

**A G R E E M E N T**

**between**

**THE BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT OF THE  
CITY OF DETROIT**

**-AND-**

**RADIO TELEVISION  
BROADCAST ENGINEERS  
LOCAL 58, I.B.E.W., AFL-CIO**

**July 1, 1997 -- JUNE 30, 1999**

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# **A G R E E M E N T**

This Agreement is effective July 1, 1994 (except as otherwise expressed herein) by and between the Board of Education of the School District of the City of Detroit, Michigan, hereinafter called the "Board" and the RADIO TELEVISION BROADCAST ENGINEERS, LOCAL UNION 58, IBEW - AFL-CIO, hereinafter called the "Union".

## **ARTICLE I - RECOGNITION**

The Board recognizes the Union as the exclusive representative, within the meaning of the Michigan Public Employment Relations Act (Act 336 of the Public Acts of 1947 as amended) of its Assistant Radio-Television Engineers, Audiovisual Technicians, Technical Assistants, all of whom are sometimes referred to herein as "Employees".

## **ARTICLE II - EMPOWERMENT**

The Union recognizes the Board's commitment to creating empowered schools which will assure maximum choice, success and rewards for students, parents and all employees.

In this regard, an empowered school shall have the authority to develop policy that deviates from contract provisions and working conditions governing non empowered schools; provided that such changes are approved by the Local School Empowerment Council (LSEC) and a majority (51%) of the affected employees represented by the I.B.E.W. in the empowered school. Employees voting for such change will be permitted to do so by secret ballot. The Union will be notified of any vote.

The bargaining representative of the employees involved may request negotiations with Labor Affairs regarding the changes made. Should the parties be unable to reach an agreement, either party may petition MERC to resolve the impasse.

- A. No bargaining unit member in an empowered school will suffer a loss of employment as a result of an action by an empowered school involving purchasing outside services.
- B. No empowered school will be permitted to pay a bargaining unit employee at less than the negotiated pay rate and fringe benefit level in the master contract.

## **ARTICLE III - JURISDICTION**

- A. IT IS AGREED between the Board of Education of the School District of the City of Detroit and the Radio, Television and Broadcast Engineers, Local 58, IBEW, AFL-CIO, to resolve disputes arising out of the decision in MERC Case No C93 D-92, that:
  - 1. The position of Chief Broadcast Engineer is within the IBEW Local 58 represented bargaining unit.
  - 2. The Chief Broadcast Engineer may be assigned to perform any bargaining unit work

including serving as chief broadcast engineer in compliance with FCC requirements assuming a position of working leadership at the station, and fulfilling other duties and responsibilities as assigned by the Deputy Superintendent, WDTR Administrator or designee.

3. The Chief Broadcast Engineer may assign overtime to himself or others out of seniority rotation to meet the emergency needs of the station, provided that the assignment of overtime shall be fair and equitable and equalized over the long run among employees desiring overtime, except that the Chief Broadcast Engineer may be assigned to work overtime irrespective of seniority rotation and equalization to perform work necessary to meet responsibilities as chief broadcast engineer pursuant to FCC requirements or responsibilities as working leader.
  4. The Chief Broadcast Engineer may be assigned to any shift at the discretion of the Deputy Superintendent, WDTR Administrator or designee.
  5. In the event of layoff or recall, shop seniority within the bargaining unit shall not be the determining factor for the Chief Broadcast Engineer where the Chief Broadcast Engineer's special skills and/or abilities are required by the station as determined by the Deputy Superintendent, WDTR Administrator or designee, in which event the Chief Broadcast Engineer may be retained or recalled out of seniority order as permitted by Article XX.
  6. The Chief Broadcast Engineer position shall not be subject to the requirements of Article 22A. The Deputy Superintendent, WDTR Administrator or designee shall consider all applicants for the position from inside and outside the bargaining unit and shall identify and fill the position with the most qualified applicant. Where the Deputy Superintendent, WDTR Administrator or designee identifies equally qualified applicants, bargaining unit seniority shall be the deciding factor.
  7. These provisions will only apply to the position of Chief Broadcast Engineer, the present incumbent will continue in that position, and these provisions will apply to him and any other person in the Chief Broadcast Engineer position in the future.
  8. The incumbent Chief Broadcast Engineer's wage rate shall be minimum \$40,051.00 maximum \$43,909.00 and any increments and future negotiated increases.
  9. The Board shall reimburse IBEW Local 58 for union dues for this position from January 1993 to date, in the amount of \$634.29.
- B.** The work of Assistant Radio TV Engineers in the unit includes the following: all work in connection with the installation, disconnection and re-installation (except construction work consisting of conduits and primary power wiring), operation and maintenance of radio

broadcast, television, voice, facsimile, re-broadcast equipment belonging to and/or used by the Employer at WDTR and/or the television studios, by means of which electricity is applied in the transmission or transference, production or reproduction of voice, sound and vision, and including the cutting and processing of records and transcriptions of all types (wires, video, tape, audio tapes, etc.). This will not prevent the Board from outsourcing to companies whose specialized equipment involves maintenance contracts. Assistant Radio TV Engineers will assist in monitoring the Board's electronic mass communication intern program.

- C. The work of Technical Assistants in the unit includes the following: devising mechanical production aids, the building maintenance, repair, placement and other operation in connection with backgrounds, platforms and other structures forming a part of the scenery of the set picked up by the cameras and the handling of all spotlights and other lights or devices used to light television scenery of the Employer's TV station. Operation of Radio Station WDTR, Radio Control Room and remote equipment, threading and operating reel to reel, and cartridge tape machines, recording playback of pre-recorded tapes, transcriptions, cassettes and cartridges.
- D. The work of Audiovisual Technicians in the unit shall include all of the following: assist in the instruction of co-op students, in shop or in the school of enrollment, in aspects of audiovisual technical service; the pick-up, repair, maintenance, and return of the various audiovisual and related specialized equipment (both portable and fixed) owned, used or on loan within the Detroit Public School System; such as (but not limited to) 16mm and 8mm sound and/or silent projectors, 35mm filmstrip and/or slide, opaque, stereopticon, and overhead projectors, tripod and wall screens, record players, card readers, copiers (except those on lease with maintenance agreements) portable and fixed public address equipment, AM-FM radios, television receivers, closed circuit TV systems, television antenna distribution systems, electronic language/ business laboratories; the installation, alteration, inspection, delivery, and demonstration of new and/or assigned equipment, the providing of projection screen information for certain repairs, moves or installation; the hanging or replacement of screens, the instruction of others in the setting up and/or operation of equipment, the implementation of preventive maintenance programs as directed, the performance of other functions related to the overall program, including the processing of forms, etc., and keeping abreast of advances in electronics and inservice techniques. Repairs are to be made in or on school buildings when practical and frequently will be on an emergency basis. Complex repairs shall be made in the audiovisual technical service shop. It shall be the responsibility of the Board to continue to make every reasonable effort to furnish up-to-date service information in the following manner:
1. Three (3) copies of applicable schematics, service literature, illustrated lists, wiring and riser and block diagrams, etc., are to be furnished to the Audiovisual Technical Service Department for any of the following:

- a. Fixed audiovisual equipment and/or installations in both new and existing buildings.
  - (1) Central public address systems
  - (2) Local sound systems
  - (3) Electronics laboratories
  - (4) Multi-media systems
  - (5) Television antenna distribution systems
- b. All new portable audiovisual equipment whether purchased by specification or not. The general specification for audiovisual equipment is always applicable and particularly so on equipment ordered without specification numbers. Applicable literature is to be delivered to 55 W. Canfield, as soon as possible.

E. "The work of Security Electronics Technician in the unit includes the following: all work in connection with the installation, troubleshooting, repair, service, disconnection and reinstallation of various portable and fixed electronic devices such as but not limited to; audio recording equipment, video recording equipment, mobile and hand held transceivers, metal detectors an surveillance equipment, site and vehicle radio repeaterf systems, closed circuit video systems, proprietary alarm equipment and mobile communications equipment."

The parties agree to establish a student co-op program administered by a joint committee. Students successfully completing the co-op program shall receive placement credit in the apprenticeship program in the same manner as military service or trade school experience.

The parties agree that the union will be notified and requested to provide input in the vocational curriculum at any vocational center participating in the co-op program.

The work of Technical Assistant (Security Electronics) in the unit includes: all work and duties associated with assisting the Security Electronics Technician including but not limited to the following: Skillfully route and install wiring as needed to effectuate the installation of a proprietary security system; perform appropriate alarm system initialization procedures; execute first echelon repairs of alarm system equipment on the job site and/or at the department repair shop; instruct school and department staff in operation of alarm system equipment operation; execute preventive maintenance programs as directed; operate some portable test devices as may be needed in the maintenance of alarm equipment; perform other related duties and responsibilities as may be assigned.

F. The members of this bargaining unit acknowledge the previous good faith efforts of the supervisory group of this department in maintaining the conditions outlined in paragraph 1 above.

- G. In the event the Audiovisual Technical Services Department is not able to service any of the equipment referred to in paragraph "D" above and this inability seriously curtails the learning process or achievement level in the programs depending upon the use of any of these audiovisual devices, the Board may then, upon proper notification to the Union, solicit the services of outside vendors who may be equipped to perform these services.
- H. Within budgetary limits, the Board shall send members of this bargaining unit, including Radio-TV Engineers, to schools operated by the manufacturer and/or vendor for instruction in the servicing of Board-purchased equipment. This does not preclude the conduct of workshops by other members of this unit or other employees who are qualified in these areas.
- I. Technical Assistant (Security) and Security Electronics Technician language of duties and job descriptions shall be drafted by the parties.

#### **ARTICLE IV - RESIDENCY**

Effective December 1, 1979, all members new to the bargaining unit shall establish and maintain residency within the limits of the City of Detroit as a condition of employment. Upon promotion into another bargaining unit or entry into another bargaining unit, individuals in this unit shall be subject to the provisions of the applicable agreement.

#### **ARTICLE V - WORK DAY**

- A. Assistant Radio Television Engineers, Radio and Television Assistants, and selected Security Electronics Technician personnel shall be assigned to a seven (7) day operation. The normal work week shall consist of five (5) days, eight (8) hours per day. Days off shall be consecutive. When practicable, technicians shall have a choice of shifts in order of seniority.

A shift differential of thirty cents (\$.30) per hour shall be paid to Assistant Radio Television Engineers, Radio and TV Technical Assistants, Security Electronics Technicians. Audiovisual Technicians' and Technical Assistants' normal work week consists of five (5) days (Monday - Friday) and eight (8) hours a day.

- B. Work sheets for the following day shall be given out thirty (30) minutes before the end of the working day with the last five (5) minutes used as load-up time. All hours worked in excess of forty (40) hours in one week shall be paid at the rate of time and one-half. Overtime on Sundays and holidays, occasioned by weather or some other emergency condition which cannot be predicted in advance, shall be at double time rates. It is understood that prior notice cannot be given to an employee under these conditions. This clause does not apply to work done under Community Use of School permits. The Union shall receive a written explanation regarding any overtime which is not paid within two (2) periods of the date earned.



- C. **Call-In-Time:** In the event that personnel who are members of this bargaining unit are ordered to report at times other than their usual working day in order to meet emergency situations, the employee shall receive, as approved and authorized by the Audiovisual Technical Services Department and Radio and Television Engineers, the time and one-half rate of pay for actual time worked or a minimum of four (4) hours straight time, whichever is greater. Such call-in provision shall not, however, apply for continuous overtime hours worked prior to or after termination of the employee's regular work shift. However, a two (2) hour minimum is guaranteed for authorized overtime work on Saturdays, Sundays and holidays at the appropriate rate. Any employee off ill during a work day, shall not be allowed call-in time on that day.
- D. The present arrangements which have been in effect for hours of summer employment shall be maintained during the life of this Agreement.
- E. Coffee breaks shall be of fifteen (15) minutes duration; one in the A.M. and one in the P.M.
- F. **Scheduled Change:** An Assistant Radio Television Engineer or Technical Assistant or Security Electronics Technician requested to change his/her time of reporting for a shift, who is given less than a forty-eight (48) hour notice, shall be compensated at the rate of two dollars (\$2.00) per hour for each hour of change. A minimum of two dollars (\$2.00) will be paid.

**Turn Around:** If an employee does not receive a rest period of fifteen (15) hours from the end of one shift until the time of reporting for the next shift, said employee shall be paid at the appropriate premium rate for the first eight (8) hours worked.

**Overtime:** Time and one-half shall be paid an Assistant Radio Television Engineer or Security Electronics Technician or Technical Assistant who works on his/her established first day off. A minimum of four (4) hours shall be paid.

Time and one-half shall be paid an Assistant Radio Television Engineer or Technical Assistant who works on his/her established second day off.

- G. **Emergency Weather Conditions - Ten-Month Employees:** Scheduled days of student attendance that are cancelled because of conditions not within the control of authorities shall be rescheduled when the district is unable to meet the State mandatory requirements. When the cancelled days become less than the State requirement for student attendance, ten-month employees shall not be paid for those days. Those days will be rescheduled with the employees being paid the pay period following the make-up days.

Rescheduling of days shall not affect annual salary, compensation or other benefits provided within this Collective Bargaining Agreement.

## **ARTICLE VI - AGENCY SHOP**

- A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within sixty (60) days of the effective date of the provision or within sixty (60) days of the date of hire by the Board, whichever is later, become members; or in the alternative, shall within sixty (60) days of the effective date of this provision or within sixty (60) days of their date of hire by the Board, whichever is later, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members. This provision is effective October 1, 1970.
- B. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).
- C. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues (or fees.)
- D. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
- E. The Union agrees that in the event of litigation against the Board, its agents, or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents, or employees for any monetary award out of such litigation.
- F. The Board shall deduct from the pay of each employee, from whom it receives an authorization to do so, the required amount of fees for payment of Union dues and/or service fees.
- G. Such fees, accompanied by a list of employees from whom they have been deducted and the amount, shall be forwarded to the Union no later than thirty (30) days after the deductions have been made.

## **ARTICLE VII - PROHIBITION AGAINST STRIKES**

There shall not be any strike action of any type engaged in or encouraged by the Union during the life of this Agreement.

The Union will take affirmative steps to discourage and prevent a strike by any of its members.

## **ARTICLE VIII - SHOP STEWARDS**

The Union shall submit to the Department of Labor Affairs the name of a shop steward and assistant

steward as appointed by the Business Manager of the Union. Stewards' functions may be performed during regular working hours with no loss of time or pay, upon approval of the employee's immediate supervisor.

Any unreasonable denial of such approval may be the subject of a grievance.

#### **ARTICLE IX - GRIEVANCE PROCEDURE**

- A. A "grievance" for the purpose of this Agreement, shall mean a complaint by an employee: (1) that there has been a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement, or (2) that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees. As used in the Article, the term "employee" shall mean any member of the bargaining unit and shall also mean a group of employees having the same grievance.
- B. Any grievance which is not appealed within the time periods herein specified shall be considered settled on the basis of the last answer and not subject to further review unless the time period is extended by mutual agreement.  
Grievances of employees shall be presented and adjusted in the following manner:

##### **Step 1**

- a. The employee with a grievance may first discuss the matter with his/her immediate supervisor directly or accompanied by his/her Union representative, with the object of resolving the grievance informally.
- b. In the event the grievance is not settled informally, then the employee shall, within seven (7) working days from the date of occurrence of the grievance, submit the grievance in writing to his/her immediate supervisor and the Union representative. Said immediate supervisor shall issue a written reply to said grievance within ten (10) working days after the receipt of the grievance, with a copy to the Union representative.

However, in the event that a grievance is filed which involves a matter which is directly under the administration of a local school administrator, then this administrator shall respond as the immediate supervisor.

- c. The immediate supervisor of all employees in Audiovisual Technical Services is the administrative head of Audiovisual Technical Services. The immediate superior of the Radio Engineer at Educational Broadcasting is the Director of Radio-TV Education. The immediate superior of the Technical Assistants at Educational Broadcasting is the Director of Radio-TV Education.

##### **Step 2**

In the event the said grievance is not settled in Step 1, the employee, with the approval of the Union, may within seven (7) working days of the receipt of the

answer from the designated superior, submit the grievance, in writing, to the next Chief Operations Officer. In the case of a school-related grievance, the next administrative level shall be the Chief Operations Officer of the area involved.

If this is a department-related grievance, it shall be directed to the appropriate administrator:

- (1) If in AVTS, to the Executive Director of Administrative Services.
- (2) If at any other department location where members of this bargaining unit are employed, to the administrator in charge of Curriculum Services.

The designated administrative head at this level shall issue a written reply to said grievance within ten (10) working days after receipt of the grievance, with a copy to the Union representative.

If the answer of the administrative head at this level is not acceptable to the Union, the Union may, at this step of the grievance procedure, request a meeting to discuss the grievance. Pursuant to such written request, a meeting shall take place within five (5) working days from the date an agenda is received from the Union by the appropriate administrator or his/her designated representative. This time may be mutually extended by the parties. The appropriate administrator or his/her designated representative shall have five (5) working days from the date of the meeting to re-affirm or modify his/her original answer to the grievance and to submit such disposition to the Union representative.

### **Step 3**

If the grievance is not resolved at the previous step, the Union may, within seven (7) working days of the receipt of the answer, appeal the grievance to the Chief Executive Officer or his designated representative who shall, within fifteen (15) working days of receipt of such grievance, submit a written answer to such grievance with a copy to the Union representative.

### **Step 4**

If the Union is dissatisfied with the decision of the Board of Education, the Union may, within twenty (20) regular working days:

- a. Submit any grievance under this Agreement to advisory arbitration under the labor arbitration rules of the American Arbitration Association, at the equal expense of the parties.
- b. Or, if the Union so requests, the Board or its representative will meet further with the Union to consider, fairly and in good faith, any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation, and binding arbitration.

### **Special Conferences**

Special conferences for important matters will be arranged between the Local Union representative and the Board, or its designated representatives, upon the request of either party. Such meeting shall be between no more than five (5) and at least two (2) representatives of each party to the Agreement.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the conference as requested. Matters taken up in special conferences shall be confined to those included in the agenda. Such conferences shall be held within seven (7) calendar days after the request is made. This time limit may be extended if mutually agreed to by both parties.

In the event the problem cannot be solved within the framework of the special conference committee, the committee may then direct that a grievance be submitted at the level mutually agreed to be suitable for its presentation.

Two (2) representatives of the Board and two (2) representatives of the Union shall meet on the first Wednesday of each month for the purpose of discussing union grievances, Board policies, and problems in regard to this Agreement. The meeting date may be changed or the meeting cancelled with the concurrence of the parties.

### **ARTICLE X - INFORMATION**

The parties shall make available to each other, upon request, any and all information, statistics, and records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

### **ARTICLE XI - EMPLOYEES' RIGHTS**

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.

The Union and its members shall have the right to use school building facilities at reasonable hours for meetings which do not interfere with the assigned functions of the employees involved or the regular school program.

Bulletin boards and other established media of communication shall be made available to the Union and its members upon reasonable prior request. Copies of material posted or disseminated through Board channels shall be made available to a designated administrator.

### **ARTICLE XII SAFETY**

The Board shall continue to make reasonable provisions for safety of members of this bargaining unit who are required to maintain or install equipment in exposed areas where some questions of safety may be involved. This shall include the present Board safety policy of assigning two (2) men to roof locations and high voltage equipment so long as the same safety precautions are necessary.

### ARTICLE XIII - INSURANCE; RETIREMENT

- A. **Hospital-Medical-Surgical:** Effective October 6, 1975, Hospital-Medical-Surgical insurance shall be subsidized for regular employees and their dependents by the Board of Education in the same amounts previously agreed upon by the Board of Education and the Detroit Federation of Teachers. Any additional cost of Hospital-Medical-Surgical insurance for regular employees and their dependents shall be paid by the Board, effective October 6, 1976.

Employees must apply for coverage within sixty (60) days of initial employment or during open enrollment periods.

- B. **Improvements:** Effective October 6, 1975, Hospital-Medical Surgical insurance benefits have been improved by availability of a program which includes:

Semi-Private Room, 365 Days of Coverage, 45 Days of coverage for TB-Nervous & Mental Conditions, Dependent Children Coverage through age 25, Medical-Surgical Care, No Member's Liability on Radiological Therapy, X-Rays, EKG's and Laboratory tests, and Master Medical \$50 Deductible with 80-20 Co-Pay as described Blue Cross-Blue Shield of Michigan. Effective December 1, 1980, a \$3.00 Co-Pay Prescription Drug Rider shall be added to the health insurance benefit.

- C. **Hospital-Medical-Surgical Insurance Options:** Effective October 6, 1975, a regular employee may elect to apply the Hospital-Medical-Surgical insurance subsidy for himself and dependents to coverage under Blue Cross-Blue Shield of Michigan, Health Alliance Plan or HMO, Michigan Plan. The subsidy shall not exceed the cost of the Blue Cross-Blue Shield of Michigan program. All non-emergency hospital admissions will be pre-authorized by the health care administrator. Length of stay will also be predetermined and monitored for those hospital admissions that are approved. Hospital stay can be extended where medically necessary. Employees must apply for coverage within sixty (60) days of initial employment or during open enrollment periods.

- D. Effective December 1, 1981, the Board shall provide full family subsidy for both health and dental insurance for regular employees. Employees must apply for coverage within sixty (60) days of initial employment or during open enrollment periods.

- E. The Board will not change any of the above insurance benefits, except after consultation and, where necessary and appropriate, negotiations with the Union.

- F. A representative from Local 58, IBEW, shall be included in the membership of the Joint Administration-Employee Groups Committee on fringe benefits and other conditions common to all Board employees.

- G. Effective September, 1987, the Board shall provide full family optical coverage for all bargaining unit members. The Board shall select the carrier.
- H. **Life Insurance:** Effective January 1, 1976, the amount of life insurance shall be \$10,000. Effective September 1, 1987, the amount of life insurance shall be \$15,000 for persons actively employed with the Board; those persons who have retired shall have a pre-paid policy of \$1,000.
- I. **Retirement:** Effective the first full pay period in April, 1976, the Board shall make the first five percent (5%) contribution to the State of Michigan Employees Retirement System of the School District of the City of Detroit for members of this bargaining unit.
- J. **Terminal Leave Pay:** Upon retirement with a retirement allowance in accordance with the qualifications established by the Michigan Public School Employees' Retirement System - School District of the City of Detroit, an employee will be paid an amount not to exceed one-half (1/2) his/her unused sick leave days, with a maximum allowance of 35 days pay. The estate of a bargaining unit member who dies during the term of this Agreement shall receive terminal pay calculated on the same basis if he/she had retired.
- K. **Health Care**
1. Effective December 22, 1992, all new hires will be required to pay ten percent (10%) of the premium cost.
  2. A preferred provided organization (PPO) plan for prescription drugs and laboratory testing shall be implemented prior to January 1, 1993 for those members who have selected Blue Cross-Blue Shield. HMO's will not be included unless it can be shown that there is a cost savings involved.
  3. **Opt-Out Plan**  
OPT-OUT: Employees who are already covered by a health care plan offered by an employer other than the Board can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the Board, may each enrollment year at the time of the enrollment period, opt out from Board coverage and for said enrollment year receive a \$900 payment from the Board as payment in full. Once an employee opts out for a given year, the employee will not be able to receive the Board's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternate coverage. If the employee returns to the Board's coverage under the conditions just stated, the employee shall pay back prorated the said \$900 payment provided herein. The \$900 will be paid for each enrollment year that the employee elects to opt out under this provision. Effective during the enrollment period of October, 1995 the Opt-Out payment shall be increased from \$900 to \$1,200.

**ARTICLE - XIV - LEAVE POLICY, EMPLOYEE DEATH, SICK BANK  
CATASTROPHE BANK**

- A. Effective July 1, 1981, twelve-month employees in this unit shall receive sick leave of 17 days a year, to be earned at the rate of .65 days for each bi-weekly pay period worked.

Sick leave for unit members **HIRED AFTER BOARD APPROVAL OF THIS AGREEMENT** shall accumulate in a single bank at the rate of one (1) day per month in their first year of employment and one one-fifth (1.20) days per month for a four (4) year period. Starting in the fifth (5<sup>th</sup>) year, the employee will earn .65 sick day per bi-weekly pay period with a limit of 200 days.

- B. The present leave policy of the Board, including the Personal Leave policy, shall continue; except that for leave in case of death, immediate family shall be expanded to include father-in-law and mother-in-law.
- C. **Employee Death:** Upon the death of an individual in the unit, currently on the Board payroll, his/her estate or survivor legally entitled to receive monies due the employee shall be paid all monies to which the beneficiary of the employee is entitled pursuant to then existing Board of Education policy.
- D. As it affects regular employees of the Board covered by this Agreement, the Board will not change any of the above policy except after consultation and, where necessary and appropriate negotiations with the Union.
- E. Any employee covered by this Agreement whose sick bank is exhausted after an extended illness may borrow additional sick days against further sick leave, subject to the following schedule:
1. Upon application, the employee with five (5) years service may borrow five (5) sick days.
  2. Upon application, the employee with ten (10) years service may borrow fifteen (15) sick leave days.
  3. Upon application, the employee with fifteen (15) years service may borrow twenty-five (25) sick leave days.

In all cases, upon termination of employment, the employee shall repay the school system any amount owed for such leave days advanced under this policy.

- F. **CATASTROPHE BANK:** When an employee's sick leave bank has reached the current allowance maximum, there shall be established a "Catastrophe Bank" into which all days



over the maximum shall be placed. When an employee has used all days accumulated in his/her sick bank for an illness/disability extending more than six (6) months, he/she may then draw from the "Catastrophe Bank" to the extent he/she has made contributions to said bank. (The employer may require medical evidence of the illness/disability).

- G. Absences Due to Work-Related Assaults:** Absences resulting from work-related assaults will not be charged against the sick leave bank, even though the regular gross earnings of the employee shall be maintained. Regular gross earnings shall be maintained during the period of disability, but not subsequent to the receipt of the following categories of benefits, for which the employee shall apply: (1) Michigan Public School Employees Retirement System (MPSERS) - normal or disability retirement benefits or (2) Social Security - normal or disability benefits. Failure of an employee to apply for such benefits shall disqualify the employee from further receipt of assault pay benefits under this section. Annual Worker's Compensation benefits, normal retirement or disability benefits (1) above or Social Security benefits (2) above, paid relative to the same disability may be offset by the Board against assault pay benefits, payable under this section.

#### **ARTICLE XV - VACATION AND HOLIDAYS**

- A.** Effective December 1, 1976, all regular employees covered by this Agreement shall receive vacation with pay as follows:

From the date of hire until the completion of one year of service (earned on the basis of 0.19 per pay period)

**= up to 5 days**

From the beginning of the 2nd year of employment through the completion of the 3rd year of employment (earned on the basis of 0.38 per pay period)

**= up to 10 days**

From the beginning of the 4th year of employment through the completion of the 15th year of employment (earned on the basis of 0.57 per pay period)

**= up to 15 days**

From the beginning of the 16th year of employment through the completion of the 16th year of employment (earned on the basis of 0.61 per pay period)

**= up to 16 days**

From the beginning of the 17th year of employment through the completion of the 17th year of employment (earned on the basis of 0.65 per pay period)

**= up to 17 days**

From the beginning of the 18th year of employment through the completion of the 18th year of employment (earned on the basis of 0.69 per pay period)

**= up to 18 days**

From the beginning of the 19th year of employment through the completion of the 19th year of employment (earned on the basis of 0.73 per pay period)

**= up to 19 days**

From the beginning of the 20th year of employment through the completion of the 20th year

of employment (earned on the basis of 0.77 per pay period)

= **up to 20 days**

From the beginning of the 21st year of employment through the completion of the 21st year of employment (earned on the basis of 0.80 per pay period)

= **up to 21 days**

From the beginning of the 22nd year of employment through the completion of the 22nd year of employment (earned on the basis of 0.84 per pay period)

= **up to 22 days**

From the beginning of the 23rd year of employment through the completion of the 23rd year of employment (earned on the basis of 0.88 per pay period)

= **up to 23 days**

From the beginning of the 24th year of employment through the completion of the 24th year of employment (earned on the basis of 0.92 per pay period)

= **up to 24 days**

From the beginning of the 25th year of employment through the completion of the 25th year of employment (earned on the basis of 0.96 per pay period)

= **up to 25 days**

Vacation must be taken during the year earned or in the following year.

- B.** Vacations will be taken in a period of consecutive work days. Vacation time may be split into one or more weeks up to the amount of vacation time earned provided such scheduling does not unreasonably interfere with the operation of the department.

Vacation days will require written request three (3) working days in advance of the time desired. An employee shall be allowed to request one (1) emergency vacation day on an annual basis.

- C.** All regular employees covered by this Agreement shall be paid for the following holidays: Independence Day, Labor Day, Veteran's Day (afternoon only), Thanksgiving Day, the Day following Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on Sunday, Monday shall be observed as the holiday.

- D.** If during the life of the Agreement, additional holidays are provided which are generally applicable to all Board employees, the day(s) shall also be provided to employees covered under this Agreement.

- E.** If a holiday occurs during an employee's scheduled vacation period, he/she shall be given an additional day of vacation in lieu of the holiday. Before scheduling of this additional day, the supervisor will consult with the employee to reach mutual agreement.

- F.** Whenever possible, employees with the greatest seniority will be given priority regarding their choice of vacation time.

- G. If an employee becomes ill during his/her vacation, the vacation time will be rescheduled, provided verification of illness is made by the employee's physician to the Board Medical Office and the employee's administrator.

#### **ARTICLE XVI - JURY DUTY**

**Jury Duty:** An employee who is absent because he/she is performing jury duty shall be paid the difference, if any, between his/her regular salary and the remuneration he/she receives as a juror. In the event an employee in this bargaining unit is directed by the Board of Education to appear at a trial or proceeding as a witness on its behalf, such employee shall not lose time or pay.

#### **ARTICLE XVII - ATTENDANCE AT CONVENTIONS**

A Union member or members selected to attend a NAB or NAEB convention shall be allowed time off the job to attend such convention, pursuant to the present Board policy as outlined in Teacher's Bulletin #4, regarding attendance and shall not result in any curtailment in service or operation in the work locations affected by such an absence.

#### **ARTICLE XVIII - SALARY SCHEDULE AND CONCESSIONS**

- A. Effective July 1, 1997, all bargaining unit employees shall receive a three percent (2%) increase for all hours worked.
- B. Effective July 1, 1998, all bargaining unit employees shall receive a three percent (2%) increase for all hours worked.
- C. An individual is eligible for acting status after serving in a position where the incumbent has been absent for twenty-five (25) consecutive work days. Once the acting status is in effect, the person will be paid at the first step of the acting classification or at the next higher step in the acting classification than his/her current rate, whichever is greater.

#### **ARTICLE XIX -- EQUAL EMPLOYMENT OPPORTUNITY-NON-DISCRIMINATION**

There shall be no discrimination against any person in this bargaining unit in employment or in Union membership because of race, sex, age, religion, color, creed, or national origin. The parties will work together to assure equal employment opportunities, and to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment to the above persons in all phases of the employment process.

#### **ARTICLE XX - LAYOFF AND RECALL**

- A. In the event a layoff is necessary, at least ten (10) working days' notice shall be given. The Board, in determining which employees are to be laid off, retained, and/or recalled, shall use shop seniority within the bargaining unit unless the Union Representative has first been advised of deviation because of the need for special skills and/or abilities. In the event this decision is questioned by the Union, the Union shall immediately request that a committee be

convened consisting of at least two (2) members from the Board and two (2) members from the Union.

This committee shall meet within seventy-two (72) hours of this request, and shall recommend to the Office of Personnel that this exception be sustained or denied before any action is taken. Shop seniority shall be established as of the starting date of the department. Article XX shall be also applicable with regard to recall. However, in most cases, the last employee laid off shall be the first employee recalled.

**B. Unemployment Benefits**

Effective January 1, 1975, employees in this bargaining unit shall be covered by the provisions of Act 104 of the Public Acts of 1974, which provided for unemployment benefits for employees in the public sector.

**ARTICLE XXI - PERFORMANCE EVALUATION**

Each member of the unit will be evaluated by his/her supervisor once annually. The evaluation will be based generally on the following parameters:

1. Performance of Duties
2. Absenteeism
3. Tardiness

The employee being evaluated shall receive a copy of the evaluation.

**ARTICLE XXII - PROMOTIONS, VACANCIES, AND NEW POSITIONS**

- A.** In the event of newly created positions, vacancies, or additional placement in a position within the bargaining unit, present employees shall be given the opportunity to be promoted or transferred on the basis of shop seniority unless ability is in question. In the event, a selection committee which shall consist of at least one representative from the bargaining unit, shall make the selection. New employees to the bargaining unit, whether temporary or permanent, shall be placed only after complying with the existing testing and qualifications required by the Board of Education. An up-to-date seniority list, showing both department seniority and Board seniority, shall be supplied to the Union and shall be posted at least once annually.
- B.** The Board shall continue the present departmental policy of hiring or transferring persons into the position of Assistant Radio-TV Engineer, who comply with the existing testing procedures and hold a valid F.C.C. First (1st) Class Radio Telephone License. In the event the applicant does not hold a valid F.C.C. 1st Class License, such as the promotion of a Radio-TV Trainee, the Board representative and Union representative shall agree on the applicant's condition of probation and period of time the individual has in order to comply with the license requirement.

C. There shall be a ninety (90) calendar day probationary period for all new employees. They shall be rated by their administrative head with a copy to the employee. Rating shall be on:

1. Performance of Duties
2. Attendance
3. Tardiness

Employees shall be placed on the seniority list as of the first day of employment upon completion of ninety (90) calendar days of service. There shall be no obligation on the part of the Board to retain any new employee within the ninety (90) calendar day period, and a new employee shall have been deemed to have attained competency only on being placed on the seniority list. All benefits shall be received from date of hiring.

#### **ARTICLE XXIII - PARKING**

The present policy regarding parking at the Irving site shall be maintained. At three (3) month intervals, the Board and the Union may review this policy for possible expanded use of this facility.

#### **ARTICLE XXIV - SERVICE COORDINATOR**

The Senior Audiovisual Technician shall be defined as the service coordinator on behalf of the immediate department head, for all audiovisual technicians of the bargaining unit.

#### **ARTICLE XXV - TOOL ALLOWANCE**

Effective December 1, 1979, Audiovisual Technicians, Senior Audiovisual Technicians and Security Electronics Technicians shall receive a twenty-five dollar (\$25) monthly tool and equipment carrying allowance, however, employees who carry such tools and equipment for less than ten (10) days in any month (because of new assignment, sickness, vacation, etc.) shall receive a prorated amount of the twenty-five dollars (\$25), based upon the actual number of days such tools and equipment were carried for the Board of Education.

#### **ARTICLE XXVI - PERSONAL MAIL**

U.S. mail personally addressed to members of this bargaining unit shall be handled in a manner consistent with existing Federal Postal Regulations. This shall not be construed to mean that items of information sent to addresses of their position or occupation with the Board shall become their private property and shall not be available to the department or to other offices of the Board. Board mail addressed to the Union steward shall be delivered to him/her unopened.

#### **ARTICLE XXVII - PERSONAL PROPERTY LOSS; REPLACEMENT OF TOOLS**

1. A fund in the amount of five hundred dollars (\$500) for the duration of this Agreement shall be established from which employees of the bargaining unit may be reimbursed for approved claims not to exceed one hundred dollars (\$100) for personal property loss due to

the theft of malicious damage of tools, equipment or clothing in a school facility. Personal property shall be identified as items normally worn or carried into a school building by an employee of this bargaining unit in the normal course of his/her work. Tools shall be identified as those normally used in the course of his/her work.

Claimants must provide the proper Board office with the number of the Theft and Damage Report filed with the school and the report filed with the Detroit Police Department. It shall also be the duty of the claimant to provide the Board with purchase information which will indicate the purchase place, date and price of the article involved.

Reimbursement shall also be limited to those items which are not covered by an existing insurance policy or for which the carrier has denied responsibility. Cash is specifically exempted as an article for which reimbursement may be claimed.

2. In the event that payment for willful or malicious damage to an employee's automobile while on Board of Education business is extended to another bargaining unit, the majority of whose members drive, this same benefit will be granted to employees covered by this bargaining Agreement.
3. **Replacement of Tools:** The Office of Administrative Services shall make every effort within the limitations of its budget to replace Board tools stolen or broken and to provide new tools for the repair and service of newly acquired audio-visual equipment.

#### **ARTICLE XXVIII - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Consistent with the terms of this Agreement:

- A. The Union recognizes the prerogatives of the Board to operate and manage its affairs in all respects in accordance with its responsibilities.
- B. The Board reserves the right to discipline and discharge for just cause. The Board shall have the right to determine reasonable schedules of work and to establish the method and processes by which such work is performed and any other reasonable provision that allows the department to effectively provide service for the Board, provided they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of these provisions.
- C. The employer shall not discipline, up to discharge, any employee without cause and discipline shall be in accordance with written work rules except that no prior discipline or warning need be imposed on any employee before such employee is disciplined, up to discharge, if the misconduct is the result of negligent behavior of the employee which has been demonstrated to have caused injury to a student.

## **ARTICLE XXIX - GENERAL**

- A. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union, and employees in the bargaining unit; and in the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- B. The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and the United States, except as limited by this Agreement. The Board agrees, however, that except as those working conditions incorporated in this Agreement (which may be changed only by mutual consent), no change in present working conditions which have been set forth in writing in: (a) Proceedings of the Board of Education, or (b) the Administrative Handbook will be made effective without notification to the Union, and consultation with it respecting such proposed change. Such notification will be given as far in advance of the effective date of any such proposed change as is reasonably possible, with the objective of affording the Union an opportunity, if it has objections to any such proposed change, to resolve such objections with the Board or its representative before any such proposed change is made effective. However, the parties both recognize the possibility that emergency situations may arise in which prior notification and consultation is not feasible.

## **ARTICLE XXX - DURATION OF AGREEMENT**

This Agreement shall take effect on July 1, 1997, and remain in full force and effect through June 30, 1999, and thereafter, shall be renewed from year to year unless either party hereto shall notify the other party, in writing, at least ninety (90) days prior to June 30, 1999, of its desire to change in any way or terminate this Agreement.

Such written notice shall be sent by registered or certified mail to the other party. In the event of notice by either party to change and/or terminate, and no agreement on such change is reached prior to June 30, 1999, the parties may mutually agree to extend this contract for specified periods during the continuation of negotiations.

**FOR: The Board of Education of  
the School District of the  
City of Detroit, Michigan**

**FOR: Radio and Television  
Broadcast Engineers,  
Local Union #58, IBEW**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

Approved and adopted by action of the Board of Education on  
June 27, 1995.

**By:** \_\_\_\_\_  
HON. IRMA CLARK  
PRESIDENT  
BOARD OF EDUCATION

**By:** \_\_\_\_\_  
KATHLEEN SMITH, Ed.D.  
SECRETARY OF THE BOARD



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**SETTLEMENT AGREEMENT**

**BETWEEN**

**THE SCHOOL DISTRICT  
OF THE CITY OF DETROIT**

**AND**

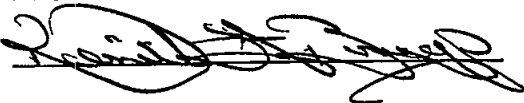
**THE RADIO TELEVISION  
BROADCAST ENGINEERS  
LOCAL 58, I.B.E.W.**

**Final Settlement Agreement  
Between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
I.B.E.W., Local 58**

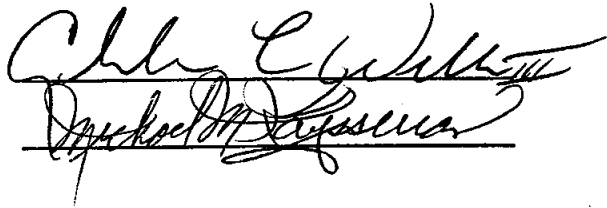
It is hereby agreed by and between the School District of the City of Detroit and the Radio & Television Broad Cast Engineers, I.B.E.W., Local 58, in final settlement of all outstanding issues under negotiation, as follows:

1. The parties' new Collective Bargaining Agreement, the terms of which are fully set forth herein, shall be in effect for the period of July 1, 1999 through June 30, 2003;
2. All provisions of the expired Agreement (July 1, 1997 – June 30, 1999)<sup>1</sup> not specifically changed herein are carried forward into this Agreement.
3. This Agreement consists of numbered pages 1- 25 and initialed by the parties' chief negotiators.

For the Radio Television Broadcast  
Engineers, Local 58, I.B.E.W.:



For the School District of the City of Detroit:



Date: 5-12-00

Date: 5-12-00

APPROVED:

  
David Adamany  
Chief Executive Officer

Date:

5/25/2000

<sup>1</sup> The 1997-99 Collective Bargaining Agreement consists of the printed 1994-97 Collective Bargaining Agreement as modified by the Tentative Agreement of the parties dated April 22, 1999.

**Settlement Agreement  
between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
Local 58, I.B.E.W.**

**CONTRACT CLEANUP - (Revised)**

1. Delete all references to "General Superintendent", "School Board", "Human Resources", "Fiscal Services" and "Educational Services"
2. Replace with "Chief Executive Officer" and "Appropriate Administrator" or "Appropriate Administrative Unit."

**Settlement Agreement  
between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
Local 58, I.B.E.W.**

**RESIDENCY**

**Add New Sentence:**

"This provision will sunset with the effective  
date of the change in state law."

**Settlement Agreement  
between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
Local 58, I.B.E.W.**

**GRIEVANCE PROCEDURE (Delete entire section)**

**Replace with:**

A sincere attempt shall be made to resolve any difference by oral interview between the grievant or grievants or the Union and the principal for employees regularly assigned to schools or the applicable unit head for employees not regularly assigned to schools before the difference becomes formalized as a grievance. If an issue cannot be resolved informally, it shall be settled in accordance with the following procedures:

**Step 1**

Complaints, grievances, or disputes arising out of the operation and interpretation of this Agreement shall be presented to the Principal/Unit Head or his representative within ten (10) working days from the time that the event took place or within ten (10) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance.

Upon receipt of the grievance, the principal or the applicable unit head shall arrange for a conference within five (5) working days after receipt of the grievance.

The grievant may be heard personally and may request representation by the Union. The Union will be afforded the opportunity to be present at any grievance hearing.

The principal or the applicable unit head shall render a decision and communicate it in writing to each grievant, the Union, and the DPS Office of Labor Contract Management within five (5) working days after the completion of the conference.

**Step 2 – Appeal to Chief Executive Officer**

Within fifteen (15) working days after receipt of the decision of the principal or the applicable unit head, the Union may appeal to the Chief Executive Officer (through the Office of Labor Contract Management) the decision rendered by the principal or the applicable unit head. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the principal or the applicable unit head.

The Chief Executive Officer or his/her designated representative shall meet with the parties concerned within fifteen (15) working days after receipt of the appeal request. Within fifteen (15) working days after the conference, the Chief Executive Officer shall render a written decision which shall be forwarded to the Union, and the principal or the applicable unit head.

### **Step 3 – Arbitration**

If a grievance is not satisfactorily settled at Step 2, the Union may, within twenty (20) working days file for arbitration in accordance with the following:

- a. In writing submit to the other party a Demand For Arbitration of any grievance under this Agreement to final and binding arbitration. If the parties are unable to agree upon an arbitrator within seven (7) working days of notice to arbitrate, the party demanding arbitration shall refer the matter to the Michigan Employment Relations Commission, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute at his discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.
- b. Or, if either party so requests, Board and Union representatives will meet further to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation. In Steps 1 and 2 any decision not appealed to the next step of the grievance procedure within fifteen (15) working days from the date a written decision is furnished in accordance with the provisions set forth above, unless an extension is agreed upon in writing shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual, written consent.

#### **Procedures for Grievances Not Under the Jurisdiction of the Principal or Applicable Unit Head**

The Union shall submit any such grievance in writing to the Chief Executive Officer through the Office of Labor Contract Management within fifteen (15) working days following the act or condition which is the basis for the grievance.

The Chief Executive Officer, or his/her designated representative, shall meet with the concerned parties. Within fifteen (15) school days after receipt of the grievance, the Chief Executive Officer shall render a written decision which shall be forwarded to the Union. The decision of the Chief Executive Officer may be appealed to arbitration under the provisions of Step 3 above.

#### **General Grievance Powers**

If the Union fails to abide by any timeline or deadline contained in this section, the grievance shall be considered resolved. Timelines or deadlines may be waived or extended only by the mutual agreement of the parties.

The resolution of all grievances shall be in accordance with the procedures which are a part of this Agreement. If the grievant fails to appear at a scheduled grievance conference scheduled at the Union's request, the grievance shall be considered resolved.

The attendance or presence at any grievance conference of any person who is not a party to the grievance, a necessary witness, a necessary administrative staff member, or a Union representative shall not be permitted.

All grievances shall be processed confidentially. Neither party shall reveal information nor make any statement concerning the grievance to any person not a party to the grievance while the grievance is being processed.

**Settlement Agreement  
between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
Local 58, I.B.E.W.**

**DISCHARGE, SUPERVISION and DISCIPLINE (New Language)**

Consistent with "Just Cause" discipline procedures will be determined by the Chief Executive Officer. Such procedures will include:

- Section A:** The bargaining unit member must be notified in advance in writing of the purpose of a conference or hearing with the administrator or unit head when discipline is contemplated. Such notice must include the statement of charges and/or work rule violation(s). The notice must also state that the bargaining unit member has the right to union representation.
- Section B:** Unless mutually agreed to by the parties, the hearing or conference of the bargaining unit member will be held no later than thirty (30) days from the date the investigation upon which the charges are based is concluded. The person bringing charges cannot chair a hearing. A written summary including the decision will be provided to the affected unit member. If it is serving in a representative capacity, a copy to the Union will also be provided.
- Section C:** Disciplinary action taken against bargaining unit members considered improper by the member or the Union may be grieved in accordance with the grievance procedure as contained in this Agreement.



**Settlement Agreement  
between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
Local 58, I.B.E.W.**

**LAY-OFF RECALL**

**New Language:**

In the event, the District deems it necessary, unit members will be considered laid off at the end of the third (3<sup>rd</sup>) day of a work stoppage by another bargaining unit, unless otherwise notified by the Chief Executive Officer.

**Settlement Agreement  
between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
Local 58, I.B.E.W.**

**PERFORMANCE EVALUATION**

The employer shall evaluate employees at least once a year using an established form. After consultation with the Union, the employer will provide a performance evaluation tool which will include but will not be limited to the following performance factors:

- Job Knowledge and Skill
- Quality of Work
- Efficiency of Work
- Attendance
- Team Effort and Leadership

Such evaluations shall be discussed in a conference between the employee and his/her administrator/supervisor. Employees retain the right to grieve a contested evaluation, to place rebuttal information in their file and to have copies of any and all items placed in their personnel records both at the local school and the central system.

**Settlement Agreement  
between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
Local 58, I.B.E.W.**

**ARTICLE XXII – PROMOTIONS, VACANCIES AND NEW POSITIONS (Revised)**

**A. Promotions - Eligibility Pools**

1. Upon request from the site administrator, the Department of Human Resource Management and Planning shall post an Announcement for a specific vacancy. This posting will include all qualifications necessary to fill the vacancy. Persons wishing to apply must submit applications in accordance with the directives outlined in said announcement.

(Note: A prospective candidate can apply for a vacancy which demands a lower classification, but cannot apply for a vacancy for which he/she is not deemed eligible).

Unit members currently employed by the District, who wish to apply for a vacancy will be classified in the eligibility pool as either a voluntary transfer or promotion. In addition to the eligibility requirements identified in the announcement, a current employee's eligibility will also be predicated on the following:

- He/she must not presently be charged with a disciplinary infraction;
- He/she must not have been penalized for a disciplinary infraction for at least one year (12 months prior to the date of posting the announcement);
- He/she must have received a satisfactory job performance evaluation during the last rating period; and/or,
- If the selection to fill the posted vacancy will result in a voluntary transfer for the applicant, he/she must not have been previously granted a voluntary transfer within the preceding one year (12 months prior to the date of posting the announcement);
- He/she must have passed the promotional examination.

Applicants who are not currently employed by the District must satisfy the statutory and District employment policy requirements for employment in addition to the eligibility requirements identified in the announcement.

2. a. When candidates for a position have been identified, applicant pools will be prioritized in the following order:

- 1) Except as otherwise required by law (including court and arbitration decisions), displaced persons, e.g. due to reconstitution, returns from leaves, other than Workers' Compensation, and F.M.L.A.
  - 2) Voluntary transfers;
  - 3) Promotions; and,
  - 4) Prospective employees
- b. Individual applicants within the pools identified as one, two and three above will be prioritized by seniority, within their respective pool.
  - c. The Department of Human Resource Management and Planning will identify the five top applicants for each vacancy consistent with the priorities cited above.
3. Selections for each vacancy will be as follows:
- The Department of Information Systems Management shall interview the five applicants.
  - Failure on the part of the Department of Facilities Management and Capital Improvements to submit a recommended candidate within thirty (30) days, will result in the Department of Human Resource Management and Planning assigning the most senior candidate from the five applicants presented for interview.

**B. Exceptions**

Notwithstanding the provisions of this article, exceptions may be made to the above procedures to comply with applicable laws, including court and arbitration decisions.

**Settlement Agreement  
between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
Local 58, I.B.E.W.**

**NOTICES TO UNIONS**

The Union will receive copies of all policies and procedures adopted by the District.

The District will supply the Union with a list of the names, addresses, file numbers and job locations of new employees.

**Settlement Agreement  
between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
Local 58, I.B.E.W.**

**A. WAGES**

1. Effective July 1, 1999, bargaining unit members, shall receive a base wage increase of two percent (2%) wage increase.
2. Effective July 1, 2000, all bargaining unit members shall receive a base wage increase of two percent (2%) wage increase.
3. Effective July 1, 2001, all bargaining unit members shall receive a base wage increase of two percent (2%) wage increase.
4. Effective July 1, 2002, all bargaining unit members shall receive a base wage increase of two percent (2%) wage increase.

**E. SALARY SCHEDULES (new language)**

1. For any unit member who is currently paid at the maximum rate of the salary schedule provided in of this Agreement, the unit member's right to receive the pay adjustment for the next school year that has been negotiated between the parties shall be denied if the unit members fails to meet the attendance criteria according to the School District of the City of Detroit Attendance Standard of 96% (at least ten (10) days for 12 month employees; at least eight (8) days for 10 month employees).
2. A unit member's right to receive the following year's pay adjustment negotiated between the parties shall be reinstated when the unit member is in compliance with the School District of the City of Detroit Attendance Standard for a period of 12 months.
3. The following shall not count as absences under the School District of the City of Detroit Attendance Standard for purposes of this section: (1) absences which qualify as entitlements under either the Family and Medical Leave Act (FMLA) or Workers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; (9) two (2) emergency days as defined in this Agreement. When a unit member's qualifying absence under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences under the School District of the City of Detroit Attendance Standard; and (10) earned vacation days.
4. Disputes about absences arising from FMLA claims may be appealed to the District's medical or civil rights offices.

Disputes about absences arising from Workers' Compensation claims may be appealed to the District's Office of Risk Management.

All other disputes about absences may be appealed through the grievance process identified in the collective bargaining Agreement.

If an employee is denied a salary rate increase and based on further determination it is found that the employee is not in violation of the School District of the City of Detroit Attendance Standard, then the employee will be made whole for any previous salary rate increases which the employee was denied under this provision.

**Settlement Agreement  
between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
Local 58, I.B.E.W.**

**Article XVIII - LONGEVITY**

**Add:**

The Schedule of payment of longevity pay will be determined by the Chief Executive Officer no later than December 31.



**Settlement Agreement  
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**DENTAL INSURANCE**

The annual maximum per eligible family member for Class I and Class II benefits shall be increased to \$1500 a year.

**Settlement Agreement  
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**MILEAGE**

For each school year, the mileage rate shall reflect the rate that is used by the Internal Revenue Service for tax purposes.

All unit members who are directed to use their own vehicles during regular working hours will qualify for mileage reimbursement.

**Settlement Agreement  
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**GENERAL**

The School District of the City of Detroit reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and the United States. In addition, the School District of the City of Detroit reserves the right to govern and manage the District in all respects, except as to limitations on the right to govern and manage that are specifically set forth in this Agreement. However, all District policies and procedures of which the Union has notice and which do not conflict with the Collective Bargaining Agreement are part of the Collective Bargaining Agreement. The parties both recognize the possibility that emergency situations may arise in which prior notification is not feasible.

The parties will meet annually to identify those practices which conflict with the Collective Bargaining Agreement and/or District policy. Only practices identified and agreed to may be relied upon as a defense for purposes of grievances or arbitrations.

This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the District, the Union, and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

**Settlement Agreement  
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Local 58, I.B.E.W.**

**APPEAL TO MEDICAL OFFICE DECISION (New Language in Article XIV)**

The decision of the Medical Office in this Article is binding except that if an employee is not satisfied with the decision of the Board Medical Office, as to his/her ability or inability to work, the employee must appeal the decision of the Medical Office within three (3) business days from the receipt of the medical report under the following conditions:

The School District of the City of Detroit and the Union shall mutually agree within ten (10) business days as to who the appropriate specialist shall be. The employee shall consult the designated specialist and the School District of the City of Detroit shall pay one-half (1/2) of the cost of the evaluation and the employee shall pay the other half. Within twenty (20) business days the specialist shall furnish a report relative to his/her evaluation to the School District of the City of Detroit, to the Union and to the employee. The determination of the specialist shall be final and binding as to whether the employee is able or unable to return to work. The time limits specified in this procedure may be extended by mutual agreement.

Failing agreement by the District and Union on selection of the appropriate specialist, the employee's physician and the District's Medical Examiner shall select the appropriate specialist.

Appeals to this procedure will be made to the Office of Labor Contract Management.

**Settlement Agreement  
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Local 58, I.B.E.W.**

**HOLIDAY PAY**

A bargaining unit member shall be eligible for the paid holiday, provided he works either the day scheduled before and the day scheduled after such holiday, or is receiving sick pay, other than personal business.

**Settlement Agreement  
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**CONTRACTUAL WORK**

Pursuant to MCLA 423.215 SEC 15, delete Article II Paragraph A.

**Settlement Agreement  
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Local 58, I.B.E.W.**

**HOLIDAYS**

Martin Luther King holiday will be added to the paid holidays indicated in Article XV

Vacation and Holidays.

**LETTERS**  
**OF**  
**UNDERSTANDING**



**Letter of Understanding  
between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
Local 58, I.B.E.W.**

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**DISCIPLINARY ACTION BECAUSE OF ABSENTEEISM**

By their signatures below, the parties' representatives agree with the statement captioned below.

The intent of this statement is to clarify existing contractual language and personnel practices, and is not intended to alter existing contract language or practices.

"The parties agree that the Board may implement a schedule of discipline based upon suspected abuse of sick bank by any unit member subject to the just cause provision."

When negotiations are completed, District representatives will meet with the Union to review the District's work rules, including work rules related to absenteeism.

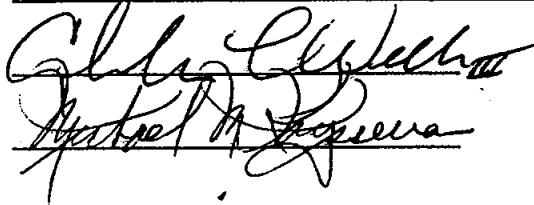
For the Union:



\_\_\_\_\_  
\_\_\_\_\_

Date: 5-12-00

For the School District of the City of Detroit:



\_\_\_\_\_

Date: 5-12-00

**Letter of Understanding  
between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
Local 58, I.B.E.W.**

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The parties will meet to discuss the implementation of direct deposit of paychecks to local banking institutions and frequency of paychecks.

For the Union:

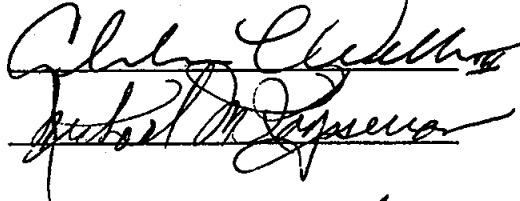


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Date: 5-12-00

For the School District of the City of Detroit:



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Date: 5-12-00

**Letter of Understanding  
between  
The School District of the City of Detroit  
and  
The Radio Television Broadcast Engineers  
Local 58, I.B.E.W.**

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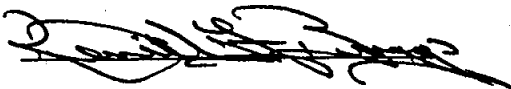
By their representatives' signatures below, the parties agree to review all health care benefits currently offered to the unit members.

A Joint Union-Management Committee of all signatories, including a third party consultant, who specializes in the area of employee benefits, shall be formed by a date to be agreed to by the Parties during the 1999-2000 school year. The third party consultant shall serve in an advisory capacity only. The joint committee shall only reach agreement on the specification of benefits. The benefits specified are to be equivalent in coverage and benefits presently offered to the unit members.

If the signatories cannot agree on the specified benefits, each party will present its proposal to a third party arbitrator who will be limited to the selection of the Union proposal or the District proposal.

Once the benefit package is defined, it will be bid by the District following its normal purchasing guidelines.

For the Union:

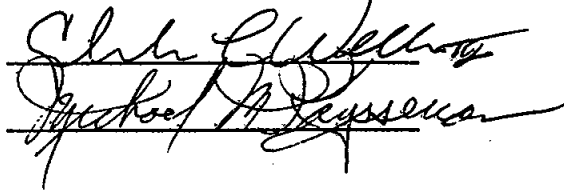


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Date: 5-12-00

For the School District of the City of Detroit:



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Date: 5-12-00

April 19, 1999

**BOARD OF EDUCATION PROPOSAL**

- TO -

**I.B.E.W.**

**By their representatives' signatures, the parties agree to amend the July 1, 1994 to June 30, 1997 collective bargaining Agreement as indicated below.**

**BOARD OF EDUCATION PROPOSAL**

**- TO -**

**I.B.E.W.**

**Proposal # 1**

**ARTICLE XVIII – SALARY SCHEDULE AND CONCESSIONS**

Effective July 1, 1997, the salary schedules and formulas for the Radio & Television Broadcast Engineers (IBEW) unit for the 1997-98 school year shall be increased by two percent (2%).

Effective July 1, 1998, the salary schedules and formulas for the Radio & Television Broadcast Engineers (IBEW) unit for the 1998-99 school year shall be increased by two percent (2%)

**BOARD OF EDUCATION PROPOSAL**

- TO -

**I.B.E.W.**

**Proposal # 3**

**ARTICLE XIV – LEAVE POLICY, EMPLOYEE DEATH, SICK BANK,  
CATASTROPHE BANK**

- A. Sick leave for unit members **HIRED BEFORE BOARD APPROVAL OF THIS AGREEMENT** shall accumulate in a single bank at the rate of seventeen (17) days per year with a limit of 200 days.

**NEW LANGUAGE**

Sick leave for unit members **HIRED AFTER BOARD APPROVAL OF THIS AGREEMENT** shall accumulate in a single bank at the rate of one (1) day per month in their first year of employment and one and one-fifth (1.20) days per month for a four (4) year period. Starting in the fifth (5<sup>th</sup>) year, the employee shall earn .65 sick day per biweekly pay period with a limit of 200 days.

## **BOARD OF EDUCATION PROPOSAL**

**- TO -**

**I.B.E.W.**

### **Proposal # 4**

#### **ARTICLE IX – GRIEVANCE PROCEDURE**

\*Matters that are not grieved within 30 working days from time of notification of incident to management will not be recognized as grievable.

- Step 1      Immediate Supervisor (Board response within ten (10) working days)
- Step 2      Chief Operations Officer (Board response within ten (10) working days)
- Step 3      Chief Executive Officer (Board response within fifteen (15) working days)
- Step 4      Arbitration (Union may file within twenty (20) working days of receipt of decision of Chief Executive Officer.)

**PROPOSAL**  
**BOARD OF EDUCATION**  
**- TO -**  
**I.B.E.W.**

**ARTICLE XXVIII**

**#5. (New) C.**

The employer shall not discipline, up to discharge, any employee without cause and discipline shall be in accordance with written work rules except that no prior discipline or warning need be imposed on any employee before such employee is disciplined, up to discharge, if the misconduct is the result of negligent behavior of the employee which has been demonstrated to have caused injury to a student.



**BOARD OF EDUCATION PROPOSAL**

**- TO -**

**I.B.E.W.**

**PROPOSAL #8**

**Letter of Agreement**

The parties agree to create a Joint Sick Leave Committee to study and make recommendations, subject to ratification by the parties, to reduce overall sick leave utilization. The Committee shall be composed of representatives of the parties and the Detroit Public Schools Office of Labor Contract Management.