

AGREEMENT

between the

**SCHOOL DISTRICT OF THE
CITY OF DETROIT**



and the

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

SITE MANAGEMENT

WAREHOUSE, FOOD SERVICE

and

STUDENT TRANSPORTATION



August 25, 1999 – August 24, 2003

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THIS AGREEMENT is entered into effective August 25, 1999 between the Board of Education for the School District of Detroit, Michigan, hereinafter referred to as the "Board" and Teamsters, Local 214 (Warehousemen, Site Management, Food Service, Student Transportation), an affiliate of the 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 for 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 — EMPLOYEES COVERED

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, the Board 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 of all employees of the Board included in the bargaining unit.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than Union activities.

ARTICLE II — RESIDENCY

Effective January 20, 1980, 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 Warehouse, Site Management, Food Service, Student Transportation 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 — 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 tool which will include, but will not be limited to, the following performance factors:

- Job Knowledge and Skill
- Quality of Work
- Efficiency of Work

Attendance

Team Effort and Leadership

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

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 shall 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. There shall be no lockout by the Board 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 of 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 – CHIEF STEWARDS, STEWARDS AND ALTERNATES

The Board recognizes the right of the Union to designate two (2) stewards and one (1) Chief Steward from the seniority lists of employees in this bargaining unit. 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 duties as steward without interference with his own job functions or the job functions of other employees. The steward shall not leave his job to conduct his duties as steward without first securing the permission of the immediate superior. The failure of the superior to grant reasonable time off may be the subject of a grievance.

ARTICLE VIII – UNION FEES AND DUES

A. 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, 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 uniformly required of employees of the Board who are members. The provision is effective immediately.

B. 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, dues, or membership service fees. Such dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, 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.

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

D. 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.

E. The Board, upon receiving a signed statement 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 a copy of the communication forwarded to the Union.

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

G. 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.

H. The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.

ARTICLE IX – NOTICES TO UNION

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

ARTICLE X – SPECIAL CONFERENCES

A. 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) repre-

sentatives 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 workday, 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 conferences.

B. Upon timely request to do so, the Union representatives may meet on the date of the special conference at a place designated by the Board on the Board's property for at least one-half (1/2) hour immediately preceding the special conference.

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 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 to the appropriate administrator or his representative within ten (10) working days from the time that the event took place or within ten (10) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance.

Upon receipt of the grievance, the appropriate administrator or the applicable unit head shall arrange for a conference within five (5) working days after receipt of the grievance. The grievant may be heard personally and may request representation by the Union. The Union will be afforded the opportunity to be present at any grievance hearing. The appropriate administrator shall render a decision and communicate it in writing to each grievant, the Union, and the DPS Office of Labor Contract Management within five (5) working days after the completion of the conference.

Step 2 – Appeal to Chief Executive Officer

Within fifteen (15) working days after receipt of the decision of the 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 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 Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute at his discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.
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, written consent.

Procedures for Grievances Not Under the Jurisdiction of the Principal or Application 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) school days after receipt of the grievance, the Chief Executive Officer shall render a written decision which shall be forwarded to the Union. The decision of the Chief Executive Officer 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 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 – USE OF PAST RECORDS

The use of past records at a hearing shall be restricted to items which are relevant to the current charge.

ARTICLE XIII – TIME CARDS

Employees punching time cards, other than their own, will be subject to disciplinary action.

Employees punching time cards *or other sign-in/sign-out mechanism*, other than their own, *and employees who fail to punch in at the beginning of the day and punch out at the end of the work day, if so required*, will be subject to disciplinary action.

Where there are no time cards, the District will establish the method for signing in and out and will so advise the Union.

ARTICLE XIV – ATTENDANCE

The Chief Executive Officer'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.

Any employee who takes a day off without calling his/her supervisor or the timekeeper will not be paid for that day, but will be carried as absent without pay.

ARTICLE XV – DAMAGE TO DISTRICT PROPERTY OR EQUIPMENT

An employee shall reimburse the District for any damage to District property or equipment which is caused by the employee's own recklessness or intentional conduct.

Mechanics who are issued District tools and equipment shall be responsible to reimburse the District for any loss caused by their failure to properly secure said items as directed.

ARTICLE XVI – WAGES

1. Effective August 25, 1999 all bargaining unit members shall receive a two percent (2%) wage increase.

2. Effective August 25, 2000 all bargaining unit members shall receive a two percent (2%) wage increase.

3. Effective August 25, 2001 all bargaining unit members shall receive a two percent (2%) wage increase.

4. Effective August 25, 2002 all bargaining unit members shall receive a two percent (2%) wage increase.

5. SALARY STEPS

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

The employee must meet the *School District of the City of Detroit Attendance Standard* of 96% (at least ten (10) days for 12 month employees; at least eight (8) days for 10 month employees).

The employee will be notified when they have used five (5) non-exempt days.

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

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

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

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

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

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

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

6. SALARY SCHEDULES

A. 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 12 month employees; at least eight (8) days for 10 month employees).

- B. A unit members' right to receive the following year's pay adjustment negotiated between the parties shall be reinstated when the unit member is in compliance with the *School District of the City of Detroit Attendance Standard* for a period of 12 months.
- C. 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 XXXIII. 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.
- D. 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 XVII – BONUS – FOOD SERVICE ONLY

A bonus check, based upon each day of active service during the regular school year, not to exceed \$300.00, shall be paid to each Food Service VOSH and TDL at the end of the school year.

Retirees during the school year, employees who transfer to another Board of Education department, or employees who voluntarily resign subsequent to May 1 of the school year will be paid the above bonus on a pro-rated basis.

Excluded from the bonus payment will be those employees who are terminated for just cause.

The above bonus check will be paid in full to those above employees who actually work a total of 170 days during the school year. Those working less than 170 days should receive the bonus on a pro-rated basis.

Effective August 25, 2000, a bonus check in the amount of, \$300.00 shall be paid to each Food Service VOSH and TDL at the end of the school year, provided the employee meets the attendance standards detailed in Article XVI of this Agreement.

Retirees during the school year, employees who transfer to another Board of Education department, or employees who voluntarily resign subsequent to May 1 of the school year will be paid the above bonus on a pro-rated basis.

Excluded from the bonus payment will be those employees who are terminated for just cause.

ARTICLE XVIII – COST OF LIVING ALLOWANCE

No cost of living allowance shall be paid by the Board to the members of this bargaining unit.

ARTICLE XIX – COMPUTATION OF BACK WAGES

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

In computing the amount of back wages to be paid by the Board in settlement of any meritorious back wage claim, the Board may deduct an amount equal to the interim earnings of the employee from any source so that the earnings of the employee during the back wage period will not exceed the earnings the employee would have received from the Board had he/she been employed by the Board at his/her regular rate of pay.

ARTICLE XX – SEVERANCE PAY

The Board will pay one half of the employee's accumulated sick leave up to a maximum of thirty (30) days' pay in the event of retirement or death only.

ARTICLE XXI – RETIREMENT CONTRIBUTION

The Board will continue to pay the retirement contribution to the State of Michigan Employees' Retirement System for members of this bargaining unit, as required by law.

ARTICLE XXII – PREMIUM PAY

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

- A. Time and one-half will be paid for all hours worked beyond eight (8) hours in any given day.
- B. Time and one-half will be paid for all hours worked on the employee's sixth day of work.
- C. Double time will be paid for all hours worked on the employee's seventh day of work.

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

ARTICLE XXIII – COFFEE BREAKS AND LUNCH PERIOD

A. **Coffee Breaks:** Fifteen (15) minutes in the first half of an employee's work day, the fifteen (15) minutes in the second half of an employee's work day shall be granted to all employees for a coffee break. However, the School Board's personnel shall retain the right to determine the exact time of employee's coffee break in order to eliminate or minimize any adverse affect upon the operation of the School District. No employee shall be entitled to any additional coffee breaks under the provisions of this Award, except by mutual agreement between the parties herein.

B. **Lunch Period:** No employee, who is covered by this Agreement shall receive a paid lunch period.

ARTICLE XXIV – FOOD SERVICE EMPLOYEES ONLY

The Board and the Union agree that in the event a member of this unit working in the Food Service Department, through no fault of his own, is required to miss a portion of his lunch period, the Board will reimburse that employee for the time lost from his lunch period, not to exceed 30 minutes in any work day.

The Handyman position in Food Service will become a twelve-month (12) position.

ARTICLE XXV – SENIORITY

A. Seniority is defined as an employee's length of continuous service with the Board as a regularly appointed or regularly assigned employee in the bargaining unit.

B. Employees newly appointed or assigned to a regular position in the unit shall be considered probationary employees for the first six (6) months of 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 only from the effective date of his/her appointment or assignment.

C. An employee who is appointed or assigned to a regular position with the Board from a seasonal position with the Board after having worked continuously as a seasonal employee for at least six (6) months shall, upon becoming a regularly appointed employee, have seniority from the date of his last hiring as a continuous seasonal employee.

D. Seniority shall not be affected by the race, religion, sex, age, creed, marital status, or number of dependents of the employee.

E. A seniority list as of the date of this Agreement will be supplied the Union. Said list will show the names and job titles of all employees of the unit entitled to seniority and will be posted in each work area.

F. The Board will keep the seniority list up to date at all times and will provide the Local Union with up-to-date copies at the beginning of each new semester, or upon request of the Union, showing current employees, or employees who have been terminated, released or were laid off.

G. The Chief Steward has super-seniority with regard to overtime.

ARTICLE XXVI – LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

- A. He/she quits.
- B. He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- C. He/she is absent for five (5) consecutive working days without notifying the Board.

The Board may consider and make exception to this rule in appropriate cases. After such absence, the Board will send written notification to the Union and to the employee at his/her last known address that he/she has lost his/her seniority; and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the grievance procedure, starting at the third step.
- D. If he/she does not return to work when recalled from layoff as set forth in the Recall Procedure in Article XXIX of this Agreement.
- E. Return from sick leaves of absence will be treated the same as "C" above.
- F. He/she retires under the terms of any retirement program.

ARTICLE XXVII – LAY OFF

- A. Lay off means a reduction in the work force due to a decrease in work or lack of funds.
- B. If a lay off becomes necessary, the following procedure will be followed:
 1. Temporary employees will be laid off.
 2. Probationary employees will then be laid off.
 3. Regularly appointed employees will be laid off in accordance with their seniority and their ability to do the remaining work.
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of lay off and wherever possible, a two-week notice shall be given. The employee shall transmit a list of the employees, who are being laid off, to the Local Union representative on the same date that the notices are issued to the employees.
- D. 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 XXVIII – RECALL PROCEDURE

- A. Employees in this bargaining unit will be recalled from lay off according to their seniority and ability to do the work. Notice of recall shall be sent by registered or certified mail to the employee at his/her last known address.
- B. When an employee is called back to work to a department other than the department from which he/she was laid off, the employee at that time may request a transfer to the department from which he/she was originally

laid off should a permanent vacancy occur. The employee's request for such transfer will be honored in accordance with his total seniority, and his ability to do the remaining work.

C. Recalled employees shall be considered as quits if they:

1. Do not return to work within ten (10) days of the mailed of recall notices.
2. Retire under the terms of any retirement program.
3. Do not return at the expiration of a leave of absence.
4. Formally resign.

The employee is responsible for notifying the Board Personnel Records Office of any change in his/her address immediately after such change.

ARTICLE XXIX – TRANSFERS AND PROMOTIONS

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

Whenever a school building is razed or demolished, the employee assigned to said building shall be reassigned in accordance with the current applicable provisions.

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

A. Promotions – Eligibility Pools

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

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

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

- He/she must not presently be charged with a disciplinary infraction;
- He/she must not have been penalized for a disciplinary infraction for at least one year (12 months prior to the date of posting the announcement);
- He/she must have received a satisfactory job performance evaluation during the last rating period; and/or,

- If the selection to fill the posted vacancy will result in a voluntary transfer for the applicant, he/she must not have been previously granted a voluntary transfer within the preceding one year (12 months prior to the date of posting the announcement);
- He/she must have passed the promotional examination.

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

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

B. Transfers

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

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

- 3. Whenever there is a need for an involuntary transfer it will constitute a provisional assignment.

C. Exceptions

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

ARTICLE XXX - DISCHARGE AND DISCIPLINE

Substitute Language:

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 administrator or unit head when discipline is contemplated. Such notice must include the statement of charges and/or work rule violation(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.

ARTICLE XXXI - 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 the period not to exceed four (4) weeks may be granted upon the submission of Form 4132.

C. The Board may extend other types of leaves to members of this bargaining unit. If the leave is six (6) months or less, the vacancy created by the employee's Leave of Absence shall not be filled with a permanent employee. The absented employee shall be returned to his/her previous classification upon return from the leave if the employee returns no later than six (6) months after the effective date of the leave. In leaves extended beyond six (6) months, the Board may fill the position of the absented

employee. 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 to 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 Medical Examiner shall select the appropriate specialist."

ARTICLE XXXII - LEAVE FOR UNION BUSINESS

A. Members of the Union elected to Local Union positions or selected by the Union to do work which takes 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. Two (2) 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 XXXIII - SICK LEAVE

A. Twelve-Month Employees: Twelve-month employees in this unit shall receive sick leave at the rate of seventeen (17) days a year, to be earned at the rate of .65 days for each biweekly pay period worked.

B. Ten-Month Employees: Ten-month employees in this unit shall receive sick leave at the rate of fifteen (15) days a year, to be earned at .76 days for each biweekly pay period worked.

C. New Hires – Effective the date of ratification, new hires shall receive five (5) sick days the first year. The second year they will start accruing at the rate of .62 biweekly.

D. PERSONAL DAYS:

All members of the bargaining unit shall be able to use up to two (2) days for personal business. Said personal business days shall be deducted from the employee's sick leave bank. Said personal business days will have no bearing on the employee's attendance record.

E. Attendance Record:

All employees covered by the Agreement shall have their attendance record purged of any occurrence(s) more than three (3) years old.

F. Joint Sick Leave Committee – The parties agree to create a Joint Sick Leave Committee to study and made recommendations, subject to ratification by the parties, to reduce overall sick leave utilization. The Committee shall be composed of representatives of the Teamsters Local 214 Warehouse, Site Management, Food Service and the Detroit Public Schools office of Labor Contract Management.

G. An employee not able to return to work following five (5) days of absence for Personal Illness must have a medical examination by the Board Medical Examiner and present Form 431, Return to Employment: Physician's Certificate, completed by his/her own physician before returning to his/her assignment.

After five (5) consecutive workdays of sick leave the employee must furnish a statement from his/her physician on Form 432, Release Pay Check: Physician's Certificate, in order to secure his/her next paycheck.

ARTICLE XXXIV – 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 workday 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 XXXV – MATERNITY LEAVE

Absences from work which are associated with pregnancy, childbirth, and childcare shall be subject to the respective regular Board provisions as applicable, or approved illness absence. Leave of Absence for illness (without pay because sick bank is exhausted) approved absence without pay, or Leave of Absence for Personal Business (except as specifically otherwise provided in the Statement of Policy).

Since continuing to work, disability absence, and return to work are predicated on medical conditions, the failure of a pregnant employee to give required notice and submit the required medical evaluations and/or certifications from her physician shall be cause, at the direction of the Board, after ten (10) days' notice, to place the employee on Leave of Absence for Personal Business.

A. Requirements for Continued Work:

1. The employee who has become pregnant is expected to notify her principal or other administrator as soon as possible after her condition is confirmed, but shall so notify the administrator before the end of her fourth month of pregnancy.
2. In order to provide for maximum continuity of service, the employee is expected to inform her administrator in writing of the tentative dates of leaving and returning as soon as possible after her condition is confirmed. Notification of tentative dates shall be given in writing no later than the end of the fourth month of pregnancy. Tentative dates may be revised.
3. An employee may continue to work in her current assignment provided that the employee shall submit Form 4306-Medical Office Physician Certificate – Maternity (Only) from her personal physician which shall certify the anticipated date of delivery, and that she is able to work in her current assignment, and further provided that she is able to, and continues to fulfill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.

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

1. The date of leaving work because of disability shall be determined by the employee and her physician provided that it is certified by the employee's personal physician and confirmed by the Board Medical Examiner that the employee is unable to work.
2. During the period of absence because of disability associated with pregnancy and/or childbirth, employee is entitled to approved illness absence with pay to the extent of her sick leave bank, subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the Board Medical Examiner.
3. An employee shall not move from any unpaid leave of absence status to paid disability absence status.
4. An employee shall not move from any unpaid leave of absence to an approved absence without pay.

C. Requirements for Leave of Absence for Personal Business Without Pay:

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

D. Requirements for Return to Work:

1. After childbirth, the employee's return must be approved by the employee's personal physician and the Board Medical Examiner.
2. During the period of absence because of disability, or approved absence without pay of up to four (4) weeks, the employee's regular position will be held, subject to the regular procedures for approved illness absence, and the regular procedures for approved absence without pay.
3. Regular conditions and provisions applicable to returns to active employment from illness absence, Leave of Absence for Illness, Leave of Absence for Personal Business or resignation shall apply.

E. Related Conditions:

1. Regular conditions and provisions for continuation of insurance which apply to approved absences and/or Leave of absence shall apply.
2. The decision of the Board Medical Examiner is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner, as to his/her ability or disability for work, the employee may appeal the decision under the following conditions:
3. The Board Medical Office shall provide a list of at least three (3) appropriate specialists. The employee shall consult any one of those designated at his/her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work.
4. 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 XXXVI – VACATION AND HOLIDAYS

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 weeks of vacation will not be adversely affected due to the change in the above formula.

The appropriate administrator or his/her designee shall schedule vacations for unit members. Vacation accrual benefits shall not be limited where a bargaining unit member's previously scheduled vacation has been canceled by the District.

While vacations may be scheduled throughout the year whenever service needs permit, for seniority and work schedule coordination, summer vacation requests for the months of June, July and August must be made by March 15 and approved no later than fifteen (15) days following approval of summer maintenance schedule by the appropriate administrative unit. 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 appropriate administrator or the Chief Executive Officer.

B. Upon termination of employment, an employee who has earned vacation according to the formula outlined in "A" above shall be paid his/her accrued vacation.

C. All employees, who are covered by this Agreement, shall be paid for the following holidays: Labor Day, Veteran's Day (afternoon only), Thanksgiving Day, day following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Good Friday, and Memorial Day, and July 4th. 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.

ARTICLE XXXVII – VACATION PERIOD

A. Subject to the provisions of this Agreement, vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee, the employee's seniority and the efficient operation of the department concerned. The present policy of scheduling vacations of employees in Site Management shall be continued, except that preference in filling requests for two or three weeks vacation during the months of July and August shall be determined by the seniority of regular Site Management employees.

B. Vacations may be split into one or more full weeks, provided such scheduling does not unreasonably interfere with the operations of the division.

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 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.

E. 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.

ARTICLE XXXVIII – SEASONAL WORK FOR FOOD SERVICE EMPLOYEES

Food service employees, who are normally considered as working a ten-month work year, shall receive preference in hiring as seasonal employees for summer work. An employee who is interested in summer work shall apply prior to April 1, in each year.

ARTICLE XXXIX – WEATHER EMERGENCIES

The parties agree that the current practice for providing compensatory time to bargaining unit members during weather emergencies shall continue.

ARTICLE XL – CALL-IN TIME

A. When members of this bargaining unit are requested by their department to report for work at times other than their regular work shift in order to meet emergency situations, the called back employee shall receive as approved and authorized by the Department Head, the time and one-half (1½) 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.

B. 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 procedures shall be used in each subsequent assignment.

C. If an employee is called and refuses to work in a call-in overtime assignment, the maximum overtime hours worked by called-in employees will be charged against those refusing overtime. Call-in overtime hours will be reduced to zero each school year.

D. Scheduled Overtime – Scheduled overtime must be voluntary. Individuals will be determined by seniority and will rotate until all mechanics have had an opportunity to perform overtime.

E. When overtime is scheduled for Saturday and Sunday, a mechanic who worked on Saturday will have preference for the Sunday assignment.

ARTICLE XLI – NOTICES TO UNION

A. The right of contracting or sub-contracting is vested in the Board. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members, not shall it result in a reduction of the present work force.

B. When members of the Teamsters bargaining unit in any department or division covered by this Agreement are laid off, the Board shall not engage in subcontracting if there are sufficient laid off employees in any work classification immediately available, qualified and able to do the required work.

C. In cases of contracting or sub-contracting affecting employees covered by this Agreement, the Board will hold advance discussions with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the Board is contemplating contracting out the work.

ARTICLE XLII – DRIVERS AND HELPERS

It is agreed that the following conditions remain in effect:

1. Food Service Deliveries

All deliveries made to the various cafeterias will be made "inside door of cafeteria at most convenient location near door."

2. All Other Stores Deliveries

Deliveries made in baskets—stores personnel will try to keep within the 55 pound limit that has been traditional with the Board of Education.

3. Zone areas Outside Mailroom

Material will be placed in orderly fashion for the convenience of drivers in distribution of their deliveries for the schools.

4. Zone drivers and Sedan Drivers

Drivers will assist in sorting mail and handling stock in the warehouse when not performing their driving duties or when directed by management.

It is not the intention to shorten the eight (8) hour workday for the VOSH and TDL classification.

ARTICLE XLIII – WORK WEEK

The work schedule and assignments of unit members will be determined by the appropriate administrator or his/her designee.

ARTICLE XLIV – VETERANS – RESERVES – EDUCATION

Nothing in this Agreement shall abridge the rights and preferences of Veterans and members of the armed force reserves, as provided by Federal, State and Local laws, Rules and Resolutions.

ARTICLE XLV – VETERANS' RIGHTS

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 XLVI – JURY DUTY

A. An employee, upon receipt of a questionnaire or summons for jury duty, shall immediately report that fact to the unit head or his/her 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 XLVII – NEW CLASSIFICATIONS

A. In the event of a substantial change in a job classification in this unit or if new classifications are added to this unit by the employer or by a certification issued by the State of Michigan, the employer shall establish the rate of pay for such job.

B. Upon request from the Union, the parties will enter into negotiations on the establishment of the new rate.

ARTICLE XLVIII – LONGEVITY PAY

Unit employees will receive as longevity pay, a total of one hundred fifty dollars (\$150) for ten (10) month employees and one hundred eighty dollars (\$180), yearly after eleven years of employment with the employer have been completed.

Longevity will be paid in a lump sum. 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 XLIX – HEALTH AND LIFE INSURANCE

A. Health Insurance

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

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

C. **OPT-OUT:** Employees who are covered by a health care plan offered by an employer other than the Board and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the Board, may each enrollment year at the time of the enrollment period, opt out from Board coverage and for said enrollment year receive a \$1,200 payment from the Board as payment in full. Once an employee opts out for a given year, the employee will not be able to receive the Board's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternate coverage. If the employee returns to the Board's coverage under the conditions just stated, the employee shall pay back pro rated the said \$1,200 payment provided herein. The \$1,200 will be paid for each enrollment year that the employee elects to opt out under this provision.

D. 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.

E. Life Insurance:

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

F. Dental Insurance:

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

G. Optical Insurance:

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

ARTICLE L – MISCELLANEOUS

A. It is agreed that the following procedures as it relates to the posting and filling of daily job runs and assignments out of the Warehouse remains in effect.

1. The runs will be posted and filled by seniority.
2. Employees, who are assigned to these runs on the basis of their seniority, will drive such vehicles as requested and when necessary, with the employer retaining the right to reassign those employees when their regular runs are not scheduled.

B. A joint committee (union/management) shall be established to study and make recommendations on those classifications responsible for the operation of various types of equipment. The Board shall have the ultimate decision.

C. When shop trucks are assigned to move heavy equipment, extra helpers shall be assigned by seniority. Heavy equipment shall be defined as: freezers, refrigerators, desks, large tables, etc.

D. Vehicle operators will be responsible for the daily checking of oil, gas, tires, window-washer solvent and all other accessories which add to the safety of the vehicle, i.e., lights, turn signals, wipers, etc.

E. The Chief Executive Officer may select any eligible VOSH employee as his chauffeur.

F. During the period of a VOSH employee serves as the Chief Executive Officer's regular driver he/she shall be considered a confidential employee.

G. Upon ratification and approval of this Agreement (1983-85) all Board car drivers will become confidential employees and no longer be members of this bargaining unit. Employees currently assigned as Board car drivers shall have the option of continuing the new roles of confidential employees or may remain in the bargaining unit and return to their immediately prior positions. Should any employee wish to return to

his/her former position for any reason, said employee shall be allowed to revert back to his/her former position upon submitting written notification to the CEO at least thirty (30) days prior to returning.

All Board car drivers are to be selected by the Chief Executive Officer or his designee.

H. VOSH employees, who work more than fifty percent of their time as chauffeurs, on the basis of the previous months' operation, shall not be considered for other overtime assignments in the Warehouse until all other eligible personnel have been offered this assignment.

I. All medical examinations and x-rays that may be required for the employer in order for the employee to retain his/her job shall be fully paid by the Board.

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

ARTICLE LI - UNIFORMS

No uniforms will be furnished or maintained by the Board, except as provided herein below.

In the event that any employee is required to wear a special type of uniform as a condition of his/her continued employment, such uniform shall be furnished and maintained by the Board.

The Board shall provide two uniforms (shirts and pants) for all mechanics.

ARTICLE LII - LEGAL COUNSEL

The Board 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.

ARTICLE LIII - WORKER'S COMPENSATION

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

ARTICLE LIV - MAINTENANCE OF STANDARDS

Except as expressly stated herein, nothing in this agreement is intended to modify or diminish the benefits, responsibilities, privileges or conditions of employment in effect at the time of the execution of this Agreement.

ARTICLE LV - PERSONNEL FILE

A. Materials relating to any Union member and retained in his/her department shall be kept under the direct control of the Board or its designated representative.

B. Upon written request from the employee, an employee in this bargaining unit, or his/her Union representative, may view specific named materials retained in the department relating to his/her employment with the Board.

C. No reports shall be placed in the employee's personnel file until the employee receives a copy thereof. Where the employee disagrees with the report, he/she shall have a right to have his/her response placed in the personnel file.

D. Personnel records are subject to be used only in accordance with applicable laws and statutes.

E. Reports in the employee's personnel file which were not tendered to him/her or which he/she had no prior knowledge will not be used in any court, arbitration and/or administrative hearings.

ARTICLE LVI - DEPARTMENTAL RULES

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. It is the intention of the Board to provide each employee with a handbook of departmental rules, policies, and procedures relating to his/her responsibilities.

C. In the event that the Board and the Union cannot agree upon the terms and conditions of a proposed substantive change of rules or policies, the Union may file a grievance at Step 2 of the Grievance Procedure.

ARTICLE LVII - SAFETY STANDARDS

A. The Board shall maintain its safety standards and practices as they relate to the operation of equipment during the life of this Agreement. Instances where the continued operation of equipment will result in a hazard to life or property, the operator shall immediately notify his/her superior. Any refusal of an employee to operate equipment which is abnormally dangerous shall not constitute a violation of this Agreement.

B. An employee involved in any accident involving personal injury or property damage shall immediately report the accident to his/her superior. The employee shall, as soon as possible, make out an accident report in writing on forms furnished by the Board, and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject such employee to disciplinary action, including discharge by the employer. If the employee involved in the accident requests a steward to be present at an interrogation relating to the accident, such request will be granted.

C. A Safety Committee, composed of representatives from management and the Union, shall be established within each department. The Union may designate no more than two (2) representatives to sit on this committee.

ARTICLE LVIII – PERSONAL PROPERTY LOSS

The Board will pay us to \$200 annually toward personal property damage actually incurred by an employee.

Personal property is defined as anything a person would normally wear or carry into the building or location, but does not include cash, automobiles or motorized vehicles of any sort.

In the event the employee also collects money for the same loss from his/her own insurance carrier, the employee is obligated to reimburse the employer.

Settlement for any loss claimed under this article shall be made at the end of the semester in which the loss is verified through the presentation of receipts or bills by the employee.

ARTICLE LIX – TOOL AND AUTO ALLOWANCE

A. The Board shall furnish quality tools for employees working as Licensed Truck Repairmen and/or General Auto Repairmen. These employees shall not be charged for tools when theft or breakage occurs.

B. Employees, who are required to carry tools in their private cars in order to perform their work duties, shall receive \$25.00 per month in addition to their regular wages. This payment shall be made by separate check.

C. For each year, the mileage rate shall reflect the rate that is used by the IRS for tax purposes.

All unit members who are directed to use their own vehicles during regular working hours will qualify for mileage reimbursement.

ARTICLE LX – NEW AND MODIFIED EQUIPMENT

When new types of equipment are acquired or existing equipment modified, or there are additional work duties or changes in the work assignments, which involve the application of skills and training not required in the operation of the present equipment being replaced or supplemented, the Union and the Chief Steward shall immediately be notified and said changes shall be discussed at a special conference including the right to negotiate different rates of pay and classifications.

ARTICLE LXI – UNION BULLETINS

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 LXII – SEPARABILITY AND SAVINGS CLAUSE

A. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions herein shall remain in full force an effect.

B. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the specific provision held invalid.

ARTICLE LXIII – 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 not feasible.

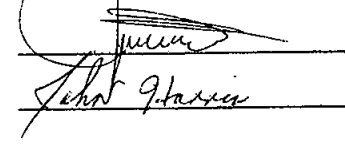
The parties will meet annually to identify those practices which conflict with the Collective Bargaining Agreement and/or District policy. Only practices identified and agreed to may be relied upon as a defense for purposes of grievances or arbitrations.

This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the District, the Union, and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.”

ARTICLE LXIV – CHANGE AND TERMINATION

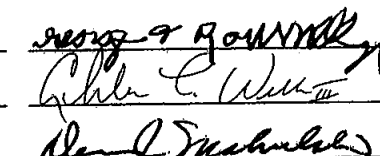
This Agreement shall remain in full force and effect up to and including August 24, 2003. However, the employer may extend this Agreement for ten (10) days by giving written notice of such desire to the Union prior to August 24, 2003. This Agreement shall automatically renew itself from year to year after August 24, 2003, unless either party shall notify the other party by registered or certified mail at least ninety (90) days prior to August 24, 2003, of its desire to modify or terminate this Agreement.

For the Union:


John Garcia

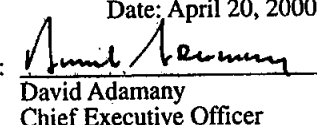
Date: April 20, 2000

For the School District of the City of Detroit:


David Adamany

Date: April 20, 2000

APPROVED:


David Adamany
Chief Executive Officer

Date: _____

LETTER OF UNDERSTANDING

RE: Ties in Seniority

It has come to our attention that in cases where two (2) or more employees are hired to work on the same date, the procedure used to determine seniority has been inconsistently implemented.

To remedy this matter, we propose:

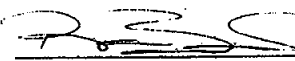
Effective October 19, 1992 and thereafter, if two (2) or more employees have the same hire date, they shall be ranked for seniority purposes by the last four (4) digits of their respective Social Security numbers. The one with the lowest number shall be given higher seniority rank.

It is understood and agreed that any current seniority ranking of any Teamster-represented employee will not be changed by this Letter of Agreement.

We suggest that this Letter of Agreement become part of the current master Agreement with each Teamster unit at the Detroit Board of Education.

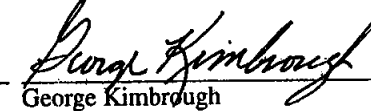
Should you agree to this procedure, please sign below and return it to us for appropriate implementation.

For the Union:



Ronald Bush

For the Board:



George Kimbrough

Date: October 19, 1992

Settlement Agreement

between

The School District of the City of Detroit

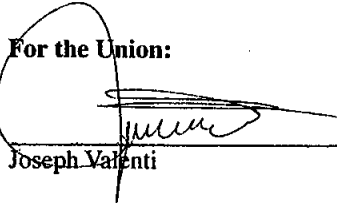
and

**Teamsters Local 214
Site Management, Warehouse, Food Service
and Student Transportation**


Letter of Understanding

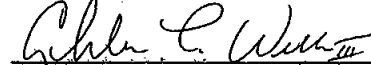
The parties will meet to discuss the implementation of direct deposit of paychecks to local banking institutions and frequency of paychecks.

For the Union:


Joseph Valenti

**For the School District of the
City of Detroit:**


George Roumell, Esq.


Charles L. Wells III

Date: April 20, 2000

Date: April 20, 2000

Settlement Agreement

between

The School District of the City of Detroit

and

**Teamsters Local 214
Site Management, Warehouse, Food Service
and Student Transportation**

Letter of Understanding

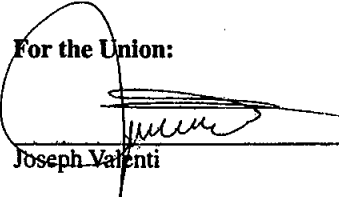
DISCIPLINARY ACTION BECAUSE OF ABSENTEEISM

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:**


George Roumell, Esq.


Charles L. Wells III

Date: April 20, 2000

Date: April 20, 2000