

Dearborn Public Schools
&
Dearborn Schools Operating Engineers Association
Tentative Agreement
2023-24 thru 2027-28

Article I: Recognition

- Add Facilities Engineer - District

Article II: Grievance Procedure

Article III: Grievance Procedure in Discharge Cases

Article IV: Probationary Employees & Employees on Probationary

Article V: Seniority & Classification

- V.G.1 An employee's seniority shall not be affected or interrupted as a result of layoffs, injury, illness, leaves of absence, or other causes not due to the voluntary act or fault of the employee. However, the employee's seniority shall be terminated for **the reason(s) below, any of the following reasons**, unless the Employer and the Association, by agreement in writing, determine otherwise:
 - 1. ~~The employee voluntarily quits or resigns~~
 - **V.J. An employee moved into a job outside the bargaining unit, including resigning or retiring from the District, will have his/her seniority and reinstatement rights frozen as to the time of movement outside the bargaining unit.**

Article VI: Layoff & Recall

VI.A.3. If any employee who is dislodged by No. 2 above has sufficient seniority as an engineer to retain employment in the unit, the employee may "bump" into any other classification in which the employee has seniority provided the employee **is presently qualified on the other classification and** has sufficient seniority to do so. If the employee **is qualified and** has sufficient seniority to do so, he shall displace the employee with the lowest seniority in the classification on the same shift. The employee thus dislodged and any subsequently dislodged shall be accorded the same opportunity to exercise seniority.

Article VII: Filling of Vacancies

VII.B.1. PK-12 level engineers and DFSE BOS members that meet required skill level and qualifications receive priority bid ranking for PK-12 DSOEA vacancies and opportunities for transfers. Two DSOEA members and one DFSE BOS member fill the three bid positions for Engineer D and Engineer C vacancies. (taken from LOA)

Article VII.B.4.C

- a. **Members that hire into or transfer to a Facilities Engineer-District and HFC positions must remain in that position for a minimum of a full calendar year before being eligible for another transfer.**

VII.B.9.1 & VII.B.9.2

1. ~~Movement of an engineer to their new position will be when their vacated position is filled but no more than two (2) weeks. During the hiring process to fill a vacancy, the elementary engineer closest to the building with the vacancy may be asked to meet the basic needs of the building with the vacancy. (moved last sentence below)~~
2. Transfers and promotions will officially be processed including salary changes at anytime. All movement resulting from transfers and promotions will occur ~~two times a year on January 1st and July~~

~~1st. when the newly vacant position is filled or it is collaboratively agreed upon by the Association, District Operations Supervisor (and/or HFC Director of Facilities Services as appropriate), and Human Resources. Unique circumstances for movement between specified dates may be collaboratively considered by the Association and District, but must be approved by the Superintendent or the President of HFC.~~ During the hiring process to fill a vacancy, the elementary engineer closest to the building with the vacancy may be asked to meet the basic needs of the building with the vacancy.

Article VIII: Classification and Reclassification

VIII.A. The Employer and the Association will mutually agree on a pay rate for any new classification within the bargaining unit. In the event a new classification is created by the Employer, and the Employer and the Association disagree on whether the new position belongs in the unit such dispute shall be submitted to the grievance procedure. In the event the parties are unable to agree as to **the rate of pay for the new classification**, such dispute shall be submitted to the grievance procedure contained in this Agreement. The rate established shall be retroactive to the **date the new classification was established by the Employer.** ~~start of the operation.~~

Article IX: Miscellaneous Rate Adjustments, Job Requirements and Overtime

IX.C.1

1. **Overtime shall be defined as all hours over forty (40) hours in any one week including any paid time off. (LOA).** Overtime for the purposes of this paragraph shall be defined as ~~all hours any time over eight (8) hours an Employee's scheduled hours in any one day or~~ **which would cause an Employee to exceed forty (40) hours in any one week.**

IX.C.3

3. Overtime will be performed:

1st, by the engineer or assistant engineer regularly employed in the building where the overtime work is to be performed. It was also agreed that DSOEA members in the District may earn a maximum of, and not to exceed, three double shifts weekly (24 additional hours Monday through Friday). Whenever possible, the overtime will be scheduled on non-consecutive days. For example: Monday, Wednesday, and Friday. This overtime guideline is established to prevent employee fatigue resulting from excessive work hours. The district will use the engineer candidates from the relief list to meet the needs of single-engineer buildings requiring more overtime than permitted by this guideline. Exceptions to this guideline requires advance approval from the Director of Operations or, at HFC, the Director of Facilities. (LOA)

2nd, if neither of the above can work, then an engineer will be called from an established list of engineers available to work overtime as a replacement in another building. ~~The employer shall rotate and equalize overtime for Engineers on the Relief Engineer list.~~

For purposes of this article, all buildings and campuses of Henry Ford College shall be considered as one location. ~~The Engineer B assigned to East Campus shall retain priority for engineer overtime at East Campus before main campus engineers may be asked. Main Campus engineers shall retain priority on Main Campus. (move to HFC Supplement)~~

IX.C.8

8. **Vacation black out dates include summer inservice dates, the first and last week of school**

and one week prior to the first day of school unless approved by the building administrator and the Director of Operations.

IX.D.1. Eliminate PD Hour compensation

IX.D.2. Longevity 30cents to 50cents, 45cents to 75cents, 65cents to \$1 dollar

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

The eEngineers that positions listed below, at the Dearborn Public School buildings listed below, are required to possess a 1st or 2nd Class Engineer License with a Refrigeration license from the City of Dearborn and will receive an additional forty cents for all hours.

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

IX.D.5. Associates Degree+ 40cents to 50cents

Elimination of Bachelors Degree compensation

Eliminate the list of classifications & buildings

Addition of \$50 annually for certificate or license reimbursement

Article X: Classification of Building for Staffing Purposes

X.A: Added Salina Elementary is classified as a C building

Change all Engineer A to Facilities Engineer-District (entire contract)

For the years 2023-24 through 2027-28 the base wage increase is as follows:

- **2023-24: Salary increase is Foundation Allowance or 4%, whichever is greater.**
- **2024-25: Salary increase is Foundation Allowance or 4%, whichever is greater.**
- **2025-26: Salary increase is 1% + Foundation capped at 3%**
- **2026-27: Wage Reopener & Foundation Decrease Tie Language is Active.** Any percentage decrease shall be equal to one-half of any percentage decrease below the prior year's foundation allowance.
- **2027-28: Wage Reopener & Foundation Decrease Tie Language is Active.** Any percentage decrease shall be equal to one-half of any percentage decrease below the prior year's foundation allowance.

Previous year's per pupil funding is used as the base. Base year resets annually. The 2023-24 will be off the 2022-23 foundation and the 2024-25 will be off the 2023-24 foundation. Percentage amounts will be rounded to the nearest hundredth.

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

Due to the nationwide shortage in the engineer pool which is caused by the pandemic, the board and DSOEA agree that any promotion approved on and after March 1st of the school year will be eligible for a step increase the following year. (from LOA)

Members that resign or retire may be rehired on the step they were on upon separation.

Article XI: Miscellaneous

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

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

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

Article XI.K.1. Increase boot voucher from \$80 to \$120 annually

Article XII: Management Rights

Article XIII: Collective Bargaining

Article XIV: Rates of Pay on Promotions & Demotions

Change 50cents to \$1.50 (first paragraph)

If an employee is demoted to a lower paying classification, the present anniversary date will be changed to the date of demotion and the employee will be placed on a step in the lower classification which is nearest the previous step in the old classification, ~~and which will~~ **may** result in a loss of pay of ~~fifteen cents (15¢) per hour~~ **\$1.50 per hour** or less. A loss of more than ~~fifteen cents (15¢)~~ **1.50 dollars** per hour may result to prevent maximum rate in any classification from being exceeded **or to prevent a demotion resulting in a pay increase. The rate of pay as a result of the demotion will not be less than their rate of pay prior to their promotion.** Anniversary dates are dates upon which appointment, promotion or demotion is granted. **Demotions are not eligible for a pay increase.**

Article XV: Reporting & Call-In Pay

Article XV.A. Any employee who is scheduled or required to and does report for work on any day and is not put to work for at least one-half of said employee's regular shift shall be paid at said employee's regular rate for one-half of said employee's regular shift, not to exceed four (4) hours, except as otherwise set forth herein.

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

(From LOA) Emergency/Alarm calls which require an Engineer to respond to a location, and the said Engineer actually clocks-in at the location, will be paid as stated in the DSOEA Contract Article XV section B (a minimum of two hours overtime at the regular rate).

No pyramiding of overtime shall be allowed, e.g., if a second emergency call occurs within the two-hour timeframe of the initial emergency call, the District will not be charged for the second call. If the second call causes the Engineer's work hours to exceed the two hour timeframe, any additional time occurred shall be charged at the appropriate rate.

Emergency/Alarm calls in which an Facilities Engineer - District answers a call and (through no fault of the Engineer or the District) the Engineer isn't required to report to the location, the contacted Engineer will receive one hour of overtime at the appropriate rate. There will be a cap of three hours per night regardless of the number of calls unless authorized by the Director of Operations and Purchasing or the Assistant Director of Plant Operations. No pyramiding of overtime shall be allowed, e.g., if a second call occurs within the first hour timeframe of the initial emergency call that did not require reporting physically to the location, there will be no additional pay.

Agree via LOA: Article XV.D. *Athletic Director's can be responsible for activities without an engineer as aligned with city code / non-heating season. If it is determined that an Engineer is needed, the Engineer may report to the building at the beginning and end of the activity not to exceed 2 hours total. Activities that Dearborn Schools programs supervisors are eligible for this.*

Article XVI: Shift Premium & Hours

XVI.D. Engineers normally assigned to the afternoon or midnight shifts shall retain their shift premium while relieving day shift Engineers provided they work at least one hour of their normally scheduled shift. Afternoon or Midnight Engineers who experience regularly scheduled shift changes (day shift during the summer) shall not retain their shift premium while working the day shift.

Article XVII: Overtime Pay

A. The applicable overtime shall be as follows:

1. ~~Time and one-half for all hours over eight (8) in one day~~
 2. Time and one-half for hours in excess of forty (40) hours in any one week;
 3. Double time for work on Sundays or the holidays set forth in Article XVIII of this Agreement, plus holiday pay pursuant to Article XVIII, if applicable.
- (below additions are from an LOA)*
4. **A member may not use illness and earn overtime on the same day. Assistant Director of Plant Operations may override this.**
 5. **Members that received an absentee notification and/or suspected abuse of sick time may be denied the opportunity for planned overtime.**
 6. **If one year's sick bank earnings is depleted, a meeting may be held with the supervisor and human resources in collaboration with union representation to determine whether or not the member is eligible for overtime compensation.**

7. **The attendance meeting outcome is grievable (as aligned with grievance guidelines). However, the determination of the overtime eligibility is not a grievable practice.**
 8. **Engineers cannot work more than 16 hours for a 24 hour period. Any consecutive days of overtime that exceed 12 hours per day, no additional overtime may be allowed without taking overtime in consecutive days or four hour increments above their normal eight hour day. Exceptions can be made for an additional four hours with the approval of HR and their supervisor.**
- B. ~~There shall be no pyramiding of overtime. Any hours paid at overtime rate for any of the above reasons shall not be counted to compute overtime for any other reasons.~~
- C. ~~For the HFC Facilities Engineer assigned to the weekend shift, overtime shall be paid at a rate of time and one-half for hours worked in excess of forty (40) hours in any one week and in excess of ten (10) hours in one day. For the HFC Facilities and Facilities Engineer - District assigned to the weekend shift, double time will be paid for work on Thursdays and holidays as set forth in the HFC Weekend Engineer Holiday schedule.~~

~~The four-day ten-hour work week program will be utilized Monday through Friday on no less than a weekly basis. During this program for those schools working a four-day work week, overtime at time and one-half will be paid for all hours over ten worked on any given day and over forty hours in any given week. Schools remaining on a five-day schedule will continue overtime rates per Article XVII. Other overtime provisions of Article XVII will remain effective.~~

Article XVIII: Holidays

XVIII.B. Delete & Delete the list P-12 Holidays

Article XIX: Vacations

XIX.C. Vacation black out dates include summer inservice dates, the first and last week of school and one week prior to the first day of school unless approved by the building administrator and the Director of Operations.

Article XXI: Absences for Illness, Personal Business, Emergencies or Catastrophes

Members will schedule their own substitutes for their absences. At the beginning of each year in August engineers will sign up to work extra hours to cover other buildings. Then by seniority, starting at the top of the list, the engineer who needs time off will call to fill their needed vacancy.

XXI.A.1. Eliminate: ~~and one quarter (1-1/4)~~ change to one (1)

XXI.A.2 Eliminate sentence

XXI.B.3 - Increase 5 to 10 days care of family days with sick days available

XXI.B.4.- Increase 10 to 15 days (FMLA)

XXI.D. Catastrophes

~~Absence due to a general catastrophe (such as a severe snowstorm) which makes it impossible for the employee to report shall be paid for by the Employer. There will be no deduction from sick leave days, vacation days or personal business days. Existence of a catastrophe will be determined by the Superintendent or HFC President.~~

Catastrophic events are considered six days or less, not to exceed six days of overtime. Closures more than a six day period are considered a long-term closure.

Article XXVI: Health Benefits

A. Introduction – DSEHP VEBA

1. The Board agrees to be covered by and to comply with the Agreement and Declaration of Trust establishing the Dearborn Schools Employee Health Program (“DSEHP”) effective March 31, 2014, and any amendments thereto; a copy of which has been furnished to the Board.
2. The Board will execute and continue to be bound by a Participation Agreement with the DSEHP. The Participation Agreement dated April 4, 2014 is in effect.
3. Commencing the first day this agreement is in effect the designated provider of unit employee hospital, medical, surgical, prescription drug, vision, dental and wellness program benefits will be the DSEHP. The DSEHP shall continue to be the provider unless notice to the contrary is provided to the Board by the DSEHP.
4. The Board will make contributions to DSEHP as required by this agreement.
5. The DSEHP has the sole responsibility and authority to determine benefit plans, carriers or service providers and to contract for the provision of such benefits as may be secured within the resources available. The DSEHP may, change, terminate, amend or modify benefit plans, carriers or service providers without prior approval of the Board or persons eligible for coverage.
6. The responsibility of the Employer with regard to employee benefits is limited to this Article.
7. The Board shall cooperate with and assist the DSEHP by providing such information as may be necessary and which may bear upon administration of the benefits including but not limited to:
 - a. reporting of employee status information such as hire, termination, layoff, change from full to part time or the reverse;
 - b. distribution to employees of plan materials such as summaries, descriptions, enrollment and election forms;
 - c. referral of inquiries to the DSEHP’s administrator

8. Indemnification

- a. The Union acknowledges that the Employer shall not be liable for a bargaining unit member’s medical bills or costs in the event the DSEHP’s designated carrier fails to cover those costs for any reason, including without limitation insolvency or inadequate reserves, provided the Board has made all agreed upon contributions to the DSEHP as specified herein.
- b. The Union shall defend, indemnify and hold harmless the Board of Education from any claim or action initiated against the Board which alleges that Employee contributions have not been used in accordance with law. This provision does not apply to acts of negligence by the Board of Education or its employees.

B. Board Contributions

1. Board contributions will be based upon the total number of Full-Time Equivalent-employees or fraction thereof.

~~2. The monthly contribution amount by the Board beginning on July 1, 2018 through June 30, 2019 is \$1,181.35 per full time equivalent employee or fractions thereof. The FTE will increase in 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24 by the percentage increase in the hard cap amount as set yearly by the State of Michigan through PA 152, not to exceed 5% each year.~~

The Monthly Contribution amount by the Board beginning on July 1, 2023, through June 30, 2024 is \$1,332.43 per Full Time Equivalent employee or fractions thereof. The FTE will increase in 2024-25, 2025-26, 2026-27, 2027-28 and 2028-29 by the percentage increase in the hard cap amount as set yearly by the State of Michigan through PA 152, not to exceed 3% each year. If the increase exceeds 3%, both parties agree the increase is not negotiable.

Payment for new employees eligible for benefits will commence on the first day of the month following their hire date. When the employer approves a leave of absence that includes health care contributions, the Employer will continue to make contributions for the coverage to the Trust.

If the employee is approved for Long Term Disability (LTD), the employee coverage will continue for an additional three months.

3. Binder Payment: The Board has deposited with the DSEHP a binder payment in the amount of DSOEA-DPS is \$41,335.00 and DSOEA-HFC is \$10,480.00. This deposit shall be used to bind coverage. The binder payment will be applied to the last month's coverage or refunded to the Board upon termination.
4. The Board agrees to remit future Board contributions to the DSEHP's designated depository account not later than the 21st day of the month, or the next business day thereafter, prior to the month for which coverage is provided.
5. Monthly Contributions by the Board or Employees to the DSEHP shall be accompanied by a Remittance Report that will be transmitted electronically to the DSEHP.
6. The Remittance Report shall contain the name and the contribution amount for each bargaining unit member for whom contributions are made. The Board shall be responsible for the accuracy and completeness of the Remittance Report.
7. The parties recognize and acknowledge that the Board's regular and prompt payment of contributions to the DSEHP is essential to the maintenance and operation of the DSEHP, and that it would be extremely difficult if not impracticable to repair or remedy the actual expenses and damage to the DSEHP and to union members and others receiving benefits under the DSEHP as a result of the Board's failure to make such payments in full and within the time provided.
8. If the Board fails to make contributions (Board Contributions or Employee Contributions) in the required amounts within the time provided in this agreement, it shall pay, in addition to the contributions due, the following amount as liquidated damages to compensate the DSEHP for the reasonable cost of delinquency collection:
 - a. If paid after the due date but before a delinquency of six (6) business days, one percent (1%) of the amount of unpaid contributions owed;
 - b. If paid six (6) or more business days after the due date, two percent (2%) of the amount of unpaid contributions owed. In addition, contributions not received on or before the due date

shall bear interest at the rate of five percent (5%) per annum on the amount due, from the due date until paid.

C. Employee Contributions

1. The DSEHP may require employee contributions in such amount and for such purpose as the DSEHP determines.
2. Employees shall consent to payroll withholding through the electronic enrollment process for benefits.
 - a. The consent shall authorize the deduction by the Board from the employees' pay of such amount and for such purpose as the authorization shall state.
 - b. The Board shall cause such deductions to be made and no administration charge or fee shall be imposed on the DSEHP for the administration of this clause.

Employees continue to be responsible for payment of their insurance premium share when on an insurance eligible leave.

3. Employee contributions will be made on a pretax basis through a section 125 cafeteria plan.
4. The amount of the employee contribution may be modified by the DSEHP with notice to the Board.
5. The Board agrees to remit future Employee Contributions obtained by payroll deductions to the DSEHP's designated depository account not later than seven business days after collection.

D. Board Rights and Responsibilities

1. The Board shall be provided both periodically and on reasonable request copies of data pertinent to the operation of the DSEHP to include (but not limited to) DSEHP documents, claims made and covered and other experience data. The Board will be provided copies of the DSEHP Trust Agreement, the Participation Agreement and any plan descriptions.
2. The Board shall from time to time execute such other documents and agreements as are consistent with this Article as may be necessary for the DSEHP to operate.
3. The Board may designate an employee of the Board of Education to act as liaison to the DSEHP. The liaison may attend meetings of the DSEHP which are open to the public and such closed meetings to which the liaison is invited. The liaison may be recognized to speak at, but may not vote at, meetings of the DSEHP. The attendance of the liaison at DSEHP meetings does not change the responsibility of the Board of Education from that defined in this Article.

E. Duration

Notwithstanding any contrary provision in the collective bargaining agreement, the obligations and rights set out in this Article shall remain in effect without interruption until September 1, 2024 unless changed by mutual agreement without regard to the expiration of other terms of this agreement.

F. Employee Assistance Plan

The Board will provide the DSOEA with an Employee Assistance Plan.

Article XXIX: Wage Rate Schedule

The ~~2018-19, 2019-20 and 2020-21~~ **2023-24, 2024-25, 2025-26, 2026-27 and 2027-28** Wage Rate Schedule B, effective September ~~11, 2018~~ shall reflect a ~~2%~~ base wage increase for each year as follows:

For the years ~~2021-2022 and 2022-23~~ **2023-24 and 2024-25** the salary will be **4%** or tied to the foundation allowance, **whichever is greater.**

For 2025-26 the salary will be 1% plus the Foundation Allowance tie capped at 3%.

The Foundation Tie Decrease language below is reactivated for the 2026-27 and 2027-28 and salary will be determined by a wage reopener.

Any percentage decrease shall be equal to one-half of any percentage decrease below the 2020-21 foundation allowance.

~~During the term of this contract, the salary schedule shall be adjusted up or down according to the following formula and with 2021-22 and 2022-23 percentages rounded to the nearest hundredth:~~

- ~~a. 2018-19 — 2% Increase from the prior year salary schedule~~
- ~~b. 2019-20 — 2% Increase from the prior year salary schedule~~
- ~~c. 2020-21 — 2% Increase from the prior year salary schedule~~
- ~~d. 2021-22 —~~

- ~~1. Any percentage increase shall be equal to the percentage increase above the 2020-21 foundation allowance, or~~
- ~~2. —~~

~~e. 2022-23~~

- ~~1. Any percentage increase shall be equal to any percentage increase above the 2021-22 foundation allowance, or~~
- ~~2. Any percentage decrease shall be equal to one-half of any percentage decrease below the 2021-22 foundation allowance.~~

Article XXXVII: Duration of Contract - Change 2023 through 2029

This Tentative Agreement is ten pages.

Signed by Michael Lowe for the DSOEA

Date: 7-20-23

Michael Lowe, Chief Negotiator, DSOEA

Signed by Maysam Alie-Bazzi for the Administration

Date: 7-20-23

Maysam Alie-Bazzi, Executive Director of Staff & Student Services