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AGREEMENT

between the

**SCHOOL DISTRICT OF THE
CITY OF DETROIT**



and the

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
(LOCAL 214)**

SECURITY OFFICERS



July 1, 1999 – June 30, 2003

TABLE OF CONTENTS

Article	Page
I RECOGNITION	1
II RESIDENCY	2
III ACCOUNTABILITY	2
IV EQUAL EMPLOYMENT AND UNION MEMBERSHIP OPPORTUNITIES	2
V UNION RIGHTS	3
VI PROHIBITION AGAINST STRIKES	3
VII STEWARDS	3
Seniority of Stewards	3
VIII SPECIAL CONFERENCES	3
IX CONTRACTUAL WORK	4
X CURRENT PERSONNEL RULES	4
XI GRIEVANCE PROCEDURE	4
Definition	4
Procedure	4
Step 1	4
Step 2	4
Step 3	5
General Grievance Powers	5
XII COMPUTATION OF BACK WAGES	6
XIII DISCHARGE AND DISCIPLINE	6
XIV SENIORITY	7
Ties in Seniority	8
XV TRANSFERS OUTSIDE THE DEPARTMENT	8
XVI LAYOFF	8
XVII RECALL	8
XVIII LEAVE	8
XIX FUNERAL LEAVE	9
XX VETERANS	10
XXI VACATION AND HOLIDAYS	10
XXII UNION BULLETIN BOARD	11
XXIII JURY DUTY	11
XXIV JOB RELATED INJURIES	11
XXV OVERTIME AND WORK WEEK	11
XXVI CALL-IN PROCEDURE FOR ABSENCES	12
XXVII LEAVE FOR UNION BUSINESS	13
XXVIII GENERAL	13

TABLE OF CONTENTS

Article	Page
XXIX LEGAL PROTECTION	13
XXX WAGES	13
XXXI PREMIUM PAY	15
XXXII LONGEVITY PAY	15
XXXIII SEVERANCE PAY	16
XXXIV LUNCH PERIOD AND COFFEE BREAKS	16
XXXV INSURANCE	16
Health Insurance	16
OPT-OUT	16
Prescription Rider	16
Life Insurance	17
Optical Insurance	17
XXXVI SECURITY DEPARTMENT PERSONNEL FILE ..	17
XXXVII PERSONAL PROPERTY LOSS	17
XXXVIII CLOTHING ALLOWANCE	17
XXXIX MATERNITY LEAVE	18
Requirements for Continued Work	18
Requirements for Approved Illness Absence for Disability, 40 (Illness) With Pay, or Leave of Absence for Illness (without pay because sick bank is exhausted)	18
Requirement for Leave of Absences for Personal Business Without Pay	19
Requirements for Return to Work	19
Related Conditions	19
XL WORKERS' COMPENSATION	20
XLI GUN ALLOWANCE	20
XLII VACATION ILLNESS	20
XLIII SICK LEAVE	20
XLIV MEDICAL EXAMINATIONS AND X-RAYS	20
XLV MILEAGE	20
XLVI MANAGEMENT RIGHTS AND RESPONSIBILITIES	20
XLVII SEPARABILITY AND SAVINGS CLAUSE	21
XLVIII ATTENDANCE	21
XLIX NOTICE TO UNIONS	22
L PERFORMANCE EVALUTION	22
LI CHANGE AND TERMINATION	22

THIS AGREEMENT is entered into, effective July 1, 1999, between the Board of Education of the School District of the City of Detroit, hereinafter referred to as the "Board" and Teamsters, Local 214 (Security Officers), an affiliate of International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union".

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 in the mutual interest of the school children of the City of Detroit, the Board, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in establishing a proper service to the community.

To those ends, the Board and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, and pursuant to a certification issued by the State Labor Mediation Board on September 5, 1973, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, for the term of this Agreement of all employees of the Board classified as Security Officer II.

B. This Agreement covers employees classified as Security Officer II. The Union shall represent probationary employees for the purpose of employment, and other conditions of employment except discharges and suspensions for other than Union activities.

C. All employees covered by this Agreement or who become employees covered by this Agreement who are not already members of the Union or who are not already paying a service fee shall within sixty (60) days of the date of this provision or within sixty (60) days of their date of hire by the Board, whichever is later, become members, or in the alternative, shall, within sixty (60) days of the effective date of this provision or within sixty (60) days of their date of hire by the Board, whichever is later, as a condition of employment, pay to the Union each scheduled full, biweekly pay period a service fee in an amount equal to the regular membership dues formerly required of employees of the Board who are members. This provision is effective immediately.

D. The Board shall deduct from the pay of each employee from whom it receives authorization to do so, the required amount for the payment of initiation fees, membership dues or service fees. Such dues or fees are, accompanied by a list of employees, from whom they have been deducted and the amount deducted from each, and a list of employees who had authorized such deductions and from whom no deductions were made and the reason therefore shall be forwarded to the Union no later than forty (40) days after the deductions were made.

E. An employee who shall tender or authorize the deduction of an initiation fee, membership dues, or service fees uniformly required as a con-

dition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues, or fees.

F. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues, or fees.

G. The Board, upon receiving a signed complaint from the Union indicating that the employee has failed to comply with this condition, shall immediately notify said employee that his services shall be discontinued at the end of ten (10) days and shall dismiss said employee accordingly through written notification with copy of the communication forwarded to the Union.

H. The Union shall notify the Board forty (40) days prior to any change in such dues, or fees.

I. Effective June 13, 1995, all currently certified officers shall be released from this unit and be allowed to form their own, separate bargaining unit.

ARTICLE II - RESIDENCY

Effective March 24, 1981, all members new to the bargaining unit shall establish and maintain residency within the limits of the City of Detroit as a condition of employment. A member of any other Teamster-represented Board of Education unit who transfers into the Security Unit without a break in Detroit Board of Education service will not be considered a member new to the unit for purposes of residency.

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

ARTICLE III - ACCOUNTABILITY

Security Officers within the bargaining unit shall be assigned by the Chief Executive Officer or his designee.

Security Officers shall report to the Department of Public Safety for purposes which include assignments, vacation schedule, attendance, training, discipline, and duties, pursuant to the District policies and procedures and/or provisions of this Agreement.

While assigned to a particular location, a Security Officer shall perform tasks, not inconsistent with the direction of the Department of Public Safety, as requested by the principal or, if not in a school, the appropriate administrator.

Security Officers shall immediately report any instance of illegal or inappropriate behavior in a particular location to the Department of Public Safety.

ARTICLE IV - 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 Board will comply with all state statutes governing age discrimination.

ARTICLE V - 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 VI- 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 unit against the Board, nor shall any such action be encouraged by 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 Board by any of its members and the Board will not engage in Unfair Labor Practices calculated to provoke such action by the Union's members.

ARTICLE VII- STEWARDS

A. The Board recognizes the right of the Union to designate two (2) Stewards for the day shift and one Steward and one alternate for the afternoon shift from the seniority list of Security Officer II's.

Where necessary, in the interest of maintaining a continuously cooperative relationship between the Union and the Board, the Steward shall be permitted a reasonable time to investigate and present grievances but shall not receive any extra pay from the Board 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 superior. The failure of a superior to grant reasonable time off may be the subject of a grievance.

During summer scheduling, one Steward will be assigned to the day shift.

B. Seniority of Stewards:

Notwithstanding his/her position on the seniority list, the Steward, in the event of a layoff of any type, shall be continued at work as long as there is a job in his/her department which he/she can perform and shall be recalled to work in the event of a layoff on the first open job in his/her department which he/she can perform. The Stewards shall be permanent employees and shall have completed their probationary period in their current position.

ARTICLE VIII - SPECIAL CONFERENCE

Special conferences for important matters will be arranged between the Local Union President or his designated representative and the Board or its designated representative upon the request of either party. Such meetings shall be between at least two (2) and no more than four (4) representatives of the Board and at least two (2) and not more than four (4) representatives of the Union. Arrangements for such special conferences shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in

the Agenda. Conferences shall be held on a date mutually convenient to the parties during the regular work day, unless some other time is mutually agreed upon. The members of the Union shall not lose time or pay for the time spent in such special conference.

ARTICLE IX - CONTRACTUAL WORK

(Deleted in 1999-2003 Contract)

ARTICLE X - CURRENT PERSONNEL RULES

The Board shall use the current personnel rules and policies which are now in effect. Any substantive change within the current personnel rules and practices shall be negotiated by the parties.

ARTICLE XI - 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 Chief of Security 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 Chief of Security of 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 Chief of Security 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 Chief of Security 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 principal or the applicable unit head, the Union may appeal to the Chief Executive Officer (through the Office of Labor Contract Management) the decision rendered by the principal or the applicable unit head. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based on and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the principal or the applicable unit head.

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 principal or the applicable unit head.

Step 3 - Arbitration

If a grievance is not satisfactorily settled at Step 2, the Union may, if applicable, within twenty (20) working 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 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 Employee 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 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.
2. Or, if either party so requests, Board 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 consent.

Procedures for Grievances Not Under the Jurisdiction of the Principal or Applicable Unit Head

The Union shall submit any such grievance in writing to the Chief Executive Officer through the Office of Labor Contract Management within fifteen (15) working days following the act or condition which is the basis for the grievance.

The Chief Executive Officer, or his/her designated representative, shall meet with the concerned parties. Within fifteen (15) working days following the act or condition which is the basis for the grievance.

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 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 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 XII - COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their 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 they been employed by the Board at their regular rate of pay.

ARTICLE XIII - DISCHARGE AND DISCIPLINE

Consistent with Just Cause, discipline procedures will be determined by the Chief Executive Officer. Such procedures will include:

Section A: The bargaining unit member must be notified in advance in writing of the purpose of a conference or hearing with the Department of Public Safety when discipline is contemplated. Such notice must include the statement of charges and/or work rule violations(s). The notice must also state that the bargaining unit member has the right to union representation.

Section B: Unless mutually agreed to by the parties, the hearing or conference of the bargaining unit member will be held no later than thirty (30) days from the date the investigation upon which the charges are based is concluded. A written summary including the decision will be provided to the affected unit member. If it is serving in a representative capacity, a copy to the Union will also be provided.

Section C: Disciplinary action taken against bargaining unit members considered improper by the member or the Union may be grieved in accordance with the grievance procedure as contained in Article XI in this Agreement.

Time Limit of Grievances

Matters that are not grieved within ten (10) working days will not be recognized as grievable.

The time elements in the first three (3) steps can be shortened or extended by mutual written agreement. In instances wherein the subject matter of the grievance lies within the exclusive jurisdiction of a specific Board of Education department, the grievance steps can be shortened or eliminated by mutual written agreement. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given within the time allotted had the decision been given. Failure to appeal a decision within ten (10) working days of the receipt of the answer shall be deemed an acceptance of the decision.

ARTICLE XIV - SENIORITY

A. Seniority within the Security Department as a Security Officer II is defined as in employee's length of continuous service with the Board as a regularly appointed or assigned employee in the Security Department.

B. Employees newly appointed or assigned to regular position in the unit shall be considered probationary employees for the first six (6) months of active employment. When an employee has satisfactorily completed the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority purposes from the date of his/her appointment or assignment. The Board may extend the probation period for an additional 90 days of active service (one time only) after notification, in writing, to the Union.

C. A seniority list of Security Officer's will be supplied to the Union. This list shall show the names of all employees in the unit entitled to seniority and their and their date of hire. As new employees are confirmed, the list shall be updated and a copy given to Union.

D. Seniority shall be one of the factors used in determining change of work location. Seniority will be the primary factor in determining vacations.

However, both parties recognize that circumstances may not allow seniority to be the only factor in the selection of work locations and job assignments. The Union may request a special conference with the Board on behalf of the employee denied a transfer or assignment. Reasons for denial shall be the topic of discussion.

E. An employee shall lose his seniority for the following reasons only:

1. He/she quits Board employment.
2. He/she is discharged and the discharge is not reversed through the procedure as set forth in this Agreement.
3. He/she is absent for five (5) consecutive working days without notifying the Department Head or his/her designee. In proper cases, exceptions may be made with the consent of the employer. After such absence, the employer will send written notification to the employee at his/her last known address that he/she has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the employer.

- 5. Failure to return from sick leave and leaves of absence will be treated the same as (3) above.
- 6. If he/she retires.

F. Ties In Seniority

Effective October 19, 1992 and thereafter, if two (2) or more employees have the same hire date, they shall be ranked for seniority purposes by the last four (4) digits of their respective Social Security numbers. The one with the lowest number shall be given higher seniority rank.

ARTICLE XV - TRANSFERS OUTSIDE THE DEPARTMENT

A. In those instances of involuntary transfer, due to fiscal or related problems, and eventual transfer back to the department occurs, that time in the other assignment shall be added to department seniority, provided that the employee immediately agrees to return.

B. If an employee is transferred to a position under the Board not included in the department, and such transfer is voluntary, and if such employee is thereafter transferred again to a position within the department, he/she shall have only that accumulated seniority for departmental purposes that he/she had previously earned within the department.

C. Transfers:

At the discretion of the Chief Executive Officer, any employee may be transferred at any time for the good of the service.

ARTICLE XVI - LAYOFF

A. The following procedure shall be used when a layoff of employees which is deemed necessary by shortage of funds:

- a. All probationary employees shall be laid off first
- b. Regular employees shall be laid off according to their seniority date of hire within the department.
- c. Employees being laid-off shall have fourteen (14) calendar days notice, in writing, with a copy being sent to the Union.

B. 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.

ARTICLE XVII - RECALL

A. When the work force is increased after a layoff, unit employees will be recalled according to their seniority within their respective classification.

B. Notice of recall shall be sent to the unit employee at his/her last known address by certified mail. If an employee fails or refuses to report for work within ten (10) days from the date of mailing the notice of recall, he/she shall be considered to have quit.

ARTICLE XVIII - LEAVE

A. Upon the advice of the Board medical office, sick leaves may be granted to members of this bargaining unit. The employee placed on such leave

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

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

C. The Board may also extend other types of leaves to members of this bargaining unit but return from such leaves shall be subject to the Board's ability to rehire such employees at the termination of leave except for military leaves which shall be subject to the applicable provision of Federal and/or State law. If there is no vacancy to which the employee may return, the employee will have preference for the next vacancy that becomes available.

D. The decision of the Medical Office in this Article is binding except that if an employee is not satisfied with the decision of the Board 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 Affairs 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 employee 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 employee 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 the employee. The determination of the specialist shall be final and binding as to whether the employee 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 employee's physician and the District's Examiner shall select the appropriate specialist.

ARTICLE XIX - FUNERAL LEAVE

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

- 1. Included in immediate family membership: husband, wife, children, father, mother, grandfather, grandmother, brothers, sisters, mother-in-law, father-in-law, and any other relative or non-relative living and making his home in the household of the employee.
- 2. The working days allowed must be consecutive scheduled working days:
 - a. If employee works on a day of death: The days allowed do not include day of death, but begin with the first scheduled working day immediately following the day of death.

- b. If day of death is a scheduled workday and employee does not work on that day: The days allowed begin with and include the day of death.
- c. If day of death is not a scheduled work day or occurs during vacation periods: The days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven (7) consecutive calendar days including day of death.

ARTICLE XX - VETERANS

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

B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their military pay plus allowances and their regular pay with the Board when they are on full-time active duty in the Reserve and National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except the employer may extend this limit in proper cases.

ARTICLE XXI - VACATION AND HOLIDAYS

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

A. All 12-month employees covered by this Agreement shall receive vacation or off-days, whichever shall apply, with pay. Vacation or off-days, whichever shall apply may not be taken until after sixteen (16) weeks of employment. All 12-month employees shall accrue vacation credits as follows:

Length of Service	to Exceed	Formula
0 - 1 year	- 5 days	.19 biweekly pay period
2 - 5 years	- 10 days	.38 biweekly pay period
6 - 10 years	- 15 days	.57 biweekly pay period
11 - 19 years	- 20 days	.77 biweekly pay period
20 or more years	- 25 days	.95 biweekly pay period

Those employees presently receiving more than one or two week of vacation will not be adversely affected due to the change in the above-mentioned formula.

The Department of Public Safety shall schedule vacations for all Security Officers. Vacation accrual benefits shall not be limited where a bargaining unit member's previously scheduled vacation has been cancelled by the District.

Vacations in blocks of five consecutive days will take precedence over shorter vacation requests. Following that date, vacation requests will be granted on a first come first serve basis, provided service needs permit.

All vacations are subject to be changed if an emergency situation is declared by the Department of Public Safety or the Chief Executive Officer.

B. All regular 12-month employees covered by this agreement shall be paid for the following holidays: Martin Luther King, Jr. Day, Independence Day, Labor Day, Veterans Day (afternoon only), Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Years' Day, Good Friday, and Memorial Day. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday falls on Sunday, Monday shall be observed as the holiday.

C. When a holiday is observed by the Board during a scheduled vacation, the vacation period will be extended one day.

D. If, while on vacation, an employee becomes ill, is under the care of a duly licensed physician and notifies the Office of Personnel of such illness during his vacation, the vacation days missed during such illness will be rescheduled.

ARTICLE XXII - UNION BULLETIN BOARD

The employer will provide space on the work location bulletin board for the posting of notices concerning Union business. Such notices should be on official Union stationery and should bear the signature of the responsible Union officer or representative.

ARTICLE XXIII - JURY DUTY

A. An employee, upon receipt of a questionnaire or summons for jury duty, shall immediately report that fact to the Chief of Security or his designee.

B. An employee who is absent for the performance of jury duty shall continue to be paid the difference, if any, between his regular salary and the fee for jury duty, excluding his mileage allowance, for the period not to exceed sixty (60) days in any calendar year.

ARTICLE XXIV - JOB RELATED INJURIES

A Security Officer whose absence is the result of a school related assault or pupil negligence, as confirmed by the Chief of Security in concurrence with the Director of Legal Affairs, shall not have such absences charged to his sick bank for the first seven (7) days' absence for each occurrence. Subsequent absence days shall be charged against the employee's sick bank and the applicable Workers' Compensation Act provisions.

ARTICLE XXV - OVERTIME AND WORK WEEK

A. The regular work week with the exception noted in Section B is established as forty (40) hours, which may be assigned anytime Sunday through Saturday, at the discretion of the District, and which may include split shifts in the case of emergency. The work schedule of unit members will be determined by the Department of Public Safety.

Effective (the date of this Agreement is ratified by both parties), if an assignment is made which would require a unit member to work a schedule other than Monday through Friday, and the assignment goes beyond ninety (90) calendar days, unit members shall bid on the assignment based on seniority. In the event the position is not filled by the bidding process, the least senior unit member shall be assigned to the position. Any assignment which would require a unit member to work a schedule other

than Monday through Friday, and which is shorter in duration than ninety (90) calendar days, shall be assigned at the discretion of the Department of Public Safety

B. Other than twelve (12) month unit members all assignments of security officers to positions in summer school shall be made by the Chief of Security on the basis of seniority. All other summer assignments, Christmas break assignments, and Easter break assignments shall be made by the Chief of Security with consideration given to seniority, training, work record and the efficient operation of the department. Summer assignments, with the exception of summer school positions, shall be rotated every month. Consideration shall be given by the Chief of Security to the maintenance of an equitable distribution of off days. It is understood that during these periods the department will operate on a 24-hour, seven days a week schedule and assignments of Security Officers will be made by the Chief of Security on that basis.

C. When an employee is affected by a shift change, said employee shall have at least 12 hours time off before being rescheduled.

If an employee is rescheduled to work without receiving at least 12 hours of time off, said employee shall be paid at the appropriate premium rate for the first 8 hours worked.

D. Time and one-half (1 1/2) will be paid for all hours worked on Saturday and double time will be paid for all hours worked on Sunday, provided that such Saturdays and Sundays are in excess of the employee's regular work week as assigned by the department.

E. In the event that Security Personnel who are members of this bargaining unit are requested by the Security Department to report for work at times other than their regular work shift in order to meet emergency situations, the called back employee shall receive as approved and authorized by the Security Department, the time and one-half (1 1/2) rate of pay for actual time worked or a minimum of four (4) hours straight time, whichever is greater. The minimum of four (4) hours straight time shall not, however, apply for continuous overtime hours worked prior to or after termination of the employee's regular work shift.

F. Seniority in the department shall prevail in the assignment of scheduled overtime work. The senior employee will be first called and the next senior employee in like manner, until the crew is assembled. Rotative procedure shall be used in each subsequent assignment.

G. If an employee is called and refuses to work in a call-in overtime assignment, the maximum overtime hours worked by employees will be charged against their failure to work, and the employee may be subject to discipline. Call-in overtime hours will be reduced to zero each school year.

ARTICLE XXVI - CALL-IN PROCEDURE FOR ABSENCES

The following procedure shall be used by all Security personnel in the reporting of employees' absences:

1. a. The Security Officer II shall call the security desk only at 873-2070 or 873-2071 at least one half hour before his/her regular starting time to report their absence.

- b. Employees working in 24 hour operations shall call the security desk only at 873-2070 or 873-2071 at least one hour before their regular starting time, if possible.
2. The Security Officer II returning from absence shall call the security desk at least four (4) hours before the scheduled return to work.
3. Security Officer II's shall adhere to the Board's policy regarding absences.
Failure to adhere to the above procedure may result in the loss of pay by an employee.

ARTICLE XXVII - LEAVE FOR UNION BUSINESS

A. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment shall, at the written request of the Union, receive formal leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter; and upon their return shall be re-employed if physically and mentally qualified in the previous classification. Employees will obtain leave renewal from the Board of Education on forms provided by the Board of Education.

B. Upon the employee's return to his previous classification, his seniority shall be accumulative.

C. Three (3) members of the Union selected to attend a State or National Union convention shall be allowed time off to attend such convention. The Board of Education will be notified in writing by the Local Union President five (5) days prior and the employee shall complete the necessary forms required for approved absence without pay.

ARTICLE XXVIII - GENERAL

A. Authorized representatives of the Union shall be permitted to visit work locations during working hours to talk with stewards of their Union and/or representatives of the employer concerning matters covered by this Agreement, without interfering with the work force. The Union will arrange with the Board for time and place.

B. In a complaint or grievance involving pay, the designated Union representative will have the right to examine time sheets and other payroll records of the employee whose pay is in dispute. This request to examine pay records shall be accompanied by a request in writing from the employee.

ARTICLE XXIX - LEGAL PROTECTION

The employer shall provide legal assistance to employees acting within the limits of their authority and responsibility in the event that a criminal complaint is made or civil court action is instituted for damages during the employee's regular scheduled tour of duty and work related duties.

ARTICLE XXX - WAGES

Effective July 1, 1999 the salary schedules and formulas for the Teamsters, Local 214 (Security Officers) unit for the 1999-2000 school year shall be increased by two (2%).

Effective July 1, 1999-2000, the salary schedules and formulas for the Teamsters, Local 214 (Security Officers) unit for the 1999-2000 school year shall be increased by two (2%).

Effective July 1, 2001, the salary schedules and formulas for the Teamsters Local 214 (Security Officers) unit for the 2001-02 school year shall be increased by two (2%).

Effective July 1, 2002, the salary schedules and formulas for the Teamsters Local 214 (Security Officers) unit for the 2002-03 school year shall be increased by two (2%).

A. SALARY STEPS

1. A unit member's right to receive salary increases provided 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% (at least ten (10) days for twelve (12) month employees; at least eight (8) days for the ten (10) month employees. The employee will be notified when they have used five (5) non-exempt days.

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 twelve (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) personal days as defined in Article XLIII. 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.

4. Disputes about absences arising from FMLA 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 which the employee was denied under the provision.

A. SALARY SCHEDULES

1. For any unit member who is currently paid at the maximum rate of the salary schedule provided in 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 member 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 twelve (12) month employees; at least eight (80) days for ten (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 twelve (12) months.
3. The following shall not count as absences under the School District of the City of Detroit Attendance Standard for the 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) personal days as defined in Article XLIII. 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 earned vacation days, if applicable.
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 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 any previous salary rate increases which the employee was denied under this provision.

ARTICLE XXXI - PREMIUM PAY

A. Each unit employee shall be entitled to receive a rate of pay in the amount of one and one-half (1 1/2) times his/her regular rate, plus his/her regular pay for work performed on holidays

B. Effective June 24, 1986, employees working the afternoon shift shall receive an additional .30¢ per hour. Employees working the midnight shift shall receive an additional .35¢ per hour.

ARTICLE XXXII - LONGEVITY PAY

Employees shall be entitled to receive longevity payment in the amount of \$250.00 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.

ARTICLE XXXIII - SEVERANCE PAY

In the event of the employee's retirement or death, the Board will pay one-half of the employee's accumulated sick leave up to a maximum of 30 days pay.

ARTICLE XXXIV - LUNCH PERIOD AND COFFEE BREAKS

A. No unit employee, who is covered by this Agreement, shall be entitled to receive a paid lunch period.

B. Each unit employee within the bargaining unit shall be entitled to receive a fifteen (15) minute coffee break during the first half of his/her regular shift, and a fifteen (15) minute coffee break during the second half of his/her regular shift.

ARTICLE XXXV - INSURANCE**A. Health Insurance**

1. The Board shall provide health insurance coverage for every unit employee who is regularly employed for twenty (20) hours per week or more. The health insurance coverage shall become effective April 1, 1981 or the first day of the month after the date of the employee's hire, whichever is later.
2. Effective the next open enrollment period in 1995, all bargaining unit members shall participate in the Detroit Public Schools Point of Service Health Coverage.
3. **OPT-OUT:** Employees who are covered by a health care plan offered by an employer other than the Board and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the Board, may each enrollment year at the time of the enrollment period, opt out from Board coverage and for said enrollment year and receive a \$1,200 payment from the Board as payment in full. Once an employee opts out for a given year, the employee will not be able to receive Board's coverage until the next enrollment period unless the employee loses his/her eligibility for the alternate coverage under the conditions just stated the employee shall pay back pro rated the said \$1,200 payment provided herein. The \$1,200 will be paid for each enrollment year that the employee elects to opt out under this provision.

B. Prescription Rider

The Board shall provide and pay a Two Dollar (\$2.00) Prescription Rider for each employee within the bargaining unit and his/her family.

C. Effective the first full pay period in September, 1984, the Board shall increase the \$18.00 to \$23.75 per month per employee to the Teamsters Dental Fund.

Effective May 1, 1986, the dental premium for employees shall be increased from \$285 per year to \$325 per year.

All members of the bargaining unit shall be eligible for participation in the fund. The Board shall not provide any other dental coverage for members of the bargaining unit.

D. Life Insurance

Effective April 1, 1981, or the first day of the month after the employee's date of hire, whichever is later, each employee who regularly works twenty (20) hours per week or more, shall receive a \$10,000 group life insurance policy fully subsidized by the Board.

E. Optical Insurance

Effective October 1, 1986, employees shall receive full family optical insurance.

ARTICLE XXXVI - SECURITY DEPARTMENT PERSONNEL FILE

A. Materials relating to Security Department personnel and retained in that department shall be kept under the direct control of the Chief of Security.

B. Upon written request from the employee, a member of this bargaining unit, or his Union representative, may review specific named materials retained in the department relating to him/her, with the Chief of Security or his designee.

C. The department, at its discretion, may exclude from this review, the background investigation report.

D. No reprimands or detrimental material shall be entered into an employee's file until the employee receives a copy of the reprimand.

E. The employer shall evaluate employees at least once a year. The employee shall receive a copy of each evaluation.

ARTICLE XXXVII - PERSONAL PROPERTY LOSS

The Board will pay up to \$300.00 annually toward any personal property damage actually incurred by a unit employee in the course of his/her employment.

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.

The parties recognize and agree that in the event the employee also collects money for the same loss from his/her own insurance carrier, that the employee is obligated to re-imburse the employer.

Settlement for any loss claimed under this section 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.

ARTICLE XXXVIII - CLOTHING ALLOWANCE

A. Upon employment, the Board will provide each unit employee with uniforms which include two (2) jackets, three (3) pairs of slacks, and five (5) shirts.

B. The Board will pay \$300.00 immediately to each employee for uniform allowance and the same amount each year for the duration of the Agreement on or by July 31.

C. A survey will be made by the Security Department to determine those employees in need of new uniforms. Subsequent to the findings, appropriate action will be taken in purchasing the clothing where the need for new uniforms exists.

D. The wearing of summer uniforms shall commence on June 1, and continue through the third week in September.

E. During the summer months, Security Officer II's shall not be compelled to wear a necktie.

F. All members of the unit must wear their full uniform each working day. Failure to do so will subject the individual to disciplinary action.

ARTICLE XXXIX - MATERNITY LEAVE

Absences from work which are associated with pregnancy, childbirth, and child care shall be subject to the respective regular Board 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 Statement of Policy).

Since continuing to work, disability absence, and return to work are predicted 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 Board, after ten (10) days' notice, to place the employee on Leave of Absence for Personal Business.

1. Requirements for Continued Work:

- a. 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.
- b. 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.
- c. An employee may continue to work in her current assignment provided that the employee shall submit **Form 4306 Medical Office Physician Certificate Maternity (only)** from her personal physician which shall certify the anticipated date of delivery, and that she is able to work in her current assignment, and further provided that she is able to, and continues to fulfill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.

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

- a. 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 Board Medical Examiner that the employee is unable to work.

- b. 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 bank, subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the Board Medical Examiner.
- c. An employee shall not move from any unpaid leave of absence status to paid disability absence status.
- d. An employee shall not move from a paid disability absence to an approved absence without pay.

3. Requirement for Leave of Absences for Personal Business Without Pay:

An employee shall, upon request, be granted Leave of Absence for Personal Business for absences which are not disability absences, but are related to the preparation for childbirth and/or the care of a new born or newly adopted child. Such leave of absence is subject to the regular provisions for Leave of Absence for Personal Business.

4. Requirements for Return to Work:

- a. After childbirth, the employee's return must be approved by the employee's personal physician and the Board Medical Examiner.
- b. During the period of absence because of disability, or approved absence without pay of up to four (4) weeks, the employee's regular position will be held, subject to the regular procedures for approved illness absence, and the regular procedures for approved absence without pay.
- c. 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.

5. Related Conditions

- a. Regular conditions and provisions for continuation of insurance which apply to approved absences and/or Leave of Absence shall apply.
- b. The decision of the Board Medical Examiner is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner, as to her ability or disability for work, the employee may appeal the decision under the following conditions:

The Board Medical Office shall provide a list of at least three (3) appropriate specialists. The employee shall consult any one of these 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.

c. The Office of Personnel may require a medical examination by the Board of Education Medical Examiner for an employee at any time when the employee's ability or disability for work is questioned.

ARTICLE XL - WORKERS' COMPENSATION

The Board shall provide the unit employee with Workers' Compensation during the term of this Agreement, in accordance with the laws of the State of Michigan.

ARTICLE XLI - GUN ALLOWANCE

No unit employee shall be entitled to a gun allowance during the term of this Agreement.

ARTICLE XLII - VACATION ILLNESS

If, while on vacation, an employee becomes ill, is under the care of a duly licensed physician and notifies the Office of Personnel of such illness during his/her vacation, the vacation days missed during such illness will be rescheduled.

ARTICLE XLIII - SICK LEAVE

Each 12-month unit employee shall receive sick leave at the rate of seventeen (17) days per year, to be earned at the rate of .65 days for each biweekly pay period worked.

Two (2) days may be used each year for personal business which may not be conducted outside of regular working hours. Personal business days may not be used to extend a holiday.

ARTICLE XLIV - MEDICAL EXAMINATIONS AND X-RAYS

All Board-required medical examinations and X-rays of unit employees will be paid by the Board.

ARTICLE XLV - MILEAGE

For each school year, the mileage rate shall reflect the rate that is used by the Internal Revenue Service for tax purposes.

All unit members who are directed to use their own vehicle during regular working hours will qualify for mileage reimbursement, with a 700 mile maximum per month per employee, provided that a unit member may be reimbursed for more than 700 miles if they receive prior approval from the chief of Security or his designee.

ARTICLE XLVI - MANAGEMENT RIGHTS AND RESPONSIBILITIES

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 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.

ARTICLE XLVII - SEPARABILITY AND SAVINGS CLAUSE

This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union, and employees in the bargaining unit and in the event that any provisions in 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 in the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions in this agreement shall continue in effect.

ARTICLE XLVIII - ATTENDANCE

The District's goal of at least 96% daily attendance will be used as a determinant for when disciplinary action will begin to be initiated for employees and will be based on the following progressive steps:

Number of occurrences of Absenteeism in a school year	Disciplinary action
Step 1 4	Counseling by administrator which may include being placed on probation for up to two (2) months. Violation of probation will result in skipping to Step 3 of the disciplinary scale.
Step 2 8	Three (3) days off without pay.
Step 3 16	Termination

DEFINITION: An occurrence of absenteeism may be one (1) day off from work or a series of consecutive days off from work e.g., three (3) consecutive or more days off from work will equal one (1) occurrence.

Every three (3) tardies will be one occurrence to be dealt with under the absenteeism disciplinary scale.

EXCEPTIONS: Accommodations made under the auspices of ADA (e.g., therapy, dialysis etc.) will not be used to compute absenteeism under this article.

Long term illness absences which have been verified by diagnosis, and prognosis by the Medical Screening office will be reviewed by the Office of Support Staff Personnel. Where warranted, based on medical report and the employee total work records, disciplinary action may be postponed or set aside.

EFFECTIVE

DATE: This new language will be in effect beginning with the 1998 - 99 school year. All unit members will receive a written copy of this language and sign a note verifying receipt of the new language prior to its implementation. remember

ARTICLE XLIX - NOTICES TO UNIONS

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

ARTICLE L - PERFORMANCE EVALUATION

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 too 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.

ARTICLE LI - CHANGE AND TERMINATION

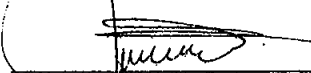
THIS AGREEMENT shall remain in full force and effect up to and including June 30, 2003. However, the employer may extend this Agreement for ten (10) days by giving written notice of such desire to the Union prior to June 30, 2003. The Agreement shall automatically renew itself from year to year after June 30, 2003, unless either party shall notify the other party by registered or certified mail at least ninety (90) days prior to June 30, 2003, of its desire to modify or terminate this Agreement.

APPENDIX "B"
LETTER OF UNDERSTANDING

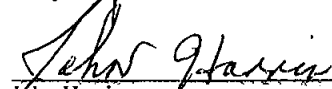
It is understood between the parties that in addition to the Christmas break, Easter break, Winter break and summer schedules that during a period of emergency, work schedules may be changed by the Department. Wherever possible, prior notification will be given to Teamsters, Local 214.

FOR THE UNION:

FOR THE BOARD:


Joseph Valenti


Charles L. Wells III


John Harris

Date: 11/20/98

Date: 11/20/98

Letter of Understanding

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

For the Union:

Joseph Valenti

For the School District of the City of Detroit:

Charles L. Wells III

Dated: 4-4-00

Dated: 4-4-00

Letter of Understanding

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:

Joseph Valenti

For the School District of the City of Detroit:

Charles L. Wells III

Dated: 4-4-00

Dated: 4-4-00

Letter of Understanding

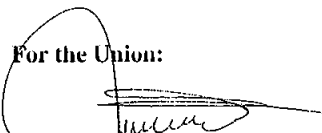
By their representatives' signatures below, the parties agree to review all health care benefits currently offered to the unit members.

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:


Joseph Valenti

For the School District of the City of Detroit:


Charles L. Wells III

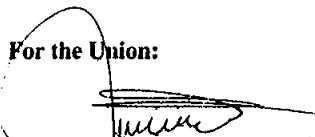
Dated: 4-4-00

Dated: 4-4-00

Letter of Understanding

The parties agree to meet within sixty (60) days from the date the contract is signed by each party and negotiate as to the method and scheduling of vacations, provided the Agreement is consistent with Article XXI.

For the Union:


Joseph Valenti

For the School District of the City of Detroit:


Charles L. Wells III

Dated: 4-4-00

Dated: 4-4-00

Letter of Understanding

The parties agree that should the District elect to hire additional Security Officers for any reason, the District reserves the right to designate any such assignment, not existing at the time this Agreement is ratified by both parties, to be filled by an employee other than a twelve (12) month employee who will not be eligible for vacation and will receive pro rata benefits.

For the Union:

Joseph Valenti

For the School District of the City of Detroit:

Charles L. Wells III

DETROIT PUBLIC SCHOOLS 2000-2001 SCHOOL CALENDAR

FIRST SEMESTER

MON TUE WED THU FRI

AUGUST-SEPTEMBER

Calendar grid for August-September with shaded dates 29, 30, 31, 4, 5, 11, 18, 25.

22

OCTOBER

Calendar grid for October with shaded dates 2, 9, 16, 23.

20

OCTOBER-NOVEMBER

Calendar grid for October-November with shaded dates 30, 6, 13, 20.

18

NOVEMBER-DECEMBER

Calendar grid for November-December with shaded dates 27, 4, 11, 18.

19

DECEMBER-JANUARY

Calendar grid for December-January with shaded dates 25, 1, 8, 15.

13/92

CALENDAR NOTES:

THIS SCHOOL YEAR HAS 184 DAYS.

SECOND SEMESTER

MON TUE WED THU FRI

JANUARY-FEBRUARY

Calendar grid for January-February with shaded dates 22, 29, 5, 12, 19.

25

FEBRUARY-MARCH

Calendar grid for February-March with shaded dates 26, 5, 12, 19.

15

MARCH-APRIL

Calendar grid for March-April with shaded dates 26, 2, 9, 16.

14

APRIL-MAY

Calendar grid for April-May with shaded dates 23, 30, 7, 14.

20

MAY-JUNE

Calendar grid for May-June with shaded dates 21, 28, 4, 11.

18/92

KEY:

- SCHOOLS CLOSED (solid black)
SCHOOLS OPEN NO STUDENTS (horizontal lines)
REPORT CARD DATES (vertical lines)
HALF-DAYS (diagonal lines)

DETROIT PUBLIC SCHOOLS 2001-2002 SCHOOL CALENDAR

FIRST SEMESTER

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

AUGUST-SEPTEMBER

	28	29	30	31
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

22

OCTOBER

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

20

OCTOBER-NOVEMBER

29	30	31		2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

18

NOVEMBER-DECEMBER

26	27	28	29	30
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21

20

DECEMBER-JANUARY

24	25	26	27	28
31	1	2	3	4
7	8	9	10	11
14	15	16		

13/93

SECOND SEMESTER

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

JANUARY-FEBRUARY

21	22	23	24	25
28	29	30	31	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

24

FEBRUARY-MARCH

25	26	27	28	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

15

MARCH-APRIL

25	26	27	28	29
1	2	3	4	5
8	9	10		12
15	16	17	18	19

14

APRIL-MAY

22	23	24	25	26
29	30	1	2	3
6	7	8	9	10
13	14	15	16	17

20

MAY-JUNE

20	21	22	23	24
27	28	29	30	31
3	4	5	6	7
10	11	12		

18/91

CALENDAR NOTES:

THIS SCHOOL YEAR HAS 184 DAYS.

NOVEMBER 10 IS A HALF-DAY FOR ATTENDANCE PURPOSES BUT COUNTS AS A FULL DAY OF INSTRUCTION.

JANUARY 17, 2001 IS A FULL DAY AND JANUARY 18, 2001 IS A HALF-DAY FOR STUDENTS PER TEACHERS CONTRACT. JUNE 13, 2002 IS A FULL

KEY:

- SCHOOLS CLOSED
- SCHOOLS OPEN NO STUDENTS
- REPORT CARD DATES
- HALF-DAYS

FINAL OFFER

FROM

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

TO

**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
(LOCAL 214) SECURITY OFFICERS**

APRIL 30, 2007

**Final Offer
From
The School District of the City of Detroit
To
The International Brotherhood of Teamsters, Chauffeurs, Warehousemen
And Helpers (Local 214) – Security Officers**

DURATION OF AGREEMENT

Change all relevant dates throughout the Agreement to reflect it being effective from August 26, 2003 through June 30, 2009.

COMPENSATION/REOPENER

Continue 5.71% wage reduction through June 30, 2007 by adding the following language to Article XXX, which shall be renamed from “Wages” to “Compensation”:

The 5.71% wage reduction for each bargaining unit member initiated by the parties’ 2005 letter of understanding shall continue through June 30, 2007. The parties agree to a reopener on the issue of wages and benefits for the period beginning July 1, 2007, with negotiations to begin immediately. If negotiations on the reopener fail to result in an agreement by June 30, 2007 on wage rates to be effective July 1, 2007, pre-reduction wage rates will be placed in effect on July 1, 2007, subject to continued bargaining obligations on the reopener.

ARTICLE III – ACCOUNTABILITY (Proposed Addition)

Recognizing the nature of the position and the inherent risks associated with the position, members of this bargaining unit shall not be directed to perform a task beyond such inherent risk that is likely to be detrimental to their health or safety.

Members of this bargaining unit shall be provided with periodic/refresher training in self defense, restraining techniques, crowd control, incident investigation, report writing, witness interviewing, and other training designed to help assure the safety and effectiveness of Security Officers.

Members of this unit who notify the Department of Public Safety of a potential or in progress violent or hazardous act shall receive additional departmental assistance without undo delay.

Employees shall have access to assigned work locations in a timely manner not to exceed one hour past shift starting time. All plant detail assignments will consist of employees being planted in a structured building with access to a landline telephone and restroom facilities. Night Plant detail assignments (after 6:00 p.m.) will be staffed by at least two (2) Officers.

ARTICLE IX- WORK SCHEDULE

Article to read as follows and replace all references in the Agreement to "12-month employees" with "52-week employees" and references to "10-month employees" to "non-52-week employees".

- A. Bargaining unit members will be classified as either 52-week employees or non-52-week employees. 52-week employees shall be scheduled to work 52 weeks a year, subject to other terms in this Agreement. Non-52-week employees will be scheduled to work all days within the regular school year that students attend school and any additional days as directed by the District. Non-52-week employees will work all professional development days unless otherwise notified by the District.
- B. On days where the District closes all schools due to inclement weather or any other emergency and has publicly announced closure by 4:00 a.m., non-52-week employees shall not report to work and will not be paid for the day. However, where the District has not publicly announced the closures by 4:00 a.m., non-52-week employees who report to work within 30 minutes of the scheduled starting time shall be paid five (5) hours pay as "show-up pay," and employees who report for work between 30 minutes and 1 hour after their scheduled shift shall receive two and one half (2.5) hours pay as "show-up pay." Fifty-two (52) week employees shall report to work during a declared emergency and will be paid their regular wages.
- C. When a vacancy to be filled occurs in a 52-week Security Officer position, the vacancy will be posted and following interviews with the Director of the Office of Public Safety or designee, the most senior qualified non-52-week Security Officer shall be selected for the position. Factors that shall be considered by the Director of the Office of Public Safety or designee to determine whether an employee is qualified shall include an employee's attendance (96% minimum required) and work record. In addition, to be eligible for the 52-week position, the candidate:
- must not presently be charged with a disciplinary infraction;
 - must not have been penalized for a disciplinary infraction greater than a written reprimand for at least one year prior to the date of posting the announcement; and
 - must have received a satisfactory job evaluation during the last rating period.
- D. A Security Officer may elect to be re-classified from 52-week employment to non-52-week employment in a written request to the Office of Public Safety. The Director of the Office of Public Safety, at his/her discretion, may grant the request within thirty (30) days after the date requested by the Officer. If an Officer is voluntarily reclassified from 52-week employment to non-52-week employment, such Officer shall not be eligible to be considered to return to a 52-week Security Officer position for a period of two (2) years and must make application during the above prescribed posting period.

ADD NEW ARTICLE AS FOLLOWS:

ARTICLE – ASSIGNMENTS

- A. Security Officers may request to be assigned to an east side work location or a west side work location. (Note: Requests shall not be made for a particular school, but for a location east or west of Woodward.) Such geographical assignment requests must be submitted to the Office of Public Safety between June 1 and July 31 in order to be considered for implementation at the start of the new school year.

For the 2007-2008 school year, the geographical requests of the 10% most senior bargaining unit members will be honored.

For the 2008-2009 school year, the geographical requests of the 12% most senior bargaining unit members will be honored.

For those employees whose requests are not automatically granted pursuant to the above percentages, consideration shall be given, subject to the efficient operations of the Department, to an employee's preference (if any has been submitted as stated above) as to whether the employee is assigned to the East or West side of the School District.

B. Non-school Assignments

1. Vacancies to be filled in the following Public Safety assignments shall be posted for selection. Officers interested in being considered for the position must make application as described in the posting. The Director of the Office of Public Safety or designee in his/her discretion shall select the most qualified applicant, based on the criteria listed below. Such discretion shall not be exercised in an arbitrary and capricious manner. Upon request, an applicant who is not selected shall be given written notification of the reason(s) for the decision.

a.) Patrol

- i.) Knowledge of all applicable DPS Policies and Regulations, including Public Safety procedures.
- ii.) Working knowledge of all DPS Security camera, radio, alarm and access systems.
- iii.) Written and oral communication skills.
- iv.) Organizational skills.

- v.) Attendance record (at least 96%)
 - vi.) Demonstrated teamwork.
- b.) Board Office, General Superintendent's Office, Control Center, Northern Annex, East Side or West Side Sub Office, Welcome Center
- i.) Extensive knowledge of all DPS Public Safety and other District procedures.
 - ii.) Interpersonal skills.
 - iii.) Oral and written communication skills.
 - iv.) Organizational skills.
 - v.) Attendance record (at least 96%).
 - vi.) Demonstrated record of outstanding professionalism.

ARTICLE X—PERSONNEL RULES

Replace current article with the following:

- A. The Board or the Department may develop personnel rules and policies for use with its employees. It is understood that policies and procedures may be changed or modified. Any major change of rules or policies affecting the working conditions of the members of this bargaining unit will be negotiated with the Union before implementation.
- B. In the event that the Board and the Union cannot agree upon the terms and conditions of proposed substantive change of rules or policies, the Union may file a grievance at Step 2 of the Grievance Procedure.

ARTICLE XLVIII - ATTENDANCE

Replace Article XLVIII with the following:

Introduction

The School District considers good attendance to be an important responsibility of its employees and expects employees to come to work as scheduled. Excessive absences and late arrivals are disruptive to our operations, may interfere with the ability to provide proper service to students, and put an unfair burden on other employees. As a result, the School District expects employees to maintain compliance with the following policy.

The District's goal of at least 96% daily attendance will be used as a determinant for when disciplinary action will begin to be initiated for employees and will be based on the following progressive steps:

Number of occurrences in a fiscal year	Absence	Tardy	Disciplinary action
Step 1	3	3	Letter of advisement/ counseling by administrator
Step 2	5	7	Written reprimand
Step 3	8	10	Three (3) days off without pay
Step 4	10	12	Five (5) days off without pay
Step 5	12	14	Termination

This sequence of corrective disciplinary action is a general guideline, and a step-by-step application is not automatic. In deciding the appropriate corrective disciplinary action to take, the School District shall consider the following factors: length of service, past work record, and other aggravating or mitigating circumstances.

Definitions

Occurrence: An occurrence of absenteeism is defined as an absence of one (1) or more consecutive days scheduled for work. Each incidence of tardiness constitutes a tardy occurrence.

Exclusions

The following will not be used to compute absenteeism under this article:

- Approved use of vacation leave
- Holidays on which the employee is not directed to work
- Approved absences due to work-related injuries
- Absences covered by the Family and Medical Leave Act (subject to verification by the School District)
- Approved absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis
- Personal Business
- Jury duty
- Military leave
- Funeral leave
- Disciplinary suspension
- Accommodations made under the auspices of the Americans with Disabilities Act (ADA) (e.g., therapy, dialysis, etc.)

Tardiness

Tardiness is a special concern to the School District because of the need for security officers to be present and on duty at the beginning of their shift. Accordingly, tardiness of any duration shall result in docking of pay and be subject to discipline as stated above, and may result further in being sent home without pay for the missed shift (charged 07 for the time missed) as set forth below.

- An officer reporting to work within fifteen (15) minutes of his/her normal starting time shall not be sent home.
- An officers reporting to work between fifteen (15) and thirty (30) minutes from his/her normal starting time shall not be sent home as long as he/she has called in within fifteen (15) minutes after his/her starting time, unless extenuating circumstances prevent the officer from calling in.
- For the first two incidents only, where an officer is tardy by between fifteen (15) and thirty (30) minutes and does not call in, he/she shall be allowed to work the remainder of the shift. On any subsequent incident, the Director of the Office of Public Safety shall retain sole discretion as to whether to allow the officer to work his/her shift. Such discretion shall not be exercised in an arbitrary and capricious manner.
- Where an officer is tardy over thirty (30) minutes after his/her normal starting time, the Director of the Office of Public Safety shall retain sole discretion as to whether to allow the officer to work his/her shift. Such discretion shall not be exercised in an arbitrary and capricious manner. The Director of the Office of Public Safety may consider prior notice (call-in) and reason for tardiness in determining whether to allow the officer to work.

ARTICLE XXI - VACATIONS

Add the following under Section A:

Officers with five weeks' vacation may be allowed to take fifteen (15) consecutive vacation days during the months of July and August if granted by the Director of the Office of Public Safety.

There shall be no vacations allowed for bargaining unit members beginning one week prior to the start of school through the end of September, and during the last week of school.

EDUCATION BONUS

The parties will enter into a Letter of Understanding stating that a security officer who has earned his/her Associate's Degree in Business Administration or Personnel by June 30, 2008 shall qualify for the Education Bonus without petitioning the committee referenced below.

Add the following under Article XXX:

C. EDUCATION BONUS

All security officers who have an Associate's Degree with a major in criminal justice, psychology or sociology shall have their base rate increased by \$1200. The eligibility for the payment shall commence when the School District receives a transcript which meets the criteria listed above. A security officer with a major other than those listed above may petition to receive the bonus by submitting a request and a transcript to a committee consisting of two representatives of the School District and one representative of the Union. The committee shall meet as needed to consider petitions and determine whether a proposed major is sufficiently related to the position of security officer to justify future payment of the bonus to the petitioner. The decision of the committee shall be final and binding.

PERFORMANCE MANAGEMENT

Replace Article L with the following:

The parties agree that the School District shall evaluate employees at least once a year using a comprehensive performance-management process. In addition to the criteria set forth below, the employee shall be evaluated based upon meeting established performance goals. Performance goals shall be established in writing by the appropriate administrator, after input from the employee, on or before October 15 of each school year. Evaluation shall be ongoing; however, the formal annual evaluation shall be completed by May 1 of each year. Unsatisfactory performance must be identified in writing. Any written evaluation of unsatisfactory performance shall include (a) clearly documented examples of unsatisfactory performance; (b) evaluation based upon personal observation; (c) evaluation by a direct supervisor of the member being evaluated.

Performance evaluations shall be based upon:

- job knowledge and skill
- quality of work
- efficiency of work
- attendance
- interpersonal skills
- training received (to the extent available)

Appeals of unsatisfactory performance appraisals shall be first to the next level manager over the supervisor conducting the evaluation and, thereafter, through the grievance procedure.

Supervisors and employees shall receive orientation on the performance evaluation system.

For the 2006-2007 school year, the October 15 deadline for establishing performance goals is waived.

ARTICLE XVI - LAYOFF

Amend Section B of Article as follows:

- B. 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 General 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 third day of the work stoppage, but may be any day following the third day of the work stoppage.

Add new Sections C and D to Article to read:

- C. Upon notice of recall from a layoff under Section B, 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 determined by the District 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.

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

ARTICLE XIII - DISCHARGE AND DISCIPLINE

Revise Section A as follows:

The bargaining unit member must be notified at least twenty-four (24) hours in advance in writing of the purpose of a due process hearing with the Department of Public Safety when a specific disciplinary charge(s) is (are) contemplated against the bargaining unit member. Such notice must include a statement of the incident(s) giving rise to the due process hearing and a statement of the potential charge(s) and/or work rule violation(s). The notice must also state that the bargaining unit member has the right to union representation. Notice for due process hearings regarding attendance violations must include the dates of absence/tardiness occurrences that are being charged. The notice required by this section shall apply only to due process hearings where a specific disciplinary charge is contemplated, not to preliminary investigatory interviews to determine whether misconduct or a violation has occurred and whether discipline and a due process hearing may be necessary.

Revise Section B as follows:

Unless mutually agreed to by the parties, the due process hearing of the bargaining unit member will be held no later than thirty (30) days from the date the investigation upon which the charges are based is concluded. In cases where the Department of Public Safety issues a written reprimand or probation, a written summary including the decision will be provided to the affected unit member within ten (10) work days from the conclusion of the due process hearing. In cases where greater discipline is contemplated, a written summary of the Department of Public Safety's disciplinary recommendation to the School District will be provided to the affected unit member within ten (10) work days from the conclusion of the due process hearing. If it is serving in a representative capacity, a copy to the Union will also be provided.

SECURITY DEPARTMENT PERSONNEL FILE (ARTICLE XXXVI)

Rewrite entire article as follows:

ARTICLE XXXVI—PERSONNEL FILE

- A. Upon written request from the employee, a member of this bargaining unit, or his/her Union representative, may review the employee's personnel file with a representative of the School District.
- B. No discipline shall be entered into an employee's file until the employee receives a copy of the discipline.
- C. Employees may submit in writing a request to remove articles in their file extending over a one-year period from the date they were entered.

ARTICLE XLIII - SICK LEAVE

Three (3) days may be used each year for personal business which may not be conducted outside of regular working hours. Personal business days may not be used to extend a holiday.

ARTICLE XLV - MILEAGE

Method of payment to be addressed at special conference.

CALL-IN PROCEDURES FOR SICK LEAVE AND INJURIES

To be addressed at special conference.

ARTICLE XXXVIII - CLOTHING ALLOWANCE

Union concerns to be addressed at special conference.

LETTERS OF UNDERSTANDING

Delete the following letters of understanding:

April 4, 2000 LOU (p. 24 of 1999-2003 contract)

April 4, 2000 LOU (p. 26 of 1999-2003 contract)

April 4, 2000 LOU (p. 27 of 1999-2003 contract)