# AGREEMENT

between the

**DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT**

and the

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS**

LOCAL 214 – AFL-CIO

**POLICE LEIN**
**COMMUNICATIONS OPERATORS**

**JULY 1, 2023 – JUNE 30, 2024**

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**THIS AGREEMENT** is entered into, effective July 1, 2021, between the Detroit Public Schools Community District, hereinafter referred to as the "District" and the Teamsters Local 214, hereinafter referred to as 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 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

A. This Collective Bargaining Agreement between the District and the Union establishes that the Union is the sole and exclusive bargaining representative for all unit members classified as Police LEIN/Communications Operators. The District does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, for the term of this Agreement of all employees of the District classified as Police LEIN/Communications Operators. This Agreement covers only employees classified as Police LEIN Communications Operators.

B. 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.

## ARTICLE 2 – UNION FEES AND DUES

A. The District is prohibited from assisting the Union in collecting dues or service fees from wages of District employees.

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 Union will have access to all policies and procedures adopted by the District.

D. 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 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Consistent with the terms of this Agreement:

A. 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 rights to govern and manage the District in all respects, except as to limitations on the right to govern and manage that are specifically set forth in this Agreement. However, all District policies and procedures of which the Union has notice and which do not conflict with the Collective Bargaining Agreement are part of the Collective Bargaining Agreement. The parties both recognize the possibility that emergency situations may arise in which prior notification is not feasible.

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

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

D. The Union recognizes the prerogatives of the District to operate and manage its affairs in all respects in accordance with its responsibilities.

E. The District reserves the right to discipline and discharge pursuant to the arbitrary and capricious standard. The District 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 Detroit Public Schools Community District Police Department (the "Police Department") to effectively provide service for the District, 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 4 - 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 District will comply with all state statutes governing age discrimination.

## ARTICLE 5 - 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 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 unit against the District, 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 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 - STEWARDS

A. The District recognizes the right of the Union to designate one (1) steward and one (1) alternate steward.

B. 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 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 supervisor. The failure of a supervisor to grant reasonable time off may be the subject of a grievance.

## ARTICLE 8 - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local Union President or his/her 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 on 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 9 - 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/her 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 the Police or the applicable supervisor. 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 the Police Department or the applicable supervisor.

The Superintendent or CEO (or designee) or his/her designated representative 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) or his/her designed representative 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. 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 his /her opinion at his/her 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 /her 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.

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

## ARTICLE 10 - 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/her 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 an amount equal to the interim earnings of the employee from any source (including, but not limited to, unemployment) so that the earnings of the employee during the back wage period will not exceed the earnings the employee would have received from the District had he been employed by the District at his/her regular rate of pay.

## ARTICLE 11 - DISCHARGE SUPERVISION AND DISCIPLINE

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

A. The bargaining unit member must be notified in advance in writing of the purpose of a conference or hearing with the Chief of Police or applicable supervisor when discipline is contemplated. Such notice must include the statement of charges and/or work rule violation(s). The notice must also state that the bargaining unit member has the right to union representation.

B. Unless mutually agreed to by the parties, the hearing or conference of the bargaining unit member will be held no later than thirty (30) calendar days from the date the investigation based upon the charges and/or work rules is concluded. The person bringing charges cannot chair a hearing. A written summary including the decision will be provided to the affected unit member. If it is serving in a representative capacity, a copy to the Union will also be provided.

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

## ARTICLE 12 - LAYOFF

The following procedure shall be used when a layoff of employees occur which is deemed necessary by shortage of funds or lack of work:

A. Regularly appointed 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 special skills. The tie-breaker will be classification seniority and years with the District.

B. Employees being laid off shall have five (5) calendar days' notice, in writing, with a copy being sent to the Union.

C. Unit members will be considered laid off at the end of the third (3rd) day of a work stoppage of the school system by another bargaining unit, unless otherwise notified by the Superintendent or CEO (or designee) or designee. Such notice to the contrary may include a different date for the layoff which will not be earlier than the third day of work stoppage, but may be any day following the third day of work stoppage.

D. Upon notice of recall from a layoff under Section C, 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.

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.

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

## ARTICLE 13 - RECALL

A. 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 special skills. The tie-breaker will be classification seniority and years with the District.

B. 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.

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. 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 14 – PROBATIONARY PERIOD

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 within the DPS Police Department in the position of LEIN Operator. The District may extend the probation period for an additional ninety (90) days of active service after notification, in writing, to the Union.

## ARTICLE 15 - 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 ("Employee Health Services"), illness leaves may be granted to members of this bargaining unit. 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 Office of Employee Health Services in this Article is binding.

## ARTICLE 16 - 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.

A. Included in immediate family membership: husband, wife, children, father, mother, grandfather, grandmother, brothers, sisters, mother-in-law, father-in-law, and any other relative or non-relative living and making his/her home in the household of the employee.

B. The working days allowed must be consecutive scheduled working days. All bereavement leave days must be taken within seven (7) consecutive calendar days of the day of death:

1. 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.

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

3. If day of death is not a scheduled work day or occurs during vacation 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 17 - VETERANS

A. Nothing in this Agreement shall abridge the rights and preferences of Veterans and members of the armed force reserves, as provided by federal and state laws.

B. 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.

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

## ARTICLE 18 - VACATION AND HOLIDAYS

A. Effective July 1, 2012, all unit members will receive vacation days according to the following formula:

| Length of Service With the District | Number of Days | Formula |
|---|---|---|
| 0-4 years | 10 days | .39 biweekly pay periods |
| 5-9 years | 15 days | .57 biweekly pay periods |
| 10+ years | 20 days | .77 biweekly pay periods |

B. Vacation days will accrue during the course of the school year. Employees new to the bargaining unit after July 1st of any year will receive vacation days on a pro rata basis. If such a unit member separates employment from the District during the school year and is paid for vacation days in advance of what they would have otherwise accrued, such overpayment will be retrieved from their final check.

1. Vacation days shall be awarded at the discretion of the Superintendent or CEO (or designee) or his/her designee.

2. Employees shall make their vacation selection in accordance with the established scheduled of vacation periods.

C. 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.

D. All regular 12-month employees covered by this agreement shall be paid for the following holidays: Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Years' Day, Martin Luther

King, Jr.'s Birthday, Good Friday and Memorial Day. Holidays will be celebrated and paid on specific holidays only.

E. 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.

F. As in the 2016-2017 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 also choose to use one-half (1/2) day vacation on such days.

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

H. Vacation will be granted at such times during the year as is suitable, considering both the wishes of the employee and the efficient operation of the department. Once vacation schedules have been finalized by the employer, no vacation shall be cancelled within a period of less than twenty-one (21) calendar days.

I. 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.

J. 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 Police Department.

## ARTICLE 19 - UNION BULLETIN BOARD

The District 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 20 – WORK SCHEDULE AND INCLEMENT WEATHER

A. Bargaining unit members will be scheduled to work 52 weeks a year, subject to other terms in this Agreement.

B. On days where the District closes all schools due to inclement weather or any other emergency, employees shall report unless otherwise directed and will be paid their regular pay. Members 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.

C. **Academic Calendars.** The parties acknowledge that the District has adopted school calendars for the 2016-2017 and 2017-2018 school years.

## ARTICLE 21 - OVERTIME AND WORK WEEK

A. The regular work week shall consist of 40 hours a week.

B. Time and one-half will be paid to all Employees of the bargaining unit for actual hours worked in excess of 40 hours during any one week period. For purposes of this section, the phrase "actual hours worked" shall be consistent with the definition of hours worked pursuant to the Fair Labor Standards Act and include vacation days, personal business and holidays.

C. Rotative procedure shall be used for overtime assignments.

D. Leave days shall be granted based upon the needs of the Department.

E. Shift assignments will be made based upon the needs of the Department.

## ARTICLE 22 – WAGES AND SHIFT DIFFERENTIAL

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).

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).

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).

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).

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 beginning in March 2019, upon request of either party, with such meetings to be held at mutually-agreed dates, times, and locations.

**D. Shift Differential**: A shift differential of $.30 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 $.35 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.

## ARTICLE 23 - LUNCH PERIOD

Each employee shall be allowed one-half hour paid lunch break within each regular workday.

## ARTICLE 24 - CALL-IN PROCEDURE FOR ABSENCES

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

1. The LEIN Operators shall call the security desk at least one hour before his/her regular starting time to report an absence.

2. The LEIN Operators shall adhere to the District's policy regarding absences.

3. Failure to adhere to the above procedure may result in the loss of pay for the LEIN Operator.

## ARTICLE 25 - 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 District concerning matters covered by this Agreement, without interfering with the work force. The Union will arrange with the District 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 an authorization release in writing from the employee.

## ARTICLE 26 - LEGAL PROTECTION

In the event a Complaint and Summons is lodged against a LEIN Operator who is named as defendant for actions taken by him/her in his/her representative capacity as a LEIN Operator 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 LEIN Operator together with a cover letter from the TEAMSTERS LOCAL 214 President or his/her designee requesting legal assistance.

2. Pursuant to District investigation and determination, the LEIN Operator acted consistent with and within the scope of his/her proper administrative duties and responsibilities and within his/her official representative capacity as District LEIN Operator and the LEIN Operator fully cooperates with the District's investigation and defense of the legal action.

Pursuant to District investigation and determination, such LEIN Operator has acted in full accord with District policy in carrying out functions that gave rise to the legal action.

1. There has been no illegality or criminality on the part of the LEIN Operator.

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

## ARTICLE 27 - INSURANCE

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, excepting dental insurance benefits, which will remain in effect through December 31, 2017. The parties will engage in good-faith collective bargaining over dental insurance benefits to be effective January 1, 2018 and may do so on a coalition basis with other Unions, as soon as practicable. 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 full-time bargaining unit members may elect to receive full family health, dental, optical, and employee only life insurance as provide below.

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

All bargaining unit members shall be required to pay a portion of the premium for health insurance as detailed below.

**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 to 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 28 - 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.

## ARTICLE 29 - CLOTHING ALLOWANCE

Each year the District will provide the employee with an annual uniform allowance for items approved by the DPSCD Police Department. There will be no carryover of unused funds to the following fiscal year should a LEIN Operator not expend the entire uniform allowance.

The annual uniform allowance shall be as follows: for the 2017-2018 school year $300.00; for the 2018-2019 school year $325.00; for the 2019-2020 school year $350.00. Payment of the allowance shall occur in July of the year in which it is due, but no later than October 1st.

It is agreed that the District shall follow up and address concerns relating to uniform vendor's acceptance of vouchers for uniforms. A meeting will be scheduled between the parties to review progress on this matter with 45 days following ratification of this agreement.

The wearing of summer uniform will begin May 1st and commence through September 30th and the bargaining unit member is not compelled to wear ties during the summer months. The bargaining unit member 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 30 - MATERNITY LEAVE

Except as specifically provided otherwise in this Article, absences from work, which are associated with pregnancy, childbirth and child care, shall be subject to the respective regular 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 31 - WORKERS' COMPENSATION

The District shall provide Workers' Compensation insurance for all employees 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 (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 time period of one year will incorporate all leaves of absence whether an individual is on an illness leave, workers compensation leave or

an unpaid leave of absence. In order for the time period of one year to restart, an individual must be returned to work for thirty (30) days.

## ARTICLE 32 - SICK LEAVE AND PERSONAL BUSINESS LEAVE POLICY

Effective July 1, 2012 each year all bargaining unit members 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. All bargaining unit members are to utilize his/her sick days in either four (4) hour or (8) hour increments.

B. 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.

C. An employee not able to return to work following four (4) consecutive days of absence for Personal Illness may return to work with the approval of his/her doctor and/or the District's designated Physician by presenting an appropriate District approved form to the Employee Health Services.

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

E. **Personal Business Days:**

All members 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 in either four (4) or eight (8) hour (work day) increments. Personal business days may not be used to extend a holiday.

F. 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.

## ARTICLE 33 – DRUG TESTING AND CRIMINAL HISTORY RECORD CHECK

The parties recognize that the District has a substantial interest in a drug free DPS 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.

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

## ARTICLE 34 - 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 District, 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 35 – PERFORMANCE EVALUATION

The parties will utilize the District wide Employee Performance Evaluation Process and the Performance Evaluation Report 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 36 – 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

**Detroit Public Schools Community District**
**and**
**Teamsters Local 214**
**LEIN Communication Operators**
**Tentative Agreement (Package)**

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**PROPOSALS**:

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

2. **Wages:** 5% increase for all bargaining unit members.

3. **Longevity Supplement:** Unit members as of June 30, 2023 who have 20 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. **Holiday: Modify Article 18.D. Vacation and Holidays** to include June19th (Juneteenth) as a paid Holiday.

6. **Insurance:** For 2024, the District shall increase its total cost percentage so as to maintain the bargaining unit employees' current (2023) plan options and premium costs at the same or approximately the same levels and the same or approximately the same dollar amounts, as needed up to the 80% threshold. Also, for 2024 (and in clarification of the foregoing), the District shall maintain the same health insurance providers/carriers--BCBSM, BCN, and HAP. Other insurance coverage such as dental, vision, life, and EAP, shall remain status quo for the 2023-24 year as well; employees shall have the same options and pay the same or approximately the same premiums. The District will pay the increased premium cost for 2024 for the District's current health insurance coverages with the same insurance carriers, provided as follows. It is understood and agreed that should it be found that the District is in danger of not complying with PA 152 with respect to the 80% cap on an employer's health insurance premium contributions, then employee contributions toward health insurance premiums paid via payroll deduction shall be increased only as necessary to put the District back into compliance.

| **For the Union:** | | **For the District:** | |
|---|---|---|---|
| Joseph Valenti (Sep 11, 2023 11:47 EDT) | | Luis Solano (Sep 11, 2023 11:36 EDT) | |
| **Signature** | **Date** | **Signature** | **Date** |
| Rhonda Reed<br>Rhonda Reed (Sep 11, 2023 11:45 EDT) | | Gwendolyn Anderson | |
| **Signature** | **Date** | **Signature** | **Date** |

**Approved:** 9/11/2023

**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)**
**POLICE LEIN COMMUNICATIONS OPERATORS**

**December 2, 2021**

1. **OVERTIME AND WORK WEEK.** The Parties agree that emergency overtime shall first be offered to a Member on duty before assigning pursuant to the *rotative procedure.*

2. **OVERTIME AND WORK WEEK.** The Parties agree that Compensation time will not be offered in lieu of overtime.

3. **VACATION TIME AND HOLIDAYS**. The Parties agree that Members shall not work but be paid one half day off with pay on the day before Thanksgiving . In addition, bargaining unit members with vacation time may also choose to use one-half day vacation on those days.

4. **COVID MITIGATION**. The Parties agree that Members shall receive a $2,000COVID mitigation supplement 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 to during the pandemic to meet the daily needs of the Employer. The Employer shall pay this supplemental payment in December of each of the following school years: 2021-2022 and 2022-2023.

5. **WAGES.** The Parties agree that Members' shall be paid at the rate of twenty ($20.00) dollars per hour for the term of the Agreement.

6. **ANNUAL RETENTION**. The Parties agree to an annual retention supplement of one thousand eight hundred ($1,800) dollars for those who, as essential workers with 10 or more years' service as of June 30,2021 and June 30,2022 in any position with the Employer (and its predecessor the Detroit Public Schools) responded to safety and public health issues during the COVID 19 crisis by being physically present at their jobs. The employer shall pay the premium in last paycheck of each of the following school years, 2021-2022 and 2022-2023 or, soon as practicably possible in a separate pay advice.

7. **UNIFORMS.** The Parties agree that Members receive an annual four hundred ($400.00) dollar uniform purchase, cleaning and upkeep 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.

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

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

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 approved by the Board of Education.

| **For the Union:** | **For the District:** |
|---|---|
| Joseph M Valenti<br>Joseph M Valenti (Dec 13, 2021 09:54 EST) | Luis Solano (Dec 13, 2021 11:23 EST) |
| **Signature** | **Signature** |
| Rhonda Reed<br>Rhonda Reed (Dec 13, 2021 11:19 EST) | Gwendolyn Anderson (Dec 13, 2021 11:26 EST) |
| **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 LEIN Communications Operators

**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:
JOSEPH M. VALENTI
JOSEPH M. VALENTI (Dec 17, 2020 11:26 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 Lein Operators**
**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.

- 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: | For the Union: |
|---|---|
| Title: Executive Director Labor Relations | Title: President |
| Title: Deputy Dept., HR | Title: Steward |
| Date: 9/4/19 | Date: 9/4/19 |

Nikolai P. Vitti, EdD., General Superintendent

9/4/2019
Date