

SETTLEMENT AGREEMENT

BETWEEN

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

AND

82010
06 30 2003
AFL-CIO
X

**THE NON-INSTRUCTIONAL
SUPERVISORY PERSONNEL**

LOCAL 547 – AFL-CIO

**Final Settlement Agreement
Between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel
Local 547 – AFL-CIO**

It is hereby agreed by and between the School District of the City of Detroit and the Non-Instructional Supervisory Personnel, Local 547, in final settlement of all outstanding issues under negotiation, as follows:

1. The parties' new Collective Bargaining Agreement, the terms of which are fully set forth herein, shall be in effect for the period of July 1, 1999 through June 30, 2003;
2. All provisions of the expired Agreement (July 1, 1997 – June 30, 1999)¹ not specifically changed herein are carried forward into this Agreement.
3. This Agreement consists of numbered pages 1- 35 and initialed by the parties' chief negotiators.

For the Non-Instructional Supervisory Personnel:

Rp Schloep

For the School District of the City of Detroit:

John C. Williams

Date: 5-10-2000

APPROVED: [Signature]

David Adamany
Chief Executive Officer

Date: 5-20-2000

¹ The 1999-03 Collective Bargaining Agreement consists of the printed 1994-97 Collective Bargaining Agreement as modified by the Tentative Agreement of the parties dated November 6, 1998.

TW
PM
5-10-2020

**Settlement Agreement
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

CONTRACT CLEANUP - REVISED

1. Delete all references to "General Superintendent", "School Board", "Human Resources", "Fiscal Services" and "Educational Services"
2. Replace with "Chief Executive Officer" and "Appropriate Administrator" or "Appropriate Administrative Unit."

Mk
Rs
5/10/2010

**Settlement Agreement
between
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and
The Non-Instructional Supervisory Personnel**

Article II – RESIDENCY

(add new last sentence)

“This provision will sunset with the effective date of the change in state law.”

fy
5-10-2000

**Settlement Agreement
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

Article VIII - GRIEVANCE PROCEDURE (Delete entire section)

Replace with:

A sincere attempt shall be made to resolve any difference by oral interview between the grievant or grievants or the Union and the appropriate administrator for employees regularly assigned to schools or the applicable unit head for employees not regularly assigned to schools before the difference becomes formalized as a grievance. If an issue cannot be resolved informally, it shall be settled in accordance with the following procedures:

Step 1

Complaints, grievances, or disputes arising out of the operation and interpretation of this Agreement shall be presented to the appropriate administrator or his representative within ten (10) working days from the time that the event took place or within ten (10) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance.

Upon receipt of the grievance, the appropriate administrator (office head, department head, or division head) shall arrange for a conference within five (5) working days after receipt of the grievance.

The grievant may be heard personally and may request representation by the Union. The Union will be afforded the opportunity to be present at any grievance hearing.

The appropriate administrator shall render a decision and communicate it in writing to each grievant, the Union, and the DPS Office of Labor Contract Management within five (5) working days after the completion of the conference.

Step 2 – Appeal to Chief Executive Officer

Within fifteen (15) working days after receipt of the decision of the appropriate administrator, the Union may appeal to the Chief Executive Officer (through the Office of Labor Contract Management) the decision rendered by the appropriate administrator. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the appropriate administrator.

The Chief Executive Officer or his/her designated representative shall meet with the parties concerned within fifteen (15) working days after receipt of the appeal request. Within fifteen (15) working days after the conference, the Chief Executive Officer shall render a written decision which shall be forwarded to the Union, and the appropriate administrator.

Handwritten notes in the top right corner, possibly including a signature and the date "5-10-2004".

Step 3 – Arbitration

If a grievance is not satisfactorily settled at Step 2, the Union may, within twenty (20) working days file for arbitration in accordance with the following:

- a. In writing, submit to the other party a Demand For Arbitration of any grievance under this Agreement to final and binding arbitration. If the parties are unable to agree upon an arbitrator within seven (7) working days of notice to arbitrate, the party demanding arbitration shall refer the matter to the Michigan Employment Relations Commission, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute at his discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.

- b. Or, if either party so requests, District and Union representatives will meet further to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation. In Steps 1 and 2 any decision not appealed to the next step of the grievance procedure within fifteen (15) working days from the date a written decision is furnished in accordance with the provisions set forth above, unless an extension is agreed upon in writing shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual, written consent.

General Grievance Powers

If the Union fails to abide by any timeline or deadline contained in this section, the grievance shall be considered resolved. Timelines or deadlines may be waived or extended only by the mutual agreement of the parties.

The resolution of all grievances shall be in accordance with the procedures which are a part of this Agreement. If the grievant is scheduled to appear and fails to appear at a scheduled grievance conference scheduled at the Union's request, the grievance shall be considered resolved.

The attendance or presence at any grievance conference of any person who is not a party to the grievance, a necessary witness, a necessary administrative staff member, or a Union representative shall not be permitted.

All grievances shall be processed confidentially. Neither party shall reveal information nor make any statement concerning the grievance to any person not a party to the grievance while the grievance is being processed.

By
5-10-2006

**Settlement Agreement
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

Article XII – LAY-OFF AND RECALL PROCEDURE

New Language:

In the event, the District deems it necessary, 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 Chief Executive Officer.

Page 5-10-2000

**Settlement Agreement
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Article XIII – GOALS AND OBJECTIVES

(Delete Entire Section)

Article XIII - PERFORMANCE EVALUATION

(New Language)

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.

Rz
5-10-2013

**Settlement Agreement
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

Article XV – PROMOTIONS AND TRANSFERS (Delete)

New Language:

Unit members will be assigned to specific school buildings and other buildings operated by the District in accordance with its policies, procedures and as provided in this Agreement.

If for any reason an employee is transferred or promoted to a position not included in the bargaining unit, and is thereafter transferred back to a position within the bargaining unit, he/she shall return to the bargaining unit with full seniority rights and benefits, including the seniority he/she should have accumulated had he/she not been transferred out of the bargaining unit.

A. Promotions - Eligibility Pools

1. Upon request from the appropriate administrator, the Department of Human Resource Management and Planning shall post an Announcement for a specific vacancy. This posting will include all qualifications necessary to fill the vacancy. Persons wishing to apply must submit applications in accordance with the directives outlined in said announcement.

(Note: A prospective candidate can apply for a vacancy which demands a lower classification, but cannot apply for a vacancy for which he/she is not deemed eligible).

Unit members currently employed by the District, who wish to apply for a vacancy will be classified in the eligibility pool as either a voluntary transfer or promotion. In addition to the eligibility requirements identified in the announcement, a current employee's eligibility will also be predicated on the following:

- He/she must not presently be charged with a disciplinary infraction;
- He/she must not have been penalized for a disciplinary infraction for at least one year (12 months prior to the date of posting the announcement);
- He/she must have received a satisfactory job performance evaluation during the last rating period; and/or,
- If the selection to fill the posted vacancy will result in a voluntary transfer for the applicant, he/she must not have been previously granted a voluntary transfer within the preceding one year (12 months prior to the date of posting the announcement);
- He/she must have passed the promotional examination. (If applicable.)

123
5.10.2000

Applicants who are not currently employed by the District must satisfy the statutory and District employment policy requirements for employment in addition to the eligibility requirements identified in the announcement.

2. a. When candidates for a position have been identified, applicant pools will be prioritized in the following order:
 - 1) Except as otherwise required by law (including court and arbitration decisions), displaced persons, e.g. due to reconstitution, returns from leaves, other than Workers' Compensation, and F.M.L.A.
 - 2) Voluntary transfers;
 - 3) Promotions; and,
 - 4) Prospective employees
 - b. Individual applicants within the pools identified as one, two and three above will be prioritized by seniority, within their respective pool. (Unit seniority will have precedent over district seniority)
 - c. The Department of Human Resource Management and Planning will identify the five top applicants for each vacancy consistent with the priorities cited above.
3. Selections for each vacancy will be as follows:

Locations Other Than Schools

- The applicable department within the Division of Operations shall interview the five applicants.
- 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 Resource Management and Planning assigning the most senior candidate from the five applicants presented for interview. (Unit seniority will have precedent over District seniority)

B. Transfers

1. In recognition of the commitment by both the School District of the City of Detroit and the Union to the principle of total involvement in seeking solutions to educational problems, it is acknowledged by both parties that on occasion it is in the best interests of both parties to transfer an employee and that the District retains the right to transfer a unit member covered by this Agreement from one position to another in these circumstances.

2. In the case of individual transfers:

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

RG
5-10-2000

3. Whenever there is a need for an involuntary transfer it will constitute a provisional assignment.
4. No voluntary transfers shall be permitted unless the current assignment passes inspection by the applicable department or office: Management and Capital Improvements, Human Resources, Payroll, Data Processing, Purchasing, etc.

C. Exceptions

Notwithstanding the provisions of this article, exceptions may be made to the above procedures to comply with applicable laws, including court and arbitration decisions.

PL
5-10-2002

**Settlement Agreement
between
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Article XVI – HOLIDAYS (Add Language)

A bargaining unit member shall be eligible for the paid holiday, provided he/she works either the day before or the day after such holiday, or is receiving vacation or sick pay, other than personal business.

RC
5-10-2000

**Settlement Agreement
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Article XIX – LONGEVITY PAY (Revised Language for First Paragraph)

Employees shall be entitled to receive longevity payment in the amount of \$275.00 for twelve-month employees after 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.

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5-10-2000

**Settlement Agreement
between
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The Non-Instructional Supervisory Personnel**

Article XXI.D - INSURANCE OPTION (Add Language)

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

pc
5-10-2000

**Settlement Agreement
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The Non-Instructional Supervisory Personnel**

Article XXI.F. – OPTICAL INSURANCE (Additional Language)

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 diopters 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.

fcc
5-10-2000

**Settlement Agreement
between
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The Non-Instructional Supervisory Personnel**

Article XXI (New Language)

APPEAL TO MEDICAL OFFICE DECISION

The decision of the Medical Office in this Article is binding except that if an employee is not satisfied with the decision of the District Medical Office, as to his/her ability or inability to work, the employee must appeal the decision of the Medical Office to the Office of Labor Contract Management within three (3) business days from the receipt of the medical report under the following conditions:

The School District of the City of Detroit and the Union shall mutually agree within ten (10) business days as to who the appropriate specialist shall be. The unit member shall consult the designated specialist and the School District of the City of Detroit shall pay one-half (1/2) of the cost of the evaluation and the unit member shall pay the other half. Within twenty (20) business days the specialist shall furnish a report relative to his/her evaluation to the School District of the City of Detroit, to the Union and to the unit member. The determination of the specialist shall be final and binding as to whether the unit member is able or unable to return to work. The time limits specified in this procedure may be extended by mutual agreement.

Failing agreement by the District and Union on selection of the appropriate specialist, the unit member's physician and the District's Medical Examiner shall select the appropriate specialist.

RC
5-10-2000

**Settlement Agreement
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Article XXIII - SICK LEAVE AND PERSONAL BUSINESS LEAVE POLICY

Article XXIII.B.3. & 4. - SICK LEAVE (Delete)

(New language)

Employee absences resulting from school-related assault shall not be charged against sick leave, although the employee's regular gross earnings shall be maintained. The maintenance of regular gross earnings, termed "assault pay," is subject to the following provisions:

1. The Report of Industrial Injury shall be filed with the Principal/Appropriate Administrative Unit Head within five (5) business days of the incident giving rise to the claim or no later than five (5) work days after the claimant first sought medical treatment for the claimed injury.
2. The employee must file for Workers' Compensation benefits when eligible, no later than thirty (30) calendar days from the date given rise to the assault claim.
3. When the employee presents medical documentation that they are unable to return to work then, or for the foreseeable future and are seeking benefits under this article, they will be notified by the School District of the City of Detroit that they must file no later than five (5) business days for MPERS retirement (regular or disability).
4. When the employee presents medical documentation that they are unable to return to work then, or for the foreseeable future, and are seeking benefits under this article, they will be notified by the School District of the City of Detroit that they must file no later than five (5) business days for social security benefits (normal, early or disability).
5. Failure of an employee to apply for such benefits, within the time limits, shall disqualify the employee from receiving further benefits under this section.
6. Failure of an employee to notify the School District of the City of Detroit of the result of applying for these benefits, acceptance or denial, within five (5) business days from the date the result was received by the employee shall also result in immediate disqualification from further receipt of assault pay.

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 MPERS (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 and pursues a Workers' Compensation claim any recovery shall be Workers' Compensation benefits only. The employee shall not receive assault pay benefits.

PC
9-10-2000

**Settlement Agreement
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Article XXVIII - WAGES **(Delete first three paragraphs)**

Substitute language:

A. Effective July 1, 1999, all bargaining unit members, shall receive a base wage increase of two percent (2%) wage increase.

Effective July 1, 2000, all bargaining unit members shall receive a base wage increase of two percent (2%) wage increase.

Effective July 1, 2001, all bargaining unit members shall receive a base wage increase of two percent (2%) wage increase.

Effective July 1, 2002, all bargaining unit members shall receive a base wage increase of two percent (2%) wage increase.

B. Salary Steps (New Language)

1. A unit member's right to receive the salary step increases provided for in this Agreement, shall be contingent upon satisfying the following prerequisite:

The employee must meet the School District of the City of Detroit Attendance Standard of 96% (currently 8 days of absence for 39-week unit members; 10 days for 12-month employees).

The employee will be notified prior to his/her ninth day of non-exempt absence.

2. A unit member shall be restored to his/her correct salary step upon the satisfaction of the following condition.

The employee is in compliance with the School District of the City of Detroit Attendance Standard for a period of 12 months.

3. The following shall not count as absences under the School District of the City of Detroit Attendance Standard for purposes of this section: (1) absences which qualify as entitlements under either the Family and Medical Leave Act (FMLA) or Workers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; and (9) two (2) emergency days as defined in Article XXIII.D.3. When a unit member's qualifying absence under the FMLA extends beyond the FMLA period, the additional absences shall not count

RC
5-10-2000

as absences under the School District of the City of Detroit Attendance Standard; and (10) earned vacation.

4. Disputes about absences arising from FMLA claims may be appealed to the District's medical or civil rights offices.

Disputes about absences arising from Workers' Compensation claims may be appealed to the District's Office of Risk Management.

All other disputes about absences may be appealed through the grievance process identified in the collective bargaining Agreement.

If a unit member is denied a salary step increase and based on some further determination it is found that the employee is not in violation of the School District of the City of Detroit Attendance Standard, then the employee will be made whole for any previous salary step increases which the employee was denied under this provision.

C. Unit members at maximum (New Language)

1. For any unit member who is currently paid at the maximum rate of the salary schedule provided in of this Agreement, the unit member's right to receive the pay adjustment for the next school year that has been negotiated between the parties shall be denied if the unit members fails to meet the attendance criteria according to the School District of the City of Detroit Attendance Standard of 96% (at least ten (10) days for 12 month employees; at least eight (8) days for 10 month employees).

2. A unit member's right to receive the following year's pay adjustment negotiated between the parties shall be reinstated when the unit member is in compliance with the School District of the City of Detroit Attendance Standard for a period of 12 months.

3. The following shall not count as absences under the School District of the City of Detroit Attendance Standard for purposes of this section: (1) absences which qualify as entitlements under either the Family and Medical Leave Act (FMLA) or Workers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; and (9) two (2) emergency days as defined in Article XXIII.D.3. When a unit member's qualifying absence under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences under the School District of the City of Detroit Attendance Standard; and (10) earned vacation days.

4. Disputes about absences arising from FMLA claims may be appealed to the District's medical or civil rights offices.

Disputes about absences arising from Workers' Compensation claims may be appealed to the District's Office of Risk Management.

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5-10-2008

All other disputes about absences may be appealed through the grievance process identified in the collective bargaining Agreement.

If an employee is denied a salary rate increase and based on further determination it is found that the employee is not in violation of the School District of the City of Detroit Attendance Standard, then the employee will be made whole for the salary rate increase which the employee was denied under this provision.

PLC
5-10-2000

**Settlement Agreement
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

Article XXXI - MILEAGE ALLOWANCE

Effective on the ratification of the successor agreement, the mileage rate shall reflect the rate that is used by the Internal Revenue Service for tax purposes.

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.

PLC
5-10-2000.

**Settlement Agreement
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

Article XXXIV - GENERAL

The School District of the City of Detroit reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and the United States. In addition, the School District of the City of Detroit reserves the right to govern and manage the District in all respects, except as to limitations on the right to govern and manage that are specifically set forth in this Agreement. However, all District policies and procedures of which the Union has notice and which do not conflict with the Collective Bargaining Agreement are part of the Collective Bargaining Agreement. The parties both recognize the possibility that emergency situations may arise in which prior notification is not feasible.

The parties will meet annually to identify those practices which conflict with the Collective Bargaining Agreement and/or District policy. Only practices identified and agreed to may be relied upon as a defense for purposes of grievances or arbitrations.

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 District, the Union, and employees in the bargaining unit, and in the event that any provisions 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.

1/4
5-10-2000

**Settlement Agreement
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

INFORMATION (New Language)

The Union shall receive copies of all policies and procedures adopted by the District.

The District shall supply the Union with a list of the names, address, file numbers and job locations of new employees.

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5-10-2000

**Settlement Agreement
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

PARKING ALLOWANCE (New Language)

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 buildings.

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.

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5-10-2000

**Settlement Agreement
between
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The Non-Instructional Supervisory Personnel**

Article IX - DISCHARGE OR DISCIPLINE (Last Sentence)

Except as required by law, all record of disciplinary action shall be removed, upon request by the employee, after thirty-six (36) consecutive months without any other disciplinary action.

LETTERS
OF
UNDERSTANDING

**Letter of Understanding
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

The parties will meet to discuss the implementation of direct deposit of paychecks to local banking institutions and frequency of paychecks.

For the Union:

Bj Schweg

Date: 5-10-2000

For the School District of the City of Detroit:

Robert C. Williams III

Date: 5-10-00

**Letter of Understanding
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

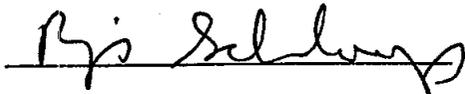
By their representatives' signatures below, the parties agree to review all health care benefits currently offered to the unit members.

A Joint Union-Management Committee of all signatories, including a third party consultant, who specializes in the area of employee benefits, shall be formed by a date to be agreed to by the Parties during the 1999-2000 school year. The third party consultant shall serve in an advisory capacity only. The joint committee shall only reach agreement on the specification of benefits. The benefits specified are to be equivalent in coverage and benefits presently offered to the unit members.

If the signatories cannot agree on the specified benefits, each party will present its proposal to a third party arbitrator who will be limited to the selection of the Union proposal or The District proposal.

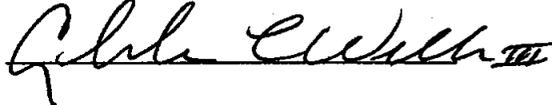
Once the benefit package is defined, it will be bid by The District following its normal purchasing guidelines.

For the Union:



Date: 5-10-00

For the School District of the City of Detroit:



Date: 5-10-00

**Letter of Understanding
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

DISCIPLINARY ACTION BECAUSE OF ABSENTEEISM

By their signatures below, the parties' representatives agree with the statement captioned below.

The intent of this statement is to clarify existing contractual language and personnel practices, and is not intended to alter existing contract language or practices.

"The parties agree that the Board may implement a schedule of discipline based upon suspected abuse of sick bank by any unit member subject to the just cause provision."

For the Union:

[Handwritten Signature]

Date: 5-10-2000

For the School District of the City of Detroit:

[Handwritten Signature]

Date: _____

**Letter of Understanding
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

By their representatives' signatures below, the parties agree to clarify the effective date of annual increments as indicated below.

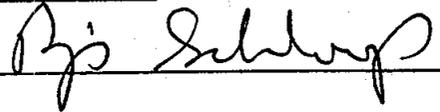
No unit member's progress along the increment steps will be negatively impacted as a result of this change.

Effective July 1, 2000 annual increments will be processed twice annually -- January 1 and July 1, according to the scheduled identified below.

Employees with the most recent effective date of :

July 1, 2000 – September 30, 2000	July 1, 2001
October 1, 2000 – March 31, 2001	January 1, 2002
April 1, 2001 – June 30, 2001	July 1, 2002

For the Union:



Date: 5-10-2000

For the School District of the City of Detroit:



Date: 5-10-00

**Letter of Understanding
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

By their representatives' signatures below, the parties agree to meet within sixty (60) days after ratification of this Agreement to develop a design for a supervisors training program to be conducted for existing employees in the unit.

For the Union:

[Handwritten Signature]

Date: 5-10-2000

For the School District of the City of Detroit:

[Handwritten Signature]

Date: 5-10-00

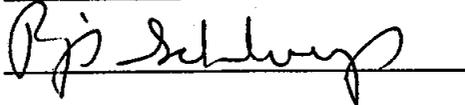
**Letter of Understanding
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

By their representatives' signatures below, the parties agree to the following.

In the event that there is a significant layoff of unit members within the life of the current collective bargaining Agreement, the parties will meet to discuss the possibility of a severance package for laid off unit members.

In such an eventuality, the parties will meet at least thirty (30) days prior to the effective date of the layoff.

For the Union:



Date: 5-10-2000

For the School District of the City of Detroit:



Date: 5-10-00

**Letter of Understanding
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

By their representatives' signatures below, in order to facilitate improvements in business processes, the parties agree to create a joint purchasers user group committee including representative of the Local Union, purchasing, and the appropriate departments, to ensure the cost effective and timely availability of various materials essential to the operation of the Department.

The parties understand that the success of the various departments covered by this Agreement requires access to the parts and materials necessary to perform their respective functions.

For the Union:

R. J. Schwegel

Date: 5-10-2000

For the School District of the City of Detroit:

John C. Williams

Date: 5-10-00

**Letter of Understanding
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

By their representatives' signatures below, the parties agree that it is in the best interests of the District and the community to participate in the various Apprenticeship Programs of the crafts, supervised by this bargaining unit. The Department of Facilities Management and Capital Improvement agrees to discuss the appropriateness of utilizing such programs. It is recognized, however, that participation in such programs will require the participation and approval of the Greater Detroit Building Trades Council.

For the Union:



Date: 5-10-00

For the School District of the City of Detroit:

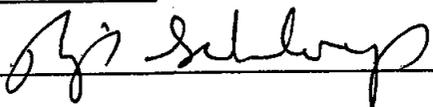


Date: 5-10-00

**Letter of Understanding
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

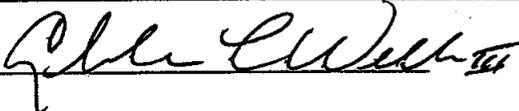
By their representatives' signatures below, the parties agree that, in the Food Service Unit, a Joint Labor/Management Committee will be convened, to discuss improved business practices, equipment needs, staffing concerns created by Michigan's Work First Program and other issues relevant to providing quality services.

For the Union:



Date: 5-10-2000

For the School District of the City of Detroit:



Date: 5-10-00

**Letter of Understanding
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

By their representatives' signatures below, the parties recognize that a pilot program has been initiated where the Department of Facilities Management and Capital Improvement assigns trades people to a particular constellation.

The parties agree, for purposes of the pilot program only, that the position of Constellation Trades Unit Manager will be established to supervise the aforementioned trades people. Persons in this position will be paid at the general foreperson rate.

For the Union:



Date: 5-10-00

For the School District of the City of Detroit:



Date: 5-10-00

**Letter of Understanding
between
The School District of the City of Detroit
and
The Non-Instructional Supervisory Personnel**

By their representatives' signatures below, the parties agree that any General Foreperson who performs coordination duties at the direction of the Department of Facilities Management and Capital Improvement shall receive a semi-annual stipend of \$1,250.00.

If less than a six (6) months of coordination duties are performed, the stipend payment shall be prorated.

For the Union:

Ry's Schroy

Date: 5-10-2000

For the School District of the City of Detroit:

John C. Wells III

Date: 5-10-00