

AGREEMENT

between the

**SCHOOL DISTRICT
OF THE
CITY OF DETROIT**



and the

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**



October 1, 1999 - September 30, 2003

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A G R E E M E N T

This Agreement, effective the first day of October, 1999, by and between the School District of the City of Detroit, hereinafter called the "School District," and the International Union of Operating Engineers, Local 547, AFL-CIO, hereinafter called the "Union."

ARTICLE I
RECOGNITION

In accordance with the provisions of Act 176 of the Public Acts of 1939 as amended, and pursuant to recognition granted the Union by the School District of the City of Detroit on November 23, 1965, the School District recognizes the Union as the sole and exclusive collective bargaining representative of its employees employed as Stationary Engineers, Boiler Operators, Apprentices and Trainees, all of whom are hereinafter referred to as "Employees."

ARTICLE II
RESIDENCY

Effective December 23, 1980, all members new to the unit shall establish and maintain residency within the limits of the City of Detroit. Upon promotion into or entry into another bargaining unit, all members shall be governed by the Agreement of the applicable bargaining unit. The School District reserves the right to waive this provision.

An employee who enters the bargaining unit after the effective date of this provision may petition the School District for exception in the area of maintenance of residency upon presentation of evidence showing good and reasonable cause. The School District will respond in a timely and appropriate manner.

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

ARTICLE III
PROHIBITION AGAINST STRIKES

There shall not be any strike of any type engaged in or encouraged by the Union during the life of this Agreement. The Union will take affirmative steps to discourage and prevent strike action by any of its members. The Board agrees that during the life of this Agreement it shall not lock out these employees.

ARTICLE IV
MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEE
DEDUCTIONS/POLITICAL ACTION DEDUCTIONS

A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within sixty (60) days of the effective date of this provision, or within sixty (60) days of the date of hire by the School District, whichever is later, become members, or in the alternative, shall, within sixty (60) days of their date of hire by the School District, as a condition

of employment, pay to the Union each month a service fee in the amount equal to the regular monthly Union membership dues uniformly required of employees of the School District who are members.

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).

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 School District, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the School District, its agents or employees, for any monetary award arising out of such litigation.

The School 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.

The School District agrees that, upon hiring any new employees who are covered by this Agreement, the School District shall send a letter advising the Union of the name, date of hire, and social security number of the new employee.

B. Political Action Deductions - The School District agrees to make payroll deductions available to members of the bargaining unit under the following conditions: The member's authorization shall be voluntary. It shall not be a condition of continuing membership or employment. The Union agrees to pay in full all costs related to the implementation and maintenance of the aforementioned payroll deduction.

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.

**ARTICLE V
EDUCATION TRUST FUND**

The School District will pay into the jointly-administered Local 547 Stationary Engineers Education Center Fund the sum of fourteen cents (\$.14) per hour, for each hour paid to employees covered by this Agreement, for the purpose of technical training and professional development. An Annual Report will be provided to the District by the Union regarding program participation and expenditures.

Effective October 1, 1999, the District will pay into the jointly-administered Local 547 Stationary Engineers Education Center Fund, the sum of fifteen cents (\$.15) per hour for each hour paid to employees covered by this Agreement.

Effective October 1, 2000, the amount will be increased to sixteen cents (\$.16).

Effective October 1, 2001, the amount will be increased to seventeen cents (\$.17).

The parties agree that the Detroit Public Schools will have a representative on, and participate in the Joint Apprenticeship Committees, as noted in Article XIV, to have a representative on, and participate in the Curriculum Committee of the Education Center, and to have representatives on, and participate in the In-Service Training Committee.

The Detroit Public Schools reserves the right to establish training requirements over and above those provided by and funded by the multi-employer Stationary Engineers Education Center at the expense of the Detroit Public Schools, except where defined by this Collective Bargaining Agreement.

The bargaining unit's retroactivity from October 1, 1997 through December 30, 1997, will be donated to a separate account of the Stationary Engineers Education Trust Fund, created to enhance and advance the needs of the Engineering staff of the Detroit Public Schools. The account would fund the purchase of hardware equipment needed for the building preventative maintenance systems at the local school level. The hardware would be connected via modem or network to the service desk. The custody of any equipment purchased through this program shall be with bargaining unit members. The hardware would include other maintenance tasks to be performed by other school employees, such as custodians. The Board of Education shall pay the cost of the hardware to the bargaining unit if custody is taken away from members.

**ARTICLE VI
NON-DISCRIMINATION**

The Employer and the Union recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, sex, creed, color, religion, age or national origin. The parties will work together to assure equal employment opportunities to all.

Whenever in this Agreement reference is made to the masculine gender, it shall be conclusively presumed to refer to the female gender as well, and vice versa.

**ARTICLE VII
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 informally, it shall be settled in accordance with the following procedures:

Step 1

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

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

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

Step 2 - Appeal to Chief Executive Officer

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

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

Step 3 - Arbitration

If a grievance is not satisfactorily settled at Step 2, the Union or the School District may, within twenty (20) working days:

A. In writing, submit to the other party a Demand For Arbitration of any grievance under this Agreement to final and binding arbitration. If the parties are unable to agree upon an arbitrator within seven (7) working days of notice to arbitrate, the party demanding arbitration shall refer the matter to the Michigan Employment Relations Commission, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute at his discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.

B. Or, if either party so requests, School 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 Steps 1 and 2, any decision not appealed to the next step of the grievance procedure within ten (10) working days from the date a written decision is furnished, in accordance with the provisions set forth above, unless an extension is agreed upon in writing, shall be considered settled on the basis of the last decision made, and shall be eligible for further appeal only by mutual, written consent.

Procedures for Grievances Not Under the Jurisdiction of the Principal or Applicable Unit Head**Step 1**

Grievances will be filed with the Chief Operating Officer or his/her designee within fifteen (15) working days following the act or condition, which is the basis for the grievance.

Step 2

If the complaint is not satisfied at Step 1, it may be appealed to the Chief Executive Officer or his/her designee within fifteen (15) working days of receipt of the Step 1 decision. The Chief Executive Officer, or his/her designated representative, shall meet with the concerned parties. Within fifteen (15) school days after receipt of the grievance, the Chief Executive Officer shall render a written decision, which shall be forwarded to the Union. The decision of the Chief Executive Officer may be appealed to arbitration under the provisions of Step 3 above.

General Grievance Powers

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

The resolution of all grievances shall be in accordance with the procedures, which are a part of this Agreement. If the grievant 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, nor make any statement concerning the grievance to any person not a party to the grievance while the grievance is being processed.

**ARTICLE VIII
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. Three (3) Stewards shall be selected to aid in handling grievances and general representation of the members of Local 547, employed and working on the East side of Woodward Avenue.

B. Three (3) Stewards shall be selected to aid in handling grievances and general representation of the members of Local 547, employed and working on the West side of Woodward Avenue.

C. An additional steward shall be selected by the Union to aid in handling grievances and general representation of members in Local 547 on either the East side of Woodward Avenue, or the West side of Woodward Avenue.

Section 3

All Stewards shall be full-time employees of the School District, 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 before any Union activities are conducted by the Steward.

Section 4

The Steward's responsibilities include the reasonable attempt by the Steward to ensure that members of the unit are familiar with, and adhere to, the responsibilities imposed by this Agreement, and by the reasonable work rules established by the School District, from time to time, in consultation with the Union. Where necessary, in the interest of maintaining a continuously cooperative relationship between the Union and the School District, the Steward shall be permitted a reasonable time to investigate and present grievances, but shall not receive any extra pay from the School District because of the performance of such duties.

Section 5

The Steward shall, to the extent possible, perform his duties as Steward without interference with his own job functions or the job functions of other employees. The Steward shall not leave his job to conduct his duties as Steward without first securing the permission of the Supervisor of Operations or his assigned representative. Failure of the Supervisor to grant reasonable time off may be the subject of a grievance.

**ARTICLE IX
SPECIAL CONFERENCES**

Special Conferences for important matters will be arranged between the Union and the appropriate representatives of the School District upon the request of either party. Unless otherwise agreed, such meetings shall be between three (3) representatives of the School District, and three (3) 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 conference is requested. Matters taken up in

a Special Conference shall be confined to those included in the agenda, but in no case shall such matters be in conflict with the Agreement. Such conferences shall, to the extent possible, be held during regular work hours.

**ARTICLE X
SENIORITY**

Seniority, unless otherwise modified, is intended to refer to classification seniority.

Section 1

A. School District seniority is the length of continuous service with the Board of Education.

B. Bargaining unit seniority shall be the length of time an employee is continuously employed in the bargaining unit.

C. Classification seniority shall be the length of time an employee is continuously employed in the same classification from the effective date of appointment, or permanent promotion to the classification.

An employee promoted to a higher classification within the bargaining unit shall continue to accrue seniority credits in his previous classification.

D. A regular employee granted a leave of absence or on lay-off shall have his seniority frozen during the period of leave of absence or lay-off.

E. Employees granted military leave of absence or receiving Workers' Compensation benefits shall continue to accrue seniority.

Section 2

A. Newly hired employees, or employees transferred into the bargaining unit, shall be considered probationary employees in the bargaining unit during the first one hundred and twenty (120) days from date of employment or transfer. When an employee completes the probationary period, he shall be entered upon the department seniority list, provided he shall have completed the probationary period within twelve (12) consecutive months.

B. The Union shall be entitled to represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, with the exception of discharge and disciplinary action taken for reasons other than Union activity.

C. An employee shall lose his seniority for the following reasons only:

1. He is discharged and the discharge is not reversed through the grievance procedure.
2. If he does not return to work when recalled from a leave of absence or lay-off, as provided in the Lay-Off Recall Procedure.
3. Upon retirement.
4. Quit.

Section 3

An agreed upon seniority list shall be made available to the Union on or about July 1st of each year. Such list shall contain the name and date of employment, classification, job location and latest license registration date of all employees covered by this Agreement.

**ARTICLE XI
LAY-OFF AND RECALL PROCEDURE**

A. For all unit members, lay-off shall be defined as the separation of a regular employee resulting from a lack of work, reconstitution, or for reasons caused by circumstances other than an act by an employee resulting in disciplinary dismissal.

B. Should it become necessary to schedule the lay-off of an employee, other than a Chief Engineer, in a classification covered by this Agreement, bargaining unit classification seniority shall apply. The employee shall have the right to exercise his/her seniority in the same classification or in a lower classification for which he/she is qualified. An employee may exercise his seniority only to the position occupied by the least senior employee in the appropriate classification.

C. Whenever possible, an employee who is scheduled to be laid off shall be given a written notice two (2) weeks prior to the effective lay-off date, but not less than seven (7) calendar days written notice. The Union shall be provided a list of those employees scheduled for lay-off no later than the date the notices are issued to the employee (see paragraph J below for exception).

D. An employee desiring placement in a lower classification because of a lay-off shall be given seniority credit in the lower classification for seniority accumulated in his classification.

E. The School District agrees to make every effort to eliminate any lay-off of an employee while retraining other employees of lower bargaining unit classification seniority, and to immediately correct any such situations that might occur. Failure to immediately correct the error is grounds for a grievance. Provided an immediate good faith effort is made, the Union agrees not to process grievances regarding alleged failures to properly select individuals for lay-off.

F. An employee placed on lay-off shall be recalled in the order of his bargaining unit classification seniority, provided he shall have completed his probationary period and is qualified to hold the position. All eligible employees shall be recalled to work on the basis of classification seniority prior to the filling of any vacant position by either promotion or the hiring of new employees.

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

1. In the event that an immediate resumption of services is required, recall shall be made through Detroit Public Schools Radio Station WDTR (90.9 FM) and the School District has agreed to provide public service announcements to other commercial stations.

2. Radio Station WDTR will commence detailed broadcasting of instructions regarding the recall at 6:30 a.m. Continuous announcements will be made throughout the day(s) at fifteen (15) minute intervals.

3. While announcements may be made by various media sources regarding recall, employees are responsible for receiving the accurate information from WDTR, which transmits from 6:30 a.m. to 8:30 p.m. daily, and from 8:30 a.m. to 8:30 p.m. Saturdays, Sundays and holidays. Upon receiving the information, each employee is to respond appropriately in accordance with his/her job functions and assignments.

4. Employees who must perform critical functions during such emergencies (maintenance, administration, etc.) will receive special instructions from the Superintendent of Operations, Division Head or Area Superintendent.

H. For the purpose of lay-off and recall only, Officers and Stewards shall head the seniority list as long as they hold these positions.

I. In the event the number of Chief Engineers exceeds the actual number of Chief Engineer positions needed due to a reorganization, a decline in student enrollment, budget constraints, and/or termination of programs, any Chief Engineer affected may be demoted to a position for which he/she is qualified, or laid off.

J. In the event the School District deems it necessary, it may, in its discretion, lay-off some or all of the employees covered by this Agreement due to a work stoppage by another bargaining unit which prevents or causes schools from opening or causes schools to close. Unless notified to the contrary, I.U.O.E. represented employees in schools shall be considered laid off at the end of the third (3rd) day of a work stoppage by another bargaining unit.

K. Any employee involuntarily transferred from an assignment shall be transferred to and assigned from the Shop Pool until selected/assigned to a permanent position.

**ARTICLE XII
EMPLOYMENT, TRANSFERS AND PROMOTIONS**

Engineers/Operators will be assigned to specific school buildings, Engineering Lab, Shop Pool, and other buildings operated by the School District, in accordance with its policies, procedures, and as provided in this Agreement.

Engineers/Operators assigned to the substitute pool shall be utilized as needed by the Department of Facilities Management and Capital Improvements to meet the needs of the School District.

Whenever a school building is razed or demolished, the Engineer assigned to said building shall be reassigned in accordance with the current applicable provisions.

Section 1 Eligibility Pools

A. Any individual holding a valid license as a Boiler Operator or as a Stationary Engineer, issued by the Buildings and Safety Engineering Department of the City of Detroit, wishing employment with the School District of the City of Detroit, shall file an application with the Office of Personnel of the School District, applying for one of the following positions:

- Boiler Operator Trainee
- Boiler Operator
- Third Stationary or Class D Engineer (3rd Class license)
- Second Stationary Engineer (2nd Class license)
- First Stationary Engineer (1st Class license)

Many job assignments within the School District require possession of licenses as Refrigeration Operators issued by the Buildings and Safety Engineering Department of the City of Detroit, in addition to the Boiler Operator or Stationary Engineer. Individuals holding both licenses will be given preference for employment in the above positions

B. Upon request from a principal or site administrator, the Department of Human Resource Management and Planning shall post an Announcement for a specific vacancy. This posting will include all qualifications necessary to fill the vacancy, including licenses and certifications. Persons wishing to apply must submit applications in accordance with the directives outlined in said Announcement. (Note: A prospective candidate can apply for a position which demands a lower license, but cannot apply for a position which demands a license higher than is held by the applicant.)

Operators/Engineers 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 (see Sections 2 or 3 below). 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 (1) year (12 months prior to the date of posting the Announcement);
- He/she must have received a satisfactory job performance evaluation during the last rating period; and/or,
- If the selection to fill the posted vacancy will result in a voluntary transfer for the applicant, he/she must not have been previously granted a voluntary transfer within the preceding one (1) year (12 months prior to the date of posting the Announcement);

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.

C. When an eligibility pool for a position has been established, applicant classifications will be prioritized in the following order:

1. Displaced persons, e.g. returns from leaves of absence, Worker's Compensation, grievance settlements/awards, arbitration, reconstitution, voluntary transfers;
2. Promotions; and,
3. Prospective employees.

Individual applicants within each classification, other than prospective employees, will be prioritized by seniority.

D. Selections for each vacancy will be as follows:

School Locations

- The five (5) most senior applicants who are current employees (if five [5] current employees are not in the eligibility pool, the School District's personnel office shall identify the prospective employee applicants needed to provide the five [5] applicants).
- The Site Based Management Committee shall interview the five (5) applicants.
- The Site Based Management Committee shall comment on the qualifications of the five (5) applicants and submit them to the principal.
- The principal shall make the final selection.
- Failure on the part of the principal to submit a recommended candidate within thirty (30) days will result in the Department of Human Resource Management and Planning assigning a candidate from the list of the five (5) most senior applicants for the specific vacancy.

Locations Other Than Schools

- The five (5) most senior applicants who are current employees (if five [5] current employees are not in the eligibility pool, the School District's personnel office shall identify the prospective employee applicants needed to provide the five [5] applicants).
- The Department of Facilities Management and Capital Improvements shall make the final selection.
- Failure on the part of the Department of Facilities Management and Capital Improvements to submit a recommended candidate within a reasonable time will result in the Department of Human Resource Management and Planning assigning a candidate from the list of the five (5) most senior applicants for the specific vacancy.

Section 2 Transfers

Following the new assignment resulting from a transfer, the employee shall not be eligible for another voluntary transfer within the same classification for twelve (12) months.

Barring unforeseen and/or unavoidable circumstances that would prohibit a proper move taking place, there shall be no less than two (2) personnel moves made each year (October and March). The parties are committed to providing continuity of services and limiting overtime and will fill vacancies as quickly as practical.

The parties are committed to providing continuity of services, limiting overtime and will fill "A" positions as they occur.

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 School District retains the right to transfer a unit member covered by this Agreement from one position to another in these circumstances.

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.

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

No voluntary transfers shall be permitted, unless the current assignment passes inspection by the Department of Facilities Management and Capital Improvements.

Section 3 Promotions

A. Promotions from Boiler Operator - six (6) months to Boiler Operator - eight (8) months and from Boiler Operator - eight (8) months to Boiler Operator - twelve (12) months are to be offered on the basis of seniority in classification. For seniority purposes, no distinctions are made between shift (senior) and non-shift Boiler Operator assignments. Any Boiler Operator, i.e., six (6) or eight (8) months, who refuses a promotion will not be guaranteed the Boiler Operator rate for summer employment.

B. Promotion from First Stationary Engineer to the position of Class "C" Engineer will be granted to employees on the basis of seniority in classification subject to the following restrictions.

1. A committee consisting of one (1) representative for the Board and one (1) representative of the Union will visit the current assignment of the applicant for promotion and investigate his performance as a First Stationary Engineer. Such reports will include operating log sheets.
2. If the applicant is recommended for promotion by the committee, he will be assigned to a position as Class "C" Engineer (probationary) and given appropriate assignments to carry out during the first six (6) months of his assignment.

3. In-Service Training

The parties shall cooperate in the joint re-establishment of periodic in-service training programs designed to improve the skills and performances of employees to be considered for promotion to Class "C" Engineer.

4. Probationary Assignments

- (a) Assignments under this procedure shall be to the position of Class "C" Engineer (probationary).
- (b) The school to which assignment is to be made shall be inspected by the two-person (2) committee prior to the assignment of the probationary employee. Information shall be given to the employee as to his general responsibilities in the probationary position and as to areas in which the building seems to be in need of improvement.
- (c) Committee members shall be encouraged to visit the school during the probationary period for the purpose of providing assistance to the employee's performance.
- (d) Prior to the end of the probationary assignment, the employee shall report what he has accomplished and/or has attempted to accomplish.
- (e) There shall be an inspection by the committee at the end of the probationary period and there shall be an evaluation of the employee by the principal of the building. During the inspection, emphasis shall be given to areas which had been called to the attention of the probationary employee as the areas in need of improvement and evidence of the employee's success in directing the operating staff in their assignments.
- (f) Probationary employees assigned under this procedure are free to return to the First Stationary Engineer classification without prejudice at any time during the probationary period.

5. Evaluation

Upon the completion of the above procedure, evaluation shall be made and the committee shall make a recommendation of (a) a permanent assignment to the building, or (b) return to assignment as a First Stationary Engineer in an available opening, or temporary relief duties as a First Stationary Engineer.

C. Promotions from Class "C" to Class "B" Engineer or a Patrol Engineer (Class "B") will be based upon seniority in classification. This position (Patrol Engineer) requires the minimum of a First Class Refrigeration license, in addition to a First Class Steam license.

D. Promotions from Class "B" Engineer or from Patrol Engineer (Class "B") to Class "A" Engineer will be based upon the following procedure:

1. Ability as a Class B Engineer

The applicant's present building will be inspected by a committee consisting of one (1) supervisor and one (1) Union representative. During such inspection, consideration will be given by the

committee members to the length of time the applicant has been in his present assignment and to the extent of the applicant's success in his relationship with the balance of the school staff.

2. In-Service Training

The parties shall cooperate in the joint re-establishment of periodic in-service training programs designed to improve the skills and performances of employees to be considered for promotion to Class "A" Engineer.

3. Probationary Assignments

- (a) Assignments under this procedure shall be to the position of Class "A" Engineer (probationary).
- (b) The school to which assignment is to be made, shall be inspected by the two-person (2) committee prior to the assignment of the probationary employee. Information shall be given to the employee as to his general responsibilities in the probationary position, and as to areas in which the building seems to be in need of improvement.
- (c) Committee members shall be encouraged to visit the school during the probationary period for the purpose of providing assistance to the employee's performance.
- (d) Prior to the end of the probationary assignment, the employee shall report what he has accomplished and/or has attempted to accomplish. Such reports will include operating log sheets.
- (e) There shall be an inspection by the committee at the end of the probationary period, and there shall be an evaluation of employee by the principal of the building. During that inspection, emphasis shall be given to areas which had been called to the attention of the probationary employee as the areas in need of improvement and evidence of the employee's success in directing the operating staff in their assignments.
- (f) Probationary employees assigned under this procedure are free to return to the Class "B" Engineer classification without prejudice at any time during the probationary period.

4. Evaluation - Upon the completion of the above procedure, an evaluation shall be made and the committee shall make a recommendation of (a) a permanent assignment to the building, or (b) return to assignment as a Class "B" Engineer in an available opening, or temporary relief duties as a Class "B" Engineer.

All employees appointed or promoted to a classification will serve a six (6) month (120 days) probationary period. A performance evaluation will be conducted during the probationary period. An unsatisfactory evaluation may result in a demotion to a former classification. For new employees, it may result in termination with no recall rights.

Section 4 Boiler Operator Trainee Program

All new Boiler Operators hired by the School District shall begin as Boiler Operator Trainees. All trainees will be selected from the Boiler Operator eligibility pool established by the School District's Human Resource Department. The number and work location of Boiler Operator Trainees will be determined by the School District.

The Boiler Operator Training Program shall be for a period of two (2) years, during which period the trainee shall complete the following courses: Boilers 1 & 2, Pumps and Accessories, Burners, Furnaces & Fuels, Math, Practical Heat, General Building Maintenance, Basic Electricity, Basic Plumbing, Blue Print Reading and Directed Study, unless otherwise agreed by the parties.

The trainee will be required, as a condition of employment, to complete the prescribed courses at the Local 547 Education Center. They will be reimbursed up to eight (8) hours per week straight time for the first year, and up to four (4) hours per week straight time during the second year of employment. On-the-job experience and documented prior training will be considered when a request to waiver any class or the training is submitted.

The wage rates for Boiler Operator Trainees shall be eighty percent (80%) of the Boiler Operator rate for the first year, and ninety percent (90%) of the Boiler Operator rate for the second year.

Failure of a trainee to adhere to the rules established by the Staffing Committee will result in a recommendation for disciplinary action, up to and including discharge.

Section 5 New Buildings-Boilout

The Joint Staffing Committee shall schedule plant visits to all new construction sites well enough in advance so that the permanently assigned Building Engineer will be assigned to the building at the time it is ready for the dry-out process to begin, in accordance with the provisions as set forth in Article XII, Section 8.

The process of boiling out new boilers will be assigned from the Operations Section. The personnel qualified to perform this function shall stand all shifts necessary to complete this process. When building dry-out is authorized, a regular dry-out staff will be assigned in accordance with the following procedure:

On or before November 1st of each year, those Class A, B, C, and First Stationary Engineers interested in dry-out work shall request such work in writing to the Operations Department. The rate for all such work outside of the employees' regularly assigned hours shall be one and one-half (1-1/2) times the current rate being paid the First Stationary Engineer. The dry-out staff shall be composed of one (1) regularly assigned Engineer working six (6) days, Monday through Saturday, 5:00 a.m. to 5:00 p.m.; two (2) afternoon shifts, 5:00 p.m. to 11:00 p.m. - one (1) afternoon shift works Monday, Wednesday and Friday, and the other Tuesday, Thursday and Saturday; two (2) midnight shifts, 11:00 p.m. to 5:00 a.m. - one (1) midnight shift works Monday, Wednesday and Friday, and one (1) midnight shift working Tuesday, Thursday and Saturday. The Sunday schedule will be assigned to three (3) additional Engineers on three (3), eight (8) hour shifts beginning at 11:00 p.m. on Saturday night and ending at 11:00 p.m. on Sunday night. The Engineer requesting such work having the most seniority shall be offered first choice of all open shifts, and all shifts will be filled in order of seniority until all shifts have been filled. Anyone

refusing an assignment shall remain on the dry-out list, and he will be contacted if and when another dry-out begins. Vacancies due to illness on afternoon and midnight shifts will be offered to the men working the Sunday schedule. A permanent vacancy will be filled from the dry-out list by seniority. A maximum of seventy-two (72) hours per employee will be allowed each applicant for dry-out work before he is replaced and his name returned to the bottom of the list.

Section 6 New Positions

Notices of all vacancies for bargaining unit positions shall be made known to the Union.

Notices of all newly created positions in existing classifications shall be made known to the Union through notice to the Stewards, and shall be distributed to all schools and buildings with instructions indicating that they are to be delivered to the Engineering Staff and posted on employee bulletin boards. Notices are to include the classification, the hours of work and the place of work. Employees are to be given fifteen (15) days from the time the notices are distributed to apply for the positions.

Section 7 Shift Preference

After having selected a particular shift, the employee must remain on such shift subject to the following conditions:

A. When a new employee is assigned to a school he will be given a reasonable period to familiarize himself with the job. The Chief Engineer will assign this employee to a shift for the break-in period. During this time, an employee regularly assigned to this shift may have to work another. Cooperation is expected on the part of all involved. At the end of this period, these employees will receive their permanent assignments according to seniority.

B. Employees with equal license status may trade shifts within their school if it is mutually agreeable between the employees involved and the Chief Engineer. These agreements will then be permanent until the next July 1st, at which time the shifts will be open for reassignment. This will also be the time for employees assigned to the building during the previous year to choose a shift according to their classification seniority. Every July 1st, the shift assignments for the following year will be chosen.

C. The Chief Engineer may assign employees of equal license status to various shifts regardless of seniority, but not without just cause. The Chief Engineer, in this case, should show that such action is deemed necessary for better total plant operation.

D. Nothing in the above is intended to restrict the authority of the Chief Engineer, but rather to establish a policy, which will aid in standardizing operation conditions within the total system.

ARTICLE XIII CLASSIFICATION OF BUILDINGS FOR STAFFING PURPOSES

Section 1

Buildings having their own heating plant, utilizing steam or hot water, or any combination thereof, to heat said building, said be classified for staffing, and staffed by available First Class Engineers based upon the cubage as outlined below:

Class "A" Chief Engineer	2,500,001 cu. ft. – with health unit
Class "B" Chief Engineer	750,001 cu. ft. – 2,500,000 cu. ft.

Buildings having their own heating plant, utilizing steam or hot water, or any combination thereof, to heat said building, shall be classified for staffing, and staffed by available Second Class Engineers with an appropriate Refrigeration license.

Class "C" Chief Engineer	500,000 cu. ft. – 750,000 cu. ft.
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Buildings below 500,000 cubic feet, having their own heating plant, utilizing steam or hot water, or any combination thereof, to heat said building, shall be classified for staffing, and staffed by available Class "D" Engineers (Third Class Engineers), unless otherwise mutually agreed upon by the Union and the School District.

Class "D" Chief Engineer	Up to 500,000 cu. ft.
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Consistent with the additional duties of the Chief Engineer, all Class A, B, C, D Chief Engineers must participate in the Chief Engineer's Course as spelled out in the attached Letter of Agreement No. 5. Beginning September 1, 2001, all candidates for Chief Engineer must have successfully completed the Chief Engineer's Course prior to being considered for promotion.

Patrol Schools/Facilities

- Site has no specific code requirements.
- Site has no post of duty.
- Designations will be made by the Staffing Committee, which will take into consideration such factors as distance between sites and unique Physical Plant requirements.
- At least three (3) sites will be assigned to each Patrol Engineer.
- Each Patrol Engineer will be a First Class Engineer with a First Class Refrigeration license, and be the Chief Engineer of the sites he/she is assigned and classified as a "B" Engineer for pay purposes.

Campus Sites

- Sites with more than one (1) separate building fed by a common heating plant.
- Code requirements exist.
- Post of duty.
- The Chief Engineer will be a First Class Engineer with appropriate Refrigeration license and the Facilities Manager of the campus site. The Chief Engineer will be the Engineer for the building

where the heating plant is located, and where required; 2nd Class and 3rd Class Engineers and/or Boiler Operators will staff the remaining building(s).

Other Facilities

- All facilities, which are not cited above, will be considered "other".
- Code requirements exist.
- Post of duty, if applicable.
- The Chief Engineer will not be rated in accordance with the cubage of the building noted above, and will have no other unit members assigned to that school or facility, and will be considered the Facilities Manager of the school/site.

Exceptions

- Both the School District and the Union recognize that there may be exceptions to the classifications cited above. Such exceptions will be identified by Management or the Union, and referred to the Staffing Committee for determination (see Article XIII, Section 5a).

Section 2

Any employee temporarily assigned shall be paid either the rate of the position from which he is assigned, or the rate of the position to which he is assigned, whichever is greater; except this provision does not apply to employees assigned to Physical Plant Management to provide emergency relief services, and employees working in another position on an overtime basis (in which case he will be paid the proper overtime rate). Boiler Operators will not relieve Third Class Engineers or Class "D" Engineers.

Section 3

The salary schedule shall include an E.S. position for all unit classifications at a daily rate, which is one-tenth (1/10th) the bi-weekly pay for the regular position. E.S. employees will be utilized only when regular employees are not available. Employees in E.S. positions will not receive fringe benefits. The School District agrees that E.S. employees desiring and qualifying for regular placement will be given probationary assignments to fill vacancies as they occur, or shall be temporarily assigned to the Physical Plant Management Department to offset existing vacancies. Such placement shall be without delay beyond that occasioned by regular School District appointment procedure.

Employees retiring from the bargaining unit will be allowed to work an E.S. relief to help cover vacant positions and minimize overtime. It is understood that residents will be utilized first and then non-residents.

Section 4

The School District reserves the right to establish, evaluate and change jobs, providing such action on the part of the School District shall not be for the purpose of reducing the rate of a job in which no substantial change in the job occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the School District reserves the right to develop and establish such new or

revised job descriptions, specifications and classifications. The parties will bargain in good faith to determine the rate of pay for the classification. If no agreement is reached concerning the rate, an Ad Hoc Committee shall be created. The committee shall be composed of two (2) Union members, two (2) Representatives of the School District, and one (1) disinterested party to be selected by the parties to resolve the issue. If no agreement is reached concerning the selection of the disinterested party, the disinterested party shall be selected by the Wayne State University Dean of Engineering, or the person acting in that capacity.

The decision of the committee as to rate of pay for the classification shall be final and binding upon the parties, and shall not be subject to the Grievance Procedure in this Contract.

Section 5

A. Survey of Buildings

It is understood and agreed that a standing joint committee composed of three (3) persons representing the Union and three (3) persons representing the School District will continue to function in order to make a recommendation of proper staffing needs. Those buildings where the Building Engineer has alleged in writing that improper staffing exists, shall be surveyed jointly by the committee, with the Building Engineer showing cause as the reasons for this allegation. Committee findings and recommendations must be submitted for formal action within two (2) weeks of the survey, unless by mutual committee agreement, such time is extended for good and sufficient cause.

Upon receipt of each staffing recommendation, a Management representative shall prepare a recommendation as to the staff to be assigned. This recommendation will detail present staffing (if any) and cost, together with the recommended staffing and cost, and the basis for the change. This recommendation must be approved by the Director - Physical Plant Management, or by the Assistant Superintendent - Office of School Housing, before personnel action requests are submitted. All such staffing recommendations shall be acted upon in a timely manner. At any time, the approved memorandum on file for each building is recognized as the currently approved staffing for that building.

B. Classification Study

An Administration/Union Committee shall be established to study and make recommendations with respect to classification of buildings for staffing purposes. Either party may seek the advice of one or more recognized consultants in the trade, at no cost to the other party, for advisory purposes only. The committee shall study and make recommendations in the following areas.

1. The classification of the various buildings of the system for the assignment of heating plant personnel.
2. The basis of assignment of bargaining unit personnel, in addition to the one (1) Building Engineer in each location.
3. Training Programs - including the immediate establishment of temporary training positions in the First Assistant Stationary and Second Assistant Stationary Engineer to alleviate the current shortage of properly licensed personnel.

- 4. The relationship between the needs of the School District staffing its buildings and heating plants, and the qualifications established by the possession of the various stationary engineering licenses issued by the Department of Buildings and Safety Engineering, City of Detroit.

It is understood by all parties that the use of temporary training positions is an emergency measure that will only be utilized during such periods of time that a shortage of individuals holding first class and second class stationary engineer licenses exists as mutually determined by the Joint Staffing Committee. Further, it is the understanding that this provision is not a substitute for long-range formal training programs.

The classifications shall be known as:

- 1st Assistant Stationary Engineers, Trainee-Temporary-Base
- 1st Assistant Stationary Engineers, Trainee-Temporary
- 2nd Assistant Stationary Engineers, Trainee-Temporary

To be qualified to hold the 1st Assistant Stationary Engineer, Trainee-Temporary position, the individual selected must possess a 2nd Class License. To be qualified to hold the 2nd Assistant Stationary Engineer, Trainee-Temporary position, the individual selected must possess a 3rd Class License. Appropriate refrigeration requirements will be followed and code restrictions must, in all cases, be observed. These positions will be offered on the basis of classification seniority.

The positions that are filled by these individuals shall be frozen positions until such time that they are vacated by the individual assigned, at which time the position will be declared open to other bargaining unit members for a lateral transfer for a period not to exceed thirty (30) days. There shall be no guarantee of a return to a former assignment other than to an open position in the former classification.

The individuals who accept these positions will do so with the understanding that they must attend the Local 547 Educational Training Center one (1), four (4) hour class session per week, and maintain at least a seventy percent (70%) average, and not have more than two (2) unexcused absences per school term. They will be responsible to supply all books and materials required in each course, and pay the necessary registration fees. There shall be no payment for attending school.

It is the understanding of the parties that during periods when temporary trainees are being utilized, that vacant A, B, C, or D Engineer positions will be filled in a timely manner as vacancies occur, and that employees with Second Class Engineers licenses obtaining First Class license status will be promoted within two (2) weeks of the date of registering said license in any event. Employees who obtain Second Class licenses will be offered positions in the first Temporary Trainee Program within two (2) weeks of obtaining their licenses, provided a vacancy exists.

The individuals assigned to 1st Engineer Trainee-Temporary Base (up to a maximum of 25 positions where appropriate vacancies exist) will be assigned to work any classification below "A" Engineer to relieve absent Engineers, or will be assigned other appropriate work when not relieving.

The individuals assigned to 1st Assistant Stationary Engineer, Trainee-Temporary will be assigned to work in shift schools as 1st Assis-

tant. The individual assigned to 2nd Assistant Stationary Engineer, Trainee-Temporary will be assigned to vacant 2nd Assistant Stationary Engineer positions. The individuals assigned shall be eligible to retain those positions for one (1) year, or such time as they have been eligible to make two (2) attempts to write for their license.

The pay rates for these positions shall be:

- 1st Assistant Stationary Engineer-Base - 1st Assistant Stationary Engineer, Trainee-Temporary-Base
- 1st Assistant Stationary Engineer - 1st Assistant Stationary Engineer, Trainee-Temporary
- 2nd Assistant Stationary Engineer - 2nd Assistant Stationary Engineer, Trainee-Temporary

It is the understanding of the parties that the 1st Assistant Stationary Engineer, Trainee-Temporary-Base positions will be filled first, then the 1st Assistant Stationary Engineer, Trainee-Temporary order to minimize current overtime liabilities. It is further understood that the policy requiring the top senior 1st Assistant Stationary Engineer Base with proper licenses to promote into vacant "C" Engineer positions will continue to be enforced.

ARTICLE XIV JOINT APPRENTICESHIP COMMITTEE

All apprentices shall be paid out of a single shop payroll, with the appropriate codes and budget.

A. The parties agree to establish an Apprenticeship Program administered by a joint committee. The Joint Apprenticeship Committee will provide an apprentice selection process, which will be effective in meeting the following affirmative action goals.

1. Fifty percent (50%) of all participants shall be composed of minorities.
2. All provisions of Part 30, Title 29 of EEO and Department of Labor documents will be met.

B. Employment

1. Each apprentice will be indentured to the participating employer, who will become that apprentice's "Employer of Record".
2. The Employer of Record will be responsible for the apprentice's wage and pension compensation for the period of indenture.
3. The Joint Apprenticeship Committee may assign apprentices to on-the-job training with a participating employer other than the Employer of Record.

C. Effective December 13, 1994, the parties agree to hire, effective immediately, and each subsequent year of this Agreement, a minimum of (10) ten apprentices, or the number of projected retirements of First Class Engineers, whichever is greater.

In future years, the apprentices will be hired at the beginning of each school year.

For all new apprentices hired after the date of ratification, payment, as provided for in Article XIV and the Joint Apprenticeship Agreement, for class hours will only be made upon successful completion of each course.

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

The parties agree that the Union will be invited to provide input in the vocational curriculum at any vocational center participating in the co-op program.

ARTICLE XV RULES OR REGULATIONS

The Board may establish necessary work rules and regulations not in conflict with the terms of this Agreement. However, should the Union object to any rule or regulation, it may resort to the Grievance Procedure outlined in this agreement.

ARTICLE XVI HOURS OF WORK AND OVERTIME

The Engineer In-Charge shall be responsible for the maintenance and the protection of the school building or other facility.

Subject to the authority and direction of the principal, the Engineer In-Charge shall schedule his/her staff's work hours to meet the needs of the School District and non-School District conducted programs at the school building. School District or non-School District program overtime work hours, if any, shall be under the authority, direction and responsibility of the principal. Non-School District conducted programs and other organizations and individuals shall be subject to permit procedures.

The principal shall have approval authority over any building usage. Permit fees and any overtime regarding those fees shall be governed by School District rules or policies. Employees assigned to work overtime will be paid according to their respective Collective Bargaining Agreements.

Section 1

The regular work week for the employees covered by this Agreement shall consist of forty (40) hours. Shifts will be scheduled as conditions warrant. When scheduling permits, five (5) consecutive days of eight (8) hours each will be scheduled.

Section 2

A. Time and one-half (1-1/2) shall be paid for authorized overtime. It is understood and agreed that jobs covered by the job of work concept (one [1] hour per day, five [5] hours per week) may require work in excess of eight (8) hours per day; but employees will not be expected to work an unreasonable number of hours in order to fulfill the job of work responsibility. Specific cases raised under this Section will be resolved by mutual agreement between the parties.

B. Call-In-Time

Except for continuous overtime hours worked prior to or after termination of an employee's regular shift, an employee assigned to work authorized overtime shall receive the time and one-half (1-1/2) rate for the actual time worked, or a minimum of four (4) hours at straight time, whichever is greater.

C. Overtime shall be divided and rotated as equally as possible within a building in accordance with classification seniority. Second Class and Third Class Engineers are eligible to work overtime during periods when buildings are unoccupied, providing code requirements are observed.

D. Overtime - Shift School

It is understood and agreed that the employees in shift work assignments will cover any open shift due to illness or absence of the regularly scheduled employee when regular operation relief employees are unavailable on a straight time basis, except that this provision shall not apply whenever, in the judgment of the Operations Section, a pattern of absence indicates abuse of this provision by an employee or employees for the purpose of qualifying for overtime. Employees in shift school assignments will not have their regularly scheduled work hours charged in order to avoid payment of overtime, or to accommodate the assignment of persons, unfamiliar with the plant, on a short time relief basis. Should it be established that a vacancy in a shift school has been filled in violation of Article XVI, Section 2(C), the parties agree that the individual entitled, under the Contract and desirous of working overtime, to fill a vacancy, but not allowed to do so, will be compensated by the payment to him of an amount of money equivalent to four (4) hours pay at his regular rate. Where more than one (1) individual could have and should have been given the opportunity to work the overtime, the compensation will be given to the individual who could have been selected to work under the Contract provision calling for equalization of such overtime between Engineers and between Boiler Operators assigned to the building.

Section 3

A. The heating plant employees assigned to the Office of School Housing as Class "A" or "shift" schools will be expected to continue to work eighty-eight (88) hours each pay period during the winter period designated by the School District. The hours worked by each individual are to be as designated by the heating plant supervisor assigned as Chief Engineer of the plant, subject to the approval of the Superintendent of Building Operations.

B. Heating plant personnel regularly assigned to Physical Plant Management, rather than to a specific school building, will receive weekend overtime work during the heating season on the same basis as other bargaining unit members. They may work eight (8) hours every other weekend in accordance with current practice during the heating season.

C. The overtime to maintain the required conditions in non-shift schools on weekends shall be assumed to be four (4) hours per weekend during a designated twenty (20) week heating season.

Heating plant personnel assigned to Class "B" "C" and "D" schools will be expected to continue working such hours as are required to insure that the building assigned to their care does not suffer damage from freezing over the weekend periods, and that it is heated satisfactorily for the start of school on each Monday morning. They shall also insure that areas and equipment involved with the heating system are satisfactorily maintained.

D. Boiler Operators, trainees or apprentices assigned to non-shift buildings shall be expected to continue to work eighty-eight (88) hours each pay period during the winter period designated by the School District in order to assist the Building Engineer in providing the necessary heat, and in performing necessary maintenance duties. The Building Engineer shall determine what hours shall be worked over the weekend, subject to the approval of the Superintendent of Building Operations.

E. The responsibility of the Building Engineer is intended to include providing adequate heat and normal maintenance throughout the year. However, it is not anticipated that hours worked as the result of vandalism or Act of God should be considered a part of the normal workload. Employees called in to assist in cases of floods, fires, power outages, or because of other situations beyond the control of the Engineering personnel assigned, shall receive the proper call-in pay.

F. The Class "B" Engineer (Patrol) will be expected to continue to accept weekend responsibility for each of the buildings assigned to that route. The Engineer will receive eight (8) hours of overtime pay for each weekend during the winter period designated by the School District.

Section 4

Time paid under the Contract, and existing rules and regulations for holidays, jury duty time, vacations and time lost due to job-connected injury, shall be counted as time worked for the purpose of computing and paying overtime. At least two (2) weeks notice shall be given whenever an employee's previously scheduled days off are to be changed to avoid overtime work.

Section 5

The granting of two (2) administrative leave days with pay to Engineers assigned to non-shift schools, in recognition of the fact that such personnel are required to care for the work in their respective buildings on holidays due to adverse weather conditions, shall be continued.

It is understood that the days to be used for said leave are subject to the prior approval of the Operations of Buildings section, and must be taken on days when no substitute is required.

It is further understood that all Chief Engineers (Class "A") shall also be eligible to receive the two (2) administrative leave days. The Chief Engineer shall have the responsibility for the protection of his building during holidays. Such responsibility is to be implemented by visits to the building on holidays as necessary. Relief Engineers assigned to holiday responsibilities will be paid overtime for actual hours worked instead of receiving administrative leave days.

Section 6

Except for provisions for equalization of overtime, the provisions of this Article do not apply to Community Use of School activities.

ARTICLE XVII
JOB AUTHORITY RELATIONSHIP

In the organization of the Detroit Public School System, each building principal is held responsible for the functioning of his/her building. The principal is, consequently, the chief executive of the staff assigned to the building. It is expected that all heating plant employees will recognize their roles as members of a school staff assigned for the purpose of contributing towards the education of a group of young people, and will cooperate with the principal and other staff members in their efforts towards this goal.

A. All Engineer Responsibilities

The particular responsibilities of the Building Engineer and his/her assistants are those of providing a thermal environment conducive to learning, attempting to eliminate or minimize safety hazards, to minimize operating and maintenance costs, and to keep building systems operational so as to keep the building available for use and occupancy at all times.

In recognition of the Building Engineer's responsibilities and training, it is understood and agreed that the operation and maintenance of all heating plant systems and equipment, including all steam, water, air and electric lines leading to and from the heating plant, and such associated and related equipment as boilers, burners, incinerators, fans, motors, pumps, air conditioning and refrigeration equipment, compressors, water heaters, cooling towers, etc., are considered to be his/her direct responsibility, and no work will be performed on such systems or equipment without correlating the work with the Building Engineer. Should differences of opinion arise regarding work on the above listed systems or equipment items, they are to be referred to the Department of Facilities Management and Capital Improvements.

It is further understood that the Building Engineer will make every effort to achieve maximum efficiency in the operation of heating, ventilation and air conditioning systems to the extent possible without interference with the educational program. To this end, efforts are to be made to minimize overheating by maintaining temperatures as low as possible during the heating season without interfering with the educational process. The final decision in controversies regarding temperature shall be made by the principal. The working hours of the Building Engineer shall continue to be governed by the necessity to have acceptable temperatures and have ventilation systems in operation from the beginning to the end of the school day and the eight (8) hour minimum work day. In the event that a difference of opinion arises as to what constitutes an acceptable temperature, and inasmuch as the Engineer will accede to the request of the principal, it will be the responsibility of the Engineer to forward to the Department of Facilities Management and Capital Improvements a statement of his/her position, with supporting reasons, with a copy to the building principal. The Department of Facilities Management and Capital

Improvements will then submit a recommendation to the Chief Operating Officer for consideration by an appropriate administrative committee, following which, a decision will be rendered in a timely manner.

All members of the bargaining unit shall observe all safety rules and safety procedures.

Any Engineer who becomes aware of any emergency or condition which requires immediate action in order to prevent irreparable harm to the building, grounds, and, more importantly, to the occupants of said building, shall take immediate action to correct the condition and to report such action to the principal and the Department of Facilities Management and Capital Improvements for review and appropriate follow-up.

B. Chief Engineer

In order to allow principals to devote their time to educational leadership, the principal should be freed from day-to-day management of school facilities. The classification A, B, C, or D Engineer shall be the Facilities Manager, reporting to the principal. As Facilities Manager, the Chief Engineer shall be accountable for the safe, economical operation of the school building and grounds, including responsibility for minor repairs, ordering supplies, filing repair requests, assisting in orientation, training, and supervision over the work of Engineers, trainees, custodial workers and the work of trades or contractors who come into the building to do repair work.

The principal shall confer with the Chief Engineer about the operation and condition of the building, safety, maintenance, cleanliness, scheduling, and any other matters which may jeopardize the well-being of students and occupants at the school.

The Chief Engineer shall be responsible for the preparation and processing of the appropriate requisitions for Physical Plant repairs, replacement parts, and plant operation supplies. Such requisitions shall bear the signatures of the Chief Engineer and the principal. Upon request, but not more than monthly, the School District shall supply the Chief Engineer with a report which details some or all of the following: the status of all outstanding requisitions; plant emergency orders; immediate service requisitions; purchase orders; scheduled capital improvements; or other such information.

The Chief Engineer shall be responsible for the security and storage of supplies, materials and equipment received and accepted by the Chief Engineer.

The Chief Engineer shall have access to and shall be responsible for the proper maintenance of all areas of the building and grounds to which he is assigned.

All members of the bargaining unit shall have in effect, at all times, a current, valid Stationary Engineer's license issued by the City of Detroit. Said license shall be posted in accordance with the City of Detroit ordinance.

The Chief Engineer shall be responsible for keeping all attendance records of the Engineer and custodial employees assigned to the unit in an orderly fashion. The Chief Engineer shall be responsible for the daily record of the employees' time, the attendance report, and all supporting documents for all custodial employees assigned to the building.

The Chief Engineer shall be responsible for the preparation of monthly reports as designated by the Department of Facilities Management and Capital Improvements. These reports include, but are not limited to, the following: broken glass and property damage report; performance rating of custodial personnel; performance rating of Assistant Engineer; performance rating of probationary or substitute employees; building safety report; boiler report; vermin and pest control report; and electrical energy consumption.

The Chief Engineer shall be responsible for complying with all safety and health codes applicable to his/her area of responsibility, and shall be responsible for carrying out all directives related to safety and health codes as directed by the Department of Facilities Management and Capital Improvements. Whenever such information becomes available, the School District shall advise the Chief Engineer of any and all safety related information regarding his/her assigned building(s). Said information shall include, but not be limited to, code violations, sample test results, scheduled tests, and scheduled corrective actions.

On or before the first day of school of each school year, the Chief Engineer shall present to the principal, in writing, the goals and objectives of the maintenance program for the Chief Engineer of the school building for that school year.

The summer maintenance schedule will be developed by the Building Engineer and reviewed with the Building Administrator and the Department of Facilities Management and Capital Improvements by May 1st each year to coordinate with the vacation schedule.

The Chief Engineer shall serve on the Site-Based Management Committee of each school.

C. Work Locations Other Than Schools

The Chief Engineer at non-school buildings will report to the Building Administrator at each such site (Schools Center Building is managed by the Department of Facilities Management and Capital Improvements).

**ARTICLE XVIII
EMERGENCY DAYS**

In the event an emergency half-day or day(s) is declared by the General Superintendent, all personnel covered by this Agreement are to report to their regularly assigned locations unless otherwise notified.

It is agreed that bargaining unit members who work during emergency half or full days shall be paid at two times (2X) their normal rate, beginning with the ratification of this Agreement.

**ARTICLE XIX
WAGES AND CLASSIFICATIONS**

Section 1 Salary Schedules

A. 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 ninety-six percent (96%) [at least ten (10) days for twelve (12) month employees; at least eight (8) days for ten (10) month employees].

B. 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.

C. 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 XXI(b). 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.

D. Disputes about absences arising from FMLA claims may be appealed to the School District's medical or civil rights offices.

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

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

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

Section 2 Wages

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

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

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

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

C. Effective the first full pay period in October, 1985, wages for members on the afternoon shift shall be increased twenty-five cents (\$.25) per hour. Wages for members on the midnight shift shall be increased by forty cents (\$.40) per hour. Wages for members on relief shifts shall be increased by forty cents (\$.40). This differential is to be paid only during the period employees work the mentioned shifts.

D. Effective the first full pay in January, 1987, the longevity rate after twelve (12) years will be increased to twelve cents (\$.12) per hour.

See Appendix "A" for rates by classification.

E. Beginning with the 1997-1998 school year, all full-time Union Representative positions shall be reimbursable three(3) out of five(5) days.

F. Revise Class "C" pay schedule to reflect change to 2nd Class Engineer. Class "C" Engineer will be compensated, effective January 1, 2000, at an annual rate equal to two thousand dollars (\$2,000.00) more than a Stationary 2nd Engineer.

G. No unit member shall suffer a reduction in their base salary rate as a result of the reclassification of buildings for staffing purposes. No current Class "C" Engineer shall be transferred, displaced, demoted or otherwise harmed by this modification.

**ARTICLE XX
INSURANCE OPTION**

Section 1

Effective April 1, 1978, the cost of health insurance described in Section 1 shall be fully subsidized by the School District.

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

Section 2

Health insurance benefits include:

Semi-Private room, 365 days of coverage, 45 days of coverage for TB, nervous and mental conditions, dependent children coverage through age 25, medical-surgical care, no members liability on radiological therapy, x-rays, EKG's and laboratory tests, and Master Medical \$50 deductible with 80-20 co-pay as described by Blue Cross/Blue Shield of Michigan.

Effective February 6, 1984, bargaining unit members shall be provided a \$3.00 co-pay Prescription Drug Rider to their health insurance benefit. Effective March 1, 1987, the School District shall provide a hearing rider to present health coverage for "employees only".

Effective October, 1987, a PREVENT program or equivalent will be implemented.

Section 3 Health Insurance Options

Effective April 1, 1978, a regular employee may elect to apply the health insurance subsidy for himself/herself and dependents to coverage under Blue Cross/Blue Shield of Michigan, Health Alliance Plan, HMO, Total Health Plan. The subsidy shall not exceed the cost of the Blue Cross/Blue Shield of Michigan Program.

With respect to health insurance coverage only, the School District may, following consultation with the Union, choose a different carrier(s), but with equivalent insurance coverage and benefits. In the event of a dispute as to the equivalency of insurance coverage and/or level of benefits, such dispute shall be submitted to a mutually acceptable insurance actuarial consultant whose decision shall be final and binding. The cost, if any, shall be shared equally by the School District and the Union.

The Union shall have a Health Insurance Option in the selection of programs so long as the cost level of the School District's health, dental or optical plans do not exceed the present cost guidelines or adjusted guidelines of those currently sponsored for employees.

If, during the term of this Contract, a Federal Health Security Act is enacted, the parties will reopen the Contract to renegotiate the extent, if any, to which additional wages should be paid to unit employees as a result of any savings which may ensue by reason of enactment of such legislation.

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

Effective March 1, 1995, the current HMO Plan offerings will be amended as follows:

1. Total and the Wellness Plan will no longer be offered.
2. The Blue Cross/Blue Shield Traditional Plan will remain unchanged except as noted below in no. 7.
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. Omni Care will be amended to the Omni Plus (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, pap smears and prostate screening will be paid for all members, regardless of the insurance coverage that is selected by the members.

Section 4

The parties agree that the prescription drug benefit will be administered through M.E.B.S.

Section 5 Opt-Out

The Opt-Out Plan as proposed by the Employer:

Employees who are covered by a health care plan offered by an employer other than the School District, and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the School District may, each enrollment year at the time of the enrollment period, opt-out from School District coverage, and for said enrollment year, receive a nine hundred dollar (\$900.00) payment from the School District as payment in full. Once an employee opts-out for a given year, the employee will not be able to receive the School 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 School District's coverage under the conditions just stated, the employee shall pay back pro-rata the said nine hundred dollar (\$900.00) payment provided herein. The nine hundred dollars (\$900.00) will be paid for each enrollment year that the employee elects to opt-out under this provision.

Effective March 1, 1995, the opt-out payment will be increased from nine hundred dollars (\$900.00) to one thousand two hundred dollars (\$1,200.00).

Section 6

Effective October 6, 1981, the School District shall provide full family coverage for dental insurance, as described in the Comprehensive Dental Expense Plan of Delta Dental Plan of Michigan, or a comparable program.

The annual maximum per eligible family member for Class I and Class II benefits shall be increased to one thousand five hundred dollars (\$1,500.00) a year.

Section 7

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

If husband and wife are both regular School District employees, insurance coverage will be subsidized only on the basis of one employee carrying full family health, dental and optical insurance. There shall be no duplication of individual benefits for a husband and wife who are both regular School District employees.

Section 8

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

B. The life insurance program shall be improved effective October 1, 1979, by increasing the policy for active employees to fifteen thousand dollars (\$15,000.00).

C. The Detroit Public Schools shall continue to contribute approximately ten percent (10%) of the cost of supplementary Group Life insurance.

Section 9

A Long-Term Disability Plan will be purchased by the unit's members, by deducting the appropriate amount from the members' wages.

The School District agrees to assist in the creation and payroll deduction for a Union administered Long-Term Disability Plan.

ARTICLE XXI

SICK LEAVE AND PERSONAL BUSINESS LEAVE POLICY

A. Sick Leave

1. Sick leave for unit members **HIRED BEFORE JULY 1, 1997**, shall accumulate in a single bank at the rate of seventeen (17) days per year, with a limit of two hundred (200) days.

Sick leave for unit members **HIRED AFTER JUNE 30, 1997**, shall accumulate in a single bank at the rate of one (1) day per month in their first year of employment, and one and one-fifth (1.20)

days per month until the four (4) year probation period is over. Starting in the fifth (5th) year, the employees will earn .65 sick days per biweekly pay period, with a limit of two hundred (200) days.

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 School 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, he may thereafter draw from his "Catastrophe Bank" to the extent he has made contribution to said bank.

When requested to do so, the employee shall furnish satisfactory evidence of the illness to the School District's Medical Officer prior to the granting of time from the employee's "Catastrophe Bank".

2. 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:
 - (a) The Report of Industrial Injury shall be filed with the principal/appropriate administrative unit head 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.
 - (b) The employee must file for Workers' Compensation benefits when eligible, no later than thirty (30) calendar days from the date giving rise to the assault claim.
 - (c) 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 MPSERS retirement (regular or disability).
 - (d) 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).
 - (e) Failure of an employee to apply for such benefits, within the time limits, shall disqualify the employee from receiving further benefits under this section.
 - (f) Failure of an employee 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 employee, 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 and pursues a Workers' Compensation claim, any recovery shall be Workers' Compensation benefits only. The employee shall not receive assault pay benefits.
3. The sick leave bank of employees employed in schools shall not be charged for necessary absence up to and including five (5) work days resulting from the following childhood diseases: chickenpox, measles, mumps, diphtheria, whooping cough. The statement of a licensed physician shall be required as proof of the cause of such absence.
4. Upon retirement, with a retirement allowance in accordance with the qualifications established by the Michigan Public School Employees Retirement System — School District of the City of Detroit, an employee will be paid an amount not to exceed one-half (1/2) his/her unused sick leave days, with a maximum allowance of thirty-five (35) days pay.

The estate of an employee who dies during the term of this Agreement shall receive terminal pay calculated on the same basis as if he/she had retired.

B. Absences Chargeable to Sick Leave

1. Personal Illness

All absences due to illness of employee may be charged to Sick Leave until Sick Leave Bank is exhausted.

2. Death Leave

Absence due to death of a member of the immediate family may be charged to Sick Leave to the extent of one (1) to five (5) scheduled working days as necessary for each death.

- (a) Included in the immediate family membership: husband, wife, children, father, mother, grandfather, grandmother, brothers, sisters, mother-in-law, father-in-law, and any other relative or non-relative living and making his 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 (7) 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 (1) fiscal year. Two (2) 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 (2) 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 (1) fiscal year that do not fall in the categories below, will also result in loss of pay.

- (a) Absence to attend wedding of member of the immediate family only.
- (1) **NOT** chargeable to Sick Leave:
- Absence for weddings of other than members of immediate family.
 - Absence to arrange for wedding.
- (b) Absence for employee's own wedding.
- (1) **Chargeable** to Sick Leave:
- Such working days as fall within five (5) consecutive calendar days, including and subsequent to wedding day.
 - Day of wedding is counted as one (1) of five (5) days, but only charged to Sick Leave if a scheduled working day.
 - Saturdays, Sundays and holidays, if any, within a five (5) day period, are not counted as part of five (5) day 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:
- Time actually required to attend funeral and to return.
 - Local funerals usually involve one-half (1/2) or one (1) day only.

- (d) Absence caused by exposure to contagious disease in the immediate family where employee, though not ill himself, is required by Board of Health 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 employee's provision of care is not necessary since "other arrangements" are possible.
- (2) **CHARGEABLE** to Sick Leave:
- The "necessary care" must be such as would be prescribed by a physician or required by incompetency of relative requiring care.
 - In almost all cases, "other arrangements" are considered possible - certainly within one (1) day of the emergency.
- (f) Absence because of required court appearance.
- (1) **NOT** chargeable to Sick Leave:
- Employees are expected to arrange legal meetings and conferences on non-work days. "Required appearances" on work days that could have been scheduled for non-work days may not be charged to Sick leave.
 - Probate hearings are generally set to accommodate those involved. Such hearings should be set on non-work days or during vacation periods.
 - Absence for "required court appearance" in cases initiated by employee, especially where personal property gain is involved, is not chargeable to Sick Leave.
 - Absence to accompany 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 evidence 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:
- 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).
 - 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 employee to report for duty.

(1) NOT chargeable to Sick Leave:

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

(i) Absence because of required observation of a recognized religious denomination.

(1) NOT chargeable to Sick Leave:

a. If it is possible to fulfill necessary religious obligations outside of working hours, employee is expected to report for duty.

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 School 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.

After five (5) consecutive work days of Sick Leave, a bargaining unit member must furnish a statement from his/her physician on Form 432, Release Pay Check: Physician's Certificate, in order to secure his/her next pay check.

In cases involving surgery, bone fractures, heart, thyroid, and nervous disorders, the employee must have the approval of the School District Medical Examiner before he/she may return to duty.

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 supervisor). Information may also be obtained on a Form 432 completed by employee's physician.

Employees who remain on extended sick leave may be asked to have a medical examination by the School District Medical Examiner during the period they are absent after continued absence beyond two (2) 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 School District Medical Examiner, such absence may be charged 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 bi-weekly gross earnings.

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

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

The decision of the School District Medical Examiner under this Article is binding, except that if an employee is not satisfied with the deci-

sion of the School District Medical Examiner, as to his/her ability or disability for work, the employee may appeal the decision under the following conditions:

The School District Medical Office shall provide a list of three (3) appropriate specialists. The employee shall consult any one of those designated at his/her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work, and shall not be subject to the Grievance Procedure of this Collective Bargaining Agreement.

If the employee fails to contact one of the specialists for purposes of examination within ten (10) working days after receipt of names of specialists from the School District Medical Examiner, the School District Medical Examiner's decision shall be deemed to have been sustained by the specialist. In such instance, the determination of the School District Medical Examiner shall be final and binding as to whether the employee is able or unable to work, and shall not be subject to the Grievance Procedure of this Collective Bargaining Agreement.

C. Maternity Leave Policy

Absences from work, which are associated with pregnancy, childbirth and child care, shall be subject to the respective regular School District provisions as applicable, for approved illness absence. Leave of Absence for Illness (without pay because sick leave is exhausted), approved absence without pay, or Leave of Absence for Personal Business (except as specifically otherwise provided in the Statement of Policy).

1. Requirement for Continued Work:

(a) 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 (4th) month of pregnancy.

(b) In order to provide a 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 (4th) month of pregnancy. Tentative dates may be revised.

(c) An employee may continue to work in her current assignment provided that the employee shall submit 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 fill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.

2. Requirements for Approved Illness Absence for Disability (Illness) Without Pay, or Leave of Absence for Illness (Without Pay Because Sick Bank is Exhausted):

(a) 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 School District Medical Examiner that the employee is unable to work.

- (b) 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 School District Medical Examiner.
- (c) An employee shall not move from any unpaid leave of absence status to paid disability absence status.
- (d) An employee shall not move from a paid disability absence to an approved absence without pay.

3. Requirements for Leave of Absence for Personal Business Without Pay:

An employee shall, upon request, be granted 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.

Leaves of absence for extended childcare shall be provided to parent employees making such requests. Such requests shall not be granted more than once during a thirty-six (36) month period. Such leaves of absence are subject to the regular provisions of the Leave of Absence for Personal Business.

4. Requirements for Return to Work:

- (a) After childbirth, the employee's return must be approved by the employee's personal physician and the School District Medical Examiner.
- (b) 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 illness absence and the regular procedures for approved absence without pay.
- (c) Regular conditions and provisions applicable to returns to active employment from illness absence, Leave of Absence for Personal Business or resignation shall apply.

5. Related Conditions:

- (a) Regular conditions and provisions for continuation of insurance, which apply to approved absences and/or Leave of Absence, shall apply.
- (b) The decision of the Medical Office in this Article is binding, except that if an employee is not satisfied with the decision of the School 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 (1/2) of the cost of the evaluation and the employee shall pay the other half. Within twenty (20) business days, the specialist shall furnish a report relative to his/her evaluation to the School District of the City of Detroit, to the Union and to the employee. The determination of the specialist shall be final and binding as to whether the employee is able or unable to return to work. The time limits specified in this procedure may be extended by mutual agreement.

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

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

6. Sick Bank Incentive Plan

The parties agree to implement a sick leave incentive program effective for all persons retiring from October 1, 1987, through the end of the Collective Bargaining Agreement.

Members of the unit represented by Local 547, IUOE will receive a payment upon retirement of an amount equal to twenty-six percent (26%) of their daily rate times the number of sick days left in their bank once the thirty-five (35) for seventy (70) days have been paid, up to a maximum of two hundred (200) days.

- (a) 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.

ARTICLE XXII LEAVE FOR UNION BUSINESS

A member of the Union may be selected to serve on committees beneficial to the School District, or elected to attend special Union conferences, county, state or national conventions in accordance with present School District policy.

ARTICLE XXIII MILITARY LEAVE

Employees who are in some 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
OTHER LEAVES OF ABSENCE POLICY**

Section 1

Employees covered by this Agreement shall be subject to all provisions of the School District's general rules governing leaves of absence, including provisions governing the employee's return to employment with the School District.

Section 2

Employees in classifications below First Class Engineer, who have been employed by the School District for at least two (2) calendar years, may be permitted a leave of absence not to exceed one (1) calendar year under the following conditions:

- A. The applicant shall attend a recognized school for Stationary Engineers during the period of the leave.
- B. No request for such leave shall be granted until the Personnel Department has ascertained that a satisfactory replacement is available.
- C. During the leave, the employee shall be permitted to be employed in a similar field of work with another employer.

**ARTICLE XXV
VACATIONS**

The Chief Engineer shall schedule vacations for the Engineers and custodians assigned to the school building, with the approval of the principal. The principal shall schedule the vacation request for the Chief Engineers of a school building. Vacation accrual benefits shall not be limited where a bargaining unit member's previously scheduled vacation has been canceled by the District. For assignments other than schools with principals, the administrator of the facility will schedule vacations.

While vacations may be scheduled throughout the year whenever service needs permit, for Seniority and work Schedule co-ordination Summer Vacation Requests for the months of June, July and August will be made by March 15th, and approved no later than fifteen (15) days following approval of the summer maintenance schedule by the Department of Facilities Management and Capital Improvements. Vacations of one (1) or more weeks will take precedence over shorter, i.e., one (1) day vacation requests. Following that date, vacation requests will be granted on a first come, first served basis, provided service needs permit.

A. Effective December 31, 1977 (the beginning of the new pay period), all regular employees covered by this Agreement shall receive vacation with pay as follows:

- 0-1 year Vacation to be earned at rate of one (1) week per year - 0.19 per bi-weekly pay period.
- 1-4 years Vacation to be earned at rate of two (2) weeks per year - 0.38 per bi-weekly pay period.
- 5-14 years Vacation to be earned at rate of three (3) weeks per year - 0.57 per bi-weekly pay period.

- 15-19 years Vacation to be earned at rate of four (4) weeks per year - 0.76 per bi-weekly pay period.
- 20 years or over Vacation to be earned at rate of five (5) weeks per year - 0.95 per bi-weekly pay period.

If an employee becomes incapacitated due to illness, and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. Medical evidence of such incapacity will be provided by the employee. Vacations may not be taken until after sixteen (16) weeks of employment. Vacations must be taken during the year earned, or in the following year, or be forfeited. No bargaining unit members will suffer a loss in vacation benefits as a result of this change.

B. Unused Sick Leave - Bonus Vacation Days

Effective at the end of the fiscal year 1982-83:

If an employee has twelve (12) or more unused sick days for the year, he shall receive five (5) additional vacation days. If, at the end of the fiscal year, an employee has nine (9), ten (10), or eleven (11) unused sick days for the year, he shall receive three (3) additional vacation days.

Bonus vacation days earned pursuant to the above plan shall be used in accordance with present School District vacation policy. The School District shall have the option to pay for bonus vacation days and administrative leave days in lieu of time off.

C. Employees desiring to work their vacation shall submit a letter to the Operations Section no later than May 1st of each year. Employees working during their vacation period shall receive straight time at the First Assistant classification rate for hours worked. Persons only work the hours of summer school. Positions will be filled by Engineers with the proper licenses, in accordance with the regular relief provisions, prior to authorizing a person to work during their vacation.

Engineers will be given preference in their own building if they have a letter in.

D. It is the responsibility of the Building Engineer to have the boilers and related equipment cleaned, repaired, inspected, and properly laid up prior to leaving for summer vacation.

E. A summer maintenance schedule will be developed by the Building Engineer and the Building Administrator. The summer maintenance schedule must be submitted to the Department of Facilities Management and Capital Improvements for approval no later than May 1st.

All vacations are subject to be changed if an emergency situation is declared by the principal or the Chief Executive Officer.

**ARTICLE XXVI
HOLIDAYS**

A. All regular employees covered by this Agreement shall be paid for the following holidays:

Independence Day, Labor Day, Veteran's Day (afternoon only), Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Birthday,* Good Friday and Memorial Day.

If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday falls on Sunday, Monday shall be observed as the holiday. If the holiday falls within the employee's scheduled vacation period, the employee shall be granted another day off.

B. An employee is expected to work on the above holidays if requested to do so, but he shall be paid overtime in addition to his regular holiday pay. All such holiday work must be authorized by the principal or unit head.

C. If an employee works on the actual holiday instead of the designated holiday (see "A" above), the employee will be paid time and one-half (1-1/2) for each hour worked on the actual holiday.

D. 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 or sick pay, other than personal business.

*Since Building Engineers are assigned to cover their buildings on Martin Luther King's birthday, they are authorized to take one (1) day off without loss of pay. The Building Engineer's request for the use of this time must be taken during the Engineer's summer vacation period, or other such period, whereby building service is not disrupted. Time designated must be approved by the Operations of Buildings office.

**ARTICLE XXVII
PERSONAL PROPERTY LOSS DUE TO THEFT
OR MALICIOUS DAMAGE**

A Joint Administration/Union Committee shall be established to study and make recommendations in the following areas:

- 1. An approved list of tools and/or equipment for each classification within the bargaining unit.
- 2. Procedure for the submission of inventory lists by bargaining unit members.

The Joint Committee's recommendations shall be submitted to the Chief Executive Officer for approval no later than ninety (90) days after School District approval of this Agreement. The Chief Executive Officer or his designee shall act upon the recommendation without undue delay.

Each year, a fund in the amount of one thousand dollars (\$1,000.00) shall be established, from which members of the bargaining unit may be reimbursed, for approved claims in an amount not to exceed one hundred dollars (\$100.00) per bargaining unit member, for personal property loss due to theft, burning or willful or malicious damage. Personal property is defined as anything normally worn or carried into the building by the member of the bargaining unit, but shall not include cash. Personal property shall also include tools, provided the tools for which claim is made are on the approved list of tools and inventory list referred to in sub-paragraphs 1 and 2 above. All claims shall be submitted promptly and shall be considered at the close of the fiscal year. A determination shall be made

regarding the amount to be paid on each claim. In making a determination, the extent to which the claimant is entitled to be reimbursed from other sources for said loss shall be considered. In the event that the total approved claims exceed one thousand dollars (\$1,000.00), the affected bargaining unit members shall be reimbursed on a pro-rated basis.

If the tools of the Physical Plant Management employees described in Article XVII, paragraphs 2 and 3, are stolen or damaged by vandals, the School District will replace them to the extent that such tools are on the approved list of tools and inventory list referred to in sub-paragraphs 1 and 2 above.

Effective January 1, 1984, the fund shall be increased from the previous one thousand dollars (\$1,000.00) to three thousand dollars (\$3,000.00) for members in the bargaining unit. Members may be reimbursed for approved claims in an amount not to exceed one hundred dollars (\$100.00), except for tools. The maximum reimbursement for tools shall be two hundred dollars (\$200.00) per bargaining unit member.

**ARTICLE XXVIII
JURY DUTY**

An employee who is absent because he is performing jury duty in a state or federal court shall be paid the difference, if any, between his regular salary and the remuneration he receives as a juror, for a period not to exceed sixty (60) days in any calendar year.

**ARTICLE XXIX
VISITATION**

Officers or accredited Representatives of the Union shall be admitted into the buildings of the school system at reasonable times during working hours for the purpose of implementing or observing the implementation of this Agreement, including the adjustment of or assistance in the adjustment of grievances. However, such Representatives will follow regular school procedure in notifying the school office of their presence and purpose in the building.

**ARTICLE XXX
DELIVERY OF MATERIALS**

It is hereby reaffirmed that Engineering personnel are not required or expected to accept so-called tailgate delivery of materials. In the event the delivery agent will not make the proper delivery inside the building, the Engineer will not sign for or accept said delivery, but will immediately notify the principal or administrative unit head of the situation so that proper action may be instituted.

The Detroit Public Schools will provide the Chief Engineer a mechanism for direct purchase and delivery of parts and supplies needed for each of his/her facilities with an approval process with the principal or administrative unit head. Such procedure could include practices such as establishing a debit card program with major suppliers, blanket purchase orders, or other tactics to improve the quality, cost and cycle time of the procurement process.

To facilitate such improvements in business processes, the parties agree to create a joint purchasers user group committee, including Representatives of the Local Union, Purchasing, and the Department of Facilities Management and Capital Improvements, to ensure the cost effective standardization of various parts and supplies essential to the operation of many/all facilities, i.e. boiler compound, lubricating products, chlorine, packing, cleaning products, etc.

**ARTICLE XXXI
HEALTH AND SAFETY**

The District will make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate to that end and encourage the employees, at all times, to perform their assigned tasks in a safe manner.

It is agreed and understood that for safety and security reasons, the principal will designate at least one (1) working telephone for use by employees covered by this Agreement who may be required to work after normal and regular school hours.

In situations over which the School District has no control, the Union agrees to cooperate with the school implementing workable solutions.

Any bargaining unit member who becomes aware of a safety hazard within the school building, or on the school grounds, shall immediately investigate and take necessary action to eliminate the safety hazard. The Engineer shall immediately inform the principal of the presence of said safety hazard and the action taken to remedy the safety hazard.

The District shall, whenever possible, inform employees prior to utilizing hazardous materials what appropriate protective measures will be instituted.

The District agrees to provide required personal protective equipment, devices and clothing, without cost to employees.

The District agrees to ensure that Engineers assigned to one (1) person buildings will be provided assistance and equipment to safely work in confined space areas.

Any grievance arising under this Article may be processed according to Article VII.

**ARTICLE XXXII
JOINT SAFETY COMMITTEE**

A Joint Safety Committee, consisting of three (3) management representatives and three (3) Union representatives, at least two (2) of whom from each party shall have knowledge of safe building operations and maintenance.

**ARTICLE XXXIII
TOOL AND MILEAGE ALLOWANCE**

Section 1 Emergency Relief Engineers - Mileage

When an employee is called to report to other than his normal work location, he shall be paid mileage from his home to the job location to the

extent that such mileage exceeds the number of miles from home to the shop to which the employee is regularly assigned. This provision shall not apply after said employee has been assigned to the same job location for a period exceeding two (2) days.

Section 2

Effective October 1, 1980, Emergency Relief Engineers shall receive a twenty-five dollar (\$25.00) monthly tool and equipment carrying allowance, provided their car and tools are available on a continuous basis. In case of vacation, sick leave and other absences, the employees shall receive a pro-rated amount of the twenty-five dollars (\$25.00), based upon the actual number of days such tools and equipment were carried for the School District.

School District expenditures for tools will be analyzed for the 1985-86 year for the purpose of determining approximate annual cost. The parties will then meet to determine alternatives for providing tools or tool allowances for eligible members.

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.

Section 3

The School District agrees to pre-fund the small parts fund in each school.

**ARTICLE XXXIV
LICENSES**

Section 1

A bargaining unit member may be by-passed in the promotional procedure if he does not possess a required refrigeration license by a lesser seniority member who does possess the required refrigeration license.

Section 2 License Exam

Employees will be allowed time off without charge to their Sick Leave in order to take the license examination with the City of Detroit.

Where possible, the employee will report to work and assist the Engineer in the morning start-up prior to going for examinations.

Should plant operation be such that the Engineer cannot release the employee without having a replacement, the employee will be relieved from reporting for work that day.

**ARTICLE XXXV
PROVISIONS FOR SECOND CLASS
RELIEF ENGINEER**

To be eligible for the positions, applicants must possess valid, Second-Class Steam and Third-Class Refrigeration licenses issued by the City of Detroit, and must have had at least one (1) year's experience as a Second Stationary Engineer in the Detroit Public Schools. Employees selected will be assigned to replace absent employees in Second Stationary, Third Stationary, Class "D" Engineer or Boiler Operator positions, or to perform maintenance duties. Payment shall be at the rate of Second Stationary Engineer-Shift.

**ARTICLE XXXVI
BOILER OPERATORS**

The policy of utilizing Boiler Operators in preventative maintenance and other bargaining unit work during the summer months shall not be discontinued without prior notice to and consultation with the Union.

**ARTICLE XXXVII
SPECIAL WAGE ADJUSTMENT - CHIEF ENGINEER**

Section 1 Central and Northwestern High Schools:

Chief Engineers (Class A) assigned to Central and Northwestern High Schools may be permitted to work an additional one-half (1/2) hour per day at the rate of time and one-half (1-1/2).

If, in the opinion of either party, conditions at Central and/or Northwestern High Schools justify the half (1/2) hour extension of the Chief Engineer's working day change, the parties shall negotiate the extent, if any, that such additional time shall be allotted.

Section 2 Special Wage Adjustment and Re-assignments:

A. Agree to three (3) administrative positions (NISP) in Operations of Buildings, taking place of Class A Engineer positions. Three (3) Class A positions transferred to Lab to perform maintenance, free of relief responsibility, as earlier proposed by the Union as a major need. (See Letter of Agreement in Appendix.)

B. Effective October, 1987, Northwestern special overtime no longer required with consolidation of buildings from five (5) to one (1).

**ARTICLE XXXVIII
DISCIPLINARY ACTION**

Subject to the Grievance Procedure contained in this Agreement, nothing contained in this Agreement shall restrict management from suspending, with or without pay, demoting, discharging, or otherwise disciplining any bargaining unit member where just cause for such action exists. When disciplinary action is contemplated, except in cases of serious misconduct, the employee and the Union shall be notified of the reasons thereof, in advance, in writing, of a meeting called for that purpose. At such meeting the employee shall be entitled to have Union representation.

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

**ARTICLE XXXIX
COMMUNITY USE RATES**

Section 1

The District will determine, at its discretion, whether the services of bargaining unit members are required where community use of schools is being made after regular school hours. In the event the District concludes such services are to be rendered, such bargaining unit members so working will be paid according to Article XVI, Section 2A.

Section 2

When an employee is required to report back for community use activity, he will be compensated for a time period of not less than three (3) hours.

Section 3

The parties agree to treat weekend continuous hours as we currently treat weekday continuous time.

Section 4

Employees who are granted overtime under this provision in the Agreement must actually perform the work during the time allotted. The overtime cannot be worked contemporaneously with the regular assigned work hours. It must be worked before and/or after the regular work shift.

Such time must be reported within the pay period of the time worked. Failure to report this time as required in the previous sentence may subject the employee to discipline.

**ARTICLE XL
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 judg-

ment 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 XLI
OUTSIDE EMPLOYMENT**

Outside employment shall not interfere with an employee's employment obligations with the Detroit Public Schools.

Accordingly, any employee engaged in employment in addition to Detroit Public Schools must disclose the additional employment in writing to the Department of Human Resource Management and Planning. This disclosure must include the name, address and telephone number of the additional employer, and the work schedule of the employee. Failure to disclose such employment will subject the employee to disciplinary action, up to and including termination.

**ARTICLE XLII
SMALL PARTS FUND**

The procedure for the Building Engineers to purchase small parts from the local school fund is outlined as follows:

Local School Fund for Building Engineers to Purchase Small Parts

Process:

1. Each school is allocated funds for the Engineer to purchase parts on the following basis:

(a) Each patrol school	\$100.00
(b) Class D Building	\$200.00
(c) Class C Building	\$400.00
(d) Class B Building	\$600.00
(e) Class A Building, Voc./Tech Centers, S.C.B., Willis Warehouse, and so on	\$800.00
2. Principal must approve purchase of all items and reimburse the Engineer from local school funds when receipts are turned in.
3. The local school is to be reimbursed on a quarterly basis for expenditures from the local school fund. The quarterly report of expenditures is to be submitted on the Heating Plant Section no later than ten (10) days after September 30th, December 31st, March 31st, and June 30th All receipts and an accounting for the expenditures are to be attached to the quarterly report form.

Procedures:

1. A Form FIS 120 is to be completed and submitted along with the quarterly report form for reimbursement of expenditures at the local school. The FIS 120 will be approved by the Heating Plant and Housekeeping Department unit head and forwarded to Accounting for reimbursement.

2. All parts that cost more than fifty dollars (\$50.00) need also to be approved by the Heating Plant Section prior to purchase due to the technical nature of engineering parts. Any item that costs more than fifty dollars (\$50.00) that has not been approved by the Heating Plant Section will not be approved for reimbursement.
3. The Building Engineer is to be provided a list of School Board approved vendors and is encouraged to use same. However, due to the technical aspect of the parts, use of School District approved vendors is not mandatory.

(See Appendix "C" for form.)

The Detroit Public Schools acknowledges its responsibility to reimburse under the procedure, and with the proper documentation, will promptly resolve outstanding reimbursement requests.

**ARTICLE XLIII
UNION RATIFICATION AND BOARD OF
EDUCATION APPROVAL**

This Agreement shall become effective upon ratification by the Union and approval thereafter by the School District.

**ARTICLE XLIV
TERMINATION, CHANGE OR AMENDMENT**

This Agreement shall become effective on October 1, 1999, and remain in full force and effect until 11:59 p.m. September 30, 2003. It shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by registered mail ninety (90) days prior to its anniversary date.

For the
**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO:**

Phil Schloop

For the
**SCHOOL DISTRICT OF
THE CITY OF DETROIT:**

Charles L. Wells, III

Approved: David Adamany
Chief Executive Officer

Date: March 8, 2000

APPENDIX "A"
DETROIT PUBLIC SCHOOLS
 Local 547 - I.U.O.E. Salary Grade Rates
 Effective October 1, 1999 thru September 30, 2003

Salary Plan	Grade	Description	Min./Hour	Max./Hour	1999-2000 Min. Hry. Rate Effective 10/1/1999	1999-2000 Max. Hry. Rate Effective 10/1/1999
E	001	3690 Class A Engineer	27.874400	27.994300	28.431888	28.551788
E	002	3700, 8290 Class B Engineer	26.519400	26.639300	27.049788	27.169688
E	003	3710, 8300 Class C Engineer	25.253600	25.373500	25.788572	25.908472
E	004	3720 Class D Engineer	20.832200	20.952100	21.248844	21.368744
E	005	3740 Emergency Relief Engineer	27.196900	27.316800	27.740838	27.860738
E	006	3770, 3800, 8320 First Stationary Engineer	24.023500	24.143400	24.503970	24.623870
E	007	3750 1st-Acting Stationary Engineer	22.882500	23.002400	23.340150	23.460050
E	008	3780, 3810, 8330 2nd Stationary Engineer	21.723600	21.843500	22.230072	22.349972
E	009	6320 2nd-Shift Stationary Engineer	21.795600	21.915500	22.230072	22.349972
E	010	3790 3rd Stationary Engineer	19.994300	20.114200	20.394186	20.514086
E	011	6330 3rd-Shift Stationary Engineer	20.066300	20.186200	20.466186	20.586086
E	012	3270 Boiler Operator	18.211400	18.331300	18.575628	18.695528
E	013	3280 Boiler Operator, Emergency Relief	18.404100	18.524000	18.804481	18.924381
E	014	3280 Boiler Operator, Senior	18.354100	18.474000	18.721182	18.841082
E	015	4620 Apprentice Stationary Engineer	11.539200	11.659100	11.769984	11.889884
E	016	4600 trainee	16.851900	16.971800	17.188938	17.308838
E	017	9230 Boiler Operator - ES	18.211400	18.331300	18.575628	18.695528
E	018	9210 1st Stationary Engineer - ES	24.023500	24.143400	24.503970	24.623870
E	019	9200 2nd Stationary Engineer - ES	21.723600	21.843500	22.158072	22.277972
E	020	9250 3rd Stationary Engineer - ES	18.994300	19.114200	19.394186	19.514086
E	021	8560 - Afternoon Shift Engineers	0.250000	0.250000	0.250000	0.250000
E	022	8690 - Midnight Shift Engineers	0.400000	0.400000	0.400000	0.400000
E	023	E150 Boiler Operator Trainee	0.400000	0.400000	0.400000	0.400000
E	024	E160 2nd Licensed Class C Engineer	23.116806	23.236706	14.860502	16.718065

APPENDIX "A"
DETROIT PUBLIC SCHOOLS
 Local 547 - I.U.O.E. Salary Grade Rates
 Effective October 1, 1999 thru September 30, 2003

Salary Plan	Grade	Description	2000-2001 Min. Hry. Rate Effective 10/1/2000	2000-2001 Max. Hry. Rate Effective 10/1/2000	2001-2002 Min. Hry. Rate Effective 10/1/2001	2001-2002 Max. Hry. Rate Effective 10/1/2001
E	001	3690 Class A Engineer	29.000526	29.120426	29.580537	29.700437
E	002	3700, 8290 Class B Engineer	27.590784	27.710684	28.142600	28.262500
E	003	3710, 8300 Class C Engineer	26.273845	26.393745	26.799322	26.919222
E	004	3720 Class D Engineer	21.673821	21.793721	22.107297	22.227197
E	005	3740 Emergency Relief Engineer	28.295655	28.415555	28.861569	28.981469
E	006	3770, 3800, 8320 First Stationary Engineer	24.994049	25.113949	25.493930	25.613830
E	007	3750 1st-Acting Stationary Engineer	23.806953	23.926853	24.263092	24.402992
E	008	3780, 3810, 8330 2nd Stationary Engineer	22.601233	22.721133	23.053258	23.173158
E	009	6320 2nd-Shift Stationary Engineer	22.673233	22.793133	23.125258	23.245158
E	010	3790 3rd Stationary Engineer	20.802070	20.921970	21.218111	21.338011
E	011	6330 3rd-Shift Stationary Engineer	20.874070	20.993970	21.290111	21.410011
E	012	3270 Boiler Operator	18.947141	19.067041	19.326084	19.445984
E	013	3280 Boiler Operator, Emergency Relief	20.073071	20.192971	20.473532	20.593432
E	014	3280 Boiler Operator, Senior	19.095606	19.215506	19.477518	19.597418
E	015	4620 Apprentice Stationary Engineer	12.005384	12.125284	12.245186	12.365086
E	016	4600 trainee	17.532717	17.652617	17.883371	18.003271
E	017	9230 Boiler Operator - ES	18.947141	19.067041	19.326084	19.445984
E	018	9210 1st Stationary Engineer - ES	24.994049	25.113949	25.493930	25.613830
E	019	9200 2nd Stationary Engineer - ES	22.601233	22.721133	23.053258	23.173158
E	020	9250 3rd Stationary Engineer - ES	20.802070	20.921970	21.218111	21.338011
E	021	8560 - Afternoon Shift Engineers	0.250000	0.250000	0.250000	0.250000
E	022	8690 - Midnight Shift Engineers	0.400000	0.400000	0.400000	0.400000
E	023	E150 Boiler Operator Trainee	15.157113	17.052427	15.460867	17.363476
E	024	E160 2nd Licensed Class C Engineer	23.560300	23.680200	24.011944	24.131844

APPENDIX "A"
DETROIT PUBLIC SCHOOLS
 Local 547 - I.U.O.E. Salary Grade Rates
 Effective October 1, 1999 thru September 30, 2003

Salary Plan	Grade	Description	2002-2003		2002-2003	
			Min. Hry. Rate Effective 10/1/2002	Max. Hry. Rate Effective 10/1/2002	Min. Hry. Rate Effective 10/1/2002	Max. Hry. Rate Effective 10/1/2002
E	001	3690 Class A Engineer	30,172,148	30,292,048	30,172,148	30,292,048
E	002	3700, 8290 Class B Engineer	28,705,452	28,825,352	28,705,452	28,825,352
E	003	3710, 8300 Class C Engineer	27,335,308	27,455,208	27,335,308	27,455,208
E	004	3720 Class D Engineer	22,549,443	22,669,343	22,549,443	22,669,343
E	005	3740 Emergency Relief Engineer	29,438,800	29,558,700	29,438,800	29,558,700
E	006	3770, 3900, 8320 First Stationary Engineer	26,003,809	26,123,709	26,003,809	26,123,709
E	007	3750 1st-Acting Stationary Engineer	24,768,754	24,888,654	24,768,754	24,888,654
E	008	3780, 3810, 8330 2nd Stationary Engineer	23,514,323	23,634,223	23,514,323	23,634,223
E	009	6320 2nd-Shift Stationary Engineer	23,596,323	23,706,223	23,596,323	23,706,223
E	010	3790 3rd Stationary Engineer	21,842,473	21,962,373	21,842,473	21,962,373
E	011	6330 3rd-Shift Stationary Engineer	21,714,473	21,834,373	21,714,473	21,834,373
E	012	3270 Boiler Operator	19,712,606	19,832,506	19,712,606	19,832,506
E	013	3260 Boiler Operator, Emergency Relief	20,882,002	21,001,902	20,882,002	21,001,902
E	014	3280 Boiler Operator, Senior	19,867,068	19,986,968	19,867,068	19,986,968
E	015	4620 Apprentice Stationary Engineer	12,490,402	12,610,302	12,490,402	12,610,302
E	016	4600 Trainee	18,241,038	18,360,938	18,241,038	18,360,938
E	017	9230 Boiler Operator - ES	19,712,606	19,832,506	19,712,606	19,832,506
E	018	9210 1st Stationary Engineer - ES	26,003,809	26,123,709	26,003,809	26,123,709
E	019	9200 2nd Stationary Engineer - ES	23,514,323	23,634,223	23,514,323	23,634,223
E	020	9250 3rd Stationary Engineer - ES	21,642,473	21,762,373	21,642,473	21,762,373
E	021	8560 - Afternoon Shift Engineers	0,250,000	0,250,000	0,250,000	0,250,000
E	022	8690 - Midnight Shift Engineers	0,400,000	0,400,000	0,400,000	0,400,000
E	023	E150 Boiler Operator, Trainee	15,770,085	15,890,000	15,770,085	15,890,000
E	024	E160 2nd Licensed Class C Engineer	24,473,178	24,593,078	24,473,178	24,593,078

APPENDIX B

LETTER OF AGREEMENT

The parties agree to continue the Staffing Committee procedures which include the right of either party to make proposals, the requirement for on-site visits, which include a review of the equipment, hours of operation, the Engineers' and Building Administrator's concerns, and other relevant information.

Moreover, the parties are committed to use the Staffing Committee to make recommendations on staffing matters to the Director of Heating Plant and Housekeeping or his successor, keeping appropriate minutes and records. Following this mutual recommendation, the Director of Heating Plant and Housekeeping will review the recommendation and either approve it or discuss his concerns directly with the head of the Local Union.

Where no agreement can be reached in the Staffing Committee, the matter will be referred to the Deputy Superintendent of Fiscal Integrity. Both parties, Union and Management, will present their side of the issue to the Deputy Superintendent of Fiscal Integrity. The Deputy Superintendent will decide whether or not to move forward with Management's recommendation. If the Deputy Superintendent of Fiscal Integrity decides to move forward with Management's recommendation, the matter will be submitted to an arbitrator mutually accepted and heard on a prompt basis.

SCHOOL DISTRICT OF THE CITY OF DETROIT

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

George Kimbrough
 Darrell Burks

Phil Schloop
 Robert Jones

Dated: July 12, 1991

LETTER OF UNDERSTANDING

between the
INTERNATIONAL UNION OF OPERATING ENGINEERS
and the
SCHOOL DISTRICT OF THE CITY OF DETROIT
VACATIONS

In buildings with multiple shifts and where multiple staffing is in operation, affected employees may request vacations during Christmas Break, Winter Break, Easter or Spring Break, and other non-school periods by following usual vacation procedures.

Such vacations may be scheduled when adequate staff is available for coverage. It is understood that such coverage will not necessitate the School District's engaging other employees at overtime rates for coverage.

SCHOOL DISTRICT OF THE CITY OF DETROIT **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547, AFL-CIO**

George Kimbrough
 Dennis J. Makulski

Phil Schloop
 Robert J. Jones
 Jennifer L. Trudeau

LETTER OF UNDERSTANDING

ENERGY MANAGEMENT DURING OCCUPIED AND NON-OCCUPIED TIMES AND BUILDING RESPONSIBILITY DURING NON-OCCUPIED TIMES

The parties have spent considerable time during negotiations discussing the issue of building responsibility and long term projected technological changes. As a result of these discussions, the following items have been agreed to:

1. Weekend building responsibility will continue in accordance with the provisions of the Collective Bargaining Agreement, except as modified below. As buildings become operational under the centralized monitoring system, subject to the review of the committee below, the Building Engineer will be relieved of building responsibility during the non-occupied times.
2. The parties agree to create a committee to review and recommend proposals on energy management, technological change and issues of building responsibility.

The functions of the committee shall include:

- (a) Review of proposals and/or plans for technological changes on building mechanical systems, including energy management systems and other systems for automated building operation.
- (b) Review of the technological feasibility of any proposed mechanical system, including the past performance record in other operational settings.
- (c) Review of:
 - Projected energy costs and/or savings;
 - Projected operational costs and/or savings, and code requirements;
 - Utilization of buildings;
 - Capital costs, including reasonable pay back period, if applicable.
- (d) Review of staff utilization following the installation of a specific system within a facility in order to determine the appropriate coverage, if any, during any unoccupied period.

The parties agree that the committee shall be composed of equal numbers of Union and Management members. Maximum of two (2) each.

It is the understanding of the parties that the committee will review the feasibility of centralized control/monitoring beginning with the facilities heated with electric, central steam, hot air furnaces, roof top units, hydronic systems, and "hold fire operations".

Should differences of opinion arise, the matter is to be referred to the identified mutually agreed upon arbitrator, Attorney George Roumell, for resolution, which shall be binding.

Assurances are given that during the life of this Agreement, no employee on payroll as of 10/01/86 will be laid off due to implementation of this program.

3. The parties agree that the jurisdiction for operating, monitoring and maintaining the energy management and other automated systems for building operation will continue to be the jurisdiction of School District employees, who are members of the bargaining unit, under the direction of the Superintendent of Operation of Buildings, Physical Plant Management, Office of School Housing.

In schools and facilities placed on the central monitoring system, the local Building Engineer will be called first, if required, to respond to emergencies resulting from vandalism, floods, fires, power outages, heating problems, etc., and shall receive the proper call-in pay per current contract.

4. The parties agree to create a Class "B" Engineer's position to operate and monitor the above referenced centralized systems.

SCHOOL DISTRICT OF THE CITY OF DETROIT

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Dennis J. Makulski

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LETTER OF UNDERSTANDING

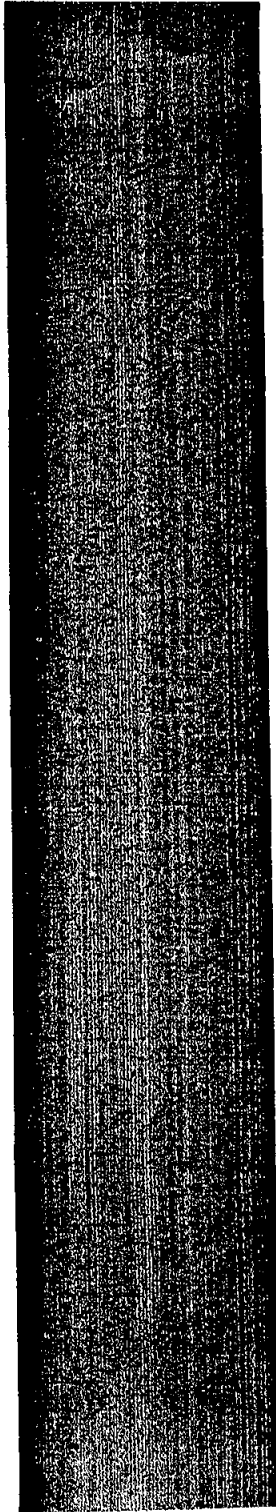
The parties are committed to resolving current issues related to cost reductions, with the understanding the School District will recognize significant savings.

SCHOOL DISTRICT OF THE CITY OF DETROIT

George Kimbrough
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INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547, AFL-CIO

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LETTER OF AGREEMENT

The parties are committed to work with the School District and the Operations of Buildings Department to continue to work toward an effective, efficient program of operating and maintaining the facilities of the Detroit Public Schools. The duties of the Engineers include the responsibilities attached as an Appendix. The parties will continue to work toward resolving the parts, tools, supply and in-service programs.

SCHOOL DISTRICT OF THE CITY OF DETROIT

George Kimbrough
Dennis J. Makulski

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

Phil Schloop
Robert J. Jones
Jennifer L. Trudeau

LETTER OF AGREEMENT

between the

SCHOOL DISTRICT OF THE CITY OF DETROIT

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

This constitutes a Letter of Agreement to establish a change in the structure of the Engineering Laboratory. The staffing of the Engineering Laboratory will be changed to reflect the following:

- Four (4) "A" positions, consisting of one (1) "A" Engineer coordinating the work in each section, consisting of Boiler Section, HVAC Section and Mechanical Section, Refrigeration Service/Food Service, Void of Relief.
- Eight (8) "B" positions, Void of Relief assignments, to provide continuity to each section. A minimum of two (2) "B+" Engineers Void of Relief in each section:
 - Two (2) Burner/A/C
 - Two (2) Boiler Repair
 - Two (2) Mechanical Repair
 - Two (2) HVAC - Honeywell
- Ten (10) "B+" Relief Engineers to provide relief capabilities and augment each repair section as workload necessitates and time permits. The parties are committed to cross-training in each section on a rotating basis.
- Twenty-two (22) positions total.
- In addition, Boiler Operators assigned to the Engineering Lab on a twelve (12) month basis shall be paid one-half (1/2) the difference between the Boiler Operator rate and the rate for 3rd Class Engineer (position code 3260).

The selection process shall include the following steps:

- Four (4) "A" Engineer positions shall be filled according to recognized Contract procedure (internal transfers first, then open to other employees).
- Eight (8) "B+" Engineers positions Void of Relief shall be filled by personnel currently assigned to the Engineering Lab, or as B+ Relief Engineers on the basis of classification seniority.
- Ten (10) "B+" Emergency Relief positions shall be filled in accordance with the Contract.

Should a vacancy occur in any of the eight (8) "B+" Engineer positions Void of Relief, the remaining "B+" Engineers Void of Relief shall have the opportunity to transfer laterally into the open vacancy based on classification seniority.

Following this step, the remaining vacancies shall be filled first from the currently assigned "B+" Emergency Relief Engineers, then from the bargaining unit in accordance with the Contract.

The parties agree that in the event of an emergency that is not artificially created by the Employer, a B+ Engineer (Void of Relief) may be assigned to relief, provided all other eligible employees have been exhausted.

The parties agree that in the event of an emergency and all other eligible employees have been exhausted, a B+ Engineer (Void of Relief) may be assigned work in another section to temporarily assist the B+ Engineers in that section.

The parties agree that it is in the best interests of the Department to utilize slack periods and maintenance assignments to cross-train other employees assigned to the Engineering Lab.

The parties agree to meet and address problems as they occur.

This Agreement supercedes all other existing agreements, and reflects both parties' commitment to provide effective service through the Engineering Lab to assist the local school Engineers.

DERRICK DUFFIELD
Program Supervisor
Facilities & Capital Improvements
Detroit Public Schools

PHILIP SCHLOOP
Business Manager
I.U.O.E. Local 547

CHARLES L. WELLS III, ESQ.
Executive Director
Office of Labor Affairs
Detroit Public Schools

LETTER OF UNDERSTANDING

between the

SCHOOL DISTRICT OF THE CITY OF DETROIT

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

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

**SCHOOL DISTRICT OF THE
CITY OF DETROIT**

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

Charles L. Wells, III
March 8, 2000

Phil Schloop
March 8, 2000

LETTER OF UNDERSTANDING

between the

SCHOOL DISTRICT OF THE CITY OF DETROIT

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

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.

**SCHOOL DISTRICT OF THE
CITY OF DETROIT**

Charles L. Wells, III
March 8, 2000

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

Phil Schloop
March 8, 2000

LETTER OF UNDERSTANDING

between the

SCHOOL DISTRICT OF THE CITY OF DETROIT

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

By their representatives' signatures below, the parties herein make a commitment to the principles of Redesigning Low Performing Schools.

A Joint Committee shall be formed by a date certain to discuss the implementation of Redesigning Low Performing Schools.

All agreements reached by the parties will be effective from that date.

**SCHOOL DISTRICT OF THE
CITY OF DETROIT**

Charles L. Wells, III
March 8, 2000

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

Phil Schloop
March 8, 2000

LETTER OF UNDERSTANDING*between the***SCHOOL DISTRICT OF THE CITY OF DETROIT***and the***INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

The School District of the City of Detroit and the International Union of Operating Engineers, agree as follows:

1. In light of the extraordinary circumstances occasioned by section 1280 of the revised School Code, MCLA 380.1280, relating to accreditation of schools by the Department of Education ("Department"), after: (a) a school has been declared unaccredited by the Department for two (2) consecutive years, or (b) a school fails to meet District performance indices and attendance targets for two (2) consecutive years, and (c) reasonable supplemental services and programs have been provided by the School District to the school, its students, their parents and the school staff, and (d) consideration of other reasonable alternatives, the Chief Executive Officer may close the school and declare all positions vacant.

2. Positions in the reconstituted school shall be filled according to regular procedures for filling vacancies. Bargaining unit personnel from the closed school may apply for positions in the reconstituted school.

3. Unit members from the closed school shall be given priority to interview for vacancies at the schools designated on their transfer request form, which may include the reconstituted school, consistent with their classification.

4. Involuntary transfer pursuant to this section is not disciplinary. Nothing shall be placed in a unit member's official personnel file indicating the unit member was involuntarily transferred from a school under the provisions of this agreement. For all purposes under the Collective Bargaining Agreement, such involuntary transfers will be regarded as "administrative transfers".

5. Assignment of unit members to the reopened or "reconstituted" closed school shall be voluntary transfer only.

6. If a unit member leaves a reconstituted school and is not rehired in that school, they will be reassigned to the Shop Pool for future assignment.

**SCHOOL DISTRICT OF THE
CITY OF DETROIT**

Charles L. Wells, III

March 8, 2000

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

Phil Schloop

March 8, 2000

LETTER OF UNDERSTANDING*between the***SCHOOL DISTRICT OF THE CITY OF DETROIT***and the***INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

During bargaining a successor Agreement to the October 1, 1997 to September 30, 1999 contract, the parties agreed to work cooperatively on a number of issues.

It was agreed that the agreement to cooperate did not have to be placed in the successor Agreement, but only had to be placed in this Letter of Understanding.

Nothing contained in this Letter of Understanding is meant to negate or alter any existing contract language.

The parties agree to establish Joint Union-Management Committees within thirty (30) days after the ratification of this successor Agreement, to recommend policies and procedures for the following:

A. Technology to support the facility management at local schools and work locations.

B. Personnel, operation and repair budgets.

C. Training for the administrative and leadership responsibilities to be assumed by Chief Engineer. These responsibilities include, but are not limited to:

1. Manage the Operations & Maintenance budget;
2. Identify and contract repairs;
3. Maintain all related documentation;
4. Insure projects requiring a City of Detroit permit are in compliance;
5. Oversee all repair activity at the school;
6. Coordinating repairs to insure no disruption to the educational program;
7. Insure workmanship of repairs;
8. Provide the Department of Facilities Management and Capital Improvements with a reporting of repairs made using Operations & Maintenance funds;
9. Managing custodial employees (technical and Human Resource issues);
10. Coordinating with bond and capital projects;
11. Site Based Management (Facilities Managers only).

- D. Review existing Patrol Routes.
- E. Required Health and Safety Training.
- F. Operations Manual.
- G. Identify and Schedule In-Service Training

SCHOOL DISTRICT OF THE CITY OF DETROIT

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

Charles L. Wells, III
March 8, 2000

Phil Schloop
March 8, 2000

LETTER OF UNDERSTANDING

between the

SCHOOL DISTRICT OF THE CITY OF DETROIT

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

The parties are committed to design a "New Employee Orientation" program in conjunction with Human Resources, the Department of Facilities Management and Capital Improvements, and the Local Union. Said orientation shall include, but not be limited to, an explanation of benefits, work rules and reporting procedures, required health and safety training, job responsibilities, and introduction of administrative staff and representative of the Local Union.

SCHOOL DISTRICT OF THE CITY OF DETROIT

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

Charles L. Wells, III
March 8, 2000

Phil Schloop
March 8, 2000

LETTER OF UNDERSTANDING

between the

SCHOOL DISTRICT OF THE CITY OF DETROIT

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

By their representatives' signatures below, the parties agree to modify the Collective Bargaining Agreement as indicated below:

Article XXVI - Holidays

As long as legislation prohibits the District from utilizing the Friday prior to Labor Day as a day of instruction, unit members will have that day off with pay, as long as they worked the holiday designated to celebrate Martin Luther King, Jr.'s birthday.

**SCHOOL DISTRICT OF THE
CITY OF DETROIT**

Charles L. Wells, III
March 8, 2000

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

Phil Schloop
March 8, 2000

LETTER OF UNDERSTANDING

between the

SCHOOL DISTRICT OF THE CITY OF DETROIT

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

By their representatives' signatures below, the parties agree to staff the following shift buildings during non-occupied periods via City of Detroit Code (see attached list). This will result in the removal of twenty-six (26) budgeted afternoon First Assistant positions from the shift schools. During periods of occupancy only, overtime will be authorized to staff the building in accordance with past practice.

Breithaupt
Butzel
Cass
Central
Chadsey
Cody
Cooley
Denby
Finney
Ford, H.
Golightly
Kettering
King, M.L.

Mackenzie
Mumford
Murray
Northern
Northwestern
Osborn
Pershing
Randolph
Redford
Southeastern
Southwestern
Spain (Crockett)
Western

**SCHOOL DISTRICT OF THE
CITY OF DETROIT**

Charles L. Wells, III
March 8, 2000

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

Phil Schloop
March 8, 2000

LETTER OF UNDERSTANDING

between the

SCHOOL DISTRICT OF THE CITY OF DETROIT

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

By their representatives' signatures below, the parties agree to a procedure for placement when the regular employee is absent from work.

The Department of Facilities Management and Capital Improvements will assign employees to cover an absence as follows:

1. Emergency Substitute of equivalent classification;
2. If not available, an Emergency Substitute of a higher classification.

If no Emergency Substitute is available, the Chief Engineer will allow overtime in accordance with the Collective Bargaining Agreement.

**SCHOOL DISTRICT OF THE
CITY OF DETROIT**

Charles L. Wells, III
March 8, 2000

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

Phil Schloop
March 8, 2000

LETTER OF UNDERSTANDING

between the

SCHOOL DISTRICT OF THE CITY OF DETROIT

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

By their representatives' signatures below, the parties agree that the District, in its discretion, may decide to cancel the Maintenance Agreement for Phase I of the Honeywell contract. If such action is taken by the District, the Union agrees to provide the services identified in the aforementioned agreement at no additional employee cost (additional staff or overtime) to the District. In such an event, the District will provide two (2) trucks and the parts necessary to provide the maintenance services. The trucks, parts and the responsibilities will be assigned to the Engineering Lab.

**SCHOOL DISTRICT OF THE
CITY OF DETROIT**

Charles L. Wells, III
March 8, 2000

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

Phil Schloop
March 8, 2000

LETTER OF UNDERSTANDING*between the***SCHOOL DISTRICT OF THE CITY OF DETROIT***and the***INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, H - AFL-CIO**

By their representatives' signatures below, the parties agree when there exists a vacant Second Class Engineer position in a shift school, and there are no Second Class Engineer applicants available, the position may be filled by a Third Class Engineer who will be paid as a Third Class Engineer, but must present evidence of pursuing a Second Class Engineer license.

When the Third Class Engineer presents evidence of satisfying the requirements of a Second Class Engineer license, he/she shall be paid at the rate of a Second Class Engineer.

**SCHOOL DISTRICT OF THE
CITY OF DETROIT****INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 547, AFL-CIO**Charles L. Wells, III
March 8, 2000Phil Schloop
March 8, 2000**APPENDIX "C"****OPERATING ENGINEER WORK****ACTUATOR PNEUMATIC:**

Calibrate, replace parts, replace entire unit.

**CONTROLS AND BUILDING SERVICE AIR
COMPRESSORS:**

Check operation, change oil, calibrate controls, rebuild valves, change controls, check motor draw, inspect tank, insure proper blow-down, remove parts for repairs and replace same, lube as needed.

AIR HANDLERS: SUPPLY AND RETURN AIR FANS

Replace/repair manometers and draft gauges, start/stop/monitor total operation, check and change belts, check and replace bearings, change filters, clean coils, repair minor coil leaks, check, rebuild and/or replace traps, clean housings, service repair/reset/replace) all freeze stats, smoke detectors, humidity fixtures, controls valves (water, steam), check motors for amp draw, check and adjust motor mounting, lube as needed, repair dampers and motors, replace damper motors, repack all steam valves and controls.

MIXING BOXES:

Check and repair/replace stats, linkage and lube, dampers for free movement, air leaks, and activators.

BOILERS:

Operate as per code, check controls, maintain and repair/replace controls, treat chemically, blow down, put in and take out of service, repack all valves, and call for annual inspection.

PROCESS BOILERS:

Operate and maintain, repair/replace all process boilers, chemically clean annually.

CABINET HEATERS:

Put in/take out of service, calibrate/replace/repair controls, lube as needed, change belts, clean coils, change filters, service upon failure.

A/C UNITS (ABSOR., CENT., RECIP., WINDOW):**A. CHILLERS ABSORBERS (MAINTENANCE)**

Clean and inspect generator and absorber tubes, absorber sprays; and evaporator, lube motor bearings; three (3) year overhaul; change mechanical seals, break vacuum, auxiliary evacuation, remove lithium bromide solution; evaluate tightness and vacuum integrity; vacuum leak detection and testing; removal of non-condensables; check auxiliary cut out for proper operation; add inhibitor and other chemicals for proper balance; trouble shoot.

B. CHILLERS ABSORBER MACHINE (SOLUTION DESOLIDIFICATION)

Prevent further cooling of machine, dilute lithium bromide solution, stop pump when necessary, heat exchanger and pump if necessary till solution drains, find out reason for solidification, follow above steps till desolidified.

C. CHILLER ABSORBERS MACHINE (VACUUM MAINTENANCE REPAIR)

Change seals, change vacuum pump, change oil, read pump valves, lithium bromide concentration, pumps-follow pump maintenance procedure, clean probes, check seal water tank and bleed seals, clean C.W. restrictor, clean purge C.W. coil, record purge tank fill time, add octal alcohol, perform vacuum test.

D. CHILLER RECIP.

Check oil and refrigerant, check chilled water temperature entering and leaving cooler, check refrigerant temperature leaving condenser, check compressor pressure, check for leaks, clean condenser water and air-clean expansion coil, replace filters, overhaul equipment as needed (Lab).

E. WINDOW UNITS

Check for power, check controls, clean unit, mount and dismount, change filters, clean interior, straighten fins. Repair/replace components including compressor as necessary.

BOOSTER COILS:

Minor repairs, repair/replace control valves, clean coils.

BUILDING CONTROLS AND ROOM STATS:

Calibrate, repair, replace, refit, operate, clean lines, suggest updating.

COOLING TOWERS:

Put in/take out of service, check and replace belts and spray nozzles, lube as needed, clean, service controls, treat with chemicals, check water with standard testing procedure.

DAMPERS:

Cleaners, lube, adjust linkage, replace damper motor diaphragms and motors.

FIRE ALARM SYSTEMS:

Monitor stand-by status, reset alarms/pull stations, pull periodic test and turn in reports, reset smoke detectors, replace used heat sensors, check for proper amps circuit and power, test line voltage, test each pull box over one a year, inspect for burned out light bulbs, inoperative- supervisory signals, water flow alarms-open valve to test, test pump for freeness, sprinkler system test. When training is provided, inspect fire extinguishers and recharge or replace as needed. Daily building inspection, rebulb as needed.

FIRE PUMPS:

Maintain line PSI, lube, test.

EXHAUST (HOOD, TOILET, ETC.) FANS:

Lube as needed, replace belts, couplings, bearings, check motor amps, make all motor and fan adjustments, maintain/replace grease filters, maintain motor and related components.

EMERGENCY GENERATOR:

Perform test four (4) times a year with elects., change room filters, maintain radiators, and other maintenance as required.

GREASE TRAPS:

Clean when necessary.

HEAT EXCHANGERS:

Calibrate/repair replace controls, replace relief valves, check for leaking if necessary.

FAUCETS, DRINKING FOUNTAINS, SINKS:

Replace handles, washers, seats, stems, diaphragms, make adjustments, replace traps, faucets, shut-off valves.

HEATER (UNIT HEATER):

Check, calibrate, and/or change controls, clean coils, minor repairs, check and service, repair and replace motor fan assembly.

PRV'S:

Calibrate, change diaphragms, change control components.

PUMPS (HEAT, SUMP CONDENSER, ETC.):

Replace when necessary, change couplings, remove, replace, rebuild pumps and remount for repairing. Seals - impellers, pull shafts for repair.

RADIATORS:

Repair minor leaks, replace/repair/adjust/calibrate control valves, replace air vents, adjust for proper mounting, rebuild traps.

REFRIGERATION SYSTEM:

Check operation, adjust controls, clean contacts, charge some systems, write-up service request.

ROOF TOP UNITS:

Inspect heat exchangers, switch over according to seasons, adjust controls, replace controls, clean coils, replace filters, service operations of units year-round, rebuild/replace pumps, motors, fans, lube as needed, monitor operation, repair as necessary.

WATER COOLED (INTER AND AFTER COOLERS)

Repair/replace solenoid valves, replace plugged strainers, put in/take out of service, maintain and repair as necessary.

ELEVATORS:

Release occupants from malfunction elevator and correct, check for operation/problems, put back in service or arrange for service, clear tracks and photo eye, check interlocks and safety gear.

HYDRO (HOLDING) TANKS:

Put in/take out of service for repairing, replace relief valves, open and clean for inspection, calibrate controls, maintain fluid level.

TOILETS/URINALS:

Repair Sloan valves, secure minor leaks-plunge when plugged, replace broken seats, vacuum breakers and other equipment.

PLUMBING/FITTINGS:

Repair leaks with temporary patches, replace all pipes up to one inch, replace other nipples, valves, packing seats, gaskets as needed.

ELECTRICAL:

Replace switches, outlets, fixtures, ballasts, motor controls, heaters, starters, reset/replace circuit breakers, fuses, all low voltage control work.

TIME CLOCKS:

Reset clocks - seasonal time zone, reset bells as needed, perform routine repairs.

KITCHENS:

Assist in maintenance of all kitchen equipment including exhaust fans, ovens, steam kettles, disposals, dishwashers, maintain refrigerators and freezers (with back-up from Lab).

LAUNDRY:

Repair, maintain washer, dryer, extractors, controls.

LOCKS AND DOOR HARDWARE:

Tighten, adjust, repair, replace panic bars, knobs, spindles, hinges, hasps, door closers, stops, make minor lock repairs.

GLASS:

Replace inside glass, and replace first floor glass where possible, secure building where vandalism occurs.

TECH CENTER, ART, SCIENCE, VOCATIONAL EDUCATION:

Assist in providing repair and maintenance of related equipment as required.

LAWN EQUIPMENT:

Maintain, repair, overhaul blowers, lawn movers, tractors, trimmers, etc.

LOCKERS:

Routine repairs such as handles, etc. (pop rivets), repair kits necessary.

WINDOW SHADES:

Measure, order, hang.

BUILDING PRINTS AND EQUIPMENT MANUALS:

Maintain.

LIGHTS:

Gyms and auditoriums - level floors. Replace bulbs - lifts and assistance will be made available.

Sloped floors by Trades with specialty Safety Committee.

PIPE COVERING:

Minor repairs on asbestos in accordance with the AHERA O&M requirements. Gloves, bags and materials will be made available.

Fiberglass - routine repairs.

CEILING TILES:

— Suspended ceiling tiles - replace tiles as needed.

— Minor replacements on adhesive hung tiles only.

FLOOR TILES:

Minor repairs only where materials made available.

OFFICE OF SUPPORT SERVICES

LOCAL SCHOOL FUND
FOR BUILDING ENGINEERS
TO PURCHASE SMALL PARTS

QUARTERLY REPORT
DUE IN THE BUILDING OPERATIONS AND UTILITIES OFFICE
444 WEST WILLIS
TEN (10) DAYS AFTER 9/30, 12/31, 3/31, AND 6/30

School _____ School Code _____ Area _____

Vendor _____ Items Purchased _____ Cost _____

DETROIT PUBLIC SCHOOLS 1999-2000 SCHOOL CALENDAR

FIRST SEMESTER

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

SEPTEMBER-OCTOBER

6	7		10	
13	14	15	16	17
20	21	22	23	24
27	28	29	30	1
4	5	6	7	8

22

OCTOBER-NOVEMBER

11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
1	2	3	4	5

20

NOVEMBER-DECEMBER

8	9	10		12
15	16	17	18	19
22	23	24	25	26
29	30	1	2	3

18

DECEMBER

6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

14

JANUARY

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26		
31				

18/91

SECOND SEMESTER

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

FEBRUARY-MARCH

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	1	2	3

19

MARCH

6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

20

APRIL

3	4	5	6	7
10	11	12		14
17	18	19	20	21
24	25	26	27	28

15

MAY

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

20

MAY-JUNE

29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	
		28	29	30

19/93

CALENDAR NOTES:

THIS SCHOOL YEAR HAS 184 DAYS.
 NOVEMBER 11 IS ALSO VETERANS DAY.
 CHRISTMAS RECESS EXTENDED 2 DAYS,
 ONE FOR Y2K, ONE FOR GOOD FRIDAY.
 EASTER BREAK IS THE WEEK BEFORE
 EASTER.

KEY:

- SCHOOLS CLOSED
- SCHOOLS OPEN NO STUDENTS
- REPORT CARD DATES
- HALF-DAYS

Total Expenditures for Quarter _____

Total Expenditures for Fiscal Year _____

OSS USE ONLY

App. Charge _____

Approved: _____

Signature: _____
Building Engineer

Approved: _____
Approved: Principal

DETROIT PUBLIC SCHOOLS 2000-2001 SCHOOL CALENDAR

FIRST SEMESTER

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

AUGUST-SEPTEMBER

		30	31	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

22

OCTOBER

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

20

OCTOBER-NOVEMBER

30	31	1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24

18

NOVEMBER-DECEMBER

27	28	29	30	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

19

DECEMBER-JANUARY

25	26	27	28	29
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19

13/92

CALENDAR NOTES:

THIS SCHOOL YEAR HAS 184 DAYS.

SECOND SEMESTER

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

JANUARY-FEBRUARY

22	23	24	25	26
29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

25

FEBRUARY-MARCH

26	27	28	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

15

MARCH-APRIL

26	27	28	29	30
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20

14

APRIL-MAY

23	24	25	26	27
30	1	2	3	4
7	8	9	10	11
14	15	16	17	18





20

MAY-JUNE

21	22	23	24	25
28	29	30	31	1
4	5	6	7	8
11	12	13	14	15

18/92

KEY:

-  SCHOOLS CLOSED
-  SCHOOLS OPEN NO STUDENTS
-  REPORT CARD DATES
-  HALF-DAYS

DETROIT PUBLIC SCHOOLS 2001-2002 SCHOOL CALENDAR

FIRST SEMESTER

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

AUGUST-SEPTEMBER

		29	30	31
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

22

OCTOBER

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

20

OCTOBER-NOVEMBER

29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

18

NOVEMBER-DECEMBER

26	27	28	29	30
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21

20

DECEMBER-JANUARY

24	25	26	27	28
31	1	2	3	4
7	8	9	10	11
14	15	16	17	18

13/93

CALENDAR NOTES:

THIS SCHOOL YEAR HAS 184 DAYS.

NOVEMBER 10 IS A HALF-DAY FOR ATTENDANCE PURPOSES BUT COUNTS AS A FULL DAY OF INSTRUCTION.

JANUARY 17, 2001 IS A FULL DAY AND JANUARY 18, 2001 IS A HALF-DAY FOR STUDENTS PER TEACHERS CONTRACT. JUNE 13, 2002 IS A FULL

SECOND SEMESTER

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

JANUARY-FEBRUARY

21	22	23	24	25
28	29	30	31	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

24

FEBRUARY-MARCH

25	26	27	28	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

15

MARCH-APRIL

25	26	27	28	29
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19

14

APRIL-MAY

22	23	24	25	26
29	30	1	2	3
6	7	8	9	10
13	14	15	16	17





20

MAY-JUNE

20	21	22	23	24
27	28	29	30	31
3	4	5	6	7
10	11	12	13	14

18/91

KEY:

-  SCHOOLS CLOSED
-  SCHOOLS OPEN NO STUDENTS
-  REPORT CARD DATES
-  HALF-DAYS

-NOTES-



-NOTES-