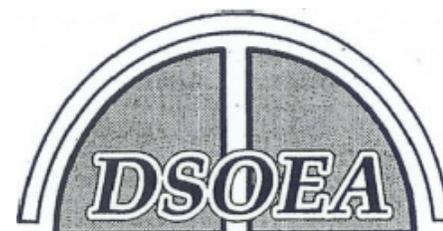


**AGREEMENT BETWEEN
THE DEARBORN BOARD
OF EDUCATION**



HENRY FORD
COMMUNITY COLLEGE

**AND THE DEARBORN
SCHOOLS OPERATING
ENGINEERS ASSOCIATION**



2005-2008

DEARBORN PUBLIC SCHOOLS
18700 AUDETTE
DEARBORN, MICHIGAN 48124

HENRY FORD COMMUNITY COLLEGE
5101 EVERGREEN
DEARBORN, MICHIGAN 48128

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

THIS AGREEMENT is made and entered into on this 9th day of October, 2006, and is effective as of that date by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN/HENRY FORD COMMUNITY COLLEGE, hereinafter referred to as the Employer, and the DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION, hereinafter referred to as the Association.

PURPOSE AND INTENT

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

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

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

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

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

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

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

ARTICLE I - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the Employer hereby recognizes the Association 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 Engineers and Assistant Engineers classified by the Employer as Physical Plant Engineer, Engineer A, B, C, or D; excluding all other supervisors, teaching personnel and all other employees.

ARTICLE II - ASSOCIATION SECURITY

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

The Association certifies that

(Name)

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

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

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

ARTICLE IV - GRIEVANCE PROCEDURE

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

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

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

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

Step 2 - Within fifteen (15) working days after delivery of the supervisor's decision, the grievance may be appealed to the grievance committee. The appeal shall be in writing and shall set 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 committee, consisting of two members designated by the DSOEA and two members designated by the Administration, shall investigate the grievance. As part of this investigation, the committee shall give the person or persons who

presented the grievance at Step 1 a formal hearing in order to ascertain facts regarding the grievance. Within fifteen (15) working days after the hearing the committee will forward its decision and/or recommendations in writing, together with reasons, to the Association and the Human Resources Department.

Step 3 - Within fifteen (15) working days after delivery of the grievance committee's decision, the grievance may be appealed to the Superintendent. The appeal shall be in writing and shall set 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 presented the grievance at Step 2 a hearing in the presence of the Association 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 Association.

Step 4 - If the Association is dissatisfied with the decision of the Superintendent, the Association may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the Superintendent and the American Arbitration Association within ten (10) working days after the Association's receipt of the decision of the Superintendent. 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 Association. 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 finds a violation, the appropriate relief. The arbitrator's award shall be final and binding on the Board and the Association 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 Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing directly at Step 1. 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 Association; for this purpose any notice postmarked within the time limits and mailed to the employee and the Association at its last known address shall be within the time limits; further, in connection with an Association grievance, no employee need be notified.
- 4E.
 - 1. Failure to commence to process the grievance within the time limits set forth above shall bar the grievance.
 - 2. Failure to appeal a decision to the next step within the time limits set forth above shall constitute acceptance of the last written decision and shall bar future action on that particular grievance.

- 4F. Any individual employee may present a grievance and have the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, providing the Association has been given an opportunity to be present at such adjustment at all steps.
- 4G. An Association representative may be present at all steps of the grievance procedure. In the event an Association representative is not present or does not consent to the resolution of the grievance, any settlement shall not be used by either party in any other grievance or arbitration proceeding.
- 4H. Any agreement reached through the grievance procedure will be implemented promptly.
- 4I. The time limits referred to in 4E 1 and 2, above, and in 4B, may be waived by the mutual consent of the Association and the Administration.

ARTICLE V - GRIEVANCE PROCEDURE IN DISCHARGE CASES

- 5A. Where an employee is discharged or suspended, the employee and the Association shall be promptly notified thereof in writing by the Employer.
- 5B. If the employee or the Association wishes to file a grievance in connection with such discharge or suspension, they may use the grievance procedure set forth in Article IV hereof, with the following exceptions:
 - 1. The grievance shall be submitted in writing to the Superintendent or College President directly and the processing of such grievance shall be commenced at Step 3.
 - 2. The grievance must be presented within fifteen (15) days of the date on which the employee was discharged, or fifteen (15) days after notification has been sent to the Association, whichever date is later.
- 5C. In discharge or suspension cases only, appeal of the decision to Step 4 of the Grievance Procedure may be made by the employee and/or the Association to the American Arbitration Association, provided such appeal is made within thirty (30) days after delivery of the decision at Step 3. The arbitrator shall be selected and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Employer and the Association or by the Employer and the employee if the employee is not represented by the Association. The decision of the arbitrator shall be final and binding upon the employee involved and upon the parties to this Agreement and judgment thereon may be entered in any court having jurisdiction. The arbitrator shall confine his/her opinion to the sole question of whether the discharge or suspension was for just cause under this agreement.
- 5D. Any employee who is reinstated after discharge or suspension which has been adjudged to have been unjust or improper, will be returned to work on his/her regular job without loss of seniority rights and with full back pay less deduction of other earnings for the period in question from employment pursued in place of employment with Employer, unless Employer and Association agree otherwise or arbitrator decides otherwise.

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

ARTICLE VI - PROBATIONARY EMPLOYEES AND EMPLOYEES ON PROBATION

A. Probationary Employees:

1. Employees newly hired, rehired or initially assigned into this unit shall be considered as probationary employees for the first one (1) year of employment. The one (1) year may be extended by the amount of absence in the period.
2. The Association shall represent the probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment as set forth in Article I of this Agreement. The Employer shall have the right to discharge and discipline probationary employees, and the action is not subject to appeal or grievance.

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

1. An employee presently in the unit who has been promoted to a higher classification and is assigned in a circumstance listed below shall be known as an employee on probation and shall be required to complete satisfactorily a probationary period of six (6) months, starting with the date of the new assignment.
 - a) When an employee initially moves to the charge of a building.
 - b) When an employee is promoted more than one classification at one time.
 - c) When an employee moves from a low-pressure assignment to a high-pressure assignment.
2. The employee shall be given the reason(s) if it is determined he did not satisfactorily complete the probationary period. If the employee wishes to appeal such a determination, the employee shall be entitled to a hearing with the Superintendent or designee, if a P-12 related job is involved, or the President of HFCC or designee if a College job is involved. The decision of the administrator who conducts the hearing shall be final and not subject to the grievance procedure.
3. An employee who does not satisfactorily complete the probationary period shall return to the previous classification and position on the salary schedule, but shall not be guaranteed placement on his/her last assignment.

ARTICLE VII - SENIORITY AND CLASSIFICATION

A. Seniority shall be defined as follows:

1. Employment seniority - length of continuous service with Employer.
2. Unit seniority - length of service as an engineer.

3. Classification seniority - length of service in specific classification, which classifications are set forth in Schedule A.
- B. Seniority during probationary periods:
1. Only when a probationary employee satisfactorily completes the probationary period shall he be entered on the seniority list and shall then rank for unit and classification seniority from the date of entering the unit.
 2. An "employee on probation" shall, after completion of the probationary period, have seniority in the new classification from the date of promotion.

If an "employee on probation" is performing satisfactorily and is unable to complete the period of probation because of the closing of a building, the "employee on probation" shall be credited with the classification seniority actually earned during the period of probation.
 3. An employee who fails to complete satisfactorily his/her probationary period shall accumulate seniority in the unit and in the classification from which the promotion was made.
- C. An employee demoted to a lower classification shall retain, but not accumulate further, seniority in the higher classification.
- D. An employee promoted to a higher classification shall retain seniority in the former classification and in all classifications lower than the former classification, and shall accumulate seniority in all classifications lower than the new classification commencing with the date of promotion to the new classification.
- E. An employee who is absent on approved leave shall accumulate seniority in the employee's classification.
- F. An employee not working, but receiving workers' disability benefits for any reason because of his/her work for Employer, shall accumulate seniority for the period the employee cannot work and is receiving such workers' disability benefits and shall receive any salary increases and increments.
- G. An employee's seniority shall not be affected or interrupted as a result of layoffs, injury, illness, leaves of absence, or other causes not due to the voluntary act or fault of the employee. However, the employee's seniority shall be terminated for any of the following reasons, unless the Employer and the Association, by agreement in writing, determine otherwise:
1. The employee voluntarily quits or resigns.
 2. The employee is discharged for cause and the discharge is not reversed through the grievance procedure.
- H. An employee moved into a supervisory or administrative job with Employer but outside the bargaining unit will continue to accumulate seniority and all persons who in the past have been engineers and are now employed in other supervisory or administrative positions with Employer will have their seniority accumulate during the time they are so employed.

- I. An employee who is requested to work on a temporary assignment in a higher classification shall not accumulate seniority standing in the temporary classification.
- J. The Employer shall, within sixty (60) days after signing of this Agreement, furnish the Association a seniority schedule containing the name, payroll number, employment seniority, unit seniority and seniority by classifications of each member of the bargaining unit. Revised schedules will be furnished the Association by the Employer every year. The Association shall be furnished, upon request, information concerning employment date, classifications and rate of pay of any employee to whom this Agreement is applicable.

ARTICLE VIII - LAYOFF AND RECALL

A. Layoff

1. When a reduction in force becomes necessary, the Employer shall determine the classifications to be reduced and the number of employees in those classifications to be reduced.
2. Probationary employees and employees on probation within the affected classification(s) shall be the first to be subject to change in classification or layoff. If a further reduction in numbers within a classification is necessary, the least senior employee(s) in the affected classification shall be the next one(s) to be affected by a change in classification or layoff.
3. If any employee who is dislodged by No. 2 above has sufficient seniority as an engineer to retain employment in the unit, the employee may "bump" into any other classification in which the employee has seniority provided the employee has sufficient seniority to do so. If the employee has sufficient seniority to do so, he shall displace the employee with the lowest seniority in the classification on the same shift. The employee thus dislodged and any subsequently dislodged shall be accorded the same opportunity to exercise seniority.
4. Any employee dislodged by the "bumping" process must return to the position from which the employee was "bumped" if the job again becomes available unless in the interim the employee was promoted or voluntarily transferred, in which case it is optional.
5. The same basic pattern outlined in 1-4 above shall apply to surplus in classification resulting from the closing of a school, except that in the event the engineer in said closed school is not the junior employee in said classification the employee may exercise one (1) of the following two (2) options:
 - a. the employee may "bump" the junior engineer in the classification on the employee's shift, provided the employee has sufficient seniority to do so;
 - b. the employee may occupy the vacancy caused by the "bumping" of the junior person in the classification.

If option "a" immediately above is exercised, the engineer who is thus "bumped" must fill the vacancy referred to in "b" immediately above.

6. If the resultant realignment of work force in the unit because of 1 through 5 above creates a situation in which there are more engineers than positions available, those unassigned engineer(s) may be laid off.
7. In the case of layoff, management will give as much advance notice as is possible to employees affected and to the Association.

B. Recall

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

ARTICLE IX - FILLING OF VACANCIES

A. Definitions

1. A classification is any one of the positions listed in Schedule A.
2. A transfer is a movement of an employee between locations within a classification or between classifications.
3. A promotion is a transfer to a higher paying classification.
4. A demotion is a transfer to a lower paying classification.

B. Vacancies in classifications

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

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

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

2. Transfer procedure deadlines are established as follows:
 - a. The earlier of the following dates will be the deadline for refusing a transfer: (1) the date transferee is to report to his/her new position; (2) the date of the transfer notice (flowsheet) which is sent to all parties concerned including the employees affected.
 - b. The deadline for submitting bids on a vacancy will be the deadline reflected on the posted bulletin in accordance with B. 1. above.
3. The earlier of the following dates will be the deadline for submitting a transfer request for a given bid or non-bid vacancy:
 - a. The date the position is vacated.
 - b. The date of notice (flowsheet) which indicates that the vacancy will occur due to a movement such as resignation, transfer, etc.
4.
 - a. An employee who has not had a non-promotion transfer within one (1) year of the announced date of a vacancy for which the employee is qualified shall be given preference for non-promotion transfers over other employees who have made such a transfer within one (1) year. Non-probationary employees with less than one (1) year seniority shall be given preference for non-promotion transfers before new employees are hired to fill said vacancies.
 - b. The restriction in the first sentence of IXB4a, above, shall not apply to an Assistant Engineer D who has, within the past year, moved from one afternoon assignment to another such assignment when an Engineer D day position becomes vacant.
5. Any employee who voluntarily demotes shall be ineligible for promotion for a period of one (1) year from the effective date of the demotion.
6. When new jobs are created or a vacancy occurs in any classification under the Agreement, first consideration shall be given to one of the two employees with the highest priority or, if priorities are the same, to one of the two employees with the most seniority, who has the qualifications and ability to do the job. It is agreed that leadership and management ability are among the necessary qualifications for promotion. One of the two employees interviewed will be awarded the position, provided he meets the qualifications as outlined in this Article.

Employer can consider people who are not employees in the bargaining unit only when there are no bids from within the unit or the bids have been exhausted without finding an acceptable applicant. Employees shall be on probation as indicated in Article VI, Section B, and during the probationary period Employer may determine whether the employee can do the job, which determination shall be final and not be subject to grievance procedure.

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

- a. Return of bumped employee from another position within same classification or in another classification.

- b. Return from layoff or extended health leave dependent on seniority in classification.
 - c. Voluntary demotion.
 - d. Transfer (non-promotion) not inclusive of "probationary employees" or "employees on probation."
 - e. Return from leave, other than extended health leave, to same classification.
 - f. Lateral transfer of an "employee on probation."
 - g. Promotion according to rank of classification.
 - h. Return from leave to a higher classification.
 - i. Lateral transfer of "probationary employee."
 - j. New hire or new to unit.
7. If persons applying for the vacancy have the same qualifications and priority and are within priorities a, b, c, d, e, f, above, seniority within the classification shall govern. If no persons applying for the vacancy are in priorities a, b, c, d, e, f, unit seniority shall govern, assuming qualifications are equal.
8. Unsuccessful applicants with a higher priority than, or with the same priority as and more seniority than the person selected, may, if requested, be given specific reasons in writing why they were not selected. The Association will be furnished a copy of all bids by the employees for a vacancy and the Association will be furnished with a copy of all transfer requests and all bid lists for a given vacancy by the Human Resources Department. The Association shall have the opportunity for a member of the Executive Board to be present as an observer at all interviews. The employee having the highest priority and the highest seniority appropriate to that priority shall be interviewed first.

C. Involuntary Transfer

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

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

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

This provision is not subject to the grievance procedure.

ARTICLE X - CLASSIFICATION AND RECLASSIFICATION

- A. The Employer and the Association will mutually agree on a pay rate for any new classification within the bargaining unit. In the event a new classification is created by the Employer, and the Employer and the Association disagree on whether the new position belongs in the unit such dispute shall be submitted to the grievance procedure. In the event the parties are unable to agree as to rate of pay for the new classification, such dispute shall be submitted to the grievance procedure contained in this Agreement. The rate established shall be retroactive to the start of the operation.
- B. Reclassification requests within the bargaining unit shall be acted upon by a reclassification committee which shall include a chairperson and three (3) other members appointed by the Employer and three (3) members designated by the Association.
1. The committee shall meet as required and act on all requests for reclassification filed with the chairperson of the committee.
 2. Prior to the Employer representatives acting upon a requests, all members of the committee shall vote on the request by secret ballot. The Association shall be advised of the results of the vote. The Employer members will then act upon the request and shall not be bound by the result of the above vote, which shall be advisory only. The decision of the Employer representatives is not subject to the grievance procedure and the only appeal therefrom is as set forth in subparagraph 8 hereof. When the Employer members act upon a request, the Association members will not be present.
 3. The chairperson of the committee will furnish the Association with a copy of:
 - a. Application for reclassification;
 - b. Agenda two (2) days prior to the meeting;
 - c. Committee minutes within one (1) week after the committee meeting.
 4. An employee, the Association on behalf of an employee, a supervisor, or an administrator may initiate a request for classification change.

If the employee or the Association initiates the request, the employee or the Association shall submit the request with appropriate explanation to the immediate supervisor. The supervisor will forward requests to the chairperson of the committee with recommendations regardless of whether or not he concurs.
 5. Applications must be filed with the chairperson of the committee five (5) days prior to the meeting.
 6. The committee may request the employee and/or the supervisor to furnish additional information or appear before the committee within thirty (30) days of such request. The employee may be represented by the Association.

7. The employee shall be notified of the committee's decision in writing within one (1) week after the decision is made.
8. The employee and/or the Association may appeal the ruling of the committee within one (1) week following notification. An appeal must be submitted to the Director of Human Resources in writing. The Director of Human Resources shall hold an appeal hearing within two (2) weeks of the appeal request. The employee and/or the Association representative shall be present.
9. Changes in classification shall be submitted for approval to the Board of Education.
10. Any position which is reclassified upward and was held by an employee for less than one (1) year prior to the reclassification will be rebid.

ARTICLE XI - MISCELLANEOUS RATE ADJUSTMENTS, JOB REQUIREMENTS AND OVERTIME

- A. 1. Employees temporarily assigned to a class of work for which the minimum wage rate herein specified is higher than the employee's regular wage rate shall, for the time engaged in such work, be paid the minimum wage rate herein agreed to be applicable to such work, or their regular wage rate, whichever is greater.
2. When an engineer of a lower classification such as a "D" working for an engineer of higher classification such as a "A", "B", or "C" for more than ten (10) regular working days, the lower classification engineer will be paid an additional fifty cents (50¢) per hour or the same pay rate as the engineer he is replacing, whichever is less, starting with the eleventh (11th) day of work in that replacement position.
- B. It is recognized that all disputes on work assignments should be resolved at the building or departmental level wherever possible.
- C. 1. Overtime for the purposes of this paragraph shall be defined as all hours over eight (8) hours in any one day or forty (40) hours in any one week.
2. a. Employer shall determine when overtime is necessary, except that the employer delegates to the Building Engineer, in accordance with the responsibility for building safety and security, the authority to determine when overtime work is required as a result of damage or potential damage to the building, building facilities or site, which may cause further damage to the building or site, or prevent the use of the building and its facilities if immediate action is not taken by the Building Engineer.

After overtime is worked, as a result of the above conditions, the Building Engineer shall immediately submit to the Supervisor of Operations or the Director of Building and Grounds, an Overtime Report indicating the reasons for said overtime worked and the number of overtime hours worked by all involved employees.

- b. Regularly scheduled overtime for building security check or other approved operations shall be worked in accordance with instructions from the Building Principal or other designated immediate supervisor, subject to approval by Employer through appropriate channels.

- c. Building Engineers shall, upon the request of their immediate Supervisor, provide estimates of overtime labor hours necessary for non-scheduled use of the building for which a Building Use Permit may be issued.
 - d. Building Engineers shall not schedule or work such overtime without the approval of their immediate supervisor.
3. Overtime will be performed:
- 1st, by the engineer or assistant engineer regularly employed in the building where the overtime work is to be performed.
 - 2nd, if neither of the above can work, then an engineer will be called from an established list of engineers available to work overtime as a replacement in another building. The employer shall rotate and equalize overtime for Engineers on the Relief Engineer list.
4. An attempt shall be made to equalize overtime between engineers in the same building over a six-month period and there shall be no requirement of giving any particular overtime to the person with the least number of overtime hours. A report of overtime of employees within this unit for the six- (6) month periods ending February 28th and August 31st will be made available to the Association upon request.
5. For the purpose of this clause, any employee who was given 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.
6. 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.
7. Employees' starting time will not be changed by the Employer during the regular school year specifically for the purpose of avoiding the payment of overtime.
- D. 1. Effective September 1, 1995, an employee shall receive an additional six cents (6¢) per hour above the wage scale set forth herein for each one hundred (100) clock hours of in-service training to a maximum of four hundred (400) clock hours. Employees shall receive an additional eight cents (8¢) per hour above the wage scale set forth herein for each one hundred clock hours of in-service training above 400 hours earned subsequent to September 1, 2000, to a maximum of 800 clock hours. Such training must be approved in advance in writing by the Assistant to the Superintendent or his designee, or, for employees of the College, the Vice President/Controller or his designee, and each engineer shall receive an additional four cents (4¢) per hour for each five year period with the Employer as an engineer not to exceed twelve cents (12¢) per hour.

2. Each employee shall receive an additional twenty cents (20¢) per hour above the wage schedule set forth herein upon commencing the tenth year of seniority with employer, an additional thirty cents (30¢) per hour commencing the eighteenth year of seniority with employer and an additional forty-five cents (45¢) per hour commencing the twenty-fifth year of seniority with employer. No other longevity payments shall be paid, regardless of past practice.
3. All engineers hired after February 1, 1991 will be required to have the following minimum qualifications:
 - a. City of Dearborn High Pressure Boiler Operators License.
 - b. An Associate's Degree in Management or Building Engineer Certificate Program.

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

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

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

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

| | |
|--------------------------------|---------------------------------------|
| Physical Plant Engineer – HFCC | Chief Power House Stationary Engineer |
| Engineer A Fordson | Facility Engineer |
| Engineer A | 1 st class |
| Engineer B | 2 nd class |
| Engineer C | 3 rd class |
| Engineer D | High Pressure |

5. Engineers on active payroll who possess an associate's degree or better shall receive forty cents (40¢) per hour above the wage schedule set forth herein.
 6. Engineers on active payroll who possess a bachelor's degree or better, shall receive twenty-five (25¢) per hour above the wage schedule set forth herein.
- E. Engineers involved in school activities requiring the use of personal transportation shall be recompensed at the rate of twenty cents (20¢) per mile or at the basic IRS allowable rate whichever is higher.

ARTICLE XII - CLASSIFICATION OF BUILDING FOR STAFFING PURPOSES

A. Engineer Classifications Related to Size of Building:

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

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

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

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

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

| <u>Weighted Square Foot Area</u> | <u>Engineer Classification</u> |
|--|--------------------------------|
| Up to 43,000 (Becker, DuVall, Geer Park, Howard, Howe, Lindbergh, Long, Nowlin, River Oaks, and M-TEC) | D |
| 43,001 to 70,000 (William Ford, Haigh McDonald, Oakman, Snow, Ten Eyck, and Whitmore-Bolles) | C |
| 70,001 to 225,000 (Bryant, Henry Ford, Maples, Miller/Cotter, Smith, Stout and Woodworth) | B |
| 225,001 to 350,000 (Dearborn, Edsel Ford, Fordson, Lowrey, McCollough/Unis, HFCC-DHC/Michael Berry Career Center and Salina) | A |

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

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

The actual square foot area will be adjusted by the following to arrive at the weighted square foot are per building:

| | |
|---------------------------------------|-----|
| 1. Swimming Pool in Elementary School | 5% |
| 2. Junior High School | 10% |
| 3. Multi-Floor Building | 10% |
| 4. Senior High School | 20% |
| 5. Multi-Building Unit | 20% |

B. In school operations positions requiring engineers, the temporary replacement of an engineer due to an absence will be made according to the following priority, insofar as possible:

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

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

SCHEDULE A ENGINEERS

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

Note: Underlined classification is a major classification.

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

SCHEDULE B

The Board of Education will pay the noncontributory portion of retirement for all engineers consistent with the provisions of the MPSERS as of January 1, 1990.

2005-2006 Salary Schedule

| <u>Classification</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> |
|---------------------------------|---------------|---------------|---------------|---------------|
| Engineer D | \$19.00 | \$20.10 | \$22.38 | |
| Engineer C | \$19.63 | \$20.70 | \$23.20 | |
| Engineer B | \$20.14 | \$21.22 | \$22.38 | \$24.31 |
| Engineer A | \$20.86 | \$21.93 | \$23.15 | \$25.21 |
| Engineer A (Fordson) | \$21.00 | \$22.21 | \$23.39 | \$26.13 |
| Physical Plant Engineer-HFCC | \$22.38 | \$23.57 | \$24.75 | \$27.47 |

2006-2007 Salary Schedule

| <u>Classification</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|
| Engineer D | \$19.00 | \$20.10 | \$22.38 | \$23.50 | |
| Engineer C | \$19.63 | \$20.70 | \$23.20 | \$24.36 | |
| Engineer B | \$20.14 | \$21.22 | \$22.38 | \$24.31 | \$25.53 |
| Engineer A | \$20.86 | \$21.93 | \$23.15 | \$25.21 | \$26.47 |
| Engineer A (Fordson) | \$21.00 | \$22.21 | \$23.39 | \$26.13 | \$28.14 |
| Physical Plant Engineer-HFCC | \$22.38 | \$23.57 | \$24.75 | \$27.47 | \$28.84 |

2007-2008 Salary Schedule

| <u>Classification</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Engineer D | \$19.00 | \$20.10 | \$22.38 | \$23.50 | \$24.67 | |
| Engineer C | \$19.63 | \$20.70 | \$23.20 | \$24.36 | \$25.58 | |
| Engineer B | \$20.14 | \$21.22 | \$22.38 | \$24.31 | \$25.53 | \$26.80 |
| Engineer A | \$20.86 | \$21.93 | \$23.15 | \$25.21 | \$26.47 | \$27.80 |
| Engineer A (Fordson) | \$21.00 | \$22.21 | \$23.39 | \$26.13 | \$27.44 | \$29.55 |
| Physical Plant Engineer-HFCC | \$22.38 | \$23.57 | \$24.75 | \$27.47 | \$28.84 | \$30.29 |

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

A retired engineer when relieving an engineer shall be paid at the rate of \$140.00 per day, prorated, for actual time worked.

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

ARTICLE XIII - MISCELLANEOUS

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

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

- C. Engineers will prepare probationary reports, work schedules and vacation schedules for all persons under their supervision and submit them for approval to their principal (or other appropriate Supervisor in the case of the Henry Ford Community College). Engineers shall also review time cards, fill out time sheets, for all employees under their supervision to ascertain their accuracy, and shall then sign them if they believe them to be accurate and deliver them to their principal or other immediate supervisor as stated above. They shall a) follow established procedures, b) develop improved procedures for training and c) procure substitutes in the event persons under their supervision are absent.
- D. Regular scheduled meetings, not less than one per month, will be held at a time and place mutually agreeable, between representatives of the Administration and the representatives of the Executive Board of the Association for the purpose of discussing and alleviating current problems raised by either party. Whenever possible, the agenda will be agreed upon in advance in order that adequate preparation may be undertaken and/or that appropriate resource people may attend the meeting.
- E. Job Authority Relationships

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

- F. For the purposes of this contract in connection with engineers who are regularly employed at Henry Ford Community College, the term Superintendent shall mean President - HFCC.
- G. The Employer and the Association shall mutually develop an educational in-service training program for Dearborn Public School/HFCC employees in the Building Services classifications.

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

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

- H. All supervisory positions within the system shall be open to application by members of this unit. Notice of the position shall be posted in all buildings, and applications will be received by the Employer from members of this unit.
- I. The Employer recognizes the value to the employee and the Employer of employee participation in certain conferences and workshops.

The Supervisor of Human Resources in conjunction with representatives of the Association shall prepare and publish a set of guidelines for the equitable and reasonable provision for such attendance and participation within the limits of budgetary allocation.

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

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

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

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

ARTICLE XIV - MANAGEMENT RIGHTS

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

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

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

ARTICLE XV - COLLECTIVE BARGAINING

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain

collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XVI - RATES OF PAY ON PROMOTIONS AND DEMOTIONS

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

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

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

ARTICLE XVII - REPORTING AND CALL-IN PAY

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

ARTICLE XVIII - SHIFT PREMIUM AND HOURS

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

ARTICLE XIX - OVERTIME PAY

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

ARTICLE XX - HOLIDAYS

- A. Employees will be paid one 1 day's pay at their regular straight time hourly rate, exclusive of shift premium and overtime pay and premium, for the days mentioned in paragraph B, hereof; provided:
1. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
 2. The employee must have worked the last scheduled working day prior to and the next scheduled working day after such holiday, except if the employee is on sick leave, personal illness leave, emergency leave or vacation (not including personal business day or days) and presents documentation satisfactory to the Human Resources Department, if requested, that employee was legitimately on the above-mentioned leave for the above days not worked, then said employee shall receive pay for the holiday.
 3. When one of the holidays set forth below falls within an eligible employee's approved vacation period, and he is absent from work during the regular scheduled work week because of such vacation, the employee shall be paid his/her regular pay for such holiday.
- B. There shall be thirteen (13) paid holidays in 2006-2007, and 2007-2008 as follows:

P-12 HOLIDAYS

| | | | |
|---------|------------------------|-----------|-------------------|
| 2006-07 | Labor Day | Monday | September 4, 2006 |
| | Thanksgiving | Thursday | November 23, 2006 |
| | Winter Break | Monday | December 25, 2006 |
| | Winter Break | Tuesday | December 26, 2006 |
| | Winter Break | Wednesday | December 27, 2006 |
| | Winter Break | Thursday | December 28, 2006 |
| | Winter Break | Friday | December 29, 2006 |
| | Winter Break | Monday | January 1, 2007 |
| | Martin Luther King Day | Monday | January 15, 2007 |
| | Spring Break | Friday | April 6, 2007 |
| | Spring Break | Monday | April 9, 2007 |
| | Memorial Day | Monday | May 28, 2007 |
| | Independence Day | Wednesday | July 4, 2007 |

HFCC HOLIDAYS

| | | | |
|---------|------------------------|-----------|-------------------|
| 2006-07 | Labor Day | Monday | September 4, 2006 |
| | Thanksgiving | Thursday | November 23, 2006 |
| | Winter Break | Monday | December 25, 2006 |
| | Winter Break | Tuesday | December 26, 2006 |
| | Winter Break | Wednesday | December 27, 2006 |
| | Winter Break | Thursday | December 28, 2006 |
| | Winter Break | Friday | December 29, 2006 |
| | Winter Break | Monday | January 1, 2007 |
| | Martin Luther King Day | Monday | January 15, 2007 |
| | Spring Break | Thursday | March 8, 2007 |
| | Spring Break | Friday | March 9, 2007 |
| | Memorial Day | Monday | May 28, 2007 |
| | Independence Day | Wednesday | July 4, 2007 |

P-12 and HFCC HOLIDAYS

2007-2008 To be determined by the parties prior to August 31, 2007 with the same number of holidays (13).

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

ARTICLE XXI - VACATIONS

- A. Paid vacation at regular pay will be earned by employees in the bargaining unit only as follows:
1. Less than ten (10) years service with Employer - one and one quarter ($1\frac{1}{4}$) days per month, or major fraction thereof, worked.
 2. Ten (10) years or more service with Employer - one and two-thirds ($1\frac{2}{3}$) days per month worked.
- Days worked shall include days paid for as holidays, vacation days, sick leave days or personal business days.
- B. Vacation days provided for in paragraph A of this Article will be credited to employees on July 1, for the ensuing twelve-month period in advance of earning them. If vacation days were used but not earned at the time of termination, said unearned days shall be repaid to Employer.
- C. On or prior to May 1st of each year each employee shall communicate his/her desires to the immediate supervisor as to vacation preference for the following. Employees with the most seniority in classification will be given preference in vacation schedules, providing the resulting vacation schedule is not detrimental to the operation of the department in question. The Employer, prior to July 1st will post the vacation schedule. All vacation requests made after May 1st will be considered without benefit of seniority for then available periods.
- D. The schedule set forth in paragraph A of this Article is supervisor's vacation schedule. Therefore, if relief is not available at regular non-overtime rates or Employer's maintenance schedule would be adversely affected by employee's absence or vacation desired is otherwise detrimental to the operation of the school system, (all of the above decisions to be made at Employer's sole discretion) then the vacation schedule of the employee shall be rescheduled, if at all possible. If an employee does not or cannot use vacation days accumulated as of June 30th by that time any unused vacation days shall be forfeited on July 1st. Any situation not due to the fault of the employee shall be subject to review on appeal. This appeal to involve meaningful discussion between the Supervisor of Operations and/or the Director of Building Services or for HFCC employees, the Director of Building and Grounds and the employee. Employer's decision in these matters is final and not subject to the grievance procedure.

ARTICLE XXII - INTER-SCHOOL MAIL

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

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

- A. Employees shall be entitled to the following:
1. All employees shall earn one and one-fourth ($1\frac{1}{4}$) sick leave days per month actually worked.

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

2. All employees are entitled to two (2) days off with pay for personal business, which days shall not be accumulated, provided the employees notify their supervisors and verify that it is personal business in advance of taking such day off. These days are provided for the employee to take care of important personal matters that cannot be taken care of outside regular work hours. These days are not to be on a day preceding or following a holiday or vacation unless approved by the supervisor. Personal business days not used prior to the end of the school or fiscal year, whichever is relevant, shall be added to the employee's accumulated sick leave days.
 3. Absence due to a general catastrophe (such as a severe snowstorm) which makes it impossible for the employee to report shall be paid for by Employer. There will be no deduction from sick leave days or personal business days. Existence of a catastrophe will be determined by the Superintendent or HFCC President.
- B. Accumulated sick leave days may be used by the employee for absences due to personal illness or emergencies to avoid loss of pay.
- C. Emergencies shall be construed to be as follows and shall be deducted from the accumulated sick leave of an employee:
1. Quarantine of employee or employee's living quarters;
 2. Death in the immediate family: (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 associates.)
 3. Required court appearance;
 4. To provide care for a member of family when no other arrangements are possible, not to exceed five (5) days per incident or ten (10) days in total per year starting from the date of this Agreement;
 5. Such days as may be required by the employee's religion for holy observance and abstention from work.
- D.
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 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 (1¼ 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.

- E. The yearly sick leave allowance is to be granted in advance of service on the initial anniversary date. However, an employee who resigns or whose employment is severed, but who has used sick leave days beyond those earned shall reimburse the Employer at the time of severance of employment for all used but unearned sick leave days.
- F. Each employee shall be notified at the beginning of each fiscal year of school year, as appropriate, of his/her total number of sick days available.
- G. After five (5) or more consecutive days of illness, or if in the sole judgment of Employer a pattern of continuous 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.
- H. Upon recommendation of the immediate supervisor, the Human Resources Department may approve up to six (6) months absence without pay. This approved absence 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.
- I. 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.

ARTICLE XXIV - LEAVES

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

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

1. Extended Health;
2. Care of Immediate Family;
3. Child Care Leave;
4. Involuntary;
5. Educational.

Civic Leaves are as follows:

1. Military and Peace Corps;
2. Governmental Service.

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

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

this provision.

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

General Provisions for Personal Leave

1. Return from personal leave will be determined by availability of position and in accordance with provisions established by the transfer policy.
2. Personal leave requests will be honored only after the employee has two (2) consecutive years of service with Employer.
3. Leave extensions will be granted only upon recommendation of the Superintendent and approval of the Board of Education.
4. Failure to request extension or submit intention to return will constitute termination of leave. Failure to secure extension of leave or to return to employment will constitute cause for termination of employment, unless employee establishes that it was impossible to contact the Human Resources Department.
5. Payment for accumulated sick leave days may not be granted during the term of such leave.
6. An employee absent on personal leave shall receive credit for any regularly scheduled salary increases granted employees in service, excluding increments, and shall also be subject to any general salary adjustments which may be effected.
7. The term "physician" when used in this Article shall mean doctor of medicine (M.D.), doctor of osteopathy (D.O.) and doctor of dental surgery (D.D.S.).
8. The Board agrees to extend Blue Cross/Blue Shield or Health Maintenance organization cash payment privileges for the period of the leave to those engineers who have received an approved Personal Leave. The engineer must make the monthly payment to the Board in advance of the due date or shall forfeit all rights under this provision.

A. Personal Leaves

1. Extended Health Leave Due to Physical or Mental Causes
 - a. Extended Health Leave due to physical or mental causes after sick leave days are exhausted may be granted to employees upon request and the recommendation of the Superintendent and the approval of the Board of Education. Such request shall be in writing and shall be accompanied by a written statement by attending physician. Such leave may be granted for periods of one year or less. Such leave may be considered for renewal upon the same basis as for the original leave, including a new written statement by the attending physician.
 - b. 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.

- c. A request for return from this type of leave shall be accompanied by a statement from a competent physician stating the employee's physical or mental fitness to return to employment. The Superintendent may request, in writing, that any employee, before returning, takes a physical or mental examination by a physician selected by the Employer at the Employer's expense. The results of this examination will be used to determine eligibility to return.
 - d. An employee eligible to return from whom there is no immediate vacancy shall be given a No. 2 priority on assignment for relief and/or substitute work. (Note: No. 1 priority would be for relief engineers as per XII B.)
2. Care of Ill Members of the Immediate Family Leave
- a. 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.
 - b. 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.
 - c. 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.
3. Child Care Leave
- a. An engineer 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.
 - b. Request for a Child Care Leave shall be submitted in writing to the appropriate Human Resources Department ninety (90) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.
 - c. Child Care Leave, when granted, shall initially be for whatever portion remains of the fiscal year in which leave begins, or for the entirety of the fiscal year with which leave begins. Such initial leave shall be subject to not more than two (2) annual one-year renewals.
 - d. Request for renewal must be made to the appropriate Human Resources Department in writing at least ninety (90) days before the end of the fiscal year with which leave will expire.
 - e. Return from Child Care Leave, other provisions of this contract notwithstanding, will be to a comparable position in the Dearborn Public Schools/HFCC not later than two (2) years from the end of the fiscal year in which leave began. Failure to request renewal, and/or failure to notify the appropriate Human Resources Department in writing of intent to return, at least ninety (90) days prior to the end of the final fiscal year of leave, in

response to notification by the appropriate Human Resources Department, will constitute termination of employment.

- f. A return from Child Care Leave prior to the expiration of the leave shall occur only with the consent of the engineer and with the approval of the Superintendent/President.

4. Involuntary Leave

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

- a. The Superintendent may require in writing that any employee take a physical or mental examination as set forth in subparagraph b. hereof at Employer's expense, the results of which may be used for determining Involuntary Leave. Failure to take this examination shall be adequate cause for disciplinary action, including discharge.
- b. If the employee contests the findings of the employer's physician, a report of three physicians may be required; one physician shall be selected by the employee, one selected by the Employer, and a third one shall be mutually agreed upon by both parties.
- c. Physical or mental examination may be required as often as is deemed essential to the physical or mental welfare of the individual employee involved.
- d. The employee requesting return from Involuntary Leave may return only upon the recommendation of the Superintendent following a reexamination according to the procedures outlined in Item b, and by approval of the Board of Education. Such return, if approved, shall be as soon as possible but subject to the provisions of the transfer policy set forth in Article IX.

5. Educational Leave

- a. Any employee with (2) 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 (1) 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 employees' current assignment or to a career progression currently available in the Dearborn Public Schools/HFCC.
- b. Application for such leave must be made at least sixty (60) days before the prospective start of such leave.
- c. Request for extension of leave of this type or notice of intention to return must be made in writing a least thirty (30) days prior to termination of leave.

B. Civic Leaves

1. Military and Peace Corps Leaves

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

2. Governmental Service

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

to the provisions of the transfer policy set forth in Article IX hereof.

- d. Upon return, an employee on such leave will be advanced appropriate salary steps on his/her anniversary dates during such absence, except that no more than a maximum of two anniversary dates will be recognized.
- e. Not more than one percent of employees shall be on such leave at any one time.
- f. Accumulated benefits are carried forward from the effective date of leave and are credited upon return to employment at the termination of the leave. Payment for accumulated leave days may not be granted during the term of leave.
- g. Failure to request extension or submit intention to return will constitute termination of leave. Failure to secure extension of leave or to return to employment will constitute cause for termination of employment unless employee establishes that it was impossible to contact the appropriate Human Resources Department.

ARTICLE XXV - JURY DUTY

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

ARTICLE XXVI - EMPLOYEES' PERSONNEL FILES

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

ARTICLE XXVII - WORKERS' COMPENSATION

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

- A. That the Employer continue furnishing Workers' Compensation:
 - 1. Benefits to be paid upon injury according to State of Michigan regulations;
 - 2. The responsibility in administering this program is given the Director of Business Services.
- B. That the employer continue to supplement the benefits as follows:
 - 1. Difference between benefits paid under the Workers' 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. If the Workers' Compensation 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 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 in #3. In this case, the employee would receive workers' disability only. The employee must notify the employer in writing no later than sixty (60) working days following the date of 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.

ARTICLE XXVIII - HEALTH BENEFITS

- A. The Employer shall provide coverage for hospital-surgical-medical benefits. The coverage for engineers will be Blue Cross Community Blue PPO Plan I. This plan will include a \$50 emergency room co-pay and a \$10 office visit co-pay. The prescription co-pay will be \$5/\$15, where generic drugs are mandatory and therapeutic drugs are eliminated when there is an over the counter equivalent.

For the first four (4) years of their employment, employees newly hired by the Employer will only be entitled to M-CARE or Health Alliance Plan. The plan will include a \$10 office visit co-pay and a \$50 emergency room co-pay. The prescription co-pay will be \$5/\$15, where generic drugs are mandatory and therapeutic drugs are eliminated when there is an over the counter equivalent. After completion of four (4) years, the employee may opt for Blue Cross Community Blue PPO Plan I coverage during open enrollment periods.

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

For those employees who do not desire the above Blue Cross Community Blue PPO Plan I coverage, the Board of Education will make monthly contributions to M-CARE or Health Alliance Plan as described above on behalf of subscribing employees. This coverage shall apply only for the period such employees are on the payroll, and shall be the cost of such contained above. However, in no way is this coverage to be provided as a means of obtaining double insurance coverage for any subscriber-employee and/or his/her family.

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

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

- B. The Board of Education will make monthly contributions for the following month's coverage on

behalf of each subscribing employee, toward the cost of the hospital-surgical-medical coverages described above, equal to the full subscription rate or premium charge for the classification or coverage to which the employee shall have subscribed according to marital status and the number of dependents, provided that such coverage is not in excess of the coverage described in the next paragraph.

- C. The coverage for which the Board of Education will contribute under the foregoing may be, at the employee's option, protection for (1) self only, or (2) self and family (including only spouse and eligible children 19 years of age and under). Coverage will only be provided if proper enrollment forms and/or contract revision forms have been properly filed with the Payroll Department.
- D. Employees may enroll under the "new hire" clause, within thirty days of the date of original employment. Subsequent opportunities to enroll in either of the above plans shall be provided only during enrollment periods specified by the carriers.
- E. The Employer shall provide the best possible dental plan for the available money.
- F. The Employer shall provide the best possible family optical plan for the available money.
- G. There is a need to continue to explore the containment of the costs associated with providing health benefit coverage. Accordingly, the parties agree to continue the committee to investigate cost containment in the health benefit area. It is further agreed that:
 - 1. The District will provide to the DSOEA the Voluntary Employee Assistance Plan as recommended by the EAP Committee.
 - 2. The District will provide to the DSOEA a Recovery Incentive Program designed to provide a cash incentive to employees who discover and arrange for recovery of overcharges made on their own hospital bills which in turn result in a savings of benefit dollars. Details and implementation of the plan will be determined by the Health Care Cost Containment Committee.

ARTICLE XXIX- GROUP TERM LIFE INSURANCE

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

ARTICLE XXX WAGE RATE SCHEDULE

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

ARTICLE XXXI - CONFORMITY TO LAW CLAUSE

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

ARTICLE XXXII - MATTERS CONTRARY TO AGREEMENT

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

This contract, any letters of agreement or understanding and changes in regulations or present practices shall not be legal or binding unless signed by the president or acting president and two other members of the DSOEA Executive Board.

ARTICLE XXXIII - RELEASED TIME

- A. The Employer agrees to hold grievance hearings at times mutually agreeable to the Employer and the Association. A maximum of three (3) Association representatives may be present at all hearings pursuant to Steps 2 to 4 of the grievance procedure.
- B. The three representatives provided for in A. shall be promptly designated in writing and communicated to the Human Resources Department. Representatives may be changed by the Association by communicating the names of the new representatives to the Human Resources Department one month in advance of the time the Association wishes the new representatives to serve; otherwise, substitutes for any of the above three representatives shall be permitted only:
 1. In negotiation sessions if two consecutive sessions are to be missed by the same representative;
 2. In grievance sessions if one of the three representatives is the grievant.
- C. Association President or designated representatives shall be given released time for any meetings with the administration concerning grievances and job interviews for engineer positions held during said above-mentioned Association representative's ordinary work day.
- D. The Administration agrees that, no more than sixty (60) hours, of which no more than forty (40) hours shall be on days in which school is in session or when the presence of a licensed building engineer is required, may be used by DSOEA officers for the conduct of Association business, with the following stipulations:
 1. No more than two (2) officers will be absent from their assignments at any one time.

2. That no single occasion exceeds four (4) hours on one day or eight (8) hours in one week.
3. That requests for using those hours be made twenty-four (24) hours in advance to the Manager of Plant Operations, and that the approval of the Manager of Plant Operations be obtained.

ARTICLE XXXIV - MIOSHA

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

ARTICLE XXXV - LONG TERM DISABILITY INSURANCE

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

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: \$65,000 (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 DSOEA will be consulted regarding any change of carrier, details and implementation of this plan.

ARTICLE XXXVI - SUCCESSOR AND ASSIGNS

In the event that Henry Ford Community College (HFCC) separates from the District during the term of this agreement, this agreement shall be binding upon the HFCC Board of Trustees and the Dearborn Public Schools Board of Education, and all provisions of the agreement, including, without limitation, provisions for promotion, transfer, bumping and seniority, shall be applied separately to each entity. For

example, after separation, HFCC employees will not have the right to transfer into positions at Dearborn Public Schools; however, HFCC employees shall have the right to transfer into positions at HFCC as set forth in the agreement. Likewise, after separation, Dearborn Public School employees will not have the right to transfer into positions at HFCC; however, Dearborn Public School employees shall have the right to transfer into positions at Dearborn Public Schools as set forth in the agreement. The date of separation shall be defined by the Board of Education of the Dearborn Public Schools.

ARTICLE XXXVII - DURATION OF CONTRACT

This agreement shall be effective on September 1, 2005, and shall continue in full force and effect until midnight of August 31, 2008. At any time subsequent to May 15, 2008, either party may give written notice to the other of its desire to negotiate a new agreement for the following year, and meetings between the parties for that purpose shall begin not later than twenty (20) days after delivery of such written notification; provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Employer to commit an unfair labor practice or otherwise violate the law by any improper recognition of, or support of, or assistance to the Association.

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

BOARD OF EDUCATION OF
SCHOOL DISTRICT OF THE
CITY OF DEARBORN/HFCC

DEARBORN SCHOOLS
OPERATING ENGINEERS
ASSOCIATION

James H. Schoolmaster President

Thomas Hand President

John Burl Artis Superintendent

David Murphy

Gail Mee President

Anthony Greco

David Siedlik

Gary Schilbe

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

Optical/Dental Coverage

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

That there will be no diminution of optical coverage during the term of the 2005-2008 collective bargaining agreement. Dental coverage will be provided equivalent to coverage currently provided under the Delta Dental program with no diminution of coverage during the term of the 2005-2008 collective bargaining agreement.

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

For the Dearborn Schools Operating
Engineers Association

John Burl Artis, Superintendent

Thomas Hand
President, DSOEA

Elizabeth Davis
Director of Human Resources
HFCC

Date: _____

Date: _____

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

Retiree Holiday Pay

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

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

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

For the Dearborn Schools Operating
Engineers Association

John Burl Artis, Superintendent

Thomas Hand
President, DSOEA

Elizabeth Davis
Director of Human Resources
HFCC

Date: _____

Date: _____

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

First Class License Incentive

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

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

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

For the Dearborn Schools Operating
Engineers Association

John Burl Artis, Superintendent

Thomas Hand
President, DSOEA

Elizabeth Davis
Director of Human Resources
HFCC

Date: _____

Date: _____

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

HFCC Tuition Grants

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

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

Any HFCC tuition grant for which a DSOEA employee or immediate family member may be entitled shall be offset by any federal grant (Pell Grant) which the student receives.

This letter of agreement shall remain in effect as long as HFCC remains a part of the K-14 district.

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

For the Dearborn Schools Operating
Engineers Association

John Burl Artis, Superintendent

Thomas Hand
President, DSOEA

Elizabeth Davis
Director of Human Resources
HFCC

Date

Date

LETTER OF AGREEMENT #5
BETWEEN
DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION
AND
DEARBORN BOARD OF EDUCATION

Work Rules

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

STAFF CONDUCT POLICY:

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

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

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

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

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

GENERAL WORK RULES:

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

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

3. Drinking or possession of liquor or any alcoholic beverage on district property at any time.
4. Scuffling, rowdy behavior, and/or horse play on district property.
5. Reporting to work under the influence of alcohol, narcotics, or any mind-altering substance which disrupts the ability to perform the duties of the job.
6. Theft or misappropriation of property and/or funds of students, employees, or the school district.
7. Conducting personal business during working hours or on school district premises, or use of district equipment for personal reasons.
8. The use of district vehicles for reasons other than work assignments.
9. Operation and/or use of machines, telephones, tools, or other Board owned equipment without the approval from the employee's supervisor; abuse, misuse or destruction of Board and/or other's property, tools, or equipment.
10. Employee misuse or removal from the Board's premises, without proper written authorization from the immediate supervisor, of Board property, records or other Board materials.
11. False statements knowingly, or recklessly made, or violently abusive and personally defamatory statements or slander of another employee, of a student, parent or Board member and where such conduct is related to and interferes with the educational process, and administration thereof.
12. Falsification of any reports or records including personnel, absence, or sickness.
13. Refusal to do a job assignment or insubordinate conduct.
14. Smoking where and when prohibited.
15. Gambling, or taking part in any game of chance, on Board premises.
16. Slowdown in performance or causing slowdown in performance.
17. Violation of district, state, federal safety rules or practices and/or engaging in any conduct which tends to create a safety hazard which endangers self and/or others. Employees must, at all times, wear safety articles and use protective equipment where required, and immediately report to their supervisors any injury or accident.
18. Unauthorized or unexcused absence, reporting late to work, leaving work area or building during work hours without prior authorization.
19. Failure to be at the work station at the start of the work day or end of the lunch period, or failure to remain at the work station up to the start of the lunch period or end of the work day.
20. Neglect of duties, loafing, or wasting time during working hours.
21. Unlawful or improper conduct of an employee on school district property.
22. Fighting, agitating a fight and/or attempting bodily harm or injury to another person.
23. Distribution of obscene, vulgar, or indecent written or printed matter which tends to disrupt the school or school district or results in danger to other persons on school property or interferes with school work or discipline.
24. Poor housekeeping, creating or contributing to unhealthful or unsanitary conditions.
25. Dress or grooming that disrupts the school setting.
26. Falsely stating or making claims of injury.
27. Clocking the time card of another employee. Failure to use the time card at designated time clock. Failure to clock in or out by use of your own time card. Failure to clock out when leaving work station or tampering with the office time clock.
28. Paid lunch must be taken in the assigned work station. Employees must be available for assignment as necessary during the 30 minute paid lunch break.
29. Fatigue breaks must be taken at the assigned work building.
30. Conduct deemed not in the best interest of the Dearborn Public Schools.

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

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

For the Dearborn Schools Operating
Engineers Association

John Burl Artis, Superintendent

Thomas Hand
President, DSOEA

Elizabeth Davis
Director of Human Resources
HFCC

Date: _____

Date: _____

LETTER OF AGREEMENT #6
BETWEEN
DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
DEARBORN BOARD OF EDUCATION

Four-Day Work Week

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

That the pilot program will be extended for the summers of 2006, 2007 and 2008, to utilize a four-day ten-hour work week at any and all Dearborn Public Schools as determined by the Director of District Operations or Director of Building and Grounds, HFCC. This program will be utilized Monday through Friday on no less than a weekly basis. During this program for those schools working a four-day work week, overtime at time and one-half will be paid for all hours over ten worked on any given day and over forty hours in any given week. Schools remaining on a five day schedule will continue overtime rates per Article XIX. Other overtime provisions of Article XIX will remain effective.

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

For the Dearborn Schools Operating
Engineers Association

John Burl Artis, Superintendent

Thomas Hand
President, DSOEA

Elizabeth Davis
Director of Human Resources
HFCC

Date: _____

Date: _____

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

Payroll Deduction for Benefits

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

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

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

For the Dearborn Schools Operating
Engineers Association

John Burl Artis, Superintendent

Thomas Hand
President, DSOEA

Elizabeth Davis
Director of Human Resources
HFCC

Date: _____

Date: _____

LETTER OF AGREEMENT #8
BETWEEN
DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
DEARBORN BOARD OF EDUCATION

Refrigeration Engineer's License

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

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

| | |
|------------------------------|--------------------------------------|
| Physical Plant Engineer | HFCC |
| Engineer A (afternoon shift) | HFCC |
| Engineer A (midnight shift) | HFCC |
| Engineer A | Fordson |
| Engineer A | McCullough/Unis |
| Engineer A | Salina |
| Engineer A | HFCC-DHC/Michael Berry Career Center |
| Engineer B | Miller/Cotter |
| Engineer B | Henry Ford |
| Engineer C | William Ford |
| Engineer D | Becker |
| Engineer D | Salina |
| Engineer D | McCullough/Unis |
| Engineer D | Fordson |
| Engineer D | Geer Park |

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

For the Dearborn Schools Operating
Engineers Association

John Burl Artis, Superintendent

Thomas E. Hand
President, DSOEA

Elizabeth Davis
Director of Human Resources
HFCC

Date_____

Date_____

LETTER OF AGREEMENT #9
BETWEEN
DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
DEARBORN BOARD OF EDUCATION

Engineer B - HFCC

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

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

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

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

John Burl Artis, Superintendent

Elizabeth Davis
Director of Human Resources
HFCC

Date: _____

For the Dearborn Schools Operating
Engineers Association

Thomas Hand
President, DSOEA

Date: _____

LETTER OF AGREEMENT #10
BETWEEN
DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
DEARBORN BOARD OF EDUCATION

Safety Shoes

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

1. The Board and the DSOEA recognize the need for safety shoes for engineers and agree that engineers are required to wear safety shoes in accordance with MIOSHA standards.
2. The Board will provide a voucher in the amount of \$80.00 on April 1, 2006 to each engineer for the purchase, repair, and maintenance of safety shoes.
3. The Board will provide a voucher in the amount of \$80.00 to newly hired or promoted engineers for the purchase, repair, and maintenance of safety shoes.
4. Employees will be responsible for any cost above the amount specified in sentences 2 and 3.
5. Each engineer must purchase appropriate footwear from a vendor specified by the Board. Maintenance and repair will be reimbursed not to exceed the difference between the original purchase price and \$80.00. The receipt for the cost of repairs must be presented to the Safety/Security/Regulatory Compliance Specialist in P-12 or the Director of Buildings and Grounds at HFCC.
6. This letter of Agreement will expire on August 31, 2008.

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

For the Dearborn Schools Operating
Engineers Association

John Burl Artis, Superintendent

Thomas Hand
President, DSOEA

Elizabeth Davis
Director of Human Resources
HFCC

Date: _____

Date: _____

LETTER OF AGREEMENT #11
BETWEEN
DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION AND
DEARBORN BOARD OF EDUCATION

Sick Bank Committee

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

The parties agree to a Sick Leave Bank established by the Sick Leave Bank Committee as follows:

The purpose of the "Sick leave Bank" is to provide income continuation to members of the DSOEA who suffer a catastrophic illness and who have exhausted his/her personal sick leave bank. Persons receiving Sick Leave Bank benefits will be treated as if consuming days from their personal sick leave bank with wage and benefits continuing accordingly.

Sick Leave Bank benefits are available to persons who meet the criteria expressed here. A person is eligible for benefits only if he/she suffers a catastrophic illness or injury. This term means an injury that is life threatening or disabling in which the person requires extensive treatment and follow-up therapy or convalescence. A catastrophic illness or injury does not include the ordinary diseases of life.

The Sick Leave Bank shall be funded by voluntary members of the DSOEA. The maximum will be one (1) day per year. A cap of one hundred fifty (150) days will be in effect. When the Sick Leave Bank falls below seventy (70) days, one (1) additional day, per year, from volunteer members personal sick leave bank will be deducted on July 1 of the calendar year. DSOEA members who later decide to participate in the Sick Leave Bank will deduct one (1) sick day per year for each year he/she did not contribute.

A Sick Leave Bank committee shall consist of five (5) members, three (3) members of the DSOEA and two (2) members of the Administration. The committee shall meet within five (5) working days after the receipt of any requests. The committees decisions shall be final and not subject to grievance.

Requirements for Eligibility of Membership

1. Have two (2) years of employment with the Dearborn Public Schools.
2. Have a balance of thirty (30) sick leave days in his/her personal sick leave bank. Exceptions will be considered on an individual basis.
3. Signature on application and authorization forms.
4. Contribute required number of initial sick leave days.

Sick Leave Bank Withdrawal Benefits

1. Must have written statement by and be under a physicians care.
2. Must exhaust all personal sick leave days before withdrawing from Sick Leave Bank.
3. May receive up to thirty (30) days of sick leave pay due to a catastrophic illness or injury.
4. An employee is not eligible for benefits while receiving Workers Compensation or when on leave.
5. An employee's benefits shall cease upon service retirement, a duty or non-duty disability retirement, being placed on disability by Social Security, or death.
6. While withdrawing benefits under this plan, the employee shall continue to accumulate vacation, sick leave and personal business days as provided for other employees.

General Provisions

1. All benefits under this plan shall be approved by the Committee. The past use of sick leave will be a consideration in determining the approval to receive the additional benefit.
2. Any paid holiday or catastrophic days by the Board of Education will replace a benefit day.
3. Once days are contributed, they cannot be withdrawn except when employee is retiring and has never withdrawn from the Sick Leave Bank.

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

For the Dearborn Schools Operating
Engineers Association

John Burl Artis, Superintendent

Thomas Hand
President, DSOEA

Elizabeth Davis
Director of Human Resources
HFCC

Date: _____

Date: _____

BC/BS COMMUNITY BLUE PPO

53200 Grand River Avenue
New Hudson, MI 48165
(313) 225-8100
<http://www.bcbsm.com>
Medical - Group Number 67799-000 (P-12)
Group Number 67799-003 (HFCC)

HEALTH ALLIANCE PLAN

2850 W. Grand Boulevard
Detroit, MI 48202
(313) 872-8100
<http://www.hapcorp.org>
Medical - Group Number 1-00280AD (P-12)
Group Number 1-21108AB (HFCC)

DELTA DENTAL OF MICHIGAN

P.O. Box 30416
Lansing, MI 48909
(800) 524-0149
<http://www.deltadental.com>
Dental - Group Number 7583-0002 (P-12)
Group Number 7582-0002 (HFCC)

GUIDANCE RESOURCES

(800) 272-7255 (24 Hours)
Employee Assistance Plan
<http://guidanceresources.com>
Company ID: COM589

MADISON NATIONAL LIFE

Long-Term Disability
P.O. Box 5008
Madison, WI 53705
(800) 356-9601

MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM

P.O. Box 30171
Lansing, MI 48909-7671
(800) 381-5111 or (313) 456-4010
<http://www.michigan.gov/ors>

MEBS/CAREMARK

3809 Lake Eastbrook Blvd. S.E.
Grand Rapids, MI 49546
(800) 968-6327 - CLAIMS
Prescriptions (for Blue Cross/Blue
Shield participants only)
www.caremark.com (mail order)

M-CARE

2301 Commonwealth Blvd.
Ann Arbor, MI 48105-2945
(800) 658-8878
<http://www.mcare.org>
Medical - Group Number 4056-0005 (P-12)
Group Number 4056-0004 (HFCC)

VISION SERVICE PLAN

P. O. Box 60000
San Francisco, CA 91460-3405
(800) 877-7195
<http://www.vsp.com>
Group Number 12-023-294-0005 (P-12)
Group Number 12-023-294-0013 (HFCC)

NATIONAL LIFE INSURANCE SERVICE

350 E. Michigan Ave., Suite 520
Kalamazoo, MI 49007-3848
(800) 838-3999
Policy 15214

DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION

| | | <u>Work</u> | <u>Home</u> |
|------------------------|---------------|-------------|----------------|
| President: | Thomas Hand | 827-1503 | (313) 561-3739 |
| First Vice-President: | David Murphy | 317-1514 | (734) 425-8063 |
| Second Vice-President: | Anthony Greco | 317-6605 | (734) 513-6395 |
| Secretary: | David Siedlik | 827-2903 | (734) 591-0289 |
| Treasurer: | Gary Schilbe | 827-6403 | (313) 724-0497 |

DEARBORN BOARD OF EDUCATION

18700 Audette

Dearborn, MI 48124

HOTLINE: (313) 827-3008

Call in number for sick day: (313) 827-3207 District Operations

Call in number for snow day: (313) 827-3204 Plant Operations Supervisor (Jeff Burek)

HENRY FORD COMMUNITY COLLEGE

5101 Evergreen

Dearborn, MI 48128

HOTLINE: (313) 845-9858

Call in number for sick day: (313) 845-6320