

**SETTLEMENT PROPOSALS
FROM**

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

TO

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 547 - A, B, C, E, G, H - AFL - CIO
NON-INSTRUCTIONAL SUPERVISORY PERSONNEL**

JANUARY 29, 2010

PROPOSAL #1

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, E, G, H - AFL-CIO
NON-INSTRUCTIONAL SUPERVISORY PERSONNEL

Proposal Date: December 17, 2009 DPS Proposal: As Is Modified _____
DPS Initials: RB
Union Initials: DP
TA'D Date: January 29, 2010

ARTICLE XXXVII
TERMINATION, CHANGE OR AMENDMENT

Change all relevant dates throughout the Agreement to reflect it being effective from July 1, 2009 through June 30, 2014

Approved: *Robert C. Bobb*
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, E, G, H - AFL-CIO
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Proposal Date: December 17, 2009 DPS Proposal: As Is _____ Modified _____
DPS Initials: [Signature]
Union Initials: DN
TA'D Date: January 29, 2010

ARTICLE VI
MEMBERSHIP DUES/AGENCY SHOP

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~~ thirty (30) days of the date of hire by the School District, ~~whichever is later or return from leave,~~ become members of the Union, or in the alternative, shall, within thirty (30) ~~sixty (60)~~ days of their date of hire by the School District, as a condition of employment, pay to the Union each month a service fee in the amount equal to the regular monthly Union membership dues uniformly required of employees of the School District who are members.

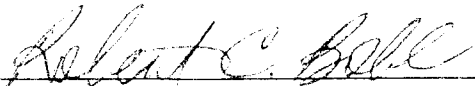
An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than thirty (30) ~~sixty (60)~~ days in arrears of payment of such dues (or fees).

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.

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.

The District shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues or Agency Shop Fees. Such dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason, therefore, shall be forwarded to the Union office no later than forty (40) days after changes to any NISP employee's deductions are made. Information to be included with the list is the employee's file number, address, classification, work location, and rate of pay.

The District shall no longer reimburse the Union for salaries and benefits because there will be no release for union business.

Approved: 
Robert C. Bobb, Emergency Financial Manager

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ARTICLE VIII
GRIEVANCE PROCEDURE

Computation of Back Wages and Overpayment (New Language)

Computation Claims concerning the 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/her 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.

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Robert C. Bobb, Emergency Financial Manager

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ARTICLE XII
LAYOFF AND RECALL PROCEDURE

Layoff shall be defined as the separation of a regular employee resulting from lack of work or for reasons caused by circumstances other than an act by an employee resulting in disciplinary suspension or dismissal.

In the event of a layoff, bargaining unit classification seniority shall apply. The employee shall have the right to exercise his/her seniority in the same classification series within the department.

In the event of a proposed layoff of a bargaining unit member, where subordinate persons are to continue working, the District shall notify the Union of the proposed action and meet, if requested to do so by the Union, to review the matter prior to taking the action.

An employee placed on layoff shall be recalled in the inverse order of a layoff provided he/she can perform the required work. Laid off employees shall be maintained on a recall list for a period of two years at which time recall rights shall terminate.

Notice of recall shall be forwarded to the employee at his/her last known address by registered or certified regular U.S. mail. It shall be the responsibility of the employee to notify the District and the Union of any change of address immediately after such change and the Union shall thereupon verify the new address with the District.

Failure by the employee to report for work within five (5) working days from the receipted date of delivery of the recall notice shall be considered as a voluntary quit. Exceptions to this provision for failure to report may be made by the District for good cause.

An employee who is scheduled to be laid off for an indefinite period of time shall be given a minimum of ~~ten (10) working~~ seven (7) calendar days written notice prior to the effective date of the layoff. The Union shall be sent a copy of the written notice of layoff from the employer on the same date the written notice is issued to the employee.

Unit members will be considered laid off at the end of the third (3rd) day of a work stoppage by another bargaining unit, unless otherwise notified by the Superintendent or his/her designee. Such notice to the contrary may include a different date for the layoff which will not be earlier than the 3rd day, but which may be any day following the third day.

Upon notice of recall from a layoff under this Section, employees will be expected to return to work on the day indicated in the notice, which may be as soon as the day after the date on the notice. Such notice to include any one, or combination, of the following methods:

1. Communication through Media Outlets;
2. Electronic Mail;
3. Posting on the District's website;
4. Direct mail;
5. Any other means agreed to by the parties to adequately inform employees

In addition to one of the above, the District may also use any other means agreed to by the parties to adequately inform the employees.

In the event that the District recalls employees laid off due to a work stoppage with the intent to reopen schools, the District shall have the right to layoff employees in the event schools do not open, or schools open and are subsequently closed, the following day without the need for any specific notice.

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PROPOSAL #5

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Union Initials: *DR*
TA'D Date: January 29, 2010

ARTICLE XIII
PERFORMANCE EVALUATION

~~Performance evaluations shall be done in accordance aligned with the Detroit Public Schools Performance Evaluation Process as found on the Detroit Public Schools Intranet. An employee assigned to the Department of Facilities will be involved in the performance evaluation process. The employer shall evaluate employees at least once a year using an established form. After consultation with the Union, the employer will provide a performance evaluation tool which will include but will not be limited to the following performance factors:~~

- ~~Job Knowledge and Skill~~
- ~~Quality of Work~~
- ~~Efficiency of Work~~
- ~~Attendance~~
- ~~Team Effort and Leadership~~

~~Such evaluations shall be discussed in a conference between the employee and his/her administrator/supervisor. Employees retain the right to grieve a contested evaluation, to place rebuttal information in their file and to have copies of any and all items placed in their personnel records both at the local school and the central system.~~

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Robert C. Bobb, Emergency Financial Manager

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ARTICLE XV
PROMOTIONS AND TRANSFERS

Locations Other Than Schools

- ~~Failure on the part of the appropriate department or office to submit a recommended candidate within thirty (30) days, will result in the Department of Human Resources Management and Planning assigning the most senior candidate from the five (5) applicants presented for interview. (Unit seniority shall have precedence over district seniority).~~

Failure on the part of the appropriate department or office to submit a recommended candidate within thirty (30) days, will result in the Department of Human Resources Management and Planning assigning a candidate from the five (5) applicants presented for interview. Human Resources Management and Planning shall review the applicants evaluations, interview and District seniority, in making their determination.

B. Transfers

2. In the case of individual transfers:

Unit members being transferred shall be notified in writing at least ~~thirty (30)~~ five (5) calendar days before the date the contemplated transfer is to become effective. The notice shall set forth the expected date of transfer and place involved. The Union shall be furnished with a copy of the notification at the same time. The parties recognized that emergency situations may arise in which the ~~thirty (30)~~ five (5) day notice is not feasible.

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

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DPS Initials: *RFB*
Union Initials: *UOW*
TA'D Date: December 21, 2009

**ARTICLE XVI
VACATION AND OFF-DAYS**

A. All regular employees covered by this Agreement shall receive vacation or off days, whichever shall apply, with pay. Vacation or off days may not be taken until after sixteen (16) weeks of employment. Vacation must be taken during the year earned, or in the following year. Off days must be taken during the year earned.

Effective the first full pay period in July, 1977, all regular 12-month employees shall accrue vacation credit as follows:

Length of Service	Vacation Not to Exceed	Formula
0 - 1 year	One week	.19 Biweekly pay period
1 - 5 years	Two weeks	.38 Biweekly pay period
6 - 10 years	Three weeks	.57 Biweekly pay period
11- 19 years	Four weeks	.77 Biweekly pay period
20 or more years	Five weeks	.96 Biweekly pay period

As of the date this Agreement was signed, those employees receiving more than that called for in the above formula will not be adversely affected due to the change in the formula. Nothing in this new Agreement relative to vacation or off days shall take away any rights to vacation as already accrued by the members of this bargaining unit.

Upon termination of employment except for cause, an employee who has worked more than sixteen (16) weeks and earned vacation according to the formula outlined above shall be paid his/her accrued vacation.

Approved: *Robert C. Bobb*
Robert C. Bobb, Emergency Financial Manager

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Union Initials: DR _____

TA'D Date: January 29, 2010

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ARTICLE XIX
LONGEVITY

~~Employees shall be entitled to receive longevity payment in the amount of \$275.00 for twelve-month employees after eleven (11) years of employment with the District. The schedule of payment of longevity pay will be determined by the Chief Executive Officer. But such payment will be made no later than December 31 following the end of the fiscal year.~~

~~A late December bonus of \$150.00 per year shall be paid annually by the District to all employees who have completed 30 years of service as of July 1 of that year and who are still on the payroll as of November 30 of the same year.~~

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

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

A. HOSPITALIZATION

The District shall pay for employees in this bargaining unit the full cost of hospitalization insurance for employees and their dependents. The hospitalization plans shall include a pre-certification requirement.

Effective January 1, 1996, the medical plans provided to the employees shall be:

1. ~~Total and Wellness Plan will no longer be offered.~~
2. ~~The Blue Cross/Blue Shield Traditional Plan will remain unchanged except as noted in number 8 below.~~
3. ~~The HAP Plan will be amended 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.~~
8. ~~Hearing tests and the hearing aid rider shall continue on the Blue Cross/Blue Shield Plans.~~
9. ~~The parties agree to work together on a Joint Health Care Cost Containment Committee to review proposals and concerns from either party.~~

B. 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. B **Prescription Co-Pay DRUG PLAN:**

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.

~~Effective February 6, 1984, Bargaining unit members shall be provided a three dollar (\$3.00) co-pay prescription drug plan, administered through MEBS, Inc. This plan shall cover all employees in the Blue Cross/Blue Shield plans, as well as the HAP plans.~~

G. **OPT-OUT:**

~~Effective the October 1995 open enrollment, 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 District may, each enrollment year at the time of the enrollment period, opt-out from District coverage and for said enrollment year receive a one thousand two hundred dollar (\$1,200.00) payment from the District 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 \$1,200.00 payment provided herein. The \$1,200.00 will be paid for each enrollment year that the employee elects to opt-out under this provision.~~

D. **Dental**

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.

~~Effective March 1, 1987, the District shall provide full-family dental insurance for each employee in the bargaining unit.~~

~~The annual maximum per eligible family member for Class I and Class II benefits shall be increased to \$1500 a year.~~

E. F. **OPTICAL:**

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).

~~Effective March 1, 1987, the District shall provide full-family optical coverage for all bargaining unit members. The District shall select the carrier(s).~~

~~On the off year, new lenses shall be provided, for only unit members that have extensive computer use in payroll, transportation and data processing, if there is a change of 5 diopolar or more in their prescription.~~

~~Any additional costs, for tinting, etc., beyond the cost of the actual lenses, shall be borne by the unit member.~~

F. E. Life

The District shall underwrite the cost of group life insurance for all eligible 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.

~~Effective July 1, 1984, the maximum life insurance subsidy for each employee (not retirees) in this bargaining unit is fifteen thousand dollars (\$15,000.00).~~

~~Effective July 1, 1986, employees retiring from the District shall be provided two thousand dollars (\$2,000.00) life insurance.~~

G. PRE-TAX SECTION 125 PLAN:

The MEBS-administered District shall maintain a pre-tax Section 125 plan for members of the bargaining unit, shall be available to employees.

Approved 
Robert C. Bobb, Emergency Financial Manager

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

ARTICLE XXIII
SICK LEAVE AND BUSINESS LEAVE POLICY

B. Sick Leave - Accrual Rate

1. ~~An employee who has used all his/her sick bank may, in case of extended illness, borrow up to ten (10) days with a promissory note. These days will be deducted from accrued sick days earned in the following year.~~
2. ~~An employee terminating employment shall repay the school system the amount owed for sick leave days advanced under this policy.~~
3. The sick leave bank of employees employed in schools shall not be charged for necessary absences up to and including five (5) work days resulting from the following childhood diseases: chicken pox, measles, mumps, diphtheria and whooping cough. The statement of a licensed physician shall be required as proof of the cause of such absence.

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

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**ARTICLE XXIII
SICK LEAVE AND BUSINESS LEAVE POLICY**

C School-Related Assault

Offset

If the weekly Workers' Compensation and/or Social Security disability benefits are awarded or paid voluntarily by the employer said amounts shall be deducted from an employee's assault pay.

Benefit Termination or Limitation

1. If retirement is granted through MPSERS (regular or disability), entitlement to assault pay shall terminate even if the employee continues to receive weekly Workers' Compensation benefits.
2. If the employee rejects the report of the specialist (See XIX F) and pursues a Workers' Compensation claim any recovery shall be Workers' Compensation benefits only. The employee shall not receive assault pay benefits.
3. An employee will maintain employment for a maximum period of one (1) year while receiving workers' compensation benefits.
4. A qualified employee may apply for a vacant position prior to the expiration of the second year.

Approved:  _____
Robert C. Bobb, Emergency Financial Manager

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Union Initials: *JL* _____
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ARTICLE XXIII
SICK LEAVE AND BUSINESS LEAVE POLICY

- F. An employee entering any of the armed services of the United States will be granted a leave without pay for any leave covered by the Uniform Services Employment and Reemployment Rights Act when enrolled and assigned to active duty and will honor all obligations contained therein.

Employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit. Consideration will be given for unusual circumstances.

- G. **Regulations for Leave of Absence**
The maximum leave allowance for all purposes (except professional services) will be reduced from three (3) years to one (1) year.

Approved: *Robert C. Bobb*
Robert C. Bobb, Emergency Financial Manager

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ARTICLE XXIV
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 District 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 the State 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 District, 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 a **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. Requirement for Approved Illness Absence for Disability (Illness) With Pay, or Leave of Absence for Illness (with- out 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 Medical Screening office that the employee is unable to work.
2. 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 District's designated Physician 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 a paid disability 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 a 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 District 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 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:

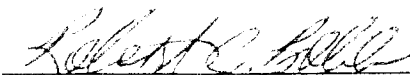
~~1. Regular conditions and provisions for continuation of insurance which apply to approved absences and/or leave of absence shall apply.~~

~~2. The decision of the District Medical Examiner is binding except that if an employee is not satisfied with the decision of the District Medical Examiner as to her ability or disability for work, the employee may appeal the decision under the following conditions:~~

~~The District Medical Examiner 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.~~

3. Human Resources The Office of Personnel may require a medical examination by the District's designated physician School District of the City of Detroit Medical Examiner for an employee at any time when the employee's ability or disability for work is questioned.

Approved: _____



Robert C. Bobb, Emergency Financial Manager

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ARTICLE XXV
ILLNESS ABSENCE - MEDICAL EXAMINATIONS AND
APPEAL TO MEDICAL OFFICE DECISION

A. An employee not able to return to work following ~~five (5)~~ three (3) consecutive days of absence for Personal Illness ~~must~~ may be required to have a medical examination by the District Medical Examiner and present appropriate District form(s) Form 431- Return to Employment Physician's Certificate completed by his/her own physician before returning to his/her assignment. If procedures are followed delays in scheduling the medical examination shall not be charged to the employee's sick bank.

After ~~five (5)~~ three (3) consecutive work days of sick leave the employee must furnish a statement from his/her physician on appropriate District form (s) Form 432-Release Pay Check Physician Certificate in order to secure his/her next pay check.

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 either from the principal (or in a non-school department, from the department head) or by a visit from the administrative nurse. Information may also be obtained on the appropriate District form(s) a Form 432 completed by the employee's physician.

Employees who remain on extended sick leave may be asked to have a medical examination by the School District of the City of Detroit Medical Examiner during the period they are absent after continued absence beyond two consecutive pay periods.

Such examinations are required when sufficient evidence of continued illness is not obtainable by other means. If convalescence outside of town is recommended by one's own physician and approved in advance by the District's designated Physician Medical Examiner, such absence may be charge to sick leave.

~~In absences involving compensation under the State of Michigan Compensation Law, charges to sick leave allowances are made only to the extent necessary to maintain the employee's regular biweekly gross earnings.~~

~~The Office of Personnel Human Resources~~ may require a medical examination by the ~~District's designated Physician School District of the City of Detroit Medical Examiner~~ for an employee at any time when the maintenance of minimum health standards in a school or department is in question.

An employee returning from a leave of absence as provided for on the appropriate District form (s) in ~~Form 4043-REQUEST FOR LEAVE OF ABSENCE OR EXTENSION OF LEAVE~~ must may have a medical examination by the District's designated Physician ~~School District of the City of Detroit Medical Examiner~~. The appropriate District form (s) completed by Form 431 for the employee's personal physician is required for return from leave of absence for illness or maternity.

An employee sustaining an injury requiring the use of a bandage, cane, crutch, cast, or similar type of support is required to have the approval of the Medical Department. Such cases must be referred by the principal through the usual channels to the District's designated Physician School District of the City of Detroit Medical Examiner for approval before the employee may return to duty.

An employee who has been ill with a communicable disease must have a medical examination by the District's designated Physician School District of the City of Detroit Medical Examiner.

If a regular 39-week employee is absent for illness on the first day of the work schedule in the school year, the illness must be confirmed by the Medical Office, or a written request for approval from the employee must be approved by Human Resources the Chief-Fiscal-Officer. This applies to absence for one or more days. Approval by the Medical Office requires the completion of appropriate District form(s) Form 432 from the employee's attending physician to the medical office

Approved: 
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #15

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, E, G, H - AFL-CIO
NON-INSTRUCTIONAL SUPERVISORY PERSONNEL

Proposal Date: December 17, 2009 DPS Proposal: As Is _____ Modified _____

DPS Initials: *LAG*

Union Initials: *DK*

TA'D Date: January 29, 2010

ARTICLE XXV
LEAVE FOR UNION BUSINESS

Two (2) members of the Union selected to attend a Local, State or National Union Convention shall be allowed time off to attend such convention provided such time does not interfere with an employee's employment obligations with the Detroit Public Schools. The School District of the City of Detroit will be notified in writing by the local Union president, five (5) days prior to the event and the employee shall complete the necessary forms required for approved absence without pay.

Approved: *Robert C. Bobb*
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, E, G, H - AFL-CIO
NON-INSTRUCTIONAL SUPERVISORY PERSONNEL

Proposal Date: December 17, 2009 DPS Proposal: As Is _____ Modified _____

DPS Initials: 

Union Initials: _____

TA'D Date: January 29, 2010

ARTICLE XXVIII
WAGES

A. All bargaining unit members shall be subject to the following:

1. Six percent (6%) wage reduction and five (5) furlough days beginning February 1, 2010 ending June 30, 2010.
2. Six percent (6%) wage reduction and ten (10) furlough days beginning July 1, 2010 through the term of the Agreement.

Furlough days will be days off without pay and the specific dates and hours will be mutually agreed to between the employee and the employee's supervisor.

3. There will be a wage reopener for 2012-2013 and 2013-2014.

B. **Salary Steps**

Effective July 1, 2009, salary step increments for all bargaining unit members shall be suspended for the duration of the Agreement.

Approved: 
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, E, G, H - AFL-CIO
NON-INSTRUCTIONAL SUPERVISORY PERSONNEL

Proposal Date: December 17, 2009 DPS Proposal: As Is _____ Modified _____
DPS Initials: _____
Union Initials: _____
TA'D Date: January 29, 2010

ARTICLE XXIX
EMERGENCY CONDITIONS

Unit members are classified as either 52-week or non-52 week employees.

When a work location is closed after the start of the work day due to building problems, employees will be dismissed without a loss of pay.

Ten-Month Employees Non-52 Week :

1. Scheduled days of student attendance that are cancelled because of conditions not within the control of authorities, shall be rescheduled when the district is unable to meet the State mandatory requirements.
2. When the cancelled days become less than the State requirement for student attendance, ten-month employees shall not be compensated for mentioned days. Such days will be rescheduled with employees being paid the pay period following.
3. Rescheduling of days shall not affect annual salary, compensation or other benefits provided within this Collective Bargaining Agreement.

Twelve-Month Employees 52-Week:

Maintenance and transportation employees, excluding Food Service and others, will be paid at the rate of double time if required to work on a day declared as an emergency day by the Chief Executive Officer.

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

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, E, G, H - AFL-CIO
NON-INSTRUCTIONAL SUPERVISORY PERSONNEL

Proposal Date: December 17, 2009 DPS Proposal: As Is _____ Modified _____
DPS Initials: *[Signature]*
Union Initials: *[Signature]*
TA'D Date: January 29, 2010

ARTICLE XXX
OVERTIME AND CALL-IN TIME

A. Overtime Pay

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.

Saturday, Sunday and Holidays

Each unit employee shall be paid his/her regular rate of pay for work performed on Saturdays, Sundays and holidays, unless the above paragraph applies

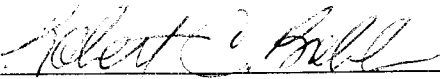
Overtime will be paid in the following manner:

1. ~~One and one-half (1-1/2) times the employee's regular rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.~~
2. ~~Saturday work (6th day) will be paid at a rate of one and one-half (1-1/2) times the employee's regular rate.~~
3. ~~Saturday work (6th day) for supervisors of employees who receive double time on this sixth day will also be paid at the double time rate.~~
4. ~~Sunday work (7th day) and/or holidays, the rate will be two times the employee's regular rate of pay.~~

B. Call-In Time:

When members of this bargaining unit are requested by their department head to report for work at times other than their regular work shift in order to meet emergency situations, the called back employee will receive time and one-half (1-1/2) rate of pay for all hours worked on Saturday or Sunday if they have worked their scheduled days, receive as approved and authorized by the department head, the time and one-half (1

~~1/2) rate of pay for actual time worked or a minimum of four hours straight time, whichever is greater. The minimum of four 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
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, E, G, H - AFL-CIO
NON-INSTRUCTIONAL SUPERVISORY PERSONNEL

Proposal Date: December 17, 2009 DPS Proposal: As Is _____ Modified _____
DPS Initials: RB
Union Initials: IR
TA'D Date: January 29, 2010

ARTICLE XXI
MILEAGE AND TOOL ALLOWANCE

~~Effective on the ratification of the successor agreement. For each school year, the mileage rate shall reflect the rate that is used by the Internal Revenue Service for tax purposes for a maximum of 500 miles per month per employee.~~

~~Employees who have met the (seven hundred) 700-mile monthly cap on mileage shall be reimbursed for mileage in excess of (seven hundred) 700 miles if they are directed to do so by a line administrator, and the line administrator has been notified that the travel will result in exceeding the cap. Such notice must be given in advance of the travel.~~

Approved Robert C. Bobb
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, E, G, H - AFL-CIO
NON-INSTRUCTIONAL SUPERVISORY PERSONNEL

Proposal Date: December 17, 2009 DPS Proposal: As Is Modified _____
DPS Initials: [Signature]
Union Initials: DR
TA'D Date: December 21, 2009

[DELETE the entire Article]
ARTICLE XXXIII
PERSONAL PROPERTY LOSS

~~The District will pay up to \$100 annually toward personal property damage actually incurred by an employee. Theft and damage reports with documentation must be provided. Personal property is defined as anything a person would normally wear or carry into the building or location, but does not include cash, automobiles or motorized vehicles of any sort.~~

~~In the event the employee also collects money for the same loss from his/her own insurance carrier, the employee is obligated to reimburse the employer. Settlement for any loss claimed under this article shall be made at the end of the semester in which the loss is verified through the presentation of receipts or bills by the employee.~~

Approved: [Signature]
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
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INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 - A, B, C, E, G, H - AFL-CIO
NON-INSTRUCTIONAL SUPERVISORY PERSONNEL

Proposal Date: December 17, 2009 DPS Proposal: As Is _____ Modified _____

DPS Initials: *[Signature]*

Union Initials: *[Signature]*

TA'D Date: December 21, 2009

[DELETE the entire Article]
ARTICLE XXXVI
PARKING ALLOWANCE

~~Beginning with the 1999-2000 school year all unit members whose primary assignment is housed in the Schools Center Building or Schools Center Annex shall receive a \$360 annual parking allowance.~~

~~The parking allowance will be paid no later than August 1, following 180 days of service in these building.~~

~~If a qualifying unit member is reassigned to another work location or otherwise separates from the District following less than 180 days of service at the Schools Center Building or Schools Center Annex, the \$360 annual parking allowance shall be paid at a prorated rate.~~

Approved: *Robert C. Bobb*
Robert C. Bobb, Emergency Financial Manager