

**COLLECTIVE BARGAINING
AGREEMENT UNDER THE LOCAL
FINANCIAL STABILTY AND
CHOICE ACT**

BETWEEN

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

AND

**THE POLICE OFFICERS ASSOCIATION OF
MICHIGAN**

JULY 1, 2014

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THIS AGREEMENT is effective July 1, 2014 between the School District of the Detroit Public Schools, Detroit, Michigan (hereinafter referred to as the “District”) and the Police Officers Association of Michigan (hereinafter called the “Union”) under the Local Financial Stability and Choice Act, 2012 PA 436). The duration of the agreement is from July 1, 2014 through June 30, 2016.

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

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

The Local Financial Stability and Choice Act, 2012 PA 436, MCL 380.1-380.1853, 388.160-388.1772, 141.1541, et. seq., 423-201-423.217 provides that an Emergency Manager appointed under PA 436 may reject, modify or terminate the collective bargaining agreement.

ARTICLE 1 – RECOGNITION – EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, the District does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to the rate of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the District included in the bargaining unit who hold the titles of Police Officer, Campus Security Police Officer and Fingerprint Technician (Should the District reinstate the position of Fingerprint Technician, the position is subjected to the entire collective bargaining agreement.), subject to PA 436.

The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than Union activities, subject to PA 436.

ARTICLE 2 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

The School District of the City of Detroit reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and the United States. In addition, the School District of the City of Detroit reserves the right to govern and to manage the District in all respects, except as to limitations on the right to govern and to manage that are specifically set forth in this Agreement. However, all District policies

and procedures, and in addition those contained in the Detroit Public Schools Police Department (“DPSPD”) Manual for police officers and DPSPD Manual for campus security police officers, are part of the Collective Bargaining Agreement. The parties both recognize the possibility that emergency situations may arise in which prior notification is not feasible.

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

ARTICLE 3 – UNION RIGHTS

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

ARTICLE 4 – UNION FEES AND DUES

- A. The District is prohibited from assisting the Union in collecting dues or service fees from wages of District employees, pursuant to applicable state law.
- B. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
- C. The District recognizes the Michigan Freedom to Work (Public Act 349 of 2012) as the law under which the collective bargaining agreement is governed.

ARTICLE 5 – UNION STEWARDS

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

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

ARTICLE 6 – PROHIBITION AGAINST STRIKES

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

ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITIES

There shall be no discrimination against any person in employment or in the union membership because of race, sex, religion, color, creed, or national origin. The parties will work together to assure equal employment opportunities for all. The District will comply with all state statutes governing age discrimination. The District will give equal opportunity and treatment to all District employees covered by this Agreement.

ARTICLE 8 – WORK SCHEDULE, ASSIGNMENTS AND ON DUTY

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

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

A. On Duty.

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

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

B. Lunch Period.

1. **Lunch Period.** All District employees covered by this Agreement shall receive a 30 minute lunch period which is inclusive in the eight hour work day. The police officer must call in to the Control Center to call off busy for lunch.
2. **Coffee Break:** District employees covered by this Agreement will not be entitled to coffee breaks.

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

D. Emergency Closure Reporting. On days where the District closes all schools due to inclement weather or any other emergency, all District employees of the bargaining unit shall report unless otherwise directed, and will be paid their regular pay. District employees of the bargaining unit who are scheduled to report and who fail to report shall be required to present a doctor's certificate indicating that a legitimate medical condition prevented the employee from working in order to use a sick day.

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

ARTICLE 9 – CALL-IN PROCEDURE FOR ABSENCES

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

ARTICLE 10 – ATTENDANCE

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

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

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

A. Attendance Review - General

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

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

Upon review and approval of the Chief of Police and/or his designee, management will counsel employees whose records show such an indication of a pattern of regularity in the use of their sick leave benefits. The counseling session will include a discussion of the pattern observed to date, and the member's reason for absences. Where appropriate, the supervisor will explore positive future courses of available action with the member in an effort to assist the member in adopting corrective measures. At the end of the counseling session, the supervisor will prepare a report of the meeting and attach the report to the member's DPS Police Department Attendance Card. A copy of the report will be provided to the employee. Said counseling does not constitute disciplinary action. Further, said report will be removed from their DPS Police Department record upon request by the employee at the end of one (1) year providing no further corrective action has been necessary since the initial counseling session with the employee.

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

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

ARTICLE 11 – WAGES

Wages for District employees covered by this Agreement shall be frozen and there will be no wage increases through the expiration of this Agreement. All employees' salary shall be subject to a ten percent (10%) wage reduction effective July 1, 2014 through the duration of the contract. There will be wage reopeners for 2014-2015 and 2015-

2016 fiscal years. The District reserves the right to unilaterally impose additional wage concessions for the duration of this Agreement.

ARTICLE 12 – SALARY SCHEDULES AND STEPS

There will be no annual increments for step increases for the duration of the contract for all District employees covered by this Agreement. The salary schedule is attached as Schedule A.

ARTICLE 13 – COMPUTATION OF BACK WAGES

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

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate of pay. In computing the amount of back wages to be paid by the District in settlement of any meritorious back wage claim, the District may deduct earnings of the employee from any source so that the earnings of the employee during the back wages period will not exceed the earnings the employee would have received from the District had he/she been employed by the District at his/her regular rate of pay.

ARTICLE 14 – OVERTIME AND SHIFT DIFFERENTIAL

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

- B. **Shift Differential:** District employees covered by this Agreement working the afternoon shift (individuals who work more than half their shift after 4:00 p.m.) shall receive an additional \$.50 cents per hour for all days worked on the afternoon shift (which includes the weekends). Bargaining unit members working the midnight shift (individuals who work more than half their shift after 1:00 a.m.) shall receive an additional \$.75 cents per hour for all days worked on the midnight shift (which includes the weekends).

ARTICLE 15 – EMPLOYEE BENEFITS

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

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

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

A. Health Insurance:

Effective August 1, 2011, 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 in effect as of the date of imposition of this collective bargaining agreement will remain in effect until July 31, 2014. Effective August 1, 2014, health insurance coverage will be provided to eligible employees as prescribed by the Detroit Public Schools 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 Summary Plan Description (Benefit Enrollment Guide).

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

C. Life Insurance (employee only):

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

D. Health, Dental and Optical Insurance Reopeners:

There will be re-openers for health, dental and optical insurance benefits for fiscal years 2014-2015 and 2015-2016. The District reserves the right to unilaterally impose

restructured health, dental and optical insurance benefit plans, including but not limited to modifications of employee contributions, for the duration of this Agreement.

The provisions in this Article are subject to any and all subsequent Emergency Manager Executive Orders. 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.

ARTICLE 16 – RETIREMENT CONTRIBUTION

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

ARTICLE 17 – WORKER'S COMPENSATION

A. Workers' Compensation

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

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

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

ARTICLE 18 – VACATION BANK AND HOLIDAYS

VACATIONS

A. Effective July 1, 2012, all District employees covered by this Agreement shall receive vacation days with pay. District employees hired before July 1, 2012, shall receive twenty (20) vacation days to be accrued at the rate of .77 per every two weeks worked.

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

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

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

- B. Vacation leave requests will be granted based on the needs of the department. All vacation leave requests will be subject to the approval of management. All approved vacation leave requests are subject to change if an emergency situation is declared by the appropriate administrator or the Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee).
- C. The year should be divided into two (2) vacation periods (summer and winter). The selection for the winter allotment will be on or before September 1st of each year. The selection for the summer allotment will be on or before March 1st of each year. The District employee must utilize vacation days in two (2) consecutive week increments for each vacation period. The District will allow the bargaining unit member to provide to management three selections pursuant to the vacation allotment chart as provided by DPSPD.
- D. Upon termination of employment, except for cause, an employee who has earned vacation according to the formula outlined in "A" above shall be paid his/her accrued vacation.

HOLIDAYS

- A. All District employees, who are covered by this Agreement, shall be paid for the following holidays: Labor Day, Veteran's Day (afternoon only), Thanksgiving Day, day following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Good Friday, and Memorial Day, and July 4th. If any of the above holidays fall on a Saturday, the proceeding Friday shall be observed as the holiday; if the holiday falls on Sunday, Monday shall be observed as the holiday.
- B. A District employee covered by this Agreement shall be eligible for the paid holiday provided he/she works both the day before and the day after such holiday, or is receiving pre-approved sick (other than personal business), or vacation pay or is on scheduled leave day (off day).

ARTICLE 19 – SICK LEAVE BANK

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

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

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

- B. **Personal Business Days:**

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

- C. An employee not able to return to work following four (4) consecutive days of absence for Personal Illness may return to work after submitting to Employee Health Services a return to work statement from his/her doctor and/or the District's designated Physician, except if the employee's absence is related to an approved intermittent FMLA leave.
- D. After four (4) consecutive workdays of sick leave the employee must furnish a statement from his/her physician on a District approved form, in order to secure his/her next paycheck.
- E. The District may implement a schedule of discipline based upon suspected abuse of sick bank by any unit member.

ARTICLE 20 – LEAVE

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

- A. Upon approval of the Human Resources Office of Employee Health Services, illness leaves may be granted to District employees covered by this Agreement. Leaves of absence will not exceed one (1) year and are within the sole discretion of the District. The one year time period will incorporate all leaves of absences such as an illness leave, workers' compensation leave, or an unpaid leave of absence and all leaves of absences will run concurrently. The one year time period does not recommence unless or until an individual has returned to work for 30 days or more.
- B. Upon expiration of the approved illness leave, the employee may be eligible for a position within the District for which they are qualified, if the employee provides the Human Resources Office of Employee Health Services with documentation that he/she is medically qualified to perform the essential duties of the job, with or without accommodations and the employee would not have been subject to layoff during the leave period. Failure to provide the Office of Employee Health Services with the documentation within the contractually required time will be considered a voluntary quit/termination.
- C. An employee returning from a leave of absence may, at the District's discretion, be required to have a medical examination by the District's designated Physician. Form(s) provided by the personal physician is required for return from leave of absence for illness (but not for FMLA to care for a family member or if on intermittent FMLA).
- D. The decision of the Human Resources Office of Employee Health Services in this Article is binding.
- E. District employees covered by this Agreement are not permitted to work a second job while on approved leave – illness or FMLA. Those employees who fail to abide by this section of the article will be subject to discipline up to and including termination. In addition, the employee may be subject to reimbursement for health benefits costs paid on the employee's behalf and other benefits as applicable.

ARTICLE 21 – MATERNITY LEAVE

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

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

ARTICLE 22 – BEREAVEMENT LEAVE

Absence due to death of a member of the immediate family may be charged to sick leave to the extent of one (1) to five (5) scheduled working days as necessary for each death.

1. Included in immediate family membership: husband, wife, children, father, mother, grandfather, grandmother, brothers, sisters, mother-in-law, father-in-law, and any other relative or non-relative living and making his home in the household of the employee.
2. The working days allowed must be consecutive scheduled working days. All bereavement leave days must be taken within seven (7) consecutive calendar days of the day of death:
 - a. If employee works on a day of death; the allowable days do not include the day of death, but begin with the first scheduled working day immediately following the day of death.
 - b. If day of death is a scheduled workday and employee does not work on that day the days allowed begin with and include the day of death.
 - c. If day of death is not a scheduled workday or occurs during vacation periods the days allowed are those scheduled working days (or actual working days following vacation period) which fall within seven (7) consecutive calendar days including day of death.

ARTICLE 23 – PROBATION PERIOD

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

ARTICLE 24 – DISCHARGE AND DISCIPLINE

Consistent with the standard of arbitrary and capricious, discipline procedures will be determined by the Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or Chief Executive Officer ("CEO") (or designee). Such procedures will include:

- A. The District employee covered by this Agreement and the union must be notified in writing of the purpose of a conference or hearing with the administrator or unit head when discipline of a written reprimand, suspension or termination is contemplated. Such notice must include the statement of charges and/or work rule violation(s). The notice must also state that the District employee has the right to union representation.
- B. Unless mutually agreed to by the parties, the hearing or conference of the employee will be held no later than thirty (30) days from the date the investigation upon which the charges are based is concluded. A written summary including the decision will be provided to the affected unit member. If it is serving in a representative capacity, a copy to the Union will also be provided.
- C. If the employee's discipline is in the form of a suspension, then his/her suspension shall be without pay. If the employee's work rule or District policy violation is an action against the District, then at the District's discretion, the member may be suspended without pay during the investigation of the matter. Suspensions without pay against bargaining unit members may be grievable in accordance with the grievance procedure as contained in Article 25 in this Agreement.
- D. Disciplinary action taken against District employees considered improper by the member or the Union may be grieved in accordance with the grievance procedure as contained in Article 25 in this Agreement.

ARTICLE 25 – GRIEVANCE PROCEDURE

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

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

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

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

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

Step 2 – Appeal to Emergency Manager (or designee), or in the event the District's financial emergency is resolved, 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 Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) (through the Office of Labor Relations) the decision rendered by the Chief of Police or the applicable unit head. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the Chief of Police or the applicable unit head.

The Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) shall meet with the parties concerned within twenty-one (21) calendar days after receipt of the appeal request. Within twenty-one (21) calendar days after the conference, the Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) shall render a written decision which shall be forwarded to the Union, and the Chief of Police or the applicable unit head.

Step 3 – Arbitration: If a grievance is not satisfactorily settled at Step 2, the Union may, if applicable, within twenty-one (21) calendar days file for arbitration in accordance with the following:

1. In writing submit to the other party a Demand for Arbitration of any grievance under this Agreement to arbitration. If the parties are unable to agree upon an arbitrator within seven (7) calendar days of notice to arbitrate, the party demanding arbitration shall refer the matter to the Michigan Employment Relations Commission, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute at his discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing no later than thirty (30) calendar days from the date of the close of the arbitration hearing. The arbitrator's opinion shall be final and binding on all parties.

2. Or if either party so requests, the District and the Union representatives will meet further to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation. In Steps 1 and 2 any decision not appealed to the next step of the grievance procedure within twenty-one (21) calendar days from the date a written decision is furnished in accordance with the provisions set forth above, unless an extension is agreed upon in writing shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual, written consent.

Procedures for Grievances Not Under the Jurisdiction of the Chief of Police or

Application Unit Head: The Union shall submit any such grievance in writing to the Emergency Manager (or designee), or in the event the District's financial emergency is resolved, 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 Emergency Manager (or designee), or in the event the District's financial emergency is resolved, 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 Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) shall render a written decision which shall be forwarded to the Union. The decision of the Emergency Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee) and/or his/her designated representative may be appealed to arbitration under the provisions of Step 3 above.

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

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

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

ARTICLE 26 – LAYOFF

- A. Layoff means a reduction in the work force due to a reduction in work or economic necessity.
- B. If a layoff becomes necessary, the following procedure will be followed: Regularly appointed District employees of the bargaining unit will be laid off in accordance with and subject to District criteria, including but not limited to, performance, attendance, disciplinary record, and job classification as a PO or CSPO, respectively, and their special skill.
- C. When conditions exist that allow the District to provide notice of layoff, employees covered by this Agreement to be laid off will be provided five (5) calendar days' notice subject to applicable state law and District policy.
- D. District employees covered by this Agreement are laid off at the end of the third (3rd) day of another unit's work stoppage unless otherwise notified by the District. District employees covered by this Agreement are to return to work on the day indicated in the notice, and such notice may include one or more methods of communication. If the District recalls with the intent to reopen, the District shall have the right to lay off employees again without the need for any specific notice in the event schools do not open or schools open and are subsequently closed.
- E. Upon notice of recall from a layoff under Section D, employees will be expected to return to work on the day indicated in the notice, which may be as soon as the day on the notice. Such notice to include any one, or combination of the following methods:
 - 1. Communication through Media Outlets;
 - 2. Electronic Mail;
 - 3. Posting on the District's website;
 - 4. Direct Mail;
 - 5. Any other means agreed to by the parties to adequately inform employees
- F. In addition, to one of the above, the District may also use any other means agreed to by the parties to adequately inform the employees.
- G. In the event that the District recalls employees laid off due to work stoppage with the intent to reopen schools, the District shall have the right to lay off employees in the event school do not open, or schools open and are subsequently closed, the following day without the need for any specific notice.

ARTICLE 27 – RECALL PROCEDURE

- A. Employees laid off through the procedure as stated in the above article shall be maintained on a recall list for a period of one (1) year from the date of layoff.
- B. District employees in this bargaining unit will be recalled from layoff in accordance with and subject to District criteria, including but not limited to, performance, attendance, disciplinary record, and job classification as a PO or CSPO, respectively, and their special skills. The tie-breaker will be classification seniority and years with the District.
- C. Notice of recall shall be sent by regular U.S. mail and/or e-mail to the employee at his/her last known address(es). It shall be the responsibility of the employee to notify the Human Resources Information Department of any change of mailing or email addresses and telephone number immediately after such change.
- D. The District will utilize the following formula in determining recalls: (1) Performance Evaluation; (2) Attendance for the current fiscal year; and (3) Discipline Record for the past three years. The tie-breaker will be classification seniority and years with the District.
- E. Recalled employees shall be considered to have voluntarily quit and will lose recall rights and the District shall be under no further obligation to the employee if they:
 - 1. Do not return to work as directed by the District within five (5) calendar days of the date of the notice of assignment letter or three (3) calendar days if notified by telephone or email (absent extenuating circumstances as determined by the District).
 - 2. Separate from the District (resign or retire under the terms of any retirement program).
 - 3. Do not return at the expiration of a leave of absence.

ARTICLE 28 – VETERANS – RESERVES – EDUCATION

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

ARTICLE 29 – VETERANS’ RIGHTS

- A. An employee entering any of the armed services or reserves of the United States will be granted a leave without pay for any leave covered by the Uniform Services Employment and Reemployment Rights Act when enrolled and assigned to active duty.
- B. The re-employment rights of employees returning from a military leave will be equal to applicable laws and regulations.

ARTICLE 30 – PERSONNEL FILE

- A. An employee’s official personnel file shall be maintained by the Division of Human Resources.
- B. An employee may review his/her personnel file at the Division of Human Resources.
- C. No discipline action will be placed in the employee’s personnel file unless the documentation is provided to the employee. If the employee refused to accept a copy of the discipline action, then it can be placed in his personnel file.
- D. Disciplinary actions shall be removed, upon the employee’s request, from an employee’s official personnel file two years after the issuance of the discipline and provided there has been no further discipline within the two year period and the employee is not currently in the discipline process for another offense. The removal of the discipline from the personnel file is at the discretion of the District.

ARTICLE 31 – PERFORMANCE EVALUATION

The parties will utilize the District wide Employee Performance Evaluation Process and the rating form will be placed in the employee’s personnel file. The performance evaluation tool will include, but will not be limited to, the following performance factors:

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

ARTICLE 32 – SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the local business agent or his designated representative and the District or its designated representative

upon the request of either party. Such meetings shall be between at least two (2) and no more than four (4) representatives of the District and at least two (2) and not more than four (4) representatives of the Union. Arrangements for such special conferences shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the Agenda. Conferences shall be held on a date mutually convenient to the parties during the regular workday, unless some other time is mutually agreed upon. The members of the Union shall not lose time or pay for the time spent in such special conferences. The members of the Union shall not receive pay for special conferences that occur outside of their regular work day or work hours.

ARTICLE 33 – OUTSIDE EMPLOYMENT

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

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

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

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

ARTICLE 34 – UNIFORMS

The District will provide the employee with an annual voucher or, in the alternative, a clothing allowance for the purchase of uniform equipment for specific items approved by the Department from approved uniform vendors. The District will determine the amount of the voucher for each District employee covered by this Agreement.

The voucher amount for each officer is up to, but will not exceed, \$300.00 annually. There will be no carryover of unused funds to the following fiscal year should an officer not expend the entire voucher allowance.

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

ARTICLE 35 – DRUG TESTING AND CRIMINAL HISTORY RECORD CHECK

- A. Drug Testing.** The parties recognize that the District has a substantial interest in a drug free Detroit Public Schools Police Department. Unit members will be subject to drug testing on a random basis without regard to individualized suspicion no more than four (4) times per calendar year. All testing and related procedures will be conducted through the District's Office of Employee Health Services. The District reserves the right to drug screen its employees whenever there is a suspicion of drug and alcohol use.
- B. Criminal History Record Check.** In the event that a District employee covered by this Agreement is laid off (or on an approved leave of absence or otherwise separated from the District) for six months or more, he/she shall be subjected to a criminal history record check which includes fingerprinting at the employee's expense and a drug test before he/she is returned to service with the District.

ARTICLE 36 – LEGAL COUNSEL

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

1. A copy of the Complaint and Summons is transmitted to the Office of the General Counsel within seven (7) calendar days of service upon the defendant officer together with a covering letter from the POAM union President or his designee requesting legal assistance.
2. Pursuant to District investigation and determination, the officer(s) named was acting consistent with and within the scope of his/her proper administrative duties and responsibilities and within his/her official representative capacity as District officer.
3. Pursuant to District investigation and determination, such officer has acted in full accord with District policy in carrying out functions that give rise to the legal action and the officer fully cooperates with the District's investigation and defense of the legal action.

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

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

ARTICLE 37 – SEPARABILITY AND SAVINGS CLAUSE

- A. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions herein shall remain in full force and effect.
- B. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the specific provision held invalid.

ARTICLE 38 – MILEAGE

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

ARTICLE 39 – CANINE OFFICER

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

ARTICLE 40 – CHANGE AND TERMINATION

The contract will terminate effective June 30, 2016 unless the parties mutually agree in writing to extend the contract or pursuant to Public Act 436 of 2012 the Emergency Manager appointed under the Local Financial Stability Choice Act may reject, modify or terminate the collective bargaining agreement.