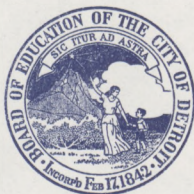


10/1/75



DETROIT PUBLIC SCHOOLS

OFFICE OF LABOR NEGOTIATIONS

5057 WOODWARD DETROIT, MICHIGAN 48202 PHONE 313/494-1855

Darius

March 5, 1974

Mr. Jack Ford, Business Agent
Michigan Conference of Teamsters
Local 214
2801 Trumbull
Detroit, MI 48216

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

Dear Mr. Ford:

Pursuant to the agreement reached during our negotiating sessions, the present Board mileage formula shall be continued for members of this bargaining unit and any improvements in this formula generally extended to Board employees shall be extended to members of this bargaining unit.

Sincerely,

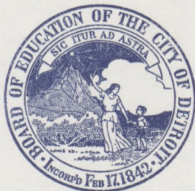
Duncan J. Currie
Office of Labor Negotiations

DJC/kg

APPROVED:

*Detroit Board of Education
5057 Woodward Avenue
Schools Center Building
Room 416
Detroit, MI 48202*

HOBART LOOMIS, EXECUTIVE DIRECTOR
AUBREY V. MCCUTCHEON, JR., EXECUTIVE DEPUTY SUPERINTENDENT
CHARLES J. WOLFE, GENERAL SUPERINTENDENT OF SCHOOLS



DETROIT PUBLIC SCHOOLS

OFFICE OF LABOR NEGOTIATIONS

5057 WOODWARD DETROIT, MICHIGAN 48202 PHONE 313/494-1855

March 5, 1974

Mr. Jack Ford, Business Agent
Michigan Conference of Teamsters
Local 214
2801 Trumbull
Detroit, MI 48216

Dear Mr. Ford:

Pursuant to the agreement reached during our negotiating sessions, in the event that new classifications for Security Officer II are created involving the use of weapons, dogs, and/or a change in working hours, 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.

Sincerely,

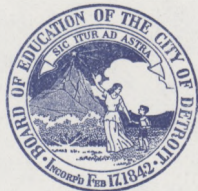
Duncan J. Currie
Office of Labor Negotiations

DJC/kg

APPROVED:

HOBART LOOMIS, EXECUTIVE DIRECTOR

AUBREY V. MCCUTCHEON, JR., EXECUTIVE DEPUTY SUPERINTENDENT
CHARLES J. WOLFE, GENERAL SUPERINTENDENT OF SCHOOLS



DETROIT PUBLIC SCHOOLS

OFFICE OF LABOR NEGOTIATIONS

5057 WOODWARD DETROIT, MICHIGAN 48202 PHONE 313/494-1855

March 5, 1974

Mr. Jack Ford, Business Agent
Michigan Conference of Teamsters
Local 214
2801 Trumbull
Detroit, MI 48216

Dear Mr. Ford:

Pursuant to the agreement reached during our negotiating sessions, in the event that employees in this unit are required to wear a special type of uniform as a condition of employment, these uniforms will be furnished and maintained by the Board of Education. The Union agrees that employees, as requested by the Chief of Security, will wear a shirt and tie and such items of normal civilian dress as he may deem appropriate.

Sincerely,

Duncan J. Currie
Office of Labor Negotiations

DJC:kg

APPROVED:

HOBART LOOMIS, EXECUTIVE DIRECTOR
AUBREY V. McCUTCHEON, JR., EXECUTIVE DEPUTY SUPERINTENDENT
CHARLES J. WOLFE, GENERAL SUPERINTENDENT OF SCHOOLS

This Agreement is entered into effective this day, July 1, 1973, 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 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 AND AGENCY SHOP

- 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, and other conditions of employment for the term of this Agreement of all employees of the Board included in the bargaining unit classified as Security Officer II. 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 discharges and suspensions for other than Union activities.
- B. Union Membership Dues or Agency Shop Service Fees and Dues Deductions -
1. 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, bi-weekly pay period a service fee in an amount equal to the regular membership dues uniformly required of employees of the Board who are members. This provision is effective September 5, 1973.

Article I - Recognition and Agency Shop (continued)

2. 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 dues or 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 by 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.
3. An employee who shall tender or authorize the deduction of membership dues, or service fees, uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues, or fees.
4. 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.
5. 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 copy of the communication forwarded to the Union.
6. The Union shall notify the Board forty (40) days prior to any change in such dues, or fees.
7. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

Article I - Recognition and Agency Shop (continued)

8. 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 II - 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, age, religion, color, creed or national origin. The parties will work together to assure equal employment opportunities for all.

ARTICLE III - 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 normally falls outside of his classification.

ARTICLE IV - PROHIBITION AGAINST STRIKES

It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members, will authorize, instigate, aid or engage in a work stoppage, slowdown or a strike against the Board. The Board agrees that during the same period there will be no lockout.

ARTICLE V - STEWARDS

- A. The Board recognizes the right of the Union to designate two (2) Stewards and two (2) Alternates from the seniority list of Security Officers II. Where necessary, in the interests 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 his immediate superior. The failure of a superior to grant reasonable time off may be the subject of a grievance.

B. Seniority of Stewards

Notwithstanding his 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 department which he can perform and shall be recalled to work in the event of a layoff on the first open job in his department which he can perform. The Stewards shall be permanent employees and shall have completed their probationary period in their current position.

ARTICLE VI - 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) representatives of the Board and at least two (2) 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 between the hours of 9:00 a.m. and 4:00 p.m., 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. These meetings may be attended by a representative of the Board and a representative of the International Union.
- B. Upon timely request to do so, the Union representative 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 hour immediately preceding the special conference.

ARTICLE VII - SECURITY DEPARTMENT PERSONNEL FILE

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

Article VII - Security Department Personnel File (continued)

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

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

ARTICLE VIII - CONTRACTUAL WORK

The right of contracting or subcontracting is the right of the Board. However, the right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, or result in lay-offs or denial of overtime to Security Officers II provided that the nature of this overtime work falls within the scope of the job functions normally assigned to Security Officers II.

ARTICLE IX - DEPARTMENTAL RULES

The Board or the department may develop personnel rules and policies for use in the department. Present personnel rules and policies shall remain in effect unless expressly changed by the terms of this Agreement.

The Union shall be consulted prior to any change in such rules and policies prior to their effective date and prior to any change therein.

ARTICLE X - GRIEVANCE PROCEDURE

Step 1

An employee who believes that he has a grievance or that any provision of this Agreement has been improperly applied or interpreted, may discuss his complaint with the Immediate Supervisor, with or without his Steward or designated representative; both parties shall discuss the complaint in a friendly manner and will make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his Steward or designated representative before any discussion with the Supervisor. The Immediate Supervisor shall make arrangements for the employee to have sufficient time off to discuss the complaint with the Steward or designated representative.

Step 2

If the matter is not satisfactorily settled, a grievance may be submitted in written form by the Steward to the Immediate Supervisor. The written grievance shall set forth the nature of the grievance, date of the matter complained of, identity of the employee(s) involved and the provisions of this Agreement that the Union claims the Board has violated. The answer of the Immediate Supervisor shall include the result of his investigation of the grievance. Such answer shall be presented to the Steward or designated representative within two (2) working days. This time may be mutually extended by the parties.

Article X - Grievance Procedure (continued)

Step 3

- a. If the Immediate Supervisor's answer is not acceptable to the Union, the Steward or designated representative will refer the grievance to the Local Union President or his designated representative who may submit an appeal to the Chief of Security or his designated representative. The Chief of Security or his designated representative shall set up a meeting between at least two (2) and not more than four (4) representatives of the Union and at least two (2) and not more than four (4) representatives of the Board and such meeting shall take place within five (5) working days from the date an agenda for such meeting is received from the Union by the Chief of Security or his designated representative. This time may be mutually extended by the parties.
- b. The Union representatives designated to attend such a meeting shall not lose time or pay for attending such a meeting.
- c. The Chief of Security or his designated representative shall have three (3) working days from the date of the meeting to answer the grievance(s) in writing and submit his answer to the Local Union President or his designated representative.

Article X - Grievance Procedure (continued)

Step 4

- a. If the answer of the Chief of Security or his designated representative is not acceptable to the Union, the Local Union President or his designated representative may appeal the grievance to the Assistant Superintendent in the Office of Pupil Personnel Services or his designated representative and a meeting between at least two (2) and not more than five (5) representatives of both parties shall take place within five (5) working days of the receipt of such appeal. The Assistant Superintendent in the Office of Pupil Personnel Services shall have five (5) working days from the date of the meeting to answer the grievance(s) in writing and submit his answer to the Local Union President or his designated representative.

Step 5

If the grievance(s) is not resolved at the previous step, the Union may, within thirty (30) days of the receipt of the answer, appeal the grievance(s) to the Superintendent or his designated representative and a meeting between at least two (2) and not more than five (5) representatives of both parties shall take place within five (5) working days of receipt of such appeal. The Superintendent or his designated representative shall have five (5) working days from the date of the meeting to answer the grievance(s) in writing and submit his answer to the Local Union President or his designated representative.

Article X - Grievance Procedure (continued)

Step 6

- a. If the grievance is not resolved at the above step, either party may, upon written notice to the other party, refer the matter to the Appeal Board.
- b. If the grievance is referred to the Appeal Board, a record shall be prepared which shall consist of the original written grievance prepared by the Union representative, all written records by either party and such other written records as there may be in connection with the grievance. This record shall be forwarded to the duly designated representatives of the Board of Education and the duly designated representatives of the Union constituting the Appeal Board.
- c. The Appeal Board shall consist of two (2) representatives designated by the Board and two (2) representatives designated by the Union who shall meet for the purpose of resolving grievances referred to it under the above grievance procedure.
- d. In the event the Appeal Board is unable to resolve a grievance under the above grievance procedure, the Appeal Board shall determine whether or not the grievance shall be submitted to an arbitrator. The grievance shall be submitted to an arbitrator for such an opinion unless a majority of the Appeal Board vote to the contrary.

Article X - Grievance Procedure (continued)

Step 6

- e. The selection of the arbitrator shall be made in accordance with the rules of the American Arbitration Association. The expense of arbitration shall be equally charged to and paid by the parties. The aggrieved and the Union local representative shall not lose pay for time off the job while attending the arbitration proceeding.
- f. Upon receipt of the opinion of the arbitrator, the Appeal Board shall issue its decision, based thereon, unless, in good faith, it is determined that intervening just cause warrants further or different action by the Union or the employer.
- g. If a grievance is submitted to an arbitrator, the Board and the Union shall each pay one-half (1/2) of the arbitrator's fee.

ARTICLE XI - 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 been employed by the Board at his regular rate of pay.

ARTICLE XII - DISCHARGE & DISCIPLINE

- A. The Board agrees promptly, upon the suspension or discipline of an employee, to notify the Union officers by telephone and to confirm such notice in writing.
- B. The specific charges resulting in such suspension or discipline shall be reduced to writing within three (3) working days by the Chief Security Officer or his designee and copies shall be furnished to the employee and, if the employee wishes, to the Steward. The employee shall sign a copy of the charges indicating receipt with the understanding that the signing does not necessarily constitute admission thereof.
- C. Within three (3) working days of receipt of the charges, the employee may request a departmental hearing.
- D. Accompanying such a request shall be a written statement from the employee relating his version of the facts and circumstances involved in the incident.
- E. The employee at this hearing shall have the right to Union representation upon his request and shall be allowed to produce witnesses substantiating his position.
- F. The Chief of Security shall issue his recommendation to the employee or to the Office of Personnel within three (3) working days of the end of the hearing with a copy to the local Union.
- G. If the decision is not satisfactory to the Union, the matter shall be referred to Step 4 of the grievance procedure.

Article XII - Discharge & Discipline (continued)

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

ARTICLE XIII - SENIORITY

- A. Seniority within the Security Department as a Security Officer II is defined as an employee's length of continuous service with the Board as a regularly appointed employee in the Security Department.
- B. Employees newly appointed to a 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 shall be entered on the seniority list of the unit and shall rank for seniority purposes from the date of his appointment. 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 and Union Steward.
- C. A seniority list as of the date of this Agreement will be supplied to the Union. This list shall show the names of all employees in the unit entitled to seniority and their date of hire. As new employees are confirmed, the list shall be updated and a copy given to the Union Steward.

Article XIII - Seniority (continued)

- D. Seniority shall be one of the factors used in determining change of work location. Seniority will be the primary factor in determining vacations.
- E. An employee shall lose his seniority for the following reasons only:
1. He quits Board employment.
 2. He is discharged and the discharge is not reversed through the procedure as set forth in this Agreement.
 3. He is absent for five (5) consecutive working days without notifying the employer. 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 last known address that he 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 does not return to work when recalled from lay off 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. He retires.

ARTICLE XIV - RECLASSIFICATION, PROMOTION, TRANSFER

- A. Ten (10) month employees may be reclassified to twelve month positions as vacancies occur, by using departmental seniority as one criteria. However, no examination shall be given or required by the Board for such reclassification. In the event the most eligible ten month employee declines a reclassification to a twelve month position on three successive occasions, his name shall be placed on the bottom of the eligibility list for placement in this position.
- B. Promotion to Security Officer I or other ranking positions shall recognize departmental seniority as a portion of the total scoring in the examination for such promotion.
- C. 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, providing that the employee immediately agrees to return.
- D. 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 shall have only that accumulated seniority for departmental purposes that he had previously earned within the Department.

He will after three (3) years pick up his full Board seniority for lay-off purposes only.

ARTICLE XV - LAY OFF

- A. The Board may lay off a permanent employee when it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or other related reasons which are outside the Board's control and which do not reflect discredit upon the services of the employee. The duties performed by an employee laid off may be reassigned within reason to other employees already working who hold positions in appropriate classes.
- B. If a lay off becomes necessary, the following order shall be used:
1. Probationary employees will be laid off first.
 2. Regularly appointed employees will then be laid off in accordance with their seniority and their physical ability to do the remaining work in the classification held.
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of lay off. The Union shall receive a list of the employees to be laid off on the same day the notices are issued to the employees.

ARTICLE XVI - RECALL

When the working force is increased after a lay off, employees will be recalled according to their seniority and physical ability to do the remaining work in their classification. Notice of recall shall be sent to the employee at the last known address by certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of the notice of recall,

Article XVI - Recall (continued)

he shall be considered to have quit.

ARTICLE XVII - LEAVE

1. 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 reemployed 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.
2. Approved absence without pay for a period not to exceed four weeks may be granted upon the submission of Form 4132.
3. 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.

ARTICLE XVIII - VETERANS

- A. The reemployment 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

Article XVIII - Veterans (continued)

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 weeks per year is the normal limit, except the employer may extend this limit in proper cases.

ARTICLE XIX - VACATION AND HOLIDAYS

- A. All regular 12-month employees covered by this Agreement shall receive vacation with pay. Vacation credits shall accrue at the rate of 57 hundredths (.57) days for each two weeks of service, not to exceed fifteen (15) working days for each 52 weeks of employment. Vacation may not be taken until after 16 weeks of employment. Vacation must be taken during the year earned, or in the following year.
- B. All regular 12-month employees covered by this Agreement shall be paid for the following holidays: Independence Day, Labor Day, Veterans' Day (afternoon only), Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day. Regular 10-month employees receive all of the same holidays, except Independence 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.

Article XIX - Vacation and Holidays (continued)

- C. Upon termination of employment, the employee who has worked more than sixteen weeks shall be paid his accrued vacation.
- D. Vacation 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.
- E. Vacation will be taken in a period of consecutive days. Vacations may be split into one or more full weeks, provided such scheduling does not unreasonably interfere with the operations of the division.
- F. When a holiday is observed by the Board during a scheduled vacation, the vacation period will be extended one day.
- G. 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 XX - 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 stationary and should bear the signature of the responsible Union officer.

ARTICLE XXI - JURY DUTY

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

Article XXI - Jury Duty (continued)

- 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.

ARTICLE XXII - 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 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 provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXIII - JOB RELATED INJURIES

A Security Officer whose absence is the result of a school related assault, 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 Workmen's Compensation Act provisions.

ARTICLE XXIV - OVERTIME AND WORK WEEK

1. The regular work week is established as eight (8) hours per day, five (5) days a week, from Monday through Friday, with no split shifts.
2. Overtime pay will be one and one-half (1-1/2) times the hourly rate for all hours worked in excess of eight (8) hours in any one day or over forty (40) hours in any week.
3. Time and one-half (1-1/2) will be paid for all hours worked on Saturday and double time (2) 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.
4. 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.

Article XXIV - Overtime and Work Week (continued)

5. 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.
6. 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. Call-in overtime hours will be reduced to zero each school year.

ARTICLE XXV - 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 reemployed 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.

Article XXV - Leave for Union Business (continued)

- 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 XXVI - GENERAL

1. 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.
2. In a complaint or grievance involving pay, the designated Union representative shall 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 XXVII - CHANGE AND TERMINATION

This Agreement shall remain in full force and effect until October 1, 1975 and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other parties. In the event of notice by either party to change and/or terminate, and no agreement on such changes is reached prior to October 1, 1975, this Agreement shall be deemed to have terminated on October 1, 1975.

For: Michigan Conference of Teamsters,
Local 214

For: The Detroit Board of Education
of the School District of the
City of Detroit

APPENDIX A

I. SALARY SCHEDULE

	<u>June 30, 1973</u>	<u>June 29, 1974</u>	<u>January 11, 1975</u>
STEP 1	\$ 7,912 <u>+ 601</u>	\$ 8,228 <u>+ 625</u>	\$ 8,557 <u>+ 650</u>
STEP 2	8,513 <u>+ 601</u>	8,853 <u>+ 625</u>	9,207 <u>+ 650</u>
STEP 3	9,114 <u>+ 601</u>	9,478 <u>+ 625</u>	9,857 <u>+ 650</u>
STEP 4	9,715 <u>+ 601</u>	10,103 <u>+ 625</u>	10,507 <u>+ 650</u>
STEP 5	10,316 <u>+ 601</u>	10,728 <u>+ 625</u>	11,157 <u>+ 843</u>
STEP 6	10,917 <u>+ 603</u>	11,353 <u>+ 628</u>	12,000 <u>+ 460</u>
STEP 7	\$ 11,520	\$ 11,981	\$ 12,460

II. The overtime provisions in this Agreement shall take effect April 1, 1974.