

# **AGREEMENT**

**Board of Education  
Dearborn Heights School District No. 7**

**and**

**Service Employees International Union  
Local 517M, CTW-CLC  
Custodians/Building and Grounds**

**July 1, 2016 through June 30, 2019**

## TABLE OF CONTENTS

ARTICLE	I	Recognition	4
ARTICLE	II	Board Rights	4
ARTICLE	III	Representation	4
ARTICLE	IV	Seniority	5
ARTICLE	V	Union Security and Dues Deduction	7
ARTICLE	VI	Resignation and Retirement	8
ARTICLE	VII	Grievance Procedure	9
ARTICLE	VIII	Dismissals and Discipline	10
ARTICLE	IX	Vacancies, Promotions, and Transfers	10
ARTICLE	X	Overtime	12
ARTICLE	XI	New Classifications	12
ARTICLE	XII	Union Meetings	13
ARTICLE	XIII	Changes in Contract	13
ARTICLE	XIV	Work Year	13
ARTICLE	XV	Employment Rights	14
ARTICLE	XVI	Health and Safety	14
ARTICLE	XVII	Jury Duty	14
ARTICLE	XVIII	Death Benefits	15
ARTICLE	XIX	Death in Family	15
ARTICLE	XX	Miscellaneous	15
ARTICLE	XXI	Leaves of Absence	16
ARTICLE	XXII	Workers' Compensation	17
ARTICLE	XXIII	Insurance	17

<b>ARTICLE XXIV</b>	<b>Salary Schedule</b>	<b>20</b>
<b>ARTICLE XXV</b>	<b>Night Shift Premium</b>	<b>21</b>
<b>ARTICLE XXVI</b>	<b>Sick Leave</b>	<b>21</b>
<b>ARTICLE XXVII</b>	<b>Vacations</b>	<b>22</b>
<b>ARTICLE XXVIII</b>	<b>Holidays</b>	<b>23</b>
<b>ARTICLE XXIX</b>	<b>Mileage</b>	<b>23</b>
<b>ARTICLE XXX</b>	<b>Uniforms</b>	<b>24</b>
<b>ARTICLE XXXI</b>	<b>Duration</b>	<b>24</b>

## **ARTICLE I – RECOGNITION**

**Section 1** The Board and its agents hereby recognize the Service Employees International Union, Local 517M, AFL-CIO as the exclusive and sole bargaining representative for the Custodians/Building and Grounds..

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

**Section 2** The Board agrees not to negotiate with any individual or group other than the bargaining officers of the Union for the duration of the Agreement. The Board recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms/conditions of employment.

**Section 3** The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment as set forth in this Agreement, but not for activities relating to discharge or discipline of such employees for other than Union activity.

## **ARTICLE II - BOARD RIGHTS**

**Section 1** In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Dearborn Heights School District No. 7 consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law.

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

**Section 2** The matters contained in this Article, except where specifically qualified elsewhere in this Agreement, are not subject to further negotiations between the parties during the term of this Agreement.

## **ARTICLE III - REPRESENTATION**

**Section 1** The Union membership shall be represented for the purpose of contract negotiations by a bargaining committee of not more than three (3) elected members and one (1) representative from the SEIU, Local 517M.

**Section 2** The Union shall present to the Board a list of Stewards and bargaining committee members elected by the union membership.

- Section 3** The elected Stewards will act for the Union in the settling of grievances, with the assistance of the Union President or Representative.
- Section 4** (a) Negotiating unit members shall be paid for time spent for contract negotiations. If said negotiations are conducted for a period of four (4) hours or more that employee will not be required to report for work that day but will be paid for the balance of the day.
- (b) A maximum of four (4) union members shall be allowed up to two (2) hours paid released time from their assignments to attend mediation sessions which have been scheduled by the State mediator during said union member's regular working hours.
- Section 5** An employee(s) will be paid for and not be required to make up time that is lost from their normal work day during a grievance meeting with the administration. All meetings will be scheduled at a mutually agreed upon time and date.
- Section 6** Union stewards shall be released with pay from their assignments for two (2) days each year to attend the Union Steward Training Conference.

#### **ARTICLE IV - SENIORITY**

- Section 1** Seniority lists will be updated annually and maintained for the purpose of permanent layoff during the normal school year (September to June), and for promotion and recall. The seniority lists will be created as specified in Section 3 (a) below.
- Section 2** (a) Temporary adjustments in personnel are not to exceed five (5) working days and shall be made by the Employer.
- (b) Extended reductions in personnel (more than five [5] working days) will be made as follows:
1. Third party personnel will be the first employees laid off.
  2. If further lay-offs are necessary, they will be made according to the lowest seniority first.
  3. Personnel will be notified two (2) weeks prior to lay-off except in emergencies, catastrophe or Act of God whereby they will be given twenty-four (24) hours notice.
- Section 3** New employees hired in the unit shall be considered probationary employees for the first sixty (60) working days of employment. The probationary period may be extended up to thirty (30) working days by the employer. All decisions to extend probation or terminate a probationary employee will follow discussion with the Union. The Union will be informed in writing of any decision to extend probation or

terminate employment of a probationary employee. The Employer will establish the wage and assignment of probationary employees during their probationary period. Upon satisfactory completion of the probationary period, the employee shall be entered on the seniority list, retroactive to the first day of probationary employment. Probationary periods must be satisfied during the normally assigned work year or while school is in session. Days absent during the probationary period will not be included in the sixty (60) working day period.

#### **Section 4 Loss of Seniority**

The union agrees to create a seniority list for the district employed part-time custodians and the list will be separate from the full time seniority list. The part time District employed custodian list will be subject to the guidelines in this article. The part-time District employed custodians may be considered for full time employment based on seniority and work history.

An employee shall lose seniority for the following reasons:

- (a) Employee quits;
- (b) Employee is discharged for just cause substantiated by fact;
- (c) Employee is absent without notifying the Employer unless the employee is prevented from notifying the employer by circumstances beyond the employee's control. After such absence, the Employer will send written notification to the employee that he/she has lost seniority and that employment has been terminated.
- (d) Employee is absent from work and the day of absence does not qualify as a sick leave day, vacation day, or holiday as defined in this agreement. Upon such absence, the employee may be subject to disciplinary actions up to and including termination.
  - 1. Absence with prior approval will not be cause for discipline.
  - 2. Unforeseen circumstances beyond an employee's control will not be cause for discipline. In such a situation, the employee must provide the employer upon request with a valid and acceptable reason for such absence.
  - 3. Absence covered by federal or state law will not be cause for discipline or loss of benefits.

#### **Section 5 Recall**

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

- (b) Laid-off employees will be recalled with the highest seniority members recalled first.
- (c) Notice of recall shall be sent to the employee by certified mail. If an employee fails to report for work within five (5) working days of mailing of notice of recall, he/she shall be considered to have resigned.
- (d) Employees permanently laid off are subject to recall for a three year period of time.
- (d) Any laid-off employee who refuses an offer of full-time employment will be terminated.

**Section 6** For purposes of layoff and recall only, all stewards shall hold top seniority during their term of office.

#### **ARTICLE V – UNION SECURITY AND DUES DEDUCTION**

**Section 1** The employer agrees to notify all new employees that the Union is the sole exclusive bargaining representative. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or on the date upon which this Agreement is signed, whichever is later, shall remain members in good standing and those who are not members on the effective date of this Agreement or the date upon which this Agreement is signed, whichever is later, shall on the sixty-first (61<sup>st</sup>) day following the effective date of this Agreement or the date upon which this Agreement is signed, whichever is later, become and remain members in good standing in the Union , or they shall pay service fees in accordance with the by-laws of the Union for the duration of the Agreement and any extensions thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or the date upon which this Agreement is signed, whichever is later, shall on the sixty-first (61<sup>st</sup>) day following the beginning of such employment become and remain members in good standing in the Union or shall pay a service fee as stated above; and in the event an employee covered by this Agreement shall refuse and fail to become a Union member or to pay the service fee, the Employer shall terminate said employee's employment, subject to conditions specified in Section 4 of this Article.

**Section 2** (a) The Union will furnish the School District with deduction authorization cards signed in triplicate by the employee involved as or before each employee completes his probationary period. These cards will authorize the Board to make the necessary deductions each month on each employee following completion of his probationary period in accordance with the requirements of the National Labor Relations Act of 1947 and amendments thereto.

- (b) A form comparable to the authorization for dues check-off shall be available for signature by employees who elect to have their equivalent service fees deducted, rather than membership dues.
- (c) Upon signed authorization of the employee, the Employer agrees to make all authorized deductions on the first pay period of each month and shall pay same to the Secretary-Treasurer, of the Service Employees International Union, Local 517M, prior to the end of the month.
- (d) The Union will furnish the Employer with a check-off list in alphabetical order in duplicate each month, indication thereon the amount due for each employee. One copy of this list shall be returned with the stipulated amount to the Union prior to the end of the month.

**Section 3** The Union agrees to indemnify and save the Board of Education, including such individual school board members and the administration, harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action by the Board of Education for the purpose of complying with this Article.

**Section 4** The Union shall notify the Employer and the employee by certified mail of any employee who is thirty (30) working days in arrears in the payment of membership dues or service fees. In the event the employee fails to pay either membership dues or service fees pursuant to the employee's prior election, said employee shall be discharged by the Employer within thirty (30) working day of said notice. However, no employee will be terminated during the pendency of any appeal relative to the level of service fees.

**Section 5** Non-bargaining unit employees will not perform bargaining unit work that would deprive bargaining unit employees of their regularly scheduled work day.

**Section 6** The Employer hereby agrees to honor contribution deduction Authorizations from its employees who are union members in the following forms:

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

## **ARTICLE VI - RESIGNATION AND RETIREMENT**



- Section 1** Any employee wishing to discontinue his/her service with the Board of Education shall give written notice to the Superintendent of Schools at least fifteen (15) days before termination of service.
- Section 2** Employees reaching the age of seventy (70) on or before any fiscal year beginning July 1st shall be retired as of July 1st provided the employee may be rehired on a year-to-year basis thereafter by special approval of the Board of Education. If any employee(s) has been laid off, no retiree(s) shall be rehired until all laid-off employee(s) have been recalled.
- Section 3** Early retirement may be required by the Board of Education if in its judgment, in conjunction with Management Rights, Article II, Section 1, an employee due to reasons of health can no longer meet his/her normal working obligations. There shall be a special conference with the Union prior to any compulsory early retirement action by the Board.

#### **ARTICLE VII - GRIEVANCE PROCEDURE**

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

**Step A** - The aggrieved employee and the Union Steward shall formally present in written form the grievance to his/her principal or supervisor.

**Step B** - Whenever a grievance cannot be resolved at Step A, or if no decision has been rendered within five (5) working days after presentation of the grievance, the Union may carry the grievance in writing to the Superintendent of Schools, or his/her duly delegated

representative. If the Union has not appealed the grievance to the Superintendent of Schools or his/her duly delegated representative within five (5) working days of the disposition of the grievance by the principal, the grievance will be considered resolved. After receipt of the grievance by the Superintendent of Schools or his/her duly designated representative, a meeting will be called within five (5) working days with the grievant, the Steward and the Union Business Representative for the purpose of resolving the issue.

### Step C

1. If the Union is not satisfied with the Step B disposition of the grievance, the Union shall notify the Employer of its intent to proceed with grievance arbitration.
2. Upon receiving such a notice in writing from the Union, the parties shall attempt to mutually select an arbitrator.
3. If the attempt to mutually select an arbitrator has failed, the Union may submit a Demand for Arbitration to the American Arbitration Association (AAA). An arbitrator shall thereafter be selected in accord with AAA rules which shall likewise govern the arbitration proceeding.
4. Neither the Employer nor the Union shall be permitted to assert in any arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party.
5. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
6. The fees and expenses of the Arbitrator shall be shared equally by the Union and the Employer.
7. The parties shall be bound by the award of the arbitrator. however, judgment thereon may be entered in any court of competent jurisdiction.

**Section 7** There shall be no interruptions of service or operations by the school board or by the Union or any employee while grievances are being resolved.

**Section 8** Unless otherwise provided herein, grievances not responded to within the prescribed time limits shall be considered withdrawn without prejudice or precedent.

**Section 9** Calendar days shall not be considered when occurring during holidays, weekends or school year break periods.

**Section 10** Probationary employees do not have access to the grievance process.

## **ARTICLE VIII - DISMISSALS AND DISCIPLINE**

**Section 1** After completion of the probationary period, no employee shall be dismissed without just and sufficient cause.

- Section 2** Employees shall have the right to union representation, if they request it, at all formal meetings relating to disciplinary action. A copy of all written warnings and reprimands shall be given to the stewards.
- Section 3** Reprimands must be served within fifteen (15) working days of the event upon which it is based unless circumstances make it impossible for the Employer to have knowledge of said event.
- Section 4** The progressive discipline process will only consider actions taken within the past twenty-four (24) month period.
- Section 5** The employee will be given the opportunity to respond to any disciplinary action and to have the response included in his/her personnel file.

#### **ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS**

- Section 1** The employer agrees vacancies shall be filled on the basis of qualification and seniority. A vacancy shall be posted in each building for a period of three (3) working days.
- Section 2** The employer agrees that in the event that the three (3) day posting period elapses without a showing of qualified interest, transfer requests will be considered for vacancies. A transfer request will be considered on the basis of qualification and seniority. Following the period of posting, the employer will schedule a meeting as soon as practical, open to all bargaining unit members to consider any and all transfer requests that may result from the original vacancy.
- Section 3** The employer agrees that in cases where a current employee fills a vacancy by posting or transfer, his/her former position, which subsequently becomes vacant, will be posted for the three (3) working days, without delay
- Section 4** The employer agrees that the employer shall notify the union of any postings for vacancy or transfer prior to commencement of the posting period.
- Section 5** The employer retains the right to determine when it is necessary to hire new personnel.

#### **ARTICLE X - OVERTIME**

- Section 1** Subject to employer approval, an employee may accumulate up to twenty four hours of compensatory time in lieu of time and one half payout for any overtime worked. Any comp time earned for overtime shall be accumulated at a rate of one and one half the actual hours worked. Comp time may not carry over beyond June 30 of any school year.

- Section 2** Work performed on Saturdays or Sundays will be performed at the following rate of pay. Saturdays will be at the rate of time and one-half. Double time shall be paid for Sundays. Employees called in shall receive no less than one (1) hour of pay.
- Section 3** Employees willing to be called for overtime shall notify the Director of Business Services by September 1 of each year of their intent to be included on a chronological overtime list. District employees on any list will be called first for overtime - additional pay on a rotational basis. If no district employee accepts the overtime - additional pay, any other employee on the list may be called. The steward will have the opportunity to review the list, without loss of pay, if it becomes necessary to review the list during working hours. Overtime - additional pay hours will be recorded on an annual basis commencing with September 1st and ending August 31st.
- Section 4** Emergency overtime shall be covered by building personnel and not included in the General Rotation above. An "emergency" is defined as personal and/or family illness arising after the employee reports to work.
- Section 5** The part-time District custodians shall not:
- a. Be eligible for any overtime unless exceeding 40 hours in a week regardless of which days they are scheduled.
  - b. Work any custodial or buildings and grounds overtime unless this Article over time rotation list has been first exhausted.

#### **ARTICLE XI - NEW CLASSIFICATIONS**

- Section 1** The Union agrees that any additional new classifications or part-time Custodial positions will be contracted by the District with a third party employee provider at the sole discretion of the District. The Employer agrees to retain current district employed part-time custodians while agreeing to contract with a third party employee provider for additional part-time custodial hours, which is subject to the mutual accord of the Parties to the collective bargaining agreement.
- Section 2** The Union agrees as a condition precedent to retention of the District employed part-time positions, the part-time District employed custodians shall not be eligible for any of the contractual, economic benefits, except wages, included by example, but not limited to medical insurance, vacation leave, or sick leave as a condition of employment. The District employed part-time custodians shall have the right to Union representation and access to the contract grievance procedure to pursue complaints of violation of rights that do apply to the District employed part-time positions.
- Section 3** All part-time positions may have an eight (8) hour schedule during the summer, non-school calendar months.
- Section 4** New classifications that pertain to the employees shall be discussed with

the Union as to the rates of pay, hours, and other working conditions.

#### **ARTICLE XII - UNION MEETINGS**

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

#### **ARTICLE XIII - CHANGES IN CONTRACT**

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

#### **ARTICLE XIV - WORK YEAR**

The work year is defined as fifty-two weeks. The Employer may schedule an employee for less than fifty-two weeks with the consent of the employee. All pay for employees shall begin on July 1st. Retroactivity will be paid from this date to all employees.

**Section 1** It is understood that four (4) hour employees may not work longer than a (4) hour shift during the school calendar year without prior approval of the Union. The four hour employees may have an eight hour schedule during the summer/non-school calendar months.

**Section 2** Saturday activities at AHS: Special events (plays, wrestling meets, ARO, AAU basketball and ACT test admin are covered w/overtime employee.

**Section 3** Part time can only fill daily schedule if no substitutes or overtime is declined by full time custodian. Part time may be used to fill long term absence.

#### **ARTICLE XV - EMPLOYMENT RIGHTS**

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

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

**Section 3** The employer retains the right to set reasonable workload limits.

#### **ARTICLE XVI - HEALTH AND SAFETY**

The District agrees to form a safety and health committee that will serve to recommend improvements within the District environment and to identify corrective measures needed to eliminate or control recognized safety and health hazards. The safety and health committee shall foster an on-going communication and cooperation between employees and management on issues related to safety and health. At a minimum a representative from all employee groups and the Board of Education will be invited to participate. The committee will be functional by October 1, 2016.

**Section 1** The school board shall continue to make reasonable and adequate provisions for the safety and health of its employees at their places of work during the hours of their employment. Employees agree to comply with all safety, health and fire regulations. Employees are required to notify the employer in writing of any unsafe equipment. If the employer fails to repair said equipment, the employee will not be required to use it.

**Section 2** The employer agrees to provide adequately equipped first aid kits in each custodial room.

**Section 3** The employer agrees to provide access to the night custodians the use of a cellular phone for emergency purposes when working alone in the building. The custodian will arrange for usage through the appropriate administrator. In the event the employee uses their personal cell phone for school business, they will be reimbursed.

#### **ARTICLE XVII - JURY DUTY**

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

#### **ARTICLE XVIII- DEATH BENEFITS**

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

#### **ARTICLE XIX - DEATH IN FAMILY**

**Section 1** The employer agrees that for regular scheduled working days lost to a death in an employee's immediate family, an allowance of five (5) days will be given at the employee's regular rate of pay to attend the funeral services for the following family members: mother, father, mother-in-law, father-in-law, wife, husband, natural children, adopted children and stepchildren. Three (3) days shall be granted to attend funeral services for grandmother, grandfather, brothers, sisters, grandchildren, sister-in-law and brother-in-law.

#### **ARTICLE XX - MISCELLANEOUS**

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

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

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

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

(d) All employees who choose to have lunch on their lunch break with other workers in their building must remain in areas designated for breaks which include the receiving room in the building, the teacher's lounge or the building cafeteria.

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

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

**Section 5** Any custodian may volunteer to supervise students assigned to Community service during the school year. The custodian may restrict the number they supervise at any one time and understand that only sweeping, dusting, glass cleaning, washing boards and desks, emptying garbage, etc are acceptable jobs for these students. Cleaning toilets would not be acceptable. Employer reserves the right to not allow a custodian to supervise students if it is found that the custodian does not do a good job of the supervision.

#### **ARTICLE XXI - LEAVES OF ABSENCE**

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

In the event of lay-off or extended leave of absence, exclusive of sick leave, arrangements may be made with the Employer to continue medical insurance in force up to an additional one (1) year at the employee's expense. In cases other than emergency or medical, employees are required to notify the Superintendent at least sixty (60) days prior to requesting a leave of absence. Upon return from leave of absence, employees will be returned to the current rate of pay.

**Section 2 Medical Leave:** A leave of absence shall be granted upon application for personal illness or a medical leave may be granted for illness in the immediate family upon certification by a physician. Immediate family shall be defined as husband, wife, children, and parents residing in the household. Employer reserves the right of verification by a physician of its choice. Leaves as per family medical leave Act (FMLA).

**Section 3** A leave of absence for military service shall be granted to an employee who shall be inducted or enlist for military duty in any branch of the Armed Forces of the United States. This section is effective for only one (1) term in the Armed Forces per individual.

**Section 4** A regularly scheduled employee may be required to take an involuntary unpaid leave when it has become apparent to the Superintendent of Schools that the individual is no longer able, either physically and/or mentally, to discharge the duties of his/her position in a competent manner.

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

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

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

**Section 5** Time off without pay shall be at the discretion of the Employer.

#### **ARTICLE XXII - WORKERS' COMPENSATION**



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

**Section 2** (a) An individual's sick leave days shall be used on a prorated basis amounting to the difference between Workers' Compensation payments and the employee's regular wage. This shall occur during the employee's regular work year. The first five (5) days lost under Workers' Compensation injury will be deducted from the individual's personal sick leave days in cases where the employee does not satisfy the required seven (7) day period of eligibility with the insurance carrier, unless the employee indicates, in writing, that he/she does not wish to use personal sick leave days prior to the next pay day.

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

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

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

### **ARTICLE XXIII - INSURANCE**

#### **Section 1** Health Insurance

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

(b) The Employer will provide each full-time employee with one of the following insurance packages:

**Plan A** For employees needing health insurance:  
Health, dental and vision provided by school district insurance plan.

Life - \$30,000 Negotiated Term Life with AD&D

Dental - 80/80/50; \$1,500

Vision -

Employee contribution of 20% of health care premiums.

**Plan B** (Excludes medical coverage)

- > Life - \$30,000 Negotiated Term Life with AD&D
- > Dental - 80/80/50; \$1,500
- > Vision -

- 1) To be eligible for Plan B, an employee must provide the employer with proof of medical insurance coverage.
- 2) Plan B must be elected by the employee at the beginning of each insurance enrollment period and continue for twelve months except as detailed in item #6 below.
- 3) The employee to receive a stipend of \$125 per month in lieu of the medical insurance coverage defined in Plan A ( $\$125 \times 12 = \$1,500$ ). The stipend to be paid on a monthly basis.
- 4) Subject to the terms of the insurer, a Plan B participant may convert to Plan A if a change in insurance needs results from: marriage/divorce; birth or adoption of a child; death of the employee's spouse; a change in the employment status of the spouse; a significant change in health coverage attributable to the spouse's employment; or other as deemed acceptable by the employer.

The participant will not receive a stipend for the month in which the change in insurance coverage takes effect.

- 5) A participant in Plan B who converts to Plan A must retain Plan A coverage until the following insurance enrollment period.
- (c). Changes in family status shall be reported by the employee to the Personnel Office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
  - (d). The health care protection is to be provided to employee's immediate family and other single eligible dependents as defined by the United States Internal Revenue Service.
  - (e) If required by law or the insurance carrier, employees may be required to submit an affidavit certifying that they are not covered under any other employer-sponsored group health insurance program before health insurance will be implemented by the Board.
  - (f). Employees shall have benefits terminated on the last day of the month following termination of employment.
  - (g) An open enrollment period shall be provided annually.
  - (h) There may be a change from the insurance carrier prior to October 1, 2016 or during negotiations for 2017 or 2018 of benefits. When identification of a mutually acceptable carrier is established, the employer would move the employees to that carrier and the

difference between the MESSA plan (of 2017 for the possible change in 2017) and the cost of the new carrier plan would be paid in an hourly increase (this would also be the same for 2017 and 2018 negotiations if the District is still with MESSA).

The insurance plans specified above shall continue to serve as the standard specifications for minimum coverage to be provided by any other carrier following such change, including any adjustments in benefits and extent of coverage made after the change.

The employer may, at its discretion, obtain health insurance, dental insurance, life insurance and vision insurance with a minimal equivalency of coverage as specified above separately from other companies or in a package.

## Section 2 Life Insurance

- (a) Upon submission of a written application, the Board shall provide, without cost, to all full-time employees term life insurance protection in the amount of \$30,000 that shall be paid to the bargaining unit member's designated beneficiary.
- (b) Employees who have Board-provided term life insurance, as provided through the health insurance plan, have a 30-day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 30 days of their last day of employment.

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

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

## ARTICLE XXIV - SALARY SCHEDULE

The hourly rate of pay for all bargaining unit members will be as follows:

<u>Classification</u>	<u>2016/17</u>	<u>2017/18</u>
Custodian	\$17.40	\$17.40
Building & Grounds	\$18.67	\$18.67

**New Full time Hire Salary Scale (as of July 1, 2013)**

**1<sup>st</sup> year - \$14.00**  
**2<sup>nd</sup> year - \$14.50**  
**3<sup>rd</sup> year - \$15.00**

**Salary Scale for part-time (as of July 1, 2013)**

**1<sup>st</sup> year - \$10.25**  
**2<sup>nd</sup> year - \$11.18**  
**3<sup>rd</sup> year - \$12.12**

Continue with the current wage freeze for all categories, but negotiate benefits for 2016/17 once the employer has the new health care carrier rates. Wage and benefit reopener for 2016/17 and 2018/19.

**ARTICLE XXIV - Equity Payment**

Beginning with the 2005-06 school year; no later than June 30 of each school year where the previous year's finalized district fund balance is equal to or greater than twenty percent (20%) of the district's operating budget for that year, the employer agrees to pay each employee a lump sum equity payment of five hundred dollars (\$500).

**ARTICLE XXV- NIGHT SHIFT PREMIUM**

Employees shall receive an additional twenty cents (\$.20) per hour when working on the midnight shift.

**ARTICLE XXVI - SICK LEAVE**

- A. At the beginning of each contract year, each bargaining unit employee shall be credited with 10 sick days and 2 personal days.
- B. A bargaining unit member who is absent for more than five consecutive working days shall secure a certificate from a medical doctor that he/she is physically able to return to work. The bargaining unit member shall present the above-mentioned certificate to the employer upon their return to work.
- C. To qualify for sick leave pay, a bargaining unit member who must be absent from work will notify the substitute secretary caller (AESOP) in a timely manner as follows:

Day Shift	6:00 A.M. *
Afternoon Shift	11:00 A.M.
Evening Shift	2:00 P.M. **

\*The custodian must also notify the Supervisor of Plant Operations

**\*\* The custodian must also notify the Supervisor of Plant Operations with a call to the supervisor's cell and an email to the supervisor.**

- D. The employer agrees to pay the employee for each unused sick day by June 30<sup>th</sup> of each year at the rate of \$50/day (0 to 7 unused sick days) or \$125/day for all unused sick days if 8 or more days remain at the end of the school year or upon resignation or retirement.**
- E. For any contract year where the overall group average for sick days used is 6 or fewer, overtime provisions specified in section 4 of Article X will take effect for the subsequent year.**

**ARTICLE XXVII - VACATIONS**

**A. The following vacation schedule shall be used for full-time, fifty-two (52) week employees:**

<b>1 - 2 years</b>	<b>5 days</b>	<b>10 years</b>	<b>15 days</b>
<b>3 - 5 years</b>	<b>10 days</b>	<b>11 years</b>	<b>16 days</b>
<b>6 years</b>	<b>11 days</b>	<b>12 years</b>	<b>17 days</b>
<b>7 years</b>	<b>12 days</b>	<b>13 years</b>	<b>18 days</b>
<b>8 years</b>	<b>13 days</b>	<b>14 years</b>	<b>19 days</b>
<b>9 years</b>	<b>14 days</b>	<b>15 + years</b>	<b>20 days</b>

**Following the first year of employment, custodians who work 43 weeks shall Receive five vacation days per year.**

- B. Upon completion of 20 years service, one (1) additional day per year will be earned to a maximum of five (5) weeks upon twenty-five (25) years of service.**
- C. Vacations must be scheduled with the approval of the employer. The earning year for vacation purposes is the previous July 1st through June 30th.**
- D. Permanent full-time employees, after ten (10) years of continuous employment from date of hire, shall be entitled to a longevity allowance based on years of employment, payable on the June 30<sup>th</sup> anniversary date according to the following schedule:**

<b><u>Years of Service</u></b>	<b><u>Longevity Allowance</u></b>
<b>10 years</b>	<b>\$400.00</b>
<b>15 years</b>	<b>\$450.00</b>
<b>20 years</b>	<b>\$500.00</b>

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

**E. SPRING BREAK WORK SCHEDULE**

The Spring Break vacation period will be considered a paid work week. Employees preferring not to work during this time period may use paid vacation time (subject to employer approval). Actual work assignments during this time period will be determined by the employer.

#### ARTICLE XXVIII - HOLIDAYS

- A. The following days shall be recognized and observed as paid holidays. The employee must work the day before or the day after a paid holiday day to be eligible for holiday pay.

New Year's Eve	Day After Thanksgiving
New Year's Day	Christmas Eve
Good Friday	Christmas Day
Memorial Day	Day After Christmas
Thanksgiving Day	Labor Day
Martin Luther King Jr	Independence Day
Mid-winter Break	Easter Monday

- B. When a paid holiday occurs during the normal work week, all regular employees scheduled to work during the pay period in which the holiday falls will be paid for the holiday. If school is in session on a paid holiday, the employer will schedule a paid release day.

If a paid holiday occurs on a Saturday, Sunday, or during an employee's paid vacation period; the employee shall be granted a day off with pay.

- C. At the option of the employee, December 27, 28, 29, and 30 may be taken off at no cost to the employer, if approved.
- D. Employees shall not use sick leave to extend negotiated holidays unless the illness is confirmed by a doctor's statement.
- E. Employees must work the day before or the day after a holiday to be eligible for holiday pay.

#### ARTICLE XXIX - MILEAGE

The employer agrees to reimburse employees who are required to drive their personal vehicles in the course of their employment, during working hours, at the current IRS reimbursement per mile, upon proper application by the employee.

The employer agrees to pay each building and grounds employee seven hundred dollars (\$700) for the use of their vehicle at the end of the 2016-17 school year. This amount will be increased at a percentage rate equal to the percentage increase of the IRS mileage rate for each subsequent year of this agreement. Effective July 1, 2008, all employees must utilize direct deposit.

ARTICLE XXX - UNIFORMS

The employer agrees to provide 3 sets of uniforms (shirt only) for the 2001/02 contract year and 3 additional sets for each year thereafter. Unit members must wear these uniforms (shirts) on the job at times when school is in session.

ARTICLE XXXI - DURATION OF AGREEMENT

This agreement shall take effect on July 1, 2016 and shall continue in effect through June 30<sup>th</sup>, 2019.

Wage and benefit re-opener in 2017/18 and 2018/19

A one time ratification bonus will be paid at \$300.00 per unit employee for 2016-17.

New Provision

This provision shall be construed consistent with PA9 in that an emergency manager under the Local Government and School District Fiscal Accountability Act shall have the full authority to reject, modify and/or terminate the collective bargaining agreement in whole or part under the Local Government and School District Fiscal Accountability Act.

Signed this 25<sup>th</sup> day of August 2016

FOR THE EMPLOYER

BOARD OF EDUCATION  
DEARBORN HEIGHTS SCHOOL  
DISTRICT 7

By Cary Thompson  
Cary Thompson, President  
By Vickie Bracken  
Vickie Bracken, Secretary  
By John Fazer  
John Fazer, Superintendent  
By Donald Holt

FOR THE UNION

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 517M

By Tom J. Ratti  
By Sharon  
By [Signature]  
By \_\_\_\_\_

MEMORANDUM FOR THE RECORD

On 10/10/00, the Board of Directors met and discussed the proposed acquisition of [Company Name]. The Board has approved the acquisition and authorized the necessary financing.

ACQUISITION OF [Company Name]

The Board has approved the acquisition of [Company Name] for a total consideration of \$[Amount]. The acquisition is expected to be completed by [Date].

The Board has also approved the issuance of [Number] shares of common stock to the seller.

The Board has authorized the necessary financing for the acquisition, including the issuance of [Number] shares of common stock.

APPROVAL

The Board has approved the acquisition and authorized the necessary financing. The Board has also approved the issuance of [Number] shares of common stock to the seller.

Respectfully,  
[Signature]

[Name]

[Title]

[Company Name]

[Signature]

[Name]

[Title]

[Company Name]

[Signature]

[Name]

[Title]

[Company Name]

[Signature]

[Name]

[Title]

[Company Name]