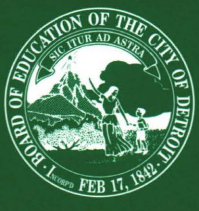


12/31/2003

# AGREEMENT

between the

**SCHOOL DISTRICT OF  
THE CITY OF DETROIT**



and the

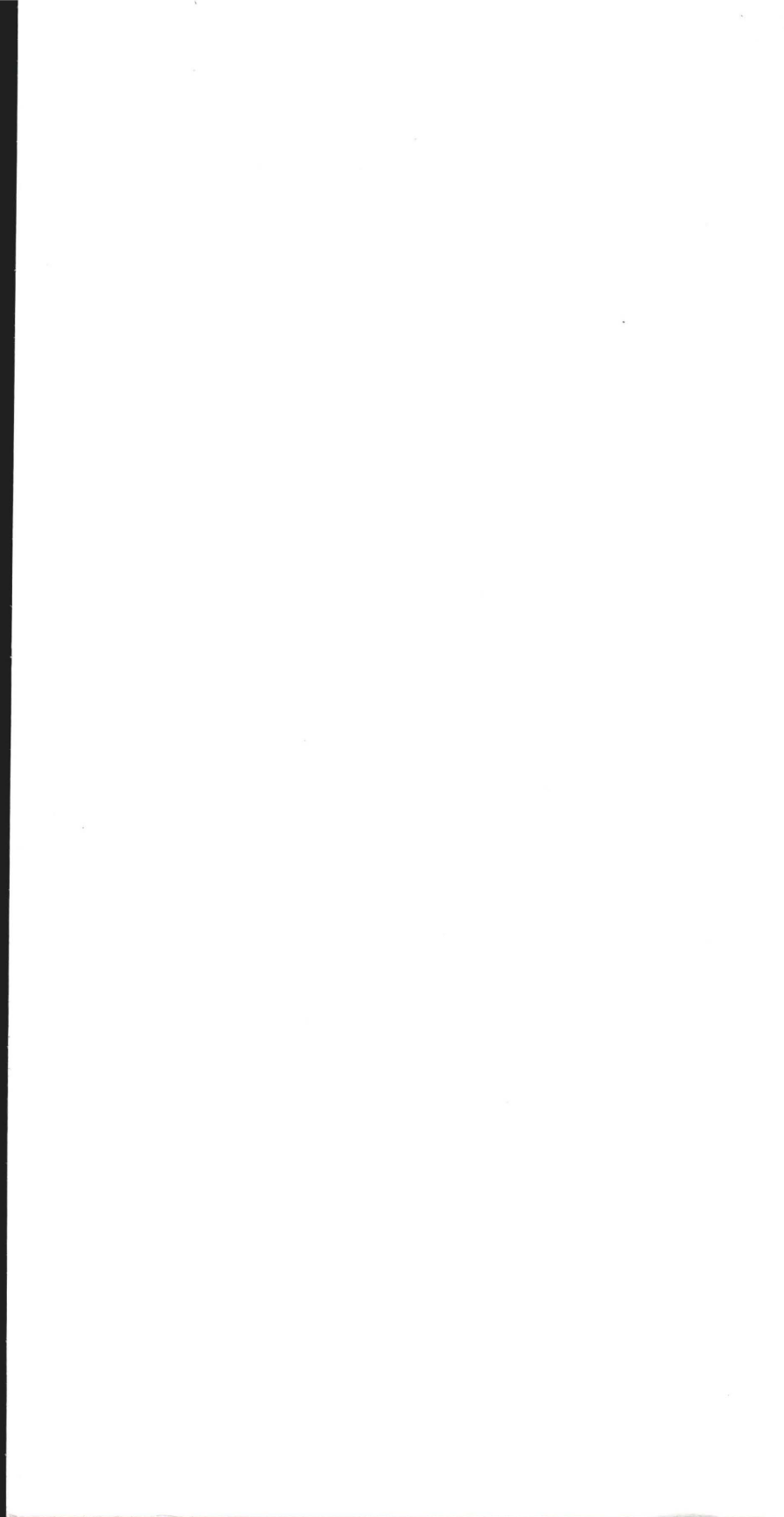
**ORGANIZATION OF  
CLASSIFIED  
CUSTODIANS**

**January 4, 2000 – December 31, 2003**

*Retreat Park School*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY





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## **A G R E E M E N T**

This Agreement is entered into effect the 4th day of January, 2000, between the School District of the City of Detroit (hereinafter referred to as the "District") and the Organization of Classified Custodians (hereinafter collectively referred to as the "Union").

### **ARTICLE I – PURPOSE AND INTENT**

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

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

To these ends, the District and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of the parties at all levels and among all employees.

### **ARTICLE II – NON-DISCRIMINATION CLAUSE**

**A.** There shall be no discrimination against any person in employment or in Union membership because of race, sex, religion, color, creed, or national origin. The parties will work together to assure equal employment opportunities, and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all persons employed by the District in all phases of the employment process.

**B.** The District and the Union are committed to the principle of equal pay for equal work and agree that no provision of this Agreement shall be interpreted in such a manner as to preclude persons of any sex from the equal opportunity to be considered, selected and employed in any position in the bargaining unit because of the sex of such person.

### **ARTICLE III – EMPOWERMENT**

The Union and the District are committed to creating empowered schools which assure maximum choice, success and rewards for students, parents and all employees.

In this regard, an empowered school shall have the authority to develop policy that affects terms or conditions of employment which may deviate from contract provisions governing non-empowered schools; provided that such changes are approved by the Local School Empowerment Council (LSEC) and a majority of the affected employees in the empowered school.

The bargaining representative of the employees involved may request negotiations with Labor Affairs regarding the changes made. Should the parties be unable to reach an agreement, either party may petition MERC to resolve the impasse.

**A.** No bargaining unit member in an empowered school will suffer a loss of employment as a result of an action by an empowered school involving purchasing outside services.

**B.** No empowered school will be permitted to pay a bargaining unit employee at less than the negotiated pay rate and fringe benefit level in the master contract.

**C.** Persons applying for promotions will indicate whether they desire to be placed in a regular school, empowered school or both. An empowered school needing to fill a vacancy will review the register and interview the candidates on the list. An empowered school can select any candidate on the list who has indicated a preference to go to an empowered school. Persons who remain on the register will be selected for a vacancy in a non-empowered school, in accordance with Article XX.

#### **ARTICLE IV – RECOGNITION – EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, the District does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the District in the job classifications described in Appendix "A".

#### **ARTICLE V – RESIDENCY**

This provision will cease to apply effective March 10, 2000.

#### **ARTICLE VI – HOURS OF WORK**

Effective September, 1981, all regular full-time employees covered by this Agreement, except as hereinafter provided, shall work eight (8) hours per day, Monday through Friday, including the thirty-minute lunch period daily.

The work schedule of unit members will be determined by the principal or his/her designee and, at locations other than schools, the appropriate administrator or his/her designee.

#### **ARTICLE VII – WORKING RULES**

The District may establish reasonable working rules pursuant to which all employees in the unit shall perform their assigned functions. The Union shall be notified in writing and consulted regarding said working rules prior to their effective date and prior to any change therein.

There shall not be any arbitrary change in hours solely to avoid the payment of overtime. There shall be no conflict between the work rules and the terms of this Agreement.

#### **ARTICLE VIII – CALL-IN TIME**

In the event that personnel who are members of this bargaining unit are requested by their department to report to work at times other than their regular work shift in order to meet emergency situations (vandalism, etc.) within the building, the employee shall receive, as approved and authorized by their department, the time and one-half rate of pay for actual time worked or a minimum of four (4) hours straight time, whichever is greater. Such call-in provision shall not, however, apply for continuous overtime hours worked prior to or after termination of the employee's regular workshift.

**ARTICLE IX – PERSONNEL RECORDS**

Personnel records shall continue to be confidential and the individual employee carefully guarded in the interest of the individual employee. They are available only for administrative and supervisory use, but they are accessible, with the exceptions noted below, to the individual employees concerned.

The individual employee may examine his/her own record with the Chief Executive Officer or his designee. The exceptions include the tests and reports from the following sources:

- a. The the Office of Medical Screening
- b. The Psychological Clinic
- c. Committees acting in the selection of promotion processes.
- d. Placement bureaus
- e. Former employers
- f. Items which may make the District liable for claims of improper disclosure or publication.

The above documents shall remain as exceptions so long as they are not used at the hearing.

The employee may be accompanied by a union representative during the examination if his/her record provided that he/she has made a written request to the District that a union representative be present.

The use of past records at a hearing shall be restricted to items which are relevant to the matter being considered at the hearing.

**ARTICLE X – PROHIBITION AGAINST STRIKES OR LOCKOUTS**

There shall not be any strike action of any type engaged in, or encouraged, by the Union against the District, nor shall there be any lockout by the District. The Union will take affirmative steps to discourage and prevent strike action against the District by its members.

**ARTICLE XI – STEWARDS**

The stewards' responsibilities include the reasonable attempt by the steward to insure that members of the unit are familiar with and adhere to the responsibilities imposed by this Agreement and by the reasonable work rules established by the District from time to time in consultation with the Union.

Where necessary, in the interest of maintaining a continuously cooperative relationship between the Union and the District, the steward, or other Union officers who are directly involved in the grievance procedure shall be permitted a reasonable time to investigate and present grievances but shall not receive any extra pay from the District because of the performance of such duties. However, when the steward or other Union officers who are directly involved in the grievance procedure are performing such authorized steward functions during working hours, they shall not suffer any loss of time or pay.

The steward shall, to the extent possible, perform his/her duties as steward without interference with his/her own job functions or the job func-

tions of other employees. The steward or Union officer shall not leave their job to conduct their duties as steward without first securing the permission of their immediate supervisor. The failure of the supervisor to grant reasonable time off may be the subject of a grievance.

#### **ARTICLE XII – RELEASED TIME ON UNION REQUEST**

During the life of this Agreement, and upon request of the Union, the equivalent of fifteen (15) work days per year shall be allowed without loss of pay or other benefits for purposes designated by the Union officers. The daily rate of any substitute service which the District provides in these cases will be paid by the Union.

#### **ARTICLE XIII – SPECIAL CONFERENCES**

**A.** Special Conferences for important matters will be arranged between the Local Union President and the District, or its designated representatives, upon the request of either party. Such meeting shall be between no more than five (5) and at least two (2) representatives of each party to the agreement.

Arrangement 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 Conferences shall be confined to those included in the agenda. Such conferences shall be held within five (5) calendar days after the request is made. This time limit may be extended if mutually agreed to by both parties.

Conferences shall be held 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 time spent in such Special Conferences.

**B.** The Union representatives may meet at a place designated by the District on the District's property for not more than one hour immediately preceding a meeting with the representatives of the District if a written request has been made.

**C.** Should the District or its designated parties and the Union reach an agreement on an item(s) as result of a Special Conference, the agreement shall be reduced to writing.

#### **ARTICLE XIV – 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 principal for employees regularly assigned to schools or the applicable unit head for employees not regularly assigned to schools before the difference becomes formalized as a grievance. If an issue cannot be resolved informally, it shall be settled in accordance with the following procedures:

##### **Step 1**

Complaints, grievances, or disputes arising out of the operation and interpretation of this Agreement shall be presented to the Principal/Unit Head 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 principal 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 principal or the applicable unit head 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, within twenty (20) working days file for arbitration in accordance with the following:

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

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

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

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

The Chief Executive Officer, or his/her designated representative, shall meet with the concerned parties. Within fifteen (15) 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.

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 XV – DISCHARGE, SUSPENSION AND DISCIPLINE**

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

**Section A:** The bargaining unit member must be notified in advance in writing of the purpose of a conference or hearing with the 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. The person bringing charges cannot chair a hearing. 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 XIV in this Agreement.

#### **ARTICLE XVI – COMPUTATION OF BACK WAGES AND OVERPAYMENTS**

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

In computing the amount of back wages to be paid by the District in settlement of any back wage claim, the District 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 District had he/she been employed by the District at his/her regular rate of pay.

**B.** In the event an employee in this bargaining unit receives wages or other monies to which he/she is not entitled and which are payments or overpayments of such wages or monies, the District agrees that except for unusual circumstances, it shall make arrangements with the employee for repayment to the District in a manner which will minimize unusual hardship to such employee. The parties recognize that it shall be the continued responsibility of the employee to immediately notify the District upon the discovery of such payment or overpayment in order that the District may promptly rectify the discrepancy. Repayment by an employee of any overpayment to the employee shall be made over a period of not more than twenty-four (24) months.

#### **ARTICLE XVII – SENIORITY**

##### **Section 1 – Probationary Employees**

- a.** Employees appointed to regular positions in the unit shall be considered probationary employees for the first 120 calendar days 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, from the effective date of his/her appointment. There shall be no seniority among probationary employees. The probationary period for a newly promoted employee to Class “C” shall be one (1) year, effective with District approval of this Agreement. This provision applies to Class “C” positions. In the event that management determines that a probationary Class “C” custodian is not performing at a satisfactory level, that employee shall have the opportunity to return to his/her former position if he/she is still able to perform in that position.

- b. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article IV of this Agreement except employees discharged and/or disciplined for other than Union activity.

## **Section 2**

Seniority means total accumulated service in this bargaining unit since the most recent date of appointment.

Those employees presently in the bargaining unit at the signing of this contract will not be adversely affected by this Seniority Clause.

## **Section 3 – Seniority of Officers and Stewards**

- a. Stewards or designated representatives who are involved in the Grievance Procedure, shall be retained in their respective shifts and respective location according to their classification.
- b. In the event the classification is eliminated in the said work location and shift and a dispute arises as to where the officers, stewards or designated representatives shall be assigned, the dispute will be resolved in accordance with the Special Conference language of this Agreement. Not more than one (1) steward or Union officer shall be assigned to the same job site or location.
- c. Notwithstanding their actual position on the seniority list, stewards shall, in the event of lay-off of any type, be continued at work as long as there is a job in their group classification which they can perform and after a lay-off shall be recalled to work on the first open job in their group classification which they can perform.
- d. In the event a lay-off is necessary, notwithstanding their actual seniority, the following local union officers, in the order in which their offices are listed below, shall continue to work in their group classification which they can perform and are willing to perform:

**President**

**Vice President**

**Secretary-Treasurer**

**Recording Secretary**

- e. The rights of the above officers to be retained is superior to the rights of stewards set forth in “c” above.
- f. The above-mentioned officers may, upon their request, be assigned to work days unless, as determined by the District, this assignment adversely affects operations wherever such a position exists.
- g. A seniority list as of the date of this Agreement will be supplied the Union. Said list will show the names, locations, and job titles of all employees of the unit entitled to seniority and will be posted in each work area. The District 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 semester.

## **Section 4 – 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 procedure set forth in this Agreement.
- c. He/she is absent for five (5) consecutive working days without notifying the District. The District may consider and make exception to this rule in appropriate cases. After such absence, the District will send written notification by certified mail to the employee at his/her last known address, with a copy to the Union, that he/she has lost his/her seniority; and his/her employment has been terminated. If the disposition made of any case is not satisfactory, the matter shall be referred to the grievance procedure.
- d. If he/she does not return to work when recalled from lay-off as set forth in the recall procedure of this Agreement.
- e. Return from sick leave and leaves of absence will be treated the same as "c" above.
- f. He/she retires under the terms of any retirement program.

#### **ARTICLE XVIII – LAY-OFF AND RECALL**

**A.** The word "lay-off" means a reduction in the working force due to a decrease in work or lack of funds.

**B.** If it becomes necessary for a lay-off, the following procedure will be used:

Probationary employees first; then seniority employees will be laid off according to seniority, as defined in Article XVII and ability to do the remaining work.

**C.** Employees to be laid off will have at least seven (7) calendar days notice of lay-off. The local union president and secretary shall receive a list from the District of the employees being laid off on the same date the notices are issued to the employees.

**D.** When the work force is increased after a lay-off, employees will be recalled according to seniority as defined in Article XVII. Notice of recall shall be sent to the employee at his/her last known address, by registered or certified mail, with a copy to the Union. If an employee failed to report for work within ten (10) working days from date of mailing of notice of recall, he/she shall be considered to have quit. In proper cases, exceptions may be made.

**E.** With respect to items B, C, and D, exceptions may be made in proper cases. Disposition of these cases will be a proper matter for Special Conference; and if not resolved, it shall then be subject to the Appeal District step of the grievance procedure.

**F.** 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 XIX – PERFORMANCE EVALUATION**

The purpose of the Performance Evaluation System is to improve the efficiency of the staff of the Detroit Public Schools. All members of the Organization of Classified Custodians bargaining unit shall participate in the evaluation system.

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 XX – 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 head custodian 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 a principal or site 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:

#### **School Locations**

- The Site Based Management Committee shall interview the five applicants identified by the Department of Human Resource Management and Planning.
- The Site Based Management Committee shall comment on the qualifications of the five applicants and submit them to the principal.
- The principal shall make the final selection.
- Failure on the part of the principal to submit a recommended candidate within thirty (30) days, will result in the Department of Human Resource Management and Planning assigning the most senior candidate from the five applicants presented for interview.

#### **Locations Other Than Schools**

- The Department of Facilities Management and Capital Improvements shall interview the five applicants.
- Failure on the part of the Department of Facilities Management and Capital Improvements to submit a recommended candidate within thirty (30) days, will result in the Department of Human Resource Management and Planning assigning the most senior candidate from the five applicants presented for interview.

### **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.

4. No voluntary transfers shall be permitted unless the current assignment passes inspection by the Department of Facilities Management and Capital Improvements.

### **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.

**D.** If there is any foreseeable movement of work or discontinuance of operation not covered in this Article, the Union shall be notified and such movement or discontinuance shall be discussed with the Union in order to provide for protection of the seniority of the employees involved.

### **E. Class "B" and "C" Custodians**

These positions are to be filled on a temporary basis (10 days or less) by personnel on the promotional register from Assistant to Class "C" and "C" to "B" with priority given to the person in the classified category. In addition, an assigned or volunteer list of Class "C" custodians with non-conflicting hours could be utilized in the absence of adequate personnel in these classifications. The section is also included under Article XXXIII, Supplemental Agreements, Section F. Temporary Assignments and will be considered number 6.

### **F. Temporary Assignments**

A temporary reassignment will be defined as a period of not more than thirty (30) working days. Additional days are to be mutually agreed upon by the Union and the Chief Executive Officer or his/her designee.

## **ARTICLE XXI – HOLIDAY PROVISIONS**

**A.** Ten-month employees will be paid straight time for all unworked hours of their regularly assigned eight (8) hour shift for the following eight (8) holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, classified custodians will work a full day on Veteran's Day. They will be granted a full day off on Christmas Eve, if possible, or at a mutually agreeable time. Christmas Day, New Year's Day, Memorial Day and Good Friday in each year.

**B.** Twelve month employees shall be entitled to nine (9) holidays, which shall include the same holidays referred to above and Independence Day, Christmas Eve (December 24) shall be a paid holiday in lieu of those members of this Bargaining Unit who work on Veterans' Day.

**C.** 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 vacation pay or sick pay, other than personal business.

#### **ARTICLE XXII – VACATIONS AND OFF-DAYS**

**A.** All regular 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. Vacations must be taken during the year earned, or in the following year. All 12-month employees shall accrue vacation credits as follows:

<b>Length of Service</b>	<b>to Exceed</b>	<b>Formula</b>
0 - 1 year	- 5 days	.19 biweekly pay period
1 - 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 principal or his/her designee shall schedule vacations for the custodians assigned to the school building. Vacation accrual benefits shall not be limited where a bargaining unit member's previously scheduled vacation has been canceled by the District. For assignments other than schools with principals, the Department of Facilities Management and Capital Improvements will schedule vacations.

While vacations may be scheduled throughout the year whenever service needs permit, for Seniority and work Schedule co-ordination, Summer Vacation Requests for the months of June, July and August must be made by March 15 and approved no later than 15 (fifteen) days following approval of summer maintenance schedule by the Department of Facilities Management and Capital Improvements. 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 principal or the Chief Executive Officer.

**B.** Vacations will, as far as possible, be granted on the basis of the desires of the employee, seniority, and the efficient operation of the division.

**C.** When a holiday is observed by the District during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

**D.** If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled.



**E.** An employee shall not lose accrued vacation days if he/she is not able to take a vacation during any fiscal year because of an extended illness of twenty-five (25) working days or more in the same fiscal year. During any such illness, the employee shall have the right to request his/her absence be charged to his/her sick bank or to his/her accrued vacation.

**F.** Employees in the bargaining unit with 15 or more years seniority or 200 days in sick bank, who earn vacation days, shall be eligible for bonus vacation days based upon unused sick leave in the following manner:

If at the end of the fiscal year the employee has 14 or more unused sick days, he/she shall receive 4 additional vacation days with pay. If at the end of the fiscal year the employee has 12 or 13 unused sick days, he/she shall receive 3 additional vacation days with pay. If at the end of the fiscal year the employee has 9, 10, or 11 unused sick days, he/she shall receive 2 additional vacation days with pay. All calculations shall be made on June 30 of any fiscal year. All days earned between July 1 and June 30, shall be used only after June 30 of that fiscal year.

### **ARTICLE XXIII – GENERAL LEAVE POLICY**

**A.** The present sick leave, personal business leave, and other leave of absence policies of the District shall be continued as it applies to employees in the bargaining unit. Effective July 1, 1982, twelve-month employees in this unit shall receive sick leave at the rate of 17 days a year, to be earned at the rate of .65 days for each bi-weekly pay period worked, with a limit of 200 days.

The employee shall be allowed two (2) unrestricted personal leave days each year. Maximum annual allowance is seventeen (17) days.

**B. Sick Leave – Borrowing:** A regular employee in the bargaining unit who has exhausted his/her sick bank may, in the case of extended illness, borrow up to 15 or 17 days with a promissory note, whichever is applicable. These days will be deducted at the beginning of the following school year. Any employee who terminates his/her employment, other than because of death, shall repay the school system the amount owed for sick leave days advanced under this policy.

**C. Catastrophe Bank:** When an employee's sick bank has reached the current allowable maximum as set forth in this Agreement, there shall be established a catastrophe bank into which all days over the maximum shall be placed. When an employee has used all days accumulated in his/her bank for an illness/disability extending more than six months, he/she may then draw from the catastrophe bank to the extent he/she has made contribution to said bank. The employer may require medical evidence of the illness/disability.

**D. Sick Bank Incentive Plan:** It is the desire of the parties to design an equitable Sick Bank Incentive Plan that will reduce cost and reward good attendance. A joint Union/District committee shall be established upon the request of either party to construct such a plan. Recommendations from the committee shall be presented to the District for implementation. No changes will be implemented unless it is mutually agreed upon by the parties.



**E.** Leaves of absence without pay may be granted for reasonable periods for the purposes listed below:

1. Illness (with seniority accruing for a period of leave not exceeding two years).
2. Maternity - (See Appendix B - District Maternity Policy).
3. Injury on the job (with seniority accruing for the entire period of leave).
4. Training relating to an employee's regular duties in an approved educational institution. (Seniority shall not accrue during period of leave).
5. Peace Corps Term - (Seniority shall not accrue during period of leave). The employee's return to work shall be governed by existing procedure as set forth in the Administrative Handbook.

**F.** Leaves may be granted at the discretion of the District for reasons other than those listed above when they are deemed beneficial to the District. Such leaves granted, except for maternity leaves, may be extended for periods up to four (4) years.

Probationary employees shall not be eligible for leaves of absence other than military leaves.

**G.** 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, be considered for 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 with accumulated seniority. Such leaves of absence may be renewed upon request of the employee.

**H.** An employee who has filed a Form 4132, Request for Approved Absence, indicating the date of his/her wedding and the period of the leave requested, may charge to sick leave those working days which fall within seven (7) consecutive calendar days including and subsequent to the wedding day. Saturdays, Sundays, and holidays within a seven (7) day period are counted as a part of this limit.

**I.** Veterans who are reinstated as employees in the bargaining unit, in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, and remain in the employ of the District for at least one year after reinstatement, will be eligible to apply for leave of absence without pay for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement. The seniority rights of such employees shall be protected but shall not accrue during the leave of absence.

**J.** Members of this bargaining unit who have been granted Professional Service Leaves shall be eligible, at their own (or Union's) expense, for those fringe benefits generally offered to this bargaining unit. This eligibility shall be conditional to the Agreement of the private carrier when such agreement is necessary.

A member who is on a Professional Service Leave of Absence shall be entitled to return to a position of like status and pay to that he/she left immediately before going on Professional Service Leave, at the expiration of his/her leave, subject to the seniority provisions of this Agreement.

#### **ARTICLE XXIV – 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.

**A.** 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/her home in the household of the employee.

**B.** The working days allowed must be consecutive scheduled working days:

**1.** If employee works on days 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.

**2.** If day of death is a scheduled work day and employee does not work on that day: The days allowed begin with and include the day of death.

**3.** If day of death is not a scheduled work day or occurs during vacation period: 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 XXV – VETERANS**

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

**B.** Any employee who enters into active service in the Armed Forces of the United States who, upon termination of such services, receives a discharge other than dishonorable and is still qualified to perform his/her prior duties with the District, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, provided he/she makes application to return to work within ninety (90) days after date of discharge. Special consideration may be given in the case of continuing hospitalization following discharge.

**C.** A probationary employee who enters the Armed Forces of the United States and meets the foregoing requirements must, upon his/her return, complete his/her probationary period.

**D.** Individuals on the eligibility register who, because they are drafted into the service of the Armed Forces of the United States, are unable to report for assignment when their position is reached, shall upon discharge other than dishonorable and if still qualified for said position, and a position is available, be placed in a position of equal status. Employees, when placed under these conditions, shall be required to serve the probationary period in order to attain seniority status.

**E.** Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay

and their regular pay with the School District when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit; consideration will be given for unusual circumstances.

#### **ARTICLE XXVI – COMMUNICABLE DISEASES**

The sick leave bank of members of this bargaining unit employed in schools shall not be charged for necessary absences up to five (5) days resulting from the following childhood diseases: chickenpox, measles, mumps, diphtheria, whooping cough and impetigo. The statement of a licensed physician shall be required as proof of the cause of such absence.

#### **ARTICLE XXVII – SCHOOL-RELATED ASSAULTS**

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

1. The Report of Industrial Injury shall be filed with the Principal/Appropriate Administrative Unit Head within five (5) business days of the incident giving rise to the claim or no later than five (5) work days after the claimant first sought medical treatment for the claimed injury.

2. The employee must file for Workers' Compensation benefits when eligible, no later than thirty (30) calendar days from the date giving rise to the assault claim.

3. When the employee presents medical documentation that they are unable to return to work then, or for the foreseeable future and are seeking benefits under this article, they will be notified by the School District of the City of Detroit that they must file no later than five (5) business days for MPSERS retirement (regular or disability).

4. When the employee presents medical documentation that they are unable to return to work then, or for the foreseeable future, and are seeking benefits under this article, they will be notified by the School District of the City of Detroit that they must file no later than five (5) business days for Social Security benefits (normal, early or disability).

5. Failure of an employee to apply for such benefits, within the time limits, shall disqualify the employee from receiving further benefits under this section.

6. Failure of an employee to notify the School District of the City of Detroit of the result of applying for these benefits, acceptance or denial, within five (5) business days from the date the result was received by the employee shall also result in immediate disqualification from further receipt of assault pay.

#### **Offset**

If the weekly Workers' Compensation and/or Social Security disability benefits are awarded or paid voluntarily by the employer said amounts shall be deducted from an employee's assault pay.

### **Benefit Termination or Limitation**

1. If retirement is granted through MPSERS (regular or disability), entitlement to assault pay shall terminate even if the employee continues to receive weekly Workers' Compensation benefits.

2. If the employee rejects the report of the specialist and pursues a Workers' Compensation claim any recovery shall be Workers' Compensation benefits only. The employee shall not receive assault pay benefits.

### **ARTICLE XXVIII – RATES OF NEW JOBS**

When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the District shall notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations.

### **ARTICLE XXIX – HEALTH, SAFETY AND SECURITY**

A joint Health, Safety and Security Committee will be established to consist of the local president, the appropriate steward or their designee and two (2) representatives of the District. The committee will meet at mutually agreeable times to take up problems of this nature for the purpose of making recommendations to the Chief Executive Officer.

The District will make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate to that end and encourage the employees, at all times, to perform their assigned tasks in a safe manner.

It is agreed and understood that for safety and security reasons the principal will designate at least one (1) working telephone for use by employees covered by this Agreement who may be required to work after normal and regular school hours.

In situations over which the school district has no control, the Union agrees to cooperate with the school implementing workable solutions.

Any bargaining unit member who becomes aware of a safety hazard within the school building or on the school grounds shall immediately investigate and take necessary action to eliminate the safety hazard. He/she shall immediately inform the principal or his/her designee and, at locations other than schools, the appropriate administrator or his/her designee of the presence of said safety hazard and the action taken to remedy the safety hazard.

The District shall, whenever possible, inform employees prior to utilizing hazardous materials what appropriate protective measures will be instituted.

The District agrees to provide required personal protective equipment, devices and clothing, without cost to employees.

Any grievance arising under this Article may be processed according to Article XIV.

**ARTICLE XXX – POSTING OF UNION NOTICES**

The District shall provide space in each building on a bulletin District which shall be used exclusively by the Union for posting notices pertaining to the conduct of their affairs.

A copy of all such notices will be forwarded to the Chief Executive Officer or his designated representative.

**ARTICLE XXXI – NOTICES TO UNIONS**

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

Copies of all directives affecting employees within the jurisdiction of the Union shall be sent to the Union, including minutes of the official proceedings of the District.

Copies of all personnel actions (promotions, transfers, demotions, lay-offs, discipline or discharge) shall be sent to the employee and the Union.

The District will supply the Union with a list of the names, addresses, file numbers, date of hire and job locations of all employees no later than January 10 of each year.

**ARTICLE XXXII – JURY DUTY**

An employee who is absent because he/she is performing jury duty in a state or federal court shall be paid the difference, if any, between his/her regular salary and remuneration he/she received as a juror for a period not to exceed sixty (60) days in any calendar year.

**ARTICLE XXXIII – SUPPLEMENTAL AGREEMENTS****A. Community Use of Schools**

The present policy regarding the assignment of custodians to a building during periods of outside activity shall be maintained during the term of this Agreement. The principal or his/her assigned designee shall be responsible for the good order of the school and safety of the remaining school personnel who are left in the building due to the continuation of classroom studies when such periods are not covered by the custodians' regular work day.

**Regular school programs are defined as follows:**

- a. Those programs which involve a teacher with pupils in a learning situation during regular school hours.
- b. Programs that do not require any change in the number of hours to accommodate the use of areas or extra clean-up other than that normally done on a daily schedule.
- c. No school building shall be used outside of regular school hours without a permit issued by the Community Use of Schools Office. Those areas which the principal may require for staff meetings, extra-curricular student activities such as the French Club or the school newspaper shall require a "no charge", permit. Sponsors of school dances should have prior discussion with the District custodian to properly establish the areas of responsibility for the conduct of the activity and the permit requirements.

- d. A permit for the use of a school building outside of regular school hours where cleaning shall be necessary to maintain an acceptable environment for regular school usage shall not be issued unless a regular custodial employee is on duty in the building.
- e. All City of Detroit Recreation Department permits shall make a provision for supervision if the individual school administrator indicates this necessity.
- f. The time allowance for all Community Use of Schools activities, for organizations other than regular school programs, shall be as follows:
  - 1) Two units or less - 1/2 hour.
  - 2) Corridors, toilets and stairways - high and middle schools - 1 hour. Elementary Schools - 1 hour.
- g. For any school activity where admission is charged, a permit must be issued for the service of a custodian. The permit shall include custodial supervision and clean-up time when access to other areas of the building is possible during or after the activity. An additional one (1) hours charge shall be made in the event that refreshments are served during any of the above activities.
- h. All Community Use of School rates will be paid at time and one-half of the Class "C" rate for classified custodians. All Community Use permits shall specify the amount of time allocated for custodial service.

#### **B. Promotional Exams**

Changes may be made in the promotional procedures if there is mutual agreement between the District and the Union that more flexibility is needed in the seniority requirements of a specific examination to attract more candidates.

#### **C. Breakfast vs Lunch Program**

A joint Union and District committee will survey all breakfast programs which the District feels are not properly compensated.

The recommendation of the committee will be given to the Superintendent for his recommendation and implementation. The present formula for overtime payments will continue to be maintained until these surveys are completed. A Community Use permit shall indicate the hours allowed. The breakfast overtime shall be reported on Form 397.

#### **Servings**

0 - 100 = 1/2 hour

101 - 340 = 1 hour

341 - 550 = 1-1/2 hours

Each additional 125 servings will add 1/2 hour.

#### **D. Requirements for Determination of Class A Buildings for Custodians:**

- a. 110,000 square feet.
- b. Middle or high school.
- c. Health Education units.
- d. Staff of eight (8) - inclusive of the classified custodians.

If there is a mutual determination between the Union and the District that extensive areas and grounds under the supervision and responsibility of the classified custodian could cause undue maintenance/cleaning problems, this will be an item in the determination of a Class "A" building.

It is mutually recognized that the classified custodian is responsible for the cleaning and maintenance of the work location to which she/he is assigned.

In fulfilling this responsibility, the classified custodian will assist her/his subordinates in whatever manner is necessary.

**E. Requirements for Determination of Class B Buildings for Custodians:**

- a. Minimum of 55,000 square feet.
- b. Staff of four (4) - inclusive of classified custodians.

If there is a mutual determination between the Union and the District that extensive areas and grounds under the supervision and responsibility of the classified custodian could cause undue maintenance/cleaning problems, this will be an item in the determination of a Class "B" Building.

It is mutually recognized that the classified custodian is responsible for the cleaning and maintenance of the work location to which she/he is assigned.

In fulfilling this responsibility, the classified custodian will assist her/his subordinates in whatever manner is necessary.

**F. Requirements for Determination of Class C Buildings for Custodians:**

- a. A building less than a minimum of 55,000 square feet.
- b. Requires the services of a full-time custodian.
- c. Has an administrator assigned to the building.
- d. Must be mutually agreed upon by the Union and Management.

It is mutually recognized that the classified custodian is responsible for the cleaning and maintenance of the work location to which she/he is assigned.

In fulfilling this responsibility, the classified custodian will assist her/his subordinates in whatever manner is necessary.

**G. Temporary Assignments**

**1. Class A (Afternoon Shift)**

The situations where a temporary assignment (10 days or less) must be made, the designated assistant custodian will be assigned for a minimum of two hours.

**2. Class A (Day Shift)**

In situations where a temporary assignment (10 days or less) must be made, the designated building foreperson will be assigned for a minimum of four (4) hours.

### **3. Class B Foreperson**

In situations where a temporary assignment (10 days or less) must be made, the Class A custodian in the same building will be assigned for a minimum of four (4) hours.

### **4. Class B (Afternoon Shift)**

In situations where a temporary assignment (10 days or less) must be made, the designated assistant custodian in the same building will be assigned a minimum of four (4) hours.

### **5. Schools Center Building**

In situations where a temporary assignment (10 days or less) for the Class A custodian must be made, the Class C or B Foreperson of the building will be assigned a minimum of six (6) hours.

In situations where a temporary assignment (10 days or less) for the Class C or Class B custodian must be made, the Class A custodian of the building will be assigned a minimum of four (4) hours. (See page 23, Article XX, Section F for additional language.)

## **H. Building Service Time**

These are jobs which relate to an immediate or emergency custodial work situation which occurs daily and outside the regular work schedule. The use of this time to circumvent the placement of cleaning personnel or absorb added duties, is contrary to the purpose and intent of this Agreement.

## **I. Placement**

In the event that it is mutually determined by both administration and the Union that the transfer or placement of an individual at a school would cause undue stress or harm to his/her person because of outside pressures or actions, a Special Conference will be called with representatives of the Union and administration and the individual involved, at which time an effort will be made to resolve the issue. The Union and employee involved, if in agreement, shall waive Article XX, Transfers and Promotions.

## **J. Joint Administration – Union Training Program**

The present joint Administration - Union Training Program shall continue.

## **K. Building Surveys**

Building surveys which indicate the need for additional staffing or reorganizing personnel hours to cover cleaning areas will be implemented. The request for this survey may be initiated by the building administrator and head custodian jointly.

## **ARTICLE XXXIV – UNION MEMBERSHIP, AGENCY SHOP AND DUES DEDUCTION**

**A.** The District shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount of fees for payment of Union dues and/or fees. Such fees, accompanied by a list of employees from whom they have been deducted, and the amount, shall be forwarded to the Union no later than forty (40) days after the deductions have been made. The Union will notify the District forty (40) days prior to any change in such dues and/or fees.



**B. Agency Shop**

1. All employees employed in the bargaining unit or who become employees in the bargaining unit who are not already members of the Union, shall within sixty (60) days of the effective date of this provision, or within sixty (60) days of the date of hire by the District 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 District, whichever is later, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the District who are members.

2. 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).

3. The District 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).

4. 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.

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

**ARTICLE XXXV – TAILGATE DELIVERIES**

The parties hereby agree that deliveries to schools shall continue to be made in accordance with the usual instructions to vendors by the Purchasing Department.

When materials and supplies are delivered to schools or offices by vendors or common carriers, it will be the responsibility of all building custodial staff, excluding cleaners and locker room attendants to move said cartons weighing up to 50 pounds each from the truck tailgate or sidewalk into the building. Hand trucks will be available at each school for this purpose.

It is recognized that school staff will not be expected to move certain large and heavy items such as machinery, furniture, drums of liquid, etc., in this fashion. It is further recognized that deliveries made by District vehicles will continue to be made in the same manner, i.e., inside the building.

**ARTICLE XXXVI – SUMMER WORK**

The parties agree that regular employees of this bargaining unit shall be given preference with respect to summer assignments and that such assignments shall be made in accordance with seniority provided that requests for summer assignments are received by the Housekeeping Department on or prior to the deadline date when such requests must be submitted.

**ARTICLE XXXVII – SUMMER CLEANING**

Custodians or other Housekeeping personnel assigned to the daily cleaning of spaces used by programs in school buildings during the summer period will be given a general guideline of their areas of responsibility.

Staffing for summer cleaning, (that period of time which totals six (6) weeks prior to school opening) will be the same number of persons assigned during the regular school year.

Problems that may arise as a result of the implementation of the above provisions will be subject to an immediate Special Conference.

**ARTICLE XXXVIII – LAWN CARE**

**A.** Lawn care is a part of the work assignment of each custodian during regular work hours.

**B.** If such work is assigned, mechanical equipment will be provided for the mowing of lawns.

**C.** Should the problem arise concerning the necessity of motorized equipment for lawn care, the Union may request a Special Conference on the matter. A decision by the District shall be provided with appropriate rationale for whatever action is determined.

**ARTICLE XXXIX – SNOW REMOVAL**

**A.** The removal of snow is a part of the work assignment of each custodian during regular work hours.

**B.** If such work is assigned, equipment will be provided to remove snow from the building site walks.

**C.** Custodians will not be responsible for the removal of snow from parking lots.

**ARTICLE XL – SNOW EMERGENCY DAY OR DAYS ONLY**

In the event a snow emergency day or half-day is declared by the Chief Executive Officer or his designee, classified custodians will be expected to report to their assigned locations.

Double time will be paid to all classified custodians who work on the above-referred to date. The payment of double time to classified custodians who report and work on a snow emergency day will constitute full payment for work on such day/days.

**ARTICLE XLI – COPY OF AGREEMENT**

The District will provide a mimeographed copy of this Agreement for each employee in the unit.

**ARTICLE XLII – WAGES**

**A. 1.** Effective January 4, 2000, bargaining unit members, shall receive a base wage increase of two percent (2%) wage increase.

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

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

4. Effective January 1, 2003, all bargaining unit members shall receive a base wage increase of two percent (2%) wage increase.

**B.** Effective the first full pay period in January, 1985, wages for members on the afternoon shift shall be increased thirty-five cents (.35) per hour. This differential is to be paid only during the period employees are assigned those hours.

Those employees presently authorized for one-half hour overtime shall continue their schedule while receiving this payment as their differential and are not eligible for the additional (.35).

New employees assigned to these positions (one half hour overtime) shall receive the .35 differential and not qualify for the one half hour.

**C. Overtime:** Over forty (40) hours in any single work week - time and one-half, Saturday - time and one-half, Sunday - double time, holidays - double time.

**D.** The parties agree to establish a joint committee with AFSCME, Council 25, Local 345 for the purpose of resolving the issue of equalizing overtime when substitutes are not available. An agreement on this issue will result in the deletion of Article XLVIII, Sections D, E, and F on pages 44-46 and Article XLVI on pages 39 and 40 in the January 4, 1981 - January 3, 1984 Agreement which outlines procedures for the assignment of overtime under the mentioned condition.

#### **E. Salary Schedules**

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

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

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

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

under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences under the School District of the City of Detroit Attendance Standard; and (10) earned vacation days.

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

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

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 XLIII – LONGEVITY**

Effective January 4, 1987, all bargaining unit members who, as of June 30 in any year, have completed fifteen (15) or more years of service as full-time employees of the Detroit School System (and are on the payroll November 1) shall receive \$250 added pay. 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.

#### **ARTICLE XLIV – HOSPITALIZATION, DENTAL AND OPTICAL INSURANCE**

Effective October 6, 1981, bargaining unit members are entitled to select coverage for themselves and their dependents under both health insurance, including a \$2.00 co-pay drug rider, and dental insurance. An employee may elect to apply for the health subsidy for himself/herself and dependents to coverage under Blue Cross-Blue Shield of Michigan, Health Alliance Plan or HMO of Michigan. The subsidy shall not exceed the cost of the Blue Cross-Blue Shield of Michigan Program.

##### **Dental Insurance**

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

##### **Optical Insurance**

Effective September 1, 1987, the District shall provide full family optical coverage for all bargaining unit members. The District shall select the carrier(s).

##### **Hospitalization**

All non-emergency hospital admissions will be pre-authorized by the health care administrator. Length of stay will also be pre-determined and monitored for those hospital admissions that are approved. Hospital stay can be extended where medically necessary.

Employees must apply for coverage within sixty (60) days of initial employment or during open enrollment periods.

### **Health Care**

Effective open enrollment, 1995 the current HMO Plan offerings will be amended as follows:

- 1) Total and the Wellness Plan will no longer be offered.
- 2) The Blue Cross/Blue Shield Traditional Plan will remain unchanged except as noted below in #7.
- 3) The HAP Plan will be amended to become the Health Choice PPA Plan with no reduction in benefits with an out of network benefit.
- 4) OmniCare will be amended to the OmniPlus (POS) with no reduction in benefits with an out of network benefit.
- 5) Blue Care Network will be amended to the Blue Cross/Blue Shield POS plan with no reduction in benefits with an out of network benefit.
- 6) Blue Cross/Blue Shield PPO as proposed.
- 7) The cost of mammograms, papsmears and prostate screening will be paid for all members regardless of the insurance coverage that is selected by the members.

### **Opt-Out**

Employees who are covered by a health care plan offered by an employer other than the District and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the District may, each enrollment year, at the time of the enrollment period, opt out from the District coverage and for said enrollment year receive a \$900 payment for the District as payment in full. Once an employee opts out for a given year, the employee will not be able to receive the District's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternate coverage. If the employee returns to the District's coverage under the conditions just stated, the employee shall pay back pro rata the said \$900 payment provided herein. The \$900 will be paid for each enrollment year that the employee elects to opt out under this provision.

Effective open enrollment, 1995 the opt-out payment will be increased from \$900 to \$1,200.

### **ARTICLE XLV – LIFE INSURANCE**

Effective October 1, 1981, the amount of life insurance granted to bargaining unit members shall be \$15,000.

Effective January 4, 1985, the life insurance program for employees retiring after January 4, 1985, shall be increased from the present \$350 policy to a \$1,000 policy.

Effective January 4, 1987, employees retiring from the District shall be provided \$2,000 life insurance.

### **ARTICLE XLVI – RETIREMENT**

Effective July 1, 1977, the District shall make a 5% contribution to the Michigan Public School Employees Retirement System for members of this bargaining unit.

Upon retirement with a retirement allowance in accordance with the qualifications established by the Michigan Public School Employees Retirement System, an employee will be paid an amount not to exceed one-half his/her unused sick leave days, with a maximum allowance of 35 days pay.

#### **ARTICLE XLVII – ELECTION DAY PROCEDURES**

Effective October 4, 1979, the new Agreement between the Housekeeping Section and the Election Commission representatives will govern services performed by the District employees.

All overtime performed by the custodians will be paid at their Community Use rate. The overtime must be worked in addition to the custodians' regular work hours.

Custodians must open the building at 6:00 a.m. and raise the flag. All Election Commission employees must be admitted into the building when they arrive. The custodians will provide assistance to the Election Commission employees.

Time allowance for set up and take down:

**Set Up:** One half (1/2) hour each for two (2) persons, total one (1) hour per precinct - move voting cabinet into room, set up tables and chairs.

**Take Down:** One half (1/2) hour each for two (2) persons, total one (1) hour per precinct - remove voting cabinet, tables and chairs from room. This includes the clean-up time and arranging the classroom.

The person in charge of the Election Commission group in the building must countersign the Form 397 before leaving the building.

#### **Election Day Services:**

The custodians will service the needs of the Election Commission from 6:00 a.m. The custodians will, after the regular assigned hours are completed, continue to service the Election Commission and provide security for the building, until the Election Commission employees leave the building.

#### **Set Up The Rooms:**

The night before the election, the custodians will set up the rooms by moving the voting cabinets, set up tables, chairs and waste baskets.

#### **Absent On Election Day:**

If the custodian for any reason does not intend to work the election activity in his/her school, he/she should notify in advance, the Housekeeping Office. The Housekeeping Office will assign a custodian to the building.

#### **ARTICLE XLVIII – MISCELLANEOUS**

##### **A. Building Inspection and Maintenance Requests**

The existing procedures which deal with the Monthly Inspection Report, Form 7298, dated 8/73 and Maintenance Request Directive File 0066, dated 4-29-71 will continue to be in effect.

**B. Mileage**

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

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

**C. Outline of Promotional Procedure for Classified Custodians****1. Notification of Employees**

Announcement of all custodian promotional examinations shall be by notices sent to all schools. One copy shall be for the principal and office bulletin board and one copy for the classified custodians in each school. Notices shall also appear in the District's official publication. All announcements shall be released at least 30 days prior to the examination and shall show the final date for filing as well as the date of the written examination. Candidates will apply directly to the Non-Instructional Personnel Department in writing.

**2. Promotional Procedures – Promotional Register**

- a. Promotional examinations shall be given a minimum of at least twice a year or as needed to maintain the register for filling promotional vacancies in each classification. The Housekeeping Department will alert the Personnel Office when there is an indication that more personnel will be needed to avoid depletion of the promotional register.
- b. The Personnel Department shall maintain a complete and accurate record of all promotional registers.

3. When a school building is reclassified upward, it shall become a vacancy for the higher classification, and shall be considered a newly-created position.

4. The minimum number of years of service required to take the examination for promotion will be decided in a consultation between the Personnel Department, the Housekeeping Department and OCC. Each announcement of a promotional procedure will state the minimum years of service required.

**D. Substitutes**

If a custodial employee is absent, a substitute will be provided, upon request, in accordance with the procedures established by the Department of Facilities Management and Capital Improvements.

**E. Current Substitutes or Overtime Procedure**

The Department of Facilities Management and Capital Improvements will establish and provide units of work for the purpose of defining areas to be cleaned in each building.

In keeping with this, overtime will take into consideration the units of work established for the building.

The head custodian is held responsible for keeping an up-to-date record of the amount of overtime offered to each employee assigned to the building and of the amount worked by each. He/she is also held responsible for having such a record available for review at all times. The record shall show that all authorized overtime has been divided as equally as possible between all regular custodial employees assigned to the building. When



no custodial employee assigned to the building is available to work authorized overtime, an effort will be made by the Housekeeping Office to locate a custodial employee from another building to take the overtime.

In all situations, the head custodian is held responsible for using the personnel available to him/her to the best advantage in terms of overall building sanitation. He/she is authorized and expected to use employees as needed in the building regardless of work schedules. No employee is to refuse to comply with a work assignment in any part of a building within his/her assigned working hours.

The provisions of Paragraph "E" are subject to, and superseded by Article XLVII, page 52 to the extent the two are inconsistent. Employees who are granted overtime under this provision in the Agreement must actually perform the work during the time allotted. The overtime cannot be worked contemporaneously with the regular assigned work hours. It will be worked before and/or after the regular work shift.

#### **F. Equalization of Overtime**

The parties agree that overtime hours shall be divided as equally as possible among all employees in the bargaining unit by classification within a building. Any employee who feels that such overtime has not been divided equally shall have the right to check the overtime record which shall be kept and posted by the person who is normally responsible for assigning overtime hours.

Whenever overtime is required, the employee with the least number of overtime hours in that classification shall be offered such overtime. If such employee refuses the overtime assignment, the next employee with the least number of overtime hours shall be offered the overtime assignment and so on. Where overtime is not worked because the employee was unavailable or he/she refused, the employee will be charged the average number of overtime hours of the employees working such overtime.

Overtime hours allocated by classification which are refused by employees in that classification may be worked by employees in other classifications, provided that such other employee has the ability to perform the work.

#### **G. General Duties and Responsibilities**

In addition to the supervision of the custodial staff, all Class A Custodians will have duties, which may include a responsibility for light cleaning, as determined by the principal or his/her designee and, at Detroit Public Schools facilities other than schools, the appropriate administrator or his/her designee.

All other unit members will have work and supervisory assignments as determined by the principal or his/her designee and, at Detroit Public Schools other than schools, the appropriate administrator or his/her designee.

#### **ARTICLE XLIX – ADDITIONAL LOCKER ROOM SERVICE**

In the event that situations arise within a school which require use (swimming, etc.) of the locker room outside of regular school hours, the head custodian will be notified of the nature and extent of the activity by the principal or his/her designee. Upon notification by the principal or



his/her designee that an activity has been scheduled and a community use permit request has been filed, custodial personnel shall be assigned by the head custodian for such activity.

#### **ARTICLE L GENERAL**

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

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

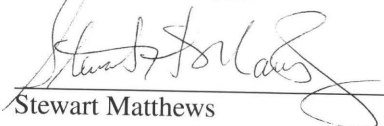
This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the District, the Union, and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to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

#### **ARTICLE LI – CHANGE AND TERMINATION**

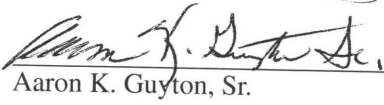
This Agreement shall remain in full force and effect through December 31, 2003, and, thereafter, shall be renewed from year to year unless any party hereto shall notify the other party in writing at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or terminate this Agreement. However, it may be continued on a day-to-day basis by mutual agreement by both parties. Such written notice shall be sent by registered or certified mail to the other parties. In the event of proper notice by either party to change and/or terminate, and no agreement on such changes is reached prior to 11:59 p.m., December 31, 2003, this Agreement shall be deemed to have terminated at 11:59 p.m., December 31, 2003.

**FOR THE UNION:**

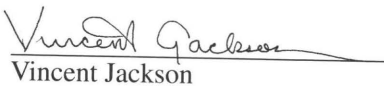
**FOR THE BOARD:**

  
Stewart Matthews

  
Charles L. Wells III

  
Aaron K. Guyton, Sr.

  
Rick Sale

  
Vincent Jackson

  
Lydia M. G. Barlow

Date: March 3, 2000

Date: March 3, 2000

APPROVED: David Adamany,  
Chief Executive Officer

Date: March 8, 2000

**APPENDIX "A"**  
**DETROIT PUBLIC SCHOOLS**  
**OCC – Organization of Classified Custodians Salary Grade Rates**  
**Effective January 4, 2000 thru December 31, 2003**

Salary Plan	Grade	Description			1999-2000	1999-2000
			Min./Hour	Max./Hour	Min. Hrly. Rate Effective 1/4/2000	Max. Hrly. Rate Effective 1/4/2000
W	001	3410, 8550 Class A Custodian	17.864100	17.936100	18.221382	18.293382
W	002	3430, 8510 Class B Custodian	15.809300	15.881300	16.125486	16.197486
W	003	3450, Class B Heat & Portable Custodian	16.097000	16.168900	16.413286	16.485286
W	004	3440, 8530 Class B & Portable Custodian	15.953100	16.025100	16.269386	16.341386
W	005	3470, 8470 Class C Custodian	13.990100	14.062100	14.269902	14.341902
W	006	3490, 8500 Class C Heat & Portable Custodian	14.277800	14.349800	14.557702	14.629702
W	007	3460, 8480 Class C & Heat Custodian	14.134000	14.206000	16.413286	16.485286
W	007	3480, 8480 Class C & Portable Custodian	14.134000	14.206000	14.413802	14.485802
W	008	8100 – Class Custodian Breakfast Program	20.985100	24.145500	21.404853	24.619929
W	009	8490 – Afternoon Shift Class Custodian	0.350000	0.350000	0.350000	0.350000

**APPENDIX "A"**  
**DETROIT PUBLIC SCHOOLS**  
**OCC – Organization of Classified Custodians Salary Grade Rates**  
**Effective January 4, 2000 thru December 31, 2003**

Salary Plan	Grade	Description	2000-2001 Min. Hrly. Rate Effective 1/1/2001	2000-2001 Max. Hrly. Rate Effective 1/1/2001	2001-2002 Min. Hrly. Rate Effective 1/1/2002	2001-2002 Max. Hrly. Rate Effective 1/1/2002
W	001	3410, 8550 Class A Custodian	18.585810	18.657810	18.957526	19.029526
W	002	3430, 8510 Class B Custodian	16.447996	16.519996	16.776956	16.848956
W	003	3450, Class B Heat & Portable Custodian	16.735796	16.807796	17.064756	17.136756
W	004	3440, 8530 Class B & Portable Custodian	16.591896	16.663896	16.920856	16.992856
W	005	3470, 8470 Class C Custodian	14.555300	14.627300	14.846406	14.918406
W	006	3490, 8500 Class C Heat & Portable Custodian	14.843100	14.915100	15.134206	15.206206
W	007	3460, 8480 Class C & Heat Custodian	16.735796	16.807796	17.064756	17.136756
W	007	3480, 8480 Class C & Portable Custodian	14.699200	14.771200	14.990306	15.062306
W	008	8100 – Class Custodian Breakfast Program	21.832950	25.103694	22.269609	25.597134
W	009	8490 – Afternoon Shift Class Custodian	0.350000	0.350000	0.350000	0.350000

**APPENDIX "A"**  
**DETROIT PUBLIC SCHOOLS**  
**OCC – Organization of Classified Custodians Salary Grade Rates**  
**Effective January 4, 2000 thru December 31, 2003**

Salary Plan	Grade	Description	2002-2003 Min. Hrly. Rate Effective 1/1/2003	2002-2003 Max. Hrly. Rate Effective 1/1/2003
W	001	3410, 8550 Class A Custodian	19.336677	19.408677
W	002	3430, 8510 Class B Custodian	17.112495	17.184495
W	003	3450, Class B Heat & Portable Custodian	17.400295	17.472295
W	004	3440, 8530 Class B & Portable Custodian	17.256395	17.328395
W	005	3470, 8470 Class C Custodian	15.143334	15.215334
W	006	3490, 8500 Class C Heat & Portable Custodian	15.431134	15.503134
W	007	3460, 8480 Class C & Heat Custodian	17.400295	17.472295
W	007	3480, 8480 Class C & Portable Custodian	15.287234	15.359234
W	008	8100 – Class Custodian Breakfast Program	22.715001	26.208443
W	009	8490 – Afternoon Shift Class Custodian	0.350000	0.350000

**APPENDIX "A"**  
**DETROIT PUBLIC SCHOOLS**  
**OCC – Organization of Classified Custodians Salary Grade Rates**  
**Effective January 4, 2000 thru December 31, 2003**

Salary Plan	Grade	Description	Step	Hourly Rate	1999-2000 Hourly Rate Effective 1/4/2000	2000-2001 Hourly Rate Effective 1/1/2001	2001-2002 Hourly Rate Effective 1/1/2002	2002-2003 Hourly Rate Effective 1/1/2003
W	001	3410, 8550 Class A Custodian	1	17.864100	18.221382	18.585810	18.957526	19.336677
W	001	3410, 8550 Class A Custodian	2	17.936100	18.293382	18.657810	19.029526	19.408677
W	002	3430, 8510 Class B Custodian	1	15.809300	16.125486	16.447996	16.776956	17.112495
W	002	3430, 8510 Class B Custodian	2	15.881300	16.197486	16.519996	16.848956	17.184495
W	003	3450 Class B Heat & Portable Custodian	1	16.097000	16.413286	16.735796	17.064756	17.400295
W	003	3450 Class B Heat & Portable Custodian	2	16.168900	16.485286	16.807796	17.136756	17.472295
W	004	3440, 8530 Class B & Portable Custodian	1	15.953100	16.269386	16.591896	16.920856	17.256395
W	004	3440, 8530 Class B & Portable Custodian	2	16.025100	16.341386	16.663896	16.992856	17.328395
W	005	3470, 8470 Class C Custodian	1	13.990100	14.269902	14.555300	14.846406	15.143334
W	005	3470, 8470 Class C Custodian	2	14.062100	14.341902	14.627300	14.918406	15.215334
W	006	3490, 8500 Class C Heat & Portable Custodian	1	14.277800	14.557702	14.843100	15.134206	15.431134
W	006	3490, 8500 Class C Heat & Portable Custodian	2	14.349800	14.629702	14.915100	15.206206	15.503134
W	007	3460, 8480 Class C & Heat Custodian	1	14.134000	14.413802	14.699200	14.990306	15.287234
W	007	3460, 8480 Class C & Heat Custodian	2	14.206000	14.485802	14.771200	15.062306	15.359234
W	007	3480, 8480 Class C & Portable Custodian	1	14.134000	14.701602	14.987000	15.278106	15.575034
W	007	3480, 8480 Class C & Portable Custodian	2	14.206000	14.773602	15.059000	15.350106	15.647034

**APPENDIX "B"****STATEMENT OF POLICY**

The intent of this Statement of Policy is to establish personnel practices and conditions concerning maternity.

Absences from work which are associated with pregnancy, childbirth, and childcare shall be subject to the respective regular District provisions as applicable, for approved illness absence, Leave of Absence for Illness (without pay because sick bank is exhausted), approved absence without pay, or Leave of Absence for Personal Business (except as specifically otherwise provided in this 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 discretion of the District, after 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 instruction, 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 not later than the end of the fourth month of pregnancy.

3. An employee may continue work in her current assignment provided that the employee shall submit statements from her personal physician which shall certify the anticipated date of delivery; and that she is able to work in her current assignment (the District shall develop such a physician's certificate form); 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 Office of Medical Screening that the employee is unable to work.

2. During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick leave bank subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the Office of Medical Screening.

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 a disability absence to an approved absence without pay except that an employee may make such request within the four (4) weeks preceding the end of a semester.

**C. REQUIREMENTS FOR LEAVE OF ABSENCE FOR PERSONAL BUSINESS WITHOUT PAY:**

An employee may be granted a 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 the new born 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 Office of Medical Screening.

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.

4. An employee not able to return to work following **five (5) consecutive work days** of absence must present Form 431, Return to Employment: Physician's Certificate, completed by his/her own physician before returning to his/her Assignment, and may be required to have a medical examination by the Office of Medical Screening.

5. After **five (5)** consecutive work days 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.

Any delay in scheduling an appointment that is not the employees fault will not result in any more sick days being charged to the employee. The employee will be paid at his/her regular rate of daily pay.

**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 Office of Medical Screening is binding except that if an employee is not satisfied with the decision of the Office of Medical Screening as to her ability or disability for work, the employee may appeal the decision under the following conditions:

The Office of Medical Screening shall provide a list of at least three (3) appropriate specialists.

The employee shall consult any one of those designated at her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work.



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

**F. APPEAL TO MEDICAL OFFICE DECISION:**

The decision of the Medical Office in this Article is binding except that if an employee is not satisfied with the decision of the District Medical Office, as to his/her ability or inability to work, the employee must appeal the decision of the Medical Office 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 Office of Medical Screening shall select the appropriate specialist.

**APPENDIX "C"**

February 27, 1990

Mr. Theodore Jackson, President  
Organization of Classified Custodians  
BASEMENT — S.C.B.  
5057 Woodward Avenue  
Detroit, Michigan 48202

Dear Mr. Jackson:

Supplementing our Collective Bargaining Agreement reached February 27, 1990, the parties agree as follows:

Should the District declare any day as an official non-work day for all employees of the District, said declaration shall apply to the employees in this bargaining unit. (i.e., May 31, 1968)

Very truly yours,

George Kimbrough  
Executive Director  
Office of Labor Affairs

February 27, 1990

Mr. Theodore Jackson, President  
Organization of Classified Custodians  
BASEMENT — S.C.B.  
5057 Woodward Avenue  
Detroit, Michigan 48202

Dear Mr. Jackson:

Supplementing our Collective Bargaining Agreement reached February 27, 1990, the parties agree as follows:

The right of contracting or sub-contracting is the right of the District. However, the right to contract or sub-contract shall not be used by the District for the purpose of undermining the Union, nor to discriminate against any of its employees by means of lay-off of any regularly appointed employee with seniority in the bargaining unit, while at the same time entering into any contracts or sub-contracts of work which has previously been performed exclusively by employees in the bargaining unit.

Very truly yours,

George Kimbrough  
Executive Director  
Office of Labor Affairs

**LETTER OF UNDERSTANDING**

The parties agree that the implementation of Article XV - **Computation of Back Wages and Overpayments**, B. in the January 1, 1990 - January 3, 1993 Agreement in no way precludes the District from taking the necessary action against an employee who may obtain wages or other monies to which he/she is not entitled through fraudulent means, nor does the signing of this letter by the Union preclude the Union's right to grieve against such actions.

Article XV, B. reads thusly:

"In the event an employee in this bargaining unit receives wages or other monies to which he/she is not entitled and which are payments or overpayments of such wages or monies, the District agrees that except in unusual circumstances, it shall make arrangements with the employee for repayment to the District in a manner which will minimize unusual hardship to such employee. The parties recognize that it shall be the continued responsibility of the employee to immediately notify the District upon discovery of such payment or overpayment in order that the District may promptly rectify the discrepancy.

Repayment by an employee of any overpayment to the employee shall be made over a period of not more than twenty-four (24) months."

**FOR THE UNION:**

Theodore Jackson  
Victor Maletta

**FOR THE BOARD:**

George Kimbrough  
Dennis J. Makulski

February 27, 1990

Mr. Theodore Jackson, President  
 Organization of Classified Custodians  
 BASEMENT — S.C.B.  
 5057 Woodward Avenue  
 Detroit, Michigan 48202

Dear Mr. Jackson:

Supplementing our Collective Bargaining Agreement reached February 27, 1990, the parties agree as follows:

Cass, Cody, Cooley, Ford, Northwestern, Redford, Osborn and Finney will have a Class "C" foreman assigned effective July 1, 1990.

<b>CAMPUS COMPLEX SCHOOLS</b>	<b>CUSTODIAL ASSIGNMENT</b>
TAPEC - East Side Development	Class C
Area E Magnet - Butzel	Class A
VanZile - Farwell	Class A
Hampton Elem./Hampton Middle	Class A
Central-Roosevelt -Central"A"/Roosevelt	Class C
Northern High - Northern Annex	Class A
Murray-Hancock Primary - Murray "A"/Hancock	Class C
Poe - Edmonson	Class B
West Side Development - Clippert	Class B
Special Conference to be held at the Management Academy.	

Sincerely,

George Kimbrough  
 Executive Director  
 Office of Labor Affairs

February 27, 1990

Mr. Theodore Jackson, President  
Organization of Classified Custodians  
BASEMENT — S.C.B.  
5057 Woodward Avenue  
Detroit, Michigan 48202

Dear Mr. Jackson:

Supplementing our Collective Bargaining Agreement reached February 27, 1990, the parties agree as follows:

Substitutes or overtime will be provided for OCC and Local 345 personnel on the first day of absence beginning February 1, 1990.

Sincerely,

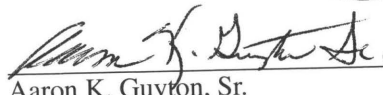
George Kimbrough  
Executive Director  
Office of Labor Affairs

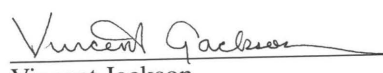
**LETTER OF UNDERSTANDING**

The District and the Union agree to meet and make recommendations regarding in-service and/or training program for members of the bargaining unit.

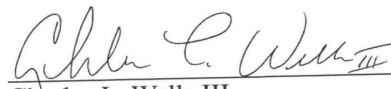
**FOR THE UNION:**


  
Stewart Matthews

  
Aaron K. Guyton, Sr.

  
Vincent Jackson

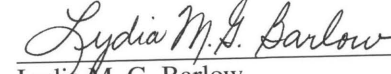
**FOR THE BOARD:**

  
Charles L. Wells III

  
Henry L. Williams

  
Dennis J. Makulski

  
Rick Sale

  
Lydia M. G. Barlow

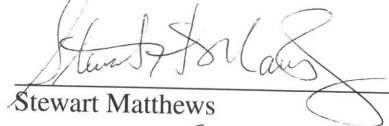
Date: March 5, 1999

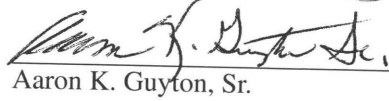
Date: April 13, 1999

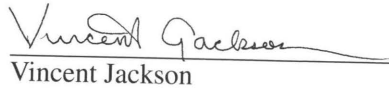
**LETTER OF AGREEMENT**

The parties agree to create a Joint Sick Leave Committee to study and make recommendations, subject to ratification by the parties, to reduce overall sick leave utilization. The Committee shall be composed of representatives of the OCC and the Detroit Public Schools Office of Labor Affairs.

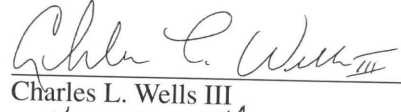
**FOR THE UNION:**

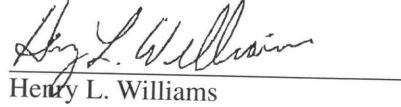
  
Stewart Matthews

  
Aaron K. Guyton, Sr.

  
Vincent Jackson

**FOR THE BOARD:**

  
Charles L. Wells III

  
Henry L. Williams

  
Dennis J. Makulski

  
Rick Sale

  
Lydia M. G. Barlow

Date: March 5, 1999

Date: April 13, 1999



**Letter of Understanding**  
**between**  
**The School District of the City of Detroit**  
**and**  
**The Organization of Classified Custodians**

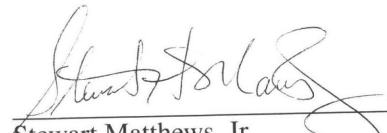
By their representatives' signatures below, the parties agree to review all health care benefits currently offered to the unit members.

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

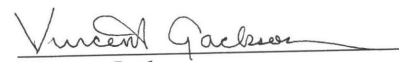
If the signatories cannot agree on the specified benefits, each party will present its proposal to a third party arbitrator who will be limited to the selection of the Union proposal or the District proposal.

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

**For the Union:**

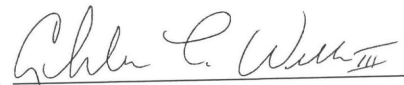
  
 Stewart Matthews, Jr.

  
 Aaron K. Guyton, Sr.

  
 Vincent Jackson

Date: March 3, 2000

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

  
 Charles L. Wells III

  
 Rick Sale

Date: March 3, 2000

**Letter of Understanding**  
**between**  
**The School District of the City of Detroit**  
**and**  
**The Organization of Classified Custodians**

**Disciplinary Action Because of Absenteeism**

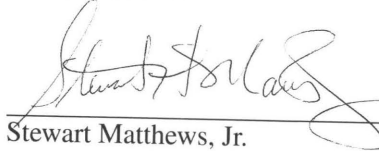
By their signatures below, the parties' representatives agree with the statement captioned below.

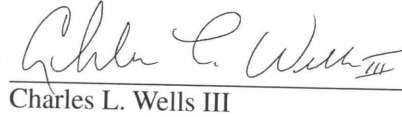
The intent of this statement is to clarify existing contractual language and personnel practices, and is not intended to alter existing contract language or practices.

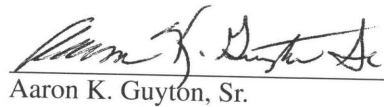
**"The parties agree that the District may implement a schedule of discipline based upon suspected abuse of sick bank by any unit member subject to the just cause provision." (Subject to Article XV of this Agreement)**

**For the Union:**

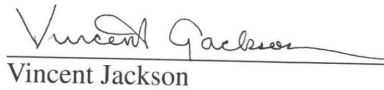
**For the School District of the City of Detroit:**

  
 Stewart Matthews, Jr.

  
 Charles L. Wells III

  
 Aaron K. Guyton, Sr.

  
 Rick Sale

  
 Vincent Jackson

Date: March 3, 2000

Date: March 3, 2000

**Letter of Understanding**  
**between**  
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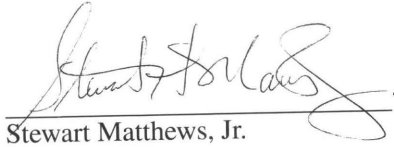
By their representatives' signatures below, the parties herein make a commitment to the principles of Redesigning Low Performing Schools.

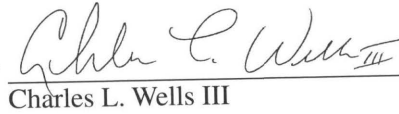
A joint committee shall be formed by a date certain to discuss the implementation of Redesigning Low Performing Schools.

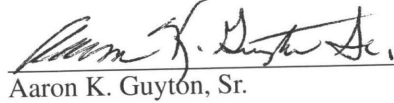
All agreements reached by the parties will be effective from that date.

**For the Union:**

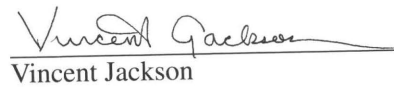
**For the School District of the  
City of Detroit:**

  
Stewart Matthews, Jr.

  
Charles L. Wells III

  
Aaron K. Guyton, Sr.

  
Rick Sale

  
Vincent Jackson

Date: March 3, 2000

Date: March 3, 2000

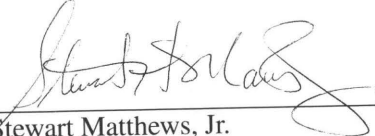
**Letter of Understanding**  
**between**  
**The School District of the City of Detroit**  
**and**  
**The Organization of Classified Custodians**

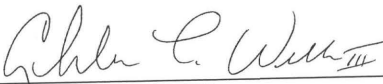
Pursuant to the Collective Bargaining Agreement between the School District of the City of Detroit and the Organization of Classified Custodians, the School District of the City of Detroit and the Union agree as follows:

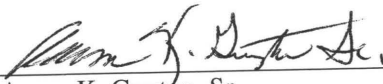
1. In light of the extraordinary circumstances occasioned by section 1280 of the revised School Code, MCLA 380.1280, relating to accreditation of schools by the Department of Education ("Department"), after: (a) a school has been declared unaccredited by the Department for two consecutive years, or (b) a school fails to meet district performance indices and attendance targets for two (2) consecutive years (c) reasonable supplemental services and programs have been provided by the school district to the school, its students, their parents and the school staff, and (d) consideration of other reasonable alternatives, the Chief Executive Officer may close the school and declare all positions vacant.
2. Positions in the reconstituted school shall be filled according to regular procedures for filling vacancies. Bargaining unit personnel from the closed school may apply for positions in the reconstituted school.
3. Unit members from the closed school shall be given priority to interview for vacancies at the schools designated on their transfer request form, which may include the reconstituted school, consistent with their classification.
4. Involuntary transfer pursuant to this section is not disciplinary. Nothing shall be placed in a unit member's official personnel file indicating the unit member was involuntarily transferred from a school under the provisions of this agreement. For all purposes under the collective bargaining agreement such as involuntary transfers will be regarded as "administrative transfers."
5. Assignment of unit members to the reopened or "reconstituted" closed school shall be voluntary transfer only.
6. If a classified custodian leaves a reconstituted school (1) is not rehired in that school, and (2) applies to transfer to another school(s) or Detroit Public Schools facility but is not selected for transfer, they shall be laid off. (Subject to Article XVIII of this Agreement)

**For the Union:**


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

  
Stewart Matthews, Jr.

  
Charles L. Wells III

  
Aaron K. Guyton, Sr.

  
Rick Sale

  
Vincent Jackson

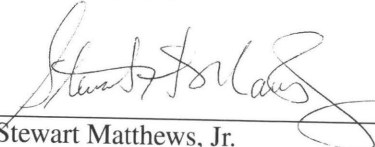
Date: March 3, 2000

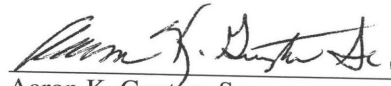
Date: March 3, 2000


**Letter of Understanding**  
**between**  
**The School District of the City of Detroit**  
**and**  
**The Organization of Classified Custodians**

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

**For the Union:**

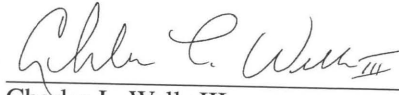
  
Stewart Matthews, Jr.

  
Aaron K. Guyton, Sr.

  
Vincent Jackson

Date: March 3, 2000

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

  
Charles L. Wells III

  
Rick Sale

Date: March 3, 2000

**Letter of Understanding**  
**between**  
**The School District of the City of Detroit**  
**and**  
**The Organization of Classified Custodians**

The parties are committed to use a Staffing Committee comprised of two members appointed by the Chief Operation Officer and two members appointed by the Union to make recommendations on staffing matters to the Chief Operation Officer or his/her successor. Following this mutual recommendation, the Chief Operation Officer will review the recommendation and decide to accept or reject.

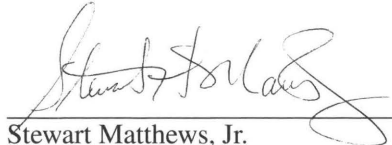
Where no agreement can be reached in the Staffing Committee, the matter will be referred to the Chief Operation Officer. Both parties, Union and Management, will present their side of the issue to the Chief Operation Officer. The Chief Operation Officer will decide whether or not to move forward with either recommendation.

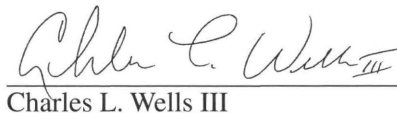
**Exceptions**

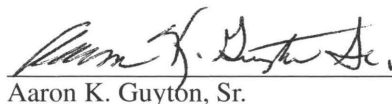
Both the District and Union recognize that there may be exceptions to the classifications. Such exceptions will be identified by Management or the Union and referred to the Staffing Committee for determination.

**For the Union:**

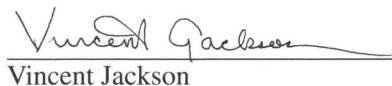
**For the School District of the City of Detroit:**

  
 Stewart Matthews, Jr.

  
 Charles L. Wells III

  
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 Vincent Jackson

Date: March 3, 2000

Date: March 3, 2000

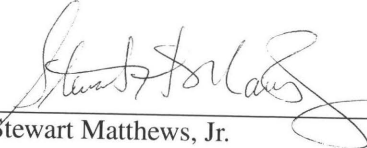
**Letter of Understanding**  
**between**  
**The School District of the City of Detroit**  
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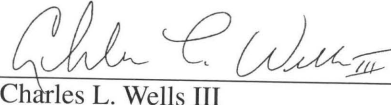
The parties agree to form a joint committee (no more than 3 representatives from each side) to discuss the implementation of a training program which will be given to all Union members.

This joint committee shall first meet no later than thirty (30) days after the ratification of the successor collective bargaining Agreement.

**For the Union:**

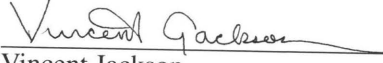
**For the School District of the City of Detroit:**

  
 Stewart Matthews, Jr.

  
 Charles L. Wells III

  
 Aaron K. Guyton, Sr.

  
 Rick Sale

  
 Vincent Jackson

Date: March 3, 2000

Date: March 3, 2000



**Letter of Understanding**  
**between**  
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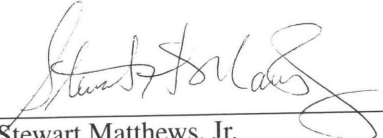
By their representatives' signatures below, the parties agree to the following.

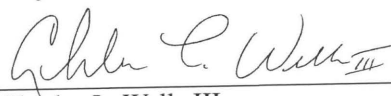
In the event that there is a significant layoff of unit members within the life of the current collective bargaining Agreement, the parties will meet to discuss a severance package for laid off unit members.

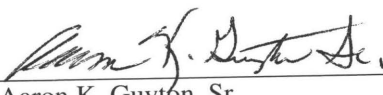
In such an eventuality, the parties will meet at least thirty (30) days prior to the effective date of the layoff.

**For the Union:**

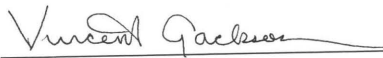
**For the School District of the  
City of Detroit:**

  
Stewart Matthews, Jr.

  
Charles L. Wells III

  
Aaron K. Guyton, Sr.

  
Rick Sale

  
Vincent Jackson

Date: March 3, 2000

Date: March 3, 2000

# DETROIT PUBLIC SCHOOLS 1999-2000 SCHOOL CALENDAR

## FIRST SEMESTER

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

### SEPTEMBER-OCTOBER

6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	1
4	5	6	7	8

22

### OCTOBER-NOVEMBER

11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
1	2	3	4	5

20

### NOVEMBER-DECEMBER

8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	1	2	3

18

### DECEMBER

6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

14

### JANUARY

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

16/91

## SECOND SEMESTER

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

### FEBRUARY-MARCH

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	1	2	3

19

### MARCH

6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

20

### APRIL

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

15

### MAY

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

20

### MAY-JUNE

29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19/93

### CALENDAR NOTES:

THIS SCHOOL YEAR HAS 184 DAYS.

NOVEMBER 11 IS ALSO VETERANS DAY.

CHRISTMAS RECESS EXTENDED 2 DAYS,  
ONE FOR Y2K, ONE FOR GOOD FRIDAY.

EASTER BREAK IS THE WEEK BEFORE  
EASTER.

### KEY:

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

# DETROIT PUBLIC SCHOOLS 2000-2001 SCHOOL CALENDAR

## FIRST SEMESTER

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

### AUGUST-SEPTEMBER

28	29	30	31	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

22

## SECOND SEMESTER

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

### JANUARY-FEBRUARY

22	23	24	25	26
29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

25

### OCTOBER

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

20

### FEBRUARY-MARCH

26	27	28	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

15

### OCTOBER-NOVEMBER

30	31	1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24

18

### MARCH-APRIL

26	27	28	29	30
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20

14

### NOVEMBER-DECEMBER

27	28	29	30	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

19

### APRIL-MAY

23	24	25	26	27
30	1	2	3	4
7	8	9	10	11
14	15	16	17	18

20

### DECEMBER-JANUARY

25	26	27	28	29
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19

13/92

### MAY-JUNE

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

18/92

### CALENDAR NOTES:

THIS SCHOOL YEAR HAS 184 DAYS.

### KEY:

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

# DETROIT PUBLIC SCHOOLS 2001-2002 SCHOOL CALENDAR

## FIRST SEMESTER

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

### AUGUST-SEPTEMBER

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

22

## SECOND SEMESTER

MON	TUE	WED	THU	FRI
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### JANUARY-FEBRUARY

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

24

### OCTOBER

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

20

### FEBRUARY-MARCH

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

15

### OCTOBER-NOVEMBER

29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

18

### MARCH-APRIL

25	26	27	28	29
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19

14

### NOVEMBER-DECEMBER

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

20

### APRIL-MAY

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

20

### DECEMBER-JANUARY

24	25	26	27	28
31	1	2	3	4
7	8	9	10	11
14	15	16	17	18

13/93

### MAY-JUNE

20	21	22	23	24
27	28	29	30	31
3	4	5	6	7
10	11	12	13	14

18/91

### CALENDAR NOTES:

THIS SCHOOL YEAR HAS 184 DAYS.

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

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

### KEY:

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

-NOTES-

-NOTES-

