

**COLLECTIVE BARGAINING
AGREEMENT UNDER THE LOCAL
FINANCIAL STABILITY AND CHOICE
ACT**

BETWEEN

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

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 324,
NON-INSTRUCTIONAL SUPERVISORY
PERSONNEL**

JULY 1, 2014

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THIS AGREEMENT is effective July 1, 2014 between the School District of the Detroit Public Schools, Detroit, Michigan, (hereinafter referred to as the “District”) and the International Union of Operating Engineers, Local 324, Non-Instructional Supervisory Personnel (hereinafter referred to as the “Union” or “NISP”) under the Local Financial Stability and Choice Act, 2012 PA 436). The duration of the agreement is from July 1, 2014 through June 30, 2016.

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the school children of the City of Detroit, the District, the Employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the District’s success in establishing a proper service to the community. To those ends, the District and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The Local Financial Stability and Choice Act, 2012 PA 436, MCL 380.1-380.1853, 388.160.1772, 141.1541, et. seq., 423-201-423.217 provides that an Emergency Manager appointed under PA 436 may reject, modify or terminate the collective bargaining agreement.

ARTICLE 1 – RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, the District does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to the rate of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees of the District included in the bargaining unit who hold the title of Class B Food Service Manager, Class C Food Service Manager, Class A Food Service Manager, Constellation Manager, Constellation Food Service Manager, Special Programs Specialist, Payroll Department Supervisor, Purchasing Department Supervisor, and Payroll Administrative Supervisor, subject to PA 436.

ARTICLE 2 – UNION FEES AND DUES

- A. The District is prohibited from assisting the Union in collecting dues or service fees from wages of District employees.
- B. 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.
- C. The District recognizes the Michigan Freedom to Work (Public Act 349 of 2012) as the law under which the collective bargaining agreement is governed.

ARTICLE 3 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The District reserves all rights and powers conferred upon it by the Constitution and the laws of the State of Michigan and the United States. In addition, the District reserves the right to govern and manage the District in all respects, except as to limitations on the right to govern and to manage that are specifically set forth in this Agreement. District policies and procedures are part of this Agreement.
- B. 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 the employees in the bargaining unit. 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.

ARTICLE 4 – EQUAL EMPLOYMENT AND UNION MEMBERSHIP OPPORTUNITIES

There shall be no discrimination against any person in employment or in the Union membership because of race, sex, religion, color, creed or national origin. The parties will work together to assure equal employment opportunities for all. The District will comply with all state statutes governing age discrimination. The District will give equal opportunity and treatment to all District employees covered by this Agreement.

ARTICLE 5 – UNION RIGHTS

Members of this Unit generally work within the scope of their classification. It is recognized that during a particular emergency, an employee, in order to protect life or property, may perform a task which traditionally has fallen outside of his/her classification.

ARTICLE 6 – PROHIBITION AGAINST STRIKES

There shall not be any strike action or other concerted withholding of services of any type engaged in by the Union or any of the employees in this bargaining unit against the District, nor shall any such action be encouraged by the Union. There shall be no lockout by the District against the Union. The Union will take all affirmative steps necessary to constitute a good faith effort to discourage, prevent, and terminate any strike action or other concerted withholding or services of any type against the District by any of its members.

ARTICLE 7 – STEWARDS

- A. The District recognizes the right of the Union to designate one (1) steward and one (1) alternative steward.

- B. Where necessary, in the interest of maintaining a cooperative relationship between the Union and the District, the Steward shall be permitted a reasonable time to investigate and present grievances but shall not receive any extra pay from the District because of the performance of such duties. The Steward shall to the extent possible, perform his/her duties as Steward without interference with his/her own job functions or the job functions of other employees. The Steward shall not leave his/her job to conduct his/her duties as Steward without first securing the permission of his/her immediate supervisor. The union will provide the District with the names of the designated stewards at the beginning of each school year and/or when the union changes its designations.

ARTICLE 8 – PROBATIONARY EMPLOYEES

Except as otherwise provided in this Agreement, employees appointed or promoted to a regular position in the unit (or transferred from one department to another department within the District) shall be considered probationary employees for the first ninety days in the position.

ARTICLE 9 – SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Union and the appropriate representatives of the District upon the request of either party. Unless otherwise agreed, such meetings shall be between two (2) representatives of the Employer and two (2) representatives of the Union. Unless otherwise agreed, arrangements for such special conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the special conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Such conferences shall, to the extent possible, be held during regular work hours.

ARTICLE 10 – GRIEVANCE PROCEDURE

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 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 in writing to the appropriate administrator or his/her representative within ten (10) calendar days from the time that the event took place or within ten (10) calendar 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 or the applicable unit head shall arrange for a conference within seven (7) calendar days after receipt of the grievance.

The grievant may be heard personally and may request representation by the Union. The appropriate administrator shall render a decision and communicate it in writing to each grievant, the Union, and the District's Office of Labor Relations within fourteen (14) calendar days after the completion of the conference.

STEP 2: Within seven (7) calendar days after receipt of the decision of the appropriate administrator, the Union may appeal to the Emergency Manager (or designees), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) (through the Office of Labor Relations) 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 Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) shall meet with the parties concerned within twenty-one (21) calendar days after receipt of the appeal request. Within twenty-one (21) calendar days after the conference, the Emergency Manager (or designee) or the in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) shall render a written decision which shall be forwarded to the Union, and the applicable unit head.

STEP 3: Arbitration: If a grievance is not satisfactorily settled at Step 2, the Union may, if applicable, within twenty-one (21) calendar days file for arbitration in accordance with the following:

1. In writing submit to the other party a Demand for Arbitration of any grievance under this Agreement. If the parties are unable to agree upon an arbitrator within seven (7) calendar 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 an 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 amendment 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/her decision in writing no later than thirty (30) calendar days from the date of the close of the arbitration hearing. The arbitrator's opinion shall be final and binding on all parties.
2. In the alternative, if either party so requests, the District and the 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) calendar 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.

Procedures for Grievances Not Under the Jurisdiction of the Application Unit

Head: The Union shall submit any such grievance in writing to the Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) through the Office of Labor Relations within twenty-one (21) calendar days following the act or condition which is the basis for the grievance.

The Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee), or his/her designated representative, shall meet with the concerned parties. Within twenty-one (21) calendar days after receipt of the grievance, the Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) shall render a written decision which shall be forwarded to the Union. The decision of the Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) and/or his/her designated representative may be appealed to arbitration under the provisions of Step 3 above.

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, unless the employee gives written permission for the Union to proceed in the employee's absence.

The attendance or presence at any grievance conference and/or arbitration 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.

ARTICLE 11 – COMPUTATION OF BACK WAGES AND OVERPAYMENT

Pursuant to Fair Labor Standard Act ("FLSA"), claims related to 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.

ARTICLE 12 – DISCIPLINE

Consistent with the standard of arbitrary and capricious, discipline procedures will be determined by the Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee). Such procedures will include:

- A. The District employee covered by this Agreement and the union must be notified in writing of the purpose of a conference or hearing with the administrator or unit head when discipline of a written reprimand, suspension or termination is contemplated. Such notice will include the statement of charges and/or work rule violation(s).
- B. The hearing or conference of the employee will be held in accordance with the discipline procedures. A written summary including the decision will be provided to the affected unit member.
- C. If the employee's discipline is in the form of a suspension, then his/her suspension shall be without pay. If the employee's work rule or District policy violation is an action against the District, then at the District's discretion, the member may be suspended without pay during the investigation of the matter. Suspensions without pay against bargaining unit members may be grievable in accordance with the grievance procedure as contained in Article 10 in this Agreement.

ARTICLE 13 - LAYOFF

- A. Layoff means a reduction in the work force due to a reduction in work or economic necessity.
- B. If a layoff becomes necessary, the following procedure will be followed: Regularly appointed District employees of the bargaining unit will be laid off in accordance with and subject to District criteria, including but not limited to, performance, attendance, disciplinary record, and their special skills. The tie-breaker will be classification seniority and years with the District.

- C. When conditions exist that allow the District to provide notice of layoff, employees covered by this Agreement to be laid off will be provided five (5) calendar days' notice subject to applicable state law and District policy.
- D. District employees covered by this Agreement are laid off at the end of the third (3rd) day of another unit's work stoppage unless otherwise notified by the District. District employees covered by this Agreement 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 layoff employees again without the need for any specific notice in the event schools do not open or schools open and are subsequently closed.
- E. Upon notice of recall from a layoff under Section C, employees will be expected to return to work on the day indicated in the notice, which may be as soon as the day 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.
- F. 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.
- G. In the event that the District recalls employees who were laid off during to 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.

ARTICLE 14 - RECALL

- A. Employees laid off through the procedure as stated in the above article shall be maintained on a recall list for a period of one (1) year from the date of layoff.
- B. District employees in this bargaining unit will be recalled from layoff in accordance with and subject to District criteria, including but not limited to, performance, attendance, disciplinary record, and special skills. The tie-breaker will be classification seniority and years with the District.
- C. Notice of recall shall be sent by regular U.S. mail and/or e-mail to the employee at his/her last known address(es). It shall be the responsibility of the employee to notify the Human Resources Information Department of any change of mailing or email addresses and telephone number immediately after such change.

- D. Recalled employees shall be considered to have voluntarily quit and will lose recall rights and the District shall be under no further obligation to the employee if they:
1. Do not return to work as directed by the District within five (5) calendar days of the date of the notice of assignment letter or three (3) calendar days if notified by telephone or email (absent extenuating circumstances as determined by the District).
 2. Separate from the District (resign or retire under the terms of any retirement program).
 3. Do not return at the expiration of a leave of absence.

ARTICLE 15 - MEDICAL AND EMERGENCY LEAVES

For eligible employees (one year of service and 1,250 hours worked in past 12 months), maternity and medical 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.

- A. Upon approval of the Human Resources Office of Employee Health Services ("Employee Health Services"), illness leaves may be granted to members of this bargaining unit. Leaves of absence will not exceed one (1) year and are within the sole discretion of the District. The one year time period will incorporate all leaves of absences such as an illness leave, workers' compensation leave or an unpaid leave of absence and all leaves of absences will run concurrently. The one year time period does not recommence unless or until an individual has returned to work for thirty (30) days or more.

Upon expiration of the approved illness leave, the employee may be eligible for a position within the District for which they are qualified, if the employee provides the Human Resources Office of Employee Health Services with documentation that he/she is medically qualified to perform the essential duties of the job, with or without accommodations and the employee would not have been subject to layoff during the leave period. Failure to provide the Office of Employee Health Services with the documentation within the contractually required time will be considered a voluntary quit/termination.

- B. An employee returning from a leave of absence may, at the District's discretion, be required to have a medical examination by the District's designated Physician. Form(s) provided by the personal physician is required for return from leave of absence for illness (but not for FMLA to care for a family member or if on intermittent FMLA).
- C. District employees covered by this Agreement are not permitted to work a second job while on approved leave – illness or FMLA. Those employees who fail to

abide by this section of the article will be subject to discipline up to and including termination. In addition, the employee may be subject to reimbursement for health benefits costs paid on the employee's behalf and other benefits as applicable.

- D. Sick leave provisions are designed exclusively for absences caused by illness injury, or as otherwise outlined in this Agreement. The District will investigate suspected instances of abuse of sick leave. In connection with its ability to investigate, the District shall have the right to require a doctor's note for any absence from work.
- E. The decision of Human Resources Office of Employee Health Services in this Article is binding.

ARTICLE 16 – BEREAVEMENT LEAVE

Absence due to death of a member of the immediate family may be charged to sick leave up to five (5) scheduled working days as necessary for each death.

- A. Included in immediate family membership: Husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative living and making his/her home in the household of the employee.
- B. The working days allowed must be consecutive scheduled working days. All funeral leave days must be taken within seven (7) consecutive calendar days of the day of death:
 - 1. If employee works on a day of death: The days allowed do not include day of death, but begin with the first scheduled working day immediate following the day of death.
 - 2. If day of death is a scheduled work day and employee does not work on that day: The days allowed begin with and include the day of death.
 - 3. If day of death is not a scheduled work day or occurs during vacation periods: The days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven (7) consecutive calendar days including day of death.

ARTICLE 17 – MATERNITY LEAVE

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.

ARTICLE 18 – OTHER LEAVES

A. General

The Family Medical Leave Act governs all medical leaves.

Upon written request, the District may grant a leave of absence for a period not to exceed one (1) year. Requests warranting special consideration beyond the one (1) year limitation may be granted at the discretion of the District.

B. Military Leaves

An employee entering any of the armed services or reserves 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.

The re-employment rights of employees returning from a military leave will be equal to applicable laws and regulations.

C. Study Leaves

Study leaves shall be granted according to District policy.

D. Jury Duty

An employee who serves on jury duty will be granted leave of absence. The employee will be reimbursed for the difference between jury duty pay and his/her District salary for the days served. When the employee is excused from jury duty for a half (1/2) day or more, he/she must notify his/her administrator immediately and report to his/her school or work location for a suitable assignment. Reimbursements will be granted after submitting a form provided by the District for such purpose and official proof of the number of days served to Human Resources. Employees, when summoned to jury duty, should respond to such summons as directed.

E. Return from Leave

While leaves of absence are granted for definite periods, a return from leave before the end of the specified period may be effected pursuant to District policy, provided the employee requests to return, a vacancy for which he/she is qualified is available, and the assignment is in accordance with the requirements of the FMLA (when applicable).

An employee is required to notify Human Resources in writing at least two (2) months preceding the expiration date of a leave of his/her wish to return, request an extension, or resign.

An employee returning from a leave of absence may be required to have the approval of the District's designated physician prior to reporting to his/her assignment and may be required furnish to a chest x-ray report.

At the expiration of a leave, if an employee does not return and no extension is granted, the employee will be immediately terminated.

ARTICLE 19 – WORKERS' COMPENSATION

The District shall provide Workers' Compensation insurance for all employees covered by this Agreement in compliance with the laws of the State of Michigan.

An employee will maintain employment for a maximum period of one (1) year 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 (1) year employment period as long as he continues to receive workers' compensation for that one year period. 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). The one year time period does not recommence unless or until an individual has returned to work for 30 days or more. Failure to return to work within the one (1) year period will be considered a voluntary quit/termination.

ARTICLE 20 – SICK LEAVE AND PERSONAL BUSINESS LEAVE POLICY

Sick leave for unit members hired before November 20, 1998 shall accumulate in a sick bank at the rate of fifteen (15) days per year for 10-month employees and seventeen (17) days per year for 12-month employees.

Sick leave for unit members hired after November 20, 1998 shall accumulate in a sick bank at the rate of one (1) day per month in their first year of employment and one and one-fifth (1.20) days per month for the next three (3) years. Starting in the fifth (5th) year, the employees will earn fifteen (15) days per year for 10-month employees and seventeen (17) days per year for 12-month employees.

An employee not able to return to work following four (4) consecutive days of absence for Personal Illness may return to work with the approval of his/her doctor and/or the District's designated Physician by presenting an appropriate District approved form.

After four (4) consecutive workdays of sick leave the employee must furnish a statement from his/her physician on a District approved form, in order to secure his/her next paycheck.

The District may implement a schedule of discipline based upon suspected abuse of sick bank by any unit member.

Personal Business Days:

All members of the bargaining unit shall be able to use up to two (2) days for personal business which shall be deducted from the employee’s sick leave bank. Said personal business days will have no bearing on the employee’s attendance record. Personal business days may not be used to extend a holiday.

ARTICLE 21 – VACATION AND HOLIDAYS

A. Twelve month employees in the NISP bargaining unit will accrue vacation days according to the following formula:

Length of Service With the District	Not to Exceed Number of Days	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

B. Food Service Employees' off-day hours will be consistent with the number of hours they regularly work. All 10-month employees shall accrue off-day credits at the rate of .65 days for each two weeks of service.

C. All regular 12-month employees covered by this Agreement shall be paid for the following holidays: Independence Day, Labor Day, Veteran's Day (afternoon only), Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr.'s Birthday, Good Friday and Memorial Day. Regular 10-month employees shall receive the same holidays, except Independence Day. Holidays will be celebrated and paid on specific holidays only.

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

E. Vacation will be granted at such times during the year as is suitable, considering the efficient operation of the department.

F. Vacations will be taken in a period of consecutive days. Vacations may be split into one (1) or two (2) weeks, provided such scheduling does not unreasonably interfere with the operations of any department.

G. 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.

ARTICLE 22 – WORK SCHEDULE

- A. Unit members are classified as either 52-week or non-52 week employees. Bargaining unit members may be scheduled to work 52 weeks a year, subject to other terms in this Agreement. The hours of work are up to eight (8) hours a day.

ARTICLE 23 – OVERTIME AND CALL IN TIME

- A. The regular work week shall consist of up to eight hours a day and up to 40 hours a week. Over-time shall be governed by the Fair Labor Standards Act.
- B. 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.
- C. 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.
- D. Leave days shall be granted based upon the needs of the Department.
- E. Shift assignments will be made based upon the needs of the Department.

ARTICLE 24 – EMERGENCY CONDITIONS

On days where the District closes all schools due to inclement weather or any other emergency, all employees shall report unless otherwise directed and will be paid their regular pay. Members who are scheduled to report and who fail to report shall be required to present a doctor’s certificate indicating that a legitimate medical condition prevented the employee from working in order to use a sick day.

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

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.
3. Rescheduling of days shall not affect annual salary, compensation or other benefits provided within this Collective Bargaining Agreement.

ARTICLE 25 – WAGES AND EFFICIENCY BONUSES

The bargaining unit members' wages shall be frozen and there will be no wage increases through the expiration of this Agreement. All bargaining unit members' salary shall be subject to ten percent (10%) wage reduction through the duration of the contract.

A. Wage Reopeners

There will be wage reopeners for 2014-2015 and 2015-2016 fiscal years. The District reserves the right to unilaterally impose additional wage concessions for the duration of this Agreement.

B. Office of School Nutrition "Efficiency" Bonuses

Employees assigned to the Office of School Nutrition will be paid the Office of School Nutrition "Efficiency" Bonuses based on employee's earnings for the time period of July 1st through June 30th of the respective fiscal year and satisfactory performance evaluations, if applicable, payable in January of the subsequent calendar year.

1. The bonus percentage would be calculated as follows: 2% for each \$1 million dollars of the Office of School Nutrition's excess fund balance, with a maximum of 10%, for the previous fiscal year.
2. The bonus will be excluded from pension and related deductions, but will be subject to the normal statutory deductions such as FICA and federal, state, and city income taxes.
3. The District reserves the right to modify the terms and amounts of the bonus payment. The District, at its discretion, may terminate or modify the incentive plan design (percentage calculation), eligible employees and distribution cycles. Upon termination of employment, other than for cause, the employee shall be paid her/his "Efficiency" bonus provided he/she meets the above requirements for the bonuses.

ARTICLE 26 – SUMMER ASSIGNMENTS IN FOOD SERVICES

By May 1st of each year, bargaining unit members assigned to the Office of School Nutrition ("OSN") will submit to the OSN a request to work summer assignments, if interested.

The District determines the number of summer schools to be conducted and the number of positions to properly staff the summer school program and select, at the discretion of the District, the personnel to work in the available positions. This provision applies to all OSN positions.

Employees who are selected must be available for the entire Summer Program. If absent more than three (non-consecutive) days, staff will be released from the Summer Program and not entitled to any further unearned compensation for the program.

ARTICLE 27 – PROMOTIONS AND TRANSFERS

Unit members will be assigned to specific school buildings and other buildings operated by the District in accordance with its policies and procedures. The District has the right to recruit, hire, assign, transfer or promote employees to positions within the Department.

ARTICLE 28 – ACTING ASSIGNMENTS

Members of the bargaining unit who are requested by their administrator to work in a higher classification will be paid at the higher rate for such performance. The following procedure shall be used to identify and pay the above-mentioned individuals.

1. An individual is eligible for acting status after 90 consecutive work days in a position that has been vacated and is fully-funded.
2. A person who fails to perform satisfactorily in the acting position, may be removed.

ARTICLE 29 – EMPLOYEE BENEFITS

All full time District employees covered by this Agreement may elect for themselves and eligible dependents to receive health, dental and optical as provided below.

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

All District employees covered by this Agreement shall be required to pay a portion of the premium for health insurance as determined by the District.

A. Health Insurance:

Eligible employees who elect health insurance coverage will be eligible to receive coverage and will be required to pay 20% of the annual premium cost via payroll deduction.

Health insurance coverage in effect as of the date of imposition of this collective bargaining agreement will remain in effect until July 31, 2014. Effective August 1, 2014, health insurance coverage will be provided to eligible employees as prescribed by the Detroit Public Schools Summary Plan Description (Benefit Enrollment Guide).

B. Dental and Optical Insurance:

Dental and optical insurance coverage will be provided to eligible employees as prescribed by the Detroit Public Schools Summary Plan Description (Benefit Enrollment Guide).

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

C. Life Insurance (employee only):

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.

D. Health, Dental and Optical Insurance Reopeners:

There will be re-openers for health, dental, and optical insurance benefits for fiscal years 2014-2015 and 2015-2016. The District reserves the right to unilaterally impose restructured health, dental, and optical insurance benefit plans, including but not limited to modifications of employee contributions, for the duration of this Agreement.

The provisions in this Article are subject to any and all subsequent Emergency Manager Executive Orders. 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.

ARTICLE 30 - DRUG TESTING AND CRIMINAL HISTORY RECORD CHECK

In the event that an employee is laid off (or on an approved leave of absence or otherwise separated from the District), for six months or more shall be subjected to a criminal history record check which includes fingerprinting at the employee's expense and a drug test before he or she is returned to service with the District.

ARTICLE 31 - PERFORMANCE EVALUATION

The parties will utilize the District-wide Employee Performance Evaluation Process and the Performance Evaluation Report will be placed in the employee's personnel file. The performance evaluation tool 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

ARTICLE 32 - RETIREMENT

Early retirement benefits shall be possible, pursuant to rules of the Employees Retirement System. All employees in this unit shall automatically become members of the Employees Retirement of the State of Michigan, and the District shall continue to make the contributions required to the State of Michigan Employees Retirement System for members of this bargaining unit.

ARTICLE 33 – OUTSIDE EMPLOYMENT

Outside employment shall not interfere with an employee's employment obligations with the Detroit Public Schools.

An employee may engage in outside business activity or outside employment provided it is not inconsistent or incompatible with or does not interfere with the proper discharge of the employee's duties and responsibilities as an officer with the District. The employee must disclose in writing on a form to be provided by the District, the name, address and telephone number of the additional employer and the work schedule of the employee. Failure to disclose such employment will subject the employee to disciplinary action up to and including termination.

Approval for outside employment must be obtained from the department head and shall be for a period of one year. Renewal approval is due on an annual basis from the date of original approval.

ARTICLE 34 – OSN SERVSAFE CERTIFICATION AND MANDATORY PROFESSIONAL DEVELOPMENT

A. ServSafe Certification

All members of the NISP bargaining unit who are assigned to the OSN are required to be SERVSAFE certified. Two months prior to the expiration of each employee's SERVSAFE certification, the employee must provide to the District documentation which confirms the SERVSAFE certification has been renewed. Failure to provide documentation that the employee will be SERVSAFE certified thirty (30) days prior to the expiration of the SERVSAFE certification will be considered a voluntary quit/termination.

B. Mandatory Professional Development

Effective 2013-2014 fiscal year, the District will implement a program wherein all bargaining unit members assigned to the OSN shall be required to participate in mandatory professional development annually. The District reserves the right to modify the professional development courses offered. Failure to attend the professional development may result in disciplinary action up to and including termination.

ARTICLE 35 – OSN EFFICIENCY AND OPERATIONS

In order to maintain efficiency of operations and the continuation of growth in the OSN, bargaining unit members in positions within the OSN with at least two (2) years of work experience in the OSN, who are specifically identified by the District as maintaining the necessary training and food service knowledge and experience, will be maintained in their position in the event there is a need for layoffs within the bargaining unit.

Employees assigned to the department of Office of School Nutrition unit will retain priority placement status within the OSN provided he/she meets and maintains all requirements of their respective job description and the requirements under Article 33 of this Agreement. The employee must also assist the OSN in maintaining legal requirements under the applicable Food Code laws within his/her scope of duties.

If district-wide layoffs are necessary and the District decides to retain members assigned to the OSN as detailed in this Agreement, the OSN members will not be subject to the lay off and recall provisions of the Collective Bargaining Agreement.

ARTICLE 36 – CHANGE AND TERMINATION

The contract will terminate effective June 30, 2016 unless the parties mutually agree in writing to extend the contract or pursuant to Public Act 436 of 2012 the Emergency Manager appointed under the Financial Stability and Choice Act may reject, modify or terminate the collective bargaining agreement.