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DPS PACKAGE PROPOSAL

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

FINAL SETTLEMENT

OFFER

TO

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

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MAY 18, 2007

PROPOSAL# 1

Bargaining Proposal from
The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT

Duration of Agreement - Change all relevant dates throughout the Agreement to reflect it being effective from July 1, 2003 through June 30, 2009.

**REVISED
PROPOSAL# 2**

**Bargaining Proposal from
The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT**

Article I – Recognition –

Union proposal as modified on attached document.

The parties agree that new work covered under this Agreement could result in the creation of new titles where not adequately covered by the existing classification. This language is not intended to avoid performing work under this Agreement.

Attachment

ARTICLE I - RECOGNITION

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

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-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H - AFL-CIO
NISP BARGAINING UNIT

Article II - Residency - Delete entire provision.

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Bargaining Proposal from
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LOCAL 547 - A, B, C, E, G, H - AFL-CIO
NISP BARGAINING UNIT

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Article III - Non-Discrimination - ~~Delete entire Article or in the alternative, modify~~
Section 1 to read:

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

PROPOSAL# 5

Bargaining Proposal from
The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT

Article VI – Membership Dues or Agency Shop Service Fee Deductions – Modify
Article as follows:

* * *

The District shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues or Agency Shop Fees. Such dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union office no later than forty (40) days after changes to any NISP employee's deductions are made. Information to be included with the list is the employee's file number, address, classification, work location, and rate of pay.

12/7/06

PROPOSAL# 6

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Bargaining Proposal from

The School District of the City of Detroit

-To-

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H - AFL-CIO
NISP BARGAINING UNIT

Article VI - Membership Dues or Agency Shop Service Fee Deductions - Add
language allowing political action deductions.

11/06/06

Bargaining Proposal from
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NISP BARGAINING UNIT

Article VII - Representation (Stewards) - Modify Section 2C and new Section E and F
to read:

C. One (1) steward and one (1) alternate shall be selected to aid in handling of grievances and general representation of the members of the Union employed in the warehouse and bus terminals, and Security.

~~E. One (1) steward and one alternate shall be elected to aid in handling grievances and general representation of the members of the Union employed and working in facilities.~~

F. Notwithstanding their actual position on the seniority list, stewards shall, in the event of lay-off of any type, be continued at work as long as there is a job in their group classification which they are qualified and, after a lay-off shall, be recalled to work on the first open job in their group classification which they can perform.

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PROPOSAL# 8

Bargaining Proposal from

The School District of the City of Detroit

-To-

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 547 - A, B, C, E, G, H - AFL-CIO

NISP BARGAINING UNIT

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~~Article VIII Grievance Procedure~~ - Replace "CEO" with "Superintendent"
throughout Agreement.

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PROPOSAL# 9

**Bargaining Proposal from
The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT**

Article IX – Discharge or Discipline – Insert an additional paragraph at the end of the provision as follows:

The parties agree that a limited purpose committee shall be formed following ratification of this agreement, the purpose of which shall be to review DPS work rules, employee orientation procedures and disciplinary action procedures. There shall be two (2) meetings, unless the parties agree to additional meetings. Each side shall be limited to three (3) participants. Any recommendations that result from the meetings shall be forwarded to the Superintendent for consideration, however, it will be within the District's sole discretion as to whether to implement any of the recommendations.

Bargaining Proposal from
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Article XII – Layoff and Recall Procedure – Modify Article as follows:

In the event of a layoff, bargaining unit classification seniority shall apply. The employee shall have the right to exercise his/her seniority in the same classification series within the department. (See Series Classification Lists in Appendix ___ of this Agreement, which represents all of the classification series within this bargaining unit.)

* * *

An employee who is scheduled to be laid off for an indefinite period of time shall be given a minimum of ten (10) working days written notice prior to the effective date of the layoff. Although not required, the District will endeavor to give more notice, if possible. The Union shall be sent a copy of the written notice of layoff from the employer as early as possible, but no later than, the same date the written notice is issued to the employee.

Bargaining Proposal from

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-To-

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
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Article XII, Layoff and Recall Procedure – Modify and add the following language at the end of the current provision:

~~In the event the District deems it necessary, Unit members will be considered laid off at the end of the third (3rd) day of a work stoppage by another bargaining unit, unless otherwise notified by the Superintendent or his/her designee. Such notice to the contrary may include a different date for the layoff which will not be earlier than the 3rd day, but which may be any day following the third day.~~

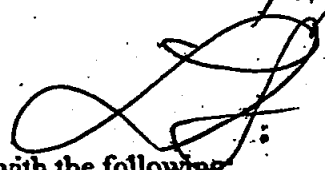
Upon notice of recall from a layoff resulting from a work stoppage, employees will be expected to return to work on the day indicated in the notice, which may be as soon as the day after the date on the notice. Such notice to include any one, or combination, of the following methods:

1. Communication through Media Outlets;
2. Electronic Mail;
3. Posting on the District's website;
4. Direct mail;
5. Any other means agreed to by the parties to adequately inform employees

In addition to one of the above, the District may also use any other means agreed to by the parties to adequately inform the employees.

In the event that the District recalls employees laid off due to a work stoppage with the intent to reopen schools, the District shall have the right to layoff employees in the event schools do not open, or schools open and are subsequently closed, the following day without the need for any specific notice.

Bargaining Proposal from
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NISP BARGAINING UNIT

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Article XIII - Performance Evaluation - Replace entire Article with the following.

The employer shall evaluate employees at least once a year using a comprehensive performance-management process. In addition to the criteria set forth below, the employee shall be evaluated based upon meeting established performance goals. Performance goals shall be established in writing by the appropriate administrator, after input from the employee, on or before October 15 of each school year. Evaluation shall be ongoing; however, the formal annual evaluation shall be completed by May 1 of each year. Unsatisfactory performance must be identified in writing. Any written evaluation of unsatisfactory performance shall include (a) clearly documented examples of unsatisfactory performance; (b) evaluation based upon personal observation; (c) evaluation by a direct supervisor of the member being evaluated.

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Performance evaluations shall be based upon:

- job knowledge and skill
- quality of work
- efficiency of work
- attendance
- interpersonal skills
- training received (to the extent available)

Appeals of unsatisfactory performance appraisals shall be first to the next level manager over the supervisor conducting the evaluation and, thereafter, through the grievance procedure.

Bargaining Proposal from

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-To-

**INTERNATIONAL UNION OF OPERATING ENGINEERS
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NISP BARGAINING UNIT**

Article XIV - Acting Assignments - Modify Section 2 to read:

2. Upon expiration of the 25 consecutive work days, the administrator-in-charge shall write a memo to the Department of Human Resources: Director, Non-Instructional Personnel, Room 714, Schools Center Building.

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11/16/06

**PROPOSAL# 14
(Withdrawn)**

Bargaining Proposal from

**The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT**

Article XIV – Acting Assignments

- b. In an absence, the salary adjustment for the employee assigned to fill the classification of the absent employee shall be the minimum of the absent employee's classification or an increment added, whichever is greater. The employee shall continue to be paid at the rate of pay of the new assignment, provided that if while being paid at the acting classification there comes a time when the employee would have been making more through increments in his regular assignment had he remained in his regular assignment, the employee shall be paid at the rate of his regular assignment.

Bargaining Proposal from
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Article XV – Promotions and Transfers – Insert additional language at the end of the first paragraph under Locations Other Than Schools as follows:

- The applicable department within the Division of Operations shall interview the five applicants. The District may, in its sole discretion, allow the Local Union to have a representative on interview panels for promotions and transfers, but in any event the union representative shall have no input in the selection process.
- Failure on the part of the appropriate department or office to submit a recommended candidate within thirty (30) days, will result in the Department Division of Human Resources ~~Management and Planning~~ assigning the most senior . . .

PROPOSAL# 16

Bargaining Proposal from

The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H - AFL-CIO
NISP BARGAINING UNIT

Article XVIII - Summer Assignments in Food Service - Modify Article as follows
(consecutive summer language modified for clarification purposes only):

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

As soon as possible following the request, the Department will, in conjunction with, the District determine the number of summer schools to be conducted and the number of positions to properly staff the summer school program positions. Bargaining unit seniority, provided the employee is qualified to hold the position, shall be utilized, except that no employee may work two consecutive summers if other qualified employees are available preferences shall be given to employees who did not work the previous summer. Also, preference to fill the Field Manager position will be given to Area Managers whether or not the individual worked the previous summer. If the Field Manager position remains available after all Area Managers have been offered a position then remaining Managers may be utilized in the Field Manager position. This provision applies to all NISP Food Service positions.

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3-12-07

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Bargaining Proposal from
The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H - AFL-CIO
NISP BARGAINING UNIT

Article XIX - Longevity - Modify language in first paragraph as follows:

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

TA
PS.
3-12-07

TA
[Signature]
03-12-07

PROPOSAL# 18

Bargaining Proposal from

The School District of the City of Detroit

-To-

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

**Article XXI -Hospitalization, Dental, Life and Optical Insurance - Update language
to conform to Concession Agreement.**

*Identical language
not renegotiated*

TA.

Rz

3-12-07

TA [Signature]

03-12-07

11/06/06

Bargaining Proposal from
The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H - AFL-CIO
NISP BARGAINING UNIT

Article XXIII - Sick Leave and Business Leave Policy - Modify Section E.3 as follows:

A letter must be submitted to the Division of Human Resources Fiscal Officer requesting approval for any emergency absence in excess of two (2) days.

TA 12-14-06
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TA 12-14-06
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PROPOSAL# 20

Bargaining Proposal from

The School District of the City of Detroit

-To-

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT**

Article XXIII – Sick Leave and Business Leave Policy – New Letter of Understanding to read:

The parties will meet following ratification of this Agreement to remove references to specific form numbers and insert any references which will assist to clarify District process.

PROPOSAL# 21

Bargaining Proposal from

The School District of the City of Detroit

-To-

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT**

Article XXVIII – Wages – Incorporate Concession Agreement language.

PROPOSAL# 22
WITHDRAWN 3/12/07

Bargaining Proposal from

The School District of the City of Detroit

-To-

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT

Letter of Understanding - Include Letter of Understanding related to No-Fault Attendance.

3/16/07

Bargaining Proposal from
The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H - AFL-CIO
NISP BARGAINING UNIT

New Article titled Work Schedule to read:

(Delete Current Article XXIX)

ARTICLE ____ - WORK SCHEDULE

1. Bargaining unit members will be classified as either 52-week employees or non-52-week employees. 52-week year employees shall be scheduled to work 52 weeks a year, subject to other terms in this Agreement. Non-52-week employees will be scheduled to work all days within the regular school year that students attend school and any additional days as directed by the District, which in the past have included professional development days, start of school and close of school.
2. On days where the District closes all schools due to inclement weather or any other emergency, 52-week employees shall be required to report and will be paid their regular pay. 52-week employees who fail to show shall not be entitled to use vacation or personal time, unless, it was pre-approved, and shall not be entitled to utilize a sick day unless the employee presents a doctor's certificate to substantiate the need for the absence.

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Bargaining Proposal from
The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H - AFL-CIO
NISP BARGAINING UNIT

NEW PROPOSAL

RECOGNITION CLAUSE

Classification changes as follows:

1. Change Base Kitchen Constellation Manager classification to Area Manager.
2. Change Assistant Base Kitchen Constellation Manager classification to Special Program Assistant.
3. Change Assistant Base Kitchen Constellation Manager classification to Food Production Manager.
4. Change B Manager to classification to On-Site Food Service Manager.

12/14/06

TA 12/14/06

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Bargaining Proposal from
The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT

Article XXX, Overtime and Call-in Time – Modify Section A as follows:

A. Overtime

1. Overtime will be paid at the rate of one and one half (1 ½) times the employee's regular rate for all hours actually worked by the employee above forty (40) hours in a work week.
2. For purposes of Paragraph 1, above, approved vacation time off and holiday will count as hours actually worked.
1. ~~One and one half (1 ½) times the employee's regular rate for all hours worked in excess of eight hours per day or forty (40) hours per week.~~
2. ~~Saturday work (6th day) will be paid at a rate of one and one half (1 ½) times the employee's regular rate.~~
3. ~~Saturday work (6th day) for supervisors of employees who receive double time on this sixth day will also be paid at the double time rate.~~
4. ~~Sunday work (7th day) and/or holidays, the rate will be two times the employee's regular rate of pay.~~

Bargaining Proposal from
The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H - AFL-CIO
NISP BARGAINING UNIT

Article XXX, Overtime and Call-in Time - Modify Section A as follows:

A. Overtime

1. Overtime will be paid at the rate of one and one half (1 ½) times the employee's regular rate for all hours actually worked by the employee above forty (40) hours in a work week.
2. For purposes of Paragraph 1, above, approved vacation time off and will count as hours actually worked.
1. ~~One and one half (1 ½) times the employee's regular rate for all hours worked in excess of eight hours per day or forty (40) hours per week.~~
2. ~~Saturday work (6th day) will be paid at a rate of one and one half (1 ½) times the employee's regular rate.~~
3. ~~Saturday work (6th day) for supervisors of employees who receive double time on this sixth day will also be paid at the double time rate.~~
4. ~~Sunday work (7th day) and/or holidays, the rate will be two times the employee's regular rate of pay.~~

and holiday

letter on concerning

REVISED
PROPOSAL# 26

Bargaining Proposal from
The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT

Article XVI - HOLIDAYS – Modify article as follows:

A bargaining unit member shall be eligible for the paid holiday, provided he/she works either the day before and or the day after such holiday, ~~or is receiving vacation or sick pay, other than personal business~~ unless on approved vacation or utilizing a prior approved sick day.

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**REVISED
PROPOSAL# 27**

**Bargaining Proposal from
The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT**

Appendix _____

The following represents all classification series in the NISP bargaining unit for purposes of layoff and recall under Article XII:

Transportation

Terminal Manager
Transportation Supervisor
Assistant Transportation Supervisor

Facilities

Zone Building Supervisor	District Engineer	Lead General Foreman
Zone Custodial Supervisor	Engineering Technical Specialist	General Foreman

Food Service

Area Manager/Special Program Manager
Production Manager/Special Program Specialist
“A” On-Site Food Service Manager/On-Site Food Service Manager

Site Management

General Foreperson
Assistant Foreperson
Labor Foreperson

*Supervisor of Student Eligibility and Head Start Nutrition Coordinator are not part of any series.

NOTE: Where titles of positions were changed credit for time served in prior titles of that series will be recognized for purposes of classifications series seniority.

05/17/07 (Revised)

**REVISED
PROPOSAL# 28**

**Bargaining Proposal from
The School District of the City of Detroit
-To-
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT**

In response to the NISP Proposals regarding the Corporals, the District is willing to accept the proposals as detailed below:

1. Jury Duty - Current NISP language
2. Call-in Procedure for Absences – Accept identical language to POLC contract
3. Legal Protection – Accept identical language to POLC contract
4. Wages - Education – Accept identical language to POLC contract, except remove “or a related field”
5. Language Proficiency – Salary Schedules – Current NISP language
6. Severance Pay – Accept identical language to NISP contract
7. Life Insurance – Accept identical language to POLC contract
8. Hearing Aid Expense Benefits Program – Accept identical language to POLC contract
9. Security Department Personnel File – Accept identical language to POLC contract
10. Personal Property Loss – Accept identical language to POLC contract, except \$300 reduced to \$100
11. Clothing and Equipment Allowance – Accept identical language to POLC contract
12. Medical Exams and X-Rays – Accept identical language to POLC contract
13. Vacation Formula – Accept identical formula to POLC contract

PROPOSAL# 29

**Letter of Understanding
Between
The School District of the City of Detroit
and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT**

During negotiations, the party agreed to title changes to certain Food Service classifications. In doing so, there was no intent to reduce the wage rates for those classifications.

05/17/07

**Agreement
between
THE SCHOOL DISTRICT OF THE CITY OF DETROIT
and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 – A, B, C, E, G, H – AFL-CIO
NISP BARGAINING UNIT**

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

1. a. Bargaining unit member wages shall be reduced by 4.2% effective July 1, 2007 through June 30, 2008 at which time the concessions will expire subject to the negotiations in Paragraph 3, below.
- b. Bargaining unit members will have five (5) half-days off during the 2007-2008 fiscal year without pay. The specific dates and hours to be mutually agreed to between the employee and the employee's supervisor.
2. The terms of this Agreement:
 - a. are hereby incorporated into the parties 1999-2003 Collective Bargaining Agreement which has been extended subject to negotiations;
 - b. shall be incorporated into any successor agreement to the 1999-2003 Collective Bargaining Agreement;
3. The parties agree that notwithstanding anything to the contrary in this agreement or the 2003-2009 Collective Bargaining Agreement, at the request of either party bargaining over the District's need for concessions beyond June 30, 2008 shall take place beginning November 15, 2007 or anytime thereafter.
4. Notwithstanding anything to the contrary in this Agreement, the District agrees that to the extent the Union submits cost-saving measures which:
 - a. are adopted by the District,
 - b. provide actual savings (taking into account any costs associated with evaluation and implementation as well as any costs that may accrue beyond the 2007-2008 fiscal year) to the District's 2007-2008 General Fund, and
 - c. originated from the Union,

the District will use said savings to reduce/eliminate the concessions provided in Paragraphs 1-3. Concessions obtained prior to the date the District agrees to utilize the cost-saving submission shall not be impacted.

4. The following procedure will be in place for the Union to receive credit for a cost savings submission:
- a. The Union must present the proposed cost-savings submission in writing to the General Superintendent, the Chief Financial Officer and the Chief of Labor Relations.
 - b. Within 30 days of receipt of the cost-saving submission, the District will provide the Union with an answer either accepting or rejecting the cost-saving submission as a viable method of obtaining actual savings to the District's 2007-2008 General Fund.
 - c. For any submission that is accepted, the District will provide a dollar amount of savings the District believes it will actually save during the 2007-2008 fiscal year, and that amount will be credited to the Union.
 - d. For any submission that is rejected, the District will provide an explanation as to why the cost-saving submission is not being rejected.
 - e. If any submission is accepted, the parties will meet to discuss to what extent and how concessions will be reduced.

For the Union:

Date: _____

For the School District of the City of Detroit:

Date: _____

DETROIT PUBLIC SCHOOLS

Grievance No. 07-06

-and-

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 547- AFL-CIO,
NISP BARGAINING UNIT

District Gr No. N07-001, School Closing Pay

GRIEVANCE SETTLEMENT AGREEMENT

The Detroit Public Schools and the NISP agree to settle the School Closing Pay Grievance, No. 07-06, filed by the NISP as follows:

1. NISP will withdraw the grievance.
2. The parties agree as soon as possible following ratification of the parties 2003-2009 Collective Bargaining Agreement that the bargaining unit members who worked on February 5, 2007, February 6, 2007 and February 14, 2007 shall be paid an amount equivalent to the difference between what they were paid for those days and the amount that would have been paid at double time rates for all time worked on those dates
3. The parties understand and agree that this Settlement Agreement shall have no binding and/or precedental effect.
4. This agreement is contingent upon both parties' ratification of their successor collective bargaining agreement dated 2003-2009.

For the Union

For the School District of the City of Detroit

Dated: May _____, 2007

Dated: May _____, 2007