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**AGREEMENT BETWEEN  
THE DEARBORN BOARD  
OF EDUCATION / *Henry Ford  
Community College Board of  
Trustees***

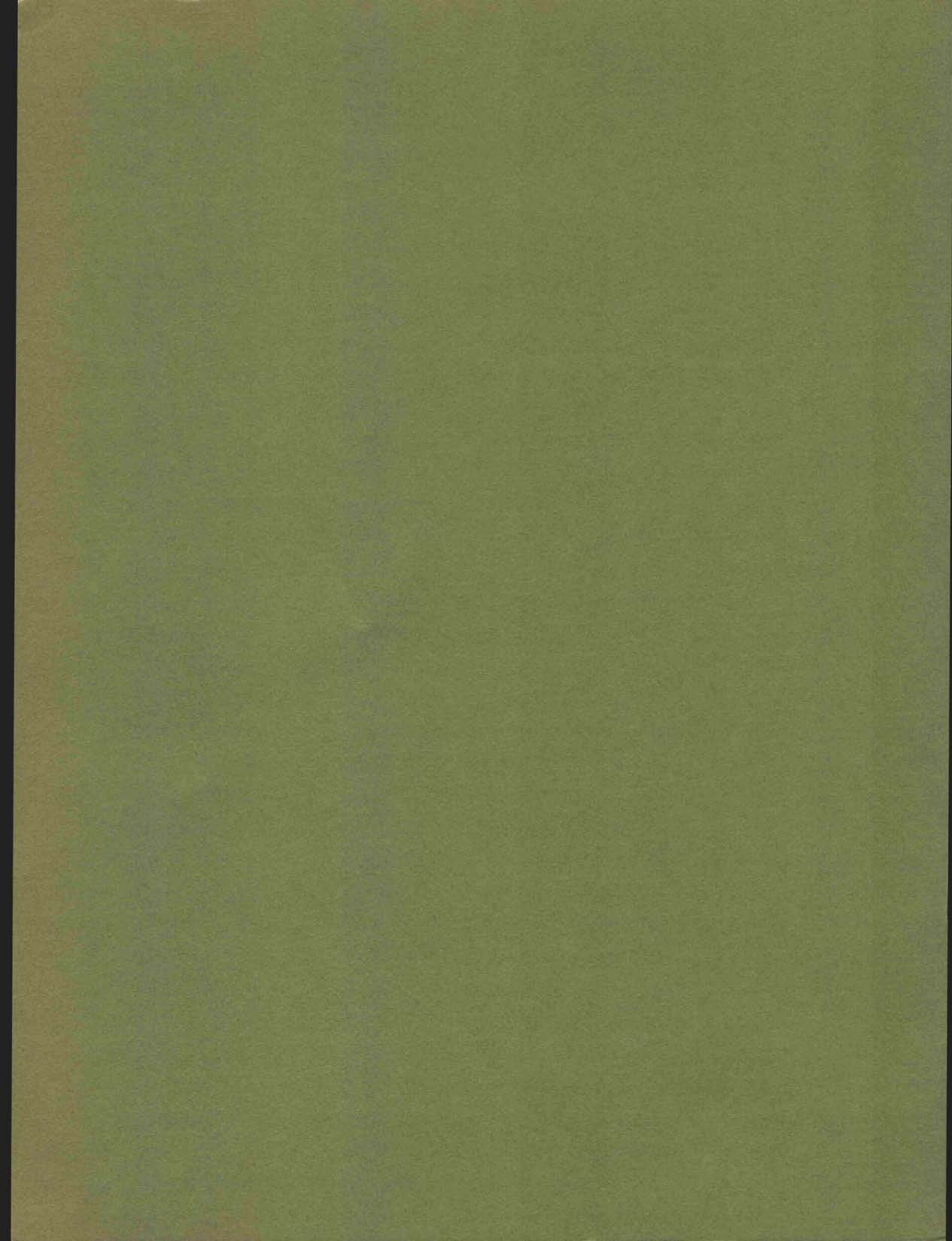
**AND THE  
DEARBORN FEDERATION OF  
SCHOOL EMPLOYEES**



*Henry Ford Community College*

**1994-97**

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



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AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN/  
BOARD OF TRUSTEES OF HENRY FORD COMMUNITY COLLEGE  
AND THE DEARBORN FEDERATION OF SCHOOL EMPLOYEES

THIS AGREEMENT is made and entered into on this 11th day of October, 1994, and is effective as of that date, by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN/BOARD OF TRUSTEES OF HENRY FORD COMMUNITY COLLEGE, hereinafter referred to as the Employer, and the DEARBORN FEDERATION OF SCHOOL EMPLOYEES, hereinafter referred to as the Union.

PURPOSE AND INTENT

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

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

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

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

ARTICLE I - RECOGNITION

- 1A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, and by Act 112 of the Public Acts of 1994, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, grievance procedure or other conditions of employment, for the term of this Agreement, of all employees of the Employer included in the following bargaining unit:

All full-time and regular part-time maintenance and operation, clerical, transportation, and food service employees, including those listed on Schedule A, hereof, and excluding supervisors, administrators, guards, and a maximum of twelve (12) unclassified secretarial positions.

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

1 Full-time employee is defined as an employee who regularly works or is paid  
2 for at least 40 hours per week, other than students, substitutes, or  
3 temporary help.  
4

5 Employees on a 7-day operation who average 40 hours a week or more will be  
6 considered full-time employees.  
7

8 Regular part-time employee is defined as an employee who works regularly and  
9 who works less than 40 hours per week, other than students, substitutes, and  
10 temporary help.  
11

12 A Provisional Employee is any regular full-time or regular part-time employ-  
13 ee who is assigned either to the same classification at a different location  
14 or on a different shift or to another classification in the bargaining unit  
15 under certain defined circumstances, e.g. custodial "C" assigned to grounds,  
16 skilled trades, etc., for a given amount of time.  
17

18 Relief Personnel are regular full-time or regular part-time employees who  
19 have qualified for one or more specific job classifications other than their  
20 normal classification.  
21

22 Employee on Probation - an employee presently in the unit who, as a  
23 consequence of any movement, is required contractually to serve a period of  
24 probation.  
25

26 Probationary Employee - a new hire or rehire who must complete his/her  
27 probationary period as outlined in Article VI A 1.  
28

29 A Substitute Employee is a non-regular person who has qualified to work in  
30 the place of an absent regular full-time or regular part-time employee for a  
31 limited period of time.  
32

33 A Student Employee is one who attends either high school, college, business,  
34 or trade school.  
35

36 A Temporary Employee is one who is hired for a definite period of time.  
37

38 Retired Employee - a D.F.S.E. member who has retired from the Dearborn Board  
39 of Education.  
40

41 Students, substitutes, and temporary help shall not be considered full-time  
42 employees or regular part-time employees, provided however, when temporary  
43 help fulfills the requirements that a new probationary employee must fill to  
44 become a regular employee in one position, the position filled by the tempo-  
45 rary help shall be considered a regular bargaining unit position to be  
46 filled in accordance with Article VI, Section 6D2. The position must be  
47 filled for 90 out of 120 consecutive working days for the provision to  
48 apply.  
49

50 Students, substitutes, and temporary help shall not be assigned to any of  
51 the skilled classifications A, B, or C unless there are no other employees  
52 within the bargaining unit who can do work in such classification.  
53

54 1B. The Union agrees to represent all employees in the unit by continuing to

1 admit persons to membership without discrimination on the basis of race,  
2 creed, color, national origin, sex, or marital status, and to represent  
3 equally all unit employees. The Board agrees to continue its policy of not  
4 discriminating against any employee on the basis of race, creed, color,  
5 national origin, marital status, sex, handicap, political affiliation or  
6 belief, or organizational affiliation or any other basis prohibited by law.  
7

8 The Union and the Board recognize the existence of the principles of Affir-  
9 mative Action; however, the Union and/or the Board reserve the right to  
10 challenge any proposed state or federal Affirmative Action program which in  
11 their opinion violates the applicable legislation, the collective bargaining  
12 agreement and/or valid practices and policies of the Union or the Board.  
13

- 14 1C. For the purposes of this contract, the Superintendent shall mean President,  
15 HFCC whenever a regular employee regularly assigned to HFCC is involved.  
16

## 17 ARTICLE II - UNION SECURITY

18 To the extent that the laws of the State of Michigan permit, it is agreed that:  
19  
20

- 21 2A. Employees covered by this Agreement shall be required as a condition of  
22 employment (I) to remain members of the Union in good standing, or (II) to  
23 pay a service fee.  
24
- 25 2B. Nothing in this paragraph shall prohibit an employee who has elected (I)  
26 above to at a later date elect (II) or vice versa. However, such election  
27 may only take place during the period set forth in Article 3A.  
28
- 29 2C. Employees hired, rehired, reinstated or transferred into the bargaining unit  
30 after the effective date of this Agreement shall be required as a condition  
31 of continuing employment to become a member of the Union or to pay a service  
32 fee within ten (10) days after successful completion of probationary  
33 employment.  
34
- 35 2D. An employee who shall tender an initiation fee (if not already a member) and  
36 the periodic dues uniformly required as a condition of acquiring or retaining  
37 membership, shall be a member of the Union in good standing for the provi-  
38 sions of this Article.  
39
- 40 2E. Any employee who does not tender either the periodic union dues to the Union  
41 or the service fee to the Union, shall not be retained in the bargaining unit  
42 and his/her employment with Employer will be terminated. No employee shall  
43 be terminated under this Article, however, unless:  
44
- 45 1. The Union first has notified the employee by letter addressed to the last  
46 known address concerning such delinquency and warning that unless such de-  
47 linquency is corrected within seven (7) days the employee will be reported  
48 to the Employer for termination from employment as provided herein.

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

14 ARTICLE III - CHECK OFF  
15

- 16 3A. Employees who wish to do so may sign and deliver to the Business Office of  
17 Employer an assignment authorizing deduction of membership dues and initia-  
18 tion fees of the Union by the Employer in the form hereinafter set forth;  
19

20 Authorization for Check-Off Dues  
21

22 TO: THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF  
23 DEARBORN/BOARD OF TRUSTEES OF HENRY FORD COMMUNITY COLLEGE  
24

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

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

42  
43 \_\_\_\_\_  
44 Signature of Employee

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

45  
46 \_\_\_\_\_  
47 Type or print name of Employer

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

48  
49 \_\_\_\_\_  
50 Date of Signature

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

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

- 1 3B. The Employer will deduct current membership dues from the pay of employees  
2 furnishing such authorization. Dues shall be deducted from each member  
3 every pay period in which they receive a pay check.  
4
- 5 3C. All sums deducted shall be remitted to the Treasurer of the Union no later  
6 than the Tuesday after the previous pay check.  
7
- 8 3D. The initial deduction from the pay of an employee signing a new authoriza-  
9 tion card shall be from the first complete pay period following the date of  
10 authorization.  
11
- 12 3E. In cases where a deduction is made which duplicates a payment already made  
13 to the Union by an employee, or where a deduction is not in conformity with  
14 the provisions of the Union constitution and by-laws, refunds to the employ-  
15 ee will be made by the Union.  
16
- 17 3F. Each remittance shall be accompanied by a statement giving a list, in dupli-  
18 cate, of the employees for whom remittances were or were not made and a  
19 specification of why deductions were made or not made.  
20
- 21 3G. The Union will protect and save harmless the Employer from any and all  
22 claims, demands, suits and other forms of liability by reason of action  
23 taken or not taken by the Employer for the purpose of complying with this  
24 Article of this Agreement.  
25

#### 26 Article IV - GRIEVANCE PROCEDURE

27  
28 4A. A grievance is a complaint by an employee in the bargaining unit and/or the  
29 Union concerning any alleged violation of this Agreement.  
30

31 4B. All grievances will be handled in the following manner:  
32

33 Step 1 - Within fifteen (15) working days of the occurrence or within  
34 fifteen (15) working days after a reasonable and prudent person should have  
35 discovered the facts on which the complaint is based, the employee will  
36 discuss and attempt to resolve the complaint with his/her supervisor and/or  
37 any involved parties on an informal basis. A Complaint Investigation Form  
38 shall be completed by the employee. The Complaint Investigation Form shall  
39 be signed and dated by the employee, Union representative and the supervisor  
40 present at the informal meeting. The employee should, when possible, be  
41 accompanied by the Union representative.  
42

43 Step 2 - If the complaint is not resolved at Step 1, the employee may file a  
44 written grievance within fifteen (15) working days after the date of the  
45 informal meeting. The grievance form shall be submitted to the employee's  
46 supervisor with copies to the Union and the P-12 and HFCC (where applicable)  
47 Human Resources Office. The supervisor will give written reply to the  
48 employee filing the grievance within ten (10) working days with copies to  
49 the Union and the appropriate Human Resources Office.  
50

51 Step 3 - Within fifteen (15) working days after delivery of the supervisor's  
52 decision, the grievance may be appealed to the Superintendent or President  
53 of HFCC (where applicable). The appeal shall be in writing and shall set  
54 forth specifically the act or condition and the grounds on which the

grievance is based. Within fifteen (15) working days after delivery of the appeal, the Superintendent or Superintendent's representative shall investigate the grievance. As part of this investigation, the Superintendent or Superintendent's representative shall give the person or persons who filed the grievance at Step 2 a hearing in the presence of the Union representative. Within fifteen (15) working days after the hearing, the Superintendent or the Superintendent's representative shall communicate the decision in writing, together with reasons, to the aggrieved employee and to the Union.

Step 4 - Within fifteen (15) working days after delivery of the Superintendent's or HFCC President's (where applicable) decision, either party may request the services of the State Mediator's Office. Should such a request be made, the parties will utilize the services of a State Mediator as designated by the Michigan Employment Relations Commission to facilitate the resolution of the grievance. Neither party may be represented by legal counsel at this step of the grievance procedure. Should a resolution not be reached, then the parties may proceed to arbitration.

Step 5 - If the Union is dissatisfied with the recommendation of the mediator, the Union may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the Superintendent of Schools or the HFCC President (where applicable) and the American Arbitration Association within ten (10) working days after the mediation hearing. The arbitrator shall be selected from the rolls of the American Arbitration Association and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Union. The arbitrator shall confine the decision to the sole question of whether or not there has been a violation of this Agreement and, if he/she finds a violation, the appropriate relief.

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

- 4C. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing directly at Step 2. The grievance must be presented within fifteen (15) working days of the occurrence of the facts on which the grievance is based.
- 4D. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the same time which would have been allotted had the decision been given; provided, however, that if the decision is not made and communicated to the employee and the Union; for this purpose any notice postmarked within the time limits and mailed to the employee and the Union at its last known address shall be within the time limits; further, in connection with a union grievance, no employee need be notified.

- 1 4E. 1. Failure to commence to process the grievance within the time limits set  
2 forth above shall bar the grievance.  
3  
4 2. Failure to appeal a decision to the next step within the time limits set  
5 forth above shall constitute acceptance of the last written decision and  
6 shall bar future action on that particular grievance.  
7  
8 4F. Any individual employee may present a grievance and have the grievance  
9 adjusted without intervention of the Union if the adjustment is not  
10 inconsistent with the terms of this Agreement, providing the Union has been  
11 given an opportunity to be present at such adjustment at all steps.  
12  
13 4G. A Union representative may be present at all steps of the grievance  
14 procedure. In the event a Union representative is not present or does not  
15 consent to the resolution of the grievance, any settlement shall not be used  
16 by either party in any other grievance or arbitration proceeding.  
17  
18 4H. Any agreement reached through the grievance procedure will be implemented  
19 promptly.  
20  
21 4I. The time limits referred to in 4E 1 and 2, above, and in 4B, may be waived  
22 by the mutual consent of the Union and the Administration.  
23

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

- 25  
26 5A. Where an employee is discharged or suspended, the employee and the Union  
27 shall be promptly notified thereof in writing by the Employer.  
28  
29 5B. If the employee or the Union wishes to file a grievance in connection with  
30 such discharge or suspension, they may use the grievance procedure set forth  
31 in Article IV hereof, with the following exceptions:  
32  
33 1. The grievance shall be submitted in writing to the Superintendent  
34 directly and the processing of such grievance shall be commenced at  
35 Step 3.  
36  
37 2. The grievance must be presented within fifteen (15) days of the date on  
38 which the employee was discharged or suspended, or fifteen (15) days  
39 after notification has been sent to the Union, whichever date is later.  
40  
41 5C. In discharge or suspension cases only, appeal of the decision to Step 5 of  
42 the Grievance Procedure may be made by the employee and/or the Union to the  
43 American Arbitration Association, provided such appeal is made within thirty  
44 (30) days after delivery of the decision at Step 3. The arbitrator shall be  
45 selected and the arbitration shall be conducted, under the rules of the  
46 American Arbitration Association. The fees and expenses of the arbitrator  
47 and of the American Arbitration Association shall be shared equally by the  
48 Employer and the Union or by the Employer and the employee if the employee  
49 is not represented by the Union. The decision of the arbitrator shall be  
50 final and binding upon the employee involved and upon the parties to this  
51 Agreement and judgment thereon may be entered in any court having jurisdic-  
52 tion. The arbitrator shall confine his/her opinion to the sole question of  
53 whether the discharge or suspension was for just cause under this agreement.  
54

1 5D. Any employee who is reinstated after discharge or suspension which has been  
2 adjudged to have been unjust or improper, will be returned to work on his/  
3 her regular job without loss of seniority rights and with full back pay less  
4 deduction of other earnings for the period in question from employment  
5 pursued in place of employment with Employer, unless Employer and Union  
6 agree otherwise or arbitrator decides otherwise.  
7

8 5E. Nothing in the foregoing shall be construed to empower the arbitrator to  
9 make any decision amending, changing, subtracting from, or adding to the  
10 provisions of this agreement.  
11

12 ARTICLE VI - SENIORITY  
13

14 6A. Probationary Employees:  
15

- 16 1. New employees hired in the unit shall be considered as probationary  
17 employees for the first ninety (90) working days of their employment.  
18 The ninety (90) working day probationary period shall be accumulated  
19 within not more than one (1) year from the first day worked. When an  
20 employee finishes the probationary period, he/she shall be entered on  
21 the seniority list of the unit and shall rank from the day ninety (90)  
22 working days prior to the day he/she completed the probationary period.  
23 There shall be no seniority among probationary employees. Days of  
24 absenteeism shall not be counted towards the fulfillment of the ninety  
25 (90) working day requirement. Any employee who has transferred to or  
26 been promoted to a new position while on probation must complete at  
27 least thirty (30) working days in the new position before he/she can  
28 satisfactorily complete a probationary period under this provision.  
29
- 30 2. An employee on initial probation may not promote, demote, or transfer  
31 until the probationary period is completed.  
32
- 33 3. The Union shall represent probationary employees for the purposes of  
34 collective bargaining in respect to rates of pay, wages, hours of  
35 employment, or other conditions of employment as set forth in Article I  
36 of this Agreement. The Employer shall have the right to discharge and  
37 discipline probationary employees, and the action is not subject to  
38 appeal or grievance.  
39
- 40 4. Proof of testing required of any position will be given upon request to  
41 each individual employee. A Proof of Testing Form (indicating name of  
42 employee, tests passed, and classification for which employee has quali-  
43 fied will be forwarded upon request within 30 days of testing to the  
44 employee.  
45

46 6B. General provisions:  
47

- 48 1. Seniority shall be by classification, which classifications are set  
49 forth in Schedule A.  
50
- 51 2. a. Separate seniority lists will be kept for regular full-time  
52 employees and regular part-time employees except for Food Service  
53 and Paraprofessional/Instructional.  
54

1 b. Temporary employees and substitute employees shall become entitled  
2 to the benefits under this contract when such temporary employees or  
3 substitute employees become regular employees or regular part-time  
4 employees. Further, the seniority date of said employees shall  
5 start from the date that said employees become full-time or regular  
6 part-time employees.

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

14 For example:

|    | <u>Classification<br/>Seniority Date</u> | <u>Unit Seniority<br/>Date</u> | <u>Social Security<br/>Number</u> |
|----|------------------------------------------|--------------------------------|-----------------------------------|
| 15 |                                          |                                |                                   |
| 16 |                                          |                                |                                   |
| 17 |                                          |                                |                                   |
| 18 |                                          |                                |                                   |
| 19 | Employee 1                               | 9-1-59                         | 8-1-50                            |
| 20 | Employee 2                               | 9-1-59                         | 8-2-50                            |
| 21 | Employee 3                               | 9-1-59                         | 10-1-55 333-33-9999               |
| 22 | Employee 4                               | 9-1-59                         | 10-1-55 555-55-9998               |
| 23 |                                          |                                |                                   |

24 For those members of the DFSE unit who joined the unit as a conse-  
25 quence of the annexation of the Fairlane District, the tie breaker  
26 in unit seniority will be the length of service in the Fairlane  
27 District before annexation. If two or more remain tied, the social  
28 security number tie breaker will apply.

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

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

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

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

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

- 53  
54 5. An employee who is absent on approved leave, except for Child Care Leave

1 and Governmental Service Leave, shall accumulate seniority in his  
2 classification.  
3

- 4 6. An employee not working, but receiving workers' compensation benefits  
5 for any reason because of his/her work for Employer, shall accumulate  
6 seniority for the period the employee cannot work and is receiving such  
7 workers' compensation benefits and shall receive any salary increases  
8 and increments.  
9
- 10 7. An employee's seniority shall not be interrupted as a result of layoffs,  
11 injury or illness. Any employee demoted to a lower paying classifica-  
12 tion, on the same seniority list, shall not retain classification  
13 seniority in a higher paying classification, but such higher classifica-  
14 tion seniority shall be transferred to the lower classification, unless  
15 demotion was the result of a bumping process.  
16

17 However, the employee's seniority shall be terminated for any of the  
18 following reasons, unless the Employer and the Union, by agreement in  
19 writing, determine otherwise:  
20

- 21 a. He or she voluntarily quits or resigns.  
22  
23 b. He or she is discharged for cause and the discharge is not reversed  
24 through the grievance procedure.  
25  
26 c. He or she has been on layoff for a period of two consecutive years,  
27 or the time equivalent of his/her seniority at the date of layoff,  
28 whichever be greater.  
29
- 30 8. An employee moved into a job outside the bargaining unit will have  
31 his/her seniority and reinstatement rights frozen as to the time of  
32 movement outside the bargaining unit.  
33
- 34 9. An employee who works on a temporary assignment in a higher classifica-  
35 tion shall not accumulate seniority in that classification.  
36
- 37 10. The Employer shall, within sixty (60) days after the signing of this  
38 Agreement, furnish the Union and post on its bulletin board the seniori-  
39 ty schedule containing the name, date of employment, Social Security  
40 number and classification of each employee. Revised schedules shall be  
41 furnished the Union by the Employer on its bulletin boards every six (6)  
42 months during the term of this Agreement.  
43

44 Any errors perceived in such posted schedules which are called to the  
45 attention of the administration will be corrected promptly whenever  
46 error is conceded. In order to facilitate the proper administration of  
47 this Agreement, the Union shall be furnished, upon request, information  
48 concerning employment date, classification, and rate of pay of any  
49 employee to whom this Agreement is applicable.  
50

51 6C. Layoff and Recall  
52

- 53 1. When a reduction in force becomes necessary, the employer shall deter-  
54 mine the classification(s) to be reduced, the number of employees in

those classifications to be reduced, and where the reductions in force should best occur.

2. Probationary employees and/or employees in apprenticeships within the classifications shall be the first to be laid off.
3. The least senior employee in any classification affected in each office/department/school shall be the next one(s) to be displaced; provided the employees remaining in the classification(s) have the qualifications to perform the necessary work of the classification(s).
4. Such identified displaced persons shall be declared surplus, and any employee thus affected who has sufficient seniority to be retained in the classification may exercise his/her seniority to bump the junior person in that classification on the same shift, provided he/she has the qualifications to do the work, at any one of the following:

|              |                 |                 |
|--------------|-----------------|-----------------|
| Becker       | McDonald        | Lowrey          |
| DuVall       | Nowlin          | Maples          |
| Henry Ford   | Oakman          | Salina          |
| William Ford | River Oaks      | Smith           |
| Haigh        | Snow            | Stout           |
| Howard       | Whitmore-Bolles | Woodworth       |
| Howe         | Miller/Alt. Ed. | Dearborn High   |
| Lindbergh    | Bryant          | Edsel Ford High |
| Long         |                 | Fordson High    |

Administrative Service  
Center/Ten Eyck  
Service Building

HFCC West  
HFCC East (includes Searle-  
Miller HFCC)  
HFCC Dearborn Heights(Fairlane)

5. Should this be impossible, he/she may bump the junior person at any of the above:
  - a. in the same classification on another shift, or
  - b. in a lower classification on the same shift as previously held, or
  - c. if there is no junior employee on the same shift, then the employee may bump the junior employee on another shift.

In each instance, the employee must have the seniority and qualifications to do so. Employees bumping into the major classifications Clerical, Technicians, and Paraprofessionals must be capable of demonstrating the abilities required for the specific position.

6. Any employee thus bumped in this process may use his/her seniority to bump in the same fashion, insofar as his/her seniority and qualifications permit.
7. It is mutually understood that, in respect to the application of VI C he practice will be continued that when, within a major classification,

1 there exist classifications of equal rank for both of which qualifica-  
2 tions are closely similar or the same, bumping will be permitted as  
3 though they were one classification, respectful of total seniority in  
4 either or both classifications.  
5

6 It is further understood that the individual, in order to bump into a  
7 specific position, must be qualified to perform the duties required for  
8 that position.  
9

- 10 8. For purposes of bumping, a leader shall be considered to be a member of  
11 the classification in which he/she regularly works (i.e. the classifica-  
12 tion that determines the employee's basic rate of pay).  
13
- 14 9. When an increase in force is necessary, employees shall be recalled in  
15 reverse order of layoff, before any new employees are hired.  
16
- 17 10. When an employee is laid off, he/she shall be given the opportunity to  
18 indicate in writing, to Human Resources, with a copy to the Union, by  
19 form or letter, his/her interest in any job within the bargaining unit  
20 for which he/she is qualified. Such a written submission shall be  
21 regarded as a bid if a bid situation occurs.  
22
- 23 11. In case of layoff, management will give at least two weeks' notice to  
24 employees affected and to the Union, unless the events that make the  
25 layoff necessary are of such a nature as to render inoperative the func-  
26 tioning of the school system or some part thereof and thus preclude such  
27 advance notice.  
28
- 29 12. Any employee whose position is unilaterally altered by the administra-  
30 tion which results in the employee working a lesser number of months  
31 and/or days per week shall have the right to either: (a) retain the  
32 position or (b) bump the junior employee within the same classification  
33 who works the same number of months and/or days as the affected employee  
34 previously worked, or if there is no junior employee within the same  
35 classification who works the same number of months and/or days, he/she  
36 may, (c) bump the junior person within a previously held classification  
37 who works the same number of months and/or days as the affected employee  
38 previously worked.  
39
- 40 1. Any employees who have been affected as a result of an employee  
41 exercising his or her rights under VI C 12 shall have the right to  
42 either (1) select the position which has been altered in the same  
43 classification or (2) bump the junior employee whose position has  
44 the same number of months and/or days per week in a lower previously  
45 held classification.  
46
- 47 2. In the event more than one employee's position within a classifica-  
48 tion is unilaterally altered by the administration resulting in a  
49 lesser number of months and/or days the right of selection herein-  
50 above set forth shall be exercised in rank order of seniority.  
51

52 6D. Classifications, transfer, promotion, demotion, bids:  
53

54 1. Definitions

- a. A classification is any one of the positions listed in Schedule A.
- b. A major classification is a group of one or more related classifications as set forth in Schedule A.
- c. A transfer is a movement of an employee between locations, shifts or classifications.
- d. A promotion is a movement to a higher paying classification.
- e. A demotion is a movement to a lower paying classification.

## 2. Bid Process

- a. All vacancies will be posted for a period of five (5) days via telephone hotline beginning on Monday mornings at 8 a.m. through the following Friday at 4 p.m. Written notice will be provided to the Union office. Posting will include classification title, hours of work, and number of months. Only those employees who submit bid forms during the five (5) day period will be considered for the job. Detailed job descriptions will be available from the appropriate Office of Human Resources.
- b. Employees may exercise transfer rights one (1) time each school year unless a transfer has been effected within the preceding 12 month period.
- c. Transfer procedure deadlines are established as follows:
  - (1) The earlier of the following dates will be the deadline for refusing a transfer, promotion, demotion: (a) the date transferee is to report to his/her new position; (b) the date of the flowsheet which is sent to all parties concerned including the employees affected.
- d. Any regularly employed employee who is promoted to a different classification will be required to satisfactorily complete a probationary period of sixty (60) working days to start from the date of such transfer. The sixty (60) working day period may be extended for any absences during that period by the amount of said absences. Promotions within a major classification will, however, require only a thirty (30) working day period. When such an employee does not satisfactorily complete the probationary period, he/she reverts back to his/her previous classification and position on the salary schedule, but the employee shall have no guarantee to go back to his/her last assignment, but rather shall bump the junior employee in the previous classification held, provided he/she has the seniority to do so.
- e. When new jobs are created or a vacancy occurs in any classification under the Agreement, the employer may interview the two employees with the highest priorities, and select the employee the employer determines is best qualified to do the job.

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

5  
6 Employees shall be on probation as indicated in "e" above, and  
7 during the probationary period Employer may determine whether the  
8 employee can do the job, which determination shall be final and not  
9 subject to grievance procedure. Employees who fail a probationary  
10 period shall be required to wait at least twelve (12) months before  
11 being allowed to transfer or promote to a different classification.  
12 Employees who fail two probationary periods in the same  
13 classification will not be allowed to transfer or promote to that  
14 classification for a period of two (2) years.

15  
16 All journeymen and licensees in a classification shall be considered  
17 better qualified in that classification than persons who are not  
18 journeymen and not licensees unless they are working in that  
19 classification.

20  
21 Where employees have the qualifications therefore, job vacancies  
22 will be filled in accordance with the following order of priority:

- 23  
24 (1) Return of bumped employee to shift, location, and classifi-  
25 cation from which he/she was bumped, provided:
  - 26  
27 (a) Such vacancy occurs within two (2) years of time he/she was  
28 originally bumped;
  - 29  
30 (b) He/she has not had a voluntary promotion or transfer;
- 31  
32 (2) Any other non-promotion within classification;
- 33  
34 (3) Return from leave or layoff in the same classification;
- 35  
36 (4) Voluntary demotion within same major classification or return  
37 from leave or layoff to lower classification within major  
38 classification;
- 39  
40 (5) Lateral movement within major classification;
- 41  
42 (6) Promotion within major classification or return from leave or  
43 layoff within same major classification, each according to  
44 rank of classification;
- 45  
46 (7) Demotion from any other major classification or return from  
47 leave or layoff to any lower classification from any other  
48 major classification;
- 49  
50 (8) Lateral movement either from outside major classification or  
51 from leave or layoff from other major classification;
- 52  
53 (9) Promotion from outside major classification or from leave or  
54 layoff outside major classification;

1 (10) An employee on probation as a result of a promotion.

2  
3 (11) New Hire.

4  
5 In determining seniority of candidate, if persons applying for the  
6 vacancy have the same qualifications and priority and are within  
7 priorities (1), (2), (3), seniority within the classification shall  
8 govern. If no persons applying for the vacancy are in priorities (1),  
9 (2), (3), unit seniority shall govern, assuming qualifications are  
10 equal.

11  
12 If one of the two people with the highest priorities is selected, no  
13 grievance may be filed by an employee or the Union. Unsuccessful  
14 applicants with a higher priority than, or with the same priority as and  
15 more seniority than the person selected, may, if requested, be given  
16 specific reasons in writing why he/she was not selected. The Union will  
17 be furnished a copy of all transfer requests and bid requests by the  
18 employee and the Union will be furnished with a copy of bid lists for a  
19 given vacancy by the Human Resources Department. Employer shall advise  
20 the Union of its selection for a given vacancy and solicit any comments  
21 the Union may have in connection therewith.

22  
23 g. When secretarial vacancies are filled, whether promotional or otherwise,  
24 they shall be filled by the Employer on the basis of seniority, priority  
25 and ability. It is recognized that every assignment within a given  
26 secretarial classification does not require the same specific set of  
27 abilities. Consequently, it is recognized that any applicant for  
28 transfer should be capable of demonstrating the abilities required for  
29 the specific position sought.

30  
31 h. When vacancies occur in the major classification Bus Driver, preference  
32 will be given in a manner which recognizes length of service as a  
33 current Relief Bus Driver or a present employee that was a former  
34 Regular Bus Driver, provided said former Regular Bus Driver had  
35 submitted to Human Resources a letter of intent indicating the desire to  
36 return to the classification Bus Driver prior to any vacancy. The date  
37 an employee is (or was) determined to be qualified as a Relief Bus  
38 Driver will be recorded and used as a seniority date for ranking of  
39 applicants for Bus Driver vacancies from the Relief List. If a person's  
40 name is taken off the Relief List (by written request of employee or by  
41 written notification by supervisor for just cause), this date will be  
42 adjusted to reflect the time off the list. Return to the Relief List  
43 will be by written application to the Human Resources Department and  
44 subject to review of the reason for leaving the list. Only those  
45 currently on the Relief Bus Driver List can exercise such Relief List  
46 seniority. Unit seniority will be used to break such ties as may occur.  
47 Part-time Bus Drivers may qualify for the Relief Bus Driver List in the  
48 same manner as other employees.

49  
50 When vacancies occur in the major classification Grounds, preference  
51 will be given in a manner which recognizes length of service as a  
52 current Relief Grounds person or a present employee that was a former  
53 Regular Grounds person, provided the former Regular Grounds person had  
54 submitted to Human Resources a letter of intent indicating the desire to

1 return to the classification Grounds, prior to any vacancy. The date an  
2 employee is (or was) determined to be qualified as a Relief Grounds  
3 Person will be recorded and used as a seniority date for ranking of  
4 applicants for Grounds vacancies from the Relief Grounds List. If a  
5 person's name is taken off the Relief List (by written request of  
6 employee or by notification of supervisor for just cause), this date  
7 will be adjusted to reflect the time off the list. Return to the list  
8 will be by written application to the Human Resources Department and  
9 subject to review of reason for leaving list. Only those currently on  
10 the Relief Grounds List can exercise such Relief List Seniority. Unit  
11 seniority will be used to break such ties as may occur.  
12

- 13 i. Employees who are designated as Relief Managers shall be given prefer-  
14 ence over other Food Service Assistants, Cooks, Bakers, Grill Cooks, and  
15 new hires for all Food Service Manager vacancies.  
16

17 The date on which an employee is (or was) appointed as a Relief Manager  
18 will be recorded and used as a seniority date for ranking of applicants  
19 for Food Service Manager vacancies. If a person's name is taken off the  
20 relief list (by written request of employee or by written notification  
21 by supervisor for just cause), this date will be adjusted to reflect the  
22 time off the list. Return to the list will be by written application to  
23 the Department of Human Resources and subject to review of reason for  
24 leaving list. Only those currently on the Relief Manager List can  
25 exercise such Relief List seniority. Unit seniority will be used to  
26 break such ties as may occur.  
27

- 28 j. When vacancies occur in the classification of Stock Clerk Checker, pref-  
29 erence will be given in a manner which recognizes length of service as a  
30 current Relief Stock Clerk Checker, the date an employee is (or was)  
31 determined to be qualified as a Relief Stock Clerk Checker will be  
32 recorded and used as a seniority date for all applicants for Stock Clerk  
33 Checker vacancies from the Relief Stock Clerk Checker list.  
34

- 35 k. Priority for promotion to vacant Building Operations Specialist  
36 positions shall be as follows:  
37

38 (1) Relief Building Operations Specialists in order of their placement  
39 on the current relief list for that classification. Individuals  
40 placed on the relief list on the same date shall be listed in order  
41 of their unit seniority.  
42

43 (2) Building Operations Specialist trainees with appropriate license.  
44 Individuals placed on the trainee list on the same date shall be  
45 listed in order of their unit seniority.  
46

47 (3) Custodial "C" employees with appropriate license who have not  
48 failed the BOS training program.  
49

- 50 l. Custodial C positions shall be filled from either Custodial B-1, B-2 or  
51 A, based upon seniority and ability without regard to classification or  
52 full/part-time status. Employees interested in a promotion to B-1 or B-  
53 2 positions will indicate interest with a letter of intent.  
54

1 m. All appointments to entry level positions as Engineer shall:

2 (1) give priority consideration to building operations specialists.

3  
4  
5 (2) be based on standard criteria which include consideration of  
6 seniority as a building operations specialist, the extent and  
7 nature of relief experiences in engineer position, and such other  
8 criteria as may be relevant.

9  
10 Such criteria as are referred to above shall be formulated and  
11 published by a joint committee of DFSE, administrative and super-  
12 visory personnel. Such criteria shall be periodically reviewed,  
13 based upon experience, by the same type of committee.

14  
15 The final recommendation of a prospective Engineer shall be a  
16 responsibility of the Human Resources Department, through the  
17 Superintendent, subject to the Union's right to grieve.

18  
19 6E. Demotion from supervision or unclassified position:

20  
21 Notwithstanding any other provisions of this Agreement to the contrary, the  
22 following provisions shall apply in respect to the involuntary demotion by  
23 Employer, because of layoffs or otherwise, of supervisory or unclassified  
24 persons back into the bargaining unit:

25  
26 1. This provision shall only apply to supervisors or unclassified people  
27 not represented by another labor organization. Persons represented by  
28 another labor organization shall have no right to return to this  
29 bargaining unit except as provided for in 6E4.

30  
31 2. Persons involuntarily returned to the bargaining unit from supervisory  
32 or unclassified positions shall bump the least senior person in the  
33 classification last held by the returning person prior to leaving the  
34 unit; provided the returning person has more seniority in that classifica-  
35 tion than the person being bumped. If the returning person does not  
36 have sufficient classification seniority to bump any person in that  
37 category, the returning person may bump the least senior person in any  
38 other classification, provided the returning person has more classifica-  
39 tion seniority than the person to be bumped and provided further that  
40 the returning person is qualified to do the work. Seniority in any  
41 higher classification shall be counted in determining classification  
42 seniority.

43  
44 3. The person bumped may bump the junior person in any lower classification  
45 on the same shift, or, if that cannot be done, on another shift, provid-  
46 ed he/she has more classification seniority and is qualified to do the  
47 work. Seniority in any higher classification shall be counted in deter-  
48 mining classification seniority. This process shall continue until the  
49 person bumped does not have sufficient classification seniority to bump  
50 anyone in any lower classification in which he/she is qualified to do  
51 the work.

52  
53 4. Any individual who promotes from a position or job within the unit to a  
54 job within the jurisdiction of another bargaining unit, shall have a

1 period of six months to return to his/her former classification within  
2 the Union without loss of seniority.

3  
4 In the event that the employee returns to this bargaining unit within  
5 the six month period, he/she shall return to his/her former classifica-  
6 tion, and replace the junior employee in said classification.  
7

8 Article VII - NEW CLASSIFICATIONS AND RECLASSIFICATION  
9

10 7A. The Employer and the Union will mutually agree on a pay rate for any new  
11 classification within the bargaining unit. In the event the parties are  
12 unable to agree as to rate of pay for the new classification and/or whether  
13 it is within the bargaining unit, such dispute shall be submitted to the  
14 grievance procedure contained in this Agreement. The rate established shall  
15 be retroactive to the start of the operation.  
16

17 7B. As to reclassification requests, these shall be acted upon by a reclassifi-  
18 cation committee which shall include a chairperson from the Human Resources  
19 Department and two (2) members from HFCC and two (2) members from P-12  
20 appointed by the employer, and two (2) members appointed by the DFSE.  
21

- 22 1. The committee shall meet in May and November of each year to act on all  
23 requests filed with the chairperson of the committee.  
24
- 25 2. Reclassification is concerned solely with investigating, reviewing, and  
26 determining that an employee is, in fact, performing the duties of one  
27 classification and being paid the rate of another classification. The  
28 committee will have no authority to change the number of hours worked  
29 per day or the number of months worked per year by an employee. When an  
30 incorrect classification of an employee is determined to exist, the  
31 reclassification committee recommends necessary correction to the Office  
32 of Human Resources.  
33
- 34 3. The decision of the reclassification committee is not subject to the  
35 grievance procedure and the only appeal therefrom is as set forth in  
36 subparagraph 9 hereof.  
37
- 38 4. The chairperson of the committee will furnish the Union with a copy of:  
39
  - 40 a. Application for reclassification;
  - 41 b. Agenda two (2) days prior to the meeting;
  - 42 c. Committee minutes within two (2) weeks after the committee meeting.  
43
- 44 5. An employee, the Union on behalf of an employee, a supervisor, or an  
45 administrator, may initiate a request for classification change.  
46  
47

48  
49 If the employee or the Union initiates the request, the employee or the  
50 union shall submit the request with appropriate explanation to the  
51 immediate supervisor. The supervisor will forward requests to the  
52 chairperson of the committee through proper channels with his/her  
53 recommendation regardless of whether or not the supervisor concurs.  
54

6. Application must be filed with the chairperson of the committee by April 15 to be considered at the May meeting and October 15 to be considered at the November meeting.
7. Any member of the committee, if necessary, may request that the employee and/or supervisor furnish additional information or appear before the committee. The employee whose request for reclassification is being considered may request that his/her supervisor appear before the committee.
8. The employee shall be notified of the committee's decision in writing within two (2) weeks after the decision is made.
9. The employee and/or the Union may appeal the ruling of the committee within one (1) week following notification. A P-12 appeal must be submitted to the Superintendent, in writing. A HFCC employee appeal must be submitted to the President, in writing. In either case, the Superintendent or President shall hold an appeal hearing within two (2) weeks of the appeal request. The employee and the Union representative shall be present.
10. Changes in classification shall be submitted for approval to the Board of Education.
11. Any position which is reclassified upwards and has been held by the current occupant for less than six (6) full months prior to the reclassification, will be re-bid.

#### ARTICLE VIII - WORK ASSIGNMENTS

- 8A. The normal work week will be regarded as Monday through Friday for all classifications other than those engaged in 7-day operation (HFCC B.O.S.). Four custodial C's on swing assignment at HFCC may be assigned to work Tuesday through Saturday beginning July 1, 1994. The work day for regular full-time employees shall be considered as eight (8) hours of work per day five (5) days per week or ten (10) hours of work per day four (4) days per week. At P-12, such four-day operations would occur only during the summer recess when school is not in session. The four-day work week will consist of any four (4) consecutive days, Monday through Friday.

The hours of work, including the starting time and the quitting time will be reported in the Building Personnel Report. The work day for regular part-time employees will be considered those hours reported in the Building Personnel Report. (The work week for regular part-time employees shall be considered less than forty (40) hours per week and/or less than eight (8) hours per day).

For all employees whose work schedules vary from the traditional Monday through Friday, holidays, personal business, sick time and vacation hours will be computed on a pro-rata basis.

A copy of the Building Personnel Report as standardly compiled for the Human Resources Department will be posted in each building and the Human Resources Department will provide the Union with a complete copy of the accumulated

1 Building Personnel Report.

2  
3 Any questions and/or problems that may arise regarding such reports and  
4 their implementation will be directed to the meetings referred to in Article  
5 X C and/or the Administration.

6  
7 The Employer shall determine needs for employees in any classification dur-  
8 ing the summer months beyond those employees normally working during such  
9 summer months.

10  
11 Summer work, if available, will be offered to ten and eleven month employees  
12 on an as-need basis. Employees will be offered an opportunity to sign up on  
13 one of four lists based on employee's interest and qualifications. The  
14 lists will be as follows:

- 15  
16 1. Transportation  
17 2. Custodial  
18 3. Secretarial  
19 4. Paraprofessional/Instructional  
20

21 Employees who are on relief lists will have priority in summer work assign-  
22 ments.

23  
24 Employees will be ranked and called in seniority order, recognizing that  
25 jobs are offered for indefinite periods of time. An employee shall not be  
26 able to refuse more than two assignments before being dropped from the list  
27 for the summer. An employee shall be granted one paid sick day in the  
28 summer. After the second day of absence, the employee may, at the  
29 discretion of the administrator, be dropped from the program.

30  
31 Ten and eleven month employees who work during the summer will not be  
32 entitled to either paid or unpaid vacation.

33  
34 All ten and eleven month employees who work in their own classification dur-  
35 ing the summer recess shall receive their regular hourly rate of pay. An  
36 employee working in a lower classification during the summer recess shall  
37 receive Step 4 of the lower classification or his/her regular rate,  
38 whichever is less.

39  
40 Any other employee will be paid according to the provision of 8C.

- 41  
42 8B. Employer realizes that employees desire to work only within their classifi-  
43 cations. The Union realizes that in order to have flexibility in the system  
44 and to get work done it is necessary at times that employees work outside of  
45 their classifications. Employer agrees to work employees within their clas-  
46 sification when practicable. However, Employer shall have the right to make  
47 work assignments either within or without the classification. The Employer  
48 agrees not to assign persons in the skilled classifications A, B or C to  
49 Building Operational classifications within or outside the unit, without  
50 their consent, and unless no appropriate relief personnel are available as  
51 defined in this Agreement. The Employer further agrees that no employee in  
52 the skilled classification A, B or C shall be assigned work in another clas-  
53 sification for more than eight (8) hours in any work week without the  
54 employee's consent. In addition, the Union agrees that the skilled classi-

1        fication employees A, B or C will cross classifications to accomplish a  
2        given task within their classification and that the skilled classification  
3        A, B or C employees will continue to cooperate with each other for the bene-  
4        fit of the school system.

5  
6        8C. Employees assigned temporarily to a higher classification and not covered in  
7        such assignment by other provisions of this contract shall be paid fifteen  
8        (15¢) more per hour or the minimum rate for the higher classification, wh-  
9        ichichever is higher, provided the maximum rate of the higher classification is  
10       not exceeded, in which event the employee shall receive the maximum rate of  
11       the higher classification.

12  
13       8D. The Union will not object to supervisors continuing to perform labor of the  
14       type they now perform; provided, however, that supervisors shall not perform  
15       manual labor on Saturdays unless at least one bargaining unit employee in  
16       the classification involved shall also be working on said Saturday. It is  
17       understood that the primary function of a supervisor is to supervise and  
18       that the performance of manual labor is a secondary consideration. This is  
19       especially significant where more than one crew under supervision is at work  
20       in a given trade or trades. In an emergency situation, however, the joint  
21       efforts of all employees involved in the situation is essential to the  
22       speedy and effective resolution of the emergency.

23  
24       8E. Temporary help may perform maintenance and operation, clerical, transporta-  
25       tion and cafeteria work providing no employee within the bargaining unit who  
26       has the necessary skills and abilities to perform said job is on layoff.

27  
28       The Union will not object to the continuance of present patterns of employ-  
29       ment of students provided that in no instance will students so engaged be  
30       transferred or assigned so as to result in a reduction of work force of bar-  
31       gaining unit members, or as a replacement for staff reductions effected  
32       through layoff or attrition.

33  
34       8F. It is recognized that all disputes on work assignments should be resolved at  
35       the building or department level wherever possible.

36  
37       8G. Upon request by a supervisor, on the basis of need and upon approval of the  
38       Director of Building Services, custodial "A" employees in particular build-  
39       ings may be called in to work in advance of their normal work year.

40  
41       8H. 1. Immediately after the fourth Friday enrollment, bus runs having been  
42       stabilized, bus drivers will be given the opportunity, in rank order of  
43       seniority as a bus driver, to select the bus run of their choosing for  
44       the year. If a vacancy should arise during the course of the year, the  
45       Supervisor of Transportation will exercise his/her best judgment to  
46       appoint a bus driver to that run for the remainder of the year. If any  
47       major alterations in a bus run should occur, i.e., one and one-half or  
48       more hours per day for twenty (20) consecutive work days, the initial  
49       process described in the first sentence will be repeated.

50  
51       2. Immediately after the fourth Friday enrollment, bus runs having been  
52       stabilized, bus attendants will be given the opportunity, in rank order  
53       of seniority as a bus attendant, to select the bus attendant run of  
54       their choosing for the year. If a vacancy should arise during the

1 course of the year, the Supervisor of Transportation will exercise  
2 his/her best judgment to appoint a bus attendant to that bus attendant  
3 run for the remainder of the year. If any major alterations in a bus  
4 run should occur, i.e. one and one-half or more hours per day for twenty  
5 (20) consecutive work days, the initial process described in the first  
6 sentence will be repeated.  
7

- 8 3. As soon as specific work assignments for Food Service employees in a  
9 given school year can be reasonably stabilized, but in any event, no  
10 later than one week after the fourth Friday count, employees shall be  
11 given choice among assignments within their classification and school in  
12 rank order of seniority.  
13

14 The opportunity will be made available for the repetition of such a pro-  
15 cedure within one (1) week after the start of the second semester. At  
16 H.F.C.C., specific work assignments for Food Service employees shall be  
17 selected during the second week in May and the second week in November  
18 to be effective the following semesters.  
19

- 20 4. Employees in custodial A and C classifications may request, in writing  
21 to their supervisor, their preference of assignment. Assignment prefer-  
22 ences must be submitted by the fourth Friday of each September for  
23 employees of the Dearborn Public Schools and by the second Friday of  
24 each July for employees of Henry Ford Community College. Assignment  
25 requests will be considered on the basis of classification seniority  
26 within their shift and location. The supervisor will attempt to make  
27 the assignment as requested; however, right of assignment will remain  
28 with the supervisor. This article is subject to the grievance  
29 procedure.  
30

- 31 5. When a pre-trip inspection is required of a driver, he/she shall be  
32 allotted at least 15 minutes to complete the inspection.  
33

- 34 6. Whenever possible, paraprofessional/instructionals who are required to  
35 perform their work duties on a bus or are assigned to a bus will be  
36 included with the regular bus attendants in inservice training programs.  
37

- 38 8I. The junior employee of the stock clerk checker classification at the general  
39 warehouse location will be assigned to operate delivery vehicles unless  
40 another employee with a higher seniority in the classification at that loca-  
41 tion volunteers for the assignment.  
42

- 43 8J. If an employee is to be assigned from a given classification (at a partic-  
44 ular location if applicable) to a position in any other classification, the  
45 junior person in the given classification (at a particular location if  
46 applicable) will be so assigned, unless another employee volunteers from the  
47 given classification (and location if applicable). If there are more volun-  
48 teers than needed, the senior volunteer should be assigned.  
49

- 50 8K. If it is determined that a member of the bargaining unit should be assigned  
51 to perform operational functions in a given building in a position not  
52 regularly occupied by a member of the bargaining unit, priority shall be as  
53 follows:  
54

1. Building operations specialist in given building
2. Building operations specialist in another building
3. Building operations specialist on layoff
4. Building operations specialist-trainee with appropriate license
  - a. in the same building
  - b. in another building
5. Custodial "C" in same building with appropriate license
6. Custodial "C" in another building with appropriate license

When priority is the same, classification seniority shall govern.

Persons relieving an engineer or building operations specialist should have a minimum of six (6) weeks' prior training.

- 8L. If it is determined that a member of the bargaining unit shall replace a building operations specialist in a given building, priority shall be as follows:

1. Building operations specialist on layoff
2. Relief B.O.S.
3. Building operations specialist-trainee with appropriate license
  - a. in the same building
  - b. in another building
4. Custodial "C" in the same building with appropriate license
5. Custodial "C" in another building with appropriate license

When priority is the same, classification seniority shall govern.

- 8M. If it is determined that additional employee(s) will be needed temporarily in specific classifications (other than building operations specialists) above the entry level, such need will be advertised to members of the bargaining unit, and applications accepted from those in lower classifications. A list of qualified applicants will be prepared and maintained. Priority on the list will be determined by:

1. date of entry on the list
2. system-wide seniority

Whenever additional employees are temporarily needed, the highest priority person on the list who is available (present for work and not already assigned in the higher classification) will be offered the assignment, if applicable. All bus routes must be covered before release of bus drivers.

1 In no case will an employee whose primary job involves driving be assigned  
2 relief work for a six-hour period prior to his/her regular shift. It will  
3 be at the discretion of the employer to allow an employee to work outside  
4 his/her classification more than eight (8) hours in a 24 hour period (12:01  
5 a.m. - midnight).  
6

- 7 8N. Where health reasons or inability to meet the qualifications of the position  
8 demand that an employee change classifications, the employee shall be  
9 allowed to exercise seniority and move into the classification which he/she  
10 has the physical ability and skills and qualifications to perform provided  
11 that either there is a vacancy (subject to the provisions of the priorities  
12 enumerated in 6D2f) or that he/she has sufficient seniority to bump a  
13 current occupant of said classification. The administration may request a  
14 physical examination of the employee by a physician of its choosing and at  
15 district expense.  
16

17 Any employee required to change classification for the reasons enumerated  
18 herein and who at a later date regains his/her health or qualifications  
19 shall be allowed to return to the former classification above all others at  
20 the first available vacancy. If the recovery of health or qualifications  
21 occurs within one (1) year, the employee may return earlier if there is a  
22 probationary employee in the classification, in which case he/she may bump  
23 that probationary employee immediately. The employee so bumped may exercise  
24 rights under 6D2e.  
25

- 26 80. When an extended absence, i.e. when the absence has lasted three days and is  
27 anticipated to continue or when the absence is known to last at least three  
28 days, occurs within the major classification Bus Driver, full time  
29 assignment, the run will be offered to the available Relief Bus Driver for  
30 the remainder of the absence. Available means at work and not already  
31 assigned to a full time run to fill an extended absence. Upon return of the  
32 full time person, the temporarily assigned person will return to his/her  
33 normally assigned run. Permanent filling of the vacancy will be in  
34 accordance with 6D2h.  
35

#### 36 ARTICLE IX - SUBCONTRACTING 37

- 38 9A. The Employer agrees no work or service presently performed by or hereafter  
39 assigned to the collective bargaining unit will be contracted out to an  
40 independent contractor when a bargaining unit employee or employees, who  
41 could do the work within the allotted time and are in the same classifica-  
42 tion as the work to be contracted out, are temporarily laid off.  
43
- 44 9B. If, for an individual construction project, it is possible to perform the  
45 work required on an overtime basis within a reasonable time period with the  
46 number of employees available and willing to work, Employer agrees to do so;  
47 however, the decision of the Employer will be final and not subject to the  
48 grievance procedure.  
49
- 50 9C. The Employer agrees that it will not subcontract work of the employees of  
51 the bargaining unit if said subcontract directly results in the laying off  
52 of employees of the bargaining unit.  
53  
54

1 ARTICLE X - PRESENT PRACTICES

2  
3 10A. Present practices and procedures which affect employees of the bargaining  
4 unit, but which are not covered in this Agreement, will not be changed  
5 unless the Union is first consulted. The Employer has the right to change  
6 any practice or procedure, such action to be subject to the Union's right to  
7 grieve. No employee in the bargaining unit shall be reprimanded for any  
8 acts or omissions done or not done because of a change in present procedure  
9 or practice of which the employee was not previously made aware, but he/she  
10 shall be informed of such change after the occurrence of such act or omis-  
11 sion. After said employee has been informed of such change in procedures  
12 and practices, he/she shall be held liable for the acts or omissions of such  
13 procedures or practices.  
14

15 10B. The Director of Building Services will schedule meetings of an advisory  
16 safety committee at least four times per year to discuss employee safety  
17 hazards and safety practices in the district. The committee shall be  
18 composed of representatives of all employee groups. The Employer and the  
19 Union will continue to cooperate in implementing and maintaining all health  
20 and safety rules and practices. All employees represented by the Union will  
21 fully observe and comply with all requirements of the Michigan Occupational  
22 Safety and Health Act M.I.O.S.H.A. When completed, a Safety Handbook will  
23 be made available to all employees.  
24

25 10C. Meetings between representatives of the Administration and the representa-  
26 tives of the Executive Board of the D.F.S.E. will be scheduled at the  
27 request of either party and at a time and place mutually agreeable for the  
28 purpose of discussing and alleviating current problems.  
29

30 Whenever possible, the agenda for said meetings will be agreed upon in  
31 advance in order that adequate preparation may be undertaken and/or that ap-  
32 propriate resource people may attend the meeting.  
33

34 10D. The recommendations of the joint Labor-Management Apprenticeship Committee  
35 dated July 26, 1989 and revised September 23, 1992 will be operational  
36 effective October 26, 1992.  
37

38 10E. A joint committee shall be established to implement any food service train-  
39 ing program approved by the Board of Education and Union. This committee  
40 should consist of four (4) members, two (2) from the D.F.S.E. and two (2)  
41 from the Administration.  
42

43 ARTICLE XI - MANAGEMENT RIGHTS

44  
45 Subject to the terms of this Agreement, and except as modified by the specific  
46 terms of this Agreement, the Employer retains all rights and powers to manage the  
47 Dearborn Public Schools and Henry Ford Community College, and to direct its  
48 employees. The Union recognizes these management rights and responsibilities as  
49 conferred by the Laws and Constitution of the State of Michigan and as are inher-  
50 ent in the rights and responsibilities to manage the Public School System,  
51 including, but not limited to, the right:  
52

53 11A. To the exclusive management and administrative control of the school system  
54 and its properties and facilities, and the activities of its employees

1 during employee working hours;  
2

3 11B. To hire all employees and, subject to the provisions of law, to determine  
4 their qualifications and the conditions for their continued employment, or  
5 their dismissal or demotion; and to promote, and transfer all such  
6 employees;  
7

8 11C. To determine the hours of work and the duties, responsibilities, and assign-  
9 ments of employees, and the terms and conditions of employment.  
10

11 The exercise of the foregoing powers, rights, authority, duties, and  
12 responsibilities by the Employer, the adoption of policies, rules, regulations,  
13 and practices and furtherance thereof, and the use of judgment and discretion in  
14 connection therewith shall be limited only by the specific and express terms of  
15 this Agreement and then only to the extent such specific and express terms hereof  
16 are in conformance with the Laws and Constitution of the State of Michigan, and  
17 the Laws and Constitution of the United States.  
18

#### 19 ARTICLE XII - COLLECTIVE BARGAINING 20

21 The parties acknowledge that, during the negotiations which resulted in this  
22 Agreement, each had the unlimited right and opportunity to make demands and  
23 proposals with respect to any subject or matter not removed by law from the area  
24 of collective bargaining, and that the understanding and agreements arrived at by  
25 the parties after the exercise of that right and opportunity are set forth in  
26 this Agreement. Therefore, the Employer and the Union, for the life of this  
27 Agreement, each voluntarily and unqualifiedly waives the right, and each agrees  
28 that the other shall not be obligated, to bargain collectively with respect to  
29 any subject or matter referred to, or covered in this Agreement, or with respect  
30 to any subject or matter not specifically referred to or covered in this Agree-  
31 ment, even though such subject or matter may not have been within the knowledge  
32 or contemplation of either or both of the parties at the time that they negotiat-  
33 ed or signed this Agreement.  
34

#### 35 ARTICLE XIII - RATES OF PAY ON PROMOTIONS AND DEMOTIONS 36

37 An employee promoted to a higher paying classification will experience an anni-  
38 versary date change to the date of the promotion and advance to the pay step in  
39 the new classification which is nearest to the employee's previous pay step;  
40 provided that the employee will not receive less than a fifteen cent (15¢) per  
41 hour raise unless such a raise would cause the maximum rate of the new classifi-  
42 cation to be exceeded.  
43

44 If an employee is demoted to a lower paying classification the employee's present  
45 anniversary date will be changed to the date of demotion and he/she will be  
46 placed on a step in the lower classification which is nearest the previous step  
47 in the old classification and which will result in a loss of pay of fifteen cents  
48 (15¢) per hour or less. A loss of more than fifteen cents (15¢) per hour may  
49 result to prevent maximum rate in any classification from being exceeded.  
50

#### 51 ARTICLE XIV - REPORTING AND CALL IN PAY 52

53 14A. Any employee who is scheduled or required to and does report for work on any  
54 day and is not put to work for at least one-half of said employee's regular

1 shift shall be paid at said employee's regular rate for one-half of said  
2 employee's regular shift, not to exceed four (4) hours, except as otherwise  
3 set forth herein.  
4

5 14B. Except as otherwise set forth herein, any employee who is called to work  
6 because of emergency work, meetings, banquets, or sporting or recreational  
7 events, shall receive a minimum of two (2) hours' pay at the employee's  
8 regular rate of pay plus overtime pay if applicable.  
9

10 14C. Employees required to do building checks shall receive a minimum of two (2)  
11 hours' pay at their regular rate of pay plus overtime pay if applicable.  
12

13 14D. Food service employees when reporting for work outside their regular hours,  
14 will be guaranteed four (4) hours' pay at said employee's regular rate for  
15 nonschool-sponsored activities no matter how long they work. Food service  
16 employees when reporting for work outside their regular hours will be  
17 guaranteed only two (2) hours' pay at said employee's regular rate for  
18 school-sponsored functions and PTA meetings.  
19

#### 20 ARTICLE XV - MISCELLANEOUS SALARY ADJUSTMENTS

##### 21 15A. General

- 22 1. An employee shall receive an additional six cents (6¢) per hour above  
23 the wage scale set forth herein for each one hundred (100) clock hours  
24 of in-service training to a maximum of three hundred (300) clock hours,  
25 provided that such training is approved in advance in writing by the  
26 appropriate Supervisor.  
27
- 28 2. Employees in the skilled classifications A, B or C shall receive an  
29 additional six cents (6¢) per hour for each five (5) year period with  
30 Employer in their present major classification.  
31
- 32 3. Payment for any combination of "1" and "2" above shall not exceed eigh-  
33 teen cents (18¢) per hour.  
34
- 35 4. Each employee shall receive an additional twenty cents (20¢) per hour  
36 above the wage scale set forth herein commencing with the tenth year of  
37 seniority (i.e. after completing the ninth year) with Employer, an addi-  
38 tional twenty cents (20¢) per hour commencing with the sixteenth year of  
39 seniority (i.e. after completing the fifteenth year) with Employer, and  
40 an additional twenty cents (20¢) per hour commencing with the twenty-  
41 fifth year of seniority (i.e. after completing twenty-four years) with  
42 Employer. No other longevity payments will be paid, regardless of past  
43 practice.  
44
- 45 5. If any regular part-time employee's hours are increased or decreased  
46 above or below said employee's regular work schedule, between adjustment  
47 periods, adjustments will be made in sick days, holidays, and vacation  
48 pay to reflect the adjusted hours. These adjustments will be made on  
49 October 1, and April 1 for the previous six (6) month period, based upon  
50 periods ending August 31, and February 28, respectively.  
51
- 52 6. If a full-time employee is required to work four (4) or more hours  
53  
54

continuing beyond the regular work schedule, in those four (4) or more hours he/she will be provided with a paid lunch break not to exceed thirty (30) minutes.

7. Any employee working a split shift wherein the scheduled time between shifts is one (1) hour or less will remain on the clock for such time. Any employee on split shift as defined above shall be accountable for work done during the time between shifts. Such account shall be signed and submitted weekly to the employee's supervisor on a form supplied by the Employer.

#### 15B. Specific (Food Service)

1. Food service employees designated by Employer to train cooks or food service assistants will receive, while performing such training, thirteen cents (13¢) per hour above the wage scale, and food service employees designated by Employer to train food service managers will receive, while performing such training, twenty cents (20¢) per hour above the wage scale.
2. Food service employees who work beyond the normal work day for banquets, etc., will be paid fifty cents (50¢) additional per hour for each hour worked beyond the normal work day until a total of eight (8) hours for the day has been accumulated. Thereafter premium rates as provided elsewhere will prevail.
3. At least three (3) Food Service Assistants and not more than four (4) Cooks/Bakers will be designated as Relief Managers by the Employer using the bid process. When relieving, the Relief Manager will be paid twenty cents (20¢) above his/her normal rate per hour or the differential between his/her normal rate and the minimum rate of the job for which he/she is relieving, whichever is higher. When an employee relieves a Satellite Manager for less hours than he/she normally works, he/she will be paid his/her regular rate for the normal hours he/she would have worked or the above rate for the hours actually worked, whichever results in the greater pay for the day.

The Food Service Assistants who are designated as Relief Managers will be assigned to relieve in Satellite Manager positions as needed. When these Relief Managers are not available, the Cooks/Bakers designated as Relief Managers will be assigned as needed in Satellite Manager positions.

If there is no Relief Manager in a Class I or II building, the previous practice of having Cooks/Bakers relieve in their regularly assigned buildings as necessary will be continued. For any absence of a continuing nature (more than one week) Cooks/Bakers designated as Relief Managers will be utilized insofar as they are available.

4. Food Service Managers at base kitchens for satellite programs shall be paid twenty cents (20¢) additional per hour while on such assignments.
5. Food Service Assistants at satellite kitchens without a Satellite Manager will receive twenty cents (20¢) per hour above their regular rate of

1 pay.

2  
3 15C. Specific (Custodial "C" Employees)

- 4  
5 1. Building operations specialist-trainees will be paid no less than  
6 fifteen cents (15¢) per hour above the first step Custodial "C" rate and  
7 no more than fifteen cents (15¢) per hour above the fifth step Custodial  
8 "C" rate while they are directly engaged in on-the-job training.

9  
10 Any person can bid for the position of BOS trainee. The administration  
11 shall use a written test which will be announced beforehand. All  
12 persons who achieve a passing score will be eligible for an oral exam  
13 conducted by a committee selected by the administration. The  
14 administration will develop a scoring system and a passing score which  
15 will be announced beforehand. Selection for the position of BOS trainee  
16 shall be by seniority among those persons who pass both the written and  
17 the oral test.

- 18  
19 2. Any employee, while relieving Building Operations Specialists, shall  
20 receive no less than twenty-five cents (25¢) per hour above the first  
21 step Custodial "C" rate and no more than twenty-five cents (25¢) per  
22 hour above the fifth step Custodial "C" rate.

23  
24 15D. Specific (Bus Drivers)

25  
26 Bus drivers who are assigned to the mail run will be paid twenty-five  
27 cents (25¢) per hour additional while on such assignment.

28  
29 15E. Specific (Building Operations Specialists)

- 30  
31 1. Any Building Operations Specialist (BOS) assigned to Henry Ford Communi-  
32 ty College must possess a City of Dearborn first class refrigeration  
33 license.  
34  
35 2. Any Building Operations Specialist (BOS) assigned to Henry Ford Communi-  
36 ty College shall receive an additional fifteen cents (15¢) per hour for  
37 all hours actually worked.  
38  
39 3. Building operations specialists, while assigned to fill in for  
40 engineers, shall earn forty cents (40¢) per hour over their regular  
41 hourly rate.

42  
43 15F. Specific (Skilled Trades)

- 44  
45 1. When a skilled trade apprentice is assigned to a specific trade area, no  
46 other apprentice shall be used in that area prior to the first appren-  
47 tice having completed his/her four (4) years apprenticeship, unless more  
48 than one apprentice is assigned to that specific trade area.  
49  
50 2. Employee, while working as a Relief Mechanic, shall receive the minimum  
51 rate of the Mechanic classification or twenty-five cents (25¢), whichev-  
52 er is higher.  
53  
54 3. The senior Motor/Equipment Mechanic shall receive seventy cents (70¢)

per hour over his/her regular hourly rate.

15G. Specific (Stock Clerk Checkers)

Stock clerk checkers, while assigned to fill in for the senior stock clerk checker, shall earn thirty cents (30¢) per hour over their regular hourly rate.

15H. Specific (Leaders)

1. Employee, while working as a temporary or relief leader, shall receive fifty cents (50¢) per hour over his/her regular hourly rate for each hour worked.
2. Employee, while classified as full time maintenance leader, shall receive the premium specified in schedule B in addition to their regular hourly rate for each hour that they receive pay.
3. All appointments to maintenance leader positions or Motor/Equipment Mechanic shall be bid. However, selection will be based upon relevant criteria developed by the administration, which shall include consideration of seniority as a member of the element of the bargaining unit to be led.
4. Maintenance Leaders appointed to lead Multi-Level Skilled Trades shall receive the highest hourly rate of the trade being led, plus seventy cents (70¢) per hour.
5. The Motor/Equipment Mechanic leader shall receive seventy cents (70¢) per hour over his/her regular hourly rate.

15I. When a need for laborers exists, the position shall be filled in the following order of priority and seniority:

1. Custodial C
2. Custodial B
3. Custodial A

Laborers will only be used to supplement Skilled Trades persons and must be replaced at the Entry Level when school is in session by:

1. Building Operations members of the bargaining unit who are not currently working due to their status as a less than 12 month employee.
2. Laid-off bargaining unit employees who are classified as Building Operations.
3. Retirees.
4. Substitutes.

Laborers may only be utilized when classes are not in session, with the exception of those assisting in roofing who may be utilized between April 1 and October 31 annually.

Laborers at HFCC may be utilized during the months of June, July and August. The list for the laborers position will be bid annually on or about March 1.

1 The rate of pay will be Step 1 of the Custodial C rate.

- 2  
3 15J. Optional training shall be offered to groundspersons operating heavy equip-  
4 ment.

5  
6 ARTICLE XVI - SHIFT PREMIUM AND HOURS  
7

8 16A. The first shift is any shift that regularly starts on or after 4:00 a.m. but  
9 before noon. The second shift is any shift that regularly starts on or  
10 after noon but before 6:00 p.m. The third shift is any shift that regularly  
11 starts on or after 6:00 p.m. but before 4:00 a.m.

12  
13 16B. Employees working on the second and third shift shall receive, in addition  
14 to their regular pay for the pay period, an additional twenty cents (20¢)  
15 per hour and thirty cents (30¢) per hour respectively, added compensation.  
16 Only those classifications of employees regularly assigned to the first  
17 shift who in the past have received shift premiums under this article will  
18 be eligible to receive them in the future.

19  
20 16C. Four-hour employees shall have one fifteen-minute fatigue break per day.  
21 Employees who work seven hours or more shall have two fifteen-minute fatigue  
22 relief breaks per day.

23  
24 16D. The midnight shift premium will be paid to H.F.C.C. swing shift employee  
25 while such swing shift assignment is in effect.

26  
27 16E. Employee's starting time will not be changed during the regular school year  
28 unless the change in starting time is for at least a month's duration. If  
29 the change in starting time results in a change in shift, the provisions of  
30 Article 6C4 shall apply unless such changes in shift are normal for the job  
31 involved.

32  
33 ARTICLE XVII - OVERTIME  
34

35 17A. 1. Overtime for the purposes of this paragraph shall be defined as all  
36 hours over forty (40) hours in any one week and all hours over eight (8)  
37 in one day for full-time employees assigned to work eight (8) hours in  
38 one day or all hours over ten (10) in one day for full-time employees  
39 assigned to work a four-day work week.

40  
41 For employees working summer work assignments under Article VIII A,  
42 overtime shall be defined as all hours over eight (8) in one day for  
43 full-time employees assigned to work eight (8) hours in one day or all  
44 hours over ten (10) in one day for employees assigned to work ten (10)  
45 in one day. Four-day summer work assignments shall be for a minimum  
46 duration of one week.

47  
48 Time and one-half shall be paid for all overtime hours as defined in  
49 this section.

50  
51 2. Employer shall determine when overtime is necessary.

52  
53 3. Overtime will be performed by the classification of employee regularly  
54 performing the work at each office/department/school employed in the

1 building where the overtime work is to be performed.  
2

- 3 4. Equalization of overtime will not be required in the clerical classifi-  
4 cation; however, the Administration will attempt to equalize HFCC en-  
5 rollment overtime assignments which cannot be filled by existing office  
6 staff. Offices requiring additional staffing during such periods shall  
7 submit staffing requests to the Personnel/Payroll Office. Person-  
8 nel/Payroll shall attempt to equalize clerical overtime based on days  
9 rather than hours and employees shall be charged one day for each day  
10 they work plus one day for each day they indicate lack of availability.  
11 Overtime opportunities at HFCC during all enrollment periods will be  
12 offered to employees and temporary help in the following order:  
13

- 14 1. HFCC Full-time Clerical employees  
15 2. HFCC Part-time Clerical employees  
16 3. P-12 Full-time Clerical employees  
17 4. P-12 Part-time Clerical employees  
18 5. Temporary help  
19

20 except when temporary assignments begin or end during regular working  
21 hours of HFCC or P-12 clerical employees and in situations where last-  
22 minute need arises and emergency arrangements must be made.  
23

24 Overtime opportunities for clerical employees in P-12 locations will be  
25 offered to employees and temporary help in the following order:  
26

- 27 1. P-12 Full-time Clerical employees  
28 2. P-12 Part-time Clerical employees  
29 3. HFCC Full-time Clerical employees  
30 4. HFCC Part-time Clerical employees  
31 5. Temporary help  
32

- 33 5. The Employer agrees to attempt to equalize overtime over the period of  
34 this Agreement among employees within each classification within the  
35 skilled classifications B and C, in the following order of priority and  
36 seniority:  
37

- 38 1. Skilled tradespersons within the craft in which overtime occurs.  
39 2. Apprentices within the craft in which overtime occurs.  
40 3. Skilled tradespersons within classifications B and C.  
41 4. Apprentices in remaining crafts.  
42 5. Laborers.  
43

44 Laborers may only be used on an overtime basis when the skilled  
45 tradespersons within the classifications B and C and apprentices within  
46 the craft have first been offered overtime.  
47

- 48 6. The Employer agrees to attempt to equalize overtime annually between  
49 September 1 and August 31, among employees of the same classification  
50 who are also in the same building. Overtime hours shall be posted on  
51 the bulletin board.  
52

53 An accurate, current report of the distribution of overtime shall be  
54 maintained in each building and shall be posted on the bulletin board

and/or be readily accessible. Current, in this context, shall mean updating on at least a biweekly basis.

7. The attempt to equalize overtime shall be over a four-month period. A report of overtime charged during the four-month period will be made available to the Union with the end of the four-month period coinciding with the end of the biweekly payroll period nearest to December 31, April 30 and August 31. The Employer may designate people in the bargaining unit to keep a list of overtime hours in every building and/or department. Planned overtime will be offered to the employee with the least number of overtime hours except where that overtime requirement is an extension of an assignment begun during an employee's regular shift.
8. For the purpose of this clause, any employee who was offered an opportunity to work overtime and did not choose to work overtime will be charged with the number of overtime hours of the employee who worked during that time. The employee who worked will also be so charged. Any employee who has agreed to work overtime and does not do so will be charged twice the number of overtime hours of the employee who worked during that time except in cases of documented emergency or personal illness.
9. Any employee who has changed classification will be charged with the highest number of overtime hours that anyone else has accumulated for the contract period in said new classification in the same building on the day the change in classification becomes effective.
- 17B. For employees whose work does not normally involve work on Saturday or Sunday (persons doing building checks on Saturday and Sunday will be included in this overtime premium), the applicable overtime shall be time and one-half for work on Saturdays for those who have been paid for 40 hours that week, double time for work on Sundays or holidays set forth in Article XIX of this Agreement, plus holiday pay pursuant to Article XIX, if applicable.
- 17C. For building operations specialists who work on a seven-day operation at H.F.C.C. during the heating season, and four four (4) Custodial C's on swing assignment at H.F.C.C. who work Tuesday through Saturday, the applicable overtime shall be as follows:
  1. Time and one-half shall be paid for all hours worked over eight (8) in one day. Day is defined as 12:01 a.m. to Midnight.
  2. Time and one-half shall be paid for all hours worked in excess of forty (40) in any one week. Week is defined as 12:01 a.m. Monday to Midnight Sunday.
  3. Time and one-half for hours worked on the sixth (6th) consecutive day worked.
  4. Double time shall be paid for hours worked on the seventh (7th) consecutive day worked.
  5. Double time shall be paid for hours worked on the days set forth as

1 holidays in this Agreement plus the pay for the holiday as if the  
2 employee had not worked.  
3

4 6. All other time worked shall be paid at regular and not overtime rates.  
5

6 17D. There shall be no pyramiding of overtime. Any hours paid at overtime rate  
7 for any of the above reasons shall not be counted to compute overtime for  
8 any other reasons.  
9

10 17E. It is agreed that priority in any food service extra hours or overtime will  
11 be given to the lowest food service classification in the building qualified  
12 to do the task and to members of that classification in rank order of  
13 seniority, with due regard for all reasonable efforts to balance such hours  
14 among the members of the classification in the building.  
15

16 Further need will be served by the same approach to the next succeeding  
17 higher classification(s).  
18

19 17F. All extra and overtime hours for regular part-time employees, within a clas-  
20 sification, shall be combined and recorded on one list for purposes of  
21 determining eligibility and equalization for future extra or overtime hours  
22 assignments. It is understood that all provisions of Article 17 relative to  
23 overtime will be applied to equalization of extra/overtime hours. Extra  
24 hours are hours worked over regular hours, but less than eight (8) hours.  
25

#### 26 ARTICLE XVIII - SEVERANCE PAY 27

28 18A. Employees who retire and the estate of any who die while employed are eligi-  
29 ble for severance pay not to exceed one-third (1/3) of one hundred and  
30 eighty (180) days based upon their sick leave accumulation.  
31

32 (Example: (1) An employee with two hundred (200) sick leave days would  
33 receive sixty (60) days of severance pay.

34 (2) An employee with seventy-five (75) sick leave days would re-  
35 ceive twenty-five (25) days of severance pay.  
36

37 18B. 1. An employee shall be considered eligible for retirement severance pay if  
38 qualified under the Michigan School Employees Retirement System for  
39 regular and/or medical retirement, or has completed twenty-five years of  
40 service in the Dearborn School District.  
41

42 2. If an employee has twenty years but less than twenty-five years of  
43 service in the Dearborn School District, and is not qualified under the  
44 Michigan School Employees Retirement System, he/she will receive one-  
45 half (1/2) of the regular severance pay.  
46

47 18C. An employee who retires on or after his/her sixtieth birthday shall also be  
48 eligible for retirement severance pay even though he/she does not qualify  
49 under the Michigan School Employees Retirement System for regular or medical  
50 retirement.  
51

52 18D. Any employee who qualifies for payment of severance pay must request such  
53 payment from the Payroll Office on a form to be furnished to the employee by  
54 the Employer prior to the first day of the month in which he or she plans to

1 retire.  
2

3 ARTICLE XIX - HOLIDAYS  
4

5 19A. Employees will be paid one day's pay at their regular straight time hourly  
6 rate, exclusive of shift premium and overtime pay and premium, for the days  
7 mentioned in paragraph "B" hereof, provided:  
8

- 9 1. Except for employees on other than Monday-Friday schedules, the employee  
10 would otherwise have been scheduled to work on such day if it had not  
11 been observed as a holiday;  
12  
13 2. The employee must have worked the last scheduled working day prior to  
14 and the next scheduled working day after such holiday, except if the  
15 employee is on sick leave, emergency leave or vacation (not including  
16 personal business day or days). The Human Resources Department may  
17 inquire into any instance of absence on the day before or the day after  
18 a holiday and require an explanatory statement, but no medical  
19 documentation at employee expense will be required unless a pattern of  
20 such absence is evident from the employee's work record.  
21  
22 3. Notwithstanding the above, any employee who has worked his or her last  
23 scheduled day prior to the Labor Day holiday and the Tuesday after Labor  
24 Day shall be eligible for Labor Day pay. The Administration will not  
25 schedule an employee to begin work on Wednesday in order to avoid the  
26 Labor Day holiday pay.  
27

1 19B. There shall be thirteen (13) paid holidays in 1994-95, 1995-96, and 1996-97,  
2 as follows:  
3

4 P-12 HOLIDAYS  
5

|           |                  |           |                   |
|-----------|------------------|-----------|-------------------|
| 6 1994-95 | Labor Day        | Monday    | September 5, 1994 |
| 7         | Thanksgiving     | Thursday  | November 24, 1994 |
| 8         | Winter Break     | Friday    | December 23, 1994 |
| 9         | Winter Break     | Monday    | December 26, 1994 |
| 10        | Winter Break     | Tuesday   | December 27, 1994 |
| 11        | Winter Break     | Wednesday | December 28, 1994 |
| 12        | Winter Break     | Thursday  | December 29, 1994 |
| 13        | Winter Break     | Friday    | December 30, 1994 |
| 14        | New Years        | Monday    | January 2, 1995   |
| 15        | Spring Break     | Friday    | April 14, 1995    |
| 16        | Spring Break     | Monday    | April 17, 1995    |
| 17        | Memorial Day     | Monday    | May 29, 1995      |
| 18        | Independence Day | Tuesday   | July 4, 1995      |

19

20 HFCC HOLIDAYS  
21

|            |                  |           |                   |
|------------|------------------|-----------|-------------------|
| 22 1994-95 | Labor Day        | Monday    | September 5, 1994 |
| 23         | Thanksgiving     | Thursday  | November 24, 1994 |
| 24         | Winter Break     | Friday    | December 23, 1994 |
| 25         | Winter Break     | Monday    | December 26, 1994 |
| 26         | Winter Break     | Tuesday   | December 27, 1994 |
| 27         | Winter Break     | Wednesday | December 28, 1994 |
| 28         | Winter Break     | Thursday  | December 29, 1994 |
| 29         | Winter Break     | Friday    | December 30, 1994 |
| 30         | New Years        | Monday    | January 2, 1995   |
| 31         | Martin Luther    | Monday    | January 16, 1995  |
| 32         | King Day         |           |                   |
| 33         | Spring Break     | Friday    | March 10, 1995    |
| 34         | Memorial Day     | Monday    | May 29, 1995      |
| 35         | Independence Day | Tuesday   | July 4, 1995      |

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37  
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42  
43  
44  
45

P-12 HOLIDAYS

|         |                  |           |                   |
|---------|------------------|-----------|-------------------|
| 1995-96 | Labor Day        | Monday    | September 4, 1995 |
|         | Thanksgiving     | Thursday  | November 23, 1995 |
|         | Winter Break     | Monday    | December 25, 1995 |
|         | Winter Break     | Tuesday   | December 26, 1995 |
|         | Winter Break     | Wednesday | December 27, 1995 |
|         | Winter Break     | Thursday  | December 28, 1995 |
|         | Winter Break     | Friday    | December 29, 1995 |
|         | New Years        | Monday    | January 1, 1996   |
|         | Winter Break     | Tuesday   | January 2, 1996   |
|         | Spring Break     | Friday    | April 5, 1996     |
|         | Spring Break     | Monday    | April 8, 1996     |
|         | Memorial Day     | Monday    | May 27, 1996      |
|         | Independence Day | Thursday  | July 4, 1996      |

HFCC HOLIDAYS

|         |                        |           |                   |
|---------|------------------------|-----------|-------------------|
| 1995-96 | Labor Day              | Monday    | September 4, 1995 |
|         | Thanksgiving           | Thursday  | November 23, 1995 |
|         | Winter Break           | Monday    | December 25, 1995 |
|         | Winter Break           | Tuesday   | December 26, 1995 |
|         | Winter Break           | Wednesday | December 27, 1995 |
|         | Winter Break           | Thursday  | December 28, 1995 |
|         | Winter Break           | Friday    | December 29, 1995 |
|         | New Years              | Monday    | January 1, 1996   |
|         | Martin Luther King Day | Monday    | January 15, 1996  |
|         | Spring Break           | Thursday  | March 7, 1996     |
|         | Spring Break           | Friday    | March 8, 1996     |
|         | Memorial Day           | Monday    | May 27, 1996      |
|         | Independence Day       | Thursday  | July 4, 1996      |

P-12 HOLIDAYS

|         |                  |           |                   |
|---------|------------------|-----------|-------------------|
| 1996-97 | Labor Day        | Monday    | September 2, 1996 |
|         | Thanksgiving     | Thursday  | November 28, 1996 |
|         | Winter Break     | Monday    | December 23, 1996 |
|         | Winter Break     | Tuesday   | December 24, 1996 |
|         | Winter Break     | Wednesday | December 25, 1996 |
|         | Winter Break     | Thursday  | December 26, 1996 |
|         | Winter Break     | Friday    | December 27, 1996 |
|         | Winter Break     | Monday    | December 30, 1996 |
|         | Winter Break     | Tuesday   | December 31, 1996 |
|         | New Years        | Wednesday | January 1, 1997   |
|         | Spring Break     | Friday    | March 28, 1997    |
|         | Memorial Day     | Monday    | May 26, 1997      |
|         | Independence Day | Friday    | July 4, 1997      |

## HFCC HOLIDAYS

|         |                           |           |                   |
|---------|---------------------------|-----------|-------------------|
| 1996-97 | Labor Day                 | Monday    | September 2, 1996 |
|         | Thanksgiving              | Thursday  | November 28, 1996 |
|         | Winter Break              | Monday    | December 23, 1996 |
|         | Winter Break              | Tuesday   | December 24, 1996 |
|         | Winter Break              | Wednesday | December 25, 1996 |
|         | Winter Break              | Thursday  | December 26, 1996 |
|         | Winter Break              | Friday    | December 27, 1996 |
|         | Winter Break              | Monday    | December 30, 1996 |
|         | Winter Break              | Tuesday   | December 31, 1996 |
|         | New Years                 | Wednesday | January 1, 1997   |
|         | Martin Luther<br>King Day | Monday    | January 20, 1997  |
|         | Memorial Day              | Monday    | May 26, 1997      |
|         | Independence Day          | Friday    | July 4, 1997      |

The Fridays of November 25, 1994, November 23, 1995, and November 28, 1996, shall be a day compensated for at regular straight-time hourly rate, for both P-12 and HFCC employees, exclusive of shift premium and overtime pay and premium if the employee meets the eligibility or holiday requirements set forth in paragraph "A" hereof with no requirement to report to work, but shall not be considered a holiday for the purpose of this Agreement. The employer shall determine who shall be requested to work on this day.

- 19C. All food service employees on a four-day work schedule shall receive the same holidays as other food service employees.

## ARTICLE XX - VACATIONS

- 20A. Paid vacation at regular pay will be earned by employees in the bargaining unit only as follows:

10-month employees: Less than 9 years service - 10 days per year  
9 years but less than 15 - 14 days per year  
15 years and above - 16 days per year

11-month employees: Less than 9 years service - 11 days per year  
9 years but less than 15 - 15 days per year  
15 years and above - 19 days per year

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

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

Bargaining unit employees regularly working less than a forty-hour week will earn vacation on a prorated basis of schedule above, for example, an employee working a thirty-hour week will earn only 3/4 of the scheduled

1 earned vacation days. For the purpose of calculating vacation, eight (8)  
2 hours will be considered an earned vacation day for all full-time employees.  
3

4 20B. Vacation days may not be taken in advance of earned, except as specifically  
5 provided for in this Agreement, or with the approval of the Employer. On  
6 July 1 of each year, each 12-month employee will be credited with those  
7 vacation days earned the previous fiscal year, but not already taken. For  
8 ten and eleven month employees, vacation days will be taken within the fis-  
9 cal year earned (July 1 to June 30); however, if an employee fails to  
10 complete the fiscal year it is expected that any vacation days taken, and  
11 not earned, will be refunded to the school district.  
12

13 20C. No vacation days can be carried forward more than the fiscal year following  
14 the fiscal year in which they were earned. Remaining days will be forfeited.  
15

16 Vacation days earned and not used in the year prior to termination will be  
17 compensated for at the termination of employment.  
18

19 20D. Ten and eleven calendar month employees will take vacation days as provided  
20 in the school calendar. Ten and eleven month employees who experience more  
21 time off than vacation time earned will not be paid for the excess days.  
22 Ten and eleven calendar month employees who earn more vacation time than the  
23 school calendar provides in a given year will take their days off on the  
24 extra day at Memorial Day and the extra midwinter break day, not provided in  
25 19B, if such days remain scheduled by the District. HFCC ten and eleven  
26 month employees will schedule excess vacation days as approved by their  
27 supervisors. Such employees will receive a lump sum payment at the end of  
28 the school year for any unused vacation days.  
29

30 20E. Regarding vacation for ten month custodial "A" employees, custodial "B-1"  
31 employees, custodial "B-2" employees, and food service staff, the following  
32 shall apply:  
33

- 34 1. They will take such vacation days as are available during the Winter and  
35 Spring recesses.  
36
- 37 2. Food Service employees will take vacation days whenever a school(s) is  
38 closed or a cafeteria is not serving on that particular day except in  
39 cases of days covered by Articles 19A, 19B, 19C, and Article 23A. 3.  
40
- 41 3. They will be paid for any unused days remaining at the end of the year.  
42 In all cases these vacation days earned, taken, and paid apply to the  
43 same fiscal year. In the case of these employees, no vacation time is  
44 to be carried forward into the next fiscal year.  
45

46 20F. Annually on or prior to June 1, all employees shall communicate their  
47 desires to their immediate supervisor as to their vacation preference for  
48 the period July 1, of the current year, to June 30, of the following year.  
49 Employees with the highest classification seniority will be given preference  
50 in vacation schedules, providing the resulting vacation schedule is not  
51 detrimental to the operation of the department in question.  
52

53 The Employer, prior to June 15, will post the vacation schedule. All  
54 vacation requests made after June 1, will be considered without benefit of

1 seniority for then available periods.

2  
3 20G. If a scheduled vacation, after being approved by the Employer, is canceled  
4 by the Employer, or if an emergency or illness occurs as defined under 23B  
5 or C, the employee so affected shall be given an opportunity to select any  
6 other time mutually agreeable to the Employer and employee, or shall be  
7 allowed to carry over the days involved.

8  
9 20H. In the case of employees transferring, or changing between ten, eleven, or  
10 twelve month assignments, the vacation days earned and taken, shall not  
11 exceed a proration of totals as given in 20A for the categories applicable.  
12

#### 13 ARTICLE XXI - INTER-SCHOOL MAIL

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

20  
21 A letter box shall be supplied within each building for the Building Representa-  
22 tive.

#### 23 ARTICLE XXII - BULLETIN BOARDS

24  
25 Employer agrees to allow the Union to use a bulletin board in each building  
26 within the school system for posting notices, including, but not limited to:

- 27  
28  
29 1. Notice of recreational or social events;  
30  
31 2. Notice of elections;  
32  
33 3. Notices of results of elections;  
34  
35 4. Notices of meetings;  
36  
37 5. Notices of posting of jobs;  
38  
39 6. Other organizational material.

40  
41 The Union accepts all responsibility for such material.

#### 42 ARTICLE XXIII - ABSENCE FOR ILLNESS, PERSONAL BUSINESS, EMERGENCIES OR 43 CATASTROPHES

44  
45  
46 23A. Employees shall be entitled to the following:

- 47  
48 1. All employees shall earn one and one-half (1-1/2) sick leave days per  
49 month actually worked (i.e., not to exceed fifteen (15) days per year  
50 for ten-month employees, not to exceed sixteen and one-half (16-1/2)  
51 days per year for eleven-month employees, not to exceed eighteen (18)  
52 days per year for twelve-month employees). Bargaining unit employees  
53 regularly working less than a full week will earn sick leave on a pro-  
54 rata basis of the above scheduled sick days, for example, an employee

1 working four (4) days per week will earn only 4/5 of the scheduled  
2 earned sick days.

- 3  
4 2. All employees are entitled to two (2) days off per year with pay for  
5 personal business, which days shall not be accumulated, provided the  
6 employees notify their supervisors in advance of taking such day off.  
7 Requests for personal business shall be in units of two (2) hours or  
8 multiples thereof. Personal Business days not used prior to the end of  
9 the school or fiscal year, whichever is relevant, shall be added to the  
10 employee's accumulated sick leave days.

11  
12 These personal hours are provided to take care of important personal  
13 matters that cannot be taken care of outside of the regular assigned  
14 shift of the employee.

15  
16 Personal Business time may not be used the day preceding or following a  
17 holiday.

- 18  
19 3. Absence due to a general catastrophe (such as a severe snowstorm) which  
20 makes it impossible for an employee to report shall be paid for by  
21 Employer. Existence of a catastrophe will be determined by the Superin-  
22 tendent.  
23  
24 4. Any employee required to work, and doing so during a period of such gen-  
25 eral catastrophe, will be paid for the hours of such work at a time and  
26 one-half rate above and beyond the provisions immediately above.  
27  
28 5. Ten and eleven month employees who are scheduled to work during the sum-  
29 mer recess for twenty (20) or more days shall be eligible for one (1)  
30 sick leave day if qualified under the provisions of 23B or 23C.  
31  
32 23B. New hires will begin to accumulate sick leave days on the first day of the  
33 month following successful completion of their three (3) month anniversary  
34 date and such accumulated days may be used by the employee for absences due  
35 to personal illness, physical disability or emergencies to avoid loss of  
36 pay.  
37  
38 23C. Emergencies shall be construed to be as follows and shall be deducted from  
39 the accumulated sick leave of an employee:  
40  
41 1. Quarantine of employee or employee's living quarters;  
42  
43 2. Death in the immediate family. (The immediate family shall be construed  
44 to include husband, wife, children, father, mother, brother, sister,  
45 grandparents, aunt, uncle, and close relatives-in-law or close associ-  
46 ates.)  
47  
48 3. Required court appearance;  
49  
50 4. To provide care for a member of the family when no other arrangements  
51 are possible, not to exceed ten (10) days per incident or ten (10) days  
52 in toto per year starting from the date of this Agreement;  
53  
54 5. Such days as may be required by the employee's religion for holy obser-

vance and abstention from work.

23D. 1. All earned but unused sick leave days shall be allowed to accumulate to a total of one-hundred eighty (180) days.

2. For employees whose accumulated sick days exceed one hundred eighty (180) days on September 1, 1993, such days will not be affected unless used by the employee.

3. Reaccumulation of days will not occur until an employee's personal sick day bank drops below the limits previously set forth in paragraph D1.

4. The annual yearly allowance may be used as earned (1-1/2 days per month) during the fiscal year in addition to the total accumulated days from prior years. The earned monthly sick leave days are to be credited on the first pay of the following month.

23E. Consistent with the provisions of 23H, an employee who has exhausted his use of sick days will not be allowed to take a day(s) off without pay unless the employee 1) receives approval from his supervisor (or the Human Resources Department when the supervisor is unavailable) at least one (1) hour prior to the start of the shift and 2) documents that the reason for being absent is due to a legitimate medical reason or other good and valid reasons.

23F. A regular part-time employee whose weekly wage is based on less than an eight-hour day or less than a forty-hour week will be allowed sick leave benefits for personal illness and emergencies as designated above on a proportionate basis.

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

23H. Upon recommendation of the immediate supervisor, the Human Resources Department may approve up to two (2) months absence without pay. This approved absence is intended to cover periods of the time after sick leave has expired and is intended to be used for the same reasons which are acceptable for sick leave. The position involved will be held for this employee until the day following the expiration of the approved absence, providing that the employee notifies the Human Resources Department of intention to return fifteen (15) days prior to such expiration.

23I. The word "pay" or "regular pay" as used herein and in any other provision of this Agreement means normal hourly rate times hours normally worked not to exceed eight (8) per day excluding shift premium and any overtime pay or premium therefor.

23J. 1. On or before February 15, 1987 and February 15th of each year thereafter each employee shall have the option to donate one (1) sick leave day to an emergency sick leave bank which will be administered by a joint committee of three (3) D.F.S.E. members and three (3) members of the Administration who shall have the discretion to grant a participating employee who has utilized all of his or her sick leave up to a maximum

1 of an additional twenty (20) sick leave days with pay which shall be  
2 deducted from the bank. The committee may add additional days to be  
3 granted on a case by case basis, however, in no event should the maximum  
4 number of days exceed thirty (30) in total.

5  
6 2. Any eligible employee who fails to donate one (1) sick leave day on Feb-  
7 ruary 15th of any contract year shall not be allowed to participate in  
8 the fund during that year.

9  
10 3. The decision of the committee shall be final and shall not be subject to  
11 the grievance procedure.

12  
13 ARTICLE XXIV - LEAVES

14  
15 A leave is an absence which must be approved by the Board of Education and which  
16 is without pay (except in case of up to fourteen (14) day temporary military  
17 leave), granted to employees with provisions for certain rights and responsibili-  
18 ties before, during, and following, such absence.

19  
20 The District and the DFSE will comply with all provisions of the Family and  
21 Medical Leave Act.

22  
23 Upon return from leave of one year or less, an employee may use classification  
24 seniority to bump the junior person within his/her classification on his/her  
25 former shift or, if this is impossible, the junior person in the same classifica-  
26 tion on any other shift, or in any previously held lower classification if  
27 his/her seniority in that classification warrants. Any employee so bumped may  
28 exercise seniority in the appropriate provision(s) of 6C.

29  
30 Upon return from leave in excess of one (1) year, an employee will be able to use  
31 his/her seniority to apply for any vacancy for which he/she is qualified under  
32 the priorities of 6D2f.

33  
34 The above notwithstanding, return from military leave will be as provided for by  
35 law.

36  
37 Only personal leaves, civic leaves or affiliated organizational leaves will be  
38 granted. Personal Leaves are as follows:

- 39  
40 1. Extended Health  
41 2. Care of Immediate Family  
42 3. Child Care  
43 4. Educational  
44 5. Involuntary  
45 6. Temporary Child Care  
46 7. General Purpose Leave

47  
48 Civic Leaves are as follows:

- 49  
50 1. Military and Peace Corps  
51 2. Governmental Service

52  
53 A leave may be terminated before the normal expiration date by mutual agreement  
54 between the employee and the Employer.

1 Except as specifically provided, no payment of any kind will be made to or for  
2 any employee on a leave covered by this provision nor will any benefits of any  
3 kind accrue to any employee on a leave covered by this provision.  
4

#### 5 General Provisions for Personal Leaves

6

- 7 1. Personal leave requests will be honored only after the employee has two  
8 consecutive years of service with Employer.  
9
- 10 2. Leave extensions will be granted only upon recommendation of the Superinten-  
11 dent and approval of the Board of Education.  
12
- 13 3. Failure to request extension or submit intention to return will constitute  
14 termination of leave. Failure to secure extension of leave or to return to  
15 employment will constitute cause for termination of employment, unless  
16 employee establishes that it was impossible to contact the Department of  
17 Human Resources.  
18
- 19 4. Payment for accumulated sick leave days may not be granted during the term of  
20 such leave.  
21
- 22 5. An employee absent on personal leave shall receive credit for any regularly  
23 scheduled salary increases granted employees in service, excluding  
24 increments, and shall also be subject to any general salary adjustments which  
25 may be effected.  
26
- 27 6. The term "physician" when used in this article shall mean doctors of medicine  
28 (M.D.'s), doctors of osteopathy (D.O.'s) and doctors of dental surgery  
29 (D.D.S.'s).  
30

#### 31 24A. Personal Leaves

32

##### 33 Extended Health Leave Due to Physical or Mental Causes

34

- 35 1. Extended Health Leave due to physical or mental causes after sick leave  
36 days are exhausted may be granted to employees upon request and the  
37 recommendation of the Superintendent and the approval of the Board of  
38 Education. Such request shall be in writing and shall be accompanied  
39 by a written statement by the attending physician. Such leave may be  
40 granted for periods of one year or less. Such leave may be considered  
41 for renewal upon the same basis as for the original leave, including a  
42 new written statement by the attending physician.  
43
- 44 2. Request for extension of leave of absence of this type or notice of  
45 intention to return must be made in writing at least thirty (30) days  
46 prior to termination of leave.  
47
- 48 3. A request for return from this type of leave shall be accompanied by a  
49 statement from a competent physician stating the employee's physical or  
50 mental fitness to return to employment. The Superintendent may  
51 request, in writing, that an employee, before return, take a physical  
52 or mental examination by a physician selected by the Employer at the  
53 Employer's expense. The results of this examination will be used to  
54 determine eligibility to return.

## Care of Ill Members of the Immediate Family Leave

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

## Child Care Leave

1. An employee who gives birth to a child, adopts a child, assumes the legal responsibility of a child, or acquires a child by marriage is eligible for Child Care Leave, subject to the General Provisions for Personal Leaves cited above.
2. Request for Child Care Leave shall be submitted in writing to the Department of Human Resources at least thirty (30) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.
3. Child Care Leave, when granted, shall initially be for whatever portion remains of the work year in which leave begins, or for the entirety of the work year with which leave begins. Such initial leave shall be subject to not more than two (2) annual one-year renewals.
4. Request for renewal must be made to the Human Resources Department in writing at least ninety (90) days before the end of the year with which leave will expire.
5. Return from Child Care Leave, other provisions of this contract notwithstanding, will be not later than two (2) years from the end of the work year in which or with which leave began, subject to the General Provisions for Personal Leaves cited above. Failure to request renewal, and/or failure to notify the Human Resources Department in writing of intent to return, at least ninety (90) days prior to the end of the final semester of leave, in response to notification by the Human Resources Department, will constitute termination of employment.
6. An employee who has requested a leave subject to these provisions may, upon thirty (30) days' notice to the Human Resources Department, request return from such leave.

## Educational Leave

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

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

## Involuntary Leave

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

1. Upon the recommendation of the Superintendent or College President and the approval of the Board of Education, the Superintendent or College President may require that any employee take a physical or mental examination at Board of Education expense. The Union will be notified of such a requirement.
2. When such an examination is required, the Employer shall, at its expense, refer the employee to Henry Ford or the University of Michigan Hospitals or to any other reputable resource mutually agreeable to the Employer and employee, for an examination and determination as to whether or not the employee is physically or mentally able to discharge fully the duties of his/her position in a competent manner.
3. Based upon the results of the examination(s) the Superintendent or College President shall submit a recommendation for action, if any, to the Board for final determination.
4. The written request may be made by the Superintendent or College President as often as deemed essential to the physical or mental welfare of the individual employee involved.
5. The employee requesting return from Involuntary Leave may return only upon the recommendation of the Superintendent or College President following a reexamination according to the procedures outlined in Item 1, and by approval of the Board of Education.

## Temporary Child Care Leave

1. An employee who gives birth to a child, adopts a child, assumes the legal responsibility of a child, or acquires a child by marriage is eligible for Temporary Child Care Leave. This leave will begin on the

1 first working day following certification by the employee's physician  
2 that the employee is physically able to return to work.  
3

- 4 2. Request for Temporary Child Care Leave must be submitted in writing to  
5 Human Resources at least thirty (30) days prior to the date leave is to  
6 begin, unless circumstances clearly preclude opportunity for such  
7 notice.  
8
- 9 3. A Temporary Child Care Leave shall not exceed sixty (60) calendar days.  
10
- 11 4. A Temporary Child Care Leave shall be considered a leave of absence  
12 without pay and benefits.  
13
- 14 5. An employee who has requested a leave subject to these provisions may  
15 upon thirty (30) days notice to Human Resources, request return from  
16 such leave and shall be entitled to return to work in the job previous-  
17 ly held at the time the leave was granted.  
18

#### 19 General Purpose Leave 20

- 21 1. A General Purpose Leave may be granted to an employee upon request  
22 subject to the approval of the Superintendent or College President and  
23 the Board of Education.  
24
- 25 2. Request for a General Purpose Leave must be submitted in writing to the  
26 Department of Human Resources at least sixty (60) days prior to the  
27 date leave is to begin.  
28
- 29 3. Request for return from a General Purpose Leave must be received at  
30 least thirty (30) days prior to termination of leave.  
31
- 32 4. Other provisions of this contract notwithstanding, an employee on  
33 General Purpose Leave will only be able to use his/her seniority to  
34 apply for any vacancy for which he/she is qualified under the  
35 priorities of 6D2f.  
36

#### 37 24B. Civic Leaves 38

##### 39 Military and Peace Corps Leaves 40

- 41 1. Any employee who may enlist or be conscripted into the Defense Forces  
42 of the United States for military service or training or into the Peace  
43 Corps, shall be reinstated as a regular employee with full credit  
44 including the annual increment(s).  
45
- 46 2. When an employee must take temporary Military Leave (not to exceed  
47 fourteen (14) days per year), the Employer shall compensate the  
48 employee involved for the difference between the employee's regular  
49 pay, excluding any shift or overtime premium, and the military pay for  
50 the weekdays of military service.  
51
- 52 3. Request for return from leave for other than temporary military leave  
53 must be made at least thirty (30) days prior to the effective date of  
54 return. An employee on temporary military leave shall be expected to

1 return immediately upon the conclusion of said leave.

- 2
- 3 4. Military and Peace Corps Leaves shall not extend beyond the time of
- 4 original enlistment or beyond the time necessary to discharge the
- 5 employee's military or Peace Corps obligation. However, a request for
- 6 extension of leave may be made subject to provision of number 3 above.
- 7
- 8 5. In the event of physical or mental disability incurred during a
- 9 Military or Peace Corps Leave which does not permit satisfactory
- 10 performance in the specific position the employee left, he/she shall be
- 11 assigned to a position for which qualified or will be placed on Invol-
- 12 untary Leave.
- 13
- 14 6. Failure to request extension or submit intention to return will consti-
- 15 tute termination of leave. Failure to secure extension of leave or to
- 16 return to employment will constitute cause for termination of employ-
- 17 ment unless employee establishes that it was impossible to contact the
- 18 Department of Human Resources.
- 19

20 Governmental Service

21

- 22 1. Upon approval of the Board of Education an employee shall be allowed to
- 23 serve the term of office to which elected, reelected, appointed, or
- 24 reappointed at any level of government. The employee shall notify the
- 25 Employer upon being selected for such office and in no case will the
- 26 employee take leave unless at least fifteen (15) working days will have
- 27 been provided to locate a replacement.
- 28
- 29 2. Notification of the employee's return from such leave shall be made in
- 30 writing to the Human Resources Department no later than thirty (30)
- 31 days prior to availability for reemployment.
- 32
- 33 3. Upon return, an employee on such leave will be advanced appropriate
- 34 salary steps on the employee's anniversary dates during such absence,
- 35 except that no more than a maximum of two anniversary dates will be
- 36 recognized.
- 37
- 38 4. Not more than one percent of employees shall be on such leave at any
- 39 one time.
- 40
- 41 5. Accumulated benefits are carried forward from the effective date of
- 42 leave and are credited upon return to employment at the termination of
- 43 the leave. Payment for accumulated leave days may not be granted
- 44 during the term of leave.
- 45
- 46 6. Failure to request extension or submit intention to return will consti-
- 47 tute termination of leave. Failure to secure extension of leave or to
- 48 return to employment will constitute cause for termination of employ-
- 49 ment unless employee establishes that it was impossible to contact the
- 50 Human Resources Department.
- 51

52 24C. Affiliated Organizational Leave

53

54 Employees who are elected or appointed to full time positions with the

1 affiliated organizations of Michigan Federation of Teachers or American  
2 Federation of Teachers may be granted leaves of absence for the purpose of  
3 accepting these positions. Employees granted such leaves of absence shall  
4 continue to accrue seniority for salary increments and all other purposes  
5 as though they were in regular service.  
6

7 Upon return from leave of sixty (60) days or less, an employee will be  
8 entitled to return to their work location consistent with all of the provi-  
9 sions of the 1993-94 labor agreement. An employee on affiliated organiza-  
10 tion leave for 60 days or less shall be entitled to continued benefits at  
11 his or her expense.  
12

13 Upon return from leave of sixty-one (61) days to one year, an employee may  
14 use classification seniority to bump the junior person within his/her clas-  
15 sification on his/her former shift or, if this is impossible, the junior  
16 person in the same classification on any other shift, or in any previously  
17 held lower classification if his/her seniority in that classification  
18 warrants. Any employee so bumped may exercise seniority in the appropriate  
19 provision(s) of 6C.  
20

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

#### 25 ARTICLE XXV - JURY DUTY

26

27 25A. An employee who serves on jury duty will be paid the difference between the  
28 pay for jury duty and his/her regular straight hourly pay for any days not  
29 worked because of service on a jury. The Employer will also pay for any  
30 overtime or additional hours between 7:00 a.m. and 6:00 p.m. missed because  
31 of jury duty, and for such hours at other times if the jury is sequestered.  
32 An employee may be requested by Employer, but not required to attempt to  
33 have himself or herself excused from such duty. Such days shall not be  
34 deducted from accumulated sick leave days.  
35

36 25B. An employee who is scheduled or required to appear in court as a witness  
37 for the school district shall suffer no loss in regular pay, nor shall  
38 overtime hours be charged against said employee in consequence of overtime  
39 opportunity available during the period of appearance.  
40

41 An employee required to appear during non-work hours shall be provided  
42 released time for the non-work hours of court appearance and reasonable  
43 travel time, provided validation of the hours of appearance is presented  
44 and provided the released time is taken within one week following the  
45 appearance. Arrangements of the released time shall be arrived at by  
46 mutual agreement between the employer and his/her immediate supervisor.  
47

#### 48 ARTICLE XXVI - EMPLOYEES' PERSONNEL FILES

49

50 Any employee shall be allowed to inspect the entire individual personnel file  
51 accumulated during the employee's period of employment with the district. The  
52 employee must make an appointment with the Human Resources Department and a  
53 member of the Human Resources Department shall be present when the employee  
54 inspects said file. Confidential credentials and personal references normally

sought at the time of employment are specifically exempted from review and will be removed from the file by the administrator of the Human Resources Department prior to said inspection except that where preemployment information is a factor inhibiting promotional opportunity, the employee shall be given an opportunity to respond to it or to refute it. Each employee will be given a copy of any negative comment or report which is entered in his/her personnel file in the course of his/her employment with the Dearborn Public Schools. The employee may respond to the contents of such comment or report and such response will be attached to the original document in the personnel file.

Grievance files may be maintained separately.

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

Access to the file of any member of the DFSE unit shall be available to the president of the DFSE, upon reasonable request and with written permission of the employee involved.

#### ARTICLE XXVII - RELIEF EMPLOYEES

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

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

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

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

27E. Supervisor shall prepare and post a list of location of critical equipment in the building and a description of daily pattern of operation which might be helpful to an employee relieving for the supervisor. Any relief employee for a building operations specialist shall, on the occasion of his/her first experience with a particular building in which he/she has not worked, be called in and paid for orientation purposes not to exceed one hour.

27F. The Employer agrees to add to the current substitute list, retired employees who have indicated to the Human Resources Department, in writing, with a copy to the Union, that they are available to work. Such retired bargaining unit employees shall have a priority on the substitute list.

Priorities are to be as follows:

1. Laid off employees
2. Substitute employees who are retired DFSE members
3. Other substitutes

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

#### ARTICLE XXVIII - WORKERS' DISABILITY COMPENSATION

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

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

1. Benefits to be paid upon injury according to State of Michigan regulations.

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

1. Difference between benefits paid under the Workers' Disability Compensation and an employee's regular pay figured at straight time hourly rate exclusive of shift premium and overtime pay and premium.
2. That this benefit be automatically paid upon an employee receiving benefits under Workers' Disability Compensation. If the Workers' Disability Compensation provision is terminated, this benefit is also to terminate.
3. That this benefit be paid not to exceed one hundred eighty (180) working days provided that the employee uses all accumulated sick leave and/or vacation days after the first ninety (90) working days.
4. An employee may elect not to use all accumulated sick leave and/or vacation days as outlined above in #3. In this case, the employee would receive workers compensation only. The employee must notify the employer in writing no later than sixty (60) working days following the date of the injury. Failure to notify the employer will mean that accumulated sick leave and/or vacation days will be deducted from the employee's personal bank.

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

1. If the injured employee's absence exceeds 180 working days or if the employee's physician certifies that the employee will be unable to return to work for at least 180 working days, the vacancy created will be filled through normal process.

- 1 2. With proper verification of fitness to return to work the employee may  
2 use classification seniority to bump:  
3  
4 a. The junior person within his/her classification on the same shift  
5 with the same number of hours and months or, if this is impossible,  
6  
7 b. The junior person within his/her classification with the same  
8 number of hours and months or if this is impossible,  
9  
10 c. The junior person within his/her classification or, if this is  
11 impossible,  
12  
13 d. Any previously held lower classification if his/her seniority in  
14 that classification warrants.  
15  
16 3. Any employee so bumped may exercise seniority as indicated in the  
17 appropriate provisions of 6C.  
18

19 28D. The employee so injured while on duty for the Employer shall obtain and  
20 promptly furnish a written report of such injury to the Employer. The  
21 report must be signed by both the employee and the appropriate supervisor.  
22 A copy of the report is to be sent to the Director of Business Services,  
23 following which one copy will be furnished to the Union.  
24

#### 25 ARTICLE XXIX - HEALTH BENEFITS

26

27 29A. The Board of Education shall provide coverage for hospital-surgical-medical  
28 benefits. Coverages shall be the hospital expense benefits provided for  
29 semiprivate accommodations under the Comprehensive Hospital Service with  
30 MVF #2, and Master Medical, including Option 2, and the surgical-medical  
31 expense benefit provided under the Employment Group Benefits Certificate of  
32 Michigan Medical Service with Master Medical, MVF #2, prescription coverage  
33 with the \$2.00 deductible NC Rider, FAE-RC Emergency Rider, MMC-BL2  
34 Psychiatric Rider, and the Substance Abuse Treatment Rider. In addition,  
35 full payment in the form of reimbursement for the F Rider will be made in  
36 January and June according to the procedure established by the Business  
37 Office. This will include presentation of evidence of payment and  
38 establishment of eligibility of the dependent rider.  
39

40 For those employees who do not desire the above coverage, the Board of  
41 Education will make monthly contributions to the Health Alliance Plan or  
42 Health Care Network on behalf of subscribing employees. This coverage  
43 shall apply only for the period such employees are on the payroll and shall  
44 be the cost of such coverage on the same basis, and subject to the same  
45 limitations as are contained above. The coverage will be the Health Alli-  
46 ance Plan or Health Care Network equivalent of the above benefits, insofar  
47 as possible (HAP or HCN Basic Coverage and Special Benefits Rider). Howev-  
48 er, in no way is this coverage to be provided as a means of obtaining dou-  
49 ble insurance coverage for any subscriber employees and/or their family.  
50

51 The parties agree that persons receiving dual and/or coordinated hospital-  
52 surgical-medical benefits as of September 1, 1982, shall be allowed to  
53 continue unless the Administration and the individual mutually agree to  
54 terminate this arrangement of coverage. No other persons shall be so

1 entitled.

2  
3 An employee who opts not to be covered under the Board's health care cover-  
4 age will receive compensation as listed below subject to the following con-  
5 ditions:

- 6  
7 1. The employee must supply written proof of medical insurance coverage  
8 with another employer/carrier specifying full family or two person  
9 coverage and a medical insurance waiver to the P-12 Human Resources  
10 Department by September 15 of each contract year.  
11  
12 2. No employee whose spouse is employed by the Board shall be eligible for  
13 this benefit. This provision shall not apply to those employees who  
14 were married and employed by the Board prior to September 1, 1982.  
15  
16 3. Payment of \$800.00 in lieu of full family coverage will be paid June 30  
17 of each contract year.  
18  
19 4. Payment of \$600.00 in lieu of two person coverage will be paid June 30  
20 of each contract year.

21  
22 29B. The Board of Education will make monthly contribution for the following  
23 month's coverage on behalf of each subscribing employee, toward the cost of  
24 the hospital-surgical-medical coverages described above equal to the full  
25 subscription rate or premium charge for the classification or coverage to  
26 which the employee shall have subscribed according to marital status and the  
27 number of dependents, provided that such coverage is not in excess of the  
28 coverage described in the next paragraph.

29  
30 29C. The coverage for which the Board of Education will contribute under the  
31 foregoing may be, at the employee's option, protection for (1) self only, or  
32 (2) self and family (including only spouse and eligible children 19 years of  
33 age and under). Coverage will only be provided if proper enrollment forms  
34 and/or contract revision forms have been properly filed with the Payroll  
35 Department.

36  
37 29D. New hires will qualify for benefits as provided in sections 29A through 29J  
38 on the first day of the month following successful completion of their three  
39 (3) month anniversary date.

40  
41 29E 1. Coverage for employees on Workers' Disability Compensation shall be for  
42 the period represented by XXVIII B 3 and for the month following expira-  
43 tion of XXVIII B 3.

44  
45 2. In cases of Involuntary Leave and Extended Health Leave, the employee  
46 shall be eligible for consideration under XXIII H and XXIII J.

47  
48 3. Coverage for all other employees shall cease as of the end of the month  
49 in which leave begins or employment status ceases.

50  
51 29F. The Employer shall provide the best possible dental plan for the available  
52 money. The Employer's annual contribution will not exceed \$30.24 per month  
53 for each DFSE member whose coverage is not excluded by language in Article  
54 29I.

- 1 29G. Employees on leave (Extended Health, Care of Immediate Family, Child Care,  
2 Involuntary) or Long Term Disability may request to continue, at their own  
3 expense, the current health insurance coverage at group rates provided the  
4 premiums will be payable to the Business Office one month prior to the date  
5 the Business Office must submit payment of premium to carrier. This option  
6 is available only at the beginning of the employees' leave or after the  
7 third month on Long Term Disability.  
8
- 9 29H. The Employer shall provide the best possible family optical plan for the  
10 available money. The Employer's annual contribution will not exceed \$10.00  
11 per month for each DFSE member whose coverage is not excluded by language in  
12 Article 29I.  
13
- 14 29I. Any increases in hospital-surgical-medical, dental and/or optical benefits  
15 shall only be given to those employees who work more than four hours per  
16 day. Current employees who work four hours or less per day shall retain the  
17 same hospital-surgical-medical and dental benefits as existed prior to  
18 9/1/80. Employees who work four hours or less per day hired after 11/1/80  
19 shall not receive any hospital-surgical-medical, H.A.P., dental or optical  
20 benefits.  
21
- 22 29J. Employees sixty-five (65) years and older paying medicare premiums, shall  
23 receive reimbursements for said premium, providing said employee(s) present  
24 to the Business Office, canceled check or money order, on a quarterly basis.  
25

#### 26 ARTICLE XXX - LIFE INSURANCE 27

- 28 30A. Employer will provide group life insurance in the face value of \$25,000 for  
29 regular eight (8) hour employees, and the face value of \$15,000 for every  
30 other employee, except for cashiers who work less than three (3) hours per  
31 day, who will be provided with group life insurance in the face value of  
32 \$11,000. Said insurance will be pursuant to the policy presently provided  
33 such employees by Employer. The provisions of said group policy and the  
34 rules and regulations of the insurance carrier will govern as to the  
35 commencement and duration of benefits, provided employees shall be covered  
36 to the end of this Agreement, even though they are nine and one-half  
37 (9 1/2), ten (10) or eleven (11) month employees.  
38
- 39 30B. Employees on leave or long term disability as set forth in Article 29G. may  
40 request to continue at their expense, the then current life insurance cover-  
41 age at prevailing monthly group rates provided the premiums will be payable  
42 to the Business Office one month prior to the date the Business Office must  
43 submit payment of premium to the carrier. This option is available only at  
44 the beginning of the employees' leave or long term disability.  
45
- 46 30C. Employees hired after 11/1/80 who work four hours or less per day shall not  
47 be eligible for life insurance benefits.  
48

#### 49 ARTICLE XXXI - LONG TERM DISABILITY INSURANCE 50

51 The Board of Education will provide, at no cost to the Dearborn Federation of  
52 School Employees, a long-term disability plan. Specifics of this plan will be as  
53 follows:  
54

60% of normal monthly earnings (to be defined as position on salary schedule plus longevity).

Waiting period: 180 consecutive calendar days.

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

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

Full maternity coverage.

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

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

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

The D.F.S.E. will be consulted regarding any change of carrier, details and implementation of this plan.

#### ARTICLE XXXII - MISCELLANEOUS

32A. Employees in the following classifications shall continue to submit probationary reports to the principal or appropriate supervisor as follows:

1. Food Service Manager II will submit such reports for Food Service Assistants and Cooks.
2. Food Service Manager I for Food Service Assistants and Cooks.

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

Food Service Managers shall not sign probationary reports.

32B. If desired, a Food Service employee will receive a minimum of three (3) uniforms weekly.

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

32C. Regular employees, who are assigned to work four (4) or more hours, and who are required to have physical examinations as a condition of employment (other than chest x-rays), will have these examinations scheduled with the

1 Employer's physician during regular working hours and at the Employer's  
2 expense.  
3

4 ARTICLE XXXIII - WAGE RATE SCHEDULE  
5

6 The Wage Rate Schedule is set forth in Schedule B attached hereto and made a part  
7 thereof. Employees hired on or after March 1, but before September 1, for salary  
8 purposes only, will be treated as though their effective date of hire was  
9 September 1 of that next school year.  
10

11 ARTICLE XXXIV - CONFORMITY TO LAW CLAUSE  
12

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

22 ARTICLE XXXV - MATTERS CONTRARY TO AGREEMENT  
23

24 This Agreement shall supersede any rules, regulations, or present practices which  
25 shall be contrary to or inconsistent with its terms.  
26

27 ARTICLE XXXVI - RELEASED TIME  
28

29 36A. Released time shall be granted to not more than five (5) Union negotiators  
30 for negotiation meetings with the Employer, conducted not more frequently  
31 than three (3) times a week during the period August 1, 1994 to August 31,  
32 1994. Additional released time may be provided if mutually agreeable to the  
33 Employer and the Union.  
34

35 36B. Only the following employees shall be paid or receive released time with pay  
36 in connection with investigation, hearings and adjustments of grievances:  
37

- 38 1. The grievant and/or one Union representative in the building shall  
39 continue to receive any pay he/she/they would otherwise be entitled to  
40 for time spent to resolve grievances pursuant to Step 1 of the grievance  
41 procedure.  
42
- 43 2. All hearings under the grievance procedure, except hearings before the  
44 Board of Education, shall commence at 4:00 p.m., unless the Employer  
45 decides to commence them earlier. Any employee, including the President  
46 of the Union, who is involved in any of these hearings shall continue to  
47 receive any pay otherwise entitled to.  
48
- 49 3. Employees participating in Step 4 arbitration hearings under the griev-  
50 ance procedure will suffer loss of wages for any time they are absent  
51 from their regular duties unless called as a witness by Employer, and  
52 may not use sick leave or personal business days.  
53

54 36C. The Union President, or designated representative in the president's

1 absence, shall have access to the Human Resources Department at reasonable  
2 times during working hours and, upon request, shall be given information in  
3 connection with the investigation of grievance.  
4

- 5 36D. Union officers and representatives shall not conduct Union business  
6 involving employees on duty except as provided in these release time  
7 provisions and shall not otherwise interfere with the business of the  
8 Employer.  
9

10 ARTICLE XXXVII - UNION SICKNESS AND ACCIDENT PROGRAM  
11

12 If the Union institutes a sickness and accident insurance program, Employer will  
13 make payroll deductions from employees' wages, if authorized by the individual  
14 employee.  
15

16 ARTICLE XXVIII - SUCCESSOR AND ASSIGNS  
17

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

1 ARTICLE XXXIX - DURATION OF CONTRACT

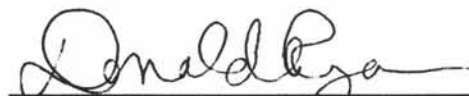
2  
3 This Agreement shall be effective on October 11, 1994 with wages retroactive to  
4 September 1, 1994, and shall continue in full force and effect until midnight of  
5 August 31, 1997. At any time subsequent to July 1, 1997, either party may give  
6 written notice to the other of its desire to negotiate a new agreement for the  
7 following year, and meetings between the parties for that purpose shall begin not  
8 later than twenty (20) days after delivery of such written notification; provid-  
9 ed, however, that nothing in this paragraph or elsewhere in this Agreement shall  
10 be construed to require the Employer to commit an unfair labor practice or other-  
11 wise violate the law by any improper recognition of or support of or assistance  
12 to the Union.

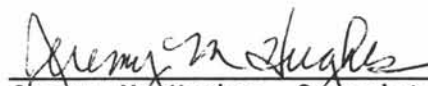
13  
14 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly  
15 authorized representatives on the day and year first above written.  
16  
17  
18

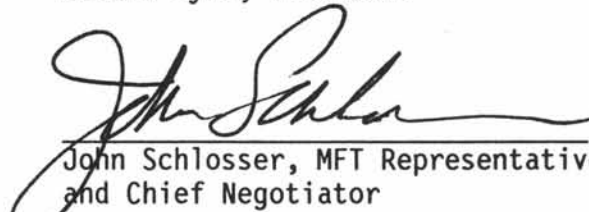
19 BOARD OF EDUCATION OF THE SCHOOL  
20 DISTRICT OF THE CITY OF DEARBORN  
21

DEARBORN FEDERATION OF SCHOOL  
EMPLOYEES

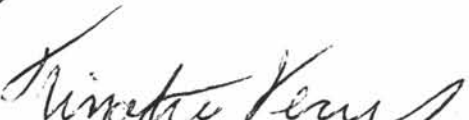
22  
23   
24 \_\_\_\_\_  
25 Julie Morrison, President  
26

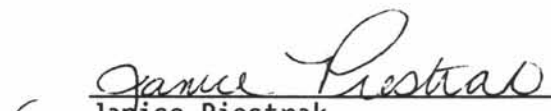
  
\_\_\_\_\_  
Donald Ryan, President

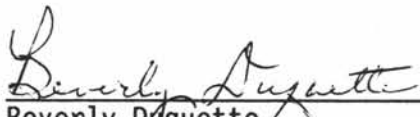
27  
28   
29 \_\_\_\_\_  
30 Jeremy M. Hughes, Superintendent, P-12  
31

  
\_\_\_\_\_  
John Schlosser, MFT Representative  
and Chief Negotiator

32  
33   
34 \_\_\_\_\_  
35 Andrew A. Mazzara, President, HFCC  
36

  
\_\_\_\_\_  
Timothy Kearney, Vice President

37  
38  
39  
40  
41   
42 \_\_\_\_\_  
43 Janice Piestrak  
44 Negotiating Team Member

45  
46   
47 \_\_\_\_\_  
48 Beverly Duquette  
49 Negotiating Team Member  
50  
51  
52

SCHEDULE A

ELECTRICAL

- (A) Apprentice
- (C) Electrician

PLUMBING

- (A) Apprentice
- (C) Plumber

PAINTING

- (A) Apprentice
- (B) Painter

LOCKSMITH

- (A) Apprentice
- (B) Locksmith

HEATING MECHANIC

- (A) Apprentice
- (C) Heating Mechanic

METAL(S) MECHANIC

- (A) Apprentice
- (C) Metal Mechanic

ROOFER

- (A) Apprentice
- (B) Roofer

MASON

- (A) Apprentice
- (C) Mason

GLAZIER

- (A) Apprentice
- (B) Glazier

CARPENTER

- (A) Apprentice
- (C) Carpenter

OFF-SET PRINTER

AUDIO-VISUAL TRUCKER

BUS DRIVER

MOTOR EQUIPMENT MECHANIC

- (A) Apprentice
- (C) Motor Equipment Mechanic

GROUNDS

MAINTENANCE LEADER

BUILDING OPERATIONS

- Custodial "A"
- Custodial "B-1"
- Custodial "B-2"
- Custodial "C"
- Custodial "D" - HFCC
- Building Operations Specialist

PARAPROFESSIONAL

- Bus Attendant
- Paraprofessional/Orthopedic
- Paraprofessional/Instructional

TECHNICAL

- Instructional Technician
- Interpreter Technician
- Medical Records Technician
- Graphics Technician
- Accounting Technician
- Accounting Technician Specialist
- Audio-Visual Technician
- Allied Health Media Technician - HFCC
- Computer Technician
- Graphics Specialist - P-12
- Graphics Specialist - HFCC
- Audio-Visual Technician Specialist
- Computer Technician Specialist
- Records Technician Specialist
- Computer Technician/Administrative
- Data Assistant

CLERICAL

- Receptionist/Clerk
- Secretary II
- Remote Job Entry Operator
- Remote Job Entry Operator A
- Secretary III
- Secretary IV
- Secretary V

FOOD SERVICE

- Food Service Assistant
- Baker
- Cook
- Grill Cook - HFCC
- Satellite Food Service Manager
- Food Service Manager II
- Food Service Manager I
- Food Service Manager - HFCC

CASHIER

SHIPPING & RECEIVING

- Stock Clerk Checker
- Senior Stock Clerk Checker

1 N O T E

- 2
- 3 1. Underlined classifications are major classifications.
- 4
- 5 2. Listing of classifications within a major classification shows lowest paying
- 6 classification at top and proceeds to the highest paying classification at
- 7 the bottom.
- 8
- 9 3. Apprentices are designated by (A).
- 10
- 11 4. Skilled B classifications are designated by (B).
- 12
- 13 5. Skilled C classifications are designated by (C).
- 14
- 15 6. All media aides shall be classified as Secretary II.
- 16
- 17
- 18

19 SCHEDULE B

- 20
- 21
- 22 1. The Board of Education will pay, for salaries earned, the noncontributory
- 23 portion of retirement for all D.F.S.E. members.
- 24

SALARY SCHEDULE 1994-95

| SALARY SCHEDULE 1994-95          |        |        |        |        |        |  |
|----------------------------------|--------|--------|--------|--------|--------|--|
| CLASSIFICATION                   | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |  |
| Custodial C                      | 10.20  | 10.48  | 10.89  | 11.45  | 13.34  |  |
| Custodial D HFCC                 | 11.76  | 12.24  | 12.89  | 13.19  | 14.61  |  |
| Bus Driver                       | 11.15  | 11.64  | 12.09  | 12.41  | 14.23  |  |
| Grounds                          | 11.15  | 11.64  | 12.09  | 12.41  | 14.23  |  |
| Audio-Visual Trucker             | 11.15  | 11.64  | 12.09  | 12.41  | 14.23  |  |
| F.T. Maintenance                 |        |        |        |        |        |  |
| Leader (\$.70 Prem.)             |        |        |        |        |        |  |
| Senior Stock Clerk Checker       | 14.23  | 14.85  | 15.68  | 16.47  | 18.14  |  |
| Stock Clerk Checker              | 11.33  | 11.95  | 12.42  | 12.83  | 15.13  |  |
| Apprentice                       | 13.03  | 14.26  | 15.05  | 15.79  |        |  |
| Skilled B                        | 13.87  | 14.84  | 15.60  | 17.27  | 18.14  |  |
| Skilled C                        | 14.03  | 15.13  | 15.98  | 17.58  | 18.42  |  |
| Building Operations Specialist   | 11.37  | 12.12  | 12.89  | 13.57  | 15.31  |  |
| Custodial A                      | 7.83   | 8.02   | 8.30   | 8.50   | 9.91   |  |
| Custodial B-1 & B-2              | 8.15   | 8.36   | 8.56   | 8.84   | 10.27  |  |
| Paraprofessional/Orthopedic      | 9.24   | 9.65   | 10.22  | 10.75  | 11.67  |  |
| Paraprofessional/Instructional   | 9.24   | 9.65   | 10.22  | 10.75  | 11.67  |  |
| Bus Attendant                    | 7.85   | 8.04   | 8.32   | 8.53   | 10.03  |  |
| Interpreter Technician           | 10.56  | 11.56  | 12.13  | 12.76  | 14.79  |  |
| Instructional Technician         | 10.56  | 11.56  | 12.13  | 12.76  | 14.79  |  |
| Medical Records Technician       | 10.56  | 11.56  | 12.13  | 12.76  | 14.79  |  |
| Audio-Visual Technician          | 12.79  | 13.78  | 14.51  | 15.29  | 17.11  |  |
| Audio-Visual Tech. Specialist    | 13.87  | 14.84  | 15.60  | 16.47  | 18.14  |  |
| Computer Technician Specialist   | 13.87  | 14.84  | 15.60  | 16.47  | 18.14  |  |
| Records Technician Specialist    | 13.87  | 14.84  | 15.60  | 16.47  | 18.14  |  |
| Computer Technician Specialist   |        |        |        |        |        |  |
| Admin. Data Asst.                | 14.03  | 15.13  | 15.98  | 17.58  | 18.42  |  |
| Graphics Technician              | 11.13  | 12.06  | 12.70  | 13.34  | 15.14  |  |
| Allied Health Media Technician   | 13.07  | 14.01  | 14.75  | 15.57  | 17.25  |  |
| Accounting Technician - HFCC     | 11.13  | 13.06  | 13.61  | 14.30  | 17.11  |  |
| Accounting Technician Specialist | 13.87  | 14.84  | 15.60  | 16.47  | 18.14  |  |
| Graphics Specialist -P-12/HFCC   | 12.79  | 14.32  | 15.06  | 15.82  | 17.67  |  |
| Offset Printer                   | 12.79  | 13.78  | 14.51  | 15.29  | 17.11  |  |
| Remote Job Entry                 | 10.10  | 10.57  | 11.18  | 11.76  | 13.78  |  |
| Remote Job Entry A               | 10.88  | 11.34  | 11.92  | 12.48  | 14.40  |  |
| Data Proc. Machine Operator      | 13.09  | 14.32  | 15.06  | 15.82  | 17.67  |  |
| Food Service Manager-HFCC        | 11.37  | 12.12  | 12.89  | 13.57  | 15.31  |  |
| Food Service Manager I           | 9.45   | 9.79   | 10.44  | 10.95  | 12.45  |  |
| Food Service Manager II          | 9.08   | 9.42   | 10.08  | 10.57  | 12.04  |  |
| Satellite Manager                | 8.35   | 8.58   | 8.87   | 9.33   | 10.57  |  |
| Food Service Assistant           | 7.85   | 8.04   | 8.32   | 8.84   | 10.03  |  |
| Baker                            | 8.15   | 8.45   | 8.78   | 9.14   | 10.44  |  |
| Cook                             | 8.15   | 8.45   | 8.78   | 9.14   | 10.44  |  |
| Grill Cook-HFCC                  | 8.31   | 8.64   | 8.93   | 9.25   | 10.46  |  |
| Cashier                          | 7.69   | 7.96   | 9.02   | 9.50   | 9.75   |  |
| Secretary II                     | 9.50   | 9.96   | 10.52  | 11.15  | 13.09  |  |
| Secretary III                    | 10.10  | 10.57  | 11.18  | 11.76  | 13.78  |  |
| Secretary IV                     | 10.88  | 11.34  | 11.92  | 12.48  | 14.40  |  |
| Secretary V                      | 11.60  | 12.06  | 12.70  | 13.34  | 15.23  |  |
| Reception/Clerk                  | 6.66   | 6.94   | 7.74   | 8.46   | 9.75   |  |

SALARY SCHEDULE 1995-96

| SALARY SCHEDULE 1995-96          |        |        |        |        |        |  |
|----------------------------------|--------|--------|--------|--------|--------|--|
| CLASSIFICATION                   | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |  |
| Custodial C                      | 10.46  | 10.74  | 11.16  | 11.74  | 13.67  |  |
| Custodial D HFCC                 | 12.05  | 12.55  | 13.21  | 13.52  | 14.98  |  |
| Bus Driver                       | 11.43  | 11.93  | 12.39  | 12.72  | 14.59  |  |
| Grounds                          | 11.43  | 11.93  | 12.39  | 12.72  | 14.59  |  |
| Audio-Visual Trucker             | 11.43  | 11.93  | 12.39  | 12.72  | 14.59  |  |
| F.T. Maintenance                 |        |        |        |        |        |  |
| Leader (\$.70 Prem.)             |        |        |        |        |        |  |
| Senior Stock Clerk Checker       | 14.59  | 15.22  | 16.07  | 16.86  | 18.59  |  |
| Stock Clerk Checker              | 11.61  | 12.25  | 12.73  | 13.15  | 15.51  |  |
| Apprentice                       | 13.36  | 14.62  | 15.43  | 16.18  |        |  |
| Skilled B                        | 14.22  | 15.21  | 15.99  | 17.70  | 18.59  |  |
| Skilled C                        | 14.38  | 15.51  | 16.38  | 18.02  | 18.88  |  |
| Building Operations Specialist   | 11.65  | 12.42  | 13.21  | 13.91  | 15.69  |  |
| Custodial A                      | 8.03   | 8.22   | 8.51   | 8.71   | 10.16  |  |
| Custodial B-1 & B-2              | 8.35   | 8.57   | 8.77   | 9.06   | 10.53  |  |
| Paraprofessional/Orthopedic      | 9.47   | 9.89   | 10.48  | 11.02  | 11.96  |  |
| Paraprofessional/Instructional   | 9.47   | 9.89   | 10.48  | 11.02  | 11.96  |  |
| Bus Attendant                    | 8.05   | 8.24   | 8.53   | 8.74   | 10.28  |  |
| Interpreter Technician           | 10.82  | 11.85  | 12.43  | 13.08  | 15.16  |  |
| Instructional Technician         | 10.82  | 11.85  | 12.43  | 13.08  | 15.16  |  |
| Medical Records Technician       | 10.82  | 11.85  | 12.43  | 13.08  | 15.16  |  |
| Audio-Visual Technician          | 13.11  | 14.12  | 14.87  | 15.67  | 17.54  |  |
| Audio-Visual Tech. Specialist    | 14.22  | 15.21  | 15.99  | 16.88  | 18.59  |  |
| Computer Technician Specialist   | 14.22  | 15.21  | 15.99  | 16.88  | 18.59  |  |
| Records Technician Specialist    | 14.22  | 15.21  | 15.99  | 16.88  | 18.59  |  |
| Computer Technician Specialist   | 14.38  | 15.51  | 16.38  | 18.02  | 18.88  |  |
| Admin. Data Asst.                |        |        |        |        |        |  |
| Graphics Technician              | 11.41  | 12.36  | 13.02  | 13.67  | 15.52  |  |
| Allied Health Media Technician   | 13.40  | 14.36  | 15.12  | 15.96  | 17.68  |  |
| Accounting Technician - HFCC     | 11.41  | 13.39  | 13.95  | 14.66  | 17.54  |  |
| Accounting Technician Specialist | 14.22  | 15.21  | 15.99  | 16.88  | 18.59  |  |
| Graphics Specialist -P-12/HFCC   | 13.11  | 14.68  | 15.44  | 16.22  | 18.59  |  |
| Offset Printer                   | 13.11  | 14.12  | 14.87  | 15.67  | 17.54  |  |
| Remote Job Entry                 | 10.35  | 10.83  | 11.46  | 12.05  | 14.43  |  |
| Remote Job Entry A               | 11.15  | 11.62  | 12.22  | 12.79  | 15.17  |  |
| Data Proc. Machine Operator      | 13.42  | 14.68  | 15.44  | 16.22  | 18.11  |  |
| Food Service Manager-HFCC        | 11.65  | 12.42  | 13.21  | 13.91  | 15.69  |  |
| Food Service Manager I           | 9.69   | 10.03  | 10.70  | 11.22  | 12.76  |  |
| Food Service Manager II          | 9.31   | 9.66   | 10.33  | 10.83  | 12.34  |  |
| Satellite Manager                | 8.56   | 8.79   | 9.09   | 9.56   | 10.83  |  |
| Food Service Assistant           | 8.05   | 8.24   | 8.53   | 9.06   | 10.28  |  |
| Baker                            | 8.35   | 8.66   | 9.00   | 9.37   | 10.70  |  |
| Cook                             | 8.35   | 8.66   | 9.00   | 9.37   | 10.70  |  |
| Grill Cook-HFCC                  | 8.52   | 8.86   | 9.15   | 9.48   | 10.72  |  |
| Cashier                          | 7.88   | 8.16   | 9.25   | 9.74   | 9.99   |  |
| Secretary II                     | 9.74   | 10.21  | 10.78  | 11.43  | 13.76  |  |
| Secretary III                    | 10.35  | 10.83  | 11.46  | 12.05  | 14.43  |  |
| Secretary IV                     | 11.15  | 11.62  | 12.22  | 12.79  | 15.17  |  |
| Secretary V                      | 11.89  | 12.36  | 13.02  | 13.67  | 16.02  |  |
| Reception/Clerk                  | 6.83   | 7.11   | 7.93   | 8.67   | 10.24  |  |

SALARY SCHEDULE 1996-97

| SALARY SCHEDULE 1996-97          |        |        |        |        |        |  |
|----------------------------------|--------|--------|--------|--------|--------|--|
| CLASSIFICATION                   | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |  |
| Custodial C                      | 10.72  | 11.01  | 11.44  | 12.03  | 14.01  |  |
| Custodial D HFCC                 | 12.35  | 12.86  | 13.54  | 13.86  | 15.35  |  |
| Bus Driver                       | 11.72  | 12.23  | 12.70  | 13.04  | 14.95  |  |
| Grounds                          | 11.72  | 12.23  | 12.70  | 13.04  | 14.95  |  |
| Audio-Visual Trucker             | 11.72  | 12.23  | 12.70  | 13.04  | 14.95  |  |
| F.T. Maintenance                 |        |        |        |        |        |  |
| Leader (\$.70 Prem.)             |        |        |        |        |        |  |
| Senior Stock Clerk Checker       | 14.95  | 15.60  | 16.47  | 17.30  | 19.05  |  |
| Stock Clerk Checker              | 11.90  | 12.56  | 13.05  | 13.48  | 15.90  |  |
| Apprentice                       | 13.69  | 14.99  | 15.82  | 16.58  |        |  |
| Skilled B                        | 14.58  | 15.59  | 16.39  | 18.14  | 19.05  |  |
| Skilled C                        | 14.74  | 15.90  | 16.79  | 18.47  | 19.35  |  |
| Building Operations Specialist   | 11.94  | 12.73  | 13.54  | 14.26  | 16.08  |  |
| Custodial A                      | 8.23   | 8.43   | 8.72   | 8.93   | 10.41  |  |
| Custodial B-1 & B-2              | 8.56   | 8.78   | 8.99   | 9.29   | 10.79  |  |
| Paraprofessional/Orthopedic      | 9.71   | 10.14  | 10.74  | 11.30  | 12.26  |  |
| Paraprofessional/Instructional   | 9.71   | 10.14  | 10.74  | 11.30  | 12.26  |  |
| Bus Attendant                    | 8.25   | 8.45   | 8.74   | 8.96   | 10.54  |  |
| Interpreter Technician           | 11.09  | 12.15  | 12.74  | 13.41  | 15.54  |  |
| Instructional Technician         | 11.09  | 12.15  | 12.74  | 13.41  | 15.54  |  |
| Medical Records Technician       | 11.09  | 12.15  | 12.74  | 13.41  | 15.54  |  |
| Audio-Visual Technician          | 13.44  | 14.47  | 15.24  | 16.06  | 17.98  |  |
| Audio-Visual Tech. Specialist    | 14.58  | 15.59  | 16.39  | 17.30  | 19.05  |  |
| Computer Technician Specialist   | 14.58  | 15.59  | 16.39  | 17.30  | 19.05  |  |
| Records Technician Specialist    | 14.58  | 15.59  | 16.39  | 17.30  | 19.05  |  |
| Computer Technician Specialist   | 14.74  | 15.90  | 16.79  | 18.47  | 19.35  |  |
| Admin. Data Asst.                |        |        |        |        |        |  |
| Graphics Technician              | 11.70  | 12.67  | 13.35  | 14.02  | 15.91  |  |
| Allied Health Media Technician   | 13.73  | 14.72  | 15.50  | 16.36  | 18.12  |  |
| Accounting Technician - HFCC     | 11.70  | 13.72  | 14.30  | 15.03  | 17.98  |  |
| Accounting Technician Specialist | 14.58  | 15.59  | 16.39  | 17.30  | 19.05  |  |
| Graphics Specialist -P-12/HFCC   | 13.44  | 15.04  | 15.82  | 16.62  | 18.56  |  |
| Offset Printer                   | 13.44  | 14.47  | 15.24  | 16.06  | 17.98  |  |
| Remote Job Entry                 | 10.60  | 11.10  | 11.75  | 12.35  | 15.10  |  |
| Remote Job Entry A               | 11.43  | 11.91  | 12.53  | 13.11  | 15.97  |  |
| Data Proc. Machine Operator      | 13.76  | 15.05  | 15.83  | 16.63  | 18.56  |  |
| Food Service Manager-HFCC        | 11.94  | 12.73  | 13.54  | 14.26  | 16.08  |  |
| Food Service Manager I           | 9.93   | 10.28  | 10.97  | 11.50  | 13.08  |  |
| Food Service Manager II          | 9.54   | 9.90   | 10.59  | 11.10  | 12.65  |  |
| Satellite Manager                | 8.77   | 9.01   | 9.32   | 9.80   | 11.10  |  |
| Food Service Assistant           | 8.25   | 8.45   | 8.74   | 9.29   | 10.54  |  |
| Baker                            | 8.56   | 8.88   | 9.23   | 9.60   | 10.97  |  |
| Cook                             | 8.56   | 8.88   | 9.23   | 9.60   | 10.97  |  |
| Grill Cook-HFCC                  | 8.73   | 9.08   | 9.38   | 9.72   | 10.99  |  |
| Cashier                          | 8.08   | 8.36   | 9.48   | 9.98   | 10.24  |  |
| Secretary II                     | 9.98   | 10.47  | 11.05  | 11.72  | 14.45  |  |
| Secretary III                    | 10.61  | 11.10  | 11.75  | 12.35  | 15.10  |  |
| Secretary IV                     | 11.43  | 11.92  | 12.53  | 13.11  | 15.97  |  |
| Secretary V                      | 12.19  | 12.67  | 13.35  | 14.01  | 16.84  |  |
| Reception/Clerk                  | 7.00   | 7.29   | 8.13   | 8.89   | 10.75  |  |

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

10 This letter of agreement executed by and between the Dearborn Board of  
11 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
12 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
13 mentioned parties agree as follows:  
14

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

33 For the Board of Education  
34 of the School District of the  
35 City of Dearborn  
36  
37

For the Dearborn Federation of  
School Employees

38 R. Douglas Pretty  
39 Director of Human Resources  
40 P-12  
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42  
43  
44  
45

Donald Ryan  
President, DFSE

46 Sally Barnett  
47 Director of Human Resources  
48 Henry Ford Community College  
49  
50  
51  
52  
53

54 Date

Date

1 LETTER OF AGREEMENT #2  
2 BETWEEN  
3 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
4 AND  
5 DEARBORN BOARD OF EDUCATION  
6  
7 EXTERNAL GOVERNMENT FUNDING  
8

9 This letter of agreement executed by and between the Dearborn Board of  
10 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
11 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
12 mentioned parties agree as follows:  
13

14 WHEREAS, The Dearborn Board of Education and the Dearborn Federation of School  
15 Employees are parties to a Collective Bargaining Agreement, and  
16

17 WHEREAS, The Dearborn Board of Education has employees for whom the funds for  
18 employment are funded by the government, and  
19

20 WHEREAS, The Dearborn Board of Education and the Dearborn Federation of School  
21 Employees are desirous of clarifying the rights, duties and responsibil-  
22 ities of said employees in government funded programs.  
23

24 NOW THEREFORE, BE IT RESOLVED, That all employees of the Dearborn Board of  
25 Education hired pursuant to government funding shall be required as a condition  
26 of employment to comply with one or more of the provisions of the Collective  
27 Bargaining agreement regarding union security and dues deduction and checkoff.  
28

29 BE IT FURTHER RESOLVED, That said employees shall not exercise seniority until  
30 such time as said employee shall transfer into a regular classification as set  
31 forth in the Collective Bargaining Agreement which is not subject to government  
32 funding.  
33

34 BE IT FURTHER MUTUALLY AGREED AND UNDERSTOOD, that said employees shall be  
35 eligible for all of the benefits, duties, and responsibilities set forth in the  
36 terms of the said Collective Bargaining Agreement, except as to items which have  
37 been modified as a result of any agreements entered into between the Dearborn  
38 Board of Education and the government supplying funds.  
39

1 For the Board of Education  
2 of the School District of the  
3 City of Dearborn  
4  
5  
6

7 \_\_\_\_\_  
8 R. Douglas Pretty  
9 Director of Human Resources  
10 P-12  
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14 \_\_\_\_\_  
15 Sally Barnett  
16 Director of Human Resources  
17 Henry Ford Community College  
18  
19  
20

21 \_\_\_\_\_  
Date

For the Dearborn Federation of  
School Employees

\_\_\_\_\_  
Donald Ryan  
President, DFSE

\_\_\_\_\_  
Date

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

10 This letter of agreement executed by and between the Dearborn Board of  
11 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
12 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
13 mentioned parties agree as follows:  
14

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

- 18 1. Fluorescent lamp replacements in lighting fixtures.
- 19 2. Exterior window cleaning (except for entrance doors and vestibule side  
20 lights).
- 21 3. Machine buffing and scrubbing of floors, excluding wet-dry vacuum pick-  
22 up limited to small size.
- 23 4. Furniture moving, other than within the designated cleaning area.
- 24 5. Waste removal by large collection containers (as opposed to waste  
25 baskets) from cleaning areas to incinerators or to exterior collection  
26 bins.
- 27 6. Grounds maintenance.
- 28 7. Cleaning of high areas requiring use of scaffolding and/or ladders.  
29 This includes any windows that cannot be reached from the floor.
- 30 8. No custodian shall be required to operate or repair boilers. Moreover,  
31 no custodian shall be required to clean inside boilers.  
32  
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43 For the Board of Education  
44 of the School District of the  
45 City of Dearborn  
46  
47  
48

For the Dearborn Federation of  
School Employees

49 R. Douglas Pretty  
50 Director of Human Resources  
51 P-12  
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Donald Ryan  
President, DFSE

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Sally Barnett  
Director of Human Resources  
Henry Ford Community College

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Date

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Date

1 LETTER OF AGREEMENT #4  
2 BETWEEN  
3 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
4 AND  
5 DEARBORN BOARD OF EDUCATION  
6  
7 DFSE PRESIDENTIAL RELEASE TIME  
8  
9

10 This letter of agreement executed by and between the Dearborn Board of  
11 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
12 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
13 mentioned parties agree as follows:  
14

- 15 1. That the president of the D.F.S.E. shall, for the period of September 1, 1994  
16 to August 31, 1995, be granted full release time.
- 17 2. That the president will be paid by the district the rate of pay equal to the  
18 Skilled C classification maximum.
- 19 3. That the D.F.S.E. will reimburse the district for 33.5% of the president's  
20 base salary (including longevity, hours, and license pay, or shift premium)  
21 and one-half the cost of insurance benefits for the period cited above and in  
22 addition, the D.F.S.E. will reimburse the district an additional 16.5% of the  
23 president's base salary (as hereinabove set forth) as reimbursement for  
24 monies paid by the district for the president's retirement and social  
25 security benefits.  
26
- 27 4. That, during the period of full-released time the D.F.S.E. president will be  
28 granted one-half of the sick leave allowance per month applicable to the  
29 position he/she held immediately prior to assuming full-released time. No  
30 sick leave will be charged against the D.F.S.E. president's accumulation  
31 during such released time. Immediately upon return to regular employment,  
32 accrued sick leave balance will be available for use.  
33
- 34 5. That no vacation time will be accrued or charged during the period of full-  
35 released time by the D.F.S.E. president. Such vacation time earned, but not  
36 yet used upon assuming full-released time status will be available for use  
37 immediately after return to regular employment.  
38

39  
40 On July 1st, immediately following his/her return to regular employment,  
41 vacation time awarded for use in the following year will be:  
42

- 43 a. The pro rata share for the period from the July 1st preceding, to the  
44 date of assumption of full-released time.
- 45 b. The pro rata share for the period of return to regular employment to the  
46 June 30th immediately following.  
47
- 48 6. That during the term of this agreement the president of the D.F.S.E. may  
49 exercise a transfer privilege in the event of an opening for purposes of  
50 determining the location to which he/she may return upon leaving office.  
51  
52  
53  
54

- 1 7. That the president of the D.F.S.E., upon leaving office with reasonable  
2 notice, shall have the right to return to his/her immediately preceding work  
3 assignment, if such assignment is in existence at the time. If such assign-  
4 ment is not then in existence, the erstwhile president shall be permitted to  
5 bump any person in his/her most recent classification provided he/she has the  
6 seniority to do so and the qualifications to do the work. An employee thus  
7 bumped shall have the opportunity to exercise his/her seniority under 6C.  
8  
9 8. That this agreement shall be subject to mutual revision at the end of each  
10 contract period.  
11  
12  
13  
14  
15

16 For the Board of Education  
17 of the School District of the  
18 City of Dearborn  
19  
20

For the Dearborn Federation of  
School Employees

21  
22 \_\_\_\_\_  
23 R. Douglas Pretty  
24 Director of Human Resources  
25 P-12  
26  
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28 \_\_\_\_\_  
29 Donald Ryan  
30 President, DFSE  
31  
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33 \_\_\_\_\_  
34 Sally Barnett  
35 Director of Human Resources  
36 Henry Ford Community College  
37  
38

39 \_\_\_\_\_  
40 Date

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1 LETTER OF AGREEMENT #5  
2 BETWEEN  
3 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
4 AND  
5 DEARBORN BOARD OF EDUCATION  
6  
7 HFCC TUITION GRANTS  
8  
9  
10

11 This letter of agreement executed by and between the Dearborn Board of  
12 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
13 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
14 mentioned parties agree as follows:  
15

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

23 For the Board of Education  
24 of the School District of the  
25 City of Dearborn  
26  
27

For the Dearborn Federation of  
School Employees

28  
29 \_\_\_\_\_  
30 R. Douglas Pretty  
31 Director of Human Resources  
32 P-12  
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34  
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\_\_\_\_\_  
Donald Ryan  
President, DFSE

36 \_\_\_\_\_  
37 Sally Barnett  
38 Director of Human Resources  
39 Henry Ford Community College  
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43 \_\_\_\_\_  
Date  
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Date

1 LETTER OF AGREEMENT #6  
2 BETWEEN  
3 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
4 AND  
5 DEARBORN BOARD OF EDUCATION  
6  
7 SUMMER BUS DRIVER POSITIONS  
8  
9  
10  
11

12 This letter of agreement executed by and between the Dearborn Board of  
13 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
14 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
15 mentioned parties agree as follows:  
16

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

- 24 1. Regular full-time drivers  
25  
26 2. Relief bus drivers who have submitted appropriate application  
27  
28 3. Regular part-time drivers who have submitted appropriate application  
29  
30 4. Substitute bus drivers  
31

32  
33 For the Board of Education  
34 of the School District of the  
35 City of Dearborn  
36  
37

For the Dearborn Federation of  
School Employees

38  
39 \_\_\_\_\_  
40 R. Douglas Pretty  
41 Director of Human Resources  
42 P-12  
43  
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\_\_\_\_\_  
Donald Ryan  
President, DFSE

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47 Sally Barnett  
48 Director of Human Resources  
49 Henry Ford Community College  
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53 \_\_\_\_\_  
Date  
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Date

1 LETTER OF AGREEMENT #7  
2 BETWEEN  
3 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
4 AND  
5 DEARBORN BOARD OF EDUCATION  
6  
7 HEALTH BENEFIT COST CONTAINMENT  
8

9 This letter of agreement executed by and between the Dearborn Board of  
10 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
11 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
12 mentioned parties agree as follows:  
13

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

19 It is further agreed that:  
20

- 21 1. Effective September 1, 1989, the District will provide to the D.F.S.E.  
22 the Blue Cross and Blue Shield of Michigan Predetermination of Hospital  
23 Stay health benefit rider PRE-100/20 as described in benefit brochure CF  
24 6442 of June, 1986.
- 25 2. Effective September 1, 1989, the District will provide to the D.F.S.E.  
26 the Blue Cross and Blue Shield of Michigan Mandatory Second Surgical  
27 Opinion health benefit riders PCES and PCES II.
- 28 3. Effective September 1, 1989, the District will provide the D.F.S.E. the  
29 Voluntary Employee Assistance Plan as recommended by the EAP Committee.
- 30 4. Effective September 1, 1989, the District will provide to the D.F.S.E. a  
31 Recovery Incentive Program designed to provide a cash incentive to  
32 employees who discover and arrange for recovery of overcharges made on  
33 their own hospital bills which in turn result in a savings of benefit  
34 dollars. Details and implementation of the plan will be determined by  
35 the Health Care Cost Containment Committee.  
36  
37  
38  
39

40 For the Board of Education  
41 of the School District of the  
42 City of Dearborn  
43  
44  
45  
46

For the Dearborn Federation of  
School Employees

47 R. Douglas Pretty  
48 Director of Human Resources  
49 P-12  
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Donald Ryan  
President, DFSE

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Sally Barnett  
Director of Human Resources  
Henry Ford Community College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

1 LETTER OF AGREEMENT #8  
2 BETWEEN  
3 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
4 AND  
5 DEARBORN BOARD OF EDUCATION  
6  
7 FULL-TIME TO PART-TIME JOB RATIO  
8  
9

10 This letter of agreement executed by and between the Dearborn Board of  
11 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
12 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
13 mentioned parties agree as follows:  
14

- 15 A. The D.F.S.E. recognizes the right of the District to eliminate full time  
16 positions and the District recognizes the position of the D.F.S.E. that it  
17 wishes to maintain as near as possible the current ratio of full time to part  
18 time positions. Accordingly, it is agreed that for the life of this  
19 agreement the District will make every effort to maintain a ratio of full  
20 time to part time jobs which will not fall below the current ratio of full  
21 time jobs to part time jobs.  
22
- 23 B. Should the District choose to add additional part time jobs over and above  
24 the current number (324) which do not result in the elimination of full time  
25 jobs the additional part time jobs shall not count against the ratio in  
26 paragraph A.  
27
- 28 C. The provisions of paragraphs A and B shall not be applicable in the case of  
29 layoffs.  
30  
31  
32

33 For the Board of Education  
34 of the School District of the  
35 City of Dearborn  
36  
37

For the Dearborn Federation of  
School Employees

38  
39 R. Douglas Pretty  
40 Director of Human Resources  
41 P-12  
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44  
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Donald Ryan  
President, DFSE

46 Sally Barnett  
47 Director of Human Resources  
48 Henry Ford Community College  
49  
50  
51  
52

53 Date

Date

1 LETTER OF AGREEMENT #9  
2 BETWEEN  
3 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
4 AND  
5 DEARBORN BOARD OF EDUCATION  
6  
7 BENEFITS COMMITTEE  
8  
9  
10

11 This letter of agreement executed by and between the Dearborn Board of  
12 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
13 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
14 mentioned parties agree as follows:  
15

16 That the DFSE and the Board agree to form a Committee to study and make  
17 recommendation to:  
18

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

23 The Committee will make its written recommendations to the Union President  
24 and the Associate Superintendent for Administrative Services no later than June  
25 15, 1993. The Committee shall consist of a total of six (6) individuals,  
26 including the DFSE President and the Associate Superintendent for Administrative  
27 Services or his designee, two (2) individuals appointed by the DFSE President,  
28 and two (2) individuals appointed by the Director of Human Resources.  
29  
30  
31  
32  
33

34 For the Board of Education  
35 of the School District of the  
36 City of Dearborn  
37  
38  
39

For the Dearborn Federation of  
School Employees

40 \_\_\_\_\_  
41 R. Douglas Pretty  
42 Director of Human Resources  
43 P-12  
44  
45  
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\_\_\_\_\_   
Donald Ryan  
President, DFSE

47 \_\_\_\_\_  
48 Sally Barnett  
49 Director of Human Resources  
50 Henry Ford Community College  
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54 \_\_\_\_\_  
Date

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Date

1 LETTER OF AGREEMENT #10  
2 BETWEEN  
3 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
4 AND  
5 DEARBORN BOARD OF EDUCATION  
6  
7 EMPLOYEE ADVISORY TEAMS  
8  
9  
10

11 This letter of agreement executed by and between the Dearborn Board of  
12 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
13 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
14 mentioned parties agree as follows:  
15

16 That the parties establish the listed below P-12/HFCC Employee Advisory  
17 Teams:  
18

- 19 1. Clerical/Technical/Data Processing
- 20 2. Food Services/Cashiers/Noon Hour Supervisors
- 21 3. Paraprofessionals (Bilingual, Orthopedic and Instructional)
- 22 4. Plant Operations
- 23 5. Trades
- 24 6. Transportation
- 25 7. Grounds  
26

27 Membership on the Employee Advisory Teams shall consist of not more than four  
28 members appointed by the President of the DFSE, not more than two members  
29 appointed by the Superintendent and not more than two members appointed by the  
30 President of HFCC. Meetings will be scheduled on an as needed basis mutually  
31 determined by the President of the DFSE and the Director of Human Resources.  
32 Each team shall elect a chair and recording secretary. Minutes from each advisory  
33 team meeting shall be forwarded to the DFSE President and Human Resources.  
34

35 The primary responsibility of each Employee Advisory Team is to identify  
36 employee related concerns and recommend appropriate fact-finding recommendations.  
37 Each team should make an attempt to anticipate problems and resolve them in a  
38 timely fashion to avoid any conflict that is not in the best interest of the DFSE  
39 and the Dearborn Board of Education.  
40

41  
42  
43 For the Board of Education  
44 of the School District of the  
45 City of Dearborn  
46

For the Dearborn Federation of  
School Employees

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49 \_\_\_\_\_  
50 R. Douglas Pretty  
51 Director of Human Resources  
52 P-12  
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\_\_\_\_\_  
Donald Ryan  
President, DFSE

1  
2 Sally Barnett  
3 Director of Human Resources  
4 Henry Ford Community College  
5  
6  
7  
8  
9  
10 Date

Date

1 LETTER OF AGREEMENT #11  
2 BETWEEN  
3 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
4 AND  
5 DEARBORN BOARD OF EDUCATION  
6  
7 FAVORED WORK PROGRAM  
8  
9  
10

11 This letter of agreement executed by and between the Dearborn Board of  
12 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
13 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
14 mentioned parties agree as follows:  
15

- 16
- 17 1. That an employee who is either eligible for or is receiving Workers'  
18 Compensation benefits is eligible for inclusion in the Favored Work Program.  
19
  - 20 2. That such an employee will be placed in a favored work job only upon the  
21 written recommendation of a physician (whose area of practice renders the  
22 physician appropriate to make such a recommendation) from Oakwood Hospital,  
23 Henry Ford Hospital or University of Michigan Hospital.  
24
  - 25 3. At the discretion of the employer, an eligible employee may be placed in a  
26 favored work program.  
27
  - 28 4. An eligible employee who is placed on a favored work job will be placed in  
29 his/her former location and classification to the extent such an assignment  
30 is feasible and to the extent such assignment is also compatible with the  
31 recommending physician's restrictions.  
32
  - 33 5. An employee who has participated in the favored work program will be allowed  
34 to return to their classification, location and shift vacated prior to  
35 receiving Workers' Compensation.  
36  
37  
38  
39  
40

41 For the Board of Education  
42 of the School District of the  
43 City of Dearborn  
44  
45

46  
47 R. Douglas Pretty  
48 Director of Human Resources  
49 P-12  
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54

For the Dearborn Federation of  
School Employees

Donald Ryan  
President, DFSE

1  
2 Sally Barnett  
3 Director of Human Resources  
4 Henry Ford Community College  
5  
6  
7 Date  
8

Date

1 LETTER OF AGREEMENT #12  
2 BETWEEN  
3 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
4 AND  
5 DEARBORN BOARD OF EDUCATION  
6  
7 RELIEF WORKERS  
8  
9

10 This letter of agreement executed by and between the Dearborn Board of  
11 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
12 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
13 mentioned parties agree as follows:  
14

- 15 1. Each building engineer shall, on a timely basis, provide a calendar of events  
16 of overtime opportunities for employees temporarily assigned outside of their  
17 building.  
18
- 19 2. Any employee who serves as a relief worker outside of their assigned building  
20 shall be considered an employee of that building for purposes of planned  
21 overtime activities.  
22
- 23 3. Any employee on temporary assignment outside of their building (relief  
24 grounds, laborer, BOS trainee, etc.), shall notify their respective building  
25 engineer of their interest in overtime opportunities.  
26
- 27 4. Any employee who serves as a relief worker outside of their building shall  
28 notify their building engineer of their availability to work overtime at  
29 least two days before the scheduled event is to occur.  
30
- 31 5. All unplanned or incidental overtime shall be offered to employees tempo-  
32 rarily assigned outside of their building provided said employee is available  
33 to work said overtime at the time they are contacted by their building  
34 engineer.  
35
- 36 6. Any employee who initially agrees, but fails to work overtime as described  
37 herein, other than the legitimate use of sick time, shall forfeit their right  
38 to work any subsequent overtime for the next twenty-four (24) hours of avail-  
39 able overtime.  
40
- 41 7. Any employee who serves as a relief worker outside of their assigned building  
42 shall inform their home base building engineer of all relief overtime worked.  
43 These relief hours will not be factored in calculating the equalization of  
44 overtime, as described in Article 17 of the DFSE Labor Agreement.  
45  
46

1 For the Board of Education  
2 of the School District of the  
3 City of Dearborn  
4  
5  
6

7 \_\_\_\_\_  
8 R. Douglas Pretty  
9 Director of Human Resources  
10 P-12  
11  
12  
13

14 \_\_\_\_\_  
15 Sally Barnett  
16 Director of Human Resources  
17 Henry Ford Community College  
18  
19  
20

21 \_\_\_\_\_  
22 Date  
23

For the Dearborn Federation of  
School Employees

\_\_\_\_\_  
Donald Ryan  
President, DFSE

\_\_\_\_\_  
Date

1 LETTER OF AGREEMENT #13  
2 BETWEEN  
3 DEARBORN BOARD OF EDUCATION  
4 AND  
5 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
6  
7 UNCLASSIFIED SECRETARIES  
8  
9  
10

11 The Dearborn Board of Education (hereinafter referred to as the Board), and  
12 the Dearborn Federation of School Employees (hereinafter referred to as the  
13 D.F.S.E.), whereas the above mentioned parties agree as follows:  
14

15 With the exception of the Superintendent's secretary and the Henry Ford  
16 Community College President's secretary, DFSE bargaining unit members shall be  
17 given priority consideration in filling non-union secretarial positions.  
18

19 Priority consideration shall be defined as follows:  
20

21 Employer will interview all qualified bargaining unit members who have bid on  
22 the position before considering non-bargaining unit members.  
23  
24

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

For the Dearborn Federation of  
School Employees

29  
30  
31 R. Douglas Pretty  
32 Director of Human Resources  
33 P-12  
34  
35  
36  
37

Donald Ryan  
President, DFSE

38 Sally Barnett  
39 Director of Human Resources  
40 Henry Ford Community College  
41  
42  
43  
44

45 Date

Date

1 LETTER OF AGREEMENT #14  
2 BETWEEN  
3 DEARBORN BOARD OF EDUCATION  
4 AND  
5 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
6  
7 DENTAL AND OPTICAL COVERAGE  
8  
9  
10

11 The Dearborn Board of Education (hereinafter referred to as the Board), and  
12 the Dearborn Federation of School Employees (hereinafter referred to as the  
13 D.F.S.E.), whereas the above mentioned parties agree as follows:  
14  
15

16 The parties agree that there will be no diminution of dental or optical  
17 coverage during the term of the 1994-97 collective bargaining agreement. The  
18 Class II benefits in the dental coverage will be increased to 65% with 35% to be  
19 paid by the employee.  
20  
21

22  
23 For the Board of Education  
24 of the School District of the  
25 City of Dearborn  
26  
27

For the Dearborn Federation of  
School Employees

28  
29 \_\_\_\_\_  
30 R. Douglas Pretty  
31 Director of Human Resources  
32 P-12  
33  
34  
35

\_\_\_\_\_  
Donald Ryan  
President, DFSE

36 \_\_\_\_\_  
37 Sally Barnett  
38 Director of Human Resources  
39 Henry Ford Community College  
40  
41  
42

43 \_\_\_\_\_  
Date

\_\_\_\_\_  
Date

1 LETTER OF AGREEMENT #15  
2 BETWEEN  
3 DEARBORN BOARD OF EDUCATION  
4 AND  
5 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
6  
7 FOOD SERVICE MANAGEMENT PROPOSAL  
8  
9

10 This letter of agreement executed by and between the Dearborn Board of  
11 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
12 of School Employees (hereinafter referred to as the DFSE) whereas the above  
13 mentioned parties agree as follows:  
14

15 In the event that the Board approves the reinstatement of a position which  
16 would direct the food service department, a joint labor-management food service  
17 management committee will be formed to explore employees' participation in the  
18 food service operation.  
19

20  
21  
22 For the Board of Education of the  
23 School District of the  
24 City of Dearborn  
25

For the Dearborn Federation of  
School Employees

26  
27  
28 R. Douglas Pretty  
29 Director of Human Resources  
30 P-12  
31

Donald Ryan  
President, DFSE

32  
33  
34  
35 Sally Barnett  
36 Director of Human Resources  
37 Henry Ford Community College  
38

39  
40  
41  
42 Date

Date

1 LETTER OF AGREEMENT #16  
2 BETWEEN  
3 DEARBORN BOARD OF EDUCATION  
4 AND  
5 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
6  
7 GROUNDS OVERTIME  
8  
9

10 This letter of agreement executed by and between the Dearborn Board of  
11 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
12 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
13 mentioned parties agree as follows:  
14

15 It is mutually agreed and understood that the policy for calling grounds  
16 employees for overtime at the P-12 level and HFCC shall be:  
17

- 18 1. The Board is under no obligation to offer an employee overtime when the  
19 employee is on a scheduled vacation day until the employee returns to work on  
20 his next regularly scheduled work day.  
21  
22 2. The Board may offer planned overtime to an employee before vacation begins or  
23 after it ends (i.e., Saturday, Sunday prior to Monday-Friday vacation or  
24 Saturday, Sunday following vacation) provided the employee can be contacted.  
25  
26 3. Refusal of overtime offered on days preceding or following vacation days will  
27 be counted against the employee on equalization of overtime.  
28  
29  
30  
31

32 For the Board of Education of the  
33 School District of the  
34 City of Dearborn  
35  
36  
37

For the Dearborn Federation of  
School Employees

38 \_\_\_\_\_  
39 R. Douglas Pretty  
40 Director of Human Resources  
41 P-12  
42  
43  
44

\_\_\_\_\_  
Donald Ryan  
President, DFSE

45 \_\_\_\_\_  
46 Sally Barnett  
47 Director of Human Resources  
48 Henry Ford Community College  
49  
50  
51

52 \_\_\_\_\_  
Date  
53

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Date

1 LETTER OF AGREEMENT #17  
2 BETWEEN  
3 DEARBORN BOARD OF EDUCATION  
4 AND  
5 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
6  
7 APPRENTICE PROGRAM  
8  
9

10 Pursuant to a recommendation of the Skilled Trades Apprentice Committee the  
11 following language shall be adopted in the Skilled Trades Apprentice Program  
12 Rules and Regulations:  
13

14 1. TERM OF APPRENTICE PROGRAM  
15

16 The apprentice program shall be for a period of four years and/or 8,000 hours  
17 of actual work experience including overtime but excluding required hours of  
18 related school instruction. Each skilled area will have no more than one  
19 apprentice assigned at any given time. Exceptions may be made in writing by  
20 the Skilled Trades Apprentice Committee, including any consideration of a  
21 transfer request to a different apprentice program.  
22

23 2. RELATED SCHOOL INSTRUCTION  
24

25 Each apprentice shall enroll and satisfactorily complete a minimum of 144  
26 class hours in related theoretical instructional each year. Tuition,  
27 application fees, registration fees, service fees, and lab fees (if  
28 applicable) shall be paid for related classes to be taken at Henry Ford  
29 Community College or other educational institutions as recommended by the  
30 apprentice committee subject to the written approval of the Director of Human  
31 Resources. Instructional programs are to be established based on the  
32 curriculum of the Trade and Apprentice Education Division of Henry Ford  
33 Community College.  
34  
35  
36

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

For the Dearborn Federation of  
School Employees

42 \_\_\_\_\_  
43 R. Douglas Pretty  
44 Director of Human Resources  
45 P-12  
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\_\_\_\_\_  
Donald Ryan  
President, DFSE

1  
2 Sally Barnett  
3 Director of Human Resources  
4 Henry Ford Community College  
5  
6  
7  
8  
9

10 Date  
11

Date

1 LETTER OF AGREEMENT #18  
2 BETWEEN  
3 DEARBORN BOARD OF EDUCATION  
4 AND  
5 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
6  
7 BILINGUAL SECRETARY  
8  
9

10 This letter of agreement by and between the parties, whereas the above mentioned  
11 parties agree as follows:  
12

- 13 1. The first Secretary II vacancy at Lowrey shall be posted as an entry level  
14 Secretary II Bilingual position. At the same time, the current Bilingual  
15 Secretary III position shall be considered a regular Secretary III position.  
16  
17 2. The Lowrey position posted and currently filled as Secretary III Bilingual  
18 shall be permitted by the parties in this instance and is not recognized as a  
19 precedent for posting and or filling of future vacancies or openings.  
20  
21 3. Generally, a newly created Bilingual Secretarial position will be posted as a  
22 Secretary II. If the employer finds a need to post a higher secretarial  
23 classification as bilingual, the employer will meet and confer with the Union  
24 before posting the position.  
25  
26  
27  
28  
29  
30

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

For the Dearborn Federation of  
School Employees

36  
37 R. Douglas Pretty  
38 Director of Human Resources  
39 P-12  
40  
41  
42  
43

Donald Ryan  
President, DFSE

44 Sally Barnett  
45 Director of Human Resources  
46 Henry Ford Community College  
47  
48  
49  
50

51 Date

Date

LETTER OF AGREEMENT #19  
BETWEEN  
DEARBORN BOARD OF EDUCATION  
AND  
DEARBORN FEDERATION OF SCHOOL EMPLOYEES

Theme Schools  
and  
Year-Round Schools

The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn Federation of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above mentioned parties agree as follows:

In the event of the implementation of a Theme School Program(s) or Year-Round School Program(s), the Board and the D.F.S.E. agree to establish an ad hoc committee to study and make recommendations for the implementation of said program(s).

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

For the Dearborn Federation of  
School Employees

\_\_\_\_\_  
R. Douglas Pretty  
Director of Human Resources  
P-12

\_\_\_\_\_  
Donald Ryan  
President, DFSE

\_\_\_\_\_  
Sally Barnett  
Director of Human Resources  
Henry Ford Community College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

1 LETTER OF AGREEMENT #20  
2 BETWEEN  
3 DEARBORN BOARD OF EDUCATION  
4 AND  
5 DEARBORN FEDERATION OF SCHOOL EMPLOYEES  
6  
7 Job Evaluation Study  
8  
9

10 This letter of agreement executed by and between the Dearborn Board of  
11 Education (hereinafter referred to as the "Board"), and the Dearborn Federation  
12 of School Employees (hereinafter referred to as the D.F.S.E.), whereas the above  
13 mentioned parties agree as follows:  
14

15 A joint job evaluation study to review the accuracy of current  
16 paraprofessional job descriptions will be undertaken during the 1996-97 school  
17 year.  
18

- 19 1. A committee will be formed consisting of four members. Two (2) members will  
20 be selected by the Union and two (2) members will be selected by the  
21 Administration. The committee shall be chaired by one of the employer  
22 representatives. Minutes of such meetings shall be sent to both the Human  
23 Resources Office at P-12 and HFCC and to the DFSE President.  
24  
25 2. A report of recommendations will be made to the Superintendent and President  
26 no later than June 30, 1997.  
27  
28  
29

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

For the Dearborn Federation of  
School Employees

36 \_\_\_\_\_  
37 R. Douglas Pretty  
38 Director of Human Resources  
39 P-12  
40  
41  
42

\_\_\_\_\_  
Donald Ryan  
President, DFSE

43 \_\_\_\_\_  
44 Sally Barnett  
45 Director of Human Resources  
46 Henry Ford Community College  
47  
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49

50 \_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**DEARBORN FEDERATION OF SCHOOL EMPLOYEES**

|                          |                      |                  |
|--------------------------|----------------------|------------------|
| 1107 Washington          | President:           | Donald Ryan      |
| Dearborn, Michigan 48124 | Vice President:      | Timothy Kearney  |
| (313) 274-5900           | Recording Secretary: | Janice Piestrak  |
|                          | Financial Secretary: | Scott Zahler     |
|                          | Treasurer:           | Dawn Mital       |
|                          | Sargent-At-Arms:     | Gregory Pudelek  |
|                          | Trustees:            | Beverly Duquette |
|                          |                      | Kevin Lyscas     |
|                          |                      | Mary Hollister   |

**BLUE CROSS/BLUE SHIELD OF MICHIGAN**

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Detroit, MI 48202  
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Columbus, Ohio 43216-2487  
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Long Term Disability  
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**NORTH AMERICAN LIFE INSURANCE**

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

**MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM**

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

**EMPLOYEE ASSISTANCE PLAN (24 HOUR SERVICE)**

HEALTH MANAGEMENT SYSTEMS  
20811 Kelly Road, Suite 100  
Eastpointe, Michigan 48021  
1-(800) 847-7240 HOTLINE  
1-(810) 773-3000 Office

**DEARBORN BOARD OF EDUCATION**

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

