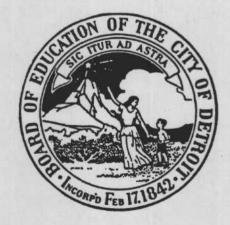
AGREEMENT

between the

BOARD OF EDUCATION of the CITY OF DETROIT

and the

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





October 1, 1994 - September 30, 1997

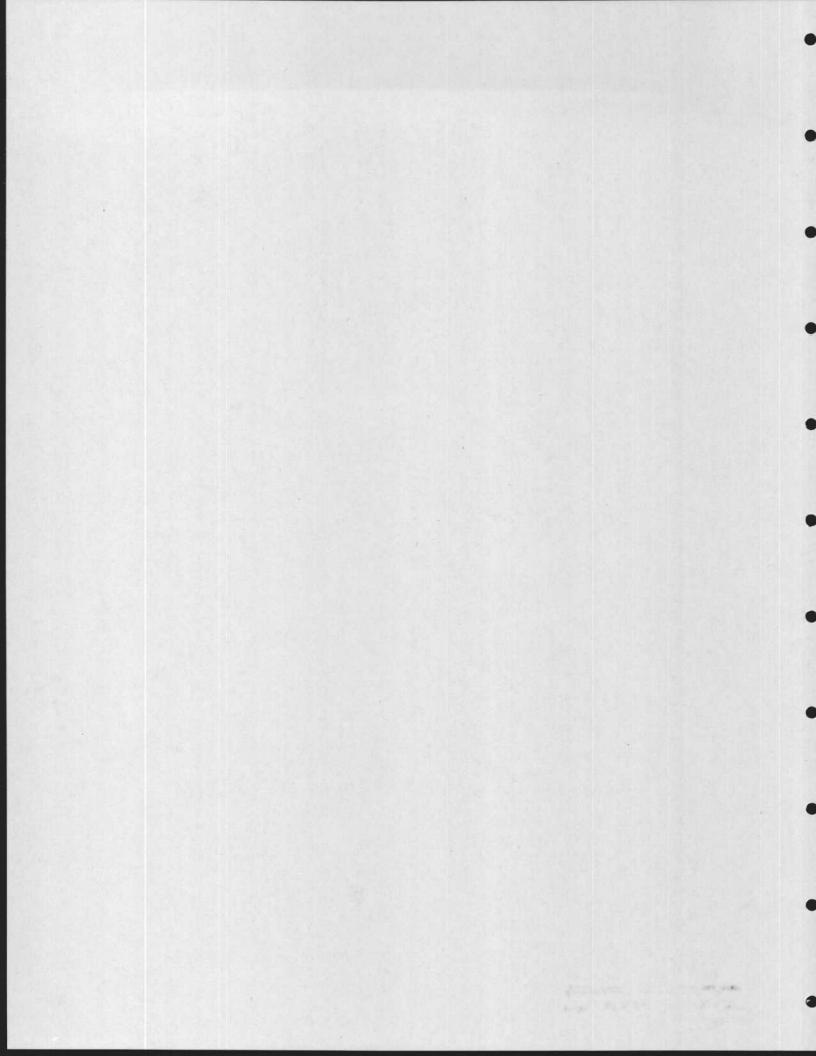
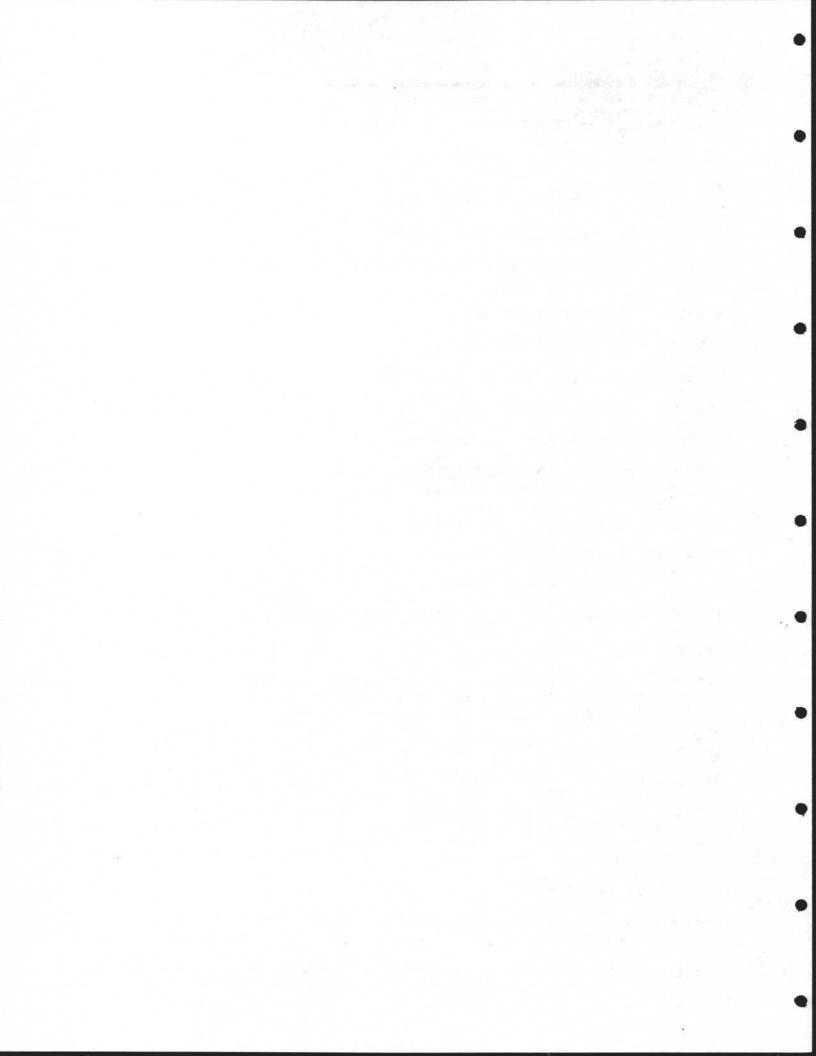


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AGREEMENT

This Agreement, effective the first day of October, 1994, 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 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, Apprentices
and Trainees, all of whom are hereinafter referred to as
"Employees."

ARTICLE II -- RESIDENCY

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

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

ARTICLE III -- PROHIBITION AGAINST STRIKES

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

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

A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within sixty (60) days of the effective date of this provision or within sixty (60) days of the date of hire by the 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 the 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).

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

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

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

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

security number of the new employee.

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

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

ARTICLE V -- EDUCATION TRUST FUND

The Board will pay into the jointly-administered Local 547 Stationary Engineers Fund, the sum of eleven cents (\$.11) per hour for each hour paid to employees covered by this Agreement.

Increase deductions from all wages paid as indicated below:

October	1,	1994	Twelve cents (\$.12)
October	1,	1995	Thirteen cents (\$.13)

October 1, 1996 Fourteen cents (\$.14)

ARTICLE VI -- NON-DISCRIMINATION

The Employer and the Union recognize their responsibilities under Federal, State and Local laws pertaining to fair employment

practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, sex, creed, color, religion, age or national origin. The parties will work together to assure equal employment opportunities to all.

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

ARTICLE VII -- GRIEVANCE PROCEDURE

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

Step 1

Complaints, grievances, or disputes arising out of the operation and interpretation of this Agreement shall be presented to the Operations Superintendent or his representative within ten (10) working days from the time that the event took place or within ten (10) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance. The employee with a problem shall first discuss the matter with the Operations Superintendent directly or his designee, and if he wishes may be accompanied by the Union Steward, with the objective of resolving the matter informally.

Step 2

In the event the matter is not resolved informally, the grievance may be presented in writing by both the aggrieved employee and his Union representative to the Operations Superintendent or designated representative. The Operations Superintendent or his designee shall give a written decision within three (3) working days of submission of written grievance. Step 3

Grievances not satisfactorily settled at Step 2 may be presented in writing by the Union to the Director, Physical Plant Management Department and shall be accompanied by a copy of the decision at Step 2. The Director or his designee shall investigate the grievance and provide an opportunity for the grievant and the Union representative(s) to be heard, at a time mutually agreeable to them, but no later than ten (10) working days following receipt of the appeal. The Director or his designee shall give a written decision within three (3) working days after the conference.

Step 4

Grievances not satisfactorily settled at Step 3 may be presented in writing by the Union to the Assistant Superintendent, Office of School Housing and shall be accompanied by a copy of the decisions at Steps 2 and 3. The Assistant Superintendent or his designee shall investigate the grievance and provide an opportunity for the grievant and the Union representative to be heard, at a time mutually agreeable to them,

but no later than ten (10) working days following receipt of the appeal. The Assistant Superintendent, Office of School Housing or his designee shall give a written decision within three (3) working days after the conference.

Step 5

Grievances not satisfactorily settled at Step 4 may be presented in writing by the Union to the General Superintendent and shall be accompanied by a copy of the decision at Step 4. The General Superintendent or his designee shall investigate the grievance and provide an opportunity for the grievant and the Union representative to be heard, at a time mutually agreeable to them, but no later than ten (10) working days following receipt of the appeal. The General Superintendent or his designee shall give a written decision within three (3) working days after the conference.

Step 6

Grievances not satisfactorily settled at Step 5 may be presented by the Union in writing to the Board of Education and shall be accompanied by a copy of the decision at Step 5. The Board shall give the Union an 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 the Union has been heard on the matter.

Step 7

If a grievance is not satisfactorily settled at Step 6, the

Union or the Board may within twenty (20) working days:

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

b. Or, if either party so requests, Board and Union representatives will meet further to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation. In Steps 2, 3, 4, 5 and 6, any decision not appealed to the next step of the grievance procedure within ten (10) working days from the date a written decision is furnished in accordance with the provisions set forth above, unless an extension is agreed upon in writing shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual, written consent.

ARTICLE VIII - STEWARDS

Section 1

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

Section 2

The number of Stewards shall be as follows:

a. Two (2) 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 (2) Stewards shall be selected to aid in handling grievances and general representation of the members of Local 547 employed and working on the West side of Woodward Avenue.
- c. An additional steward shall be selected by the Union to aid in handling grievances and general representation of members in Local 547 on either the East side of Woodward Avenue or the West side of Woodward Avenue.

Section 3

All Stewards shall be full-time employees of the 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 before any union

activities are conducted by the Steward.

Section 4

The Steward's 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 IX - 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 three (3) representatives of the Board of Education and three (3) representatives of the Union. Unless otherwise agreed, arrangements for such special conferences 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 a 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 conferences shall, to the extent possible, be held during regular work hours.

ARTICLE X - SENIORITY

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

Section 1

- a. Board of Education seniority is the length of continuous service with the Board of Education.
- b. Bargaining unit seniority shall be the length of time an employee is continuously employed in the bargaining unit.
- c. Classification seniority shall be the length of time an employee is continuously employed in the same classification from the effective date of appointment, or permanent promotion to the classification. An employee promoted to a higher classification within the bargaining unit shall continue to accrue seniority credits in his previous classification.
- d. A regular employee granted a leave of absence or on lay-off shall have his seniority frozen during the period of leave of absence or lay-off.
- e. Employees granted military leave of absence or receiving Workers' Compensation benefits shall continue to accrue seniority.

Section 2

a. Newly hired employees or employees transferred into the bargaining unit shall be considered probationary employees in the bargaining unit during the first one

hundred and twenty (120) days from date of employment or transfer. When an employee completes the probationary period, he shall be entered upon the department seniority list, provided he shall have completed the probationary period within twelve (12) consecutive months.

- b. The Union shall be entitled to represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, with the exception of discharge and disciplinary action taken for reasons other than Union activity.
- c. An employee shall lose his seniority for the following reasons only:
 - He is discharged and the discharge is not reversed through the grievance procedure.
 - 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.
 - 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 latest license registration date of all employees covered by this

Agreement.

ARTICLE XI - 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. An employee may exercise his seniority only to the position occupied by the least senior employee in the appropriate classification.
- c. Whenever possible, an employee who is scheduled to be laid off shall be given a written notice two (2) weeks prior to the effective lay-off date, but not less than seven (7) calendar days written notice. The Union shall be provided a list of those employees scheduled for lay-off no later than the date the notices are issued to the employee.
- d. An employee desiring placement in a lower classification because of a lay-off shall be given

- seniority credit in the lower classification for seniority accumulated in his classification.
- e. The Board agrees to make every effort to eliminate any lay-off of an employee while retraining other employees of lower bargaining unit classification seniority and to immediately correct any such situations that might occur. Failure to immediately correct the error is grounds for a grievance. Provided an immediate good faith effort is made, the Union agrees not to process grievances regarding alleged failures to properly select individuals for lay-off.
- f. An employee placed on lay-off shall be recalled in the order of his bargaining unit classification seniority provided he shall have completed his probationary period and is qualified to hold the position. All eligible employees shall be recalled to work on the basis of classification seniority prior to the filling of any vacant position by either promotion or the hiring of new employees.
- g. Notice of recall shall be forwarded to the employee at his last known address by registered mail or certified mail. It shall be the responsibility of the employee to notify the 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.
- In the event that an immediate resumption of services is required, recall shall be made through Detroit Public Schools Radio Station WDTR (90.9 FM) and the Board has agreed to provide public service announcements to other commercial stations.
- 2. Radio Station WDTR will commence detailed broadcasting of instructions regarding the recall at 6:30 a.m. Continuous announcements will be made throughout the day(s) at 15 minute intervals.
- 3. While announcements may be made by various media sources regarding recall, employees are responsible for receiving the accurate information from WDTR, which transmits from 6:30 a.m. to 8:30 p.m. daily and from 8:30 a.m. to 8:30 p.m. Saturdays, Sundays and holidays. Upon receiving the information each employee is to respond appropriately in accordance with his/her job functions and assignments.
- 4. Employees who must perform critical functions during such emergencies (maintenance, administration, etc.) will receive special

instructions from the Superintendent of Operations, Division Head or Area Superintendent.

h. For the purpose of lay-off and recall only, officers and stewards shall head the seniority list as long as they hold these positions.

ARTICLE XII - EMPLOYMENT, TRANSFERS AND PROMOTIONS Section 1 - Eliqibility Registers

- a. Any individual holding a valid license as a Boiler
 Operator or as a Stationary Engineer, issued by the
 Buildings and Safety Engineering Department of the City
 of Detroit, wishing employment with the Board of
 Education of the City of Detroit, shall file
 application with the Office of Personnel of the Board
 of Education applying for one of the following
 positions:
 - Boiler Operator Trainee
 - Boiler Operator
 - Third Stationary or Class D Engineer (3rd class license)
 - Second Stationary Engineer (2nd class license)
 - First Stationary Engineer (1st class license)

 Many job assignments within the Board of Education
 require possession of licenses as Refrigeration
 Operators issued by the Buildings and Safety
 Engineering Department of the City of Detroit, in

- addition to the Boiler Operator or Stationary Engineer.

 Individuals holding both licenses will be given

 preference for employment in the above positions.
- b. Upon request from the Operations of Buildings section of the Physical Plant Management Department, interviews will be conducted by the Office of Personnel to create eligibility pools for the classifications listed in "A". The interview committee will be chaired by a representative of the Office of Personnel. The majority of the interview committee shall have knowledge of the trade. One representative of the Union shall serve on the committee.
- c. When an eligibility pool has been established, the individual at the top of the list, except for prospective employees, shall be given a choice of the position available or the option of refusing any assignment. Employees returning from leave of absence shall receive placement at the top of the classification held at the time granted a leave of absence, followed by present employees registering licenses, and then by prospective employees.

An employee registering a license after persons from the eligibility list have been contacted to fill a position shall not be entitled to placement at the top of the list. Said employee will be placed at the proper position on the remaining list of persons on the

eligibility list after the move has taken place and the positions have been filled.

Section 2 - Transfers

Any time that a position is to be filled, the opportunity to accept a lateral transfer or a demotion to the position is to be offered to those individuals, in order of seniority in the classification, who have written transfer requests on file for the position in that location before the position is offered as a promotion to an existing employee or to an individual on the eligibility register. Transfer requests may only be submitted on the present Type I Form or an equivalent form. Following the new assignment resulting from a transfer, the employee shall not be eligible for another voluntary transfer within the same classification for twelve (12) months.

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

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

Section 3 - Promotions

a. Promotions from Boiler Operator - six (6) months to
Boiler Operator - eight (8) months and from Boiler

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

- b. Promotion from First Stationary Engineer to the position of Class "C" Engineer will be granted to employees on the basis of seniority in classification subject to the following restrictions.
 - 1. A committee consisting of one (1) representative for the Board and one (1) representative of the Union will visit the current assignment of the applicant for promotion and investigate his performance as a First Stationary Engineer. Such reports will include operating log sheets.
 - 2. If the applicant is recommended for promotion by the committee, he will be assigned to a position as Class "C" Engineer (probationary) and given appropriate assignments to carry out during the first six (6) months of his assignment.
 - 3. Inservice Training The parties shall cooperate in the joint re-establishment of periodic in-service training programs designed to

improve the skills and performances of employees to be considered for promotion to Class "C" Engineer.

4. Probationary Assignments

- a) Assignments under this procedure shall be to the position of Class "C" Engineer (probationary).
- b) The school to which assignment is to be made shall be inspected by the two-person (2) committee prior to the assignment of the probationary employee. Information shall be given to the employee as to his general responsibilities in the probationary position and as to areas in which the building seems to be in need of improvement.
 - c) Committee members shall be encouraged to visit the school during the probationary period for the purpose of providing assistance to the employee's performance.
 - d) Prior to the end of the probationary assignment, the employee shall report what he has accomplished and/or has attempted to accomplish.
 - e) There shall be an inspection by the committee at the end of the probationary period and there shall be an evaluation of

the employee by the principal of the building. During the inspection, emphasis shall be given to areas which had been called to the attention of the probationary employee as the areas in need of improvement and evidence of the employee's success in directing the operating staff in their assignments.

- f) Probationary employees assigned under this procedure are free to return to the First Stationary Engineer classification without prejudice at any time during the probationary period.
- 5. Evaluation Upon the completion of the above procedure, evaluation shall be made and the committee shall make a recommendation of (a) a permanent assignment to the building or (b) return to assignment as a First Stationary Engineer in an available opening or temporary relief duties as a First Stationary Engineer.
- C. Promotions from Class "C" to Class "B" Engineer or a
 Patrol Engineer (Class "B") will be based upon
 seniority in classification. This position (Patrol
 Engineer) requires the minimum of a First Class
 Refrigeration license, in addition to a First Class
 Steam license.

- d. Promotions from Class "B" Engineer or from Patrol Engineer (Class "B") to Class "A" Engineer will be based upon the following procedure:
 - 1. Ability as a Class B Engineer The applicant's present building will be inspected by a committee consisting of one (1) supervisor and one (1) Union representative. During such inspection, consideration will be given by the committee members to the length of time the applicant has been in his present assignment and to the extent of the applicant's success in his relationship with the balance of the school staff.
 - 2. In-Service Training The parties shall cooperate in the joint re-establishment of periodic in-service training programs designed to improve the skills and performances of employees to be considered for promotion to Class "A" Engineer.

3. Probationary Assignments

- a) Assignments under this procedure shall be to the position of Class "A" Engineer (probationary).
- b) The school to which assignment is to be made shall be inspected by the two-person (2) committee prior to the assignment of the

probationary employee. Information shall be given to the employee as to his general responsibilities in the probationary position and as to areas in which the building seems to be in need of improvement.

- c) Committee members shall be encouraged to visit the school during the probationary period for the purpose of providing assistance to the employee's performance.
- d) Prior to the end of the probationary assignment, the employee shall report what he has accomplished and/or has attempted to accomplish. Such reports will include operating log sheets.
- e) There shall be an inspection by the committee at the end of probationary period and there shall be an evaluation of employee by the principal of the building. During that inspection, emphasis shall be given to areas which had been called to the attention of the probationary employee as the areas in need of improvement and evidence of the employee's success in directing the operating staff in their assignments.
- f) Probationary employees assigned under this procedure are free to return to the Class "B"

Engineer classification without prejudice at any time during the probationary period.

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

Section 4 - Patrol Engineers - First Stationary Engineers

For the purposes of this Section, no distinction is made between the position of Class "B" Engineer and the position of Patrol Engineer. It is agreed, however, that the building engineer (patrol) will assume and be held responsible for the operation and maintenance of the entire physical property (mechanical equipment, buildings and grounds) except for those responsibilities assigned the classified custodian. He has been delegated the necessary authority by the Operation of Buildings section to properly carry out his responsibility for the number of school buildings assigned to the patrol route by the staff committee. This position requires the minimum of a First Class Refrigeration license, in addition to a First Class Steam license.

Section 5 - Boiler Operator Trainee Program

The Board and the Union may provide rules governing the selection of trainees, providing such rules are not contrary to

the terms of this Agreement. The provisions of this Article may be modified only by mutual agreement of the Board and the Union.

An applicant, in order to qualify for Boiler Operator

Trainee, shall hold a high school diploma or equivalent G.E.D.

certificate. The number and work location of Boiler Operator

Trainees will be determined by the Board subject to agreement by the Union.

A trainee will be required, as a condition of employment, to complete prescribed courses at the Local 547 Educational Training Center at his/her own expense and will not be paid while attending classes.

A trainee shall receive fringe benefits accorded all regular employees of the bargaining unit covered under the terms and conditions of this Agreement.

Section 6

It is recognized that certain positions within a given classification (Patrol Engineer - P.P.M., Relief Engineer, etc.) require a dual license (Steam and Refrigeration) in order to meet the job requirements.

As such, this will regulate seniority, transfer and promotion procedures as outlined in this Agreement.

Section 7

The Joint Staffing Committee shall schedule plant visits to all new construction sites well enough in advance so that the permanently assigned building engineer will be assigned to the building at the time it is ready for the dry-out process to

begin, in accordance with the provisions as set forth in Article XII, Section 8.

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

On or before November 1st of each year those Class A, B, C, and First Stationary Engineers interested in dry-out work shall request such work in writing to the Operations Department. The rate for all such work outside of the employees regularly assigned hours shall be one and one-half (1-1/2) times the current rate being paid the First Stationary Engineer. The dry-out staff shall be composed of one (1) regularly assigned engineer working six (6) days, Monday through Saturday, 5 a.m. to 5 p.m., two (2) afternoon shifts, 5 p.m. to 11 p.m. One (1) afternoon shift works Monday, Wednesday and Friday, and the other Tuesday, Thursday and Saturday. Two (2) midnight shifts, 11 p.m. to 5 a.m. One (1) midnight shift works Monday, Wednesday and Friday, and one (1) midnight shift working Tuesday, Thursday and Saturday. The Sunday schedule will be assigned to three (3) additional engineers on three (3) eight (8) hour shifts beginning at 11 p.m. on Saturday

night and ending at 11 p.m. on Sunday night. The engineer requesting such work having the most seniority shall be offered first choice of all open shifts and all shifts will be filled in order of seniority until all shifts have been filled. Anyone refusing an assignment shall remain on the dry-out list, and he will be contacted if and when another dry-out begins. Vacancies due to illness on afternoon and midnight shifts will be offered to the men working the Sunday schedule. A permanent vacancy will be filled from the dry-out list by seniority. A maximum of seventy-two (72) hours per employee will be allowed each applicant for dry-out work before he is replaced and his name returned to the bottom of the list.

Section 8 - New Positions

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

Section 9 - Shift Preference

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

- a. When a new employee is assigned to a school he will be given a reasonable period to familiarize himself with the job. The Chief Engineer will assign this employee to a shift for the break-in period. During this time an employee regularly assigned to this shift may have to work another. Cooperation is expected on the part of all involved. At the end of this period, these employees will receive their permanent assignments according to seniority.
- b. Employees with equal license status may trade shifts within their school if it is mutually agreeable between the employees involved and the Chief Engineer. These agreements will then be permanent until the next July 1, at which time the shifts will be open for reassignment. This will also be the time for employees assigned to the building during the previous year to choose a shift according to their classification seniority. Every July 1, the shift assignments for the following year will be chosen.
- c. The Chief Engineer may assign employees of equal license status to various shifts regardless of seniority, but not without just cause. The Chief Engineer, in this case, should show that such action is deemed necessary for better total plant operation.

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

ARTICLE XIII - CLASSIFICATION OF BUILDINGS FOR STAFFING PURPOSES Section 1

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

Class "C" Engineer 500,000 cu.ft. - 750,000 cu.ft.

Class "B" Engineer 750,001 cu.ft. - 2,500,00 cu.ft.

Class "A" Engineer 2,500,001 cu.ft. - with health unit

Buildings below 500,000 cubic feet having their own heating plant utilizing steam or hot water or any combination thereof to heat said building shall be classified for staffing and staffed by available Class "D" Engineers (Third Class Engineers), unless otherwise mutually agreed upon by the Union and the 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 and employees working in another position on an overtime basis (in which case he will be paid the proper overtime rate). Boiler Operators will not relieve Third Class Engineers or Class "D" Engineers.

Section 3

The salary schedule shall include an E.S. position for all unit classifications at a daily rate which is one-tenth the bi-weekly pay for the regular position. E.S. employees will be utilized only when regular employees are not available.

Employees in E.S. positions will not receive fringe benefits.

The Board agrees that E.S. employees desiring and qualifying for regular placement will be given probationary assignments to fill vacancies as they occur or shall be temporarily assigned to the Physical Plant Management Department to offset existing vacancies. Such placement shall be without delay beyond that occasioned by regular Board appointment procedure.

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

Section 4

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

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

Section 5

a. Survey of Buildings

It is understood and agreed that a standing joint committee composed of three (3) persons representing the Union and three (3) persons representing the Board will continue to function in order to make a recommendation of proper staffing needs. Those

buildings where the Building Engineer has alleged in writing that improper staffing exists shall be surveyed jointly by the committee with the Building Engineer showing cause as the reasons for this allegation.

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

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

b. Classification Study

An Administration/Union Committee shall be established to study and make recommendations with respect to classification of buildings for staffing

purposes. Either party may seek the advice of one or more recognized consultants in the trade, at no cost to the other party, for advisory purposes only. The committee shall study and make recommendations in the following areas.

- The classification of the various buildings of the system for the assignment of heating plant personnel.
- 2. The basis of assignment of bargaining unit personnel, in addition to the one building engineer in each location.
- 3. Training Programs including the immediate establishment of temporary training positions in the First Assistant Stationary and Second Assistant Stationary Engineer to alleviate the current shortage of properly licensed personnel.
- 4. The relationship between the needs of the Board of Education staffing its buildings and heating plants and the qualifications established by the possession of the various stationary engineering licenses issued by the Department of Buildings and Safety Engineering, City of Detroit.

It is understood by all parties that the use of temporary training positions is an emergency measure that will only be utilized during such periods of time that a shortage of individuals holding first class and second class

stationary engineer licenses exists as mutually determined by the Joint Staffing Committee. Further, it is the understanding that this provision is not a substitute for long range formal training programs.

The classifications shall be known as:

1st Assistant Stationary Engineers, Trainee-Temporary-Base

1st Assistant Stationary Engineers, Trainee-Temporary

2nd Assistant Stationary Engineers, Trainee-Temporary

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

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

to a former assignment other than to an open position in the former classification.

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

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

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

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

The pay rates for these positions shall be:

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

1st Assistant Stationary Engineer - 1st Assistant Stationary Engineer, Trainee-Temporary

2nd Assistant Stationary Engineer - 2nd Assistant Stationary Engineer, Trainee-Temporary

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

ARTICLE XIV -- JOINT APPRENTICESHIP COMMITTEE

- A. The parties agree to establish an Apprenticeship

 Program administered by a joint committee. The Joint

 Apprenticeship Committee will provide an apprentice

 selection process which will be effective in meeting the

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

B. Employment:

- Each apprentice will be indentured to the participating employer who will become that apprentice's "Employer of Record".
- The Employer of Record will be responsible for the apprentice's wage and pension compensation for the period of indenture.
- 3. The Joint Apprenticeship Committee may assign apprentices to on-the-job training with a participating employer other than the Employer of Record.
- C. Effective upon ratification of this agreement, December 13, 1994, the parties agree to hire effective immediately, and each subsequent year of this Agreement, a minimum of (10) ten apprentices or the number of projected retirements of first class engineers, whichever is greater.

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

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

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

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

ARTICLE XV -- RULES OR REGULATIONS

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

ARTICLE XVI -- HOURS OF WORK AND OVERTIME

Section 1

The regular work week for the employees covered by this Agreement shall consist of forty (40) hours. Shifts will be

scheduled as conditions warrant. When scheduling permits, five (5) consecutive days of eight (8) hours each will be scheduled.

Section 2

- a. Time and one-half (1-1/2) shall be paid for authorized overtime. It is understood and agreed that jobs covered by the job of work concept (one (1) hour per day, five (5) hours per week) may require work in excess of eight (8) hours per day; but employees will not be expected to work an unreasonable number of hours in order to fulfill the job of work responsibility. Specific cases raised under this Section will be resolved by mutual agreement between the parties.
- b. <u>Call-In-Time</u> Except for continuous overtime hours worked prior to or after termination of an employee's regular shift, an employee assigned to work authorized overtime shall receive the time and one-half (1-1/2) rate for the actual time worked or a minimum of four (4) hours at straight time, whichever is greater.
- c. Overtime shall be divided and rotated as equally as possible within a building in accordance with classification seniority. Second Class and Third Class Engineers are eligible to work overtime during periods when buildings are unoccupied, providing code requirements are observed.
- d. <u>Overtime Shift School</u> It is understood and agreed that the employees in shift work assignments will cover

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

Section 3

- a. The heating plant employees assigned to the Office of School Housing as Class "A" or "shift" schools will be expected to continue to work eighty-eight (88) hours each pay period during the winter period designated by the Board of Education. The hours worked by each individual to be as designated by the heating plant supervisor assigned as Chief Engineer of the plant, subject to the approval of the Superintendent of Building Operations.
- b. Heating plant personnel regularly assigned to Physical Plant Management, rather than to a specific school building, will receive weekend overtime work during the heating season on the same basis as other bargaining unit members. They may work eight (8) hours every other weekend in accordance with current practice during the heating season.
- c. The overtime to maintain the required conditions in non-shift schools on weekends shall be assumed to be four (4) hours per weekend during a designated twenty (20) week heating season.

Heating plant personnel assigned to Class "B", "C" and "D" schools will be expected to continue working such hours as are required to insure that the building assigned to their care does not suffer damage from freezing over the weekend periods and that it is heated

- satisfactorily for the start of school on each Monday morning. They shall also insure that areas and equipment involved with the heating system are satisfactorily maintained.
- d. Boiler Operators, Trainees or Apprentices assigned to non-shift buildings shall be expected to continue to work eighty-eight (88) hours each pay period during the winter period designated by the Board of Education in order to assist the building engineer in providing the necessary heat and in performing necessary maintenance duties. The building engineer shall determine what hours shall be worked over the weekend, subject to the approval of the Superintendent of Building Operations.
- e. The responsibility of the building engineer is intended to include providing adequate heat and normal maintenance throughout the year. However, it is not anticipated that hours worked as the result of vandalism or act of God should be considered a part of the normal workload. Employees called in to assist in cases of floods, fires, power outages or because of other situations beyond the control of the engineering personnel assigned, shall receive the proper call-in pay.
- f. The Class "B" Engineer (patrol) will be expected to continue to accept weekend responsibility for each of the buildings assigned to that route. The engineer

will receive eight (8) hours of overtime pay for each weekend during the winter period designated by the Board of Education.

Section 4

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

Section 5

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

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

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

instead of receiving administrative leave days.

Section 6

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

ARTICLE XVII -- JOB AUTHORITY RELATIONSHIP

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

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

In recognition of the building engineer's responsibilities and training, it is understood and agreed that the operation and maintenance of all heating plant systems and equipment, including all steam, water, air and electric lines leading to and from the

heating plant and such associated and related equipment as boilers, burners, incinerators, fans, motors, pumps, air conditioning and refrigeration equipment, compressors, water heaters, cooling towers, etc., are considered to be his direct responsibility and no work will be performed on such systems or equipment without correlating the work with the building engineer. Should differences of opinion arise regarding work on the above listed systems or equipment items, they are to be referred to the Director, Physical Plant Management Department, for resolution.

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

engineer to forward to the Superintendent of Building Operations a statement of his/her position, with supporting reasons, with a copy to the building principal. The Superintendent of Building Operations will then submit a recommendation to the Head of the Physical Plant Management Department for consideration by an appropriate administrative committee, following which, a decision will be rendered in a timely manner.

Direct supervision and/or direction of heating plant employees will continue to be provided by the Office of School Housing, through the Physical Plant Management Department, the Operation of Buildings Section, and the building engineer.

ARTICLE XVIII -- EMERGENCY DAYS

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

It is agreed that the Board and the Union will negotiate the compensatory half-day or day(s) off with pay, or compensation in lieu of time off, for all bargaining unit members who work on the referred day(s).

ARTICLE XIX -- WAGES AND CLASSIFICATIONS

WAGES:

a. Effective October 1, 1994, bargaining unit members shall receive a wage increase of three percent (3%)

- that will be applied directly to base rates.
- b. Effective October 1, 1995, bargaining unit members shall receive a wage increase of three percent (3%) that will be applied directly to base rates.
- c. Effective October 1, 1996, bargaining unit members shall receive a wage increase of three percent (3%) that will be applied directly to base rates.
- d. Effective the first full pay period in October, 1985, wages for members on the afternoon shift shall be increased twenty-five cents (\$.25) per hour. Wages for members on the midnight shift shall be increased by forty cents (\$.40) per hour. Wages for members on relief shifts shall be increased by forty cents (\$.40). This differential is to be paid only during the period employees work the mentioned shifts.
- e. Effective the first full pay in January, 1987, the longevity rate after twelve (12) years will be increased to twelve cents (\$.12) per hour.

See Appendix "A" for rates by classification.

ARTICLE XX - INSURANCE OPTION

Section 1

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

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

Section 2

Health insurance benefits include:

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

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

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

Section 3

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

With respect to health insurance coverage only, the Board may, following consultation with the Union, choose a different carrier(s), but with equivalent insurance coverage and benefits.

In the event of a dispute as to the equivalency of insurance coverage and/or level of benefits, such dispute shall be submitted to a mutually acceptable insurance actuarial consultant whose decision shall be final and binding. The cost, if any, shall be shared equally by the Board and the Union.

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

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

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

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

- 1. Total and the Wellness Plan will no longer be offered.
- The Blue Cross/Blue Shield Traditional Plan will remain unchanged except as noted below in #7.
- 3. The HAP Plan will be amended to become the Health Choice PPA Plan with no reduction in benefits with an out of network benefit.

- 4. Omni Care will be amended to the Omini Plus (POS) with no reduction in benefits with an out of network benefit.
- 5. Blue Care Network will be amended to the Blue Cross/Blue Shield POS plan with no reduction in benefits with an out of network benefit.
- 6. Blue Cross/Blue Shield PPO as proposed.
- 7. The cost of mammograms, papsmears and prostate screening will be paid for all members regardless of the insurance coverage that is selected by the members.

Section 4

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

Section 5 -- The OPT OUT Plan as proposed by the Employer.

OPT-OUT: Employees who are covered by a health care plan offered by an employer other than the Board and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the Board, may each enrollment year at the time of the enrollment period, opt out from Board coverage and for said enrollment year receive a \$900 payment from the Board as payment in full. Once an employee opts out for a given year, the employee will not be able to receive the Board's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternate coverage. If the employee returns to the Board's coverage under the conditions just stated, the employee shall pay back pro rata the said \$900 payment provided

herein. The \$900 will be paid for each enrollment year that the employee elects to opt out under this provision.

Effective March 1, 1995, the Opt-out payment will be increased from \$900 to \$1,200.

Section 6

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

Section 7

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

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

Section 8

- a. Effective October 1, 1986, employees retiring from the Board shall be provided \$2,000 life insurance.
- b. The life insurance program shall be improved effective October 1, 1979 by increasing the policy for active employees to \$15,000.
- c. The Detroit Public Schools shall continue to contribute approximately ten percent (10%) of the cost of

supplementary Group Life insurance.

Section 9

A long-term disability plan will be purchased by the unit's members by deducting seven cents (\$.07) per hour from all wages paid.

The Board agrees to assist in the creation and payroll deduction for a Union administered Long Term Disability plan.

ARTICLE XXI - SICK LEAVE AND PERSONAL BUSINESS LEAVE POLICY

a. Sick Leave

1. Each twelve (12) month unit employee shall receive sick leave at the rate of seventeen (17) days per year, to be earned at the rate of .65 days for each bi-weekly pay period worked, with a limit of 200 days.

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

contribution to said bank.

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

2. 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.

Regular gross earnings shall be maintained during the period of disability, but not subsequent to the receipt of the following categories of benefits, for which the employee shall apply:

- (1) Michigan Public School Employees Retirement System (MPSERS) - normal or disability retirement benefits or
- (2) Social Security normal or disability
 benefits. Failure of an employee to apply
 for such benefits shall disqualify the
 employee from further receipt of assault pay
 benefits under this section.

Annual Workers' Compensation benefits, normal retirement or disability benefits (1) above or Social Security benefits (2) above, paid relative to the same disability may be offset

by the Board against assault pay benefits, payable under this section.

- 3. The sick leave bank of employees employed in schools shall not be charged for necessary absence up to and including five (5) work days resulting from the following childhood diseases: chickenpox, measles, mumps, diphtheria, whooping cough. The statement of a licensed physician shall be required as proof of the cause of such absence.
- 4. Upon retirement with a retirement allowance in accordance with the qualifications established by the Michigan Public School Employees Retirement System -- School District of the City of Detroit, an employee will be paid an amount not to exceed one-half his/her unused sick leave days, with a maximum allowance of thirty-five (35) days pay.

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

b. Absences Chargeable to Sick Leave

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

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

within seven consecutive calendar days including day of death.

- 3. Certain Emergencies - Certain non-illness absences may be charged to Sick Leave, but all such charges combined may not exceed a total of five days in any one fiscal year. Two of these five days may be used for personal business which does not fall into the designated categories, but which cannot be conducted at any other time because of conflict with the normal school working day; otherwise, except as directed below, absence for personal business beyond two days means loss of pay. A letter must be submitted to the Chief Fiscal Officer requesting approval for any emergency absence in excess of two days. Absences in excess of a total of five days in any one fiscal year that do not fall in the categories below, will also result in loss of pay.
 - a) Absence to attend wedding of member of the immediate family only.
 - (1) NOT chargeable to Sick Leave:
 - (a) Absence for weddings of other than members of immediate family.
 - (b) Absence to arrange for wedding.
 - b) 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 not counted as part of five day limit.
- c) Absence to attend funerals other than those of members of the immediate family.
 - (1) NOT chargeable to Sick Leave:
 - (a) Absence to make funeral arrangements.
 - (2) CHARGEABLE to Sick Leave subject to prior approval:
 - (a) Time actually required to attend funeral and to return.
 - (b) Local funerals usually involve one-half or one day only.
- d) Absence caused by exposure to contagious disease in the immediate family where employee, though not ill himself, is required by Board of Health to be absent from work.

- e) Absence to provide necessary care for a member of the immediate family where no other arrangements are possible.
 - (1) NOT chargeable to Sick Leave:
 - (a) Where other relatives are available to "provide necessary care" it is assumed that employee's provision of care is not necessary since "other arrangements" are possible.
- (2) CHARGEABLE to Sick Leave:
 - (a) The "necessary care" must be such as would be prescribed by a physician or required by incompetency of relative requiring care.
 - (b) In almost all cases, "other arrangements" are considered possible - certainly within one day of the emergency.
- f) Absence because of required court appearance.
 - (1) NOT chargeable to Sick Leave:
 - (a) Employees are expected to arrange
 legal meetings and conferences on
 non-work days. "Required
 appearances" on work days that
 could have been scheduled for non-

- work days may not be charged to Sick leave.
- (b) Probate hearings are generally set to accommodate those involved. Such hearings should be set on nonwork days or during vacation periods.
- (c) Absence for "required court appearance" in cases initiated by employee, especially where personal property gain is involved, is not chargeable to Sick Leave.
- (d) Absence to accompany friend or relative to court is not considered as "required" and may not be charged to Sick Leave.
- (2) CHARGEABLE to Sick Leave:
 - (a) Required appearance as evidence by subpoena or court summons, or a written request from the Accident Prevention Bureau.
- g) Absence because of transportation failure or breakdown where no other means of transportation is available.
 - (1) NOT chargeable to Sick Leave:
 - (a) Absence due to failure to allow

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

- (b) Absence in cases where lack of transportation is due to the fact that employee resides outside city limits.
- h) Absence due to catastrophes resulting from fire, floods, tornadoes, etc., which make it impossible for employee to report for duty.
 - (1) NOT chargeable to Sick Leave:
 - (a) Subsequent to catastrophes, if it is possible to make necessary adjustments outside of working hours, employee is expected to report for duty.
- Absence because of required observation of a recognized religious denomination.
 - (1) NOT chargeable to Sick Leave:
 - (a) If it is possible to fulfill necessary religious obligations outside of working hours, employee is expected to report for duty.

An employee not able to return on Monday following two weeks of absence for personal illness must have a medical examination by the Board Medical Examiner and present Form 431, Return to Employment: Physician's Certificate, completed by his/her own physician before returning to his/her assignment.

After ten (10) consecutive work days of Sick

Leave, a bargaining unit member must furnish a

statement from his/her physician on Form 432, Release

Pay Check: Physician's Certificate, in order to secure
his/her next pay check.

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

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

Employees who remain on extended sick leave may be asked to have a medical examination by the Board of Education Medical Examiner during the period they are absent after continued absence beyond two (2)

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

If convalescence outside of town is recommended by one's own physician and approved in advance by the Board Medical Examiner, such absence may be charged to Sick Leave.

In absences involving compensation under the State of Michigan Compensation Law, charges to Sick Leave allowances are made only to the extent necessary to maintain the employee's regular bi-weekly gross earnings.

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

An employee who has been ill with a communicable disease must have a medical examination by the Board of Education Medical Examiner.

The decision of the Board Medical Examiner under this Article is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner, as to his/her ability or disability for work, the employee may appeal the decision under the following conditions:

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

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

c. Maternity Leave Policy - Absences from work which are associated with pregnancy, childbirth and child care shall be subject to the respective regular Board provisions as applicable, for approved illness absence.

Leave of Absence for Illness (without pay because sick leave is exhausted) approved absence without pay, or Leave of Absence for Personal Business (except as

specifically otherwise provided in the Statement of Policy).

1. Requirement for Continued Work:

- a) The employee who has become pregnant is expected to notify her principal or other administrator as soon as possible after her condition is confirmed, but shall so notify the administrator before the end of her fourth month of pregnancy.
- b) In order to provide a maximum continuity of service, the employee is expected to inform her administrator in writing of the tentative dates of leaving and returning as soon as possible after her condition is confirmed.

 Notification of tentative dates shall be given in writing no later than the end of the fourth month of pregnancy. Tentative dates may be revised.
- c) An employee may continue to work in her current assignment provided that the employee shall submit Form 4306 Medical Office

 Physician Certificate -- Maternity (only) from her personal physician which shall certify the anticipated date of delivery, and that she is able to work in her current assignment, and further provided that she is

able to, and continues to fill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.

- 2. Requirements for Approved Illness Absence for Disability (Illness) Without Pay, or Leave of Absence for Illness (Without Pay Because Sick Bank is Exhausted).
 - a) The date of leaving work because of disability shall be determined by the employee and her physician provided that it is certified by the employee's personal physician and confirmed by the Board Medical Examiner that the employee is unable to work.
 - b) During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick leave bank, subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the Board Medical Examiner.
 - c) An employee shall not move from any unpaid leave of absence status to paid disability absence status.

d) An employee shall not move from a paid disability absence to an approved absence without pay.

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

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

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

4. Requirements for Return to Work:

- a) After childbirth, the employee's return must be approved by the employee's personal physician and the Board Medical Examiner.
- b) During the period of absence because of disability or approved absence without pay of up to four (4) weeks, the employee's regular

position will be held, subject to the regular procedures for approved illness absence and the regular procedures for approved absence without pay.

c) Regular conditions and provisions applicable to returns to active employment from illness absence, Leave of Absence for Personal Business or resignation shall apply.

5. Related Conditions:

- a) Regular conditions and provisions for continuation of insurance which apply to approved absences and/or Leave of Absence shall apply.
- b) The decision of the Board Medical Examiner is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner, as to her ability or disability for work, the employee may appeal the decision under the following conditions:

The Board Medical Office shall
provide a list of at least three (3)
appropriate specialists. The employee
shall consult any one of those
designated at her own expense.
The determination of the specialist
shall be final and binding as to whether

the employee is able or unable to work.

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

6. Sick Bank Incentive Plan

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

Members of the unit represented by Local 547, IUOE will receive a payment upon retirement of an amount equal to 26% of their daily rate times the number of sick days left in their bank once the 35 for 70 days have been paid up to a maximum of 200 days.

- a) Employees whose absences exceed that of the average of absences of all Board of Education employees will be subject to corrective counseling.
- b) It is understood by the parties that the misuse of ones illness bank without verifiable medical or other evidence will lead to disciplinary action against the employee.

ARTICLE XXII -- LEAVE FOR UNION BUSINESS

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

ARTICLE XXIII -- MILITARY LEAVE

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

ARTICLE XXIV -- OTHER 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 leave of absence, including provisions governing the employee's return to employment with the Board of Education.

Section 2

Employees in classifications below First Class Engineer who have been employed by the Board for at least two (2) calendar years may be permitted a leave of absence not to exceed one (1)

calendar year under the following conditions:

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

ARTICLE XXV -- VACATIONS

- A. Effective December 31, 1977, (the beginning of the new pay period) all regular employees covered by this Agreement shall receive vacation with pay as follows:
 - 0 1 year Vacation to be earned at rate of 1 week per year 0.19 per bi-weekly pay period.
 - 1 4 years Vacation to be earned at rate of 2 weeks per year 0.38 per bi-weekly pay period.
 - 5 14 years Vacation to be earned at rate of 3 weeks per year 0.57 per bi-weekly pay period.
 - 15 19 years Vacation to be earned at rate of 4 weeks per year 0.76 per bi-weekly pay period.
 - 20 years or over Vacation to be earned at rate of 5 weeks per year 0.95 per bi-weekly pay period.

If an employee becomes incapacitated due to illness and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. Medical evidence of such incapacity will be provided by the

employee.

Vacations may not be taken until after 16 weeks of employment. Vacations must be taken during the year earned, or in the following year, or be forfeited. No bargaining unit members will suffer a loss in vacation benefits as a result of this change.

B. Unused Sick Leave - Bonus Vacation Days

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

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

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

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

regular relief provisions prior to authorizing a person to work during their vacation.

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

ARTICLE XXVI -- HOLIDAYS

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

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

 If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday falls on Sunday, Monday shall be observed as the holiday. If the holiday falls within the employees 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.

* Since Building Engineers are assigned to cover their buildings on Martin Luther King's birthday, they are authorized to take one (1) day off without loss of pay.

The Building Engineers' requests for the use of this time must be taken during the Engineers summer vacation period, or other such period, whereby building service is not disrutpted. Time designated must be approved by the Operations of Buildings office.

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

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

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

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

The joint committee's recommendations shall be submitted to the General Superintendent for approval no later than 90 days after Board approval of this Agreement. The General Superintendent or his designee shall act upon the recommendation without undue delay.

Each year a fund in the amount of \$1,000 shall be established from which members of the bargaining unit may be reimbursed for approved claims in an amount not to exceed \$100 per bargaining unit member for personal property loss due to theft, burning or willful or malicious damage. Personal property is defined as anything normally worn or carried into the building by the member of the bargaining unit, but shall not include cash. Personal property shall also include tools, provided the tools for which claim is made are on the approved

list of tools and inventory list referred to in sub-paragraphs 1 and 2 above. All claims shall be submitted promptly and shall be considered at the close of the fiscal year. A determination shall be made regarding the amount to be paid on each claim. In making a determination, the extent to which the claimant is entitled to be reimbursed from other sources for said loss shall be considered. In the event that the total approved claims exceed \$1,000, the affected bargaining unit members shall be reimbursed on a pro-rated basis.

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

Effective January 1, 1984, the fund shall be increased from the previous \$1,000 to \$3,000 for members in the bargaining unit.

Members may be reimbursed for approved claims in the amount not to exceed \$100, except for tools. The maximum reimbursement for tools shall be \$200 per bargaining unit member.

ARTICLE XXVIII -- JURY DUTY

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

ARTICLE XXIX -- VISITATION

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

ARTICLE XXX -- DELIVERY OF MATERIALS

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

ARTICLE XXXI -- HEALTH AND SAFETY

The Board of Education recognizes its responsibility to provide a safe and healthful workplace.

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

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

Any grievance arising under this Article may be processed directly to Step 4 of the Grievance Procedure.

ARTICLE XXXII -- JOINT SAFETY COMMITTEE

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

ARTICLE XXXIII -- TOOL AND MILEAGE ALLOWANCE

Section 1 - Emergency Relief Engineers - Mileage

When an employee is called to report to other than his normal work location, he shall be paid mileage from his home to the job location to the extent that such mileage exceeds the number of miles from home to the shop to which the employee is regularly assigned. This provision shall not apply after said employee has been assigned to the same job location for a period exceeding two (2) days.

Section 2

Effective October 1, 1980, Emergency Relief Engineers shall receive a \$25 monthly tool and equipment carrying allowance provided their car and tools are available on a continuous basis. In case of vacation, sick leave and other absences, the employees shall receive a pro-rated amount of the \$25, based upon the

actual number of days such tools and equipment were carried for the Board of Education.

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

The mileage rate is \$.21 per mile for a maximum of 600 miles per calendar month per employee.

Effective March 1, 1992, the Board will reimburse those employees approved for mileage at a rate of 27.5 cents per mile.

On request of the bargaining units or Board representatives, the parties will meet on or after July 1, 1994 to review the standard mileage rate for the Internal Revenue Service and rates paid by surrounding school districts in the tri-county area. A determination will then be made regarding the modification of reimbursement for mileage.

The current cap of 600 miles shall be increased to 700 miles per month.

Section 3

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

ARTICLE XXXIV -- LICENSES

Section 1

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

by a lesser seniority member who does possess the required refrigeration license.

Section 2 - License Exam

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

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

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

ARTICLE XXXV -- PROVISIONS FOR SECOND CLASS RELIEF ENGINEER

To be eligible for the positions, applicants must possess valid, second-class steam and third-class refrigeration licenses issued by the City of Detroit and must have had at least one year's experience as a second stationary engineer in the Detroit Public Schools. Employees selected will be assigned to replace absent employees in second stationary, third stationary, class "D" engineer or boiler operator positions or to perform maintenance duties. Payment shall be at the rate of second stationary engineer-shift.

ARTICLE XXXVI -- BOILER OPERATORS

The policy of utilizing boiler operators in preventative

maintenance and other bargaining unit work during the summer months shall not be discontinued without prior notice to and consultation with the Union.

ARTICLE XXXVII -- SPECIAL WAGE ADJUSTMENT - CHIEF ENGINEER Central and Northwestern High Schools:

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

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

Special Wage Adjustment and Re-assignments:

- A. Agree to three (3) administrative positions (NISP) in Operations of Buildings, taking place of Class A Engineer positions. Three (3) Class A positions transferred to Lab to perform maintenance, free of relief responsibility, as earlier proposed by the Union as a major need. (See Letter of Agreement in Appendix.)
- B. Effective October, 1987, Northwestern special overtime no longer required with consolidation of buildings from 5 to 1.

ARTICLE XXXVIII -- DISCIPLINARY ACTION

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

All record of disciplinary action may be removed, upon request, after three (3) years.

ARTICLE XXXIX -- COMMUNITY USE RATES

Section 1

The Board will determine, at its discretion, whether the services of bargaining unit members are required where community use of schools is being made after regular school hours. In the event the Board concludes such services are to be rendered, such bargaining unit members so working will be paid in the following manner: All engineering classifications will be paid at the rate of time and one-half (1-1/2) pay based upon one-half (1/2) the difference between the regular rates paid to First Stationary Engineer and Class "C" Engineer. Members in the Boiler Operator classification will be paid at the rate of time and one-half

(1-1/2) the regular rate for the classification.

Section 2

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

Section 3

All cancellations of permits require a minimum of twenty-four (24) hours advance notification.

Section 4

Any community use permits or additions thereto issued on or after January 1, 1981, will be subject to the terms above.

A committee shall be established to update procedures regarding cancellation with an intent to implement no later than March 15, 1981.

Section 5

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

ARTICLE XL -- 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 do

ing 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 the 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 XLI -- UNION RATIFICATION AND BOARD OF EDUCATION APPROVAL

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

ARTICLE XLII -- TERMINATION, CHANGE OR AMENDMENT

This Agreement shall become effective on October 1, 1994 and remain in full force and effect until 11:59 p.m. September 30, 1997. 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:

Dieg Sponowski Jennew S. Tudeau

DATED: 5/10/95

Approved and adopted by action of the Board of Education on December 13, 1994.

Bu.

OBERT M. BOYCE, PRESIDENT

BOARD OF EDUCATION

ATHLEEN SMITH, SECRETARY

BOARD OF EDUCATION

DETROIT PUBLIC SCHOOLS 1994-95 Salary Schedule E Operating Engineers Group 1 - Heat Plant Classifications

+3% Rates Effective 10/1/94

				Daily R	lates	Biweekl	Rates	Annua	al Rates
	Pay Class Code	Position Code	Description Regular Classifications:	First 12 Yrs.	After 12 Yrs.	First 12 Yrs.	After 12 Yrs.	First 12 Yrs.	After 12 Yrs.
	Engineers (5: 3690 D	2 Weeks) 214	Class A	\$202.0328	\$202.9917	\$2,020.33	\$2,029.92	\$52,673	\$52,923
	3700 D	215	Class B	192.2121	193.1710	1,922.12	1,931.71	50,112	50,362
	3710 D	216	Class C	183.0376	183.9965	1,830.38	1,839.97	47,720	47,970
	3720 D	217	Class D	150.9913	151.9502	1,509.91	1,519.50	39,366	39,616
	3740 D	486	Emergency Relief (PPM)	197.1224	198.0813	1,971.22	1,980.81	51,393	51,643
	3770 D	206	Stationary, First	174.1215	175.0804	1,741.22	1,750.80	45,396	45,646
	3750 D	006	Stationary, First-Acting	165.8516	166.8105	1,658.52	1,668.11	43,240	43,490
	3780 D	207	Stationary, Second	157.4521	158.4110	1,574.52	1,584.11	41,050	41,300
	6320 D	238	Stationary, Second-Shift	158.0281	158.9870	1,580.28	1,589.87	41,200	41,450
*	3790 D	017	Stationary, Third	144.9180	145.8769	1,449.18	1,458.77	37,782	38.032
	6330 D	239	Stationary, Third-Shift	145.4940	146.4529	1,454.94	1,464.53	37,932	38,182
	Boiler Operation 3270 D (3)	tors (52 Week 127	Boiler Operator	131.9960	132.9549	1,319.96	1,329.55	34,413	34,663
	3260 D	487	Boiler Operator, Emergency Relief ((PPM)	133,4299	134.3888	1,334.30	1,343.89	34,787	35,037
	3280 D	128	Boiler Operator, Senior	133.0299	133.9888	1,330.30	1,339.89	34,683	34,933

DETROIT PUBLIC SCHOOLS 1994-95 Salary Schedule E Operating Engineers Group 1 - Heat Plant Classifications (Continued)

		0	*	Daily	Rates	Rates Effective Biweekly		Annual	Rates
Pay Class	Position	Description		First	After	First	After	First	After
Code	Code	Regular Classifications:		12 Yrs.	12 Yrs.	12 Yrs.	12 Yrs.	12 Yrs.	12 Yrs.
Apprentices	and Trainees								
4620 D	237	Apprentice Stat. Engineer							
4020 D	231	Step 1 Start		\$83.6360		\$836.36		\$21,805	
		2 After 6 months		90.4752		904.75		23,588	
		3 After 12 months		97.6440		976.44		25,457	
		4 After 18 months	3.0	104.5656		1,045.66	-	27,262	
		5 After 24 months		111.4872		1,114.87		29,066	
		6 After 30 months		118.4912		1,184.91		30,892	
		7 After 36 months		125.4952		1,254.95		32,718	
		8 After 42 months	25	132.4168		1,324.17		34,523	
4600 D	219	Trainee, Stat. Engineer		122.1425		1,221.43		31,844	
3800 D	224	Trainee, Stat. Eng1st Asst. Temp.				See Stationary E	ingineer, First		
3810 D	227	Trainee, Stat. Eng2nd Asst. Temp.				See Stationary E	Ingineer, Secon	nd	

DETROIT PUBLIC SCHOOLS
1994-95 Salary Schedule E
Operating Engineers
Group 1 - Heat Plant Classifications
(Continued)

Notes

- (1) Employees new to the Apprentice Stationary Engineer classification begin at the minimum rate.
- (2) Shift Differential: \$.072 Hourly; \$5.76 Biweekly; \$150 Annually over regular classification rates (First 12 Year Rates).
- (3) Emergency Relief Boiler Operator: Rate is equivalent to \$.05 per hour over the rate for Senior Boiler Operator (First 12 Year Rates).
- (4) Emergency Relief Engineer: The First 12 Year Rate differential is one-half the differential between Class B and Class A rates added to the Class B rate.

After 12 Year Rates: \$.1199 Hourly; \$.9589 Daily; \$9.59 Biweekly; \$250 Annually over the First 12 Year Rates.

Shift Differential - Afternoons (Pay Class Code 8560, Position Code 488) \$.25 Hourly; Midnight/relief (Pay Class Code 8690, Position Code 489) \$.40 Hourly above the regular rate for actual time worked.

DETROIT PUBLIC SCHOOLS 1994-95 Salary Schedule E Operating Engineers Group 1 - Heat Plant Classifications (Continued)

					Rates Effective	10/1/94	
Pay C	lass	Position	Description	First 12	Years	After 1	2 Years
Cod		Code	Alternate Classifications:	Hourly	Daily	Hourly	Daily
8290	H	215	Engineer, Class B Alternate Position	\$24.0265	s	\$24.1464	
8300	н	. 216	Engineer, Class C Alternate Position	22.8797		22.9996	
8320	H	206	Engineer, Stationary, 1st Alternate Position	21.7651		21.8850	
8330	H	207	Engineer, Stationary, 2nd Alternate Position	19.6815		19.8014	
9230	D	127	Boiler Operator, ES	· :	131.9960		
9210	D	206	Engineer, Stationary, 1st - ES	-11-	174.1215	S-122	
9200	D	207	Engineer, Stationary, 2nd - ES		157.4521		
9250	D	017	Engineer, Stationary, 3rd - ES	1	144.9180		

DETROIT PUBLIC SCHOOLS 1994-95 Salary Schedule E Operating Engineers Rates Which Do Not Require Personnel Action Assignments

Rates Effective 10/1/94

	Weel	Sundays & Holidays		
Community Use of Schools	Hourly	Minimum	Hourly	Minimum
Represented Classifications:				
Boiler Operator (Class VII)	\$23.5705	\$70.7115	\$23.5705	\$106.0672
Non-Represented Classification:				
Engineers and A.V. Technicians Class I	, 31.8890	95.6670	31.8890	143.5005

Note

The above Community Use rates per contractual agreement will now be calculated as a straight percentage increase.

The formula for calculating minimum week days, Saturday PM, Sunday and Holidays is as follows:

The week day minimum rate is 3 times the Community Use hourly rate. The Saturday PM, Sunday and Holiday minimum rate is 4.5 times the Community Use hourly rate.

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APPENDIX B

LETTER OF AGREEMENT

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

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

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

BOARD OF EDUCATION DETROIT PUBLIC SCHOOLS INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547, AFL-CIO

85

LETTER OF UNDERSTANDING BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS AND THE BOARD OF EDUCATION

VACATIONS

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

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

BOARD OF EDUCATION:	INTERNATIONAL UNION OF OPERATING ENGINEERS:
Cla Chillians	Rys Sollowski
DATED:	

LETTER OF UNDERSTANDING

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

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

- Weekend building responsibility will continue in accordance with the provisions of the collective bargaining agreement except as modified below. As buildings become operational under the centralized monitoring system, subject to the review of the committee below, the building engineer will be relieved of building responsibility during the non-occupied times.
- 2. The parties agree to create a committee to review and recommend proposals on Energy Management, Technological Change and Issues of Building Responsibility.

The functions of the committee shall include:

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

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

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

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

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

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

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

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

BOARD OF EDUCATION:

INTERNATIONAL UNION OF OPERATING ENGINEERS:

88

LETTER OF UNDERSTANDING

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

FOR THE BOARD:	FOR THE UNION:
Cle Chille	Mys Salloy
De Inshulate	Dreg Sponowski
NAA	Jamper J. Truleau
DATED:	V

LETTER OF AGREEMENT

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

FOR THE BOARD:	FOR THE UNION:
Ille C. Wellet	Pip Selling
Den J. mahulah	Dreg Dronowski
	Jimper J. Muleau
DATED:	

LETTER OF AGREEMENT

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

- -- Three (3) "A" positions consisting of one (1) "A" Engineer coordinating the work in each section, consisting of Boiler Section, HVAC Section and Mechanical Section, Void of Relief.
- -- Six (6) "B+" positions, Void of Relief assignments to provide continuity to each section. A minimum of two (2) "B+" Engineers Void of Relief in each section.
- -- Ten (10) "B+" Relief Engineers to provide relief capabilities and augment each repair section as work load necessitates and time permits. The parties are committed to cross-training in each section on a rotating basis.
- -- Nineteen (19) positions total.

The selection process shall include the following steps:

- -- Three (3) "A" Engineer positions shall be filled according to recognized Contract procedure. (Internal transfers first, then open to other employees.)
- -- Six (6) "B+" Engineers positions Void of Relief shall be filled by personnel currently assigned to the Engineering Labor as B+ Relief Engineers on the basis of classification seniority.
- -- Ten (10) "B+" Emergency Relief positions shall be filled in accordance with the Contract.

Should a vacancy occur in any of the six (6) "B+" Engineer positions Void of Relief, the remaining "B+" Engineers Void of Relief shall hae the opportunity to transfer laterally into the open vacancy based on classification seniority.

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

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

employees have been exhausted.

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

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

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

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

Direct supervision and/or direction of Heating Plant employees will continue to be provided by the "the office of School Housing through the Physical Plant Management Department, and the Operation of Buildings Section." (Article XVII)

ELIGENE MCCLOUD

Operations of Buildings
Detroit Public Schools

PHILIP SCHLOOP
Business Manager

I.U.O.E. Local 547

CHARLES L. WELLS III

Executive Director

Office of Labor Affairs Detroit Public Schools

APPENDIX

OPERATING ENGINEER WORK

ACTUATOR PNEU:

Calibrate, replace parts, replace entire unit.

CONTROLS AND BUILDING SERVICE AIR COMPRESSORS:

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

AIR HANDLERS: SUPPLY AND RETURN AIR FANS

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

MIXING BOXES:

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

BOILERS:

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

PROCESS BOILERS:

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

CABINET HEATERS:

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

A/C UNITS (ABSOR., CENT., RECIP., WINDOW):

A. CHILLERS ABSORBERS (MAINTENANCE)

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

B. CHILLERS ABSORBER MACHINE (SOLUTION DESOLIDIFICATION)

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

C. CHILLER ABSORBERS MACHINE (VACUUM MAINTENANCE REPAIR)

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

D. CHILLER RECIP.

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

E. WINDOW UNITS

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

BOOSTER COILS:

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

BUILDING CONTROLS AND ROOM STATS:

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

COOLING TOWERS:

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

DAMPERS:

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

FIRE ALARM SYSTEMS:

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

FIRE PUMPS:

Maintain line PSI, lube, test.

EXHAUST (HOOD, TOILET, ETC.) FANS:

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

EMERGENCY GENERATOR:

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

GREASE TRAPS:

Clean when necessary.

HEAT EXCHANGERS:

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

FAUCETS, DRINKING FOUNTAINS, SINKS:

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

HEATER (UNIT HEATER):

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

PRV'S:

Calibrate, change diaphrams, change control components.

PUMPS (HEAT, SUMP CONDENSER, ETC.):

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

RADIATORS:

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

REFRIGERATION SYSTEM:

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

ROOF TOP UNITS:

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

WATER COOLED (INTER AND AFTER COOLERS)

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

ELEVATORS:

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

HYDRO (HOLDING) TANKS:

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

TOILETS/URINALS:

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

PLUMBING/FITTINGS:

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

ELECTRICAL:

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

TIME CLOCKS:

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

KITCHENS:

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

LAUNDRY:

Repair, maintain washer, dryer, extractors, controls.

LOCKS AND DOOR HARDWARE:

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

GLASS:

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

TECH CENTER, ART, SCIENCE, VOCATIONAL EDUCATION:

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

LAWN EQUIPMENT:

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

LOCKERS:

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

WINDOW SHADES:

Measure, order, hang.

BUILDING PRINTS AND EQUIPMENT MANUALS:

Maintain.

LIGHTS:

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

Sloped floors by Trades with specialty Safety Committee.

PIPE COVERING:

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

Fiberglass - routine repairs.

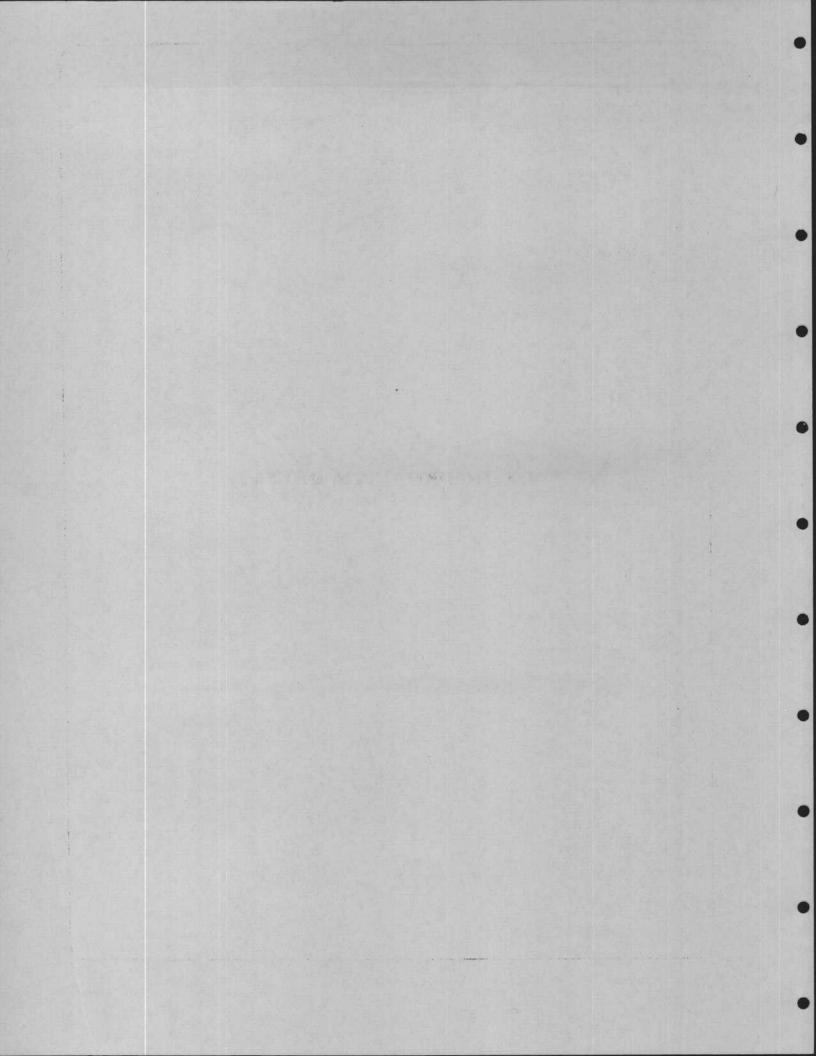
CEILING TILES:

- -- Suspended ceiling tiles replace tiles as needed.
- -- Minor replacements on adhesive hung tiles only.

FLOOR TILES:

Minor repairs only where materials made available.

FOR INFORMATION ONLY ...



HOW TO CONTACT YOUR UNION STEWARD AT THE DETROIT BOARD OF EDUCATION

Steward's responsibilities are broken down by area of the city, and their work phone numbers are listed below.

NORTHWEST

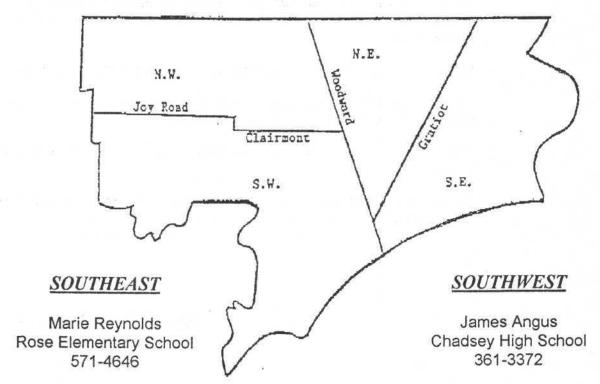
NORTHEAST

Robert L. Jones Local 547 Union Hall 532-2022

Lewis Moeller Kettering High School 579-5345

CITYWIDE

Robert Goodrich Wilkins School 521-4600



OTHER NUMBERS YOU MAY NEED

PRESIDENT

Michael Krasinski Henry Ford High School

VICE-PRESIDENT

Mark Kenward Engineering Lab 494-1848

APPRENTICE SECT.

Earl Booza Osborne School 839-5833

Local 547 Union Hall 24270 West Seven Mile Road 532-2022

8:00a.m. to 5:00p.m. Monday - Friday

Local 547 Education Center

24270 West Seven Mile Road 532-5345 9:00a.m. to 5:45p.m. Monday - Thursday

9:00a.m. to 4:45p.m. Friday

SUBJECT: Fersonal Property (Tools)

FROM : Fred W. Vickers, Superintendent, Operation of Buildings

TO : Engineers and Boiler Operators assigned to Physical Plant Management

DATE : March 9, 1979

To implement Article 22 of the agreement between the Board of Education and Local 547, dated October 1, 1977 to September 30, 1980, the following is required of Physical Plant Management Engineers and Boiler Operators:

An inventory of all personal tools carried must be on file in the Operation of Buildings office to comply with the requirements for replacement of tools by the Board of Education.

NOTE: A copy of inventory should also be filed with Local 547.

Only tools on the approved list of tools for P.P.M. employees will be covered for replacement if stolen.

The attached list of approved tools applies only to P.P.M. employees.

NOTE: A police report and a Thefts and Damage Report (Form 446) must be filed with any claim.

FWV/vw

Fred W. Vich

APPROVED LIST OF TOOLS FOR P.P.M. EMPLOYEES

Set of 1/4" Drive sockets and accessories Set of 3/8" Drive sockets and accessories Set of 1/2" Drive sockets and accessories Set of 3/4" Drive sockets and accessories Set of Offset box wrenches, assorted sizes Set of Box Open-End wrenches, assorted sizes Set of Open-End wrenches, assorted sizes Set of N. C. Thread chasing taps Set of N. F. Thread chasing taps Set of N. C. die nuts Set of N. F. Die nuts Set of Long Allen wrenches Set of regular Allen wrenches Set of Easy outs Set of regular screwdrivers Set of Phillips screwdrivers Offset Phillips screwdriver Offset regular screwdriver Screwholding screwdriver Set of hole punches, gasket Set of Taps and dies and assorted accessories Set of Pipe taps and dies, 1/8" through 1 & 1/4" Set of Drill bits, 1/16" through 5/8" Set of Masonry Drill bits, 3/16" through 3/4" 3/8" Heavy duty, low R.P.M. drill motor Facksay Small brass bar Large brass bar 1 & 1/2 lb. Machinist's hammer 3 1b. Machinist's hammer 1 lb. brass hammer 3 lb. brass hammer 1 & 1/2 ton hydraulic jack 12 ft. metal tape Tubing cutter, max. 1/2" Set of Punches, assorted sizes Set of Drifts, assorted sizes Set of Cold chisels, assorted sizes Diamond point chisel Cape chisel Center punch Scratch awl Assorted flat files Assorted half round files Assorted round files Machinist square 1" Micrometer 2" Micrometer 3" Micrometer Dividers

Inside calipers Putside calibers Vernier calipers 6" Machinist shaft level Set of Bearing scrapers Combination 2 jaw, 3 jaw puller (medium size) Rope falls, 1/2" rope, 100 ft. Pliers, short nose Pliers, long nose Pliers, side cutting (electrical) Pliers, adjustable groove (channel lock) Pliers, stripping and crimping (electrical) Pliers, snap ring (small) Pliers, snap ring (large) Duckbill tin snips Fuse puller Voltage tester Amp probe Tool box Refrigeration tools, used in conjunction with tools specified for P.P.M. Service wrenches (list sizes) Tube crimper Flaring tool Swedge 1" Tube cutter Mini tube cutter 1/2" Wire tube cleaner 3/8" Wire tube cleaner Gauge and hose assy. Fast charge assy. Valve core remover Pocket thermometers Foot long Allen wrenches - No. and size Diagonal pliers Phillips holding screwdriver Set of nut drivers Inspection mirror Flashlight

Electrician's folding knife

HIGH SCHOOL TOOL LIST

	STOCK NUMBER	DESCRIPTION	INITIAL
Y.	78690	Puller Hoist 2000 LB - Come-A-Long	
	16104	Paint Tank 2 1/2 Gallons	
e e	15516	Paint Sprayer - Airless - Holds 5 Gal/ 25 FT Hose	-
	16167	1/4 Air Hose	
	16184	3/8 Hose	-
ř	71-HT-79510	High Pressure Washer - 1 1/2 HP For Condensers and Coils	\$
:55	20012	Portable Welding Outfit	13
	20014	Wheel Kit	5.
ř.	27105	Roraty Hammer Drill	
	27122	Electric Heavy Duty Saw Kit	
	2761	7 1/4" Circular Saw	
()	2179	Vacuum Pump	-
	9HT54047	Heavy Duty Soldering Gun	
	IE621C	Refrig. Manifolds & Hoses	
67.	9HT38199	Power Hammer 3/4" Hammer Drill	
	27037	Grinding Wheel 1-HP 8"	
	52137	Rachet Threader	

SIGNATURE

STOCK NUMBER	DESCRIPTION 42 PC 1/4-1/2" & 3/8" Drive 36 Sockets - 6 Drive Tools	INITIAL
44664	Adjustable Wrench: 6"-8"-10" (Set)	
45352	Locking Plier	
65676	Bolt Cutter	
52137	Enclosed Rachet Threader (Set) 1/2-3/4"	
IE195FC	Flaring & Sweding Took Kit	
52352	Tap & Dies Set (41 PC)	-
40181	Vernier Caliper 1-in/Metric	**************************************
45157	Tool Pouch	
39455	Tape Measures - 25 ft - 1" Blade	-
46284	Hex Key Set (Allen Wrenches) - 5/64" - 1/4"	
4285	5PC Punch & Caisel Set	
49661	Comb Wrench Set 17 PC - 1 1/4 - 1 - 1/4	
4452	Open End Wrench Set 9 PC - 1/4 - 1 1/8"	
42775	Snips Offset Aviation Left Hand	
42776	Snips Offset Aviation Right Hand	-
45462	Duckbill Snips 12"	
45381	ARC Joint 9-1/2	
45285	4 PC Plier Set	
51651	Pipe Wrench 10"	

SIGNATURE

SCHOOL	ENGINEER	NAME

51652	Pipe Wrench 14"	
51653	Pipe Wrench 18"	
30844	Pipe Wrench 24"	
41083	Screw Driver Set - 21 PC	
GH226T	Tickness Gauge	
65981	Wrecking Bar 3/4X30"	
3559	Hacksaw	-
36236	Hand Saw	W
51871	Bench Vise Heavy Duty - 5 1/2" Opens to 6"	X 511
82418	Multi Tester - Continuity Tester	
27104	3/8" Drill Motor 2/5 HP	
52315	5 pc Extractor Set for screws - Studs	
53316	5 PC Spiral	
67347	Masonary Bits 7 PC - 3/16" - 3/4"	
6809	Drill Bit Set 15 PC	
74747	2-IN-1 Pop Riverter	
74527	Rivets 1/8 Steel	1
74521	Rivets 1/8 Aluminum	len i
		11 mm - 14 mm

Y 3 (2)

SIGNATURE

IN THE REFRIGERATION SCHOOLS, THE FOLLOWING LIST IS THE AGREED UPON LICENSE REQUIREMENT FOR EACH BUILDING, PER THE MAY 14, 1991 STAFFING COMMITTEE AGREEMENT.

	175
School Name	Engineer Type
AREA A&D OFFICE B.O. DAVIS VOC/TECH B.O. DAVIS VOC/TECH BARTON BEAUBIEN MIDDLE BIRNEY	n FNC 3DD DFFC
B O DAUTE VOCATECH	ADD ENG ADD DEEC
B.O. DAVIS VOC/TECH	D FNC 1CM DEEC
BADMON	B ENG 1ST REFG
DAKION	B ENG IST REFG
BEAUBIEN MIDDLE	B ENG IST REFE
BIRNEY	B ENG 1ST REFG
BIRNEY BOYNTON BREITHAUPT VOC/TECH BREITHAUPT VOC/TECH BREITHAUPT VOC/TECH BREITHAUPT VOC/TECH BREITHAUPT VOC/TECH BUNCHE	B ENG 1ST REFG
BREITHAUPT VOC/TECH	1ST ASST 1ST REFG
BREITHAUPT VOC/TECH	2ND ENG 3RD REFG
BREITHAUPT VOC/TECH	3RD ENG 3RD REFG
BREITHAUPT VOC/TECH	3RD ENG 3RD REFG
BREITHAUPT VOC/TECH	B ENG 1ST REFG
BUNCHE	B ENG 3RD REFG
CASS TECH	1ST ASST 1ST REFG
CASS TECH	2ND ENG 3RD REFG
CASS TECH	2ND ENG 3RD REFG
CASS TECH	2ND ENG 3RD REFG
CASS TECH	3RD ENG 3RD REFG
CASS TECH	3RD ENG 3RD REFG
CASS TECH	A ENG 1ST REFG
CERVENY	B ENG 1ST REFG
COOLEY	1ST ASST 1ST REFG
COOLEY	B ENG 1ST REFG B ENG 3RD REFG 1ST ASST 1ST REFG 2ND ENG 3RD REFG 2ND ENG 3RD REFG 3RD ENG 3RD REFG 3RD ENG 3RD REFG 3RD ENG 3RD REFG A ENG 1ST REFG B ENG 1ST REFG 1ST ASST 1ST REFG 2ND ENG 3RD REFG 3RD ENG 3RD REFG 3RD ENG 3RD REFG 3RD ENG 3RD REFG
COOLEY	2ND ENG 3RD REFG 3RD ENG 3RD REFG G.F 3RD ENG 3RD REFG A ENG 1ST REFG B ENG 1ST REFG C ENG 3RD REFG 2ND ENG 1ST REFG
COOLEY	3RD ENG 3RD REFG
COOLEY	A ENG 1ST REFG
DREW	B ENG 1ST REFG
EASTSIDE BUS	C ENG 3RD REFG
EDMONSON-POE (DEAF) FARWELL MIDDLE (VANZILE)	B ENG 1ST REFG
FARWELL MIDDLE (VANZILE)	3RD ENG 3RD REFG
FARWELL MIDDLE (VANZILE)	3RD ENG 3RD REFG
FARWELL MIDDLE (VANZILE)	B ENG 1ST REFG
FINNEY	1ST ASST 1ST REFG
FINNEY	2ND ENG 3RD REFG
FINNEY	3RD ENG 3RD REFG G.F
FINNEY	3RD ENG 3RD REFG
FINNEY	3RD ENG 3RD REFG
FINNEY	A ENG 1ST REFG
GOLIGHTLY VOC/TECH	1ST ASST 1ST REFG
GOLIGHTLY VOC/TECH	2ND ENG 1ST REFG
GOLIGHTLY VOC/TECH	3RD ENG 3RD REFG
GOLIGHTLY VOC/TECH	3RD ENG 3RD REFG
GOLIGHTLY VOC/TECH	3RD ENG 3RD REFG
GOLIGHTLY VOC/TECH	3RD ENG 3RD REFG
GOLIGHTLY VOC/TECH	B ENG 1ST REFG
donightni voc/tech	D ENG 131 REFG

	School Name	Engineer Type	
	GOODALE (C)	B ENG 3RD REFG	
,	GREENFIELD UNION	B ENG 3RD REFG	
	HAMPTON	B ENG 3RD REFG	
	KETTERING	1ST ASST 1ST REFG	
	KETTERING	2ND ENG 3RD REFG	
	KETTERING	3RD ENG 3RD REFG	
	KETTERING	3RD ENG 3RD REFG	
,	KETTERING	A ENG 1ST REFG	
	KING JR.	C ENG 3RD REFG	
	KING M.L.	1ST ASST 1ST REFG	
	KING M.L.	2ND ENG 3RD REFG	
	KING M.L.	A ENG 1ST REFG	
		D ENG 3RD REFG G.F.	
ě	LONGFELLOW MIDDLE (C)	3RD ENG 3RD REFG	
	LONGFELLOW MIDDLE (C)	B ENG 1ST REFG G.F.	
	LYNCH	C ENG 3RD REFG	
	MAC KENZIE	1ST ASST 1ST REFG	
	MAC KENZIE	2ND ENG 3RD REFG	
	MAC KENZIE	3RD ENG 3RD REFG G.F	
4	MAC KENZIE	A ENG 1ST REFG	
	MAYBURY	C ENG 3RD REFG	
	MC MICHAEL	B ENG 1ST REFG	
	MURRAY-WRIGHT	1ST ASST 1ST REFG	
	MURRAY-WRIGHT	2ND ENG 3RD REFG G.F	
	MURRAY-WRIGHT	3RD ENG 3RD REFG	+
	MURRAY-WRIGHT	3RD ENG 3RD REFG	4
	MURRAY-WRIGHT	** ****	
	NORTHERN	1ST ASST 1ST REFG	
	NORTHERN		
	NORTHERN	3RD ENG 3RD REFG	*
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	NORTHERN	3RD ENG 3RD REFG	(*)
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	NORTHWESTERN		
	NORTHWESTERN	2ND ENG 1ST REFG	•
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	PATROL RTE. 1	2 2110 202 11210	•
	PATROL RTE. 2	- 21.0 202 1020	•
)	PATROL RTE. 3		•
	PATROL RTE. 4		•
	PATROL RTE. 5		•
	PATROL RTE. 6	D DIG IDI KDIG	•
	PATROL RTE. 7	B ENG 1ST REFG G.F.	•

School Name	Engineer Type
PELHAM PERSHING PERSHING PERSHING PERSHING PERSHING RANDOLPH VOC/TECH RANDOLPH VOC/TECH RANDOLPH VOC/TECH	B ENG 1ST REFG 1ST ASST 1ST REFG 2ND ENG 3RD REFG 3RD ENG 3RD REFG A ENG 1ST REFG 1ST ASST 1ST REFG 3RD ENG 3RD REFG B ENG 1ST REFG B ENG 1ST REFG ASST 1ST REFG 2ND ENG 1ST REFG 2ND ENG 1ST REFG 3RD ENG 3RD REFG A ENG 1ST REFG
RENAISSANCE	3RD ENG 3RD REFG
RENAISSANCE	B ENG 1ST REFG
ROBINSON, REMUS	B ENG 1ST REFG
ROSE	C ENG 1ST REFG
S.C.B.	A ENG 1ST REFG
S.C.B.	2ND ENG 3RD REFG
S.C.B.	3RD ENG 3RD REFG
SHERRARD MIDDLE SHOP BLRS.	B ENG 1ST REFG
SHOP BLRS.	A ENG 1ST REFG A ENG 1ST REFG
SHOP HVAC	A ENG 1ST REFG
SHOP MECH	A ENG 1ST REFG
SHOP BLRS.	B ENG 1ST REFG
SHOP BLRS.	B ENG 1ST REFG
SHOP BLRS.	B ENG 1ST REFG
SHOP BLRS.	B ENG 1ST REFG
SHOP HVAC	B ENG 1ST REFG
SHOP HVAC	B ENG 1ST REFG
SHOP HVAC	B ENG 1ST REFG
SHOP HVAC	B ENG 1ST REFG
SHOP MECH	B ENG 1ST REFG
SHOP MECH	B ENG 1ST REFG B ENG 1ST REFG
SHOP MECH	B ENG 1ST REFG
SHOP MECH	B ENG 1ST REFG
SHOP MECH	B ENG 1ST REFG
SHOP BLRS.	2ND ENG 3RD REFG
SHOP HVAC	2ND ENG 3RD REFC
SHOP MECH	2ND ENG 3RD REFG
SHOP MECH	2ND ENG 3RD REFG
SOUTHWESTERN	1ST ASST 1ST REFG
SOUTHWESTERN	2ND ENG 3RD REFG
SOUTHWESTERN	2ND ENG 3RD REFG
SOUTHWESTERN	3RD ENG 3RD REFG

	School Name	Engineer Type	the land
			* 201 / 3.0
	SOUTHWESTERN	A ENG 1ST REFG	544 F19 F1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	SPAIN (CROCKETT)	1ST ASST 1ST REFG	
,	SPAIN (CROCKETT)	2ND ENG 3RD REFG	
	SPAIN (CROCKETT)	2ND ENG 3RD REFG	
	SPAIN (CROCKETT)	3RD ENG 3RD REFG	
	SPAIN (CROCKETT)	A ENG 1ST REFG	
	STEWART	C ENG 1ST REFG	
	THIRKELL	B ENG 3RD	
,	TROMBLEY (C)	B ENG 3RD REFG	
	VETAL (C)	B ENG 3RD REFG	
	WASHINGTON CAREERS	B ENG 1ST REFG	i i
	WESTERN	1ST ASST 1ST REFG	
	WESTERN	2ND ENG 3RD REFG	
	WESTERN	3RD ENG 3RD REFG	
	WESTERN	3RD ENG 3RD REFG	
	WESTERN	A ENG 1ST REFG	
	WINSHIP	B ENG 3RD REFG	
	WINTERHALTER	B ENG 3RD REFG	
	YOUNG, COLEMAN	C ENG 1ST REFG	

B - A TIME FOR PROBATIONARY REQUIREMENTS

The probationary requirements outlined in the Agreement with I.U.O.E., Local 547 and the Board of Education, Article XII, Sec. 3, Number 3, does not clearly specify the amount of time an individual has to complete the B - A probationary requirements.

In a meeting held on September 28, 1991, the B - A Committee established 6 months to complete the probationary requirements, in which a newly appointed Class A Building Engineer will have to fulfill his/her probationary requirements.

OTHER ITEMS DISCUSSED IN THE MEETING WERE:

- Effective October 2, 1991, all Class B Engineers, newly promoted to Class A Engineers, will have 6 months to complete the probationary requirements, beginning on the date of the appointment.
 - If there are extenuating circumstances, a 6 month extension may be granted, with the approval of the B - A Committee.
- Effective October 2, 1991, all Class A Engineers in the Shop Pool, who transfer to a Class A building, will be required to complete the B - A probationary requirements in the same manner as noted above.
- 3) Failure of the Class A Engineer to complete the certification within the time period specified above, the Engineer will return back to Class B. The book must be completed and accepted by the committee, and a letter of certification from the Superintendent of Heating Plant within the time period specified above.

Cleatis Kendrick, Director Heating Plant and Housekeeping

Philip Schloop. Business Manager

I.U.O!E., Local 547

SUBJECT: E.S.P. PROGRAM FROM: STUART J. NANTAU

SUPERINTENDENT OF OPERATIONS OF BUILDINGS

TO: BUILDING ENGINEERS
DATE: AUGUST 24, 1988

E.S.P. Program will not be in effect during the holidays and emergency school closing. (Veterans Day, Thanksgiving, Christmas Week, February break, Easter Week, or severe weather causing of school closing.)

- Chief Engineer at the E.S.P. school will have the option to use inplant people if deemed necessary during these periods.

- 1. To insure the equalization of overtime the ESP Program will be structured in 3 60 day time blocks with a maximum of 200 hours and is established for all licensed First Class Engineers participating in the Emergency Staffing Plan. The current up-to-date seniority list shall be used for staffing purposes. Note: Refusal shall constitute a charge of 200 hours, and all refrigeration requirements will be met.
- 2. The Chief Engineer at the Plant where an afternoon 1st Assistant vacancy occurs will receive a minimum of one hour of overtime at their regular overtime rate for waiting time and may work any/all heating season overtime regularly worked by vacant position or any overtime when a scheduled ESP Engineer is unable to work.
- 3. A two week schedule will be submitted to the Chief Engineers by the ESP Engineers. If any changes in days are necessary between the ESP Engineers and it is <u>mutually agreeable</u> between said individuals, the ESP Engineers <u>will be</u> allowed to alter scheduled days within the 2 week period if 24 hour notice is given to the Chief Engineer. If an agreement cannot be reached between participating Engineers the Chief Engineer will have the option of resolving the situation.
- 4. It is understood that the allotted time block at each ESP Building is solely for the 2 assigned ESP Engineers. If the event of a no show or illness by the scheduled ESP Engineer the Chief Engineer has the first option of working the vacant ESP shift. If the Chief Engineer is unable to work, the alternate ESP Engineer has 2nd option to fill the vacancy at his ESP Building. Note: Shifts not filled by the above persons will be filled by the Operations Department from the overtime list.
- 5. After 4:00 p.m. shifts will have starting times on half hour increments.
- 6. In the event of an individual unable to fulfill his ESP obligation, the Operations of Buildings Department will assign the next available Engineer from the Seniority List. Note: The person unable to complete ESP assignments will be charged with 200 hours.

- Two weeks notice shall be given to ESP Engineers by Operations Department when assigning shifts. In the event this is not possible, the Engineer may refuse and not be charged with 200 hours and remain in contention for the next assignment.
- 8. Time sheets will be kept by both the Chief Engineer and ESP Engineer and submitted to Operations on a bi-monthly basis with current total hours. Operations will also be advised when ESP Engineer is approaching the 200 hour maximum.
- 9. If an ESP Engineer is displaced because the vacancy is filled prior to completing their alloted time, said person shall be allowed to complete their alloted time is the next vacancy.

 Note: Engineers who ESP time (hours) is reduced in a 6 or 7 hour building to 3 hours will be allowed to work 2 60 day time frames or a maximum of 200 hours.
- 10. It is expected the each ESP Engineer will assume all duties and responsibilities by the Chief Engineer for that position.

Detroit Public Schools

ELECTION -

Physical Plant Management May 5, 1978

RULES FOR OVERTIME SERVICE PROVIDED BY DETROIT BOARD OF

EDUCATION EMPLOYEES FOR DETROIT ELECTION COMMISSION

ENGINEERS AND CUSTODIANS

- All services performed by Board of Education Employees in connection with election are governed by the agreement with the Election Commission dated April 1, 1957.
- 2. All overtime performed by engineers and custodians will be paid for at their respective hourly overtime rates except as noted in Article 8 herein. This overtime must be in addition to the custodian's and engineer's regular work hours.
- The election day services for engineers in non-shift schools will start at 6:00 A.M.; custodians will open building at 6:00 A.M. in all schools.
- 4. Each individual making out the service report, Form 397, should follow the sample made cut in part below. Please note: Only the actual time shown on the service report is considered in making payment. If set-up and take-down are not listed separately, it will be assumed that they are included with the time indicated on the service report.

(Heating Season - Engineers Report)

Day and		Permit				Tim		k How	rs	
Date		No.		zation		Star	ted	Cor	plete	d
			· · · · · · · · · · · · · · · · · · ·	Set-up						
Mon.	11-4	0000	Elect.Comm.	2 precincts	3:30	P.M.		5:30	p.m.	
Tues.	11-5	0000	Elect.Comm.	overtime	6:00	a.m.		7:30	a.m.	ALSO
Tues.	11-5	0000	Elect.Comm.	overtime Take down	3:30	p.m.	Wed.	2:30	a.m.	FILL
Wed.	11-6	0000	Elect.Comm.	2 precincts	3:30	p.m.		5:30	p.m.	STUB

HAVE AN OFFICIAL OF THE ELECTION COMMISSION COUNTERSIGN HERE

ANY OTHER OVERTIME SERVICE ON THESE DAYS BY THE SAME INDIVIDUAL

MUST APPEAR ON THIS SERVICE REPORT.

- 5. Time Allowance Voting Machines or Booths Set-up and Take-down:
 - a. One hour each for two men per precinct set-up.
 - b. One hour each for two men per precinct take-down.
 - c. In voting machine precincts where more than three machines are assigned, and additional 20 minutes is allowed for set-up, plus 20 minutes for takedown, each for two men, for each machine over the usual three assigned per precinct.

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This includes the clean-up time, the work to be performed by the two men setting up and taking down.

- 6. When heat is required: (October 1 April 30)
 - a. In three-shift high and junior high schools, the custodians will set-up and take-down the machines. The day custodian will report at 6:00 a.m. to open building and raise flag and perform other work as needed by the Election Commission. He will be paid overtime, for time worked prior to regular starting time. The afternoon assistant engineer will be paid overtime as required beyond his regular work hours.
 - b. In elementary schools, and high and junior high school not operating on three shifts but having assistant custodians, the custodian and the assistant custodian will set-up and take-down the machines. In schools where there are no assistant custodians, the engineer and custodian will do the set-up and take-down. The day custodian will report at 6:00 a.m., to open building and raise flag. He will be paid for time worked prior to regular starting time. The engineer will furnish heat in the morning and will be paid for one and a half hours. He will continue on an overtime basis as required after his regular work hours.
- 7. When heat is not required (May 1 September 30)
 - a. A custodian in each school will report at 6:00 a.m., to open building and raise flag and perform other work as needed by the Election Commission. He will be paid for time worked prior to regular starting time.
 - b. In elementary schools and high and junior high schools not operating on three shifts but having assistant custodians, the custodian and the assistant custodian will set-up and take-down machines. In schools not having assistant custodians, the day custodian will work the overtime beyond his regular work hours.
 - c. In three-shift high and junior high schools, the custodians will set-up and take-down machines.
 - d. In elementary schools where there are no assistant custodians, the engineer and custodian will set-up and take-down the machines.
- 8. If during the non-heating season, a custodian for any reason, does not take the election activity in his school, Housekeeping Section office should be notified in advance. Another custodian will be assigned in place of the regular custodian.

NOTE: Engineers and custodians should read these specific instructions carefully.

SERVICE REPORTS SHOULD BE MADE OUT CORRECTLY IN ACCORDANCE WITH INSTRUCTIONS
TO FACILITATE TIME AND PAYROLL PROCESSING.

PPROVED BY:

Norman V/ France

File No. 2182 - 2 -

John D. L'Hote Physical Plant Manager DENDBAYDEN

SUBJECT

PREMIUM TIME FOR OPERATING ENGINEERS

FROM

TO

George Kimbrough, Director, Office of Labor Affairs

Douglas Smith, Finance; Julian Bass, Payroll; John Flynn, Budget

DATE :- June 19, 1984

RECEITO

The following guidelines are provided for the payment 20984 of afternoon and midnight shifts as stated in the PAYROU IN ... RIMENT October 1, 1983 through September 30, 1986 Agreement:

- 1. Effective the first full pay period in October, 1985 wages for those classifications in the Operating Engineers on the afternoon shift shall be increased twentyfive cents (.25) per hour. Wages for the same classifications on the midnight shift shall be increased by forty cents (.40) per hour. Wages for persons assigned to relief shifts shall be increased by forty cents (.40). This differential is to be paid only during the period employees work the mentioned shifts.
- Relief Shift Premium shall be applied to base and paid for all hours worked.
- 3. Afternoon Shift Premium is to be applied to base. The afternoon premium shall be paid to those members for the periods they are assigned to the mentioned shift. If individuals work overtime which extends into the midnight shift their rates are to reflect those rates stated for midnights.
- 4. Midnight Shifts Premium shall be applied to the base. The midnight shift premium shall be continued for such persons when overtime is extended beyond the midnight shift time.
- 5. The affected premium is paid only for the actual hours worked.
- 6. Vacation The premium is applied in cases where the person was assigned to relief, afternoon or midnight shifts the week preceding vacation and subsequent to the vacation period.

7. Overtime

- a. Persons on regular day assignments working overtime on an afternoon shift shall have the afternoon premium applied to their overtime payment.
- b. Persons on regular afternoon assignments working overtime on a midnight shift shall have the midnight premium applied to their overtime payment.
- c. Persons on regular midnight assignments working overtime on a day shift shall continue having the midnight premium applied.

8. Shift Times

- a. Days have starting time of 5 a.m. through 12 noon.
- b. Afternoons 12 noon through 6 p.m.
- c. Nights All other times.

GK: amc

cc: Clement Sutton
John Codwell
James Cook
Cleatis Kendrick

J. Linger J. Flegun Va. Gosnanski



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INTERNATIONAL UNION OF OPERATING ENGINEERS

= LOCAL 547 - 547A - 547B - 547C - 547H

AFFILIATED WITH

American Federation of Labor and Congress of Industrial Organizations
24270 W. Seven Mile Rd. Detroit, Michigan 48219
Telephone (313) 532-2022

To: All Board of Education Engineering Unit Members

From: The Executive Board

Subject: Transfer Policy

Date: September 17, 1987

The following is a synopsis of the current transfer policy between the Board of Education and Local 547, I.U.O.E. (Engineers Unit)

- Transfers will be offered by submitting a Type 1 Transfer Form only.
- 2. The form allows for ten transfer requests by numerical descending order. If your first request is not satisfied, your transfer will remain in effect. All other requests that have a corresponding lower selection number will take priority over your present position. If you want to change or withdraw your transfer request, you must do so in writing prior to the books being closed, or your prior request will be valid and you will be transferred.
- 3. Upon promotion, you may transfer as soon as your probationary period (if any) is satisfied. Your promotion nullifies your previous transfer request. So, if you want to transfer, you must put in a new request.
- 4. If you transfer laterally, you must remain in your new position for a period of one year before you are eligible to transfer again.
- 5. To insure your transfer will be timely for the next move, call Operations of Buildings, Room 502 494-1818 by September 1 and January 1 of each year and ask when the books will be closed for the next move.
- 6. You are responsible for your own transfer requests and updates! Since your transfer request is binding, keep it up to date.

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