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6/30/97

A G R E E M E N T

**THE BOARD OF EDUCATION FOR THE SCHOOL
DISTRICT OF DETROIT, MICHIGAN**

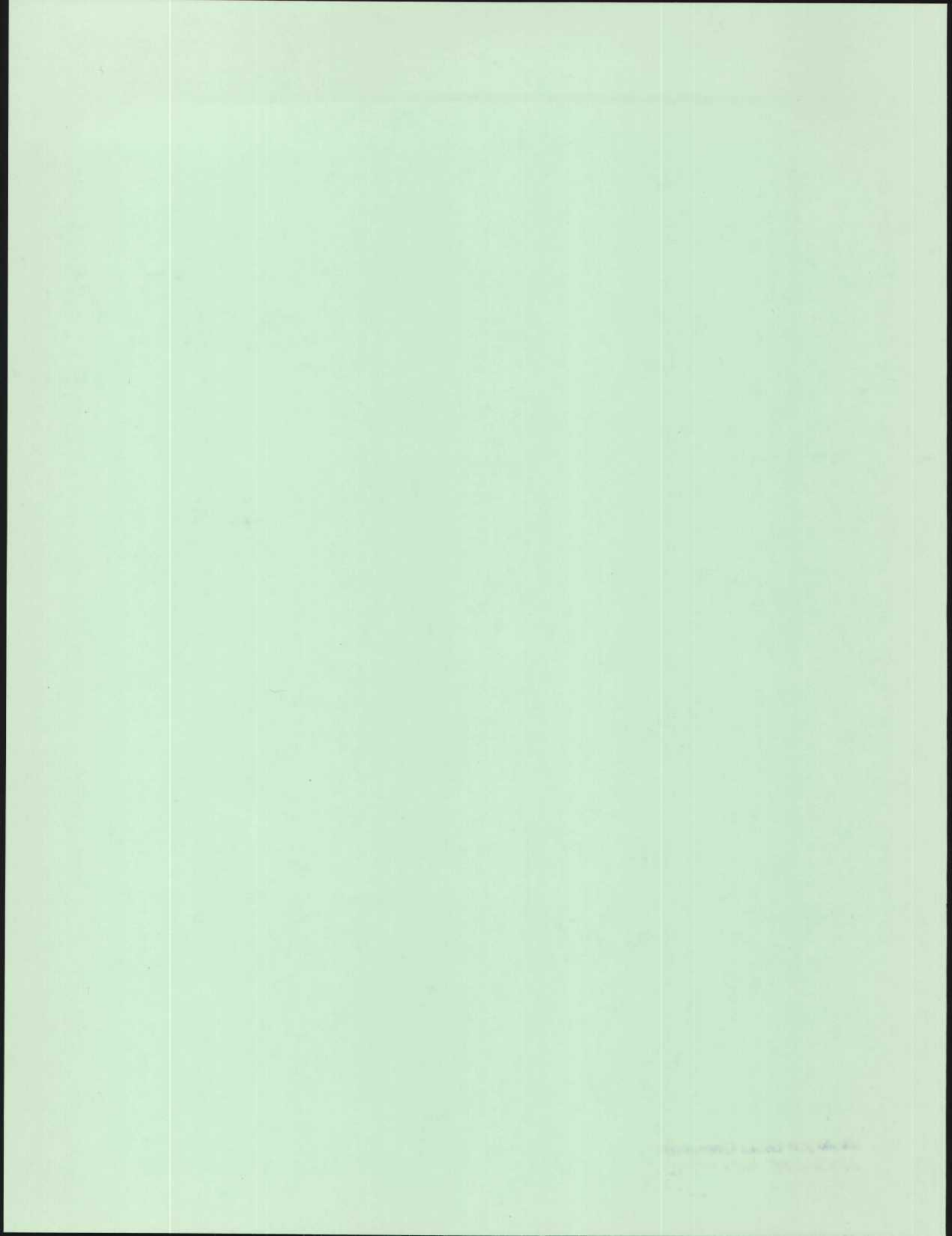
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**THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS - (LOCAL 214)**

SECURITY OFFICERS II

July 1, 1994 - June 30, 1997

Detroit Public Schools



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THIS AGREEMENT is entered into, effective July 1, 1994, 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 II), 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 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.
- 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.

ARTICLE III - EMPOWERED SCHOOLS

The Union and the Board are committed to creating empowered schools which will 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 regarding the change made. Should the parties be unable to reach an agreement, either party may petition MERC to resolve the impasse.

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.

- C. Effective June 13, 1995, one (1) member of this unit shall be released from his/her position to work full time for the Union.

This released assignment shall be for the life of the Agreement on a Pilot basis. Prior to the end of the Agreement the parties shall meet to review the released position.

If the parties agree that the released position has been effective in helping to resolve problems, the released position shall be extended into the new Agreement.

ARTICLE VIII - SPECIAL CONFERENCES

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. Conference

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

- A. The right of contracting or sub-contracting is a right of the Board. However, the right to contract or sub-contract shall not be used by the Board for the purpose of (1) undermining the Union, (2) discriminating against any of its members, (3) causing layoffs among the unit members, or (4) denying overtime employment to the members of this bargaining unit.
- B. In cases of contracting or sub-contracting affecting employees covered by this Agreement, the Board will hold advance discussions with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the Board is contemplating contracting out the work.

ARTICLE 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. **Definition:** A grievance is a claim by one or more employees of the improper application or interpretation of this Agreement by the Board.

B. **Procedure:**

Step 1

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

Step 2

If the matter is not satisfactorily settled, a grievance may be submitted in written form by the Steward to the Field Supervisor. The written grievance shall set forth the nature of the grievance, date of the matter complained of,

identity of the employee(s) involved and the provisions of this Agreement that the Union claims the Board has violated. The answer of the Field Supervisor shall include the result of his investigation of the grievance. Such answer shall be presented to the Steward or designated representative within two (2) working days. This time may be mutually extended by the parties.

Step 3

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

c. The Board's representative or his designee shall have three (3) working days from the date of the meeting to answer the grievance(s) in writing and submit his answer to the local Union President or his designated representative.

Step 4

If the answer of the Chief of Security or his designated representative is not acceptable to the Union, the Local Union President or his designated representative may appeal the grievance to the Executive Deputy Superintendent or his designated representative and a meeting as described in "3A" above shall apply between both parties and shall take place within five (5) working days of the receipt of such appeal. The Executive Deputy Superintendent shall have five (5) working days from the date of the meeting to answer the grievance(s) in writing and submit his answer to the Union.

Step 5

If the grievance(s) is not resolved at the previous step, the Union may, within fifteen (15) working days of the receipt of the answer, appeal the grievance(s) to the General Superintendent or his designated representative and a meeting between both parties shall take place within five (5) working days of receipt of such appeal. Board employees participating for the Union shall be limited to two (2) plus no more than two (2) eyewitnesses. The Superintendent or his designated representative shall have fifteen (15)

working days from the date of the meeting to answer the grievance(s) in writing and submit his answer to the Union.

Step 6

- a. If the grievance is not resolved at the above step, either party may, within ten (10) working days after the response at Step 5 and upon written notice to the other party, appeal this matter to arbitration through the American Arbitration Association. A copy of the appeal shall be sent to the other party. The selection of the arbitrator shall be made in accordance with the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be equally charged to and paid by the parties. The aggrieved and other Board employees referred to in Step 5 shall not lose pay for time off the job while attending the arbitration proceeding.
- b. The arbitrator's decision shall be binding on the Union, the employer, and the aggrieved.
- c. Any grievance under this Agreement which is not filed in writing by the employee involved, in individual grievances, or by the Steward or designated representative in cases involving more than one employee or a matter of policy, within ten (10) working days after the grievance arises, shall not be considered a grievance.

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.

ARTICLE XII - COMPUTATION OF BACK WAGES

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

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

ARTICLE XIII - DISCHARGE AND DISCIPLINE

- A. Upon the suspension or discipline of any employee, the Board shall notify the Union of such by telephone with confirmation in writing.
- B. The specific charges resulting in such suspension or discipline shall be reduced to writing by the employee's field supervisor within five (5) working days of imposition of such suspension or discipline. Copies shall be furnished

- to the employee and his steward. The employee shall sign a copy of the charges indicating receipt.
- C. The employee may request a hearing before the Chief of Security or his designee if, within two (2) working days of receipt of the charges, a written request for such hearing is delivered to the Office of the Chief of Security.
 - D. Within ten (10) working days of receipt of a written request for hearing, the Chief of Security or his designee shall hold a hearing on the suspension or discipline. The employee shall have the right to Union representation at the hearing. (Step 3 grievance procedure)
 - E. Within five (5) working days of the conclusion of the hearing, the Chief of Security or his designee shall deliver copies of his decision affirming, reversing or modifying the suspension or discipline to the employee, the Chief Steward, the Union and the Personnel Office, unless otherwise requested by the employee.
 - F. In all suspension or discipline cases other than discharge, the matter shall be referred to Step 4 of the grievance procedure if the Union is not satisfied with the decision.
 - G. In all discharge cases the matter shall be referred to Step 5 of the grievance procedure if the Union is not satisfied with the decision of the Chief of Security or his designee. (Skipping Step 4) The Step 5 hearing shall be held within ten (10) days of receipt of written request for such hearing.

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

ARTICLE XIV - SENIORITY

- A. Seniority within the Security Department as a Security Officer II is defined as an employee's length of continuous service with the Board as a regularly appointed or assigned employee in the Security Department.
- B. Employees newly appointed or assigned to a regular position in the unit shall be considered probationary employees for the first six (6) months of 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 II will be supplied to the Union. This list shall show the names of all employees in the unit entitled to seniority and their date of hire. As new employees are confirmed, the list shall be updated and a copy given to the Union.
- 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 - RECLASSIFICATION, PROMOTION AND TRANSFER

- 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. He/She will after three (3) years pick up his/her full Board seniority for layoff purposes only.

ARTICLE XVI - LAYOFF

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

- a. All probationary employees shall be laid off first.
- b. Regular employees shall then 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.

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.

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 work day 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. All regular 12-month employees covered by this agreement shall receive vacation with pay. Vacation may not be taken until after it has been earned. Vacations must be taken within twelve months after it has been earned.
- B. Vacations will be earned as follows:
- After 1 year of service - 1 week
 - After 2 years of service - 2 weeks
 - After 3 years of service - 3 weeks
 - After 10 years of service - 4 weeks
 - After 20 years of service - 5 weeks
- C. Upon termination of employment, an employee who has earned vacation according to the formula outlined in "B" above shall be paid his accrued vacation.
- D. All regular 12-month employees covered by this agreement shall be paid for the following holidays: Independence Day, Labor Day, Veterans Day (afternoon only), Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New 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.
- E. Vacation will be granted at such times during the year as are suitable, considering both the wishes of the employee, the employee's seniority and the efficient operation of the department.
- Once vacation schedules have been finalized by the employer on the basis of individual request by seniority, no vacation

shall be cancelled within a period of less than fifteen (15) working days.

In the event of an emergency, the employer may postpone an employee's vacation. Said employee shall be granted vacation at the earliest possible opportunity.

- F. Vacation will be taken in a period of consecutive days. Vacations may be split into one or more full weeks, provided such scheduling does not unreasonably interfere with the operations of the division.
- G. When a holiday is observed by the Board during a scheduled vacation, the vacation period will be extended one day.
- H. 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 stationary 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 II 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 eight (8) hours per day five (5) days a week from Monday through Friday, with no split shifts.
1. The parties agree that the work week is eight (8) hours per day, Monday through Friday, except the Schools Center Building - Main Desk - Security and the night response security. Unit members will work the same hours of work as the school or facility to which they

are assigned.

Employees who volunteer for lobby console and night response will be selected by seniority, present ability and work record. Those selected will be given sixty (60) work days probation period. If the employee is not continued, he/she shall be notified and shall return to his/her previous work location.

These two (2) security functions continue to be assigned to a seven (7) day operation as they are presently functioning.

Days off will be considered days off and if an employee is required to work on these days off, it shall be at time and one-half (1 1/2) for the sixth (6th) day and double time for the seventh (7th) day.

Unit employees shall be entitled to receive a rate of pay in the amount of one and one-half (1 1/2) times the regular rate, plus the regular pay for work performed on holidays.

- B. 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 16 hours time off before being rescheduled.

If an employee is rescheduled to work without receiving at least 16 hours of time off, said employee shall be paid at the appropriate premium rate for the first 8 hours worked.

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

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

continuous overtime hours worked prior to or after termination of the employee's regular work shift.

- F. Seniority in the department shall prevail in the assignment of scheduled overtime work. The senior employee will be first called and the next senior employee in like manner, until the crew is assembled. Rotative procedure shall be used in each subsequent assignment.
- G. If an employee is called and refuses to work in a call-in overtime assignment, the maximum overtime hours worked by employees will be charged against their failure to work. 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

The number of steps in regular wages shall be reduced from seven (7) to six (6).

The incremental difference between steps shall be prorated appropriately to reflect the reduction of one (1) step.

1. Effective July 1, 1994, members shall receive a three percent (3%) wage increase.
2. Effective July 1, 1995, members shall receive a three percent (3%) wage increase.
3. Effective July 1, 1996, members shall receive a three percent (3%) wage increase.
4. All security officers who have the following degree shall have their base rate increased by the following:

Associate's Degree with a major in
criminal justice psychology, sociology
or a related field. \$1,200

or

A minimum of sixty (60) hours from an
accredited college or university with a
majority of hours in one (1) of the major
fields listed above. \$1,200

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

Effective July 1, 1994 Union employees shall be entitled to receive an increase in longevity payment from \$180 to \$250 for twelve-month employees after 11 years of employment with the Board, to be paid the first pay in December.

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

Effective March 1, 1992, the mileage rate shall be 27.5¢ per mile with a 700 mile maximum per month per employee.

ARTICLE XLVI - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Consistent with the terms of this Agreement:

- A. The Union recognizes the prerogatives of the Board to operate and manage its affairs in all respects in accordance with its responsibilities.
- B. The Board reserves the right to discipline and discharge for just cause. The Board shall have the right to determine reasonable schedules of work and to establish the method and processes by which such work is performed and any other reasonable provision that allows the department to

effectively provide service for the Board, provided they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of these provisions.

ARTICLE XLVII - SEPARABILITY AND SAVINGS CLAUSE

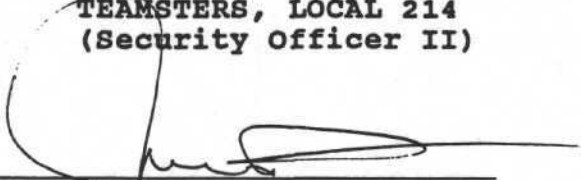
This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union, and employees in the bargaining unit and in the event that any provisions in this Agreement shall at any time be held to be contrary to law 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 - CHANGE AND TERMINATION


THIS AGREEMENT shall remain in full force and effect up to and including June 30, 1997. 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, 1997. The Agreement shall automatically renew itself from year to year after June 30, 1997, unless either party shall notify the other party by registered or certified mail at least ninety (90) days prior to June 30, 1997, of its desire to modify or terminate this Agreement.

FOR: MICHIGAN CONFERENCE OF
TEAMSTERS, LOCAL 214
(Security Officer II)

FOR: THE BOARD OF EDUCATION
FOR THE SCHOOL DISTRICT
OF DETROIT, MICHIGAN








DATE: _____

Approved and adopted by action of the Board of Education on June 13, 1995.

By: 
ROBERT M. BOYCE, PRESIDENT
BOARD OF EDUCATION

By: 
KATHLEEN SMITH, SECRETARY
OF THE BOARD

APPENDIX "A"

Security Officers (52 Weeks)
Group 1 - Regular Classification

Pay Class Code	Position Code	Effective 7/1/94 Description	Daily Rates	Bi-Weekly Rates	Annual Rates
6100	596	Security Officer II (Guard)	\$82,1626	\$621.63	\$21,421
		Minimum	112,1307	1,121.31	29,234
		Maximum	5,9950	59.95	1,563
		Increment			

+3%

Notes

Longevity - Regular and ESRP employees are eligible for salary adjustments (\$250 annually) in bi-weekly payments effective with the payroll service period following completion of eleven (11) years of Board service. (This change in the longevity of the contractual agreement is effective as of July 1, 1994.)

Shift Differential - Second shift (pay class code 8940, position code 458) \$.30 hourly; third shift (pay class code 8950, position code 459) \$.35 hourly

Pay Class Code	Position Code	Effective 7/1/94 Description	Daily Rates	Bi-Weekly Rates	Annual Rates
6800	411	Security Officer I	\$82,1626	\$821.63	\$16,022
		Minimum	112,1307	1,121.31	21,865
		Maximum	5,9950	59.95	1,169
		Increment			

Alternative Classification

7150	556	Security Officer II - Extended Work	\$82,1626		
		Minimum	112,1307		
		Maximum			

Group 2 - Rates Which Do Not Require Personnel Action Assignment

Community Use of Schools

	Week Days	Saturday PM Sundays & Holidays
Security Guard	Hourly	Hourly
Minimum	\$15.4054	\$15.4054
Maximum	21.0244	21.0244

Note: The minimum and maximum hourly rates are the minimum and maximum daily rates divided by eight (8) hours multiplied by 1.5 hours

Group 9 - Related For Salary Rate Purposes to Salary Schedule P

Pay Class Code	Position Code	Effective 7/1/94 Description	Daily Rates	Bi-Weekly Rates	Annual Rates
6020	417	Security Technicians	\$117.9777	\$1,179.78	\$30,758
		Minimum	129,2122	1,292.12	33,687
		Maximum	5,2618	52.62	1,372
		Increment			

Notes

Longevity - See Salary Schedule P notes.

The above rates reflect a 3% increase per negotiated contract.

DETROIT PUBLIC SCHOOLS
 1995-96 Salary Schedule P
 Security Officers (52 Weeks)
 Group 1 - Regular Classification

Pay Class Code	Position Code	Effective 7/1/95 Description	Daily Rates	Bi-Weekly Rates	Annual Rates
6100	596	Security Officer II (Guard)	\$84,6274	\$846.27	\$22,064
		Minimum	115,4946	1,154.95	30,111
		Maximum	6,1715	61.72	1,609
		Increment			

+3%

Notes

Longevity - Regular and ESRP employees are eligible for salary adjustments (\$250 annually) in bi-weekly payments effective with the payroll service period following completion of eleven (11) years of Board service. (This change in the longevity of the contractual agreement is effective as of July 1, 1994.)

Shift Differential - Second shift (pay class code 8940, position code 458) \$.30 hourly; third shift (pay class code 8950, position code 459) \$.35 hourly.

Pay Class Code	Position Code	Effective 7/1/95 Description	Daily Rates	Bi-Weekly Rates	Annual Rates
6800	411	Security Officer I	\$84,6274	\$846.27	\$16,502
		Minimum	115,4946	1,154.95	22,521
		Maximum	6,1715	61.72	1,203
		Increment			

Alternative Classification

7150	596	Security Officer II - Extended Work	\$84,6274		
		Minimum	115,4946		
		Maximum			

DETROIT PUBLIC SCHOOLS
 1995-96 Salary Schedule P
 Security Officers (52 Weeks)
 Group 1 - Regular Classification

Group 2 - Rates Which Do Not Require Personnel Action Assignment

Community Use of Schools

Security Guard	Week Days		Saturday PM Sundays & Holidays	
	Hourly		Hourly	
Minimum	\$15.8676		\$15.8676	
Maximum	21.6552		21.6552	

Note: The minimum and maximum hourly rates are the minimum and maximum daily rates divided by eight (8) hours multiplied by 1.5 hours.

DETROIT PUBLIC SCHOOLS

1995-96 Salary Schedule L

No Organizational Representative - General

Group 9 - Related For Salary Rate Purposes to Salary Schedule P

Pay Class Code	Position Code	Effective 7/1/95 Description	Daily Rates	Bi-Weekly Rates	Annual Rates
6020	417	Security Technicians	\$121.5170	\$1,215.17	\$31,681
		Minimum	133.0885	1,330.89	34,698
		Maximum	5.4196	54.20	1,413
		Increment			

Notes

Longevity - See Salary Schedule P notes.

The above rates reflect a 3% increase per negotiated contract.

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:





DATED: _____

