

# DFSE Tentative Agreement

- Five Year Contract 2023-2028

## Article 29: Wage Rate Schedule

- Compensation: All Classifications:
  - 2023-24: Salary increase is Foundation Allowance or 4%, whichever is greater.
  - 2024-25: Salary increase is Foundation Allowance or 4%, whichever is greater.
  - 2025-26: Salary increase is 1% + Foundation capped at 3%
  - 2026-27: Wage Reopener & active Foundation Tie Decrease language
  - 2027-28: Wage Reopener & active Foundation Tie Decrease language

*Previous year's per pupil funding is used as the base. Base year resets annually. The 2023-24 will be off the 2022-23 foundation and the 2024-25 will be off the 2023-24 foundation. Percentage amounts will be rounded to the nearest hundredth.*

(LOA) Administration will have the ability to place ~~no more than fifteen (15) staff with adequate experience in new positions anywhere on the salary schedule yearly as follows:~~ **a total of 60 salary schedule exemptions annually on the salary schedule for all classifications based on prior experience, market rates, and demand / level of difficulty to fill, etc. If additional exemptions are required, the District will confer with union leadership.**

**Retired DFSE members returning to the same full or part time position they left may be placed at the lane and step closest to their annual base salary at the time of their retirement. Retirees that return are not eligible for health benefits.**

### Clerical

- Current Receptionist Classification will eliminate steps 5 & 6 and increase steps 7 through 11 by \$.50 cents
- Add Media Secretary Classification (formerly "Secretary II" classification).
- Increase Media Secretaries from 6.42 profile hours to 6.75
- The secretary II (this does not include media secretaries) and secretary III classifications will be combined into a new classification titled, "Building Secretary."
- The "Building Secretary" compensation is the current secretary III step schedule. Secretary II and III staff (now called "Building Secretaries") that are below the current / former secretary III step 7 will move to the former Secretary III, Step 7, which is now called building secretary.
- The current Secretary IV classification moves to the Secretary V salary lane. Secretary V position is eliminated. The former Secretary V, now Secretary IV, eliminates steps 5 and 6.

### Custodial

For the purposes of recruitment and filling numerous vacancies, both parties agree to eliminate steps 2 & 3.

### Specialists & Technicians

Increase salary schedule by 50cents across all steps/classifications.

### Special Education Paras

In order to ensure Special Education paraprofessional placements and reassignments may be adjusted as needed to best meet the needs of the Special Education students and buildings, the Special Education Director and Human Resources will confer with the DFSE President, Principal and paraprofessional prior to implementing reassignments outside of the contractual bid process.

## Grounds

- Commit to reimbursing ground employees for a Hi-Lo certificate.
- Ground staff that work overtime for snow plowing will be relieved from the following day's shift four hours early without pay or personal time be used. - Change contract so the Trades, Labor and Grounds Supervisor may reassign work times in a 24 hour notice. Inclement weather day shifts vary depending on Supervisor's discretion based on district needs.
- The Union and District commit to exploring the development of a new job description including the possibility of training specific identifications.

## GSRP Paras

- \$2 increase for top step.
- Those that do not qualify for the TEACH Grant, the District will reimburse GSRP paraprofessionals for CDA renewal.
- Addition of five work days on Fridays to be used for PD, home visits, conferences, teacher collaboration and other duties as assigned by the Coordinator of Early Childhood.
  - If five day work weeks for GSRP are required by MDE (Universal Pre-K), this addition will increase to include all Fridays of the school year.

## Food Service

- Increase all steps by .25 cents.

## Transportation

- \$300 stipend per new hire trained

## Support Technology Analyst

- Addition of a flexible work day schedule with the advance, when possible, approval of the Director of Technology
- Addition / extension of the one help desk position (two were added temporarily (2 years) using ESSER funding). Help desk positions may be used as floating "building technician(s)" at the discretion of the Director of Instructional Technology.
- At the discretion of the Director of Technology, one summer day of Professional Development may be implemented.

## Skilled Trades

- Increase boot allowance: \$120 annually (applies to all eligible classifications)
- District commits to exploring the possibility of hiring a painter for 24-25 school year via LOA.
- District agrees to the addition of six Apprentice positions (carpenter/mason, locksmith, plumber, electrician, mechanic, metal mechanic/mason, HVAC) for a 4 year commitment. The salary classification will appear on ~~follows~~ the apprentice salary schedule. **The District agrees to the first cohort dependent upon the District's annual budget determining if the positions will be filled annually. The District commits to filling a minimum of one position for the 2023-24 school year.**

## PURPOSE AND INTENT

Eliminate - ~~Whenever the word "he" or "employee" is used in this document, it shall be deemed to include both male and female.~~

Change "his/her" to "the employee" throughout the entire contract.

## ARTICLE 1 - RECOGNITION

~~; a maximum of twelve (12) unclassified secretarial positions.~~

~~Employees on a 7-day operation who average forty (40) hours a week or more will be considered full-time employees.~~

~~The Union and the Board recognize the existence of the principles of Affirmative Action; however, the Union and/or the Board reserve the right to challenge any proposed state or federal Affirmative Action program which in their opinion violates the applicable legislation, the collective bargaining agreement and/or valid practices and policies of the Union or the Board.~~

- **Both parties agree to exchange the following positions:**
  - **Changing seven DFSE positions to non-classified, non-instructional positions:**
    - **Compensatory Education Grant Specialist**
    - **Special Education Tech Specialist**
    - **Accounting Tech Specialist**
    - **Records Technician - Student Services**
    - **Secretary III - Student Services, Student Accounting Secretary**
    - **Remote Job Entry position - Student Services**
    - **Graphics Lab Position**
  - **Replace two positions by adding the following 15 new positions to the DFSE:**
    - **Cable Technician**
    - **Three Media positions**
    - **One Helpdesk**
    - **Full time receptionist ASC**
    - **Full time receptionist Whitmore-Bolles**
    - **Six skilled trades apprentice positions - filling positions is pending annual budget. District commits to fill a minimum of one position for the 2023-24 school year.**

## ARTICLE 2 - GRIEVANCE PROCEDURE

### ARTICLE 3 - GRIEVANCE PROCEDURE IN DISCHARGE CASES

### ARTICLE 4 - SENIORITY

4.A.3. An employee on initial probation may not promote, demote, or transfer until the probationary period is completed. **If circumstances necessitate, the District reserves the right to move an employee on initial probation after consultation with the union.**

~~4.A.5. Proof of testing required of any position will be given upon request to each individual employee. A Proof of Testing Form (indicating name of employee, tests passed, and classification for which employee has qualified will be forwarded upon request within thirty (30) days of testing to the employee.~~

4.B.2.A. Separate seniority lists will be kept for regular full-time employees and regular part-time employees. **Full-time employees shall be ranked higher than part-time employees for the purposes of bidding full-time jobs. Part-time employees shall be ranked higher than full-time employees for the purposes of bidding part-time jobs.** Food Service and Paraprofessionals regardless of full or part-time status, will be listed on the regular part-time list.

4.B.2.C.a. When ranking non-instructional employees in seniority order, **an employee who carries seniority on only one (1) list, the part-time or the full-time list, may not exercise such seniority against any employee on the other list.** If two or more employees have the same classification seniority date, they shall be

ranked by their unit seniority dates. If two or more employees remain tied, they shall be ranked by the last four digits of their respective social security numbers, the one with the higher number being given higher seniority rank (which will not be posted).

#### Updated Examples

~~For those members of the DFSE unit who joined the unit as a consequence of the annexation of the Fairlane District, the tie-breaker in unit seniority will be the length of service in the Fairlane District before annexation. If two or more remain tied, the social security number tie-breaker will apply.~~

#### 4C. Layoff and Recall

**Rehired retirees**, probationary employees and/or employees in apprenticeships within the classifications shall be the first to be laid off.

4.B.10. Remove posting on bulletin boards.

4.C.5.c. if there is no least senior employee **in the lower classification** on the same shift, then the employee may bump the least senior employee on another shift **in the lower classification**.

4.C.7 ~~In order to retain current special education paraprofessionals whose position has not been eliminated and in order to maintain continuity for students and other contract language notwithstanding, a~~

4.D.2.b. Employees may exercise transfer rights one (1) time each school year unless a transfer has been effected within the preceding twelve (12) month period. A promotion **or demotion** may follow a transfer ~~one (1) time each school year~~ but a transfer may not follow a promotion **or demotion** for one school year. **Placement of employees following a promotion or a demotion shall not be at a date that is disruptive to the operation of the district. Food service employees who transfer within their same kitchen are exempt from this clause. For food service classification only,** profile hours for an existing occupied position may be increased by no greater than one (1) hour per day and such position will not be required to be bid as a new assignment.

4.D.2.c. **The profile hours for an existing occupied position in any food service classifications may be increased by no greater than one (1) hour per day and such position will not be required to be bid as a new assignment.**

- a. ~~With the exception of the Superintendent's secretary, DFSE bargaining unit members shall be given consideration in filling non-union secretarial positions. Employer will interview all qualified bargaining unit members who have bid on the position before considering non-bargaining unit members. Generally, a newly created Bilingual Secretarial building secretary position with a bilingual requirement may be posted without consultation with the union. will be posted as a Secretary II. If the employer finds a need to post a higher secretarial classification as bilingual and if there are no other bilingual building secretaries in the office, then the employer may post the position as bilingual without consultation with the union. ; the employer will If there is a bilingual building secretary in the office and the employer finds a need to post a higher secretarial classification as bilingual, the employer will meet and confer with the Union before posting the position.~~

**For paraprofessional and certain secretarial positions, the Superintendent shall have the right to delay movement until the beginning of a school year or beginning of second semester in order to maintain continuity.**

~~b. All appointments to entry level positions as Engineer may give priority consideration to qualified building operations specialists. Priority consideration shall be defined as follows:~~

**When filling any non-classified position or a position in another bargaining unit, the Employer may interview all qualified bargaining unit members who have bid on the position before considering non-bargaining unit members.**

1. Any individual who promotes from a position or job within the unit to a job within the jurisdiction of another bargaining unit **or outside of the bargaining unit to an non-classified/non-instructional position**, shall have a period of six months to return to ~~his/her~~ **a vacant position within the employee's former classification within the Union bargaining unit** without loss of seniority. **In the event that a vacant position within the employee's former classification does not exist, then the employee will be offered available positions in a lower classification.**

~~In the event that the employee returns to this bargaining unit within the six month period, he/she the employee shall return to a vacant position in his/her the employee's former classification. If a vacant position is not available, then the employee will be offered available positions close to the employee's former wage. and replace the least senior employee in said classification.~~

- 4F. ~~The union and employer agree that either party may request that this article be reopened after September 1, 2019 for the purpose of bargaining the rewriting, modifying and clarifying the bid process.~~

#### ARTICLE 5 - NEW CLASSIFICATIONS AND RECLASSIFICATION Eliminate Reclassification Language (LOA)

#### ARTICLE 6 - WORK ASSIGNMENTS Eliminate Custodial A Language

#### ARTICLE 10 - RATES OF PAY ON PROMOTIONS & DEMOTIONS

Except as provided in Article 30, an employee promoted to a higher paying classification will experience an anniversary date change to the date of the promotion and advance to the pay step in the new classification which is nearest to the employee's previous pay step; provided that the employee will not receive less than a **.40 cents per hour** ~~twenty-five cent (25c) per hour~~ raise unless such a raise would cause the maximum rate of the new classification to be exceeded.

If an employee is demoted to a lower paying classification the employee's present anniversary date will be changed to the date of demotion and he/she will be placed on a step in the lower classification **closest to the rate earned at the time of promoting. Employee may earn the annual steps regardless of the classification. Promoting and then demoting should not result in an increase of pay except for annual step movement.** ~~which is nearest the previous step in the old classification and which will result in a loss of pay of fifteen cents (15c) per hour or less. A loss of more than fifteen cents (15c) per hour may result in the maximum rate in any classification being exceeded.~~

#### ARTICLE 12-MISCELLANEOUS SALARY ADJUSTMENTS

1. ~~Each employee shall receive an additional twenty-five cents (25c) per hour above the wage scale set forth herein commencing with the tenth year of seniority (i.e. after completing the ninth year) with Employer, an additional twenty-five cents (25c) per hour commencing with the sixteenth year of seniority (i.e. after completing the fifteenth year) with Employer, an additional fifteen cents (15c) per hour commencing with the twentieth year of seniority (i.e. after completing the nineteenth year), and an additional twenty cents (20c) per hour commencing with the twenty-fifth year of seniority (i.e. after completing twenty-four years) with Employer. No other longevity payments will be paid, regardless of past practice.~~

**Longevity: Currently:**

- Years Completed: 10: \$0.25/hour
- Years Completed: 16: \$0.50/hour
- Years Completed: 20: \$0.65/hour
- Years Completed: 25+: \$0.85/hour

**Staff members with less than 10 absences in the prior work year will receive longevity as follows. Absences resulting from approved FMLA, PB and vacation are excluded from this calculation.**

- Years Completed: 4-9 \$0.25/hour
- Years Completed: 10-15: \$0.75/hour
- Years Completed: 16-19: \$1.00/hour
- Year Completed: 20+: \$1.25/hour
- Year Completed: 25+: \$2.00/hour

**Staff members that qualify based on their years of service, but do not qualify based on their attendance will earn the longevity lane below. For example a member with eleven years of service that has more than 9 absences in the prior year, will receive .25/hour instead of .75/hour. Processing date will be one time per year. This date will be included when determined.**

**ARTICLE 20 - LEAVES**

~~Upon return from leave of one year or less, an employee may use classification seniority to bump the junior person within his/her classification on his/her former shift or, if this is impossible, the junior person in the same classification on any other shift, or in any previously held lower classification if his/her seniority in that classification warrants. Any employee so bumped may exercise seniority in the appropriate provision(s) of Article 4C.~~

**Upon return from leave of one year or less, an employee will be offered an available position in the same classification. If such a position does not exist, then the employee will be offered available positions in a lower classification.**

**ARTICLE 25 - HEALTH BENEFITS**

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**25B. Board Contributions**

1. The Monthly Contribution amount by the Board for the period July 1, ~~2018 2023~~ through June 30, ~~2019 2024~~, is ~~\$958.57~~ **\$1,332.43** per Full Time Insurance Equivalent employee or fractions thereof. The FTE is will increase in ~~2019-20, 2020-21, 2021-22, 2022-23 and 2023-24~~ **2024-25, 2025-26, 2026-27, 2027-28** by the percentage increase in the hard cap set yearly by the State of Michigan through PA 152, not to exceed ~~5~~ **3%** each year.

Other contract language will be updated as needed through a Letter of Agreement following review and agreement of the DFSE President and negotiating team.

Signed by Alfredo Lerini for the ADSA

Date: 7-20-23

**Alfredo Lerini, DFSE President & Chief Negotiator**

Signed by Maysam Alie-Bazzi for the Administration

Date: 7-20-23

**Maysam Alie-Bazzi, Executive Director of Staff & Student Services**

