

6/30/97

A G R E E M E N T

Between

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

-AND-

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
DETROIT LODGE NO. 82, AFL**

Detroit Public Schools

*

July 1, 1994 - June 30, 1997

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This Agreement is effective July 1, 1994, by and between the Board of Education and the School District of the City of Detroit, hereinafter called "The Board", and the International Association of Machinists and Aerospace Workers, Detroit Lodge No. 82, AFL-CIO, hereinafter called "The Union".

ARTICLE I - RECOGNITION

In accordance with the provisions of Act 176 of the Public Acts of 1939 as amended and 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 Union on November 23, 1965, the Board recognizes the Union as the sole and exclusive collective bargaining representative of its employees employed in the classifications set forth in Appendix A, all of whom are hereinafter referred to as "employees".

ARTICLE II - EMPOWERMENT

The I.A.M. 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, provided, this empowerment does not abrogate any of the terms or conditions of the contract.

ARTICLE III - WORKING RULES

The Board shall establish reasonable working rules pursuant to which all employees in the unit shall perform their assigned functions. The Union shall be consulted regarding said working rules prior to their effective date and prior to any change therein.

On days when snow or other emergency conditions result in an announcement that schools will be closed, each employee covered by this Agreement will be expected to report for work if not personally notified to the contrary. All members of the bargaining unit shall report to the warehouse at 444 W. Willis.

ARTICLE IV - PROHIBITION AGAINST STRIKES

There shall not be any strike action of any type engaged in or encouraged by the Union or its affiliated local unions during the life of this Agreement. The Union will take affirmative steps to discourage and prevent strike action by any of its members.

ARTICLE V - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE VI - INFORMATION

The parties shall make available to each other, upon request, any and all information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

ARTICLE VII - TRAINEE PROGRAM

A joint Administration/Union Committee shall be established to review and agree upon a trainee program and to make specific recommendations for its implementation.

ARTICLE VIII - HOSPITALIZATION, DENTAL, OPTICAL AND LIFE INSURANCE

- A. Hospitalization - Effective December 3, 1977, the Board's hospitalization insurance subsidy will be increased to pay for the following coverage:

Semi-Private Room, 365 days of coverage, 45 days of coverage for TB-Nervous and mental conditions, Medical-Surgical care, no member's liability on Radiological Therapy, X-rays, EKG's, and Laboratory tests, and Master Medical \$50 deductible with 80-20 co-pay as described by Blue Cross-Blue Shield of Michigan.

The Board agrees to absorb any increase in the cost of the above health insurance for the duration of this Agreement.

A regular employee may elect to apply the hospitalization insurance subsidy for himself and dependents to coverage under Blue Cross-Blue Shield of Michigan, Health Alliance Plan (HAP), Michigan HMO, Total Health Care or Comprehensive Health Services of Detroit (CHSD). The subsidy shall not exceed the lower of the

cost of the Blue Cross-Blue Shield of Michigan Program.
furthermore, the Board retains the right to choose a different insurance carrier(s), but with insurance coverage and benefits equivalent to those benefits described under hospitalization above.

Effective December 6, 1989, the Board shall provide the \$3.00 co-pay Prescription Drug Rider to all bargaining unit members.

Employees must apply for coverage within thirty (30) days of initial employment or during an open enrollment period to be eligible for such coverage.

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 where medically necessary.

B. HEALTH CARE:

Effective the October 1995 open enrollment period, the current HMO Plan offerings will be amended as follows:

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

4. OmniCare will be amended to the OmniPlus (POS) with no reduction in benefits with an out of network benefit.
 5. Blue Care Network will be amended to the Blue Cross/Blue Shield POS plan with no reduction in benefits with an out of network benefit.
 6. Blue Cross/Blue Shield PPO as proposed.
 7. The cost of mammograms, papsmears and prostate screening will be paid for all members regardless of the insurance coverage that is selected by the members.
- C. Current contract provisions shall remain except with respect to the Blue Cross/Blue Shield Prescription Plan. The parties agree to request and review proposals from various vendors. The parties will meet to establish a timetable for reviewing these plans and selecting a carrier based on costs, savings, accessible coverage and other relevant factors. The parties will meet to consider an incentive as an inducement to make this benefit cost containment. The membership has the right to accept or reject this proposal. If the proposal is rejected, the current Prescription Plan will remain in effect.
- C. 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 the open enrollment 1995, the Opt-out will be increased from \$900 to \$1,200.

- E. **Dental Insurance** - Effective February 6, 1984, employees who have full family coverage in either the health or dental program, in addition, may apply for full family coverage in either the health or dental program, whichever is applicable.
- F. **Optical Insurance** - Effective October 1, 1986, employees shall receive full-family optical insurance. Employees must enroll to be eligible.
- G. **Life Insurance** - Effective December 1, 1980, life insurance in the amount of \$10,000 per unit employee will be fully subsidized by the Board.

ARTICLE IX - JOB DESCRIPTIONS AND PERSONNEL FILE

- A. The Board agrees to give complete job descriptions to the Union. The Board is in the process of developing these descriptions now.

- B. I.A.M. employees shall, upon request, be afforded an opportunity to review their own personnel file.

ARTICLE X - EVALUATIONS

The employer shall evaluate employees at least once a year (normally May or June). The employees shall receive a copy of each evaluation.

ARTICLE XI- PROMOTIONS

In the event of an opening within the bargaining unit, present employees shall be given preference to transfer on the basis of seniority and the ability to perform the work of the position. In such cases, all openings shall be posted in a conspicuous place in the building where members of the bargaining unit are employed at least fourteen (14) calendar days prior to the filling of such openings.

The probationary period for new employees shall be sixty (60) calendar days.

Employees promoted to a new classification shall be paid the new classification rate from the first (1st) day on the job but shall remain a probationary employee on the job for a period of sixty (60) calendar days.

ARTICLE XI - LAYOFFS AND RECALL

- A. The seniority status of the employee shall be governed and controlled by the most recent hiring date of the employee into the classification.

- B. Employees who have accumulated seniority in one or more classifications may exercise their seniority within such classifications laterally or downward upon layoff or a reduction in force.
- C. The right of seniority in regard to re-employment shall be accorded to a laid-off employee prior to new employees being hired.
- D. A steward shall have top seniority for the purpose of layoff only.

ARTICLE XIII - RESIDENCY

Effective November 12, 1980, 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.

ARTICLE XIV - VACATION AND HOLIDAYS

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

Vacation credits shall be as follows:

0	-	1 year	=	1 week
1	-	5 years	=	2 weeks
6	-	10 years	=	3 weeks
11	-	or more years	=	4 weeks

Vacation must be taken during the year earned, or in the following year, or be forfeited. No bargaining unit member already on the payroll will suffer a loss in vacation benefits as a result of this change.

- B. 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, Good Friday, and Memorial Day. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday falls on Sunday, Monday shall be observed as the holiday.
- C. The principle of seniority shall govern and control the choice of vacation time-off within the classification; with the highest in point of seniority having first preference.

ARTICLE XV - SICK LEAVE AND PERSONAL BUSINESS LEAVE DAYS

- A. 1. Personal Business Leave Days - The present provisions allowing five (5) days per year for specified non-illness emergency absence shall continue in effect, along with the policy permitting one of these five (5) days to be used for personal business which does not fall into presently designated categories but which cannot be conducted at any time not in conflict with the normal school working day. This day may not be used to extend a holiday.
2. The request for use of personal business leave days, except in emergencies, death, illness, of member of immediate family, must be submitted 48 hours in advance.

B. Twelve-month employees in this unit shall receive sick leave at the rate of seventeen (17) days a year, to be earned at the rate of .65 days for each bi-weekly pay period worked. Sick leave shall accumulate in a single bank with a limit of 200 days.

C. Death Leave - Absence due to death of a member of the immediate family may be charged to sick leave to the extent of one to five scheduled working days as necessary for each death.

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

within seven consecutive calendar days including day of death.

D. Absence for employee's own wedding:

1. Chargeable to Sick Leave:

- a. Such working days as fall within five (5) consecutive calendar days including and subsequent to wedding day.
- b. Day of wedding is counted as one to five (5) days but only charged to sick leave if a scheduled work day.
- c. Saturdays, Sundays, and holidays, if any, within a five-day period are counted as part of a five-day limit.

E. Effective July 1, 1986, upon retirement, in accordance with qualifications established by the Retirement System of the School District of the City of Detroit, an employee shall be paid an amount not to exceed one-half his/her unused sick leave days. The maximum payment under this provision shall not exceed thirty-five (35) days pay.

ARTICLE XVI - UNUSED SICK LEAVE - BONUS VACATION

Employees in the bargaining unit with fifteen (15) or more years seniority, or one hundred fifty (150) days in the sick bank, shall be eligible for bonus vacation days based upon sick leave in the following manner:

If, at the end of the fiscal year, said employee has twelve (12) or more unused sick days for the year, he shall receive five (5) additional vacation days. If, at the end of the fiscal year, said employee has nine

(9), ten (10), or eleven (11) unused sick days for the year, he shall receive three (3) additional vacation days.

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

Those employees who have completed three (3) years of service but not more than five (5) years of service, and who have an unused annual sick leave balance of twelve (12) days in any of those years shall receive an additional five (5) days vacation in each of those years where such an unused balance was maintained.

Employees who have completed one (1) year of Board service but less than three (3) years and who have not used more than five (5) days of sick leave during the year will receive an additional three (3) days of vacation.

ARTICLE XVII - WAGES AND LONGEVITY

A. Wages:

1. Effective July 1, 1994, wages shall be increased by three percent (3%).
2. Effective July 1, 1995, wages shall be increased by three percent (3%).
3. Effective July 1, 1996, wages shall be increased by three percent (3%).

B. Longevity pay of \$180.00 per year after the eleventh (11th) year.

ARTICLE XVIII - TOOL AND EQUIPMENT ALLOWANCE AND MILEAGE

- A. Effective July 1, 1989, the monthly rate for the authorized rate of carrying of tools and equipment by employees in the bargaining unit will be increased to \$25 monthly, except that employees who carry such tools and equipment for less than ten (10) days in any month (because of new assignment, sickness, vacation, etc.) shall receive a pro rated amount of the \$25 based upon the actual number of days such tools and equipment were carried and used in work performed for the Board of Education.
- B. Effective February 1, 1984, mileage will be .21 cents per mile. Effective March 1, 1992, the Board will reimburse those employees approved for mileage at a rate of 27.5 cents per mile.

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

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

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

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

1. Approved list of tools and/or equipment for each classification within the bargaining unit.
2. Procedure for the submission of inventory lists by bargaining unit members.

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

Each year a fund in the amount of \$1,000.00 shall be established from which members of the bargaining unit may be reimbursed for approved claims in an amount not to exceed \$100.00 per bargaining unit member for personal property loss due to theft, burning, or willful or malicious damage. Personal property is defined as anything normally worn or carried into the building by the member of the bargaining unit but shall not include cash. Personal property shall also include tools, provided the tools for which claim is made are on the approved list of tools and inventory list referred to in sub-paragraphs 1 and 2 above. All claims shall be submitted promptly and shall be considered at the close of the fiscal year. A determination shall be made regarding the amount to be paid on each claim. In making a determination, the extent to which the claimant is entitled to be reimbursed from other sources for said loss shall be considered. In the event that the total approved claims exceed \$1,000.00, the affected bargaining unit members shall be reimbursed on a prorated basis.

If the tools of the machinist, welder or mechanic 1, 2, and 3 are stolen or damaged by vandals, the Board will replace them to the extent that such tools are on the approved list of tools and inventory list referred to in sub-paragraphs 1 and 2 above.

ARTICLE XX - 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 effective date of this provision, or within sixty (60) days of the date of hire by the Board, whichever is later, become members or in the alternative, shall within sixty (60) days of their date of hire by the Board, whichever is later, 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 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).
3. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears 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 or employees for any monetary award arising out of such litigation.

ARTICLE XXI - DUES DEDUCTION OR AGENCY SHOP FEES

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 agency shop fees.

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 thirty (30) days after the deductions have been made.

ARTICLE XXII - JURY DUTY

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

ARTICLE XXIII - LABOR RELATIONS COMMITTEE

- A. Two representatives of the Board and two representatives of the Union shall meet at times mutually agreeable to both, for the purpose of discussing Union grievances, Board policies, and problems in regard to this Agreement.
- B. The following procedures shall apply in respect to meetings referred to in paragraph "A" above.
 - 1. Formal written inquiries from the Union or written requests for special meetings shall be directed to the General Superintendent.
 - 2. Official replies shall be made by the General Superintendent or his designee to all such inquiries or requests made by the Union within five (5) working days after receipt.
 - 3. In the event the parties are unable to resolve any grievance under paragraph "A" above involving the claimed misinterpretation or misapplication of any term of this Agreement, the parties shall present separate written reports to the Board containing the points of disagreement. A conference committee composed of two (2) representatives of the Union and two (2) representatives of the Board shall be established for the purpose of attempting to resolve the grievance.

ARTICLE XXIV - 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: 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 by mutual consent), no change in present working conditions which have been set forth in writing in (a) Board of Education proceedings or (b) the Administrative Handbook will be made effective without notification to the Union, and consultation with it respecting such proposed change. Such notification will be given as far in advance of the effective date of any such proposed change as is reasonably possible, with the objective of affording the Union an opportunity, if it has objections to any such proposed change, to resolve such objections with the Board or its representatives before any such proposed change is made effective. However, the parties both recognize the possibility that emergency situations may arise in which prior notification and consultation is not feasible.

ARTICLE XXV - SENIORITY LIST

The Board shall prepare and maintain, subject to examination and correction by the Union, a seniority list by classification and department to record the status of each employee in the unit. The Union shall be provided with a copy of the seniority list and shall be notified of all changes. Each employee shall have the right to protest any error in his seniority status.

ARTICLE XXVI - CONTRACTING AND SUB-CONTRACTING

The right of contracting and 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 layoff of any permanent employees 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.

ARTICLE XXVII - CHANGE AND TERMINATION

This Agreement shall remain in full force and effect until 11:59 p.m., June 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 THE INTERNATIONAL ASSOCIATION
OF MACHINISTS & AEROSPACE WORKERS
DETROIT LODGE NO. 82, AFL-CIO:

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

Mark T. L. DBR

Luik Sale

[Signature]

Charles E. Williams
Henry L. Williams

DATE

Approved and adopted by action of the Board of Education on:
August 22, 1995.

By: Irma Clark
IRMA CLARK, PRESIDENT
BOARD OF EDUCATION

By: Kathleen Smith
KATHLEEN SMITH, SECRETARY
OF THE BOARD

PAY CLASS	POS. CODE	CLASSIFICATION	+3%	
			RATES EFF. 7/1/95 HOURLY	DAILY
4290 D	834	Machine Shop Mechanic I	\$13.7016	\$109.6128
4300 D	835	Machine Shop Mechanic II	12.2578	98.0624
4310 D	836	Machine Shop Mechanic III	11.2061	89.6488
4320 D	845	Machinist	19.1322	153.0576
4430 D	895	Machine Shop Welder	16.6211	132.9688

1995-96 Salary Schedule O
 Greater Detroit Building Trades Council, AFL-CIO (Forepersons)
 Related For Salary Rate Purposes to Salary Schedule I
 (52 Weeks)

PAY CLASS	POS. CODE	CLASSIFICATION	RATES EFF. 7/1/95	
			HOURLY	DAILY
FOREPERSONS WHO SUPERVISE MACHINISTS				
(1) 3180-D	845	Machinist, Asst. Foreperson	20.0322	160.2576
(2) 5070-D	845	Machinist, Trade Foreperson	19.7322	157.8576

Notes

- (1) Machinist, Assistant Foreperson rate is 90 cents per hour over Machinist (pay class 4320, position code 845) rate effective 7/13/85.
- (2) Machinist, Trade Foreperson rate is 60 cents per hour over Machinist (pay class 4320, position code 845) rate effective 7/13/85.

PAY CLASS	POS. CODE	CLASSIFICATION	RATES EFF. 7/1/94	
			HOURLY	DAILY
4290 D	834	Machine Shop Mechanic I	\$13.3026	\$106.4208
4300 D	835	Machine Shop Mechanic II	11.9008	95.2064
4310 D	836	Machine Shop Mechanic III	10.8798	87.0384
4320 D	845	Machinist	18.5750	148.6000
4430 D	895	Machine Shop Welder	16.1370	129.0960

1994-95 Salary Schedule O
 Greater Detroit Building Trades Council, AFL-CIO (Forepersons)
 Related For Salary Rate Purposes to Salary Schedule I
 (52 Weeks)

PAY CLASS	POS. CODE	CLASSIFICATION	RATES EFF. 7/1/94	
			HOURLY	DAILY
FOREPERSONS WHO SUPERVISE MACHINISTS				
(1) 3180-D	845	Machinist, Asst. Foreperson	19.4750	155.8000
(2) 5070-D	845	Machinist, Trade Foreperson	19.1750	153.4000

Notes

- (1) Machinist, Assistant Foreperson rate is 90 cents per hour over Machinist (pay class 4320, position code 845) rate effective 7/13/85.
- (2) Machinist, Trade Foreperson rate is 60 cents per hour over Machinist (pay class 4320, position code 845) rate effective 7/13/85.