

6/30/97

Robert F. ...

A G R E E M E N T

between

THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT OF THE
CITY OF DETROIT, MICHIGAN

and

THE GREATER DETROIT
BUILDING TRADES COUNCIL
AFL-CIO

<JOURNEYPERSONS>

July 1, 1994 -- June 30, 1997

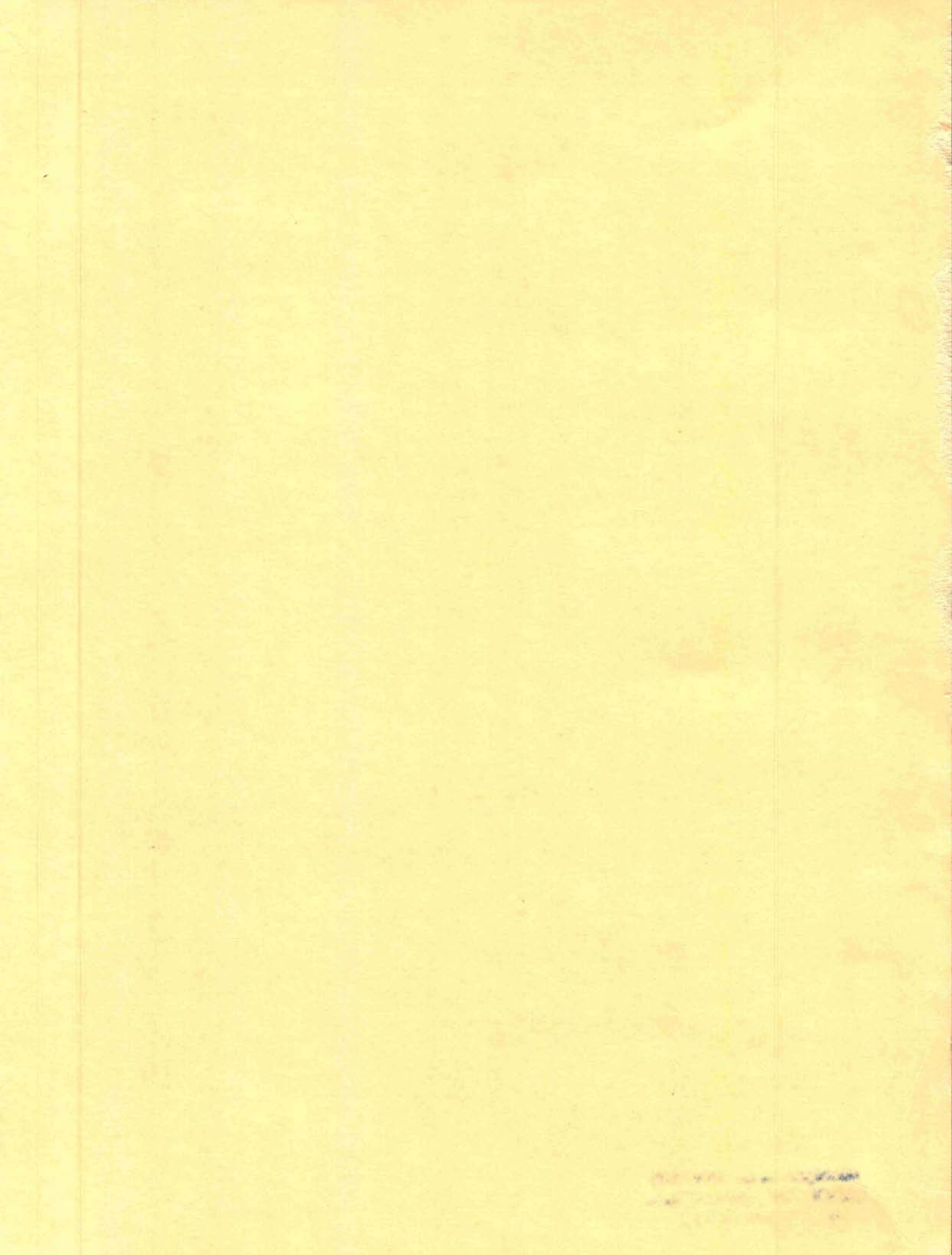


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AGREEMENT

This Agreement is effective the first day of July, 1994 (except as otherwise stated herein/or/in Appendix A, which is attached) by and between the Board of Education of the School District of the City of Detroit (hereinafter referred to as the Board) and the Greater Detroit Building Trades Council (hereinafter referred to as the Council), on behalf of its affiliated local unions (hereinafter referred to as the Union).

ARTICLE I RECOGNITION

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

ARTICLE II -- EMPOWERMENT

The Building Trades Council recognizes that staff support of teaching and learning efforts can best be accomplished by participating leadership and labor-management cooperation at both

central administration and the local school level.

In this regard, the Union agrees to cooperate with site-based programs which will assure maximum choice, success and rewards for students, parents and all employees.

No bargaining unit member will suffer a loss of employment as a result of an action by an empowered school involving purchasing outside services.

ARTICLE III -- RESIDENCY

Effective December 7, 1978, all members new to the bargaining unit must establish and maintain residency within the limits of the City of Detroit as a condition of employment. A member of the journeyman unit, who is promoted into a supervisory unit and without a break in Detroit service, is reclassified to the position of journeyman and will not be considered a member new to the unit for purposes of residency.

ARTICLE IV -- WORKING RULES

- A. The Board and the Council shall develop reasonable working rules pursuant to which all employees in the unit shall perform their assigned functions.
- B. The regular work week is Monday through Friday. Regular work days are Monday, Tuesday, Wednesday, Thursday, and Friday. Regular work hours are 7:30 a.m. to 4:00 p.m. on any of the regular work days; but the Board and each craft unit, by mutual agreement, may establish other regular work hours

consistent with the regular work hours of a particular craft as negotiated by the Council or the craft unit with the contractors of the area.

- C. On days when snow or other emergency conditions result in an announcement that schools will be closed, each tradesperson covered by this Agreement will be expected to report for work if not personally notified to the contrary. All tradespersons shall report to the warehouse at 444 W. Willis.
- D. Any employee who takes off without calling his/her supervisor or the timekeeper, will not be paid for that day, but will be carried as absent without pay.
- E. Because of the critical need to be present and on time for work assignments, employees who report to their assignments late within a twelve (12) month period will be docked in accordance with the following schedule:

First Offense -- Dock pay according to time lost

Second Offense -- Every 15 minutes equals 30 minutes

Third Offense -- Every 15 minutes equals one hour

Fourth Offense -- Pursue appropriate disciplinary action

Individual and his/her steward will be notified in writing.

ARTICLE V -- TERMINATION OF EMPLOYMENT

An employee shall be terminated for the following reasons:

- A. Voluntary quit or resignation.
- B. Involuntary termination - i.e., discharge from employment from which there has been (1) no appeal to the procedures as

outlined in this Agreement, (2) no re-instatement by the employer, or (3) no reversal thereof by the court, a decision of an arbitrator, an arbitration panel or some other competent tribunal.

- C. Absence from employment for five (5) consecutive working days without notifying the Board. The Board may make an exception of this rule in appropriate cases. After such absence from his/her employment, the Board will send written notification to the Union and to the employee at his or her last known address, indicating thereon that his/her employment has been terminated. If the disposition made in any such case is not satisfactory, the aggrieved employee may initiate a grievance procedure within the time limitations, and according to the terms and conditions of this contract.
- D. Failure to return to work upon recall from lay-off status. If the employee wishes to return, he/she shall notify the Board of Education within 24 hours of the notice of recall and his/her return to work shall be within ten (10) working days of said notification.
- E. Failure to return from sick leave and/or leaves of absence. In such cases, the employer shall process the employee's inaction, as indicated in sub-paragraph "C" above.
- F. Retirement under the terms of any retirement program.

ARTICLE VI -- STEWARDS

- A. There shall be a steward selected by each craft union of the

Council whose members are employed by the Board. The steward shall see that the provisions of this Agreement are observed by both parties.

1. The steward's responsibilities include the reasonable attempt to insure that employees of the Board who are members of his/her craft union are familiar with and adhere to the responsibilities imposed by this Agreement and by the reasonable work rules established under Article IV. The steward shall act as a safety person for employees of his/her craft.
2. The steward shall be permitted a reasonable time to perform the usual duties of a steward but shall not receive any extra pay from the Board because of the performance of such duties. The steward shall, to the extent possible, perform his/her duties as steward without interference with his own job functions or the job functions of other employees. The steward shall not leave his/her job to conduct his/her duties as steward without first securing the permission of his/her foreperson.
3. Within 72 hours of the employment of any new craft employee, the steward of the particular craft shall be given the name and job location of said employee.
4. The steward of a particular craft union shall be given reasonable notice of the impending layoff or discharge of any employee of the same craft. Reasonable

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

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

ARTICLE VII -- LABOR RELATIONS COMMITTEE

- A. Two (2) representatives of the Board and two (2) representatives of the Council shall meet regularly, not less than quarterly, for the purpose of discussing Board policies and problems in regard to this Agreement.
- B. The Superintendent, and/or his designated representatives, shall be designated to represent the Board of Education in all such discussions, and the following procedures shall apply:
 - 1. In the event of any grievance under the terms of this Collective Bargaining Agreement, the employee shall first engage in informal discussions with his/her immediate superior (General Foreperson) and/or the Assistant Superintendent of Trades and the Superintendent of Trades in an attempt to resolve said grievance.
 - 2. Any grievance under this Agreement which is filed in writing by the employee involved, in individual grievances, or by the steward or designated repre-

sentative in cases involving more than one employee or a matter of policy, within ten (10) working days after the grievance arises, shall not be considered a grievance.

3. If the grievance is not resolved in the manner set forth above, the Building Trades Council shall submit, in writing, an appeal of said grievance to the Assistant Superintendent of Physical Plant who shall answer the grievance, in writing, within Ten (10) working days following receipt thereof.
4. If the grievance is not resolved in the manner set forth above, the Building Trades Council, within Ten (10) working days, shall submit, in writing, an appeal of said grievance to the General Superintendent of Schools or his designee.
5. In the event the General Superintendent or his designated representative and the Council are unable to resolve their differences on any matter, they shall present separate written reports to the Board containing the points of disagreement. A conference committee, composed of Board members (selected by the Board) and Council representatives (selected by the Council) shall be established for the purpose of reaching an agreement and understanding.
6. In the event the parties are unable to settle their differences as provided in Step 3 hereof, either party

may request arbitration of such differences to the American Arbitration Association and expenses thereof borne equally by both parties.

ARTICLE VIII -- EQUAL EMPLOYMENT OPPORTUNITY

The Board and the Council (and its affiliated Local Unions) agree to a policy of equal employment opportunity for all persons in all phases of Board employment. The Council and its Affiliated Local Unions pledge that there shall be no discrimination in any manner whatsoever against any individual because of his/her race, color, religion, national origin, or ancestry. The Council shall take affirmative action to make individuals of minority races and religions aware of the opportunities for apprenticeship training which will occur from time to time by notifying the Detroit Board of Education, Bureau of Apprenticeship Training and Apprentice Information Center when apprenticeship applications are being accepted.

The parties acknowledge the need to, and therefore agree to, accelerate their efforts to obtain a larger number of minority group members as apprentices and as a part of the journeyperson work force of the Detroit Board of Education.

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

The representatives of the Board and the Council and/or affiliated local unions shall meet to determine the regularity of such meetings. The parties shall cooperate in the establishment of career day programs and other school community projects designated to locate and interest students to pursue to the building trades as careers.

ARTICLE IX -- APPRENTICESHIP

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

A. Apprenticeship Programs:

The Board may select apprentices to participate in various trade programs for the purpose of becoming journeypersons. Participation in apprenticeship programs is contingent on the candidates meeting those qualifications the Board and the crafts have agreed upon. An apprentice's continuation in the program is dependent upon his/her meeting the job skills and education requirements. Failure to meet the educational requirements through the Apprenticeship School or the job requirements shall result in termination. It shall also be understood that any apprentice in the Union's apprentice programs shall have the option of being considered for the position of apprentice to the Board, provided said apprentice can meet the residency requirement.

While the Board can identify and register for classes

apprentices meeting the requirements, it is understood that the employee's date of indenture to the Board is determined by the date of his/her first registration for the apprenticeship classes. The Board shall determine the number of apprentices to be hired for each trade but will not exceed the ratio of one (1) apprentice for six (6) journeypersons in any of the trades. Payments to the apprenticeship funds shall continue as previously negotiated.

B. Wages for Apprentices

Step increases for apprentices shall be applied twice per year, the beginning of the 1st and 14th payroll periods. The Board will implement the wage increase on the mentioned dates for all apprentices who have satisfactorily completed their work assignments and the educational requirements.

C. Effective February 14, 1985, the parties agree that all apprentices assigned to work for the Detroit Board of Education shall receive their regular rates, but will not be paid apprentice rates which exceed their wage rates paid by the Board to journeypersons within the Apprentices' trades.

D. Effective February 14, 1985, apprentices paid at rates higher than Board journeypersons prior to entering the Board's employ shall have their wage rates adjusted accordingly upon their arrival to their Board positions.

E. Effective January 1, 1987, apprentices shall receive the same fringe benefits as the journeypersons in this Agreement.

ARTICLE X -- CO-OP PROGRAM

The parties agree to establish a student co-op program administered by a joint committee.

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 XI -- SENIORITY

- A. Seniority is defined as the length of an employee's service as per craft with the Board.
- B. Newly hired employees shall not have seniority for the first ninety (90) calendar days of their employment. If an employee continues beyond ninety (90) calendar days, his/her seniority shall then be determined on a craft basis in accordance with his/her date of hire. In the event two or more employees have the same date of hire, seniority shall be determined by the time card or by any record indicating the time the employee first reported to work.
- C. The Board shall have no obligation to re-employ any employee if that employee is laid off prior to the ninety (90)) calendar days and an employee so laid off shall begin his/her ninety (90) calendar day period anew if he/she is subsequently rehired by the Board after six (6) months have elapsed.
- D. If an employee on the seniority list is laid off and is rehired within two (2) years, he/she will be rehired with previous seniority.

- E. No seniority employee shall suffer a reduced work week in his particular craft to enable the Board to continue the employment of a non-seniority employee of the same craft.
- F. In the event of lay-off and recall, following such lay-off, seniority shall be observed consistent with an employee's special skills to do the available work, and such laws both State and Federal to which the Board might be subjected. Any deviations from the strict application of seniority will require a conference with the Union representative of the involved trade and the department head at which time the representative will be advised as to the reasons for such deviation.
- G. Employees in this bargaining unit shall be eligible for unemployment benefits in accordance with the provisions of Act 104 of the Public Acts of 1974 which provides for employees in the public sector.

ARTICLE XII -- INFORMATION

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

ARTICLE XIII -- WAGES

- A. 1. Pay increase for the period July 1, 1994 through June 30 1995: Shall be 3% of base hourly rate.
2. Pay increase for the period July 1, 1995 through June 30, 1996: Shall be 3% of the base hourly rate.
3. Pay increase for the period July 1, 1996 through June 30, 1997: Shall be 3% of base hourly rate.
4. **Longevity:**
After twelve (12) years, a lump sum payment of \$150 paid in December.

B. **THE SUMMER AND FALL SUMMER CONSTRUCTION WORKS PROGRAM**

It is hereby agreed between the parties that employees represented by the Detroit Building Trades Council shall be hired for the relative summer Construction Works Program, which may end on October 26, of the relevant year, under the following conditions.

1. The employees shall be paid the current hourly rate paid to members of that craft by the Detroit Board of Education, the so-called "inside rate."
2. The employees hired for the relevant Summer Construction Works Program will have their union-based benefits, often referred to as the "outside fringe benefits", paid by the Board. This shall not apply to current, regular employees of the Detroit Board of Education.
3. The employees shall not receive seniority credit while

working in the program. The release of the employees will not impact on the ability of the Board to enter into construction arrangements. The employees shall not remain on any seniority list.

4. The Detroit Board of Education shall provide the union names of employees by craft on or before the employee's first day on the job.

ARTICLE XIV -- OVERTIME

Management will pay overtime as follows:

1. One and one-half (1-1/2) times the employee's regular hourly rate for all time the employee works in excess of eight (8) hours per day.
2. One and one-half (1-1/2) times the employee's regular hourly rate for all hours the employee works on Saturdays.
3. Two (2) times the employee's regular hourly rate for all hours the employee works on Sundays and/or holidays.

ARTICLE XV -- AFTERNOON SHIFT

At various times it may be necessary to have various crafts work in the afternoon and evening (hereinafter afternoon shift). When employees are needed for the afternoon shift, the employees and the Building Trades Council will be informed as soon as possible, but no less than two (2) days prior to commencement of

work. The employees will be informed of the estimated length of time the shift will be in operation, but no shift shall be less than three (3) days in duration and no afternoon shift shall start before 2 p.m.

SECTION A:

Those who work this shift shall work for seven and one-half (7.5) hours. The day shall be eight (8) hours with a thirty (30) minute lunch period. Payment shall be for eight (8) hours.

SECTION B:

When it is necessary to have people work the afternoon shift, volunteers will be solicited first. Second, if additional people are needed, the employee(s) with the least amount of seniority shall be required to work.

SECTION C:

Existing security measures shall prevail.

ARTICLE XVI -- SICK LEAVE

Sick days shall accrue at the rate of .65 per pay period so as to equal 17 days per year for all members of this bargaining unit.

Effective January 1, 1987, sick days shall accrue at the rate of .65 per pay period so as to equal 17 days per year for all apprentices in this bargaining unit.

After five (5) consecutive work days of sick leave, an employee must furnish a statement from his/her Physician on Form 432, Release Paycheck, Physician's Certificate, in order to secure

his/her paycheck.

Any employee on medical leave of two (2) weeks or more must have a medical examination by the Board of Education Medical Examiner and present Form 432, Return to Employment, Physicians Certificate completed by his/her physician.

Sick Leave provisions are designated exclusively for absences caused by illness or injury. The Board will investigate suspected instances or abuse of sick leave. Where warranted on the basis of investigation, the Board will take appropriate action.

ARTICLE XVII -- HEALTH, DENTAL, OPTICAL AND LIFE INSURANCE

A. Health Insurance:

1. Effective May 6, 1985, the Board will no longer participate in submitting payment to the various unions' Health and Welfare Funds. Full family health insurance coverage shall be provided.
2. Effective May 5, 1985, a \$3.00 co-pay prescription rider shall be provided.
3. Effective October 1, 1986, a hospital pre-certification program will be implemented. Under this program, all non-emergency hospital admissions will be pre-authorized by the Health Plan Administrator. Length of stay will also be pre-determined and monitored for those hospital admissions that are approved. Hospital stay can be extended when medically necessary.
4. Effective January 1, 1987, the apprentice shall receive

the same health insurance as the journeypersons.

5. Effective December 22, 1992, all new hires will be required to pay ten percent (10%) of the premium cost.

6. **HEALTH CARE**

- a) Total and the Wellness Plan will no longer be offered.
- b) The Blue Cross/Blue Shield Traditional Plan will remain unchanged except as noted below in #7.
- c) The HAP Plan will be amended to become the Health Care PPA Plan with no reduction in benefits with an out of network benefit.
- d) OmniCare will be amended to OmniPlus (POS) with no reduction in benefits with an out of network benefit.
- e) 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.
- f) Blue Cross/Blue Shield PPO as proposed.
- g) The cost of mammograms, papsmeas and prostate screening will be paid for all members regardless of the insurance coverage that is selected by the members.

7. **OPT-OUT PLAN:** 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 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 prorated 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 Open Enrollment 1995 the opt-out payment shall be increased from \$900.00 to \$1,200.00 for said enrollment year.

B. Dental Insurance:

1. Effective May 6, 1985, the Board will no longer participate in submitting payments to the various unions' Health and Welfare Funds. Full family dental insurance shall be provided.
2. Effective January 1, 1987, apprentice shall receive the same full family dental insurance as the journeypersons receive.

C. Optical Insurance:

1. Effective October, 1986, the Board shall provide a full family optical program for bargaining unit members.
2. Effective January, 1987, the Board shall provide a full

family optical program for apprentices.

D. Life Insurance:

1. Effective May 6, 1985, the Board shall no longer participate in submitting payments to the various unions' Health and Welfare Funds. Fifteen thousand dollar (\$15,000) life insurance coverage will be provided. Upon retirement, a \$1,000 policy will be provided.
2. Effective January, 1987, the Board shall provide the same life insurance coverage as the journeypersons receive for apprentices.

ARTICLE XVIII -- VACATION AND HOLIDAYS

- A. Effective May 6, 1985, the Board will no longer participate in submitting payments to the various unions' Vacation Funds.

The following vacation formula shall be provided for all:

0 - 1 year	1 week	.19 per pay period
1 - 4 years	2 weeks	.38 per pay period
5 - 14 years	3 weeks	.57 per pay period
15 - 19 years	4 weeks	.76 per pay period
20+ years	5 weeks	.95 per pay period

Employees' present years of service will determine the number of weeks or the accrual rate.

Effective January 1, 1987, the Board shall provide the above vacation formula to all apprentices.

B. Holidays:

Effective May 6, 1985, the following holidays shall be provided with pay: Independence Day, Labor Day, Veteran's Day (afternoon only), Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, Memorial Day and Martin Luther King's Birthday (9.5 days).

Effective January 1, 1987, apprentices shall receive the same holidays as the journeypersons.

C. Vacation and Holidays:

All vacations must be pre-approved by the Assistant Superintendent of Physical Plant or his/her designee.

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

- A.** The monthly allowance to tradepersons covered by this Agreement for the carrying of tools, materials and equipment in their personal vehicles shall be \$25.00 per month effective the first full pay period following Board approval of this Agreement. The Board reserves the right to discontinue the carrying of tools, materials and equipment by non-essential trades and tradepersons in order to provide funds to implement this provision equitably. The Board shall evaluate the present tools, materials and equipment carrying allowance policy and determine which, if any, tradepersons are non-essential under this policy.

- B.** In computing the allowance for the carrying of tools, materials and equipment, the Board shall use a figure of \$1.25 per day to determine the amount due employees who carry tools for less than ten (10) days per month for any reason.
- C.** Effective the first full month following Board approval of the Agreement, the mileage rate for a maximum of 600 miles per calendar month per employee shall be \$.21.
- C.** Effective the first full month following Board approval of the Agreement, the mileage rate for a maximum rate for a maximum of 600 miles per calendar month per employee shall be \$.21.
- D. ALLOWANCE FOR CARRYING OF TOOLS, MATERIALS AND EQUIPMENT:**
- It is the responsibility of all employees to secure and protect tools and equipment to prevent theft or loss and to maintain same in safe and operating condition. Board of Education issued tools and equipment lost or stolen shall be replaced by the employee to whom they were assigned, unless the following conditions are complied with:
1. A Theft and Damage Report (Form 446) shall be filed with the Superintendent of Trades' Office within 12 hours of the discovery of the theft.
 2. A copy of the report filed with the Police Department shall be filed with the Superintendent of Trades' Office within 12 hours of the discovery of the theft.
- E.** Employees who are terminated, quit, retire, on extended illness, or leave of absence, must return Board tools and equipment to avoid a possible lien on final pay check.

ARTICLE XX -- RETIREMENT

Beginning May 1995, the Board shall no longer make contributions to various Union pension funds, including NEBF, Cement and Bricklayer International Pension funds. This includes all local, national, and international pension funds. Payments to the Union pension funds for temporary employees only shall continue.

The Board shall continue to make contributions to the State of Michigan School Employees' Retirement System.

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 35 days pay.

ARTICLE XXI -- JURY DUTY

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

ARTICLE XXII -- MANAGEMENT RIGHTS

A. The Board shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, lay-off, or to suspend, discharge or demote

employees for just cause, subject, however, to the employee's right to bring a grievance if any provision of the Agreement is violated by the exercise of such management function. All rights, powers and interests which have not been granted to the Union by the provisions of this Agreement are expressly reserved to the Board.

- B.** The Union agrees that there shall be no solicitation of union membership at a time which will interfere with an employee's work.
- C.** The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement and realizes that in order to provide good working conditions and fair and equitable wages, the Board must operate efficiently. The Union, therefore, agrees that it will cooperate with the Board to assure a fair day's work on the part of its members employed by the Board.
- D.** Each craft union shall, in good faith, attempt to supply employees requested by the Board of Education in pursuance of the operation of the Board.
- E.** The Union expressly recognizes the freedom of the Board to hire employees as ES employees from sources other than Union referrals.
- F.** The Council and each craft union affiliated therewith, agree to continue to supply needed apprentices to the Board.
- G.** The Council and its affiliated craft unions agree that there shall not be any interference by the Council or by any craft

union with any union contractor doing work for the Board of Education.

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

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

ARTICLE XXIII -- STRIKES

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

ARTICLE XXIV -- AGENCY SHOP

A. Effective January 1, 1969, all employees employed in the bargaining unit or who become employees in the bargaining unit who are not already members of their craft unions, shall, within sixty (60) days of the effective date of this Agreement, or within sixty (60) days of the date of their hire by the Board, whichever is later, become members or in the alternative, shall within sixty (60) days of the

effective date of this Agreement or within sixty (60) days of their date of hire by the Board, whichever is later, as a condition of employment, pay to their particular craft union each month a service fee in an amount equal to the regular monthly union membership dues uniformly required of employees of the Board who are members.

- B.** An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).
- C.** The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues (or fees).
- D.** If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law or shall be re-negotiated for the purpose of adequate replacement.
- E.** The Council and the particular craft union agree that in the event of litigation against the Board, its agents or employees arising out of this provision, the Council and/or the particular craft union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.

ARTICLE XXV -- SERVICE FEE OR DUES CHECKOFF

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

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

ARTICLE XXVI -- SAVINGS CLAUSE

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

ARTICLE XXVII -- CHANGE AND TERMINATION


This Agreement shall remain in full force and effect through June 30, 1997, and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing,

at least ninety (90) days prior to any anniversary date of this Agreement. Such written notice shall be sent by registered or certified mail to the other parties. In the event of notice by either party to change and/or terminate and no agreement on such change or termination is reached prior to June 30, 1997, this Agreement shall be deemed to have terminated on June 30, 1997.

FOR THE GREATER DETROIT BUILDING
AND CONSTRUCTION TRADES COUNCIL:




FOR THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT OF
THE CITY OF DETROIT:




Date: 10-18-95

Approved and adopted by action of the Board of Education on:

JUNE 27, 1995

By: 

ROBERT M. BOYCE
PRESIDENT
BOARD OF EDUCATION

By: 

KATHLEEN SMITH
SECRETARY OF THE BOARD

DETROIT PUBLIC SCHOOLS
 1994-95 Salary Schedule D
 Building Trades - Journey Persons and Apprentices
 Group 1 - Journey Persons and Helpers
 Primary Positions

+3%
Rates effective 7/1/94

Pay Class Code	Position Code	Description	Hourly Rates	Daily Rates
Journey Persons				
4140 D	804	Asbestos Worker	\$20.0191	\$160.1528
4160 D	808	Bricklayer	19.1459	153.1672
8050 H	816 (1)	Bricklayer, Swingstage - alt. pos.	19.3959	
4170 D	814	Carpenter (Finish)	19.7155	157.7240
4180 D	815	Cement Mason	17.3761	139.0088
4490 D	805	Ceramic Tile Layer	17.4971	139.9768
4210 D	818	Electrician	20.9973	167.9784
4240 D	824	Elevator Constructor	20.8475	166.7800
4230 D	809	Furniture Repairperson	15.0724	120.5792
4250 D	827	Glazier	19.0712	152.5696
4270 D	829 (3)	Heat Regulator	See Pipefitter	
4110 D	899	Inside Glassworker	13.3413	106.7304
4120 D	889	Inside Glassworker - Warehouse Start:		
		After 45 days	8.6051	68.8408
		After 90 days	8.9493	71.5944
4980 D	847	Painter, Finish (Brush or Roll)	12.7218	101.7744
8060 H	848 (2)	Painter, Finish (Spray) (Striping Machine) (Swingstage)	18.8011	150.4088
			19.3011	
			19.3011	
4340 D	855	Pipefitter	20.9590	167.6720
4350 D	857	Plasterer	20.1010	160.8080
4360 D	858	Plumber	21.0542	168.4336
4280 D	838	Resilient Floor Decorator	18.3272	146.6176
4370 D	859	Roofer	19.5202	156.1616
4200 D	897	Shade and Draperyperson	16.0543	128.4344
4400 D	868	Sheet Metal Worker	19.4685	155.7480
4410 D	874	Sprinkler Fitter	20.7445	165.9560
4420 D	875 (3)	Stoker Repairperson	See Pipefitter	
Helpers, Laborers, Tenders				
4510 D	307 (4)	Brickmason Laborer	See Construction Laborer	126.2424
4520 D	837	Construction Laborer	15.7803	145.2088
4590 D	345	Plasterer Tender	18.1511	145.2088
4810 D	276	Terrazzo Helper	14.5874	116.6992

- (1) Bricklayer, Swingstage-alt. pos. rate is \$.25 per hour over the regular Bricklayer rate
- (2) Painter, Spray, Striping Machine and Swingstage-alt. pos. rates are \$.50 per hour over the regular Painter rate.
- (3) Heat Regulator and Stoker Repairperson rates are the same as Pipefitter rates
- (4) Brickmason Laborer rate is the same as Construction Laborer

DETROIT PUBLIC SCHOOLS
 1994-95 Salary Schedule D
 Building Trades - Journey Persons and Apprentices
 Group 2 - Apprentices
 Primary Positions

Pay Class Code	Position Code	Description	Percent	Step	Rates effective 7/1/94	
					Hourly Rates	Daily Rates
Apprentices 3010 D	904	Asbestos Worker	50%	1 1 year	\$10.0095	\$80.0760
			60%	2 1 year	12.0114	96.0912
			70%	3 1 year	14.0133	112.1064
			80%	4 1 year	16.0152	128.1216
3060 D	908	Bricklayer	55%	1 6 mos.	10.5302	84.2416
			60%	2 6 mos.	11.4875	91.9000
			65%	3 6 mos.	12.4448	99.5584
			70%	4 6 mos.	13.4021	107.2168
			75%	5 6 mos.	14.3594	114.8752
			80%	6 6 mos.	15.3167	122.5336
3020 D	914	Carpenter	55%	1 6 mos.	10.8435	86.7480
			65%	2 6 mos.	12.8150	102.5200
			70%	3 6 mos.	13.8008	110.4064
			75%	4 6 mos.	14.7866	118.2928
			80%	5 6 mos.	15.7724	126.1792
			85%	6 6 mos.	16.7581	134.0648
			90%	7 6 mos.	17.7439	141.9512
			95%	8 6 mos.	18.7297	149.8376
3030 D	915	Cement Mason	65%	1 6 mos.	11.2944	90.3552
			70%	2 6 mos.	12.1632	97.3056
			80%	3 6 mos.	13.9008	111.2064
			85%	4 6 mos.	14.7696	118.1568
			87%	5 6 mos.	15.1172	120.9376
			89%	6 6 mos.	15.4647	123.7176
2990 D	905	Ceramic Tile Layer	40%	1 1 year	6.9988	55.9904
			55%	2 1 year	9.6234	76.9872
			60%	3 6 mos.	10.4982	83.9856
			65%	4 6 mos.	11.3731	90.9848
			70%	5 6 mos.	12.2479	97.9832
			75%	6 6 mos.	13.1228	104.9824
			80%	7 6 mos.	13.9976	111.9808
2980 D	703	Resilient Floor Decorator	42%	1 6 mos.	7.6974	61.5792
			50%	2 6 mos.	9.1636	73.3088
			58%	3 1 year	10.6297	85.0376
			66%	4 1 year	12.0959	96.7672
			74%	5 1 year	13.5621	108.4968
			82%	6 1 year	15.0283	120.2264
			90%	7 1 year	16.4944	131.9552
			95%	8 1 year	17.4106	139.2864

DETROIT PUBLIC SCHOOLS
 1994-95 Salary Schedule D
 Building Trades - Journey Persons and Apprentices
 Group 2 - Apprentices
 Primary Positions

Pay Class Code	Position Code	Description	Percent	Step	Rates effective 7/1/94	
					Hourly Rates	Daily Rates
Apprentices (continued) 2970 D	984	Electrician - Indentured before 6-1-84	50%	1 6 mos.	\$10.4986	\$83.9888
			55%	2 6 mos.	11.5485	92.3880
			60%	3 6 mos.	12.5983	100.7864
			65%	4 6 mos.	13.6482	109.1856
			70%	5 6 mos.	14.6981	117.5848
			75%	6 6 mos.	15.7479	125.9832
			80%	7 6 mos.	16.7978	134.3824
			85%	8 6 mos.	17.8477	142.7816
3040 D	918	Electrician - Indentured after 6-1-84	35%	1 6 mos.	7.3490	58.7920
			40%	2 6 mos.	8.3989	67.1912
			45%	3 6 mos.	9.4487	75.5896
			50%	4 6 mos.	10.4986	83.9888
			55%	5 6 mos.	11.5485	92.3880
			60%	6 6 mos.	12.5983	100.7864
			65%	7 6 mos.	13.6482	109.1856
			70%	8 6 mos.	14.6981	117.5848
3050 D	927	Glazier	50%	1 6 mos.	9.5356	76.2848
			55%	2 6 mos.	10.4891	83.9128
			60%	3 6 mos.	11.4427	91.5408
			65%	4 6 mos.	12.3962	99.1688
			70%	5 6 mos.	13.3497	106.7968
			75%	6 6 mos.	14.3032	114.4248
3070 D	947	Painter	50%	1 6 mos.	9.4005	75.2040
			55%	2 6 mos.	12.2207	97.7656
			60%	3 6 mos.	13.1607	105.2856
			65%	4 6 mos.	14.1008	112.8064
			70%	5 6 mos.	15.0408	120.3264
			75%	6 6 mos.	15.9809	127.8472
2960 D	956	Pipefitter - Indentured after 7-1-83	32%	1 6 mos.	6.7068	53.6544
			35%	2 6 mos.	7.3356	58.6848
			38%	3 6 mos.	7.9644	63.7152
			41%	4 6 mos.	8.5931	68.7448
			44%	5 6 mos.	9.2219	73.7752
			47%	6 6 mos.	9.8507	78.8056
			50%	7 6 mos.	10.4795	83.8360
			52%	8 6 mos.	10.8986	87.1888
			55%	9 6 mos.	11.5274	92.2192
			59%	10 6 mos.	12.3658	98.9264

DETROIT PUBLIC SCHOOLS
 1994-95 Salary Schedule D
 Building Trades - Journey Persons and Apprentices
 Group 2 - Apprentices
 Primary Positions

Pay Class Code	Position Code	Description	Percent	Step	Rates effective 7/1/94	
					Hourly Rates	Daily Rates
Apprentices (continued) 3090 D	958	Plumber	34.76%	1 6 mos.	\$7.3184	\$58.5472
			37.29%	2 6 mos.	7.8511	62.8088
			41.08%	3 6 mos.	8.6490	69.1920
			44.24%	4 6 mos.	9.3143	74.5144
			47.40%	5 6 mos.	9.9796	79.8368
			50.56%	6 6 mos.	10.6450	85.1600
			53.72%	7 6 mos.	11.3103	90.4824
			56.89%	8 6 mos.	11.9777	95.8216
			60.05%	9 6 mos.	12.6430	101.1440
			63.21%	10 6 mos.	13.3083	106.4664
3100 D	959	Roofer	63%	1 6 mos.	12.2977	98.3816
			64%	2 6 mos.	12.4929	99.9432
			68%	3 6 mos.	13.2737	106.1896
			71%	4 6 mos.	13.8593	110.8744
			75%	5 6 mos.	14.6401	117.1208
			80%	6 6 mos.	15.6161	124.9288
3000 D	968	Sheet Metal Worker Indentured before 6-1-85	45%	1 6 mos.	8.7608	70.0864
			50%	2 6 mos.	9.7342	77.8736
			55%	3 6 mos.	10.7076	85.6608
			60%	4 6 mos.	11.6811	93.4488
			65%	5 6 mos.	12.6545	101.2360
			70%	6 6 mos.	13.6279	109.0232
			75%	7 6 mos.	14.6013	116.8104
			80%	8 6 mos.	15.5748	124.5984
2950 D	969	Sheet Metal Worker Indentured after 6-1-85	40%	1 6 mos.	7.7874	62.2992
			45%	2 6 mos.	8.7608	70.0864
			50%	3 6 mos.	9.7342	77.8736
			55%	4 6 mos.	10.7076	85.6608
			60%	5 6 mos.	11.6811	93.4488
			65%	6 6 mos.	12.6545	101.2360
			70%	7 6 mos.	13.6279	109.0232
			75%	8 6 mos.	14.6013	116.8104

DETROIT PUBLIC SCHOOLS
 1995-96 Salary Schedule D
 Building Trades - Journey Persons and Apprentices
 Group 1 - Journey Persons and Helpers
 Primary Positions

Pay Class Code	Journey Persons	Position Code	Description	Rates effective 7/1/95	
				Hourly Rates	Daily Rates
4140 D		804	Asbestos Worker	\$20.6196	\$164.9568
4160 D		808	Bricklayer	19.7202	157.7616
8050 H		816 (1)	Bricklayer, Swingstage - alt. pos.	19.9702	
4170 D		814	Carpenter (Finish)	20.3069	162.4552
4180 D		815	Cement Mason	17.8973	143.1784
4490 D		805	Ceramic Tile Layer	18.0220	144.1760
4210 D		818	Electrician	21.6272	173.0176
4240 D		824	Elevator Constructor	21.4729	171.7832
4230 D		809	Furniture Repairperson	15.5245	124.1960
4250 D		827	Glazier	19.6433	157.1464
4270 D		829 (3)	Heat Regulator		
4110 D		899	Inside Glassworker		
4120 D		889	Inside Glassworker - Warehouse	13.7415	109.9320
			Start:		See Pipefitter
			After 45 days	8.8632	70.9056
			After 90 days	9.2177	73.7416
4980 D		847	Painter, Finish (Brush or Roll)	13.1034	104.8272
8060 H		848 (2)	Painter, Finish (Spray)	19.3651	154.9208
			(Striping Machine)	19.8651	
			(Swingstage)	19.8651	
4340 D		855	Pipefitter	21.5877	172.7016
4350 D		857	Plasterer	20.7040	165.6320
4360 D		858	Plumber	21.6858	173.4864
4280 D		838	Resilient Floor Decorator	18.8770	151.0160
4370 D		859	Roofer	20.1058	160.8464
4200 D		897	Shade and Draperyperson	16.5359	132.2872
4400 D		868	Sheet Metal Worker	20.0525	160.4200
4410 D		874	Sprinkler Fitter	21.3668	170.9344
4420 D		875 (3)	Stoker Repairperson		See Pipefitter
	Helpers, Laborers, Tenders				
4510 D		307 (4)	Brickmason Laborer		See Construction Laborer
4520 D		837	Construction Laborer	16.2537	130.0296
4590 D		345	Plasterer Tender	18.6956	149.5648
4810 D		276	Terrazzo Helper	15.0250	120.2000

(1) Bricklayer, Swingstage-alt. pos. rate is \$.25 per hour over the regular Bricklayer rate.
 (2) Painter, Spray Striping Machine and Swingstage-alt. pos. rates are \$.50 per hour over the regular Painter rate.
 (3) Heat Regulator and Stoker Repairperson rates are the same as Pipefitter rates.
 (4) The Brickmason Laborer rate is the same as the Construction Laborer.

DETROIT PUBLIC SCHOOLS
 1995-96 Salary Schedule D
 Building Trades - Journey Persons and Apprentices
 Group 2 - Apprentices
 Primary Positions

Pay Class Code	Position Code	Description	Percent	Step	Hourly Rates
3010 D Apprentices	904	Asbestos Worker	50%	1 1 year	\$10.3098
			60%	2 1 year	12.3717
			70%	3 1 year	14.4337
			80%	4 1 year	16.4956
3060 D	908	Bricklayer	55%	1 6 mos.	10.8461
			60%	2 6 mos.	11.8321
			65%	3 6 mos.	12.8181
			70%	4 6 mos.	13.8041
			75%	5 6 mos.	14.7901
			80%	6 6 mos.	15.7761
3020 D	914	Carpenter	55%	1 6 mos.	11.1687
			65%	2 6 mos.	13.1994
			70%	3 6 mos.	14.214E
			75%	4 6 mos.	15.2301
			80%	5 6 mos.	16.245E
			85%	6 6 mos.	17.260E
			90%	7 6 mos.	18.276E
			95%	8 6 mos.	19.291E
3030 D	915	Cement Mason	65%	1 6 mos.	11.633E
			70%	2 6 mos.	12.528E
			80%	3 6 mos.	14.317E
			85%	4 6 mos.	15.212E
			87%	5 6 mos.	15.570E
			89%	6 6 mos.	15.928E
2990 D	905	Ceramic Tile Layer	40%	1 1 year	7.208E
			55%	2 1 year	9.912E
			60%	3 6 mos.	10.813E
			65%	4 6 mos.	11.714E
			70%	5 6 mos.	12.615E
			75%	6 6 mos.	13.516E
			80%	7 6 mos.	14.417E
2980 D	703	Resilient Floor Decorator	42%	1 6 mos.	7.928E
			50%	2 6 mos.	9.438E
			58%	3 6 mos.	10.948E
			66%	4 6 mos.	12.458E
			74%	5 6 mos.	13.968E
			82%	6 6 mos.	15.478E
			90%	7 6 mos.	16.988E
			95%	8 6 mos.	17.998E

DETROIT PUBLIC SCHOOLS
 1995-96 Salary Schedule D
 Building Trades - Journey Persons and Apprentices
 Group 2 - Apprentices
 Primary Positions

Pay Class Code	Position Code	Description	Percent	Step	Rates effective 7/1/95	
					Hourly Rates	Daily Rates
2970 D Apprentices (continued)	984	Electrician - Indentured before 6-1-84	50%	1 6 mos.	\$10.8136	\$86.5088
			55%	2 6 mos.	11.8949	95.1592
			60%	3 6 mos.	12.9763	103.8104
			65%	4 6 mos.	14.0576	112.4608
			70%	5 6 mos.	15.1390	121.1120
			75%	6 6 mos.	16.2204	129.7632
			80%	7 6 mos.	17.3017	138.4136
			85%	8 6 mos.	18.3831	147.0648
3040 D	918	Electrician - Indentured after 6-1-84	35%	1 6 mos.	7.5695	60.5560
			40%	2 6 mos.	8.6508	69.2064
			45%	3 6 mos.	9.7322	77.8576
			50%	4 6 mos.	10.8136	86.5088
			55%	5 6 mos.	11.8949	95.1592
			60%	6 6 mos.	12.9763	103.8104
			65%	7 6 mos.	14.0576	112.4608
			70%	8 6 mos.	15.1390	121.1120
3050 D	927	Glazier	50%	1 6 mos.	9.8216	78.5728
			55%	2 6 mos.	10.8038	86.4304
			60%	3 6 mos.	11.7859	94.2872
			65%	4 6 mos.	12.7681	102.1448
			80%	5 6 mos.	15.7146	125.7168
			90%	6 6 mos.	17.6789	141.4312
3070 D	947	Painter	50%	1 6 mos.	9.6825	77.4600
			65%	2 6 mos.	12.5873	100.6984
			70%	3 6 mos.	13.5555	108.4440
			75%	4 6 mos.	14.5238	116.1904
			80%	5 6 mos.	15.4920	123.9360
			85%	6 6 mos.	16.4603	131.6824
2960 D	956	Pipefitter - Indentured after 7-1-83	32%	1 6 mos.	6.9080	55.2640
			35%	2 6 mos.	7.5556	60.4448
			38%	3 6 mos.	8.2033	65.6264
			41%	4 6 mos.	8.8509	70.8072
			44%	5 6 mos.	9.4985	75.9880
			47%	6 6 mos.	10.1462	81.1696
			50%	7 6 mos.	10.7938	86.3504
			52%	8 6 mos.	11.4414	91.5312

DETROIT PUBLIC SCHOOLS
 1995-96 Salary Schedule D
 Building Trades - Journey Persons and Apprentices
 Group 2 - Apprentices
 Primary Positions

Pay Class Code	Apprentices (continued)	Position Code	Description	Step	Percent	Rates effective 7/1/95	
						Hourly Rates	Daily Rates
3090 D		958	Plumber	1 6 mos.	34.76%	\$7.5379	\$60.3032
				2 6 mos.	37.29%	8.0866	64.6928
				3 6 mos.	41.08%	8.9085	71.2680
				4 6 mos.	44.24%	9.5937	76.7496
				5 6 mos.	47.40%	10.2790	82.2320
				6 6 mos.	50.56%	10.9643	87.7144
				7 6 mos.	53.72%	11.6496	93.1968
				8 6 mos.	56.89%	12.3370	98.6960
				9 6 mos.	60.05%	13.0223	104.1784
				10 6 mos.	63.21%	13.7075	109.6600
3100 D		959	Roofer	1 6 mos.	63%	12.6666	101.3328
				2 6 mos.	64%	12.8677	102.9416
				3 6 mos.	68%	13.6719	109.3752
				4 6 mos.	71%	14.2751	114.2008
				5 6 mos.	75%	15.0793	120.6344
				6 6 mos.	80%	16.0846	128.6768
3000 D		968	Sheet Metal Worker Indentured before 6-1-85	1 6 mos.	45%	9.0236	72.1888
				2 6 mos.	50%	10.0262	80.2096
				3 6 mos.	55%	11.0288	88.2304
				4 6 mos.	60%	12.0315	96.2520
				5 6 mos.	65%	13.0341	104.2728
				6 6 mos.	70%	14.0367	112.2936
				7 6 mos.	75%	15.0393	120.3144
				8 6 mos.	80%	16.0420	128.3360
2950 D		969	Sheet Metal Worker Indentured after 6-1-85	1 6 mos.	40%	8.0210	64.1680
				2 6 mos.	45%	9.0236	72.1888
				3 6 mos.	50%	10.0262	80.2096
				4 6 mos.	55%	11.0288	88.2304
				5 6 mos.	60%	12.0315	96.2520
				6 6 mos.	65%	13.0341	104.2728
				7 6 mos.	70%	14.0367	112.2936
				8 6 mos.	75%	15.0393	120.3144

