in	41
42	other supervisory or administrative positions with Employer will have	42
43	their seniority accumulate during the time they are so employed.	43
44		44
45	I. An employee who is requested to work on a temporary assignment in a higher	45
46	classification shall not accumulate seniority standing in the temporary	46
47	classification.	47
48		48
49	J. The Employer shall, within sixty (60) days after signing of this Agree-	49
50	ment, furnish the Association a seniority schedule containing the name,	50
51	payroll number, employment seniority, unit seniority and seniority by	51
52	classifications of each member of the bargaining unit. Revised schedules	52
53	will be furnished the Association by the Employer every year. The	53
54	Association shall be furnished, upon request, information concerning	54

1 employment date, classifications and rate of pay of any employee to whom
2 this Agreement is applicable.

3
4 ARTICLE VIII - LAYOFF AND RECALL

5
6 A. Layoff

- 7
8 1. When a reduction in force becomes necessary, the Employer shall deter-
9 mine the classifications to be reduced and the number of employees in
10 those classifications to be reduced. 11
- 12 2. Probationary employees and employees on probation within the affected
13 classification(s) shall be the first to be subject to change in clas-
14 sification or layoff. If a further reduction in numbers within a
15 classification is necessary, the least senior employee(s) in the
16 affected classification shall be the next one(s) to be affected by a
17 change in classification or layoff. 18
- 19 3. If any employee who is dislodged by No. 2 above has sufficient senior-
20 ity as an engineer to retain employment in the unit, the employee may
21 "bump" into any other classification in which the employee has senior-
22 ity provided the employee has sufficient seniority to do so. If the
23 employee has sufficient seniority to do so, he shall displace the
24 employee with the lowest seniority in the classification on the same
25 shift. The employee thus dislodged and any subsequently dislodged
26 shall be accorded the same opportunity to exercise seniority. 27
- 28 4. Any employee dislodged by the "bumping" process must return to the
29 position from which the employee was "bumped" if the job again becomes
30 available unless in the interim the employee was promoted or voluntar-
31 ily transferred, in which case it is optional. 32
- 33 5. The same basic pattern outlined in 1-4 above shall apply to surplus in
34 classification resulting from the closing of a school, except that in
35 the event the engineer in said closed school is not the junior employ-
36 ee in said classification the employee may exercise one (1) of the
37 following two (2) options: 38
- 39 a. the employee may "bump" the junior engineer in the classification
40 on the employee's shift, provided the employee has sufficient
41 seniority to do so; 42
- 43 b. the employee may occupy the vacancy caused by the "bumping" of the
44 junior person in the classification. 45
- 46 If option "a" immediately above is exercised, the engineer who is thus
47 "bumped" must fill the vacancy referred to in "b" immediately above. 48
- 49 6. If the resultant realignment of work force in the unit because of 1
50 through 5 above creates a situation in which there are more engineers
51 than positions available, those unassigned engineer(s) may be laid
52 off. 53

1 7. In the case of layoff, management will give as much advance notice as 1
2 is possible to employees affected and to the Association. 2
3 3

4 B. Recall 4
5 5

6 1. Employees on layoff shall be recalled from layoff in reverse order of 6
7 layoff for any vacancy which may occur for which they are qualified, 7
8 provided the vacancy so available is available after all other con- 8
9 contractual provisions regarding the filling of vacancies have been 9
10 observed. 10

11 11
12 2. It is agreed that an employee or employees on layoff shall have prior- 12
13 ity for relief and/or substitute work within this unit over anyone who 13
14 is not a member of this unit. It is understood, however, that up to 14
15 three (3) days may be required to assure notification of the employee 15
16 on layoff and that this is dependent on the ready availability for 16
17 work of the employee on layoff. 17
18 18

19 ARTICLE IX - FILLING OF VACANCIES 19
20 20

21 A. Definitions 21
22 22

23 1. A classification is any one of the positions listed in Schedule A. 23
24 24

25 2. A transfer is a movement of an employee between locations within a 25
26 classification or between classifications. 26
27 27

28 3. A promotion is a transfer to a higher paying classification. 28
29 29

30 4. A demotion is a transfer to a lower paying classification. 30
31 31

32 B. Vacancies in classifications 32
33 33

34 1. Vacancies in classification will be filled by use of a transfer form 34
35 and forwarded to the Personnel Office. Such request will be discarded 35
36 by the Personnel Office on September 1st of each school year. 36
37 Requests received in August will be dated September 2nd. 37
38 38

39 When no transfer requests are on file, the vacancy will be posted 39
40 within ten (10) working days of the coming into existence of the 40
41 vacancy. The vacancy will be posted for a period of five (5) working 41
42 days. 42
43 43

44 When new jobs are created, posting will occur no later than ten (10) 44
45 working days after Personnel has received an approved authorization 45
46 and will be posted for a period of five (5) working days. The posting 46
47 will include classification title and a brief description of job 47
48 duties. Only those employees who submit a bid form during the five 48
49 (5) working day period of posting will be considered for the job and 49
50 will be permitted to file a grievance against the final selection. 50
51 51

52 2. Transfer procedure deadlines are established as follows: 52
53 53

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- a. The earlier of the following dates will be the deadline for refusing a transfer: (1) the date transferee is to report to his/her new position; (2) the date of the transfer notice (flowsheet) which is sent to all parties concerned including the employees affected.
 - b. The deadline for submitting bids on a vacancy will be the deadline reflected on the posted bulletin in accordance with B. 1. above.
 3. The earlier of the following dates will be the deadline for submitting a transfer request for a given bid or non-bid vacancy:
 - a. The date the position is vacated.
 - b. The date of notice (flowsheet) which indicates that the vacancy will occur due to a movement such as resignation, transfer, etc.
 4. a. An employee who has not had a non-promotion transfer within one (1) year of the announced date of a vacancy for which the employee is qualified shall be given preference for non-promotion transfers over other employees who have made such a transfer within one (1) year. Non-probationary employees with less than one (1) year seniority shall be given preference for non-promotion transfers before new employees are hired to fill said vacancies.
 - b. The restriction in the first sentence of IXB4a, above, shall not apply to an Assistant Engineer D who has, within the past year, moved from one afternoon assignment to another such assignment when an Engineer D day position becomes vacant.
 5. Any employee who voluntarily demotes shall be ineligible for promotion for a period of one (1) year from the effective date of the demotion.
 6. When new jobs are created or a vacancy occurs in any classification under the Agreement, first consideration shall be given to the employee with the highest priority or, if priorities are the same, to the employee with the most seniority, who has the qualifications and ability to do the job. It is agreed that leadership and management ability are among the necessary qualifications for promotion.
- Employer can consider people who are not employees in the bargaining unit only when there are no bids from within the unit or the bids have been exhausted without finding an acceptable applicant. Employees shall be on probation as indicated in Article VI, Section B, and during the probationary period Employer may determine whether the employee can do the job, which determination shall be final and not be subject to grievance procedure.
- Where employees have the qualifications therefor, job vacancies will be filled in accordance with the following order of priority:
- a. Return of bumped employee from another position within same classification or in another classification.

- b. Return from layoff or extended health leave dependent on seniority in classification.
 - c. Voluntary demotion.
 - d. Transfer (non-promotion) not inclusive of "probationary employees" or "employees on probation."
 - e. Return from leave, other than extended health leave, to same classification.
 - f. Lateral transfer of an "employee on probation."
 - g. Promotion according to rank of classification.
 - h. Return from leave to a higher classification.
 - i. Lateral transfer of "probationary employee."
 - j. New hire or new to unit.
7. If persons applying for the vacancy have the same qualifications and priority and are within priorities a, b, c, d, e, f, above, seniority within the classification shall govern. If no persons applying for the vacancy are in priorities a, b, c, d, e, f, unit seniority shall govern, assuming qualifications are equal.
8. Unsuccessful applicants with a higher priority than, or with the same priority as and more seniority than the persons selected will be given specific reasons in writing why they were not selected, and only these persons may file grievances. If the person with the highest priority or with the same priority and more seniority is selected, no grievance may be filed by any employee or the Association. The Association will be furnished a copy of all bids by the employees for a vacancy and the Association will be furnished with a copy of all transfer requests and all bid lists for a given vacancy by the Personnel Office. The Association shall have the opportunity for a member of the Executive Board to be present as an observer at all interviews. The employee having the highest priority and the highest seniority appropriate to that priority shall be interviewed first. The employee must be either accepted or be given specific reasons in writing why the employee is rejected before the next person in rank order is interviewed. The same principles shall apply to any interviews necessary. Employer shall advise the Association of its selection for a given vacancy and solicit any comments the Association may have in connection therewith. In the event no employee from within the unit applies for the vacant position, the Employer may interview all applicants before making a selection.

ARTICLE X - CLASSIFICATION AND RECLASSIFICATION

- A. The Employer and the Association will mutually agree on a pay rate for any new classification within the bargaining unit. In the event a new classification is created by the Employer, and the Employer and the

1 Association disagree on whether the new position belongs in the unit such 1
2 dispute shall be submitted to the grievance procedure. In the event the 2
3 parties are unable to agree as to rate of pay for the new classification, 3
4 such dispute shall be submitted to the grievance procedure contained in 4
5 this Agreement. The rate established shall be retroactive to the start of 5
6 the operation. 6
7

8 B. Reclassification requests within the bargaining unit shall be acted upon 8
9 by a reclassification committee which shall include a chairperson and 9
10 three (3) other members appointed by the Employer and three (3) members 10
11 designated by the Association. 11
12

- 13 1. The committee shall meet as required and act on all requests for 13
14 reclassification filed with the chairperson of the committee. 14
15
- 16 2. Prior to the Employer representatives acting upon a requests, all 16
17 members of the committee shall vote on the request by secret ballot. 17
18 The Association shall be advised of the results of the vote. The 18
19 Employer members will then act upon the request and shall not be bound 19
20 by the result of the above vote, which shall be advisory only. The 20
21 decision of the Employer representatives is not subject to the grievance 21
22 procedure and the only appeal therefrom is as set forth in sub- 22
23 paragraph 8 hereof. When the Employer members act upon a request, the 23
24 Association members will not be present. 24
25
- 26 3. The chairperson of the committee will furnish the Association with a 26
27 copy of: 27
28
 - 29 a. Application for reclassification; 29
 - 30 b. Agenda two (2) days prior to the meeting; 30
 - 31 c. Committee minutes within one (1) week after the committee meeting. 31
32
- 33 4. An employee, the Association on behalf of an employee, a supervisor, 33
34 or an administrator may initiate a request for classification change. 34
35
36 If the employee or the Association initiates the request, the employee 35
37 or the Association shall submit the request with appropriate explanation 36
38 to the immediate supervisor. The supervisor will forward 37
39 requests to the chairperson of the committee with recommendations 38
40 regardless of whether or not he/she concurs. 39
41
42
- 43 5. Applications must be filed with the chairperson of the committee five 43
44 (5) days prior to the meeting. 44
45
- 46 6. The committee may request the employee and/or the supervisor to fur- 46
47 nish additional information or appear before the committee within 47
48 thirty (30) days of such request. The employee may be represented by 48
49 the Association. 49
50
- 51 7. The employee shall be notified of the committee's decision in writing 51
52 within one (1) week after the decision is made. 52
53

- 1 8. The employee and/or the Association may appeal the ruling of the com- 1
2 mittee within one (1) week following notification. An appeal must be 2
3 submitted to the Director of Personnel in writing. The Director of 3
4 Personnel shall hold an appeal hearing within two (2) weeks of the 4
5 appeal request. The employee and/or the Association representative 5
6 shall be present. 6
7
8 9. Changes in classification shall be submitted for approval to the Board 8
9 of Education. 9
10
11 10. Any position which is reclassified upward and was held by an employee 11
12 for less than one (1) year prior to the reclassification will be 12
13 rebid. 13
14

15 ARTICLE XI - MISCELLANEOUS RATE ADJUSTMENTS, JOB REQUIREMENTS AND OVERTIME 15
16

- 17 A. 1. Employees temporarily assigned to a class of work for which the mini- 17
18 mum wage rate herein specified is higher than the employee's regular 18
19 wage rate shall, for the time engaged in such work, be paid the mini- 19
20 mum wage rate herein agreed to be applicable to such work, or their 20
21 regular wage rate, whichever is greater. 21
22
23 2. When engineers of a lower classification such as a "D" working for an 23
24 engineer of higher classification such as a "A", "B", or "C" for more 24
25 than forty (40) working days, the lower classification engineer will 25
26 be paid an additional fifty cents (50¢) per hour or the same pay rate 26
27 as the engineer he is replacing, whichever is less, starting with the 27
28 forty-first (41st) day of work in that replacement position. 28
29
30 B. It is recognized that all disputes on work assignments should be resolved 30
31 at the building or departmental level wherever possible. 31
32
33 C. 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
37 2. a. Employer shall determine when overtime is necessary, except that 37
38 the employer delegates to the Building Engineer, in accordance 38
39 with the responsibility for building safety and security, the 39
40 authority to determine when overtime work is required as a result 40
41 of damage or potential damage to the building, building facilities 41
42 or site, which may cause further damage to the building or site, 42
43 or prevent the use of the building and its facilities if immediate 43
44 action is not taken by the Building Engineer. 44
45
46 After overtime is worked, as a result of the above conditions, the 46
47 Building Engineer shall immediately submit to the Supervisor of 47
48 Operations an Overtime Report indicating the reasons for said 48
49 overtime worked and the number of overtime hours worked by all 49
50 involved employees. 50
51
52 b. Regularly scheduled overtime for building security check or other 52
53 approved operations shall be worked in accordance with 53
54 instructions from the Building Principal or other designated 54

1 immediate supervisor, subject to approval by Employer through 1
2 appropriate channels. 2
3 3

- 4 c. Building Engineers shall, upon the request of their immediate 4
5 Supervisor, provide estimates of overtime labor hours necessary 5
6 for non-scheduled use of the building for which a Building Use 6
7 Permit may be issued. 7
8 8

9 Building Engineers shall not schedule or work such overtime with- 9
10 out the approval of their immediate supervisor. 10
11 11

12 3. Overtime will be performed: 12
13 13

14 1st by the engineer or assistant engineer regularly employed in 14
15 the building where the overtime work is to be performed. 15
16 16

17 2nd if neither of the above can work, then an engineer will be 17
18 called from an established list of engineers available to work 18
19 overtime as a replacement in another building. The employer shall 19
20 rotate and equalize overtime for Engineers on the Relief Engineer 20
21 list. 21
22 22

- 23 4. An attempt shall be made to equalize overtime between engineers in the 23
24 same building over a six-month period and there shall be no require- 24
25 ment of giving any particular overtime to the person with the least 25
26 number of overtime hours. A report of overtime of employees within 26
27 this unit for the six-month periods ending February 28th and August 27
28 31st will be made available to the Association upon request. 28
29 29

- 30 5. For the purpose of this clause, any employee who was given an opportu- 30
31 nity to work overtime and did not choose to work overtime will be 31
32 charged with the number of overtime hours of the employee who worked 32
33 during that time. The employee who worked will also be so charged. 33
34 34

- 35 6. Any employee who has changed classification will be charged with the 35
36 highest number of overtime hours that anyone else has accumulated for 36
37 the contract period in said new classification in the same building on 37
38 the day the change in classification becomes effective. 38
39 39

- 40 7. Employees' starting time will not be changed by the Employer during 40
41 the regular school year specifically for the purpose of avoiding the 41
42 payment of overtime. 42
43 43

- 44 D. 1. An employee shall receive an additional six cents (6¢) per hour above 44
45 the wage scale set forth herein for each one hundred (100) clock hours 45
46 of inservice training to a maximum of three hundred (300) clock hours, 46
47 provided that such training is approved in advance in writing by the 47
48 Associate Superintendent for Administrative Services, or each engineer 48
49 shall receive an additional four cents (4¢) per hour for each five (5) 49
50 year period with Employer as an engineer not to exceed twelve cents 50
51 (12¢) per hour for any combination of hours of experience. 51
52 52

- 53 2. Each employee shall receive an additional twenty cents (20¢) per hour 53
54 above the wage schedule set forth herein upon commencing the tenth 54

- 1 year of seniority with employer, an additional seventeen cents (17¢) 1
- 2 per hour commencing the eighteenth year of seniority with employer and 2
- 3 an additional twenty cents (20¢) per hour commencing the twenty-fifth 3
- 4 year of seniority with employer. No other longevity payments shall be 4
- 5 paid, regardless of past practice. 5
- 6 6
- 7 3. Engineers with first class license shall receive an additional ten 7
- 8 cents (10 cents) per hour above the wage scale for maintaining same. 8
- 9 9
- 10 The above practice will be continued but will not be extended to any 10
- 11 other engineers obtaining such license after August 31, 1975, except 11
- 12 for those engineers who are working at a location that requires a 12
- 13 first class license. 13
- 14 14
- 15 Any new promotion to any of the following classifications will 15
- 16 require, as a primary consideration, the designated license: 16
- 17 17
- 18 Engineer A (Includes Fordson) 1st class 18
- 19 Engineer B 2nd class 19
- 20 Engineer C 3rd class 20
- 21 Engineer D High Pressure 21
- 22 22
- 23 4. Engineers on active payroll as of April 9, 1990 who obtain an Associ- 23
- 24 ate's Degree or better shall receive twenty cents (20¢) per hour above 24
- 25 the wage schedule set forth herein. 25
- 26 26
- 27 E. Engineers involved in school activities requiring the use of personal 27
- 28 transportation shall be recompensed at the rate of twenty cents (20 cents) 28
- 29 per mile or at the basic IRS allowable rate whichever is higher. 29
- 30 30

31 ARTICLE XII - CLASSIFICATION OF BUILDING FOR STAFFING PURPOSES 31

32 32

33 A. Engineer Classifications Related to Size of Building: 33

34 34

35 These standards do not apply to the main campus of Henry Ford Community 35

36 College. All other present buildings shall remain as currently classified 36

37 so far as the classification of the Engineer assigned to that building is 37

38 concerned. No Engineer in any building shall be upgraded or downgraded 38

39 because of the classifications set forth herein. 39

40 40

41 These classifications shall apply to new buildings and/or additions to 41

42 present buildings operated by Employer, and except as set forth in the 42

43 next paragraph, apply to present buildings. 43

44 44

45 An Engineer will be assigned to each building operated by the Dearborn 45

46 Public Schools, except: 46

- 47 47
- 48 (1) Individual buildings now considered as part of multi-building 48
- 49 units, (2) the Service Building. 49

50 50

51 The classification of buildings for assignment of Engineers is based 51

52 on the following weighted square foot area: 52

1	<u>Weighted Square Foot Area</u>	<u>Engineer Classification</u>	1
2			2
3	Up to 43,000 (DuVall, William Ford, Howard,	D	3
4	Howe, Lindbergh, Long, Nowlin, Oakman,		4
5	River Oaks, and Ten Eyck)		5
6			6
7	43,001 to 70,000 (HFCC Dearborn Heights Center,	C	7
8	Henry Ford, Haigh, McDonald, Snow and Whitmore-Bolles)		8
9			9
10	70,001 to 225,000 (Bryant, Maples, Miller/Searle,	B	10
11	Salina, Smith, Stout and Woodworth)		11
12	225,001 to 350,000 (Dearborn, Fordson, Edsel Ford	A	12
13	and Lowrey)		13
14			14
15	Three (3) Engineer A's will be assigned to the main campus of Henry Ford		
16	Community College.		
17			17
18	An Assistant Engineer D is, and will be, assigned to each building with a		
19	weighted square foot area in excess of 225,000. An Assistant Engineer		
20	shall be defined as an Engineer working in the same building as, and		
21	receiving direction from, that Engineer in charge of the building.		
22			22
23	The actual square foot area will be adjusted by the following to arrive at		
24	the weighted square foot are per building:		
25			25
26	1. Swimming Pool in Elementary School	5%	26
27	2. Junior High School	10%	27
28	3. Multi-Floor Building	10%	28
29	4. Senior High School	20%	29
30	5. Multi-Building Unit	20%	30
31			31
32	B. In school operations positions requiring Engineers, the temporary replace-		
33	ment of an Engineer due to an absence will be made according to the fol-		
34	lowing priority, insofar as possible:		
35			35
36	Engineers on Layoff		36
37	Retired Engineers		37
38	Assistant Engineers		38
39	Other Engineers--Volunteer		39
40	Non-Engineers with Appropriate License		40
41			41
42	C. The Employer will make available to the Association, on request, on no		
43	more than a regular monthly basis, a report of relief of absent Engineers.		
44	Such report will include the name of the relief person, the building in		
45	which relief occurred and the number of days of each relief experience,		
46	and if the relief person is not a member of this unit, the number of over-		
47	time hours.		

SCHEDULE A
ENGINEERS

Engineer Class D
Engineer Class C
Engineer Class B
Engineer Class A (Including Fordson)

Note: Underlined classification is a major classification.

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

SCHEDULE B

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

1989-90 Salary Schedule

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Engineer D	\$ 12.32	\$ 13.03	\$ 14.51		
Engineer C	12.72	13.42	15.03		
Engineer B	13.04	13.74	14.51	\$ 15.75	
Engineer A	13.51	14.23	15.01	16.35	
Engineer A (Fordson)	13.63	14.38	15.17	16.93	

Each bargaining unit member on active payroll as of April 9, 1990 will receive a 4.5% Lump Sum Payment based on their 1988-89 hourly rate of pay. For example, an Engineer B with an hourly rate of \$15.75 (Step 4) will receive \$1,474.20.

1990-91 Salary Schedule

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Engineer D	\$ 13.38	\$ 14.16	\$ 15.77		
Engineer C	13.82	14.58	16.34		
Engineer B	14.18	14.93	15.77	\$ 17.12	
Engineer A	14.68	15.46	16.32	17.77	
Engineer A (Fordson)	14.81	15.63	16.48	18.40	

1991-92 Salary Schedule

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Engineer D	\$ 13.92	\$ 14.73	\$ 16.40		
Engineer C	14.37	15.16	16.99		
Engineer B	14.75	15.53	16.40	\$ 17.80	
Engineer A	15.27	16.08	16.97	18.48	
Engineer A (Fordson)	15.40	16.26	17.14	19.14	

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

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

Attendance Incentive Pay

Bargaining unit members absent less than six (6) sick days in the prior contract year will be eligible for the 1.0% 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 of 1990 and 1991. These payments will not be incorporated in the Wage Schedule for any purpose.

ARTICLE XIII - MISCELLANEOUS

- A. Subject to the provisions of applicable law, the Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said employees, individually or collectively, which in any way affects wages, hours or working conditions of said employees, or any individual employee.
- B. Present practices and procedures which affect employees of the bargaining unit, but which are not covered in this agreement, will not be changed unless the Association is first consulted. However, Employer has the right to change any present practice and/or procedure. The Association may file a grievance on any present procedures and practices which are changed. No employee in the bargaining unit shall be reprimanded for any acts or omissions done or not done because of a change in present procedure or practice, but shall be informed of such change after the occurrence of such act or omission. After said employee has been informed of such change in procedures and practices, the employee shall be held liable for the acts or omissions of such procedures or practices.
- C. Engineers will prepare probationary reports, work schedules and vacation schedules for all persons under their supervision and submit them for

1	approval to their principal (or other appropriate Supervisor in the case	1
2	of the Henry Ford Community College). Engineers shall also review time	2
3	cards, fill out time sheets, for all employees under their supervision to	3
4	ascertain their accuracy, and shall then sign them if they believe them to	4
5	be accurate and deliver them to their principal or other immediate super-	5
6	visor as stated above. They shall a) follow established procedures, b)	6
7	develop improved procedures for training and c) procure substitutes in the	7
8	event persons under their supervision are absent.	8
9		9
10	D. Regular scheduled meetings, not less than one per month, will be held at a	10
11	time and place mutually agreeable, between representatives of the Adminis-	11
12	tration and the representatives of the Executive Board of the Association	12
13	for the purpose of discussing and alleviating current problems raised by	13
14	either party. Whenever possible, the agenda will be agreed upon in	14
15	advance in order that adequate preparation may be undertaken and/or that	15
16	appropriate resource people may attend the meeting.	16
17		17
18	E. Job Authority Relationships	18
19		19
20	In recognition of the need for continuity of service and the safety of	20
21	pupils, personnel and general public, it is understood and agreed that	21
22	operation of all steam, water, air and electrical lines leading to and	22
23	from the power plant and their associated equipment (boilers, fans,	23
24	motors, pumps, compressors, water heaters, switches, etc.) are the direct	24
25	responsibility of the building engineer. The building engineer or, if the	25
26	building engineer is not available, the building office will be notified	26
27	of repair work to be performed of a non-emergency nature, in advance of	27
28	such performance.	28
29		29
30	F. For the purposes of this contract in connection with Engineers who are	30
31	regularly employed at Henry Ford Community College, the term Superinten-	31
32	dent shall mean President - H.F.C.C.	32
33		33
34	G. The Employer and the Association shall mutually develop an educational	34
35	inservice training program for Dearborn Public School employees in the	35
36	Building Services classifications.	36
37		37
38	After development and Employer approval of an educational inservice train-	38
39	ing program, members of the Association shall be involved in implementa-	39
40	tion of the program with classes to be conducted by members, Employer	40
41	representatives and required Consultants, at various Dearborn Public	41
42	School building locations or other locations as agreed upon.	42
43		43
44	Engineers may attend up to eighty (80) hours of inservice training classes	44
45	per year. Up to forty (40) hours of said classes may be conducted at a	45
46	time other than during the members' regularly scheduled work period with-	46
47	out pay.	47
48		48
49	H. All supervisory positions within the system shall be open to application	49
50	by members of this unit. Notice of the position shall be posted in all	50
51	buildings, and applications will be received by the Employer from members	51
52	of this unit.	52
53		53

- 1 I. The Employer recognizes the value to the employee and the Employer of 1
2 employee participation in certain conferences and workshops. 2
3 3
4 The Associate, Superintendent in conjunction with representatives of the 4
5 Association shall prepare and publish a set of guidelines for the equita- 5
6 ble and reasonable provision for such attendance and participation within 6
7 the limits of budgetary allocation. 7
8 8
9 J. The Board agrees to allocate \$2,000 for the purpose of reimbursing 9
10 D.S.O.E.A. members at the rate up to \$65.00 per credit hour or up to 10
11 \$70.00 per semester hour for occupational improvement courses. 11
12 12
13 The courses must be related to the assignment in which the engineer is or 13
14 may be assigned. 14
15 15
16 In order to receive reimbursement for the occupational related courses, 16
17 the employee must submit verification of satisfactory completion of the 17
18 course to the Personnel Department on or before September 30 for success- 18
19 ful completion of courses taken during the prior fiscal year. Payment 19
20 will be made within 30 days after the filing deadline. 20
21 21
22 In the event the total request for reimbursement exceeds the amount allo- 22
23 cated, payments to each engineer shall be reduced in proportion to the 23
24 amount by which the total request exceeds the allocation. 24
25 25

26 ARTICLE XIV - MANAGEMENT RIGHTS 26

27 27
28 Subject to the terms of this Agreement, and except as modified by the specific 28
29 terms of this Agreement, the Employer retains all rights and powers to manage 29
30 the Dearborn Public Schools, and to direct its employees. The Association 30
31 recognizes these management rights and responsibilities as conferred by the 31
32 laws and Constitution of the State of Michigan and as are inherent in the 32
33 rights and responsibilities to manage the Public School System, including, but 33
34 not limited to, the right: 34

- 35 35
36 A. To the exclusive management and administrative control of the school sys- 36
37 tem and its properties and facilities, and the activities of its employees 37
38 during employee working hours; 38
39 39
40 B. To hire all employees and, subject to the provisions of law, to determine 40
41 their qualifications and the conditions for their continued employment, or 41
42 their dismissal or demotion; and to promote, and transfer all such employ- 42
43 ees; 43
44 44
45 C. To determine the hours of work and the duties, responsibilities, and 45
46 assignments of employees, and the terms and conditions of employment. 46
47 47

48 The exercise of the foregoing powers, rights, authority, duties and responsi- 48
49 bilities by the Employer, the adoption of policies, rules, regulations and 49
50 practices in furtherance thereof, and the use of judgment and discretion in 50
51 connection therewith shall be limited only by the specific and express terms 51
52 of this Agreement and then only to the extent such specific and express terms 52
53 hereof are in conformance with the Laws and Constitution of the State of 53
54 Michigan, and the Laws and Constitution of the United States. 54

1 ARTICLE XV - COLLECTIVE BARGAINING 1

2
3 The parties acknowledge that, during the negotiations which resulted in this 3
4 Agreement, each had the unlimited right and opportunity to make demands and 4
5 proposals with respect to any subject or matter not removed by law from the 5
6 area of collective bargaining, and that the understanding and agreements 6
7 arrived at by the parties after the exercise of that right and opportunity are 7
8 set forth in this Agreement. Therefore, the Employer and the Association, for 8
9 the life of this Agreement, each voluntarily and unqualifiedly waives the 9
10 right, and each agrees that the other shall not be obligated, to bargain col- 10
11 lectively with respect to any subject or matter referred to, or covered in 11
12 this Agreement, or with respect to any subject or matter not specifically 12
13 referred to or covered in this Agreement, even though such subjects or matters 13
14 may not have been within the knowledge or contemplation of either or both of 14
15 the parties at the time that they negotiated or signed this Agreement. 15
16

17 ARTICLE XVI - RATES OF PAY ON PROMOTIONS AND DEMOTIONS 17

18
19 An employee promoted to a higher paying classification will experience an 19
20 anniversary date change to the date of the promotion and advance to the pay 20
21 step in the new classification which is nearest to the employee's previous pay 21
22 step; provided that the employee will not receive less than a fifteen cents 22
23 (15 cents) per hour raise, and provided that the maximum of the new classifi- 23
24 cation is not exceeded. 24
25

26 If an employee is demoted to a lower paying classification, the present anni- 26
27 versary date will be changed to the date of demotion and the employee will be 27
28 placed on a step in the lower classification which is nearest the previous 28
29 step in the old classification and which will result in a loss of pay of fif- 29
30 teen cents (15 cents) per hour or less. A loss of more than fifteen cents (15 30
31 cents) per hour may result to prevent maximum rate in any classification from 31
32 being exceeded. 32
33

34 Anniversary dates are dates upon which appointment, promotion or demotion is 34
35 granted. 35
36

37 ARTICLE XVII - REPORTING AND CALL-IN PAY 37

- 38
39 A. Any employee who is scheduled or required to and does report for work on 39
40 any day and is not put to work for at least one-half of said employee's 40
41 regular shift shall be paid at said employee's regular rate for one-half 41
42 of said employee's regular shift, not to exceed four (4) hours, except as 42
43 otherwise set forth herein. 43
44
45 B. Except as otherwise set forth herein, any employee who is called to work 45
46 because of emergency work, meetings, banquets, or sporting or recreational 46
47 events, shall receive a minimum of two (2) hours pay at the employee's 47
48 regular rate of pay plus overtime pay if applicable. 48
49
50 C. Employees required to do building checks shall receive a minimum of two 50
51 (2) hours pay at their regular rate of pay plus overtime if applicable. 51
52

53 ARTICLE XVIII - SHIFT PREMIUM AND HOURS 53

- 1 A. Employees regularly employed on the second and third shift shall receive, 1
 2 in addition to their regular pay for the pay period, forty cents (40¢) per 2
 3 hour and fifty cents (50¢) per hour, respectively, additional compensa- 3
 4 tion. 4
 5
 6 B. 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
 11 C. There must be shifts for the particular job involved for shift pay to be 11
 12 applicable regardless of when the employee starts work. 12
 13
 14

15 ARTICLE XIX - OVERTIME PAY 15

- 16
 17 A. The applicable overtime shall be as follows: 17
 18
 19 1. Time and one-half for all hours over eight (8) in one day; 19
 20
 21 2. Time and one-half for hours in excess of forth (40) hours in any one 21
 22 week; 22
 23
 24 3. Double time for work on Sundays or the holidays set forth in Article 24
 25 XXI of this Agreement, plus holiday pay pursuant to Article XXI, if 25
 26 applicable. 26
 27
 28 B. There shall be no pyramiding of overtime. Any hours paid at overtime rate 28
 29 for any of the above reasons shall not be counted to compute overtime for 29
 30 any other reasons. 30
 31

32 ARTICLE XX - SEVERANCE PAY 32

- 33
 34 A. Employees who retire and the estate of any who die while employed are 34
 35 eligible for severance pay not to exceed one-third (1/3) of one hundred 35
 36 eighty (180) days based upon their sick leave accumulation. 36
 37
 38 (Example: 1) An employee with two hundred (200) sick leave days would 38
 39 receive sixty (60) days of severance pay; 2) An employee with seventy- 39
 40 five (75) sick leave days would receive twenty-five (25) days of severance 40
 41 pay.) 41
 42
 43 B. An employee shall be considered eligible for retirement severance pay if 43
 44 qualified under the Michigan School Employees Retirement System for regu- 44
 45 lar and/or medical retirement, or has completed twenty-five years of ser- 45
 46 vice in the Dearborn School District. 46
 47
 48 If an employee is so qualified after 20 years of service, but less than 25 48
 49 years, in the Dearborn School District, one-half (1/2) the regular sever- 49
 50 ance pay will be paid. 50
 51
 52 C. An employee who retires on or after his/her 60th birthday shall also be 52
 53 eligible for retirement severance pay even though the employee does not 53
 54 qualify under the Michigan School Employees Retirement System for regular 54
 55 or medical retirement. 55

1 D. Any employee who qualifies for payment of severance pay must submit a 1
2 written letter of request to the Business Office prior to the first day of 2
3 the month in which he or she plans to retire. 3
4 4

5 ARTICLE XXI - HOLIDAYS 5
6 6

7 A. Employees will be paid one day's pay at their regular straight time hourly 7
8 rate, exclusive of shift premium and overtime pay and premium, for the 8
9 days mentioned in paragraph B, hereof; provided: 9
10 10

11 1. The employee would otherwise have been scheduled to work on such day 11
12 if it had not been observed as a holiday. 12
13 13

14 2. The employee must have worked the last scheduled working day prior to 14
15 and the next scheduled working day after such holiday, except if the 15
16 employee is on sick leave, personal illness leave, emergency leave or 16
17 vacation (not including personal business day or days) and presents 17
18 documentation satisfactory to the Personnel Department, if requested, 18
19 that employee was legitimately on the above-mentioned leave for the 19
20 above days not worked, then said employee shall receive pay for the 20
21 holiday. 21
22 22

23 3. When one of the holidays set forth below falls within an eligible 23
24 employee's approved vacation period, and he/she is absent from work 24
25 during the regular scheduled work week because of such vacation, the 25
26 employee shall be paid his/her regular pay for such holiday. 26
27 27

28 B. There shall be twelve (12) paid holidays in 1989-90 and thirteen (13) in 28
29 1990-91 and 1991-92 as follows: 29
30 30

31 1989-90	Labor Day	Monday	September 4	31
32	Thanksgiving	Thursday	November 23	32
33	Christmas	Monday	December 25	33
34	Christmas	Tuesday	December 26	34
35	Christmas	Wednesday	December 27	35
36	Christmas	Thursday	December 28	36
37	Christmas	Friday	December 29	37
38	New Years	Monday	January 1	38
39	Good Friday	Friday	April 13	39
40	Easter Monday	Monday	April 16	40
41	Memorial Day	Monday	May 28	41
42	Independence Day	Wednesday	July 4	42

43				43
44				44
45 1990-91	Labor Day	Monday	September 3	45
46	Thanksgiving	Thursday	November 22	46
47	Christmas	Monday	December 24	47
48	Christmas	Tuesday	December 25	48
49	Christmas	Wednesday	December 26	49
50	Christmas	Thursday	December 27	50
51	Christmas	Friday	December 28	51
52	New Years	Monday	December 31	52
53	New Years	Tuesday	January 1	53
54	Good Friday	Friday	March 29	54

Easter Monday	Monday	April 1
Memorial Day	Monday	May 27
Independence Day	Thursday	July 4

C. The Fridays of November 24, 1989, November 23, 1990 and November 29, 1991, shall be days compensated for at regular straight-time hourly rate exclusive of shift premium and overtime pay and premium if the employee meets the eligibility for holiday requirements set forth in paragraph "A" hereof with no requirement to report to work, but shall not be considered a holiday for the purpose of this Agreement. The Employer shall determine who shall be requested to work on these days.

The holidays for the 1991-92 school year shall be determined when the school calendar is established.

ARTICLE XXII - VACATIONS

A. Paid vacation at regular pay will be earned by employees in the bargaining unit only as follows:

1. Less than ten (10) years service with Employer - one and one quarter (1¼) days per month, or major fraction thereof, worked.
2. Ten (10) years or more service with Employer - one and two-thirds (1-2/3) days per month worked.

Days worked shall include days paid for as holidays, vacation days, sick leave days or personal business days.

B. Vacation days provided for in paragraph A of this Article will be credited to employees on July 1, for the ensuing twelve-month period in advance of earning them. If vacation days were used but not earned at the time of termination, said unearned days shall be repaid to Employer.

C. On or prior to May 1st of each year each employee shall communicate his/her desires to the immediate supervisor as to vacation preference for the following. Employees with the most seniority in classification will be given preference in vacation schedules, providing the resulting vacation schedule is not detrimental to the operation of the department in question. The Employer, prior to July 1st, will post the vacation schedule. All vacation requests made after May 1st will be considered without benefit of seniority for then available periods.

D. The schedule set forth in paragraph A of this Article is supervisor's vacation schedule. Therefore, if relief is not available at regular non-overtime rates or Employer's maintenance schedule would be adversely affected by employee's absence or vacation desired is otherwise detrimental to the operation of the school system, (all of the above decisions to be made at Employer's sole discretion) then the vacation schedule of the employee shall be rescheduled, if at all possible. If an employee does not or cannot use vacation days accumulated as of June 30th, by that time any unused vacation days shall be forfeited on July 1st. Any situation not due to the fault of the employee shall be subject to review on appeal. This appeal to involve meaningful discussion between the Supervisor of

1 Operations and/or the Director of Building Services and the employee. 1
2 Employer's decision in these matters is final and not subject to the 2
3 grievance procedure. 3
4 4

5 ARTICLE XXIII - INTER-SCHOOL MAIL 5
6 6

7 The use of inter-school mail by the Association shall be continued, provided 7
8 all material is clearly designated as material of the Association and is 8
9 signed by an officer of the Association. The Association accepts all respon- 9
10 sibility for such material. If the association uses school mail, Employer 10
11 shall have no responsibility in any way in connection therewith. 11
12 12

13 ARTICLE XXIV - ABSENCE FOR ILLNESS, PERSONAL BUSINESS, 13
14 EMERGENCIES OR CATASTROPHES 14
15 15

16 A. Employees shall be entitled to the following: 16
17 17

- 18 1. All employees shall earn one and one-half (1½) sick leave days per 18
19 month actually worked. Days worked shall include days paid for as 19
20 holidays, vacation days, sick leave days or personal business days. 20
21 21
- 22 2. All employees are entitled to two (2) days off with pay for personal 22
23 business, which days shall not be accumulated, provided the employees 23
24 notify their supervisors and verify that it is personal business in 24
25 advance of taking such day off. These days are provided for the 25
26 employee to take care of important personal matters that cannot be 26
27 taken care of outside regular work hours. These days are not to be on 27
28 a day preceding or following a holiday or vacation unless approved by 28
29 the supervisor. Personal business days not used prior to the end of 29
30 the school or fiscal year, whichever is relevant, shall be added to 30
31 the employee's accumulated sick leave days. 31
32 32
- 33 3. Absence due to a general catastrophe (such as a severe snowstorm) 33
34 which makes it impossible for the employee to report shall be paid for 34
35 by Employer. Existence of a catastrophe will be determined by the 35
36 Superintendent. 36
37 37

38 B. Accumulated sick leave days may be used by the employee for absences due 38
39 to personal illness or emergencies to avoid loss of pay: 39
40 40

41 C. Emergencies shall be construed to be as follows and shall be deducted from 41
42 the accumulated sick leave of an employee: 42
43 43

- 44 1. Quarantine of employee or employee's living quarters; 44
45 45
- 46 2. Death in the immediate family: (the immediate family shall be con- 46
47 strued to include husband, wife, children, father, mother, brother, 47
48 sister, grandparents, aunt, uncle, and close relatives-in-law or close 48
49 associates.) 49
50 50
- 51 3. Required court appearance; 51
52 52
- 53 4. To provide care for a member of family when no other arrangements are 53
54 possible, not to exceed five (5) days per incident or ten (10) days in 54
55 toto per year starting from the date of this Agreement; 55

1 5. Such days as may be required by the employee's religion for holy 1
2 observance and abstention from work. 2
3 3

4 D. All earned but unused sick leave days shall be allowed to accumulate and 4
5 shall be credited at the beginning of each school or fiscal year, whichever 5
6 is relevant. The annual yearly allowance shall be in addition to the 6
7 total accumulated days from prior years. 7
8 8

9 E. The yearly sick leave allowance is to be granted in advance of service on 9
10 the initial anniversary date. However, an employee who resigns or whose 10
11 employment is severed, but who has used sick leave days beyond those 11
12 earned shall reimburse the Employer at the time of severance of employment 12
13 for all used but unearned sick leave days. 13
14 14

15 F. Each employee shall be notified at the beginning of each fiscal year of 15
16 school year, as appropriate, of his/her total number of sick days avail- 16
17 able. 17
18 18

19 G. After five (5) or more consecutive days of illness, or if in the sole 19
20 judgment of Employer a pattern of continuous absence because of illness 20
21 occurs, a medical certificate may be required before the employee may 21
22 return to work and before the employee can qualify for sick leave. 22
23 23

24 H. Upon recommendation of the immediate supervisor, the Personnel Office may 24
25 approve up to six (6) months absence without pay. This approved absence 25
26 is intended to be used for the same reasons which are acceptable for sick 26
27 leave. The position involved will be held for this employee until the day 27
28 following the expiration of the approved absence, providing that the 28
29 employee notifies the Personnel Office of intention to return fifteen (15) 29
30 days prior to such expiration. 30
31 31

32 I. The work "pay" or "regular pay" as used herein and in any other provision 32
33 of this Agreement means normal hourly rate times hours normally worked not 33
34 to exceed eight (8) per day excluding shift premium and any overtime pay 34
35 or premium therefor. 35
36 36

37 ARTICLE XXV - LEAVES 37 38 38

39 A leave is an absence which must be approved by the Board of Education and 39
40 which is without pay (except in case of up to fourteen (14) days temporary 40
41 military leave) granted to employees with provisions for certain rights and 41
42 responsibilities before, during and following such absence. 42
43 43

44 Only personal leaves or civic leaves will be granted. Personal leaves are as 44
45 follows: 45
46 46

- 47 1. Extended Health; 47
- 48 2. Care of Immediate Family; 48
- 49 3. Child Care Leave; 49
- 50 50
- 51 3. Child Care Leave; 51
- 52 52
- 53 4. Involuntary. 53

1 Civic Leaves are as follows: 1

- 2
3 1. Military and Peace Corps; 3
4 2. Governmental Service. 4
5 5
6 6

7 A leave may be terminated before the normal expiration date by mutual agree- 7
8 ment between the employee and the Employer. 8
9 9

10 Except as specifically provided, no payment of any kind will be made to or for 10
11 any employee on a leave covered by this provision nor will any benefits of any 11
12 kind accrue to any employee on a leave covered by this provision. 12
13 13

14 General Provisions for Personal Leave 14
15 15

- 16 1. Return from personal leave will be determined by availability of posi- 16
17 tion and in accordance with provisions established by the transfer 17
18 policy. 18
19 19
20 2. Personal leave requests will be honored only after the employee has 20
21 two consecutive years of service with Employer. 21
22 22
23 3. Leave extensions will be granted only upon recommendation of the 23
24 Superintendent and approval of the Board of Education. 24
25 25
26 4. Failure to request extension or submit intention to return will con- 26
27 stitute termination of leave. Failure to secure extension of leave or 27
28 to return to employment will constitute cause for termination of 28
29 employment, unless employee establishes that it was impossible to 29
30 contact the Personnel Office. 30
31 31
32 5. Payment for accumulated sick leave days may not be granted during the 32
33 term of such leave. 33
34 34
35 6. An employee absent on personal leave shall receive credit for any 35
36 regularly scheduled salary increases granted employees in service, 36
37 excluding increments, and shall also be subject to any general salary 37
38 adjustments which may be effected. 38
39 39
40 7. The term "physician" when used in this Article shall mean doctor of 40
41 medicine (M.D.), doctor of osteopathy (D.O.) and doctor of dental 41
42 surgery (D.D.S.). 42
43 43
44 8. The Board agrees to extend Blue Cross/Blue Shield or Health Mainte- 44
45 nance Plans cash payment privileges for the period of the leave to 45
46 those Engineers who have received an approved Personal Leave. The 46
47 Engineer must make the monthly payment to the Board in advance of the 47
48 due date or shall forfeit all rights under this provision. 48
49 49

50 A. Personal Leaves 50
51 51

- 52 1. Extended Health Leave Due to Physical or Mental Causes 52
53 53

- 1 a. Extended Health Leave due to physical or mental causes after sick 1
2 leave days are exhausted may be granted to employees upon request 2
3 and the recommendation of the Superintendent and the approval of 3
4 the Board of Education. Such request shall be in writing and 4
5 shall be accompanied by a written statement by attending physi- 5
6 cian. Such leave may be granted for periods of one year or less. 6
7 Such leave may be considered for renewal upon the same basis as 7
8 for the original leave, including a new written statement by the 8
9 attending physician. 9
10
11 b. Request for extension of leave of absence of this type or notice 10
12 of intention to return must be made in writing at least thirty 11
13 (30) days prior to termination of leave. 12
14 13
15 c. A request for return from this type of leave shall be accompanied 14
16 by a statement from a competent physician stating the employee's 15
17 physical or mental fitness to return to employment. The Superin- 16
18 tendent may request, in writing, that any employee, before return- 17
19 ing, takes a physical or mental examination by a physician 18
20 selected by the Employer at the Employer's expense. The results 19
21 of this examination will be used to determine eligibility to 20
22 return. 21
23 22
24 d. An employee eligible to return from whom there is no immediate 23
25 vacancy shall be given a No. 2 priority on assignment for relief 24
26 and/or substitute work. (Note: No. 1 priority would be for 25
27 Relief Engineers as per XII B.) 26
28 27
29 2. Care of Ill Members of the Immediate Family Leave 28
30 29
31 a. Leave may be granted to employees to care for ill members of the 30
32 immediate family. Extended leave for this reason may be granted 31
33 upon the request of the employee, the recommendation of the Super- 32
34 intendent and the approval of the Board of Education. Sufficient 33
35 proof must be submitted to the Superintendent that leave or 34
36 extended leave is necessary before request will be granted. This 35
37 type of leave may be granted for periods of one year or less. 36
38 37
39 b. The immediate family shall be construed to include: husband, 38
40 wife, children, father, mother, brother, sister, grandparents, 39
41 aunt, uncle, and close relatives-in-law or close associate. 40
42 41
43 c. Request for extension of leave of absence of this type or notice 42
44 of intention to return must be made in writing at least thirty 43
45 (30) days prior to termination of leave. 44
46 45
47 3. Child Care Leave 46
48 47
49 a. An engineer who gives birth to a child, adopts a child, assumes 48
50 the legal responsibility of a child, or acquires a child by mar- 49
51 riage is eligible for Child Care Leave. 50
52 51
53 b. Request for a Child Care Leave shall be submitted in writing to 52
54 the Personnel Office ninety (90) days prior to the date leave is 53
54 54

1	to begin, unless circumstances clearly preclude opportunity for	1
2	such notice.	2
3		3
4	c. Child Care Leave, when granted, shall initially be for whatever	4
5	portion remains of the fiscal year in which leave begins, or for	5
6	the entirety of the fiscal year with which leave begins. Such	6
7	initial leave shall be subject to not more than two (2) annual	7
8	one-year renewals.	8
9		9
10	d. Request for renewal must be made to the Personnel Office in writ-	10
11	ing at least ninety (90) days before the end of the fiscal year	11
12	with which leave will expire.	12
13		13
14	e. Return from Child Care Leave, other provisions of this contract	14
15	notwithstanding, will be to a comparable position in the Dearborn	15
16	Public Schools not later than two (2) years from the end of the	16
17	fiscal year in which leave began. Failure to request renewal,	17
18	and/or failure to notify the Personnel Office in writing of intent	18
19	to return, at least ninety (90) days prior to the end of the final	19
20	fiscal year of leave, in response to notification by the Personnel	20
21	Office, will constitute termination of employment.	21
22		22
23	f. A return from Child Care Leave prior to the expiration of the	23
24	leave shall occur only with the consent of the engineer and with	24
25	the approval of the Superintendent of Schools.	25
26		26
27	4. Involuntary Leave	27
28		28
29	An employee may be requested to take Involuntary Leave when it has	29
30	become apparent to the Superintendent that the individual is no longer	30
31	able physically and/or mentally to discharge the duties of the posi-	31
32	tion in a competent manner.	32
33		33
34	a. Upon the recommendation of the Superintendent and the approval of	34
35	the Board of Education, the Superintendent may request in writing	35
36	that any employee take a physical or mental examination as set	36
37	forth in subparagraph b. hereof at Employer's expense, the results	37
38	of which may be used for determining Involuntary Leave. Failure	38
39	to take this examination shall be adequate cause for disciplinary	39
40	action, including discharge.	40
41		41
42	b. When an examination is requested, a report of three physicians may	42
43	be required; one physician shall be selected by the employee, one	43
44	selected by the Employer, and a third one shall be mutually agreed	44
45	upon by both parties.	45
46		46
47	c. The written request may be made by the Superintendent as often as	47
48	is deemed essential to the physical or mental welfare of the indi-	48
49	vidual employee involved.	49
50		50
51	d. The employee requesting return from Involuntary Leave may return	51
52	only upon the recommendation of the Superintendent following a	52
53	reexamination according to the procedures outlined in Item b, and	53
54	by approval of the Board of Education. Such return, if approved,	54

shall be as soon as possible but subject to the provisions of the transfer policy set forth in Article IX.

B. Civic Leaves

1. Military and Peace Corps Leaves

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

2. Governmental Service

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

ARTICLE XXVI - JURY DUTY

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

ARTICLE XXVII - EMPLOYEES' PERSONNEL FILES

Any employee shall be allowed to inspect his/her personnel file. The employee must make an appointment with the Personnel Office and a member of the Personnel Office shall be present when the employee inspects said file. References and reports normally sought at the time of employment are specifically exempted from review and may be removed from the file by the Personnel Office prior to review of the file by the employee. A copy of any material concerning an engineer's conduct, service, character, or personality will be sent to the engineer prior to said material being placed in the engineer's file.

1 ARTICLE XXVIII - WORKERS' DISABILITY 1

2
3 The policy pertaining to pay for employees injured while on duty for the 3
4 Employer follows: 4

5
6 A. That the Employer continue furnishing Workers' Disability: 6

- 7
8 1. Benefits to be paid upon injury according to State of Michigan regula- 8
9 tions; 9
10
11 2. The responsibility in administering this program is given the Director 11
12 of Business Services. 12
13

14 B. That the employer continue to supplement the benefits as follows: 14

- 15
16 1. Difference between benefits paid under the Workers' Disability and an 16
17 employee's regular pay figured at straight time hourly rate exclusive 17
18 of shift premium and overtime pay and premium. 18
19
20 2. That this benefit be automatically paid upon an employee receiving 20
21 benefits under Workers' Disability. If the Workers' Disability is 21
22 terminated, this benefit is also to terminate. 22
23
24 3. That this benefit be paid not to exceed one hundred eighty (180) work- 24
25 ing days provided that the employee uses accumulated sick leave and/or 25
26 vacation days after the first ninety (90) working days. 26
27

28 ARTICLE XXIX - HEALTH BENEFITS 28

29
30 A. The Board of Education shall provide coverage for hospital-surgical- 30
31 medical benefits. Coverages, whosoever the carrier, shall be the hospital 31
32 expense benefits provided for semiprivate accommodations under the Compre- 32
33 hensive Hospital Care Certificate of Michigan Hospital Service with MVF 33
34 No. 2 and Master Medical and the surgical-medical expense benefits provid- 34
35 ed under the Employment Group Benefits Certificate of Michigan Medical 35
36 Service with Master Medical, including Option II (2), MVF No. 2, prescrip- 36
37 tion coverage with the \$2.00 deductible and NC Rider, FAE-RC Emergency 37
38 Rider, MMC-BL2 Psychiatric Rider, and the Substance Abuse Treatment Rider. 38
39 In addition, full payment in the form of reimbursement for the F Rider 39
40 will be made in January and June according to the procedure established by 40
41 the Business Office. This will include presentation of evidence of pay- 41
42 ment and establishment of eligibility of the dependent rider. 42
43

44 (NOTE: This changes the Major Medical deductible to \$100 per person per 44
45 year, or \$200 per family per year.) 45
46

47 For those employees who do not desire the above coverage, the Board of 47
48 Education will make monthly contributions to the Health Alliance Plan on 48
49 behalf of subscribing employees. This coverage shall apply only for the 49
50 period such employees are on the payroll, and shall be the cost of such 50
51 contained above. The coverage will be the Health Alliance Plan equivalent 51
52 to the above benefits, insofar as possible (HAP Basic Coverage and Special 52
53 Benefits Rider). However, in no way is this coverage to be provided as a 53
54 means of obtaining double insurance coverage for any subscriber-employee 54
55 and/or his/her family. 55

1 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 works elsewhere, as it pertains to the Employer providing hospital-surgical-medical benefits.

2
3
4
5
6 The parties agree that persons receiving dual and/or coordinated hospital-surgical-medical benefits as of September 1, 1982, shall be allowed to continue unless the administration and the individual mutually agree to terminate this arrangement of coverage. No other persons shall be so entitled.

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10
11
12 B. The Board of Education will make monthly contributions 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.

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

21
22
23
24
25
26
27 D. Employees may enroll under the "new hire" clause, within thirty days of the date of original employment. Subsequent opportunities to enroll in either of the above plans shall be provided only during enrollment periods specified by the carriers.

28
29
30
31
32 E. The Employer shall provide the best possible dental plan for the available money. The Employer's annual contribution will not exceed \$40.00 per month for 1989-90, 1990-91, and \$42 per month for 1991-92 for each DSOEA member. The details of, and the implementation of, such program are to be planned for by a committee representative of the central office and any unit(s) so participating.

33
34
35
36
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38
39 F. The Employer shall provide the best possible family optical plan for the available money. The Employer's annual contribution will not exceed \$10.00 per month for each DSOEA member. The details and the implementation of such a program are to be planned for independently by a committee composed of a representative of the central office and the representatives of the Union. In the event the Union deems it beneficial to explore the possibility of coverage jointly with one or more other groups, the representation of such an exploratory committee shall be proportional to the number of members in each group, provided each group has at least one representative.

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50 ARTICLE XXX - GROUP TERM LIFE INSURANCE

51
52 A. The Board of Education will provide group term life insurance in the amount of the annualized base pay, but in no case less than \$20,000, for each employee; said insurance shall include accidental death and dismem-

1 berment benefits. All employees termed regular employees by contract 1
2 provisions are eligible for such insurance. The employee will enroll and 2
3 designate beneficiary on the proper application form. 3
4 4

5 B. Coverage for new employees will become effective the first of the month 5
6 following the beginning date of employment, provided the necessary enroll- 6
7 ment forms have been filed with the Payroll Department. 7
8 8

9 C. Employees being terminated or no longer receiving payroll checks have the 9
10 option of applying for coverage under the policy on a direct payment basis 10
11 under the rules established by the carrier. 11
12 12

13 ARTICLE XXXI WAGE RATE SCHEDULE 13

14 14
15 The Wage Rate Schedule is set forth in Schedule B attached hereto and made a 15
16 part hereof. 16
17 17

18 ARTICLE XXXII - CONFORMITY TO LAW CLAUSE 18

19 19
20 This Agreement is subject in all respects to the laws of the State of Michigan 20
21 with respect to the powers, rights, duties and obligations of the Employer the 21
22 Association and employees in the bargaining unit and, in the event that any 22
23 provision of this Agreement shall at any time be held to be contrary to law by 23
24 a court of competent jurisdiction from whose final judgment or decree no 24
25 appeal has been taken within the time provided for doing so, such provision 25
26 shall be void and inoperative; however, all other provisions of this Agreement 26
27 shall continue in effect. 27
28 28

29 ARTICLE XXXIII - MATTERS CONTRARY TO AGREEMENT 29

30 30
31 This Agreement shall supersede any rules, regulations or present practices 31
32 which shall be contrary to or inconsistent with its terms. 32
33 33

34 This contract, any letters of agreement or understanding and changes in regu- 34
35 lations or present practices shall not be legal or binding unless signed by 35
36 the president or acting president and two other members of the DSOEA Executive 36
37 Board. 37
38 38

39 ARTICLE XXXIV - RELEASED TIME 39

40 40
41 A. The Employer agrees to hold grievance hearings at times mutually agreeable 41
42 to the Employer and the Association. A maximum of three (3) Association 42
43 representatives may be present at all hearings pursuant to Steps 2 to 4 of 43
44 the grievance procedure. 44
45 45

46 B. The three representatives provided for in A. shall be promptly designated 46
47 in writing and communicated to the Personnel Office. Representatives may 47
48 be changed by the Association by communicating the names of the new repre- 48
49 sentatives to the Personnel Office one month in advance of the time the 49
50 Association wishes the new representatives to serve; otherwise, substi- 50
51 tutes for any of the above three representatives shall be permitted only: 51
52 52

53 1. In negotiation sessions if two consecutive sessions are to be missed 53
54 by the same representative; 54

1	2. In grievance sessions if one of the three representatives is the	1
2	grievant.	2
3		3
4	C. Association President or Designated Representatives shall be given	4
5	released time for any meetings with the administration concerning griev-	5
6	ances and job interviews for engineer positions held during said above-	6
7	mentioned Association representative's ordinary work day.	7
8		8
9	D. The Administration agrees that, no more than sixty (60) hours, of which no	9
10	more than forty (40) hours shall be on days in which school is in session	10
11	or when the presence of a licensed building engineer is required, may be	11
12	used by DSOEA Officers for the conduct of Association business, with the	12
13	following stipulations:	13
14		14
15	1. No more than two (2) officers will be absent from their assignments at	15
16	any one time.	16
17		17
18	2. That no single occasion exceeds four (4) hours on one day or eight (8)	18
19	hours in one week.	19
20		20
21	3. That requests for using those hours be made twenty-four (24) hours in	21
22	advance to the Manager of Plant Operations, and that the approval of	22
23	the Manager of Plant Operations be obtained.	23
24		24
25	<u>ARTICLE XXXV - MIOSHA</u>	25
26		26
27	The employer and the Association mutually recognize that there is a responsi-	27
28	bility to observe and enforce the rules and regulations accompanying the Mich-	28
29	igan Occupational, Safety, and Health Act of 1974, and acknowledge that	29
30	liability may result either from improper action or from the failure to take	30
31	proper action.	31
32		32

1 ARTICLE XXXVI - DURATION OF CONTRACT 1

2
3 This Agreement shall be effective on April 24, 1990, and shall continue in 2
4 full force and effect until midnight of August 31, 1992. At any time subse- 3
5 quent to July 15, 1992, either party may give written notice to the other of 4
6 its desire to negotiate a new agreement for the following year, and meetings 5
7 between the parties for that purpose shall begin not later than twenty (20) 6
8 days after delivery of such written notification; provided, however, that 7
9 nothing in this paragraph or elsewhere in this Agreement shall be construed to 8
10 require the Employer to commit an unfair labor practice or otherwise violate 9
11 the law by any improper recognition of, or support of, or assistance to the 10
12 Association. 11
13

14 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their 14
15 duly authorized representatives on the day and year first above written. 15
16
17

18 BOARD OF EDUCATION OF 18
19 SCHOOL DISTRICT OF THE 19
20 CITY OF DEARBORN 20
21

21 DEARBORN SCHOOLS 21
22 OPERATING ENGINEERS 22
23 ASSOCIATION 23
24

25 Sharon L. Dulmage 25
26 Sharon L. Dulmage President 26
27

27 Louis L. Zimostrad 27
28 Louis L. Zimostrad, President 28
29

30 Jeremy M. Hughes 30
31 Jeremy M. Hughes Superintendent 31
32

32 Jeffery B. Burck 32
33 Jeffery Burck 33
34

35 J. Michael Meade 35
36 J. Michael Meade, President, HFCC 36
37

37 Thomas Hand 37
38 Thomas Hand 38
39

39 Gregory W. Pele 39
40 Gregory Pele 40
41

1 LETTER OF AGREEMENT #1 1
2 BETWEEN 2
3 DEARBORN SCHOOLS' OPERATING ENGINEERS' ASSOCIATION AND 3
4 DEARBORN BOARD OF EDUCATION 4
5 COST CONTAINMENT FOR HEALTH BENEFITS 5
6
7
8

9 This letter of agreement executed by and between the Dearborn Board of 9
10 Education (hereinafter referred to as the "Board"), and the Dearborn Schools' 10
11 Operating Engineers' Association (hereinafter referred to as the D.S.O.E.A.), 11
12 whereas the above mentioned parties agree as follows: 12
13

14 That there is a need to continue to explore the containment of the costs 14
15 associated with providing health benefit coverage. Accordingly, they agree to 15
16 continue the committee to investigate cost containment in the health benefit 16
17 area. 17
18

19 It is further agreed that effective January 1, 1987: 19
20

- 21 1. The District will provide to the D.S.O.E.A. the Blue Cross and Blue 21
22 Shield of Michigan Predetermination of Hospital Stay health benefit 22
23 rider PRE-100/20 as described in benefit brochure CF 6442 of June, 23
24 1986. 24
25
- 26 2. The District will provide to the D.S.O.E.A. the Blue Cross and Blue 26
27 Shield of Michigan Mandatory Second Surgical Opinion health benefit 27
28 riders PCES and PCES II. 28
29
- 30 3. The District will provide the D.S.O.E.A. the Voluntary Employee Assis- 30
31 tance Plan as recommended by the EAP Committee. 31
32
- 33 4. The District will provide to the D.S.O.E.A. a Recovery Incentive Pro- 33
34 gram designed to provide a cash incentive to employees who discover 34
35 and arrange for recovery of overcharges made on their own hospital 35
36 bills which in turn result in a savings of benefit dollars. Details 36
37 and implementation of the plan will be determined by the Health Care 37
38 Cost Containment Committee. 38
39

40 For the Board of Education 40
41 of the School District of the 41
42 City of Dearborn 42
43

44  44

45 Edward D. Callaghan 45
46 Personnel Services 46
47

40 For the Dearborn Schools' Operating 40
41 Engineers' Association 41
42

43  43
44 Louis L. Zimostrad 44
45 President, DSOEA 45
46

47 Date: 4-24-90 47
48

48 Date: 4-24-90 48
49

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

Optical/Dental Coverage

This letter of agreement executed by and between the Dearborn Board of Education (hereinafter referred to as the "Board"), and the Dearborn Schools' Operating Engineers' Association (hereinafter referred to as the D.S.O.E.A.), whereas the above mentioned parties agree as follows:

That there will be no diminution of optical coverage during the term of the 1989-92 collective bargaining agreement. Dental coverage will be provided equivalent to coverage currently provided under the SET program with no diminution of coverage during the term of the 1989-92 collective bargaining agreement.

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


Edward D. Callaghan
Personnel Services

Date: 4-24-90

For the Dearborn Schools' Operating
Engineers' Association


Louis L. Zimostrad
President, DSQEA

Date: 4-24-90

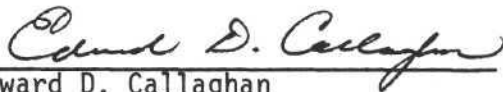
LETTER OF AGREEMENT #3
BETWEEN
DEARBORN SCHOOLS' OPERATING ENGINEERS' ASSOCIATION AND
DEARBORN BOARD OF EDUCATION

Retiree Holiday Pay

This letter of agreement executed by and between the Dearborn Board of Education (hereinafter referred to as the "Board"), and the Dearborn Schools Operating Engineers' Association (hereinafter referred to as the D.S.O.E.A.), whereas the above mentioned parties agree as follows:

1. D.S.O.E.A. employees who retire on December 31 of any contract year shall be entitled to receive holiday pay for the Christmas holiday period ending December 31 of that year.
2. DSOEA employees who retire on August 31, 1990 and 1991 shall be eligible for attendance incentive pay as defined in Schedule B.

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



Edward D. Callaghan
Personnel Services

For the Dearborn Schools' Operating
Engineers' Association



Louis L. Zimostrad
President, DSOEA

Date: 4-24-90

Date: 4-24-90

LETTER OF AGREEMENT #4
BETWEEN
DEARBORN SCHOOLS' OPERATING ENGINEERS' ASSOCIATION AND
DEARBORN BOARD OF EDUCATION

First Class License Incentive

This letter of agreement executed by and between the Dearborn Board of Education (hereinafter referred to as the "Board"), and the Dearborn Schools Operating Engineers' Association (hereinafter referred to as the D.S.O.E.A.), whereas the above mentioned parties agree as follows:

As an incentive, Engineers obtaining a first class license who are assigned to a classification not requiring a first class license, shall be paid ten cents (10¢) per hour above the wage scale for maintaining same.

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


Edward D. Callaghan
Personnel Services

Date: 4-24-90

For the Dearborn Schools' Operating
Engineers' Association


Louis L. Zimostad
President, DSQEA

Date: 4-24-90

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

6 Shift Assignments 6
7
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9

10
11
12 This letter of agreement executed by and between the Dearborn Board of Edu- 12
13 cation (hereinafter referred to as the "Board"), and the Dearborn Schools' Oper- 13
14 ating Engineers' Association (hereinafter referred to as the D.S.O.E.A.), 14
15 whereas the above mentioned parties agree as follows: 15
16

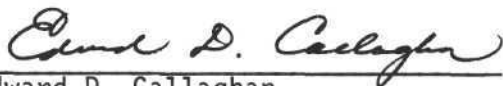
17 That in order to improve the operation of the physical plant, improve commu- 17
18 nication, and increase direct supervision of the custodial staff that the fol- 18
19 lowing will be implemented: 19
20

- 21 1. Effective September 1, 1990 the Board will assign those engineers in the 21
22 following buildings to the afternoon shift: 22

23
24 Bryant Henry Ford 24
25 Maples Miller 25
26 Salina Smith 26
27 Stout Woodworth 27
28

- 29 2. Effective September 1, 1991 the Board, at its sole discretion, may reassign 29
30 the remaining engineers in those buildings not having an assistant engineer 30
31 to the afternoon shift. 31
32
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39 For the Board of Education 39
40 of the School District of the 40
41 City of Dearborn 41

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43  43

44 Edward D. Callaghan 44
45 Personnel Services 45
46

40 For the Dearborn Schools' Operating 40
41 Engineers' Association 41

42
43  43
44 Louis L. Zimostrad 44
45 President, DSOEA 45
46

47
48 Date: 4-24-90 48
49

47
48 Date: 4-24-90 48
49

1 LETTER OF AGREEMENT #6 1
2 BETWEEN 2
3 DEARBORN SCHOOLS' OPERATING ENGINEERS' ASSOCIATION AND 3
4 DEARBORN BOARD OF EDUCATION 4
5
6
7

8 Engineer Qualifications 8
9 9
10 10
11 11
12 12

13 This letter of agreement executed by and between the Dearborn Board of Edu- 13
14 cation (hereinafter referred to as the "Board"), and the Dearborn Schools Oper- 14
15 ating Engineers' Association (hereinafter referred to as the D.S.O.E.A.), 15
16 whereas the above mentioned parties agree as follows: 16
17

18 All engineers hired after February 1, 1991 will be required to have the 18
19 following minimum qualifications: 19
20

- 21 1. City of Dearborn High Pressure Boiler Operators License. 21
22 2. An Associate's Degree in Management or Building Engineer Certificate 22
23 Program. 23
24 24
25

26 As a condition of continued employment each engineer hired on or after Feb- 26
27 ruary 1, 1991 shall complete a minimum of six semester hours in management and 27
28 supervision courses as approved by the Director of Building Services or his 28
29 designee. 29
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37 For the Board of Education 37
38 of the School District of the 38
39 City of Dearborn 39
40

41 Edward D. Callaghan 41
42 *Edward D. Callaghan* 42
43 Edward D. Callaghan 43
44 Personnel Services 44
45

46 Date: 4-24-90 46
47

37 For the Dearborn Schools' Operating 37
38 Engineers' Association 38
39

40 Louis L. Zimostrad 40
41 *Louis L. Zimostrad* 41
42 Louis L. Zimostrad 42
43 President, DSOEA 43
44

45 Date: 4-24-90 45
46 46
47 47

LETTER OF AGREEMENT #7
BETWEEN
DEARBORN SCHOOLS' OPERATING ENGINEERS' ASSOCIATION AND
DEARBORN BOARD OF EDUCATION

HFCC Tuition Waiver

This letter of agreement executed by and between the Dearborn Board of Education (hereinafter referred to as the "Board"), and the Dearborn Schools Operating Engineers' Association (hereinafter referred to as the D.S.O.E.A.), whereas the above mentioned parties agree as follows:

All members of the DSOEA shall be eligible for free resident tuition for credit courses offered by Henry Ford Community College. This tuition grant will not cover lab fees or any other fees.

In order to qualify for this tuition waiver each bargaining unit member must:

1. Secure prior written approval from the Associate Superintendent for Administrative Services that such HFCC credit course is job related.
2. Non-residents shall be responsible for the difference between the resident and non-resident tuition rates.

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



Edward D. Callaghan
Personnel Services

Date: 4-24-90

For the Dearborn Schools' Operating
Engineers' Association



Louis L. Zimostrad
President, DSOEA

Date: 4-24-90

1 LETTER OF AGREEMENT #8 1
2 BETWEEN 2
3 DEARBORN SCHOOLS' OPERATING ENGINEERS' ASSOCIATION 3
4 AND 4
5 DEARBORN BOARD OF EDUCATION 5
6

7 Work Rules 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 Schools' Oper- 11
12 ating Engineers' Association (hereinafter referred to as the D.S.O.E.A.), 12
13 whereas the above mentioned parties agree as follows: 13
14

15 STAFF CONDUCT POLICY: 15
16

17 The orderly efficient operation of the Dearborn Public School District 17
18 requires that all employees maintain discipline and proper personal standards 18
19 of conduct at all times. The purpose of the following rules and regulations 19
20 is not to restrict the rights of anyone, but to define and protect the rights 20
21 of all, which will ensure safety and fairness to all employees in their work. 21
22

23 Discipline and proper standard of conduct are necessary to protect the health 23
24 and safety of all employees, to maintain uninterrupted services and jobs, and 24
25 to protect the school district's good will and property. 25
26

27 To that end, the Dearborn Board of Education authorizes the P-12 and College 27
28 administration to establish written rules and regulations which, together with 28
29 the observance of proper standards of conduct, employees are required to 29
30 observe. An employee who fails to maintain proper standard of conduct at all 30
31 times and/or who violates the rules, regulations and policies of the Dearborn 31
32 Public Schools, shall be subject to appropriate disciplinary action. 32
33

34 Administrative personnel have the responsibility and authority to recommend 34
35 and/or take disciplinary action, in accordance with appropriate procedures, 35
36 against an employee who fails to maintain proper standards of conduct and/or 36
37 who violates the rules, regulations, and policies of the Dearborn Public 37
38 Schools. 38
39

40 All rules and regulations will be administered without regard to race, color, 40
41 creed, religion, sex, age, handicap, or national origin. 41
42

43 GENERAL WORK RULES: 43
44

45 Violation of any of the following work rules and regulations may result in 45
46 disciplinary action ranging from reprimand to discharge: 46
47

- 48 1. Possession of firearms or other weapons on district property. 48
- 49 2. Consumption and/or possession of any kind of illicit drugs or narcotics; 49
50 the soliciting, dispersing and/or selling of any kinds of drugs, pills, 50
51 or narcotics; the use of illegal drugs, pills or narcotics which disrupts 51
52 the ability to perform the duties of the job. 52

1	3.	Drinking or possession of liquor or any alcoholic beverage on district property at any time.	1
2			2
3	4.	Scuffling, rowdy behavior, and/or horse play on district property.	3
4	5.	Reporting to work under the influence of alcohol, narcotics, or any mind-altering substance which disrupts the ability to perform the duties of the job.	4
5			5
6			6
7	6.	Theft or misappropriation of property and/or funds of students, employees, or the school district.	7
8			8
9	7.	Conducting personal business during working hours or on school district premises, or use of district equipment for personal reasons.	9
10			10
11	8.	The use of district vehicles for reasons other than work assignments.	11
12	9.	Operation and/or use of machines, telephones, tools, or other Board owned equipment without the approval from the employee's supervisor; abuse, misuse or destruction of Board and/or other's property, tools, or equipment.	12
13			13
14			14
15			15
16	10.	Employee misuse or removal from the Board's premises, without proper written authorization from the immediate supervisor, of Board property, records or other Board materials.	16
17			17
18			18
19	11.	False statements knowingly, or recklessly made, or violently abusive and personally defamatory statements or slander of another employee, of a student, parent or Board member and where such conduct is related to and interferes with the educational process, and administration thereof.	19
20			20
21			21
22			22
23	12.	Falsification of any reports or records including personnel, absence, or sickness.	23
24			24
25	13.	Refusal to do a job assignment or insubordinate conduct.	25
26	14.	Smoking where and when prohibited.	26
27	15.	Gambling, or taking part in any game of chance, on Board premises.	27
28	16.	Slowdown in performance or causing slowdown in performance.	28
29	17.	Violation of district, state, federal safety rules or practices and/or engaging in any conduct which tends to create a safety hazard which endangers self and/or others. Employees must, at all times, wear safety articles and use protective equipment where required, and immediately report to their supervisors any injury or accident.	29
30			30
31			31
32			32
33			33
34	18.	Unauthorized or unexcused absence, reporting late to work, leaving work area or building during work hours without prior authorization.	34
35			35
36	19.	Failure to be at the work station at the start of the work day or end of the lunch period, or failure to remain at the work station up to the start of the lunch period or end of the work day.	36
37			37
38			38
39	20.	Neglect of duties, loafing, or wasting time during working hours.	39
40	21.	Unlawful or improper conduct of an employee on school district property.	40
41	22.	Fighting, agitating a fight and/or attempting bodily harm or injury to another person.	41
42			42
43	23.	Distribution of obscene, vulgar, or indecent written or printed matter which tends to disrupt the school or school district or results in danger to other persons on school property or interferes with school work or discipline.	43
44			44
45			45
46			46
47	24.	Poor housekeeping, creating or contributing to unhealthful or unsanitary conditions.	47
48			48
49	25.	Dress or grooming that disrupts the school setting.	49
50	26.	Falsely stating or making claims of injury.	50
51	27.	Clocking the time card of another employee. Failure to use the time card at designated time clock. Failure to clock in or out by use of your own	51
52			52

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- time card. Failure to clock out when leaving work station or tampering with the office time clock.
 - 28. Paid lunch must be taken in the assigned work station. Employees must be available for assignment as necessary during the 30 minute paid lunch break.
 - 29. Fatigue breaks must be taken at the assigned work building.
 - 30. Conduct deemed not in the best interest of the Dearborn Public Schools.
- Disciplinary action will be handled on an individual basis and will be based on the specific facts surrounding each case.

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

Edward D. Callaghan
Edward D. Callaghan
Director of
Personnel Services

7-14-90
Date

For the Dearborn Schools'
Operating Engineers' Association

Louis L. Zimostrad
Louis L. Zimostrad
President, DSOEA

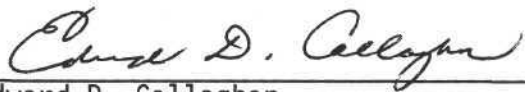
7-14-90
Date

1 LETTER OF AGREEMENT #9 1
2 BETWEEN DEARBORN BOARD OF EDUCATION 2
3 AND 3
4 DEARBORN SCHOOLS' OPERATING ENGINEERS' ASSOCIATION 4
5 5
6 CLARIFICATION 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 Schools' Operating Engineers' Association (herein- 11
12 after referred to as the D.S.O.E.A.). Whereas the above mentioned parties 12
13 agree to 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
27 27
28 28
29 29
30 30
31 31

32 For the Board of Education 32
33 of the School District of the 33
34 City of Dearborn 34
35 35

36  36

37 Edward D. Callaghan 37
38 Director of 38
39 Personnel Services 39
40 40

41 7-14-90 41
42 42

43 Date 43

32 For the Dearborn Schools' 32
33 Operating Engineers' Association 33
34 34
35 35

36  36
37 Louis L. Zimostrad 37
38 President, DSOEA 38
39 39
40 40

41 7-14-90 41
42 42

43 Date 43

1 DEARBORN PUBLIC SCHOOLS VOLUNTARY RETIREMENT INCENTIVE PROGRAM 1
2 FOR 2
3 DEARBORN SCHOOLS' OPERATING ENGINEERS' ASSOCIATION 3
4 4
5 5
6 6

7 RESTRICTIONS AND QUALIFICATIONS 7
8 8

- 9 A. Current Dearborn School Operating Engineers who wish to apply for the 8
10 voluntary retirement incentive program (VRI) must submit written applica- 9
11 tion to the Personnel Department no later than December 31, 1990, for 10
12 those retiring between May 1, 1990 and December 31, 1990. 11
13 B. The Board of Education reserves the right to determine the maximum number 12
14 of persons to be included in the VRI program. Should the number of 13
15 applicants exceed the maximum set by the Board, priority will be given to 14
16 those with the longest service in the Dearborn Schools. 15
17 C. Employee's whose weekly wage is based on less than an eight-hour day or 16
18 less than a forty-hour week or less than a twelve month year will qualify 17
19 for the VRI on a proportionate basis. 18
20 19
21 20
22 21
23 22

24 ELIGIBILITY 23
25 24

26 In order for Dearborn School Operating Engineer employees to have their appli- 25
27 cation considered, they must satisfy the following requirements: 26
28 27

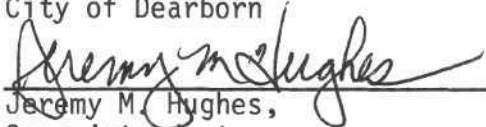
- 29 1) Be actively employed by the Dearborn Board of Education and be a DSOEA 28
30 member on April 9, 1990. 29
31 2) Possess the equivalent of at least 15 years employment in Michigan Public 30
32 Schools as defined by the Michigan Public Schools Employees Retirement 31
33 System on or before May 1, 1990 for those employees who are retiring on or 32
34 after May 1, 1990. 33
35 3) Possess the equivalent of at least ten years of credited service with the 34
36 Dearborn Public Schools and be eligible for retirement as defined by the 35
37 Michigan Public Schools Employees Retirement System at or before the time 36
38 of retirement. 37
39 38
40 39
41 40
42 41


43 PROVISIONS 42
44 43

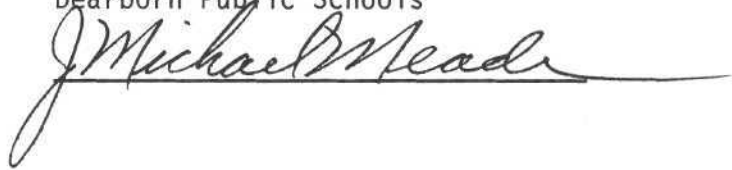
- 45 A. Monetary benefits pursuant to this plan shall be paid on a monthly basis 44
46 on the fifteenth of each month (January through December) beginning Janu- 45
47 ary 15, 1991 and ending December 15, 1991, for a period of twelve (12) 46
48 months. No subsequent labor contract negotiations shall alter the provi- 47
49 sions of the VRI Program. 48

50 Employees who retire under this plan will receive \$250 per month as indi- 49
51 cated in the dates noted above. 50
51 51

- 1 B. Monetary benefits of this program will continue to be paid to the surviv- 1
- 2 ing spouse or dependents as defined under "Internal Revenue Service Guide- 2
- 3 lines" of the retiree, should the retiree die on or before the end of the 3
- 4 twelve (12) month period. 4
- 5 5
- 6 Payments to the surviving spouse or dependent as described above will cease 6
- 7 when the full twelve (12) payments have been made. Primary and contingent 7
- 8 beneficiaries shall be designated by the Dearborn Schools' Operating Engi- 8
- 9 neers' employee at the time of written application for benefits under this 9
- 10 program. 10
- 11 11
- 12 C. All severance pay as provided in Article XX of the DSOEA master agreement 12
- 13 shall be paid the month following retirement for those employees who are 13
- 14 approved for benefits under the VRI program. 14
- 15 15
- 16 D. Employees who retire under the VRI Program and their dependents will no 16
- 17 longer be entitled to receive (if applicable) their Board paid benefits 17
- 18 including, but not limited to, hospitalization, dental, optical, life insur- 18
- 19 ance, and/or accidental death and dismemberment benefits as of the date of 19
- 20 retirement. 20
- 21 21
- 22 E. Employees who retire under the VRI plan will be given the opportunity to 22
- 23 purchase hospitalization, dental and optical continuation coverage pursuant 23
- 24 to the Comprehensive Omnibus Budget Reconciliation Act (COBRA), for a period 24
- 25 not to exceed 18 months. 25
- 26 26
- 27 F. Retirees receiving benefits under the VRI Program will not be eligible to 27
- 28 hold any full-time or part-time position in the Dearborn Public School Sys- 28
- 29 tem. 29
- 30 30
- 31 G. The decision by a Dearborn Schools Operating Engineers' employee to retire 31
- 32 under the VRI Program shall be irrevocable after the application is submit- 32
- 33 ted to the Personnel Office. Exceptions may be made to this provision at 33
- 34 the sole discretion of the Superintendent of Schools. 34
- 35 35
- 36 H. Eligible employees who are approved to participate in the VRI Program will 36
- 37 be required to sign a release form indicating that they voluntarily chose to 37
- 38 retire, and in exchange for retiring under this program, the employee agrees 38
- 39 not to take any action against the Dearborn Board of Education and/or the 39
- 40 Dearborn Schools' Operating Engineers' Association for any claim that may 40
- 41 result from their retirement. 41
- 42 42

43 For the Board of Education
 44 of the School District of the
 45 City of Dearborn
 46 
 47 _____
 48 Jeremy M. Hughes,
 49 Superintendent
 50 Dearborn Public Schools

43 For the Dearborn Schools'
 44 Operating Engineers' Association
 45 
 46 _____
 47 Louis Zimostrad
 48 President, Dearborn Schools
 49 Operating Engineers Association
 50

51 
 52 _____

DEARBORN SCHOOLS OPERATING ENGINEERS' ASSOCIATION

President: Louis Zimostrad
First Vice-President: Gregory Pelc
Second Vice-President: Jeffery Burek
Secretary: Thomas Hand
Treasurer: Anthony Greco

BLUE CROSS/BLUE SHIELD OF MICHIGAN

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

HEALTH ALLIANCE PLAN

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

HEALTH CARE NETWORK

26900 W. Eleven Mile
Southfield, MI 48086
(313) 354-7450
Medical - Group Number 282

MASB-SET/SEG, INC.

415 W. Kalamazoo
Lansing, MI 48933
1-800-292-5421
Dental - Group Number 82030

VISION SERVICE PLAN

673 Mohawk Street
P.O. Box 2487
Columbus, OH 43216
1-800-558-8363
Optical - Group Number 838-003

HEALTH MANAGEMENT SYSTEMS

26250 Northwestern Hwy. - Suite 202
Southfield, MI 48075
(313) 355-2555
Employee Assistance Plan

FT. DEARBORN LIFE INSURANCE

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

MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM

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

DEARBORN BOARD OF EDUCATION

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

Call in number for sick day: 582-4205
Call in number for snow day: 581-4318

