Changes in the Collective Bargaining Agreement for the 2005-06 School Year

2005-2006 Contract



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CHANGES IN THE COLLECTIVE BARGAINING AGREEMENT FOR THE 2005-06 SCHOOL YEAR

The following pages contain additions and revisions in the Agreement between the Detroit Federation of Teachers and the School District of the City of Detroit. The text is subject to typographical errors, rearrangement in order, technical modifications and changes in style. Additional appropriate changes in dates will be made. All other parts of the agreement will continue without change.

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Article IV, Salary Schedules: Delete existing language 1-3.

New Language: The salary schedules and formulas negotiated by the parties are set forth in Appendix A attached hereto and shall be in effect for the 2005-2006 school year. For the 2005-06 school year only, the salary shall be the same as was actually paid in 2004-05.

For the 2005-2006 school year only, salary step increments for all bargaining unit members shall be suspended for one (1) year. As of the beginning of the 2006-07 school-year, bargaining unit members whose salary step increment was suspended shall have their salary adjusted to include the salary step suspended for the 2005-06 school year and the salary step applicable for the 2006-07 school-year.

For the 2005-2006 school year, members of the bargaining unit shall loan five (5) days salary to the District to be deducted at the rate of one day per pay from each of the five consecutive pay periods beginning with the first pay date of the second semester. The five (5) days shall be repaid beginning on the first pay date in December 2006 and continuing thereafter according to the following schedule:

- * December 2006- two (2) days
- * December 2007- one (1) day
- * December 2008- one (1) day
- * December 2009- one (1) day

Repayment shall be made at the employee's pay rate in effect at the time of repayment, provided, however, that such rate shall not be less than the rate of pay under the 2003-2004 salary schedule at the salary step applicable to the employee at the time of repayment. The balance of the deferred pay then owing shall be paid immediately, at the pay rate then in effect, to: (i) an employee upon the employee's permanent separation (including but not limited to resignation, retirement or discharge), and (ii) an employee who is on layoff status at the time a repayment is due.

The District at its option may repay the entire balance or any portion thereof that is due at any time earlier than the dates stated above.

Prescription Drugs:

Article XVII-B1, Insurance

Change prescription drug coverage to \$0 co-pay for mail order; \$3 co-pay for generic; and \$15 co-pay for brand.

Attendance Incentive:

Add language: Attendance incentive provisions as described under Salary Variations (9C 5 & 6) shall be suspended for the 2005-2006 school year only.

Article VII-C, Clock Hours:

In elementary and K-8 schools, the School District shall have the right to utilize one preparation period per week as a common preparation period. The common preparation period shall occur on Fridays. The specific period during the day which shall serve as the common preparation period may vary from school to school.

Legal Liability Coverage:

The District is committed to providing legal liability coverage for all members of the DFT bargaining unit. To determine this coverage a joint union/management committee, composed of an equal number of union and management representatives, will convene. This committee shall make its recommendations to the DFT and the District no later than October 15, 2005. If the District and the Union agree with the recommendations, they shall be implemented no later than December 31, 2005.

High School Lunch Committee:

The District and the Union shall convene a joint committee to discuss shortening the high school lunch period for students. The committee shall report its recommendations to the CEO by December 1, 2005. Any jointly agreed recommendations of the committee shall be submitted to the CEO for implementation in the 2006-2007 school year.

Sick Leave:

All bargaining unit members shall defer use of five (5) sick days of their 2005-2006 allotment. Those days will become available for use on July 1, 2006.

Employees who retire from the district or die while employed by the district during the 2005-2006 school year shall have the deferred days restored to their bank.

Any employee on an approved medical leave of absence for his or her medical condition shall have his or her deferred days restored upon the employee's request after the employee has exhausted his or her accumulated sick leave.

Retirement:

Employees who notify the district by March 31, 2006 of their intent to retire between July 1 and August 1, 2006, and retire by August 1, 2006 shall receive a \$500 bonus to be included in their final pay.

Advanced Degree:

Amend Appendix A, Salary Schedule and Formulas (Section 4, page 83)

Add: Employees who have completed all requirements for an advanced degree beyond Bachelor's level by August 31, 2005, shall receive the applicable increase in salary under the schedules in Appendix A of the 2002-2005 agreement. Employees who complete the requirements for advanced degree after August 31, 2005 shall receive the salary increase at the beginning of the 2006-2007 school year.

Delete existing language Section 4, first two paragraphs.

High School Building Representatives:

In a senior high school the building representative shall be relieved of one class from the teaching program for the purpose of performing union building representative responsibilities.

Article V-A, Organization of School Calendar:

Add paragraph (page 8): Effective the beginning of the 2005-2006 school year, the following 43 week high schools shall become 39 week high schools: University Public, Detroit City, Barsamian, Davis Aerospace.

Educational Technician and Compact Technician Salary:

The District agrees to pay Educational Technicians and Compact Technicians on a salary basis in accordance with the law. To achieve this change from hourly to salary a joint committee, composed of an equal number of union and management representatives, shall convene and present its recommendations no later than September 30, 2005 for implementation no later than December 31, 2005.

Article XXVII, Duration:

All provisions of the 2002-2005 Agreement not specifically changed by mutual agreement shall be carried forward in the new Agreement.

This Agreement shall be effective, except where expressly stated to the contrary, as of July 1, 2005 and shall continue in effect through June 30, 2006.

2005-2006 School Calendar

By their representatives' signatures below, the parties agree to amend the July 1, 2002 to June 30, 2005 collective bargaining agreement between the School District of the City of Detroit and the Detroit Federation of Teachers as indicated below:

Appendix G: School Calendar for 2003-2004 (Delete)
Appendix G: School Calendar for 2004-2005 (Delete)
Appendix G: School Calendar for 2005-2006 (New)

2005	
Wednesday, August 24, 2005	Staff reports, full day of work. Professional development and staff orientation.
Thursday, August 25, 2005	Staff reports, full day of work. Teachers will prepare for their classes and work in their assigned rooms with no other activities planned.
Friday, August 26, 2005	Staff reports, full day of work. Professional development.
establishes the fir	c Employment Relations Act, the CEO st day of instruction and pupil contact time.
Monday, August 29, 2005	Schools open for teachers and students. (Full day for both).
Thursday, September 1, 2005	Schools close at end of day for Labor Day weekend.
Tuesday, September 6, 2005	Schools reopen.
Tuesday, November 8, 2005	Full day of professional development. No students present.
Friday, November 11, 2005	Schools close at noon for Veterans' Day observance.
Wednesday, November 23, 2005	Schools close at end of day for Thanksgiving break.
Monday, November 28, 2005	Schools reopen.

2006	
Tuesday, January 3, 2006	Schools reopen.
Monday, January 16, 2006	Schools closed for Martin Luther King Jr.'s Birthday.
Friday, January 27, 2006	End of first semester.
	(Half day for students)
Monday, January 30, 2006	Second semester begins.
Friday, February 17, 2006	Schools close at end of day for winter break.
Monday, February 27, 2006	Schools reopen.
Thursday, March 9, 2006	Full day of professional development. No students present.
Thursday, April 13, 2006	Schools close at end of day for Good Friday and Spring break.
Monday, April 24, 2006	Schools reopen.
Monday, May 29, 2006	Schools close for Memorial Day observance.
Thursday, June 15, 2006	Last day of school for students.
Friday, June 16, 2006	End of semester.
	(Last day of school for teachers)

Each school will schedule four half-day parent teacher conferences.

There will be two city-wide half-day professional development sessions, one each semester.

AGREEMENT

between the

SCHOOL DISTRICT OF THE CITY OF DETROIT

and the

DETROIT FEDERATION OF TEACHERS LOCAL 231

American Federation of Teachers, AFL-CIO

July 1, 2002 — June 30, 2005