

1162

6/30/97

**A G R E E M E N T**

**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, 1994 -- JUNE 30, 1997**

*Metropolitan Public Schools*

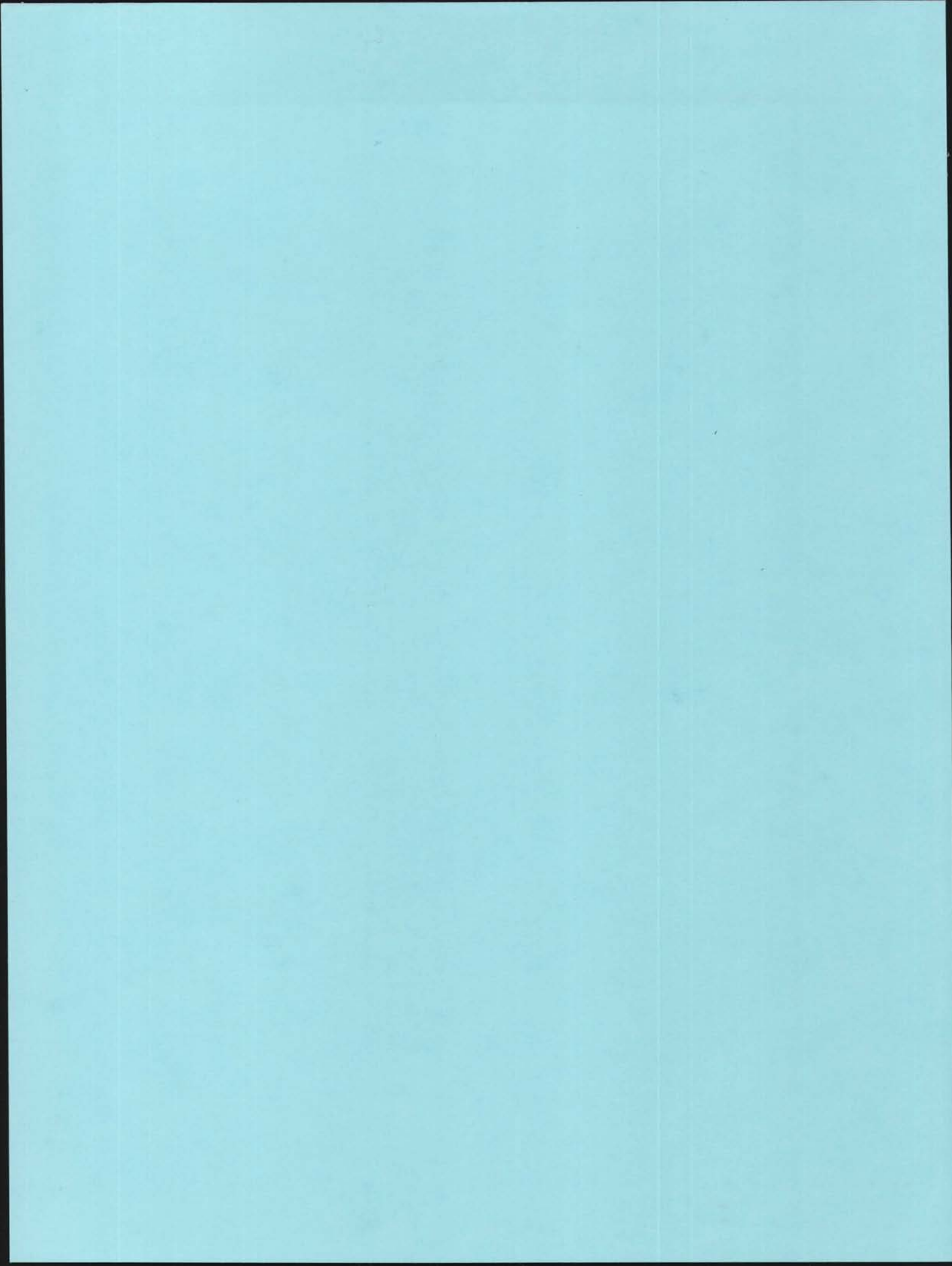


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PREAMBLE

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

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

WHEREAS, the Board 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 Board 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 Board 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.

The parties acknowledge the issue of the Principal Purchasing Agent being or not being a position represented by the Detroit Association of Educational Office Employees (DAEOE) remains unresolved.

**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 Board, become members, or in the alternative, shall, within forty (40) days of their date of hire by the Board, 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 Board who are members.

2. The Board shall deduct from the pay of each employee from whom it receives authorization to do so the required amount for the payment of 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 Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues or fees.
5. The Board, 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 Board 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 Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.
9. The Board 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 Board to so inform shall not be a defense of any employee who has failed to comply with the provisions of this section.



10. The Board, through the Office of Support Staff Personnel, 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, Board policies and established practices. In accord with Board policy, no person or persons, department or divisions responsible to the Board 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 Superintendent or his designee, but such hours shall be in accordance with the thirty-seven and one-half (37-1/2) hour work week. A school administrator or his designee shall be present until the conclusion of the work day. The designee shall not be a clerical employee.
- C. 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 (Mail room 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

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 Superintendent 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 Board 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, 1994, members of this bargaining unit shall receive a three percent (3%) increase.
2. Effective July 1, 1995, members of this bargaining unit shall receive a three percent (3%) increase.
3. Effective July 1, 1996, members of this bargaining unit shall receive a three percent (3%) increase.

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 Board 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**

Effective the first pay period in July, 1980, annual increments shall be converted to steps in accordance with Appendix A of this Agreement and shall be paid as follows:

1. Step increase dates for members who ordinarily work eleven (11) or twelve (12) month schedule shall be service period one (1) or service period fourteen (14) of each year.
2. Step increase dates for members who work ten (10) month schedules shall be service period five (5) or service period sixteen (16) of each year.
3. Any changes in service periods shall be as determined by the Board.
4. Pursuant to these work schedules, the annual step increase will be paid on whichever step increase date is closer to the date of the regular appointed position or promotion.

D. **OUTSIDE EXPERIENCE**

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

E. LONGEVITY

1. The longevity bonus of two hundred fifty dollars (\$250) prorated for qualifying employees shall be discontinued. All employees who have completed eleven (11) years or more of service as full-time employees of the Board shall receive two hundred fifty dollars (\$250) added pay to be paid bi-weekly.
2. When an employee transfers from another Board of Education bargaining unit, via promotion or entry level assignment, into the Union's bargaining unit, he/she shall retain Board years of service credits for longevity benefits.
3. In appreciation for services to the Board, a late December bonus of one hundred fifty dollars (\$150) per year shall be paid annually by the Board 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.

F. COMPUTATION OF SALARIES UPON RETURN FROM LEAVE OF ABSENCE OR RESIGNATION

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

2. Members returning from leaves of absence following one or more years from the commencement of the leave will be paid a salary to be computed as follows:
  - a. If the member had been employed in an entry level position prior to the original leave date, her/his salary upon return from leave will be the minimum of entry level plus one earned step increase for each year of prior service.
  - b. Subject to Article XIX, Leave Policy, Section E, Return from Leave, if the member had been employed in a promoted position prior to the original leave date, her/his salary upon return from leave will be the salary she/he was receiving when she/he left plus any salary adjustments due to negotiated salary increases but will not include any step increases for the leave period.
3. Members returning after resignation will be compensated at the current minimum salary for the classification to which they are returned, as deemed appropriate by the Board. Members shall be returned at the step level held prior to resignation but will not receive credit for step increases during their resignation. Longevity shall be included if applicable, but longevity credit shall not be granted during their resignation.

G. WAGE DIFFERENTIAL

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.

H. 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 follows:

Effective: July 1, 1994 - 3%  
July 1, 1995 - 3%  
July 1, 1996 - 3%

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.

I. WORKSHOP RATES

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



J. MILEAGE ALLOWANCE

1. The mileage rate of twenty-seven and one-half cents (27.5¢) per mile for a maximum of seven hundred (700) miles per calendar month per employee shall be effective March 1, 1992.
2. On request of the bargaining unit or Board representatives, the parties will meet on or after July 1, 1994 to review the standard mileage rate for the Internal Revenue Service and rates paid by surrounding school districts in the tri-county area. A determination will then be made regarding the modification of reimbursement for mileage.

K. PERSONAL PROPERTY LOSS

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

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

L. UPON RETIREMENT - PAYMENT OF UNUSED SICK LEAVE DAYS

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.

M. 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.

**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 pages 21-23 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 Board 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 Board finds that a designated hospital could have been used.
2. The Board 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 Board of Education.

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 coverage 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.

e. **Hospital Pre-Certification Program:**

A hospital pre-certification program will be implemented. Under this program, all nonemergency 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 Board and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the Board, may each enrollment year at the time of the enrollment period, opt out from Board coverage and for said enrollment year receive a \$900 payment from the Board as payment in full. Once an employee opts out for a given year, the employee will not be able to receive the Board's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternate coverage. If the employee returns to the Board'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 Board 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 Board 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.
- 4. **Optical Insurance:** The Board agrees to provide full-family optical, effective January 1, 1987. Carrier/carriers will be selected by the Board.
- 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 Board shall provide one thousand dollars (\$1,000) life insurance for employees who have retired subsequent to July 1, 1986.
- 6. **Weekly Indemnity - Not Board 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 Board 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 Board Sponsored**

The Board 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)**

**Downtown**

Mayberry Medical Clinic  
1320 Wilkins Central

Detroit Industrial Clinic  
60 W. Hancock,

Virginia Park Medical Center  
8500 14th Street

**Northeast**

Mayberry Medical Clinic  
8220 E. McNichols

Motor City Medical Center P.C.  
4825 E. McNichols

**Northwest**

Detroit Industrial Clinic, Northwest  
20755 Greenfield Rd., Southfield

First Care Detroit  
20720 Plymouth

Mayberry Medical Clinic  
8830 W. McNichols

Northwest General Industrial Clinic  
8741 W. Chicago

Southwest

Mayberry Medical Clinic  
901 W. Grand Blvd.

Suburban North

Detroit Industrial Clinic  
(Call for nearest location) 569-5144

Suburban West

Detroit Industrial Clinic  
(Call for nearest location) 569-5144

Designated Hospitals (Emergency Only)

Detroit Riverview Hospital EMERGENCY ONLY  
7733 E. Jefferson

Doctors Hospital - EMERGENCY ONLY  
2730 E. Jefferson

Grace Hospital, Northwest Unit - EMERGENCY ONLY  
6071 W. Outer Drive

Harper Hospital - EMERGENCY ONLY  
3990 John R.

Hutzel Hospital - EMERGENCY ONLY  
4707 E. St. Antoine

Michigan Osteopathic Hospital - EMERGENCY ONLY  
2700 Martin Luther King

Providence Hospital - EMERGENCY ONLY  
16001 W. Nine Mile Rd., South field

Samaritan Health Center - EMERGENCY ONLY  
5555 Conner Ave.

Saratoga Community Hospital - EMERGENCY ONLY  
15000 Gratiot Ave.

St. Johns Hospital - EMERGENCY ONLY  
22101 Moross

Sinai Hospital - EMERGENCY ONLY  
6767 W. Outer Drive

**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. Vacation credits shall accrue at the following rates:

<u>Years of Service</u>	<u>Rate Per 2 Weeks of Service</u>	<u>Not to Exceed 52 Weeks of Service*</u>
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*		

\*Prorated for less than fifty-two (52) weeks of service. One (1) additional day for each year of service beyond twenty (20) years, not to exceed twenty-five (25) days in any fiscal year.

2. **Bonus for Unused Illness Days:** Effective July 1, 1978, twelve (12) month employees in the bargaining unit with fifteen (15) or more years of seniority or two hundred (200) days in the sick bank will be eligible for bonus vacation days based upon unused sick leave in the following manner:

- a. If at the end of the fiscal year the employee has fourteen (14) or more unused sick days in her/his sick bank for that fiscal year, she/he shall

receive three (3) additional vacation days with pay.

- b. If at the end of the fiscal year the employee has twelve (12) or thirteen (13) unused sick days in her/his sick bank for that fiscal year, she/he shall receive two (2) additional vacation days with pay.
- c. If at the end of the fiscal year the employee has nine (9), ten (10) or eleven (11) unused sick days in her/his sick bank for that fiscal year, she/he shall receive one (1) additional vacation day with pay. All calculations shall be made on June 30 of any subsequent fiscal year. All days earned between July 1 and June 30, shall be used only after June 30 of that fiscal year. Ten (10) and eleven (11) month employees shall be eligible for additional off-days in the same manner as described above.

- 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 Board. 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 Office of Finance. The decision of the Office of Finance with respect to such cases shall be final unless it is shown that the decision of the Office of Finance, 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 Office of Support Staff Personnel, Division of Human Resources.
  - 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 Board's bargaining unit via promotion or entry level assignment into the Union's bargaining unit, she/he shall retain Board 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 Board 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.

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 Board.
  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 Board of Education and/or specially funded workshops are held after regular working hours, the assigned secretary shall handle all clerical duties associated with the workshop.
- D. Employees not covered by this Agreement shall not displace employees covered by this Agreement by performing work normally performed by such employees.
- E. The Board, 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 Board 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. **Allocation Code:**
1. An Allocation Code Committee shall be created which is composed of three (3) members selected by the Board and three (3) members selected by the Union. The first organizational meeting shall be held no later than sixty (60) days after approval of this Agreement.
  2. The Committee shall review schools with enrollments of 500 or more having one clerical assigned and make a recommendation concerning additional staff.



3. The report shall be prepared by the Committee and presented to the General Superintendent no later than June 30, 1994, detailing the Committee's findings and recommendations.

H. CLERICAL ALLOCATION CODE IN SCHOOLS AND ADMINISTRATIVE OFFICES

1. Elementary Schools

- a. Service to be granted on the following basis:

<u>Enrollment</u>	<u>Service</u>
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:

<u>Lunches Served</u>	<u>Enrollment Credit</u>
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 Area Superintendent based on other related factors.

2. Middle Schools

- a. Service to be granted on the following basis:

<u>Enrollment</u>	<u>Service*</u>
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:

\*Stated service includes assigned Bookkeepers.

- (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 Board'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 Area Superintendent based on other related factors.

3. **Senior High Schools**

- a. Service to be granted on the following basis:

<u>Enrollment</u>	<u>Service*</u>
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 Board'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 Area Superintendent 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
  6. Area Offices Clerical pools shall be established in each Area Office.

**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 General Superintendent or designee and representatives of DAEOE upon request of either party.

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

**A. Probationary Employees**

1. A newly appointed employee shall be considered a probationary employee for a period of six (6) months.
2. At the end of three (3) months, the administrator shall issue a preliminary report to the probationary employee regarding her/his job performance. Areas for improvement, if any, shall be noted along with recommendations and available assistance.
3. Before the administrator files the probationary evaluation form, the administrator shall hold a conference with the probationary employee to discuss the evaluation form, supplying the employee a copy of the form.
4. If the employee is rated unsatisfactory, she/he shall be released.

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

- A. All vacant positions which must be filled according to the terms of this Agreement shall be filled by the Office of Support Staff Personnel, Division of Human Resources, not later than six (6) weeks following verification of the vacancy.
- B. Any testing and placement in respect to any vacant position shall be administered by the Office of Support Staff Personnel, Division of Human Resources.
- C. The Board shall not reduce the promotional classification level of a vacant position without discussion with and approval of the Union.
- D. Evening School, Summer School, and Summer Special Projects:
1. Only classifications covered by this Agreement shall be used in filling vacant clerical positions.
  2. Regular appointed, full-time employees shall receive placement preference over ESRP's.

E. Notice of each vacancy for Level III and IV positions shall be posted, on the hot line, for not less than seven (7) days during which time all employees desiring to be considered for the position must file their request for transfer. Priority in filling such vacancies shall be as follows:

1. From forced transfers.
2. From leaves of absence.

Administrators have the right to select from transfer requests and/or eligibility pools.

**ARTICLE XI - TRANSFER POLICY**

- A. All transfers shall be handled through the Office of Support Staff Personnel, Division of Human Resources.
- B. All regularly appointed, full-time Board employees may request a transfer by filing Form 4232 with the Office of Support Staff Personnel after the satisfactory completion of the probationary period. The usual procedure is to submit the transfer request to the immediate administrator, however, it may be sent directly to the Office of Support Staff Personnel as a confidential document containing only the signature of the employee.
- C. The employee shall remain in any new position for a period of one (1) year before being eligible to apply for another transfer, unless conditions prevail where a change would be in the best interests of the Board and the employee.

- D. All transfer requests must be renewed January 1 of each year.
- E. Employees who have requested transfers shall be given preference over new appointments to available Level I and II vacancies within their same classification to the extent that such preference is consistent with existing Board policy.
- F. If more than one employee requests a transfer to the same vacancy or new position, the Board shall weigh seniority in classification, skills, experience and other related factors consistent with existing Board policy.
- G. All transfers shall be handled through the Office of Support Staff Personnel, and employees may request transfers to any area of the city regardless of their current work location.
- H. Except where conditions arise beyond the Board's control, employees shall be given a minimum of five (5) working days notice before forced transfer due to reduction in service per allocation codes or other circumstances. Seniority rights will be respected consistent with the Board's policy to balance staff.
- I. Employees forced to transfer due to reduction in service per allocation code or other circumstances shall be given more than one (1) choice of work location whenever possible. Following such forced transfer, subsequent voluntary transfer shall not be precluded by a minimum time requirement.



- J. Employees who have been forced to transfer due to reduction in service per allocation codes or other circumstances shall have priority to return to their work locations if a vacancy occurs consistent with the Board's policy to balance staff, provided such a request is on file.
- K. Employees whose requests for transfer have not been implemented for three (3) consecutive years may submit a written request for explanation no later than February 1. The written explanation will be provided within thirty (30) days following receipt of request.

**ARTICLE XII - REVIEW COMMITTEE**

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

**ARTICLE XIII - PROMOTIONS**

- A. All promotional positions shall be announced in all work locations.
- B. All promotions shall be made through the Office of Support Staff Personnel, Division of Human Resources in the following order:
  - 1. From forced transfers (reassignments)
  - 2. From transfer requests on file
  - 3. From eligibility lists

- C. "Acting" status may be utilized in accordance with the provisions of Article XIII.
- D. Unsuccessful candidates for promotion - See Letter of Understanding in this Agreement.
- E. 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.
- F. The employer shall distribute notices of openings for all Clerical Series Levels III, IV and Technical Series Levels I, II, III, and IV positions including newly created positions. Positions shall be posted for not less than seven (7) days during which time all employees desiring consideration may submit their written requests. During the summer, notices shall be on the hotline.

**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.

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; TRAINING; ERGONOMICS**

- A. Personnel records are confidential and are carefully guarded in the interest of the individual employee. Although they are primarily for administrative and supervisory use, in accordance with the restrictions contained in Michigan's "Employee Right to Know Act", they are accessible, with the exceptions noted below, to the individual employees concerned.
- B. The individual employee may examine her/his own record with the Superintendent or his designee. The exceptions include the tests and reports from the following sources: the Board 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. Before an employee is rated unsatisfactory in job performance, the administrator shall meet with the employee at least one (1) month before the rating is submitted to put

the employee on notice that her/his job performance is unsatisfactory and to discuss with her/him ways in which she/he can improve. A summary of the conference shall be put in writing by both the administrator and the employee. Copies shall be exchanged.

- H. If the efforts of the administrator and employee fail to raise the employee's job performance to a satisfactory level, the administrator shall file an Unsatisfactory Rating Form following a complete discussion of the form with the employee. The Unsatisfactory Rating Form shall be filed with the Area Superintendent or Division Head and, if approved, shall be forwarded to the Office of Support Staff Personnel, Division of Management Effectiveness, of the Board. The employee involved shall be furnished a copy of the unsatisfactory rating.
- I. The Area Superintendent or Division Head shall schedule a hearing to include the administrator who initiated the unsatisfactory rating, the employee rated unsatisfactory, a Union representative if requested by the employee and such other administrators deemed necessary.
- J. An unsatisfactory employee shall have the opportunity to be transferred to a comparable position and given an opportunity for six (6) months to bring her/his work to a satisfactory condition, providing this is her/his first such rating. If her/his services are rated satisfactory at the end of ninety (90) calendar days, she/he shall be retained

in her/his position. If the employee is rated unsatisfactory, the Area Superintendent or Division Head will schedule another hearing and the recommendation will be made to the Deputy Superintendent, Division of Management Effectiveness.

- K. 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.
- L. No employee shall be discharged or disciplined unjustly.
- M. In the event a complaint or charge is made by any person or group not employed by the Board, 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 Board 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.
- N. The employer shall evaluate employees at least once a year using Form 4271. Such evaluations shall be discussed in a conference between the employee and his/her supervisor.



Following the evaluation, the employee is provided a copy of Form 4271. This process is to be completed not later than May 1. If the employee is rated unsatisfactory, the conditions set forth in Article XV shall prevail.

The Board will consult with the Union in the development of the Evaluation Form.

O. **TRAINING:**

Following settlement of this agreement, the Board will conduct a system-wide assessment of the clerical staff to identify the needed skills related to their positions. The Board will develop and provide a training program or programs for clerical/technical employees to upgrade the skills identified in the assessment as needing improvement. The Union will be consulted.

P. **ERGONOMICS:**

A Technological Environment Committee shall be created, composed of three (3) members selected by the Union and three (3) members selected by the Board and a seventh (7th) member selected jointly by the Committee. The first organizational meeting shall be held no later than sixty (60) days after approval of this Agreement.

The Committee shall develop guidelines for the use of new VDT's and associated equipment according to ergonomic guidelines recommended by the manufacturer and competent authorities in the field of workplace ergonomics. The Committee shall be provided release

time for the purpose of on-site visitation(s) to study current workplace conditions and to assess the degree to which bargaining unit work stations meet reasonable ergonomic work standards.

A report shall be prepared by the Committee and presented to the General Superintendent no later than June 30, 1994, detailing the Committee's findings and recommendations.

#### **ARTICLE XVI - RESIDENCY**

Effective September 9, 1980, all members new to the bargaining unit must establish and maintain residency within the limits of the City of Detroit as a condition of employment.

#### **ARTICLE XVII - WORK STOPPAGE LAYOFFS**

- A. As the Board 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 Board in the event of a work stoppage by another bargaining unit or any other group of Board employees.
- B. In the event the Board deems it necessary to lay off employees covered by this Agreement due to a work stoppage by another bargaining unit or other group of Board 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 fifth (5th) day of a work stoppage by another bargaining unit.

**ARTICLE XVIII - STAFF REDUCTION**

- A. Except where conditions arise beyond the Board'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 Board 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 Board 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 Board 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 Board policy.
3. Sick leave shall accumulate in a single bank at the rate of seventeen (17) days per year for fifty-two (52) and forty-eight (48) week employees, and fifteen (15) days per year for forty-three (43) week employees, with a limit of two hundred (200) days. For the 1992-93 schools year only, an additional day will be added to the sick bank of

each bargaining unit employee for personal business purposes, if needed.

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. Such days will be rescheduled with employees being paid the pay period following.
  - 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 Statemandated 180 days for student attendance.
8. Absences resulting from work-related assaults shall not be charged against the sick leave bank even though the regular gross earnings of the employee shall be maintained.
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. 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 Board policies:

- a. An employee not able to return on Monday following two (2) weeks of absence of personal illness must have a medical examination by the Board Medical Examiner and present Form 431, Return to Employment, Physician's Certificate, completed by her/his own physician before returning to her/his assignment.
- b. After eleven (11) 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.

- c. In cases involving surgery, bone fractures, heart, thyroid, and nervous disorders, the employee must have the approval of the Board of Education 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 Board of Education 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 Board 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 Division of Management Effectiveness may require a medical examination by the Board of Education 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 Board of Education 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 Board of Education 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 Board of Education Medical Examiner.

1. 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 or non-relative living and making her/his home in the household of the employee.
- b. If the employee works on day of death, the days allowed do not include day of death but begin the first scheduled working day immediately following the day of death.
- c. If the day of death is a scheduled work day

and employee does not work on that day, the days allowed begin with and include the day of death.

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

3. **Personal Business With Pay**

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

- a. Absence for personal business which does not fall into presently designated categories but which cannot be conducted at any time not in conflict with the normal school working day.
- b. Request for approved absence with/without pay for reason of personal business shall not require detailed information as to reason for request. Such information is entirely voluntary.

- c. Absence for personal business beyond two (2) days means loss of pay.
- d. Personal business with pay days may not be used to extend a holiday.
- e. When an employee is absent due to personal business without pay on the day before and the day following a holiday, she/he loses pay for all three (3) days: the preceding day, the holiday, and the day following. However, if the employee is absent before or after the holiday, but not both, she/he would lose pay only for the day of her/his absence.

4. **Non-Illness Absences**

Certain non-illness absences may be charged to Sick Leave, but all such charges combined may not exceed a total of five (5) days in any one fiscal year. Two (2) of these five (5) days may be used for personal business which does not fall into the designated categories, but which cannot be conducted any other time because of conflict with the normal work day, otherwise, except as indicated in Section 3, absence for personal business beyond two (2) days means loss of pay. A letter must be submitted to the Chief 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 Division of Management Effectiveness.
  - (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 Board 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 Board 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 Board provisions as applicable for approved illness absence, Leave of Absence for Illness

(without pay because sick bank is exhausted), approved absence without pay, or Leave of Absence for Personal Business (except as specifically otherwise provided in 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 Board, 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 Board 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 Board 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 Board 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 Board Medical Examiner is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner as to her ability or disability for work, the employee may appeal

the decision under the following conditions:  
The Board Medical Office shall provide a list of at least three (3) appropriate specialists. The employee shall consult any one of 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 Division of Management Effectiveness may require a medical examination by the Board 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 Board of Education 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 Board.
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. System (Board of Education) 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 Board Medical Examiner. Return from illness leave can be effected as soon as approval of the employee's doctor and the Board 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

Board 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 Board 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 Board 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 Board'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 58.

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 Board employment for at least one (1) year.
3. An employee is required to notify the Division of Human Resources 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 Board 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 Board 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 58, 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 Board's discretion.

**ARTICLE XX - RESTORATION OF SICK LEAVE BANK**

At the end of the first year of successful re-employment by the Board and upon completion of each subsequent year of re-employment, 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 Board 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.
- C. **Early Retirement Incentive Plan**
  - 1. The parties agree to meet for the purpose of developing an early retirement plan which will be in compliance with the applicable state and federal laws. The plan shall include a provision whereby the Board will purchase up to five years of universal service time for individuals qualifying for retirement or may qualify with the purchase of the five years.
  - 2. It is the district's intention not to replace any of the positions vacated by ERIP participants but will remain in compliance with Article VII in the Agreement.

**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 Board 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 Board's procedures regarding jury duty shall be applicable to employees covered by this Agreement.

**ARTICLE XXIII - GRIEVANCE PROCEDURE**

A. A "grievance" for the purpose of this Agreement shall mean a complaint (1) that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that an employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees. As used in this Article, the term "employee" shall mean any member of the

bargaining unit and shall also mean a group of employees having the same grievance.

- B. Failure at any step of the following procedure to communicate the decision on a grievance within the specified time limit shall permit lodging an appeal at the next step of this procedure, within the time allotted, had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- C. Grievances shall be presented and adjusted in the following manner:
  - 1. A grievance may be lodged and thereafter discussed with the employee's immediate superior:
    - a. By an employee accompanied by a Union representative if the employee so requests, or
    - b. Through a Union representative if the employee so requests, or
    - c. By a Union representative in the name of the Union.
  - 2. No employee at any stage of the grievance procedure shall be required to meet with any administrator without Union representation if such representation is requested.

**STEP I**

In the event the grievance is not settled informally, then the employee shall, on her/his own, or through the Union office if the employee so requests, within ten (10) working days from the date the grievance first arose, submit the grievance in writing to her/his immediate superior and the

Union president. Said immediate superior shall issue a written reply to said grievance within five (5) working days after receipt of the grievance, with a copy to the Union president.

**STEP II**

In the event said grievance is not settled in Step I within ten (10) working days from the receipt of the answer of her/his immediate superior, then the employee shall on her/his own, or through the Union office if the employee so requests, within ten (10) working days, submit the grievance in writing to her/his Area Superintendent or Division Head, with copies to her/his immediate superior and the Union president. The Area Superintendent or Division Head shall schedule and conduct a hearing with the grievant within five (5) working days after receipt of the grievance. Within five (5) working days after the hearing, said Area Superintendent or Division Head shall issue a written reply to said grievance, with a copy to the Union President.

**STEP III**

Within five (5) working days after receiving the decision of the Area Superintendent or Division Head, the Union may appeal her/his decision to the General Superintendent. Official replies shall be made by the General Superintendent or designated representative to all such appeals made by the Union within five (5) working days of receipt of such appeals.

**STEP IV**

In the event the decision of the General Superintendent or designated representative does not resolve the grievance, the Union within ten (10) working days may appeal said decision to the Board. Within ten (10) working days of the appeal, the Union and the General Superintendent or designated representative shall present separate written reports to the Board containing the points of disagreement. A conference committee composed of Board representatives and Union representatives shall be established for the purpose of reaching an agreement and understanding.

**STEP V**

If the Union and the Board of Education are unable to reach a mutual agreement within twenty (20) working days, the Board or the Union may submit the grievance under this Agreement to advisory arbitration under the labor arbitration rules of the American Arbitration Association, the cost of the advisory arbitration to be divided equally between the Board and the Union. The arbitrator shall be selected according to the rules of the American Arbitration Association.

- D. If a grievance arises from the action of an authority higher than the immediate superior of the employee, or as otherwise provided in this Agreement, the Union may present such grievance at the appropriate step of the grievance procedure.

- E. Whenever the Board and the Union, by mutual agreement, determine that it is necessary for individuals to be involved in the grievance procedure during working hours, the individuals shall be excused with pay for that purpose.
- F. In the event an employee shall be disciplined, reprimanded, reduced in rank or compensation, suspended or discharged by the Board or any agent or representative thereof and believes she/he has been unjustly dealt with, such action shall constitute a case to be handled in accordance with this Grievance Procedure.
- G. If the employee prevails in such a grievance procedure, all records of such discipline, reprimand, reduction in rank or compensation, suspension or discharge shall be removed from her/his personnel file.

**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 Board 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.

**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 Board 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 Board 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 Board provides in these cases will be paid by the Union.

**ARTICLE XXVI - GENERAL**

- A. This Agreement is subject in all respects to the laws of the State of Michigan with respect to powers, rights, duties and obligations of the Board, the Union and employees in the bargaining unit. In the event any provision 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 an appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- B. The Board reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States except as limited by this Agreement. The Board agrees, however, that except as to those working

conditions incorporated in this Agreement (which may be changed only by mutual consent), no change in present working conditions which have been set forth in writing by (a) Proceedings of the Board of Education, (b) the Administrative Handbook and (c) the Teachers' Bulletin No. 4, shall be made effective without notification to the Union, and consultation with it respecting such proposed change; such notification will be given as far in advance of the effective date of any such proposed change as is reasonably possible, with the objective of affording the Union an opportunity, if it has objections to any such proposed change, to resolve such objections with the Board or its representatives before any such proposed change is made effective. However, the parties both recognize the possibility that emergency situations may arise in which prior notification and consultation are not feasible.

#### **ARTICLE XXVII - EMPOWERED SCHOOLS**

The Union recognizes the Board'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 - DURATION OF AGREEMENT**

The Board of Education and the Detroit Association of Educational Office Employees approve this Agreement reached on November 22, 1994.

This Agreement shall remain in full force and effect until June 30, 1997, 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: Detroit Association of  
Educational Office  
Employees, AFT Local 4168,  
AFL-CIO

Judith P. Hunter Pres.  
Ruby J. Newbold, Vice Pres.

FOR: The Board of Education for  
the School District of the  
City of Detroit, Michigan

Cheryl C. Williams  
Leik Sale

DATE: \_\_\_\_\_

Approved and adopted by action of the Board of Education on  
December 13, 1994.

By: Robert M. Boyce  
ROBERT M. BOYCE, PRESIDENT  
Board of Education

Kathleen Smith  
KATHLEEN, SMITH, Secretary  
of the Board

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

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

- S/ ROBERT M. BOYCE, At-Large,  
President
- S/ LAWRENCE C. PATRICK, At-Large,  
Vice President
- S/ KWAME KENYATTA, At-Large,
- S/ RODEANA MURPHY, At-Large,
- S/ MARY FAUST HAMMONS, District 1
- S/ JUAN JOSE' MARTINEZ, District 2
- S/ IRMA CLARK, District 3
- S/ BEN W. WASHBURN, District 4
- S/ MARGARET L. BETTS, M.D., District 5
- S/ ALEXANDER C. WRIGHT, JR., District 6
- S/ APRIL HOWARD COLEMAN, District
- S/ DAVID L. SNEAD, Ph.D.,  
General Superintendent
- S/ KATHLEEN SMITH,  
Secretary of the Board
- S/ CHARLES L. WELLS III, ESQ.  
Executive Director, Labor Affairs
- S/ DENNIS J. MAKULSKI  
Assistant Director, Labor Affairs

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

S/ JUDITH R. HUNTER\*  
President and Spokesperson

S/ RUBY J. NEWBOLD\*  
Vice President and Alternate Spokesperson

LUGENIA MANSON\*  
Secretary and Recorder

SAUNDRA HARRIS\*  
Treasurer

MEREDITH BENNETT\*  
Chief Steward

ORENE HALL  
ROSA JOHNSON  
JOYCE KUSHMAR  
E'LOIS MOORE  
MAMIE SINGLETON  
LINDA TALBOT\*  
CHERYL TODD

KATHY DAVISON\*

\*Negotiating Team

APPENDIX "A"

DETROIT PUBLIC SCHOOLS  
 1994-95 Salary Schedule F  
 Detroit Association of Educational Office Employees  
 Clerical Series

+3%  
Rates Effective 07/01/94

Pay Class Code	Position Code	Description	Step	Daily Rates	Biweekly Rates	43 Weeks	Annual Rates 52 Week
F010 (1)		Clerical Series - Level I	1	\$63.3502	\$633.50	\$13,620	\$16,516
			2	65.5287	655.29	14,089	17,084
			3	67.7069	677.07	14,557	17,652
F500	Various	ESRP Series - Level	4	69.8851	698.85	15,025	18,220
F600			5	72.0632	720.63	15,494	18,788
F700		ESRP Ext. Work Series - Level I	6	74.2418	742.42	15,962	19,356
			7	76.4199	764.20	16,430	19,924
			8	78.5982	785.98	16,899	20,492
		Level I	9	80.7766	807.77	17,367	21,060

Note (1) Steps 1 & 2 only



DETROIT PUBLIC SCHOOLS  
1994-95 Salary Schedule F  
Detroit Association of Educational Office Employees  
Clerical Series

+3%  
Rates Effective 07/01/94

Pay Class Code	Position Code	Description	Step	Daily Rates	Biweekly Rates	43 Weeks	Annual Rates 52 Week
F020		Clerical Series - Level II	1	\$65.7782	\$657.78	\$14,142	\$17,149
			2	68.7761	687.76	14,787	17,931
			3	71.7736	717.74	15,431	18,712
F510		ESRP Series - Level II	4	74.7713	747.71	16,076	19,494
F610	Various	ESRP Ext. Work Series - Level II	5	77.7690	777.69	16,720	20,275
			6	80.7667	807.67	17,365	21,057
F710		Extended Work Series - Level II	7	83.7643	837.64	18,009	21,839
			8	86.7618	867.62	18,654	22,620
			9	89.7597	897.60	19,298	23,402
			10	92.7573	927.57	19,943	24,183
			11	95.7550	957.55	20,587	24,965
			12	98.7525	987.53	21,232	25,746

Note (1) Steps 1 & 2 only

DETROIT PUBLIC SCHOOLS  
1994-95 Salary Schedule F  
Detroit Association of Educational Office Employees  
Clerical Series

+3%  
Rates Effective 07/01/94

Pay Class Code	Position Code	Description	Step	Daily Rates	Biweekly Rates	Annual Rates	
						43 Weeks	52 Week
F030 (1)	Various	Clerical Series - Level III	1	\$99.8818	\$998.82	\$21,475	\$26,041
			2	102.8544	1,028.54	22,114	26,816
			3	105.8272	1,058.27	22,753	27,591
F720 (1)	Various	Extended Work Series - Level III	4	108.8000	1,088.00	23,392	28,366
			5	111.7727	1,117.73	24,031	29,141
			6	114.7450	1,147.45	24,670	29,916
			7	117.7178	1,177.18	25,309	30,691
F040 (1)	Various	Clerical Series - Level IV	1	\$119.2369	\$1,192.37	\$25,636	\$31,087
			2	122.2344	1,222.34	26,280	31,868
			3	125.2319	1,252.32	26,925	32,650
			4	128.2298	1,282.30	27,569	33,431
F730 (1)	Various	Extended Work Series - Level IV	5	131.2274	1,312.27	28,214	34,213
			6	134.2250	1,342.25	28,858	34,994
			7	137.2226	1,372.23	29,503	35,776
			8	140.2204	1,402.20	30,147	36,557
			9	143.2181	1,432.18	30,792	37,339

Note (1) 43 Week Annuals

DETROIT PUBLIC SCHOOLS  
 1994-95 Salary Schedule F  
 Detroit Association of Educational Office Employees  
 Storekeeper Series

+3%  
 Rates Effective 07/01/94

Pay Class Code	Position Code	Description	Step	Daily Rates	Biweekly Rates	Annual Rates 52 Weeks
			1	\$91.2783	\$912.78	\$23,798
			2	93.9064	939.06	24,483
			3	96.5343	965.34	25,168
			4	99.1624	991.62	25,853
			5	101.7903	1,017.90	26,538
			6	104.4182	1,044.18	27,223
			7	107.0462	1,070.46	27,908
			8	109.6742	1,096.74	28,594
			9	112.3020	1,123.02	29,279
			10	114.9300	1,149.30	29,964
			11	117.5580	1,175.58	30,649
			12	120.1858	1,201.86	31,334
			13	122.8140	1,228.14	32,019
			14	125.4419	1,254.42	32,704
			15	128.0697	1,280.70	33,390
F400	Various	Storekeeper Series - Level I				
F410	248	Storekeeper Series - Extended Work				

DETROIT PUBLIC SCHOOLS  
 1994-95 Salary Schedule F  
 Detroit Association of Educational Office Employees  
 Technical Series

+3%  
 Rates Effective 07/01/94

Pay Class Code	Position Code	Description	Step	Daily Rates	Biweekly Rates	Annual Rates 52 Weeks
(1) F200	Various	Technical Series - Level I	1	\$98.3579	\$983.58	\$25,643
			2	100.1364	1,001.36	26,107
			3	101.9153	1,019.15	26,571
			4	103.6940	1,036.94	27,034
			5	105.4724	1,054.72	27,498
			6	107.2611	1,072.61	27,964
(1) F210	Various	Technical Series - Level II	1	\$106.0519	\$1,060.52	\$27,649
			2	109.4045	1,094.05	28,523
			3	112.7568	1,127.57	29,397
			4	116.1091	1,161.09	30,271
			5	119.4616	1,194.62	31,145
			6	122.8140	1,228.14	32,019
			7	126.1664	1,261.66	32,893
			8	129.5186	1,295.19	33,767
			9	132.8711	1,328.71	34,641
			10	136.2434	1,362.43	35,521

Note (1) These classifications are eligible for shift differential as follows:  
 Second Shift (Pay Class Code 2820, Position Code 498) 30 cents hourly;  
 Third Shift (Pay Class Code 2830, Position Code 499) 35 cents hourly.

DETROIT PUBLIC SCHOOLS  
 1994-95 Salary Schedule F  
 Detroit Association of Educational Office Employees  
 Technical Series

+3%  
 Rates Effective 07/01/94

Pay Class Code	Position Code	Description	Step	Daily Rates	Biweekly Rates	Annual Rates 52 Weeks
(1) F220	Various	Technical Series - Level III	1	\$128.9691	\$1,289.69	\$33,624
			2	133.5606	1,335.61	34,821
			3	138.1520	1,381.52	36,018
			4	142.7434	1,427.43	37,215
			5	147.3348	1,473.35	38,412
			6	151.9263	1,519.26	39,609
			7	156.5176	1,565.18	40,806
			8	161.1092	1,611.09	42,003
			9	165.7004	1,657.00	43,200
			10	170.2921	1,702.92	44,398
			11	174.9083	1,749.08	45,601
(1) F230	Various	Technical Series - Level IV	1	\$191.0659	\$1,910.66	\$49,814
			2	194.2333	1,942.33	50,639
			3	197.4008	1,974.01	51,465
			4	200.5685	2,005.69	52,291
			5	203.7459	2,037.46	53,119

Note (1) These classifications are eligible for shift differential as follows:  
 Second Shift (Pay Class Code 2820, Position Code 498) 30 cents hourly;  
 Third Shift (Pay Class Code 2830, Position Code 499) 35 cents hourly.

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

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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 BKKR. COORD. I  
1370 154 BKKR. 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

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LEVEL IV - F040

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

LEVEL IV - F730

EXT. WORK SERIES OF LEVEL IV

EXT, WORK SERIES OF LEVEL II  
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  
      107 PURCHASES AGENT  
          TRAINEE  
      254 EQUIPMENT TECH.  
          TRAINEE

LEVEL II - F210

1670 337 D.P. EQUIP. OPER. SR.  
1689 335 D.P. EQUIP. OPER.  
1850 566 D.P. PROGMR., JR.  
1980 349 PURCH. AGENT, JR.

LEVEL III - F220

1660 136 D.P. EQUIP. OPER.  
          PRIN.  
1840 578 D.P. PROG., INTERM.  
1860 567 D.P. PROG., SR.  
1970 348 PURCHASES AGENT  
          INTERMEDIATE  
2000 354 PURCH. AGENT SR.  
2610 247 EQUIP. TECH. SR.  
          ASST.

LEVEL IV - F230

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

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 E.

**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, area offices, high schools, vocational/technical centers and other large operations within the school system, without consideration of the administrator's job classification/title.

**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  
Purchases Agent Trainee

**Technical Series - Level II** (junior)

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

**Technical Series - Level III** (senior)

Includes: Purchases Agent -- Intermediate; Senior  
Data Processing Programmer -- Intermediate; Senior  
Equipment Technician -- Senior Assistant  
Principal Data Processing Equipment Operator

**Technical Series - Level IV** (principal)

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

**Technical Series - Level I** (trainees)

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

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

**Technical Series - Level** (junior)

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

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

**Technical Series - Level III** (senior)

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

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

**Technical Series - Level IV** (principal)

Job announcement to be posted.

