

SETTLEMENT PROPOSALS

FROM

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

AND

**THE DETROIT ASSOCIATION OF
EDUCATIONAL EMPLOYEES**

APRIL 12, 2010

**Settlement Agreement
Between
The School District of the City of Detroit
and
The Detroit Association of Educational Office Employees**

It is hereby agreed by and between the School District of the City of Detroit and the Detroit Association of Educational Office Employees, in final settlement of all outstanding issues under negotiation, as follows:

1. The parties' new Collective Bargaining Agreement, the terms of which are fully set forth herein, shall be in effect for the period of July 1, 2007 through June 30, 2013;
2. All provisions of the expired Agreement (July 1, 2003 – June 30, 2007) not specifically changed herein are carried forward into this Agreement.

For the Detroit Association of Educational
Office Employees:

Rynebold
L.S. Moore

Date: 4/12/2010

For the School District of the City of Detroit:

Ronald A. Singh
Mary Stuebel

Date: 4/12/10

APPROVED: _____
Robert C. Bobb, Emergency Financial Manager

Date: _____

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: April 12, 2010 DPS Proposal: As Is _____ Modified _____
DPS Initials: D. DeGongh
Union Initials: R. Reinbold
TA'D Date: 4/12/2010

ARTICLE XXVIII
DURATION

This Agreement shall be effective, except where expressly stated to the contrary, as of July 1, 2007 and shall continue in effect through June 30, 2013.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: February 25, 2010 DPS Proposal: As Is _____ Modified _____
DPS Initials: David White
Union Initials: Greenbold
TA'D Date: 2/25/2010

ARTICLE I
RECOGNITION

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

2. The District shall deduct from the pay of each employee from whom it receives authorization to do so the required amount for the payment of dues or service fees. Such dues, or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union no later than thirty (30) days after the deductions were made.

To the extent the union has been invoiced by the District for reimbursement of union employees' salaries and benefits and the union has not paid the invoice within three weeks of the date of the invoice, the District shall have the right to deduct the amount the union owes the District from checked-off dues owed the union.

D. School Calendar

The District shall consult the union in the development of bargaining unit members' work schedules (i.e, the days that employees work during the school year, based upon the academic calendar).

~~The Union shall be consulted in developing the school calendar~~

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: March 30, 2010

DPS Proposal: As Is Modified

DPS Initials: [Signature]

Union Initials: Ryiewbold

TA'D Date: 3/30/2010

ARTICLE IV
HOURS OF WORK

- B. 1. Regular working hours, as previously established, shall be maintained for all employees in the bargaining unit. The regular schedule in administrative offices shall be 8:15 a.m. to 4:30 p.m. 8:15 a.m. – 5:00 p.m., Monday through Friday, not to exceed seven and one-half (7 ½) hours per day and based on flex schedule as follows:

A department head may determine based upon the department's need that flex work schedules are appropriate. Once such determination is made, the department head may discuss and implement flex work schedules.

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

~~Day Shift: 8:15 AM. – 4:30 PM~~

~~Afternoon Shift: 4:15 PM – 12:30 AM~~

~~Midnight Shift: 12:15 AM – 8:30 AM~~

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

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

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

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #4 (Revised)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: April 12, 2010

DPS Proposal: As Is Modified _____

DPS Initials: *D. Johnson*

Union Initials: *R. Newbold*

TA'D Date: *4/12/2010*

ARTICLE V
COMPENSATION

A. **Wages**

There will be a wage reopener for 2012-2013 (wages only).

B. **Furlough Days/Concessions**

Furlough days will be days off without pay.

1. For the 2009-2010 Fiscal Year, all bargaining unit members shall take Furlough days on:
 - a. Memorial Day, Monday, May 31, 2010
 - b. Friday, June 25, 2010
2. For the 2010-2011 and 2011-2012 Fiscal Years, all bargaining unit members shall take Furlough days as follows:
 - a. **School Based Employees**
Five (5) furlough days to be used on Professional Development days or other prescribed days if Professional Development days are reduced.
 - b. **Central Office Employees**
Unless otherwise stated, five (5) furlough days will be mutually agreed to between the employee and the employee's supervisor, provided the furlough days will not disrupt the operation of the department.
 - c. **Additional Furlough Days (All Bargaining Unit Members)**
Friday before Labor Day
Labor Day
Friday following Thanksgiving

B. **Shift Differential**

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

C. **Step Increases**

Effective July 1, 2009 through the duration of this agreement, salary step increments for all bargaining unit members shall be suspended.

F. **Longevity**

Effective July 1, 2009 through the duration of this agreement, longevity payments shall be suspended.

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

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

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

2. ~~When an employee transfers from another School District of the City of Detroit bargaining unit, via promotion or entry level assignment, into the Union's bargaining unit, he/she shall retain District years of service credits for longevity benefits.~~
3. ~~In appreciation for services to the District, a late December bonus of one hundred fifty dollars (\$150) per year shall be paid annually by the District to all employees covered by this Agreement who have completed thirty (30) years of service as of July 1 of that year, and who were still on the payroll November 30 of the same year.~~
4. ~~Beginning with the 1999-2000 school year all unit members whose primary assignment is housed in the Schools Center Building or Schools Center Annex shall receive a \$360 annual parking allowance.~~

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

H. **Wage Differential**

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

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

1. Hourly rates for Evening School, Summer School, and Summer Special Projects will remain in effect for the duration of the Agreement. ~~be increased as set forth in Article V.A.~~

J. **Workshop Rates**

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

K. **Mileage Allowance**

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

All unit members who are directed to use their own vehicles during regular working hours will qualify for mileage reimbursement up to a maximum of 500 miles per month.

L. **Personal Property Loss**

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

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

M. **Upon Retirement – Payment of Unused sick Leave Days**

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

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

N. **Overtime Policy**

1. Time and one-half will be paid to all Employees of the bargaining unit for actual hours worked in excess of 40 hours during any one week period. For purposes of this section, the phrase "actual hours worked" shall be consistent with the definition of hours worked pursuant to the Fair Labor Standards Act.

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

2. Employees assigned to work Saturdays, Sundays and holidays shall be compensated his/her regular rate ~~by two (2) times the hours worked~~ in monetary pay or compensatory time unless paragraph 1 above applies.

P. **COMPUTATION OF BACK WAGES**

Computation of wages or fringe benefits must be brought within two years from the date it is reasonable to assume that the union and/or the individual first became aware of the situation giving rise to the claim.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #5 (Revised)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: April 12, 2010

DPS Proposal: As Is Modified _____

DPS Initials: J. DeGongh

Union Initials: Rynewald

TA'D Date: 4/12/2010

ARTICLE VI
FRINGES

A. **Insurance Program**

All full-time bargaining unit members may elect to 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.

1. **Health Insurance:**

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

Effective January 1, 2010, bargaining unit members who elect health insurance coverage will be eligible to receive coverage under one of two HMO plans or one of two PPO plans.

Employees choosing HMO coverage will be required to pay 10% of the annual premium cost via payroll deduction.

Employees choosing PPO coverage will be required to pay 10% 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

1. ~~Compensable (on the job) injuries: In case of a compensable injury, an employee may receive free medical, surgical, and/or hospital care at any one of the officially designated hospitals. (See list on pages 28-29 at the end of this Section.) If the necessity of treatment does not appear until after the employee has left his/her place of employment, any of the designated hospitals may be used. Except where the service is furnished in an unusual emergency where minutes count, the District will not pay the fees of other hospitals or doctors, nor will it reimburse employees for fees paid to other hospitals or doctors; any such claims will be refused if the District finds that a designated hospital could have been used.~~

2. **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.

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

a. **Hospital-Medical-Surgical**

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

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

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

3. **Prescription Rider**

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.

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

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

~~d. **Hospital-Medical-Surgical Insurance Options**~~

~~A member may elect to apply the hospital-medical surgical insurance subsidy for herself/himself and dependents to coverage under Blue Cross-Blue Shield of Michigan or the Health Alliance Plan(HAP), Michigan HMO Plan, Total Health Care, Comprehensive Health Service of Detroit (CHSD), OMNI Care and Blue Care Network. ESRP's are eligible. Members must apply for coverage within sixty (60) days of initial employment or during open enrollment periods.~~

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

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

~~f. **Health Care Opt-Out Plan**~~

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

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

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

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

~~4. **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 10% of the cost of the dental insurance selected.~~

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

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

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

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

~~5. **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).~~

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

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

~~6. **Life Insurance**~~

~~The District shall underwrite the cost of group life insurance for all 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.~~

- ~~5. a. Regular Employees - Effective October 1, 1980, fully paid life insurance shall be increased by five thousand dollars (\$5,000) per eligible member. Total life insurance is twenty thousand dollars (\$20,000).~~
- ~~b. ESRP's - Effective October 1, 1980, the fully paid life insurance for ESRP's shall be increased by four thousand dollars (\$4,000) per eligible member. Total life insurance is five thousand dollars (\$5,000).~~
- ~~c. The District shall provide one thousand dollars (\$1,000) life insurance for employees who have retired subsequent to July 1, 1986.~~

7. ~~6.~~ **Weekly Indemnity - Not District sponsored**

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

8. ~~7.~~ **Tax-Deferred Annuity - Not District Sponsored**

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

9. ~~8.~~ **Flexible Health and Welfare Reimbursement Plan - District Sponsored**

~~The District shall maintain a Section 125 plan for members of the bargaining unit.~~

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: January 12, 2010

DPS Proposal: As Is Modified

DPS Initials: DDM

Union Initials: Rjreubold

TA'D Date: 1/26/2010

ARTICLE VI
FRINGES

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

~~Central~~
~~Concentra 4220 Cass (313) 831-3130~~

~~Downriver~~
~~Concentra 21107 Eureka Road (734) 287-3415~~
~~Taylor, MI~~

~~Downtown~~
~~Primecare 1320 Wilkins (313) 393-2300~~

~~East~~
~~Concentra 40732 Van Dyke (810) 977-3261~~
~~27070 Hoover Road (810) 756-5800~~
~~Ste. B, Warren, MI~~

~~Northwest~~
~~Concentra 28196 Schoolcraft (734) 425-4600~~
~~Livonia, MI~~
~~34095 Plymouth (734) 513-2000~~
~~Livonia, MI~~
~~26185 Greenfield (248) 669-2040~~
~~Southfield, MI~~
~~Health South (313) 835-4241~~

20720 Plymouth Road

Northwest General

9600 Dexter

Primecare 8830 W. McNichols (313) 862-9400

Southwest

Primecare 901 W. Grand Blvd. (313) 894-3950

West

Concentra Metro Airport Center (734)955-7000

Romulus, MI

17500 Federal Drive (734)982-1370

Allen Park, MI

6700 Middlebelt Road(734)326-1180

Romulus, MI

34087 Plymouth Road (734)458-8369

Livonia, MI

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: April 12, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: D. DeLong

Union Initials: R. Newbold

TA'D Date: 4/12/2010

ARTICLE VI
FRINGES

B. Vacation And Off-Days With Pay

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

Days Absent	Annual Bonus
0	\$300
1-2	\$250
3-4	\$150

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

C. Holidays

- 4. A bargaining unit member shall be eligible for the paid holiday, provided he/she works both either the day before and or the day after such holiday, or is on an unpaid furlough day or is receiving vacation or paid sick leave pay, other than personal business.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: February 3, 2010

DPS Proposal: As Is Modified

DPS Initials: [Signature]

Union Initials: Rynebold

TA'D Date: 2/3/2010

ARTICLE VII
WORKLOADS AND ASSIGNMENTS

- D. Employees not covered by this Agreement shall not displace employees covered by this Agreement by performing work normally performed by such employees except in instances of reorganization. ~~The Union must be notified of any instances of reorganization prior to implementation.~~ The Union will be notified, whenever possible, of any instance of reorganization that results in Staff Reduction at which time Article XVIII shall be implemented.
- E. ~~The District, through its divisions/departments shall notify the Union whenever it is the intention to use contracted clerical services on other than an emergency basis. In the event it becomes necessary for the District to contract or sub-contract work that is done by this bargaining unit, it shall not be used for the purpose or intention of undermining the Union.~~
- H. The District will make reasonable efforts to comply with the clerical allocation codes; however, the District's allocation of clerical staff is within the sole discretion of the District.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: February 1, 2010

DPS Proposal: As Is Modified _____

DPS Initials: Dallen

Union Initials: Rjnewbold

TA'D Date: 2/1/2010

ARTICLE X
VACANT POSITIONS

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

School Locations

- ~~• The Site Based Management Committee shall interview the five applicants identified by~~

the Department of Human Resource Management and Planning.

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

Locations Other Than Schools

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #10

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: January 12, 2010

DPS Proposal: As Is Y Modified _____

DPS Initials: [Signature]

Union Initials: Rynebold

TA'D Date: 2/1/2010

ARTICLE XI
TRANSFER POLICY

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

In the case of individual transfers:

~~Human Resources will make every effort to notify unit members being transferred shall be notified in writing by Human Resource Management and Planning at least thirty (30) within five (5) calendar days before the date the contemplated transfer is to become effective. The notice shall set forth the expected date of transfer and the place involved. The Union shall be furnished with a copy of the notification of the transfer at the same time. The parties recognize that emergency situations may arise in which the five (5) thirty (30) day notice is not feasible.~~

Approved: _____
Robert C. Bobb, Emergency Financial Manager

TA'D Date: 1/26/2010

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

Approved: _____
Robert C. Robb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: January 12, 2010

DPS Proposal: As Is Modified

DPS Initials: D. Adams

Union Initials: R. Newbold

TA'D Date: 1/26/2010

ARTICLE XIV
EMPLOYEES IN ACTING POSITIONS

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

1. An employee is eligible for acting status after ninety (90) ~~twenty-five (25)~~ consecutive work days for a continued absence or in a position that has been vacated.

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

2. Upon expiration of the ninety (90) ~~twenty-five (25)~~ days, the administrator-in-charge shall write a memo to the Division of Human Resources:

Director, Support Staff Personnel
(for secretarial positions)

_____OF

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

3. The written memo should verify the following:

a. The employee has served ninety (90) ~~twenty-five (25)~~ work days in the higher classification at the administrator's request.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: January 12, 2010

DPS Proposal: As Is Modified

DPS Initials: D. Adams

Union Initials: R. J. J. J. J.

TA'D Date: 1/26/2010

ARTICLE XVII
WORK STOPPAGE LAYOFFS

- B. Bargaining unit members are laid off at the end of the third (3rd) day of another unit's work stoppage unless otherwise notified. Notice to the contrary may include any date after the third day of the work stoppage. Employees are to return to work on the day indicated in the notice, and such notice may include one or more methods of communication. If the District recalls with the intent to reopen, the District shall have the right to lay off employees again without the need for any specific notice in the event schools do not open or schools open and are subsequently closed.

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #15 (Revised)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: February 3, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: [Signature]

Union Initials: Rynewald

TA'D Date: 2/3/2010

ARTICLE XVIII
STAFF REDUCTIONS

- A. Except where conditions arise beyond the District's control, in the event a staff reduction is necessary, the following procedure shall be adhered to:
1. The Union shall be notified on or before the date of the lay off letter, ~~least fifteen (15) days prior to staff reduction~~.
 2. Employees (including those working less than 12-months) to be released shall be notified in writing at least ten (10) ~~working~~ calendar days prior to their release with copies sent to the Union.
- B. If a reduction in staff is necessary in determining which employees are to be retained, an employee with greater bargaining unit seniority shall be given preference except where special abilities and/or racial balance are required according to District policy.
- C. When filling vacancies which occur after a reduction in staff, employees who have been released shall be recalled in accordance with their bargaining unit seniority, except where special abilities and/or racial balance are required according to District policy and as provided in Article XIX, Section E, Leave Policy of this Agreement.
- D. Employees laid off through the procedure as stated above shall be maintained on a recall list for a period of two (2) years from the date of layoff. Employees' lay off letter shall include this language

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: January 12, 2010

DPS Proposal: As Is Modified

DPS Initials: DD

Union Initials: Ryembald

TA'D Date: 1/26/2010

ARTICLE XIX
LEAVE POLICY

A. Sick Leave

- ~~5. An employee who has used all of her/his sick bank may, in case of extended illness, borrow up to ten (10) days with a promissory note. These days shall be deducted at the beginning of the following school year.~~
- ~~6. An employee terminating employment shall repay the school system the amount owed for sick leave days advanced under this policy.~~

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: April 7, 2010 DPS Proposal: As Is Modified
DPS Initials: J. DeGongh
Union Initials: Ryriebold
TA'D Date: 4/12/2010

ARTICLE XIX
LEAVE POLICY

A.7.

Emergency Conditions

- a. Scheduled days of student attendance that are cancelled because of conditions not within the control of authorities shall be rescheduled by the school district when the district is unable to meet the State mandatory requirements.
- b. When the cancelled days become less than a State requirement for student attendance, 10-month employees shall not be compensated for mentioned days.
- c. Rescheduling of days shall not decrease annual salary, compensation, or other benefits provided with this Collective Bargaining Agreement. The parties agree that ten 10-month employees will also be governed by the above provision and the manner in which it will be implemented only when the school system falls below the State mandated 180 days for student attendance.
- d. When students are not required to report to school due to inclement weather or conditions not within the control of school authorities, school based bargaining unit members in those schools shall not be required to report but shall be paid.

When schools are closed for emergency conditions, central administrative office employees shall be required to report unless directed otherwise and will be paid their regular rate of pay; members who fail to report and are not on an approved medical leave shall be required to present a doctor's excuse to be approved for pay.

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

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: January 12, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: *[Signature]*

Union Initials: *Ripnewbold*

TA'D Date: 2/5/2010

ARTICLE XIX
LEAVE POLICY

A.8.

Offset

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

Benefit Termination or Limitation

1. If retirement is granted through MPSERS (regular or disability), entitlement to assault pay shall terminate even if the employee continues to receive weekly Workers' Compensation benefits.
2. If the employee rejects the report of the specialist (See XIX.F) and pursues a Workers' Compensation claim any recovery shall be Workers' Compensation benefits only. The employee shall not receive assault pay benefits.
3. An employee will maintain employment for a maximum period of one (1) year while receiving workers' compensation benefits.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: April 12, 2010

DPS Proposal: As Is Modified _____

DPS Initials: D. de Gough

Union Initials: R. Newbold

TA'D Date: 4/12/2010

ARTICLE XIX
LEAVE POLICY

B. Absences Chargeable to Sick Leave

1. **Personal Illness**

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

Employees are required to observe the following District policies:

- a. An employee not able to return to work following ~~five (5)~~ four (4) consecutive days of absence for personal illness ~~must~~ may be required to have a medical examination by the District's designated Physician Medical Services Provider and present the appropriate form for returning to employment, executed by his/her physician (Physician Certificate) before returning to her/his assignment.

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

- b. After ~~five (5)~~ four (4) consecutive work days of Sick Leave, an employee must furnish a statement from her/his physician on the fifth day of her/his absence from work on the appropriate District form which permits and secures release of her/his next paycheck.

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

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

- I. If a regular employee is absent for illness on the first day of the work schedule in the school year, the illness must be confirmed by the Human Resources, or a written request for approval from the employee must be approved by Human Resources Leave Management Office ~~the Chief Fiscal Officer~~. This applies to absence for one (1) or more days. Approval by the Medical Office requires medical certification from the employee's attending physician to the Medical Office on the appropriate District form.

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: January 12, 2010

DPS Proposal: As Is Modified

DPS Initials:

Union Initials:

TA'D Date:

ARTICLE XIX
LEAVE POLICY

B. Absences Chargeable to Sick Leave

5. **Maternity Policy**

Except as specifically provided otherwise in this Article, absences from work, which are associated with pregnancy, childbirth and child care, shall be subject to the respective regular School District provisions as applicable for approved illness absence.

For eligible employees (one year of service and 1,250 hours worked in past 12 months), maternity 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.

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

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

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

a. ~~Requirements for Continued Work:~~

- ~~(1) The employee who has become pregnant is expected to notify her principal or other administrator as soon as possible after her condition is confirmed, but shall so notify the administrator before the end of her fourth month of pregnancy.~~
- ~~(2) In order to provide for maximum continuity of service, the employee is expected to inform her administrator in writing of the tentative dates of leaving and returning as soon as possible after her condition is confirmed. Notification of tentative dates shall be given in writing no later than the end of the fourth month of pregnancy. Tentative dates may be revised.~~
- ~~(3) An employee may continue to work in her current assignment provided that the employee shall submit Form 4306, Medical Office Physician Certificate - Maternity (only) from her personal physician which shall certify the anticipated date of delivery, and that she is able to work in her current assignment, and further provided that she is able to fulfill all conditions and requirements of employment in her current assignment and demonstrates ability to conduct her regular duties and activities on the job.~~

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

- (1) The date of leaving work because of disability shall be determined by the employee and her Physician provided that it is certified by the employee's personal physician and confirmed by the District's designated Physician Medical Examiner that the employee is unable to work.
- (2) During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick bank subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the District's designated Physician Medical Examiner.
- (3) An employee shall not move from any unpaid leave of absence status to paid disability absence status.

- (4) An employee shall not move from a paid disability absence to an approved absence without pay.

c. ~~Requirements for Return to Work:~~

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

d. Related Conditions:

- ~~(1) Regular conditions and provisions for continuation of insurance which apply to approved absences and/or Leave of Absence shall apply.~~
- ~~(2) The decision of the District Medical Examiner is binding except that if an employee is not satisfied with the decision of the District Medical Examiner as to her ability or disability for work, the employee may appeal the decision under the following conditions: The District Medical Office shall provide a list of at least three (3) appropriate specialists. The employee shall consult any one of those designated at his/her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work.~~
- (3) The Appropriate Administrative Unit Division of Human Resources may require a medical examination by the District's designated Physician Medical Examiner for of an employee at any time when the employee's ability or disability for work is questioned.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: January 28, 2010

DPS Proposal: As/Is ✓ Modified

DPS Initials: Adams

Union Initials: Rheinbold

TA'D Date: 2/1/2010

ARTICLE XIX
LEAVE POLICY

C. Regulations for Leave of Absence

1. The District upon written request may grant a leave of absence for a period not to exceed one (1) year, subject to renewal at the will of the District.
3. Employees able to anticipate non-illness absence chargeable to sick leave must make an application in advance on the appropriate district form.
4. ~~Form 4043, Request for Leave of Absence or Extension of Leave, is to be submitted by an employee who wishes an approved absence without pay for periods of more than four (4) weeks (20 working days).~~
6. The maximum allowance for all purposes (except professional service and personal business) shall be one year ~~three (3) consecutive years~~. ~~Personal Business Leaves are for one (1) year.~~ Requests warranting special consideration beyond the limitations indicated may be referred to a reviewing committee for recommendation.
7. No form is required for approved absence without pay for a period of one (1) to four (4) working days, but an employee should first secure the approval of her/his administrator. Such absence will be entered on the payroll as "Absent Without Pay." Form 4132, Request for Approved Absence, is submitted by an employee seeking approval for a period of five (5) days or more, up to a maximum of four (4) weeks.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: January 28, 2010

DPS Proposal: As Is Modified

DPS Initials: J. Hillman

Union Initials: R. Newbold

TA'D Date: 2/1/2010

ARTICLE XIX
LEAVE POLICY

D. **Types of Leaves**

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

1. **Illness**

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

2. **Military**

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

3. **Study**

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

4. **Personal Business**

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: January 12, 2010

DPS Proposal: As Is Modified

DPS Initials: D. Bilson

Union Initials: R. Neubold

TA'D Date: 1/26/2010

ARTICLE XX
RESTORATION OF SICK LEAVE

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: January 12, 2010

DPS Proposal: As-Is Modified

DPS Initials: [Handwritten Signature]

Union Initials: Ryrieubold

TA'D Date: 1/26/2010

ARTICLE XXIV
INFORMATION

- A. The parties shall make available to each other, upon request, any and all information, statistics and records relevant to grievances and negotiations necessary for the proper enforcement of the terms of this Agreement.
- B. Not later than July 1 of each year, the District shall provide the Union a complete seniority list. A seniority list shall also be provided to the Union in cases of staff reduction. This seniority list shall be kept up-to-date and additional copies shall be made available throughout the year upon request of the Union.
- C. The Union shall receive copies of all policies and procedures adopted by the District.

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: January 12, 2010

DPS Proposal: As Is Modified

DPS Initials: D Adam

Union Initials: R Picumbald

TA'D Date: 1/26/2010

ARTICLE XXV
UNION ACTIVITIES

- G. During the life of this Agreement, and upon request of the Union, the equivalent of ten (10) working days per year shall be allowed without loss of pay or other benefits for purposes designated by the Union officers. Such days if not used shall be banked. The daily rate of any substitute service which the District provides in these cases will be paid by the Union. A union member may be granted personal time for union activities provided the time does not result in any curtailment in service or operation in the work locations affected by such an absence.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: January 12, 2010

DPS Proposal: As Is Modified

DPS Initials: DMM

Union Initials: Rynewbold

TA'D Date: 1/26/2010

ARTICLE XXVIII
EDUCATIONAL TRUST FUND

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

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

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

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

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: March 30, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: Miller

Union Initials: Rynewald

TA'D Date: 3/30/2010

LETTER OF UNDERSTANDING – JOB DESCRIPTIONS

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
TO
THE DETROIT ASSOCIATION OF EDUCATIONAL OFFICE EMPLOYEES

Proposal Date: March 30, 2010

DPS Proposal: As Is _____ Modified _____

DPS Initials: *W. H. H.*

Union Initials: *R. J. J.*

TA'D Date: *3/30/2010*

ARTICLE XV

~~PERSONNEL FILE: EMPLOYEE COMPETENCE; ANNUAL EVALUATION FORM~~
PERSONNEL FILE AND EMPLOYEE PERFORMANCE EVALUATION

- K. Disciplinary actions shall be removed, upon request, from an employee's official personnel file three years after the issuance of the discipline and provided there has been no further discipline within the three year period and provided the employee is not currently in the discipline process for another offense.

Approved: _____
Robert C. Bobb, Emergency Financial Manager