AGREEMENT

between the

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

and the

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 345

AFL-CIO

JULY 1, 2023 – JUNE 30, 2024

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AGREEMENT

This Agreement is entered into effective the 1st day of July, 2021, between the School District of the City of Detroit (hereinafter referred to as the "District") and Local 345, Michigan District Council 25 of the American Federation of State, County and Municipal Employees AFL-CIO (hereinafter collectively referred to as the "Union").

ARTICLE 1 – PURPOSE AND INTENT

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

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

To these ends, the District and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of the parties at all levels and among all employees.

ARTICLE 2 – NON-DISCRIMINATION CLAUSE

A. There shall be no discrimination against any person in employment or in Union membership because of race, sex, religion, color, creed or national origin. The parties will work together to assure equal employment opportunities, and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all persons employed by the District in all phases of the employment process.

B. The District and the Union are committed to the principle of equal pay for equal work and agree that no provision of this Agreement shall be interpreted in such a manner as to preclude persons of any sex from the equal opportunity to be considered, selected and employed in any position in the bargaining unit because of the sex of such person.

ARTICLE 3 – RECOGNITION – EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, the District does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the District in the job classifications described in Appendix "A".

ARTICLE 4 – EMPOWERMENT

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

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

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

A. No bargaining unit member in an empowered school will suffer a loss of employment as a result of an action by an empowered school involving purchasing outside services.

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 master contract.

C. Persons applying for promotions will indicate whether they desire to be placed in a regular school, empowered school or both. An empowered school needing to fill a vacancy will review the register and interview the candidates on the list who has indicated a preference to go to an empowered school. Persons who remain on the register will be selected for a vacancy in a non-empowered school, in accordance with Article XX.

D. The Union and the District are committed to building a learning organization that will increase student achievement. The implementation of site-based management will give schools greater responsibility, authority, and accountability for making decisions that will improve educational services to students.

   Site-based management is a local school governance structure that focuses on increasing student achievement by utilizing a collaborative decision-making process that involves all school community stakeholders. School community stakeholders include students, certified and uncertified staff, community, parents, and administrators.
   With respect to site-based management, the principal or building administrator will be cognizant of the workloads of bargaining unit members. In cases where the

propriety or workload of unit members is unusually high, the Union may request a special conference with management to resolve the matter.

ARTICLE 5 – WORKING RULES

The District may establish reasonable working rules pursuant to which all employees in the unit shall perform their assigned functions. The Union shall be notified in writing and consulted regarding said working rules prior to their effective date and prior to any change therein.

Pending formulation of any new work rules in the manner set forth above, the overtime policy and hours of work including lunch periods in various classifications, shall be continued as presently administered, and/or as changed by any supplemental agreements.

There shall not be any arbitrary change in hours solely to avoid the payment of overtime. There shall be no conflict between the work rules and the terms of this Agreement.

ARTICLE 6 – HOURS OF WORK, CALL-IN TIME, STAFFING

The staffing requirements and work schedule of unit members will be determined by the principal or designee and at locations other than schools, by the appropriate administrator or designee.

A. Hours of Work

All employees' Off Day hours and Sick Leave hours will be consistent with the number of hours they are scheduled to work.

1. Trainable Aide and Special Education Aide

a. On or before June 30, 2013, the regularly scheduled hours of work for Trainable Aides will be 7.5. On or before June 30, 2013, the regularly scheduled hours of work for Special Education Aides will be 7.0. These work hours will not apply to the Summer School/Title I or Autism Spectrum Disorder Extended School Year programs.

b. Reclassification 48 Week Trainable Aides – Due to the amount of days students are required to attend school effective 2012-2013 school year the 48 Week Aides will be reclassified to 39 Week Aides.

2. School Technicians

a. Meetings of school technicians with the supervisor of school technicians shall be held as needed. The supervisor shall set the date, time and place of the meeting.

b. Except in emergency situations, school technician shall not be assigned duties normally performed by teachers or administrators.

c. Working Hours - School technicians work eight (8) hours per day. Included in the eight (8) hours is a lunch time of one-half (1/2) hour in duration, during which time the technician is on call if necessary.

d. The District will determine the numbers of hours and the quantity of school technicians that are needed for each community use or afterschool assignment. The District will acknowledge input from the school technician, but the District will make the final decision.

e. The school technician may not utilize non District employees for work and/or community use assignments. The school technician engaging in this practice will be subject to discipline up to and including termination.

f. The school technician is usually assigned to one (1) building or location. Should movement between the physical plants or locations become necessary after the employee reaches his/her building or location, the school technician shall receive mileage compensation, effective March 1, 1992, at a rate that is applicable to the rate used by the Internal Revenue Service for tax purposes with a cap of 700 miles per month.

B. Notification of Sick Leave Absence and Returned

When it is necessary to be absent, the employee must notify the school office or the person designated at the time established by the school. The school office should be informed of an expected absence early enough to be able to have a substitute, if applicable, arrive before the opening of the school day. The absent employee must report to the District's attendance program, if applicable, and notify the school by 2:30 p.m. of the day preceding his/her return.

Employees able to anticipate non-illness absence chargeable to sick leave must make application in advance on a form provided by the District for such purpose.

ARTICLE 7 - BUS ATTENDANTS

Tentative long-day - short-day schedules, as well as tentative schedules indicating half-day school sessions, will be provided to Bus Attendants as early in September as possible.

It is understood that the above schedules are subject to revision should conditions arise that are beyond the control of the parties involved.

For the purpose of selecting routes on the basis of seniority, special education routes requiring Bus Attendants will be posted twice a year; October and April.

ARTICLE 8 – FOOD SERVICE

A. When a food service employee in the bargaining unit is assigned to fill an illness vacancy of an anticipated length of at least forty-five (45) consecutive working days, and that position carries a higher wage classification, the employee shall receive "acting" status and an appropriate salary adjustment, retroactive to the first date of assignment in the position.

B. The director of Food Service will review, in a Special Conference, the questions of:

1. Allowing present food service employees to work an additional hour in those locations where the need arises.

2. The promotional program as it relates to rates of pay for trainees.

ARTICLE 9 – OVERTIME

A. **Overtime:** Time and one-half will be paid to all employees of the bargaining unit for actual hours worked Monday through Saturday in excess of 40 hours. 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.

B. Employees who are granted overtime under this provision in the Agreement shall actually perform the work during the time allotted, i.e. if six (6) hours are granted, then six (6) hours must be worked. The overtime cannot be worked contemporaneously with the regular assigned work hours. It will be worked after the time the regular work shift has ended.

C. **Sunday and Holiday:** Sunday and/or holidays, the rate will be two times the employee's regular rate for hours worked.

D **Current Substitutes or Overtime Procedure**

The District will determine when overtime is to be worked by bargaining unit members and will so advise the employees. Every effort will be made to equalize overtime within classification by location.

ARTICLE 10 – PERSONNEL RECORDS

The District will maintain and make available employee personnel records to bargaining unit members in accordance with the "Bullard-Plawecki Employee Right to Know Act," M.C.L.A. § 423.501 et seq. The District, upon written request, shall provide employees an opportunity to periodically review their personnel records generally, not more than twice per year.

The employee may be accompanied by a representative of the Union during the examination of their records.

An employee may also obtain a copy of the information contained in the employee's personnel file. The District reserves the right to charge the actual cost of duplicating said records.

ARTICLE 11 – PROHIBITION AGAINST STRIKES

There shall not be any strike action of any type engaged in, or encouraged, by the Union against the District, nor shall there be any lockout by the District. The Union will take affirmative steps to discourage and prevent strike action against the District by its members.

ARTICLE 12 – STEWARDS, ALTERNATE STEWARDS & DIVISIONAL CHAIRPERSONS

The Steward's responsibilities include the reasonable attempt by the Steward to ensure that members of the Union are familiar with and adhere to the responsibilities imposed by this Agreement and by the reasonable work rules established by the District from time to time in consultation with the Union.

Where necessary, in the interest of maintaining a continuously cooperative relationship between the Union and the District, the Steward, or other Union officers who are directly involved in the grievance procedure shall be permitted a reasonable time to investigate and present grievances but shall not receive any extra pay from the District because of the performance of such duties. However, when the Steward or other Union officers who are directly involved in the grievance procedure are performing such authorized Steward's functions during working hours, they shall not suffer any loss of time or pay.

The Steward shall, to the extent possible, perform his/her duties as Steward without interference with his/her own job functions or the job functions of other employees. The Steward or Union officer shall not leave their job to conduct their duties as Steward without first securing the permission of their immediate supervisor. The failure of the supervisor to grant reasonable time off may be the subject of a grievance.

The number of Steward districts shall be that number negotiated between the District and the Union.

A Steward who directs the Steward activities of other Stewards shall be known as the Divisional Chairperson (Chief Steward) and may exercise the duties of the Steward as described, and under the conditions set forth above.

ARTICLE 13 – STEWARD'S TRANSFER

Management recognizes that the transfer of a Steward from one location to another or from one shift to another may be advantageous to both the Union and the District. When such a situation arises, either party may request a Special Conference prior to any action.

ARTICLE 14 – SPECIAL CONFERENCES

A. Special Conferences on agreed upon matters will be arranged between the Local Union President and the District, or its designated representatives, upon request of either party. Such meeting shall be between no more than five (5) and at least two (2) representatives of each party to the Agreement.

Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences, shall be confined to those included in the agenda. Such conferences shall be held within five (5) calendar days after the request is made. This time limit may be extended if mutually agreed to by both parties. The District agrees to acknowledge requests for Special Conferences in writing.

Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m., unless some other time is mutually agreed upon.

The members of the Union shall not lose time nor pay for time spent in such Special Conferences. This meeting may be attended by representatives of District Council 25.

B. The Union representatives may meet at a place designated by the District on the District's property for not more than one hour immediately preceding a meeting with the representatives of the Board if a written request has been made.

On matters which concern employees of more than one Local, the Special Conference will be arranged between the official representatives of District Council 25 and the District's Office of Labor Contract Management.

C. In the event the parties reach an Agreement on an item(s) as a result of a Special Conference, the Agreement shall be reduced to writing.

ARTICLE 15 – 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/Unit Head or his representative within ten (10) working days from the time that the event took place or within ten (10) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance.

Upon receipt of the grievance, the principal or 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 Contract Management) the decision rendered by the principal or the applicable unit head. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the principal or the applicable unit head.

The 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 fifteen (15) working days of notice to arbitrate, the party demanding arbitration shall refer the matter to the American Arbitration Association (A.A.A.), 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, 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.

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

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

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

General Grievance Powers

Designated Stewards or Union officers who are directly involved in the grievance procedure shall not suffer any loss of time or pay while investigating and processing grievances. The grievant shall not lose pay for the time off the job while attending the arbitration proceedings.

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 written 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.

Designated Stewards or Union officers who are directly involved in the grievance procedure shall not suffer any loss of time or pay while investigating and processing grievances. The grievant shall not lose pay for the time off the job while attending the arbitration proceedings.

Time Limits on Grievances

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

ARTICLE 16 – DISCIPLINE

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

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

B. Unless the District notifies the Union by written notice otherwise, the District will hold hearings and conferences of bargaining unit members no later than sixty (60) days from the date the investigation upon which the charges are based is concluded. The person bringing charges cannot chair a hearing. A written summary including the decision will be provided to the affected unit member. If it is serving in a representative capacity, a copy to the Union will also be provided.

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

D. In the use of past records, management may take into consideration the length of time between infractions and any evident improvements in work performance by the employee.

ARTICLE 17 – COMPUTATION OF BACK WAGES AND OVERPAYMENTS

A. Claims regarding the 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.

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

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

C. In the event an employee in this bargaining unit receives wages or other monies to which he is not entitled, and which are payments or overpayments of such wages or monies, the District agrees that except in unusual circumstances, it shall make arrangements with the employee for repayment to the District in a manner which will minimize unusual hardship to such employee. The parties recognize that it shall be the continued responsibility of the employee to immediately notify the District upon discovery of such payment or overpayment in order that the District may promptly rectify the discrepancy.

ARTICLE 18 – SENIORITY

Section 1 - Probationary Employees

a. Employees appointed to regular positions in the unit shall be considered probationary employees for the first 120 calendar days of employment. When an employee has satisfactorily completed the probationary period, he shall be entered on the seniority list of the unit and shall rank, for seniority purposes, from the effective date of his appointment. There shall be no seniority among probationary employees.

b. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article III of this Agreement, except employees discharged and/or disciplined for other than Union activity.

Section 2

Seniority shall be on a classification basis in accordance with the employees' last date of appointment to a regular position. When there is complete elimination of a classification resulting in the layoff of employees within said classification, those laid off employees may receive priority in the filling of vacant positions in the bargaining unit.

Application must be made within seven calendar days of receive priority. Employees applying for the new positions must meet all of the qualifications as stated in the job description.

Upon appointment or assignment to the new position, the employees must serve the normal probationary period and are subject to all promotional procedures.

Section 3 - Seniority of Officers and Stewards

a. Stewards or designated representatives who are involved in the Grievance Procedure, shall be retained in their respective shifts and respective location according to their classification.

b. In the event the classification is eliminated in the said work location and shift and a dispute arises as to where the officers, stewards or designated representative shall be assigned, the dispute will be resolved in accordance with the Special Conference language of this Agreement.

c. Notwithstanding their actual position on the seniority list, Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their group classification which they can perform and after a layoff shall be recalled to work on the first open job in their group classification which they can perform.

d. In the event a layoff is necessary, notwithstanding their actual seniority, the following Local Union Officers, in the order in which their offices are listed below, shall continue to work in their group classification which they can perform and are willing to perform.

President
Executive Vice President
Vice President
Secretary-Treasurer
Recording Secretary
Corresponding Secretary
Divisional Chairperson or Chief Steward

e. The rights of the above officers to be retained is superior to the rights of Stewards set forth in "c" above.

f. The above-mentioned officers may, upon their request, be assigned to work days unless, as determined by the Board, this assignment adversely affects operations wherever such a position exists.

g. An updated seniority list will be supplied to the Union at the beginning of each semester. Such list will show the names, locations, job classifications and addresses of all employees in the unit, except that the address shall be deleted for any employee in the bargaining unit who shall, in writing, make a request to the District for such deletion.

Section 4 - Housekeeping Employees

Where there is no rotation in a building or location, the most senior employee at the site shall have the right to exercise seniority whenever a vacancy occurs at that site.

The Housekeeping Department will be informed by the most senior employee in the building of his/her desire to move into a vacancy that might occur. The employees request will be considered and granted unless it is determined by the building administrator or designee that transfer will adversely affect building operations.

Section 5 - Loss of Seniority

An employee shall lose seniority for the following reasons only:

a. The employee quits.

b. The employee is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.

c. The employee is absent for five (5) consecutive working days without notifying the District. The District may consider and make an exception to this rule in appropriate cases. After such absence, the District will send written notification by U. S. regular mail to the employee at the last known address, with a copy to the Union, that he/she has lost his/her seniority; and his/her employment has been terminated. If the disposition made of any case is not satisfactory, the matter shall be referred to the Grievance Procedure.

d. If the employee does not return to work when recalled from layoff as set forth in the Recall Procedure of this Agreement.

e. Return from sick leave and leaves of absence will be treated the same as "c" above.

f. The employee retires under the terms of any retirement program.

Section 6 - Retention of Seniority

An employee who voluntarily terminates employment with the District may once during his/her employment with the District, within thirty (30) work days of that termination, return to employment with the District without suffering loss of unit or classification seniority.

ARTICLE 19 – LAYOFF AND RECALL

A. The word "layoff" means a reduction in the working force due to a decrease in work or lack of funds.

B. If it becomes necessary for a layoff, the following procedure will be used: Temporary employees will be laid off first; probationary employees next; then seniority employees will be laid off according to seniority, as defined in Article XVI and the ability to do the remaining work.

In proper cases, exceptions may be made. Disposition of these will be a proper matter for Special Conference; and if not resolved, it shall then be subject to the Appeal Board step of the Grievance Procedure.

C. Employees to be laid off will have at least seven (7) calendar days' notice of layoff. The Local Union Secretary shall receive a list from the District of employees being laid off on the same date the notices are issued to the employees.

D. Employees shall be maintained on a recall list for a period of two (2) years from the date of layoff at which time all recall rights will terminate.

E. When the work force is increased after a layoff, employees will be recalled according to seniority as defined in Article XVI. Notice of recall shall be sent to the

employee at his last known address by regular U.S. mail, with a copy to the Union. If an employee fails to report for work within seven (7) work days from the date of mailing of notice of recall, he shall be considered to have quit. In proper cases, exceptions may be made.

F. Unit members are laid off at the end of the third (3rd) day of another unit's 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 20 – HOLIDAY PROVISIONS

A. Ten-month employees will be paid straight time for all unworked hours of their regularly assigned shift up to eight (8) hours for the following eight (8) holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and Good Friday in each year.

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

2. As in the 2016-17 school year, bargaining unit members shall not work, but be paid one-half (1/2) day off with pay on the day before Thanksgiving in lieu of the half-day Veterans' Day holiday for both 2017 and 2018. In addition, .40 of an employee's accumulated off-day time (under Article XXI) will be allocated to this day, so that bargaining unit members will receive the other half of the day with pay as well for both 2017 and 2018.

B. Employees who are less than 12-month employees, if assigned the additional work of summer school and also if they work both the day before and the day after July 4, will be paid for the July 4 holiday.

C. Twelve-month employees shall be entitled to nine (9) holidays, which shall include the same holidays referred to above and Independence Day.

D. A bargaining unit member who is eligible for holiday pay shall receive such pay provided he or she works both the day before and the day after such holiday or is receiving pre-approved sick pay or vacation pay, other than personal business.

E. Holiday provisions shall also be applicable for regular emergency substitutes.

ARTICLE 21– EVALUATION

A. Performance

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

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

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

B. Professional Development

Effective July 1, 2013, all Trainable Aides and Special Education Aides ("Aides") in the bargaining unit shall be required to participate in mandatory professional development annually. The Aides must attend and complete five (5) of the professional development courses which include but are not limited to the following:

1. Crisis Prevention Intervention*
2. Universal Precautions*
3. Sensitivity Training*
4. Special Tracking System and My Star
5. Proper Lifting Techniques
6. Safety Transport of Students
7. Teacher and Paraprofessional Collaboration
8. Common Core Essential Elements

Each year the Aides are required to attend the courses listed above which are indicated above with an asterisk (*). The District will, contingent upon funding and at its discretion, provide courses during District-wide Professional Development days and on Saturdays and breaks which includes the summer. For courses that are scheduled on Saturdays or during breaks (such as summer), the members will receive workshop pay for all hours attended. Attendance and participation in Professional Development will positively impact your performance evaluation.

The Aides will receive a Certificate of Completion for each training course attended. The Aides who complete 7 or more courses each year will receive a recognition letter from the Office of Specialized Services.

The District reserves the right to modify the professional development courses offered. Failure to attend five (5) courses may result in disciplinary action.

ARTICLE 22 – TRANSFERS AND PROMOTIONS

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 bargaining unit member assigned to said building shall be reassigned in accordance with the current applicable provisions.

A. Promotions – Eligibility Pools

1. The Division of Human Resources shall post job announcements for a period of ten (10) working days prior to filling the vacancy. The posting will include all qualifications necessary to fill the vacancy. Individuals wishing to apply must submit applications in accordance with the directives outlined in said announcement.

2. 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.

3. 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:

   - 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 statutory and District employment policy requirements for employment in addition to the eligibility requirements identified in the announcement.

4. The District shall select the eligible applicants for interview from the list of eligible candidates. In its selection, the District will give preference to employee applicants who are currently displaced, i.e. returns from leaves of absence, worker's compensation and reconstitution.

B. Transfers

1. In recognition of the commitment by both the School District of the City of Detroit and the Union to the principle of total involvement in seeking solutions to educational problems, it is acknowledged by both parties that on occasion it is in the best interests of both parties to transfer an employee and that the District retains the right to transfer a unit member covered by this Agreement from one position to another in these circumstances.

2. **In the case of individual transfers**

   Human Resources will make every effort to notify unit members being transferred within two (2) working days before the date the contemplated transfer is to become effective. The Union shall be furnished with a copy of the notification. The parties recognize that emergency situations may arise in which the two (2) day notice is not feasible.

3. Whenever there is a need for an involuntary transfer it will constitute a provisional assignment.

C. If there is any foreseeable movement of work or discontinuance of operation not covered in this Article, the Union shall be notified, and such movement or discontinuance shall be discussed with the Union in order to provide for protection of the seniority of the employees involved.

D. Exceptions

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

ARTICLE 23 – VACATIONS AND OFF DAYS

A. All regular employees covered by this Agreement shall receive vacation or off days, whichever shall apply, with pay. Vacation or off days, whichever shall apply, may not be taken until after sixteen (16) weeks of employment. Vacation must be taken during the year earned, or in the following year.

Effective July 1, 2010, all 12-month employees shall accrue vacation credits as follows:

Length of Service	Vacation Not to Exceed	Formula
0 - 1 year	1 week	.19 bi-weekly pay period
1 - 5 years	2 weeks	.38 bi-weekly pay period
6 - 10 years	3 weeks	.57 bi-weekly pay period
11 - 19 years	4 weeks	.77 bi-weekly pay period
20 or more	5 weeks	.95 bi-weekly pay period

a. Those employees presently receiving more than one or two weeks of vacation will not be adversely affected due to the change in the above formula.

b. The District will not be required to furnish substitutes or overtime service during the employee's vacation absences except in those instances where previous practice so provided. All 10-month employees and 48-week teacher aides shall accrue off day credits at the rate of .57 days for each two weeks of service.

B. Vacations will, as far as possible, be granted on the basis of the desires of the employee, seniority, and the efficient operation of the division and in accordance with the divisional supplemental agreements, as applicable.

C. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, provided such scheduling does not unreasonably interfere with operations.

D. When a holiday is observed by the District during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

E. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his/her vacation will be re-scheduled.

F. An employee shall not lose accrued vacation days if he/she is not able to take a vacation during any fiscal year because of extended illness of twenty-five (25)

working days or more in the same fiscal year. During any such illness, the employee shall have the right to request his absence be charged to his sick bank or to his accrued vacation.

G. All employees' off day hours will be consistent with the number of hours they regularly work.

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

I. Any member of this bargaining unit who is promoted or reclassified to a 12-month position with no break in service will accrue vacation credits from the first date appointed by the District with rates set according to vacation formula listed in Article XXI.

ARTICLE 24 – GENERAL LEAVE POLICY

A. Sick Leave – Accrual Rate

Sick leave for unit members **HIRED BEFORE RATIFICATION OF THIS CONTRACT BY THE DISTRICT** (September 28, 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 RATIFICATION OF THIS CONTRACT BY THE DISTRICT** (September 28, 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 (5^{th}) year, the employees will earn .65 per pay period each year thereafter. Days earned shall be credited each pay period beginning with July.

The District may implement a schedule of discipline based upon suspected abuse of sick bank by any member subject to the just cause provision of this Agreement.

B. Personal Business

The employee shall be able to use up to two (2) days for personal business. Personal business days shall be deducted from employee's sick leave bank. Personal business days may not be used to extend a holiday.

C. Catastrophe Bank

When an employee's sick leave bank has reached the current allowable maximum as set forth in this Agreement, there shall be established a "Catastrophe Bank" into which all days over the maximum earned, commencing with the first pay period of the first month after this Agreement is approved by the District, shall be placed.

When an employee has used all days accumulated in his/her sick bank for an illness extending more than six months, he/she may thereafter draw from his/her "Catastrophe Bank" to the extent he/she had made contribution to said bank. The employer may require medical evidence of the illness/disability.

D. 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 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 (30) days pay.

Effective for the duration of this agreement, payment of Unused Sick Leave days for all bargaining unit members shall be suspended.

E. Leaves of Absence

Leaves of absence without pay may be granted for a period of one (1) year with an extension for the leave within the discretion of the District for the purposes listed below:

1. Illness (with seniority accruing for a period of leave not exceeding one (1) year).

2. Maternity - (See FMLA).

3. Injury on the job (with seniority accruing for the entire period of leave).

4. Peace Corps term - (Seniority shall not accrue during period of leave). The employee's return to work shall be governed by existing procedures as set forth in the Administrative Handbook.

F. Leaves may be granted at the discretion of the District for reasons other than those listed above when they are deemed beneficial to the District. Such leaves granted, except for maternity leaves, may be granted for a period of one (1) year with an extension for the leave within the discretion of the District.

Probationary employees shall not be eligible for leaves of absence other than military leaves.

G. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment shall, at the written request of the Union, be considered for leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall

be re-employed with accumulated seniority. Such leaves of absence may be renewed upon the request of the employee.

H. Veterans who are reinstated as employees in the bargaining unit, in accordance with the Uniform Services Employment and Reemployment Rights Act, and other applicable laws and regulations, and remain in the employ of the District for at least one year after reinstatement, will be eligible to apply for leave of absence without pay for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement. The seniority rights of such employees shall be protected but shall not accrue during the leave of absence.

I. Members of this bargaining unit who have been granted Professional Service Leaves shall be eligible at their own (or Union's) expense for those fringe benefits generally offered to this bargaining unit. This eligibility shall be conditional to the agreement of the private carrier when such agreement is necessary.

A member who is on Professional Service Leave of Absence shall be entitled to return to a position of like status and pay to that he/she left immediately before going on Professional Service Leave, at the expiration of the leave, subject to the seniority provisions of this Agreement.

J. Sick Leave

An employee not able to return to work following four (4) 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 his/her physician (Physician Certificate) before returning to his/her assignment. This regulation also applies to illness absences in June, regardless of whether they extend into September.

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

K. After four (4) consecutive work days of sick leave, an employee must furnish a statement from his/her physician on the fifth day of her/his absence from work on the appropriate District form which permits and secures release of his/her pay check. If procedures are followed, delays in scheduling the medical examination shall not be charged to the employee's sick bank.

L. 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 Board Medical Office, as to his/her ability or inability to work, the employee must appeal the decision of the

Medical Office within three (3) business days from the receipt of the medical report under the following conditions.

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

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

ARTICLE 25 – FUNERAL LEAVE

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

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

B. The working days allowed must be consecutive scheduled working days:

1. If employee works on day of death: The days allowed do not include day of death but begin with the first scheduled working day immediately following the day of death.

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

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

ARTICLE 26 – VETERANS

A. The District will abide by and the employees shall have all rights guaranteed by the Uniform Services Employment and Reemployment Rights Act (USERRA).

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

C. Any employee who enters into active service in the Armed Forces of the United States who, upon termination of such service, receives a discharge other than dishonorable and is still qualified to perform his/her prior duties with the District, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, provided the employee makes application to return to work within ninety (90) days after the date of discharge.

Special consideration may be given in the case of continuing hospitalization following discharge.

D. A probationary employee who enters the Armed Forces of the United States and meets the foregoing requirements must, upon their return, complete the probationary period.

E. Individuals on the eligibility register who, because they are drafted into the service of the Armed Forces of the United States, are unable to report for assignment when their position is reached, shall, upon discharge other than dishonorable and if still qualified for said position, and a position is available, be placed in a position of equal status. Employees, when placed under these conditions, shall be required to serve the probationary period in order to attain seniority status.

F. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit. Consideration will be given for unusual circumstances.

ARTICLE 27 – COMMUNICABLE DISEASES

The sick leave bank of members of this bargaining unit employed in schools shall not be charged for necessary absences up to five (5) days resulting from the following childhood diseases: chickenpox, measles, mumps, diphtheria, whooping cough, impetigo. The statement of a licensed physician shall be required as proof of the cause of such absence.

ARTICLE 28 – WORKER'S COMPENSATION

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

B. **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 and pursues a Workers' Compensation claim any recovery shall be Workers' Compensation benefits only.

ARTICLE 29 – RATES OF NEW JOBS

When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the District shall notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

ARTICLE 30 – HEALTH AND SAFETY

The District will make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate to that end and encourage the employees, at all times, to perform their assigned tasks in a safe manner.

In situations over which the school district has no control, the Union agrees to cooperate with the school implementing workable solutions.

Any bargaining unit member who becomes aware of a safety hazard within the school building or on the school grounds shall immediately investigate and take necessary action to eliminate the safety hazard. He/she shall immediately inform the principal or his/her designee and, at locations other than schools, the appropriate administrator or his/her designee of the presence of said safety hazard and the action taken to remedy the safety hazard.

The District shall, whenever possible, inform employees prior to utilizing hazardous materials what appropriate protective measures will be instituted.

The District agrees to provide required personal protective equipment, devices and clothing, without cost to employees.

Any grievance arising under this Article may be processed according to the Grievance Procedure.

ARTICLE 31 – POSTING OF UNION NOTICES

The District shall provide space in each building on a bulletin board which shall be used exclusively by Unions for posting notices pertaining to the conduct of their affairs.

A copy of all such notices will be forwarded to the Superintendent or his designated representative.

ARTICLE 32 – NOTICES TO UNION

Copies of all directives affecting employees within the jurisdiction of the Union shall be sent to the Union, including minutes of the official proceedings of the District.

Copies of all personnel actions (promotions, transfers, demotions, layoff, discipline or discharge) shall be sent to the employee and the Union.

The District will supply the Union with a list of the names, addresses, file numbers and job locations of new employees, except that the address shall be deleted for any employee in the bargaining unit who shall in writing make a request to the District for such deletion.

ARTICLE 33 – JURY DUTY

An employee who is absent because he/she is performing jury duty in a state or federal court shall be paid the difference, if any, between his/her regular salary and remuneration received as a juror for a period not to exceed sixty (60) days in any calendar year.

ARTICLE 34 – TAILGATE DELIVERIES

The parties hereby agree that deliveries to schools shall continue to be made in accordance with the usual instructions to the vendors by the Procurement and Logistics Department. (All deliveries of equipment and/or materials purchased on bids by the Board shall be delivered inside the building.)

When materials and supplies are delivered to schools or offices by vendors or common carriers, it will be the responsibility of all building custodial staff, excluding cleaners and locker room attendants, to move said cartons weighing up to 50 pounds each from the truck tailgate or sidewalk into the building. Hand trucks will be available at each school for this purpose.

It is recognized that school staff will not be expected to move certain large and heavy items such as machinery, furniture, drums of liquid, etc., in this fashion. It is further recognized that deliveries made by the District vehicles will continue to be made in the same manner, i.e., inside the building.

ARTICLE 35 – SNOW EMERGENCY DAY OR DAYS ONLY

1. In the event a Snow Emergency Day or half-day is declared by the Superintendent or his designee, assistant custodians will be expected to report to their assigned locations and work for four (4) hours or any additional authorized hours.

   All assistant custodians who work on a Snow Emergency Day will be paid double his/her regular rate of pay.

2. **Emergency Weather Conditions - Ten Month Employees Unit**

   A. Unit members classified as 10-month will work all days within the regular school year that students attend school and any other additional days as directed.

   B. When schools are closed for emergency conditions, 10-month employees are not to report to work and will be paid their regular rate of pay.

   C. Unit members classified as 10-month may be required to work at another location and failure to report as directed will result in the employee having to use paid time off or not being paid.

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

   E. When the cancelled days become less than the State requirement for student attendance, ten-month employees shall not be paid for those days. Those days will be rescheduled with employees being paid the pay period following the make-up days.

   F. Rescheduling of days shall not affect annual salary, compensation or other benefits provided within this Collective Bargaining Agreement.

ARTICLE 36 – SUMMER WORK

The parties agree that regular employees of this bargaining unit shall be given preference with respect to summer assignments and that such assignments shall be made in accordance with seniority; provided that requests for summer assignments are received

by the department involved, on or prior to the deadline date when such requests must be submitted.

Locker Room Attendants and Bus Attendants who have in the past been assigned to work Summer Recreation Programs shall receive by mail a form requesting his or her desire to be assigned to the school last worked. Such form shall be returned to the appropriate office within the indicated deadline period. Pursuant to such request and approval, such employees shall report directly to the assigned school on the first day of work.

S.M.U.L.T. Aides who work the regular 39-week school year, shall be given first preference for summer work in that position. Any vacancies which remain, shall be filled by other members of the bargaining unit and such assignments shall be made in accordance with seniority, provided that requests have been received by the Non-Instructional Personnel Unit on or prior to the deadline date when such requests must be submitted.

ARTICLE 37 – SUMMER CLEANING

Custodians or other Housekeeping personnel assigned to the daily cleaning of spaces used by programs in school buildings during the summer period will be given a general guideline of their areas of responsibility.

The Housekeeping Department agrees to evaluate each request received from a classified custodian for additional assistance to satisfactorily complete summer building cleaning and to arrange for such assistance where it is felt to be needed.

ARTICLE 38 – WAGES AND DIRECT DEPOSIT/DEBIT CARD

Compensation for employees NOT included in the Office of School Nutrition:

A. 2017-18 School Year

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

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

b. In addition, full-time employees who are employed as of July 1, 2017, shall receive an off-schedule bonus in the amount of $650 (Six Hundred Fifty Dollars) before December 25, 2017.

c. Less than full-time employees (i.e., an employee regularly scheduled to work less than 30 hours per week) who are employed as of July

1, 2017, shall receive an off-schedule bonus in the amount of $250 (Two Hundred Fifty Dollars) before December 25, 2017.

2. For employees on steps

a. It is understood and agreed that because the District received additional local revenues in excess of $12 million for the 2016-2017 school year, excluding one-time payments, that, in accordance with the parties' agreement of October 17, 2016, bargaining unit members on steps in the 2016-17 school year shall move one full step on the wage schedule as of the beginning of the 2017-18 school year, except bargaining unit members who had been on Step 1 for one or more years as of 2016-17, who shall move to Step 3. For example, a bargaining unit employee who was on Step 2 of his/her respective wage schedule during the 2016-17 school year shall move to Step 3 of the schedule as of the beginning of the 2017-18 school year.

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

c. In addition, full-time employees who are employed as of July 1, 2017, shall receive an off-schedule bonus in the amount of $250 (Two Hundred Fifty Dollars) before December 25, 2017.

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

3. Other

a. Increase Bus Attendant rate to $10.50 per hour.

b. Up to five bus attendants currently doing dispatch work shall be reclassified as Assistant Dispatchers, shall continue to perform the same job duties they are currently performing and the same number of days, and be paid $11.50 per hour (no additional bus attendants will be hired due to this reclassification).

c. The parties will continue to negotiate the compensation and other terms and conditions of employment pertaining to School Technicians (of which there are currently five in the District).

d. Those Trainable Aide Grade 2 (6192) who have been receiving a summer pay rate higher than their regular rate shall be

"grandpersoned" or "red circled" at that rate; other employees performing such work in the summer shall receive their same hourly rate of pay during the summer as during the regular school year.

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

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

a. Employees at the top step of their respective wage schedules shall receive an on-schedule wage increase of 4.0% as of the payroll period following the second semester of the 2018-19 school year.

b. In addition, full-time employees who are employed as of July 1, 2018, shall receive an off-schedule bonus in the amount of $650 (Six Hundred Fifty Dollars) before December 25, 2018.

c. Less than full-time employees (i.e., an employee regularly scheduled to work less than 30 hours per week) who are employed as of July 1, 2018, shall receive an off-schedule bonus in the amount of $250 (Two Hundred Fifty Dollars) before December 25, 2018.

2. For employees on steps

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

b. In addition, full-time employees who are employed as of July 1, 2018, shall receive an off-schedule bonus in the amount of $250 (Two Hundred Fifty Dollars) before December 25, 2018.

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

3. Bus Attendant and Assistant Dispatcher

a. Increase Bus Attendant rate to $11.00 per hour
b. Increase Assistant Dispatcher rate to $12.00 per hour

C. **2019-20 School Year**

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 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. **Bonus**

In the event that an employee leaves the District's employment before finishing the school year, the District shall have the option to recover the bonus payment above on a pro-rata basis through payroll deduction or other avenues.

2. **Compensation for employees included in the Office of School Nutrition**

A. **2017-18 School Year**

1. The Food Service Attendant, General Helper, and Cashier Helper classifications shall all be increased to one flat rate of $10.50 per hour. It is understood and agreed that while these separate classifications have separate job descriptions, any employee in these classifications may be required to do work normally performed by another classification if the needs of the kitchen/food operation require such work due to the circumstances, such as, for example, one or more employees being absent from work.

2. School Garden Attendant pay rate to increase to $10.50 per hour.

3. Employees assigned to the Office of School Nutrition may be eligible to receive an efficiency bonus, if such bonus is offered by the District using the Office of School Nutrition funds. The amount and criteria for eligibility to receive the efficiency bonus shall be established by District administration with assistance from the Office of School Nutrition, with assistance from the Office of School Nutrition, with the understanding that any such bonus will be provided at full discretion of District administration and shall not exceed $1000.

B. **2018-19 School Year**

1. Raise Food Service Attendant, General Helper and Cashier Helper rates to $10.82 per hour.

2. School Garden Attendant pay rate to increase to $10.82 per hour.

3. Employees assigned to the Office of School Nutrition may be eligible to receive an efficiency bonus, if such bonus is offered by the District using the Office of School Nutrition funds. The amount and criteria for eligibility to receive the efficiency bonus shall be established by District administration with assistance from the Office of School Nutrition, with assistance from the Office of School Nutrition, with the understanding that any such bonus will be provided at full discretion of District administration and shall not exceed $1000.

C. <u>2019-20 School Year</u>

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 AFSCME 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.

E. Adaptive Physical Education Aides Only

Effective December 1998, and every December thereafter, the Adaptive Physical Education Aides shall be paid a $500 bonus for the three Red Cross Certifications required for this position.

F. Bonus

To the extent that the District is able to generate a surplus after operating debt service payments and generate a reduction in the General Fund accumulated deficit, a one-time bonus would be paid to members of AFSCME, Local 345. The terms and conditions for payment of this one-time bonus are as follows:

1. For each $7 million reduction (before the one-time bonus and with no proration) in the General Fund accumulated fund deficits generated during the fiscal year ended June 30, 2013, June 30, 2014 and June 30, 2015, each qualified AFSCME, Local 345 member will receive a 1% one-time salary and wage bonus.

2. The maximum bonus percentage is five percent (5%) of an eligible employees base salary earned during the respective bonus year.

3. The amount of any one-time bonus will be calculated based on the District's audited financial statements for the respective fiscal year ended. The bonus

will be paid by December 31st following the end of the respective fiscal year in which the one-time bonus was generated.

4. To qualify for the bonus for a respective year, an employee would be required to be employed by the District on November 20th, following the year the bonus was earned. AFSCME Local 345 members who are eligible to receive the OSN "Efficiency" bonus will not be eligible to receive the bonus prescribed under this Article.

5. There is no guarantee that a bonus will be generated and the results of the District's audited financial statements for the respective fiscal year are final.

G. 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.

H. Office of School Nutrition Compensation

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.

1. Efficiency bonus for 2011-2012 fiscal year

The District will pay a one-time "Efficiency Bonus" to Office of School Nutrition employees whose earnings are on Fund 25 based on actual earnings from the time period of July 1, 2011 through December 31, 2012 with the following terms:

- The bonus would be a percentage of earning for each employee as described more fully below.

- The bonus percentage would be calculated as follows: 2% for each $1 million dollars of the OSN's net increase in fund balance (Fund 25) per the District's audited financial statements, with a maximum of 10%.

- To receive the bonus, an employee must have been a Fund 25 employee during the 2011-2012 fiscal year. Eligible employees must also have been employed by OSN on December 31, 2012.

- The OSN's Efficiency Bonus for the 2011-2012 fiscal year will be 10% of actual earnings.

- The Efficiency Bonus will be excluded from pension and related deductions, but will be subject to the normal statutory deductions such as FICA and federal, state and city income taxes.

2. 2013 "Efficiency" Bonus

The District will provide the 2013 "Efficiency" Bonus to OSN Fund 25 employees with the following terms:

- The 2013 "Efficiency" Bonus will be based on actual employee earnings for the time period of January 1, 2013 through June 30, 3013 and satisfactory performance evaluation, if applicable.

- The bonus percentage would be calculated as follows: 2% for each $1 million dollars of the OSN's net increase in fund balance (Fund 25) per the District's audited financial statements, with a maximum of 10%.

- Employees must be on the payroll during the 2012-2013 fiscal year and an active employee as of June 30, 2013.

- The District will distribute the payment on or before December 31, 2013.

- The bonus will be excluded from pension and related deductions, but will be subject to the normal statutory deductions such as FICA and federal, state, and city income taxes.

3. Subsequent "Efficiency" Bonuses

Subsequent "Efficiency" Bonuses will be paid based on employee's earnings for the time period of July 1st through June 30th of the respective fiscal year and satisfactory performance evaluations, if applicable, payable in January of the subsequent calendar year.

- The bonus percentage would be calculated as follows: 2% for each $1 million dollars of the Office of School Nutrition's excess fund balance, with a maximum of 10%, for the previous fiscal year.

- The bonus will be excluded from pension and related deductions, but will be subject to the normal statutory deductions such as FICA and federal, state, and city income taxes.

4. Termination/Modification Bonus Plan

The District reserves the right to modify the terms and amounts of the bonus payment. The District, at its discretion, may terminate or modify the incentive plan design (percentage calculation), eligible employees and distribution cycles. Upon termination of employment, other than for cause, the employee shall be paid her/his "Efficiency" bonus provided he/she meets the above requirements for the bonuses.

I. Reimbursement for Transportation Costs (Regular and Part-Time Bus Attendants)

Effective August, 1987, the District will no longer provide bus tickets to regular part-time bus attendants.

Regular part-time bus attendants shall be compensated for their costs of transportation based on the following attendance records during the school year:

a. If at the end of the school year not more than four (4) days have been used from his/her illness bank, a payment of $300 will be made.

b. If at the end of the school year not more than seven (7) days have been used from the illness bank, a payment of $250 will be made.

c. If at the end of the school year not more than ten (10) days have been used from the illness bank, a payment of $200 will be made.

d. Employees working at least one hundred fifty (150) days shall receive $150.

e. All employees' Off Day hours and Sick Leave hours will be consistent with the number of hours they regularly work.

ARTICLE 39 – HEALTH AND LIFE INSURANCE

The current health care plans and other insurance benefits which are set forth in the signed and approved "Tentative Agreement between the DPSCD, the DFT, and the Coalition of Unions" (with attachments, dated October 31, 2016) will remain in effect through December 31, 2018, except dental insurance benefits, which will remain in effect through December 31, 2017. The parties will engage in good-faith collective bargaining over dental insurance benefits to be effective January 1, 2018, and may do so on a coalition basis with other Unions, as soon as practicable. The parties will engage in good-faith collective bargaining over health and other insurance benefits to be effective January 1, 2019, and may do so on a coalition basis with other Unions, starting in March 2018.

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

Notwithstanding the above, bargaining unit members whose scheduled work hours are 20-29 hours per week and hired prior to May 1, 2010 will be eligible for health insurance coverage and dental insurance coverage for employee only, at the same annual premium cost as bargaining unit members whose scheduled work hours are 30 hours or more per week.

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

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

A. Health Care

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

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

D. Dental Insurance

Eligible employees who elect dental coverage will be required to pay 20% of the annual premium cost via payroll deduction.

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

E. Optical Insurance:

The District shall provide a comprehensive full-family optical care program to all full-time employees as prescribed by the Detroit Public Schools Community District Summary Plan Description (Benefit Enrollment Guide).

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

F. Life Insurance

The District shall underwrite the cost of group life insurance for all eligible members of the bargaining unit. The policy shall provide the payment of $10,000 to the

employee's designated beneficiaries or the employee's estate if the employee should die while in the active service of the District.

ARTICLE 40 – RETIREMENT CONTRIBUTION

Effective July 1, 1977, the District shall continue to make a 5% contribution to the State of Michigan Employees' Retirement System for members of this bargaining unit.

ARTICLE 41 – SUBSTITUTE CUSTODIANS

That Food Service Workers (Job Codes 5580, 5610, 5800, 5810, 6440, 6450, 8620) and Bus Attendants (Job Codes 5500, 5600) who do not work eight hours in their primary classification may, in the Districts' discretion, work additional hours performing cleaning activities. Typically, these individuals are guaranteed a minimum of four (4) hours per day. The total work day shall not exceed a combined total of eight (8) hours in a day, unless authorized by the District. When performing these duties, they shall be paid at the ES Custodian rate (9120).

ARTICLE 42 – SUBSTITUTE OVERTIME SERVICE POLICY AMENDMENTS

The contractual requirements pertaining to the furnishing of substitute-overtime service when an employee is absent are amended as follows.

1. In those cases where substitute-overtime provisions apply and overtime is required because no substitutes are available, the first opportunity for overtime will be given to those employees in the same building to which the absent employee is assigned who are in the same job classification as the absent employee and, thereafter, if necessary, to employees in the same job classification anywhere in the Detroit Public School System.

   If no employee in the absent employee's job classification is available, overtime will then be available to employees in the next higher classification in the same order of preference.

2. Required overtime will be determined by the District. Employees required to work overtime will be notified and paid the applicable overtime rate. Substitutes or overtime will be provided for Local 345 personnel on the first day of absence beginning February 1, 1990.

3. **Current Substitutes or Overtime Procedure**
   The District will determine when overtime is to be worked by bargaining unit members and will so advise the employees. Every effort will be made to equalize overtime within classification by location.

ARTICLE 43 – UNIFORM POLICY AND UNIFORM ALLOWANCE

Effective immediately the uniform allowance will be discontinued (which includes no payments for the 2012-2013 fiscal year). The Office of School Nutrition ("OSN") will provide the employees with four (4) polo shirts each year. At the beginning of the school year, OSN employees will receive four (4) polo shirts each year. Employees with less than 30 days of employment with the District will receive two (2) polo shirts. After 90 days or more of employment, Employees in the OSN will receive an additional two (2) shirts (not to exceed four (4) polo shirts annually).

Employees will wear an Office of School Nutrition ("OSN") uniform all year round which consists of a polo shirt (provided by the OSN), black pants or skirts and non skid black shoes effective 2012-2013 school year. Employees are required to arrive at work in uniform.

ARTICLE 44 – MISCELLANEOUS

1. Cleaners

a. When a position is eliminated due to re-survey and it becomes necessary to transfer an employee, the transfer shall be made at the beginning of the next pay period.

b. The Custodian will lock and secure the building, to the degree so as to be safe for the Cleaners on duty.

2. Mileage

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

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

3. Calendar

The calendars for the 2017-18 and 2018-19 school years shall be as previously tentatively agreed and set forth in the attached. It is understood and agreed that bargaining unit members may be excused from attending one or two work days on which students are not present (such days are typically devoted to professional development), thereby reducing the number of work days by one or two days, should the Superintendent determine that such action is needed to address the District's financial needs. The parties agree to meet and discuss the District's financial need prior to reducing the work year.

4. **Items for Further Discussion**

The parties agree to continue discussions regarding: 1) the supply of all necessary equipment and material needed for all bargaining unit members to successfully fulfill their job duties and responsibilities; 2) appropriate posting of bargaining unit job openings in the Office of School Nutrition; and 3) additional compensation for the assistance provided by aides occasioned by absent teachers.

ARTICLE 45 – ADDITIONAL LOCKER ROOM SERVICE

In the event that situations arise within a school which require use (swimming, etc.) of the locker room outside of regular school hours, the locker room attendant in the school or appropriate Steward will report the nature and extent of the activity to the Principal or designee. Pursuant to such report, the Principal or designee shall determine personnel to be assigned to cover such report.

ARTICLE 46 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

The District 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 District 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 47 – LEGAL LIABILITY

A. In the event that a legal action or complaint is filed against the employee involving actions taken by the employee in his/her authorized employment capacity for the District, the District will provide legal representation and indemnification provided that:

1. A copy of the Complaint and Summons or other relevant legal papers is transmitted to the District's Office of General Counsel within seven (7) calendar days or five (5) business days after service upon the employee/defendant.

2. If at any time prior to or during the District's representation and indemnification of the employee, pursuant to the District's investigation and reasonable determination, it is determined that the employee/defendant was not acting

within the scope of his/her authorized authority and duties as a representative and employee of the District, the District shall withdraw representation and cease its obligation to indemnify.

3. If at any time prior to or during the District's representation and indemnification of the employee, pursuant to the District's investigation and reasonable determination, it is determined that the employee's actions were not in accord with District policy in carrying out the functions that gave rise to the legal action, the District shall withdraw representation and cease its obligation to indemnify.

4. If at any time prior to or during the District's representation and indemnification of the employee, pursuant to the District's investigation and reasonable determination, it is determined that the employee's actions were illegal or criminal in nature, the District shall withdraw representation and cease its obligation to indemnify.

B. The District will not provide legal representation or indemnification for the employee if he/she has been charged with criminal or illegal activity arising from the employee's actions during the course of his/her employment.

C. As a prerequisite to receiving legal defense/indemnification, an employee who requests legal defense or indemnification pursuant to this Article, shall cooperate in the investigation and defense of his/her case. The employee's failure to cooperate could result in denying or withdrawing the defense and indemnification.

D. The provisions of this Article are not intended to prevent an employee from retaining legal representation other than that provided by the District. If, however, an employee elects to obtain legal representation outside of the District, the employee is fully responsible for any and all costs, legal fees, interest or judgments which result from the legal process.

E. Decisions by the District with respect to the provision of legal representation and indemnification to individual employees shall not be subject to the grievance procedure.

ARTICLE 48 – CHANGE AND TERMINATION

This Agreement shall be effective upon ratification by the parties and approved by the Board of Education, and shall continue in effect until June 30, 2023.

Statement of Commitment
Community Schools in Detroit

The AFSCME, Local 345 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 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-AFSCME, Local 345, 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.

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

Additional Assignment Stipend

By their representatives' signatures below, the parties agree to the following:

1. It is recognized that Teacher Aides, Special Education and Trainable, may not be given full responsibility for leadership and supervision of students and that a certified teacher or administrator must assign and supervise the activities performed by. such Teacher Aides.

2. Teacher Aides are not to serve in the place of a teacher as a regular substitute except in an emergency situation. It is permissible for a Teacher Aide to assume temporary leadership and supervision of students assigned in the temporary absence of a teacher providing a certificated teacher or administrator has been specifically designated to supervise the activities performed by the Teacher Aide.

3. In the event there is a temporary absence of a teacher for three (3) or 'more consecutive days and a Teacher Aide is requested by an administrator to take responsibility for the temporary leadership and supervision of assigned students, the Teacher Aide may receive compensation of forty dollars ($40.00) as a daily stipend for the additional assignment. This Agreement coveys verified additional assignments.

4. This Agreement has no precedential effect.

5. This Agreement is not intended to replace any language or article of the parties' collective bargaining agreement and can be voided by written notice of either party.

6. This Agreement is in effect retroactively for the time period of September 7, 2010 and shall sunset June 30, 2011.

For the AFSCME, Council #25, Local 345	**For the Board of Education of the School District of the City of Detroit**
Keith January Timothy Johnson	Gordon J. Anderson
Dated: March 10, 2011	**Dated:** March 10, 2011

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

INSTRUCTIONAL REFORM - SCHOOL-BASED PERFORMANCE BONUS

The School District of the City of Detroit ("District") and the American Federation of State, County and Municipal Employees AFL-CIO, Local 345, Michigan District Council 25, ("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 measurable 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 AFSCME, Council #25, Local 345	**For the Board of Education of the School District of the City of Detroit**
Keith January Timothy Johnson Danny Craig	Gwendolyn A. de Jongh Lydia M. G. Barlow Jamison
Dated: April 23, 2010	**Dated:** April 23, 2010

APPROVED: Robert C. Bobb, Emergency Financial Manager

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

INSTRUCTIONAL REFORM – SHARED DECISION-MAKING

The School District of the City of Detroit ("District") and the American Federation of State, County and Municipal Employees AFL-CIO, Local 345, Michigan District Council 25, ("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 AFSCME, Council #25, Local 345	**For the Board of Education of the School District of the City of Detroit**
Keith January Timothy Johnson Danny Craig	Gwendolyn A. de Jongh Lydia M. G. Barlow Jamison
Dated: April 23, 2010	**Dated:** April 23, 2010

APPROVED: Robert C. Bobb, Emergency Financial Manager

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

Labor-Management Committee

By their representatives' signatures below, the parties agree to the following:

To endeavor to establish a Joint Labor-Management Committee within ninety (90) days of ratification of this successor Agreement.

The Joint Labor-Management Committee is to focus on and make recommendations for cost-savings, staffing and overtime.

The Committee will consist of three (3) members each represented by Management and the Union.

The frequency of meetings will be determined by the Joint Labor-Management Committee.

For the AFSCME, Council #25, Local 345	**For the Board of Education of the School District of the City of Detroit**
Keith January Timothy Johnson Danny Craig	Gwendolyn A. de Jongh Lydia M. G. Barlow Jamison
Dated: April 23, 2010	**Dated:** April 23, 2010

APPROVED: Robert C. Bobb, Emergency Financial Manager

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

By their representatives' signatures below, the parties agree to the following:

The District and Union will explore the concept of a Miracle Baseball League and the Extreme Hope Project as submitted to the District during bargaining of this successor Agreement.

For the AFSCME, Council #25, Local 345

Keith January
Timothy Johnson
Danny Craig

Dated: April 23, 2010

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

Gwendolyn A. de Jongh
Lydia M. G. Barlow Jamison

Dated: April 23, 2010

APPROVED: Robert C. Bobb, Emergency Financial Manager

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

The parties agree to create a Joint Sick Leave Committee to study and make recommendations, subject to ratification by the parties, to reduce overall sick leave utilization. The Committee shall be composed of representatives of the AFSCME Council 25, Local 345 and the Detroit Public Schools Office of Labor Affairs.

For the AFSCME, Council #25, Local 345	**For the Board of Education of the School District of the City of Detroit**
Nathaniel Smith	Charles L. Wells III

Dated: September 30, 1998

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

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 (It should be noted that bargaining unit members will not receive anything less in terms of health benefits than what is currently being received).

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 AFSCME, Council #25, Local 345

Nathaniel Smith
Keith January

Dated: March 20, 2000

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

Floyd Allen, Esq.
Charles L. Wells III, Esq.

Dated: March 20, 2000

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

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 AFSCME, Council #25, Local 345	**For the Board of Education of the School District of the City of Detroit**
Nathaniel Smith Keith January	Floyd Allen, Esq. Charles L. Wells III, Esq.
Dated: March 20, 2000	**Dated:** March 20, 2000

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

Pursuant to the Collective Bargaining Agreement between the School District of the City of Detroit and the Local 345, Michigan District Council 25 of the American Federation of State, County, and Municipal Employees AFL-CIO, 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. Bargaining unit personnel from the closed school may apply for positions in the reconstituted school.

3. Unit members from the closed school shall be given priority to interview for vacancies at the schools designated on their transfer request form, which may include the reconstituted school, consistent with their classification.

4. Involuntary transfer pursuant to this section is not disciplinary. Nothing shall be placed in a unit member's official personnel file indicating the unit member 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 (1) is not rehired in that school, and (2) applies to transfer to another school but is not selected for transfer, they shall be laid off subject to seniority provisions.

For the AFSCME, Council #25, Local 345

Nathaniel Smith
Keith January

Dated: March 20, 2000

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

Floyd Allen, Esq.
Charles L. Wells III, Esq.

Dated: March 20, 2000

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

The parties agree to form a joint committee (no more than 3 representatives from each side) to discuss the implementation of a training program which will be given to all Union members.

This joint committee shall first meet no later than thirty (30) days after the ratification of the successor collective bargaining Agreement.

For the AFSCME, Council #25, Local 345	**For the Board of Education of the School District of the City of Detroit**
Nathaniel Smith Keith January	Floyd Allen, Esq. Charles L. Wells III, Esq.
Dated: March 20, 2000	**Dated:** March 20, 2000

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

By their representatives' signatures below, the parties agree to the following. In the event that there is a significant layoff of unit members within the life of the current bargaining Agreement, the parties will meet to discuss a severance package for laid off unit members.

In such an eventuality, the parties will meet at least thirty (30) days prior to the effective date of the lay off.

For the AFSCME, Council #25, Local 345

Nathaniel Smith
Keith January

Dated: March 20, 2000

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

Floyd Allen, Esq.
Charles L. Wells III, Esq.

Dated: March 20, 2000

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

By their representatives' signatures below, the parties agree to the following. The schedule of payment of longevity pay will be determined by the Chief Executive Officer or designee. All longevity pay currently paid on an hourly basis will be averaged and changed to a lump sum payment. The parties will agree on the equivalent lump sum payment so unit member payment is not diminished. Such payment will be made no later than December 31.

For the AFSCME, Council #25, Local 345

Nathaniel Smith
Keith January

Dated: March 20, 2000

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

Floyd Allen, Esq.
Charles L. Wells III, Esq.

Dated: March 20, 2000

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

By their representatives' signatures below, the parties agree to the following. During bargaining, the parties agreed to work cooperatively on a number of issues. The parties agree to establish a joint Union-Management committee within thirty (30) days of ratification of this successor Agreement to recommend policies and procedures for the following:

(a) To establish procedures and guidelines for principals or designees regarding the proper use of bargaining unit members during summer assignment. Particular emphasis will be placed on advising principals or designees on properly paying unit members in the classification that they are working in.

(b) To review and discuss improvements in properly assigning work to Special Education Aides. In addition, the Union indicated a desire to increase workshop pay. In this regard, the parties agree to review the pay structure for workshop in special committee.

For the AFSCME, Council #25, Local 345	**For the Board of Education of the School District of the City of Detroit**
Nathaniel Smith Keith January	Floyd Allen, Esq. Charles L. Wells III, Esq.
Dated: March 20, 2000	**Dated:** March 20, 2000

Letter of Understanding
between
The School District of the City of Detroit
and
Local 345, Michigan District Council 25 of the
American Federation of State, County and Municipal Employees AFL-CIO

By their representatives' signatures below, the parties agree to the following. The District's policy for providing leaves of absence for eligible bargaining unit members will be in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA) and applicable state leave laws. These policies will be published and made available to all bargaining unit members.

For the AFSCME, Council #25, Local 345

Nathaniel Smith
Keith January

Dated: March 20, 2000

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

Floyd Allen, Esq.
Charles L. Wells III, Esq.

Dated: March 20, 2000

APPENDIX "A"

Salary Schedule

2023-2024

AMENDMENTS

Detroit Public Schools Community District (DPSCD)
and
American Federation of State, County and Municipal Employees (AFSCME)

REVISED TENTATIVE AGREEMENT
November 6, 2023

The parties hereby agree to the following tentative agreement for a successor collective bargaining agreement to replace the agreement that expired June 30, 2023.

1. One-year Agreement: July 1, 2023 to June 30, 2024.

2. Effective upon ratification and Board approval, **ESE Paraprofessionals** shall earn a base wage of $16.80 per hour (the base rate reflects an increase of 5%). Additionally, ESE Paraprofessionals shall also be entitled to a one-time $2000.00 Exceptional Student Education (ESE) Student Support Supplement to be paid through separate advice by the second pay period following Board ratification.

    a. Effective upon ratification and Board approval, **Special Education Aides / Adaptive Aides** shall earn a base wage of $16.80 per hour (the base rate reflects an increase of 5%).

    b. Effective upon ratification and Board approval, **Bus Attendants** shall earn a base wage of $16.01 per hour (the base rate reflects an increase of 5%).

    c. Effective upon ratification and Board approval **Lead Custodians** shall earn a base wage of $16.60 per hour (the base rate reflects an increase of 5%).

    d. Effective upon ratification and Board approval **Custodians** shall earn a base wage of $16.07 per hour (the base rate reflects an increase of 5%).

    e. **Food Service Employees** received a base wage increase to $17.55 as of 8/1/23 under an agreement reached earlier during negotiations, and no further wage increases shall occur under the term of this agreement.

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

4. **Wage Enhancement Retention Incentive:** Bargaining unit members working in a AFSCME bargaining unit position as of March 1, 2023, shall receive a one-time One Thousand Dollars ($1,000) wage enhancement retention incentive to be paid through a separate pay advice by the second pay period following Board ratification.

5. **Perfect Attendance Bonus**. For employees covered by this agreement One Thousand dollars ($1000.00) at the end of each school year, if the Employee is not more than Zero (0) days Absent that have been used from his / her illness bank. If Three days ($500.00), Five days ($300.00) Employees must work at least 120 days to be eligible.

6. **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 extended 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 thirty (30) days. The Union is wholly responsible for the collection of days from bargaining unit members through the District's established process.

The contract provisions of the current collective bargaining agreement not otherwise set forth above shall continue, with dates in the contract updated as appropriate.

This tentative agreement is contingent upon the ratification by the bargaining unit members and the Board of Education.

For the Union:

Signature

Signature

Signature

Signature

For the District:

Signature

Signature

Signature

Signature

Approved: _____

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

2021-2023
AMENDMENTS

Detroit Public Schools Community District (DPSCD)
and
American Federation of State County and Municipal Employees (AFSCME)

Tentative Agreement
2021-2023

---

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

2. (EXCEPTIONAL STUDENT EDUCATION) The wage schedule for Trainable Aides, Special Education Aides and Adaptive PE Aides shall be reduced from a three (3) step schedule to a one (1) step schedule and paid as follows for the 2021-2022 and 2022-2023 school years:

ESE Aides Salary Schedule	
2021-22	$15.25
2022-23	$16.00

3. Bargaining unit members on Step 3 as of June 30, 2021 shall be paid an off-cycle supplemental payment in the amount of $1000 for both the 2021-2022 and 2022-2023 school years. The District shall pay this supplement in the first paycheck in May in 2021-2022 and in the first paycheck in May 2022-2023 in a separate pay advice.

4. Trainable Aides, Special Education Aides and Adaptive PE Aides that possess an Associates' Degree or higher from an accredited institution or the equivalent of 60 semester college credit hours from an accredited institution or passing score on the ParaPro/Work Keys Assessment or Michigan Test for Teachers Certification or Portfolio process shall be paid an off-cycle educational supplement payment in the amount of $300 for each of the following school years: 2021-2022 and 2022-2023. Eligible bargaining unit members must possess the requisite requirement by the time payment is issued. The District shall pay this supplement in the first paycheck in February in 2021-2022 and in the first paycheck in February 2022-2023 in a separate pay advice.

5. (FOOD SERVICE) Cashier Helpers, Food Service Attendants, Garden Attendants, General Helpers, School Garden Attendants shall be reduced from a three (3) step schedule to a one (1) step schedule and paid as follows for the 2021-2022 and 2022-2023 school years:

Food Service Salary Schedule	
2021-22	$15.00
2022-23	$15.25

6. (TRANSPORTATION) Bus Attendants shall be paid as follows for the 2021-2022 and 2022-2023 school years:

Bus Attendants Salary Schedule	
2021-22	$15.00
2022-23	$15.25

7. Assistant Dispatchers shall be paid as follows for the 2021-2022 and 2022-2023 school years:

Assistant Dispatchers Salary Schedule	
2021-22	$17.34
2022-23	$17.66

8. Assistant Dispatchers shall be paid an off-cycle supplemental payment in the amount of $1000 in each of the following school years: 2021-2022 and 2022-2023. The District shall pay this supplement in the first paycheck in May in 2021-2022 and in the first paycheck in May 2022-2023 in a separate pay advice.

9. (Custodians) Lead Custodians and Custodians shall be paid as follows for the 2021-2022 and 2022-2023 school years:

Custodians Salary Schedule	
2021-22	$15.00
2022-23	$15.30

Lead Custodians Salary Schedule	
2021-22	$15.50
2022-23	$15.81

10. Lead Custodians shall be paid an off-cycle supplemental payment in the amount of $1000 in each of the following school years: 2021-2022 and 2022-2023. The District shall pay this supplement in the first paycheck in May in 2021-2022 and in the first paycheck in May 2022-2023 in a separate pay advice.

11. (School Technicians) Bargaining unit members shall be reduced from a three (3) step schedule to a one (1) step schedule and paid as follows for the 2021-2022 and 2022-2023 school years:

School Technicians Salary Schedule	
2021-22	$16.00
2022-23	$17.00

12. School Technicians shall be paid an off-cycle supplemental payment in the amount of $1000 in each of the following school years: 2021-2022 and 2022-2023. The District shall pay this supplement in the first paycheck in May in 2021-2022 and in the first paycheck in May 2022-2023 in a separate pay advice.

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

14. AFSCME 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 $1,000. 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 or soon as practicably possible in a separate pay advice.

15. AFSCME unit members actively working in retiree job codes shall receive the same supplements, stipends, bonuses, or other forms of additional compensation as other AFSCME unit members in their respective job classifications, excluding the longevity supplement referenced above.

16. **Delete Article 4 – Empowerment:** ~~The Union and the District are committed to creating empowered schools which assure maximum choice, success and rewards for students, parents and all employees.~~

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

~~The bargaining representative of the employees involved may request negotiations with the Office of Labor Contract Management regarding the changes made. Should the parties be unable to reach an agreement, either party may petition MERC to resolve the impasse.~~

A. ~~No bargaining unit member in an empowered school will suffer a loss of employment as a result of an action by an empowered school involving purchasing outside services.~~

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 master contract.~~

C. ~~Persons applying for promotions will indicate whether they desire to be placed in a regular school, empowered school or both. An empowered school needing to fill a vacancy will review the register and interview the candidates on the list who has indicated a preference to go to an empowered school. Persons who remain on the register will be selected for a vacancy in a non-empowered school, in accordance with Article XX.~~

D. ~~The Union and the District are committed to building a learning organization that will increase student achievement. The implementation of site-based management will give schools greater responsibility, authority, and accountability for making decisions that will improve educational services to students.~~

~~Site-based management is a local school governance structure that focuses on increasing student achievement by utilizing a collaborative decision-making process that involves all school community stakeholders. School community stakeholders include students, certified and uncertified staff, community, parents, and administrators.~~

~~With respect to site-based management, the principal or building administrator will be cognizant of the workloads of bargaining unit members. In cases where the propriety or workload of unit members is unusually high, the Union may request a special conference with management to resolve the matter.~~

17. **Modify Article 6 – Hours of Work, Call-in Time and Staffing**

Break Periods: Bargaining unit members working five (5) or more hours, except for bus attendants shall be entitled to two (2) fifteen (15) minute paid breaks for each full day worked. Bargaining unit members working less than five (5) hours shall be entitled

to one (1) fifteen (15) minute break. All breaks shall be scheduled and approved by the appropriate administrator.

Exceptional Student Education Paraprofessional ("ESE Paraprofessional")
~~Trainable Aide~~ and Special Education Aide

a. The parties agree that in the new contract the title "Trainable Aide" shall be transitioned to Exceptional Student Education Paraprofessional, Job Code 6190/6192, short name "ESE Paraprofessional" to reinforce the fact that the primary responsibility of this position is to assist in the instruction of exceptional students under the supervision of a teacher; however, it is understood and agreed that the current job duties and the job description will not be changed as a result of such title change.

b. Effective with the beginning of the second semester of the 2021-22 school year, the workday for Exceptional Student Education Paraprofessionals shall be increased by 15 minutes to support transportation needs. The normal work week for Exceptional Student Education Paraprofessionals shall increase to 38.75 hours per week, which will be made up of Seven (7) hours and Forty-Five (45) minutes per day. Included in the 7.45 hours is a paid lunch time of one-half (1/2) hour in duration, during which time the ESE Paraprofessional is on call, if necessary.

   These work hours do not apply to the Summer School/Title I or Autism Spectrum Disorder Extended School Year programs.

c. Exceptional Student Education Paraprofessionals are responsible for receiving and monitoring students before the start of the school day and at dismissal while students are waiting on a school bus, taxicab, or parent pickup.

d. The normal hours of work for Special Education Aides (Job Code 5880) is thirty-five (35) hours per week, which will be made up of seven (7) hours per day plus a one-half (1/2) hour duty-free unpaid lunch break.

3. Food Service bargaining unit members who are scheduled for five (5) or more hours a day will receive a thirty (30) minute duty-free unpaid lunch break. All breaks shall be approved by the area manager or designee.

4. The normal hours of work for Assistant Dispatchers is forty (40) hours per week, which will be made up of eight (8) hours per day plus a one-half (1/2) hour duty-free unpaid lunch break.

a. ~~On or before June 30, 2013, the regularly scheduled hours of work for Trainable Aides will be 7.5. On or before June 30, 2013, the regularly scheduled hours of work for Special Education Aides will be 7.0. These work hours will not apply to the Summer School/Title I or Autism Spectrum Disorder Extended School Year programs.~~

18. Modify Article 7- Bus Attendants

A. The school calendar shall be posted on the District's website as soon as possible for review. Any one-half day or early releases shall be clearly noted on the District's calendar.

B. For the purpose of selecting routes on the basis of seniority, special education routes requiring Bus Attendants will be posted for bid prior to the first day of the regular school year and summer school unless extraordinary circumstances prevent this from happening.

C. In case of an emergency or extenuating circumstance, a second route pick can occur for the regular school year or summer routes.

D. Thirty (30) calendar days after Labor Day all new routes 6.50 hours or more will be posted for bid for Bus Attendants.

E. New routes requiring a Bus Attendant shall be posted by the Assistant Dispatcher. Any route increasing in time by 45 minutes or greater per day shall be posted.

~~Tentative long-day - short-day schedules, as well as tentative schedules indicating half-day school sessions, will be provided to Bus Attendants as early in September as possible.~~

~~It is understood that the above schedules are subject to revision should conditions arise that are beyond the control of the parties involved.~~

~~For the purpose of selecting routes on the basis of seniority, special education routes requiring Bus Attendants will be posted twice a year; October and April.~~

19. **Modify Article 35 – Snow Emergency Day or Days Only**: In the event Snow Emergency Day or half-day is declared by the Superintendent or his designee, lead custodians and assistant custodians will be expected to report to their assigned locations and work for four (4) hours or any additional authorized hours.

20. **Modify Article 38.I. Office of School Nutrition Compensation:** ~~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.~~

~~**1. Efficiency bonus for 2011-2012 fiscal year**~~

~~The District will pay a one-time "Efficiency Bonus" to Office of School Nutrition employees whose earnings are on Fund 25 based on actual earnings from the time period of July 1, 2011 through December 31, 2012 with the following terms:~~

- ~~The bonus would be a percentage of earning for each employee as described more fully below.~~
- ~~The bonus percentage would be calculated as follows: 2% for each $1 million dollars of the OSN's net increase in fund balance (Fund 25) per the District's audited financial statements, with a maximum of 10%.~~
- ~~To receive the bonus, an employee must have been a Fund 25 employee during the 2011-2012 fiscal year. Eligible employees must also have been employed by OSN on December 31, 2012.~~
- ~~The OSN's Efficiency Bonus for the 2011-2012 fiscal year will be 10% of actual earnings.~~
- ~~The Efficiency Bonus will be excluded from pension and related deductions, but will be subject to the normal statutory deductions such as FICA and federal, state and city income taxes.~~

~~**2. 2013 "Efficiency" Bonus**~~

~~The District will provide the 2013 "Efficiency" Bonus to OSN Fund 25 employees with the following terms:~~

- ~~The 2013 "Efficiency" Bonus will be based on actual employee earnings for the time period of January 1, 2013 through June 30, 3013 and satisfactory performance evaluation, if applicable.~~
- ~~The bonus percentage would be calculated as follows: 2% for each $1 million dollars of the OSN's net increase in fund balance (Fund 25) per the District's audited financial statements, with a maximum of 10%.~~
- ~~Employees must be on the payroll during the 2012-2013 fiscal year and an active employee as of June 30, 2013.~~
- ~~The District will distribute the payment on or before December 31, 2013.~~
- ~~The bonus will be excluded from pension and related deductions, but will be subject to the normal statutory deductions such as FICA and federal, state, and city income taxes.~~

~~**3. Subsequent "Efficiency" Bonuses**~~

~~Subsequent "Efficiency" Bonuses will be paid based on employee's earnings for the time period of July 1st through June 30th of the respective fiscal year and satisfactory performance evaluations, if applicable, payable in January of the subsequent calendar year.~~

- ~~The bonus percentage would be calculated as follows: 2% for each $1 million dollars of the Office of School Nutrition's excess fund balance, with a maximum of 10%, for the previous fiscal year.~~
- ~~The bonus will be excluded from pension and related deductions, but will be subject to the normal statutory deductions such as FICA and federal, state, and city income taxes.~~

~~**4. Termination/Modification Bonus Plan**~~

~~The District reserves the right to modify the terms and amounts of the bonus payment. The District, at its discretion, may terminate or modify the incentive plan design (percentage calculation), eligible employees and distribution cycles. Upon termination of employment, other than for cause, the employee shall be paid her/his "Efficiency" bonus provided he/she meets the above requirements for the bonuses.~~

21. **Modify Article 22.B. – Transfers and Promotions** - ~~Whenever there is a need for an involuntary transfer it will constitute a provisional assignment.~~

22. **Modify Article 38.I. - Bus Attendants and Assistant Dispatchers Reimbursement for Transportation Costs ~~(Regular and Part-Time Bus Attendants)~~**

Effective August, 1987, the District will no longer provide bus tickets to ~~regular part-time~~ Bus Attendants. ~~Regular part-time~~ Bus Attendants and Assistant Dispatchers shall instead be compensated for their costs of transportation based on the following attendance records during the school year:

a. If at the end of the school year not more than zero (0) ~~four (4)~~ days have been used from his/her illness bank, a payment of $1000 ~~$300~~ will be made.

b. If at the end of the school year not more than three (3) ~~seven (7)~~ days have been used from the illness bank, a payment of $500 ~~$250~~ will be made.

c. If at the end of the school year not more than five (5) ~~ten (10)~~ days have been used from the illness bank, a payment of $300 ~~$200~~ will be made.

d. Employees must work~~ing~~ at least ~~one hundred fifty~~ (~~150~~) (120) days in order to be eligible ~~shall receive $150~~.

e. All employees' Off Day hours and Sick Leave hours will be consistent with the number of hours they regularly work.

23. It is the mutual understanding and agreement of the parties that all of the salary increases, wages, step increase amounts, 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.

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

For the Union:

Keith Ja[illegible]y (Oct 18, 2021 21:51 EDT)

Signature

Timothy Johnson (Oct 19, 2021 12:34 EDT)

Signature

Oct 18, 2021

Date

For the District:

Luis Solano (Oct 18, 2021 22:19 EDT)

Signature

Gwendolyn Anderson (Oct 18, 2021 22:11 EDT)

Signature

Oct 18, 2021

Date

Approved: October 20, 2021

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

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

TENTATIVE AGREEMENT
December 9, 2021

---

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

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

December 2, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved: Dec 14, 2021

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

2020-2021
AMENDMENTS

The Detroit Public Schools Community District
and
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 345

TENTATIVE AGREEMENT
December 14, 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 the first day of the second semester of the 2020-21 school year.

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 June 30, 2021. Unit members must be on the payroll at the time the payment is issued. The Parties shall meet and confer 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) bonus to OSN Bargaining Unit members paid on a separate pay advice on or before June 30, 2021. Unit members must be on the payroll at the time the payment is issued. The Parties shall meet and confer 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 daily amount of $16.13. Payments shall be made as soon as practicably possible.

6. 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.

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

For the AFSCME:

Keith January (Dec 15, 2020 11:38 EST)

Timothy Johnson (Dec 15, 2020 12:44 EST)

Date: Dec 15, 2020

For the District:

Andre Poplar (Dec 15, 2020 13:03 EST)

Luis Solano (Dec 17, 2020 17:22 EST)

Date: Dec 15, 2020

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

2019-2020
AMENDMENTS

Detroit Public Schools Community District
And
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 345
2019-2020 Wage Re-Opener

TENTATIVE AGREEMENT

August 29, 2019

- All bargaining unit members will receive a 3% wage increase – effective the first day of the second semester of the 2019-20 school year.

- All bargaining unit members on the payroll as of the date of the bonus payment will receive a one-time $900 bonus in an off-cycle check before December 25, 2019.

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

For the District:

Title: Deputy Supt.

Andrea Pyglar

Title: Executive Director - Labor Relations

Date: 8-29-19

For the Union:

Keith J

Title: President

Timothy Johnson

Title: Executive Vice President

Date: 8-29-19

Nikolai P. Vitti, EdD., General Superintendent

8/29/2019
Date