AGREEMENT

between the

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS

LOCAL 214– AFL-CIO

POLICE OFFICERS

JULY 1, 2023 – JUNE 30, 2024

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THIS AGREEMENT is effective July 1, 2021 between the School District of the Detroit Public Schools Community District, Detroit, Michigan (hereinafter referred to as the "District") and the Teamsters Local 214 (hereinafter called the "Union"). The duration of the agreement is from July 1, 2021 through June 30, 2023.

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

The parties recognize that the interest of the community and the job security of the employees depend upon the District's success in establishing a proper service to the community. To those ends, the District and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 – RECOGNITION – EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, the District does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to the rate of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the District included in the bargaining unit who hold the titles of Police Officer, Campus Security Police Officer and Fingerprint Technician (Should the District reinstate the position of Fingerprint Technician, the position is subjected to the entire collective bargaining agreement.).

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

ARTICLE 2 – 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 to manage the District in all respects, except as to limitations on the right to govern and to manage that are specifically set forth in this Agreement. However, all District policies and procedures, and in addition those contained in the Detroit Public Schools Community District Police Department ("DPSCDPD") Manual for police officers and DPSCDPD Manual for campus security police officers, are part of the Collective Bargaining Agreement. The parties both recognize the possibility that emergency situations may arise in which prior notification is not feasible.

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 covered by this Agreement. 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 3 – UNION RIGHTS

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

ARTICLE 4 – UNION FEES AND DUES

A. The District is prohibited from assisting the Union in collecting dues or service fees from wages of District employees, pursuant to applicable state law.

B. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

C. The District recognizes the Michigan Freedom to Work (Public Act 349 of 2012) as the law under which the collective bargaining agreement is governed.

ARTICLE 5 – UNION STEWARDS

The District recognizes the right of the Union to designate two stewards for each District job classification in the bargaining unit where the job classification contains more than 50 employees. Where necessary in the interest of maintaining a cooperative relationship between the Union and the District, the steward shall be permitted a reasonable time to investigate and present grievances but shall not receive any extra pay from the District because of the performance of such duties. The union will provide the District with the names of the designated stewards at the beginning of each school year and/or when the union changes its designations.

The steward shall perform his/her duties as steward without interference with his/her own job functions or the job functions of other employees or the operation of DPSCDPD. The steward shall not leave his/her job to conduct his/her duties as steward without first securing the permission of the immediate superior.

ARTICLE 6 – 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 bargaining unit against the District, nor shall any such action be encouraged by the Union. There shall be no lockout by the District against the Union. The Union will take all affirmative steps necessary to constitute a good faith effort to discourage, prevent, and terminate any strike action or other concerted withholding of services of any type against the District by any of its members and the District will not engage in Unfair Labor Practices calculated to provoke such action by the Union's members.

ARTICLE 7 – EQUAL EMPLOYMENT 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 District will comply with all state statutes governing age discrimination. The District will give equal opportunity and treatment to all District employees covered by this Agreement.

ARTICLE 8 – WORK SCHEDULE, ASSIGNMENTS AND ON DUTY

Work Period. Effective July 28, 2012 or date to be specified thereafter, the work period is defined as 28 consecutive work days. Effective July 28, 2012 or date to be specified thereafter, the members will receive overtime after exceeding 160 actual hours worked in a 28-day work period, pursuant to Article 14 Section A.

Work Day. All unit members will work an eight (8) hour work day.

A. On Duty.

Section 1. Police Officers. Each police officer shall participate in a 15 minute on duty roll-call at the beginning of a day's assignment and a 15 minute off duty roll-call at the end of the day's assignment.

Section 2. Campus Security Police Officers. The campus security police officer will call the Police Desk before his/her regular starting time to call on duty and call the Police Desk at the end of the work day to call off duty.

B. Lunch Period.

1. **Lunch Period**. All District employees covered by this Agreement shall receive a 30 minute lunch period which is inclusive in the eight hour work day. The police officer must call in to the Control Center to call off busy for lunch.

2. **Coffee Break:** District employees covered by this Agreement will not be entitled to coffee breaks.

C. Work Schedule and Assignments. The work schedule and assignments of District employees covered by this Agreement will be determined by the appropriate administrator or his/her designee and District employees covered by this Agreement may be scheduled to work any shift in a 24 hour period, 52 weeks a year, seven days a week. Modifications to the work schedule, including work period and work day and assignments are within the sole discretion of the District.

D. Emergency Closure Reporting. On days where the District closes all schools due to inclement weather or any other emergency, all District employees of the bargaining unit shall report unless otherwise directed, and will be paid their

regular pay. District employees of the bargaining unit who are scheduled to report and who fail to report shall be required to present a doctor's certificate indicating that a legitimate medical condition prevented the employee from working in order to use a sick day.

E. **Transfers and Promotions**. The District has the right to recruit, assign, transfer or promote employees to positions within the Department.

F. **Academic Calendars.** The parties acknowledge that the District has adopted school calendars for the 2016-17 and 2017-18 school years.

ARTICLE 9 – CALL-IN PROCEDURE FOR ABSENCES

District employees covered by this Agreement will call the Police Desk at least one hour before his/her regular starting time to report an absence. Failure to adhere to the above procedure may result in the loss of pay by an employee. District employees covered by this Agreement shall adhere to the District's policy regarding absences and if not, the employee will be subjected to discipline up to and including termination. When utilizing sick day increments less than eight (8) hours, the employee must inform their supervisor of the time period they will be absent.

ARTICLE 10 – ATTENDANCE

The Detroit Public Schools Community District Corrective Discipline Policy will be used to determine when disciplinary action will be initiated for employees and the procedure that will be followed.

After four (4) consecutive workdays of personal illness the employee must furnish a statement from his/her physician on a District approved form to Employee Health Services, in order to secure his/her next paycheck.

If a pattern of abuse of sick days is determined by management, the District will commence disciplinary proceedings for abuse of sick leave days.

A. Attendance Review - General

The DPSCD Police Department is responsible for providing efficient law enforcement services. Maximum attendance is required from all members if this responsibility is to be fulfilled. It is, therefore, necessary to identify and correct members who have developed a pattern of regularity in the use of their sick leave benefits. Therefore, DPSCD Police Department management will review the records of their members on a quarterly basis or as determined by the DPSCDPD.

B. Attendance Review - Counseling regarding Regularity in the Use of Sick Leave Benefits

Upon review and approval of the Chief of Police and/or his designee, management will counsel employees whose records show such an indication of a pattern of regularity in the use of their sick leave benefits. The counseling session will include a discussion of

the pattern observed to date, and the member's reason for absences. Where appropriate, the supervisor will explore positive future courses of available action with the member in an effort to assist the member in adopting corrective measures. At the end of the counseling session, the supervisor will prepare a report of the meeting and attach the report to the member's DPSCD Police Department Attendance Card. A copy of the report will be provided to the employee. Said counseling does not constitute disciplinary action. Further, said report will be removed from their DPSCD Police Department record upon request by the employee at the end of one (1) year providing no further corrective action has been necessary since the initial counseling session with the employee.

C. Continued Pattern of Regularity in the Use of Sick Leave Benefits

If counseling does not produce improved attendance, the attendance review will be submitted for disciplinary action up to and including discharge.

ARTICLE 11 – OUTSIDE CREDIT

Applicants for Police Officer positions, who meet the minimum requirements, may be allowed credit on the salary schedule for up to two (2) years outside job classification experience. No less than one full year of verified experience may be creditable on this bargaining unit's salary schedule. Partial year or part-time service is not applicable.

There may be exceptions, as prescribed by the District, when the District may allow credit on the salary schedule for up to four (4) years for outside experience.

ARTICLE 12 – WAGES

A. 2017-18 School Year

1. For employees at the top step of the wage schedule:

a. Employees at the top step of their respective wage schedules shall receive an on-schedule wage increase of 3.0% as of the payroll period following the beginning of the second semester of the 2017-18 school year.

b. In addition, employees who are employed as of July 1, 2017, shall receive an off-schedule bonus in the amount of $650 (Six Hundred Fifty Dollars) before December 25, 2017 (pro-rated for less than full-time employees; i.e., those employees regularly scheduled to work less than 30 hours a week). This payment will be made to those employees who are still employed by the District as of the date that such payment is made.

2. For employees on steps:

a. It is understood and agreed that because the District received additional local revenues in excess of $12 million for the 2016-2017 school year, excluding one-time payments, that, in accordance with the parties' agreement of October 17, 2016, bargaining unit members on steps in the 2016-17 school year shall move one full step on the wage schedule as of

the beginning of the 2017-18 school year. For example, a bargaining unit employee who was on step 2 of his/her respective wage schedule during the 2016-17 school year shall move to step 3 of the schedule as of the beginning of the 2017-18 school year.

b. Employees on steps other than on the top of the wage schedule shall receive an on-schedule wage increase of 3.0% as of the payroll period following the beginning of the second semester of the 2017-18 school year.

c. In addition, employees who are employed as of July 1, 2017, shall receive an off-schedule bonus in the amount of $250 (Two Hundred Fifty Dollars) before December 25, 2017 (pro-rated for less than full-time employees). This payment will be made to those employees who are still employed by the District as of the date that such payment is made.

d. In addition, employees who are employed as of July 1, 2017 shall also move one step on their respective wage schedule as of the payroll period following the beginning of the second semester of the 2017-18 school year.

B. <u>2018-19 School Year</u>

1. For employees at the top step of the wage schedule:

a. Employees at the top step of their respective wage schedules shall receive an on-schedule wage increase of 3.0% as of the payroll period following the beginning of the second semester of the 2018-19 school year.

b. In addition, employees who are employed as of July 1, 2018, shall receive an off-schedule bonus in the amount of $650 (Six Hundred Fifty Dollars) before December 25, 2018 (pro-rated for less than full-time employees). This payment will be made to those employees who are still employed by the District as of the date that such payment is made.

2. For employees on steps:

a. Employees on steps other than the top of the wage schedule shall receive an on-schedule wage increase of 3.0% as of the payroll period following the beginning of the second semester of the 2018-19 school year.

b. In addition, employees who are employed as of July 1, 2018, shall receive an off-schedule bonus in the amount of $250 (Two Hundred Fifty Dollars) before December 25, 2018 (pro-rated for less than full-time employees). This payment will be made to those employees who are still employed by the District as of the date that such payment is made.

c. In addition, employees who are employed as of July 1, 2018 shall also move one step on their respective wage schedule as of the payroll period following the beginning of the second semester of the 2018-19 school year.

For both 2017-18 and 2018-19, all percentage wage increases and additional movement on steps (excluding step movement based upon the 2016-17 agreement) are to be implemented at the beginning of the payroll period following the second semester.

C. **2019-20 School Year**

There will be a wage re-opener for the 2019-20 school year, provided, however, that there will be no reduction of wages or other forms of monetary compensation for bargaining unit members for that school year. The parties will meet and collectively bargain in good faith on this wage re-opener and engage in discussions on overtime rules ("160-hour overtime rule") beginning in March 2019, upon request of either party, with such meetings to be held at mutually-agreed dates, times, and locations.

ARTICLE 13 – SALARY SCHEDULES

The salary schedule is attached as Schedule A.

ARTICLE 14 – COMPUTATION OF BACK WAGES

Pursuant to Fair Labor Standard Act ("FLSA"), claims related to wages or fringe benefits must be brought within two (2) years from the date it is reasonable to assume that the union and/or the individual first became aware of the situation giving rise to the claim.

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 District in settlement of any meritorious back wage claim, the District may deduct earnings of the employee from any source so that the earnings of the employee during the back wages period will not exceed the earnings the employee would have received from the District had he/she been employed by the District at his/her regular rate of pay.

ARTICLE 15 – OVERTIME AND SHIFT DIFFERENTIAL

A. **Overtime Pay:** Effective July 28, 2012 or a date to be specified thereafter, time and one-half will be paid to all District employees covered by this Agreement for actual hours worked in excess of 160 hours during the 28 day work period. For purposes of this section, the phrase "actual hours worked" shall be consistent with the definition of hours worked pursuant to FLSA which means actual hours worked with the inclusion of vacation, personal business and holiday hours counted towards the actual hours worked.

B. **Shift Differential:** A shift differential of $.50 shall be paid for all hours worked for those working the afternoon shift (shift scheduled to begin between 1:00 pm and 3:00 pm), and a shift differential of $.75 for all hours worked on the midnight shift (shift scheduled to begin between 9:00 pm and 11:00 pm), which shall include the weekends.

C. **Overtime Schedule:** It is understood and agreed that overtime schedules will be posted.

ARTICLE 16 – EMPLOYEE BENEFITS

The current health care plans and other insurance benefits which are set forth in the signed and approved "Tentative Agreement between the DPSCD, the DFT, and the Coalition of Unions" (with attachments, dated October 31, 2016) will remain in effect through December 31, 2018. The parties will engage in good-faith collective bargaining over health and other insurance benefits to be effective January 1, 2019, and may do so on a coalition basis with other Unions, starting in March 2018.

All fulltime District employees covered by this Agreement may elect for themselves and eligible dependents to receive health, dental and optical insurance coverage as provided below.

Employees must apply for coverage within thirty (30) days of initial employment or during open enrollment periods.

All District employees covered by this Agreement shall be required to pay a portion of the premium for health insurance as determined by the District.

A. Health Insurance:

Eligible employees who elect health insurance coverage will be eligible to receive coverage and will be required to pay 20% of the annual premium cost via payroll deduction.

Health insurance coverage will be provided to eligible employees as prescribed by the Detroit Public Schools Community District Summary Plan Description (Benefit Enrollment Guide).

B. Dental and Optical Insurance:

Dental and optical insurance coverage will be provided to eligible employees as prescribed by the Detroit Public Schools Community District Summary Plan Description (Benefit Enrollment Guide).

Dependent children enrolled in school as full-time students shall receive dental and optical coverage until age twenty-five (25).

C. Life Insurance (employee only):

The District shall underwrite the cost of group life insurance for all members of the bargaining unit. The policy shall provide the payment of $25,000 to the employee's designated beneficiaries or the employee's estate if the employee should die while in the active service of the District.

ARTICLE 17 – RETIREMENT CONTRIBUTION, BADGE AND IDENTIFICATION

A. Retirement Contribution

The District will pay the retirement contribution to the Michigan Public School Employees' Retirement System for District employees of this bargaining unit, as required by law.

B. Retirement Badge and Identification

Upon retirement with a retirement allowance, in accordance with the qualifications established by the Michigan Public School Employees' Retirement System as applicable to District employees, an employee shall be eligible to receive a retirement badge and identification, upon providing the District with evidence of retirement in a form and format to be determined by the District

ARTICLE 18 – WORKER'S COMPENSATION

A. Workers' Compensation

The District shall provide Worker's Compensation insurance for all employees covered by this Agreement in compliance with the laws of the State of Michigan.

An employee will maintain employment for a maximum period of one (1) year from the date of injury while receiving workers' compensation benefits. An employee will continue to receive health insurance and life insurance benefits during the above referenced one (1) year employment period as long as he continues to receive workers' compensation for that one year period. Upon termination from employment with the District all benefits will end (workers' compensation will apply as provided by the laws of the State of Michigan). The one (1) year time period does not recommence unless or until an individual has returned to work for 30 days or more.

Failure to return to work within the one (1) year period will be considered a voluntary quit/termination.

ARTICLE 19 – VACATION BANK AND HOLIDAYS

VACATIONS

A. Effective July 1, 2012, all District employees covered by this Agreement shall receive vacation days with pay. District employees hired before July 1, 2012, shall receive twenty-five (25) vacation days to be accrued at the rate of .97 per every two weeks worked.

New Hires: All unit members hired after July 1, 2012, will receive vacation days according to the following formula:

Length of Service within DPSCD	Number of Days	Formula
0-1 year	10 days	.39 biweekly pay periods
2-3 years	15 days	.57 biweekly pay periods
4+ years	20 days	.77 biweekly pay periods
20+ years	25 days	.97 biweekly pay periods

Vacation may not be taken until after sixteen (16) weeks of employment.

B. There will be two months in which vacation days are restricted:

1. The last week of school in the month of June before summer break, and
2. The first two weeks of the beginning of the school year during the month of September.

All vacation leave request will be subject to the approval of management depending upon the personnel needs of the Department. All vacation requests are subject to change if the appropriate administrator declares an emergency situation.

C. Members who plan to use vacation time must notify management in writing 20 days in advance of the upcoming 28-day work period for staffing and scheduling purposes.

Only 10% of shift personnel are allowed to be on vacation at the same time. During the District's scheduled school breaks, i.e., summer, Christmas, winter, and spring, more than 10% of the members can request vacation days based on operational needs (i.e., District training, sporting, and social events) during those periods.

Police officers and campus security police officers must submit the usage of their vacation days by April 30 (accordingly, all vacation requests for the month of June must be submitted by April 30th as well).

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

HOLIDAYS

A. All District employees, who are covered by this Agreement, shall be paid for the following holidays: Labor Day, Thanksgiving Day, day following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Good Friday, and Memorial Day, and July 4th. If any of the above holidays fall on a Saturday, the proceeding Friday shall be observed as the holiday; if the holiday falls on Sunday, Monday shall be observed as the holiday.

B. As in the 2016-17 school year, Veteran's Day is no longer a half-day District holiday, and bargaining unit members shall again work a full day on the day Veteran's Day is observed in both 2017 and 2018.

C. As in the 2016-17 school year, bargaining unit members shall not work, but be paid one-half (1/2) day off with pay on the day before Thanksgiving in both 2017 and 2018. In addition, bargaining unit members with vacation time may again also choose to use one-half (1/2) day vacation on such days.

D. A District employee covered by this Agreement shall be eligible for the paid holiday provided he/she works both the day before and the day after such holiday, or is receiving pre-approved sick (other than personal business), or vacation pay or is on scheduled leave day (off day).

ARTICLE 20 – SICK LEAVE BANK

Effective July 1, 2012 each year all District employees covered by this Agreement shall accumulate sick leave at the rate of twelve (12) days a year, to be accrued at the rate of .46 days for each biweekly pay period worked.

A. **New Hires:** Effective July 1, 2012, all new hires will accumulate five (5) sick days the first year, to be accrued at the rate of .19 days for each bi-weekly pay period worked. The second year and thereafter, the employee will accumulate twelve (12) days a year, to be accrued at the rate of .46 days for each biweekly pay period worked.

All District employees covered by this Agreement are to utilize their days from the sick bank in either four (4) hour increments or eight (8) hour increments. The increments are subject to modification by the DPSCDPD.

B. **Personal Business Days:**

All District employees of the bargaining unit shall be able to use up to three (3) days for personal business which shall be deducted from the employee's sick leave bank. Said personal business days will have no bearing on the employee's attendance record. Personal business days must be utilized in either four (4) hour increments or eight (8) hour increments. Personal business days may not be used to extend a holiday. The increments are subject to modification by the DPSCDPD.

C. An employee not able to return to work following four (4) consecutive days of absence for Personal Illness may return to work after submitting to Employee Health Services a return to work statement from his/her doctor and/or the District's designated Physician, except if the employee's absence is related to an approved intermittent FMLA leave.

D. After four (4) consecutive workdays of sick leave the employee must furnish a statement from his/her physician on a District approved form, in order to secure his/her next paycheck.

E. The District may implement a schedule of discipline based upon suspected abuse of sick bank by any unit member.

ARTICLE 21 – LEAVE

For eligible employees (one year of service and 1,250 hours worked in past 12 months), illness leaves shall be governed by the Family and Medical Leave Act (FMLA) of 1993.

A. Upon approval of the Human Resources Office of Employee Health Services, illness leaves may be granted to District employees covered by this Agreement. Leaves of absence will not exceed one (1) year and are within the sole discretion of the District. The one year time period will incorporate all leaves of absences such as an illness leave, workers' compensation leave, or an unpaid leave of absence and all leaves of absences will run concurrently. The one year time period does not recommence unless or until an individual has returned to work for 30 days or more.

B. Upon expiration of the approved illness leave, the employee may be eligible for a position within the District for which they are qualified, if the employee provides the Human Resources Office of Employee Health Services with documentation that he/she is medically qualified to perform the essential duties of the job, with or without accommodations and the employee would not have been subject to layoff during the leave period. Failure to provide the Office of Employee Health Services with the documentation within the contractually required time will be considered a voluntary quit/termination.

C. An employee returning from a leave of absence may, at the District's discretion, be required to have a medical examination by the District's designated Physician. Form(s) provided by the personal physician is required for return from leave of absence for illness (but not for FMLA to care for a family member or if on intermittent FMLA).

D. The decision of the Human Resources Office of Employee Health Services in this Article is binding.

E. District employees covered by this Agreement are not permitted to work a second job while on approved leave – illness or FMLA. Those employees who fail to abide by this section of the article will be subject to discipline up to and including termination. In addition, the employee may be subject to reimbursement for health benefits costs paid on the employee's behalf and other benefits as applicable.

ARTICLE 22 – MATERNITY LEAVE

Employee absences from work, except as specifically provided otherwise in this Article, which are associated with pregnancy, childbirth and child care, shall be subject to the respective regular School District provisions as applicable for approved illness absence.

For eligible employees (one year of service and 1,250 hours worked in past 12 months), maternity leaves shall be governed by the Family and Medical Leave Act (FMLA) of 1993. Under the FMLA, eligible employees are allowed up to 12 weeks (in a rolling 12-month period) of job and benefit protected leave.

ARTICLE 23 – BEREAVEMENT LEAVE

Absence due to death of a member of the immediate family may be charged to sick leave to the extent of one (1) to five (5) 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. All bereavement leave days must be taken within seven (7) consecutive calendar days of the day of death:

    a. If employee works on a day of death; the allowable days do not include the day of death, but begin with the first scheduled working day immediately following the day of death.

    b. If day of death is a scheduled workday and employee does not work on that day the days allowed begin with and include the day of death.

    c. If day of death is not a scheduled workday or occurs during vacation periods the days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven (7) consecutive calendar days including day of death.

ARTICLE 24 – PROBATION PERIOD

Employees newly appointed or assigned to a regular position in the unit, either as a Campus Security Police Officer or Police Officer shall be considered probationary employees for the first twelve (12) months of active employment within the DPSCD Police Department. The District may extend the probation period for an additional ninety (90) days of active service (one time only) after sending notification, in writing, to the Union.

ARTICLE 25 – DISCHARGE AND DISCIPLINE

Consistent with the standard of arbitrary and capricious, discipline procedures will be determined by the Superintendent or Chief Executive Officer ("CEO") (or designee). Such procedures will include:

A. The District employee covered by this Agreement and the union must be notified in writing of the purpose of a conference or hearing with the administrator or unit head when discipline of a written reprimand, suspension or termination is contemplated. Such notice must include the statement of charges and/or work rule violation(s). The notice must also state that the District employee has the right to union representation.

B. Unless mutually agreed to by the parties, the hearing or conference of the employee 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.

C. If the employee's discipline is in the form of a suspension, then his/her suspension shall be without pay. If the employee's work rule or District policy violation is an action against the District, then at the District's discretion, the member may be suspended without pay during the investigation of the matter. Suspensions without pay against bargaining unit members may be grievable in accordance with the grievance procedure as contained in Article 25 in this Agreement.

D. Disciplinary action taken against District employees considered improper by the member or the Union may be grieved in accordance with the grievance procedure as contained in Article 25 in this Agreement.

ARTICLE 26 – GRIEVANCE PROCEDURE

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

Step 1: Complaints, grievances, or disputes arising out of the operation and interpretation of this Agreement shall be presented in writing to the appropriate administrator or his representative within fourteen (14) calendar days from the time that the event took place or within fourteen (14) calendar days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance.

Upon receipt of the grievance, the appropriate administrator or the applicable unit head shall arrange for a conference within seven (7) calendar days after receipt of the grievance.

The grievant may be heard personally and may request representation by the Union.

The appropriate administrator shall render a decision and communicate it in writing to the grievant, the Union, and the District's Office of Labor Relations within seven (7) calendar days after the completion of the conference.

Step 2 – Appeal to the Superintendent or CEO (or designee): Within twenty-one (21) calendar days after receipt of the decision of the Chief of Police or the applicable unit head, the Union may appeal to the Superintendent or CEO (or designee) (through the Office of Labor Relations) the decision rendered by the Chief of Police or the applicable unit head. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the Chief of Police or the applicable unit head.

The Transition Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) shall meet with the parties concerned within twenty-one (21) calendar days after receipt of the appeal request. Within twenty-one (21) calendar days after the conference, the Superintendent or CEO (or designee) shall render a written decision which shall be forwarded to the Union, and the Chief of Police 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-one (21) calendar 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 arbitration. If the parties are unable to agree upon an arbitrator within seven (7) calendar days of notice to arbitrate, the party demanding arbitration shall refer the matter to the Michigan Employment Relations Commission, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute at his discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing no later than thirty (30) calendar days from the date of the close of the arbitration hearing. The arbitrator's opinion shall be final and binding on all parties.

2. Or if either party so requests, the District and the 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 twenty-one (21) calendar days from the date a written decision is furnished in accordance with the provisions set forth above, unless an extension is agreed upon in writing shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual, written consent.

Procedures for Grievances Not Under the Jurisdiction of the Chief of Police or Application Unit Head: The Union shall submit any such grievance in writing to the Superintendent or CEO (or designee) through the Office of Labor Relations within

twenty-one (21) calendar days following the act or condition which is the basis for the grievance.

The Superintendent or CEO (or designee), or his/her designated representative, shall meet with the concerned parties. Within twenty-one (21) calendar days after receipt of the grievance, the Superintendent or CEO (or designee) shall render a written decision which shall be forwarded to the Union. The decision of the Superintendent or CEO (or designee) and/or his/her designated representative may be appealed to arbitration under the provisions of Step 3 above.

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

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

The attendance or presence at any grievance conference and/or arbitration 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.

ARTICLE 27 – LAYOFF

A. Layoff means a reduction in the work force due to a reduction in work or economic necessity.

B. If a layoff becomes necessary, the following procedure will be followed: Regularly appointed District employees of the bargaining unit will be laid off in accordance with and subject to District criteria, including but not limited to, performance, attendance, disciplinary record, and job classification as a PO or CSPO, respectively, and their special skill.

C. When conditions exist that allow the District to provide notice of layoff, employees covered by this Agreement to be laid off will be provided five (5) calendar days' notice subject to applicable state law and District policy.

D. District employees covered by this Agreement are laid off at the end of the third (3rd) day of another unit's work stoppage unless otherwise notified by the District. District employees covered by this Agreement are to return to work on the day indicated in the notice, and such notice may include one or more methods of communication. If the District recalls with the intent to reopen, the District shall have the right to lay off employees again without the need for any specific notice in the event schools do not open or schools open and are subsequently closed.

E. Upon notice of recall from a layoff under Section D, employees will be expected to return to work on the day indicated in the notice, which may be as soon as the

day on the notice. Such notice to include any one, or combination of the following methods:

1. Communication through Media Outlets:
2. Electronic Mail;
3. Posting on the District's website;
4. Direct Mail;
5. Any other means agreed to by the parties to adequately inform employees

F. In addition, to one of the above, the District may also use any other means agreed to by the parties to adequately inform the employees.

G. In the event that the District recalls employees laid off due to work stoppage with the intent to reopen schools, the District shall have the right to lay off employees in the event school do not open, or schools open and are subsequently closed, the following day without the need for any specific notice.

ARTICLE 28 – RECALL PROCEDURE

A. Employees laid off through the procedure as stated in the above article shall be maintained on a recall list for a period of one (1) year from the date of layoff.

B. District employees in this bargaining unit will be recalled from layoff in accordance with and subject to District criteria, including but not limited to, performance, attendance, disciplinary record, and job classification as a PO or CSPO, respectively, and their special skills. The tie-breaker will be classification seniority and years with the District.

C. Notice of recall shall be sent by regular U.S. mail and/or e-mail to the employee at his/her last known address(es). It shall be the responsibility of the employee to notify the Human Resources Information Department of any change of mailing or email addresses and telephone number immediately after such change.

D. The District will utilize the following formula in determining recalls: (1) Performance Evaluation; (2) Attendance for the current fiscal year; and (3) Discipline Record for the past three years. The tie-breaker will be classification seniority and years with the District.

E. Recalled employees shall be considered to have voluntarily quit and will lose recall rights and the District shall be under no further obligation to the employee if they:

1. Do not return to work as directed by the District within five (5) calendar days of the date of the notice of assignment letter or three (3) calendar days if notified by telephone or email (absent extenuating circumstances as determined by the District).

2. Separate from the District (resign or retire under the terms of any retirement program).

3. Do not return at the expiration of a leave of absence.

ARTICLE 29 – VETERANS – RESERVES – EDUCATION

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

ARTICLE 30 – VETERANS' RIGHTS

A. An employee entering any of the armed services or reserves of the United States will be granted a leave without pay for any leave covered by the Uniform Services Employment and Reemployment Rights Act when enrolled and assigned to active duty.

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

ARTICLE 31– PERSONNEL FILE

A. An employee's official personnel file shall be maintained by the Division of Human Resources.

B. An employee may review his/her personnel file at the Division of Human Resources.

C. No discipline action will be placed in the employee's personnel file unless the documentation is provided to the employee. If the employee refused to accept a copy of the discipline action, then it can be placed in his personnel file.

D. Disciplinary actions shall be removed, upon the employee's request, from an employee's official personnel file two years after the issuance of the discipline and provided there has been no further discipline within the two year period and the employee is not currently in the discipline process for another offense. The removal of the discipline from the personnel file is at the discretion of the District.

ARTICLE 32– PERFORMANCE EVALUATION

The parties will utilize the District wide Employee Performance Evaluation Process and the rating form will be placed in the employee's personnel file. The performance evaluation tool 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

ARTICLE 33 – SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the local business agent or his designated representative and the District 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 District and at least two (2) and not more than four (4) representatives of the Union. Arrangements for such special conferences shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the Agenda. Conferences shall be held on a date mutually convenient to the parties during the regular workday, unless some other time is mutually agreed upon. The members of the Union shall not lose time or pay for the time spent in such special conferences. The members of the Union shall not receive pay for special conferences that occur outside of their regular work day or work hours.

ARTICLE 34 – OUTSIDE EMPLOYMENT

Outside employment shall not interfere with an employee's employment obligations with the Detroit Public Schools Community District.

An employee may engage in outside business activity or outside employment provided it is not inconsistent or incompatible with or does not interfere with the proper discharge of the employee's duties and responsibilities as an officer with the District. The employee must disclose in writing on a form to be provided by the District, the name, address and telephone number of the additional employer and the work schedule of the employee. Failure to disclose such employment will subject the employee to disciplinary action up to and including termination.

Approval for outside employment must be obtained from the Chief of the DPS Police Department and shall be valid for a period of one (1) year. Renewal approval is due on an annual basis from the date of original approval.

Officers may not be in DPSCD Police Department uniform when engaged in outside employment. Additionally, officers may not carry or use any equipment or accessories issued by the District while engaged in any outside business activity or outside employment in private or personal security.

ARTICLE 25 – UNIFORMS

The District will provide the employee with an annual uniform allowance for the purchase of uniform equipment for specific items approved by the Department.

The annual uniform allowance shall be as follows: for the 2017-2018 school year $350.00; for the 2018-2019 school year $400.00; for the 2019-2020 school year $450.00 for each officer is up to, but will not exceed, the amounts above annually. Payment of the allowance shall occur in July of the year in which it is due, but no later than October 1st.

The wearing of summer uniform will begin May 1st and commence through September 30th. The District employee covered by this Agreement is not compelled to wear ties during the summer months. The District employee must be in full uniform at all times, consistent with the quality and dress standards set by the Department The failure to do so will subject the individual to disciplinary actions.

ARTICLE 36– DRUG TESTING AND CRIMINAL HISTORY RECORD CHECK

A. **Drug Testing.** The parties recognize that the District has a substantial interest in a drug free Detroit Public Schools Community District Police Department. Unit members will be subject to drug testing on a random basis without regard to individualized suspicion no more than four (4) times per calendar year. All testing and related procedures will be conducted through the District's Office of Employee Health Services. The District reserves the right to drug screen its employees whenever there is a suspicion of drug and alcohol use.

B. **Criminal History Record Check.** In the event that a District employee covered by this Agreement is laid off (or on an approved leave of absence or otherwise separated from the District) for six months or more, he/she shall be subjected to a criminal history record check which includes fingerprinting at the employee's expense and a drug test before he/she is returned to service with the District.

ARTICLE 37 – LEGAL COUNSEL

In the event a Complaint and Summons is lodged against an officer who is named as defendant for actions taken by him/her in his/her representative capacity as an officer for the District, the District shall, upon request, provide legal assistance and/or representation if necessary, through its Office of the General Counsel or to other designated counsel, provided that:

1. A copy of the Complaint and Summons is transmitted to the Office of the General Counsel within seven (7) calendar days of service upon the defendant officer together with a covering letter from the Teamsters Local 214 union President or his designee requesting legal assistance.

2. Pursuant to District investigation and determination, the officer(s) named was acting consistent with and within the scope of his/her proper administrative duties and responsibilities and within his/her official representative capacity as District officer.

3. Pursuant to District investigation and determination, such officer has acted in full accord with District policy in carrying out functions that give rise to the legal action and the officer fully cooperates with the District's investigation and defense of the legal action.

4. There has been no illegality or criminality on the part of the officer.

The provision of legal advice and/or representation herein shall not apply to any officer who, in his/her individual capacity, engages in actions outside the scope of his/her authorized duties.

ARTICLE 38 – SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE 39 – MILEAGE

The District employees covered by this Agreement will utilize their own vehicles for court appearances and/or other assignments as requested by the Chief of Police and/or his designee. The District will reimburse the employee the current IRS rate for mileage up to 500 miles per month and the individual's parking upon proof of receipt.

ARTICLE 40 – CANINE OFFICER

Effective July 12, 2014, canine officers shall be allowed to end his or her shift one-half (½) hour early which would give the canine officer a seven and one half (7½) work day as opposed to their present eight (8) hour work day.

ARTICLE 41 – CHANGE AND TERMINATION

The contract will terminate effective June 30, 2023 unless the parties mutually agree in writing to extend the contract.

2023-2024

AMENDMENTS

TENTATIVE AGREEMENT
Detroit Public Schools Community District
and
Teamsters Local 214
POLICE OFFICERS
July 1, 2023 – June 30, 2024

TERMS:

1. A collective bargaining agreement of one-year duration effective July 1, 2023 and expiring June 30, 2024.

2. 5% increase for all bargaining unit members.

3. **Longevity Supplement:** Unit members as of June 30, 2023 who have 10 or more years of service with the District (and its predecessor the Detroit Public Schools) shall receive longevity supplement in the amount of $1,200.00. The District shall pay this longevity supplement in a separate pay advice in July 2024. To receive this supplement, employees must maintain their employment for the 2023/24 school year.

4. **December Retention Bonus:** All bargaining unit members on the payroll as of December 1, 2023, will receive a $2,000.00 December Retention Bonus to be paid through a separate pay advice in the last payroll in the month of December 2023.

5. **Modify Article 19.A. – Vacation Banks and Holidays** to include June19th (Juneteenth) as a paid Holiday.

6. **Uniforms:** Unit members shall receive a seven hundred fifty ($750.00) dollar uniform allowance in the 2023-24 school year. New employees hired with over six months left in the fiscal year will receive the entire annual allowance. Those hired with less than six months in the fiscal year will receive an amount pursuant to the Employer's discretion.

7. The parties agree to continue discussions in future negotiations regarding: 1) Uniform Vouchers and 2) Call-in Procedures for Absences.

8. The contract provisions of the current collective bargaining agreement not otherwise set forth above shall continue.

For the Union:

Joseph Valenti (Sep 20, 2023 18:18 EDT) — Sep 20, 2023

Signature **Date**

Signature **Date**

For the District:

Luis Solano (Sep 20, 2023 18:19 EDT) — Sep 20, 2023

Signature **Date**

Gwendolyn Anderson — Sep 20, 2023

Signature **Date**

Approved: 9/21/2023

Nikolai P. Vitti, Ed.D, General Superintendent

2021-2023
AMENDMENTS

TENTATIVE AGREEMENT
BETWEEN
THE DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT (Employer)
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEUR, WAREHOUSEMEN AND HELPERS (Union) ON BEHALF OF POLICE OFFICERS ONLY

December 2, 2021

1. **OVERTIME.** The Employer and the Union (collectively the "Parties") agree to elimination of the"160 Hour rule" and agree that the work period is defined as 14 consecutive work days and, effective upon a date to be agreed upon, bargaining unit members in the classification of Police Officer (Members) will receive overtime after exceeding 80 hours worked in a 14 day pay period.

2. **COVID MITIGATION.** The Parties agree that Members shall receive a $2000 COVID Mitigation stipend payable each year, over the life of a 2-year contract, for a total of $4,000. The premium is for bargaining unit members who, as essential workers, had to be and continue to be physically present at their jobs at all times during the pandemic to meet the daily needs of the Employer. The District shall pay this premium in December of each of the following school years: 2021-2022 and 2022-2023.

3. **WAGES.** The Parties agree that all bargaining unit Members' shall be paid a wage of twenty-five ($25.00) dollars per hour for the term of this Agreement.

4. **ANNUAL RETENTION.** The Parties agree to an annual retention premium payment of $1,000 for those who, as essential workers with 10 or more years service as of June 30,2021 and June 30,2022 in any full time job positions with the Employer (and its predecessor the Detroit Public Schools), responded to safety and public health issues and needs during the COVID -19 public health emergency by being physically present at their jobs. The District shall pay this retention supplement in the last paycheck of the school year in 2021-2022 and in the last paycheck in 2022-2023 or, soon as practicably possible in a separate pay advice.

5. **PAYOUT FOR UNUSED SICK LEAVE.** The Parties agree that, upon retirement pursuant to the qualifications established by the Michigan School Employee Retirement Plan , Members will be paid one-half of their unused sick leave days , with a maximum allowance of thirty (30) days' pay.

6. **UNIFORMS.** The Parties agree that Members receive an annual two hundred and fifty ($250.00) dollars "cleaning and upkeep allowance" as well as a five hundred ($500.00) dollar uniform "voucher allowance". New employees hired with over six months left in the fiscal year will receive the entire annual allowance. Those hired with less than six months in the fiscal year will receive an amount pursuant to the Employer's discretion.

7. **SCHEDULING OVERTIME.** The Parties agree that unscheduled overtime shall be implemented and assigned as follows:

   A. When there is an overtime shift opening the Employer shall first ask for volunteers from those working the previous shift to stay over.

   B. If no Member on the previous shift volunteers the Employer shall offer the opportunity to volunteer for the overtime shift to members not working the previous shift. Though the Employer will use *best efforts* to *equalize* overtime it is not required to do so.

   C. If, after the selection process has cycled through the list without any member volunteering to work the shift, Members may be ordered in by the Employer by *inverse seniority* to work the shift , or any portion of the shift remaining to be filled.

   D. A Member may be disciplined for refusing to work an overtime shift ordered pursuant to these provisions.

8. **DURATION.** Parties agree that this collective bargaining agreement shall be of two years duration effective July 1, 2021 and expiring June 30,2023.

9. The parties agree to create an independent agreement for Campus Security Police Officers that codifies the District and the Union's imperatives.

10. All other terms of the Parties' Collective Bargaining Agreement not otherwise modified by the Tentative Agreement shall remain in full force and effect.

11. The parties understand, acknowledge, and agree that the terms of the Tentative Agreement must still be converted into final contract language that both parties will have to review and approve.

12. This Tentative Agreement is not enforceable until fully ratified by the Employer and the Union and approval of the Board of Education.

For the Union:	For the District:
Joseph M Valenti (Dec 13, 2021 09:53 EST)	Luis Solano (Dec 13, 2021 10:11 EST)
Signature	**Signature**
	Gwendolyn Anderson (Dec 13, 2021 10:34 EST)
Signature	**Signature**
Signature	**Signature**
Dec 13, 2021	Dec 13, 2021
Date	**Date**

Approved: Dec 14, 2021

Nikolai P. Vitti, Ed.D, General Superintendent
Detroit Public Schools Community District

2020-2021
AMENDMENTS

The Detroit Public Schools Community District
and
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 214
Police Officers/Campus Security Police Officers

TENTATIVE AGREEMENT
December 16, 2020

1. A one-year collective bargaining agreement effective July 1, 2020 and expiring June 30, 2021.

2. Base wage-increase of 2% for bargaining unit members effective January 30, 2021.

3. Teamsters bargaining unit members shall receive a one-time Two-Thousand Dollar ($2000.00) bonus paid on a separate pay advice on or before March 31, 2021. Unit members must be an active employee on payroll at the time the bonus payment is issued.

4. The provisions of the current collective bargaining agreement, as well as any letters of agreement, letters of understanding, or other memorialized agreements between the parties, not otherwise set forth above shall continue.

5. This Tentative Agreement is contingent on ratification by the Union and the Board of Education.

For the Teamsters Local 214:
JOSPEH M. VALENTI
JOSPEH M. VALENTI (Dec 17, 2020 11:28 EST)

Date: Dec 17, 2020

For the District:
Andre Poplar
Andre Poplar (Dec 17, 2020 11:34 EST)

Date: Dec 17, 2020

Approved: _____
Nikolai P. Vitti, Ed.D., General Superintendent

2019-2020
AMENDMENTS

Detroit Public Schools Community District
And
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 214
Police Officers and Campus Security Police Officers
2019-2020 Wage Re-Opener

TENTATIVE AGREEMENT

September 4, 2019

- All bargaining unit members will receive a 3% wage increase – effective the first day of the second semester of the 2019-20 school year.
- The position of Detective shall be added to the bargaining unit and shall receive a wage that is 5% higher than their current step on the Police Officers wage scale.
- All bargaining unit members on the payroll as of the date of the bonus payment will receive a one-time $800 bonus in an off-cycle check before December 25, 2019.

This Letter of Agreement solely addresses the 2019-20 salary/wage re-opener between the parties. The provisions of the current collective bargaining agreement, as well as any addenda, letters of agreement, letters of understanding, or other memorialized stipulations between the parties, not otherwise set forth above shall continue.

For the District:

Title: Executive Director Labor Relations

Title: Deputy Supt., HR

Date: 9/4/19

For the Union:

Title: President

Conrad Green

Title: Steward, C.S.P.O. PO

Date: 9/4/19

Nikolai P. Vitti, EdD., General Superintendent

9/4/2019
Date