Detroit Public Schools Community District and
International Union of Operating Engineers, Local 324
Non-Instructional Supervisory Personnel
TENTATIVE AGREEMENT

1. **Compensation**
Bargaining unit members who are employed and actively on the payroll as of December 2, 2016 shall be paid an off-schedule bonus to be paid before December 25, 2016, in an amount to be determined as follows:

First, a total bonus amount for the entire bargaining unit shall be calculated as follows: a) the cost/amount of wage increases needed to move bargaining unit members not at the top of their respective wage schedule one increment (excluding bargaining unit members at the top of their respective wage schedule), plus b) the cost/amount of paying a 3% bonus to bargaining unit members at the top of their respective wage schedule based upon their estimated annual earnings for the 2016-17 school year based upon their current base wage rate and their estimated regular scheduled hours of work for the 2016-17 school year as determined by the District; this total of a and b above is hereafter called “Total Unit Bonus”.

Second, this Total Unit Bonus shall be divided by the actual number of bargaining unit members employed and actively on the payroll as of December 2, 2016. For example, if there were 500 bargaining unit employees employed and actively on the payroll as of December 2, 2016, and the Total Unit Bonus was in the amount of $256,000, then each bargaining unit member would receive an off-schedule bonus payment of $512. All eligible bargaining unit employees shall receive the off-schedule bonus in the same amount.

In addition, if the District receives additional local revenues in excess of $12 million for the 2016-2017 school year, excluding one-time payments, then bargaining unit members not at the top of their respective wage schedule shall move one increment on the wage schedule. However, employees shall be maintained at their current wage level, and there shall be no additional compensation paid to such members during the 2016-17 school year beyond the off-schedule bonus noted above; however, this increment shall be recognized as having occurred in the negotiations for a successor collective bargaining agreement (i.e., the 2016-2017 school year).

2. **Office of School Nutrition**
Members assigned to the Office of School Nutrition (OSN) shall be eligible to receive an efficiency bonus, if offered by the Office of School Nutrition. The amount and criteria for eligibility to receive the efficiency bonus shall be established by the Office of School Nutrition.
3. **Holiday – Veteran’s Day**
   1. Veteran’s Day is no longer District holiday. Bargaining unit members shall work a full day on Veteran’s Day, Friday, November 11, 2016.

   2. For the 2016-2017 school year, bargaining unit members shall not work, but be paid one-half (1/2) day off with pay on the day before Thanksgiving, Wednesday, November 23, 2016. In addition, bargaining unit members may also use one-half (1/2) day vacation on November 23, 2016.

4. **Insurance**
   The parties recognize a mutual interest in having the best health insurance available at an affordable cost. The parties agree to the adoption and implementation of the Health Insurance program agreed upon by the Coalition of Unions and DPSCD, as approved by the Financial Review Commission. It is agreed that the open enrollment period will be reduced as necessary to three or possibly two weeks or less to provide additional time for the execution by the insurance carrier for implementation for the plan year January 1, 2017 through December 31, 2017.

5. **Discipline**
   Discipline action shall be for “Just Cause.”

6. **Calendar**
   The parties agree to the adopted and published calendar for the 2016-2017 school year.

7. The contract provisions of the current collective bargaining agreement not otherwise set forth or amended above shall continue.

8. This tentative agreement is contingent upon the approval of the Transition Manager and the Financial Review Commission, and upon ratification by the International Union of Operating Engineers, Local 324, Non-Instructional Supervisory Personnel.

9. This Agreement shall be effective as of July 1, 2016 and shall continue in effect until the initial elected Detroit Public Schools Community District school board takes office, and thereafter until June 30, 2017, subject to the limitations in MCL 380.12(b)(3).

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**For District:**

Lamont D. Satchel

John Gierak

Dated: 10/21/16

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**For the Union:**

Thomas Scott

Marshall Widick

Dated: 10/21/16

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Approved: Judge Steven Rhodes, Transition Manager

Date: 10/24/16