

**AGREEMENT BETWEEN
THE DEARBORN BOARD
OF EDUCATION**

**AND THE
DEARBORN FEDERATION OF
TEACHERS, LOCAL 681, A.F.T.
ADULT EDUCATION CHAPTER**

2019 - 2023

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**TENTATIVE AGREEMENT
JULY 30, 2019**

**AGREEMENT BETWEEN THE DEARBORN BOARD OF EDUCATION
AND THE DEARBORN FEDERATION OF TEACHERS, LOCAL 681, A.F.T.,
ADULT EDUCATION TEACHERS
2019-2023**

ARTICLE 1 - PREAMBLE

An Agreement made effective upon ratification by the Board of Education of the School District of the City of Dearborn hereinafter called "the Board" and the Dearborn Federation of Teachers, Local 681, Adult Education Chapter, affiliated with the Michigan Federation of Teachers and the American Federation of Teachers, AFL-CIO, hereinafter called the "the Union."

ARTICLE 2 - RECOGNITION

a. Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the Agreement.

b. The District shall provide a 2 semester calendar that includes beginning and ending days for each semester. The calendar shall be available by the end of September of the current school year or when the district calendar is determined, whichever is earlier.

c. Definition of Bargaining Unit

All full-time and regular part-time professional personnel as follows: All adult education teachers, excluding supervisors and all other employees.

ARTICLE 3 - BOARD OF EDUCATION RIGHTS

a. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers,

rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States.

- b. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.
- c. Such rights shall include by way of illustration and not by way of limitation the District's right to: the Executive and Administrative management of the school system, its employees, its properties and its facilities; the hiring of all teachers and to determine the qualifications and conditions of their continued employment, including the right to evaluate, demote, dismiss, transfer, or layoff teachers, limited only by the laws of the State of Michigan and the specific provisions of this Agreement; establish grade levels, marking systems, hours, courses in instruction, and special programs of a curricular and extracurricular nature, all as deemed necessary or advisable by the School District; implement means and methods of instruction; determine class schedules, teacher duties, assignments and professional responsibilities; adopt, revise and enforce personnel policies and operational procedures so long as such policies and procedures do not conflict with the specific provisions of this Agreement. All matters contained in this Agreement and/or exercise of any such rights of the School District are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE 4 - EMPLOYEE RIGHTS

- a. Probationary Teachers

Teachers who are probationary teachers under the Teacher Tenure Act may be discharged as provided in that Act. Teachers who are not eligible for probationary status or continuing tenure under the Teacher Tenure Act will serve five years probation during which they may be discharged at-will.

- b. Right to Representation

An employee shall at all times be entitled to Union Representation.

- c. Personnel File

Each employee shall have the right upon request to review the contents of his/her own personnel files as set forth in the Bullard-Plawecki Right to Know Act.

A representative of the Federation may, at the teacher's request, accompany the teacher in this review.

ARTICLE 5 - PROFESSIONAL SUPPORT

- a. The District will attempt to provide each teacher with lockable space for supplies within the teacher's school or work location.
- b. Before the end of each fiscal year, member[s] of Adult Education administration will meet with a committee of unit members to discuss supplies for the next year.

ARTICLE 6 - UNION SECURITY

If "Right-To-Work" legislation is repealed, the following union security language is immediately in effect

The Employer and the Union agree that the Union's duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administration of this collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the Union and pay dues required of members or agree to pay a service fee in an amount determined by the Union. A service fee will be deducted from the paychecks of persons who fail or refuse to do either. This section describes the process used to accomplish these goals. This agreement is made to reflect the parties' mutual goals of labor peace and bargaining unit continuity which both parties acknowledge to be valuable to each of them.

1. Promptly after approval of their hiring, the Union will be notified of the name(s) of each person newly employed by the Employer who will be assigned to a position in this bargaining unit. The Union will present the notice attached as exhibit one to such person. The employee will have fourteen (14) calendar days to decide whether to become a Union member or pay a service fee.
2. The service fee will be deducted from the compensation of any person who fails or refuses to either become a Union member or approve deduction of a service fee or pay a service fee ("the Non-Payer"). The

employer will deduct dues or service fees from paychecks of persons who have agreed to such deductions or who have not responded to a request for election as described here. The form for deduction will be either the Voluntary Authorization for Deduction of Dues or the Payroll Withholding Authorization.

3. The Union will certify the membership dues or service fee and submit same to the Payroll department.
4. Payroll deductions shall be made on a bi-weekly basis.
5. All sums deducted by the Employer shall be remitted to the financial officer of the Union within ten (10) days of each bi-weekly deduction in the months in which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made.
6. Changes in the amount of the monthly Union dues or service fee also must be delivered to the Employer at least fifteen (15) calendar days prior to the last payday of the calendar month on which the change is to become effective.
7. A Bargaining Unit member may revoke the Voluntary Authorization for Deduction of Dues or the Payroll Withholding Authorization for deduction of Union dues or service fee from 8/1 through 8/21 by written notification to the Employer on a form provided by the Employer, provided notice of such revocation is given to the Union. Payroll deductions shall terminate when a revocation has been delivered to the Employer from 8/1 through 8/21, inclusive, or else deductions will continue. If the Bargaining Unit member exercises his/her right to terminate payroll deductions, he/she will then be responsible for paying either dues or service fees directly to the Union in such a manner, and on such a schedule, as the Union may approve.
 - a. The parties acknowledge that involuntary deduction of the service fee is a sanction that is less harmful to education continuity than discharge.
 - b. Notwithstanding the same, in the event that Section 2 above is found to be unenforceable by a court or agency of competent jurisdiction from which appeals have exhausted (or the time to appeal has expired), then the parties shall utilize the process which follows:

- i. The Union notifies the employee by letter, explaining that he or she is delinquent in not tendering either Union dues or service fees, and specifying the current amount of such delinquency, and warning him or her that unless such dues or service fees or a properly executed Payroll Withholding Authorization are tendered within thirty (30) calendar days of such notice, he or she will be reported to the Board for termination. The effective date for termination of employment of any employee who fails to comply with this agreement shall be the end of the school year in which the employee's failure to comply occurs.
- ii. The Union will furnish the Board with a copy of the letter sent to the employee and notice that he or she has not complied with the Union's request. When requesting the Board to terminate the employee, the Union shall further specify the following by written notice:
 1. The Union certifies that (Name)_____ has failed to tender either the required Union dues or service fees required as a condition of continue employment under this collective bargaining agreement and demands that, under the terms of this agreement, the Board shall terminate this employee."
- iii. The Board agrees that, within five (5) days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his or her services shall be terminated at the end of the current school year, and the Board further agrees that, at the next meeting of the Board after receipt of the said notice, the Board shall, at its option, either adopt a resolution terminating the employment of the employee effective at the end of the current school year, or adopt a resolution initiating Tenure Act proceedings directed toward termination of the employment of the employee effective at the end of the current school year. The Board further agrees that after it has received the said notice it will not accept a Payroll Withholding Authorization from such employee without the consent of the Union.

- iv. Notwithstanding the foregoing, the individual employee(s) may be reemployed in the event that, at the time of hire, they either join the Union or pay or arrange for payment of a service fee.
8. The Union will determine the amount of the service fee in accordance with prevailing law. Presently, the law permits the Union to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Union, alone, will determine the amount of the service fee to be deducted. The Employer may request, and receive, information explaining which fees or expenses the Union has determined to be chargeable to service fee payers.
9. This agreement may be enforced via the grievance procedure or, at the Union's sole option, through an action in the Circuit Court without prior exhaustion of the grievance procedure.
10. Fees shall not be deducted during the pendency of any Objection that any Non-Payer may have properly initiated under the Union's Process for Resolution of Objections; it may be invoked fourteen (14) days after the conclusion or termination of the process for resolution of an Objection.
11. The Union will provide the Employer a copy of its Process for Resolution of Objections, and any changes to the Process.
12. The Union shall defend, (including the negotiation of any voluntary settlement), indemnify and hold harmless the Dearborn Board of Education, its members and its employees from claims made with regard to this agreement provided that the Union shall be promptly notified of any such claim and shall be entitled to provide counsel of its choice, at the Union's expense and provided further that the Dearborn Board of Education shall cooperate in the defense or resolution of the claim.
13. The Employer and the Union will bargain with regard to the wage scale in this agreement in the event that the Dearborn Public Schools are sanctioned for approving a union security agreement prior to March 26, 2013. This right shall arise only if the District has suffered a significant economic loss as the result of economic retaliation by the legislature and governor against employers which approve union security contracts after December 27, 2012 and prior to the effective date of 2012 PA 349.

14. The Employer agrees that it will not, during the life of this agreement, deduct dues or service fees from unit members for any organization other than the Union.

ARTICLE 7 - GRIEVANCE PROCEDURE

- a. A grievance is a complaint by an employee in the bargaining unit and/or the Union concerning a violation of this Contract.
- b. All grievances will be handled in the following manner.

Within ten (10) working days of the occurrence, the grievance may be submitted in writing to the Adult Education Supervisor. The grievance must be in writing and shall set forth specifically the act or conditions and the contract violation on which the grievance is based. Within ten (10) working days after delivery of the grievance, the Adult Education Supervisor shall investigate the grievance. As part of this investigation, the Adult Education Supervisor shall give the person or persons who filed the grievance a hearing in the presence of the Union representative. Within ten (10) working days after the hearing, the Adult Education Supervisor shall communicate the decision in writing, together with reasons, to the aggrieved employee and to the Union. Within ten (10) working days of the building administrator's decision, the aggrieved may appeal to the Superintendent. Within ten (10) working days after the delivery of the appeal, the Superintendent or the Superintendent's designee will communicate a decision in writing, together with reasons to the aggrieved employee and to the Union. The decision of the Superintendent shall be final.

ARTICLE 8 - FULL TIME/PART TIME EMPLOYEES

- a. Full-time employees are those employees who regularly work 24 or more hours per week.
- b. Part-time employees are those employees who are regularly scheduled to work less than 24 hours per week.

ARTICLE 9 - SENIORITY

a. Definition of Seniority

1. Bargaining Unit Seniority – shall mean total consecutive years and months of service in any and all unit bargaining positions, since the last date of hire.

b. Posting of Seniority – Within one month following the commencement of the academic year, the District shall post a seniority list and furnish a copy to the Union President.

c. Termination of Seniority – An employee shall be terminated and lose seniority if he/she:

1. quits, resigns or is discharged;
2. is laid off for a period of three (3) years or the length of the employee's seniority at the time of layoff, whichever is less;
3. fails to report for work, without excuse, for three days;

ARTICLE 10 - POSTING AND FILLING OF VACANCIES

a. Posting of Vacancies

The Employer shall post all bargaining unit positions first to the unit members. If not filled, then to the DFT Bargaining unit, then to the outside.

ARTICLE 11 - REDUCTION IN FORCE

This is in the contract for informational purposes only while any language regarding staffing is a prohibited subject of bargaining per PA 103 of 2011

- a. When the district decides to eliminate a class, the District will consider the needs of the district, employees' certification, qualification, performance and seniority when realigning the department.

- b. The district has the right to eliminate a class that 1) does not have sufficient enrollment to open as determined by the district or 2) does not have sufficient enrollment to continue as determined by the district. Upon elimination of a class, realignment, if any, is determined by the district according to Article 11a. In the event that the administration determines that the class does not have sufficient attendance to continue, the administration will consult with the union prior to such action to discuss possible strategies to keep the class open.

ARTICLE 12 - LEAVE

For purposes of this Article, a day will be considered the number of hours per day regularly worked by the employee; for example, if the employee works eight (8) hours per day, a sick day will be 8 hours; if an employee works two (2) hours per day, a sick day will be 2 hours.

- a. **Sick Days**

Each full-time employee shall be granted two (2) sick days per semester. Days may be used for the illness or injury of the employee or for the care of a member of the employee's family. The employee may accumulate eighteen (18) sick days, and employee will be paid for one-half of his/her unused sick days upon termination of employment.

- b. **Personal Business Days**

Each full-time employee shall be granted one (1) day per year to be used for business that cannot be conducted during non-duty hours. Unused days shall not accumulate and will not be paid upon termination of employment.

- c. **Bereavement Days**

Each full-time employee shall be granted up to three (3) paid bereavement days for the death of a member of the employee's family (spouse, father, mother, child, father-in-law, mother-in-law, brother, sister, grandparent, grandchild).

e. Family and Medical Leave

The District and the Union will comply with the Family and Medical Leave Act. Employees can obtain information about their rights under the Act from Human Resources. Eligibility for FMLA requires 12 months of employment with the District and a minimum of 1,250 hours worked in the 12 months prior to the leave.

f. Unpaid Leave of absence

1. A unit member who is not eligible for paid leave due to an exhausted sick bank or circumstances that do not qualify for paid time off, may be granted a short term unpaid leave of absence. Approval for the unpaid leave is at the sole discretion of the Superintendent or their designee and shall not be subject to the grievance procedure.
2. A unit member who has elected health benefits under Article 16, shall be allowed to continue their health benefits under the same provisions as stated in Article 16 of the DFT-AEC Collective Bargaining Agreement for up to two (2) additional months while on a Superintendent approved unpaid leave of absence.

ARTICLE 13 - PREPARATION TIME

- a. Teachers who teach 2 or more classes per day will receive 1 hour per day paid prep time. Teachers who teach less than 2 classes per day will receive 0.5 hour per day paid prep time.
- b. All teachers working in the adult education program shall be allowed up to a total of three (3) work hours per semester for the purpose of classroom set up, semester end reporting and other semester end tasks.

ARTICLE 14 - SNOW DAYS/ACT OF GOD DAYS

Unless the state requires a replacement workday due to student testing or other state program requirements, no unit member will suffer the loss of pay in the event a

general catastrophe (such as extreme severe snowstorm) makes it impossible to report. Existence of catastrophe will be determined by the Superintendent. Employee shall be charged for scheduled paid days off on a day that are declared closed by the superintendent.

ARTICLE 15 - TUITION REIMBURSEMENT

- a. The Board agrees to allocate \$2,500 for the purpose of reimbursing full-time teachers for 50% of the cost of tuition for up to 6 hours of college graduate credit or, in the circumstances defined below, undergraduate/CEU hours incurred by teachers during the contract year.
- b. The graduate courses completed must be toward an M.A., Ed.S., Ed.D., or Ph.D. degree. Such courses are intended to help teachers to retain their present positions or to retrain them for possible reassignment. Courses completed must be from an accredited college or university. Annually authorized vocational teachers may apply for reimbursement for undergraduate/CEU hours related to their technical field.
- c. In order to receive a reimbursement for courses, the teacher must comply with the following:
 1. Submit a completed form as provided by the Board.
 2. Arrange for an official transcript to be mailed to the Department of Human Resources on or before October 30 of the following school year. Payment will be on or before November 30 of each contract year.

ARTICLE 16 - HEALTH BENEFITS

Employees who have one year's service and are not eligible for other health care coverage may enroll in the Board's Dearborn Schools Employee Health Plan. The District will pay 50% of the premium for employees who have between one and five years service and 75% of the premium for employees who have five or more years service. This coverage will be available through the 2019-20 school year. Each May of every school year, if the number of participant student totals enrolled fall below 1,700, members will no longer be eligible for district paid health care as of June 30th. If this happens, it will automatically trigger a compensation reopener for subsequent July 1st. The district shall

provide the union with the estimated number of participant students on March 1st.

ARTICLE 17 - SALARY SCHEDULE

For the 2019-20 through 2022-23 contract, the salary schedule will increase in accordance with the following table:

2% Wage Increase years 1 and 2. Wage Reopener for 3rd and 4th year					
Step	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Step 1	\$25.00	\$25.50	\$26.01	Reopener	Repoener
Step 2	\$27.00	\$27.54	\$28.09	Reopener	Repoener
Step 3	\$29.00	\$29.58	\$30.17	Reopener	Repoener
Step 4	\$31.00	\$31.62	\$32.25	Reopener	Repoener
Step 5	\$33.00	\$33.66	\$34.33	Reopener	Repoener
Step 6	\$35.00	\$35.70	\$36.41	Reopener	Repoener

The District will have the discretion to place newly hired employees on a Step consistent with their certification, qualifications, experience and the labor market.

The District will provide the Union with a yearly financial report that will include revenue and expenditures from State and Federal grants for the Adult Education program.

All Night Classes will be paid at \$2.00 per hour above the employee's step but no greater than step 6.

ARTICLE 18 - DURATION OF CONTRACT

This Agreement shall be effective on July 1, 2019 and shall continue in full force and effect until midnight of June 30, 2023. After March 1, 2023, either party may give written notice to the other of its desire to negotiate a new agreement for the

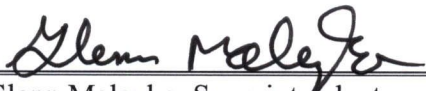
following year, and meetings between the parties for that purpose shall begin not later than twenty (20) days after delivery of such written notification.

ARTICLE 19 – REVERSE CONFORMITY TO LAW CLAUSE

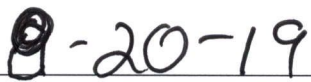
Certain provisions of this Agreement may be affected by 2011 PA 103. The parties have not reached agreement with regard to which provisions, if any, are so affected. Therefore, the District reserves the right to contend that a clause or section is not enforceable as a consequence of that statute. The Union reserves the right to disagree.

In witness whereof, the parties hereto have executed this Agreement by their duly authorized representatives:

**FOR THE
BOARD OF EDUCATION
OF THE SCHOOL DISTRICT
OF THE CITY OF DEARBORN**



Glenn Maleyko, Superintendent

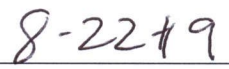


Date

**FOR THE
DEARBORN FEDERATION OF
TEACHERS, LOCAL 681, A.F.T.
ADULT EDUCATION TEACHERS**



Jane Mazza, DFT President



Date