

**SETTLEMENT PROPOSALS  
BETWEEN**

**THE SCHOOL DISTRICT OF  
THE CITY OF DETROIT**

**AND**

**THE ORGANIZATION OF SCHOOL  
ADMINISTRATORS AND  
SUPERVISORS**

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**MARCH 6, 2013**



**THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE ORGANIZATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS**

Proposal Date: February 25, 2013      DPS Proposal: As Is\_\_ Modified\_\_  
 DPS Initials: \_\_\_\_\_  
 Union Initials: \_\_\_\_\_  
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**5.3 EMPLOYEE PERFORMANCE EVALUATION PROCESS**

The Board and OSAS affirm their commitment to a planned way for addressing key issues of quality education through personnel effectiveness, performance excellence and system-wide and individual accountability. The parties recognize their responsibility to support the development and implementation of the district-wide Employee Performance Evaluation Process that:

- \* involves each employee in self-appraisal assessment;
- \* fosters understanding, creating and sustaining a customer service, customer satisfaction focus; and
- \* establishes appropriate measures and information systems necessary to obtain valid data useful for sound managerial and organizational decision-making and improvement.

The purpose of the Employee Performance Evaluation Process shall be to maintain the educational effectiveness and managerial efficiency of administrative staff of the Detroit Public Schools. All members of the OSAS bargaining unit shall participate in the Employee Performance Evaluation Process.

- A. The administrator/supervisor responsible for direction and supervision of other administrators and supervisors shall be responsible for the evaluation of these individuals. In schools, the primary administrator/supervisor is the principal.
- B. Key objectives shall be taken from the mission, goals and objectives of the school district. The General Superintendent will distribute the district's mission, goals and objectives to administrators and supervisors represented by OSAS. Administrators/supervisors transferred or newly assigned during the year shall participate in the review system in the new assignment.

- C. The final performance review session shall be conducted at the end of the school year for 10-month administrators/supervisors and at the end of the fiscal year for 12-month administrators/supervisors.

The parties will utilize the Employee Performance Evaluation Process, which will be placed in the employee's personnel file.

The tool shall be used to evaluate all administrators and supervisors, both in terms of providing development and growth for all employees and for determination of an employee's effectiveness.

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**11.0 LEAVE POLICY**

Upon written request, the District may grant a leave of absence for a period not to exceed one (1) year. The District will separate an employee who has been unable to work for one continuous year. Requests warranting special consideration beyond the one (1) year limitation may be granted at the discretion of the District.

For eligible employees (one year of service and 1,250 hours worked in past 12 months), leaves shall be governed by the Family and Medical Leave Act ("FMLA") of 1993. Under the FMLA, eligible employees are allowed up to 12 weeks (in a rolling 12 month period) of job and benefit protected leave.

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11.2 SICK LEAVE

C. Workers Compensation

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

Benefit Termination or Limitation

The District will separate an employee who has been unable to work for one continuous year. Upon termination from employment with the District all benefits will end (workers compensation will apply as provided by the laws of the State of Michigan).

- D. The sick leave bank of administrators employed in schools shall not be charged for necessary absences of up to five (5) days resulting from the following childhood diseases: chicken pox, measles, mumps, diarrhea, whooping cough, impetigo, pink eye (conjunctivitis). The statement of a licensed physician shall be required as proof of the cause of such absence.
- E. An employee not able to return to work following four (4) consecutive days of absence for personal illness, may at the District's discretion, have a medical examination by the District's designated physician. The medical examination shall be restricted to the employee's stated reason(s) for the illness absence.
- I. After four (4) consecutive workdays of sick leave, an employee must furnish a statement from his/her physician on a form provided by the District, in order to secure his/her next paycheck.

## **Benefit Continuation**

1. Employees who are laid off with an effective date after June 1 shall continue to receive health benefits through August 31<sup>st</sup> of that calendar year.

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### 11.3 VACATION DAYS

A. All 12 month District employees covered by this Agreement shall receive vacation days. District employees hired before July 1, 2013 shall receive 25 vacation days to be accrued at the rate of .97 per biweekly pay periods.

New Hires: All 12 month District employees members hired after June 30, 2013, will receive vacation days according to the following formula:

<u>Length of Service within DPS</u>	<u>Number of Days</u>	<u>Formula</u>
0-1 year	12 days	.39 biweekly pay periods
2-5 years	15 days	.57 biweekly pay periods
6-10 years	20 days	.77 biweekly pay periods
11+ years	25 days	.97 biweekly pay periods

Vacation may not be taken until after sixteen (16) weeks of employment with the District.

B. Vacation leave requests time will be granted based on the needs of the department. All vacation leave requests will be subject to the approval of management. All approved vacation leave requests are subject to change if an emergency situation is declared by the appropriate administrator.

C. 15 vacation days may be accumulated annually in a bank to a maximum of 40. Upon termination of employment, except for cause, an employee who has earned vacation according to the formula outlined in "A" above shall be paid his/her accrued vacation up to a maximum of thirty (30) days.

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**12.1 Health Insurance**

**Insurance Program**

All full-time employees shall receive full family health, dental, optical and employee only life insurance as provided below.

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

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

**A. Health Insurance Options**

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

Effective January 1, 2014 bargaining unit members who elect health insurance coverage will be eligible to receive coverage under an HMO plan or a PPO plan.

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

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

Employees choosing PPO coverage will have the following options available:

**PPO Plan 1**

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

**PPO Plan 2**

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

**HMO Plans**

\$20 office visit co-pay

**B. Emergency Room and Urgent Care Co-Pay**

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

**C. Prescription Co-pay**

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

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

**12.2 Dental Insurance**

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

**12.3 Optical Insurance:**

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

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

**12.4 Life Insurance:**

The District shall underwrite the cost of group life insurance for all eligible members of the bargaining unit. The policy shall provide the payment of \$25,000 to the employee's designated beneficiaries or the employee's estate if the employee should die while in the active service of the District.

**12.5 Health, Dental and Vision Reopener**

There will be re-opener for health, dental, and optical insurance benefits for fiscal years 2014-2015 and-2015-2016.

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**12.6 FRINGE BENEFITS --- GENERAL**

- A. For each school year, the mileage rate shall reflect the rate that is used by the IRS for tax purposes. All unit members who are directed to use their own vehicles during regular working hours will qualify for mileage reimbursement.
  
- B. Upon retirement with a retirement allowance in accordance with the qualifications established by the Michigan School Employees' Retirement System – School District of the City of Detroit, an employee will be paid an amount not to exceed one-half his/her unused Sick Leave days, with a maximum allowance of 35 days pay.

The payout of sick days upon retirement is suspended for the duration of the contract.

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**16.0 POLICE PERSONNEL: SPECIAL PROVISIONS**

The basic contract applies with the following exceptions:

**A. Vacation**

1. Vacation may not be taken until after sixteen (16) weeks of employment with the District. Vacation leave requests time will be granted based on the needs of the department. All vacation leave requests will be subject to the approval of management. All approved vacation leave requests are subject to change if an emergency situation is declared by the appropriate administrator or the Emergency Financial Manager (or designee), or in the event the District's financial emergency is resolved, the Superintendent or CEO (or designee).
2. The year should be divided into two vacation periods (summer and winter). The selection for the winter allotment will be on or before September 1st of each year. The selection for the summer allotment will be on or before March 1st of each year. The District employee must utilize vacation days in two consecutive week increments for each vacation period. The District will allow the bargaining unit member to provide to management three selections pursuant to the vacation allotment chart as provided by DPSPD.

**B. Sick Leave.** All DPSPD employees covered by this Agreement are to utilize his/her days from the sick bank in either four (4) hour increments or eight (8) hour increments, except for approved FMLA leave. Personal business days may not be used to extend a holiday.

**C. All rules and directives issued by the current Chief of the Police Department dealing with the duties and responsibilities of all security personnel will continue**

in effect unless modified or revised by the Chief of the Police Department or his/her superiors.

- D. Assignments and hours of operation will be as designated by the Chief of the Police Department or his/her superiors. In any event, assignments and hours of operation will be designated to meet the needs of the Board.
- E. The Uniform allowance will be discontinued effective the 2013-2014 fiscal year and no payments will be made for that fiscal year and thereafter. The District will provide the employee with an annual voucher for the purchase of uniform equipment for specific items approved by the Department from approved uniform vendors. The District will determine the amount of the voucher for each District employee covered by this Agreement.
1. The voucher amount for each officer is up to, but will not exceed \$300.00 annually. There will be no carryover of unused funds to the following fiscal year should an officer not expend the entire voucher allowance. The District will not pay a clothing allowance in order for District employees covered by this Agreement to maintain the uniforms.
  2. The wearing of summer uniform will begin May 1st and commence through September 30th and the District employee covered by this Agreement is not compelled to wear ties during the summer months. The District employee must be in full uniform at all times. The failure to do so will subject the individual to disciplinary actions.

#### **F. Drug Testing.**

The parties recognize that the District has a substantial interest in a drug free Detroit Public Schools Police Department. DPSPD unit members will be subject to drug testing on a random basis without regard to individualized suspicion no more than four (4) times per calendar year. All testing and related procedures will be conducted through the District's Office of Employee Health Services. The District reserves the right to drug screen its employees whenever there is a suspicion of drug or alcohol use.

#### **G. Assault Pay for Police Personnel**

An OSAS member who is a DPS police officer assigned to the DPS Police Department and whose absence is the result of a school related assault or pupil negligence, as confirmed by the Chief of the Police Department and the Office of Risk Management shall not have the first seven (7) days' absence for each occurrence charged to his sick bank and his pay will not be diminished for those seven (7) days.

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**17.0 MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The District reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and the United States. In addition, the District reserves the right to govern and manage the District in all respects.

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

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18.0 CRIMINAL HISTORY RECORD CHECK

A. Criminal History Record Check

In the event that a District employee covered by this Agreement is laid off, or on an approved leave of absence or otherwise separated from the District for six months or more, he/she shall be subject to a criminal history record check which includes fingerprinting at the employee's expense and a drug test before he/she is returned to service with the District.

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**19.0 DIRECT DEPOSIT/DEBIT CARD**

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

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**3.0    UNION SECURITY**

The Employer and the Union agree that the Union's duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administration of this collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the Union and pay dues required of members or agree to pay a service fee in an amount determined by the Union. A service fee will be deducted from the paychecks of persons who fail or refuse to do either. This Article describes the process used to accomplish these goals.

- A. Promptly after approval of their hiring by the Board of Education the Union will be notified of the name(s) of each person newly employed by the Employer who will be assigned to a position in this bargaining unit. Upon hire, the Employee will receive a notice of rights and will have 14 calendar days to decide whether to become a Union member or pay a service fee.
- B. The employer will deduct dues or service fees from the paychecks of persons who have agreed to such deductions or who have not responded to a request for election as described here. The form for deduction is attached. Dues or service fees will be withheld on the schedule approved by the employee. Employees may have dues deducted from each paycheck.
- C. A Union member or service fee payer may pay either dues or service fees directly to the Union in such a manner, in on such a schedule, as the Union may approve.
- D. The Union will determine the amount of the service fee in accordance with prevailing law. Presently, the law permits the Union to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Union, alone, will

determine the amount of the service fee to be deducted. The Employer may request, and receive, information explaining which fees or expenses the Union has determined to be chargeable to service fee payers.

- E. The service fee will be deducted from the compensation of any person who fails or refuses to either become a Union member, approve deduction of a service fee or pay a service fee ("the Non-Payer").
1. The Union will notify the Employer of the name(s) of any Non-Payer. The Employer will, within 7 days, provide such person a notice that they must comply with this Section or the service fee will be deducted in the amount determined by the union. Such notice will require the Non-Payer to comply within 7 days after service of the notice.
  2. The Union will notify the Employer if the Non-Payer continues to fail or refuse to comply. The Employer will commence deduction of the service fee within 7 days thereafter.
  3. This Article may be enforced via the grievance procedure.
  4. This Article shall not apply during the pendency of any Objection that any Non-Payer may have initiated under the Union's Process for Resolution of Objections; it may be invoked 14 days after the conclusion or termination of the process for resolution of an Objection.
  5. The Union shall hold harmless and indemnify the Board of Education and its employees against claims from any member of the bargaining unit who brings an action challenging the enforcement of this procedure. The Union shall defend the action, using counsel of its choice and shall pay any costs associated with the defense of the action and any judgment that shall be levied.
- F. The Union will provide the Employer a copy of its Process for Resolution of Objections, and any changes to the Process.

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**ARTICLE 11.5  
OTHER LEAVES AND BENEFITS**

- E. Employees, who as of June 30, 2013, have completed 15 or more years of service as full-time employees of the Detroit Public Schools (and are on the payroll November 1, 2013) shall receive \$475 added pay for fiscal year 2012-2013 only. The longevity payment shall be paid as a lump sum in December 2013. The longevity payment is suspended thereafter.

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**21.0 DURATION**

The collective bargaining agreement between the School District of the City of Detroit and the Organization of School Administrators and Supervisors effective July 1, 2009 through June 30, 2013 is modified, renewed and extended with an expiration date of June 30, 2016.

The parties will revise the prior agreement to modify dates. The agreement shall be revised to reflect an expiration date of June 30, 2016.

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**4.0 INDIVIDUAL CONTRACT**

- A. Each administrator shall be given a one (1) year individual contract of employment. However, an administrator employed following the commencement of the school year shall be given a contract for the balance of that school year. This provision does not affect the District's inherent right to terminate for just cause and to layoff for economic necessity, elimination of position or reorganization/realignment.
  
- B. The individual contracts of employment shall provide that administrators are not granted tenure as an administrator, but will retain tenure previously granted as a classroom teacher if applicable.

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**20.0 OFFICE OF SCHOOL NUTRITION – COMPENSATION AND STAFFING**

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

**A. Wage Increase**

Effective January 1, 2013, the District will provide a 10% wage increase on pre-concession wages to all Office of School Nutrition ("OSN") employees who are members of the bargaining unit represented by Organization of School Administrators and Supervisors ("OSAS") union with wages currently paid out of Fund 25. The employees will be subject to the current 10% wage concession.

**B. Efficiency Bonus for 2011-2012 fiscal year**

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

- The bonus would be a percentage of earning for each employee as described more fully below.
- The bonus percentage would be calculated as follows: 2% for each \$1 million dollars of the OSN's net increase in fund balance (Fund 25) per the District's audited financial statements, with a maximum of 10%.
- To receive the bonus, an employee must have been a Fund 25 employee during the 2011-2012 fiscal year. Eligible employees must also have been employed by OSN on December 31, 2012.
- The OSN's Efficiency Bonus for the 2011-2012 fiscal year will be 10% of actual earnings.

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

**C. Efficiency Bonus for 2012-2013 fiscal year**

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

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

**D. Subsequent "Efficiency" Bonuses through 2015-2016 fiscal year**

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

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

**E. Termination/Modification Bonus Plan**

The District reserves the right to modify the terms and amounts of the bonus payment. The District, at its discretion, may terminate or modify the incentive plan design (percentage calculation), eligible employees and distribution cycles.

Upon termination of employment, other than for cause, the employee shall be paid her/his "Efficiency" bonus provided he/she meets the above requirements for the bonuses.

**F. Staffing**

In order to maintain efficiency of operations and the continuation of growth in the Office of School Nutrition ("OSN"), bargaining unit members in positions within the OSN with at least two (2) years of work experience in the OSN, who are specifically identified by the District as maintaining the necessary training and food service knowledge and experience, will be maintained in their position in the event there is a need for layoffs within the bargaining unit.

OSN bargaining unit employees will retain priority placement status within the OSN provided he/she meets and maintains all requirements of their respective job description and the requirements under Section F of this Agreement. The employee must also assist the OSN in maintaining legal requirements under the applicable Food Code laws within his/her scope of duties.

If district-wide layoffs are necessary and the District decides to retain members assigned to the OSN as detailed in this Agreement, the OSN members will not be subject to the lay off and recall provisions of the parties' Collective Bargaining Agreement.

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**8.1 COMPENSATION**

A. The economic concessions, including but not limited to reducing the base wage scale by 10% currently in operation will remain in effect for the duration of this Agreement.

B. Either party has the right to reopen the Agreement on the issue of wages for the 2015-2016 fiscal year.

**C. Bonus**

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

1. For each \$7 million reduction (before the one-time bonus and with no proration) in the General Fund accumulated fund deficits generated during the fiscal year ended June 30, 2013, June 30, 2014 and June 30, 2015, each qualified OSAS member will receive a 1% one-time salary and wage bonus.
2. The maximum bonus percentage is five percent (5%) of an eligible employees base salary earned during the respective bonus year.
3. The amount of any one-time bonus will be calculated based on the District's audited financial statements for the respective fiscal year ended. The bonus will be paid by December 31<sup>st</sup> following the end of the respective fiscal year in which the one-time bonus was generated.

4. To qualify for the bonus for a respective year, an employee would be required to be employed by the District on November 20<sup>th</sup>, following the year the bonus was earned. OSAS members who are eligible to receive the OSN "Efficiency" bonus will not be eligible to receive the bonus prescribed under this Article.
5. There is no guarantee that a bonus will be generated and the results of the District's audited financial statements for the respective fiscal year are final.

**D. Step Increment:**

1. Effective July 1, 2013, eligible Detroit Public School employees who are members of the OSAS bargaining unit and were hired by the District before June 30, 2010 will receive a one-half (½) step increment for the 2013-2014 fiscal year. Thereafter, salary increments shall be frozen for the duration of this Agreement.

2. OSAS unit members who are eligible to receive the Office of School Nutrition "Efficiency" bonus will not be eligible to receive the one-half step increments prescribed above.

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**5.2 DISCIPLINARY ACTION**

C. The bargaining unit agrees to provide and make available at least one (1) of three (3) designated union representatives who will be charged with representing unit members who desire representation at disciplinary hearings.

**D. UNION OFFICIALS RELEASED TIME**

The union president may be released from her assignment without loss of pay, benefits or seniority credit for the purpose of contract administration, negotiation or enforcement. The released time shall be granted upon submission of reasonable notice by the president to her immediate supervisor with copy to the director of labor relations. In addition, upon approval of the OSAS President union officials or members of the bargaining unit may be released from their assignment without loss of pay, benefits or seniority credit if it is essential that they participate in contract administration, negotiation or enforcement.

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
ORGANIZATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS

Proposal Date: March 6, 2013

DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_

DPS Initials: \_\_\_\_\_

Union Initials: \_\_\_\_\_

TA'D Date: \_\_\_\_\_

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**14.0 GRIEVANCE PROCEDURE**

**Step 3 – Arbitration**

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

- a. In writing, submit to the other party a Demand for Arbitration of any grievance under this Agreement to arbitration. If the parties are unable to agree upon an arbitrator within seven (7) working days of notice to arbitrate, the party demanding arbitration shall refer the matter to the either Michigan Employment Relations Commission or American Arbitration Association as the parties may agree, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute at his discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing no later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be binding upon all employees, the Employer and the Union.
  
- b. Or if party so requests, the District and the Union representatives will meet further to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation. In Steps 1 and 2 any decision not appealed to the next step of the grievance procedure within twenty-one (21) calendar days from the date a written decision is furnished in accordance with the provisions set forth above, unless an extension is agreed upon in writing shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual, written consent.