

**AGREEMENT**

**BETWEEN**

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

**-AND-**

**THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 547, AFL-CIO**

82010  
06 30 2003  
IUOE AFL-CIO  
X

**<NON-INSTRUCTIONAL SUPERVISORY PERSONNEL>  
N.I.S.P.**

\*

**JULY 1, 1999 – JUNE 30, 2003**

## TABLE OF CONTENTS

ARTICLE I -- RECOGNITION .....	1
ARTICLE II -- RESIDENCY .....	2
ARTICLE III -- NON-DISCRIMINATION .....	2
ARTICLE IV -- WORKING RULES AND REGULATIONS .....	2
ARTICLE V -- PROHIBITION AGAINST STRIKES .....	3
ARTICLE VI -- MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEE DEDUCTIONS .....	3
ARTICLE VII -- REPRESENTATION (STEWARDS) .....	4
ARTICLE VIII -- GRIEVANCE PROCEDURE .....	5
STEP 1 .....	5
Step 2 .....	6
Step 3 .....	6
General Grievance Powers .....	7
ARTICLE IX -- DISCHARGE OR DISCIPLINE .....	7
ARTICLE X -- SPECIAL CONFERENCES .....	8
ARTICLE XI-- SENIORITY, LOSS OF SENIORITY AND SENIORITY ROSTER .	8
ARTICLE XII -- LAYOFF AND RECALL PROCEDURE .....	8
ARTICLE XIII -- PERFORMANCE AND EVALUATION .....	9
ARTICLE XIV -- ACTING ASSIGNMENTS .....	10
ARTICLE XV -- PROMOTIONS AND TRANSFERS .....	11
ARTICLE XVI -- HOLIDAYS .....	14
ARTICLE XVII -- VACATION AND OFF DAYS .....	15
ARTICLE XVIII -- SUMMER ASSIGNMENTS IN FOOD SERVICE .....	16
ARTICLE XIX -- LONGEVITY .....	17
ARTICLE XX -- RETIREMENT .....	17

ARTICLE XXI - HOSPITALIZATION, DENTAL, LIFE AND OPTICAL INSURANCE	17
HOSPITALIZATION	17
PRESCRIPTION DRUG PLAN	18
OPT-OUT	18
DENTAL	19
LIFE	19
OPTICAL	19
PRE-TAX SECTION 125 PLAN	19
ARTICLE XXII - UNION BULLETIN BOARDS AND MEMBERSHIP COMMUNICATIONS	20
ARTICLE XXIII -- SICK LEAVE and PERSONAL BUSINESS LEAVE POLICY	20
Personal Business Leave Days	20
Sick Leave - Accrual Rate	20
School Related Assault	21
Catastrophe Bank	22
Absences Chargeable to Sick Leave	22
ARTICLE XXIV -- MATERNITY LEAVE	26
Requirements for Continued Work	27
Requirement for Approved Illness Absence for Disability (Illness) With Pay, or Leave of Absence for Illness (with-out pay because sick bank is exhausted)	27
Requirements for Leave of Absence for Personal Business -- (Without Pay)	28
Requirements for Return to Work	28
Related Conditions	28
ARTICLE XXV -- ILLNESS ABSENCE - MEDICAL EXAMINATIONS	29
ARTICLE XXVI -- LEAVE FOR UNION BUSINESS	31
ARTICLE XXVII -- JURY DUTY	31
ARTICLE XXVIII -- WAGES	31
ARTICLE XXIX -- EMERGENCY CONDITIONS	34
Ten-Month Employees	34
TWELVE-MONTH EMPLOYEES	35
ARTICLE XXX -- OVERTIME AND CALL-IN TIME	35
Overtime	35
Call-In Time	35
ARTICLE XXXI -- MILEAGE AND TOOL ALLOWANCE	35

ARTICLE XXXII -- SAFETY PRACTICES .....	36
ARTICLE XXXIII -- PERSONAL PROPERTY LOSS .....	36
ARTICLE XXXIV -- GENERAL .....	36
ARTICLE XXXV - INFORMATION .....	37
ARTICLE XXXVI -- PARKING ALLOWANCE .....	37
ARTICLE XXXVII -- TERMINATION, CHANGE OR AMENDMENT .....	37
LETTERS OF AGREEMENT .....	39

## A G R E E M E N T

This Agreement, effective the first day of July, 1999, by and between the School District of the City of Detroit, hereinafter called the "District", and the International Union of Operating Engineers, Local 547, AFL-CIO, Non-Instructional Supervisory Personnel (N.I.S.P.), hereinafter called the "Union", supersedes the previous Agreement effective July 1, 1997, through June 30, 1999, in all terms that are precluded in the July 1, 1994 through June 30, 1997 Agreement.

### ARTICLE I - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the District does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment for the term of this Agreement of all employees of the District classified as follows: Quality Control Follow-up Supervisor, Assistant Transportation Supervisor, Key Punch Supervisor, Transportation Supervisor, Head Technician, Community Use Supervisor, Terminal Manager, Senior Associate Landscape Architect, Labor Foreperson, Assistant Landscape Foreperson, Sub-Foreperson Landscape, General Foreperson-Groundskeeping, Sub-Bookbinder Assistant Foreperson, District Engineer, Construction Trade General Foreperson, Carpenter General Foreperson, Electrician General Foreperson, Heat Regular General Foreperson, Machine Repair Shop General Foreperson, Painter General Foreperson, Pipefitter General Foreperson, Plumber General Foreperson, Assistant Food Service Manager Base Kitchen, Class B Food Service Manager, Class C Food Service Manager, Class A Food Service Manager, Quality Control Food Service Manager, Trainee Food Service Manager, Training Constellation Base Kitchen Manager, Training Food Service Manager, Personnel Records Supervisor, Inventory Supervisor, Housekeeping Supervisor, Teaching Substitute Office Supervisor, Housekeeping Superintendent, Teacher Certification Supervisor, Constellation Food Service Base Kitchen Manager, Warehouse Supervisor, Non-Instructional Personnel Supervisor, Payroll Department Supervisor, Routing and Scheduling Supervisor, Purchasing Department Supervisor, Federal, State and Special Projects Supervisor, Information Systems Supervisor, Data Processing Supervisor, Garage Sub-Foreperson, Garage Foreperson, School Technicians Supervisor, Inventory Control Supervisor, Assistant Terminal Manager, Senior Garage Foreperson and Sweep Team Supervisor, Payroll Administrative Supervisor.

**ARTICLE II - RESIDENCY**

This provision will cease to apply effective March 10, 2000.

**ARTICLE III -- NON-DISCRIMINATION**

**Section 1**

The Employer and the Union recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices. Accordingly, both parties re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, sex, creed, color, religion or national origin. The parties will work together to assure equal employment opportunities to all.

**Section 2**

Whenever the words "he, his or him" are used in this Agreement, it is the intent of the parties to apply to females, when applicable, as well as males.

**ARTICLE IV -- WORKING RULES AND REGULATIONS**

The District shall establish reasonable working rules pursuant to which all employees in the unit shall perform their assigned functions. The Union shall be notified in writing and consulted regarding said working rules prior to their effective date and prior to any change therein.

There shall be no conflict between the work rules and the terms of this Agreement. Employees of the Employer, not covered by the terms of this Agreement, may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency.

Members of this bargaining unit generally work within the scope of their classification. It is recognized that where conditions warrant, due to unavoidable circumstances, employees may temporarily perform tasks that traditionally have fallen outside of their classification.

The District agrees that every reasonable effort will be made to correct the conditions as soon as practicable.

A Special Conference may be requested by the District or by the Union.

**ARTICLE V -- PROHIBITION AGAINST STRIKES**

There shall not be any strike action or work stoppages of any type engaged in, or encouraged, by the Union against the District.

No employee covered by this contract will engage in any work stoppage including the voluntary honoring of any picket line or boycott against the District. The Union will take all reasonable affirmative steps to discourage, prevent, and terminate any action by any employee covered by this contract which is or would be in violation of this Article.

**ARTICLE VI--MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEE DEDUCTIONS**

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 this 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 their date of hire by the Board, 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 District who are members.

An employee who shall tender or authorize the deduction of membership dues (or service fee) 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).

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.

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 arising out of such litigation.

The District shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues or Agency Shop Fees. Such dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no

deduction was made and the reason, therefore, shall be forwarded to the Union office no later than forty (40) days after such deductions were made.

## **ARTICLE VII -- REPRESENTATION (STEWARDS)**

### **Section 1**

It is mutually agreed that for the purpose of operating under this Agreement, employees shall be entitled to representation by designated stewards on an area basis.

### **Section 2**

The number of stewards shall be as follows:

- A. Two (2) stewards and one (1) alternate shall be selected to aid in handling grievances and general representation of the members of the Union who are Food Service Managers employed and working on the east side of Woodward Avenue.
- B. Two (2) stewards and one (1) alternate shall be selected to aid in handling grievances and general representation of the members of the Union who are Food Service Managers employed and working on the west side of Woodward Avenue.
- C. One (1) steward and one (1) alternate shall be selected to aid in handling grievances and general representation of the members of the Union employed in the warehouse and bus terminals.
- D. One (1) steward and one (1) alternate shall be selected to aid in handling grievances and general representation of the members of the Union employed and working in the Schools Center Building.

### **Section 3**

All stewards shall be full-time members of this bargaining unit and shall be selected by the Union. The Union shall keep an up-to-date list of the selected stewards and shall supply the Employer with a copy of same.

### **Section 4**

The steward's responsibilities include the reasonable attempt by the steward to insure that members of the unit are familiar with



the responsibilities imposed by this Agreement and by the reasonable work rules established by the District from time to time. Where necessary, in the interest of maintaining a continuously cooperative relationship between the Union and the Board, the steward shall be permitted a reasonable time to investigate and present grievances but shall not receive any extra pay from the District because of the performance of such duties.

### **Section 5**

The steward shall, to the extent possible, perform his/her duties as steward without interference with his/her own job functions or the job functions of other employees. The steward shall not leave his/her job to conduct his/her duties as steward without first securing the permission of his/her immediate supervisor or the supervisor's designee. Failure of the supervisor to grant reasonable time off may be the subject of a grievance.

### **ARTICLE VIII -- 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 appropriate administrator 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 appropriate administrator 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 appropriate administrator (office head, department head, or division head) shall arrange for a conference within five (5) working days after receipt of the grievance.

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

### Step 2 - Appeal to Chief Executive Office

Within fifteen (15) working days after receipt of the decision of the appropriate administrator, the Union may appeal to the Chief Executive Officer (through the Office of Labor Contract Management) the decision rendered by the appropriate administrator. 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 appropriate administrator.

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 appropriate administrator.

### 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 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 an 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 amendment 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, 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.

#### **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 is scheduled to appear and 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 not make any statement concerning the grievance to any person not a party to the grievance while the grievance is being processed.

#### **ARTICLE IX -- DISCHARGE OR DISCIPLINE**

No employee shall be discharged or disciplined unjustly.

Employees whose absences exceed that of the average of all employees will be subject to corrective discipline.

It is understood by the parties that the misuse of one's

illness bank without verifiable medical or other evidence will lead to disciplinary action against the employee.

Injury to students due to the negligence of an employee will result in the appropriate discipline of the employee.

Except as required by law, all record of disciplinary action shall be removed, upon request by the employee, after thirty-six (36) consecutive months without any other disciplinary action.

#### **ARTICLE X -- SPECIAL CONFERENCES**

Special Conferences for important matters will be arranged between the Union and the appropriate representatives of the District upon the request of either party. Unless otherwise agreed, such meetings shall be between two (2) representatives of the and two (2) representatives of the Union. Unless otherwise agreed, arrangements for such special conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the special conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Such conferences shall, to the extent possible, be held during regular work hours.

#### **ARTICLE XI -- SENIORITY, LOSS OF SENIORITY AND SENIORITY ROSTER**

- A. The employer shall furnish the Union in January, of each year, a current list of employees in the bargaining unit together with their job locations and length of service.
- B. Bargaining unit classification seniority shall be defined as the length of continuous employment within the bargaining unit job classification.
- C. Seniority shall be lost if the employee resigns, is discharged permanently, and such discharge is not reversed, retires, if he/she fails to return within ten (10) days after his/her leave of absence expires, or if he/she is laid off for a continuous period equal to the seniority he/she had acquired at the time of such layoff.

#### **ARTICLE XII -- LAYOFF AND RECALL PROCEDURE**

Layoff shall be defined as the separation of a regular employee resulting from lack of work or for reasons caused by circumstances other than an act by an employee resulting in

disciplinary suspension or dismissal.

In the event of a layoff, bargaining unit classification seniority shall apply. The employee shall have the right to exercise his/her seniority in the same classification series within the department.

In the event of a proposed layoff of a bargaining unit member, where subordinate persons are to continue working, the District shall notify the Union of the proposed action and meet, if requested to do so by the Union, to review the matter prior to taking the action.

An employee placed on layoff shall be recalled in the inverse order of a layoff provided he/she can perform the required work.

Notice of recall shall be forwarded to the employee at his/her last known address by registered or certified mail. It shall be the responsibility of the employee to notify the District and the Union of any change of address immediately after such change and the Union shall thereupon verify the new address with the District.

Failure by the employee to report for work within five (5) working days from the receipted date of delivery of the recall notice shall be considered as a voluntary quit. Exceptions to this provision for failure to report may be made by the District for good cause.

An employee who is scheduled to be laid off for an indefinite period of time shall be given a minimum of ten (10) working days written notice prior to the effective date of the layoff. The Union shall be sent a copy of the written notice of layoff from the employer on the same date the written notice is issued to the employee.

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.

#### **ARTICLES XIII - 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.

#### **ARTICLE XIV -- 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 following procedure shall be used to identify and pay the above-mentioned individuals.

1. An individual is eligible for acting status after 25 consecutive work days for continued absence or in a position that has been vacated.
2. Upon expiration of the 25 consecutive work days, the administrator-in-charge shall write a memo to:  
Director, Non-Instructional Personnel, Room 714, 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. a. In a vacancy, the salary adjustment for employees assigned as provided above will be consistent with established promotional procedures.

If a vacancy is not filled within 90 days, it shall be the subject of a Special Conference, upon the request of either party.

- b. In an absence, the salary adjustment for the employee assigned to fill the classification of the absent employee shall be the minimum of the absent employee's classification or an increment added, whichever is greater.
  - c. Replacement of unit personnel shall be made within one year of the date of resignation, termination, retirement or promotion of the individual who is to be replaced. If there are positions the District does not fill, the NISP office will be notified within 120 working days.
4. When the absent employee returns or the vacant position is filled, 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 Non-Instructional Personnel indicating that the employee assigned acting status should be re-assigned to prior classification and location on a given date.
  5. A person who fails to perform satisfactorily in the acting position, may be removed. If removed, paragraph #4 above applies.

#### **ARTICLE XV - PROMOTIONS AND TRANSFERS**

Unit members will be assigned to specific school buildings and other buildings operated by the District in accordance with its policies, procedures and as provided in this Agreement.

If for any reason an employee is transferred or promoted to a position not included in the bargaining unit, and is thereafter transferred back to a position within the bargaining unit, he/she shall return to the bargaining unit with full seniority rights and benefits, including the seniority he/she should have accumulated had he/she not been transferred out of the bargaining unit.

**A. Promotions - Eligibility Pools**

1. Upon request from the appropriate 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, she/he 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. (If applicable). 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 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. (Unit seniority will have precedent over district seniority).
- 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:

**Locations Other Than Schools**

- The applicable department within the Division of Operations shall interview the five applicants.
- Failure on the part of the appropriate department or office to submit a recommended candidate within thirty (30) days, will result in the Department of Human Resources Management and Planning assigning the most senior candidate from the five (5) applicants presented for interview. (Unit seniority shall have precedence over district seniority).

**B. Transfers**

1. In recognition of the commitment by both the School District of the City of Detroit and the Union to the principle of total involvement in seeking solutions to educational problems, it is acknowledged by both parties that on occasion it is in the best interests of both parties to transfer an employee and that the District retains the right to transfer a unit member covered by this Agreement from one position to another in these circumstances.

2. In the case of individual transfers:

Unit members being transferred shall be notified in writing at least thirty (30) calendar days before the date the contemplated transfer is to become effective. The notice shall set forth the expected date of transfer and the place involved. The Union shall be furnished with a copy of the notification at the same time. The parties recognize that emergency situations may arise in which the thirty (30) day notice is not feasible.

3. Whenever there is a need for an involuntary transfer it will constitute a provisional assignment.

4. No voluntary transfers shall be permitted unless the current assignment passes inspection by the applicable department or office: management and Capital Improvements, Human Resources, Payroll, Data Processing, Purchasing, etc.

**C. 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.

**ARTICLE XVI - HOLIDAYS**

All regular 12-month 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, Martin L. King, Good Friday and Memorial Day. Regular 10-month employees shall receive the same holidays, except Independence Day.

If any of the above holidays falls 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.

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

A bargaining unit member shall be eligible for the paid holiday, provided he/she works either the day before or the day after such holiday, or is receiving vacation or sick pay, other

than personal business.

**ARTICLE XVII -- VACATION AND OFF DAYS**

A. All regular employees covered by this Agreement shall receive vacation or off days, whichever shall apply, with pay. Vacation or off days may not be taken until after sixteen (16) weeks of employment. Vacation must be taken during the year earned, or in the following year. Off days must be taken during the year earned.

Effective the first full pay period in July, 1977, all regular 12-month employees shall accrue vacation credit as follows:

<u>Length of Service</u>	<u>Vacation Not to Exceed</u>	<u>Formula</u>
0 - 1 year	One week	.19 Biweekly pay period
1 - 5 years	Two weeks	.38 Biweekly pay period
6 - 10 years	Three weeks	.57 Biweekly pay period
11 - 19 years	Four weeks	.77 Biweekly pay period
20 or more years	Five weeks	.96 Biweekly pay period

As of the date this Agreement was signed, those employees receiving more than that called for in the above formula will not be adversely affected due to the change in the formula. Nothing in this new Agreement relative to vacation or off days shall take away any rights to vacation as already accrued by the members of this bargaining unit.

- B. The District will not be required to furnish substitutes or overtime service during the employee's vacation absences except in those instances where previous practice clearly provided.
- C. Food Service Employees' off-day hours will be consistent with the number of hours they regularly work. All 10-month employees shall accrue off-day credits at the rate of .65 days for each two weeks of service.
- D. Vacations will, as far as possible, be granted on the basis of the desires of the employee, seniority, and the efficient operation of the division, and in accordance with departmental rules, as applicable.
- E. Vacations will be taken in a period of consecutive days. Vacations may be split into one (1) or two (2) weeks, provided such scheduling does not unreasonably interfere with the

operations of any department.

- F. When a holiday is observed by the District during a scheduled vacation, the vacation will be extended one (1) day, continuous with the vacation period.
- G. If an employee becomes incapacitated due to illness and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. Medical evidence of such incapacity will be provided by the employee.
- H. An employee shall not lose accrued vacation days, if he/she is not able to take a vacation during a fiscal year because of an extended illness of twenty-five (25) working days or more in the same fiscal year. During any such illness, the employee will have the right to request his/her absence be charged to his/her bank or to his/her accrued vacation.
- I. Employees in the bargaining unit shall be eligible for bonus vacation or off-days based upon sick leave in the following matter:
  - 1. If, at the end of the fiscal year, said employee has fourteen (14) or more unused sick days for the fiscal year, he/she shall receive three (3) additional vacation or off-days with pay.
  - 2. If, at the end of the fiscal year, said employee has 12 or 13 unused sick days for the fiscal year, he/she shall receive two (2) additional vacation or off-days with pay.
  - 3. If, at the end of the fiscal year, said employee has 9, 10 or 11 unused sick days for the fiscal year, he/she shall receive one (1) additional vacation or off-day with pay.

All calculations shall be made on June 30 of any fiscal year. All days earned between July 1, and June 30, shall be used only after June 30 of that fiscal year.

#### **ARTICLE XVIII -- SUMMER ASSIGNMENTS IN FOOD SERVICE**

By May 1st of each year NISP Food Service members will submit to the Food Service Department a request to work summer assignments, if interested.

By June 1st, the Department will, in conjunction with, the

District determine the number of summer schools to be conducted and the number of positions to properly staff the summer school program and select, by seniority, the personnel to work in the available positions. Bargaining unit seniority, provided the employee is qualified to hold the position, shall be utilized, except that no employee may work two consecutive summers if other qualified employees are available. This provision applies to all NISP Food Service positions.

#### **ARTICLE XIX - LONGEVITY**

Employees shall be entitled to receive longevity payment in the amount of \$275.00 for twelve-month employees after eleven (11) years of employment with the District. The schedule of payment of longevity pay will be determined by the Chief Executive Officer. But such payment will be made no later than December 31 following the end of the fiscal year.

A late December bonus of \$150.00 per year shall be paid annually by the District to all employees who have completed 30 years of service as of July 1 of that year and who are still on the payroll as of November 30 of the same year.

#### **ARTICLE XX - RETIREMENT**

Early retirement benefits shall be possible, pursuant to rules of the Employees Retirement System. All employees in this unit shall automatically become members of the Employees Retirement of the State of Michigan, and the District shall continue to make the full contributions required to the State of Michigan Employees Retirement System for members of this bargaining unit.

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 his/her unused sick leave days, with a maximum allowance of thirty-five (35) days pay.

#### **ARTICLE XXI - HOSPITALIZATION, DENTAL, LIFE AND OPTICAL INSURANCE**

##### **A. HOSPITALIZATION**

The District shall pay for employees, in this bargaining unit, the full cost of hospitalization insurance for employees and their dependents. The hospitalization plans shall include a pre-certification requirement.

Effective January 1, 1996, the medical plans provided to the

employees shall be:

1. Total and Wellness Plan will no longer be offered;
2. The Blue Cross/Blue Shield Traditional Plan will remain unchanged except as noted in number 8 below;
3. The HAP Plan will be amended to become the Health Choice PPA Plan with no reduction in benefits with an out-of-network benefit;
4. OmniCare will be amended to the OmniPlus (POS) with no reduction in benefits with an out-of-network benefit;
5. Blue Care Network will be amended to the Blue Cross/Blue Shield POS Plan with no reduction in benefits with an out-of-network benefit;
6. Blue Cross/Blue Shield PPO as proposed.
7. The cost of mammograms, papsmears, and prostate screening will be paid for all members regardless of the insurance coverage that is selected by the members.
8. Hearing tests and the hearing aid rider shall continue on the Blue Cross/Blue Shield Plans.
9. The parties agree to work together on a Joint Health Care Cost Containment Committee to review proposals and concerns from either party.

**B. PRESCRIPTION DRUG PLAN:**

Effective February 6, 1984, Bargaining unit members shall be provided a three dollar (\$3.00) co-pay prescription drug plan, administered through MEBS, Inc. This plan shall cover all employees in the Blue Cross/Blue Shield plans, as well as the HAP plans.

**C. OPT-OUT:**

Effective the October 1995 open enrollment, employees who are covered by a health care plan offered by an employer other than the Board, and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the District may, each enrollment year at the time of the enrollment period, opt-out from District coverage and for said enrollment year receive a one thousand two hundred dollar

(\$1,200.00) payment from the District 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 pro rata the said \$1,200.00 payment provided herein. The \$1,200.00 will be paid for each enrollment year that the employee elects to opt-out under this provision.

D. **DENTAL:**

Effective March 1, 1987, the District shall provide full-family dental insurance for each employee in the bargaining unit.

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

E. **LIFE:**

Effective July 1, 1984, the maximum life insurance subsidy for each employee (not retirees) in this bargaining unit is fifteen thousand dollars (\$15,000.00).

Effective July 1, 1986, employees retiring from the District shall be provided two thousand dollars (\$2,000.00) life insurance.

F. **OPTICAL:**

Effective March 1, 1987, the District shall provide full-family optical coverage for all bargaining unit members. The District shall select the carrier(s).

On the off year, new lenses shall be provided, for only unit members that have extensive computer use in payroll, transportation and data processing, if there is a change of .5 diopolar or more in their prescription.

Any additional costs, for tinting, etc., beyond the cost of the actual lenses, shall be borne by the unit member.

G. **PRE-TAX SECTION 125 PLAN:**

The MEBS-administered pre-tax Section 125 plan shall be available to employees.

## ARTICLE XXII-UNION BULLETIN BOARDS AND MEMBERSHIP COMMUNICATIONS

Where necessary, the District will make available a bulletin board or bulletin board space for use by the Union to post meeting notices and related material. Because in most instances bulletin boards for members of this unit are not practical, the District agrees to allow the Union to use the School District of the City of Detroit mail pick-up to notify its members of Union activity to the extent federal law and post office regulations so permit.

## ARTICLE XXIII -- SICK LEAVE AND BUSINESS LEAVE POLICY

### A. Personal Business Leave Days

Present provisions shall continue into effect, along with the provision permitting two of the five non-illness days to be used for personal business which does not fall into presently designated categories but which cannot be conducted at any time not in conflict with the normal work day.

### B. Sick Leave - Accrual Rate

Sick leave for unit members **HIRED BEFORE RATIFICATION OF THE CONTRACT BY THE DISTRICT** shall accumulate in a sick bank at the rate of fifteen (15) days per year for 10-month employees and seventeen (17) days per year for 12-month employees.

Sick leave for unit members **HIRED AFTER RATIFICATION OF THIS CONTRACT BY THE DISTRICT** shall accumulate in a sick 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 the next three (3) years. Starting in the fifth (5<sup>th</sup>) year, the employees will earn fifteen (15) days per year for 10-month employees and seventeen (17) days per year for 12-month employees.

1. An employee who has used all his/her sick bank may, in case of extended illness, borrow up to ten (10) days with a promissory note. These days will be deducted from accrued sick days earned in the following year.
2. An employee terminating employment shall repay the school system the amount owed for sick leave days advanced under this policy.
3. The sick leave bank of employees employed in schools



shall not be charged for necessary absences up to and including five (5) work days resulting from the following childhood diseases: chicken pox, measles, mumps, diphtheria and whooping cough. The statement of a licensed physician shall be required as proof of the cause of such absence.

**C. School-Related Assault**

Employee absences resulting from school-related assault shall not be charged against sick leave, although the employee's regular gross earnings shall be maintained. The maintenance of regular gross earnings, termed "assault pay," is subject to the following provisions:

1. The Report of Industrial Injury shall be filed with the Principal within five (5) business days of the incident giving rise to the claim or no later than five (5) work days after the claimant first sought medical treatment for the claimed injury.
2. The employee must file for Workers' Compensation benefits when eligible, no later than thirty (30) calendar days from the date given rise to the assault claim.
3. When the employee presents medical documentation that they are unable to return to work then, or for the foreseeable future and are seeking benefits under this article, they will be notified by the School District of the City of Detroit that they must file no later than five (5) business days for MPERS retirement (regular or disability).
4. When the employee presents medical documentation that they are unable to return to work then, or for the foreseeable future, and are seeking benefits under this article, they will be notified by the School District of the City of Detroit that they must file no later than five (5) business days for social security benefits (normal, early or disability).
5. Failure of a unit member to apply for such benefits, within the time limits, shall disqualify the unit member from receiving further benefits under this section.
6. Failure of a unit member to notify the School District of the City of Detroit of the result of applying for these benefits, acceptance or denial, within five (5) business

days from the date the result was received by the unit member shall also result in immediate disqualification from further receipt of assault pay.

**Offset**

If the weekly Workers' Compensation and/or Social Security disability benefits are awarded or paid voluntarily by the employer said amounts shall be deducted from an employee's assault pay.

**Benefit Termination or Limitation**

1. If retirement is granted through MPSERS (regular or disability), entitlement to assault pay shall terminate even if the employee continues to receive weekly Workers' Compensation benefits.
2. If the employee rejects the report of the specialist (See XIX.F) and pursues a Workers' Compensation claim any recovery shall be Workers' Compensation benefits only. The employee shall not receive assault pay benefits.

**D. Catastrophe Bank:**

When an employee's sick leave bank has reached the current allowable maximum as set forth in this Agreement, there shall be established a "Catastrophe Bank" into which all days over the maximum earned commencing with the first pay period of the first month after this Agreement is approved by the District, shall be placed. When an employee has used all days accumulated in his/her sick bank for an illness extending more than six (6) months may thereafter draw from his/her "Catastrophe Bank" to the extent he/she made contribution to said bank. The employer may require medical evidence of the illness/disability.

**E. Absences Chargeable to Sick Leave**

1. **Personal Illness** - All absences due to illness of the employee may be charged to sick leave until the sick leave bank is exhausted.
2. **Death Leave** - Absence due to the death of a member of the immediate family may be charged to sick leave to the extent of one to five scheduled working days as necessary

for each death.

- a. Included in the immediate family membership: husband, wife, children, father, mother, grandfather, grandmother, brothers, sisters, father-in-law, mother-in-law, and any other relative or non-relative living and making his/her home in the household of the employee.
- b. The working days allowed must be consecutive scheduled working days:
  - (1) if employee works on day of death: the days allowed do not include day of death but begin with the first scheduled working day immediately following the day of death.
  - (2) if day of death is a scheduled work day and employee does not work on that day: the days allowed begin with and include the day of death.
  - (3) if day of death is not a scheduled work day or occurs during vacation periods: the days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven consecutive calendar days including day of death.

3. **Certain Emergencies** - Certain non-illness absences may be charged to sick leave, but all such charges combined may not exceed a total of five (5) days in any one fiscal year. Two of these five (5) days may be used for personal business which does not fall into the designated categories, but which cannot be conducted at any other time because of conflict with the normal school working day; otherwise except as directed below, absence for personal business beyond two days means loss of pay. A letter must be submitted to the Chief Fiscal Officer requesting approval for any emergency absence in excess of two (2) days. Absences in excess of a total of five (5) days in any one fiscal year that do not fall in the categories below, will also result in loss of pay.

- a. Absence to attend wedding of a member of the immediate family only:

- (1) NOT chargeable to Sick Leave:
  - (a) Absence for weddings of members other than the immediate family.
  - (b) Absence to arrange for weddings.
- b. Absence for employee's own wedding:
  - (2) Chargeable to Sick Leave:
    - (a) Such working days as fall within seven (7) consecutive calendar days including and subsequent to wedding day. Form 4043-REQUEST FOR PERSONAL BUSINESS LEAVE must be filed with the Office of Personnel.
    - (b) Day of wedding is counted as one of seven (7) days but only charged to sick leave if it is a scheduled working day.
    - (c) Saturdays, Sundays, and holidays, if any, within a seven (7) day period are counted as part of this limit.
- c. Absence to attend funerals other than those of members of the immediate family:
  - (1) NOT chargeable to Sick Leave:
    - Absence to make funeral arrangements.
  - (2) Chargeable to Sick Leave subject to prior approval:
    - (a) Time actually required to attend funeral and to return.
    - (b) Local funerals usually involve one-half or one day only.
- d. Absence caused by exposure to contagious disease in the immediate family where employee, though not ill himself/herself, is required by the District's Medical Screening office to be absent from work.
- e. Absence to provide necessary care for a member of the immediate family where no other arrangements

are possible.

1. NOT chargeable to Sick Leave:  
Where other relatives are available to "provide necessary care", it is assumed that the employee's provision of care is not necessary since "other arrangements" are possible.
2. Chargeable to Sick Leave:
  - (a) The "necessary care" must be such as would be prescribed by a physician or required by incompetency of relative requiring care.
  - (b) In almost all cases, "other arrangements" are considered possible - certainly within one day of the emergency.

f. Absence because of required court appearance.

1. NOT chargeable to Sick Leave:
  - (a) Employees are expected to arrange legal meetings and conferences on non-work days. Absences because of "required appearances" on work days that could have been scheduled for non-work days may not be charged to sick leave.
  - (b) Probate hearings are generally set to accommodate those involved. Such hearings should be set on non-work days or during vacation periods.
  - (c) Absence for "required court appearances" in cases initiated by the employee, especially where personal property gain is involved, is not chargeable to sick leave.
  - (d) Absence to accompany a friend or relative to court is not considered as "required" and may not be charged to sick leave.
2. Chargeable to Sick Leave:

"Required appearance" as evidenced by subpoena or court summons, or a written request from the Accident Prevention Bureau.

g. Absence because of transportation failure or breakdown where no other means of transportation is available.

1. NOT chargeable to Sick Leave:

(a) Absence due to failure to allow sufficient travel time for weather interference and other normal transportation hazards (includes grounded planes, snowbound buses, and failure to obtain travel reservations).

(b) Absence in cases where lack of transportation is due to the fact that employee resides outside city limits.

h. Absence due to catastrophes resulting from fire, floods, tornadoes, etc., which make it impossible for the employees to report for duty.

NOT chargeable to Sick Leave:

Subsequent to catastrophes, if it is possible to make necessary adjustments outside of working hours, the employee is expected to report for duty.

i. Absence because of required observance of a recognized religious denomination.

F. Employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit. Consideration will be given for unusual circumstances.

#### **ARTICLE XXIV -- MATERNITY LEAVE**

Absences from work which are associated with pregnancy, childbirth, and childcare shall be subject to the respective regular District provisions as applicable, for approved illness absence. Leave of absence for illness (without pay because sick

bank is exhausted) approved absence without pay, or Leave of Absence for Personal Business (except as specifically otherwise provided in the State of Policy).

Since continuing to work, disability absence, and return to work are predicated on medical conditions. The failure of a pregnant employee to give required notice and submit the required medical evaluations and/or certifications from her physician shall be cause, at the discretion of the District, after ten (10) days' notice, to place the employee on Leave of Absence for Personal Business.

**A. Requirements for Continued Work**

1. The employee who has become pregnant is expected to notify her principal or other administrator as soon as possible after her condition is confirmed, but shall so notify the administrator before the end of her fourth month of pregnancy.
2. In order to provide for maximum continuity of service, the employee is expected to inform her administrator in writing of the tentative dates of leaving and returning as soon as possible after her condition is confirmed. Notification of tentative dates shall be given in writing no later than the end of the fourth month of pregnancy. Tentative dates may be revised.
3. An employee may continue to work in her current assignment provided that the employee shall submit a **Form 4306-MEDICAL OFFICE PHYSICIAN CERTIFICATE -- MATERNITY (ONLY)** from her personal physician which shall certify the anticipated date of delivery, and that she is able to work in her current assignment, and further provided that she is able to, and continues to fulfill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.

**B. Requirement for Approved Illness Absence for Disability (Illness) With Pay, or Leave of Absence for Illness (without pay because sick bank is exhausted).**

1. The date of leaving work because of disability shall be determined by the employee and her physician provided that it is certified by the employee's personal physician and confirmed by the District Medical Screening office that the employee is unable to work.

2. During the period of absence, because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick leave bank, subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the District Medical Examiner.
3. An employee shall not move from any unpaid leave of absence status to paid disability absence status.
4. An employee shall not move from a paid disability absence to an approved absence without pay.

**C. Requirements for Leave of Absence for Personal Business -- (Without Pay):**

An employee shall, upon request, be granted a Leave of Absence for Personal Business for absences which are not disability absences but are related to the preparation for childbirth and/or the care of a newborn or newly adopted child. Such leave of absence is subject to the regular provisions for Leave of Absence for Personal Business.

**D. Requirements for Return to Work**

1. After childbirth, the employee's return must be approved by the employee's personal physician and the District Medical Examiner.
2. During the period of absence because of disability, or approved absence without pay of up to four (4) weeks, the employee's regular position will be held, subject to the regular procedures for approved absence without pay.
3. Regular conditions and provisions applicable to returns to active employment from illness absence, Leave of Absence for Illness, Leave of Absence for Personal Business or resignation shall apply.

**E. Related Conditions:**

1. Regular conditions and provisions for continuation of insurance which apply to approved absences and/or leave of absence shall apply.
2. The decision of the District Medical Examiner is binding



except that if an employee is not satisfied with the decision of the District Medical Examiner as to her ability or disability for work, the employee may appeal the decision under the following conditions:

The District Medical Examiner shall provide a list of at least three (3) appropriate specialists. The employee shall consult any one of those designated at her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work.

3. The Office of Personnel may require a medical examination by the School District of the City of Detroit Medical Examiner for an employee at any time when the employee's ability or disability for work is questioned.

**ARTICLE XXV -- ILLNESS ABSENCE - MEDICAL EXAMINATIONS and APPEAL TO MEDICAL OFFICE DECISION:**

- A. An employee not able to return to work following five (5) consecutive days of absence for Personal Illness must have a medical examination by the District Medical Examiner and present Form 431, Return to Employment: Physician's Certificate, completed by his/her own physician before returning to his/her assignment. If procedures are followed delays in scheduling the medical examination shall not be charged to the employee's sick bank.

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: Physician Certificate, in order to secure his/her next pay check.

A further check is required on employees with continued illness absence extending beyond the second consecutive pay period. Information about the condition of the employee is obtained either from the principal (or in a non-school department, from the department head) or by a visit from the administrative nurse. Information may also be obtained on a Form 432 completed by the employee's physician.

Employees who remain on extended sick leave may be asked to have a medical examination by the School District of the City of Detroit Medical Examiner during the period they are absent after continued absence beyond two consecutive pay periods.

Such examinations are required when sufficient evidence of continued illness is not obtainable by other means.

If convalescence outside of town is recommended by one's own physician and approved in advance by the District Medical Examiner, such absence may be charge to sick leave.

In absences involving compensation under the State of Michigan Compensation Law, charges to sick leave allowances are made only to the extent necessary to maintain the employee's regular biweekly gross earnings.

The Office of Personnel may require a medical examination by the School District of the City of Detroit Medical Examiner for an employee at any time when the maintenance of minimum health standards in a school or department is in question.

An employee returning from a leave of absence as provided for in **Form 4043-REQUEST FOR LEAVE OF ABSENCE OR EXTENSION OF LEAVE**, must have a medical examination by the School District of the City of Detroit Medical Examiner. Form 431, for the employee's personal physician is required for return from leave of absence for illness or maternity.

An employee sustaining an injury requiring the use of a bandage, cane, crutch, cast, or similar type of support is required to have the approval of the Medical Department. Such cases must be referred by the principal through the usual channels to the School District of the City of Detroit Medical Examiner for approval before the employee may return to duty.

An employee who has been ill with a communicable disease must have a medical examination by the School District of the City of Detroit Medical Examiner.

If a regular 39-week employee is absent for illness on the first day of the work schedule in the school year, the illness must be confirmed by the Medical Office, or a written request for approval from the employee must be approved by the Chief Fiscal Officer. This applies to absence for one or more days. Approval by the Medical Office requires Form 432 from the employee's attending physician to the medical office.

**B. 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 to the Office of Labor Contract Management 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 Unit member shall consult the designated specialist and the School district of the City of Detroit shall pay one-half ( $\frac{1}{2}$ ) of the cost of the evaluation and the unit member 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 unit member. The determination of the specialist shall be final and binding as to whether the unit member 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 unit member's physician and the District's Medical Examiner shall select the appropriate specialist.

**ARTICLE XXVI -- LEAVE FOR UNION BUSINESS:**

Two (2) members of the Union selected to attend a Local, State or National Union Convention shall be allowed time off to attend such convention. The School District of the City of Detroit will be notified in writing by the local Union president, five (5) days prior to the event and the employee shall complete the necessary forms required for approved absence without pay.

**ARTICLE XXVII -- JURY DUTY:**

- A. An employee, upon receipt of a questionnaire or summons for jury duty, shall immediately report that fact to the unit head or his/her designee.
- B. An employee who is absent for the performance of jury duty shall continue to be paid the difference, if any, between his/her regular salary and the fee for jury duty, excluding his/her mileage allowance, for a period not to exceed sixty (60) days in any calendar year.

**ARTICLE XXVIII - WAGES:**

- A. Effective July 1, 1999, all bargaining unit members, shall receive a base wage increase of two percent (2%) wage increase.

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

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

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

**B. Salary Steps**

1. A unit member's right to receive the salary step increases provided for in this Agreement, shall be contingent upon satisfying the following prerequisite:

The employee must meet the School District of the City of Detroit Attendance Standard of 96% (currently 8 days of absence for 39-week unit members; 10 days for 12-month employees.

The employee will be notified prior to his/her ninth day of non-exempt absence.

2. A unit member shall be restored to his/her correct salary step upon the satisfaction of the following condition:

The employee 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 the 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; and (9) two(2) emergency days as defined in Article XXIII.D.3. 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.

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 a unit member is denied a salary step increase and based on some 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 step increases which the employee was denied under this provision.

**C. Unit members at maximum (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).

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.

2. 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; and (9) two (2) emergency days as defined in Article XXIII.D.3. 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.

3. 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' 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 the salary rate increase which the employee was denied under the provision.

#### **ARTICLE XXIX -- EMERGENCY CONDITIONS:**

##### **Ten-Month Employees:**

1. 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.
2. When the cancelled days become less than the State requirement for student attendance, ten-month employees shall not be compensated for mentioned days. Such days will be rescheduled with employees being paid the pay period following.
3. Rescheduling of days shall not affect annual salary, compensation or other benefits provided within this Collective

Bargaining Agreement.

**Twelve-Month Employees**

Maintenance and transportation employees, excluding Food Service and others, will be paid at the rate of double time if required to work on a day declared as an emergency day by the Chief Executive Officer.

**ARTICLE XXX -- OVERTIME AND CALL-IN TIME:**

**A. Overtime:**

Overtime will be paid in the following manner:

1. One and one-half (1 1/2) times the employee's regular rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.
2. Saturday work (6th day) will be paid at a rate of one and one-half (1 1/2) times the employee's regular rate.
3. Saturday work (6th day) for supervisors of employees who receive double time on this sixth day will also be paid at the double time rate.
4. Sunday work (7th day) and/or holidays, the rate will be two times the employee's regular rate of pay.

**B. Call-In Time:**

When members of this bargaining unit are requested by their department head to report for work at times other than their regular work shift in order to meet emergency situations, the called back employee shall receive as approved and authorized by the department head, the time and one-half (1 ½) rate of pay for actual time worked or a minimum of four hours straight time, whichever is greater. The minimum of four hours straight time shall not, however, apply for continuous overtime hours worked prior to or after termination of the employee's regular work shift.

**ARTICLE XXXI -- MILEAGE AND TOOL ALLOWANCE**

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.

#### **ARTICLE XXXII -- SAFETY PRACTICES**

The District shall maintain safety standards and practices in accordance with the provisions of federal, state and local safety regulations.

#### **ARTICLE XXXIII -- PERSONAL PROPERTY LOSS**

The District will pay up to \$100 annually toward personal property damage actually incurred by an employee. Theft and damage reports with documentation must be provided. Personal property is defined as anything a person would normally wear or carry into the building or location, but does not include cash, automobiles or motorized vehicles of any sort.

In the event the employee also collects money for the same loss from his/her own insurance carrier, the employee is obligated to reimburse the employer. Settlement for any loss claimed under this article shall be made at the end of the semester in which the loss is verified through the presentation of receipts or bills by the employee.

#### **ARTICLE XXXIV - 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.

**ARTICLE XXXV - INFORMATION**

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

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

**ARTICLE XXXVI - PARKING ALLOWANCE**

Beginning with the 1999-2000 school year all unit members whose primary assignment is housed in the Schools Center Building or Schools Center Annex shall receive a \$360 annual parking allowance.

The parking allowance will be paid no later than August 1, following 180 days of service in these building.

If a qualifying unit member is reassigned to another work location or otherwise separates from the District following less than 180 days of service at the Schools Center Building or Schools Center Annex, the \$360 annual parking allowance shall be paid at a prorated rate.

**ARTICLE XXXVII -- TERMINATION, CHANGE OR AMENDMENT**

All unchanged sections of the July 1, 1997 to June 30, 1999, collective bargaining Agreement shall be carried over to the new Agreement.

**DURATION:** The new collective bargaining Agreement shall be effective from July 1, 1999 to June 30, 2003.

FOR THE UNION

FOR THE SCHOOL DISTRICT  
OF THE CITY OF DETROIT

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED:** David Adamany  
Chief Executive Officer

Date: \_\_\_\_\_

## **Letter of Understanding**

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 the representatives of the IUOE and the Detroit Public Schools Office of Labor Affairs.

Dated: November 6, 1998

## **Letter of Understanding**

The current language will remain in effect until a new evaluation process based upon customer service is identified, negotiated and implemented.

Dated: November 6, 1998

**Letter of Understanding  
between  
The School District of the City of Detroit  
and  
The Non-Instructional Supervisory Personnel**

---

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

**FOR THE UNION**

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

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding  
between  
The School District of the City of Detroit  
and  
The Non-Instructional Supervisory Personnel**

---

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**

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

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding  
between  
The School District of the City of Detroit  
and  
The Non-Instructional Supervisory Personnel**

---

**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 UNION**

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

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding  
between  
The School District of the City of Detroit  
and  
The Non-Instructional Supervisory Personnel**

---

By their representatives' signatures below, the parties agree to clarify the effective date of annual increments as indicated below.

No unit member's progress along the increment steps will be negatively impacted as a result of this change.

Effective July 1, 2000 annual increments will be processed twice annually - January 1, and July 1, according to the schedule identified below.

Employees with the most recent effective date of:

July 1, 2000-September 30, 2000	July 1, 2001
October 1, 2000-March 31, 2001	January 1, 2002
April 1, 2001-June 30, 2001	July 1, 2002

**FOR THE UNION**

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

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Letter of Understanding  
between  
The School District of the City of Detroit  
and  
The Non-Instructional Supervisory Personnel**

---

By their representative signatures below, the parties agree to meet within sixty (60) days after ratification of this Agreement to develop a design for a supervisors training program to be conducted for existing employees in the unit.

**FOR THE UNION**

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

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding  
between  
The School District of the City of Detroit  
and  
The Non-Instructional Supervisory Personnel**

---

By their representatives' signatures below, the parties agree to the following:

In the event that there is a significant layoff of unit members within the life of the current collective bargaining Agreement, the parties will meet to discuss the possibility of a severance package for laid off unit members.

In such an eventuality, the parties will meet at least thirty (30) days prior to the effective date of the layoff.

**FOR THE UNION**

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

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding  
between  
The School District of the City of Detroit  
and  
The Non-Instructional Supervisory Personnel**

---

By their representatives' signatures below, in order to facilitate improvements in business processes, the parties agree to create a joint purchasers user group committee including representative of the Local Union, purchasing, and the appropriate departments, to ensure the cost effective and timely availability of various materials essential to the operation of the Department.

The parties understand that the success of the various departments covered by this Agreement requires access to the parts and materials necessary to perform their respective functions.

**FOR THE UNION**

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

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding  
between  
The School District of the City of Detroit  
and  
The Non-Instructional Supervisory Personnel**

---

By their representatives' signatures below, the parties agree that it is in the best interests of the District and the community to participate in the various Apprenticeship Programs of the crafts, supervised by this bargaining unit. The Department of Facilities Management and Capital Improvement agrees to discuss the appropriateness of utilizing such programs. It is recognized, however, that participation in such programs will require the participation and approval of the Greater Detroit Building Trades Council.

**FOR THE UNION**

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

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 Non-Instructional Supervisory Personnel**

---

By their representatives' signatures below, the parties agree that, in the Food Service Unit, a Joint Labor/Management Committee will be convened, to discuss improved business practices, equipment needs, staffing concerns created by Michigan's Work First Program and other issues relevant to providing quality services.

**FOR THE UNION**

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

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 Non-Instructional Supervisory Personnel**

---

By their representatives' signatures below, the parties recognize that a pilot program has been initiated where the Department of Facilities Management and Capital Improvement assigns trades people to a particular constellation.

The parties agree, for purposes of the pilot program only, that the position of Constellation Trades Unit Manager will be established to supervise the aforementioned trades people. Persons in this position will be paid at the general foreperson rate.

**FOR THE UNION**

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

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Letter of Understanding  
between  
The School District of the City of Detroit  
and  
The Non-Instructional Supervisory Personnel**

---

By their representatives' signatures below, the parties agree that any General Foreperson who performs coordination duties at the direction of the Department of Facilities Management and Capital Improvement shall receive a semi-annual stipend of \$1,250.00.

If less than a six (6) months of coordination duties are performed, the stipend payment shall be prorated.

**FOR THE UNION**

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

DATE: \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

