

**AGREEMENT**

*Between*

***DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7***

*And*

***THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 547, AFL-CIO***

*July 1, 2011*

*Through*

*June 30, 2013*

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## **ARTICLE I**

### **Recognition**

#### **Section 1**

Pursuant to and in accordance with the Public Employment Relations Act of 1965 (better known as Act 379), the Employer hereby recognizes the "Union" as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, grievance procedure or other conditions of employment for the term of this Agreement. The Board and its agents agree not to negotiate with any individual or group other than the Union for the duration of the Agreement.

#### **Section 2 Purpose**

- (a) It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment. The term "employee" as used herein shall include all persons performing work in the following classification of the Employer: Plant Engineer – formerly Head Custodian: Skilled Maintenance, General Maintenance.
- (b) Whenever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

## **ARTICLE II**

### **Management Rights**

The Board retains the following rights in accordance with applicable laws and regulations:

- (a) To direct employees of the school.
- (b) To hire, promote, transfer, assign and retain employees in position and to suspend, demote or discharge or take other disciplinary action against employees.
- (c) To relieve employees from duties because of lack of performance or for other legitimate reasons.
- (d) To maintain the efficiency of the school operations entrusted to them.
- (e) To determine the methods, means and personnel by which such operations are to be conducted.

- (f) The line of responsibility and authority shall place the Plant Engineer responsible to the Superintendent or his designee for the mechanical functions of the district's buildings and grounds.
- (g) To take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for Dearborn Heights School District No. 7. No action by the Board, in performance with the above rights and responsibilities shall be in conflict with any of the terms of this Agreement.

### **ARTICLE III**

#### **Representation**

##### **Section 1 Union Security**

- (a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within sixty-one (61) calendar days of the effective date of the Agreement or within sixty-one (61) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall as a condition of employment, pay to the Union each month a service fee, exclusive of any special assessments or initiation fees, as established in accordance with the Union procedures.
- (b) An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).
- (c) Employees who fail to comply with the conditions of this Article shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice of such default delivered to the Employer by the Union. However, no employee will be terminated during the pendency of any appeal relative to the level of service fees.
- (d) If any provision of the Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
- (e) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- (f) The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name, date of hiring and Social Security number of the new employee.
- (g) In the event that the Union refused to accept any person so hired as a member, said person may continue in employment.

(h) Hold Harmless:

The Union agrees that in the event of litigation against the Employer, its agents or employees arising out of this provision, the Union will defend and indemnify and hold harmless, the Employer, its agents or employees for any monetary award arising out of such litigation.

**Section 2 Check-off**

- (a) The Employer shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of initiation fee and Union dues or service fees. Such dues or fees, accompanied by a list of employees (including the Social Security number) from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deduction and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth of the month following the month in which such deductions were made.
- (b) Such fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the International and the Local #547, IUOE. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local #547 of the International Union of Operating Engineers, AFL-CIO.

**Section 3 Non-Discrimination**

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

**Section 4 Stewards**

- (a) Employees may be represented by the Chief Steward or an assistant steward as designated by the Union. In case of a union grievance, the Union may be represented by the steward or an assistant steward.
- (b) The steward, during his work hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with their supervisors, which arrangement shall not be unreasonably withheld. This privilege shall not be abused.
- (c) Any new employee may be introduced to the Chief Steward before starting to work to be added to the steward's record or the steward shall be supplied the following information within the employee's first week of employment: name, address, social security number, classification, job location and shift assignment.
- (d) The stewards, during their working hours, without loss of time or pay, may attend negotiation meetings.

- (e) The Chief Steward will be released with pay one day per contract year to attend Steward Training Programs.

**Section 5 New Jobs**

- (a) The Employer shall notify the Union, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.
- (b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for a temporary classification during the specified period of time, or as a result of final negotiations, the new classification shall be added to and become a part of this Agreement.

**Section 6 Contractual Work**

The right of contracting or subcontracting is vested in the Employer, subject to PA 112. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall it result in the reduction of the present work force as in effect, nor in the event of the extension of service shall it be used to avoid the performance of work covered under this Agreement.

**Section 7 Jurisdiction**

In the event of a Plant Engineer's absence, employees of the Employer not covered by the terms of this Agreement or by the job analysis for Plant Engineer as approved by the Board of Education may temporarily perform work covered by this Agreement.

**Section 8 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 discussion of such matters.

## **Section 9 Union**

The Union shall have the right to use school facilities for meeting purposes. The Union may request the use of building through proper channels as established by Board of Education policies.

## **ARTICLE IV**

### **Discipline – Discharge**

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes which shall be given to the employee in writing with the employee having the right to defend themselves against any and all charges.

- (a) When the Employer feels disciplinary action is warranted, such action must be initiated within five (5) working days from the date of occurrence of the condition giving rise to the action or within five (5) working days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline.
- (b) Notice of Discharge, Suspension or Discipline: The Employer agrees that upon the discharge, suspension, or discipline of an employee to notify, in writing the designated Chief Stewart of the discharge, suspension or discipline within (3) working days of said action.
- (c) In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more that one (1) year previously, nor impose discipline on the employee for deliberate errors on his employment application after a period of two (2) years from his date of hire, except in cases involving the use of excessive force upon a student, narcotics or other felony convictions.
- (d) Compliance with the standards of conduct as contained in the Federal Drug-Free Workplace Act are mandatory.

## **ARTICLE V**

### **Grievance Procedure**

- (a) A Union grievance is a difference between the Employer and the Union which involves an employee or groups of employees and concerns (1) working conditions or (2) the interpretation or application of any provision of this Agreement and may be processed directly to Step 2 of the Grievance Procedure.
- (b) Any employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement.
- (c) The time elements in the steps can be shortened or extended by mutual written agreement.

- (d) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- (e) A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance Procedure.
- (f) Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

### STEP ONE

- (a) An employee having a grievance shall present it orally to his immediate supervisor, as defined in Article II (f). In the event an employee desires that this steward be present, he shall make his request through the supervisor and the supervisor shall send for the steward.
- (b) In the event the grievance is not settled orally by the immediate supervisor, the stewards shall submit the grievance in writing to the supervisor within five (5) working days from the oral presentation. The employee and the steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within five (5) working days.

### STEP TWO

- (a) Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent or his designee with five (5) working days of the date of receipt of an unsatisfactory written decision of the immediate supervisor.
- (b) The Superintendent or his designee shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than ten (10) working days following receipt of the appeal.
- (c) The Superintendent or his designee shall then give his decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

### STEP THREE

- (a) If the Union is not satisfied with the Step Two disposition of the grievance, the union may elect to notify the Employer of its intent to proceed with grievance arbitration.
- (b) Upon receiving such a notice in writing from the Union, the parties shall attempt to mutually select an arbitrator.

- (c) 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.
- (d) 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.
- (e) The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
- (f) The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.
- (g) The parties shall be bound by the award of the arbitrator. However, judgment thereon may be entered in any court of competent jurisdiction.

## **ARTICLE VI**

### **Working Conditions**

#### **Section 1 Resignation and Retirement**

- (a) Any employee wishing to discontinue his services with the Board of Education shall give written notice to the Superintendent of Schools at least 15 working days before termination of service.
- (b) Plant Engineers shall be retired on their 70<sup>th</sup> birthday, and this shall be mandatory unless prohibited by law.
- (c) Plant Engineers retiring during a period of extended contract negotiations will receive all retroactive wage and benefit increases that active employees receive, during such time they are employed by the District.
- (d) Plant Engineers who have retired from service with the Employer but desire to work as a substitute shall be placed on the list so long as they are physically able to perform the work.

#### **Section 2 Working Year**

All yearly pay and other benefits for Plant Engineers shall begin on July 1 of each year, except for changes in insurance coverage which will be effective the next premium date after ratification. If rates of pay are not established by July 1, retroactive money will be paid in one (1) separate check.

### **Section 3 Seniority**

- (a) A newly hired employee or an employee upon entry into the bargaining unit, shall be on a probationary status for sixty (60) calendar days taken from and including the first day of employment. The probationary period may be extended thirty (30) calendar days with mutual agreement. If at any time prior to the completion of the sixty (60) calendar day probationary period, and any extension thereto, the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first sixty (60) calendar days of employment, and any extension thereto, shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.
- (b) Upon satisfactory completion of the probationary period, the employee's seniority date will be retroactive to the date of hire.
- (c) Employees shall be laid off, recalled or demoted according to their seniority as a Plant Engineer.
- (d) An employee will lose his seniority for the following reasons:
  - 1. He resigns.
  - 2. He is discharged for cause and not reinstated through the Grievance Procedure.
  - 3. Upon normal retirement.
- (e) The bargaining unit seniority which was accumulated as of the date the employee is assigned to a supervisory position shall be retained for an employee who accepts a supervisory position dealing with classifications covered by this agreement. The employee shall have the right to exercise this seniority and return to the bargaining unit in the event he vacates said supervisory position, provided there is a position open.
- (f) Upon request of the Union, a current seniority list shall be made available to each employee covered by this Agreement. Such list shall contain date of hire, employee's job location, classification and classification seniority date.
- (g) Employee entering this bargaining unit from the Cleaning Maintenance unit after July 1, 1978, shall retain only accumulated seniority as of date of hire to date of transfer.

### **Section 4 Visitation**

Upon request by the Union and the presentation of proper credentials, officers or accredited representative of the Union shall be admitted to the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided that said observation shall not disrupt orderly operation.

## **Section 5 Safety Practices**

- (a) The employer shall not require that an employee operate any piece of equipment reported to be not in safe working condition or that an employee work in a location that poses any immediate threat to his safety or well-being.
- (b) An employee shall report immediately, or at the end of his shift, any equipment that is not in safe working condition or any work situation that poses an immediate threat to his safety or well-being. Reports shall be made on forms provided by the Employer and a copy shall be given to the employee if the employee so requests.
- (c) After having reported an unsafe condition to their supervisor, employees have the right to request their Union Representative be present to review any working condition they consider unsafe or in violation of State, Federal or local regulations.

## **Section 6 Maintenance of Conditions**

Wages, hours, benefits and other conditions of employment legally in effect at the execution of this Agreement, shall, except as modified herein, be maintained during the terms of this Agreement.

## **Section 7 Boiler License Fee**

Reimbursement shall be made by the Board of Education for the annual fee charged for renewing the Engineer boiler operator's license. Payment will be made upon receipt of proof of payment.

## **Section 8 Jury Duty**

- (a) Plant Engineers who are required to serve on jury duty will receive full pay during the period of such service, subject to prompt remittance to the Employer, of an amount equal to the compensation paid them for such jury duty, excluding mileage compensation.
- (b) The Plant Engineer shall submit a statement signed by the court official denoting the amount of money included for mileage expense in lieu of a check stub.

## **Section 9 Worker's Compensation**

- (a) Worker's Compensation insurance shall be supplied by the Board of Education for all Plant Engineer employees.
- (b) The Board of Education will continue to supply fringe benefits coverage for an employee for a maximum of one (1) year from effective date of injury.

Seniority will continue to accumulate for a period of eighteen (18) months from the effective injury date.

## **Section 10 Overtime**

- (a) When an emergency situation arises in a building that necessitates additional technical help, the Plant Engineer shall contact the Superintendent or his designee for approval. Any overtime resulting under this provision will be paid as prescribed in paragraph (c) of this section. If the Superintendent or his designee cannot be contacted, the Plant Engineer may contact any other Plant Engineer that is available.
- (b) Call-in: Whenever an employee is called to work after the completion of or prior to his regular scheduled working hours, he shall receive pay for the actual time worked at the appropriate overtime rate (1 ½ for over 8 hours, 1 day or 40 hr. /wk. – 2 times for Sunday and holidays). There shall be a minimum call time of two (2) hours. Call-in overtime in excess of two (2) hours in any one day must be approved by the Superintendent or his designee.
- (c) Time and one-half (1 ½) will be paid for all hours worked in excess of eight hours in one (1) day and for all hours worked in excess of forty (40) hours in any one week. Sick days, business days will constitute as a day worked. However, if an employee is absent by reason of illness, he/she is not eligible to receive overtime that day, unless approved by the Superintendent or his designee.

It is further understood that engineers shall remain available to perform necessary services during the paid lunch period. Said lunch period (30) minutes shall be taken between 11:30 a.m. and 1:30 p.m.

- (d) Absence due to a general catastrophe (such as a snow storm), which makes it impossible for one to report to work, shall be paid by the Employer. Existence of a catastrophe will be determined by the Superintendent of Schools.
- (e) In the event school is officially closed for all maintenance employees and Plant Engineers have already reported for work, said Plant Engineers will be compensated for the time between their scheduled starting time and the time that he/she is officially released at the rate of time and one-half (1 ½) base rate of pay. Plant Engineers who do report for work will minimally perform duties relating to reduction of the impact of any catastrophic condition(s) at his assigned building.
- (f) Overtime will be issued based on the need of maintenance staff.
- (g) The employer will develop a written overtime policy that provides equity in assigning overtime within the bargaining unit. Copies of this policy will be provided to the Union Steward.

## **Section 11 Work Assignments**

- (a) The Employer realizes that employees desire to work only within their classification. The Union realizes that in order to have flexibility in the system and get work done, it is necessary at times that employees work outside of their classification and employees will be required to work outside of his classification only in emergency situations.

- (b) Employees temporarily assigned to a class of work for which the minimum wage rate herein specified is higher than his 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 his regular wage rate, whichever is greater.
- (c) There shall be no deliveries accepted unless it is at the designated receiving door or unless circumstances dictate otherwise. Building deliveries may be made to other buildings.
- (d) It is recognized that all disputes on work assignment should be resolved at the building or department level wherever possible.

## **Section 12 Vehicle Use**

Each Plant Engineer shall be paid nine hundred dollars (\$900) for use of his car for the 2005-06 school year. This sum will be increased at a percentage equal to the percentage increase of the IRS mileage rate for each subsequent year of this agreement. Plant Engineer shall be required to use his car to make trips connected with his job. This payment shall be made on a separate check, issued following the first Board of Education meeting in July of each year, for the duration of this contract.

## **Section 13 Miscellaneous Provisions**

- (a) All Plant Engineer employees shall be entitled to participate in a tax-deferred annuity program available through payroll deduction.
- (b) Employees absent in excess of twenty (20) consecutive work days for non-work related reasons will have sick leave time and mileage allowance prorated. Further, sick leave time and mileage allowance will be prorated for employees who are new hires or who retire prior to the end of a contract year.
- (c) Effective July 1, 2008, all employees must utilize direct deposit.

## **Section 14 Uniforms**

The district will provide 5 shirts (short sleeves, long sleeve or sweatshirts) each year to every engineer.

# **ARTICLE VII**

## **Transfer and Promotional Procedure**

- (a) Promotion – New Job: Notice of all vacancies and newly created positions shall be posted on employee' bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred within the following pay period to fill the vacancy or new position, provided he is certified, licensed or qualified, at the district's discretion, for the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the place of work; the

- (b) An employee on an approved absence, except for illness leave of unknown duration (over two months), shall have the right to submit a written transfer request prior to the deadline for bids to be received. However, an employee who cannot assume the position within thirty (30) calendar days from the date of posting is ineligible for a transfer, unless mutually agreed upon. Said request shall be sent by certified mail or a receipt received if delivered to the personnel office. Said request shall be honored in accordance with the transfer procedure if a vacancy shall occur during said absence.
- (c) A vacancy created by the temporary absence of an employee may be filled by a temporary transfer. Temporary transfers shall be for a period of no longer than thirty (30) working days, except in the event that both parties mutually agree to an extension of the thirty (30) working day time period.
- (d) As of July 1, 1978, it shall be understood and agreed that those current employees covered by this agreement shall continue to retain the right to transfer back to a cleaning maintenance position on an involuntary basis. The employee will carry seniority for the amount of time worked in the cleaning maintenance unit.
- (e) It is understood and agreed that a voluntary transfer can only be honored in the event of an open position with no cleaning maintenance employee on layoff. The employee will carry seniority for the amount of time worked in the cleaning maintenance unit.

## **ARTICLE VIII**

### **Leave of Absence Without Pay**

- (a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted any means of compensation from the Employer, shall be granted a leave of absence for the duration of such disability not to exceed one year provided he promptly notifies the Employer of the necessity thereof and provided further that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. The Employer reserves the right to require a medical examination/verification by a physician designated by the Employer. Discrepancies resulting from differing physicians' opinions will be resolved by a conference between the Employer and the Union.
- (b) Leaves of absence may be granted for a period of one (1) year for illness in the household of the employee which requires the employee's care and attendance.
- (c) Leaves of absence may be granted for a period of one (1) year for training relating to an employee's regular duties in an approved educational institution.
- (d) Pregnancy will be treated the same as any other illness.

- (e) Any employee in the bargaining unit elected or appointed to full-time position or office in the Union whose duties require his absence from work, shall be granted a leave of absence for a period of one (1) year.
- (f) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Union.
- (g) An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay and he shall accumulate seniority for a period of one (1) year and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absences may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.
- (h) Benefits will be covered per FMLA.

**ARTICLE IX**

**Wage Schedule**

The hourly rates for Plant Engineers shall be as follows:

<b>General Maintenance</b>	<u>2011-12</u>	<u>2012-13</u>
	0%	0%
	\$22.14*	\$22.14*
<b>Skilled Maintenance</b>	<u>2011-12</u>	<u>2012-13</u>
	0%	0%
	\$23.03*	\$23.03*

\* Equity payment

Beginning July 1, 2005 and extending through the duration of this contract; 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).

A new member to Local 547 will receive one dollar less than the agreed hourly wage until a boiler's license is secured.

**ARTICLE X**

**Fringe Benefits**

**Section 1 Insurance**

**Health provided by school district insurance plan**  
**\$200/400 Deductible**  
**\$10 Office Visit**  
**Dental Plan 80/80/50 \$1,500**  
**Negotiated Life: \$35,000 AD&D**  
**Vision**  
**Drug Co-pay is \$10/20 effective July 1, 2008**  
**Employee contribution of 20% of insurance premiums**

**Plan B**  
**Dental Plan 80/80/50:\$1,000**  
**Negotiated Life: \$35,000 AD&D**  
**Vision**

1. The Employer shall have the option of soliciting bids for alternative insurance coverage comparable to the above, with a 90-day preliminary review by the Union.
2. Employees newly hired by the Board shall be eligible for Board-paid insurance upon acceptance of written application by the insurance carrier. The Board shall provide new employees with insurance application promptly upon hire.
3. 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 on his/her behalf for failure to comply with this paragraph.
4. 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.
5. Employees shall 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. Employees covered elsewhere by other competitive insurance will be eligible for Plan B or its equivalent.
6. Employees shall have benefits terminated on the first day of the month following termination of employment.
7. An open enrollment period shall be provided annually.
8. Employee not electing health care coverage will receive \$125 per month.

(b) Life Insurance

1. 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 \$45,000 that shall be paid to the bargaining unit member's designated beneficiary.
2. 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 order to keep their term life insurance in force must contact the insurance carrier within 30 days of their last day of employment.

(c) Michigan Sick Leave Program

1. The Board shall provide to all Plant Engineer employees a "Managed Sick Leave Program" with benefits beginning on the 11<sup>th</sup> sick leave day (provided it is part of the three consecutive day period of 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 65.
2. 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 policy holder.

(d) The Employer will pay the cost of required tuberculin tests.

**Section 2 Retirement Benefits**

Retirement benefits are covered by Michigan Public School Employees Retirement System (MPSERS).

**Section 3 Death Benefits**

In case of death of an employee, earned vacation pay shall be paid to the beneficiary as specified on the employee's life insurance provided by the Employer. Also, earned sick leave days as described in the Sick Leave – Personal Business Days section of this article shall be paid to the beneficiary as specified on the employee's life insurance as provided by the Employer.

**Section 4 Sick Leave/Personal Business Days**

(a) In order to be eligible for vacation and sick leave time, an employee must work a minimum of eleven (11) days per month. Days taken for vacation, holidays and sick leave time count as days worked.

- (b) At the beginning of each contract year, each bargaining unit employee shall be credited with twelve (12) sick days. Two (2) days of sick leave time may be used for personal business.
- (c) The employer agrees to pay the employee for unused sick days by June 30<sup>th</sup> of each year at a rate of \$75/day. The sick day payout rate will be \$100/day for employees who have a total of eight (8) or more unused sick/personal days at the end of the school year.
- (d) The use of sick days is restricted to their intended purpose. The use of sick days for any other purpose will warrant disciplinary measures up to and including termination.
- (e) A bargaining unit member who is absent more than five (5) consecutive working days shall secure a certificate from a medical doctor stating the date of illness/injury; diagnosis; and a date for the return to work.
- (f) To qualify as a sick day, the employee who must be absent from work will notify the Director of Plant Operations in a timely manner.
- (g) In case of extended illness or worker's compensation, the Board will pay the Plant Engineer fringe benefits in accordance with the terms of this agreement until such time as the employee is qualified for the disability retirement or in no event longer than one (1) year from the effective date of illness or injury.
- (h) Leaves of absence provided under this agreement shall run concurrently with, and not in addition to, leaves under the Federal Family Medical Leave Act (FMLA) provided that the employee is eligible for, and receives all benefits provided under the act.

### **Section 5 - Funeral Leave**

- (a) If death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay for not more than a total of five (5) days. In the case of death of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, the employee will be excused from work without loss of pay for three(3) days to attend the funeral.
- (b) Definition of employee's immediate family: the employee's immediate family shall be interpreted as including wife, or husband, child, father, mother, sister, brother, father-in-law, step-father, step-mother, mother-in-law. If additional days are required to attend the funeral, it is permissible to deduct these days from sick leave or vacation days, at the discretion of the employee.
- (c) If a family death occurs during a time when an employee is on vacation, this time, not to exceed five (5) days, will be charged to funeral leave rather than vacation leave.
- (d) Non-duty days (Saturday and Sunday) are not reimbursable as funeral leave.

**Section 6 Vacations**

(a) The following vacation schedule shall be earned at completion of the respective years of service:

<b>Years of Service</b>	<b>Vacation Days</b>	<b>Years of Service</b>	<b>Vacation Days</b>	<b>Years of Service</b>	<b>Vacation Days</b>
1 to 5	10	11	16	19	22
6	11	12	17	20	23
7	12	13	18	21	24
8	13	14	19	22 and over	25
9	14	15	20		
10	15	18	21		

- (b) Vacations may be taken after June 30<sup>th</sup> of the year in which they are earned and may be taken when school is out during the summer, Christmas or Easter recess or as otherwise agreed upon by the Plant Engineer and the Employer.
- (c) Vacations are not to be taken during the two (2) weeks immediately prior to the opening of school unless approved by the Superintendent or his designee.
- (d) Vacation days cannot be carried over from year to year.
- (e) Plant Engineers, who desire their vacation paycheck prior to going on vacation, must submit a written request for same no less than two (2) weeks before the pay date.
- (f) Employees may elect to receive compensation at their per diem rate for up to ten unused vacation days at the end of the work year.

**Section 7 Holidays**

The following days shall be recognized and observed as paid holidays:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Good Friday	Day After Christmas
Labor Day	Floating Holiday
Martin Luther King Day	<b>Mid-winter Break</b>
<b>Easter Monday</b>	

- (a) When a holiday falls during a vacation period or on a Saturday or Sunday, the employee shall be granted an extra day off with pay in lieu of the paid holiday.

- (b) An employee on sick leave on any of the above named holidays shall not have that day deducted from his accumulative sick leave.

Employees shall be eligible for holiday pay provided they shall have received at least eight (8) hours of pay in the calendar week prior to, during or after the holiday.

Employees off sick on the last scheduled work day before or the first scheduled work day after the holiday may be required to submit medical proof of illness to receive holiday pay except when the employee works on the holiday.

Employees scheduled to work and off sick on the holiday may be required to submit medical proof of illness to receive holiday pay.

**Section 8 Other Miscellaneous Leave Days**

- (a) All Plant Engineers shall be entitled to sick leave benefits for illness in the immediate family. In this case, the immediate family shall be defined as husband or wife, natural or adopted children.
- (b) If an employee is absent more than five (5) consecutive work days, he shall secure a doctor's certificate certifying that he is physically able to return to work. When it becomes necessary for an employee to miss work because of illness, he shall notify the central office in order for him to qualify for sick leave pay or for the SIF disability plan.

**Section 9 - Tuition Reimbursement**

Employee will be reimbursed their tuition costs for appropriate classes that have been approved by the employer.

**Section 10 – Longevity**

At the beginning of 8 years of service = \$375.00  
At the beginning of 13 years of service = \$475.00  
At the beginning of 18 years of service = \$575.00

All payments will be made in June after the entitled year has been reached.

Years of service accrue after hire date for full time employment with district.

**ARTICLE XI**  
**Scope, Waiver, and Alteration of Agreement**

- (a) This Agreement shall be binding upon the parties hereto.
- (b) No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by an employee or groups of employees with the Employer.
- (c) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- (d) If any provision of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of this Agreement and Supplement shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provisions.
- (e) Should there be conflict pertaining to existing work rules or regulations and this contract, said terms and conditions of this contract shall prevail.

**ARTICLE XII**  
**Termination and Modification**

- (a) This Agreement shall continue in full force and effect until June 30, 2013.**
- (b) If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of the Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current anniversary date of the termination.
- (c) If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date or any subsequent anniversary date of termination, give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this agreement without modifying or changing any of the other terms of this Agreement.
- (d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile Road, Detroit, MI 48219, and if to the Employer, addressed to 20629 Annapolis, Dearborn Heights, MI 48125, or to any other such address the Union or the Employer may make available to each other.

(e) **The effective date of this Agreement is July 1, 2011.**

**Wage and benefit re-opener in 2012/13**

**ARTICLE XIII**  
**Emergency Day Procedures**

An emergency day shall be defined as a scheduled day of school which is canceled prior to students reporting.

1. The work day schedule of maintenance employees may be altered to address the emergency situation. The employee will be paid a minimum of eight hours of work. Unless noted below, compensation will be at the employee's normal hourly rate.

2. For all hours actually worked on an "emergency day": the employee may elect one of the following methods of compensation:

(a) Rate of Pay: The employee will receive one and one-half his/her hourly rate of pay for all hours worked.

(b) Comp-Time: The employee will receive his/her normal hourly rate for the first eight hours of work. All additional hours will be paid at the one and one-half the employee's hourly rate of pay. The employee will receive one and one-half hours of comp-time for each hour worked during the first eight hours of the work day. Partial hours of earned comp-time will be rounded to the nearest hour by the employer. Scheduling of comp-time must receive the approval of the employer.

**ARTICLE XIV**  
**Dual Coverage of Buildings**

It is understood and agreed that for the purpose of providing dual coverage of a building for any reason, engineers will accept the responsibility for opening said building and periodically checking the boilers and related heating and ventilating equipment throughout the day.

The Plant Engineer accepting such dual coverage of building will receive one hour per day of overtime pay for each day of coverage.

It is understood and agreed that the employer has the discretion to assign substitute personnel to perform duties as required, in lieu of dual coverage, when the projected absence of a Plant Engineer will exceed two (2) consecutive work days. If a plant engineer is called to another building to resolve an emergency situation, when a substitute is assigned, he shall receive one hour of his regular

eight (8) hour at the overtime rate of time and one-half. Such assignments will be approved by the Director of Business Services or Supervisor of Plant Operations.

The Plant Engineer assigned to dual coverage of building will also be expected to handle any emergency call-in situation of said building. It is further understood and agreed that the employer will make a reasonable effort to staff long-term vacancies (in excess of two (2) weeks with properly licensed personnel, except for scheduled vacation periods.

**New Provision**

**This provision shall be construed consistent with PA4 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.**

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

THE BOARD OF EDUCATION OF  
DEARBORN HEIGHTS SCHOOL  
DISTRICT NO. 7  
CITY OF DEARBORN HEIGHTS

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 547, AFL-CIO

\_\_\_\_\_  
President

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Recording-Corresponding Secretary

**Letter of Understanding  
District Snow Plowing/Salting  
Effective 07/01/08**

If snow removal is necessary during non-school hours or when school is cancelled, one plant engineer will be called to report first. If any additional employees are required, the second employee called will be a building and grounds employee and one additional plant engineer will be the third employee called for overtime. If need exists for more than three employees, all building and grounds employees and all plant engineers will be called in for duty.

If all employees from one bargaining unit refuse overtime, then employees of other bargaining unit will be offered this overtime.

\_\_\_\_\_  
IUOE Local 547

\_\_\_\_\_  
Date

\_\_\_\_\_  
SEIU Local

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

