

AGREEMENT

between

**THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT
OF THE CITY OF DETROIT**



and the

**DETROIT ASSOCIATION OF
EDUCATIONAL
OFFICE EMPLOYEES
AFT LOCAL 4168, AFL-CIO**



July 1, 1999 — June 30, 2003

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PREAMBLE

This Agreement is entered into by and between the SCHOOL DISTRICT OF THE CITY OF DETROIT (MICHIGAN), hereinafter called the "District", and the DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES, AFT Local 4168, AFL-CIO, hereinafter called the "Union".

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

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

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

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

THEREFORE, the parties agree as follows:

ARTICLE I - RECOGNITION: Definitions: Union Membership Dues or Agency Shop Service Fees and Dues Deductions

A. Recognition

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

B. Definitions

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

C. Union Membership Dues or Agency Shop Service Fees and Dues Deduction

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.

3. An employee who shall tender or authorize the deduction of membership dues or service fees, uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues or fees.

4. The District shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues or fees.

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

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

7. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

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

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

10. The District, through the appropriate administrative unit, shall continue to notify the Union of all new hires, returns from absence or leave, and separations, the first week of each month.

D. School Calendar

The Union shall be consulted in developing the school calendar.

ARTICLE II - EQUAL EMPLOYMENT OPPORTUNITY

Generally, and unless required otherwise by law, the assignment, promotion, and transfer of satisfactory employees in this bargaining unit shall conform to the provisions of this Agreement, District policies and established practices. In accord with District policy, no person or persons, department or divisions responsible to the District shall discriminate against any

employee on the basis of race, creed, color, age, national origin, sex, marital status, or membership in or association with the activities of the Union. The parties will continue to work together to assure equal employment opportunities to all.

ARTICLE III - PROHIBITION AGAINST STRIKES

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

ARTICLE IV - HOURS OF WORK

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

B. 1. Regular working hours, as previously established, shall be maintained for all employees in the bargaining unit. The regular schedule in administrative offices shall be 8:15 a.m. to 4:30 p.m., Monday through Friday.

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

C. There shall be three (3) shifts in the Data Processing Department. Regular hours for each shift shall be as follows:

Day Shift: 8:15 A.M. — 4:30 P.M.

Afternoon Shift: 4:15 P.M. — 12:30 A.M.

Midnight Shift: 12:15 A.M. — 8:30 A.M.

D. At the Central Distribution Center (Mailroom Section), the hours of work may be staggered within the time period of 6:30 A.M. - 5:30 P.M., but such schedule shall be in accordance with the thirty-seven and one-half (37-1/2) hours per week for forty-three (43) weeks; thirty-five (35) hours per week for nine (9) weeks (summer). A daily fifteen (15) minute relief period and a forty-five (45) minute duty-free lunch period shall be provided.

E. Summer School Hours - Clerical personnel shall report thirty (30) minutes prior to the opening of the school (usually 7:30 A.M.) and remain thirty (30) minutes after the dismissal of school (usually 1:00 P.M.). This additional hour of work shall be paid at the hourly rate.

F. Summer hours for all employees in this bargaining unit located in administrative offices shall be 8:15 A.M. to 4:00 P.M., Monday through Friday.

G. Summer hours for forty-three (43) and forty-eight (48) week school employees in this bargaining unit shall be established by the Chief Executive Officer or his designee, but such hours shall be in accordance with a thirty-five (35) hour, Monday through Friday, work week during the nine (9) week summer period.

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

ARTICLE V – COMPENSATION

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

A. Wages

1. Effective July 1, 1999, bargaining unit members shall receive a base wage increase of two (2) percent.
2. Effective July 1, 2000, bargaining unit members shall receive a base wage increase of two (2) percent.
3. Effective July 1, 2001, bargaining unit members shall receive a base wage increase of two (2) percent.
4. Effective July 1, 2002, bargaining unit members shall receive a base wage increase of two (2) percent.

All increases shall be retroactive and applied to all hours worked and/or paid.

B. Shift Differential

Effective the first pay period following ratification and District approval of this Agreement, a differential of thirty cents (30¢) per hour shall be paid for the second shift (afternoon) and thirty-five cents (35¢) per hour for the third shift (midnight).

C. Step Increases

1. A unit member's right to receive the salary step increases provided for in this Agreement, shall be contingent upon satisfying the following prerequisite:

The employee must meet the School District of the City of Detroit Attendance Standard of 96%.

The employee will be notified prior to his/her ninth day of non-exempt absence.

2. A unit member shall be restored to his/her correct salary step upon the satisfaction of the following condition:

The employee is in compliance with the School District of the City of Detroit Attendance Standard for a period of 12 months.

3. The following shall not count as absences under the School District of the City of Detroit Attendance Standard for purposes of this section:

(1) absences which qualify as entitlements under either the Family and Medical Leave Act (FMLA) or Workers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; and (9) two (2) emergency days as defined in Article XIX.B.3. When a unit member's qualifying absence under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences under the School District of the City of Detroit Attendance Standard.

4. Disputes about absences arising from FMLA claims may be appealed to the District's medical or civil rights offices.

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

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

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

5. The annual step increase will be paid on whichever step increase date is closer to the date of the regular appointed position or promotion, January 1 or July 1 of every year.

D. Maximum Step Increases

1. For any unit member who is currently paid at the maximum rate of the salary schedule provided in this Agreement, the unit member's right to receive the pay adjustment for the next school year that has been negotiated between the parties shall be denied if the unit members fails to meet the attendance criteria according to the School District of the City of Detroit Attendance Standard of 96%.

The employee will be notified prior to his/her ninth day of non-exempt absence.

2. A unit member's right to receive the following year's pay adjustment negotiated between the parties shall be reinstated when the unit member is in compliance with the School District of the City of Detroit Attendance Standard for a period of 12 months.

3. The following shall not count as absences under the School District of the City of Detroit Attendance Standard for purposes of this section: (1) absences which qualify as entitlements under either the Family and Medical Leave Act (FMLA) or Workers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; and (9) two (2) emergency days as defined in Article XIX.B.3. When a unit member's qualifying absence under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences under the School District of the City of Detroit Attendance Standard.

4. Disputes about absences arising from FMLA claims may be appealed to the District's medical or civil rights offices.

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

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

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

E. Outside Experience

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

F. Longevity

1. Beginning with the 1999-2000 school year, certain premium payments, heretofore added to employees base salary pay based on specific eligibility criteria (known as "add-ons"), will be paid in one lump sum to be paid after June 30 and before August 1 of that calendar year.

These "add-ons" will include the longevity allowances paid to eligible members of the Detroit Association of Educational Office Employees.

Lump sum payments for longevity allowances for thirty (30) years of service to be paid December 1999 will be paid as scheduled. Lump sum payments for unit members who are eligible for longevity allowances for thirty (30) years of service beginning July 1, 2000 are to be paid as part of the "lump sum" payments scheduled for July 1 to August 1 and thereafter.

2. When an employee transfers from another School District of the City of Detroit bargaining unit, via promotion or entry level assignment, into the Union's bargaining unit, he/she shall retain District years of service credits for longevity benefits.

3. In appreciation for services to the District, a late December bonus of one hundred fifty dollars (\$150) per year shall be paid annually by the District to all employees covered by this Agreement who have completed thirty (30) years of service as of July 1 of that year, and who were still on the payroll November 30 of the same year.

4. Beginning with the 1999 - 2000 school year all unit members whose primary assignment is housed in the Schools Center Building or Schools Center Annex shall receive a \$360 annual parking allowance.

The parking allowance will be paid no later than August 1 following 180 days of service in these buildings.

G. Computation Of Salaries Upon Return From Leave Of Absence Or Resignation

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

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

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

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

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

H. Wage Differential

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

I. Evening School, Summer School, and Summer Special Projects Clerical Hourly Rates

1. Hourly rates for Evening School, Summer School, and Summer Special Projects will be increased as set forth in Article V.A.

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

3. Support Staff Personnel will announce summer employment positions and establish a two-week period during the spring semester for the receipt of applications.

J. Workshop Rates

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

K. Mileage Allowance

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

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

L. Personal Property Loss

During the term of this Agreement, a fund in the amount of three thousand dollars (\$3,000) shall be established from which individual members may be reimbursed for approved claims in the amount not to exceed one hundred dollars (\$100) for personal property loss due to theft, burning, or willful malicious damage. Personal property is defined as anything normally worn or carried into the building by the employee but shall not include cash. The parties recognize and agree that a member has a moral obligation to reimburse the fund if the member also actually collects for the same loss from an insurance carrier.

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

M. Upon Retirement - Payment Of Unused Sick Leave Days

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

2. The estate of a unit member who dies during the term of this Agreement shall receive terminal pay calculated on the same basis as if she/he had retired.

N. Overtime Policy

1. Overtime is applicable upon the completion of seven and one-half (7-1/2) hours of work in a single day. Computation of overtime hourly rates shall be the bi-weekly rate X 1.33333 where applicable. Authorized hours worked prior to the beginning of the regular work day shall be counted in the computation of overtime hours in the same manner as hours worked at the end of the regular work day.

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

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

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

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

O. Use Of Vacation Days During Winter Break

Ten (10) month members with 13 plus years with sufficient days in their "prior vacation bank" shall have the option to use five (5) days from this bank to be paid for the winter break.

ARTICLE VI - FRINGES**A. Insurance Program**

1. Compensable (on the job) injuries: In case of a compensable injury, an employee may receive free medical, surgical, and/or hospital care at any one of the officially designated hospitals. (See list on page 12 at the end of this Section.) If the necessity of treatment does not appear until after the employee has left his/her place of employment, any of the designated hospitals may be used. Except where the service is furnished in an unusual emergency where minutes count, the District will not pay the fees of other hospitals or doctors, nor will it reimburse employees for fees paid to other hospitals or doctors; any such claims will be refused if the District finds that a designated hospital could have been used.

2. The District shall continue to provide the following insurance coverage for all members covered by this Agreement:

a. Hospital-Medical-Surgical

Hospital-Medical-Surgical insurance shall be subsidized for members and their dependents by the District.

b. Hospital-Medical-Surgical Insurance Benefits Shall Include:

Semi-Private Room, 365 Days of Coverage, 45 Days of Coverage for TB, Nervous and Mental Conditions, Dependent Children Coverage through age 25, Medical-Surgical Care, No Member's Liability on Radiological Therapy, X-rays, EKGs, and Laboratory Tests, and Master Medical \$50 Deductible with 80-20 Co-Pay as described by Blue Cross-Blue Shield of Michigan.

c. Prescription Rider

Effective July 1, 1980, a three dollar (\$3) CoPay Prescription Drug Rider shall be added to the health insurance benefit. ESRP's are eligible.

The parties agree that the present drug benefits will be administered through MEBS.

d. Hospital-Medical-Surgical Insurance Options:

A member may elect to apply the hospital-medical surgical insurance subsidy for herself/himself and dependents to cov-

erage under Blue Cross-Blue Shield of Michigan or the Health Alliance Plan(HAP), Michigan HMO Plan, Total Health Care, Comprehensive Health Service of Detroit (CHSD), OMNI Care and Blue Care Network. ESRP's are eligible. Members must apply for coverage within sixty (60) days of initial employment or during open enrollment periods.

c. Hospital Pre-Certification Program:

A hospital pre-certification program will be implemented. Under this program, all non-emergency hospital admissions will be pre-authorized by the Health Plan Administrator. Length of stay will also be pre-determined and monitored for those hospital admissions that are approved. Hospital stay shall be extended when medically necessary.

f. Health Care Opt-Out Plan:

Employees who are covered by a health care plan offered by an employer other than the District and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the District, may each enrollment year at the time of the enrollment period, opt out from District coverage and for said enrollment year receive a \$900 payment from the District as payment in full. Once an employee opts out for a given year, the employee will not be able to receive the District's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternate coverage. If the employee returns to the District's coverage under the conditions just stated, the employee shall pay back, prorata, the said \$900 payment provided herein. The \$900 will be paid for each enrollment year that the employee elects to opt out under this provision.

Effective January 1, 1995, the opt out payment shall be increased from \$900 to \$1,200.

g. Effective January 1, 1995, all new hires will receive HMO or Blue Cross/Blue Shield PPO coverage for the first two (2) years of employment for health coverage.

h. The District shall subsidize the cost of pap smears, mammograms and prostate screening for all members regardless of the insurance coverage that is selected by the member.

3. Dental Insurance: The dental program level of benefits shall be as described in the Comprehensive Dental Expense Plan of Aetna Life and Casualty Insurance Company or a comparable program.

a. Effective October 6, 1981, the District shall fully subsidize health and dental insurance programs for employees and their dependents with the level of benefits described in this Article, Sections 2 and 3.

b. Effective March 1, 1983, the dental insurance program changes to the Delta Dental Plan of Michigan.

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

4. Optical Insurance: The District agrees to provide full-family optical, effective January 1, 1987. Carrier/carriers will be selected by the District.

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

5. Life Insurance:

a. Regular Employees – Effective October 1, 1980, fully paid life insurance shall be increased by five thousand dollars (\$5,000) per eligible member. Total life insurance is twenty thousand dollars (\$20,000).

b. ESRP's – Effective October 1, 1980, the fully paid life insurance for ESRP's shall be increased by four thousand dollars (\$4,000) per eligible member. Total life insurance is five thousand dollars (\$5,000).

c. The District shall provide one thousand dollars (\$1,000) life insurance for employees who have retired subsequent to July 1, 1986.

6. Weekly Indemnity – Not District sponsored:

This program is optional at employee's expense for all regular employees through various insurance companies for whom payroll deduction has been authorized.

7. Tax-Deferred Annuity – Not District Sponsored:

This program is optional at employee's expense for all regular employees through various insurance companies for whom payroll deduction has been authorized.

8. Flexible Health and Welfare Reimbursement Plan – Not District Sponsored

The District and the Union agree to begin meeting for the purpose of determining how a flexible spending program which complies with Section 125 of the I.R.S. Code may be made available to bargaining unit members.

OFFICIALLY DESIGNATED HOSPITALS AND CLINICS
 (Includes Pre-Employment Physicals,
 D.O.T., TLBL, Lab Tests)

| | | |
|--------------------------|-----------------------------------------|----------------|
| Central | | |
| Concentra | 4220 Cass | (313) 831-3130 |
| Downriver | | |
| Concentra | 21107 Eureka Road Taylor, MI | (734) 287-3415 |
| Downtown | | |
| Primecare | 1320 Wilkins | (313) 393-2300 |
| East | | |
| Concentra | 40732 Van Dyke | (810) 977-3261 |
| | 27070 Hoover Road Ste. B, Warren, MI | (810) 756-5800 |
| Northwest | | |
| Concentra | 28196 Schoolcraft Livonia, MI | (734) 425-4600 |
| | 34095 Plymouth Livonia, MI | (734) 513-2000 |
| | 26185 Greenfield Southfield, MI | (248) 669-2040 |
| Health South | 20720 Plymouth Road | (313) 835-4241 |
| Northwest General | 9600 Dexter | (313) 894-7881 |
| Primecare | 8830 W. McNichols | (313) 862-9400 |
| Southwest | | |
| Primecare | 901 W. Grand Blvd. | (313) 894-3950 |
| West | | |
| Concentra | Metro Airport Center Romulus, MI | (734) 955-7000 |
| | 17500 Federal Drive Allen Park, MI | (734) 982-1370 |
| | 6700 Middlebelt Road Romulus, MI | (734) 326-1180 |
| | 34087 Plymouth Road Livonia, MI | (734) 458-8369 |

B. Vacation And Off-Days With Pay

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

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

| YEARS OF SERVICE | RATE PER 2 WEEKS OF SERVICE | NOT TO EXCEED 52 WEEKS OF SERVICE |
|------------------|-----------------------------|-----------------------------------|
| 0 - 1 year | 0.19 | 5 days |
| 1 - 5 years | 0.38 | 10 days |
| 6 - 12 years | 0.57 | 15 days |
| 13 - 19 years | 0.76 | 20 days |
| 20 years or more | 0.96 | 25 days |

2. **Attendance Incentive:** An annual bonus will be provided for members not absent more than four (4) illness days (not inclusive of personal business, emergency and death) during the year according to the following:

| DAYS ABSENT | ANNUAL BONUS |
|-------------|--------------|
| 0 | \$300 |
| 1 - 2 | \$250 |
| 3 - 4 | \$150 |

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

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

5. **Off-Day Schedule:**

- a. Forty-three (43) and forty-eight (48) week employees shall continue to take their off-days with pay as developed by the Appropriate Administrative Unit.
- b. Secretary VII's, fifty-two (52) weeks, Senior High Schools, shall use accrued vacation days at times when regular school is not in session. Requests from Secretary VII's, Senior High Schools, to use accrued vacation days when regular school is in session, must be approved by the school principal.

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

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

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

C. Holidays

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

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

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

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

ARTICLE VII - WORK LOADS AND ASSIGNMENTS

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

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

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

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

D. Employees not covered by this Agreement shall not displace employees covered by this Agreement by performing work normally performed by such employees except in instances of reorganization. The Union must be notified of any instances of reorganization prior to implementation.

E. The District, through its divisions/departments shall notify the Union whenever it is the intention to use contracted clerical services on other than an emergency basis. In the event it becomes necessary for the District to contract or sub-contract work that is done by this bargaining unit, it shall not be used for the purpose or intention of undermining the Union.

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

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

H. Clerical Allocation Code In Schools And Administrative Offices

1. Elementary Schools

a. Service to be granted on the following basis:

| Enrollment | Service |
|-------------|------------------------|
| 1 - 1199 | 1 School Secretary |
| 1200 - 1699 | 1.5 School Secretaries |
| 1700 - 2199 | 2 School Secretaries |
| 2200 - 2699 | 2.5 School Secretaries |
| 2700 - | 3 School Secretaries |

b. See Appendix B, Clerical Series.

c. In computing the enrollment figure for clerical allowance, the following factors shall govern:

- (1) Special Education shall be counted twice.
- (2) Credit for schools serving lunches will be granted on the following basis:

| Lunches Served | Enrollment Credit |
|----------------|-------------------|
| Less than 200 | 100 |
| 200 - 299 | 150 |
| 300 - 399 | 200 |
| 400 - 499 | 250 |
| 500 - | 300 |

(3) Schools bussing children in shall be allowed credit for one hundred (100) students in enrollment count for each three hundred (300) students (or major fraction thereof) bussed.

(4) Credit for transiency of student population shall be allowed on the basis of the number of transactions for the year. Such number shall be divided by two (2), and the quotient added to the enrollment.

- (5) Additional clerical help shall be assigned upon request and documentation by the Principal as approved by the Appropriate Administrative Unit based on other related factors.

2. Middle Schools

a. Service to be granted on the following basis:

| Enrollment | Service* |
|-------------|------------------------|
| 1 - 499 | 1 School Secretary |
| 500 - 999 | 2 School Secretaries |
| 1000 - 1249 | 2.5 School Secretaries |
| 1250 - 1499 | 3 School Secretaries |
| 1500 - 1749 | 3.5 School Secretaries |
| 1750 - 1999 | 4 School Secretaries |
| 2000 - 2249 | 4.5 School Secretaries |
| 2250 - 2499 | 5 School Secretaries |
| 2500 - | 5.5 School Secretaries |

b. See Appendix B, Clerical Series.

c. In computing the enrollment figure for clerical allowance, the following factors shall govern:

- (1) Credit for transiency of student population will be allowed on the basis of number of transactions for the year. Such number will be divided by two (2), and the quotient added to the enrollment.
- (2) If changes are necessary in the District's Restructured Guidance/Counseling Program at middle schools, the Union shall first be notified and given an opportunity to discuss them.
- (3) Additional clerical help shall be assigned upon request and documentation by the Principal as approved by the Appropriate Administrative Unit based on other related factors.

3. Senior High Schools

a. Service to be granted on the following basis:

| Enrollment | Service* |
|----------------|------------------------|
| Less than 1000 | 3 School Secretaries |
| 1000 - 1499 | 4 School Secretaries |
| 1500 - 1749 | 4.5 School Secretaries |
| 1750 - 1999 | 5 School Secretaries |
| 2000 - 2749 | 6 School Secretaries |
| 2750 - 3499 | 7 School Secretaries |
| 3500 | 8 School Secretaries |

b. See Appendix B, Clerical Series.

*Stated service includes assigned Bookkeepers.

c. In computing the enrollment figure for clerical allowance, the following factor shall govern:

- (1) Credit for transiency of student population will be allowed on the basis of number of transactions for the year. Such number will be divided by two (2), and the quotient added to the enrollment.
- (2) If changes are necessary in the District's Restructured Guidance/Counseling Program at Senior High Schools, the Union shall first be notified and given an opportunity to discuss them.
- (3) Additional clerical help shall be assigned upon request and documentation by the Principal as approved by the Appropriate Administrative Unit based on other related factors.

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

5. Office co-op students will be assigned when the adjusted enrollment figure is close to warranting additional clerical personnel. This is automatically done by the Office of Support Staff Personnel

I. Banking School Monies; Handling Substitute Calls

See Letter of Understanding in this Agreement.

ARTICLE VIII - SPECIAL CONFERENCES

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

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

A. Probationary Employees

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

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

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

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

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

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

An Emergency Substitute (ES) shall be assigned as an Emergency Substitute in a Regular Position (ESRP) after twenty (20) consecutive working days in the same assignment and upon the written request of the administrator. Upon assignment as an ESRP, the employee shall receive the wage differential retroactive to the first day of assignment.

ARTICLE X - VACANT POSITIONS

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

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

A. Promotions - Eligibility Pools

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

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

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

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

- Probationary employees are not eligible for transfers or promotions.
- He/she must not presently be charged with a disciplinary infraction;
- He/she must not have been penalized for a disciplinary infraction for at least one year (12 months prior to the date of posting the announcement);
- He/she must have received a satisfactory job performance evaluation during the last rating period; and/or,
- If the selection to fill the posted vacancy will result in a voluntary transfer for the applicant, he/she must not have been previously granted a voluntary transfer within the preceding one year (12 months prior to the date of posting the announcement);
- He/she must have passed the promotional examination.

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

2. a. When candidates for a position have been identified, applicant pools will be prioritized in the following order:
 - 1) Except as otherwise required by law (including court and arbitration decisions), displaced persons, e.g. due to reconstitution, returns from leaves, other than Workers' Compensation, and F.M.L.A.
 - 2) Voluntary transfers;
 - 3) Promotions; and,
 - 4) Prospective employees
 - b. Displaced unit members must apply for posted vacancies of his/her present classification for which he/she is qualified.
 - c. Individual applicants within the pools identified as one, two and three above will be prioritized by seniority, within their respective pool.
 - d. The Department of Human Resource Management and Planning will identify the five top applicants for each vacancy consistent with the priorities cited above.
3. Selections for each vacancy will be as follows:

School Locations

- The Site Based Management Committee shall interview the five applicants identified by the Department of Human Resource Management and Planning.
- The Site Based Management Committee shall comment on the qualifications of the five applicants and submit them to the principal.
- The principal shall make the final selection.
- Failure on the part of the principal to submit a recommended candidate within thirty (30) days of receipt of the five applicants identified, will result in the Department of Human Resource Management and Planning assigning the most senior candidate from the five applicants identified.

Locations Other Than Schools

- The department or office for which the vacancy is posted shall interview the five applicants.
- Failure on the part of the department/office to submit a recommended candidate within thirty (30) days of receipt of the five applicants identified, will result in the Department of Human Resource Management and Planning assigning the most senior candidate from the five applicants identified.

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

C. Exceptions

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

ARTICLE XI – TRANSFER POLICY

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

In the case of individual transfers:

Unit members being transferred shall be notified in writing by Human Resource Management and Planning at least thirty (30) calendar days before the date the contemplated transfer is to become effective. The notice shall set forth the expected date of transfer and the place involved. The Union shall be furnished with a copy of the notification at the same time. The parties recognize that emergency situations may arise in which the thirty (30) day is not feasible.

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

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

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

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

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

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

H. If a unit member is assigned to work at the Schools Center Building in a provisional assignment, he/she will be reimbursed at the rate of two dollars (\$2) a day to offset parking expenses.

Exceptions

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

ARTICLE XII – REVIEW COMMITTEE

Eliminate current quarterly review for "in-place promotion" of applicable current employees and future employees.

ARTICLE XIII – PROMOTIONS

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

B. Employees who are promoted to a position not included in this bargaining unit, and thereafter return to this bargaining unit, shall return to the unit in the classification she/he held and at the salary step she/he held prior to the promotion. This does not imply that a unit member returning to the unit has any bumping rights.

ARTICLE XIV – EMPLOYEES IN "ACTING" POSITIONS

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

1. An employee is eligible for acting status after twenty-five (25) consecutive work days for a continued absence or in a position that has been vacated.

a. Employees in a vacant position shall be "acting" no more than ninety (90) days.

2. Upon expiration of the twenty-five (25) days, the administrator-in-charge shall write a memo to:

Director, Support Staff Personnel
(for secretarial positions)

or

Director, Support Staff Personnel
(for non-secretarial positions)

3. The written memo should verify the following:

a. The employee has served twenty-five (25) work days in the higher classification at the administrator's request.

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

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

d. Date the employee was assigned the acting duties.

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

B. The salary adjustment shall be computed as follows:

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

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

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

Secretary IV, V, VI, VII and VIII

Secretarial Coordinator
Bookkeeper Coordinator

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

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

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

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

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

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

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

ARTICLE XV – PERSONNEL FILES: EMPLOYEE COMPETENCE; ANNUAL EVALUATION FORM

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

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

C. Official grievances filed by an employee under the grievance procedure as outlined in this Agreement shall not be placed in the personnel file

of the employee; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

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

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

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

G. The employer shall evaluate employees at least once a year using an established form. 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
Interpersonal Skills

Such evaluations shall be discussed in a conference between the employee and his/her administrator/supervisor.

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

I. No employee shall be discharged or disciplined unjustly.

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

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

ARTICLE XVI – RESIDENCY

This provision will cease to apply effective March 10, 2000.

ARTICLE XVII – WORK STOPPAGE LAYOFFS

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

B. In the event the District deems it necessary to lay off employees covered by this Agreement due to a work stoppage by another bargaining unit or other group of District employees preventing schools from opening or causing schools to close, unless notified to the contrary, DAEOE-represented employees in schools shall be considered laid off at the end of the third (3rd) day of a work stoppage by another bargaining unit.

ARTICLE XVIII – STAFF REDUCTION

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

1. The Union shall be notified at least fifteen (15) days prior to staff reduction.

2. Employees to be released shall be notified in writing at least ten (10) working days prior to their release with copies sent to the Union.

B. If a reduction in staff is necessary in determining which employees are to be retained, an employee with greater bargaining unit seniority shall be given preference except where special abilities and/or racial balance are required according to District policy.

C. When filling vacancies which occur after a reduction in staff, employees who have been released shall be recalled in accordance with their bargaining unit seniority, except where special abilities and/or racial balance are required according to District policy and as provided in Article XIX, Section E, Leave Policy of this Agreement.

ARTICLE XIX – LEAVE POLICY

A. Sick Leave

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

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

2. Probationary fifty-two (52) week and forty-eight (48) week employees shall start with a maximum bank of twelve (12) days prorated

at the date of appointment consistent with District policy. Probationary forty-three (43) week employees shall start with a maximum bank of ten (10) days prorated at the date of appointment consistent with District policy.

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

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

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

5. An employee who has used all of her/his sick bank may, in case of extended illness, borrow up to ten (10) days with a promissory note. These days shall be deducted at the beginning of the following school year.

6. An employee terminating employment shall repay the school system the amount owed for sick leave days advanced under this policy.

7. Emergency Conditions

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

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

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

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

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

8. Employee absences resulting from school-related assault shall not be charged against sick leave, although the employee's regular gross earnings shall be maintained. The maintenance of regular gross earnings, termed "assault pay," is subject to the following provisions:

- a. The Report of Industrial Injury shall be filed with the Principal within five (5) business days of the incident giving rise to the claim or no later than five (5) work days after the claimant first sought medical treatment for the claimed injury.
- b. The employee must file for Workers' Compensation benefits when eligible, no later than thirty (30) calendar days from the date given rise to the assault claim.
- c. When the employee presents medical documentation that they are unable to return to work then, or for the foreseeable future and are seeking benefits under this article, they will be notified by the School District of the City of Detroit that they must file no later than five (5) business days for MPERS retirement (regular or disability).
- d. When the employee presents medical documentation that they are unable to return to work then, or for the foreseeable future, and are seeking benefits under this article, they will be notified by the School District of the City of Detroit that they must file no later than five (5) business days for social security benefits (normal, early or disability).
- e. Failure of a unit member to apply for such benefits, within the time limits, shall disqualify the unit member from receiving further benefits under this section.
- f. Failure of a unit member to notify the School District of the City of Detroit of the result of applying for these benefits, acceptance or denial, within five (5) business days from the date the result was received by the unit member shall also result in immediate disqualification from further receipt of assault pay.

Offset

If the weekly Workers' Compensation and/or Social Security disability benefits are awarded or paid voluntarily by the employer said amounts shall be deducted from an employee's assault pay.

Benefit Termination or Limitation

1. If retirement is granted through MPERS (regular or disability), entitlement to assault pay shall terminate even if the employee continues to receive weekly Workers' Compensation benefits.
2. If the employee rejects the report of the specialist (See XIX.F) and pursues a Workers' Compensation claim any recovery shall be Workers' Compensation benefits only. The employee shall not receive assault pay benefits.

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

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

B. Absences Chargeable to Sick Leave

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

1. Personal Illness

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

Employees are required to observe the following District policies:

- a. An employee not able to return to work following five (5) consecutive days of absence for personal illness must have a medical examination by the District Medical Examiner and present Form 431, Return to Employment, Physician's Certificate, completed by her/his own physician before returning to her/his assignment.
If procedures are followed, delays in scheduling the medical examination shall not be charged to the employee's sick bank.
- b. After five (5) consecutive work days of Sick Leave, an employee must furnish a statement from her/his physician on Form 432, Release Paycheck, Physician's Certificate, in order to secure her/ his next paycheck.
If procedures are followed, delays in scheduling the medical examination shall not be charged to the employee's sick bank.
- c. In cases involving surgery, bone fractures, heart, thyroid, and nervous disorders, the employee must have the approval of the District's Medical Examiner before she/he may return to duty.
- d. A further check is required on employees with continued illness absence extending beyond the second consecutive pay period. Information about the condition of the employee is obtained either from the administrator or a visit from the administrative nurse. Information may also be obtained on a Form 432 completed by the employee's physician.
- e. Employees who remain on extended Sick Leave may be asked to have a medical examination by the District's Medical Examiner during the period they are absent after continued absence beyond two (2) consecutive pay periods. Such examinations are required when sufficient evidence of continued illness is not obtainable by other means.
- f. If convalescence outside of town is recommended by one's own physician and approved in advance by the District Medical Examiner, such absence may be charged to Sick Leave.
- g. In absences involving compensation under the State of Michigan Compensation Law, charges to Sick Leave allowances are made only to the extent necessary to maintain the employee's regular bi-weekly gross earnings.

- h. The Appropriate Administrative Unit may require a medical examination by the District's Medical Examiner for an employee at any time when the maintenance of minimum health standards in a school or department is in question.
- i. An employee returning from a leave of absence as stated on Form 4043, Request for Leave of Absence or Extension of Leave, must have a medical examination by the District's Medical Examiner. Form 431 from the employee's personal physician is required for the return from leave of absence for illness.
- j. An employee sustaining an injury requiring the use of a bandage, cane, crutch, cast, or similar type of support is required to have the approval of the Medical Department. Such cases must be referred by the administrator through the usual channels to the District's Medical Examiner for approval before the employee may return to duty.
- k. An employee who has been ill with a communicable disease must have a medical examination by the District's Medical Examiner.
- l. If a regular employee is absent for illness on the first day of the work schedule in the school year, the illness must be confirmed by the Medical Office, or a written request for approval from the employee must be approved by the Chief Fiscal Officer. This applies to absence for one (1) or more days. Approval by the Medical Office requires Form 432 from the employee's attending physician to the Medical Office.

2. Death Leave

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

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

3. Personal Business With Pay

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

- a. Absence for personal business which does not fall into presently designated categories but which cannot be conducted at any time not in conflict with the normal school working day.
- b. Request for approved absence with/without pay for reason of personal business shall not require detailed information as to reason for request. Such information is entirely voluntary.
- c. Absence for personal business beyond two (2) days means loss of pay.
- d. Personal business with pay days may not be used to extend a holiday.
- e. When an employee is absent due to personal business without pay on the day before and the day following a holiday, she/he loses pay for all three (3) days: the preceding day, the holiday, and the day following. However, if the employee is absent before or after the holiday, but not both, she/he would lose pay only for the day of her/his absence.

4. Non-Illness Absences

Certain non-illness absences may be charged to Sick Leave, but all such charges combined may not exceed a total of five (5) days in any one fiscal year. Two (2) of these five (5) days may be used for personal business which does not fall into the designated categories, but which cannot be conducted any other time because of conflict with the normal work day, otherwise, except as indicated in Section 3, absence for personal business beyond two (2) days means loss of pay. A letter must be submitted to the Chief Fiscal Officer requesting approval for any emergency absence in excess of two (2) days. Absences in excess of a total of five (5) days in any one (1) fiscal year that do not fall in the categories below will also result in loss of pay.

- a. Absence to attend wedding of a member of the immediate family only.
- b. Absence for employee's own wedding.
 - (1) Such working days as fall within seven (7) consecutive calendar days including and subsequent to wedding day. Form 4132-Request for Personal Business Leave must be filed with the Appropriate Administrative Unit.
 - (2) Day of wedding is counted as one (1) of seven (7) days but only charged to Sick Leave if a scheduled work day.
 - (3) Saturdays, Sundays, and holidays, if any, within a seven-day period are counted as part of this limit.
- c. Absence to attend funerals other than those of members of the immediate family.
 - (1) Time actually required to attend funeral and to return.
 - (2) Local funerals usually involve one-half or one day only.
- d. Absence caused by exposure to contagious disease in the immediate family where employee, though not ill personally, is required by the Department of Health to be absent from work.
- e. Absence to provide necessary care for a member in the immediate family where no other arrangements are possible.

- (1) The "necessary care" must be such as would be prescribed by a physician or required by incompetency of relative requiring care.
 - (2) In most all cases, "other arrangements" are considered possible certainly within one (1) day of the emergency.
- f. Absence because of required court appearance. "Required appearance" as evidenced by subpoena or court summons, or a written request from the Accident Prevention Bureau.
- g. Absence because of required observance of a recognized religious denomination. Only if it is not possible to fulfill necessary obligations outside of working hours.

5. Maternity Policy

The intent of this District statement of policy is to establish personnel practices and conditions concerning maternity. Absences from work which are associated with pregnancy, childbirth and/or the care of a newborn or newly adopted child shall be subject to the respective regular District provisions as applicable for approved illness absence, Leave of Absence for Illness (without pay because sick bank is exhausted), approved absence without pay, or Leave of Absence for Personal Business (except as specifically otherwise provided in this Statement of Policy).

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

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

a. Requirements for Continued Work:

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

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

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

- (1) The date of leaving work because of disability shall be determined by the employee and her Physician provided that it is certified by the employee's personal physician and confirmed by the District Medical Examiner that the employee is unable to work.
- (2) During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick bank subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the District Medical Examiner.
- (3) An employee shall not move from any unpaid leave of absence status to paid disability absence status.
- (4) An employee shall not move from a paid disability absence to an approved absence without pay.

c. Requirements for Return to Work:

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

d. Related Conditions:

- (1) Regular conditions and provisions for continuation of insurance which apply to approved absences and/or Leave of Absence shall apply.
- (2) The decision of the District Medical Examiner is binding except that if an employee is not satisfied with the decision of the District Medical Examiner as to her ability or disability for work, the employee may appeal the decision under the following conditions: The District Medical Office shall provide a list of at least three (3) appropriate specialists. The employee shall consult any one of those

designated at his/her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work.

- (3) The Appropriate Administrative Unit may require a medical examination by the District Medical Examiner for an employee at any time when the employee's ability or disability for work is questioned.

C. Regulations for Leave of Absence

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

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

3. Employees able to anticipate non-illness absence chargeable to sick leave must make an application in advance on Personnel Form 4132, Request for Approved Absence with pay.

4. Form 4043, Request for Leave of Absence or Extension of Leave, is to be submitted by an employee who wishes an approved absence without pay for periods of more than four (4) weeks (20 working days).

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

6. The maximum allowance for all purposes (except professional service and personal business) shall be three (3) consecutive years. Personal Business Leaves are for one (1) year. Requests warranting special consideration beyond the limitations indicated may be referred to a reviewing committee for recommendation.

7. No form is required for approved absence without pay for a period of one (1) to four (4) working days, but an employee should first secure the approval of her/his administrator. Such absence will be entered on the payroll as "Absent Without Pay." Form 4132, Request for Approved Absence, is submitted by an employee seeking approval for a period of five (5) days or more, up to a maximum of four (4) weeks.

D. Types of Leaves

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

1. Illness

An employee may be granted a leave of absence for prolonged illness subsequent to the termination of her/his sick bank. An extension of illness leave beyond one (1) year must be accompanied by Form 431, Physician's Certificate, filled out by the employee's physician. Any further extension may be granted only upon recommendation of the District Medical

Examiner. Return from illness leave can be effected as soon as approval of the employee's doctor and the District Medical Examiner is secured. (Form 431, Physician's Certificate, may be obtained from the school office or from the Office of Support Staff Personnel and completed by the employee's doctor.) In general, the position will be held one (1) year pending return.

2. Military

An employee entering any of the armed services of the United States -- including the Red Cross and the Merchant Marines -- will be granted a leave without pay when enrolled and assigned to active duty. If she/he applies for reinstatement with the District within ninety (90) days after her/his separation from the armed service, and if she/he is still qualified and competent, she/he will be reinstated in her/his former position (or like position) in the department where she/he was serving when the leave was granted. A photostatic copy of her/his military record must be filed with the Office of Support Staff Personnel. She/he will return at the salary rate which she/he would have attained had she/he not been on leave. Pension credit is given for approved military service, but annuity deposits must be made by the employee.

3. Study

An employee may be granted a leave of absence for study in a university or college accredited by the North Central Association of Colleges and Secondary Schools or equivalent agencies. Retirement credit is not allowed during such leaves and the employee is expected to return to District employment for a period of at least one (1) year following such leave.

4. Personal Business

Leave of absence for personal business shall be limited to one (1) year and no leaves shall be granted to District employees for the purpose of engaging in similar employment elsewhere, with the exception of leaves for work in foreign lands under United States Government auspices. Request for approved absence without pay for reason of personal business shall not require detailed information as to reason for request. Such information is to be entirely voluntary.

5. Government or Professional Service

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

6. Maternity

See Maternity Policy beginning on page 30.

E. Return From Leave

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

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

3. An employee is required to notify the Appropriate Administrative Unit in writing at least one (1) month preceding the expiration date of her/his wish to return, request an extension or resign.

4. An employee returning from a leave of absence must have the approval of the District Medical Examiner prior to reporting to her/his assignment and must furnish proof of freedom from tuberculosis as required. An employee returning from an illness leave must present Form 431, Physician's Certificate, at the time of the appointment with the District Medical Examiner.

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

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

7. An employee returning from maternity absence shall follow the provisions outlined in Article XIX, Section B, page 30, Maternity Policy.

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

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

F. Appeal to Medical Office Decision

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

The School District of the City of Detroit and the Union shall mutually agree within ten (10) business days as to who the appropriate specialist shall be. The unit member shall consult the designated specialist and the School District of the City of Detroit shall pay one-half (1/2) of the cost of the evaluation and the unit member shall pay the other half. Within twenty (20) business days the specialist shall furnish a report relative to his/her evaluation to the School District of the City of Detroit, to the Union and to the unit member. The determination of the

specialist shall be final and binding as to whether the unit member is able or unable to return to work. The time limits specified in this procedure may be extended by mutual agreement.

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

ARTICLE XX - RESTORATION OF SICK LEAVE BANK

At the end of the first year of successful re-employment by the District and upon completion of each subsequent year of reemployment, the sick leave bank of such returning employee shall be restored in annual amounts equal to the number of days which remained in the employee's sick leave bank at the time of last resignation, divided by the number of years during which the employee was not employed in the Detroit Public Schools. Restoration of sick leave in this manner shall continue until all sick leave days have been restored. This provision is not retroactive. It is effective for employees re-employed commencing July 1, 1968.

ARTICLE XXI - RETIREMENT

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

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

ARTICLE XXII - JURY DUTY

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

ARTICLE XXIII - GRIEVANCE PROCEDURE

A sincere attempt shall be made to resolve any difference by oral interview between the grievant or grievants or the Union and the principal for employees regularly assigned to schools or the applicable unit head for employees not regularly assigned to schools before the difference becomes formalized as a grievance.

If an issue cannot be resolved informally, it shall be settled in accordance with the following procedures:

Step 1

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

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

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

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

Step 2 - Appeal to Chief Executive Officer

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

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

Step 3 - Arbitration

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

- a. In writing submit to the other party a Demand For Arbitration of any grievance under this Agreement to final and binding arbitration. If the parties are unable to agree upon an arbitrator within seven (7) working days of notice to arbitrate, the party demanding arbitration shall refer the matter to the American Arbitration Association, 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 dis-

cretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.

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

General Grievance Powers

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

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

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

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

ARTICLE XXIV - INFORMATION

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

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

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

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

ARTICLE XXV – UNION ACTIVITIES

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

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

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

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

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

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

G. During the life of this Agreement, and upon request of the Union, the equivalent of ten (10) working days per year shall be allowed without loss of pay or other benefits for purposes designated by the Union officers. Such days if not used shall be banked. The daily rate of any substitute service which the District provides in these cases will be paid by the Union.

ARTICLE XXVI – GENERAL

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

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

This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the District, the Union, and employees in the bargaining unit, and in the event

that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXVII – EMPOWERED SCHOOLS

The Union recognizes the District's commitment to creating empowered schools which will assure maximum choice, success and rewards for students, parents and all employees.

In this regard, an empowered school shall have the authority to develop policy that deviates from contract provisions and working conditions governing non-empowered schools; provided that such changes are approved by the Local School Empowerment Council (LSEC) and a majority (51%) of the affected employees represented by the DAEOE in the empowered school. Employees voting for such change will be permitted to do so by secret ballot.

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

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

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

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

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

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

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

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

ARTICLE XXVIII – EDUCATIONAL TRUST FUND

The parties agree to meet no later than thirty (30) days following the Union's presentation of evidence to the School District of the City of Detroit that it has met the legal requirements to establish an educational trust fund and discuss its implementation.

This fund would be jointly administered and funded by payroll deduction made from each unit member's pay. The amounts deducted shall be as follows: Effective July 1, 2000 the District will pay into the jointly-administered Detroit Association of Educational Office Employees Educational Trust Fund, the sum of (.15) per hour for each hour paid to employees covered by this Agreement.

Effective July 1, 2001 the amount will be increased to (\$.16).

Effective July 1, 2002 the amount will be increased to (\$.17).

Beginning with 2001 an annual report of all activities of the Educational Trust Fund will be provided by the Union to the District (the Deputy CEO for Human Resource Management and Development), no later than September 30th following the close of the fund year (June 30).

ARTICLE XXVIII – DURATION OF AGREEMENT

The School District of the City of Detroit and the Detroit Association of Educational Office Employees approved this Agreement reached on March 30, 1999.

This Agreement shall remain in full force and effect from July 1, 1999 through June 30, 2003, and, thereafter, shall be renewed from year to year unless either party hereto shall notify the other party in writing at least ninety (90) days prior to any anniversary date of this Agreement of its desire to terminate or modify this Agreement. However, it may be continued on a day-to-day basis by the mutual agreement by both parties. Such written notice of termination or modification shall be sent registered or certified mail to the other party.

For the Union:

Ruby J. Newbold
E'Lois T. Moore

Dated: April 12, 2000

For the School District of the City of Detroit:

Charles L. Wells III
Lydia M. G. Barlow

Dated: April 12, 2000

APPROVED: David Adamany, Ph.D.
Chief Executive Officer

Date: April 12, 2000

LETTER OF UNDERSTANDING

ARTICLE VII – WORK LOADS AND ASSIGNMENTS

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

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

Dated: April 29, 1980

For the Detroit Association of
Educational Office Employees
Judith R. Hunter

For the Board of Education of the
School District of the City of Detroit
George Kimbrough
Dennis J. Makulski

LETTER OF UNDERSTANDING

ARTICLE XIII - PROMOTIONS

The parties agree that all unsuccessful candidates for promotion shall, as a part of the written notification from the Office of Personnel, be informed of their right to discuss test results with the Office of Personnel in accordance with **ARTICLE XV - PERSONNEL FILES; EMPLOYEE COMPETENCE; ANNUAL EVALUATION FORM; TRAINING; ERGONOMICS.**

Dated: May 21, 1980

For the Detroit Association of
Educational Office Employees
Judith R. Hunter

For the Board of Education of the
School District of the City of Detroit
George Kimbrough
Dennis J. Makulski



LETTER OF UNDERSTANDING

PAYROLL SERIES - LEVEL III, OFFICE OF PAYROLLS

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

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

Dated: May 7, 1998

For the Detroit Association of
Educational Office Employees
Ruby J. Newbold
E'Lois T. Moore

For the Board of Education of the
School District of the City of Detroit
Charles L. Wells III
Rick Sale
Dennis J. Makulski

LETTER OF UNDERSTANDING

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

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

Dated: May 7, 1998

For the Detroit Association of Educational Office Employees

Ruby J. Newbold
E'Lois T. Moore

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

Charles L. Wells III
Rick Sale
Dennis J. Makulski



Letter of Understanding

between

The School District of the City of Detroit

and

The Detroit Association of Educational Office Employees

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

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

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

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

For the Union:

Ruby J. Newbold
E'Lois T. Moore

Dated: April 12, 2000

For the School District of the City of Detroit:

Charles L. Wells III
Lydia M. G. Barlow

Dated: April 12, 2000

Letter of Understanding
between
The School District of the City of Detroit
and

The Detroit Association of Educational Office Employees

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

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

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

For the Union:

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

For the School District of the City of Detroit:

Charles L. Wells III
Lydia M. G. Barlow
Dated: April 12, 2000

Letter of Understanding
between
The School District of the City of Detroit
and

The Detroit Association of Educational Office Employees

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

1. In light of the extraordinary circumstances occasioned by section 1280 of the revised School Code, MCLA 380.1280, relating to accreditation of schools by the Department of Education ("Department"), after: (a) a school has been declared unaccredited by the Department for two consecutive years, or (b) a school fails to meet district performance indices and attendance targets for two (2) consecutive years (c) reasonable supplemental services and programs have been provided by the school district to the school, its students, their parents and the school staff, and (d) consideration of other reasonable alternatives, the Chief Executive Officer may close the school and declare all positions vacant.
2. Positions in the reconstituted school shall be filled according to regular procedures for filling vacancies. Secretaries and other bargaining unit personnel from the closed school may apply for positions in the reconstituted school.
3. Unit members from the closed school will be assigned to the clerical pool, for the period specified in paragraph (6) six below, with no change in rate of compensation and shall be given priority to interview for vacancies as they occur, which may include the reconstituted school.
4. Involuntary transfer pursuant to this section is not disciplinary. Nothing shall be placed in a unit member's official personnel file indicating that she/he was involuntarily transferred from a school under the provisions of this agreement. For all purposes under the collective bargaining agreement such as involuntary transfers will be regarded as "administrative transfers."
5. Assignment of unit members to the reopened or "reconstituted" closed school shall be voluntary transfer only.
6. If a unit member leaves a reconstituted school and (1) is not reassigned to that school, and (2) applies for a vacancy at another school or location but is not selected to fill a vacancy by June 30 of the subsequent school year, they shall be laid off according to unit seniority per Article XVIII.C. of this Agreement.
7. A reconstituted school will be exempt from the bumping rights of unit members during the probationary period of the reconstituted school.

For the Union:

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

For the School District of the City of Detroit:

Charles L. Wells III
Lydia M. G. Barlow
Dated: April 12, 2000

Letter of Understanding

between

The School District of the City of Detroit

and

The Detroit Association of Educational Office Employees

Disciplinary Action Because of Absenteeism

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

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

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

For the Union:

Ruby J. Newbold
E'Lois T. Moore

Dated: April 12, 2000

For the School District of the City of Detroit:

Charles L. Wells III
Lydia M. G. Barlow

Dated: April 12, 2000

Letter of Understanding

between

The School District of the City of Detroit

and

The Detroit Association of Educational Office Employees

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

For the Union:

Ruby J. Newbold
E'Lois T. Moore

Dated: April 12, 2000

For the School District of the City of Detroit:

Charles L. Wells III
Lydia M. G. Barlow

Dated: April 12, 2000

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

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

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

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

For the Union:

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

For the School District of the City of Detroit:

Charles L. Wells III
 Lydia M. G. Barlow
 Dated: April 12, 2000

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

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

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

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

Employees with the most recent effective date of :

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

For the Union:

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

For the School District of the City of Detroit:

Charles L. Wells III
 Lydia M. G. Barlow
 Dated: April 12, 2000

Letter of Understanding

between

The School District of the City of Detroit

and

The Detroit Association of Educational Office Employees

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

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

For the Union:

Ruby J. Newbold

E'Lois T. Moore

Dated: April 12, 2000

For the School District of the City of Detroit:

Charles L. Wells III

Lydia M. G. Barlow

Dated: April 12, 2000

Letter of Understanding

between

The School District of the City of Detroit

and

The Detroit Association of Educational Office Employees

By their signatures below, the parties' representatives agree to delete the Letter of Understanding on Article XIII – Promotions, dated May 21, 1980, and replace it with the following:

Article X – Vacant Positions

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

For the Union:

Ruby J. Newbold

E'Lois T. Moore

Dated: April 12, 2000

For the School District of the City of Detroit:

Charles L. Wells III

Lydia M. G. Barlow

Dated: April 12, 2000

ATTACHMENT #1**MAY 7, 1998**

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

Four (4) job classifications will be established.

Computer Equipment Operator

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

Computer Equipment Technician

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

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

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

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

Computer Programmer/Analyst

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

Computer Network Analyst

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

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

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

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

Computer Programmer/Analyst**Salary Range**

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

Computer Network Analyst**Salary Range**

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

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

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

**ATTACHMENT #2
MAY 7, 1998
DEFINITIONS**

Technical Work:

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

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

- Internal Audit Technicians
- Legal Assistant
- Technical Training Assistants
- Additions to this list will be by mutual agreement of the parties.

Clerical Work:

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

**THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT OF THE
CITY OF DETROIT**

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S/LYDIA M. G. BARLOW
Assistant Director, Labor Contract Management

**DETROIT ASSOCIATION
OF
EDUCATIONAL OFFICE EMPLOYEES
AFT LOCAL 4168, AFL-CIO**

S/RUBY J. NEWBOLD*
President and Spokesperson

S/E'LOIS T. MOORE*
Vice President and Alternate Spokesperson

LUGENIA MANSON*
Secretary and Recorder

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CONSTANCE JEFFERSON*

HERMAN JENKINS

ROSA JOHNSON

JOYCE KUSHMAR

LAVERNE RUSSELL

*Negotiating Team

APPENDIX "A"
DETROIT PUBLIC SCHOOLS
D.A.E.O.E. Salary Step Rates
Effective July 1, 1999 thru June 30, 2003

| Salary Plan | Grade | Description | Step | Hourly Rate | 1999-2000 Hourly Rate Effective 7/1/1999 | 2000-2001 Hourly Rate Effective 7/1/2000 | 2001-2002 Hourly Rate Effective 7/1/2001 | 2002-2003 Hourly Rate Effective 7/1/2002 |
|-------------|-------|--------------------------|------|-------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| F | 001 | F010, F700 52 & 43 Weeks | 1 | 6,740,400 | 8,915,208 | 9,093,512 | 9,275,382 | 9,460,890 |
| F | 001 | F010, F700 52 & 43 Weeks | 2 | 9,040,900 | 9,221,718 | 9,406,152 | 9,594,275 | 9,786,161 |
| F | 001 | F010, F700 52 & 43 Weeks | 3 | 9,341,500 | 9,528,330 | 9,718,897 | 9,913,275 | 10,111,541 |
| F | 001 | F010, F700 52 & 43 Weeks | 4 | 9,642,000 | 9,834,840 | 10,031,537 | 10,232,168 | 10,436,811 |
| F | 001 | F010, F700 52 & 43 Weeks | 5 | 9,942,500 | 10,141,350 | 10,344,177 | 10,551,061 | 10,762,082 |
| F | 001 | F010, F700 52 & 43 Weeks | 6 | 10,243,100 | 10,447,982 | 10,658,921 | 10,870,059 | 11,087,480 |
| F | 001 | F010, F700 52 & 43 Weeks | 7 | 10,543,600 | 10,754,472 | 10,969,561 | 11,188,952 | 11,412,731 |
| F | 001 | F010, F700 52 & 43 Weeks | 8 | 10,844,100 | 11,060,982 | 11,282,202 | 11,507,846 | 11,738,003 |
| F | 001 | F010, F700 52 & 43 Weeks | 9 | 11,144,700 | 11,367,594 | 11,594,946 | 11,826,845 | 12,063,382 |
| F | 002 | F500, F600 43 Weeks | 1 | 8,740,400 | 8,915,208 | 9,093,512 | 9,275,382 | 9,460,890 |
| F | 002 | F500, F600 43 Weeks | 2 | 9,040,900 | 9,221,718 | 9,406,152 | 9,594,275 | 9,786,161 |
| F | 003 | F020, F710 52 & 43 Weeks | 1 | 9,075,300 | 9,256,806 | 9,441,942 | 9,630,781 | 9,823,397 |
| F | 003 | F020, F710 52 & 43 Weeks | 2 | 9,489,900 | 9,678,780 | 9,872,356 | 10,069,803 | 10,271,199 |
| F | 003 | F020, F710 52 & 43 Weeks | 3 | 9,902,500 | 10,100,550 | 10,302,561 | 10,508,612 | 10,718,784 |
| F | 003 | F020, F710 52 & 43 Weeks | 4 | 10,316,100 | 10,522,422 | 10,739,270 | 10,947,527 | 11,164,478 |
| F | 003 | F020, F710 52 & 43 Weeks | 5 | 10,729,700 | 10,944,294 | 11,163,180 | 11,386,444 | 11,614,173 |
| F | 003 | F020, F710 52 & 43 Weeks | 6 | 11,143,300 | 11,366,166 | 11,593,489 | 11,826,959 | 12,061,696 |
| F | 003 | F020, F710 52 & 43 Weeks | 7 | 11,556,900 | 11,788,038 | 12,023,799 | 12,264,275 | 12,509,561 |
| F | 003 | F020, F710 52 & 43 Weeks | 8 | 11,970,500 | 12,209,910 | 12,454,108 | 12,703,180 | 12,957,254 |
| F | 003 | F020, F710 52 & 43 Weeks | 9 | 12,384,100 | 12,631,782 | 12,884,418 | 13,142,106 | 13,404,948 |
| F | 003 | F020, F710 52 & 43 Weeks | 10 | 12,797,700 | 13,053,654 | 13,314,227 | 13,581,022 | 13,852,642 |
| F | 003 | F020, F710 52 & 43 Weeks | 11 | 13,211,300 | 13,475,526 | 13,745,037 | 14,019,938 | 14,300,937 |
| F | 003 | F020, F710 52 & 43 Weeks | 12 | 13,624,800 | 13,897,296 | 14,175,242 | 14,458,747 | 14,747,922 |

APPENDIX "A" (continued)
DETROIT PUBLIC SCHOOLS
D.A.E.O.E. Salary Step Rates
Effective July 1, 1999 thru June 30, 2003

| Salary Plan | Grade | Description | Step | Hourly Rate | 1999-2000 Hourly Rate Effective 7/1/1999 | 2000-2001 Hourly Rate Effective 7/1/2000 | 2001-2002 Hourly Rate Effective 7/1/2001 | 2002-2003 Hourly Rate Effective 7/1/2002 |
|-------------|-------|--------------------------|------|-------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| F | 004 | F510, F610 43 Weeks | 1 | 9,075,900 | 9,256,806 | 9,441,942 | 9,630,781 | 9,823,397 |
| F | 004 | F510, F610 43 Weeks | 2 | 9,489,900 | 9,678,780 | 9,872,356 | 10,069,803 | 10,271,199 |
| F | 005 | F030, F720 52 & 43 Weeks | 1 | 13,780,600 | 14,056,212 | 14,337,336 | 14,624,083 | 14,916,565 |
| F | 005 | F030, F720 52 & 43 Weeks | 2 | 14,190,800 | 14,474,616 | 14,764,108 | 15,059,990 | 15,360,378 |
| F | 005 | F030, F720 52 & 43 Weeks | 3 | 14,600,900 | 14,892,918 | 15,190,776 | 15,494,592 | 15,804,484 |
| F | 005 | F030, F720 52 & 43 Weeks | 4 | 15,011,100 | 15,311,922 | 15,617,548 | 15,929,999 | 16,248,497 |
| F | 005 | F030, F720 52 & 43 Weeks | 5 | 15,421,200 | 15,729,824 | 16,042,116 | 16,365,100 | 16,692,402 |
| F | 005 | F030, F720 52 & 43 Weeks | 6 | 15,831,300 | 16,147,926 | 16,470,985 | 16,800,303 | 17,136,909 |
| F | 005 | F030, F720 52 & 43 Weeks | 7 | 16,241,500 | 16,566,930 | 16,897,657 | 17,235,610 | 17,580,922 |
| F | 006 | F040, F730 52 & 43 Weeks | 1 | 16,451,100 | 16,780,122 | 17,115,724 | 17,458,038 | 17,807,199 |
| F | 006 | F040, F730 52 & 43 Weeks | 2 | 16,864,600 | 17,201,892 | 17,545,930 | 17,898,849 | 18,254,786 |
| F | 006 | F040, F730 52 & 43 Weeks | 3 | 17,278,200 | 17,623,764 | 17,976,239 | 18,335,764 | 18,702,479 |
| F | 006 | F040, F730 52 & 43 Weeks | 4 | 17,691,800 | 18,045,636 | 18,406,549 | 18,774,680 | 19,150,174 |
| F | 006 | F040, F730 52 & 43 Weeks | 5 | 18,105,400 | 18,467,508 | 18,836,858 | 19,213,595 | 19,597,887 |
| F | 006 | F040, F730 52 & 43 Weeks | 6 | 18,519,000 | 18,893,380 | 19,267,168 | 19,652,511 | 20,045,561 |
| F | 006 | F040, F730 52 & 43 Weeks | 7 | 18,932,500 | 19,311,150 | 19,697,373 | 20,091,320 | 20,493,146 |
| F | 006 | F040, F730 52 & 43 Weeks | 8 | 19,346,100 | 19,730,022 | 20,127,692 | 20,530,236 | 20,940,841 |
| F | 006 | F040, F730 52 & 43 Weeks | 9 | 19,759,700 | 20,154,894 | 20,557,992 | 20,969,152 | 21,389,595 |
| F | 007 | F400, F410 | 1 | 12,593,600 | 12,845,472 | 13,102,381 | 13,364,429 | 13,631,718 |
| F | 007 | F400, F410 | 2 | 12,956,200 | 13,215,394 | 13,479,690 | 13,749,223 | 14,024,208 |
| F | 007 | F400, F410 | 3 | 13,318,800 | 13,585,176 | 13,856,680 | 14,134,017 | 14,416,697 |
| F | 007 | F400, F410 | 4 | 13,681,400 | 13,955,028 | 14,234,129 | 14,538,111 | 14,809,187 |
| F | 007 | F400, F410 | 5 | 14,043,900 | 14,324,478 | 14,611,274 | 14,930,499 | 15,201,589 |
| F | 007 | F400, F410 | 6 | 14,406,500 | 14,694,630 | 14,988,523 | 15,288,293 | 15,594,059 |
| F | 007 | F400, F410 | 7 | 14,769,100 | 15,064,482 | 15,365,772 | 15,673,087 | 15,966,549 |



APPENDIX "A" (continued)
 DETROIT PUBLIC SCHOOLS
 D.A.E.O.E. Salary Step Rates
 Effective July 1, 1999 thru June 30, 2003

| Salary Plan | Grade | Description | Step | Hourly Rate | 1999-2000 Hourly Rate Effective 7/1/1999 | 2000-2001 Hourly Rate Effective 7/1/2000 | 2001-2002 Hourly Rate Effective 7/1/2001 | 2002-2003 Hourly Rate Effective 7/1/2002 |
|-------------|-------|-----------------|------|-------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| F | 007 | F-400, F410 | 8 | 15,131,700 | 15,434,334 | 15,743,021 | 16,057,881 | 16,379,039 |
| F | 007 | F-400, F410 | 9 | 15,494,200 | 15,804,084 | 16,120,186 | 16,442,569 | 16,771,420 |
| F | 007 | F-400, F410 | 10 | 15,858,600 | 16,173,936 | 16,497,415 | 16,827,363 | 17,169,910 |
| F | 007 | F-400, F410 | 11 | 16,219,400 | 16,543,788 | 16,874,664 | 17,212,157 | 17,556,400 |
| F | 007 | F-400, F410 | 12 | 16,582,000 | 16,913,640 | 17,251,913 | 17,596,951 | 17,948,890 |
| F | 007 | F-400, F410 | 13 | 16,944,600 | 17,283,492 | 17,629,182 | 17,981,745 | 18,341,980 |
| F | 007 | F-400, F410 | 14 | 17,307,200 | 17,655,344 | 18,006,411 | 18,366,539 | 18,733,870 |
| F | 007 | F-400, F410 | 15 | 17,669,700 | 18,027,196 | 18,383,556 | 18,751,227 | 19,126,252 |
| F | 008 | F-200, 52 Weeks | 1 | 13,570,400 | 13,841,808 | 14,118,644 | 14,401,017 | 14,689,037 |
| F | 008 | F-200, 52 Weeks | 2 | 13,931,500 | 14,202,014 | 14,473,894 | 14,761,331 | 15,054,558 |
| F | 008 | F-200, 52 Weeks | 3 | 14,292,600 | 14,562,222 | 14,829,272 | 15,122,778 | 15,420,295 |
| F | 008 | F-200, 52 Weeks | 4 | 14,653,700 | 14,921,430 | 15,188,587 | 15,482,784 | 15,789,224 |
| F | 008 | F-200, 52 Weeks | 5 | 15,014,800 | 15,280,638 | 15,546,946 | 15,852,789 | 16,164,889 |
| F | 008 | F-200, 52 Weeks | 6 | 15,375,900 | 15,639,846 | 15,905,154 | 16,214,404 | 16,529,499 |
| F | 009 | F-210, 52 Weeks | 1 | 15,737,000 | 16,039,054 | 16,341,102 | 16,643,150 | 16,945,198 |
| F | 009 | F-210, 52 Weeks | 2 | 16,098,100 | 16,399,262 | 16,701,310 | 17,003,358 | 17,305,406 |
| F | 009 | F-210, 52 Weeks | 3 | 16,459,200 | 16,759,470 | 17,061,518 | 17,363,566 | 17,665,774 |
| F | 009 | F-210, 52 Weeks | 4 | 16,820,300 | 17,119,678 | 17,419,726 | 17,721,934 | 18,024,342 |
| F | 009 | F-210, 52 Weeks | 5 | 17,181,400 | 17,479,886 | 17,777,934 | 18,079,342 | 18,381,750 |
| F | 009 | F-210, 52 Weeks | 6 | 17,542,500 | 17,839,094 | 18,137,142 | 18,437,550 | 18,740,958 |
| F | 009 | F-210, 52 Weeks | 7 | 17,903,600 | 18,199,302 | 18,497,350 | 18,797,758 | 19,100,166 |
| F | 009 | F-210, 52 Weeks | 8 | 18,264,700 | 18,559,510 | 18,857,558 | 19,157,966 | 19,460,374 |
| F | 009 | F-210, 52 Weeks | 9 | 18,625,800 | 18,919,718 | 19,217,766 | 19,518,174 | 19,820,582 |
| F | 009 | F-210, 52 Weeks | 10 | 18,986,900 | 19,279,926 | 19,577,974 | 19,878,382 | 20,180,790 |

APPENDIX "A" (continued)
 DETROIT PUBLIC SCHOOLS
 D.A.E.O.E. Salary Step Rates
 Effective July 1, 1999 thru June 30, 2003

| Salary Plan | Grade | Description | Step | Hourly Rate | 1999-2000 Hourly Rate Effective 7/1/1999 | 2000-2001 Hourly Rate Effective 7/1/2000 | 2001-2002 Hourly Rate Effective 7/1/2001 | 2002-2003 Hourly Rate Effective 7/1/2002 |
|-------------|-------|----------------------|------|-------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| F | 010 | F-220, F240 | 1 | 17,793,800 | 18,149,676 | 18,512,670 | 18,882,923 | 19,260,581 |
| F | 010 | F-220, F240 | 2 | 18,427,300 | 18,785,846 | 19,171,763 | 19,555,198 | 19,946,302 |
| F | 010 | F-220, F240 | 3 | 19,060,800 | 19,420,116 | 19,830,856 | 20,227,473 | 20,632,023 |
| F | 010 | F-220, F240 | 4 | 19,694,300 | 20,058,186 | 20,489,950 | 20,897,749 | 21,317,744 |
| F | 010 | F-220, F240 | 5 | 20,327,700 | 20,734,254 | 21,148,939 | 21,571,918 | 22,003,356 |
| F | 010 | F-220, F240 | 6 | 20,961,200 | 21,390,424 | 21,808,032 | 22,244,193 | 22,689,077 |
| F | 010 | F-220, F240 | 7 | 21,594,700 | 22,026,594 | 22,467,126 | 22,916,468 | 23,374,798 |
| F | 010 | F-220, F240 | 8 | 22,228,200 | 22,672,764 | 23,126,219 | 23,588,744 | 24,060,519 |
| F | 010 | F-220, F240 | 9 | 22,861,600 | 23,318,934 | 23,785,209 | 24,260,913 | 24,746,131 |
| F | 010 | F-220, F240 | 10 | 23,495,100 | 23,965,002 | 24,444,302 | 24,933,188 | 25,431,852 |
| F | 011 | F-230, 1990 | 11 | 24,132,000 | 24,614,640 | 25,106,933 | 25,609,071 | 26,121,253 |
| F | 011 | F-230, 1990 | 1 | 25,361,300 | 26,898,526 | 27,426,237 | 27,974,822 | 28,534,319 |
| F | 011 | F-230, 1990 | 2 | 26,798,800 | 27,334,266 | 27,860,951 | 28,438,570 | 29,007,342 |
| F | 011 | F-230, 1990 | 3 | 27,235,300 | 28,225,846 | 28,335,606 | 28,902,318 | 29,480,365 |
| F | 011 | F-230, 1990 | 4 | 27,672,400 | 28,673,016 | 29,246,476 | 29,831,406 | 30,428,034 |
| F | 011 | F-230, 1990 | 5 | 28,110,900 | 29,120,186 | 29,793,961 | 30,428,034 | 31,480,365 |
| F | 013 | F-300, F800 52 Weeks | 1 | 17,103,000 | 17,445,060 | 17,793,961 | 18,149,840 | 18,512,837 |
| F | 013 | F-300, F800 52 Weeks | 2 | 18,417,300 | 18,785,646 | 19,161,359 | 19,544,586 | 19,935,478 |
| F | 013 | F-300, F800 52 Weeks | 3 | 19,731,500 | 20,126,130 | 20,528,653 | 20,939,226 | 21,358,010 |
| F | 013 | F-300, F800 52 Weeks | 4 | 21,045,800 | 21,466,716 | 21,896,050 | 22,339,971 | 22,780,851 |
| F | 013 | F-300, F800 52 Weeks | 5 | 22,360,100 | 22,807,302 | 23,263,448 | 23,727,177 | 24,203,291 |
| F | 013 | F-300, F800 52 Weeks | 6 | 23,674,400 | 24,147,988 | 24,634,444 | 25,124,663 | 25,629,932 |
| F | 014 | F-310, F810 52 Weeks | 1 | 23,013,700 | 23,473,974 | 23,943,453 | 24,423,323 | 24,910,769 |
| F | 014 | F-310, F810 52 Weeks | 2 | 23,780,800 | 24,256,416 | 24,741,544 | 25,236,375 | 25,741,103 |

APPENDIX "A" (continued)
 DETROIT PUBLIC SCHOOLS
 D.A.E.O.E. Salary Step Rates
 Effective July 1, 1999 thru June 30, 2003

| Salary Plan | Grade | Description | Step | Hourly Rate | 1999-2000 Hourly Rate Effective 7/1/1999 | 2000-2001 Hourly Rate Effective 7/1/2000 | 2001-2002 Hourly Rate Effective 7/1/2001 | 2002-2003 Hourly Rate Effective 7/1/2002 |
|-------------|-------|----------------------|------|-------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| F | 014 | F310, F810, 52 Weeks | 3 | 24,547,900 | 25,039,853 | 25,539,635 | 26,050,428 | 26,571,436 |
| F | 014 | F310, F810, 52 Weeks | 4 | 25,315,100 | 25,821,402 | 26,337,830 | 26,864,587 | 27,401,878 |
| F | 014 | F310, F810, 52 Weeks | 5 | 26,082,200 | 26,603,844 | 27,135,921 | 27,678,689 | 28,232,212 |
| F | 014 | F310, F810, 52 Weeks | 6 | 26,849,300 | 27,386,286 | 27,934,012 | 28,492,692 | 29,062,546 |
| F | 015 | F320, F820 | 1 | 25,890,400 | 26,409,208 | 26,936,372 | 27,475,100 | 28,024,602 |
| F | 015 | F320, F820 | 2 | 27,232,900 | 27,777,558 | 28,333,109 | 28,899,771 | 29,477,767 |
| F | 015 | F320, F820 | 3 | 28,575,300 | 29,146,806 | 29,729,742 | 30,324,337 | 30,930,824 |
| F | 015 | F320, F820 | 4 | 29,917,800 | 30,516,156 | 31,126,479 | 31,749,009 | 32,383,989 |
| F | 015 | F320, F820 | 5 | 31,260,300 | 31,885,506 | 32,523,216 | 33,173,680 | 33,837,154 |
| F | 015 | F320, F820 | 6 | 32,602,700 | 33,254,754 | 33,919,849 | 34,598,246 | 35,290,211 |
| F | 019 | F110 | 1 | 16,301,400 | 16,827,428 | 17,359,877 | 17,891,176 | 18,445,180 |
| F | 019 | F110 | 2 | 17,260,300 | 17,809,506 | 18,316,768 | 18,831,048 | 19,351,048 |
| F | 019 | F110 | 3 | 18,219,200 | 18,833,384 | 19,334,361 | 19,834,931 | 20,351,048 |
| F | 019 | F110 | 4 | 19,417,800 | 19,806,156 | 20,202,279 | 20,606,325 | 21,016,451 |
| F | 019 | F110 | 5 | 20,137,000 | 20,539,740 | 20,950,335 | 21,369,545 | 21,796,936 |
| F | 019 | F110 | 6 | 20,856,100 | 21,273,322 | 21,696,666 | 22,132,660 | 22,575,313 |
| F | 019 | F110 | 7 | 21,575,300 | 22,006,906 | 22,446,942 | 22,895,981 | 23,353,799 |
| F | 019 | F110 | 8 | 22,294,500 | 22,740,390 | 23,195,198 | 23,659,102 | 24,132,284 |
| F | 019 | F110 | 9 | 23,013,700 | 23,473,974 | 23,943,453 | 24,422,223 | 24,910,789 |
| F | 019 | F110 | 10 | 23,732,900 | 24,207,558 | 24,691,709 | 25,185,543 | 25,689,254 |
| F | 019 | F110 | 11 | 25,171,200 | 25,674,624 | 26,188,116 | 26,711,879 | 27,246,116 |
| F | 019 | F110 | 12 | 25,890,400 | 26,408,208 | 26,936,372 | 27,475,100 | 28,024,602 |
| F | 019 | F110 | 13 | 26,609,600 | 27,141,792 | 27,884,626 | 28,238,320 | 28,803,087 |
| F | 019 | F110 | 14 | 27,328,800 | 27,875,376 | 28,432,884 | 29,001,941 | 29,581,572 |
| F | 019 | F110 | 15 | 28,287,700 | 28,853,454 | 29,430,523 | 30,019,134 | 30,619,516 |

APPENDIX "A"
 (continuation)

CLERICAL SERIES

LEVEL I - F010

- 1230 477 CLERK
- 1310 159 MAIL CLERK
- 1790 339 MESSENGER

PLUS TRAINEES

LEVEL I - F500

- ESRP SERIES OF LEVEL I

LEVEL I - F600

- ESRP EXT. WORK SERIES OF LEVEL I

LEVEL I - F700

- EXT. WORK SERIES OF LEVEL I

LEVEL II - F020

- 1180 129 BOOKKEEPER II
- 1190 166 BOOKKEEPER I
- 1200 167 BOOKKEEPER III
- 1250 145 ACCOUNTS CLERK
- 1270 149 AUDIT CLERK I
- 1280 134 AUDIT CLERK II
- 1720 188 DUPL. DEV. MACH. OPER.
- 1730 296 KEY PUNCH OPERATOR
- 1820 346 JR. PREPARATOR
- 2090 158 SECRETARY I
- 2100 359 SECRETARY II
- 2110 375 SECRETARY III
- 2630 418 PREPARATOR TECHN.
- 2650 408 VARITYPE MACH. OPER.

LEVEL II - F510

- ESRP SERIES OF LEVEL II

LEVEL II - F610

- ESRP EXT. WORK SERIES OF LEVEL II

LEVEL II - F710

- EXT. WORK SERIES OF LEVEL II

LEVEL III - F030

- 1360 156 BKCR. COORD. I
- 1370 154 BKCR. COORD. II
- 1400 468 SEC. COORD. I
- 1410 469 SEC. COORD. II
- 1830 555 SR. PREPARATOR
- 2120 115 SECRETARY IV
- 2130 476 SECRETARY V
- 2140 475 SECRETARY VI

LEVEL III - F720

- EXT. WORK SERIES OF LEVEL III

LEVEL IV - F040

- 1380 157 BKCR. COORD. III
- 1420 474 SEC. COORD. III
- 2150 357 SECRETARY VII
- 2160 155 SECRETARY VIII

LEVEL IV - F730

- EXT. WORK SERIES OF LEVEL IV

PURCHASES AGENT SERIES – F110
STOREKEEPER SERIES

STOREKEEPER SERIES – F400

2310 248 STOCK INSP/ASST.
 2330 368 STOREKEEPER
 2340 369 ASST. STOREKEEPER
 2350 377 HEAD STOREKEEPER
 2360 378 SR. STOREKEEPER

TECHNICAL SERIES

LEVEL I – F200

1880 547 D.P. PROGRAMER
 TRAINEE
 5490 334 D.P. ASSISTANT
 254 EQUIPMENT TECH.
 TRAINEE

LEVEL III – F220

1660 136 D.P. EQUIP. OPER
 PRIN.
 1840 578 D.P. PROG., INTERM.
 1860 567 D.P. PROG., SR.
 2610 247 EQUIP. TECH. SR.
 ASST.

LEVEL II – F210

1670 337 D.P. EQUIP. OPER. SR.
 1689 335 D.P. EQUIP. OPER.
 1850 566 D.P. PROGMR., JR.

LEVEL IV – F230

1870 548 D.P. PROG., PRIN.
 1710 305 EQUIP. TECH., PRIN.
 1990 358 PURCHASES AGENT, PRIN.

COMPUTER PROGRAMMER ANALYST

F300 LEVEL I
 F310 LEVEL II
 F320 LEVEL III

COMPUTER NETWORK ANALYST

F800 LEVEL I
 F810 LEVEL II
 F820 LEVEL III

TECHNICAL SERIES LEVEL III

F220 TECH. TRAINING ASST.
 F240 PLANNER ESTIMATOR
 F060 BOARD SECRETARY

APPENDIX "B"
EQUITY PLAN

Clerical Series – Level I (trainees)

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

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

Clerical Series – Level II (junior)

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

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

Clerical Series – Level III (senior)

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

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

Clerical Series – Level IV (principal)

Eliminate current quarterly review for "in-place promotion" of applicable current employees and all future employees who achieve this level of job assignment. All vacancies to be posted. Employees wishing to compete for Clerical Series – Level IV positions would be required to pass a

written promotional examination, three satisfactory references (including the immediate administrator) and oral interview. Employees in Clerical Series – Level III positions which require bookkeeping skills would be required to pass a written promotional examination, three satisfactory references (including immediate administrator and oral interviews for placement as Bookkeeper Coordinators who would service the needs of "xxx" (could be as many as one (1) per area, minimum of one (1) each for east side and west side work locations).

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

Purchases Agent Series

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

Storekeeper Series

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

Technical Series – Level I (trainees)

Includes: Data Processing Assistant
Data Processing Programmer Trainee
Equipment Technician Trainee

Technical Series – Level II (junior)

Includes: Data Processing Equipment Operator
Data Processing Junior Programmer
Senior Data Processing Equipment Operator
Assistant Equipment Technician

Technical Series – Level III (senior)

Includes: Data Processing Programmer — Intermediate; Senior
Equipment Technician — Senior Assistant
Principal Data Processing Equipment Operator

Technical Series – Level IV (principal)

Includes: Principal Data Processing Programmer
Principal Equipment Technician
Principal Purchases Agent

Technical Series – Level I (trainees)

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

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

Technical Series – Level II (junior)

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

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

Technical Series – Level III (senior)

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

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

Technical Series – Level IV (principal)

Job announcement to be posted.

DETROIT PUBLIC SCHOOLS 1999-2000 SCHOOL CALENDAR

FIRST SEMESTER

| | | | | |
|-----|-----|-----|-----|-----|
| MON | TUE | WED | THU | FRI |
|-----|-----|-----|-----|-----|

SEPTEMBER-OCTOBER

| | | | | |
|----|----|----|----|----|
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 1 |
| 4 | 5 | 6 | 7 | 8 |

22

OCTOBER-NOVEMBER

| | | | | |
|----|----|----|----|----|
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |
| 1 | 2 | 3 | 4 | 5 |

20

NOVEMBER-DECEMBER

| | | | | |
|----|----|----|----|----|
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | 1 | 2 | 3 |

18

DECEMBER

| | | | | |
|----|----|----|----|----|
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

14

JANUARY

| | | | | |
|----|----|----|----|----|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| 31 | | | | |

16/91

CALENDAR NOTES:

THIS SCHOOL YEAR HAS 184 DAYS.
 NOVEMBER 11 IS ALSO VETERANS DAY.
 CHRISTMAS RECESS EXTENDED 2 DAYS,
 ONE FOR Y2K, ONE FOR GOOD FRIDAY.
 EASTER BREAK IS THE WEEK BEFORE
 EASTER.

SECOND SEMESTER

| | | | | |
|-----|-----|-----|-----|-----|
| MON | TUE | WED | THU | FRI |
|-----|-----|-----|-----|-----|

FEBRUARY-MARCH

| | | | | |
|----|----|----|----|----|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 1 | 2 | 3 |

19

MARCH

| | | | | |
|----|----|----|----|----|
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

20

APRIL

| | | | | |
|----|----|----|----|----|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |

15

MAY

| | | | | |
|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |

20

MAY-JUNE

| | | | | |
|----|----|----|----|----|
| 29 | 30 | 31 | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| | 28 | 29 | 30 | |

19/93

KEY:

- SCHOOLS CLOSED
- SCHOOLS OPEN
NO STUDENTS
- REPORT CARD DATES
- HALF-DAYS

DETROIT PUBLIC SCHOOLS 2000-2001 SCHOOL CALENDAR

FIRST SEMESTER

| | | | | |
|-----|-----|-----|-----|-----|
| MON | TUE | WED | THU | FRI |
|-----|-----|-----|-----|-----|

AUGUST-SEPTEMBER

| | | | | |
|----|----|----|----|----|
| 28 | 29 | 30 | 31 | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

22

OCTOBER

| | | | | |
|----|----|----|----|----|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |

20

OCTOBER-NOVEMBER

| | | | | |
|----|----|----|----|----|
| 30 | 31 | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |

18

NOVEMBER-DECEMBER

| | | | | |
|----|----|----|----|----|
| 27 | 28 | 29 | 30 | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |

19

DECEMBER-JANUARY

| | | | | |
|----|----|----|----|----|
| 25 | 26 | 27 | 28 | 29 |
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |

13/92

CALENDAR NOTES:

THIS SCHOOL YEAR HAS 184 DAYS.

SECOND SEMESTER

| | | | | |
|-----|-----|-----|-----|-----|
| MON | TUE | WED | THU | FRI |
|-----|-----|-----|-----|-----|

JANUARY-FEBRUARY

| | | | | |
|----|----|----|----|----|
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | 31 | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |

25

FEBRUARY-MARCH

| | | | | |
|----|----|----|----|----|
| 26 | 27 | 28 | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |

15

MARCH-APRIL

| | | | | |
|----|----|----|----|----|
| 26 | 27 | 28 | 29 | 30 |
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |

14

APRIL-MAY

| | | | | |
|----|----|----|----|----|
| 23 | 24 | 25 | 26 | 27 |
| 30 | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |

20

MAY-JUNE

| | | | | |
|----|----|----|----|----|
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |

18/92

KEY:

- SCHOOLS CLOSED
- SCHOOLS OPEN
NO STUDENTS
- REPORT CARD DATES
- HALF-DAYS

DETROIT PUBLIC SCHOOLS 2001-2002 SCHOOL CALENDAR

-NOTES-

FIRST SEMESTER

| | | | | |
|-----|-----|-----|-----|-----|
| MON | TUE | WED | THU | FRI |
|-----|-----|-----|-----|-----|

AUGUST-SEPTEMBER

| | | | | |
|----|----|----|----|----|
| 31 | 29 | 30 | 31 | |
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |

22

SECOND SEMESTER

| | | | | |
|-----|-----|-----|-----|-----|
| MON | TUE | WED | THU | FRI |
|-----|-----|-----|-----|-----|

JANUARY-FEBRUARY

| | | | | |
|----|----|----|----|----|
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |

24

OCTOBER

| | | | | |
|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |

20

FEBRUARY-MARCH

| | | | | |
|----|----|----|----|----|
| 25 | 26 | 27 | 28 | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |

15

OCTOBER-NOVEMBER

| | | | | |
|----|----|----|----|----|
| 29 | 30 | 31 | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |

18

MARCH-APRIL

| | | | | |
|----|----|----|----|----|
| 25 | 26 | 27 | 28 | 29 |
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |

14

NOVEMBER-DECEMBER

| | | | | |
|----|----|----|----|----|
| 26 | 27 | 28 | 29 | 30 |
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |

20

APRIL-MAY

| | | | | |
|----|----|----|----|----|
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |

20

DECEMBER-JANUARY

| | | | | |
|----|----|----|----|----|
| 24 | 25 | 26 | 27 | 28 |
| 31 | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |

13/93

MAY-JUNE

| | | | | |
|----|----|----|----|----|
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |

18/91

CALENDAR NOTES:

THIS SCHOOL YEAR HAS 184 DAYS.

NOVEMBER 10 IS A HALF-DAY FOR ATTENDANCE PURPOSES BUT COUNTS AS A FULL DAY OF INSTRUCTION.

JANUARY 17, 2001 IS A FULL DAY AND JANUARY 18, 2001 IS A HALF-DAY FOR STUDENTS PER TEACHERS CONTRACT. JUNE 13, 2002 IS A FULL

KEY:

- SCHOOLS CLOSED
- SCHOOLS OPEN NO STUDENTS
- REPORT CARD DATES
- HALF-DAYS

ATTACHMENT "A"

The following tentative agreements are incorporated into the new collective bargaining agreement between the School District of the City of Detroit and the Detroit Association of Educational Office Employees, MFT and SRP, AFT, AFL-CIO:

- 1) Add as new last paragraph to Article XXVI:

The District shall have the right to establish a reasonable attendance policy. The Union shall be notified prior to the implementation of said policy and provided an opportunity for input prior to implementation.

- 2) Delete current Article XV, Section G, and replace with the following:

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

Performance evaluations shall be based upon:

- job knowledge and skill
- quality of work
- efficiency of work
- attendance
- interpersonal skills
- training received (to the extent available)

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

- 3) Add as new Article X, Section C; Reletter current "Section C" to Section D:

D. Human Resources shall determine starting dates for new hires, promotions and transfers with advance notice to the employee, new hires and administrators involved. Human Resources shall place all employees selected for promotion no later than 10 work days from the date of notification. Employees not placed in the new position shall begin receiving promotional pay rate beginning on the 11th day.

The parties shall adopt the past practice for determining seniority by utilizing the date of hire and then adding any ESRP credit an employee may have.

4) **Modify Article XIX, to provide as follows:**

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

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

Modify Article XIX, Section B(1)(b) to read:

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

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

Modify Article XIX, Section B(1)(d) to read:

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

Modify Article XIX, Section B(1)(i) to read:

An employee returning from a medical leave of absence must have a medical examination by the District's Medical Services Provider. The employee's personal physician is required to fill out the appropriate District form in order for the employee to return from leave of absence for illness.

Modify Article XIX, Section B(1)(l) to read:

If a regular employee is absent for illness on the first day of the work schedule in the school year, the illness must be confirmed by the Human Resources, or a written request for approval from the

employee must be approved by the Chief Fiscal Officer. This applies to absence for one (1) or more days. Approval by the Medical Office requires medical certification from the employee's attending physician to the Medical Office on the appropriate District form.

Modify Article XIX, Section B(4)(b) to read:

(1) Such working days that fall within seven (7) consecutive calendar days including and subsequent to wedding day. The appropriate written form requesting personal business leave must be submitted to the appropriate administrative unit.

(2) Day of wedding is counted as one (1) of seven (7) days but only charged to Sick Leave if a scheduled work day.

(3) Saturdays, Sundays, and holidays, if any, within a seven-day period are counted as part of this limit.

Modify Article XIX, Section B(5)(a)(3) to read:

An employee may continue to work in his/her current assignment provided that the employee has submitted a physician's certification on the appropriate District form from her/his personal physician certifying the anticipated date of delivery and that she is able to work in her current assignment, and further provided that she is able to fulfill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.

Modify Article XIX, Section C(3) to read:

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

Modify Article XIX, Section C(4) to read:

Any request for a leave of absence or extension of leave is to be submitted on the appropriate District form by an employee who wishes an approved absence without pay for periods of more than four (4) weeks (20 working days).

Modify Article XIX, Section C(7) to read:

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

Modify Article XIX, Section D(1) to read:

An employee may be granted a leave of absence for prolonged illness subsequent to the termination of her/his sick bank. An extension of illness leave beyond one (1) year must be accompanied by the appropriate District form, filled out by the employee's physician and certifying the illness. Any further extension may be granted only upon recommendation of the District Medical Services Provider. Return from illness leave can be affected as soon as approval of the employee's doctor and the District Medical Services Provider is secured. Forms appropriate for any medical leave may be obtained from the District's website, from the school office or from the Office of Support Staff Personnel and completed by the employee's doctor. In general, a position will be held one (1) year pending return.

Modify Article XIX, Section E(3) to read:

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

Modify Article XIX, Section E(4) to read:

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

- 5) Delete current Article VII, Section H and replace with the following:

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

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

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

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

- 6) Replace current Article XVI with the following:

Article XVI - CALENDAR

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

- 7) Add the following as Letter of Understanding to the Contract:

The parties agree that the District shall continue its timely efforts to create relevant job descriptions setting forth the essential duties of each position and that the DAEOE shall have the right to have two of its members for participate in the preparation and completion of job descriptions which have not been completed to date.

Ruby J. Kempald
For the Union *6/4/05*

Don Kuppelmann
For the District *6/4/05*

Louis J. Moore

DPS/Attachment-March 23-05

ATTACHMENT "B"

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

Re: Voluntary Separation and Notification Incentive Plan

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

1. The parties agree that the first five hundred (500) non-DFT bargaining unit members District-wide, who are eligible for full retirement as of June 30, 2005, who give notification of their intention to the District to retire by June 3, 2005, who do in fact retire by June 30, 2005, shall receive the sum of One Thousand (\$1,000.00) Dollars. Individuals submitting such early notice to the District shall not reapply for employment with the District.
2. The bargaining unit shall be responsible for notifying its individual eligible members of the offer of the early notification incentive.
3. The payment will be on a first-come basis. In the event there is a tie as to which employee was first, the tie will be broken based upon District-wide seniority.
4. The employees shall give their notification of their intention to retire to the office designated to receive applications for early retirement at the Welcome Center.
5. Employees who give notification pursuant to Paragraph 1 shall not be entitled to the One Thousand (\$1,000.00) Dollar payout if the concession agreement is not ratified.

FOR THE UNION:

Ruby J. Turnbull
Lois J. Moore

Date: 6/16/05

FOR THE SCHOOL DISTRICT OF
THE CITY OF DETROIT:

[Signature]

Date: 6/9/05

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

By their signatures below, the parties agree to amend the July 1, 1999 to June 30, 2003 collective bargaining Agreement as specified below.

ARTICLE XVIII - STAFF REDUCTION

1. **Change Name of Article XVIII from STAFF REDUCTION to SENIORITY AND STAFF REDUCTION**
2. **Section A. Seniority shall be the total accumulated time of service from the most recent date of appointment to a position in this bargaining unit.**
3. **Unit members who are transferred or promoted to a position which is classified as confidential and DAEOE-Related and are receiving a DAEOE-Related salary shall continue to accrue their bargaining unit seniority while in such position(s).**

For the Union:

Ruby J. Newbold
Carl J. Moore

Date: 6/6/05

For the School District of the City of Detroit:

[Signature]

Date: 6/9/05

06/02/05