LETTER OF AGREEMENT BETWEEN DEARBORN FEDERATION OF SCHOOL EMPLOYEES AND DEARBORN BOARD OF EDUCATION

CLARIFICATIONS FOR ARTICLE 16 VACATION

The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn Federation of School Employees (hereinafter referred to as the DFSE), whereas the above mentioned parties agree as follows:

The following changes will be made for Article 16- Vacation in order to make it clearer for implementation.

ARTICLE 16 - VACATIONS/PAID NO SCHOOL DAYS

16A. Paid vacation/Paid no school days at regular pay will be earned by employees in the bargaining unit only as follows:

Paid No School Days:

10-month employees:	Less than 9 years service 9 years but less than 15 15 years and above	10 days per year14 days per year16 days per year
11-month employees:	Less than 9 years service 9 years but less than 15 15 years and above	11 days per year15 days per year19 days per year
Vacation		
12-month employees:	Less than 9 years service 9 years but less than 15 15 years and above	13 days per year17 days per year20 days per year

The number of days for which an employee is eligible will be based on the years of service as of the end of that year (June 30).

Bargaining unit employees regularly working less than a forty-hour week will earn vacation/paid no school days on a prorated basis of schedule above, for example, an employee working a thirty-hour week will earn only three-quarters (¾) of the scheduled earned vacation/paid no school days. For the purpose of calculating vacation/paid no school day for all full-time employees.

Bargaining unit employees who work less than 40 hours per week will earn the number of vacation days/ paid no school days on a prorated basis of schedule above. When using a vacation day, they'll be paid for the actual number of hours they are regularly scheduled to work. For example, a full day of earned vacation/paid no school day for a 4-hour employee will equate to 4 hours, for a 6-hour employee it will be 6 hours, and so on. For all full-time employees, an earned vacation or paid no-school day is considered eight (8) hours.

- 16B. Vacation days may not be taken in advance of earned, except as specifically provided for in this Agreement, or with the approval of the Employer. On July 1 of each year, each 12-month employee will be credited with those vacation days earned the previous fiscal year, but not already taken. For ten (10) and eleven (11) month employees, vacation paid no school days will be taken within the fiscal year earned (July 1 to June 30); however, if an employee fails to complete the fiscal year it is expected that any vacation paid no school days taken, and not earned, will be refunded to the school district.
- 16C. No vacation days can be carried forward more than the fiscal year following the fiscal year in which they were earned. Remaining days will be forfeited.
- Vacation days carned and not used in the year prior to termination will be compensated for at the termination of employment.
 - In the event of retirement or resignation, employees shall receive payment for vacation days accrued during the calendar year in which their separation occurs. This number of days cannot exceed twenty (20). Vacation time earned in the calendar year preceding separation and available for use in the year their separation occurs, must be used prior to the employee's final date of employment; any such unused days will not be paid out.
- 16D. Ten (10) and eleven (11) calendar month employees will take vacation paid no school days as provided in the school calendar. Ten (10) and eleven (11) month employees who experience more time off than vacation paid no school time earned will not be paid for the excess days. Eleven (11) calendar month employees who earn more vacation time than the school calendar provides in a given year may use the excess days in June after the students leave for summer break. Ten (10) calendar month employees who earn more vacation time than the school calendar provides in a given year will forfeit the extra days. take their days off on the extra day at Memorial Day and the extra midwinter break day, not provided in Article 16B, if such days remain scheduled by the District.
- 16E. Regarding vacation for ten month custodial A and B employees, and food service staff, the following shall apply:
 - 1. They will take such vacation days as are available during the Winter and Spring recesses.
 - 2. Food Service employees will take vacation days whenever a school(s) is closed or a cafeteria is not serving on that particular day except in cases of days covered by

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- 3. They will be paid for any unused days remaining at the end of the year. In all

 cases these vacation days earned, taken, and paid apply to the same fiscal year. In

 the case of these employees, no vacation time is to be carried forward into the next

 fiscal year.
- 16F. Annually on or prior to June 1, all employees shall communicate their desires to their immediate supervisor as to their vacation preference for the period July 1, of the current year, to June 30, of the following year. Employees with the highest major classification seniority will be given preference in vacation schedules, providing the resulting vacation schedule is not detrimental to the operation of the department in question.

The Employer, prior to June 15, will post the vacation schedule. All vacation requests made after June 1, will be considered without benefit of seniority for then available periods.

- 16G. If a scheduled vacation, after being approved by the Employer, is canceled by the Employer, or if an emergency occurs as defined under Article 19C 1 or 2 the employee so affected shall be given an opportunity to select any other time mutually agreeable to the Employer and employee, or shall be allowed to carry over the days involved.
- 16H. In the case of employees transferring, or changing between ten, eleven, or twelve month assignments, the vacation days earned and taken, shall not exceed a proration of totals as given in Article 16A for the categories applicable.

This agreement is effective through June 30, 2028.

For the Board of Education of the School District of the City of Dearborn Public Schools For the Dearborn Federation of School School Employees

Glenn M. Maleyko, PhD. Dearborn Public Schools

Alfred Lerini, President, DFSE

1-9-25

1-14-25

Date

Date