

**SUPPLEMENTAL AGREEMENT BETWEEN
THE HENRY FORD COLLEGE BOARD OF TRUSTEES
AND THE DEARBORN SCHOOL’S OPERATING ENGINEERS ASSOCIATION
2023-2024 through 2027-2028**

This Supplemental Agreement (“HFC Supplement”) is made and entered into on this 1st day of September, 2023, and is effective as of that date by and between the HENRY FORD COLLEGE BOARD OF TRUSTEES, hereinafter referred to as the College, and the DEARBORN SCHOOLS OPERATING ENGINEERS ASSOCIATION, hereinafter referred to as the Association. This HFC Supplement incorporates by reference the provisions of all enumerated Articles (Articles I through XXXVI) of the concurrently executed Agreement Between the Board of Education of the School District of the City of Dearborn / Board of Trustees of Henry Ford College and the Dearborn School’s Operating Engineers Association (“Agreement”) with additions and/or modifications to such provisions as set forth herein.

All enumerated Articles of the Agreement are incorporated herein without modification unless stated otherwise in this HFC Supplement. Where the provisions of this HFC Supplement conflict with or are inconsistent with any provisions of the Agreement, the provisions of this HFC Supplement shall prevail, and any resulting ambiguities shall be interpreted to give maximum effect to the provisions of this HFC Supplement with respect to any terms and conditions affecting HFC operations and procedures, HFC administration, and HFC Employees covered under the Agreement.

PURPOSE AND INTENT

A sound educational program as affects the best interests of the students at the College is a primary objective. The College and the Association mutually agree to provide the best possible education for the students at the College. To this end, the College and the Association dedicate their efforts.

The purpose of this HFC Supplement is to set forth additional and/or modified terms and conditions of employment specific to the Employees at the College and to promote orderly and peaceful labor relations for the mutual interests of the College and Employees.

The College and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

The Association agrees to continue its policy of admitting persons to membership without discrimination on the basis of race, creed, color, national origin, sex/gender, gender identity, gender expression, sexual orientation, protected disability, or marital status, and to represent equally all unit Employees. The College agrees to continue its policy of not discriminating against any Employee on the basis of race, creed, color, national origin, marital status, sex/gender, gender identity, gender expression, sexual orientation, protected disability, or organization affiliation.

The College and the Association recognize their respective responsibilities under federal, state, and local laws, and any adopted Board Affirmative Action Program relating to fair employment practices.

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Whenever gender-specific pronouns are used in the Agreement and/or this HFC Supplement, they shall be deemed to include all gender identities.

ARTICLE I - RECOGNITION

For purposes of this HFC Supplement, the College adopts the recognition clause contained in the Agreement, with specific recognition of those Employees within the bargaining unit who are employed at Henry Ford College: All Employees classified by the College as HFC Facilities Engineer, HFC Facilities Engineer - Health & Safety, and HFC East Campus Engineer B; excluding all other supervisors, teaching personnel, and all other employees. (Hereinafter referred to as “Employee(s)” in this HFC Supplement.)

ARTICLE II - GRIEVANCE PROCEDURE

The provisions of the Agreement under Article II – Grievance Procedure are replaced in their entirety with the following:

- A. A grievance is a complaint by an Employee in the bargaining unit and/or the Association concerning any alleged violation of the Agreement and/or this HFC Supplement.
- B. All grievances will be handled in the following manner:

Step 1 – Informal Stage. Within ten (10) working days of the occurrence of the facts on which a complaint or grievance is based or within ten (10) working days after a reasonable and prudent person should have discovered such facts, the Employee will file a written complaint with their supervisor. The intent of this Step 1 is to have the Employee attempt to resolve the complaint with their supervisor on an informal basis. An Employee may elect to be accompanied by an Association representative during any Step 1 meeting. The Employee’s supervisor will consider the complaint, along with any additional information provided in the informal process, and shall provide a written response to the Employee’s written complaint, with copies to the Association and the HFC Office of Human Resources.

Step 2 – If a complaint is not resolved at Step 1, an Employee may file a written grievance within ten (10) working days after delivery of their supervisor’s written Step 1 response or, if no response is provided, within fifteen (15) working days after filing the written complaint. The grievance form shall be submitted to the supervisor of the Employee’s supervisor with copies to the Association and the HFC Office of Human Resources. The form must state the precise basis for the grievance, the provisions of the contract which support the claims in the grievance, and the relief sought. A written reply from the supervisor’s supervisor will be given to the Employee within ten (10) working days with copies to the Association and the HFC Office of Human Resources.

Step 3 - Within ten (10) working days after delivery of the Step 2 decision, the grievance may be appealed in writing to the Director of Human Resources. Within fifteen (15) working days after delivery of the appeal, the Director of Human Resources, or their designee, shall

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investigate the grievance. By the end of said fifteen (15) working day period, the Director of Human Resources shall communicate the decision in writing, together with reasons, to the aggrieved Employee and to the Association.

Step 4 – Within ten (10) working days after delivery of the Step 3 decision, the Association may request the services 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 at this step of the grievance procedure. Should a resolution not be reached, or should both parties agree to bypass mediation, then the parties may proceed to arbitration.

Step 5 – If mediation does not result in resolution of the grievance, the Association may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the Director of Human Resources and the American Arbitration Association within ten (10) working days after the mediation hearing or agreement to bypass mediation. The arbitrator shall be mutually selected from the rolls of the American Arbitration Association and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the College and the Association. The arbitrator shall confine the decision to the sole question of whether there has been a violation of the Agreement and/or this HFC Supplement and, if the arbitrator finds a violation, the appropriate relief. The arbitrator's award shall be final and binding on the College and the Association and any Employee(s) involved with no appeal.

- C. If, in the judgment of the Association, a grievance affects a group or class of Employees or an obligation of the College to the Association itself, the Association may submit such grievance in writing directly at Step 2 or 3 as appropriate. The grievance must be presented within ten (10) working days of the occurrence of the facts on which the grievance is based or within ten (10) working days after a reasonable and prudent person should have discovered such facts.
- D. The time limits set forth in the above grievance procedure shall be strictly applied unless mutually agreed otherwise by the College and the Association.
1. Failure to commence to process a grievance within the time limits set forth above shall bar the grievance.
 2. 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 procedure within the same time which would have been allotted had the decision been given. Any communication hand delivered, emailed, or postmarked within the time limits and mailed to the Employee and the Association at its last known address shall be within the time limits. If a grievance is filed by the Association under section C above, no Employee need be notified.
 3. 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 future action on that particular grievance.

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- E. Any individual Employee may present a grievance through Step 4, only, and have the grievance adjudicated without intervention of the Association, not inconsistent with the terms of this Agreement, providing the Association has been given an opportunity to be present at all steps.
- F. An Association representative may be present at all steps of the grievance procedure. In the event an Association representative is not present or does not consent to the resolution of the grievance, any settlement shall not be used by either party in any other grievance or arbitration proceeding.
- G. Any agreement reached through the grievance procedure will be implemented promptly.
- H. The time limits referred to in this Article above may be waived by the mutual consent of the Association and the Administration.

ARTICLE III - GRIEVANCE PROCEDURE IN DISCHARGE CASES

The provisions of the Agreement under Article III – Grievance Procedure in Discharge Cases are replaced in their entirety with the following:

- A. When an Employee is discharged or suspended, the Employee and the Association shall be promptly notified thereof in writing by the College.
- B. A charged Employee may request a hearing to respond to the notice of discharge or suspension. Such hearing request shall be submitted in writing by the Employee or the Association within three (3) working days after notice of the discharge or suspension, and the hearing shall be conducted within three (3) working days thereafter unless the parties mutually agree otherwise.
- C. If the Employee or the Association wishes to file a grievance in connection with such discharge or suspension, they may use the grievance procedure set forth in Article II hereof, with the following exceptions:
 - 1. The grievance shall be submitted in writing, and the processing of such grievance shall commence at Step 3.
 - 2. The grievance must be presented within five (5) working days after the hearing conducted under section B above or, if no hearing was requested, within seven (7) working days of the date on which the Employee was notified of the discharged or suspension.
- D. In discharge or suspension cases only, appeal of the decision to Step 5 of the Grievance Procedure may be made by the Employee and/or the Association to the American Arbitration Association, and the fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the College and the Employee if the Employee is not represented by the Association. The provisions under Step 5 of the Grievance Procedure shall otherwise apply as set forth in Article II above.

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- E. Any Employee who is reinstated after discharge or suspension which has been adjudged to have been unjust or improper, will be returned to work on their regular job without loss of seniority rights and with full back pay less deduction of other earnings for the period in question from employment pursued in place of employment with the College as well as unemployment compensation, unless the College and Association agree otherwise or the arbitrator decides otherwise.

- F. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of the Agreement or this HFC Supplement.

ARTICLE VII - FILLING OF VACANCIES

The provisions of the Agreement under Article VII.B.7 are incorporated and modified to the extent necessary to effect the following.

When filling a vacancy in the classification of HFC Facilities Engineer:

- 1. Vacancies will be posted to the HFC Support Staff Association (“SSA”) for a period of five (5) working days regardless of whether any transfer requests are on file.
- 2. DSOEA members who bid and SSA members who apply will receive the same priority bid ranking for vacancies, provided they possess the required qualifications and abilities for the position.
- 3. A “Priority Bid Pool,” consisting of two DSOEA members and two SSA members shall be given first consideration for a vacancy. Should fewer than two DSOEA or SSA members with the requisite qualifications bid or apply, the balance of the four spots in the Priority Bid Pool may be filled with either DSOEA members or SSA members.
- 4. Employer also has the right to consider external candidates if there are less than four qualified candidates in the Priority Bid Pool.

ARTICLE IX - MISCELLANEOUS RATE ADJUSTMENTS, JOB REQUIREMENTS AND OVERTIME

The provisions of the Agreement under Article IX are incorporated except as modified below.

- A. 3. [Replaced in full with the following]

After appropriate training is provided, Employees may be required to perform minor plumbing, carpentry, electrical repairs, and other maintenance in their respective buildings as required. Engineers with additional levels of skilled trades training (associate’s degree, past experience, etc.) would be given additional opportunities to earn overtime. Qualified personnel will provide building-specific training for engineers in addition to online training opportunities.

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C. 3. *[Replaced in full with the following]*

Overtime at HFC will be performed:

1st, by the Engineer(s) regularly assigned at the HFC site where the overtime work is to be performed. The HFC Engineer B assigned to East Campus shall retain priority for engineer overtime at East Campus before Main Campus engineers; Main Campus engineers shall retain priority for engineer overtime on Main Campus.

2nd, if neither of the above can work, then a Building Operator from HFC may be offered the opportunity to work overtime as a replacement.

3rd, if none of the above can work, and overtime is still deemed necessary by management, an engineer will be called from an established list of engineers, qualified to work at HFC, available to work overtime as a replacement.

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C. 8. *[Article IX.C.8 is inapplicable at HFC.]*

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D. 2. *[Replaced in full with the following]*

All engineers employed at the College will be required to have the following minimum qualifications:

- a. City of Dearborn High Pressure Boiler Operators License.
- b. Additional training and/or certification as determined by the College, which may include HFC Energy Certification and courses in management and supervision.

3. ...

Any new promotion to any of the following classifications at HFC will require, as a primary consideration, the designated license(s):

HFC Facilities Engineer - Health & Safety	Chief Engineer
HFC Facilities Engineer HFC	1 st Class
Engineer B – HFC East Campus	2 nd Class

ARTICLE X - CLASSIFICATION OF BUILDING FOR STAFFING PURPOSES

The provisions of the Agreement under Article X are incorporated except as modified below.

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A. *[The following paragraph under Article X.A is deleted and replaced as follows]*

~~One HFC Facilities Engineer – Health & Safety, HFC Facilities Engineers will be assigned to the main campus of Henry Ford College. The HFC Facilities Engineer assigned to the weekend shift will work a four day, ten hour workweek (Friday, Saturday, Sunday, Monday).~~

HFC Facilities Engineer - Health & Safety, HFC Facilities Engineer, and Engineer B - HFC East Campus are recognized as separate classifications and are assigned to the main campus of Henry Ford College.

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B. *[Replaced in full with the following]*

In College operations positions requiring engineers, the temporary replacement of an engineer due to an absence will be made according to the following priority, insofar as possible:

- Engineers on layoff
- HFC Building Operators
- Non-engineers qualified to work the position
- Other engineers qualified to work the position (volunteer)

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

ARTICLE XI - MISCELLANEOUS

The provisions of the Agreement under Article XI are incorporated except as modified below.

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G. *[Replaced in full with the following]*

The College may develop training program(s) for HFC Employees as it deems necessary, and will consider input from the Association.

H. *[Article XI.H is inapplicable at HFC.]*

...

J. *[Replaced in full with the following]*

The College will allocate \$2,000 per fiscal year to an HFC Professional Development Fund for the purpose of reimbursing Employee expenses for Professional Development related to their current position or a promotional position at the College, as approved by HFC Facilities Services management, including professional association membership fees, continuing education, external conferences and seminars, and tuition/fees associated with obtaining and renewing certifications or professional licenses.

In order to receive reimbursement for approved Professional Development expenses, the Employee must submit documentation of the expenses and verification of conference/seminar attendance, and/or satisfactory completion of the training/certification to the Human Resources Department on or before June 30 for expenses incurred during the fiscal year. Payment will be made within 30 days after the filing deadline.

In the event the total request for reimbursement exceeds the amount allocated, payments to each Employee shall be reduced in proportion to the amount by which the total request exceeds the allocation.

Employees eligible for reimbursement from the HFC Professional Development Fund under this HFC Supplement are not eligible for reimbursement from the funds otherwise allocated under Article XI.J of the Agreement.

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K. *[Replaced in full with the following]*

Safety Shoes

Employees of the College shall receive the same safety shoe benefits as provided to HFC employees represented by the Henry Ford College Support Staff Association (“SSA”) in accordance with the HFC-SSA collective bargaining agreement then in effect.

ARTICLE XVIII - HOLIDAYS

The provisions of the Agreement under Article XVIII are incorporated except as modified below.

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B. There shall be fourteen (14) paid holidays in each fiscal year.

Monday - Friday Engineers		Weekend Engineer	
Monday, September 4, 2023	Labor Day	Monday, September 4, 2023	Labor Day
Thursday, November 23, 2023	Thanksgiving	Saturday, November 25, 2023	Thanksgiving
Friday, December 22, 2023	Winter Break	Friday, December 22, 2023	Winter Break
Monday, December 25, 2023	Winter Break	Saturday, December 23, 2023	Winter Break
Tuesday, December 26, 2023	Winter Break	Sunday, December 24, 2023	Winter Break
Wednesday, December 27, 2023	Winter Break	Monday, December 25, 2023	Winter Break
Thursday, December 28, 2023	Winter Break	Friday, December 29, 2023	Winter Break
Friday, December 29, 2023	Winter Break	Saturday, December 30, 2023	Winter Break
Monday, January 1, 2024	Winter Break	Sunday, December 31, 2023	Winter Break
Monday, January 15, 2024	Martin Luther King, Jr. Day	Monday, January 1, 2024	Winter Break
Thursday, March 7, 2024	Spring Break	Monday, January 15, 2024	Martin Luther King, Jr. Day
Friday, March 8, 2024	Spring Break	Friday, March 8, 2024	Spring Break
Monday, May 27, 2024	Memorial Day	Monday, May 27, 2024	Memorial Day
Thursday, July 4, 2024	Independence Day	Friday, July 5, 2024	Independence Day

Subsequent HFC holiday calendars, and any changes to the calendars published above shall be mutually agreed upon by the Parties and published by November 30th of the year preceding the academic year. Any changes after publication shall require mutual agreement by LOA between the Parties.

The HFC Facilities Engineer assigned to the weekend shift shall be paid at a rate of 10 (ten) hours per holiday as listed in the HFC Weekend Engineer Holiday Schedule. One 10 (ten) hour day’s pay will be paid for the Friday after Thanksgiving.

ARTICLE XIX – VACATIONS

The provisions of the Agreement under Article XI are incorporated except as modified below.

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C. *[Replaced in full with the following]*

On or prior to June 1st of each year each Employee shall communicate their desires to their immediate supervisor as to some or all of their vacation preference for the following fiscal year. Management shall determine vacation distribution in each work area during the fiscal

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year and will approve vacation schedules. Employees with the most seniority in classification will be given preference in vacation schedules, providing the resulting vacation schedule is not detrimental to the operation of the department in question. The College will post the vacation schedule prior to July 1st. Vacation requests made after June 1st will be considered without benefit of seniority for then available periods.

**ARTICLE XXI – ABSENCE FOR ILLNESS, PERSONAL BUSINESS,
EMERGENCIES OR CATASTROPHES**

The provisions of the Agreement under Article XXI are incorporated except as modified below.

HFC Facilities Engineers will schedule their own substitutes for their absences.

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A. Sick Bank Accumulation

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4. For an HFC Facilities Engineer assigned to a four (4) day, ten (10) hours per day schedule, all sick time earned will be earned at the rate of 10 hours sick leave per month actually worked. Days worked shall include days paid as holidays, vacation days, sick leave, or personal business days. Sick time used will be charged against the Employee's sick bank in hours taken off per Article XXI.B.1.

B. Sick Bank Usage

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2. *[Replaced in full with the following]*

After three (3) or more consecutive days of absence due to illness or injury, or if in the sole judgement of the Employer a pattern of continuous absence occurs, a medical certificate may be required before the Employee may return to work and before the Employee can qualify for sick leave.

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C. Personal Business

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For an HFC Employee working a four (4) day, ten (10) hour per day schedule, the Employee is entitled to forty (40) hours personal business.

D. *[Replaced in full with the following]*

Catastrophes

In the event of a catastrophe, Employees of the College shall be subject to the same Terms and conditions applicable to HFC employees represented by the Henry Ford College Support Staff Association under the catastrophe provisions of the HFC-SSA collective bargaining agreement then in effect.

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ARTICLE XXII - LEAVES

The provisions of the Agreement under Article XXII are incorporated except as modified below.

Leaves and leave extensions will be granted only upon recommendation of the HFC President and approval of the HFC Board of Trustees.

ARTICLE XXV - WORKERS' COMPENSATION

The provisions of the Agreement under Article XXV are incorporated except as modified below.

The Workers' Compensation program at HFC is administered by Human Resources.

ARTICLE XXIX WAGE RATE SCHEDULE

The provisions of the Agreement under Article XXIX are incorporated except as modified below.

Wage rates for Employees of the College shall follow the same increases across the wage ranges for each Classification as set forth in the Agreement with the following modifications:

1. For the 2023-2024 fiscal year, the percentage increase set forth in the Agreement shall first be applied, and then the wage range minimums and maximums shall be increased by an additional \$2/hour. The wage ranges shall then be adjusted to a seven (7) step wage schedule structure and the intermediary steps (Steps 2 through 6) will increase by uniform increments between the minimum step (Step 1) and the maximum step (Step 7).
2. The seven (7) step wage schedule structure shall be maintained in subsequent fiscal years and will follow the same percentage adjustments across the wage ranges for each Classification as set forth in the Agreement.

The College shall observe the same wage reopener provisions set forth in the Agreement while retaining the seven (7) Step wage schedule structure described above.

Employees shall be initially placed on the seven (7) step wage schedule as follows: Effective September 1, 2023, Employees will advance one step or be placed on the lowest step providing at least the same net increase as would have occurred advancing one step on a nine (9) step schedule, whichever is lower, unless mutually agreed otherwise by the College and the Association. Employees eligible for Step advancement shall thereafter advance on July 1 of each fiscal year.

For the College

For the DSOEA

**Mark Tade
Assistant Director
Employee and Labor Relations**

**Michael Lowe
Chief Negotiator
President, DSOEA**