

July 1, 1974
AGREEMENT

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

This Agreement, effective the first day of July, 1971, by and between the Board of Education of the City of Detroit, hereinafter called the "Board", 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 Act 336 of the Public Acts of 1947 as amended by Act 379 of the Public Acts of 1965; and pursuant to recognition granted the Union by the Board of Education of the City of Detroit on November 23, 1965, the Board recognizes the Union as the sole and exclusive collective bargaining representative of its employees employed as Stationary Engineers, Boiler Operators, Firemen and Coal Passers, all of whom are hereinafter referred to as "Employees".

ARTICLE II - MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEE DEDUCTION

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within sixty (60) days of the effective date of this provision or within sixty (60) days of the date of hire by the Board, whichever is later, become members, or in the alternative, shall, within sixty (60) days of their date of hire by the Board, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board 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).

The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues (or fees).

If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.

Office of Labor Negotiator
Room 416, Schools Cntr. Bldg.
5057 Woodward
Detroit, 48202

Detroit Board of Education

The Board 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 therefor, shall be forwarded to the Union office no later than forty (40) days after such deductions were made.

ARTICLE III - 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, age, sex, creed, color, religion or national origin. The parties will work together to assure equal employment opportunities to all.

ARTICLE IV - GRIEVANCE PROCEDURE

Should any difference arise as to the administration of this Agreement, it shall be settled in accordance with the following procedure:

Step 1. Any grievance arising between an employee or employees and the Board shall first be taken up by the employee or employees affected with his Union Representative and the immediate Supervisor. The Supervisor will give his disposition of the grievance within three (3) working days. If a satisfactory settlement is not reached, the grievance shall advance to Step 2.

Step 2. If a satisfactory settlement was not reached in the preceding step, the grievance shall be reduced to writing and shall be taken up by the Union Representative with the Operations Superintendent or his Representative. The Superintendent shall give his written disposition of the grievance within three (3) working days. If a satisfactory settlement is not reached, the grievance shall advance to Step 3.

Step 3. If a satisfactory settlement was not reached in the preceding step, the written grievance shall be taken up by the Union and the Divisional Director, Physical Plant Manager or his designated representative. The Divisional Director, Physical Plant Management will give his written disposition of the grievance within three (3) working days.

- Step 4. If a satisfactory settlement was not reached in the preceding step, the grievance shall be taken up by the Union and the Division Head of the Division of School Housing. The Division Head shall give his written disposition of the grievance within three (3) working days.
- Step 5. If a satisfactory settlement was not reached in the preceding step, the written grievance shall be taken up by the Union and the Superintendent of Schools or his designated representative. The Superintendent of Schools or his designated representative will give his written disposition of the grievance within three (3) working days.
- Step 6. Within ten (10) working days after receiving the decision of the Superintendent, The Union may appeal the decision in writing to the Board of Education, which shall give the Union opportunity to be heard within twenty (20) working days after delivery of the appeal and shall communicate its decision, in writing, together with the supporting reasons, to the Union within ten (10) working days after delivery of appeal.
- Step 7. If the Union is dissatisfied with the decision in Step 4 above, the Union may within twenty (20) days
- a. submit any grievance under this Agreement to final and binding advisory arbitration under the labor arbitration rules of the American Arbitration Association, at the equal expense of the parties. Binding arbitration relates only to situations which occur after ratification;
 - b. or if the Union so requests, the Board or its representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation.

ARTICLE V - STEWARDS

Section 1. It is mutually agreed that for the purpose of operating under this Agreement, employees shall be entitled to representation by designated Stewards on an area basis.

Section 2. The number of Stewards shall be as follows:

- a. Two 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. Two 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.

Section 3. All Stewards shall be full-time employees of the Detroit Board of Education and shall be selected by the Union. The Union shall keep an up-to-date list of the selected Stewards and shall supply the Employer with a copy of same.

Section 4. The Stewards responsibilities include the reasonable attempt by the Steward to insure 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 Board 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 Board, the Steward shall be permitted a reasonable time to investigate and present grievances but shall not receive any extra pay from the Board 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 VI - SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Union and the appropriate representatives of the Board of Education upon the request of either party. Unless otherwise agreed, such meetings shall be between two (2) representatives of the Board of Education and two (2) representatives of the Union. Unless otherwise agreed, arrangements for such special conference shall be made at least 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 special conference shall be confined to those included in the agenda, but in no case shall such matter be in conflict with the Agreement. Such conference shall, to the extent possible, be held during regular work hours.

ARTICLE VII - SENIORITY

Seniority as used in this Article is the length of continuous service with the Board in a classification within the bargaining unit.

- Section 1.
- a. Department seniority shall be measured from the last date of continuous employment in the department.
 - b. Building seniority shall be measured from the last date of continuous employment at one building.
 - 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 Workman's 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 ninety (90) 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 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 1 of each year. Such list shall contain the name and date of employment, classification, job location and date of birth of all employees covered by this Agreement.

ARTICLE VIII - LAY-OFF AND RECALL PROCEDURE

- A. Lay-off shall be defined as the separation of a regular employee resulting from lack of work or for reasons caused by circumstances other than an act by an employee resulting in disciplinary suspension or dismissal.
- B. Should it become necessary to schedule the lay-off of an employee in a classification covered by this Agreement, bargaining unit classification seniority shall apply. The employee shall have the right to exercise his seniority in the same classification or in a lower classification within the department.
- C. 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. In determining seniority under this provision, credit for licenses shall be given as follows:

As between a First Engineer and Boiler Operator, the First Engineer shall receive 4 years credit for his licenses.

As between First and Third Operating Engineer, the First Engineer shall receive 3 years credit for his licenses.

As between First and Second Engineer, the First Engineer shall receive 2 years credit for his licenses.

As between Second Engineer and Boiler Operator, the Second Engineer shall receive 2 years credit for his licenses.

As between Second Engineer and Third Engineer, the Second Engineer shall receive 1 year credit for his licenses.

As between Third Engineer and Boiler Operator, the Third Engineer shall receive 1 year credit for his license.

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 Board and the Union of any change of address immediately after such change and the Union shall thereupon verify the new address with the Board. 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 Board for good cause.

Whenever possible, an employee who is scheduled to be laid off for an indefinite period of time shall be given a two week notice prior to the effective date of lay-off but not less than seven (7) calendar days. The Union shall be sent a copy of the notice of lay-off from the employer on the same date the lay-off notice is issued to the employee.

ARTICLE IX - TRANSFERS AND PROMOTIONS

Section 1. Selection of Candidates for Promotion.

Present promotional procedures, as partially set forth below, relative to the promotion of Engineers from Class B to Class A will continue in effect.

- a. Notification to Seniority Employees. The 30 Class B Engineers with greatest seniority will be notified of the available promotional opportunity to Class A engineering positions. An eligibility list of at least five Class B Engineers who have completed the workshop shall be maintained.
- b. Records. Personnel records (exclusive of confidential material) of all applicants will be examined by a committee consisting of a representative of the Physical Plant Manager, a representative of the Personnel Department, and a representative of the Union. Rejected applicants will be given an opportunity to appeal. Primarily, rejection of an applicant otherwise qualified will be on the basis of unsatisfactory personal attributes as revealed in the personnel records.
- c. Ability As A Class B Engineer. Where a question exists in the mind of any member of the committee as to the competence of an applicant in his present position, the applicant's present building will be inspected by a committee consisting of two supervisors and two Union representatives. 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.

- d. 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 in the unit. A joint committee shall be established to develop and make recommendations regarding such programs.

Training. The parties will continue the workshop. In connection with the workshop, the following is noted:

1. A course of study has been outlined.
 2. The workshop is held and shall continue to be held on the employee's own time.
 3. Workshop fees are paid and shall continue to be paid by the Employer.
 4. A report of the attendance and participation of each trainee shall be given to the committee by the workshop supervisor.
 5. During the workshop each trainee is required to satisfactorily complete several work assignments. Some examples of the work assignments are: preparation of work schedules, reports on simulated personnel problems, and reports on violation notices. The work assignments shall be prepared and evaluated by the Committee. Grades shall not be given; but the work assignments shall either be approved or re-assigned for correction.
 6. Committee members will be encouraged to attend, audit, and evaluate the workshop.
- e. Probationary Assignments.
1. Assignments under this procedure shall be to the position of Heating Plant Supervisor Grade I Probationary.
 2. The school to which assignment is to be made shall be inspected by the four-man 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.

3. Committee members shall be encouraged to visit the school during the probationary period for the purpose of providing assistance to the employee's performance.
 4. 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 be acceptable in the form of operating log sheets.
 5. 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.
 6. 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.
- f. 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 relief duties as a Class B Engineer.

Section 2. Transfer Procedure

Transfers within a classification shall be made on the basis of seniority within the classification. All requests for transfers shall be honored before promotions are made. Promotions shall be made on the basis of seniority and qualifications within the classification. During the term of this Agreement, any change in present qualifications for promotion shall be mutually agreed upon.

- a. Requests for transfer shall be made on forms provided by the Board.
- b. Employee with the highest seniority within classification requesting a transfer shall be transferred automatically on a Type 1 (Form 7220) transfer or contacted if application has been made on a Type 2 (Form 7221).
- c. All vacancies shall be filled in the above manner, until all vacancies are filled. All transfers shall be filled within sixty (60) days of the date of vacancy.

- d. Notice of all newly created positions in existing classifications shall be posted on employee bulletin boards within fifteen (15) days of the opening; and the employees shall be given fifteen (15) days time in which to make application to fill the new position. The senior employee making application shall be transferred to fill the new position. Newly created positions are to be posted in the following manner: the place of work, the hours to be worked, and the classification.

Section 3. Shift Preference

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

- a. When a new man is assigned to a school he will be given a reasonable period to familiarize himself with the job. The Chief Engineer will assign this man to a shift for the break-in period. During this time a man 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 men will receive their permanent assignments according to seniority.
- b. Men with equal license status may trade shifts within their school if it is mutually agreeable between the men involved and the Chief Engineer. These agreements will then be permanent until the next July 1, at which time the shifts will be open for reassignment. This will also be the time for men assigned to the building during the previous year to choose a shift according to their seniority. Every July 1 the shift assignments for the following year will be chosen.
- c. The Chief Engineer may assign men 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 operating conditions within the total system.

- e. Shift preference does not apply to employees classified as Senior Boiler Operator since these employees are required to rotate shifts as a part of the normal job function in the event the Building Engineer establishes such a schedule or a Senior Boiler Operator desires to rotate.

Section 4. Dry Out Work

All dry out work will continue to be assigned in accordance with the past Agreement of the parties.

ARTICLE X - 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 shall be classified for staffing and staffed by available First Class Engineers based upon the cubage as outlined below:

Class "C" Engineer	400,001 cu. ft. - 750,000 cu. ft.
Class "B" Engineer	750,001 cu. ft. - 2,500,000 cu. ft.
Class "A" Engineer	2,500,001 cu. ft. - with health unit

Buildings below 400,000 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 Board.

Buildings not having their own heating plant utilizing steam or hot water or any combination thereof shall be classified for staffing and staffed as mutually agreed upon between the parties.

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, employees in "Acting" positions, and employees working in another position on an overtime basis (in which case he will be paid the proper overtime rate). Boiler Operators assigned to provide emergency relief service will not be used to relieve Third Operating Engineers. If they are used to relieve Class D Engineers they will receive a minimum of 11 hours pay at their regular rate (regular eight-hour day plus two hours at time and one-half).

Section 3. At such times as may be necessitated by shortages in certain license classifications, assignments to "Acting" positions shall be made under conditions mutually agreed upon by the Board and the Union. The salary schedule shall include the following classifications:

Acting First Operating Engineer; Acting Second Operating Engineer; Acting Third Operating Engineer. The rates for these classifications will be a rate of additional pay set at one-half the differential between the rate of the regular position and the rate of the next lower position. Every effort will be made by the Employer and the Union to provide properly licensed personnel to fill vacancies.

Section 4. The salary schedule shall include an ES position for all unit classifications at a daily rate which is one-tenth the bi-weekly pay for the regular position. ES employees will be utilized only when regular employees are not available. Employees in ES positions will not receive fringe benefits. The Board agrees that ES 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 Board appointment procedure.

Section 5. The Board reserves the right to establish, evaluate, and change jobs, providing such action on the part of the Board 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, specifications, and classification, the Board reserves the right to develop and establish such new or revised job descriptions, specifications, and classifications, and rates of pay and to post them after good faith discussion of such changes with representatives of the Union for the purpose of reaching agreement. Jobs are to be filled according to Article IX, Section 2 - Transfer Procedure, d.

Section 6. Survey of Buildings

It is understood and agreed that a standing joint committee, composed of representation from the Union and the Operating Section will be formed no later than February 1, 1970, for the purpose of surveying no less than four (4) of the existing school buildings per month while a backlog exists in order to make a determination 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 to the reasons for his allegation.

Committee findings and recommendations must be submitted for formal action to the Operating Section within two (2) weeks of the survey, unless by mutual committee agreement such time is extended for good and sufficient cause.

ARTICLE XI - JOINT APPRENTICESHIP COMMITTEE

A joint Administration/Union committee has been established to implement a joint apprenticeship program in accordance with the standards adopted by the Board with the Union on September 24, 1968.

ARTICLE XII - 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 XIII - HOURS OF WORK AND OVERTIME

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 consecutive days of eight 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 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 for a minimum of four (4) hours at straight time whichever is greater.
- c. 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 operations relief men are unavailable on a straight time basis.

Except that whenever in the judgment of the Operations Section a pattern of absence indicated abuse of this provision by an employee or employees for the purpose of qualifying for overtime this provision will not apply. Men in shift school assignments will not have their regularly scheduled work hours changed in order to avoid payment of overtime (See Article XIII - Hours of Work & Overtime, Section 5) (and see attached Letter of Grievance Settlement dated July 27, 1970) or to accommodate the assignment of persons, unfamiliar with the plant, on a short time relief basis.

Section 3. 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-week heating season.

Section 4. Overtime shall be divided and rotated as equally as possible within a building in accordance with classification seniority.

Section 5. 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 weeks notice shall be given whenever an employee's previously scheduled days off are to be changed to avoid overtime work.

Section 6. The provisions of this Article do not apply to Community Use of Schools activities.

ARTICLE XIV - JOB AUTHORITY RELATIONSHIP

In recognition of the need for continuity of service and the safety of pupils, personnel and general public, it is understood and agreed that operation of all power plant equipment, including all steam, water, air and electric lines leading to and from the power plant and their associated and related equipment (boilers, fans, motors, pumps, compressors, water heaters, switches, etc.) are the direct responsibility of the Building Engineer.

As such, it is further understood and agreed that any work performed on the aforesaid lines and related equipment shall be correlated with the Building Engineer and, if necessary, cleared through proper lines of supervision.

ARTICLE XV - WAGES AND CLASSIFICATIONS - See Appendix

ARTICLE XVI - INSURANCE OPTION

Employees in the unit may elect to have their present hospital-medical-surgical insurance subsidy applied to coverage under Michigan Hospital Service, Blue Cross-Blue Shield. The Board is obligated to pay only the present subsidy.

Any additional cost of such coverage will be borne by the employee.

ARTICLE XVII - SICK LEAVE AND PERSONAL BUSINESS LEAVE POLICY

- A. Personal Business Leave Days - The present provisions allowing five (5) days per year for specified non-illness emergency absence shall continue in effect, along with the policy permitting one of these five (5) days to be used for personal business which does not fall into presently designated categories but which cannot be conducted at any time not in conflict with the normal school working day. This day may not be used to extend a holiday.
- B. Sick leave shall accumulate in a single bank at the rate of seventeen (17) days per year for 52-week employees, with a limit of 200 days.
- C. Absences resulting from work-related assaults shall not be charged against the sick leave bank even though the regular gross earnings of the employee shall be maintained.
- D. The sick leave bank of the employees employed in schools shall not be charged for necessary absences up to and including five (5) work days resulting from the following childhood diseases: chickenpox, measles, mumps, diphtheria, whooping cough. The statement of a licensed physician shall be required as proof of the cause of such absence.
- E. Death Leave - Absence due to death of a member of the immediate family may be charged to Sick Leave to the extent of one to five scheduled working days as necessary for each death.
 - 1. Included in 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.

2. The working days allowed must be consecutive scheduled working days:
 - a. 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
 - b. 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
 - c. if day of death is not a scheduled work day or occurs during vacation periods: the days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven consecutive calendar days including day of death

F. Absence for employee's own wedding:

1. Chargeable to Sick Leave:

- a. Such working days as fall within five consecutive calendar days including and subsequent to wedding day.
- b. Day of wedding is counted as one of five days but only charged to Sick Leave if a scheduled working day.
- c. Saturdays, Sundays, and holidays, if any, within a five-day period are counted as part of five-day limit.

G. Upon retirement, in accordance with qualifications established by the Retirement System of the School District of the City of Detroit, an employee shall be paid an amount not to exceed one-half his unused Sick Leave days. The maximum payment under this provision shall not exceed thirty (30) days pay.

ARTICLE XVIII - LEAVE FOR UNION BUSINESS

A member of the Union may be selected to serve on committees beneficial to the Board of Education or elected to attend special Union conferences, County, State, or National conventions in accordance with present Board policy.

ARTICLE XIX - OTHER LEAVE OF ABSENCE POLICY

Section 1. Employees covered by this Agreement shall be subject to all provisions of the Board of Education general rules governing leaves of absence, including provisions governing the employee's return to employment with the Board of Education.

Section 2. Employees in classification below First Class Engineer who have been employed by the Board for at least two calendar years may be permitted a leave of absence not to exceed one 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 XX - VACATIONS

A. All regular employees covered by this Agreement shall receive vacation with pay as follows:

0 - 1 year - vacation to be earned at rate of 1 week per year -
0.19 per bi-weekly pay period

1 - 5 years - vacation to be earned at rate of 2 weeks per year -
0.38 per bi-weekly pay period

5 years and over - vacation to be earned at rate of 3 weeks per year -
0.57 per bi-weekly pay period

As of July 1, 1971 same schedule as above except total of 200 employees qualify for 4 weeks.

As of July 1, 1972 all employees with 15 years or more qualify for 4 weeks - 0.76 per bi-weekly pay period plus 100 employees will be determined eligible for 5 weeks.

Vacation may not be taken until after 16 weeks of employment. Vacation must be taken during the year earned, or in the following year, or be forfeited.

An employee who becomes ill during a scheduled vacation period, and is under the care of a duly licensed physician, and notifies the Office of Personnel of such illness during the scheduled vacation period, may have the illness days charged to his sick leave bank and the vacation days missed due to such illness may be rescheduled.

B. Unused Sick Leave - Bonus Vacation Days

Employees in the bargaining unit with fifteen (15) or more years seniority, or 200 days in the sick bank, shall be eligible for bonus vacation days based upon sick leave in the following manner:

If, at the end of the fiscal year, said 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, said 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 Board vacation policy. The Board shall have the option to pay for bonus vacation days and administrative leave days in lieu of time off.

ARTICLE XXI - 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, Good Friday, and Memorial Day. If any of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday falls on Sunday, Monday shall be observed as the holiday. If 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 Superintendent of Operations.

ARTICLE XXII - PERSONAL PROPERTY LOSS DUE TO THEFT OR MALICIOUS DAMAGE

A fund in the amount of \$1,000 per year shall be established from which members of the bargaining unit may be reimbursed for approved claims in an amount not to exceed \$100 for personal property loss due to theft or malicious damage of tools and equipment of the employees in performing their normal duties. This provision applies only to such tools and equipment as may be stolen or damaged on Board property.

ARTICLE XXIII - 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 XXIV - 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 XXV - DELIVERY OF MATERIALS

It is hereby reaffirmed that Engineering Personnel are not required or expected to accept so-called tail gate delivery of materials. In 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 Operations Section of the situation so that proper action may be instituted.

ARTICLE XXVI - SAFETY

The Board shall correct any hazard which threatens life, limb or property or causes extreme discomfort. Any grievance arising under this Article may be processed directly to Step 4 of the Grievance Procedure.

ARTICLE XXVII - EMERGENCY RELIEF ENGINEERS - MILEAGE

When called from home for emergency assignments, employees assigned to Physical Plant Management as emergency relief engineers shall be paid mileage from their homes 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.

ARTICLE XXVIII - TOOL AND EQUIPMENT ALLOWANCE

The monthly rate for the authorized carrying of tools and equipment by employees in the bargaining unit shall be \$15 monthly, except that employees who carry such tools and equipment for less than ten (10) days in any month (because of new

assignment, sickness, vacation, etc.) shall receive a pro rata amount of the \$15 based upon the actual number of days such tools and equipment were carried for the Board of Education.

ARTICLE XXIX - MAINTENANCE OF EMPLOYEE BENEFITS

All fringe benefits including, but not limited to, pensions, longevity pay, hospitalization insurance, life insurance, vacations, sick pay and holidays not changed or covered in this contract that are now being received by the employees shall remain in full force and effect. In the event any existing fringe benefit is improved, or any new benefit is established by the employer which is generally applied to all other Board employees on a uniform basis, such benefits shall be extended to all employees in this bargaining unit.

Pursuant to the Letter of Agreement, dated February 24, 1970, the Union shall have representation on a joint fringe benefit committee.

ARTICLE XXX - 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.

ARTICLE XXI - GENERAL

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

The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States, except as limited by this Agreement. The Board agrees, however, that except as to those working conditions incorporated in this Agreement (which may be changed only by mutual consent), no change in present working conditions which have been set forth in writing in (a) Proceedings of the Board of Education or (b) the Administrative Handbook will be made effective without notification to the Union, and consultation with it respecting such proposed change. Such notification will be given as far

in advance of the effective date of any such proposed change as is reasonably possible, with the objective of affording the Union an opportunity, if it has objections to any such proposed change, to resolve such objections with the Board or its representatives before any such proposed change is made effective. However, the parties both recognize the possibility that emergency situations may arise in which prior notification and consultation is not feasible.

ARTICLE XXXII - TERMINATION, CHANGE OR AMENDMENT

This Agreement shall become effective on July 1, 1971 and remain in full force and effect until July 1, 1974. 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

For the Board of Education of the
School District of the City of
Detroit

Business Manager

Chief of Labor Negotiations

President

Secretary