

6/30/91

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**

<FOREPERSONS>

JULY 1, 1988 -- JUNE 30, 1991

Detroit Public Schools

INDUSTRIAL AND LABOR
RELATIONS
DEPARTMENT OF LABOR

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A G R E E M E N T

This Agreement is effective the first day of July, 1988 (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 the Detroit Board of Education Forepersons listed in Appendix "A".

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 on June 24, 1969, the Board recognizes the Council as the sole and exclusive bargaining representative of its Forepersons listed in Appendix "A", all of whom are hereinafter referred to as "Employees".

ARTICLE II -- RESIDENCY

Effective April 11, 1979, 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 Forepersons unit who, without a break in Detroit Board of Education service, is reclassified to the position of Journeyperson will not be considered a member new to the Journeyperson unit for purposes of residency.

ARTICLE III -- WORKING RULES

- A. The Board and the Council shall develop reasonable working rules pursuant to which all employees in the unit shall perform their assigned functions.
- B. The regular work week is Monday through Friday. Regular work days are Monday, Tuesday, Wednesday, Thursday, and Friday. Regular work hours are 7:30 a.m. to 4:00 p.m. on any of the regular work days; but the Board and each craft union, by mutual agreement, may establish other regular work hours consistent with the regular work hours of a particular craft as negotiated by the Council or the craft union with the contractors of the area.
- C. Forepersons in this unit who carry "beepers" shall be required to punch in on MARS only at the beginning and end of the working day.

ARTICLE IV -- GRIEVANCE PROCEDURE

- A. Any grievance under this Agreement which is not filed in writing by the employee involved in individual grievances or by the steward or designated representative in cases in-

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

- B. If the grievance is not resolved in the manner set forth above, the Business Agent shall submit, within 3 to 5 days, the grievance, in writing, to the Divisional Director of School Housing, who shall answer said grievance in writing, within 3 to 5 days, following receipt thereof.
- C. If the grievance is not resolved in the manner set forth above, the Building Trades Council shall submit, within 3 to 5 days, in writing, an appeal of said grievance to the Assistant Superintendent of School Housing, who shall answer the grievance in writing, within 3 to 5 days following receipt thereof.
- D. If the grievance is not resolved in the manner set forth above, the Building Trades Council, within 7 to 10 days, shall submit in writing, an appeal of said grievance to the General Superintendent of Schools or his designee.
- E. 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.

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

ARTICLE V -- EQUAL EMPLOYMENT OPPORTUNITY

The Board and the Council (and its affiliated local unions) agree to a policy of equal employment opportunity for all persons in all phases of Board employment, the Council and its affiliated local unions pledge that there shall be no discrimination in any manner whatsoever against any individual because of the sex, race, color, religion, national origin, or ancestry.

ARTICLE VI -- SENIORITY

- A. Seniority is defined as the length of an employee's service in a craft or department with the Board.
- B. 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 VII -- 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 IIIIV -- WAGES

Building Trades Forepersons

A. The parties agree that the Board shall deduct one (1) day's pay from five (5) of the pay periods beginning with pay period 22 on the 1984-85 pay calendar.

The Board shall repay such deducted pay by making five (5) days' pay, at the then current prevailing salary rates, as follows, whichever occurs first:

1. Beginning with the fiscal year 1985-86, on the first pay date in December of each of the five (5) consecutive fiscal years, one day's deferred payment shall be paid the bargaining unit member.
2. Upon permanent separation of bargaining unit members from employment with the Board, the balance of the deferred pay then owing shall be made.

In the event that there are new hires into the unit, they shall participate in the loss of pay for the five (5) days which fall between pay period 22 and 26 in the 1984-85 to the extent possible. That participation shall be credited on a pro-rated basis.

B. Wages for Forepersons who supervise Journeypersons in the Building Trades area shall be retroactive to the first full pay period of July, 1988. Forepersons shall be paid the following amounts above the Journeypersons they supervise:

Trade Foreperson	55¢ Per Hour
Sub-Foreperson	70¢ Per Hour
Assistant Foreperson	85¢ Per Hour

C. Wages for Site Management Forepersons shall be as follows:

Effective August 25, 1984, the hourly rate for the following Site Management classifications will be increased or maintained in the following manner:

Laborer Forepersons --

\$.15 above the Wire Guard Fence Worker.

Assistant Forepersons, Landscape --

\$.30 above the Teamster Welder.

Assistant Forepersons, Wire Guard Fence Worker --

\$.30 above the Teamster Welder.

Assistant Forepersons, Licensed Drain Layer --

Maintain \$1.00 differential above Assistant Forepersons, Landscape rate.

Assistant Forepersons, General-Landscape --

\$.50 above the Assistant Foreperson, Licensed Drain Layer.

Sub-Forepersons, Landscape --

\$.30 above Laborer Foreperson.

Subsequent wages for Forepersons in the Site Management Department shall be increased by the same dollar amount and at the same time as increases are granted to employees in this department represented by Teamsters, Local 214.

E. Overtime

Forepersons who are called in to work weekends, holidays, or after the end of the regular working day shall be paid time and a half the rate of pay for actual time worked or a minimum of four (4) hours straight time, whichever is greater. This provision does not apply to continuous overtime hours worked prior to or after the regular day.

ARTICLE IX -- FRINGE BENEFITS

A. Sick Leave Bank

An illness bank of seventeen (17) days per year will continue consistent with the established past practice for Forepersons who supervise Journeypersons in the Building Trades.

Illness banks for Forepersons in the Site Management Department will be maintained and remain the same as Teamsters under Site Management supervision.

B. Vacation

Each employee in the bargaining unit shall earn vacation at the rate of three (3) weeks per fiscal year, except those employees who have completed twenty-five (25) years of

service with the Detroit Board of Education. Such individuals shall earn vacation at the rate of four (4) weeks per fiscal year.

Effective May 6, 1985, Forepersons who supervise Journeypersons in the Building Trades shall receive vacation as follows:

0 - 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

Vacation for Forepersons in the Site Management Department will be maintained and remain the same as Teamsters under Site Management Supervision.

C. Holidays

Effective May 6, 1985, Forepersons who supervise Journeypersons in the Building Trades shall receive the following holidays with pay: Independence Day, Labor Day, Veteran's Day (afternoon only), Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Good Friday, Memorial Day, and Martin Luther King's Birthday. If the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

D. Health Insurance

The Board shall fully subsidize full-family health insurance coverage for Building Trades Forepersons, effective June 6, 1979.

Effective May 6, 1985, Forepersons who supervise Journeypersons in the Building Trades shall receive a \$3.00 Co-pay Prescription Rider.

Forepersons in the Site Management Department shall receive the same health insurance benefits as granted to employees in this department represented by Teamsters, Local 214.

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 predetermined and monitored for those hospital admissions that are approved. Hospital stay can be extended when medically necessary.

E. Dental Insurance

Effective May 6, 1985, the Board shall provide Forepersons who supervise Journeypersons and Forepersons in the Site Management Department full subsidy dental insurance, up to and including full-family coverage, under the current Delta Dental Plan. The employee must fill out the necessary application form in order to be covered.

F. Optical Insurance

Effective January 1, 1987, the Board shall provide a full-family optical program for all bargaining unit members. The Board shall select the carrier/carriers.

G. Life Insurance

Life insurance for Building Trades Forepersons shall remain \$5,000.

Effective May 6, 1985, Forepersons who supervise Journeypersons in the Building Trades shall have their life insurance increased to \$15,000. Life insurance for retirees shall be \$1,000.

Life insurance for the Forepersons in the Site Management Department will be maintained and remain the same as Teamsters under Site Management Supervision.

H. Mileage

Mileage shall be increased to \$.21, effective May 1, 1985.

I. On July 1, 1977, the Board shall assume the responsibility for making the employee's contribution to the Board Pension System.

ARTICLE X -- LONGEVITY

The Board shall grant a longevity payment of \$180 to Forepersons who supervise Journeypersons in the Building Trades area. Such payment shall be made after eleven (11) years of Board service.

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

A. The monthly allowance to Forepersons covered by this Agreement for the carrying of tools, materials and equipment in their personal vehicles shall be \$25.00 per month. 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.

ARTICLE XII -- JURY DUTY

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

ARTICLE XIII -- MANAGEMENT RIGHTS

- A. The Board shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, layoff, or suspend, discharge or demote employees for just cause, subject, however, to the employee's right to bring a grievance if any provisions 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. The Union expressly recognizes the freedom of the Board to hire employees as E.S. employees from sources other than Union referrals.
- E. The Council and its affiliated craft unions agree that there shall not be any interference by the Council or by any craft union with any union contractor doing work for the Board of Education.

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

This Section "E" 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 XIV -- STRIKES

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

ARTICLE XV -- AGENCY SHOP

A. Effective January 1, 1969, all employees employed in this bargaining unit or who become employees in this 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 XVI -- SERVICE FEE OR DUES CHECK-OFF

During the term of this Agreement and in accordance with the terms of an individual and voluntary written Authorization and Assignment for in conformity with Section 302(c) of the Labor Management Relations Act, as amended and submitted to the Employer, the Employer agrees to deduct, once each month from the

wages of each employee covered by this Agreement, who signs said Check-off Authorization and Assignment, the sum of two cents (\$.02) per hour for each hour worked by said employee during the month.

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 authorizes 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 XVII -- 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 XVIII -- CHANGE AND TERMINATION

This Agreement shall remain in full force and effect through June 30, 1991, with the parties meeting again to negotiate wages and fringe benefits only for the July 1, 1990, through June 30, 1991 period, and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement, of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party. 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, 1991, this Agreement shall be deemed to have terminated on June 30, 1991.

**FOR: THE GREATER DETROIT BUILDING
AND CONSTRUCTION TRADES
COUNCIL <FOREPERSONS>**

1s/ Jim M. Merriman

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

1s/ Doug Kumbrough

1s/ Gordon J. Anderson

DATED: 10-17-90

Approved and adopted by action of the Board of Education on:
June 26, 1990.

BY: *Lawrence C. Patrick*

**Lawrence C. Patrick
PRESIDENT
BOARD OF EDUCATION**

BY: *Lydia M. G. Barlow*

**Lydia Barlow
SECRETARY OF THE BOARD**