

**SETTLEMENT PROPOSALS**

**FROM**

**THE SCHOOL DISTRICT OF  
THE CITY OF DETROIT**

**TO**

**THE TEAMSTERS LOCAL 214  
SITE MANAGEMENT**

---

**APRIL 15, 2010**



THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE TEAMSTERS LOCAL 214 – SITE MANAGEMENT

Proposal Date: April 1, 2010

DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/1/10

ARTICLE XVI  
WAGES

- A. All bargaining unit members shall be subject to six percent (6%) wage reduction effective May 1, 2010.
- B. All bargaining unit members shall also be subject to a four percent (4%) reduction in furlough days\* beginning May 1, 2010 as follows:
1. For the time period of May 1, 2010 through June 30, 2010, 12 month employees shall be subject to two (2) furlough days.\*\*
  2. For the time period of May 1, 2010 through June 30, 2010, 10 month employees shall be subject to one (1) furlough day.\*\*
  3. Beginning July 1, 2010, 12 month employees shall be subject to ten (10) furlough days per fiscal year.
  4. Beginning July 1, 2010, 10 month employees shall be subject to seven (7) furlough days per fiscal year.

\*Furlough days will be days off without pay and the specific dates and hours will be determined by the Department of Facilities. However, employees may request to take specific furlough days in conjunction with their normal days off, subject to the operational needs of the District. Such request shall not be arbitrarily refused. Employees may not use any form of paid leave during a furlough day and furlough days shall not be counted as time worked for overtime purposes.

\*\*Employees who are affected by the Student Transportation Transition will be exempt from wage concessions from the period of May 1, 2010 through June 30, 2010. If those employees affected by the Student Transportation Transition are still on the District's payroll as of June 30, 2010, said employees will be subject to the six percent wage reduction and furlough days as referenced above beginning July 1, 2010.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE TEAMSTERS LOCAL 214 – SITE MANAGEMENT

Proposal Date: December 14, 2009    DPS Proposal: As Is Modified  
DPS Initials: [Signature]  
Union Initials: [Signature]  
TA'D Date: 1/15/10

---

ARTICLE XIX  
COMPUTATION OF BACK WAGES

Computation of wages or fringe benefits must be brought within two years from the date it is reasonable to assume that the union and/or the individual first became aware of the situation giving rise to the claim.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate of pay.

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/she been employed by the Board at his/her regular rate of pay.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE TEAMSTERS LOCAL 214 – SITE MANAGEMENT

Proposal Date: March 19, 2010

DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_

DPS Initials: AW ER

Union Initials: DT 214

TA'D Date: 3/30/2010

---

ARTICLE XXII  
PREMIUM PAY

1. Time and one-half will be paid to all Employees of the bargaining unit for actual hours worked in excess of 40 hours during any one week period. For purposes of this section, the phrase "actual hours worked" shall be consistent with the definition of hours worked pursuant to the Fair Labor Standards Act and include vacation days and holidays.

~~Provided an employee has been paid forty (40) hours during their regular work week in question, including holiday pay, vacation pay and sick pay, and provided the employee is currently in compliance with the attendance standards set forth in Article XVII of this Agreement, he/she shall be entitled to:~~

~~A. \_\_\_\_\_ Time and one-half will be paid for all hours worked beyond eight (8) hours in any given day.~~

2. **Saturday and Sunday:** Employee will be paid his/her regular rate of pay for actual hours worked on Saturday and Sunday unless paragraph 1 above applies.

~~B. \_\_\_\_\_ Time and one-half will be paid for all hours worked on the employee's sixth day of work.~~

~~C. \_\_\_\_\_ Double time will be paid for all hours worked on the employee's seventh day of work.~~

3. **Holiday pay:** Employee will be paid his/her regular rate of pay for actual hours worked on holidays unless paragraph 1 above applies.

~~Double time will be paid for all hours worked on holidays in addition to the holiday pay.~~

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager



THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE TEAMSTERS LOCAL 214 – SITE MANAGEMENT

Proposal Date: March 19, 2010 DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_  
DPS Initials:                       
Union Initials:                       
TA'D Date:                     

ARTICLE XXVII  
LAYOFF

- A. ~~In the event the District deems it necessary, unit members will be considered laid off at the end of the third (3<sup>rd</sup>) day of a work stoppage by another bargaining unit, unless otherwise notified by the Chief Executive Officer.~~

Unit members are laid off at the end of the third (3<sup>rd</sup>) day of another unit's work stoppage. Employees are to return to work on the day indicated in the notice, and such notice may include one or more methods of communication. If the District recalls with the intent to reopen, the District shall have the right to lay off employees again without the need for any specific notice in the event schools do not open or schools open and are subsequently closed if the lay off occurs within 2 weeks of returning to work.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE TEAMSTERS LOCAL 214 – SITE MANAGEMENT

Proposal Date: March 19, 2010      DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_  
DPS Initials: RMF HGO  
Union Initials: APB  
TA'D Date: 3/30/2010

---

ARTICLE XXVIII  
RECALL PROCEDURE

- A. Employees laid off through the procedure as stated in the above article shall be maintained on a recall list for a period of three (3) years from the date of layoff.
- A. B. Employees in this bargaining unit will be recalled from lay off according to their seniority and ability to do the work. Notice of recall shall be sent by ~~registered or certified~~ regular U.S. mail and e-mail to the employee at his/her last known address(es). The employee is responsible for notifying the ~~Beard Personnel Office~~ Human Resources Information Department of any change in his/her address and telephone number and his/her personal e-mail address immediately after such change. Notice by e-mail shall not be required if the employee fails to provide a valid e-mail address for himself/herself.
- B. C. When an employee is called back to work to a department other than the department from which he/she was laid off, the employee at that time may request a transfer to the department from which he/she was originally laid off should a permanent vacancy occur. The employee's request for such transfer will be honored in accordance with his total seniority m, and his ability to do the remaining work.
- G. D. Recalled employees shall be considered as quits if they:
1. Do not respond within five (5) days and return to work within ~~ten (10) seven~~ (7) 14 calendar days of the mailing of the recall notice.
  2. Retire under the terms of any retirement program.
  3. Do not return at the expiration of a leave of absence.
  4. Formally resign.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager



THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE TEAMSTERS LOCAL 214 – SITE MANAGEMENT

Proposal Date: December 14, 2009    DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_  
DPS Initials: [Signature]  
Union Initials: [Signature]  
TA'D Date: 1/15/10

ARTICLE XXXI  
LEAVE

A. ~~Upon approval of the Human Resources Leave Management Department the advice of the Board Medical Office,~~ sick leaves may be granted to members of this bargaining unit.

An employee returning from a leave of absence may, at the District's discretion, have a medical examination by the District's designated Physician. Form(s) provided by the District for such purpose, from the employee's personal physician, is required for return from leave of absence for illness.

The employee placed on such leave shall be re-employed by the Board at the expiration of such leave, provided that he is physically fully qualified to resume employment and that he would not have been subject to lay off during the leave period. If an employee has been hired to fill such a vacancy, he may be immediately terminated upon the absent employee's return and such termination shall not be subject to the grievance procedure.

B. ~~Approved absence without pay for the period not to exceed four (4) weeks may be granted upon the submission of Form 4132.~~

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager



THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE TEAMSTERS LOCAL 214 – SITE MANAGEMENT

Proposal Date: December 14, 2009    DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_

DPS Initials: AS \_\_\_\_\_

Union Initials: \_\_\_\_\_

TA'D Date: 7/8/10 \_\_\_\_\_

ARTICLE XXXV  
MATERNITY LEAVE

Except as specifically provided otherwise in this Article, absences from work, which are associated with pregnancy, childbirth and child care, shall be subject to the respective regular School District provisions as applicable for approved illness absence.

For eligible employees (one year of service and 1,250 hours worked in past 12 months), maternity leaves shall be governed by the Family and Medical Leave Act (FMLA) of 1993. Under the FMLA, eligible employees are allowed up to 12 weeks (in a rolling 12-month period) of job and benefit protected leave.

~~Absences from work which are associated with pregnancy, childbirth, and childcare shall be subject to the respective regular Board provisions as applicable, or 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 the 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 direction of the Board, after ten (10) days' notice, to place the employee on Leave of Absence for Personal Business.~~

~~A. Requirements for Continued Work:~~

- ~~1. 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.~~
- ~~2. 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.~~
- ~~3. 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.~~

**B. Requirements for Approved Illness Absence for Disability (Illness) With Pay, or Leave of Absence for Illness (without pay because sick bank is exhausted).**

1. 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 District's designated Physician Board Medical Examiner that the employee is unable to work.
2. During the period of absence because of disability associated with pregnancy and/or childbirth, 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 District's designated Physician Board Medical Examiner.
3. ~~An employee shall not move from any unpaid leave of absence status to paid disability absence status.~~
4. ~~An employee shall not move from any unpaid leave of absence to an approved absence without pay.~~

**C. 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.

**D. ~~Requirements for Return to Work:~~**

1. ~~After childbirth, the employee's return must be approved by the employee's personal physician and the Board Medical Examiner.~~
2. ~~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.~~
3. ~~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.~~

**E. Related Conditions:**

1. ~~Regular conditions and provisions for continuation of insurance which apply to approved absences and/or Leave of absence shall apply.~~
2. ~~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 his/her ability or~~

disability for work, the employee may appeal the decision under the following conditions:

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

3. ~~The Office of Personnel Division of Human Resources may require a medical examination by the District's designated Physician Board of Education Medical Examiner for~~ of an employee at any time when the employee's ability or disability for work is questioned.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager



THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE TEAMSTERS LOCAL 214 – SITE MANAGEMENT

Proposal Date: March 19, 2010

DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_

DPS Initials: RMC / JCS

Union Initials: [Handwritten initials]

TA'D Date: 3/30/2010

---

ARTICLE XL  
CALL-IN TIME

- A. When members of this bargaining unit are requested by their department to report for work at times other than their regular work shift in order to meet emergency situations, the called back employee shall ~~be paid his/her regular rate of pay for actual hours worked unless Article XXII (Premium Pay) applies.~~ receive as approved and authorized by the Department Head, the time and one-half (1 ½) rate of pay for actual time worked or a minimum of three (3) ~~four (4)~~ hours straight time, whichever is greater. The minimum of three (3) ~~four (4)~~ hours straight time shall not; however, apply for continuous overtime hours worked prior to or after termination of the employee's regular work shift.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager





THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE TEAMSTERS LOCAL 214 – SITE MANAGEMENT

Proposal Date: December 14, 2009    DPS Proposal: As Is   X   Modified \_\_\_\_\_  
DPS Initials:   [Signature]    
Union Initials:   [Signature]    
TA'D Date:   1/15/10  

---

ARTICLE XLIX  
HEALTH AND LIFE INSURANCE

All full-time bargaining unit members may elect to receive full family health, dental, optical and employee only life insurance as provided below.

Employees must apply for coverage within thirty (30) days of initial employment or during open enrollment periods.

All bargaining unit members shall be required to pay a portion of the premium for health insurance as detailed below.

- A. **Health Insurance:** The Board shall provide health insurance coverage for every unit employee who is regularly employed for twenty hours per week or more. The health insurance coverage shall become effective the first day of the month after the date of the employee's hire.

Eligible employees may elect health insurance for himself/herself and eligible dependents.

Effective January 1, 2010, bargaining unit members who elect health insurance coverage will be eligible to receive coverage under one of two HMO plans or one of two PPO plans.

Employees choosing HMO coverage will be required to pay 10% of the annual premium cost via payroll deduction.

Employees choosing PPO coverage will be required to pay 10% of the annual premium cost of the chosen PPO plan, plus the difference in premium cost between the PPO plan selected by the employee and the higher cost HMO plan. Such premium cost sharing will occur via payroll deduction.

Employees choosing PPO coverage will have the following options available:

**PPO Plan 1**

\$250 (single)/\$500 (family) annual deductible

\$1,500 (single)/\$3,000 (family) annual out of pocket maximum

90% (in-network)/70% (out-of-network) co-insurance

\$20 office visit co-pay

**PPO Plan 2**

\$500 (single)/\$1,000 (family) annual deductible

\$3,000 (single)/\$6,000 (family) annual out of pocket maximum

80% (in-network)/60% (out-of-network) co-insurance

\$20 office visit co-pay

**HMO Plans**

\$20 office visit co-pay

- B. ~~Effective January 1, 1995 all bargaining unit members shall participate in the Detroit Public Schools Point of Service Health Coverage Plan.~~

**Emergency Room and Urgent Care Co-Pay**

The emergency room co-pay for non-emergency care will be one hundred dollars (\$100) per visit. The urgent care co-pay shall be fifty dollars (\$50) per visit.

- 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 \$1,200 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 rated the said \$1,200 payment provided herein. The \$1,200 will be paid for each enrollment year that the employee elects to opt out under this provision.~~

- C. D. ~~**Prescription Co-pay Rider:** The Board shall provide and pay a two-dollar (\$2.00) Prescription Rider for each employee within the bargaining unit and his/her family.~~

~~The co-pay for generic equivalent prescription drugs will be five dollars (\$5) per prescription, the co-pay for generic, formulary prescription drugs will be twenty-five dollars (\$25) per prescription and the co-pay for non-generic, non-formulary prescription drugs shall be forty dollars (\$40).~~

~~Employees will have the option of utilizing mail order prescription service for maintenance medications prescribed for more than thirty (30) days. Employees utilizing the mail order prescription drug program will receive a ninety (90) day supply at a cost of two (2) prescription co-pays.~~

D. F. **Dental Insurance:** ~~Effective March, 1984, the Board shall increase the \$18.00 monthly payment to \$23.75 per month, \$285.00 annually, per employee to the Teamsters Dental Fund. Effective May 1, 1986, the dental premium for employees shall be increased from \$285.00 per year to \$325.00 per year. This amount shall not be increased again during the life of the Contract. All members of the bargaining unit shall be eligible for participation in the fund. The Board shall not provide any other dental coverage for members of this bargaining unit.~~

Eligible employees may elect dental insurance for himself/herself and eligible dependents. Eligible employees may choose one of two dental plans. Employees shall contribute 10% of the cost of the dental insurance selected.

E. G. **Optical Insurance:** ~~Effective October, 1986, employees shall receive full family optical coverage. Employees are eligible for optical insurance coverage with either Coop-Optical or Heritage.~~

The District shall provide a comprehensive full-family optical care program to all full time employees.

Dependent children enrolled in school as full-time students shall receive optical coverage to age twenty-five (25).

F. E. **Life Insurance:** ~~Effective the first day of the month after the employee's date of hire, each employee who regularly works twenty (20) hours per week or more, shall receive a \$12,500 group life insurance policy fully subsidized by the Board.~~

The District shall underwrite the cost of group life insurance for all members of the bargaining unit. The policy shall provide the payment of \$25,000 to the employee's designated beneficiaries or the employee's estate if the employee should die while in the active service of the District.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #19  
(REVISED)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE TEAMSTERS LOCAL 214 – SITE MANAGEMENT

Proposal Date: March 19, 2010

DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 3/30/2010

---

ARTICLE L  
MISCELLANEOUS

DELETE SUBSECTION J

~~J. Subject to Article LIII, when an employee is injured on the job and is receiving workers' compensation, the Board shall continue to pay his/her hospitalization and his/her life insurance, and said employee's seniority shall not be affected by his/her absence from employment.~~

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE TEAMSTERS LOCAL 214 – SITE MANAGEMENT

Proposal Date: March 19, 2010

DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_

DPS Initials: RMF (AP)

Union Initials: DP AB

TA'D Date: 3/30/2010

---

ARTICLE LIII  
WORKERS COMPENSATION

The Board District shall provide Worker's Compensation protection insurance for all employees in compliance with as required by the laws of the State of Michigan.

An employee will maintain employment for a maximum period of one (1) year two (2) years from the date of injury while receiving workers' compensation benefits. An employee will continue to receive health insurance and life insurance benefits during the above referenced two (2) year employment period as long as he is receiving workers compensation. Upon termination from employment with the District all benefits will end (workers compensation will apply as provided by the laws of the State of Michigan).

When an employee is injured on the job and is receiving workers' compensation said employee's seniority shall not be affected by his/her absence from employment.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE TEAMSTERS LOCAL 214 – SITE MANAGEMENT

Proposal Date: December 14, 2009    DPS Proposal: As Is  Modified   
DPS Initials: [Signature]  
Union Initials: [Signature]  
TA'D Date: 1/15/10

---

ARTICLE LIX  
TOOL AND AUTO ALLOWANCE

- A. The Board shall furnish quality tools for employees working as Licensed Truck Repairmen and/or General Auto Repairmen. These employees shall not be charged for tools when theft or breakage occurs.
- B. ~~Employees, who are required to carry tools in their private cars in order to perform their work duties, shall receive \$25.00 per month in addition to their regular wages. This payment shall be made by separate check.~~
- C. For each year, the mileage rate shall reflect the rate that is used by the Internal Revenue Service IRS for tax purposes.

All unit members who are directed to use their own vehicles during regular working hours will qualify for mileage reimbursement, with a 500 mile maximum per month per employee, provided that a unit member may be reimbursed for more than 500 miles if they receive prior approval from the Chief of Security or his designee.

Approved: \_\_\_\_\_  
Robert C. Bobb, Emergency Financial Manager

**LETTER OF AGREEMENT**  
**between**  
**The School District of the City of Detroit**  
**and**  
**The Teamsters Local 214 – Site Management Warehouse, Food**  
**Service and Student Transportation**

---

**ARTICLE L – MISCELLANEOUS –**  
**WORKERS COMPENSATION AND BENEFITS**

The School District of the City of Detroit (“District”) and the Teamsters Local 214 – Site Management, Warehouse, Food Service and Student Transportation (“Union”) acknowledge and agree that for the parties to move forward in the negotiations of the collective bargaining agreement, Article L, Section J and Article LIII require certain revisions.

To that end, this Letter of Agreement (“Agreement”) is made by and between the District and the Union with respect to Union members who as of May 1, 2010 are on workers compensation; and the health insurance and life insurance benefits of those Union members that shall be maintained while receiving Workers Compensation; and the duration of said benefits. Union members will continue to receive workers compensation benefits as applicable under the workers compensation laws of the State of Michigan. The Union and the District agree as follows:

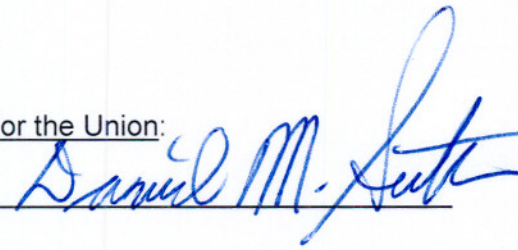
1. The District agrees to continue to pay health insurance and life insurance benefits from May 1, 2010 through April 30, 2012 (“time period”) to members of the bargaining unit whose workers compensation matters are in dispute or in litigation prior to May 1, 2010, as long as all of the following applies:
  - (a) The member’s claim remains in litigation or the member is actually receiving workers compensation benefits under the Workers Compensation Act during the time period; and
  - (b) The member pays to the District all applicable premiums and costs under the District’s health insurance as described in Article XLIX – Health Insurance and Life Insurance of the parties’ Settlement Agreement dated April 15, 2010 for the 2009-2012 collective bargaining agreement.
  
2. The Union agrees that no grievance, arbitration demand, unfair labor practice charge, or other claim shall be made concerning the bargaining unit member’s entitlement to health insurance or life insurance benefits while on workers compensation. The Union may file a grievance to enforce the terms of this Letter of Agreement. If an action is filed on behalf of a bargaining unit member (other than to enforce the Letter of

Agreement), then this Letter of Agreement is void and the member's health benefits and life insurance benefits will terminate.

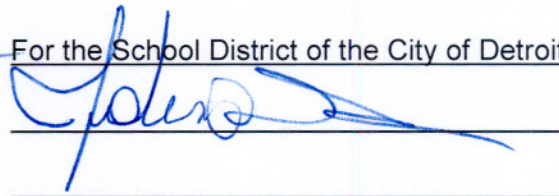
3. ***This agreement does not have any precedential effect and can not be utilized in arbitrations or any other matters.***

All other members of the bargaining unit will be covered under Article LIII – Workers' Compensation of the parties' Settlement Agreement dated April 15, 2010 for the parties' 2009-2012 collective bargaining agreement.

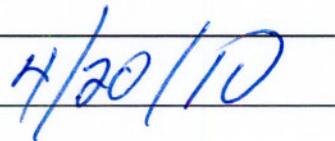
For the Union:



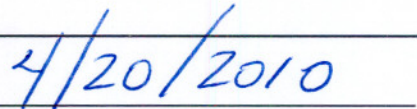
For the School District of the City of Detroit:



Date:



Date:



Approved: \_\_\_\_\_

Robert C. Bobb, Emergency Financial Manager