AGREEMENT

between the

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

and the

DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

AFT LOCAL 4168 – AFL-CIO

JULY 1, 2023 – JUNE 30, 2024

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PREAMBLE

This Agreement is entered into by and between the Detroit Public Schools Community District, hereinafter called the "District", and the Detroit Association of Educational Office Employees, AFT Local 4168, AFL-CIO, hereinafter called the "Union".

The District shall be considered the employer for all contractual and statutory purposes.

WHEREAS, the District and the Union realize the importance of equitable and quality education for all children as factors in maintaining and preserving the concepts of democracy; and

WHEREAS, the parties to this Agreement recognize the vital role of ALL employees covered by this bargaining unit who provide smooth operational implementation of the business functions of this school system, and further assure administrators, teachers, other employees, students, parents, and the community-at-large the opportunities to fulfill their goals for providing the best educational programs for all pupils of this school district; and

WHEREAS, the District and the Union have pledged to maintain a relationship of mutual assistance and cooperation of providing open channels of communication to enhance the school system in its endeavors for improvements in the areas of finance, governance and educational pursuits;

THEREFORE, the parties agree as follows:

ARTICLE I – RECOGNITION

Definitions: Union Membership Dues or Agency shop Service Fees and Dues Deductions

A. Recognition

The District recognizes the Union as the sole and exclusive bargaining representative of its employees listed in Appendix A, including Emergency Substitutes working in Regular Positions serving in any of the classifications listed in Appendix A.

B. Definitions

All personnel represented by the Union in the above-defined bargaining unit shall, unless otherwise indicated hereinafter be referred to as "employees".

C. Union Membership

1. 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 forty (40) days of hire by

the District, become members, or in the alternative, shall, within forty (40) days of their date of hire by the District, as a condition of employment, pay to the Union each scheduled full, bi-weekly pay period a service fee in an amount equal to the regular membership dues uniformly required of employees of the District who are members.

2. The District shall deduct from the pay of each employee from whom it receives authorization to do so the required amount for the payment of dues or service fees. Such dues, or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by 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 thirty (30) days after the deductions were made.

   To the extent the union has been invoiced by the District for reimbursement of union employees' salaries and benefits and the union has not paid the invoice within three weeks of the date of the invoice, the District shall have the right to deduct the amount the union owes the District from checked-off dues owed the union.

3. An employee who shall tender or authorize the deduction of 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.

4. The District 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.

5. The District, upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition, shall immediately notify said employee that her/his services shall be discontinued at the end of ten (10) days and shall dismiss said employee accordingly through written notification with a copy of the communication forwarded to the Union.

6. The Union shall notify the District forty (40) days prior to any change in such dues or fees.

7. 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.

8. The Union agrees that in the event of litigation against the District, its agents

or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the District, its agents or employees for any monetary award arising out of such litigation.

9. The District shall inform all new employees and employees returning from leave/resignation within thirty (30) days of hire or return of their obligations under this section, provided that failure of the District to so inform shall not be a defense of any employee who has failed to comply with the provisions of this section.

10. The District, through the appropriate administrative unit, shall continue to notify the Union of all new hires, returns from absence or leave, and separations, upon request by the Union.

D. School Calendar

1. The District shall consult the union in the development of bargaining unit members' work schedules (i.e., the days that employees work during the school year, based upon the academic calendar).

2. The parties agree to the adopted and published calendar for the 2017-2018 and 2018-2019 school year.

ARTICLE II – EQUAL EMPLOYMENT OPPORTUNITY

Generally, and unless required otherwise by law, the assignment, promotion, and transfer of satisfactory employees in this bargaining unit shall conform to the provisions of this Agreement, District policies and established practices. In accord with District policy, no person or persons, department or divisions responsible to the District shall discriminate against any employee on the basis of race, creed, color, age, national origin, sex, marital status, or membership in or association with the activities of the Union. The parties will continue to work together to assure equal employment opportunities to all.

ARTICLE III – PROHIBITION AGAINST STRIKES

The Union will not engage in or encourage strike action of any type during the life of this Agreement.

ARTICLE IV – HOURS OF WORK

A. All regular, full-time employees covered by this Agreement shall work thirty-seven and one-half (37-1/2) hours per week, Monday through Friday, including one (1) fifteen (15) minute daily relief period, excluding a duty-free lunch period.

B. 1. Regular working hours, as previously established, shall be maintained for all employees in the bargaining unit. The regular schedule in administrative offices shall be 8:15 a.m. to 5:00 p.m., Monday through Friday, not to exceed seven and one-half (7 ½) hours per day and based on flex schedule as follows:

A department head may determine based upon the department's need that flex work schedules are appropriate. Once such determination is made, the department head may discuss and implement flex work schedules.

2. Regular school office hours shall be established by the Superintendent or his designee, but such hours shall be in accordance with the thirty-seven and one-half (37-1/2) hour work week. A school administrator or his designee shall be present until the conclusion of the work day. The designee shall not be a clerical employee.

C. Summer school hours of clerical personnel shall be determined at the District's discretion.

D. **Evening School Hours** - Clerical personnel shall report and be paid for a thirty (30) minute period prior to the beginning of the evening school session.

ARTICLE V – COMPENSATION

The base salaries of employees covered by this Agreement are shown in Appendix A, which is incorporated as part of this Agreement. The annual rates of pay shown on the salary schedule are based upon full-time employment in the specified positions. Any permanent employee regularly employed on a continuing basis, but not on a fifty-two (52) week basis, shall be compensated at a prorated rate of pay. In the event an employee in this bargaining unit receives wages or other monies to which she/he is not entitled, and which are payments or overpayment of such wages or monies, the District agrees it shall make arrangements for payment without unusual hardship to such employee. Fraud, theft, embezzlement or other unlawful acts are excluded.

A. WAGES 2017-18

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

Employees at the top step of their respective wage schedules shall receive an on- schedule wage increase of 3.0%, effective January 29, 2018.

2. For employees on steps

a. Employees on steps other than on the top of the wage schedule shall receive an on-schedule wage increase of 3.0% effective January 29, 2018.

b. In addition, employees employed as of July 1, 2017 shall also move one step on their respective wage schedule effective January 29, 2018.

3. Other

a. The first three steps of Clerical Series, Level II shall be deleted, such that the first step shall be $10.77 (prior to the percentage increases noted above), with the number of steps being reduced from 12 to 9.

b. In addition, the ES rate shall be the former Step 1 of Clerical Series, Level II at $9.47 (prior to the percentage increases noted above), and the ESRP rate shall be the former Step 2 of Clerical Series, Level II at $9.90 (prior to the percentage increases noted above).

c. The parties agree to meet no later than November 30, 2017, to review what other contract modifications should be made to accommodate the changes set forth above, such as placement on the appropriate step level when prior experience is recognized.

B. WAGES 2018-19

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

Employees at the top step of their respective wage schedules shall receive an on-schedule wage increase of 4.0% effective January 28, 2019.

2. For employees on steps

a. Employees on steps other than the top of the wage schedule shall receive an on-schedule wage increase of 3.0%, effective January 28, 2019.

b. In addition, employees employed as of July 1, 2018, shall also move one step on their respective wage schedule effective January 28, 2019.

C. WAGES 2019-20

There will be a wage re-opener for the 2019-20 school year, provided, however, that in any event or circumstance there will be no reduction of wages, or other forms of monetary compensation for DAEOE bargaining unit members for that school year. The parties will meet and collectively bargain in good faith on this wage re-opener

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

D. Outside Experience

Applicants for Clerical Series, Level II positions, who meet the minimum requirements, shall be allowed credit on the salary schedule for up to eight (8) years outside job classification experience. No less than one full year of verified experience is creditable on this bargaining unit's salary schedule. Partial year or part-time service is not applicable.

E. Longevity

Effective July 1, 2009 through the duration of this agreement, longevity payments shall be suspended.

F. Computation of Salaries Upon Return from Leave of Absence or Resignation

1. Members returning from leaves of absence within a year of the date of leave will be paid the salary the employee received at the time of the commencement of the leave plus any salary adjustments due to negotiated salary increases but not including any step increases for the leave period.

2. Members returning from leaves of absence following one or more years from the commencement of the leave will be paid a salary to be computed as follows:

   a. If the member had been employed in an entry level position prior to the original leave date, her/his salary upon return from leave will be the minimum of entry level plus one earned step increase for each year of prior service.

   b. Subject to Article XIX, Leave Policy, Section E, Return from Leave, if the member had been employed in a promoted position prior to the original leave date, her/his salary upon return from leave will be the salary she/he was receiving when she/he left plus any salary adjustments due to negotiated salary increases but will not include any step increases for the leave period.

3. Members returning after resignation will be compensated at the current minimum salary for the classification to which they are returned, as deemed appropriate by the District. Members shall be returned at the step level held prior to resignation but will not receive credit for step increases during their resignation. Longevity shall be included if applicable, but longevity credit shall not be granted during their resignation.

G. Wage Differential

Clericals and other members of the bargaining unit who are requested by their administrator to work in a higher classification will be paid at the higher rate for such performance in accordance with Article XIV of this Agreement.

H. Evening School and Summer School Hourly Rates

1. Hourly rates for Evening School will remain in effect for the duration of the Agreement.

2. Evening School clerical employees who are responsible for the direction of temporary additional clerical employees' service may be assigned an extra one-fourth (1/4) hour paid time as needed and recommended by the Evening School Principal.

3. **Summer School Rate**
Bargaining unit members working summer programs shall be paid an hourly rate of $18.00 contingent upon available and sustainable grant funds. In the event that there is no available and sustainable grant funding for the summer programs, the wages of bargaining unit members shall revert back to the regular summer school hourly rate.

4. Human Resources will announce summer employment positions and establish a two-week period during the spring semester for the receipt of applications.

I. Workshop Rates

Effective December 13, 1994, the rate for Workshop Secretary and/or DAEOE participant beyond the regular work day shall be at the regular overtime rate, e.g., time-and-one-half (1-1/2).

J. Mileage Allowance

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

All unit members who are directed to use their own vehicles during regular working hours will qualify for mileage reimbursement up to a maximum of 500 miles per month.

K. Personal Property Loss

During the term of this Agreement, a fund in the amount of three thousand dollars ($3,000) shall be established from which individual members may be reimbursed for approved claims in the amount not to exceed one hundred dollars ($100) for

personal property loss due to theft, burning, or willful malicious damage. Personal property is defined as anything normally worn or carried into the building by the employee but shall not include cash. The parties recognize and agree that a member has a moral obligation to reimburse the fund if the member also actually collects for the same loss from an insurance carrier.

Settlement for such loss claimed under this section shall be made during the quarter in which the loss is verified.

L. Upon Retirement – Payment of Unused Sick Leave Days

Payment of unused sick leave days shall be suspended through the duration of this agreement.

Upon retirement with a retirement allowance, in accordance with the qualifications established by the Michigan Public School Employees' Retirement System School District of the City of Detroit, an employee will be paid an amount not to exceed one-half (1/2) her/his sick leave days, with a maximum allowance of thirty-five (35) days' pay.

M. Overtime

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

   Authorized hours worked prior to the beginning of the regular work day shall be counted in the computation of overtime hours in the same manner as hours worked at the end of the regular work day.

2. Overtime shall be compensated by one and one-half (1-1/2) the hours worked - either in monetary pay or compensatory time. Employees assigned to work Saturdays, Sundays and holidays shall be compensated in monetary pay or compensatory time unless paragraph 1 above applies.

   The mode of compensation must be mutually agreed upon in writing with copies on file at work location. An employee shall not be required to work overtime unless the mode of compensation has been mutually agreed upon. This language does not preclude the assignment of personnel from other offices to work in the office where the overtime is needed in the event mutual arrangements are not made within the particular office where the overtime is required. Administrators shall not abuse the requirement that employees work overtime.

3. Compensatory time shall be authorized by the employee's immediate administrative superior and shall be recorded in writing by the superior with copies on file at the work location. Compensatory time shall be used within three (3) months of the date of earning and while assigned to the unit where earned. If such accumulated compensatory time cannot be used during said period or is in excess of seventy-five (75) hours, then the Division Head or appropriate administrator shall authorize a salary equivalent in lieu of compensatory time.

4. Emergency Substitutes shall be assigned for the purpose of providing necessary clerical service as needed and particularly so that employees in the bargaining unit may use their compensatory time.

N. Computation of Back Wages

Computation of wages or fringe benefits must be brought within two 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.

O. Use of Vacation Days During Winter Break

Ten (10) month DAEOE bargaining unit members with sufficient days in their "vacation bank" shall have the option to use vacation days to be paid for the winter break.

DAEOE bargaining unit members are responsible for monitoring the use of their vacation days and the number of days in their respective bank.

P. Direct Deposit/Debit Card

The District has the right to and will implement, at its discretion, the payment of wages to employees covered by this agreement through direct deposit or a payroll debit card and issue pay advices electronically in accordance with state law.

Q. Office of School Nutrition

Members assigned to the Office of School Nutrition (OSN) shall be eligible to receive an efficiency bonus, if offered by the Office of School Nutrition. The amount and criteria for eligibility to receive the efficiency bonus shall be established by the Office of School Nutrition.

ARTICLE VI – FRINGES

The parties will engage in good-faith collective bargaining over health and other insurance benefits to be effective January 1, 2019 and may do so on a coalition basis with other Unions, starting in March 2018.

A. Insurance Program

All full-time bargaining unit members may elect to receive full family health, dental, optical and employee only life insurance as provided below.

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

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

1. Health Insurance:

Eligible employees may elect health insurance for himself/herself and eligible dependents.

Effective January 1, 2014, bargaining unit members who elect health insurance coverage will be eligible to receive coverage under one of two HMO plans or one of two PPO plans.

Employees choosing HMO coverage will be required to pay 20% of the annual premium cost via payroll deduction.

Employees choosing PPO coverage will be required to pay 20% of the annual premium cost of the chosen PPO plan, plus the difference in premium cost between the PPO plan selected by the employee and the higher cost HMO plan. Such premium cost sharing will occur via payroll deduction.

Employees choosing PPO coverage will have the following options available:

PPO Plan 1
$250 (single)/$500 (family) annual deductible
$1,500 (single)/$3,000 (family) annual out of pocket maximum
90% (in-network)/70% (out-of-network) co-insurance
$20 office visit co-pay

PPO Plan 2
$500 (single)/$1,000 (family) annual deductible
$3,000 (single)/$6,000 (family) annual out of pocket maximum
80% (in-network)/60% (out-of-network) co-insurance
$20 office visit co-pay

HMO Plans
$20 office visit co-pay

2. Emergency Room and Urgent Care Co-Pay

The emergency room co-pay for non-emergency care will be one hundred dollars ($100) per visit. The urgent care co-pay shall be fifty dollars ($50)

per visit.

3. **Prescription Rider**
The co-pay for generic equivalent prescription drugs will be five dollars ($5) per prescription, the co-pay for generic, formulary prescription drugs will be twenty-five dollars ($25) per prescription and the co-pay for non-generic, non-formulary prescription drugs shall be forty dollars ($40).

Employees will have the option of utilizing mail order prescription service for maintenance medications prescribed for more than thirty (30) days. Employees utilizing the mail order prescription drug program will receive a ninety (90) day supply at a cost of two (2) prescription co-pays.

4. **Dental Insurance**
Eligible employees may elect dental insurance for himself/herself and eligible dependents. Eligible employees may choose one of two dental plans. Employees shall contribute 20% of the cost of the dental insurance selected.

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

5. **Optical Insurance**
The District shall provide a comprehensive full-family optical care program to all full-time employees.

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

Members shall receive an optical exam once every twelve (12) months. On the off year, new lenses shall be provided, for unit members only, if there is a change of .5 diaoplar or more in prescription. Any additional costs, for tinting, etc., beyond the cost of the actual lenses, shall be borne by the unit member.

6. **Life Insurance**
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.

7. **Voluntary Benefits - Not District sponsored**
This program is optional at employee's expense for all regular employees through various insurance companies for whom payroll deduction has been authorized.

8. **Tax-Deferred Annuity - Not District Sponsored**
This program is optional at employee's expense for all regular employees through various insurance companies for whom payroll deduction has been authorized.

9. **Flexible Health and Welfare Reimbursement Plan - District Sponsored**
The District shall maintain a Section 125 plan for members of the bargaining unit.

B. Vacation and Off-Days with Pay

Effective the first pay period in July, 1978, all regular employees covered by this Agreement shall receive vacation or off-days, whichever shall apply, with pay, as follows:

1. Effective July 1, 2000, vacation credits shall accrue at the following rates:

Years of Service	Rate Per 2 Weeks of Service	Not to Exceed 52 Weeks of Service
0 – 1 year	0.19	5 days
1 – 5 years	0.38	10 days
6 – 12 years	0.57	15 days
13 – 19 years	0.76	20 days
20 years or more	0.96	25 days

2. **Vacation Days**
Vacation days shall be granted twelve (12) month employees in all cases at such times, and including such specific days, as are at the discretion of the respective heads of the departments in the best interest of the District. All absences may be deducted from earned vacation subject to the approval of the head of the department.

3. **Off-Days**
Employees in this bargaining unit who are eligible for off-days with pay shall receive such days even if they are absent without pay on the last scheduled work day preceding the scheduled off-days and/or the first work days following said off-days, provided such absences without pay are the result of an emergency or other unforeseen condition and are reviewed and approved by the Appropriate Administrative Unit. The decision of the Appropriate Administrative Unit with respect to such cases shall be final unless it is shown that the decision of the Appropriate Administrative Unit, in a particular case, is grossly unjust.

4. **Off-Day Schedule**
a. Forty-three (43) and forty-eight (48) week employees shall continue to

take their off-days with pay as developed by the Appropriate Administrative Unit.

b. Clerical Level IV, fifty-two (52) weeks, Senior High Schools, shall use accrued vacation days at times when regular school is not in session. Requests from Clerical Level IV's, Senior High Schools, to use accrued vacation days when regular school is in session, must be approved by the school principal.

5. Vacation or off-days, whichever shall apply, may not be taken until completion of sixteen (16) weeks of employment. Vacation days (off-days) must be taken during the year earned or the following year.

6. Upon termination of employment, other than for cause, the employee who has worked more than sixteen (16) weeks shall be paid her/his accrued vacation.

7. When an employee transfers from another District's bargaining unit via promotion or entry level assignment into the Union's bargaining unit, she/he shall retain District years of service credit for vacation computation.

C. Holidays

1. All regular fifty-two (52) week employees covered by this Agreement shall be paid for the following holidays: Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Birthday, Good Friday and Memorial Day.

2. The day before Thanksgiving will be paid as a holiday for both 2017 and 2018.

3. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

4. If additional paid holidays are authorized by the District to apply throughout the Public School System to all regular employees, during the life of this Agreement, such holidays shall become a part of this Article.

5. A bargaining unit member shall be eligible for the paid holiday, provided he/she works both the day before and the day after such holiday, or is on an unpaid furlough day or is receiving vacation or paid sick leave, other than personal business.

ARTICLE VII – WORK LOADS AND ASSIGNMENTS

A. Since efficient administration is promoted when employees are working within their area of competence without excessive and overburdening demands, employees shall not be assigned work which should properly be distributed to other personnel.

B. Security/Door Monitoring
Bargaining unit members assigned to schools that use video cameras for verification of a visitor's identity for entrance into the building, shall not be responsible for reviewing, via camera, the visitor's identification documentation prior to admittance into the building.

C. Although the content and import of the work done by the clerical staff is generally the responsibility of administrators, the parties recognize that the production and compilation of this information and communication can best be facilitated by close cooperation between the clerical and administrative staffs. Therefore, administrators shall:

1. Establish work priorities.
2. Relieve clerical staff of administrative duties and responsibilities.
3. Assign work on an equitable basis.
4. Maintain a climate within an office conducive to work production.
5. Refrain from involving secretaries with work not related to the District.
6. Reassign standard duties to provide interchange of knowledge and capabilities of performance, which assures training for professional growth.
7. Share concerns and "listen" to suggestions or problems which will provide improved working relationships within the entire school or department.

D. In the event the District conducts or sponsors workshops that are held after regular working hours, the secretary assigned to the workshop shall perform all clerical duties associated with that workshop.

E. Employees not covered by this Agreement shall not displace employees covered by this Agreement by performing work normally performed by such employees except in instances of reorganization. The Union will be notified, of any instance of reorganization that results in Staff Reduction at which time Article XVIII shall be implemented.

F. Physical assistance shall be provided upon the request of the immediate administrator to perform tasks involving excessive or heavy lifting.

G. The District shall not reduce the promotional classification level of a vacant position without notice to the Union and an opportunity to respond.

H. Clerical Allocation Code in Schools and Administrative Offices

The District will make reasonable efforts to comply with the clerical allocation codes; however, the District's allocation of clerical staff is within the sole discretion of the District.

1. The parties have endeavored to establish generally acceptable levels of clerical staffing at District schools based upon student enrollment. These guidelines will be affected by a variety of factors, predominately budgetary constraints, but also by the number of administrators assigned to the school, transiency of students (SIS reports); poverty level; grant funding, special education, bilingual education, student code violations, number of guidance counselors, automation, lunches served and any other school programs which add to or reduce the workload of the clerical staff assigned to a particular school.

2. For guidance only, the parties set forth the following model allocations:

Elementary/ Middle/K-8	Student Population	Number of Clericals
	1-500	2
	501-1300	3
	1301 – 2249	4
	>2249	5
High	1-400	2
	401-999	3
	1000 – 1499	4
	1500 – 1749	4.5
	1750 – 1999	5
	2000 – 2749	6
	2750 – 3499	7
	>3499	9

3. Special Education shall be counted twice.

4. Subject to the same factors set forth above, the assignment of Bookkeepers will be determined by the number of cash transactions at high schools and Vocational Centers and will not be counted in the model allocations set forth above.

5. Trade and Special Schools See Appendix B, Clerical Series.

6. Administrative Offices – See Appendix B.

7. Office co-op students will be assigned when the adjusted enrollment figure is close to warranting additional clerical personnel. This is automatically done

by Human Resources.

I. Banking School Monies: Handling Substitute Calls
See Letter of Understanding in this Agreement.

J. Handling Funds

The parties agree to review concerns and training needs for bargaining unit members who are assigned financial duties, such as procurement, bookkeeping and other related financial duties.

ARTICLE VIII – SPECIAL CONFERENCES

Meetings to discuss problems of mutual concern shall be held by the Superintendent or designee and representatives of DAEOE upon request of either party.

ARTICLE IX – PROBATIONARY EMPLOYEES; EMERGENCY SUBSTITUTES IN REGULAR POSITIONS (ESRP'S)

A. Probationary Employees

1. A newly appointed employee shall be considered a probationary employee for a period of six (6) months.

2. At the end of three (3) months, the administrator shall issue a preliminary report to the probationary employee regarding her/his job performance. Areas for improvement, if any, shall be noted along with recommendations and available assistance.

3. Before the administrator files the probationary evaluation form, the administrator shall hold a conference with the probationary employee to discuss the evaluation form, supplying the employee a copy of the form.

4. If the employee is rated unsatisfactory, she/he shall be released.

5. 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 as set forth in this Agreement, except employees discharged and/or disciplined for other than Union activity.

B. Emergency Substitutes in Regular Positions (ESRP's)

An Emergency Substitute (ES) shall be assigned as an Emergency Substitute in a Regular Position (ESRP) after twenty (20) consecutive working days in the same

assignment and upon the written request of the administrator. Upon assignment as an ESRP, the employee shall receive the wage differential retroactive to the first day of assignment.

ARTICLE X – VACANT POSITIONS

Unit members will be assigned to specific school buildings and other buildings operated by the District in accordance with its policies, procedures and as provided in this Agreement.

Whenever a school building is razed or demolished, the unit members assigned to said building shall be reassigned in accordance with the current applicable provisions.

A. Promotions - Eligibility Pools

Management reserves the right to continue to define the qualifications/ competencies, and assessment tools for all classifications in order to meet the challenges and needs of the changing environment. Management shall not reduce the classification of an approved vacant position without prior notification being given to the Union.

1. Upon request from a principal or site administrator, the Department of Human Resource Management and Planning shall post an Announcement for a specific vacancy. This posting will include all qualifications necessary to fill the vacancy. Persons wishing to apply must submit applications in accordance with the directives outlined in said announcement.

   (Note: A prospective candidate can apply for a vacancy which demands a lower classification but cannot apply for a vacancy for which he/she is not deemed eligible).

   Unit members currently employed by the District, who wish to apply for a vacancy will be classified in the eligibility pool as either a voluntary transfer or promotion. In addition to the eligibility requirements identified in the announcement, a current employee's eligibility will also be predicated on the following:

   - Probationary employees are not eligible for transfers or promotions.
   - He/she must not presently be charged with a disciplinary infraction;
   - He/she must not have been penalized for a disciplinary infraction for at least one year (12 months prior to the date of posting the announcement);
   - He/she must have received a satisfactory job performance evaluation during the last rating period; and/or,

- If the selection to fill the posted vacancy will result in a voluntary transfer for the applicant, he/she must not have been previously granted a voluntary transfer within the preceding one year (12 months prior to the date of posting the announcement);
- He/she must have passed the promotional examination.

Applicants who are not currently employed by the District must satisfy the District's employment policy requirements for employment in addition to the eligibility requirements identified in the announcement.

2. a. When candidates for a position have been identified, applicant pools will be prioritized in the following order:

    1) Except as otherwise required by law (including court and arbitration decisions), displaced persons, e.g. due to reconstitution, returns from leaves, other than Workers' Compensation, and F.M.L.A.
    2) Voluntary transfers;
    3) Promotions; and,
    4) Prospective employees

b. Displaced unit members must apply for posted vacancies of his/her present classification for which he/she is qualified.

c. The District reserves the sole and exclusive right to select eligible applicants for interview from the list of eligible candidates. Human Resources will notify eligible employees of their status after the eligibility list has been determined. The Union shall be provided with a copy of all eligibility lists. Once the vacancy has been filled, the eligibility list shall expire.

d. The parties agree that all persons who are denied eligibility for a vacant position shall, as a part of the written notification from the Department of Human Resource and Planning, be informed of their right to discuss their eligibility with the appropriate office within the Department. This will be in accordance with Article XV – Personnel File and Employee Performance Evaluation.

B. The Department of Human Resource Management and Planning shall fill all posted vacancies within ninety (90) days.

C. Human Resources shall determine starting dates for new hires, promotions and transfers with advance notice to the employee, new hires and administrators involved. Human Resources shall place all employees selected for promotion no later than 10 work days from the date of notification. Employees not placed in the

new position shall begin receiving promotional pay rate beginning on the 11th day.

D. **Exceptions**
Notwithstanding the provisions of this article, exceptions may be made to the above procedures to comply with applicable laws, including court and arbitration decisions.

ARTICLE XI – TRANSFER

A. In recognition of the commitment by both the District and DAEOE to the principle of total involvement in seeking solutions to educational problems, it is acknowledged by both parties that the District retains the right to transfer all unit members covered by this Agreement from one position to another.

In the case of individual transfers:

Human Resources will make every effort to notify unit members being transferred within five (5) calendar days before the date the contemplated transfer is to become effective. The Union shall be furnished with notification of the transfer. The parties recognize that emergency situations may arise in which the five (5) day notice is not feasible.

B. Except in cases under Article X whenever there is a need for an involuntary transfer it will constitute a provisional assignment.

C. Provisional temporary assignments shall not be used as a punitive measure.

D. The Union shall receive a copy of the unit member's notification from the Department of Human Resource Management and Planning before the member is re-assigned.

E. The effected unit member must submit any objection in writing to the Department of Human Resource Management and Planning no later than five (5) days from receipt of notification.

F. When the provisional re-assignment is completed, and the unit member returns to his/her original work location, the member will be held "harmless" for any work that was not done in the original position during the provisional assignment.

G. A unit member serving in a provisional assignment may be evaluated for job performance in the provisional assignment.

H. **Voluntary Transfers**
All transfers shall be handled through the Office of Human Resources Information Systems/Administrative Services and Consulting.

All full-time District employees who are members of the DAEOE bargaining unit may request a transfer submitted on the appropriate District form in accordance with the District's transfer policy for DAEOE bargaining unit members.

All transfer requests that have not been effectuated by the end of the school year shall become void and must be renewed by January 1 of the following year.

I. **Exceptions**
Notwithstanding the provisions of this article, exceptions may be made to the above procedures to comply with applicable laws, including court and arbitration decisions.

ARTICLE XII – 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 subject 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 XIII – PROMOTIONS

If the District requires a typing test as an eligibility requirement for a vacant position, clerical employees responding to a posting shall not be required to retake a typing test if they previously have passed such a test within two (2) years of the posting.

If the District requires an assessment test as an eligibility requirement for a vacant position, clerical and technical employees responding to the posting shall not be required to retake an assessment test if they previously passed the same assessment test within eighteen (18) months of the posting.

ARTICLE XIV – EMPLOYEES IN "ACTING" POSITIONS

A. Employees covered by this Agreement who are requested by their administrator to work in a higher classification will be paid at the higher rate for such performance. The following procedure shall be used to identify and pay the above-mentioned employees:

1. An employee is eligible for acting status after thirty (30) consecutive work days for a continued absence or in a position that has been vacated.

   Employees in a vacant position shall be "acting" no more than thirty (30) days.

2. Upon expiration of the thirty (30) days, the administrator-in-charge shall write a memo to the Division of Human Resources.

3. The written memo should verify the following:

   a. The employee has served thirty (30) work days in the higher classification at the administrator's request.

   b. Employee's present classification, social security number and file number.

   c. Title of the higher classification and name of employee who is absent or who has vacated the position.

   d. Date the employee was assigned the acting duties.

   e. The employee is performing the work at a level commensurate with the higher classification.

B. The salary adjustment shall be computed as follows:

   1. In a vacancy, the salary adjustment for employees assigned as provided above will be consistent with established promotion procedures.

   2. In an absence, the salary adjustment for the employee assigned to fill the classification of the absent employee shall be the minimum of the absent employee's classification or a step added, whichever is greater.

C. A clerical may receive acting status in one of the following classifications:

   Clerical II, III and IV
   Clerical Coordinator
   Bookkeeper Coordinator

   Other promotional classification(s) which may be incorporated in this Agreement.

D. Other Union employees may receive acting status in one of the following classifications if she/he is an employee in that series:

   Storekeeper Series
   Senior Data Processing Equipment Operator
   Principal Data Processing Equipment Operator
   Intermediate Purchases Agent or Programmer
   Principal Purchases Agent or Programmer
   Junior Preparator

Senior Preparator
Assistant Equipment Technician
Senior Assistant Equipment Technician

E. Reassignment from acting status to prior classification shall be as follows:

1. When the absent employee returns, or the vacant position is filled, the employee assigned acting status will be reassigned to her/his prior classification. If the employee was entitled to a step increase during the acting assignment, it shall be applied upon reassignment to prior classification without a change in step increase period date(s) of the prior classification.

2. Upon notification that an absent employee plans to return or that a vacant position will be filled on a given date, the administrator-in-charge shall send a memo to the Director of Human Resources indicating that the employee assigned acting status should be reassigned to her/his prior classification on a given date.

3. Removal of acting status for any other reason shall be the decision of the administrator-in-charge.

ARTICLE XV – PERSONNEL FILE AND EMPLOYEE PERFORMANCE EVALUATION

A. Personnel records are confidential and are carefully guarded in the interest of the individual employee. Although they are primarily for administrative and supervisory use, in accordance with the restrictions contained in Michigan's "Employee Right to Know Act", they are accessible, with the exceptions noted below, to the individual employees concerned.

B. The individual employee may examine her/his own record with the Superintendent or his designee. The exceptions include the tests and reports from the following sources: The District medical examiner, the Psychological Clinic, committees acting in the selection of promotion processes, placement bureaus and former employers.

C. Official grievances filed by an employee under the grievance procedure as outlined in this Agreement shall not be placed in the personnel file of the employee; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

D. No official report, with the exception of promotional recommendations, shall be filed by an administrator or supervisor unless the employee is sent a dated copy at the same time. The employee shall have the right to submit a response to the report or statement. Such a response shall be attached to and filed with the report or

statement in the employee's official personnel file.

E. Derogatory statements or reports kept by administrators at the school or department level are subject to the same provisions as official personnel files.

F. The employee shall be notified in advance in writing of the purpose of a meeting with an administrator in cases where an unsatisfactory rating and/or disciplinary action, including official reprimand are contemplated and shall be entitled to have Union representation.

G. The employer shall evaluate employees at least once a year using a comprehensive performance-management process. In addition to the criteria set forth below, the employee shall be evaluated based upon meeting established performance goals. Performance goals shall be established in writing by the appropriate administrator, after input from the employee, on or before October 15 of each school year. Evaluation shall be ongoing; however, the formal annual evaluation shall be completed by May 1 of each year. Unsatisfactory performance must be identified in writing. Any written evaluation of unsatisfactory performance shall include (a) clearly documented examples of unsatisfactory performance; (b) evaluation based upon personal observation; (c) evaluation by a direct supervisor of the member being evaluated.

Performance evaluations shall be based upon:

- Job Knowledge and Skill
- Quality of Work
- Efficiency of Work
- Attendance
- Interpersonal Skills
- Training received (to the extend available)

Appeals of unsatisfactory performance appraisals shall be first to the next level manager over the supervisor conducting the evaluation and, thereafter, through the grievance procedure.

The parties agree to review and update the evaluation process as deemed appropriate.

H. No official report, derogatory statement, or unsatisfactory rating shall be initiated and/or filed by any non-supervisor or classification represented by this bargaining unit.

I. No employee shall be discharged or disciplined unjustly.

J. In the event a complaint or charge is made by any person or group not employed by the District, against any employee(s) about job performance, the employee(s) involved in the complaint or charge shall be given full information with respect thereto and with respect to any investigation conducted by the employee's administrator(s). In the event the employee(s) is/are required by her/his administrator to answer such complaint or charge, it shall be in a personnel session which shall be closed to the public, with her/his administrator(s), and representatives of the District and with right of representation by the Union. The employee(s) shall not be required to attend any complaint or charge hearing other than the aforementioned. The employee(s) shall be entitled to grieve as provided in this Agreement.

In the event a complaint/summons is lodged against a bargaining unit member, named as a result of performing work assigned by an administrator, the District shall, upon request by the Union, provide legal assistance and/or representation through its Legal Affairs Office or the designee of counsel.

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

ARTICLE XVI – CALENDAR

To the extent that the District prepares a central office calendar, the parties will meet to discuss its impact upon members of the bargaining unit.

ARTICLE XVII – WORK STOPPAGE LAYOFFS

A. As the District deems necessary, forty-three (43), forty-eight (48) and fifty-two (52) week employees shall continue to work forty-three (43), forty-eight (48) and fifty-two (52) weeks subject to Article XVIII, Seniority and Staff Reduction provisions. These employees, as well as all other unit employees, shall continue to work when requested by the District in the event of a work stoppage by another bargaining unit or any other group of District employees.

B. Bargaining unit members are laid off at the end of the third (3rd) day of another unit's work stoppage unless otherwise notified. Notice to the contrary may include any date after the third day of the work stoppage. Employees 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.

ARTICLE XVIII – SENIORITY AND STAFF REDUCTION

A. Seniority shall be the total accumulated time of service from the most recent date of appointment to a position in this bargaining unit. The parties shall adopt the past practice for determining seniority by utilizing the date of hire and then adding any ESRP credit an employee may have.

B. Unit members who are transferred or promoted to a position which is classified as confidential and DAEOE-Related and are receiving a DAEOE-Related salary shall continue to accrue their bargaining unit seniority while in such position(s).

C. Except where conditions arise beyond the District's control, in the event a staff reduction is necessary, the following procedure shall be adhered to:

1. The Union shall be notified on or before the date of the layoff letter.

2. Employees (including those working less than 12-months) to be released shall be notified in writing at least ten (10) calendar days prior to their release with copies sent to the Union.

D. If a reduction in staff is necessary in determining which employees are to be retained, an employee with greater bargaining unit seniority shall be given preference.

E. When filling vacancies which occur after a reduction in staff, employees who have been released shall be recalled in accordance with their bargaining unit seniority.

Bargaining unit members who are reclassified as a result of a staff reduction may be reclassified at the District's discretion to a vacancy at a classification equivalent to their prior status by seniority.

F. Employees laid off through the procedure as stated above shall be maintained on a recall list for a period of two (2) years from the date of layoff. Employees' lay off letter shall include this language

ARTICLE XIX - LEAVE POLICY

A. Sick Leave

The following provisions cover all employees represented by this bargaining unit:

1. All absences chargeable to sick leave pursuant to Section B of this Article, except as hereinafter provided, will be paid only if the sick leave bank is not exhausted. Such absences include: ILLNESS, DEATH OF FAMILY MEMBER(S), PERSONAL BUSINESS, NON-ILLNESS ABSENCES, MATERNITY, PERSONAL RELIGIOUS OBSERVANCE, AND OTHER

EMERGENCIES.

2. Probationary fifty-two (52) week and forty-eight (48) week employees shall start with a maximum bank of twelve (12) days prorated at the date of appointment consistent with District policy. Probationary forty-three (43) week employees shall start with a maximum bank of ten (10) days prorated at the date of appointment consistent with District policy.

3. Sick leave for unit members HIRED BEFORE JULY 1, 1998 shall accumulate in a sick bank at the rate of fifteen (15) days per year for 10-month employees and seventeen (17) days per year for 12-month employees.

   Sick leave for unit members HIRED AFTER JUNE 30, 1998 shall accumulate in a sick bank at the rate of one (1) day per month in their first year of employment and one and one-fifth (1.20) days per month for the next three (3) years. Starting in the fifth (5th) year, the employees will earn .65 day per period each year thereafter. Days earned shall be credited each pay period beginning with July.

4. When an employee's sick leave bank has reached the current allowable maximum as set forth in this Article, there shall be established a "Catastrophe Bank" into which all days over the maximum shall be placed. When an employee has used all days accumulated in her/his bank for an illness/disability extending more than six (6) months, she/he may then draw from the "Catastrophe Bank" to the extent she/he has made contributions to said bank. (The employer may require medical evidence of the illness/disability.)

5. Emergency Conditions – School Closure

a. Scheduled days of student attendance that are cancelled because of conditions not within the control of authorities shall be rescheduled by the school district when the district is unable to meet the State mandatory requirements.

b. When the cancelled days become less than a State requirement for student attendance, 10-month employees shall not be compensated for mentioned days.

c. Rescheduling of days shall not decrease annual salary, compensation, or other benefits provided with this Collective Bargaining Agreement. The parties agree that ten (10) month employees will also be governed by the above provision and the manner in which it will be implemented only when the school system falls below the State mandated 180 days for student attendance.

d. When students are not required to report to school due to inclement weather or conditions not within the control of school authorities, school-based bargaining unit members in those schools shall not be required to report but shall be paid.

When schools are closed for emergency conditions, central administrative office employees shall be required to report unless directed otherwise and will be paid their regular rate of pay; members who fail to report and are not on an approved medical leave shall be required to present a doctor's excuse to be approved for pay.

e. When an individual school and/or office are closed after the start of the workday due to building problems, bargaining unit members will be dismissed without loss of pay.

6. **Workers' Compensation**

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

Workers' Compensation claims shall be submitted and processed in accordance with State law.

Benefit Termination or Limitation

1. An employee will maintain employment for a maximum period of one (1) year while receiving workers' compensation benefits. 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).

2. If the employee rejects the report of the specialist (See XIX.F) and pursues a Workers' Compensation claim any recovery shall be Workers' Compensation benefits only. The employee shall not receive assault pay benefits.

7. Members of the bargaining unit who are the unfortunate victims of such occurrences as robbery or assault, while in the work location or engaging in work-related activities, assignments or duties regardless of time or place shall have released time with pay for court appearances.

8. The sick leave bank of the clerical employee employed in schools shall not be charged for necessary absences up to and including five (5) work days resulting from the following childhood diseases: chicken pox, measles, mumps, diphtheria, whooping cough, impetigo. The statement of a licensed physician shall be required as proof of the cause of such absence.

B. Absences Chargeable to Sick Leave

Absences due to causes listed below may be charged, as specified, to Sick Leave. Absence in excess of available sick leave days for reasons other than those specified will result in loss of pay.

1. Personal Illness

All absences due to illness of employee may be charged to Sick Leave until the Sick Leave bank is exhausted.

Employees are required to observe the following District policies:

a. An employee not able to return to work following five (5) consecutive days of absence for personal illness may be required to have a medical examination by the District's designated Physician and present the appropriate form for returning to employment, executed by her/his physician (Physician Certificate) before returning to her/his assignment.

If procedures are followed, delays in scheduling the medical examination shall not be charged to the employee's sick bank.

b. After five (5) consecutive work days of sick leave, an employee must furnish a statement from her/his physician on the fifth day of her/his absence from work on the appropriate District form which permits and secures release of her/ his next paycheck.

If procedures are followed, delays in scheduling the medical examination shall not be charged to the employee's sick bank.

c. In cases involving surgery, bone fractures, heart, thyroid, and nervous disorders, the employee must have the approval of the District's Medical Services Provider before she/he may return to duty.

d. A further check is required on employees with continued illness absence extending beyond the second consecutive pay period. Information may also be obtained on the same form mentioned in paragraph 1(b) above (a Physician's Certificate).

e. Employees who remain on extended Sick Leave may be asked to have a medical examination by the District's Medical Services Provider during the period they are absent after continued absence beyond two (2) consecutive pay periods. Such examinations are required when sufficient evidence of continued illness is not obtainable by other means.

f. If convalescence outside of town is recommended by one's own physician and approved in advance by the District Medical Services Provider, such absence may be charged to Sick Leave.

g. In absences involving compensation under the State of Michigan Compensation Law, charges to Sick Leave allowances are made only to the extent necessary to maintain the employee's regular bi-weekly gross earnings.

h. The Appropriate Administrative Unit may require a medical examination by the District's Medical Services Provider for an employee at any time when the maintenance of minimum health standards in a school or department is in question.

i. An employee returning from a medical leave of absence may be required to have a medical examination by the District's designated Physician. The employee's personal physician is required to fill out the appropriate District form in order for the employee to return from leave of absence for illness.

j. An employee sustaining an injury requiring the use of a bandage, cane, crutch, cast, or similar type of support is required to have the approval of the Medical Department. Such cases must be referred by the administrator through the usual channels to the District's Medical Examiner for approval before the employee may return to duty.

k. An employee who has been ill with a communicable disease must have a medical examination by the District's Medical Services Provider.

l. If a regular employee is absent for illness on the first day of the work schedule in the school year, the illness must be confirmed by Human Resources, or a written request for approval from the employee must be approved by Human Resources Leave Management Office. This applies to absence for one (1) or more days. Approval by the Medical Office requires medical certification from the employee's attending physician to the Medical Office on the appropriate District Form.

2. Death Leave

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

a. Included in immediate family membership: husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, and any other relative or non-relative

living and making her/his home in the household of the employee.

b. If the employee works on day of death, the days allowed do not include day of death but begin the first scheduled working day immediately following the day of death.

c. If the 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.

d. 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.

3. Personal Business With Pay

The present provisions allowing five (5) days per year for specified non-illness emergency absence shall continue in effect, along with a policy permitting two (2) of these five (5) days to be used for personal business.

a. Absence for personal business which does not fall into presently designated categories, but which cannot be conducted at any time not in conflict with the normal school working day.

b. Request for approved absence with/without pay for reason of personal business shall not require detailed information as to reason for request. Such information is entirely voluntary.

c. Absence for personal business beyond two (2) days means loss of pay.

d. Personal business with pay days may not be used to extend a holiday.

e. When an employee is absent due to personal business without pay on the day before and the day following a holiday, she/he loses pay for all three (3) days: the preceding day, the holiday, and the day following. However, if the employee is absent before or after the holiday, but not both, she/he would lose pay only for the day of her/his absence.

4. Non-Illness Absences

Certain non-illness absences may be charged to Sick Leave, but all such charges combined may not exceed a total of five (5) days in any one fiscal year. Two (2) of these five (5) days may be used for personal business

which does not fall into the designated categories, but which cannot be conducted any other time because of conflict with the normal work day, otherwise, except as indicated in Section 3, absence for personal business beyond two (2) days means loss of pay. A letter must be submitted to the Chief Financial Officer requesting approval for any emergency absence in excess of two (2) days. Absences in excess of a total of five (5) days in any one (1) fiscal year that do not fall in the categories below will also result in loss of pay.

a. Absence to attend wedding of a member of the immediate family only.

b. Absence for employee's own wedding.

(1) Such working days as fall within seven (7) consecutive calendar days including and subsequent to wedding day. The appropriate written form requesting personal business leave must be submitted to the Appropriate Administrative Unit.
(2) Day of wedding is counted as one (1) of seven (7) days but only charged to Sick Leave if a scheduled work day.
(3) Saturdays, Sundays, and holidays, if any, within a seven-day period are counted as part of this limit.

c. Absence to attend funerals other than those of members of the immediate family.

(1) Time actually required to attend funeral and to return.
(2) Local funerals usually involve one-half or one day only.

d. Absence caused by exposure to contagious disease in the immediate family where employee, though not ill personally, is required by the District of Health to be absent from work.

e. Absence to provide necessary care for a member in the immediate family where no other arrangements are possible.

(1) The "necessary care" must be such as would be prescribed by a physician or required by incompetency of relative requiring care.
(2) In most all cases, "other arrangements" are considered possible certainly within one (1) day of the emergency.

f. Absence because of required court appearance. "Required appearance" as evidenced by subpoena or court summons, or a written request from the Accident Prevention Bureau.

g. Absence because of required observance of a recognized religious denomination. Only if it is not possible to fulfill necessary obligations outside of working hours.

5. Maternity Leave

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

A DAEOE member who leaves active service for maternity purposes may request an extension of the disability leave for a maximum of one (1) year including the disability period for newborn parenting care. The written request must be made at the beginning of the disability. Upon return to active service, the member will be entitled to their position if the position has not been filled by a permanent replacement. In cases where the position has been filled, the member will be eligible for placement back in the position at the first available vacancy.

a. Requirements for Approved Illness Absence for Disability (Illness) With Pay, or Leave of Absence for Illness (without pay because Sick Bank is exhausted):

(1) 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 District's designated Physician that the employee is unable to work.

(2) 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 District's designated Physician.

(3) An employee shall not move from any unpaid leave of absence status to paid disability absence status.

(4) An employee shall not move from a paid disability absence to an approved absence without pay.

b. Related Conditions:
The Division of Human Resources may require a medical examination by the District's designated Physician for an employee at any time when the employee's ability or disability for work is questioned.

C. Regulations for Leave of Absence

1. The District upon written request may grant a leave of absence for a period not to exceed one (1) year, subject to renewal at the will of the District.

2. Whenever it is necessary for an employee to be absent, the employee shall notify the designated administrator at the time established. The absent employee shall notify the office by 2:00 p.m. of the day preceding her/his return if the absence does not call for other requirements as specified in this Article.

3. Employees able to anticipate non-illness absence chargeable to sick leave must make an application in advance on the appropriate District form for requesting approved leaves.

4. The effective date of a leave is the day following the last day for which the employee is paid.

5. The maximum allowance for all purposes (except professional service) shall be one (1) year. Requests warranting special consideration beyond the limitations indicated may be referred to a reviewing committee for recommendation.

6. No form is required for approved absence without pay for a period of one (1) to four (4) working days, but an employee should first secure the approval of her/his administrator. Such absence will be entered on the payroll as "Absent Without Pay." A written Request for Approved Absence must be submitted by an employee seeking approval for a period of five (5) days or more, up to a maximum of four (4) weeks.

D. Types of Leaves

Types of leaves are as follows: Illness, Military, and Government or Professional Service. A leave of absence for government or professional service is not granted during the first year following appointment to a position. District seniority shall accrue while the employee is on Government or Professional Service leave, and approved Military Service leave.

1. **Illness**

An employee may be granted a leave of absence for prolonged illness subsequent to the termination of her/ his sick bank. An extension of illness leave beyond one (1) year must be accompanied by the appropriate District form filled out by the employee's physician certifying the illness. Any further extension may be granted only upon recommendation of the District's designated Physician. Return from illness leave can be effected as soon as approval of the employee's Physician and the District's designated Physicians secured. Forms appropriate for any medical leave may be obtained from the District's website or Human Resources and completed by the employee's physician.) In general, the position will be held one (1) year pending return.

2. **Military**

An employee entering any of the armed services of the United States - including the Red Cross and the Merchant Marines - 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. If she/he applies for reinstatement with the District within ninety (90) days after her/his separation from the armed service, and if she/he is still qualified and competent, she/he will be reinstated in her/his former position (or like position) in the department where she/he was serving when the leave was granted. A photostatic copy of her/his military record must be filed with Human Resources. She/he will return at the salary rate which she/he would have attained had she/he not been on leave. Pension credit is given for approved military service, but annuity deposits must be made by the employee.

3. **Government or Professional Service**

An employee may be granted a leave of absence for elected or appointed service with the government or with a school employee organization. A school employee organization is defined as a membership organization, local, state or national in which employees of the school system are members. Such leave shall be without pay and shall be renewable annually upon written request of the employee. Retirement credit for service with school employee organizations may be granted as provided in Chapter 2, Section 21(d) of the Retirement Law for Public School Employees. Employees granted Professional Service Leaves shall be entitled to experience credit, retroactive to the date of their first authorized Professional Service Leave of Absence. If the District's policy, with respect to Professional Service Leaves with experience credit is changed during the life of this Agreement, this provision shall be subject to revision. An employee who serves in the Peace Corps shall be entitled to experience credit for Peace Corps work.

E. Return From Leave

1. While leaves of absence are granted for definite periods, a return from leave before the end of the specified period may be effected provided a vacancy for which she/he is qualified is available.

2. Employees returning from leave are expected to remain in District employment for at least one (1) year.

3. Employees are required to notify Human Resources in writing at least one (1) month preceding the expiration date of her/his wish to return, request an extension or resignation.

4. An employee returning from a leave of absence must have the approval of the District Medical Services Provider prior to reporting to her/his assignment and must furnish proof of freedom from tuberculosis as required. An employee returning from an illness leave must present a certification from their personal physician, on the appropriate District form, at the time of the appointment with the District Medical Services Provider.

5. If an employee is returning from Illness, Military or Government or Professional Service Leave, she/he may return providing she/he has sufficient seniority or there is a vacant position available in accordance with Article XVIII – Seniority and Staff Reduction.

6. An employee returning at the expiration of a leave has priority over a newly hired employee, ES, ESRP and over a laid-off employee with less seniority. Priority order for return from leave shall be: Illness, Professional Service, Military, Study, Personal Business and Government Service.

7. An employee returning from maternity absence shall follow the provisions outlined in Article XIX, Section B, page 36, Maternity Policy.

8. At the expiration of a leave, if an employee does not return and no extension is granted her/his termination becomes automatic.

9. If an employee returns from any other type of leave, she/he may return at the District's discretion.

F. Appeal to Medical Office Decision

The decision of the Medical Office in this Article is binding except that if an employee is not satisfied with the decision of the District Medical Office, as to his/her ability or inability to work, the employee must appeal the decision of the Medical Office to the Office of Labor Contract Management 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 unit member 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 unit member 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 unit member. The determination of the specialist shall be final and binding as to whether the unit member 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 unit member's physician and the District's Medical Examiner shall select the appropriate specialist.

G. Donation of Sick Days

The parties agree to the following Donation of Days Program for Catastrophic Illness/Accident:

An employee may voluntarily donate up to two (2) sick leave days to another employee who has expended his/her accumulated days in the case of catastrophic illness or accident. These days may be used to assist an employee who has expended his/her days and is unable to work as a result of personal injury or illness that is extraordinary, in that it is in the nature of a catastrophic or life-threatening matter. These days may not be used for non-catastrophic medical conditions, such as hip or knee replacement surgeries, recovery from a broken arm or leg, giving birth or recovering from giving birth, etc. The employee requesting days must supply a doctor's verification of the catastrophic injury or illness. The Human Resources Leave Management Office shall make the determination as to whether the employee's medical condition qualifies under this Donation of Days Program, whose decision shall be final. The maximum number of days an employee shall be eligible to receive under this Donation of Days Program is ten (30) days.

ARTICLE XXI – RETIREMENT

A. All eligible employees covered by this Agreement shall automatically become members of the Employees Retirement System of the State of Michigan, and the District shall continue to make the full contributions required to the State of Michigan Public School Employees Retirement System for members of this bargaining unit.

B. Early retirement benefits shall be possible pursuant to rules of the State of Michigan Public School Employees Retirement System.

ARTICLE XXII – JURY DUTY

An employee who serves on jury duty will be granted an approved absence. The employee will be reimbursed for the difference between jury duty pay and her/his District salary for the days served, including payment without charge to the employee's illness bank for jury interview and orientation. When the employee is excused from jury duty for a half-day or more, she/he must notify her/his administrator immediately and report to her/his work location for a suitable assignment. Reimbursement will be granted after submitting a "Request for Approved Absence" with pay (Form 4132) to the Office of Administrative/ Instructional Personnel and official proof of the number of days served to the Payroll Department. Employees, when summoned to jury duty, should respond to such summons as directed. Any changes in the District's procedures regarding jury duty shall be applicable to employees covered by this Agreement.

ARTICLE XXIII – 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 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/Appropriate Administrative Unit Head or his/her 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 Superintendent

Within fifteen (15) working days after receipt of the decision of the principal or the

applicable unit head, the Union may appeal to the Superintendent (through the Office of Labor Relations) 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 Superintendent 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 Superintendent 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 or the American Arbitration Association by mutual agreement of the parties, 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, the District 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.

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.

ARTICLE XXIV – INFORMATION

A. The parties shall make available to each other, upon request, any and all information, statistics and records relevant to grievances and negotiations necessary for the proper enforcement of the terms of this Agreement.

B. Not later than July 1 of each year, the District shall provide the Union a complete seniority list. A seniority list shall also be provided to the Union in cases of staff reduction. This seniority list shall be kept up-to-date and additional copies shall be made available throughout the year upon request of the Union.

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

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

ARTICLE XXV – UNION ACTIVITIES

A. Administrators shall recognize elected officers, Union stewards, and the administrative secretary as official Union representatives in matters relating to the provisions of this Agreement.

B. Bulletin Boards and other established media of communication shall be made available to the Union and its members upon request. Copies of material to be posted or disseminated through District channels shall be made available to a designated administrator.

C. The Union and its members shall have the right to use school building facilities at reasonable hours for meetings which do not interfere with the assigned functions of the employees involved or the regular school program.

D. Union members shall have the right to distribute Union material to other employees covered in this Agreement within a school or building so long as such distribution does not interfere with the normal operations of the work area or her/his own job performance.

E. The District shall permit one or more designated regular staff members of the Union or off-duty officers of the Union to visit the schools and administrative offices to investigate working conditions, employee complaints and problems, or for any other purpose relating to the terms of this Agreement provided always that there shall be no interference with school functioning.

F. If any assistance where representation by employees covered in this Agreement is desired or needed for special committees or as resource personnel, the Union shall be consulted.

G. During the life of this Agreement, and upon request of the Union, the equivalent of ten (10) working days per year shall be allowed without loss of pay or other benefits for purposes designated by the Union officers. Such days if not used shall be banked. The daily rate of any substitute service which the District provides in these cases will be paid by the Union. A union member may be granted personal time for union activities provided the time does not result in any curtailment in service or operation in the work locations affected by such an absence. In the event that the position of President of this bargaining unit is no longer a full-time release position, the number of working days per year shall be increased from ten (10) to twenty-five (25), with the understanding that no more than 10 such days shall be banked and carried over from year to year.

ARTICLE XXVI - 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 manage the District in all respects.

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 the employees in the bargaining unit. 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 XXVII – EMPOWERED SCHOOLS (Language no longer exist)

The Union recognizes the District's commitment 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 deviates from contract provisions and working conditions governing non-empowered schools; provided that such changes are approved by the Local School Empowerment Council (LSEC) and a majority (51%) of the affected employees represented by the DAEOE in the empowered school. Employees voting for such change will be permitted to do so by secret ballot.

The Union will be notified of any vote. The Union may request negotiations with Labor Affairs regarding the change made. Should the parties be unable to reach an agreement within thirty (30) days, either party may petition MERC for expeditious fact-finding to resolve the impasse.

A. Empowered schools shall be required to adhere to the minimum staffing requirements of Article VII.G. during the life of this contract.

B. No empowered school will be permitted to pay a bargaining unit employee at less than the negotiated pay rate and fringe benefit level in the contract.

C. Bargaining unit members who request a transfer from an empowered school shall be eligible consistent with Article XI - Section H, I and K.

D. When filling vacancies of a non-temporary nature, at an empowered school, the position shall be posted for not less than seven (7) days. The empowered school shall fill the vacancy from the pool of qualified applicants for the position.

E. Candidates for bargaining unit positions in an empowered school must meet minimal requirements as described in Appendix "B", Equity Plan.

F. Bargaining unit members at empowered schools shall be included in training programs related to empowerment, including bookkeeping procedures which involve duties of unit members.

G. The parties agree to petition the current DFT/OSAS Intervention Committee for expansion and representation involving the DAEOE.

ARTICLE XXVIII – JOB DESCRIPTIONS

The parties agree that the District shall continue its timely efforts to create relevant job descriptions setting forth the essential duties of each position and that the DAEOE shall have the right to review and comment.

The parties shall amend the Duties and Responsibilities section of DAEOE job descriptions for clerical and technical bargaining unit members to replace "other duties as assigned", with "other clerical duties as assigned" or "other technical duties as assigned", as applicable.

ARTICLE XXVIIII – ITEMS FOR FURTHER DISCUSSION

A. The parties agree to resume discussion on the following matters prior to the expiration of this Agreement on June 30, 2017:

1. Payment of sick days upon retirement.
2. Longevity Bonus.
3. Vacation banks accrual.

B. The parties agree to meet no later than November 30, 2017, to address the matters set forth below.

1. The parties agree to review concerns and training needs for bargaining unit members who are assigned financial duties, such as procurement, bookkeeping and other related financial duties.

2. The parties agree to review letters of agreement and letters of understanding in the current contract for relevancy, with the understanding that such letters that are not relevant shall be deleted.

ARTICLE XXX – DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2023 And, thereafter, shall be renewed from year to year unless either party hereto shall notify the other party in writing at least ninety (90) days prior to any anniversary date of this Agreement of its desire to terminate or modify this Agreement. However, it may be continued on a day-to-day basis by the mutual agreement by both parties. Such written notice of termination or modification shall be sent registered or certified mail to the other party.

Attachment 'A"

Statement of Commitment
Community Schools in Detroit

The Detroit Association of Educational Office Employees, the City of Detroit, and the Detroit Public Schools Community District commit to exploring the expansion of community schools throughout DPSCD. Our goal is to bring together community resources, including public agencies, nonprofit organization, higher education institutions, faith-based organizations, private philanthropy and the business community, among other. The purpose of this statement is to provide a basic framework to support the development and implementation of community schools in Detroit. By moving beyond the normal confines of the school and partnering with local stakeholders, community schools provide real solutions to the unique problems of the students and families they serve and are another major step forward in reclaiming the promise of public education and can be central to the rebirth of the City of Detroit.

The Union, the school district and the city are committed to working together to identify a promising neighborhood that would provide an ideal location to pilot a system of community schools. In this way, the community schools would serve as catalysts and hubs for the revitalization of the neighborhood. The union, school district and city would work together to determine the best way to collaborate with community stakeholders to create sustainable community schools in Detroit. And with the success of pilot community schools, the model could be replicated to expand to a city-wide system of community schools in neighborhoods around Detroit.

Community schools can be the new heart of the community, itself, and can help promote stable, healthy neighborhoods. What's more, they could create better conditions for both teaching and learning, where teachers, school staff, families, community members and service providers can come together in coordinated and results-focused partnerships, to meet the needs of students and families. **This isn't just another program: It's a paradigm shift in the way we think about schools that goes well beyond just providing supports and services for students.**

Detroit Community Schools Initiative would build on the community's strengths, focusing on addressing the academic, physical, social and emotional needs of students and fostering the active involvement of families. The following components should be included in the basic framework.

- **A city-level or systems-level leadership team**. Our union, the district and the city would work collaboratively to establish a city-wide community schools "table," to create an overall vision; create city-wide policy; align public/private resources to provide school site technical assistance; and create messaging.

- **Site leadership team – the local site governance structure drives school-neighborhood level efforts.** Decision-making should be transparent and be made by conducting needs and asses assessments with all stakeholders, including site-level union representatives, teachers, school staff and families.

- **Community schools would provide more than one type of service to students and the community.**

- **While services would be unique to the needs of the schools and community, they could include:** Academic services, medical services, adult education classes, early childhood education, career and technical education, and restorative practices.

- **A site resource coordinator would ensure that service and community providers are working together,** focusing on the same set of results to provide students with the service most attuned to their social and emotional needs and building on classroom instruction.

- **Through union and district-led professional learning, community schools could better support and enable a strong curriculum**. Strong ties with the community lead to more partnerships and programs outside the classroom.

- **Community schools would support a shared vision and mission with the community and would be results-driven** All stakeholders-Detroit Association of Educational Office Employees, DPSCD, community partners, families, school staff, and the city – share responsibility for accountability and continuous improvement. If we work from the premise that all children should be able to achieve academic success regardless of their neighborhood or circumstances, then there should be shared accountability for these outcomes by all who are involved in students' lives.

ATTACHMENT "B"

Agreement
Between
The School District of the City of Detroit
And
The Detroit Association of Educational Office Employees,
MFT & SRP, AFT, AFL-CIO

Re: Voluntary Separation and Notification Incentive Plan

The parties, by their representatives' signatures below, agree as follows:

1. The parties agree that the first five hundred (500) non-DFT bargaining unit members District-wide, who are eligible for full retirement as of June 30, 2005, who give notification of their intention to the District to retire by June 3, 2005, who do in fact retire by June 30, 2005, shall receive the sum of One Thousand ($1,000.00) Dollars. Individuals submitting such early notice to the District shall not reapply for employment with the District.

2. The bargaining unit shall be responsible for notifying its individual eligible members of the offer of the early notification incentive.

3. The payment will be on a first-come basis. In the event there is a tie as to which employee was first, the tie will be broken based upon District-wide seniority.

4. The employees shall give their notification of their intention to retire to the office designated to receive applications for early retirement at the Welcome Center.

5. Employees who give notification pursuant to Paragraph 1 shall not be entitled to the One Thousand ($1,000.00) Dollar payout if the concession agreement is not ratified.

FOR THE UNION
Ruby J. Newbold
E'Lois T. Moore

Date: 6/6/2005

FOR THE DISTRICT
Debra F. Williams

Date: 6/9/2005

LETTER OF UNDERSTANDING
ARTICLE VII - WORK LOADS AND ASSIGNMENTS

In respect to the banking of school monies and/or handling substitute calls at the employee's residence, the parties agree that if an employee covered by this Agreement agrees voluntarily, without restraint or coercion from administration, to handle substitute calls at her/his residence or to handle the school banking, the school administrator is free to accept such voluntary service.

The settlement of any dispute concerning this matter will be solved by the Office of Labor Affairs.

Dated: April 29, 1980

For the Detroit Association of Educational Office Employees

Judith R. Hunter

For the Board of Education of the School District of the City of Detroit

George Kimbrough
Dennis J. Makulski

LETTER OF UNDERSTANDING
Payroll Series – Level III, Office of Payrolls

In recognition of the primary nature of the work performed, the parties agree that any typing skill requirement for the classification of Payroll Series – Level III, Office of Payrolls will be waived.

Employee in these positions are not eligible for Clerical Series Level III or Level IV positions unless they meet the typing and other clerical requirement.

Dated: May 7, 1998

For the Detroit Association of Educational Office Employees

Ruby J. Newbold
E'Lois T. Moore

For the Board of Education of the School District of the City of Detroit

Charles L. Wells III
Rick Sale
Dennis J. Makulski

LETTER OF UNDERSTANDING

The parties recognize that the classification structure of Clerical and Purchases positions should be reviewed and possibly reorganized.

The parties agree to meet no later than ten (10) days after the district-wide reorganization plan has been approved by the Board of Education to restructure Purchases Agents pay classification schedule and the Clerical Allocation Code.

Dated: May 7, 1998

For the Detroit Association of Educational Office Employees

Ruby J. Newbold
E'Lois T. Moore

For the Board of Education of the School District of the City of Detroit

Charles L. Wells III
Rick Sale
Dennis J. Makulski

Letter of Understanding
between
The School District of the City of Detroit
and
The Detroit Association of Educational Office Employees

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:

Ruby J. Newbold
E'Lois T. Moore

Dated: April 12, 2000

For the School District of the City of Detroit:

Charles L. Wells III
Lydia M. G. Barlow

Dated: April 12, 2000

Letter of Understanding
between
The School District of the City of Detroit
and
The Detroit Association of Educational Office Employees

By their representatives' signatures below, the parties herein make a commitment to the principles of Redesigning Low Performing Schools.

A joint committee shall be formed by a date certain to discuss the implementation of Redesigning Low Performing Schools.

All agreements reached by the parties will be effective from that date.

For the Union:

Ruby J. Newbold
E'Lois T. Moore

Dated: April 12, 2000

For the School District of the City of Detroit:

Charles L. Wells III
Lydia M. G. Barlow

Dated: April 12, 2000

Letter of Understanding between
The School District of the City of Detroit
and
The Detroit Association of Educational Office Employees

Pursuant to Article XXVII of the 1997-99 Collective Bargaining Agreement between the School District of the City of Detroit and the Detroit Association of Educational Office Employees, the School District of the City of Detroit and the Union agree as follows:

1. In light of the extraordinary circumstances occasioned by section 1280 of the revised School Code, MCLA 380.1280, relating to accreditation of schools by the Department of Education ("Department"), after: (a) a school has been declared unaccredited by the Department for two consecutive years, or (b) a school fails to meet district performance indices and attendance targets for two (2) consecutive years (c) reasonable supplemental services and programs have been provided by the school district to the school, its students, their parents and the school staff, and (d) consideration of other reasonable alternatives, the Chief Executive Officer may close the school and declare all positions vacant.

2. Positions in the reconstituted school shall be filled according to regular procedures for filling vacancies. Secretaries and other bargaining unit personnel from the closed school may apply for positions in the reconstituted school.

3. Unit members from the closed school will be assigned to the clerical pool, for the period specified in paragraph (6) six below, with no change in rate of compensation and shall be given priority to interview for vacancies as they occur, which may include the reconstituted school.

4. Involuntary transfer pursuant to this section is not disciplinary. Nothing shall be placed in a unit member's official personnel file indicating the she/he was involuntarily transferred from a school under the provisions of this agreement. For all purposes under the collective bargaining agreement such as involuntary transfers will be regarded as "administrative transfers."

5. Assignment of unit members to the reopened or "reconstituted" closed school shall be voluntary transfer only.

6. If a unit member leaves a reconstituted school and (1) is not reassigned to that school, and (2) applies for a vacancy to another school or location but is not selected to fill a vacancy by June 30 of the subsequent school year, they shall be laid off according to unit seniority per Article XVIII.C. of this Agreement.

7. A reconstituted school will be exempt from the bumping rights of unit members during the probationary period of the reconstituted school.

For the Union:

Ruby J. Newbold
E'Lois T. Moore
Dated: April 12, 2000

For the School District of the City of Detroit:
Charles L. Wells III
Lydia M. G. Barlow
Dated: April 12 ,2000

Letter of Understanding
between
The School District of the City of Detroit
and
The Detroit Association of Educational Office Employees

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 District 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:

Ruby J. Newbold
E'Lois T. Moore

Dated: April 12, 2000

For the School District of the City of Detroit:

Charles L. Wells III
Lydia M. G. Barlow

Dated: April 12,2000

Letter of Understanding
between
The School District of the City of Detroit
and
The Detroit Association of Educational Office Employees

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

For the Union:

Ruby J. Newbold
E'Lois T. Moore

Dated: April 12, 2000

For the School District of the City of Detroit:

Charles L. Wells III
Lydia M. G. Barlow

Dated: April 12, 2000

Letter of Understanding
between
The School District of the City of Detroit
and
The Detroit Association of Educational Office Employees

By their representatives' signatures below, the parties agree to contract the services of a third party consultant, at the expense of both parties to review the work loads and assignments and clerical allocations as set forth in Article VII A.B.G. and H. and other pertinent sections of the 1997-1999 Agreement. The purpose of which is to conduct a study of unit member work, and make recommendations for staffing which will include career paths based on competencies.

The parties agree to meet sixty (60) days after the ratification of this Agreement to set a date certain for completion of these contracted services referred to above.

If the signatories cannot agree on the recommendations of the consultant, 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.

For the Union:

Ruby J. Newbold
E'Lois T. Moore

Dated: April 12, 2000

For the School District of the City of Detroit:

Charles L. Wells III
Lydia M. G. Barlow

Dated: April 12, 2000

Letter of Understanding
between
The School District of the City of Detroit
and
The Detroit Association of Educational Office Employees

By their representatives' signatures below, the parties agree to clarify the effective date of annual increments as indicated below.

No unit member's progress along the increment steps will be negatively impacted as a result of this change.

Effective July 1, 2000 annual increments will be processed twice annually – January 1 and July 1, according to the scheduled identified below.

Employees with the most recent effective date of :

July 1, 2000 – September 30, 2000	July 1, 2001
October 1, 2000 – March 31, 2001	January 1, 2002
April 1, 2001 – June 30, 2001	July 1, 2002

For the Union:

Ruby J. Newbold
E'Lois T. Moore

Dated: April 12, 2000

For the School District of the City of Detroit:

Charles L. Wells III
Lydia M. G. Barlow

Dated: April 12,2000

Letter of Understanding
between
The School District of the City of Detroit
and
The Detroit Association of Educational Office Employees

By their representatives' signatures below, the parties agree that the District will develop a technology plan; the plan will address the District's technology requirements. Pursuant to the results of the plan, the District will implement the recommendations over the duration of this Agreement.

The plan will include an evaluation of current and future information technology needs of the District and will include an implementation schedule.

For the Union:

Ruby J. Newbold
E'Lois T. Moore

Date: April 12, 2000

For the School District of the City of Detroit:

Charles L. Wells III
Lydia M. G. Barlow

Date: April 12,2000

Attachment #1
May 7, 1998

Office of Data Processing will be altered in the following manner:

Four (4) job classifications will be established.

Computer Equipment Operator
The classification is for the employees that are responsible for operating the centrally housed mainframe computer equipment and support devices.

Computer Equipment Technician
This classification is for the employee that supports the installation and configuration of PC's, printers, modems, scanners, etc. within the District.

Each of the above proposed classifications will have very detailed and specific job descriptions. Further, within each classification, the multiple levels will be as follows:

Level 1	-	Junior/Trainee
Level 2	-	Intermediate
Level 3	-	Senior
Level 4	-	Principal

Salary ranges for Computer Equipment Operator and Computer Equipment Technician will still be the same as the existing Technical Series.

Computer Programmer/Analyst
This classification is for the employees that are required to develop and maintain compute programs for the District's Central Computers (AS/400, RS6000, Xerox, etc).

Computer Network Analyst
This classification is for employees required to configure, install and maintain Local and Wide Area Networks (LAN's and WAN's).

The above two (2) proposed classifications will have a very detailed and specific job description. Further, within each classification, the multiple levels will be as follows:

Level 1	-	Intermediate
Level 2	-	Senior
Level 3	-	Principal

Salary ranges for Computer Programmer Analyst and Computer Network Analyst will be as follows:

Computer Programmer/Analyst

	Salary Range	
Level 1	$35,672 -	$49,378
Level 2	$48,000 -	$56,000
Level 3	$54,000 -	$68,000

Computer Network Analyst

	Salary Range	
Level 1	$35,672 -	$49,378
Level 2	$48,000 -	$56,000
Level 3	$54,000 -	$68,000

Current employees will be grandfathered into the new classification system as outlined above.

Movement between positions will be by application only, based on qualifications and capabilities.

Attachment #2
May 7, 1998

DEFINITIONS

TECHNICAL WORK:

Technical work is typically associated with and supportive of a professional or administrative field. It involves extensive practical knowledge gained through extensive experience and/or specific training. Work in these occupations may involve substantial elements of the work of the professional or administrative field but requires less than full knowledge of the field involved.

Technical positions include, but are not limited to the following:

- Internal Audit Technicians
- Legal Assistant
- Technical Training Assistants

Additions to this list will be by mutual agreement of the parties.

CLERICAL WORK:

Clerical work is performed in accordance with established policies/procedures and typically involves general office or program support duties, such as preparing reviewing, and verifying documents; processing transactions, maintain office records, locating and compiling data or information from files; keeping a calendar and informing others of deadlines and other important dates; using keyboards to prepare type-written materials or to store or manipulate information for data processing use. The work requires a knowledge of the Detroit District's rules, some degree of subject matter knowledge, and skill in carrying out clerical processes and procedures.

APPENDIX "A"

CLERICAL SERIES LEVEL I – F010		
Pay Class Code	**Position Code**	**Description**
1230	477	Clerk
1310	159	Mail Clerk
1790	339	Messenger
		Trainees
F500		ESRP – Level 1
F600		ESRP Ext. Work Series of Level 1
F700		Ext. Work Series of Level 1

CLERICAL SERIES LEVEL II – F020		
Pay Class Code	**Position Code**	**Description**
1180	129	Bookkeeper II
1190	166	Bookkeeper I
1200	167	Bookkeeper III
1250	145	Accounts Clerk
1270	149	Audit Clerk I
1280	134	Audit Clerk II
1720	188	Dupl. Dev. Machine Operator
1730	296	Key Punch Operator
1820	346	Jr. Preparatory
2090	158	Secretary I
2100	359	Secretary II
2110	375	Secretary III
2630	418	Preparatory Technician
2650	408	Varitype Machine Operator
F510		ESRP Series of Level II
F610		ESRP Ext. Work Series of Level II
F710		Ext. Work Series of Level II

CLERICAL SERIES LEVEL III – F030		
Pay Class Code	**Position Code**	**Description**
1360	156	Bookkeeper Coordinator I
1370	154	Bookkeeper Coordinator II
1400	468	Secretary Coordinator I
1410	469	Secretary Coordinator II
1830	555	Sr. Preparator
2120	115	Secretary IV
2130	476	Secretary V
2140	475	Secretary VI
F720		Ext. Work Series of Level III

APPENDIX "A"
(continuation)

CLERICAL SERIES LEVEL IV – F040		
Pay Class Code	Position Code	Description
1380	157	Bookkeeper Coordinator III
1420	474	Secretary Coordinator III
2150	357	Secretary VII
2160	155	Secretary VIII
		Legal Secretary
		Clerical Level IV – 10 Months
F730		Ext. Work Series of Level IV

PURCHASES AGENT SERIES – F110		
Pay Class Code	Position Code	Description
F920		Contract Specialist I
F910		Contract Specialist II
F900		Procurement Clerk
		Lean Specialist

STOREKEEPER SERIES – F400		
Pay Class Code	Position Code	Description
2310	248	Stock Inspection/Assistant
2330	368	Storekeeper
2340	369	Assistant Storekeeper
2350	377	Head Storekeeper
2360	378	Sr. Storekeeper

TECHNICAL SERIES LEVEL I – F200		
Pay Class Code	Position Code	Description
1880	547	D.P. Programmer Trainee
5490	334	D.P. Assistant
	254	Equipment Technician Trainee

TECHNICAL SERIES LEVEL II – F210		
Pay Class Code	Position Code	Description
1670	337	D.P. Equipment Operator Sr.
1689	335	D.P. Equipment Operator
1850	566	D.P. Programmer, Jr.

TECHNICAL SERIES LEVEL III – F220		
Pay Class Code	**Position Code**	**Description**
1660	136	D.P. Equipment Operator, Principal
1840	578	D.P. Programmer, Interm.
1860	567	D.P. Programmer, Sr.
2610	247	Equipment Technician, Sr. Asst.
		Planner Estimator
F250		HR Information Systems Technician
F230		Perkins Grant Technician
5970		Paralegal
F220		Communications Technician
		OSN Technician

TECHNICAL SERIES LEVEL IV – F230		
Pay Class Code	**Position Code**	**Description**
1870	548	D.P. Programmer, Principal
1710	305	Equipment Technician, Principal
1990	358	Purchases Agent, Principal
		Accounting Technician
F230		Human Resources Specialist
F230		HRIS Technician – Sub Finder
F230		Office of Deputy Superintendent of HR
F230		OSN Technician
F230		Academic Services Specialist

LEGAL ASSISTANT		
Pay Class Code	**Position Code**	**Description**
5970	574	Legal Assistant

FINANCIAL SPECIALIST SERIES		
Pay Class Code	**Position Code**	**Description**
F260		Financial Specialist I
F270		Financial Specialist II
F280		Financial Specialist III
F290		Financial Specialist IV
F291		Financial Specialist V

APPENDIX "B"
EQUITY PLAN

Clerical Series - Level I (trainees)
Include future new hires for trainee positions such as: current clerk, those who type 40 words per minute, etc. New hires would be required to pass entry level written examinations and typing test as applicable. Successful job candidates would be placed only in larger operations where they could receive further on-the-job training from experienced personnel.

After three years and completion of "xxx" requirement (could be higher level written examination or evidence of successful completion of "xxx" instruction), employees would be eligible to apply for Clerical Series - Level II positions.

Clerical Series - Level II (junior)
Eliminate current quarterly review for "in-place promotion" of current employees and future employees who would complete "xxx" Level II positions. Employees wishing to compete for Clerical Series -- Level II positions which require typing would have to meet a minimum requirement of 55 words per minute (new hires could be placed at this level if they meet minimum requirement).

Employees wishing to compete for Clerical Series - Level II positions which require bookkeeping skills would have to pass entry level written examinations (new hires could be placed at this level if they meet minimum requirement). Placement at work locations requiring full-time service to maintain financial records. Employees wishing to compete for Clerical Series Level II positions which do not require typing skills but do require computational skills, other than bookkeeping, would have to pass entry level written examination (new hires could be placed at this level if they meet minimum requirement--audit clerk). Placement in work locations that do not require typing skills or that have minimum requirements.

Clerical Series - Level III (senior)
Eliminate current quarterly review for "in-place promotion" of applicable current employees and all future employees who achieve this level of job assignment. Employees wishing to compete for Clerical Series - Level III positions would be required to pass promotional level written examination with three satisfactory references including the immediate administrator. Placement in any administrative work location, two positions per high school, one position per middle school, adult education school/center special education school or any operation functioning for the benefit of K-12 or adult students, and one position per elementary school or primary school shall be made without consideration of the administrator's job classification/title.

A system for announcement of vacancies will be developed. See Article X, Section A.

Clerical Series - Level IV (principal)
Eliminate current quarterly review for "in-place promotion" of applicable current employees and all future employees who achieve this level of job assignment. All vacancies to be posted. Employees wishing to compete for Clerical Series - Level IV positions would be required to pass a written promotional examination, three satisfactory references (including the immediate administrator) and oral interview. Employees in Clerical Series - Level III positions which require bookkeeping skills would be required to pass a written promotional examination, three satisfactory references (including immediate administrator and oral interviews for placement as Bookkeeper Coordinators who would service the needs of "xxx" (could be as many as one (1) per area, minimum of one (1) each for east side and west side work locations).

Employees who achieve this level of job assignment would be eligible to be placed in administrative divisions and/or offices, high schools, elementary/middle (10-month) vocational/technical centers and other large operations within the school system, without consideration of the administrator's job classification/title.

Purchases Agent Series
Effective July 1, 1998 all employees within this series would move up the salary schedule upon an assessment to be made of the training completed which will determine if the employee is eligible for the step increase.

Storekeeper Series
All employees within this series would move up the salary schedule year by year without any requirements being imposed other than satisfactory work performance.

Technical Series - Level I (trainees)
Includes: Data Processing Assistant
Data Processing Programmer Trainee
Equipment Technician Trainee

Technical Series - Level II (junior)
Includes: Data Processing Equipment Operator
Data Processing Junior Programmer
Senior Data Processing Equipment Operator
Assistant Equipment Technician

Technical Series - Level III (senior)
Includes: Data Processing Programmer -- Intermediate; Senior
Equipment Technician -- Senior Assistant
Principal Data Processing Equipment Operator

Technical Series - Level IV (principal)
Includes: Principal Data Processing Programmer
Principal Equipment Technician
Principal Purchases Agent

Technical Series - Level I (trainees)
Job announcement to be posted. Employees within the Clerical Series - Levels II through IV would be eligible to apply based on demonstrated work experience within the school system and/or documentation of successful completion of "xxx" requirement.

After three (3) years of satisfactory job performance and completion of "xxx" requirement, trainees would be eligible to apply for Technical Series - Level II positions or Level III positions.

Technical Series - Level (junior)
Job announcement-to be posted. Employees within the Clerical Series - Levels II through IV would be eligible to apply based on demonstrated work experience within the school system and/or documentation of successful completion of "xxx" requirement.

After three (3) years of satisfactory work performance and completion of "xxx" requirement, employees at Technical Series Level II may apply for Technical Series - Level III positions.

Technical Series - Level III (senior)
Job announcement to be posted. Employees within the Clerical Series - Level II through IV would be eligible to apply based on demonstrated work experience within the school system and/or documentation of successful completion of "xxx" requirement.

After three (3) years of satisfactory work performance and completion of "xxx" requirement, employees at Technical Series Level III may apply for Technical Series - Level IV positions.

Technical Series - Level IV (principal)
Job announcement to be posted.

Letter of Agreement
between
The School District of the City of Detroit
and
The Detroit Association of Educational Office Employees

INSTRUCTIONAL REFORM – PRIORITY SCHOOLS

The School District of the City of Detroit ("District") and the Detroit Association of Educational Office Employees, ("Union") agree, by their representatives' signatures below, to abide by the following procedures for the establishment of Priority Schools.

The Priority Schools intend to offer a rigorous educational program which includes extended day/year and measurable expectations. The District shall provide all adopted instructional materials to effectively address the educational and instructional needs of students and staff, including textbooks, supplemental supplies, and equipment.

To implement the Priority Schools' educational program it is essential that there be cooperation between the District and the Union, which parties have agreed to accommodate necessary and unusual requirements in order to implement the Priority Schools – creative teaching methods; acceleration of improved student achievement as measured by MDE standards; creative scheduling; dedicated staff assigned to each school; extended school day/extended year; and parental and community engagement.

This Letter of Agreement ("Agreement") is made by and between the District and the Union for the purpose of establishing certain work rules to govern the operation of Priority Schools. The parameters for the Priority Schools will accommodate the following:

1. The District shall identify the criteria for the establishment of "Priority Schools." Determination of such schools shall be based upon data inclusive of, but not limited to, student performance on standardized tests, student attendance, transiency, chronic discipline and/or violence concerns, and Adequate Yearly Progress (AYP) status, and other provisions identified by No Child Left Behind (NCLB). Priority schools shall not be limited to low performing schools.

2. Schools identified as Priority Schools shall participate in the Shared Decision-Making Program as outlined in the collective bargaining agreement. Upon the selection of the staff, each Priority School shall select a School Leadership Team (SLT) as described in the collective bargaining agreement.

3. The District shall determine which schools will be designated Priority Schools. The Principal will be responsible for interviewing and selecting staff at Priority Schools.

4. Staffing at Priority Schools shall be on an application basis. Criteria for selection shall be determined by the Selection Committee. Interested Union members must apply for assignment to a Priority School and be selected via an interview by the Principal.

   In the event a Priority School is unable to fill positions, any qualified member from a lay-off list may apply based on a job posting and be selected regardless of position on the lay-off list. If no one from the lay-off list applies or is selected, the position may be posted on the District's website for external candidates.

5. There shall be an extended day/school year for the Priority Schools contingent upon funding. If the Priority Schools have an extended school year, members of the bargaining unit shall be paid at their regular hourly rate. Any hours worked beyond the regular school day will be paid at the hourly rate and in compliance with the Fair Labor Standards Act (FLSA).

6. Upon selection to serve in a Priority School, a member will be required to complete prescribed professional development specifically designed to meet the instructional needs of the Priority Schools. During employment at a Priority School, members selected and assigned to a Priority School shall do so with the understanding that their ongoing assignment at the Priority School shall be contingent upon staff meeting evaluative criteria in an annual review process.

   The evaluative criteria shall include, but not be limited to, the member maintaining the requirements of the job posting, meeting pre-established benchmarks and targets, making a continuing commitment to all that is prescribed in this Agreement. The established goals and objectives along with the evaluative criteria must be clearly articulated to all members of the bargaining unit at the time of the job posting and selection.

   A member who is not meeting the evaluative criteria required by the Priority School, using supportive evidence and data, will be informed of the basis for evaluative findings and shall be terminated.

7. In the event a member decides not to return to the Priority School or the Principal advises a member that he/she will not be retained for the following school year, the District shall post the position and the Principal will interview and select a replacement.

8. In the event a member decides not to return to the Priority School or the Principal advises a member that he/she will not be retained for the following school year, that member shall maintain the same rights as any other Union member and be referred to the Division of Human Resources for placement in a vacancy.

9. District-wide layoffs shall occur in accordance with the layoff provisions of the collective bargaining agreement. However, should the district decide to retain members assigned to Priority Schools who would otherwise be laid off, the member with the next highest seniority shall be released from their current assignment until a vacancy becomes available for which the member is qualified.

For the Union	**For the School District of the City of Detroit**
Ruby J. Newbold Elois T. Moore	Gwendolyn A. de Jongh
Date: 5/19/2010	Date: 5/19/10

APPROVED:
Robert C. Bobb, Emergency Financial Manager

Letter of Agreement
between
The School District of the City of Detroit
and
The Detroit Association of Educational Office Employees

INSTRUCTIONAL REFORM - SCHOOL-BASED PERFORMANCE BONUS

The School District of the City of Detroit ("District") and the Detroit Association of Educational Office Employees, ("Union") agree, by their representatives' signatures below, to abide by the following procedures for School-Based Performance Bonus.

The District shall identify the funding source for the establishment of a School-Based Performance Bonus Program. The securing of such funds shall be identified prior to the start of each school year. The continuance of the School-Based Performance Bonus shall be contingent upon the securing of the funds for the entire school year.

The District shall identify the criteria and benchmarks for establishing school-based performance pay for bargaining unit members. The criteria may include measureable improvements in student and staff attendance on a school-wide basis, performance on standardized tests, overall student grade point average (GPA), graduation rates, reduction in drop-out rates, attaining and/or maintaining Adequate Yearly Progress (AYP) and other provisions identified by the No Child Left Behind (NCLB) Act.

The established criteria and benchmarks shall be distributed to schools for consideration and interest in the School-Based Performance Bonus program. All schools interested in participating the program shall be guided by the following:

1. The School Leadership Team and the building administration shall meet annually for the purpose of the development and submission of the application for consideration complete with the rationale of interest, strategies to meet the criteria/benchmarks, data pertinent to the identified criteria for consideration, and clearly defined objectives for the school year.

2. Once the schools have been selected, the district shall be responsible for providing the resources for the school to meet the criteria/benchmarks.

3. Selected schools are subject to an annual review of predetermined criteria using supportive evidence and data for each school. A data-based rationale must be provided if a school is not renewed unless the non-renewal is due to lack of identified/available funding.

4. Bonus packages shall be afforded to each school selected. The distribution shall be made one of two ways: 1) utilizing the District's predetermined cash distribution matrix or 2) the School Leadership Team via the SDM shall determine an alternative.

5. Bonus pay shall be paid not later than the end of the first semester of the following school year.

6. This agreement shall not infringe upon the collective bargaining rights of other District employee unions and/or other employees.

For the Union	**For the School District of the City of Detroit**
Ruby J. Newbold Elois T. Moore	Gwendolyn A. de Jongh
Date: 5/19/2010	Date: 5/19/10

APPROVED:
Robert C. Bobb, Emergency Financial Manager

Letter of Agreement
between
The School District of the City of Detroit
and
The Detroit Association of Educational Office Employees

INSTRUCTIONAL REFORM – SHARED DECISION-MAKING

The School District of the City of Detroit ("District") and the Detroit Association of Educational Office Employees, ("Union") agree, by their representatives' signatures below, to abide by the following procedures for Shared Decision-Making.

Joint Labor-Management Shared Decision-Making Committee
The Joint Labor-Management Shared Decision-Making Committee shall be composed of no more than ten (10) Committee members. The Joint Labor-Management Shared Decision-Making Committee members shall be identified by January 15, 2010. The Committee shall develop a calendar of no less than one (1) meeting per month, with additional meetings scheduled as needed. The Committee shall operate by consensus decision-making.

The Joint Labor-Management Shared Decision-Making Committee shall establish the criteria for the level of school autonomy in shared decision-making. The Joint Labor-Management Shared Decision-Making Committee shall review the application and meet with the Principal and bargaining unit members. The purpose of the meeting shall be to review the areas for which shared decision-making shall apply.

School Leadership Team
The School Leadership Team shall be established at the school level and have no more than twelve (12) committee members, consisting of, but not limited to, the Principal, Assistant Principal (if applicable), and a Union designee/representative. Participating schools shall select School Leadership Teams based upon a peer selection process. Any schools with a team in place as of September 1st will have an opportunity each October to change the composition of its team.

Decisions in accordance with the established policies and practices for shared decision-making shall be made by consensus. The implementation of the decisions will be carried out by the principal and other members of the school staff, as necessary.

Shared Decision-Making
The District and the Union agree that Shared Decision-Making (SDM) is a process in which the School Leadership Team (SLT) will work collaboratively with the Principal in identifying issues, defining goals relative to the Academic Achievement Plan, developing school budgets and formulating policy and the implementation of such. The uniqueness of each school community requires that the organizational and instructional issues discussed are determined by the SLT. The District and the Union agree that in order to achieve SDM at the school level, the SLT must agree to participate in required SDM training and work cooperatively in order to bring about changes, which may include significant restructuring of instruction.

Eligibility and Involvement
All schools are eligible to apply for participation in SDM. School participation shall be voluntary.

Schools involved in SDM shall conduct ongoing self-evaluation based on tools identified and developed by May 1, 2010 by the Joint Labor-Management Committee and modify the program as needed.

Professional Development
The District shall be responsible for making available appropriate professional development and support requested by schools involved in SDM, as well as schools expressing an interest in future involvement in the program.

For the Union	**For the School District of the City of Detroit**
Ruby J. Newbold Elois T. Moore	Gwendolyn A. de Jongh
Date: 5/19/2010	Date: 5/19/10

APPROVED:
Robert C. Bobb, Emergency Financial Manager

2023-2024
AMENDMENTS

The Detroit Public Schools Community District (DPSCD)
and
The Detroit Association of Educational Office Employees (DAEOE)

Tentative Agreement (Package)
2023-2024

TERMS:

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

2. **Compensation:** All DAEOE unit members shall receive a base wage increase of 2.5% and advance one step on the appropriate wage schedule. Bargaining unit members at the top of the scale will receive a 5% increase.

3. **December Retention Bonus:** All employees who are in the DAEOE bargaining unit as of the date of December 1, 2023 and employed as of the first payroll in December will be eligible to receive a $2,000.00 December Retention Bonus to be paid through a separate pay advice in the first payroll in the month of December 2023.

4. **Longevity Stipend:** Bargaining unit members with 10 or more years of District service as of June 30, 2023 shall receive a one-time $1,000 longevity payment. The district shall pay this one-time longevity payment in a separate pay advice no later than July 2024.

5. **12-Month Employees Vacation and Sick Leave Accrual:** Employees working 12 months are eligible for mandatory and accrued vacation with pay as described in this provision.

    a. **The following 18 days are mandatory vacation days**:
    Thanksgiving Break (November 22, 2023)
    Winter Break (December 26-29, 2023 and January 2-5, 2024)
    Late Winter Break (February 19 – 23, 2024)
    Spring Break (March 25 – 28, 2024)

    b. Any exception to mandatory vacation must be approved in advance and in writing by the Superintendent or his designee. The grant of such exceptions will be limited to employees whose duties relate to essential core functions. Any employee granted an exception will receive the equivalent amount of straight time as "compensatory time." All "compensatory time" must be used by the end of the fiscal year, or it is forfeited.

    c. 12-month employees shall accrue 12 vacation days on an annual basis. Employees hired after July 1 shall accrue a prorated number of vacation days.

    d. Effective the 2023-24 fiscal year and after, 12-month employees may choose to bank a maximum of 25 days in the prior bank.

    Upon separation from employment, bargaining unit members who do not use their vacation allotment shall be paid their hourly rate of pay for each accrued day that they do not use to a maximum of 25 days. Payments shall be made as soon as practicable following separation.

Sick Leave

12-Month employees shall accrue twelve (12) sick leave days on an annual basis in a lump sum. Employees hired after July 1 shall accrue a prorated number of sick days.

For the Union:

Erika Bray
Erika Bray (Oct 6, 2023 18:47 EDT)
Signature

Diane Wilson
Diane Wilson (Oct 6, 2023 19:03 EDT)
Signature

For the District:

Luis Solano (Oct 6, 2023 19:23 EDT)
Signature

Gwendolyn Anderson
Signature

Approved:

Nikolai P. Vitti, Ed.D., General Superintendent

2021-2023
AMENDMENTS

Detroit Public Schools Community District (DPSCD)
and
Detroit Association of Educational Office Employees
Compensation Proposal Packet

TENTATIVE AGREEMENT
December 9, 2021

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1. A collective bargaining agreement of two years' duration effective July 1, 2021 and expiring June 30, 2023.

2. (HOURLY EMPLOYEES - $15 HOURLY RATE). All DAEOE unit members with an hourly rate below $15 shall be increased to a minimum hourly rate of $15 per hour as of the 2021-22 school year.

3. (HOURLY EMPLOYEES ABOVE $15). All other DAEOE unit members shall receive a base wage increase of 3% for the 2021-22 school year. In addition, bargaining unit members shall be paid an off-schedule supplemental retention payment in the amount of $1000 for the 2021-22 school year to be paid no later than May 3, 2022. There shall be no step movement in the 2021-22 school year.

4. All DAEOE unit members shall receive a base wage increase of 3% as of the beginning of the 2022-2023 school year. In addition, bargaining unit members shall be paid an off-schedule retention supplemental payment in the amount of $1000 for the 2022-2023 school year to be paid no later than June 30, 2023. There shall be no step movement in the 2022-23 school year.

5. All DAEOE unit members shall receive a supplemental stipend for services provided in the area of COVID mitigation in the amount of $2,000. The District shall pay this learning recovery supplement in December for each of the following school years: 2021-2022 and 2022-2023 in a separate pay advice.

6. DAEOE unit members who, as of June 30, 2021 and June 30, 2022, have 20 or more years of service in any full-time job position(s) with the District (and its predecessor the Detroit Public Schools) shall receive a longevity supplement in the amount of $1000. The District shall pay this longevity supplement in the last paycheck of the school year in 2021-2022 and in the last paycheck in 2022-2023 in a separate pay advice. The employee must remain employed throughout the school year that the longevity payment is paid.

7. **Upon Retirement- Payment of Unused Sick Leave Days**

   Upon retirement with a retirement allowance in accordance with the qualifications established by the Michigan Public School Employees' Retirement System, an

employee will be paid their hourly rate for sick bank days not to exceed one-half (1/2) her/his sick leave bank, with a maximum allowance of thirty (30) days pay.

8. **Bereavement Leave (modified)**

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

   a. Included in immediate family membership: *a spouse, parent, children, brother, sister, niece, nephew, grandparent and grandchildren (including foster, equivalent step family members, and "in-law" relationships) inclusive of and any other members of the immediate household.*

   b. If the employee works on day of death, the days allowed do not include day of death but begin the first scheduled working day immediately following the day of death.

   c. If the 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.

   d. 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.

9. It is the mutual understanding and agreement of the parties that all of the supplements, stipends, and other forms of pay set forth in this Compensation Agreement shall be creditable and reportable *compensation* with the Michigan Office of Retirement Services ("ORS") within the meaning of MCL 38.1303a(2). The District shall take all necessary steps to report such compensation as creditable with the ORS.

10. **Article 2 – Equal Employment Opportunity (Modified language)**

    Generally, and unless required otherwise by law, the assignment, promotion, and transfer of satisfactory employees in this bargaining unit shall conform to the provisions of this Agreement, District policies and established practices. In accord with District policy, no person or persons, department or divisions responsible to the District shall discriminate against any employee on the basis of *race, color, national origin, sex, sexual orientation, gender identity, disability, age, religion, height, weight, citizenship, marital or family status, military status, ancestry, genetic information, or any other legally protected category, in its educational programs and activities, including employment and admissions opportunities* or membership in or association with the activities of the Union. The parties will continue to work together to assure equal employment opportunities to all.

11. **Article 24 – Information (Replace current language)**

A. Unit Membership Information

A roster of names of active bargaining unit members, including amount of District-wide seniority, shall be provided to the Union on February 1, 2021 and on July 1 of each year thereafter.

The District will provide the Union a monthly roster/report of bargaining unit members, including employee name, home address on file (including city, state and zip code), employee identification number, job code, job title (description), work location (location description), work email address, personal email address (on file), personal phone number (on file), district hire date (based on historical records; "company" hire date in PeopleSoft), salary/hourly rate of pay, current step, , assignment description, and school group (if location is a school). This report will be categorized alphabetically. The District will provide the report in a format such as Excel which allows for reorganization of the data necessary to yield building seniority lists.

B. Vacancies

On September 30, February 28, and June 1 of each year, the District will provide a report to the Union indicating funded vacant positions.

C. Other Information

Nothing in this article will be construed to relieve the District from any statutory obligation to provide information, records, or data upon reasonable request from the Union relevant to negotiations or to enforcement of this Agreement.

12. **Article 25 – Union Activities (New Language)**

Organizing Fellows: The District recognizes that the Union will have Organizing Fellows who engage in union organizing activities on District properties.

The salary, benefits, and fringe benefits for Organizing Fellows and other union organizers shall be exclusively paid by the Union. Due to the District's need to maintain adequate staffing levels, the decision to release any District employee to become an Organizing Fellow or engage in organizing activities shall be at the discretion of the District. In the event the District decides not to release a District employee, the District and the Union will meet, confer, and agree upon an alternative employee to serve as an Organizing Fellow. The AFT Coalition - Detroit Federation of Paraprofessionals, Detroit Association of Educational Office Employees, and Detroit Federation of Teachers - may have no more than a total of six (6) Organizing Fellows per semester, at their discretion, selected from the Detroit Federation of Paraprofessionals, Detroit Association of Educational Office Employees, and Detroit Federation of Teachers bargaining units. Each constituent

Union of the AFT Coalition may in its discretion appoint and have at least one (1) Organizing Fellow per semester, provided that the overall total of Organizing Fellows of the AFT Coalition does not exceed the foregoing limitation of six (6) per semester. The release of more than six (6) employees in one semester to serve as Organizing Fellows shall be by mutual agreement of the parties.

In pursuance of his/her duties, the Organizing Fellow shall not interfere with any District employee engaged in a regular class, a duty, a conference, home assignment, or interfere with the assigned functions of any employee, or the regular school program.

Whenever Organizing Fellows enter a school building to engage in organizing activities, the Organizing Fellow shall recognize the principal or his/her designee as the lead administrator in the school. The Organizing Fellow shall adhere to building visitor procedures (sign-in at the building's main office). In any event that there is a concern or confusion at the school level regarding the activities, duties, or functions of an Organizing Fellow, the District and the Union shall confer to resolve the concern or confusion as promptly as possible.

13. **Article 27 – Empowered Schools**: Delete Article

14. **Respectful Working Environment** (New Article)
The following behaviors are inconsistent with a respectful working environment and are impermissible: (a) verbal abuse, which includes, but is not limited to, obscene, threatening, humiliating or intimidating language; and (b) non-verbal abuse, which includes acts that are threatening, humiliating or intimidating. Individual, group, or school-wide meetings shall not be utilized to threaten, humiliate or intimidate bargaining unit members. Employees shall suffer no retaliation for reporting incidents of concern.

The Office of Equity, Advocacy, and Civil Rights shall investigate bargaining unit member allegations of harassment, intimidation, retaliation, and discrimination that create undignified or disrespectful working environments or conditions. Substantiated claims shall be reported to the Superintendent or his/her appropriate designee(s) for corrective action, as needed.

If the Office of Equity, Advocacy, and Civil Rights does not resolve the issue(s) presented, the Union may bring such concerns, reports, or suspected violations to a Special Conference with the Office of Labor Relations who shall promptly report their findings to the Union.

If the allegation(s) remain unresolved, the Union may request a meeting (request through the Office of Labor Relations) with the Deputy Superintendent of Schools and/or the Superintendent's designee(s) within thirty (30) calendar days following the Special Conference. The Superintendent's designee(s) findings and actions to address the unit member claims shall be reported promptly to the Union.

Remedies and corrective actions of confirmed allegations may include, and shall not be limited to, appropriate counseling, reversing adverse actions, directing the training of an employee regarding proper professional conduct toward all employees and vendors, discipline and debarment to the extent permitted by law and/or other corrective actions.

Nothing shall prevent a bargaining unit employee from electing to pursue a legal or statutory remedy.

15. **Article I – Recognition (Delete Language)**

1. 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 forty (40) days of hire by the District, become members, or in the alternative, shall, within forty (40) days of their date of hire by the District, as a condition of employment, pay to the Union each scheduled full, bi-weekly pay period a service fee in an amount equal to the regular membership dues uniformly required of employees of the District who are members.

2. The District shall deduct from the pay of each employee from whom it receives authorization to do so the required amount for the payment of dues or service fees. Such dues, or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by 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 thirty (30) days after the deductions were made.

   To the extent the union has been invoiced by the District for reimbursement of union employees' salaries and benefits and the union has not paid the invoice within three weeks of the date of the invoice, the District shall have the right to deduct the amount the union owes the District from checked-off dues owed the union.

3. An employee who shall tender or authorize the deduction of 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.

4. The District 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.

5. The District, upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition, shall immediately notify said employee that her/his services shall be discontinued at the end of ten (10) days and shall dismiss said employee accordingly through written notification with a copy of the communication forwarded to the Union.

6. The Union shall notify the District forty (40) days prior to any change in such dues or fees.

9. The District shall inform all new employees and employees returning from leave/resignation within thirty (30) days of hire or return of their obligations under this section, provided that failure of the District to so inform shall not be a defense of any employee who has failed to comply with the provisions

Add - Deductions
Consistent with and as limited by current practice, the District shall make payroll deductions upon written authorization from bargaining unit members to the extent permitted by law. In the event that there is a change in law which would authorize payroll deductions for Union dues and/or fees, the District shall allow and effectuate such deductions consistent with applicable law.

16. **Instructional Reform Letters of Agreement**: The parties agree to delete the following Letters of Agreement from the Collective Bargaining Agreement.

~~1. Letter of Agreement – Instructional Reform – Priority Schools – May 19, 2010~~

~~2. Letter of Agreement – Instructional Reform – School-Based Performance Bonus – May 19, 2010~~

~~3. Letter of Agreement – Instructional Reform – Shared Decision Making – May 19, 2010~~

17. **Article 6 - Fringes**

The current health care plans and other insurance benefits which are set forth in the signed and approved "Tentative Agreement between the DPSCD, and the Coalition of Unions" dated **September 30, 2021** will remain in effect through December 31, **2022**.

The parties will engage in good-faith collective bargaining over health and other insurance benefits to be effective January 1, **2023** and may do so on a coalition basis with other Unions.

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

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

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

THEREFORE, by the representatives' signatures below, the parties agree to the terms (to be incorporated into the CBA) as outlined above.

For the Union:	**For the District:**
Stephanie Carreker Stephanie Carreker (Dec 9, 2021 20:40 EST)	Luis Solano (Dec 10, 2021 06:09 EST)
Signature	**Signature**
Erika Bray Erika Bray (Dec 10, 2021 04:58 EST)	Gwendolyn Anderson (Dec 13, 2021 10:35 EST)
Signature	**Signature**
Dec 9, 2021	Dec 13, 2021
Date	**Date**

Approved: Dec 14, 2021

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

2020-2021
AMENDMENTS

The Detroit Public Schools Community District
and
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES
AFT, LOCAL 2168, AFL-CIO

TENTATIVE AGREEMENT
December 16, 2020

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

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

3. A one-time Two Thousand Dollar ($2000.00) bonus to Non-OSN Bargaining Unit members paid on a separate pay advice on or before March 31, 2021. Unit members must be an active employee on payroll at the time the payment is issued. The Parties shall meet to discuss unit members excluded by the District or reported by the Union as not receiving the bonus to mutually resolve bonus payment issues.

4. A one-time Two Thousand Dollar ($2000.00) to OSN Bargaining Unit members paid on a separate pay advice on or before March 31, 2021. Unit members must be an active employee on payroll at the time the payment is issued. The Parties shall meet to discuss unit members excluded by the District or reported by the Union as not receiving the bonus to mutually resolve bonus payment issues.

5. Bargaining unit members assigned to the Office of School Nutrition (OSN) who perform their job duties face-to-face for the 2020-21 academic year shall receive Five Hundred Dollars ($500.00) in hazard pay for completion of the third (3rd) and fourth (4th) quarter marking periods. Unit members working less than a full quarter face-to-face shall receive a prorated amount. The third quarter payment shall be made on May 4, 2021, fourth quarter payment shall be made on June 29, 2021 and prorated payments shall be made as soon as practicably possible.

6. 12-month clericals scheduled to work December 20, 2020 – January 1, 2021 shall not report but shall be paid for the scheduled workdays for the 2020-21 school year only. This provision shall have no precedential effect.

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

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

For the DAEOE:
Stephanie Carreker
Stephanie Carreker (Dec 17, 2020 12:48 EST)

Date: Dec 17, 2020

For the District:
Andre Poplar
Andre Poplar (Dec 17, 2020 12:54 EST)

Luis Solano (Dec 17, 2020 17:17 EST)

Date: Dec 17, 2020

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

2019-2020
AMENDMENTS

Detroit Public Schools Community District
And
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES
2019-2020 Wage Re-Opener

TENTATIVE AGREEMENT

August 26, 2019

- All bargaining unit members will receive a 3% wage increase – effective the first day of the second semester of the 2019-20 school year.
- All bargaining unit members will be paid holiday pay the day before Thanksgiving 2019.
- All bargaining unit members actively on the payroll as of the date of the bonus payment will receive a one-time $750 bonus in an off-cycle check before December 25, 2019.

For the District:

Andrea Pyles

Title: Executive Director Labor Relations

Title: Deputy Supt

Date: August 28, 2019

For the Union:

Stephanie K. Garrett

Title: President

Emma N. Bray

Title: Chief Steward

Date: August 28, 2019

Nikolai P. Vitti, EdD., General Superintendent

8/29/2019
Date