

9/30/97

**A G R E E M E N T**

**BETWEEN**

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

*Detroit Public Schools*

**-AND-**

**AFSCME DISTRICT COUNCIL 25  
LOCAL 2176**

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**OCTOBER 1, 1994 - SEPTEMBER 30, 1997**

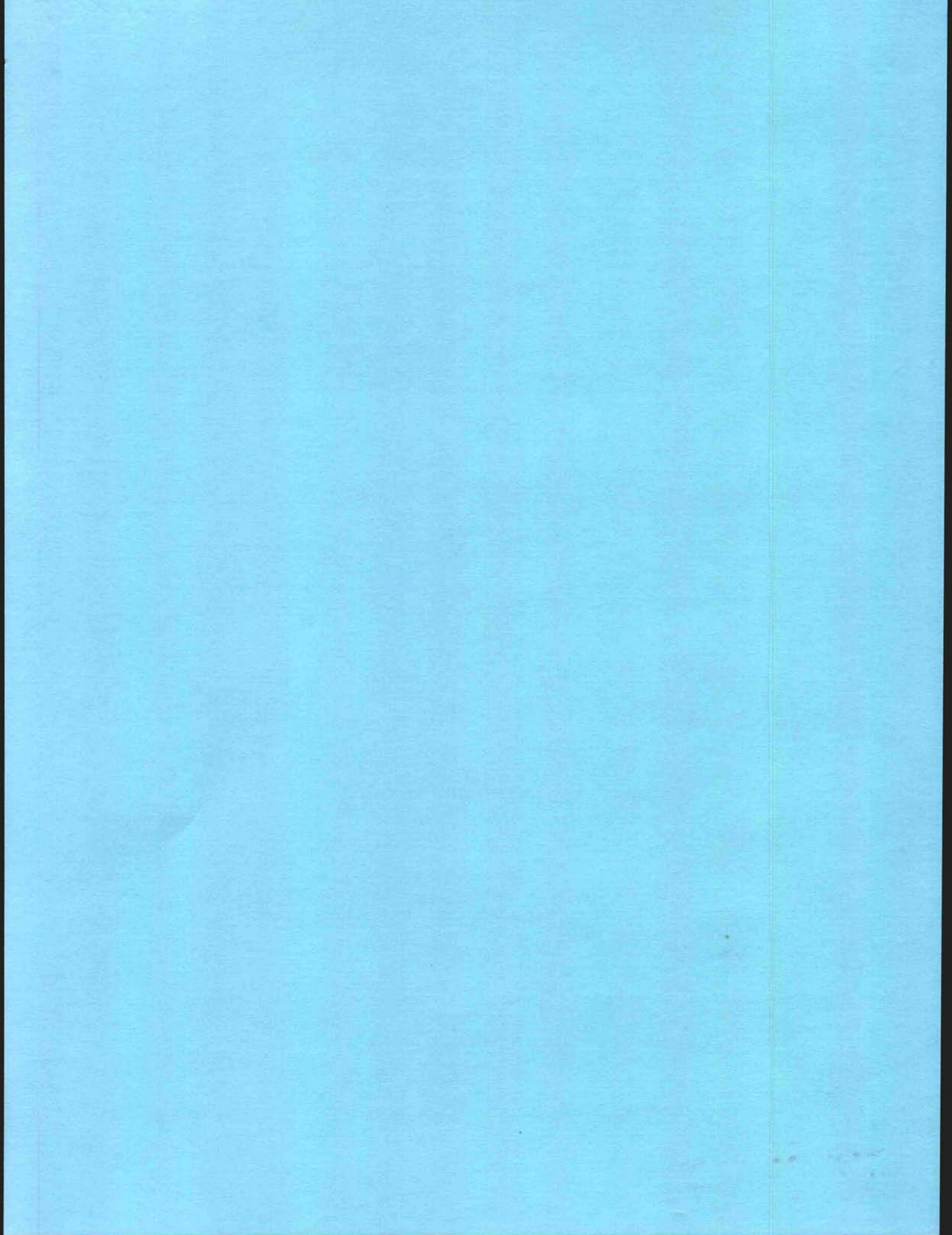


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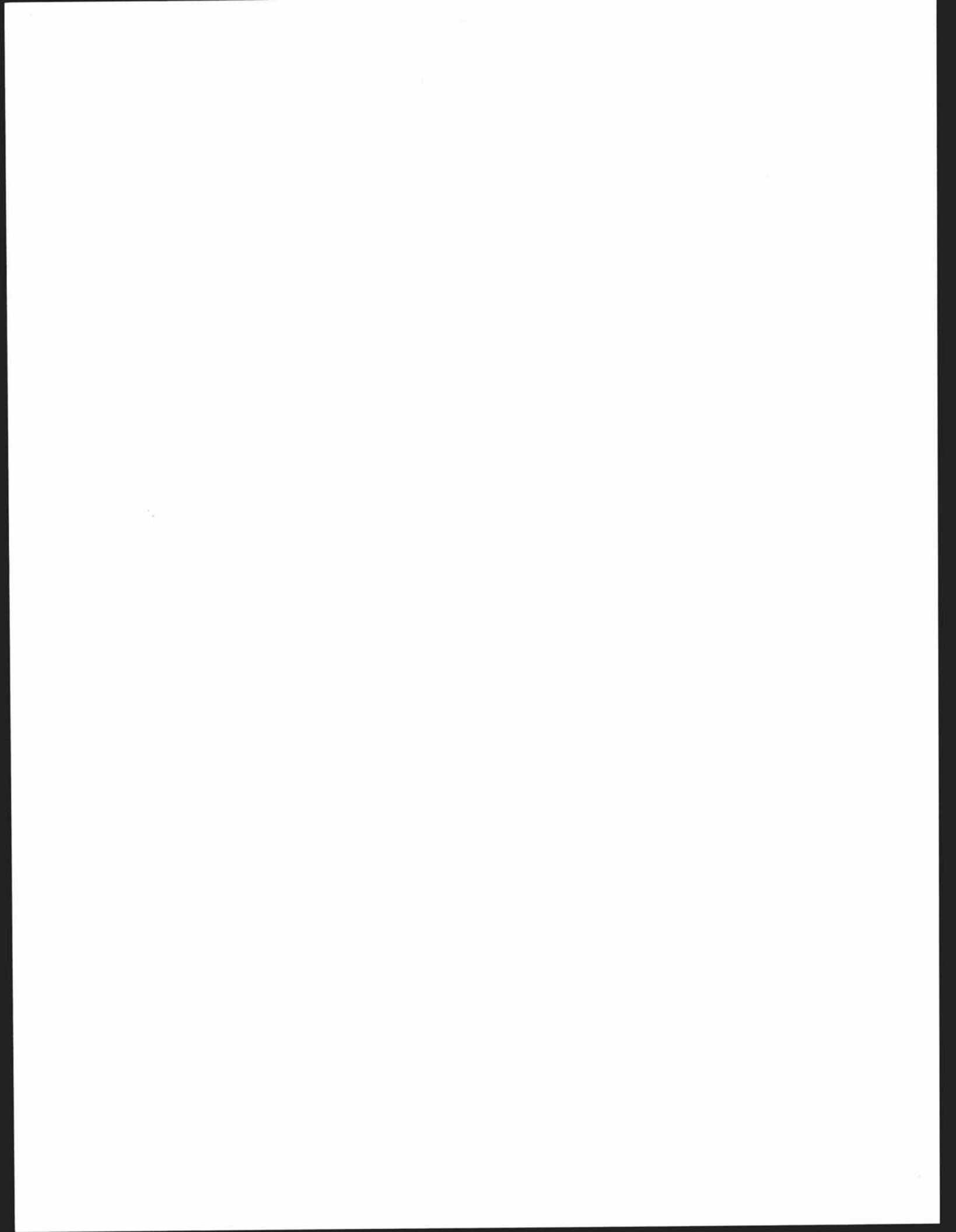
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## PREAMBLE

- A. This Agreement is effective the first day of October, 1994, by and between the Board of Education, City of Detroit (hereinafter referred to as the "Board" or "Employer") and Local 2176, District Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").
- B. **PURPOSE AND INTENT:** The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for mutual interest of the Employer, the Employees, and the Union.
- C. The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.
1. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.
  2. Accordingly, the officials representing the Employer and the Union will, from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems, if any, which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objective as set forth above.

Such meetings shall not be for the purpose of conducting continuing bargaining negotiations or to, in any way, modify, add to or detract from the provisions of this Agreement.

**ARTICLE I: RECOGNITION - EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Act of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the bargaining unit classifications listed in Appendix "A".

**ARTICLE II: EQUAL EMPLOYMENT AND UNION MEMBERSHIP OPPORTUNITIES**

- A. There shall be no discrimination against any person in employment or in Union membership because of race, sex, age, religion, color, creed or national origin. The parties will work together to assure equal employment opportunities for all.
- B. Whenever in this Agreement reference is made to the masculine gender, it shall be conclusively presumed to indicate the feminine gender.

**ARTICLE III: PROHIBITION AGAINST STRIKES**

There shall not be any strike action of any type engaged in, or encouraged by the Union against the Board, nor shall there be any lockout by the Board. The Union will take affirmative steps to discourage and prevent strike action against the Board by its members.



#### **ARTICLE IV: UNIT REPRESENTATION**

In each unit or units, employees shall be represented by one unit representative who shall be a regular employee working in one of the units. The Union will furnish the Executive Staff Officer in charge of School Housing with the names of its authorized representatives, and such changes as may occur, from time to time, in such personnel, so that the employer may at all times be advised as to the authority of the individual representative of the Union with which it may be dealing. The employer will, in return, through its Executive Staff Officer in charge of Housing, keep the Union advised as to its representatives.

#### **ARTICLE V: SPECIAL CONFERENCES**

- A. Special conferences for important matters will be arranged between the Local Union President and the Board or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Board and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda, and such conferences shall be held within seven (7) work days after the request is made. Conferences shall be held on a date mutually convenient to the parties between the hours of 9:00 a.m. and 4:00 p.m., unless some other time is mutually agreed upon. The members of the Union shall not lose time or pay for time spent in such special

conferences. These meetings may be attended by a representative of the Council.

- B. Upon timely request to do so, the Union representatives may meet on the date of the special conference at a place designated by the Board on the Board's property for at least one-half (1/2) hour immediately preceding the special conference.

#### **ARTICLE VI: GRIEVANCE PROCEDURE**

Should differences arise between the Board and the Union during the term of this Agreement as to the interpretation or application of the provisions of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

##### **SECTION 1: General**

- a. The designated steward or union officer who is directly involved in the grievance procedure shall not suffer any loss of pay when his investigation and processing of grievances requires his absence from his regular duties. The designated steward or union officer shall perform his duties without undue interference with his own job functions or the job functions of other employees. The steward or union officer shall not leave his job to conduct his duties as steward or union officer without first notifying his immediate supervisor of his whereabouts.
- b. The union may withdraw any grievance at any step of the grievance procedure. Once withdrawn, the grievance may not be reinstated.

## **SECTION 2: Presentation of Grievances**

### **STEP 1**

- a. An employee who believes he has a grievance or that any provision of this Agreement has been improperly applied or interpreted, may discuss his grievance with the appropriate administrator/supervisor or his designee with or without his steward or designated representative; the parties shall discuss the grievance in a friendly manner and will make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his unit representative or designee before any discussion with the administrator/supervisor.
- b. If the matter is not satisfactorily settled, a grievance may be submitted in written form by the steward or designated representative to the administrator/supervisor or his designee. The written grievance shall set forth the nature of the grievance, date of the matter complained of, identity of the employee(s) involved, and the provisions of this Agreement, if any, that the Union claims the Board has violated. The answer of the above referred to appropriate person shall include the result of his investigation of the grievance. Such answer shall be in writing and presented to the steward or designated representative within five (5) working days.

### **STEP 2**

If the answer of the appropriate administrator/supervisor or his designated representative is not acceptable to the Union, the Local Union President or his

designated representative may refer the grievance to District Council 25 for appeal, or appeal the grievance to the appropriate Executive Staff Officer of the Office of School Housing or his designated representative. The appropriate Executive Staff Officer of the Office of School Housing or his designated representative shall have five (5) working days to answer the grievance in writing and submit his answer to the Local Union President or his designated representatives; and a copy to District Council 25.

### **STEP 3**

If the grievance is not resolved at the previous step, the Union may, within seven (7) working days of receipt of the answer, appeal the grievance to the General Superintendent or his designated representative. The General Superintendent or his designated representative shall have seven (7) working days from the date of the receipt of such appeal to answer the grievance in writing and submit his answer to the Local Union President or his designated representative, with a copy to District Council 25.

### **STEP 4**

In the event the dispute is not settled at Step 3, if the Union so desires, the matter may be referred to the Appeal and Review Board within thirty (30) calendar days of receipt of the answer at Step 3. The Appeal and Review Board will consist of not more than five (5) and not less than three (3) Union members and not more than five (5) and not less than three (3) Board representatives.

This Appeal and Review Board will meet within fifteen (15) working days of receipt of grievances referred to this step. Within ten (10) days of its meeting, the Board shall submit to the Union the results of the meeting. In the event the answer

is not acceptable to the Union, it may be referred to arbitration within ten (10) working days from the date of the receipt of the answer of the Appeal and Review Board on the grievance. Any grievance not referred to arbitration within such period, shall be considered settled on the basis of the decision at Step 4.

#### **STEP 5: ARBITRATION**

Any unresolved grievance which relates to the interpretation or application of any special Article of this Agreement, which has been fully processed through Step 4 of the grievance procedure, may be submitted by the Union to arbitration. The parties shall attempt to select the arbitrator within fifteen (15) days of the decision to submit to arbitration. In the event the parties fail to agree upon an arbitrator, the selection of the arbitrator shall be made in accordance with the rules of the American Arbitration Association. The administrative charges of the American Arbitration Association and the fees and other charges of the arbitrator shall be shared equally by the Board and the Union. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings. There shall be no appeal from the arbitrator's decision. Such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Board. The arbitrator's powers shall be strictly limited to interpreting or applying the terms of this Agreement and he shall have no authority to change, amend, or modify any provision of this Agreement.

### **SECTION 3: Time Limit on Grievances**

Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.

Any grievance under this Agreement which is not filed in writing within twenty (20) working days after the transaction or occurrence which gives rise to the filing of the grievance, shall not be considered a grievance.

If the elements in the subject matter of the grievance lie within the jurisdiction of a specific Board department, e.g., Payroll, etc., the grievance steps may be shortened or eliminated to bring the grievance to that department's immediate attention, if mutually agreed to by the parties in writing.

Any grievance not appealed in writing from a decision in the first three (3) steps under the Grievance Procedure to the next step within seven (7) working days shall be considered settled on the basis of the last answer.

These time limits may be extended by mutual agreement by both parties in writing.

### **ARTICLE VII: COMPUTATION OF BACK WAGES**

- A. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate of pay.
- B. In computing the amount of back wages to be paid by the Board in settlement of any meritorious back wage claim, the Board may deduct an amount equal to the interim earnings of the employee from any source so that the earnings of the employee

during the back wage period will not exceed the earnings the employee would have received from the Board had he been employed at his regular rate of pay.

- C. In the event an employee in this bargaining unit receives wage or other payments to which he/she is not entitled, the Board agrees that except in unusual circumstances, it shall make arrangements with the employee for repayment to the Board in a manner which will minimize unusual hardship to such employee.

#### **ARTICLE VIII: SENIORITY - PROBATIONARY EMPLOYEES**

- A. Employees appointed to regular positions in the unit shall be considered probationary employees for the first six (6) months of employment. When an employee has satisfactorily completed the probationary period, he shall be entered on the seniority list of the unit and shall rank, for seniority purposes, from the effective date of his appointment. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except discharged and disciplined employees for other than Union activity.
- C. Seniority shall be on a bargaining unit basis in accordance with the employee's last date of appointment to a regular position in the bargaining unit.

#### **ARTICLE IX: SENIORITY LISTS**

- A. Seniority shall not be affected by the race, religion, sex, age, creed, marital status or

number of dependents of the employee.

- B. A seniority list as of the date of this Agreement will be supplied the Union. Said list will show the names and job titles of all employees of the bargaining unit entitled to seniority and will be posted in each work area.
- C. The Board will keep the seniority list up to date at all times and will provide the Local Union President with up-to-date copies every six (6) months.

#### **ARTICLE X: LOSS OF SENIORITY**

- A. An employee shall lose his seniority for the following reasons only:
  - 1. He quits.
  - 2. He is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.
  - 3. He is absent for five (5) consecutive working days without notifying the Board. The Board may consider and make exception to this rule in appropriate cases. After such absence, the Board will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the grievance procedure.
  - 4. If he does not return to work when recalled from lay-off as set forth in the Recall Procedure in Article XIV of this Agreement.
  - 5. He retires under the terms of any retirement program.



- B.** An employee's seniority shall remain but not accrue during absence for the following reasons:
1. On leave of absence for personal business for more than four (4) weeks.
  2. On leave of absence for government service.
  3. On leave of absence for maternity not chargeable to sick leave.
- C.** An employee's seniority will continue as if working if he is absent for:
1. Illness Leave
  2. Military Leave
  3. Study Leave
  4. Professional Service Leave

#### **ARTICLE XI: SENIORITY OF SECTION REPRESENTATIVES**

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

#### **ARTICLE XII: SENIORITY OF OFFICERS**

- A.** In the event lay-off is necessary, notwithstanding their actual seniority, the following local union officers, in the order in which their offices are listed below, shall continue to work in their group classification provided there is work available in their group classification which they can perform and are willing to perform:

**President**

**Treasurer**

**Recording Secretary**

- B.** The right of the above officers to be retained is superior to the rights of Section Representatives set forth in Article XI above.

**ARTICLE XIII: LAY-OFF DEFINED**

- A.** The word "lay-off" means a reduction in the working force due to a decrease in the work or lack of funds.
- B.** If it becomes necessary for a lay-off, the following procedure will be used: Temporary employees will be laid off first. Probationary employees will then be laid off on a unit-wide basis. Seniority employees will be laid off according to seniority, as defined in Article VIII through XII and ability to do the remaining work. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for special conference; and if not resolved, it shall then be subjected to the Appeal Board step of the grievance procedure.
- C.** Except in emergency situations, the employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of lay-off. The Local President shall receive a list from the Board of the employees being laid off on the same date the notices are issued to the employees.

#### **ARTICLE XIV: RECALL PROCEDURE**

When the work force is increased after a layoff, employees' will be recalled according to seniority as defined in Articles VIII through XII. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice or recall, he shall be considered to have quit; exceptions may be made in special circumstances.

#### **ARTICLE XV: TRANSFERS**

- A. If an employee is transferred to a position not in the bargaining unit and is thereafter transferred to a position within the bargaining unit, he shall return to the bargaining unit with full seniority rights and benefits, including the seniority he would have accumulated had he not been transferred out of the bargaining unit.
- B. If and when operations or divisions or fractions thereof are transferred from one location to another, employees affected will be given the opportunity to transfer within their classifications (to the new location) on the basis of seniority, desire and ability.
- C. Any movement of work not covered in Article XV, A and B, shall be discussed with the Union in order to provide for the protection of the seniority of the employees involved.
- D. In the event of a vacancy or a newly-created position, present employees shall be given the opportunity to transfer on the basis of seniority and the ability to perform the work of the new position. In such cases, all vacancies and newly-created positions

shall be posted in a conspicuous place where members of the bargaining unit are employed at least seven (7) work days prior to the filling of such vacancy or newly-created position with a copy given to the Local Union President or his designated representative. Upon request of the Union, the Employer will give a written explanation to the Union of the reasons a vacancy or newly-created position was filled by an employee with less seniority than others who applied.

**ARTICLE XVI: JOB OPENINGS WITHIN THE BARGAINING UNIT**

- A. In the event of a job opening, notice of qualifications, duties, and salary shall be posted on the Union bulletin boards and a copy given to the Local Union President.
- B. Each employee interested in such a job opening shall have a minimum of ten (10) working days to submit, in writing to the Employer, his request for consideration for said position. In appropriate cases, exceptions shall be made.
- C. Job openings shall be filled on the basis of competence, the qualifications for the position as defined in the job description and seniority.
- D. Upon request of the Union, the Employer will give a written explanation to the Union as to the reasons a job opening was filled by an employee with less seniority than others who applied.
- E. In the event the Board cannot fill the job opening in accordance with the above, they shall have the right to advertise for that position outside the bargaining unit.
- F. Every effort shall be made to include a majority of personnel committee members knowledgeable in the specified technical areas when employees of this bargaining unit

have applied for advertised positions.

#### **ARTICLE XVII: PERFORMANCE REVIEW SYSTEM**

The purpose of the Performance Review System is to improve the efficiency of the staff of the Detroit Public Schools. All members of the AFSCME, Local 2176 bargaining unit shall participate in the review system.

1. The administrator responsible for direction and supervision of the bargaining unit members shall be responsible for the evaluation of these individuals. Each bargaining unit member shall be evaluated at least once a year by his/her immediate administrative supervisor. The administrative supervisor may designate another professionally qualified person to make the evaluation(s) provided written notification of the designee is given to the bargaining unit member by the fourth Friday of the fiscal year. In the event of emergency or re-assignment situations that prevent written notification by the aforementioned date, such notification shall be given as soon as practicable.
2. At the beginning of the fiscal year, bargaining unit members shall develop a plan based upon the following elements:
  - a. **Goals and Objectives**

Bargaining unit members shall write statements of intent based upon the following:

    - (1) **Unit's goals, objectives and budget.**
    - (2) **His/Her position description.**

(3) **Identification of one or more self-growth areas.**

Each bargaining unit member with the assistance of his immediate administrative supervisor shall prioritize his objectives.

b. **Performance Standards**

Each bargaining unit member shall determine performance standards for each of his objectives. The standards will be stated in measurable terms. The administrative supervisor shall present each bargaining unit member under their direction with written examples of measurable performance standards.

c. **Evidence**

Each bargaining unit member will consider the evidence that will be collected and presented at the time of the annual performance review to indicate whether the performance standards have been met for each objective.

3. The bargaining unit member to be evaluated will submit a written plan to his immediate administrative supervisor at the initial meeting. The immediate administrative supervisor may involve other administrative staff members in the review of the plan submitted prior to granting his approval.
4. Bargaining unit members transferred or newly assigned during the fiscal year shall be required to participate to the extent possible in the review system in the new assignment.
5. The immediate administrative supervisor shall recommend to the bargaining unit member modification of objectives, modification of performance standards, and

additional ways to gather evidence. Revisions of the plan will be mutually agreed upon by the supervisor and the bargaining unit member. If mutual agreement cannot be reached, the matter may become the subject of a special conference. The parties shall sign to indicate acceptance of the total plan.

6. A separate midyear conference will be held for each bargaining unit member and his/her immediate administrative supervisor for the purpose of checking on progress and alerting both the immediate administrative supervisor and the bargaining unit member to any specific problems. If a below-target rating of a bargaining unit member is being contemplated, the immediate administrative supervisor shall provide the bargaining unit member with written notice twenty (20) working days prior to filing of below-target performance in measurable terms. If the bargaining unit member corrects the specified problems within twenty (20) working days, below-target rating shall not be filed in those specified areas.
7. The Official Performance Review shall be conducted at the end of the fiscal year for bargaining unit members. The bargaining unit member on this occasion shall present in written form evidence of attainment of the performance standards for the objectives, and/or why any of the performance standards could not be attained. The immediate administrative supervisor shall measure the bargaining unit member's achievement results against the written objectives formulated and agreed to earlier in the year according to the level of performance attained (on-target, over-target or below-target). The level of performance attained shall be based on the following:

- a. If the bargaining unit employee has met all of the specified performance standards, the performance attained shall be over-target.
- b. If the bargaining unit employee had met a majority of the specified performance standards, the performance attained shall be on-target.
- c. If the bargaining unit employee has met one-half or less of the specified performance standards, the performance attained shall be below-target.

Before the issuance of the performance rating, the immediate administrative supervisor shall take into consideration extenuating circumstances and changes in priority that may have occurred during the fiscal year.

The immediate administrative supervisor shall identify in writing strengths and areas needing improvement. Judgements relating to the quality of the overall performance will be made by the immediate administrative supervisor and communicated to the bargaining unit member in writing. That report shall also include suggestions for training or special actions to improve the future performance of the bargaining unit member. A copy of the report will be placed in the bargaining unit member's personnel file.

In the event the immediate administrative supervisor determines that any bargaining unit member has performed at below-target levels, a conference shall be scheduled with the office or division head to determine if further action will be taken. If such action results in re-assignment, probation, or disciplinary action, it may be subject to the Grievance Procedure.



**ARTICLE XVIII: DISCHARGE - SUSPENSION**

- A. The Board agrees, promptly upon the discharge or suspension of an employee, to notify the Local Union President or his designated representative and to confirm in writing within five (5) days.
- B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with a duly designated Union representative; and the Board will make available an area where he may do so. Upon request, the Board or its designated representative will discuss the discharge or suspension with the employee and the Union representative.
- C. Should the discharged or suspended employee or the Section Representative consider the discharge or suspension to be improper, a complaint shall be presented in writing through the Section Representative to the Board within two (2) regular scheduled working days of the notification to the Union of discharge or suspension. The Board will review the discharge or suspension and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to Step 2 of the Grievance Procedure.

**ARTICLE XIX: JOB CLASSIFICATIONS AND SPECIFICATIONS**

**A. Title Conversion:**

It is agreed that the work classifications shall be realigned and redefined in the following configuration:

1. New Title: DRAFTING TECHNICIAN I

Prior Title: DRAFTSPERSON

2. **Engineering Assistants:**

New Title: ENGINEERING ASSISTANT 1

Prior Title: ASSISTANT OR JUNIOR ENGINEER

New Title: ENGINEERING ASSISTANT 2

Prior Title: SENIOR ASSISTANT

New Title: ENGINEERING ASSISTANT 3

Prior Title: ASSOCIATE

New Title: ENGINEERING ASSISTANT 4

Prior Title: SENIOR ASSOCIATE

**B. Criteria for Advancing in Classifications:**

1. The employee shall move from his/her present classification when he/she has completed the necessary educational requirements. For example, to move from Drafting Technician to Engineering Assistant 1, the person shall have earned thirty (30) semester hours.
2. To achieve the levels as delineated an employee must:
  - a. Present a transcript from an institution of higher education accredited

by the North Central Association of Colleges and Secondary Schools or equivalent which will serve as evidence that the employee has earned college-level credits.

- b. In a regionally accredited institution.
- c. In a baccalaureate program accredited by the appropriate professional association, for that architectural/engineering discipline in which he/she is employed by the Detroit Public Schools.
- d. Have maintained minimum "C" average.
  - (1) **Engineering Assistant 1:** To reach this level, a person must have earned a minimum of thirty (30) semester hours - or forty-five (45) quarter hours of academic credit at a college/university program that meet the standards as described above in this section.
  - (2) **Engineering Assistant 2:** To reach this level a person must have earned a minimum of sixty (60) semester hours - or ninety (90) quarter hours of academic credit at a college/university program that meet the standards as described above in this section.
  - (3) **Engineering Assistant 3:** To reach this level, a person must have earned a minimum of ninety (90) semester hours or one hundred thirty-five (135) quarter hours of academic credit at a college/university program that meet the standards as described above in this section.

(4) **Engineering Assistant 4:** Must possess a minimum of a baccalaureate degree in the appropriate engineering discipline which was earned at an institution of higher education accredited by the North Central Association of Colleges and Secondary Schools (NCACSS) or equivalent Regional Accrediting Association.

(a) Must have a minimum of four (4) years of experience, subsequent to earning their degree.

C. It is agreed that the Letter of Agreement dated January 5, 1987, is declared null and void and is withdrawn with prejudice.

The position of Assistant Superintendent/Associate Mechanical Engineer (combustion) shall not be represented by Local 2176. The position of Superintendent/Senior Associate Mechanical Engineer (combustion) shall not be represented by Local 2176 after Mr. Stewart Nantau leaves said position.

D. It is agreed that two (2) additional positions shall be represented by Local 2176.

#### **ARTICLE XX: ABSENCE REPORTING**

When it is necessary for an employee to be absent from work, the employee shall notify the Office of Architectural and Engineering Services or the person designated by administration, by the time established, of his or her intent to be absent. The absent

employee should notify the above office/person of his or her intention to return to work by 3:30 p.m. on the day preceding his/her actual return to work.

**ARTICLE XXI: LEAVE POLICY**

**A.** Unpaid leaves such as personal business, illness, etc., shall be maintained as presently administered. (Form 4043)

**B.** **Statement of Policy for Maternity**

The intent of this Board statement of policy is to establish personnel practices and conditions concerning maternity.

Absences from work which are associated with pregnancy, childbirth, and childcare shall be subject to the respective regular Board provisions as applicable, for approved illness absence, Leave of Absence for illness (without pay because sick bank is exhausted), approved absence without pay, or Leave of Absence for Personal Business (except as specifically otherwise provided in this Statement of Policy).

Since continuing to work, disability absence, and return to work are predicated on medical conditions, the failure of a pregnant employee to give required notice and submit the required medical evaluations and/or certifications from her physician shall be cause, at the discretion of the Board, after ten (10) days' notice, to place the employee on Leave of Absence for Personal Business.

**1.** **Requirements 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 for 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 fulfill 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) With 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 newborn or newly-adopted child. Such leave of absence is subject to the regular provisions for 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 Illness, 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.
- C. All regular full-time Board of Education employees are allowed a definite number of days in each fiscal year during which they may be absent without loss of pay when the absence is due to (1) personal illness or (2) specified emergency type of non-illness absences.



1. This sick leave shall accumulate in a single bank at the rate of seventeen (17) days per year until two hundred (200) days have been accumulated.
2. When an employee's bank has reached the maximum of two hundred (200) days, there shall be established a "Catastrophe Bank" into which all days over the maximum shall be placed. When an employee has an illness/disability which extends more than six (6) months or exhausts his regular sick bank, whichever comes first, the employee may then draw from the "Catastrophe Bank" to the extent he has made contribution to said bank. (The employer may require medical evidence of the illness/disability.)
3. Probationary employees shall start with a bank of twelve (12) sick days. With a promissory note, they may borrow up to five (5) additional sick days for extended illness, to be deducted at the beginning of the following fiscal year.
4. Employees who have completed their probationary period and exhaust their sick bank may borrow up to ten (10) days with a promissory note. These days will be deducted at the beginning of the following fiscal year.
5. An employee who terminates employment shall repay the school system the amount owed for sick leave days advanced under the above policy.
6. The word "days" used in this Article shall mean work days and not consecutive days, that is normal off days. Saturday, Sunday, and holidays are not counted as part of limits.
7. Immediate family will include husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and

any other relative or non-relative living and making his home in the household of the employee.

8. After eleven (11) consecutive days of sick leave, an employee must furnish a statement from his physician on Form 432, Release Pay Check: Physician's Certificate, in order to secure his next pay check. This form may be secured, for use by the employee's own physician, from the employee's department or from the Medical Office.
9. 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 from the department head. If sufficient evidence of continued illness is not obtainable by other means, the employee may be asked to have a medical examination by the Board of Education's medical examiner.
10. If an employee is unable to return to work on the Monday following the consecutive work weeks of sick leave, he must present Form 431, Return to Employment: Physician's Certificate, from his physician. This form may be secured from the employee's department, or from the Medical Office. The employee may be required to have a medical examination by a Board of Education's medical examiner.
11. When an employee resigns, he shall forfeit his sick leave bank. Upon re-assignment, the employee will be treated as if he were a new employee.
12. Upon return to work after a leave of absence or disability retirement, the

employee's sick leave bank becomes available again.

13. Upon retirement, an employee shall be paid an amount not to exceed one-half (1/2) his unused sick leave days, with a maximum allowance of thirty (30) days with pay.

14. **Absences Chargeable to Sick Leave are as follows:**

- a. All absences due to illness of employee.
- b. Up to five (5) days for each death in the immediate family.
- c. Time actually required to attend and return from funeral other than those members of the immediate family.
- d. Up to two (2) days for personal business which does not fall into designated categories, but which cannot be conducted at any other time.
- e. Absences to attend wedding of member of the immediate family.
- f. Up to five (5) days for employee's own wedding.
- g. Absence caused by exposure to contagious diseases in the immediate family where employee, though not ill himself, is required by the Board of Health to be absent from work.
- h. Absence to provide necessary care for a member of the immediate family where no other arrangements are possible.
- i. Absence because of required court appearances as evidenced by subpoena, court summons or a written request from the Accident Prevention Bureau.
- j. Absence due to catastrophes resulting from fire, floods, tornadoes, etc., which make it impossible for employee to report for duty.
- k. Up to five (5) days for the required observance of a recognized

religious denomination.

- l. Convalescence outside of town if recommended by one's own physician and approved in advance by the Board's medical examiner.
- m. Extent necessary to maintain the employee's regular biweekly gross earnings during absence involving compensation under the State of Michigan Compensation Law.

15. Employees able to anticipate non-illness absence chargeable to Sick Leave (such as their own weddings, military reserve training periods, college graduation) must take application in advance on Personnel Form 4132, Request For Approved Absence With Pay.

**ARTICLE XXII: VACATION AND HOLIDAYS**

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

Vacation credits shall accrue at the following rates, effective July 1, 1983:

<b><u>LENGTH OF BOARD SERVICE</u></b>	<b><u>VACATION NOT TO EXCEED</u></b>	<b><u>FORMULA</u></b>
0 - 1 year	- 1 week	.19 biweekly pay period
1 - 5 years	- 2 weeks	.38 biweekly pay period
6 -10 years	- 3 weeks	.57 biweekly pay period
11 -19 years	- 4 weeks	.77 biweekly pay period
20+ years	- 5 weeks	.96 biweekly pay period

Vacation may not be taken until after sixteen (16) weeks of employment. Vacation must be taken during the year earned, or in the following year. Upon termination

of employment, the employee who has worked more than sixteen (16) weeks shall be paid his accrued vacation.

- B.** Those employees presently receiving more than one or two weeks of vacation will not be adversely affected due to the change in the above formula.
- C.** 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 a holiday.
- D.** Employees in the bargaining unit with fifteen (15) or more years seniority or two hundred (200) days in their sick banks, shall be eligible for bonus vacation days based upon unused sick leave in the following manner:

If at the end of the fiscal year, the employee has fourteen (14) or more unused sick days, he shall receive three (3) additional vacation days with pay. If at the end of the fiscal year, the employee has twelve (12) or thirteen (13) unused sick days, he shall receive two (2) additional vacation days with pay. If at the end of the fiscal year, the employee has nine (9), ten (10) or eleven (11) unused sick days, he shall receive one (1) additional vacation day with pay. All calculations shall be made on June 30.

**ARTICLE XXIII: VACATION PERIOD**

- A. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees, the employees' seniority and the efficient operation of the department concerned.
- B. Vacations may be taken in a period of consecutive days. Vacations may be split into one (1) or more weeks, provided such scheduling does not unreasonably interfere with operations. Requests for vacation of less than one-half (1/2) day may not always be approved.
- C. When a holiday is observed by the Board during a scheduled vacation, vacation will be extended one (1) day continuous with the vacation.
- D. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled.
- E. An employee will not lose vacation credit if his vacation is delayed or otherwise rescheduled at the request of the division in which he is employed.

**ARTICLE XXIV: HOSPITAL, DENTAL, OPTICAL AND LIFE INSURANCE**

- A. Effective October 6, 1980, the Board shall provide fully subsidized health insurance to bargaining unit members and their families.
- B. Effective March 1, 1984, bargaining unit members shall be provided a \$3.00 co-pay Prescription Drug Rider to their health insurance benefits.
- C. Effective October 6, 1981, dental insurance will be fully subsidized by the Board for members only.

As of October 6, 1984, the dental insurance program shall provide full family coverage.

- D. Effective March 1, 1984, the Board shall also improve the present life insurance coverage of \$10,000 to \$15,000.
- E. Effective October 1, 1987, the Board shall provide full family optical coverage for all bargaining unit members.
- F. **Health Care:** The Board and the Union agree to study alternative health care plans and/or delivery systems which facilitate cost containment and savings to the Board. Changes to the Board's medical plans which require union approval, if adopted, will be audited for costs savings associated with the new plan. The Board agrees to share 50 percent of the savings experienced in the 1992-93 and 1993-94 fiscal periods with the union in the form of a cash bonus paid to each employee based on the amount of savings experienced.

Upon approval of this contract, the parties will meet to develop the details of the plan.

- G. **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 open enrollment October, 1995, the Opt-out payment will be increased from \$900 to \$1200.

#### **ARTICLE XXV: BONUSES AND WAGES**

- A. Effective October 1, 1994, all bargaining unit members shall receive a three percent (3%) wage increase.
- B. Effective October 1, 1995, all bargaining unit members shall receive a three percent (3%) wage increase.
- C. Effective October 1, 1996, all bargaining unit members shall receive a three percent (3%) wage increase.

#### **ARTICLE XXVI: POSTING OF UNION NOTICES AND NOTICES TO UNION**

- A. Copies of all directives affecting employees within the jurisdiction of the Union shall be sent to the Union.
- B. Copies of all personnel actions (promotions, transfers, demotions, lay-off, discipline or discharge) shall be sent to the employee and the Union. It is understood by the parties that any information which would be considered confidential under state law will be deleted from official copies of personnel actions sent to the Union.
- C. The Board will supply the Union with a list of the names, classifications and job locations of new employees.



D. All the above actions will be accomplished promptly.

**ARTICLE XXVII: UNION MEMBERSHIP AND AGENCY SHOP**

**A. Union Membership**

1. Employees covered by this Agreement at the time it becomes effective and who at that time are members of the Union, shall be required, as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
2. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be deemed to meet the conditions of this section.
3. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.
4. The Board shall be notified in writing by the Union of any member who is sixty (60) days in arrears in payment of membership dues.
5. The Board shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount of fees for payment of Union dues and/or initiation fees.
6. Such fees, accompanied by a list of employees from whom they have been deducted and the amount, shall be forwarded to the Union no later than forty (40) days after the deductions have been made.

7. The Union will notify the Board forty (40) days prior to any change in such dues and/or initiation fees.

**B. Agency Shop**

1. 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 date of hire by the Board become members or in the alternative, shall within sixty (60) days of their date of hire by the Board, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members.
2. An employee, who shall tender or authorize the deduction of membership dues (or fees) uniformly required as a condition or 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).
3. 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).
4. 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.
5. 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 and employees for any

monetary award arising out of such litigation.

#### **ARTICLE XXVIII: REGISTRATION EXAMINATIONS**

Absences for State of Michigan registration examinations as established by the Department of Licensing and Regulation, for Architects, Professional Engineers and Land Surveyors, shall be chargeable to personal business leave days. It shall be the responsibility of the employee to request permission of his unit head at least five days before the date of such examination and to present evidence of the scheduling and completion of said examination.

#### **ARTICLE XXIX: EMERGENCY ASSIGNMENT**

The assignment of employees to work stations, including duties and units shall be consistent with their job titles and other articles in this contract. It is acknowledged that conditions of an emergency nature may dictate the use of such employees in a temporary role outside of their classification and unit. Emergency assignments shall be construed to be those assignments which are necessitated beyond the control of management and which cannot be anticipated or planned for in the normal course of departmental operations. When an employee in the bargaining unit is asked or required to fill a position which carries a higher wage classification for a period of forty-five (45) days or more, the employee shall be paid at the beginning rate of the higher classification, retroactively to the first day of work in the higher classification.

Any condition which would require an individual(s) to work out of classification for ninety (90) calendar days is not an emergency and that position shall be filled according to the contract.

Any condition which would require an individual(s) to work in another section for six (6) months is not an emergency and that transfer shall be completed per contract requirements.

**ARTICLE XXX: OVERTIME ASSIGNMENTS**

- A. Time and one-half shall be paid for all hours worked beyond the normal work day and for all hours worked on Saturday. Double time shall be paid for all hours worked on Sundays and holidays.
- B. 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 rate for the actual time worked or for a minimum of four (4) hours at straight time, whichever is greater.
- C. The Local Union President or his designated representative shall be notified of all overtime assignments.

**ARTICLE XXXI: RETIREMENT**

- A. Retirement from Board service shall be mandatory for employees on July 1, following their seventieth (70) birthday. However, earlier retirement benefits shall be possible, pursuant to the rule of the Employees' Retirement System. All members in the unit shall automatically become members of the Employees' Retirement System.

- B. Effective July 1, 1977, the Board will pay the 5% retirement contribution of the employee to the State of Michigan Retirement System.

**ARTICLE XXXII: LONGEVITY**

The present longevity and 30-year bonus payments shall continue to be in effect. The longevity payment is paid in one lump sum in December of each year. The 30-year bonus payment is a lump sum paid each December on a special payroll.

**ARTICLE XXXIII: HOURS OF WORK**

- A. Regular working hours for full-time members of this bargaining unit shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday, except as hereinafter provided.
- B. Summer hours in all offices shall be 8:15 a.m. to 4:00 p.m., Monday through Friday for the period beginning July 1, through and including August 31, as previously authorized by the Office of the General Superintendent.

**ARTICLE XXXIV: EMPOWERED SCHOOLS**

The Union and the Board are committed to creating empowered schools which will assure maximum choice, success and rewards for students, parents and all employees.

In this regard, an empowered school shall have the authority to develop policy that affects terms or conditions of employment which may deviate from contract provisions governing non-empowered schools; provided that such changes are approved by the Local School Empowerment Council (LSEC) and a majority of the affected employees in the

empowered school.

**ARTICLE XXXV: PERSONAL PROPERTY LOSS DUE TO THEFT OR MALICIOUS DAMAGE**

A fund in the amount of \$1,000 shall be established for which members of the bargaining unit may be reimbursed for approved claims in an amount not to exceed \$100 for personal property loss due to theft or malicious damage of tools and equipment. This provision applies only to such tools and equipment owned by the employee and identified by the department head as being essential to the job performance of the employee.

**ARTICLE XXXVI: CONTRACTUAL WORK**

The right of contracting or sub-contracting is the right of the Board. However, the right to contract or sub-contract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members by means of lay-off of any permanent employee while at the same time entering into new contracts or sub-contracts of work which has previously been performed by employees covered by this Agreement.

The Board shall have the right to contract or sub-contract professional design work when it is determined by the Office of School Housing that the professional in-house capabilities cannot perform the work, or that the work can be performed more efficiently and less expensively by contracting/sub-contracting.

**ARTICLE XXXVII: SHORT-TERM COURSES**

The Board shall, within budgetary limits, continue its practice of paying the costs for those employees selected by the Board to attend short-term courses dealing with new and innovative ideas and practices in construction, modernization and engineering.

**ARTICLE XXXVIII: CO-OP PROGRAM**

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 XXXIX: GENERAL**

A. 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 provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative and the parties agree to negotiate any such provision; however, all other provisions of this Agreement shall continue in effect.

**B.** The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States, except as limited by this Agreement. The Board agrees, however, that except as to those working conditions incorporated in this Agreement (which may be changed only by mutual consent), no change in present working conditions which have been set forth in writing in (a) Board of Education Proceedings, (b) the Administrative Handbook or (c) Teachers Bulletin #4 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 notifications and consultation is not feasible.

#### **ARTICLE XL: MILEAGE**

Effective March 1, 1992, mileage allowance per mile shall be twenty-seven point five cents (27.5¢) for a maximum of seven hundred (700) miles per calendar month per employee.

#### **ARTICLE XLI: RESIDENCY**

All members new to the bargaining unit shall establish and maintain residency within



the limits of the City of Detroit as a condition of employment. Upon promotion into another bargaining unit or entry into another bargaining unit, individuals in this unit shall be subject to the applicable Agreement.

**ARTICLE XLII: CHANGE AND TERMINATION**

This Agreement shall remain in full force and effect until 11:59 p.m., September 30, 1997, and thereafter shall continue in force from year to year, unless either party hereto shall notify the other in writing at least ninety (90) days prior to the end of the current term, or as the case may be ninety (90) days prior to the end of any additional contract year, of an intention to make changes in or terminate this Agreement. Such written notice shall be sent by certified mail.

FOR LOCAL 2176, DISTRICT  
COUNCIL 25, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO:

Tony Dawkins

DATED: 12-19-95

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

Chick Walker  
Gordon J. Anderson

DATED: \_\_\_\_\_

Approved and adopted by action of the Board of Education on June 27, 1995.

BY: Robert M. Boyce  
HON. ROBERT M. BOYCE  
PRESIDENT  
BOARD OF EDUCATION

BY: Kathleen Smith  
KATHLEEN SMITH, Ed.D.  
SECRETARY OF THE BOARD

DETROIT PUBLIC SCHOOLS 1994 - 95 SALARY SCHEDULE K  
PROFESSIONAL ENGINEERS

Pay Class Code	Position Code	Description	Rates Effective 10/1/94						Annual Rates		
			Daily Rates		Biweekly Rates		Minimum	Maximum	Minimum	Maximum	Increment
			Minimum	Maximum	Increment	Minimum	Maximum	Increment	Minimum	Maximum	Increment
K010	770	Engineering Assistant I	\$113,5594	\$121,3623	\$1,8798	\$1,135,59	\$1,213,62	\$18,80	\$29,607	\$31,641	\$490
K020	171	Engineering Assistant II	125,2506	142,7703	1,8798	1,252,51	1,427,70	18,80	32,655	37,222	490
K040	173	Engineering Assistant IV	167,8811	177,5872	2,1477	1,678,81	1,775,87	21,48	43,769	46,299	560
3540	204	Arch. Engineer, Head	203,0797	258,1254	10,8722	2,030,80	2,581,25	108,72	52,946	67,297	2,830
3500	187	Drafting Technician I	104,5323	107,3411	1,2540	1,045,32	1,073,41	12,54	27,253	27,985	320
K030	172	Engineering Assistant III	147,2085	160,0509	2,1477	1,472,09	1,600,51	21,48	38,379	41,728	560
3600	208	Elect. Engineer, Junior	107,8254	109,6829	1,2540	1,078,25	1,096,83	12,54	28,112	28,596	320
3590	007	Elect. Engineer, Head	203,0797	258,1254	10,8722	2,030,80	2,581,25	108,72	52,946	67,297	2,830
3670	235	Mech. Engineer, Head	203,0797	258,1254	10,8722	2,030,80	2,581,25	108,72	52,946	67,297	2,830
(1) 8910	234	Mech. Engineer, Sr. Assoc. - Addtl Work									\$22,1739 Hourly

NOTES

(1) A selected Senior Associate Mechanical Engineer is eligible for additional compensation for after-hour emergency calls for a maximum of two hours per day, six days per week.

Longevity - Regular and ESRP employees are eligible for the following salary adjustment paid each December following completion of eleven (11) years of Board Service:

Weeks	Annual Rate
52	\$180



