

A G R E E M E N T

BETWEEN

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

-AND-

**THE GREATER DETROIT
BUILDING TRADES COUNCIL
AFL-CIO**

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<FOREPERSONS>

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JULY 1, 1999 -- JUNE 30, 2003

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A G R E E M E N T

This Agreement is effective the first day of July, 1994 (except as otherwise stated herein/or/in Appendix "A", which is attached) by and between the Board of Education of the School District of the City of Detroit (hereinafter referred to as the District) and the Greater Detroit Building Trades Council (herein-after referred to as the Council), on behalf of the School District of the City of Detroit Forepersons listed in Appendix "A".

ARTICLE I - RECOGNITION

In accordance with the provisions of Act 176 of the Public Acts of 1939 as amended and Act 336 of the Public Acts of 1947 as amended by Act 379 of the Public Acts of 1965; and pursuant to recognition granted by the Board of Education of the School District of the City of Detroit to the Greater Detroit Building Trades Council, AFL-CIO Building and Construction Trades Department on June 24, 1969, the District recognizes the Council as the sole and exclusive bargaining representative of its Forepersons listed in Appendix "A", all of whom are hereinafter referred to as "Employees."

ARTICLE II - RESIDENCY

Effective March 10, 2003, this provision will cease to apply.

ARTICLE III - WORKING RULES

- A. The District and the Council shall develop reasonable working rules pursuant to which all employees in the unit shall perform their assigned functions.
- B. The regular work week is Monday through Friday. Regular work days are Monday, Tuesday, Wednesday, Thursday, and Friday. Regular work hours are 7:30 a.m. to 4:00 p.m. on any of the regular work days; but the District and each craft union, by mutual agreement, may establish other regular work hours consistent with the regular work hours of a particular craft as negotiated by the Council or the craft union with the contractors of the area.
- C. Forepersons in this unit who carry "beepers" shall be required to punch in on MARS only at the beginning and end of the working day.
- D. On days when snow or other emergency conditions result in an announcement that schools will be closed, each employee covered by this Agreement will be expected to report for work if not personally notified to the contrary.

ARTICLE IV – EMPLOYEE RECORD OF DISCIPLINARY ACTION

All records of disciplinary action shall be removed from employees personnel file after employee is discipline free for twenty-four (24) months with the following exceptions:

- Destruction of property
- Fighting
- Fraternization
- Stealing
- Substance abuse
- Threats of violence
- Civil Rights Violations
- And Any Terminal offense

ARTICLE V - GRIEVANCE PROCEDURE

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 formally, it shall be settled in accordance the following procedures:

A. 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 the (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 School District of the City of Detroit, Office of Labor Contract Management within five (5) working days after the completion of the conference.

B. 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.

C. 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:

1. 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) 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.
2. Or, if either party so requests District 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 Step 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.

D. 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 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.

E. 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 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.

ARTICLE VI - EQUAL EMPLOYMENT OPPORTUNITY

The District and the Council (and its affiliated local unions) agree to a policy of equal employment opportunity for all persons in all phases of District employment. The Council and its affiliated local unions pledge that there shall be no discrimination in any manner whatsoever against any individual because of his/her sex, race, color, religion, national origin, or ancestry. The Council shall take affirmative action to make individuals of minority races and religions aware of the opportunities for apprenticeship training which will occur from time to time by notifying the School District of the City of Detroit, Bureau of Apprenticeship accepted.

The parties acknowledge the need to, and therefore agree to, accelerate their efforts to obtain a larger number of minority group members as apprentices and as a part of the journeyman work force of the School District of the City of Detroit.

The Council and/or its affiliated local unions shall meet with those representatives designated in writing, by the District to discuss the apprenticeship program, and the steps taken or which will be taken to assure equal employment opportunity in the apprenticeship program.

The representatives of the District and the Council and/or affiliated local unions shall meet to determine the regularity of such meetings. The parties shall cooperate in the establishment of

career day programs and other school community projects designated to locate and interest students to pursue to the building trades as careers.

ARTICLE VII - SENIORITY

- A. Seniority is defined as the length of an employee's service in a craft or department with the District.
- B. Employees in this bargaining unit shall be eligible for unemployment benefits in accordance with the provisions of Act 104 of the Public Acts of 1974 which provides for employees in the public sector.

ARTICLE VIII - INFORMATION

The District shall make available to the Council, upon request, any and all available information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. Pursuant to this clause, a seniority list, including a day count, will be provided for each craft requesting such seniority list.

ARTICLE IX - WAGES

Building Trades Forepersons

- A. Wages for members represented by the Building Trades Council will be as follows:
 - 1. Effective July 1, 1999, all 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.
- B. Wages for Site Management Forepersons shall be as follows:

Effective August 25, 1984, the hourly rate for the following Site Management classifications will be increased or maintained in the following manner:

Laborer Forepersons --
\$.15 above the Wire Guard Fence Worker.

Assistant Forepersons, Landscape --
\$.30 above the Teamster Welder.

Assistant Forepersons, Wire Guard Fence Worker --
\$.30 above the Teamster Welder.

Assistant Forepersons, Licensed Drain Layer --
Maintain \$1.00 differential above Assistant

Forepersons, Landscape rate

Assistant Forepersons, General-Landscape --
\$.50 above the Assistant Foreperson, Licensed

Drain Layer

Sub-Forepersons, Landscape --
\$.30 above Laborer Foreperson.

Subsequent wages for Forepersons in the Site Management Department shall be increased by the same dollar amount and at the same time as increases are granted to employees in this department represented by Teamsters, Local 214.

C. Overtime

Management will pay overtime as follows:

1. One and one-half (1-1/2) times the employee's regular hourly rate for all time the employee works in excess of eight (8) hours per day.
2. One and one-half (1-1/2) times the employee's regular hourly rate for all hours the employee works on Saturday.
3. Two (2) times the employee's regular hourly rate for all hours the employee works on Sundays and/or holidays.

D. Salary Schedules

1. For any unit member who is currently paid at the maximum rate of the salary schedule provided in 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 member fails to meet the attendance criteria according to the School District of the City of Detroit Attendance Standard of 96% (at least (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

twelve (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 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 Article X.A. 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, the employee will be made whole for any previous salary rate increases which the employee was denied under this provision.

ARTICLE X - AFTERNOON SHIFT

At various times it may be necessary to have various crafts work in the afternoon and evening (hereinafter afternoon shift). When employees are needed for the afternoon shift, the employees and the Building Trades Council will be informed as soon as possible, but no less than two (2) days prior to commencement of work. The employees will be informed of the estimated length of time the shift will be in operation, but no shift shall be less than three (3) days in duration and no afternoon shift shall start before 2 p.m.

SECTION A:

Those who work this shift shall work for seven and one-half (7.5) hours. The day shall be eight (8) hours with a thirty (30) minute lunch period. Payment shall be for eight (8) hours.

SECTION B:

When it is necessary to have people work the afternoon shift volunteers will be solicited first. Second, if additional people are needed, the employee(s) with the least amount of seniority shall be required to work.

SECTION C:

Existing security measures shall prevail.

ARTICLE XI - FRINGE BENEFITS

A. Sick Leave Bank

Sick leave for unit members **Hired Before District Approval of Agreement** shall accumulate in a single bank at the rate of seventeen (17) days per year with a limit of 200 days.

Sick leave for unit members **Hired After District Approval of Agreement** shall accumulate in a single bank at the rate of one (1) day per month for a four (4) year period. Starting in the fifth (5th) year, the employees will earn .65 sick per biweekly pay period with a limit of 200 days.

Illness banks for Forepersons in the Site Management Department will be maintained and remain the same as Teamsters under Site Management supervision.

B. Illness Absence - Medical Examinations

An employee not able to return to work following five (5) consecutive work days of absence for Personal Illness must have a medical examination by the District's medical office and present Form 431, Return to Employment: Physician's Certificate, completed by his/her own physician before returning to his/her assignment.

After five (5) consecutive work days of sick leave the employee must furnish a statement from his/her physician on Form 432, Release Pay Check: Physicians Certificate, in order to secure his/her next pay check.

Sick Leave provisions are designated exclusively for absences caused by illness or injury. The District will investigate suspected instances of abuse of sick leave. Where warranted on the basis of investigation, the District will take appropriate action.

C. Appeal to Medical Office Decision

The decision of the Medical Office in this Article is binding except that if an employee is not satisfied with the decision of the District 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 (½) of the cost of the evaluation and the employee shall pay the other half. Within twenty 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.

D. Vacation

Each employee in the bargaining unit shall earn vacation at the rate of three (3) weeks per fiscal year, except those employees who have completed twenty-five (25) years of service with the School District of the City of Detroit. Such individuals shall earn vacation at the rate of four (4) weeks per fiscal year.

Effective May 6, 1985, Forepersons who supervise Journeypersons in the Building Trades shall receive vacation as follows:

0 - 14 years	3 weeks	.57 Per Pay Period
15 - 19 years	4 weeks	.76 Per Pay Period
20+ years	5 weeks	.95 Per Pay Period

Vacation for Forepersons in the Site Management Department will be maintained and remain the same as Teamsters under Site Management Supervision.

All other vacations must be pre-approved by the Assistant Superintendent of Physical Plant or his/her designee.

E. Holidays

1. Effective May 6, 1985, Forepersons who supervise Journeypersons in the Building Trades shall receive the following holidays with pay: Independence Day, Labor Day, Veteran's Day (afternoon only), Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Good Friday, Memorial Day, and Martin Luther King's Birthday. If the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

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

F. Health Insurance

1. The District shall fully subsidize full-family health insurance coverage for Building Trades Forepersons, effective June 6, 1979.
2. Effective May 6, 1985, Forepersons who supervise Journeypersons in the Building Trades shall receive a \$3.00 co-pay Prescription Rider.
3. Forepersons in the Site Management Department shall receive the same health insurance benefits as granted to employees in this department represented by Teamsters Local 214. A hospital pre-certification program will be implemented. Under this program, all non-emergency hospital admissions will be pre-authorized by the Health Plan Administrator. Length of stay will also be predetermined and monitored for those hospital admissions that are approved. Hospital stay can be extended when medically necessary. Effective January 1, 1995, all bargaining unit members shall participate in the Detroit Public Schools Point of Service Health Coverage Plan.
4. Effective with the ratification of this agreement, all new hires will be required to pay (10%) of the premium cost.
5. A Preferred Provider 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.

G. Opt-Out Plan

Employees who are covered by a health care plan offered by an employer other than the District and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the District, may opt-out from District coverage and for said enrollment year receive a \$900 payment from the District as payment in full. Once an employee opts out for given year, the employee will not be able to receive the District's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternate coverage. If the employee returns to the District'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 Open Enrollment 1995, the Opt-out payment shall be increased from \$900.00 to \$1,200.00 for said enrollment year.

H. Dental Insurance

Effective May 6, 1985, the District shall provide Forepersons who supervise Journeypersons and Forepersons in the Site Management Department full subsidy dental insurance, up to and including full-family coverage, under the current Delta Dental Plan. The employee must fill out the necessary application form in order to be covered.

The annual maximum per eligible family member for Class I and Class II benefits shall be increased to \$1,500 a year.

I. Optical Insurance

Effective January 1, 1987, the District shall provide a full-family optical program for all bargaining unit members. The District shall select the carrier/carriers.

J. Life Insurance

Life insurance for Building Trades Forepersons shall remain \$5,000.

Effective May 6, 1985, Forepersons who supervise Journeypersons in the Building Trades shall have their life insurance increased to \$15,000. Life insurance for retirees shall be \$1,000.

Life insurance for the Forepersons in the Site Management Department will be maintained and remain the same as Teamsters under Site Management Supervision.

K. Mileage

Effective on the ratification of the successor agreement, the mileage rate shall reflect the rate that is used by the Internal Revenue Service for tax purposes.

Employees who have met the (seven hundred) 700 mile monthly cap on mileage shall be reimbursed for mileage in excess of (seven hundred) 700 miles, if they are directed to do so by a line administrator, and the line administrator has been notified that the travel will result in exceeding the cap. Such notice must be given in advance of the travel.

L. District Pension System

On July 1, 1977, the District shall assume the responsibility for making the employee's contribution to the District Pension System.

ARTICLE XII - LONGEVITY

The District shall grant a longevity payment of \$180 to Forepersons who supervise Journeypersons in the Building Trades area. Such payment shall be made after eleven (11) years of District service.

**ARTICLE XIII - ALLOWANCE FOR CARRYING OF TOOLS, MATERIALS,
AND EQUIPMENT**

- A. The monthly allowance to Forepersons covered by this Agreement for the carrying of tools, materials and equipment in their personal vehicles shall be \$25.00 per month. The District reserves the right to discontinue the carrying of tools, materials and equipment by non-essential trades and tradepersons in order to provide funds to implement this provision equitably. The District shall evaluate the present tools, materials and equipment carrying allowance policy and determine which, if any, tradepersons are non-essential under this policy.
- B. In computing the allowance for the carrying of tools, materials and equipment, the District shall use a figure of \$1.25 per day to determine the amount due employees who carry tools for less than ten (10) days per month for any reason.

ARTICLE XIV - JURY DUTY

The District agrees to pay the employee the difference between his/her regular daily wage and fees received by the employee for the loss of time incurred when such employee is called for jury duty or subpoenaed as a witness by State or Federal courts.

ARTICLE XV - MANAGEMENT RIGHTS

- A. The District shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, layoff, or suspend, discharge or demote employees for just cause, subject, however, to the employee's right to bring a grievance if any provisions of the Agreement is violated by the exercise of such management function. All rights, powers and interests which have not been granted to the Union by the provisions of this Agreement are expressly reserved to the District.
- B. The Union agrees that there shall be no solicitation of union membership at a time which will interfere with an employee's work.
- C. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement and realizes that in order to provide good working conditions and fair and equitable wages, the District must operate efficiently. The Union, therefore, agrees that it will cooperate with the District to assure a fair day's work on the part of its members employed by the District.
- D. The Union expressly recognizes the freedom of the District to hire employees as E.S. employees from sources other than Union referrals.
- E. The Council and its affiliated craft unions agree that there shall not be any interference by the Council or by any craft union with any union contractor doing work for the District of Education.

By "union contractor", the parties mean any contractor or sub-contractor who has a contract with any affiliate of the Building Trades Department of the AFL-CIO. This Section "E" shall not be applicable wherein the Council or any craft union has a primary dispute with a contractor doing work for the School District of the City of Detroit on new construction or a facility which is not, at that time, being occupied by students for educational purposes.

ARTICLE XVI - STRIKES

1. The Council and its affiliated craft unions recognize that strikes by public employees are prohibited by Act 336, Public Acts of 1947 as amended by 376, Public Acts of 1965 and agree that they will comply with said Act as well as all other Federal, State and Local laws affecting this Agreement.

2. **Work Stoppages Layoffs**

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

ARTICLE XVII - AGENCY SHOP

- A. Effective January 1, 1969, all employees employed in this bargaining unit or who become employees in this bargaining unit who are not already members of their craft unions, shall within sixty (60) days of the effective date of this Agreement, or within sixty (60) days of the date of their hire by the District, whichever is later, become members, or in the alternative, shall within sixty (60) days of the effective date of this Agreement, or within sixty (60) days of their date of hire by the District, whichever is later, as a condition of employment, pay to their particular craft union each month, a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the District who are members.
- 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 District 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 or shall be renegotiated for the purpose of adequate replacement.

- E. The Council and the particular craft union agree that in the event of litigation against the District, its agents or employees arising out of this provision, the Council and/or the particular craft union will co-defend and indemnify and hold harmless the District, its agents or employees for any monetary award arising out of such litigation.

ARTICLE XVIII - SERVICE FEE OR DUES CHECK-OFF

During the term of this Agreement and in accordance with the terms of an individual and voluntary written Authorization and Assignment for in conformity with Section 302(c) of the Labor Management Relations Act, as amended and submitted to the Employer, the Employer agrees to deduct, once each month from the wages of each employee covered by this Agreement, who signs said Check-off Authorization and Assignment, the sum of two cents (\$.02) per hour for each hour worked by said employee during the month.

The District shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount for payment of union dues and/or service fees. Such fees, accompanied by a list of employees from whom they have been deducted and the amount, shall be forwarded to the appropriate craft union designated by the employee, no later than thirty (30) days after the deductions have been made.

Dues will be authorized, levied and certified in accordance with the constitution and by-laws of the particular craft union. Each employee, the Council and the particular craft union hereby authorizes the District to rely upon and to honor certifications by the Secretary-Treasurer of the particular craft union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues.

ARTICLE XIV - 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 above 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.

ARTICLE XX - EMPOWERMENT

The Building Trades Council recognizes that staff support of teaching and learning efforts can best be accomplished by participating leadership and labor-management cooperation at both central administration and the local school level.

In this regard, the union agrees to cooperate with site-based programs which will assure maximum choice, success and rewards for students, parents and all employees.

No bargaining unit member will suffer a loss of employment as a result of an action by an empowered school involving purchasing outside services.

ARTICLE XXI - ACTING ASSIGNMENTS

Members of the bargaining unit who are requested by their administrator to work in a higher classification will be paid at the higher rate for such performance the payment shall begin on the first day. The following procedure shall be used to identify and pay the above-mentioned individuals.

1. An individual is eligible for acting status after twenty-five (25) consecutive work days for continued absence or in a position that has been vacated.
2. Upon expiration of the twenty-five (25) consecutive work days, the administrator-in-charge shall write a memo to: Director, Non-Instructional Personnel, Room 722, Schools Center Building.

The memo should verify the following:

- a. The individual has served (25) consecutive work days in the higher classification at the administrator's request.
 - b. Individual's present classification, social security number and employee file number.
 - c. Name of the higher classification and name of employee who is absent or who has vacated the position.
 - d. Date the individual was assigned the acting duties.
3. When the absent employee returns or the vacant position is filled or the District does not plan to fill the position, the employee assigned acting status will be re-assigned to prior classification and location. Upon notification that an absent employee plans to return or that a vacant position will be filled on a given date, the administrator-in-charge shall send

a memo to the officer in Support Staff Personnel indicating that the employee assigned acting status should be re-assigned to prior classification and location on a given date.

4. A person who fails to perform satisfactorily in the acting position may be removed. If removed, paragraph #3 above applies.

ARTICLE XXII - STAFFING, PROMOTION PROCEDURE AND PERFORMANCE EVALUATION

A. Staffing

Staffing requirements for all work locations shall be determined by the District.

B. Promotion Procedure

Promotion procedure will be determined by the Chief Executive Officer.

C. 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.

ARTICLE XXIII - TERMINATION OF EMPLOYMENT

An employee shall be terminated for the following reasons:

- A. Voluntary quit or resignation.
- B. Involuntary termination - i.e., discharge for employment from which there has been (1) no appeal to the procedures as outlined in this Agreement, (2) no reinstatement by the employer, or (3) no reversal thereof by the court, a decision of an arbitrator, an arbitration panel or some other competent tribunal.
- C. Absence from employment for five (5) consecutive working days without notifying the District. The District may make an exception of this rule in appropriate cases.

After such absence from his/her employment, the District will send written notification to the Union and to the employee at his or her last known address, indicating thereon that his/her employment has been terminated. If the disposition made in any such case is not satisfactory, the aggrieved employee may initiate a grievance procedure within the limitations, and according to the terms and conditions of this contract.

- D. Failure to return to work upon recall from lay-off status. If the employee wishes to return, he/she shall notify the School District of the City of Detroit within 24 hours of the notice of recall and his/her return to work shall be within ten (10) working days of said notification.
- E. Failure to return from sick leave and/or leaves of absence. In such cases, the employer shall process the employee's inaction, as indicated in sub-paragraph "C" above.
- F. Retirement under the terms of any retirement program.

ARTICLE XXIV - NEGLIGENCE

Injury to staff and students, staff and the general public due to the negligence of an employee may result in termination of the employee.

ARTICLE XXV - CONSTRUCTIONS TRADES COUNCIL WORK

The greater Detroit Building and Construction Trades Council reserves the right to perform applications traditionally and historically assigned to our Bargaining Units and Craft Departments based on decisions of record an established past practice.

ARTICLE - XXVI - CHANGE AND TERMINATION

This Agreement shall remain in full force and effect from July 1, 1997 through June 30, 2003, 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 any anniversary date of this Agreement of its desire to terminate or modify this Agreement. However, it may be continued on a day-to-day basis by the mutual agreement by both parties. Such written notice of termination or modification shall be sent registered or certified mail to the other party.

For the Greater Detroit Building Trades
Council (Forepersons):

Date: _____

For the School District of the City of Detroit:

Date: _____

**Letter of Understanding
between
The School District of the City of Detroit
and
The Greater Detroit Building and Construction Trades Council
(Forepersons)**

Direct Deposit

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

For the Greater Detroit Building Trades
Council (Forepersons):

Date: _____

For the School District of the City of Detroit:

Date: _____

**Letter of Understanding
between
The School District of the City of Detroit
and
The Greater Detroit Building and Construction Trades Council
(Forepersons)**

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 District may implement a schedule of discipline based upon suspected abuse of sick bank by any unit member subject to the just cause provision.

For the Greater Detroit Building Trades
Council (Forepersons):

Date: _____

For the School District of the City of Detroit:

Date: _____

**Letter of Understanding
between
The School District of the City of Detroit
and
The Greater Detroit Building and Construction Trades Council
(Forepersons)**

Health Care Benefits

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 or 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 Greater Detroit Building Trades
Council (Forepersons):

Date: _____

For the School District of the City of Detroit:

Date: _____

**Letter of Agreement
between
The School District of the City of Detroit
and
The Greater Detroit Building and Construction Trades Council
(Forepersons)**

Joint Committee – Work Assignments

By their representatives' signatures below, the parties agree to form a joint Union/Management Committee to study unit work assignments.

This joint Committee will meet within ninety (90) days after ratification of the 1999-2003 Agreement.

For the Greater Detroit Building Trades
Council (Forepersons):

Date: _____

For the School District of the City of Detroit:

Date: _____