

6/30/74

November 27, 1973

AGREEMENT

This Agreement is effective the _____ (except as otherwise stated herein/or/in Appendix A, which is attached) by and between the Board of Education of the School District of the City of Detroit (hereinafter referred to as the Board) and the Greater Detroit Building Trades Council (hereinafter referred to as the Council), on behalf of its affiliated local unions (hereinafter referred to as the Union).

ARTICLE I

In accordance with the provisions of Act 176 of the Public Acts of 1939 as amended and Act 336 of the Public Acts of 1947 as amended by Act 379 of the Public Acts of 1965; and pursuant to recognition granted by the Board of Education of the School District of the City of Detroit to the Greater Detroit Building Trades Council, AFL-CIO Building and Construction Trades Department on November 23, 1965, the Board recognizes the Council as the sole and exclusive bargaining representative of its employees employed as building tradesmen, all of whom are hereinafter referred to as "Employees."

ARTICLE II - WORKING RULES

- A. The Board and the Council shall develop reasonable working rules pursuant to which all employees in the unit shall perform their assigned functions.
- B. The regular work week is Monday through Friday. Regular work days are Monday, Tuesday, Wednesday, Thursday and Friday. Regular work hours are 7:30 A.M. to 4:00 P.M. on any of the regular work days; but the Board and each craft union, by mutual agreement, may establish other regular work hours consistent with the regular work hours of a particular craft as negotiated by the Council or the craft union with the contractors of the area.
- C. Within reasonable limitations, attempts shall be made to provide work on Board holidays.

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

ARTICLE III - STEWARDS

- A. There shall be a Steward selected by each craft union of the Council whose members are employed by the Board. The Steward shall see that the provisions of this Agreement are observed by both parties.

State of Michigan
Employment Relations Council
Mediator 121500

603 Spruill
Department of Labor Bldg
9310 Woodward Ave
Detroit, MI 48203

1. The Steward's responsibilities include the reasonable attempt to insure that employees of the Board who are members of his craft union are familiar with and adhere to the responsibilities imposed by this Agreement and by the reasonable work rules established under Article II. The Steward shall act as safety man for employees of his craft.

2. The Steward shall be permitted a reasonable time to perform the usual duties of a Steward but shall not receive any extra pay from the Board because of the performance of such duties. 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 his foreman.

3. Within 72 hours of the employment of any new craft employee the Steward of the particular craft shall be given the name and job location of said employee.

4. The Steward of a particular craft union shall be given reasonable notice of the impending layoff or discharge of any employee of the same craft.

Reasonable notice requires notice as soon as possible after the layoff or discharge is determined to be necessary, but at least 72 hours notice.

B. Whenever members of a craft union are working their Steward (or the Union's designated alternate) shall also be working, but the Steward (or the Union's designated alternate) may be working at a different location.

ARTICLE IV - LABOR RELATIONS COMMITTEE

A. Two representatives of the Board and two representatives of the Council shall meet regularly, not less than quarterly, for the purpose of discussing Board policies and problems in regard to this Agreement.

B. The Superintendent, and/or his designated representatives, shall be designated to represent the Board of Education in all such discussions, and the following procedures shall apply:

1. In the event of any grievance under the terms of this collective bargaining Agreement, the employee shall first engage in informal discussions with his immediate superior (General Foreman) and/or the Assistant Superintendent of Trades and the Superintendent of Trades in an attempt to resolve said grievance.
2. If the grievance is not resolved in the manner set forth above, the Business Agent shall submit, within three to five days, his grievance, in writing, to the Divisional Director of School Housing who shall answer said grievance, in writing, within three to five days following receipt thereof.
3. If the grievance is not resolved in the manner set forth above, the Building Trades Council shall submit, within three to five days, in writing, an appeal of said grievance to the Deputy Superintendent of School Housing who shall answer the grievance, in writing, within three to five days following receipt thereof.
4. If the grievance is not resolved in the manner set forth above, the Building Trades Council, within seven to ten days, shall submit in writing, an appeal of said grievance to the Superintendent of Schools or his designee.
5. In the event the Superintendent or his designated representatives and the Council are unable to resolve their differences on any matter, they shall present separate written reports to the Board containing the points of disagreement. A conference committee, composed of Board members (selected by the Board) and Council representatives (selected by the Council) shall be established for the purpose of reaching an agreement and understanding.

6. In the event the parties are unable to settle their differences as provided in Step 3 hereof, either party may request arbitration of such differences of the American Arbitration Association and expenses thereof borne equally by both parties.

ARTICLE V - EQUAL EMPLOYMENT OPPORTUNITY

The Board and the Council (and its Affiliated Local Unions) agree to a policy of equal employment opportunity for all persons in all phases of Board employment. The Council and its Affiliated Local Unions pledge that there shall be no discrimination in any manner whatsoever against any individual because of his race, color, religion, national origin, or ancestry. The Council shall take affirmative action to make individuals of minority races and religions aware of the opportunities for Apprenticeship training which will occur from time to time by notifying the Detroit Board of Education, Bureau of Apprenticeship Training and Apprentice Information Center when apprenticeship applications are being accepted. The parties acknowledge the need to, and therefore agree to, accelerate their efforts to obtain a larger number of minority group members as apprentices and as a part of the journeyman work force of the Detroit Board of Education.

The Council and/or its affiliated Local Unions shall meet with those representatives designated, in writing, by the Board to discuss the Apprenticeship program, and the steps taken or which will be taken to assure equal employment opportunity in the Apprenticeship program.

The representatives of the Board and the Council and/or its affiliated Local Unions shall meet to determine the regularity of such meetings. The parties shall cooperate in the establishment of Career Day programs and other school community projects designed to locate and interest students to pursue the building trades as careers.

ARTICLE VI- APPRENTICESHIP

The Board and the Council agree to work together to accomplish the employment of apprentices under an apprenticeship program in each particular craft

ARTICLE VII - EMPLOYMENT STATUS

Notwithstanding the ES status of employees covered by this collective bargaining Agreement (as of January 1, 1969), the Board agrees to certify to the Credit Union, Insurance Companies, etc. the hours of employment of each journeyman tradesman and to arrange for payroll deductions consistent with the payroll deduction policy as it applies to regularly appointed employees of the Board insofar as such policy can be applied with the agreement of the company or agency (such as Credit Union, Insurance Company, etc for whom the deduction is to be made. Such arrangement by the Board is in no way intended to modify ES status of employees covered by this Agreement.

ARTICLE VII - SENIORITY

- A. Seniority is defined as the length of an employee's service as per craft with the Board.
- B. Newly hired employees shall not have seniority for the first ninety (90) calendar days of their employment. If an employee continues beyond ninety calendar days, his seniority shall then be determined on a craft basis in accordance with his date of hire. In the event two or more employees have the same date of hire, seniority shall be determined by the time card or by any record indicating the time the employee first reported to work.
- C. The Board shall have no obligation to re-employ any employee if that employee is laid off prior to the ninety calendar days and an employee so laid off shall begin his ninety day period anew if he is subsequently rehired by the Board after six months have elapsed.
- D. If an employee on the seniority list is laid off for a twenty-four month period or more and is rehired, he will be rehired as a new employee.

- E. No seniority employee shall suffer a reduced work week in his particular craft to enable the Board to continue the employment of a non-seniority employee of the same craft.
- F. In the event of lay-off and recall following such lay-off, seniority shall be observed consistent with an employee's special skills to do the available work, and such laws both State and Federal to which the Board might be subjected. Any deviations from the strict application of seniority will require a conference with the Union representative of the involved trade and the department head at which time the representative will be advised as to the reasons for such deviation.
- G. The Board, in lieu of Michigan employment security contributions, shall establish its own fund to provide unemployment benefits to employees who are laid off. Eligibility for benefits and the amount of benefits shall be in accordance with MESC unemployment benefit standards.

ARTICLE IX - INFORMATION

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

ARTICLE X - WAGES AND FRINGE BENEFITS

- A. Beginning with the first pay period following July 1, 1973, wages and fringes will be increased in the same amount as increased by outside contractors.
- B. Employees currently employed who have time in the sick leave bank as of January 1, 1969, shall be permitted to use such days as he has earned prior to January 1, 1969 (at the rate in existence as of December 31, 1968), for legitimate illnesses only. Any employee who uses sick days when he is not sick shall forfeit all of his remaining sick days. Questions relative to the forfeiture of such sick days shall be determined by the Labor Relations Committee as established in Article IV of this Agreement.

- C. The present overtime policy of the Board shall continue without change during the term of this Agreement.
- D. Subject to the approval of the insurance carrier(s) involved, employees covered by this Agreement, who were regularly appointed (and not ES), prior to January 1, 1969, shall be afforded the opportunity to continue to purchase, without Board subsidy, employee paid optional plans (i.e. life insurance, variable annuities, etc.) which were previously available to them as regular Board employees.
- E. Employees are to receive their pay by check or cash at a regular time and place for such payment.

ARTICLE XI - ALLOWANCE FOR CARRYING OF TOOLS, MATERIALS AND EQUIPMENT

- A. The monthly allowance to tradesman covered by this Agreement for the carrying of tools, materials and equipment in their personal vehicles shall be \$20.00 per month. The Board reserves the right to discontinue the carrying of tools, materials and equipment by non-essential trades and tradesmen in order to provide funds to implement this provision equitably. The Board shall evaluate the present tools, materials and equipment carrying allowance policy and determine which, if any, tradesmen are non-essential under this policy.
- B. In computing the allowance for the carrying of tools, materials and equipment, the Board shall use a figure of \$1.00 per day to determine the amount due employees who carry tools for less than ten (10) days per month for any reason.
- C. The present Board policy with respect to travel allowance (mileage) shall continue without change during the term of this Agreement, except as changed by Mileage Committee.

ARTICLE XII - RETIREMENT

Pensions for all employees hired henceforth will be paid, by the Board, for outside pensions, as in effect for each trade, provided that the 5% withholding requirement can be relaxed as to such employees. Pending accomplishment of the above, the Board will hire employees for periods

not to exceed 10 weeks as emergency substitutes. The Board agrees to join with the unions in a sincere effort to have the 5% relaxed in order to implement the foregoing offer.

ARTICLE XIII - JURY DUTY

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

ARTICLE XIV - MANAGEMENT RIGHTS

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

G. The Council and its affiliated craft unions agree that there shall not be any interference by the Council or by any craft union with any union contractor doing work for the Board of Education.

By "Union contractor", the parties mean any contractor or sub-contractor who has a contract with any affiliate of the Building Trades Department of the AFL-CIO.

This section G shall not be applicable wherein the Council or any craft union has a primary dispute with a contractor doing work for the Board of Education on new construction or a facility which is not, at that time, being occupied by students for educational purposes.

ARTICLE XV-STRIKES

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

ARTICLE XVI - AGENCY SHOP

- A. Effective January 1, 1969, all employees employed in the bargaining unit or who become employees in the bargaining unit who are not already members of their craft unions, shall within sixty days of the effective date of this Agreement, or within sixty days of the date of their hire by the Board, whichever is later, become members or in the alternative, shall within sixty days of the effective date of this Agreement or within sixty days of their date of hire by the Board, whichever is later, as a condition of employment, pay to their particular craft union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members.
- B. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).

- C. The Board shall be notified, in writing, by the Union of any employee who is sixty days in arrears in payment of membership dues (or fees).
- D. If any provision of this Article is invalid under Federal or State law said provision shall be modified to comply with the requirements of said Federal or State law or shall be renegotiated for the purpose of adequate replacement.
- E. The Council and the particular craft union agree that in the event of litigation against the Board, its agents or employees arising out of this provision, the Council and/or the particular craft union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.

ARTICLE XVII - SERVICE FEE OR DUES CHECKOFF

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

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

ARTICLE XVIII - SAVINGS CLAUSE

If any provision of this Agreement shall be found to be contrary to Federal or State law, that portion only shall be deemed null and void and such a determination shall not affect any other portion of this Agreement.

ARTICLE XIX - CHANGE AND TERMINATION

This Agreement shall remain in full force and effect through June 30, 1974 and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement, of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other parties. In the event of notice by either party to change and/or terminate and no agreement on such change or termination is reached prior to June 30, 1974, this Agreement shall be deemed to have terminated on June 30, 1974. :

For the Greater Detroit
Building Trades Council

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

Chief of Labor Negotiations

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For the Greater Detroit Building
Trades Council

Business Manager

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

A. J. McIntosh
Executive Secretary