

5026

6/30/2003

# AGREEMENT

between the

**SCHOOL DISTRICT OF THE  
CITY OF DETROIT**



and the

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

**SECURITY OFFICERS**



**July 1, 1999 – June 30, 2003**

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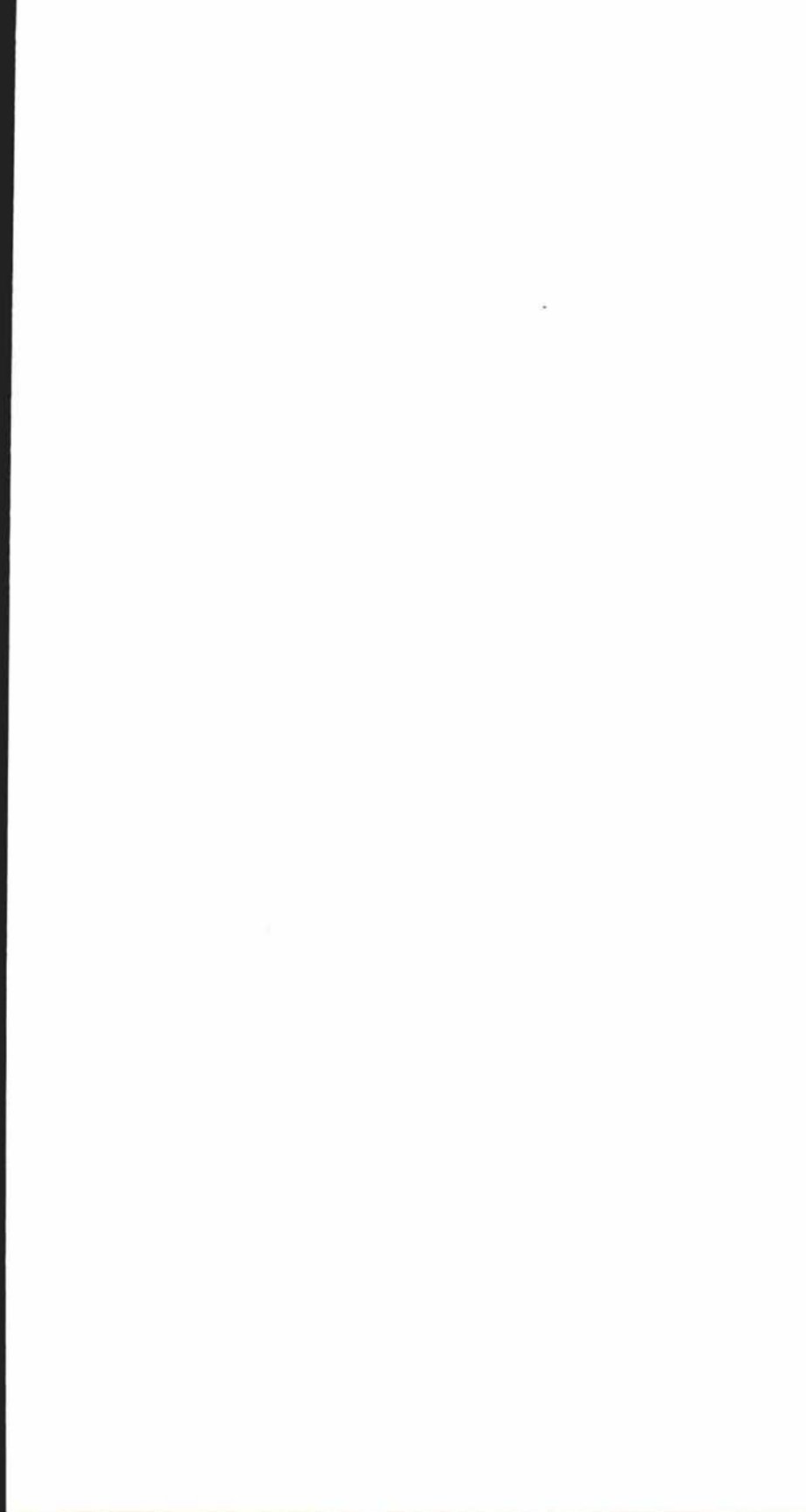


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**THIS AGREEMENT** is entered into, effective July 1, 1999, between the Board of Education of the School District of the City of Detroit, hereinafter referred to as the "Board" and Teamsters, Local 214 (Security Officers), an affiliate of International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

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

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

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

#### **ARTICLE I - RECOGNITION**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II - RESIDENCY**

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

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

## **ARTICLE III - ACCOUNTABILITY**

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

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

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

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

## **ARTICLE IV - EQUAL EMPLOYMENT AND UNION MEMBERSHIP OPPORTUNITIES**

There shall be no discrimination against any person in employment or in the Union membership because of race, sex, religion, color, creed or national origin. The parties will work together to assure equal employment opportunities for all. The Board will comply with all state statutes governing age discrimination.

**ARTICLE V - UNION RIGHTS**

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

**ARTICLE VI- PROHIBITION AGAINST STRIKES**

There shall not be any strike action or other concerted withholding of services of any type engaged in by the Union or any of the employees in this unit against the Board, nor shall any such action be encouraged by the Union. The Union will take all affirmative steps necessary to constitute a good faith effort to discourage, prevent, and terminate any strike action or other concerted withholding or services of any type against the Board by any of its members and the Board will not engage in Unfair Labor Practices calculated to provoke such action by the Union's members.

**ARTICLE VII- STEWARDS**

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

Where necessary, in the interest of maintaining a continuously cooperative relationship between the Union and the Board, the Steward shall be permitted a reasonable time to investigate and present grievances but shall not receive any extra pay from the Board because of the performance of such duties. The Steward shall, to the extent possible, perform his/her duties as Steward without interference with his/her own job functions or the job functions of other employees. The Steward shall not leave his/her job to conduct his/her duties as Steward without first securing the permission of his/her immediate superior. The failure of a superior to grant reasonable time off may be the subject of a grievance.

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

**B. Seniority of Stewards:**

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

**ARTICLE VIII - SPECIAL CONFERENCE**

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

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

#### **ARTICLE IX - CONTRACTUAL WORK**

(Deleted in 1999-2003 Contract)

#### **ARTICLE X - CURRENT PERSONNEL RULES**

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

#### **ARTICLE XI - GRIEVANCE PROCEDURE**

A sincere attempt shall be made to resolve any difference by oral interview between the grievant or grievants or the Union and the Chief of Security before the difference becomes formalized as a grievance. If an issue cannot be resolved informally, it shall be settled in accordance with the following procedures:

##### **Step 1**

Complaints, grievances, or disputes arising out of the operation and interpretation of this Agreement shall be presented to the Chief of Security of his representative within ten (10) working days from the time that the event took place or within ten (10) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance.

Upon receipt of the grievance, the Chief of Security shall arrange for a conference within five (5) working days after receipt of the grievance.

The grievant may be heard personally and may request representation by the Union. The Union will be afforded the opportunity to be present at any grievance hearing.

The Chief of Security shall render a decision and communicate it in writing to each grievant, the Union, and the DPS Office of Labor Contract Management within five (5) working days after the completion of the conference.

##### **Step 2 - Appeal to Chief Executive Officer**

Within fifteen (15) working days after receipt of the decision of the principal or the applicable unit head, the Union may appeal to the Chief Executive Officer (through the Office of Labor Contract Management) the decision rendered by the principal or the applicable unit head. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based on and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the principal or the applicable unit head.

The Chief Executive Officer or his/her designated representative shall meet with the parties concerned within fifteen (15) working days after receipt of the appeal request. Within fifteen (15) working days after the



conference, the Chief Executive Officer shall render a written decision which shall be forwarded to the Union, and the principal or the applicable unit head.

### **Step 3 - Arbitration**

If a grievance is not satisfactorily settled at Step 2, the Union may, if applicable, within twenty (20) working days file for arbitration in accordance with the following:

1. In writing submit to the other party a Demand for Arbitration of any grievance under this Agreement to final and binding arbitration. If the parties are unable to agree upon an arbitrator within seven (7) working days of notice to arbitrate, the party demanding arbitration shall refer the matter to the Michigan Employment Relations Commission, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the Employee may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or substitute at his discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.
2. Or, if either party so requests, Board and Union representatives will meet further to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation. In Steps 1 and 2 any decision not appealed to the next step of the grievance procedure within fifteen (15) working days from the date a written decision is furnished in accordance with the provisions set forth above, unless an extension is agreed upon in writing shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual consent.

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

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

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

### **General Grievance Powers**

If the Union fails to abide by any timeline or deadline contained in this section, the grievance shall be considered resolved. Timelines or deadlines may be waived or extended only by the mutual agreement of the parties.

The resolution of all grievances shall be in accordance with the procedures which are a part of this Agreement. If the grievant fails to appear at a scheduled grievance conference scheduled at the Union's request, the grievance shall be considered resolved, unless the employee gives written permission for the Union to proceed in the employee's absence.

The attendance or presence at any grievance conference of any person who is not a party to the grievance, a necessary witness, a necessary administrative staff member, or a Union representative shall not be permitted.

All grievances shall be processed confidentially. Neither party shall reveal information nor make any statement concerning the grievance to any person not a party to the grievance while the grievance is being processed.

## **ARTICLE XII – COMPUTATION OF BACK WAGES**

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

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

## **ARTICLE XIII - DISCHARGE AND DISCIPLINE**

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

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

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

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

### **Time Limit of Grievances**

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

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

#### **ARTICLE XIV - SENIORITY**

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

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

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

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

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

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

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

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

#### **F. Ties In Seniority**

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

### **ARTICLE XV - TRANSFERS OUTSIDE THE DEPARTMENT**

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

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

#### **C. Transfers:**

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

### **ARTICLE XVI - LAYOFF**

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

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

B. In the event the District deems it necessary, unit members will be considered laid off at the end of the third (3rd) day of a work stoppage by another bargaining unit, unless otherwise notified by the Chief Executive Officer.

### **ARTICLE XVII - RECALL**

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

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

### **ARTICLE XVIII - LEAVE**

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

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

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

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

D. The decision of the Medical Office in this Article is binding except that if an employee is not satisfied with the decision of the Board Medical Office, as to his/her ability or inability to work, the employee must appeal the decision of the Medical Office to the Office of Labor Affairs within three (3) business days from the receipt of the medical report under the following conditions:

The School District of the City of Detroit and the Union shall mutually agree within ten (10) business days as to who the appropriate specialist shall be. The employee shall consult the designated specialist and the School District of the City of Detroit shall pay one-half (½) of the cost of the evaluation and the employee shall pay the other half. Within twenty (20) business days the specialist shall furnish a report relative to his/her evaluation to the School District of the City of Detroit, to the Union and the employee. The determination of the specialist shall be final and binding as to whether the employee is able or unable to return to work. The time limits specified in this procedure may be extended by mutual agreement.

Failing agreement by the District and Union on selection of the appropriate specialist, the employee's physician and the District's Examiner shall select the appropriate specialist.

#### **ARTICLE XIX - FUNERAL LEAVE**

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

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

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

#### **ARTICLE XX - VETERANS**

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

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

#### **ARTICLE XXI - VACATION AND HOLIDAYS**

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE XXII - UNION BULLETIN BOARD**

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

#### **ARTICLE XXIII - JURY DUTY**

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

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

#### **ARTICLE XXIV - JOB RELATED INJURIES**

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

#### **ARTICLE XXV - OVERTIME AND WORK WEEK**

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

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

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

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

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

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

D. Time and one-half (1½) will be paid for all hours worked on Saturday and double time will be paid for all hours worked on Sunday, provided that such Saturdays and Sundays are in excess of the employee's regular work week as assigned by the department.

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

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

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

#### **ARTICLE XXVI - CALL-IN PROCEDURE FOR ABSENCES**

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

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



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

Failure to adhere to the above procedure may result in the loss of pay by an employee.

#### **ARTICLE XXVII - LEAVE FOR UNION BUSINESS**

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

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

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

#### **ARTICLE XXVIII - GENERAL**

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

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

#### **ARTICLE XXIX - LEGAL PROTECTION**

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

#### **ARTICLE XXX - WAGES**

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

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

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

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

#### **A. SALARY STEPS**

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

The employee must meet the School District of the City of Detroit Attendance Standard of 96% (at least ten (10) days for twelve (12) month employees; at least eight (8) days for the ten (10) month employees. The employee will be notified when they have used five (5) non-exempt days.

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

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

3. The following shall not count as absences under the School District of the City of Detroit Attendance Standard for purposes of this section; (1) absences which qualify as entitlements under either the Family and Medical Leave Act (FMLA) or Workers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; and (9) two (2) personal days as defined in Article XLIII. When a Unit member's qualifying absence under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences Under the School District of the City of Detroit Attendance Standard.
4. Disputes about absences arising from FMLA claims may be appealed to the District's Office of Risk Management.

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

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

#### **A. SALARY SCHEDULES**

1. For any unit member who is currently paid at the maximum rate of the salary schedule provided in this Agreement, the unit member's right to receive the pay adjustment for the next school year

that has been negotiated between the parties shall be denied if the unit member fails to meet the attendance criteria according to the School District of the City of Detroit Attendance Standard of 96% (at least ten (10) days for twelve (12) month employees; at least eight (80) days for ten (10) month employees).

2. A unit member's right to receive the following year's pay adjustment negotiated between the parties shall be reinstated when the unit member is in compliance with the School District of the City of Detroit Attendance Standard for a period of twelve (12) months.
3. The following shall not count as absences under the School District of the City of Detroit Attendance Standard for the purposes of this section: (1) absences which qualify as entitlements under either the Family and Medical Leave Act (FMLA) or Workers compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chicken-pox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; and (9) two (2) personal days as defined in Article XLIII. When a Unit member's qualifying absence under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences Under the School District of the City of Detroit Attendance Standard; and earned vacation days, if applicable.
4. Disputes about absences arising from FMLA claims may be appealed to the District's Medical or Civil Rights Offices.

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

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

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

#### **ARTICLE XXXI - PREMIUM PAY**

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

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

#### **ARTICLE XXXII - LONGEVITY PAY**

Employees shall be entitled to receive longevity payment in the amount of \$250.00 for twelve-month employees after 11 years of employment with the District. The schedule of payment of longevity pay will be determined by the Chief Executive Officer. But such payment will be made no later than December 31 following the end of the fiscal year.

**ARTICLE XXXIII - SEVERANCE PAY**

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

**ARTICLE XXXIV - LUNCH PERIOD AND COFFEE BREAKS**

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

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

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

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

**B. Prescription Rider**

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

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

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

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

**D. Life Insurance**

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

**E. Optical Insurance**

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

**ARTICLE XXXVI - SECURITY DEPARTMENT  
PERSONNEL FILE**

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

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

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

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

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

**ARTICLE XXXVII - PERSONAL PROPERTY LOSS**

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

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

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

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

**ARTICLE XXXVIII - CLOTHING ALLOWANCE**

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

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

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

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

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

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

#### **ARTICLE XXXIX - MATERNITY LEAVE**

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

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

##### **1. Requirements for Continued Work:**

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

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

- a. The date of leaving work because of disability shall be determined by the employee and her physician, provided that it is

certified by the employee's personal physician and confirmed by the Board Medical Examiner that the employee is unable to work.

- b. During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick bank, subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the Board Medical Examiner.
- c. An employee shall not move from any unpaid leave of absence status to paid disability absence status.
- d. An employee shall not move from a paid disability absence to an approved absence without pay.

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

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

**4. Requirements for Return to Work:**

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

**5. Related Conditions**

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

The Board Medical Office shall provide a list of at least three (3) appropriate specialists. The employee shall consult any one of these designated at her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work.

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

#### **ARTICLE XL - WORKERS' COMPENSATION**

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

#### **ARTICLE XLI - GUN ALLOWANCE**

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

#### **ARTICLE XLII - VACATION ILLNESS**

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

#### **ARTICLE XLIII - SICK LEAVE**

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

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

#### **ARTICLE XLIV - MEDICAL EXAMINATIONS AND X-RAYS**

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

#### **ARTICLE XLV - MILEAGE**

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

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

#### **ARTICLE XLVI - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The School District of the City of Detroit reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and the United States. In addition, the School District of the City of Detroit reserves the right to govern and manage the District in all respects, except as to limitations on the right to govern and manage that are specifically set forth in this Agreement. However, all District policies and procedures of which the Union has notice and which do not conflict with



the Collective Bargaining Agreement are part of the Collective Bargaining Agreement. The parties both recognize the possibility that emergency situations may arise in which prior notification is feasible.

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

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

#### **ARTICLE XLVII - SEPARABILITY AND SAVINGS CLAUSE**

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

#### **ARTICLE XLVIII - ATTENDANCE**

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

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

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

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

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

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

**EFFECTIVE**

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

**ARTICLE XLIX - NOTICES TO UNIONS**

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

**ARTICLE L - PERFORMANCE EVALUATION**

The Employer shall evaluate employees at least once a year using an established form. After consultation with the Union, the Employer will provide a performance evaluation too which will include, but will not be limited to, the following performance factors:

- Job Knowledge and Skill
- Quality of Work
- Efficiency of Work
- Attendance
- Team Effort and Leadership

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

**ARTICLE LI - CHANGE AND TERMINATION**

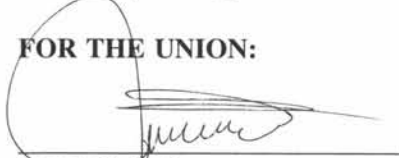
**THIS AGREEMENT** shall remain in full force and effect up to and including June 30, 2003. However, the employer may extend this Agreement for ten (10) days by giving written notice of such desire to the Union prior to June 30, 2003. The Agreement shall automatically renew itself from year to year after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

**APPENDIX "B"**  
**LETTER OF UNDERSTANDING**


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

**FOR THE UNION:**

**FOR THE BOARD:**

  
\_\_\_\_\_  
Joseph Valenti

  
\_\_\_\_\_  
Charles L. Wells III

  
\_\_\_\_\_  
John Harris

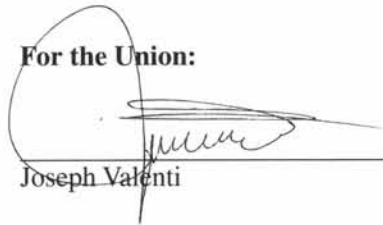
Date: 11/20/98

Date: 11/20/98

**Letter of Understanding**

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

**For the Union:**



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Joseph Valenti

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



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Charles L. Wells III

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Dated: 4-4-00

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Dated: 4-4-00

**Letter of Understanding**

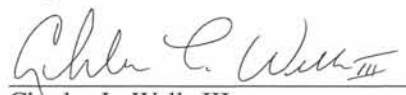
**DISCIPLINARY ACTION BECAUSE OF ABSENTEEISM**

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

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

"The parties agree that the Board may implement a schedule of discipline based upon suspected abuse of sick bank by any unit member subject to the just cause provision."

**For the Union:**  
  
\_\_\_\_\_  
Joseph Valenti

**For the School District of the City of Detroit:**  
  
\_\_\_\_\_  
Charles L. Wells III

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dated: 4-4-00

Dated: 4-4-00

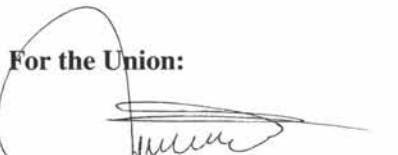
**Letter of Understanding**


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

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

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

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

**For the Union:**  
  
\_\_\_\_\_  
Joseph Valenti

**For the School District of the City of Detroit:**  
  
\_\_\_\_\_  
Charles L. Wells III

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

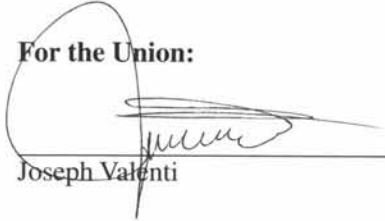
Dated: 4-4-00

Dated: 4-4-00

**Letter of Understanding**

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

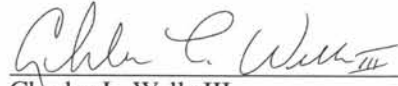
**For the Union:**



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Joseph Valenti

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



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Charles L. Wells III

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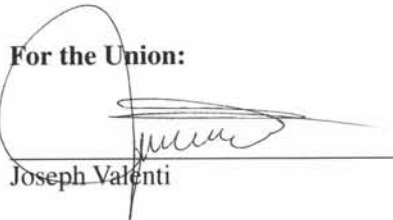
Dated: 4-4-00

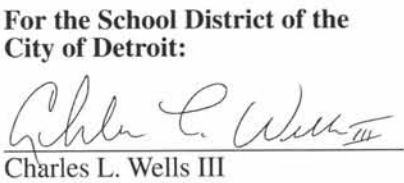
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Dated: 4-4-00

**Letter of Understanding**

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

**For the Union:**  
  
\_\_\_\_\_  
Joseph Valenti

**For the School District of the City of Detroit:**  
  
\_\_\_\_\_  
Charles L. Wells III

\_\_\_\_\_  
\_\_\_\_\_

Dated: 4-4-00

Dated: 4-4-00



# 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

### OCTOBER

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

20

### OCTOBER-NOVEMBER

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

18

### NOVEMBER-DECEMBER

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

19

### DECEMBER-JANUARY

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

13/92

## 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

### FEBRUARY-MARCH

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

15

### MARCH-APRIL

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

14

### APRIL-MAY

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

20

### 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

### OCTOBER

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

20

### OCTOBER-NOVEMBER

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

18

### NOVEMBER-DECEMBER

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

20

### DECEMBER-JANUARY

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

13/93

## SECOND SEMESTER

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

### JANUARY-FEBRUARY

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

24

### FEBRUARY-MARCH

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

15

### MARCH-APRIL

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

14

### APRIL-MAY

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

20

### MAY-JUNE

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

