

Detroit Public Schools Community District (DPSCD)

and

American Federation of State, County and Municipal Employees (AFSCME)

TENTATIVE AGREEMENT

December 9, 2024

The parties hereby agree to the following tentative agreement for a successor collective bargaining agreement to replace the agreement that expired June 30, 2024.

1. **Two-year agreement.** July 1, 2024, to June 30, 2026.
2. **Article 38 Wages.**
 - a. FY25: 4% base wage increase (retroactive to July 1)
 - b. FY26: 3% base wage increase

Such increases to be as follows as of July 1, 2024:

- a. **ESE Paraprofessionals** shall earn a base wage of \$17.47 per hour (the base rate reflects an increase of 4%).
- b. **Special Education Aides / Adaptive Aides** shall earn a base wage of \$17.47 per hour (the base rate reflects an increase of 4%).
- c. **Bus Attendants** shall earn a base wage of \$16.65 per hour (the base rate reflects an increase of 4%).
- d. **Lead Custodians** shall earn a base wage of \$17.26 per hour (the base rate reflects an increase of 4%).
- e. **Custodians** shall earn a base wage of \$16.71 per hour (the base rate reflects an increase of 4%).
- f. **Food Service** shall earn a base wage of \$18.25 per hour (the base rate reflects an increase of 4%).

2. Professional Compensation Annual Stipends.

The classifications of ESE Paraprofessionals, Special Education Aides, and Adaptive Aides who have the credentials/degrees below as of September 1, 2024, and official transcript/document verifying such credentials/degrees are on file with the District's Human Resources Department, and/or September 1, 2025, and official transcript/document verifying such credentials/degrees are on file with the District's Human Resources Department, shall be paid only one of the additional salary supplements set forth below, such payment to be made in lump at the end of the school year, no later than July:

School Aged Youth Development Credential: \$500
Job-related Associates Degree: \$1,000
Job-related Bachelors Degree: \$1,500

3. **December Retention Bonus:** All full-time AFSCME unit members who were employed by the District as of February 1, 2024, and who remain actively by the District on November 1, 2024, shall receive a \$2,000 retention bonus. All full-time AFSCME bargaining unit members who were employed by the District as of February 1, 2025, and who remain actively by the District on November 1, 2025, shall receive a \$2,000 retention bonus. This payment will be paid in a separate pay advice in December each year. Less than full-time AFSCME unit members shall be eligible for a pro-rated retention bonus otherwise subject to the same terms above.
4. The parties agree to the attached Letter of Agreement on union dues collection.
5. **Insurance:** For the 2024-25 and 2025-26 school years, the District shall maintain or increase its total overall healthcare cost contribution percentage as needed up to the 80% threshold. Subject to this limitation, it is the parties' intention to maintain to the extent possible the AFSCME bargaining unit members' current (2024-25) plan options not to exceed the 80% threshold, and to address any needed changes as they have done in the past. Also, for the 2024-25 and 2025-26 school years (and in clarification of the foregoing), the District will attempt to maintain its current health insurance providers/carriers, including dental and vision - if their overall costs to the District remain competitive and provide our employees the greatest value. The District will continue to procure high quality services from insurance providers/carriers for health, vision, dental and other high quality healthcare benefits including those that provide our employees with the greatest overall value.

If there is a change contemplated by or imposed upon the District (as in the case of a provider/carrier terminating its relationship with the District), then the parties would bargain over this provision, including but not limited to, procuring similar high quality health care providers.

Notwithstanding the paragraph above, and in clarification of the same, in the event that the District decides that it is in the best interests of our employees and their families to solicit bids for District healthcare insurance, the District shall exercise its rights on behalf of our employees in collaboration with the AFSCME and coalition of unions as it has consistently done in the past, and no changes would be made in providers/carriers without bargaining and the agreement of the AFSCME.

5. **Longevity.** AFSCME unit members who, as of June 30, 2024, have 15 or more years of service with the District (and its predecessor the Detroit Public Schools) shall receive a longevity supplement in the amount of \$1,000. The District shall pay this longevity supplement in a separate pay advice in July 2025. To receive this longevity payment, the employee must maintain their employment through the end of the 2024-25 school year. Similarly, AFSCME unit members who, as of June 30, 2025, have 15 or more years of service with the District (and its predecessor the Detroit Public Schools) shall receive a longevity supplement in the amount of \$1,000. The District shall pay this longevity supplement in a separate pay advice in July 2026. To receive this longevity payment, the employee must maintain their employment through the end of the 2025-26 school year.

6. **Article 36, Summer Work:**

The parties agree to revisit the issue of the possibility of increased pay for work in summer programs no later than April 15, 2025, and April 15, 2026, after the District determines what summer programs shall be offered, which are typically dependent upon grant funding.

7. **Substitute Replacement (New Language):**

In the event that an evening custodian is absent and the Facilities Supervisor determines that overtime work is required to cover such absence, the overtime work shall be offered on an equitable, rotational basis to custodians working in the same building. If a custodian refuses the opportunity for overtime, the custodian shall be deemed to have worked the overtime for the purposes of rotating the opportunities for overtime.

If all custodians in the building refuse the overtime, the Facilities Supervisor may assign the overtime duties in an equitable manner to custodians in the building, ensuring that no custodian is required to work more than a total of ten hours in a day.

The contract provisions of the current collective bargaining agreement not otherwise set forth above shall continue, with dates in the contract updated as appropriate.

This tentative agreement is contingent upon the ratification by the bargaining unit members and the Board of Education.

For the District:








Date:

12/9/2024

For the Union:







Date:

12-9-2024

**Letter of Agreement
between
The Detroit Public Schools Community District (“DISTRICT”)
and
The American Federation of State, County and Municipal Employees (“AFSCME”)**

DUES DEDUCTION VIA PAYROLL

This Letter of Agreement by and between the Detroit Public Schools Community District (“District” or “Employer”) and the American Federation of State, County and Municipal Employees (“AFSCME” or “Union”) (collectively “the parties”) agrees for payroll deduction of Union dues and fees upon the recent change in law so authorizing such deduction (Public Act No 114 of 2023 – effective February 13, 2024). This Letter of Agreement will become effective upon execution by both parties and the District will begin implementation of this Letter of Agreement starting 60 days after agreement.

1. Payroll Deduction of Union Dues.

- a. On a quarterly basis the Union shall provide the Employer with a list of all employees who are members of the Union and wish to have dues deducted. At such time the Union shall also notify the Employer of the amount of dues to be deducted. The Union may also on a quarterly basis modify the amount of dues to be deducted so long as the Union provides written or electronic notice to the Employer of the new amount.
- b. Upon receipt of such information from the Union, the Employer will deduct the indicated amount of dues from the biweekly pay of each Union member. The Employer will make these deductions over the course of the 22-weeks pay schedule, regardless of whether a member receives their salary on the 26-weeks pay schedule. Monies so deducted will be transmitted electronically to the Union’s bank account, as designated by the Union, no later than fourteen (14) business days following each deduction.
- c. A data file documenting each deduction will be transmitted to the Union in Excel or another mutually agreeable electronic format no later than 14 business days following each biweekly payroll deduction. The data file will include the amounts deducted, the date of the deduction, and the full name and Employee ID/ File number of the Union Dues Deduction Members from whose compensation the deductions were made.

The District and union will agree upon a data file format that will be submitted through a secure process.

- 2. Change of Union Dues Deduction Member Status.** To withdraw their authorization of membership dues deduction, an Employee must notify the Union in writing that they wish to withdraw from membership and remove their authorization of dues deduction. Payroll deduction of dues will cease as soon as practicable after the District receives quarterly notice from the Union that the member wishes to end membership.

3. **Current agreement.** The parties agree and acknowledge that the Employer's costs of administration of this Letter of Agreement have been considered by the parties in their collective bargaining agreement. If any provision of this Letter of Agreement is declared invalid under federal or state law by a court of competent jurisdiction, administrative agency, or regulatory ruling, then said provision shall be negotiated and modified by the parties to comply with the requirements of said federal or state law.

4. **Indemnification.** The Union agrees to defend, indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability because of compliance with this Agreement, provided that in the event of any such claim, suit, or other form of liability, the Employer shall give written notice of such action to the Union within seven (7) calendar days of the Employer's receipt of such claim, suit, or other form of liability. As a necessary prerequisite and as a continuing condition to such defense and indemnification, the Employer agrees to give full and complete cooperation to the Union and its counsel in securing and giving evidence, producing witnesses, and providing information and documents promptly upon request. The Union's defense and indemnification obligations do not extend to acts of negligence, gross negligence, or intentional malfeasance committed by the Employer's employees, agents, or representatives.

5. Members have the option whether to pay dues via payroll deduction or pay dues directly to the Union.

6. This Letter of Agreement is part of the parties' collective bargaining agreement as fully set forth herein and will be expressly incorporated into the parties' next collective bargaining agreement after June 30, 2024. Any disputes relating to the interpretation or application of this Letter of Agreement will be presented, processed, and resolved in the grievance arbitration procedure of the parties' collective bargaining agreement.

For the Union:



 Signature



 Signature

12-9-2024

 Date

For the District:



 Signature

Signature
 12/9/2024

 Date

Approved:



 Nikolai Vitti, Ed.D., General Superintendent