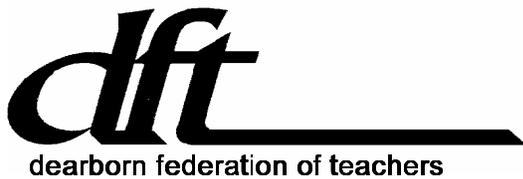




**AGREEMENT BETWEEN  
THE DEARBORN BOARD  
OF EDUCATION**

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



**2006 - 2009**

**DEARBORN PUBLIC SCHOOLS  
18700 AUDETTE  
DEARBORN, MI 48124**

**AGREEMENT BETWEEN THE DEARBORN BOARD OF EDUCATION  
AND THE DEARBORN FEDERATION OF TEACHERS, LOCAL 681, A.F.T.,  
ADULT EDUCATION TEACHERS  
2006-2009**

**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. Definition of Bargaining Unit

All full-time and regular part-time professional personnel as follows: All adult education teachers and counselors and resource 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. Just Cause

No tenured teacher, or other non-probationary employee shall be disciplined or discharged without just cause. 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 four 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 when he/she is being reprimanded, warned in writing, or disciplined for any reason. Such reprimand, warning or discipline shall not be made in the presence of students or fellow teachers.

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**

The Board and the Federation 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 Federation, and pay dues required of members, or agree to pay a service fee in an amount determined by the Federation. Persons who fail or refuse to do either will be discharged. This section describes the process used to accomplish these goals.

- a. Promptly after approval of their hiring, the Union will be notified of the name(s) of each person newly employed by the Board who will be assigned to a position in this bargaining unit. The Union will present such notice to such person. The employee will have fourteen (14) calendar days to decide whether to become a Federation member or pay a service fee.
- b. During the life of this Agreement, the Board will deduct one month's current uniform and periodic Dearborn Federation of Teachers dues or service charge from the pay of each Bargaining Unit employee who voluntarily executes and delivers to the Board appropriate authorization forms as provided by the Dearborn Federation of Teachers.
  1. The Dearborn Federation of Teachers will certify the membership dues or service charge and submit same to the Payroll Department for the months of January through December.
  2. Payroll deductions shall be made only from the pay due Bargaining Unit employees on the last payday of each calendar month; provided, however, the initial deductions for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union Dues" or "Voluntary Authorization for Deduction of Service Charge" and (2) the certification of the Union's financial officer as to the amount of the monthly Union dues or service charge has been delivered to the Board at least fifteen (15) calendar days prior to the last payday of the calendar month.
  3. Changes in the amount of the monthly Union dues or service charge also must be delivered to the Board at least fifteen (15) calendar days prior to the last payday of the calendar month on which the change is to become effective.
  4. A Bargaining Unit employee may revoke the "Voluntary Authorization" for deduction of Union dues or service charge at any time by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Union. Payroll deductions shall terminate when a revocation has been delivered to the Board at least thirty (30) calendar days prior to the last payday of the calendar month.
  5. All sums deducted by the Board shall be remitted to the financial officer of

the Union once each month by the fifteenth calendar day of the month 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. The Board shall not be liable to the Union by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall defend, indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.
- c. A Federation member or service fee payer may pay either dues or service fees directly to the Union in such a manner, or on such a schedule, as the Union may approve.
  - d. The Union will determine the amount of 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 Board may request, and receive, information explaining which fees or expenses the Union has determined to be chargeable to service fee payers.
  - e. A person who fails or refuses to either become a Federation member, approve deduction of a service fee or pay a service fee ("the Non-Payer") directly will be discharged in accordance with the process contained in this section.
    1. No employee shall be terminated under this Article unless:
      - (a) The Union first had notified the employee by letter, explaining that he or she is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to the periodic and uniformly required Union dues, and specifying the current amount of such delinquency, and warning him or her that unless such dues or service charge or a properly executed authorization are tendered within thirty calendar days of such notice, he or she will be reported to the Board for termination as provided in this Article, and
      - (b) The Union has furnished 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:

The Union certifies that

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(Name)

has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of continued employment under the collective bargaining agreement and demands that, under the terms of the agreement, the Board shall terminate this employee."

- (c) The Board agrees that, within five 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 checkoff authorization from such employee without the consent of the Union.
- (d) This section shall not apply during the pendency of any Objection that any Non-Payer may have 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.
- (e) If any suit or proceeding of any kind shall be brought against the Board at any time before any tribunal in which a teacher or teachers, or any person or organization on his or her behalf, contests a discharge or discharges under the provision of this Article, the Union agrees to reimburse the Board, promptly upon demand for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such suit or proceeding, and also for any and all back pay or other damages for which the Board may be adjudged liable in such suit or proceeding. The Union further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the Board, until paid in full, all membership dues and services charges

collected by the Board on behalf of the Union pursuant to the provisions of this Agreement. The foregoing shall also apply to any reasonable legal fees and expenses incurred by the Board, and any back pay liability or other damages imposed upon the Board, in any Teachers' Tenure Act proceeding which may be initiated by the Board in order to implement the provisions of this Article.

- (f) The Union will provide the Board a copy of its Process for Resolution of Objections, and any changes to the Process.

**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 Principal. 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 Principal shall investigate the grievance. As part of this investigation, the Adult Education Principal 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 Principal 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.

When the grievance involves a suspension without pay or a discharge, within ten (10) working days after delivery of the Superintendent's decision, the Union may request the service of the State Mediator's office. Should such a request be made, the parties will utilize the services of a State Mediator as designated by the Michigan Employment Relations Commission to facilitate the resolution of the grievance. Neither party may be represented by legal counsel. The mediation will be non-binding.

**ARTICLE 8. FULL TIME/PART TIME EMPLOYEES**

- a. Full-time employees are those employees who regularly work 24 or more hours per week between 8:00 a.m. and 3:00 p.m.

- b. Part-time employees are those employees who are regularly scheduled to work less than 24 hours per week between 8:00 a.m. and 3:00 p.m.

**ARTICLE 9. EVALUATION**

Teachers who have a probationary or continuing tenure status under the Michigan Teacher Tenure Act will be evaluated consistent with the Act and the Districts' policies. Teachers who are not on probationary status or tenured under the Act will be evaluated consistent with the District's policies. Evaluation forms will be those utilized for P-12 DFT members.

**ARTICLE 10. 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 11. POSTING AND FILLING OF VACANCIES**

- a. Posting of Vacancies

The Employer shall post all bargaining unit positions by delivering them to the Union President.
- b. Filling of Vacancies

If a bargaining unit member applies for a vacancy in the Adult Education program, the District will consider the applicant's certification, qualifications, job performance and seniority when filling the position. This section does not guarantee that a bargaining unit member will be selected to fill the position.

**ARTICLE 12.           REDUCTION IN FORCE**

- 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 12a. 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 13.           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 sixteen (16) 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).
  
- d.     Members of the Unit who also teach in the P-12 program will be paid for absences for required attendance at one (1) P-12 parent teacher conference each semester.
  
- 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.

**ARTICLE 14. PREPARATION TIME**

Each full-time employee shall receive thirty (30) minutes preparation time for each day he/she teaches.

**ARTICLE 15. SNOW DAYS/ACT OF GOD DAYS**

Employees shall not be required to report to work on these days. The school district shall have the right in accordance with state law to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of instruction.

Employees shall be paid for the first two days defined above. The rescheduling of such days shall not entitle employees to additional compensation.

**ARTICLE 16. 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 17. HEALTH BENEFITS**

Employees who have one year's service and are not eligible for other health care coverage may enroll in the Board's Health Alliance 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 as of September 1, 2000.

**ARTICLE 18. SALARY SCHEDULE**

<b>2006-2007 School Year</b>		<b>2007-2008 School Year</b>		<b>2008-2009 School Year</b>	
Step 1	\$17.00	Step 1	\$17.00	Step 1	\$17.00
Step 2	\$19.00	Step 2	\$19.00	Step 2	\$19.00
Step 3	\$21.00	Step 3	\$21.00	Step 3	\$21.00
Step 4	\$23.00	Step 4	\$23.00	Step 4	\$23.00
Step 5	\$25.00	Step 5	\$25.00	Step 5	\$25.00
Step 6	\$26.00	Step 6	\$26.00	Step 6	\$26.10
Step 7	\$27.00	Step 7	\$27.10	Step 7	\$27.25
Step 8	\$28.15	Step 8	\$28.25	Step 8	\$28.40
Step 9	\$29.25	Step 9	\$29.50	Step 9	\$29.70
Step 10	\$30.50	Step 10	\$31.00	Step 10	\$31.50

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

**ARTICLE 19. HOLIDAYS**

There shall be seven (7) paid holidays in 2006-07, 2007-08, and 2008-09 as follows:

2006-07

Labor Day	Monday	September 4, 2006
Thanksgiving	Thursday	November 23, 2006
Thanksgiving	Friday	November 24, 2006
Winter Break	Monday	December 25, 2006
Winter Break	Monday	January 1, 2007
Spring Break	Friday	April 6, 2007
Memorial Day	Monday	May 28, 2007

2007-08

Labor Day	Monday	September 3, 2007
Thanksgiving	Thursday	November 22, 2007
Thanksgiving	Friday	November 23, 2007
Winter Break	Tuesday	December 25, 2007
Winter Break	Tuesday	January 1, 2008

Spring Break	Friday	March 21, 2008
Memorial Day	Monday	May 26, 2008

2008-09

Labor Day	Monday	September 1, 2008
Thanksgiving	Thursday	November 27, 2008
Thanksgiving	Friday	November 28, 2008
Winter Break	Thursday	December 25, 2008
Winter Break	Thursday	January 1, 2009
Spring Break	Friday	April 10, 2009
Memorial Day	Monday	May 25, 2009

**ARTICLE 20. DURATION OF CONTACT**

This Agreement shall be effective on July 1, 2006 and shall continue in full force and effect until midnight of June 30, 2009. After March 1, 2009, 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.

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

For the Board  
of the School District of the  
City of Dearborn

For the Dearborn Federation  
of Teachers

\_\_\_\_\_  
John Burl Artis, Superintendent

\_\_\_\_\_  
Kevin Harris, DFT President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date