

7164

8/31/91

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 FEDERATION OF TEACHERS
LOCAL 231, AFT
AFL-CIO**

(ASSISTANT ATTENDANCE OFFICERS)

September 1, 1988 - August 31, 1991

Detroit Public Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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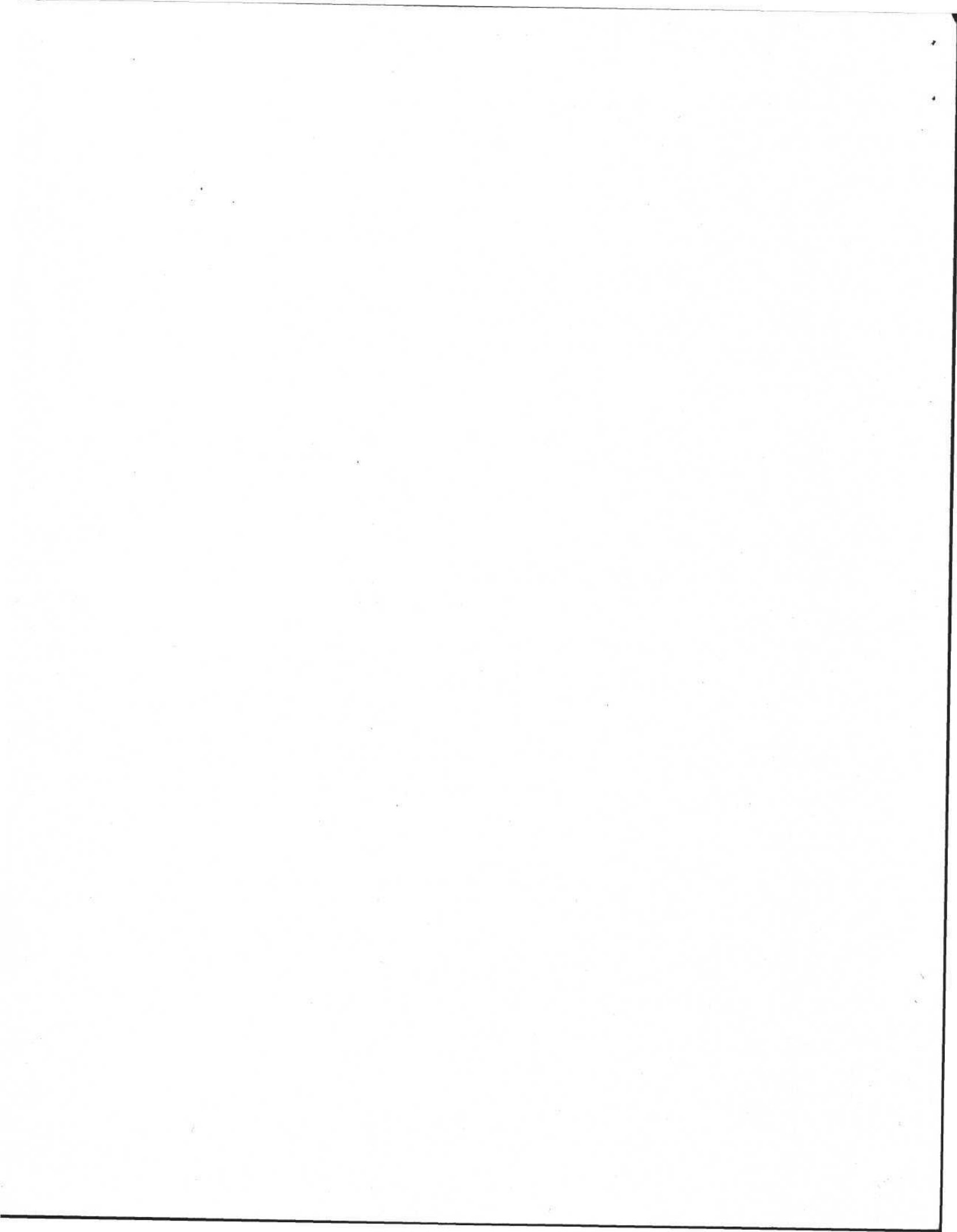
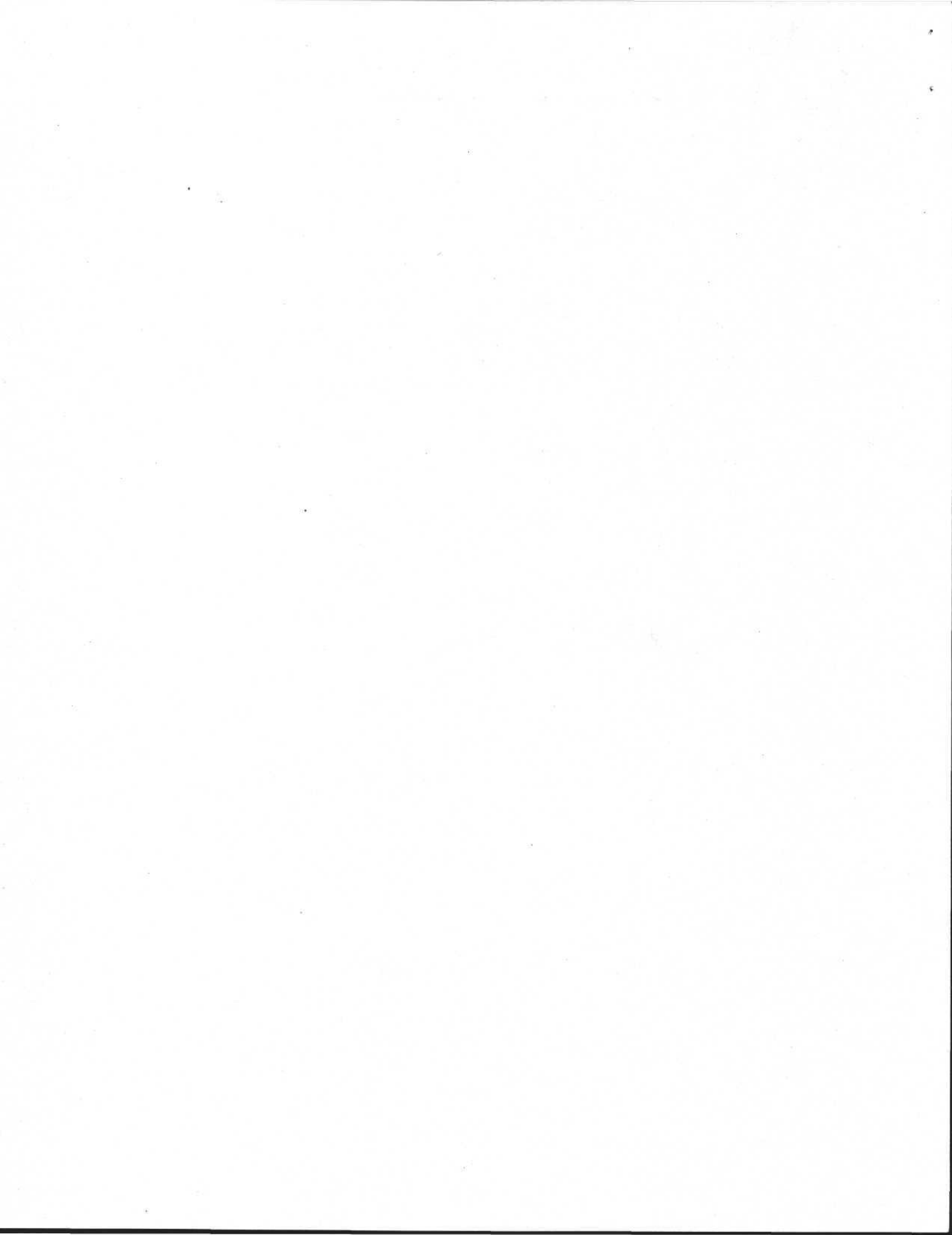


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PREAMBLE

Agreement made effective September 1, 1988, by and between THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DETROIT, hereinafter called "the Board", and the DETROIT FEDERATION OF TEACHERS, affiliated with the MICHIGAN FEDERATION OF TEACHERS and the AMERICAN FEDERATION OF TEACHERS, AFL-CIO, hereinafter called "the Union".

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

WHEREAS, the Board and the Union believe in the importance of schools as an agency for the preservation and extension of our democracy; and

WHEREAS, the Board and the Union are mutually committed to the human rights and dignities of all, and to policies and programs of racial integration and desegregation as being necessary to good education, good management, and good government; and

WHEREAS, the parties to this Agreement are mutually committed to the necessity of equal educational opportunity for all pupils of the Detroit Public School System with no exclusion from any program on the basis of race, religion, creed, social or economic status; and

WHEREAS, the parties to this Agreement believe that the best interests of public education will be served by established procedures for bargaining with the Assistant Attendance Officer representatives on matters of common concern and for providing

orderly channels for appeals should any differences not be resolved; and

WHEREAS, the Union has been duly elected by a majority of Assistant Attendance Officers as the exclusive representative of Assistant Attendance Officers for the purpose of dealing with the Board on matters of Assistant Attendance Officer concerns; and

WHEREAS, the laws of the State of Michigan authorize collective bargaining for public employees and authorize public employers to enter into collective bargaining agreements with the representatives of their employees; and

WHEREAS, the parties desire to incorporate their agreements and certain matters into a formal contract and believe that such action is in the best interest of community, children, school system and Assistant Attendance Officers;

THEREFORE, the parties agree as follows;

ARTICLE I - RECOGNITION

The Board recognizes the Union as the sole exclusive bargaining representative for all full-time and part-time Assistant Attendance Officers.

ARTICLE II - RESIDENCY

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 III - WORKING RULES

The Board shall establish reasonable working rules based upon the Reference and Procedure Guide for Assistant Attendance Officers (1972). The Board agrees that before it publishes the rules, it will give the Union reasonable advance notice, and upon request of the Union will discuss the rules with the Union and give consideration to the Union's objections, if any.

ARTICLE IV - PROHIBITION AGAINST STRIKES

There shall not be any strike action of any type engaged in or encouraged by the Union or its affiliated local unions during the life of this Agreement.

ARTICLE V - UNION MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEES

1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within sixty (60) days of the effective date of this Agreement (as to present employees), or within sixty (60) days of their date of hire (as to future employees), become members, or in the alternative, shall as a continuing condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members of the Union.
2. 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 his/her services shall be discontinued at the end of sixty (60) days, and shall dismiss said employee accordingly.

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. 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.
6. 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.
7. The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount for the payment of Union dues or Agency Shop service fees. Check-off authorizations for Union dues or Agency Shop service fees which were executed prior to the execution of this Agreement shall remain in full force and effect.

Check-off 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 deduction was made and the reason therefore, shall be forwarded to the Union office not later than thirty (30) days after such deductions were made. Employees who have not authorized check-off of Union dues or Agency Shop service fees may pay such dues or fees semi-annually, in advance, directly to the Union, not later than thirty (30) days after the employee's first work day each semester.

8. The Board shall inform all present employees within thirty (30) days of the opening of the school year, and future employees and employees returning from leave within thirty (30) days of hire or return, of their obligations under this section, provided that the failure of the Board to so inform shall not be a defense to any employee who has failed to comply with the provisions of this section. The Board shall continue to notify the Union of all new hires, and returns from absence, leave or separations.

ARTICLE VI - FAIR PRACTICES

- A. In accord with Board policy, no person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, or

membership in, or association with the activities of the Union.

- B. In accord with its Constitution, the Union will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status.
- C. The Union and the Board agree to continue to work affirmatively in implementing their mutual objective of effective integration of faculties and student bodies in all Detroit Schools.

ARTICLE VII - INFORMATION

The Board shall make available to the Union upon its reasonable request any and all available information, statistics, and records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. Information as required by PERA shall be available to the Union upon request.

An exchange of memos will cover agreements reached with the Office of Labor Affairs, the Union and the Board's Payroll Department to avoid problems with records and deductions.

A roster of names of bargaining unit members, including amount of seniority, shall be provided to the Union and shall be regularly updated.

Once each year, beginning approximately February 15, the Board shall submit to the Union Office a profile of each member of the bargaining unit which shall include the name, file number, social security number, school location, sex, race, age, degrees,

and salary schedule step. To the extent permitted by the Board's data processing system, this profile will be categorized alphabetically and by area.

ARTICLE VIII - PROMOTIONS

Each Assistant Attendance Officer who submits evidence to the Office of Personnel of having earned a B.A. degree and who successfully completes the regular personnel interviewing process shall be placed on the Attendance Agent eligibility list.

ARTICLE IX - SENIORITY

1. Seniority in the unit means total accumulated assignment service in this bargaining unit since the most recent date of hire.

Seniority shall also accrue while an employee is on professional service and approved military service leave.

2. Employees appointed to regular positions in the unit shall be considered probationary employees for the first 60 calendar days of employment. When an employee has satisfactorily completed the probationary period, he shall be entered on the seniority list of the unit and shall rank, for seniority purposes, from the effective date of his appointment. There shall be no seniority among probationary employees.
3. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay,

wages, hours of employment and other conditions of employment, except employees discharged and/or disciplined for other than Union activity. Due process rights shall be provided.

4. The President of the Assistant Attendance Officers shall be considered by reason of his/her position to have top (super seniority) for purpose of lay-off.

ARTICLE X - TRANSFER

1. Assistant Attendance Officers may request a transfer and the same may be acted upon consistent with availability of positions. Assistant Attendance Officers who wish to change the location of their assignment may apply for a transfer by filing Personnel Form 4232. The transfer form should be submitted to the principal. The request must be renewed annually if the individual wishes to have the request continue to be considered.
2. An Assistant Attendance Officer's system-wide seniority shall govern when a transfer to a new position is necessary due to de-funding of his/her present position.

ARTICLE XI - LAY-OFF AND RECALL

1. Lay-off means reduction in the working force due to a decrease in work or lack of funds.
2. If it becomes necessary for a lay-off, the following procedure will be used:

- a. Probationary employees first.
 - b. Other employees will be laid off in inverse order of system-wide seniority.
3. An Assistant Attendance Officer will receive a two-week notice prior to the close-out of his/her position at a given school. In emergency situations beyond the control of the Board of Education, except emergency weather conditions, Assistant Attendance Officers will receive at least two calendar days' notice of lay-off.
 4. Recall - Assistant Attendance Officers shall be recalled in reverse order of lay-off with the person having the greatest system-wide seniority being given first opportunity of recall.
 5. Notification on recall shall be:
 - a. by telephone first
 - b. by certified or registered mail if there is no answer by phone. Positions will be held for a response for ten (10) calendar days from the date of sending the letter.

ARTICLE XII - EMPLOYMENT PRACTICES

- A. Employment will be determined in accordance with specific job openings, local school needs, skills of the persons employed, and in accordance with Board of Education personnel policies, project employment requirements, job qualifications, and specifications.

- B. New employees will be hired at the starting rate and are defined as employees who have not previously been employed by the Board of Education as Assistant Attendance Officers as identified in the Recognition clause.
- C. The local school or work location will keep attendance records for each Assistant Attendance Officer. This information will be made available for the Assistant Attendance Officer's personal information and shall be maintained by the local school administrator or administrator-in-charge at the work location and filed with the employee's evaluation.
- D. The continued employment of any employee covered by this Agreement is contingent upon continued allocations for that position. It is intended that all satisfactory Assistant Attendance Officers who are assigned at the close of the school year shall be re-assigned to the program at the beginning of the next school year if their positions have been continued and funded.
- E. The Area Personnel Committee, in meeting to consider applicants for any open position, shall give preference to all eligible released Assistant Attendance Officers.
- F. In the event summer assignments in the area of attendance are available, Assistant Attendance Officers who are regularly assigned to a school or work location shall have preference.

ARTICLE XIII - DISCIPLINARY PROCEDURES

- A. Both parties recognize and acknowledge the responsibility of the Board of Education to maintain discipline and its right to invoke progressive disciplinary measures when applicable in the case of misconduct. The Union may exercise its rights to process grievances concerning such matters in accordance with Article XXVIII.
- B. The Assistant Attendance Officer will 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 - is contemplated, and shall be entitled to have Union representation.
- C. No employee shall be discharged or disciplined unjustly.

ARTICLE XIV - EVALUATION

A. Records and Files

Personnel records shall continue to be confidential and carefully guarded in the interest of the individual employee. They are accessible, with the exceptions noted below, to the individual employee concerned.

The individual employee may examine his/her 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 or promotion processes, placement bureaus and former employers.

No official report nor any derogatory statement about an Assistant Attendance Officer shall be filed by an administrator or supervisor unless the Assistant Attendance Officer is sent a dated copy at the same time. The Assistant Attendance Officer 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 Assistant Attendance Officer's official personnel file.

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

- B. Before an Assistant Attendance Officer is rated unsatisfactory in job performance, the following steps shall have been taken:
1. The principal, assistant principal, or administrator from the Attendance Department shall have observed the Assistant Attendance Officer's job performance at least twice.
 2. A conference between the Assistant Attendance Officer and at least one administrator as named above shall be held, upon completion of the observations, to put the Assistant Attendance Officer on notice that his/her work is unsatisfactory, to discuss means for improvement, and to indicate what administrative assistance will be provided. Notice of such conference,

its purpose, and the Assistant Attendance Officer's right to Union representation shall be given in advance in writing.

Subsequent to the meeting, the administrator and the Assistant Attendance Officer shall each summarize the conference in writing and exchange copies.

- C. No sooner than ten (10) school days after the conference, the administrator shall confer with the Assistant Attendance Officer and file a report on Form 4208, reviewing the Assistant Attendance Officer's performance since the initial conference. If the report is unsatisfactory, the Assistant Attendance Officer will be terminated after two (2) days' notice.

ARTICLE XV - HOLIDAYS

All regular employees covered by this Agreement shall be paid for the following holidays: Labor Day, Veteran's Day (afternoon only), Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day.

ARTICLE XVI - SICK LEAVE AND PERSONAL BUSINESS LEAVE DAYS

A. Personal Business Leave Days

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 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. These days may not be used to extend a holiday.

Personal business leave days, except in emergencies, death, illness of member of immediate family, must be submitted forty-eight (48) hours in advance and the request must be approved by the building administrator or immediate supervisor.

B. **Sick Leave**

1. Sick leave for regular 39-week Assistant Attendance Officers shall accumulate in a single bank at the rate of fifteen (15) days per year with a limit of 200 days.
2. Assistant Attendance Officers' absences due to physical injury only, resulting from school-related assault, shall not be chargeable against sick leave although the Assistant Attendance Officer's regular gross earnings shall be maintained.
3. The sick leave bank shall not be charged for necessary absences up to five (5) days resulting from the following childhood diseases: **chickenpox, measles, mumps, diphtheria, whooping cough, impetigo.** The statement of a licensed physician shall be required as proof of the cause of such absence.
4. 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 ($\frac{1}{2}$)
his/her unused sick leave days, with a maximum
allowance of thirty (30) days pay.

The estate of an Assistant Attendance Officer who dies
during the term of this Agreement shall receive
terminal pay calculated on the same basis as if he/she
had retired.

C. Illness Absence - Medical Examinations

An employee not able to return on Monday following two
(2) weeks of absence for personal illness must have a
medical examination by the Board Medical Examiner and
present Form 431, Return to Employment: Physician's
Certificate, completed by his/her own physician before
returning to his/her assignment. This regulation also
applies to illness absences in June, regardless of whether
they extend into September.

After eleven (11) consecutive work days of sick leave,
an Assistant Attendance Officer must furnish a statement
from his/her physician on Form 432, Release Pay Check:
Physician's Certificate, in order to secure his/her next pay
check.

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
he/she may return to duty.

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 principal (or in a non-school department, from the department head) or by a visit from the administrative nurse. Information may also be obtained on a Form 432 completed by employee's physician.

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.

If convalescence outside of town is recommended by one's physician and approved in advance by the Board Medical Examiner, such absence may be charged to sick leave.

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

The Office of Personnel may require a medical examination by the Board of Education Medical Examiner for the employee at any time when the maintenance of minimum health standards in a school or department is in question.

An employee returning from a leave of absence as provided for in 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 return from leave of absence for illness or maternity.

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 principal through the usual channels to the Board of Education Medical Examiner for approval before the employee may return to duty.

An employee who has been ill with a communicable disease must have a medical examination by the Board of Education Medical Examiner.

If a regular 39-week 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 officer, or a written request for approval from the employee must be approved by the Chief Fiscal Officer. This applies to absence for one or more days.

Approval by the Medical Office requires Form 432 from employee's attending physician to the Medical Office.

- D. The decision of the Board Medical Examiner in this Article is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner, as to his/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 three (3) appropriate specialists. The employee shall consult any one of those designated. The expense of the consultation shall be shared equally by the Board and the employee. Should the specialist make a determination that additional treatment is required, the employee shall pursue the same at his/her own expense. The Board may require a periodic progress report in this regard. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work and shall not be subject to the grievance procedure of this collective bargaining agreement.

E. **Absences Chargeable to Sick Leave**

Absences due to causes listed below may be charged as specified to sick leave. Absences in excess of available sick leave days or 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.

2. Death Leave

Absence due to death of a member of the immediate family may be charged to sick leave to the extent of one to five 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 his/her home in the household of the employee.
- b. The working days allowed must be consecutive scheduled working days:
 - (1) if employee works on day of death: the days allowed do not include day of death but begin with the first scheduled working day immediately following the day of death.
 - (2) if day of death is a scheduled work day and employee does not work on that day: the days allowed begin with and include the day of death.
 - (3) if day of death is not a scheduled work day or occurs during vacation periods: the days allowed are those scheduled

working days (or actual working days following vacation period) which fall within seven consecutive calendar days including day of death.

3. **Certain Emergencies**

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 school working day; otherwise, except as indicated below, 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 fiscal year that do not fall in the categories below, will also result in loss of pay.

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

NOT chargeable to Sick Leave:

(a) Absence for wedding of other than members of the immediate family.

(b) Absence to arrange for wedding.

b. Absence for employee's own wedding:

Chargeable to Sick Leave:

- (a) Such working days as fall within seven (7) consecutive calendar days including and subsequent to wedding day.
 - (b) Day of wedding is counted as one of seven (7) days but only charged to Sick Leave if a scheduled working day.
 - (c) Saturdays, Sundays and holidays, if any, within a seven (7) day period, are counted as part of this limit.
- c. Absence to attend funerals other than those of members of immediate family:
 - (1) NOT chargeable to Sick Leave:
Absence to make funeral arrangements.
 - (2) Chargeable to Sick Leave:
 - (a) Time actually required to attend funeral and to return.
 - (b) Local funerals usually involved one-half or one day only.
- d. Absence caused by exposure to contagious disease in the immediate family where employee, though not ill himself, is required by Board of Health to be absent from work.
- e. Absence to provide necessary care for a member of the immediate family where no other arrangements are possible.

(1) NOT chargeable to Sick Leave:

Where other relatives are available to "provide necessary care", it is assumed that employee's provision of care is not necessary since "other arrangements" are possible.

(2) Chargeable to Sick Leave:

(a) The "necessary care" must be such as would be prescribed by a physician or required by incompetency of relative requiring care.

(b) In almost all cases, "other arrangements" are considered possible -- certainly within one day of the emergency.

f. Absence because of required court appearance.

(1) NOT chargeable to Sick Leave:

(a) Employees are expected to arrange legal meetings and conferences on non-work days. Absences because of "required appearances" on work days that could have been scheduled for non-work days may not be charged to Sick Leave.

(b) Probate hearings are generally set to accommodate those involved. Such hearings should be set on non-work days or during vacation periods.

(c) Absence for "required court appearance" in cases initiated by employee, especially where

personal property gain is involved is not chargeable to Sick Leave.

(2) Chargeable to Sick Leave:

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

- g. Absence because of transportation failure or breakdown where no other means of transportation is available.

NOT chargeable to Sick Leave:

- (a) Absence due to failure to allow sufficient travel time for weather interference and other normal transportation hazards (includes grounded planes, snow-bound buses, and failure to obtain travel reservations).
- (b) Absence in cases where lack of transportation is due to fact that employee resides outside city limits.

ARTICLE XVII - STATEMENT OF POLICY FOR MATERNITY

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 child care 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).

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 (10) days' notice, to place the employee on Leave of Absence for Personal Business.

1. Requirements for Continued Work

- a. 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.
- b. In order to provide for maximum continuity of instruction, 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.
- c. An employee may continue 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, and continues 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.

2. Requirements for Approved Illness, Absence for Disability (Illness) with Pay, or Leave of Absence for Illness (without pay because sick bank is exhausted):

- a. 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.
- b. 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 leave 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.
- c. An employee shall not move from any unpaid leave of absence status to paid disability absence status.
- d. An employee shall not move from a disability absence to an approved absence without pay within the last four (4) weeks preceding the end of a semester.

3. Requirements for Leave of Absence for Personal Business Without Pay:

An employee shall, upon request, be granted a Leave of Absence for Personal Business for absences which are not disability absences but are related to the preparation for childbirth and/or the care of a newborn or newly-adopted child. Such leave of absence is subject to the regular provisions for Leave of Absence for Personal Business except that the instructional employee shall specify a leave of more than four (4) weeks to the end at the change of a semester which falls within twenty-four (24) months of the date of the beginning of the leave.

4. Requirements for Return to Work:

- a. After childbirth, the employee's return must be approved by the employee's personal physician and the Board Medical Examiner.
- b. 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.
- c. Regular conditions and provisions applicable to returns to active employment from illness absence, Leave of Absence for Illness, Leave of Absence for Personal Business or resignation shall apply.

5. **Related Conditions:**

- a. Regular conditions and provisions for continuation of insurance which apply to approved absences and/or leave of absence shall apply.
- b. 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 his/her ability or disability for work, the employee may appeal the decision under the following conditions:

The Board's Medical Office shall provide a list of at least three (3) appropriate specialists. The employee shall consult any one (1) 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.

- c. The Office of Personnel may require a medical examination by the Board of Education Medical Examiner for an employee at any time when the employee's ability or disability for work is questioned.

ARTICLE XVIII - RETIREMENT

The Board shall make the contribution to the State of Michigan Employees' Retirement System of the School District of the City of Detroit for members of this bargaining unit.

ARTICLE XIX - JURY DUTY

An Assistant Attendance Officer who serves on jury duty will be granted leave of absence. The Assistant Attendance Officer will be reimbursed for the difference between jury duty pay and his/her Board salary for the days served. When the Assistant Attendance Officer is excused from jury duty for a half day or more, he/she must notify his/her administrator immediately and report to his/her school or work location for a suitable assignment. Reimbursements will be granted after submitting Request for Approved Absence with Pay (Form 4132) and official proof of the number of days served to the Office of Personnel. Assistant Attendance Officers, when summoned to jury duty, should respond to such summons as directed.

ARTICLE XX - TUITION PAYMENT

Qualifications:

1. Payment will be for course work taken only while the Assistant Attendance Officer is currently employed.
2. Payment will be for no more than two (2) successfully completed courses per term. Successful means that there has been no withdrawal from the course and that a "C" average is maintained. If these conditions have not been fulfilled, then there shall be a one-year probationary period during which tuition costs will be provided through reimbursement rather than direct payment.

3. Payment shall be for undergraduate courses that are directly related to job performance as an Assistant Attendance Officer.
4. Courses may not be taken during normal working hours.
5. Policy regarding tuition payment for Chapter I funded employees shall apply equitably to members of the Assistant Attendance Officer's Union.

ARTICLE XXI - WORK SCHEDULE; SUPERVISION AND TRAINING; DUTIES AND RESPONSIBILITIES OF CHAPTER I ATTENDANCE OFFICERS

A. Work Schedule:

The work day of the Assistant Attendance Officer shall be those hours designated as the regular beginning and ending of a work day at the school to which he/she is assigned. They are to be available in the afternoon for communication to and from the attendance center.

It is understood that an Assistant Attendance Officer cannot follow a rigid work schedule due to the variability of human problems over which there is sometimes no control. However, there should be evidence to a reasonable degree of the Assistant Attendance Officer's availability to all school personnel, parents, students, and central staff. It is strongly suggested that the Assistant Attendance Officer prepare to enter the field by 11:00 a.m. and return to the office at least one hour prior to the end of the scheduled work day. Each Assistant Attendance Officer shall have a forty-five (45) minute lunch period daily.

Assistant Attendance Officers must call their schools when absent at the times designated by the school. The school secretary has the responsibility for keeping the Assistant Attendance Officer's attendance record.

1. The Assistant Attendance Officers will be subject to the same procedures for reporting in and out and for absences as the school uses for all staff.
2. Substitutes are not provided for federal staffs during absence periods.
3. As mentioned above, some flexibility to the schedule may be necessary. If so, this is to be determined by the supervisor and the school principal.

B. Supervision and Training:

Continuous in-service training will be the responsibility of the Attendance Department. Newly assigned Assistant Attendance Officers will receive orientation and training in the area attendance center prior to placement in a school. Workshops will be conducted by the Attendance Department. The entire department is obligated to provide guidance and assistance whenever needed or requested and the Assistant Attendance Officer is free to contact the area center at any time for advice or help.

Assistant Attendance Officers are directly responsible to the school principal. The principal is the chief administrator of the school and each Assistant Attendance Officer is accountable to the principal as a member of the school staff.

Supervision of the attendance work is provided by the Attendance Department via the area center supervisors and director of attendance.

C. Duties and Responsibilities of Chapter I Assistant Attendance Officers:

It is expected that during the work day, the following duties shall be performed:

1. Refer Chapter I truancy, chronic absence, and neglect cases to Attendance Officers and Agents.
2. Investigate tardiness of Chapter I pupils.
3. Conduct home and school conferences with parents of Chapter I pupils regarding irregular attendance. Seek involvement of other school staff as needed.
4. Verification of Chapter I truants' return to schools.
5. Assist Attendance Officers and Attendance Agents with court case information regarding Chapter I pupils.
6. Refer parents of Chapter I pupils to proper agencies for additional help where necessary.
7. Counsel and assist Chapter I dropouts and Chapter I unwed mothers.
8. Verify addresses of Chapter I pupils to insure that their true residence is in a Chapter I attendance area.
9. Miscellaneous assignments as requested by the principal or attendance supervisor that will assist in the improvement of the attendance of Chapter I pupils.

10. Maintain accurate and complete records of all contracts/cases on 4533, 4527 and other forms so that daily, monthly, and annual reports may be readily compiled.
11. To continuously work to improve the school attendance of all Chapter I students and, in cooperation with the principal and school staff, to improve the recordkeeping and attendance procedures within the school.
12. To maintain a cooperative relationship with the school staff and administration and community at all times.
13. In dealing with parents and students about attendance problems, to use an understanding approach that seeks out the basic causes of the problem and then strives to solve those causes in order to work out a satisfactory adjustment.
14. To always strive for the improvement of school community relations.
15. To keep in mind the real intent of attendance work is to assist pupils in their pursuit of skills and values for later life.

ARTICLE XXII - EMERGENCY WEATHER CONDITIONS

The Board shall notify metropolitan radio and TV stations by 6:30 a.m., whenever a decision has been made to close schools because of weather conditions. This clause is not intended to

preclude a decision to close schools after 6:30 a.m., if further evaluation of developing weather conditions warrants such a decision.

Scheduled days of student and/or teacher attendance that are cancelled because of conditions not within the control of authorities, such as severe storms, fires, epidemics, or health conditions as defined by the Board of Education, city, county, township or state health authorities shall be rescheduled by the school district.

When the district is unable to meet the 180-day requirement by the state, due to cancellation of days, the employees shall be compensated for working the rescheduled day(s), but not for the cancelled days. Such rescheduling shall not affect annual salary, compensation or other benefits provided within this Collective Bargaining Agreement.

ARTICLE XXIII - INSURANCE

A. Health Insurance:

Effective the first full pay period in September 1986, an Assistant Attendance Officer may elect to apply the fully subsidized health insurance subsidy for himself/herself and dependents to coverage under Blue Cross-Blue Shield of Michigan, HMO or Health Alliance Plan (HAP).

B. Health Care:

A hospital pre-certification program will be implemented. Under this program, all non-emergency hospital

admissions will be pre-authorized by the Health Plan Administrator. Length of stay will also be pre-determined and monitored for those hospital admissions that are approved. Hospital stay shall be extended when medically necessary.

C. Dental Insurance:

Effective November 6, 1980, Assistant Attendance Officers shall have the option of selecting either the health insurance for employee only or a dental insurance program for themselves, but not both.

Effective February 1, 1987, Assistant Attendance Officers may elect to apply for the fully subsidized dental insurance plan for himself/herself and dependents.

D. Life Insurance:

Effective for the first full pay period in September 1980, life insurance for Assistant Attendance Officers shall be increased by \$5,000.

ARTICLE XXIV - SALARY SCHEDULES

A. Wages:

1. Employees on the payroll as of September 1, 1988, and still on the payroll September 1, 1989, shall receive a \$350.00 lump sum payment following Union ratification and Board approval of this Agreement. (This is a one-time payment not added to the base.)

2. Effective September 1, 1989, a rate increase of six percent (6%) shall be applied.
3. For the period of September 1, 1990 - August 31, 1991, the parties shall meet and negotiate on wages and fringe benefits only.

B. **Workshop:**

Effective the first full pay period in September 1986, the workshop rate for Assistant Attendance Officers shall be \$6.00 per hour.

Two (2) workshops per school year will be held for Assistant Attendance Officers. When possible, these workshops will be incorporated into the Attendance Agent's workshop.

C. **Longevity Bonus:**

All employees who have completed eleven (11) or more years of service as full-time employees of the Detroit Public Schools, shall receive a \$150 bonus, payable in December. This shall not result in a loss of benefits for employees currently receiving longevity pay.

ARTICLE XXV - MILEAGE

Effective May 1985, the mileage allowance shall be \$.21 per mile for a maximum of 600 miles per calendar month.

ARTICLE XXVI - TRANSPORTATION AND LIABILITY COSTS

Assistant Attendance Officers render transportation service to students and should carry adequate insurance coverage. Effective December 1, 1983, to offset private liability costs, a prorated stipend not to exceed twenty dollars (\$20.00) monthly will be provided. Assistant Attendance Officers will submit completed copies of the Automobile Liability Reimbursement form to the Attendance Office, Schools Center Building.

ARTICLE XXVII - CONDUCT OF UNION BUSINESS

The president of the Assistant Attendance Officers' Unit will be given reasonable time to investigate grievances but shall not receive any extra pay from the Board because of the performance of such duties. The representative shall perform such duties without interference with his/her job functions or the job functions of other employees.

ARTICLE XXVIII - LABOR RELATIONS COMMITTEE

- A. Two (2) representatives of the Board and two (2) representatives of the Union shall meet at times mutually agreeable to both, for the purpose of discussing Union grievances, Board policies and problems in regard to this Agreement.
- B. The following procedures shall apply in respect to meetings referred to in paragraph "A" above:

Step 1: Formal written inquiries from the Union or written requests for special meetings shall be directed to the Superintendent.

Step 2: Official replies shall be made by the Superintendent or his designee to all such inquiries or requests made by the Union within five (5) working days after receipt.

Step 3: In the event the parties are unable to resolve any grievances under paragraph "A" above, involving the claimed misinterpretation or misapplication of any term of this Agreement, the parties shall present separate written reports to the Board containing the points of disagreement within fifteen (15) working days after receipt of the Superintendent's reply per STEP 2 above. A conference committee composed of two (2) representatives of the Union and two (2) representatives of the Board shall be established for the purpose of attempting to resolve the grievance. The committee shall issue its decision within five (5) working days.

Step 4: If the Union is dissatisfied with the decision of the conference committee, the Union may within twenty (20) school days:

- a. Submit any grievance under this Agreement to advisory arbitration under the labor

arbitration rules of the American Arbitration Association, at the equal expense of the parties.

- b. Or, if the Union or Board so requests, the Board or its representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon including private (non-governmental) mediation and binding arbitration.

Step 5:

- a. In all steps of the Grievance Procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose.
- b. No Assistant Attendance Officer at any state of the Grievance Procedure will be required to meet with any administrator without Union representation.

Step 6: The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.

Step 7: The grievance procedures provided in this Agreement shall be supplementary or cumulative to rather than exclusive of any procedures or remedies afforded to any Assistant Attendance Officer by law.

ARTICLE XXIX - GENERAL

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

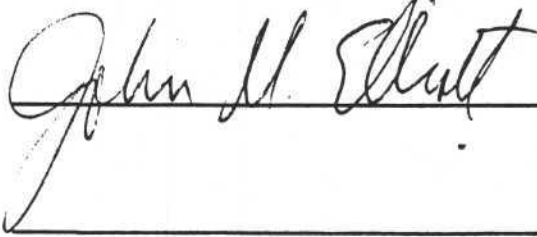
objective of affording the Union an opportunity, if it has objections to any such proposed change, to resolve such objections with the Board or its representatives before any such proposed change is made effective. However, the parties both recognize the possibility that emergency situations may arise in which prior notification and consultation is not feasible.

- C. Any individual Assistant Attendance Officer presenting a grievance on his/her own behalf within the meaning and application of the proviso in Section 11 of Act 336 of the Public Acts of 1947 as amended by Act 379 of the Public Acts of 1965 shall not be accompanied by nor represented by an officer, executive, delegate, representative or agent in any capacity of any organization other than the Union. In such case of an individual Assistant Attendance Officer presenting a grievance on his/her own behalf under such statutory proviso, the administrator concerned will provide the Union with a copy of the grievance and with a copy of any disposition thereof.


ARTICLE XXX - DURATION

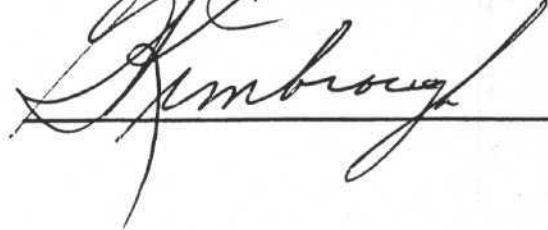
This Agreement shall be effective September 1, 1988, through August 31, 1991.

DETROIT FEDERATION OF TEACHERS
LOCAL 231, AFT, AFL-CIO
ASSISTANT ATTENDANCE OFFICERS




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



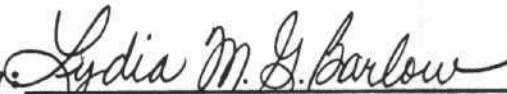


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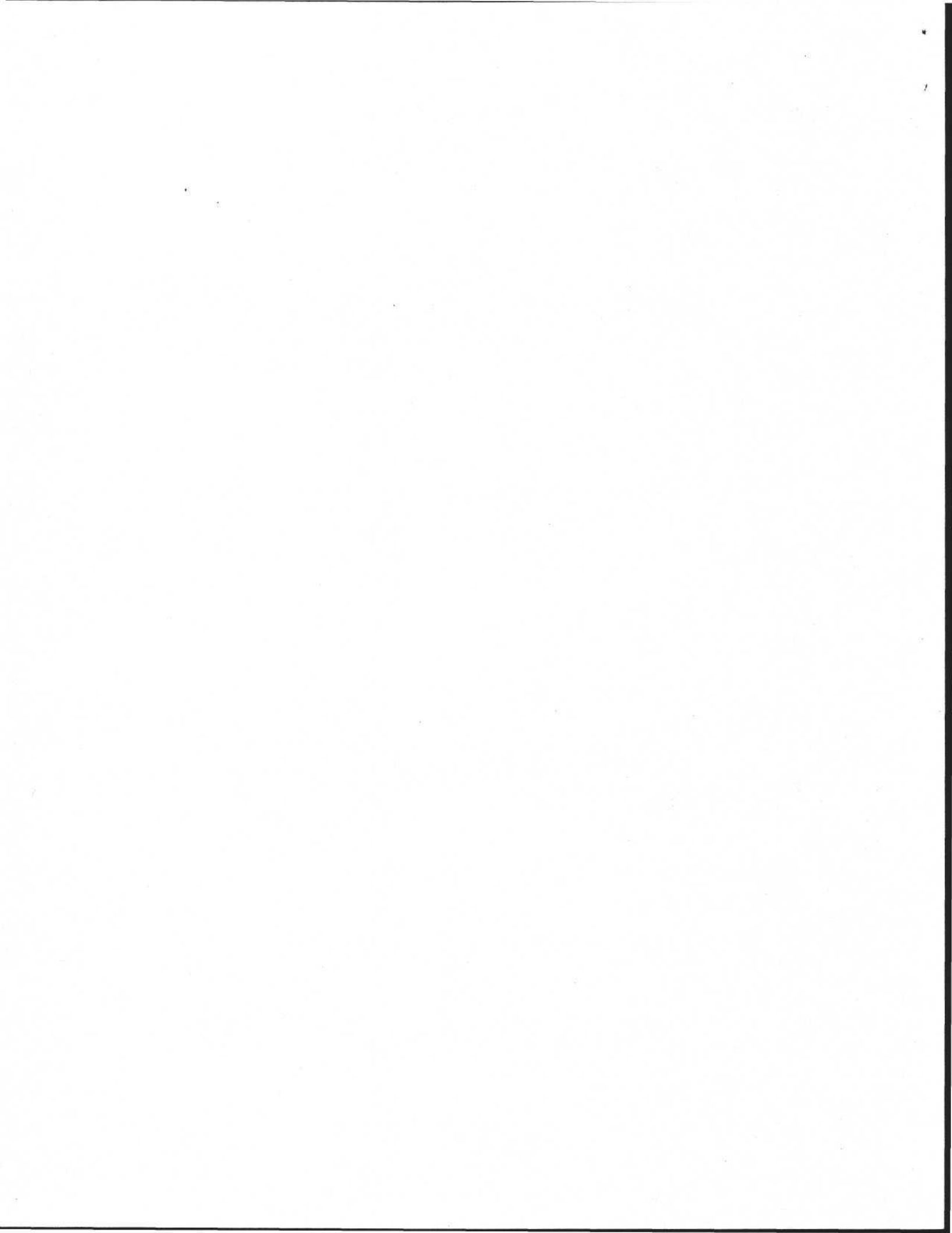
Approved and adopted by action of the Board of Education on
June 26, 1990.

By: 

LAWRENCE C. PATRICK, JR.
PRESIDENT
BOARD OF EDUCATION

By: 

LYDIA M. G. BARLOW
SECRETARY OF THE BOARD



DETROIT PUBLIC SCHOOLS
 1989-90 Salary Schedule Z
 Assistant Attendance Officers
 Group 1 - Regular Classification (39 Weeks)

Rates Effective 9/1/89

Pay Class Code	Position Code	Description	Daily Rates	Bi-weekly Rates	Annual Rates
5540 D	464	Attendance Officers, Asst.			
		Minimum	\$50.1663	\$501.66	\$9,782
		Maximum	58.0100	580.10	11,312
		Increment	1.0205	10.21	199

Group 2 - Alternate Classifications

Pay Class Code	Position Code	Description	Rates
7510 H (1)	464	Attendance Officers, Asst., Summer School	\$7.7178 Hourly
7330 D	464	Attendance Officers, Asst., Extended Work	
		Minimum	50.1663 Daily
		Maximum	58.0100 Daily

(1) This hourly rate is based on the minimum daily rate of the regular classification (6.5 hr. day).

Group 3 - Rates Which Do Not Require Personnel Action Assignment

Workshop	Rate
Attendance Officer, Assistant	\$6.3600 Hourly

