

**AGREEMENT BETWEEN
THE DEARBORN BOARD
OF EDUCATION**



**AND THE
DEARBORN FEDERATION
OF SCHOOL EMPLOYEES**



**NOON HOUR LUNCHROOM
SUPERVISORS**

2006-2009

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

Article XXXVII - Noon Hour Lunchroom Supervisors

Employment conditions for all Noon Hour Lunchroom Supervisors (excluding supervisors, administrators, guards, confidential employees, and all other employees) shall be as follows:

A. Seniority

1. Each Noon Hour Lunchroom Supervisor's seniority date will be the same as their date of hire as a noon hour supervisor. Seniority accrued as a noon hour supervisor shall not be carried into any other classification.
2. New noon hour supervisors hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. The ninety (90) working day probationary period shall be accumulated within not more than one (1) year from the first day worked. The Employer shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance.

B. Grievance Procedure

A grievance is a complaint by a noon hour supervisor and/or the Union concerning any alleged violation of this Letter of Agreement.

Step 1: The noon hour supervisor will first discuss the grievance with the Principal on an informal basis. The noon hour supervisor may be accompanied by a Union representative.

Step 2: If the matter is not resolved at Step 1, the noon hour supervisor will submit in writing their grievance to the Director of Human Resources. This grievance must be submitted to the Human Resources Department within ten (10) working days of the occurrence of the grievance. The Human Resources Director's decision will be forwarded to the grievant within ten (10) working days.

Step 3: Within fifteen (15) working days after the delivery of the Human Resources Director's decision (or the Human Resources Director's designee), the grievance may be appealed to the Superintendent. The Superintendent or his designee, will conduct a formal grievance hearing and reduce to writing a final and binding decision no later than fifteen (15) working days after such hearing.

Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the grievance procedure within the same time which would have been allotted had the decision been given. Failure to process the grievance within the time limits set forth above shall bar the grievance. Failure to appeal a decision to the next step within the time limits set forth above shall constitute acceptance of the last written decision and shall bar further action on that particular grievance.

C. Recall and Layoff

1. When a reduction in force becomes necessary, the employer shall determine the number of noon hour supervisors to be reduced and at what schools those reductions in force should best occur.
2. Probationary noon hour supervisors will be first to be laid off.
3. The least senior noon hour supervisors in each school shall be the next ones to be displaced.

D. Work Rules and Regulations

The noon hour supervisors shall be governed by the Work Rules and Regulations for all noninstructional staff employed by the Dearborn Board of Education.

E. Absence for Illness

Each noon hour supervisor will be entitled to three (3) sick days per year with pay, to be credited to their sick leave bank on September 1 of each contract year. These days shall be cumulative and will be used for illness. Beginning September 1, 2008 each noon hour supervisor will be entitled to one (1) additional day per year with pay to be credited to their sick leave bank on September 1 of each contract year.

F. Personal Business

All noon hour supervisors are entitled to one (1) day off per year with pay for personal business, which day shall not be accumulated, provided the employees notify their supervisors in advance of taking such day off. Personal business days not used prior to the end of the school year shall be added to the employee's accumulated sick leave days. Beginning September 1, 2007 all noon hour supervisors are entitled to one (1) additional day off per year with pay for personal business.

G. Worker's Disability

The employer will furnish worker's disability compensation benefits to be paid upon injury consistent with State of Michigan regulations regarding same.

H. Cardiopulmonary Resuscitation Training

As a condition of continued employment, each bargaining unit member will be required to satisfactorily complete cardiopulmonary resuscitation training (CPR) as provided by the employer.

I. Holidays

Noon Hour Supervisors will receive one day's pay at the regular straight time hourly rate, Exclusive of shift premium and overtime pay and premium beginning the second year of employment if hired before March 1st of the school year in which they are hired for the days listed below. In order to qualify, the employee must work the last scheduled working day prior to and the next scheduled working day after such holiday. Notwithstanding the above, any employee who has worked his or her last scheduled work day prior to the Labor Day holiday, and the Tuesday after Labor Day shall be eligible for Labor Day pay.

P-12 2006-07 Holidays

Labor Day	Monday	September 4, 2006
Thanksgiving	Thursday	November 23, 2006
Thanksgiving	Friday	November 24, 2006
Winter Break	Thursday	December 21, 2006
Winter Break	Monday	January 1, 2007
Martin Luther King Day	Monday	January 15, 2007
Spring Break	Friday	April 6, 2007
Memorial Day	Monday	May 28, 2007

There will be eight (8) holidays for the 2007-08 and 2008-09 school years. The union and the Board will negotiate the dates upon determination of the school calendar for those years.

J. School District shutdown

Absences due to a district wide shut down, as solely determined by the Superintendent of Schools, which makes it impossible for an employee to report to work, shall be paid by the employer.

K. Hourly Rates: Effective with ratification of this agreement:

<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
2006-07	\$7.96	\$8.64	\$8.98	\$9.34	\$9.92	\$10.22		
2007-08	\$7.96	\$8.64	\$8.98	\$9.34	\$9.92	\$10.22	\$10.42	
2008-09	\$7.96	\$8.64	\$8.98	\$9.34	\$9.92	\$10.22	\$10.42	\$10.58

L. Employee Advisory Teams

The noon hour supervisors will participate as part of the DFSE Food Services Advisory Team referenced in Letter of Agreement #15 of the DFSE labor agreement.

M. Tuition Reimbursement

Effective September 1, 2000, noon hour supervisors with the following seniority will be eligible to apply for reimbursement of Henry Ford Community College tuition for academic courses they have completed during each fiscal year as follows:

3 years seniority: \$225 per fiscal year per employee

4 years seniority: \$325 per fiscal year per employee

5 years seniority: \$425 per fiscal year per employee

In order to receive reimbursement for academic courses, the noon hour supervisor must comply with the following:

1. Submit a completed form (as provided by the Board) for approval by the Human Resources Supervisor prior to the beginning of each course.
2. Arrange for an official transcript to be mailed to the Department of Human Resources on or before September 30 of the following year indicating completion of the pre-approved courses with a grade of C or better.
3. Submit valid receipts demonstrating proof of payment to the Department of Human Resources on or before September 30 of the following year.
4. Payment will be made within thirty (30) days after the filing deadline. Any noon hour supervisor who voluntarily resigns or retires from the district will not be eligible for reimbursement. Noon hour supervisors, qualified under A or B above, who are laid off and subsequently recalled must work at least one full year to be entitled to tuition reimbursement.

N. Transfers

Noon Hour Supervisors who wish to transfer from one location to another may submit a letter of intent stating the building location to which they seek to transfer.

Requests to transfer will be considered by the administrator in charge of the building identified in the letter of intent. However, the decision to accept or deny a transfer will remain the sole prerogative of the administrator.

This Agreement shall be effective until August 31, 2009.

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

For the Dearborn Federation of
School Employees

John Burl Artis, Superintendent

Sharon Korhonen, President

Date

Date