

A G R E E M E N T

THE BOARD OF EDUCATION FOR THE SCHOOL

DISTRICT OF DETROIT, MICHIGAN

-and-

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THE POLICE OFFICERS LABOR COUNCIL

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July 1, 1997 – June 30, 1999

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THIS AGREEMENT is entered into, effective October 31, 1995, between the Board of Education of the School District of the City of Detroit, hereinafter referred to as the "Board" and the Police Officers Labor Council, 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 Board, the employees, and the Union.

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

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

ARTICLE I - RECOGNITION

A. This collective bargaining Agreement between the Detroit Board of Education and the Police Officers Labor Council establishes that the Union is the sole and exclusive bargaining representative for all unit members named in the MERC volunteer recognition petition effective October 31, 1995. The Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in

respect to rates of pay, wages, hours of employment, for the term of this Agreement of all employees of the Board classified as Public Safety/Police Officers.

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

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

D. The Board shall deduct from the pay of each employee from whom it receives authorization to do so, the required amount for the payment of initiation fees, membership dues or service

fees. Such dues or fees are, accompanied by a list of employees, from whom they have been deducted and the amount deducted from each, and a list of employees who had authorized such deductions and from whom no deductions were made and the reason therefore shall be forwarded to the Union no later than forty (40) days after the deductions were made.

- E. An employee who shall tender or authorize the deduction of an initiation fee, membership dues, or service fees uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues, or fees.
- F. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues, or fees.
- G. The Board, upon receiving a signed complaint from the Union indicating that the employee has failed to comply with this condition, shall immediately notify said employee that his services shall be discontinued at the end of ten (10) days and shall dismiss said employee accordingly through written notification with copy of the communication forwarded to the Union.
- H. The Union shall notify the Board forty (40) days prior to any change in such dues, or fees.

ARTICLE II - RESIDENCY

Effective October 25, 1995, all members of the bargaining unit shall establish and maintain residency within the limits of the City of Detroit as a condition of employment.

ARTICLE III - EMPOWERED SCHOOLS

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

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

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

ARTICLE IV - EQUAL EMPLOYMENT AND UNION MEMBERSHIP OPPORTUNITIES

There shall be no discrimination against any person in employment or in the Union membership because of race, sex,

religion, color, creed or national origin. The parties will work together to assure equal employment opportunities for all. The Board will comply with all state statutes governing age discrimination.

ARTICLE V - UNION RIGHTS

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

ARTICLE VI- PROHIBITION AGAINST STRIKES

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

ARTICLE VII- STEWARDS

- A. The Board recognizes the right of the Union to designate two (2) Stewards.

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

ARTICLE VIII - SPECIAL CONFERENCES

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

presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the Agenda. Conference shall be held on a date mutually convenient to the parties during the regular work day, unless some other time is mutually agreed upon. The members of the Union shall not lose time or pay for the time spent in such special conference.

ARTICLE IX - CONTRACTUAL WORK

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

December 18, 1992, this contract shall be cancelled. The parties will meet to discuss the effects of any such cancellation.

ARTICLE X - CURRENT PERSONNEL RULES

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

ARTICLE XI - GRIEVANCE PROCEDURE

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

B. **Procedure:**

Step 1

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

supervisor. The immediate supervisor shall make arrangements for the employee to have sufficient time off where necessary to discuss the complaint with the supervisor in the presence of the Steward or designated representative if requested by either party.

Step 2

If the matter is not satisfactorily settled, a grievance may be submitted in written form by the Steward to the Director of Public Safety. The written grievance shall set forth the nature of the grievance, date of the matter complained of, identity of the employee(s) involved and the provisions of this Agreement that the Union claims the Board has violated. The answer of the Director of Public Safety shall include the result of his investigation of the grievance. Such answer shall be presented to the Steward or designated representative within two (2) working days. This time may be mutually extended by the parties.

Step 3

- a. If the Director of Public Safety's answer is not acceptable to the Union, the Steward or designated representative will refer the grievance to the Local Union President or his designated representative who may submit an appeal to the General Superintendent or his

designated representative. He or his designee shall set up a meeting between representatives of the Union and representatives of the Board and such meeting shall take place within fifteen (15) working days from the date an agenda for such meeting is received from the Union by the Board representative or his designated representative. This time may be mutually extended by the parties.

b. The Union representatives designated to attend such a meeting shall not lose time or pay for attending such a meeting, provided he/she is on payroll status at the time of the meeting.

c. The Board's representative or his designee shall have fifteen (15) working days from the date of the conclusion of the investigation or meeting whichever is later to answer the grievance(s) in writing and submit his answer to the local Union President or his designated representative.

Step 4

a. If the grievance is not resolved at the above step, either party may, within fifteen (15) working days after the response at Step 3 and upon written notice to the other party, appeal this matter to final and binding arbitration with Michigan Employment Relations Commission (M.E.R.C.) or Federal Mediation and Conciliation Service

(F.M.C.S.) A copy of the appeal shall be sent to the other party. The selection of the arbitrator shall be made in accordance with the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be equally charged to and paid by the parties. The aggrieved and other Board employees referred to in Step 3 shall not lose pay for time off the job while attending the arbitration proceeding.

- b. The arbitrator's powers shall be strictly limited to the application or interpretation of this Agreement and the arbitrator shall not add to, delete, or modify in any way, any of the terms of this Agreement. The arbitrator's decision shall be final and binding on the parties.
- c. Any grievance under this Agreement which is not filed in writing by the employee involved, in individual grievances, or by the Steward or designated representative in cases involving more than one employee or a matter of policy, within fifteen (15) working days after the grievance arises, shall not be considered a grievance.

The time elements in the first three (3) steps can be shortened or extended by mutual agreement.

In instances wherein the subject matter of the grievance lies within the exclusive jurisdiction of a specific

Board of Education department, the grievance steps can be shortened or eliminated by mutual written agreement.

- d. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

ARTICLE XII - COMPUTATION OF BACK WAGES

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

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

ARTICLE XIII - DISCHARGE AND DISCIPLINE

- A. Upon the suspension or discipline of any employee, the Board

shall notify the Union of such by telephone with confirmation in writing.

- B. The specific charges resulting in such suspension or discipline shall be reduced to writing by the employee's field supervisor within five (5) working days of imposition of such suspension or discipline. Copies shall be furnished to the employee and his steward. The employee shall sign a copy of the charges indicating receipt.
- C. The employee may request a hearing before the Director of Public Safety or his designee if, within two (2) working days of receipt of the charges, a written request for such hearing is delivered to the Office of the Director of Public Safety.
- D. Within ten (10) working days of receipt of a written request for hearing, the Chief of Security or his designee shall hold a hearing on the suspension or discipline. The employee shall have the right to Union representation at the hearing.
- E. Within five (5) working days of the conclusion of the hearing, the Director of Public Safety or his designee shall deliver copies of his decision affirming, reversing or modifying the suspension or discipline to the employee, the Steward, the Union and the Personnel Office, unless otherwise requested by the employee.
- F. In all suspension or discipline cases other than discharge, the matter shall be referred to Step 3 of the grievance

procedure if the Union is not satisfied with the decision.

- G. In all discharge cases the matter shall be referred to Step 3 of the grievance procedure if the Union is not satisfied with the decision of the Director of Public Safety or his designee.

The Step 3 hearing shall be held within ten (10) days of receipt of written request for such hearing.

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

ARTICLE XIV - SENIORITY

- A. An officer's seniority shall begin upon assignment to bargaining unit duties, including assignment to the police academy. Seniority within the Public Safety Department as a Public Safety Officer is defined as an employee's length of continuous service with the Board as a regularly appointed or assigned employee as a Public Safety Officer.

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

only) after notification, in writing, to the Union.

- C. A seniority list of Public Safety Officers will be supplied to the Union. This list shall show the names of all employees in the unit entitled to seniority and their date of hire. As new employees are confirmed, the list shall be updated and a copy given to the Union.
- D. An employee shall lose his seniority for the following reasons only:
 - 1. He/She quits Board employment.
 - 2. He/She is discharged and the discharge is not reversed through the procedure as set forth in this Agreement.
 - 3. He/She is absent for five (5) consecutive working days without notifying the Department Head or his/her designee. In proper cases, exceptions may be made with the consent of the employer. After such absence, the employer will send written notification to the employee at his/her last known address that he/she has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
 - 4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the employer.

5. Failure to return from sick leave and leaves of absence will be treated the same as (3) above.

6. If he/she retires.

E. **Ties in Seniority**

Effective October 31, 1995 and thereafter, if two (2) or more employees have the same hire date, they shall be ranked for seniority purposes by the last four (4) digits of their respective Social Security numbers. The one with the lowest number shall be given higher seniority rank.

ARTICLE XV - LAYOFF

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

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

ARTICLE XVI - RECALL

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

Public Safety Officer.

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

ARTICLE XVII - LEAVE

- A. Upon the advice of the Board medical office, sick leaves may be granted to members of this bargaining unit. The employee placed on such leave shall be re-employed by the Board at the expiration of such leave, provided that he is physically fully qualified to resume employment and that he would not have been subject to lay off during the leave period. If an employee has been hired to fill such a vacancy, he may be immediately terminated upon the absent employee's return and such termination shall not be subject to the grievance procedure.
- B. Approved absence without pay for a period not to exceed four (4) weeks may be granted upon the submission of Form 4132.
- C. The Board may also extend other types of leaves to members of this bargaining unit but return from such leaves shall be subject to the Board's ability to rehire such employees at the termination of leave except for military leaves which shall be subject to the applicable provision of Federal and/or State

law. If there is no vacancy to which the employee may return, the employee will have preference for the next vacancy that becomes available.

ARTICLE XVIII - FUNERAL LEAVE

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

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

scheduled working days (or actual working days following vacation period) which fall within seven (7) consecutive calendar days including day of death.

ARTICLE XIX - VETERANS

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

ARTICLE XX - VACATION AND HOLIDAYS

- A. All regular 12-month employees covered by this agreement shall receive vacation with pay. Vacation may not be taken until after it has been earned. Vacations must be taken within twelve months after it has been earned.
- B. Vacations will be earned as follows:
 - 1. After 1 year of service - 1 week
After 2 years of service - 2 weeks

After 3 years of service - 3 weeks
After 10 years of service - 4 weeks
After 20 years of service - 5 weeks

2. Beginning January 1, 1999, new hires will earn vacation time as follows:

LENGTH OF BOARD SERVICE	VACATION NOT TO EXCEED FORMULA
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After 1 - 3 years of service	5 days .19 per pay period
After 4 - 6 years of service	10 days .38 per pay period
After 7 - 10 years of service	15 days .57 per pay period
After 11+ years of service	10 days .38 per pay period

- C. Upon termination of employment, an employee who has earned vacation according to the formula outlined in "B" above shall be paid his accrued vacation.

- D. All regular 12-month employees covered by this agreement shall be paid for the following holidays: Independence Day, Labor Day, Veterans Day (afternoon only), Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Years' Day, Martin Luther King Birthday, Good Friday, Easter, and Memorial Day. Holidays will be celebrated and paid on specific holidays only.

- E. Vacation will be granted at such times during the year as are suitable, considering both the wishes of the employee, the employee's seniority and the efficient operation of the department.

Once vacation schedules have been finalized by the employer on the basis of individual request by seniority, no vacation shall be cancelled within a period of less than fifteen (15)

working days.

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

- F. Vacation will be taken in a period of consecutive days. Vacations may be split into one or more full weeks, provided such scheduling does not unreasonably interfere with the operations of the division.
- G. When a holiday is observed by the Board during a scheduled vacation, the vacation period will be extended one day.
- H. If, while on vacation, an employee becomes ill, is under the care of a duly licensed physician and notifies the Office of Personnel of such illness during his vacation, the vacation days missed during such illness will be rescheduled.
- I. Holidays worked will be paid at rate of 2.5 times regular rate.

ARTICLE XXI - UNION BULLETIN BOARD

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

ARTICLE XXII - JURY DUTY

- A. An employee, upon receipt of a questionnaire or summons for jury duty, shall immediately report that fact to the Director of Public Safety or his designee.
- B. An employee who is absent for the performance of jury duty shall continue to be paid the difference, if any, between his regular salary and the fee for jury duty, excluding his mileage allowance, for the period not to exceed sixty (60) days in any calendar year.

ARTICLE XXIII - JOB RELATED INJURIES

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

ARTICLE XXIV - OVERTIME AND WORK WEEK

A. The regular work week with the exception noted in Section "B" is established as eight (8) hours per day five (5) days a week.

- 1. The parties agree that the work week is eight (8) hours per day.

Days off will be considered days off and if an

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

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

- B. Time and one-half (1 1/2) will be paid for all hours worked on Saturday and double time will be paid for all hours worked on Sunday, provided that such Saturdays and Sundays are in excess of the employee's regular work week as assigned by the department.
- C. In the event that members of this bargaining unit are requested by the Public Safety Department to report for work at times other than their regular work shift in order to meet emergency situations, the called back employee shall receive as approved and authorized by the Public Safety Department, the time and one-half (1 1/2) rate of pay for actual time worked or a minimum of four (4) hours straight time, whichever is greater. The minimum of four (4) hours straight time shall not, however, apply for continuous overtime hours worked prior to or after termination of the employee's regular work shift.
- D. Seniority in the department shall prevail in the assignment of

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

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

F. The accrual of compensatory time will be continued, but any time so accrued must be utilized within one (1) year of its accrual.

COURT TIME - if directed during non scheduled time, will be paid at a minimum of 4 hours.

ARTICLE XXV - CALL-IN PROCEDURE FOR ABSENCES

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

1. The Public Safety Officers shall call the security desk only at least one hour before his/her regular starting time to report their absence.
2. Public Safety Officers returning from absence shall call the security desk at least four (4) hours before the scheduled return to work.

3. Public Safety Officers shall adhere to the Board's policy regarding absences.

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

ARTICLE XXVI - LEAVE FOR UNION BUSINESS

- A. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment shall, at the written request of the Union, receive formal leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter; and upon their return shall be re-employed if physically and mentally qualified in the previous classification. Employees will obtain leave renewal from the Board of Education on forms provided by the Board of Education.
- B. Upon the employee's return to his previous classification, his seniority shall be accumulative.
- C. Three (3) members of the Union selected to attend a State or National Union convention shall be allowed time off to attend such convention. The Board of Education will be notified in writing by the Local Union President five (5) days prior and the employee shall complete the necessary forms required for approved absence without pay.

ARTICLE XXVII - GENERAL

- A. Authorized representatives of the Union shall be permitted to visit work locations during working hours to talk with stewards of their Union and/or representatives of the employer concerning matters covered by this Agreement, without interfering with the work force. The Union will arrange with the Board for time and place.
- B. In a complaint or grievance involving pay, the designated Union representative will have the right to examine time sheets and other payroll records of the employee whose pay is in dispute. This request to examine pay records shall be accompanied by a request in writing from the employee.

ARTICLE XXIII - LEGAL PROTECTION

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

ARTICLE XXIX - WAGES

- A. Effective July 1, 1997, the salary schedules and formulas for the POLC unit for the 1997 - 98 school year shall be increased by two percent (2%).

Effective July 1, 1998, the salary schedules and formulas for the POLC unit for the 1998-99 school year shall be increased by two percent (2%).

- B. All security officers who have the following degree shall have their base rate increased by the following:

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

or

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

ARTICLE XXX - PREMIUM PAY

- A. Each unit employee shall be entitled to receive a rate of pay in the amount of one and one-half (1 1/2) times his/her regular rate, plus his/her regular pay for work performed on holidays.
- B. Effective June 24, 1986, employees working the afternoon shift shall receive an additional .30 cents per hour. Employees working the midnight shift shall receive an additional .35 cents per hour.

ARTICLE XXXI - LONGEVITY PAY

Effective October 31, 1995 Union employees shall be entitled to receive a longevity payment of \$250 for twelve-month employees

after 11 years of employment with the Board, to be paid the first pay in December.

ARTICLE XXXII - SEVERANCE PAY

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

ARTICLE XXXIII - LUNCH PERIOD AND COFFEE BREAKS

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

ARTICLE XXXIV - INSURANCE

A. **Health Insurance**

1. The Board shall provide health insurance coverage for every unit employee who is regularly employed for twenty (20) hours per week or more. The health insurance coverage shall become effective November 1, 1995 or the first day of the month after the date of the employee's hire, whichever is later.
2. Effective the next open enrollment period in 1996, all bargaining unit members shall participate in the Detroit Public Schools Point of Service Health Coverage.

Employee benefit options available for bargaining unit employees are Blue Cross/Blue Shield P.P.O., Health Choice P.P.A., Blue Choice, Omni Plus.

3. **OPT-OUT:** Employees who are covered by a health care plan offered by an employer other than the Board and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the Board, may each enrollment year at the time of the enrollment period, opt out from Board coverage and for said enrollment year and receive a \$1,200 payment from the Board as payment in full. Once an employee opts out for a given year, the employee will not be able to receive Board's coverage until the next enrollment period unless the employee loses his/her eligibility for the alternate coverage under the conditions just stated the employee shall pay back pro rated the said \$1,200 payment provided herein. The \$1,200 will be paid for each enrollment year that the employee elects to opt out under this provision.

B. **Prescription Rider**

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

- C. Effective October 31, 1995, all unit members will be eligible for dental insurance.

D. **Life Insurance**

Effective November 1, 1995, or the first day of the month after the employee's date of hire, whichever is later, each employee who regularly works twenty (20) hours per week or more, shall receive a \$15,000 group life insurance policy fully subsidized by the Board.

E. **Optical Insurance**

Effective November 1, 1995, employees shall receive full family optical insurance. The employee shall select either the Co-op or Heritage vision plan.

F. **Dental**

Effective November 1, 1995, the Board shall provide full-family dental insurance for each employee in the bargaining unit. The employee shall select Dencap, Delta Care or Delta Premiere.

ARTICLE XXXV - SECURITY DEPARTMENT PERSONNEL FILE

- A. Materials relating to Public Safety Department personnel and retained in that department shall be kept under the direct control of the Director of Public Safety.
- B. Upon written request from the employee, a member of this bargaining unit, or his Union representative, may review specific named materials retained in the department relating to him/her, with the Director of Public Safety or his designee.

- C. The department, at its discretion, may exclude from this review, the background investigation report.
- D. No reprimands or detrimental material shall be entered into an employee's file until the employee receives a copy of the reprimand.
- E. The employer shall evaluate employees at least once a year. The employee shall receive a copy of each evaluation.

ARTICLE XXXVI - PERSONAL PROPERTY LOSS

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

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

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

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

ARTICLE XXXVII - CLOTHING AND EQUIPMENT ALLOWANCE

- A. Upon employment, the Board will provide each unit employee

- with uniforms which include two (2) jackets, three (3) pairs of slacks, and five (5) shirts.
- B. The Board will pay \$350.00 immediately to each employee for uniform and equipment allowance and the same amount each year for the duration of the Agreement on or by July 31.
 - C. A survey will be made by the Public Safety Department to determine those employees in need of new uniforms. Subsequent to the findings, appropriate action will be taken in purchasing the clothing where the need for new uniforms exists.
 - D. The wearing of summer uniforms shall commence on June 1, and continue through the third week in September.
 - E. During the summer months, Public Safety Officers shall not be compelled to wear a necktie.
 - F. All members of the unit must wear their full uniform each working day. Failure to do so will subject the individual to disciplinary action.

ARTICLE XXXIII - MATERNITY LEAVE

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

Absence for personal Business (except as specifically otherwise provided in the Statement of Policy).

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

1. **Requirements for Continued Work:**

- a. The employee who has become pregnant is expected to notify her principal or other administrator as soon as possible after her condition is confirmed, but shall so notify the administrator before the end of her fourth month of pregnancy.
- b. In order to provide for maximum continuity of service, the employee is expected to inform her administrator in writing of the tentative dates of leaving and returning as soon as possible after her condition is confirmed. Notification of tentative dates shall be given in writing no later than the end of the fourth month of pregnancy. Tentative dates may be revised.
- c. An employee may continue to work in her current assignment provided that the employee shall submit **Form 4306 Medical Office Physician Certificate Maternity**

(only) from her personal physician which shall certify the anticipated date of delivery, and that she is able to work in her current assignment, and further provided that she is able to, and continues to fulfill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.

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

- a. The date of leaving work because of disability shall be determined by the employee and her physician, provided that it is certified by the employee's personal physician and confirmed by the Board Medical Examiner that the employee is unable to work.
- b. During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick bank, subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the Board Medical Examiner.
- c. An employee shall not move from any unpaid leave of absence status to paid disability absence status.
- d. An employee shall not move from a paid disability absence

to an approved absence without pay.

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

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

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

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

5. **Related Conditions**

- a. Regular conditions and provisions for continuation of insurance which apply to approved absences and/or Leave

of Absence shall apply.

- b. The decision of the Board Medical Examiner is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner, as to her ability or disability for work, the employee may appeal the decision under the following conditions:

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

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

ARTICLE XXXIX - WORKERS' COMPENSATION

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

ARTICLE XL - TRAINING REIMBURSEMENT

Any member of this unit who completes the training program conducted by the Detroit Police Department, and voluntarily separates from the Detroit Public Schools District within two (2) years following completion, shall reimburse the school district for the cost of the training program.

ARTICLE XLI - VACATION ILLNESS

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

ARTICLE XLII - SICK LEAVE AND PERSONAL BUSINESS LEAVE POLICY

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

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

Effective July 1, 1999, new hires shall receive five (5) sick days the first year. The second year they will start accruing at the rate of .65 biweekly.

An employee not able to return to work following five (5) days of absence for Personal Illness must have a medical examination by

the Board Medical Examiner and present Form 431, Return to Employment: Physicians Certificate completed by his/her own physician before returning to his/her assignment.

After five (5) consecutive work days of sick leave the employee must furnish a statement from his/her physician on Form 432, Release Pay Check: Physicians Certificate, in order to secure his/her next pay check.

ARTICLE XLIII - MEDICAL EXAMINATIONS AND X-RAYS

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

RANDOM DRUG TESTING - The parties recognize that the Board has a substantial interest in a drug free Public Safety Police Unit.

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 Board's Medical Screening Program.

ARTICLE XLIV - MILEAGE

Effective October 31, 1995, the mileage rate shall be \$.275 per mile with a 700 mile maximum per month per employee.

ARTICLE XLV - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Consistent with the terms of this Agreement:

- A. The Union recognizes the prerogatives of the Board to operate and manage its affairs in all respects in accordance with its responsibilities.
- B. The Board reserves the right to discipline and discharge for just cause. The Board shall have the right to determine reasonable schedules of work and to establish the method and processes by which such work is performed and any other reasonable provision that allows the department to effectively provide service for the Board, provided they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of these provisions.

ARTICLE XLVI - SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE XLVII - EMPLOYEE NEGLIGENCE

Injury to students due to the negligence of an employee may result in termination of the employee.

All discipline as a result of this article shall be subject to the grievance procedure and just cause standards.

ARTICLE XLVIII - TRANSFERS

Any employee may be transferred within their classification for the good of the service.

ARTICLE XLIX - EVALUATIONS

Employees in this unit shall be evaluated at least once a year.

ARTICLE L - CHANGE AND TERMINATION

THIS AGREEMENT shall remain in full force and effect up to and including June 30, 1999. However, the employer may extend this Agreement for ten (10) days by giving written notice of such desire to the Union prior to June 30, 1999. The Agreement shall automatically renew itself from year to year after June 30, 1999, unless either party shall notify the other party by registered or certified mail at least ninety (90) days prior to June 30, 1999, of its desire to modify or terminate this Agreement.

FOR THE UNION:

FOR THE BOARD:

Richard Berninger
Roman Bier
Damon Webb

DATE: 10/13/98

Rick Sale
Dennis J. Makulski
Henry L. Williams

DATE: 10/13/98

LETTER OF AGREEMENT

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

APPENDIX "A"

SETTLEMENT AGREEMENT

BETWEEN

**THE SCHOOL DISTRICT
OF THE CITY OF DETROIT**

AND

**THE POLICE OFFICERS
LABOR COUNCIL**

**Final Settlement Agreement
Between
The School District of the City of Detroit
and
The Police Officers Labor Council**

It is hereby agreed by and between the School District of the City of Detroit and the Police Officers Labor Council, in final settlement of all outstanding issues under negotiation, as follows:

1. The parties' new Collective Bargaining Agreement, the terms of which are fully set forth herein, shall be in effect for the period of July 1, 1999 through June 30, 2002;
2. All provisions of the expired Agreement (July 1, 1997 – June 30, 1999)¹ not specifically changed herein are carried forward into this Agreement.
3. This Agreement consists of numbered pages 1- 24 and initialed by the parties' chief negotiators.

For the Police Officers Labor Council

Richard J. Barry
Ron Bie

For the School District of the City of Detroit:

Chris C. White
Michael A. Grossman

Date: 5/22/00

Date: 5-24-00

APPROVED:

David Adamany
David Adamany
Chief Executive Officer

Date: 6/5/2000

¹ The 1997-99 Collective Bargaining Agreement consists of the printed 1995-97 Collective Bargaining Agreement as modified by the Tentative Agreement of the parties dated November 19, 1998.

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

CONTRACT CLEANUP - (Revised)

1. Delete all references to "General Superintendent", "School Board", "Human Resources", "Fiscal Services" and "Educational Services"
2. Replace with "Chief Executive Officer" and "Appropriate Administrator" or "Appropriate Administrative Unit."

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

RESIDENCY

Add New Sentence:

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

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

GRIEVANCE PROCEDURE (Delete entire section)

Replace with:

A sincere attempt shall be made to resolve any difference by oral interview between the grievant or grievants or the Union and the principal for employees regularly assigned to schools or the applicable unit head for employees not regularly assigned to schools before the difference becomes formalized as a grievance. If an issue cannot be resolved informally, it shall be settled in accordance with the following procedures:

Step 1

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

Upon receipt of the grievance, the principal or the applicable unit head shall arrange for a conference within five (5) working days after receipt of the grievance.

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

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

Step 2 – Appeal to Chief Executive Officer

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

The Chief Executive Officer or his/her designated representative shall meet with the parties concerned within fifteen (15) working days after receipt of the appeal request. Within fifteen (15) working days after the conference, the Chief Executive Officer shall render a written decision which shall be forwarded to the Union, and the principal or the applicable unit head.

Step 3 – Arbitration

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

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

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

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

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

The Chief Executive Officer, or his/her designated representative, shall meet with the concerned parties. Within fifteen (15) school days after receipt of the grievance, the Chief Executive Officer shall render a written decision which shall be forwarded to the Union. The decision of the Chief Executive Officer may be appealed to arbitration under the provisions of Step 3 above.

General Grievance Powers

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

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

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

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

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

DISCHARGE, SUPERVISION and DISCIPLINE (New Language)

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

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

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

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

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

LAY-OFF RECALL

New Language:

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

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

PERFORMANCE EVALUATION

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

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

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

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

NOTICES TO UNIONS

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

The District will supply the Union with a list of the names, addresses, file numbers and job locations of new employees.

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

A. WAGES

1. Effective July 1, 1999, bargaining unit members, shall receive a base wage increase of two percent (2%) wage increase.
2. Effective July 1, 2000, all bargaining unit members shall receive a base wage increase of two percent (2%) wage increase.
3. Effective July 1, 2001, all bargaining unit members shall receive a base wage increase of two percent (2%) wage increase.

E. SALARY SCHEDULES (new language)

1. For any unit member who is currently paid at the maximum rate of the salary schedule provided in of this Agreement, the unit member's right to receive the pay adjustment for the next school year that has been negotiated between the parties shall be denied if the unit members fails to meet the attendance criteria according to the School District of the City of Detroit Attendance Standard of 96% (at least ten (10) days for 12 month employees; at least eight (8) days for 10 month employees).
2. A unit member's right to receive the following year's pay adjustment negotiated between the parties shall be reinstated when the unit member is in compliance with the School District of the City of Detroit Attendance Standard for a period of 12 months.
3. The following shall not count as absences under the School District of the City of Detroit Attendance Standard for purposes of this section: (1) absences which qualify as entitlements under either the Family and Medical Leave Act (FMLA) or Workers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; (9) two (2) emergency days as defined in Article _____. When a unit member's qualifying absence under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences under the School District of the City of Detroit Attendance Standard; and (10) earned vacation days.
4. Disputes about absences arising from FMLA claims may be appealed to the District's medical or civil rights offices.

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

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

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

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

LONGEVITY

Add:

The Schedule of payment of longevity pay will be determined by the Chief Executive Officer no later than December 31.

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

DENTAL INSURANCE

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

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

MISCELLANEOUS

MILEAGE

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

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

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

GENERAL

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

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

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

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

APPEAL TO MEDICAL OFFICE DECISION (New Language)

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

The School District of the City of Detroit and the Union shall mutually agree within ten (10) business days as to who the appropriate specialist shall be. The employee shall consult the designated specialist and the School District of the City of Detroit shall pay one-half (1/2) of the cost of the evaluation and the employee shall pay the other half. Within twenty (20) business days the specialist shall furnish a report relative to his/her evaluation to the School District of the City of Detroit, to the Union and to the employee. The determination of the specialist shall be final and binding as to whether the employee is able or unable to return to work. The time limits specified in this procedure may be extended by mutual agreement.

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

Appeals of this procedure will be made to the Office of Labor Contract Management.

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

HOLIDAY PAY

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 receiving sick pay, other than personal business.

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

CONTRACTUAL WORK (Delete)

Pursuant to MCLA 423.215 SEC 15.

**Settlement Agreement
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

Article XXXVI - PERSONAL PROPERTY LOSS (New Language)

- B. Police Officers that damage or lose School District property due to neglect (i.e. gun, radio, etc.) will be financially responsible for the replacement of said item or items. Challenges to the Officer's responsibility are subject to the grievance procedure.

LETTERS
OF
UNDERSTANDING

**Letter of Understanding
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

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

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

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

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

For the Union:

Richard J. Berry
Sam Bieri

Date: 5/22/00

For the School District of the City of Detroit:

Chris L. Williams
Michael H. Johnson

Date: 5-24-00

**Letter of Understanding
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

DISCIPLINARY ACTION BECAUSE OF ABSENTEEISM

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

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

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

For the Union:

Richard J. Barry
Karon Beer

Date: 5/22/00

For the School District of the City of Detroit:

Chris C. Williams
Michael A. Johnson

Date: 5-24-00

**Letter of Understanding
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

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

For the Union:

Richard J. Bury
Rana Bier

Date: 5/22/00

For the School District of the City of Detroit:

Chris C. Welton
Michael W. Johnson

Date: 5-24-00

**Letter of Understanding
between
The School District of the City of Detroit
and
The Police Officers Labor Council**

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

Accordingly, any employee engaged in employment in addition to Detroit Public Schools must disclose the additional employment in writing to the Department of Human Resource Management and Planning. This disclosure must include the name, address and telephone 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.

For the Union:

Richard J. Bennett
Ram Bui

Date: 5/22/00

For the School District of the City of Detroit:

Cheryl C. Williams
Michael A. Johnson

Date: _____