## The Detroit Public Schools Community District and

## The Organization of School Administrators and Supervisors Tentative Agreement (Package) 2023-2024

## TERMS:

- 1. **Term:** A collective bargaining agreement of one-year duration effective July 1, 2023, and expiring June 30, 2024.
- 2. **Compensation:** There shall be a 5% increase for all bargaining unit members. The increase will be applied to the bottom and top range in the pay scale.
- 3. **Compensation:** The minimum salary for a Dean shall be \$70,000.00. The new bottom of the salary range of a Dean will be \$70,000.00 on the wage scale.
- 4. **December Retention Bonus:** All employees who are in the OSAS bargaining unit as of the date of ratification and employed as of the last payroll in December will be eligible to receive a \$2,000.00 December Retention Bonus to be paid through a separate pay advice in the last payroll in the month of December 2023.
- 5. **Wage Enhancement Retention Incentive:** Bargaining unit members working in a OSAS bargaining unit position as of March 1, 2023, shall receive a one-time One Thousand Five Hundred Dollars (\$1,500) wage enhancement retention incentive paid on a separate pay advice the last paycheck in June 2024. To receive this supplement, employees must complete the 2023/24 school year in good standing.
- 6. Web Content Manager: A bargaining unit member who is assigned to maintain the school or department's web page shall be provided an annual stipend of \$1,000 payable in a separate pay advice the last paycheck in June, with the understanding that there shall be only one bargaining unit member eligible to receive such stipend per school/Department, and that such payment shall be pro-rated in the event the bargaining unit member performs such duties for less than a full school year.
- 7. Vacation Carryover (Modify Article 26.g.): Effective the 2023-24 fiscal year and after, employees may choose to carryover a maximum of fifteen (15) days each year to a maximum of 25 days in the bank. Accrued vacation may be used as provided by this article.
- 8. Performance Improvement Plan: Employees who are struggling to meet the expectations for their role may receive more structured support from their managers through the form of a Performance Improvement Plan (PIP). A PIP will include the manager's assessment of performance, expectations that must be met to rectify the performance concerns, a timeline for improvement and monitoring of progress as well as stated assistance to be provided by employer. Performance Improvement Plans will be documented as part of the annual employee evaluation process.
- 9. **Employee Assault:** For purposes of this Agreement, "Assault" shall be defined as a physical assault or an attempt at physical assault on a member of the bargaining unit. Members who are the victims of such occurrences as robbery or assault, while in school or engaging in school related activities, assignments, or duties regardless of the time or place shall have released time with pay for required court appearances related to the assault.

- 10. New Employee Orientation: The Employer will indicate that new hires are included in the Union's bargaining unit and set forth a link to the Union's own website on the electronic communication site to which new hires are directed to complete the hiring process with the Employer.
- 11. Discipline Records: An employee may request removal of an official reprimand that has been in the personnel file for a three (3) year period provided no other official reprimands or other discipline have been received during this period. The reprimand will be removed with the concurrence of Human Resources.
- 12. **Respectful Working Environment:** The following behaviors are inconsistent with a respectful working environment and are impermissible: (a) verbal abuse, which includes, but is not limited to, obscene, threatening, humiliating, or intimidating language; and (b) non-verbal abuse, which includes acts that are threatening, humiliating or intimidating. Individual, group, or school-wide meetings shall not be utilized to threaten, humiliate, or intimidate bargaining unit members. Employees shall suffer no retaliation for reporting incidents of concern.

The Office of Equity, Advocacy, and Civil Rights shall investigate bargaining unit member allegations of harassment, intimidation, retaliation, and discrimination that create unlawful, undignified or disrespectful working environments or conditions. Substantiated claims shall be reported to the Superintendent or his/her appropriate designee(s) for corrective action, as needed.

If the Office of Equity, Advocacy, and Civil Rights does not resolve the issue(s) presented, the Union may bring such concerns, reports, or suspected violations to a Special Conference with the Office of Labor Relations who shall promptly report their findings to the Union.

If the allegation(s) remain unresolved, the Union may request a meeting (request through the Office of Labor Relations) with the Chief of Schools or designee and/or the Superintendent's designee(s) within thirty (30) calendar days following the Special Conference. The Superintendent's designee(s) findings and actions to address the unit member claims shall be reported promptly to the Union.

Remedies and corrective actions of confirmed allegations may include, and shall not be limited to, appropriate counseling, reversing adverse actions, directing the training of an employee regarding proper professional conduct toward all employees and vendors, discipline and debarment to the extent permitted by law and/or other corrective actions.

Nothing shall prevent a bargaining unit employee from electing to pursue a legal or statutory remedy.

13. The parties agree to the following Donation of Days Program for Catastrophic Illness/Accident:

A OSAS bargaining unit member may voluntarily donate sick leave days to another bargaining unit member who has expended his/her accumulated days in the case of catastrophic illness or accident. These days may be used to assist an employee who has expended his/her days and is unable to work as a result of personal injury or illness that is extraordinary, in that it is in the nature of a catastrophic or life-threatening matter. These days may not be used for non-catastrophic medical conditions, such as hip or knee replacement surgeries, recovery from a broken arm or leg, giving birth or recovering from giving birth, etc. The employee requesting days must supply a doctor's verification of the catastrophic injury or illness. The Human Resources Leave Management Office shall make the determination as to whether the employee's medical condition qualifies under this Donation of Days Program, whose decision

shall be final. The maximum number of days an employee shall be eligible to receive under this Donation of Days Program is One Hundred (100) days.

17. The parties commit to continuing discussion on the following OSAS proposals during negotiations for a successor agreement on the following OSAS Proposals: (1) Advanced degree increases salary with job related degree other than an administrative degree (2) Wage Determination requests (3) Wage Increase review within every 5-year period (4) Reduction in the difference in pay ranges of all positions in OSAS (5) Separate pay scale for ESE staff (6) Unit Placement. Challenging any position which is excluded from the bargaining unit if the union has evidence that the work performed is historical unit work or has a community of interest with that in the bargaining unit (7) Movement in salary. OSAS members who have successfully completed 10 years of service with effective/highly effective ratings shall be moved to top of the wage scale for their position.

The District reserves the right to modify/change, add to or subtract from foregoing proposals. The contract provisions not modified shall continue in the successor agreement.

For the Union:		For the District:	
Jun 1, Patino (Oct 5, 2023 14:06 EDT)		Luis Solano (Oct 5, 2023 19:58 EDT)	
	Signature		Signature
Carl F Hankins  Carl F Hankins (Oct 5, 2023 19:15 EDT)	_	Gwendolyn Anderson	
	Signature		Signature
Approved:	1	lela	
	Nikola P. Vitti, Ed.D., General Superintendent		