

Dear DFT Membership,

The DFT leadership team will ask you to approve an amended version of the imposed conditions, or "edict," issued by Emergency Financial Manager Roy Roberts in July of 2012 as a "collective bargaining agreement."

Without this settlement, Roy Roberts can unilaterally dictate his agenda to dismantle our public schools and eliminate our voice. This settlement is the only check on Roy Roberts' expanded power.

And without this settlement Roy Roberts, endowed by the authority of the NEW Emergency Manager law, will have the authority to do WHAT HE WANTS, WHEN HE WANTS and we will have no recourse. For this reason alone, it is critical that we have a ratified settlement.

Let's be clear: the settlement falls far short of what we hoped to achieve and what you deserve in a collective bargaining agreement. However, any agreement that we ratify is far better than the consequences of losing our collective voice. With a ratified agreement, the district cannot change the terms unilaterally. If the emergency manager tries to change the terms of a collective bargaining agreement before then, the Union will have legal grounds to sue in federal court, just as we successfully did when the emergency manager tried to change the terms of the 2009-2012 agreement.

We were able to achieve the following provisions to allow DFT to protect our professional voice and remain engaged in the fight for the future of public schools in Detroit:

- Restoration of an additional prep for elementary in the 2014-2015 school year.
- Final and binding arbitration. Unlike arbitration under the edict, this is enforceable.
- Restoration of the sick bank cash out upon retirement.
- Seniority rights for layoff and recall for non-teaching DFT members.
- Restoration of just cause discipline/discharge for non-teacher bargaining unit members.
- Maintains class size limits of 17-25, 30, and 35 in grades K-12.
- Returns the right of due process for all DFT members.
- Bonuses to be based on improvement in the District's financial condition.

With your approval we will have an enforceable document that will stand in the courts, and in arbitration. A rejection of this settlement means our collective bargaining rights are GONE! Our ability to negotiate is GONE! Our voice in all the decisions that affect our schools is GONE!

Our critics will say this is a terrible deal, and they are correct. It is. What would be worse would be the

loss of the ability to continue to fight. Do you REALLY want to further empower the Republican legislature to have dominion over DPS? Do you REALLY want to see the end of your union protection? If you don't, support our effort to keep DFT in the fight.

We engaged in the fight to get the Emergency Manager Law repealed in November. In December, the legislature passed a new Emergency Manager Law. Under the new Emergency Manager Law, the District's Emergency Financial Manager will once again become an Emergency Manager effective March 28, 2013, with the power to deny collective bargaining altogether as he has done since our last collective bargaining agreement expired June 30, 2012. However, when Michigan voters threw out the former Emergency Manager Law in November, we were given a narrow window of opportunity in which to negotiate a new collective bargaining agreement.

After difficult and contentious negotiations, the Union has received this set of proposals as a final offer from the District and the emergency manager. Although this set contains only a few modifications from the edict of the emergency manager, its distinctions are critical. We ask that you consider this set of proposals, as the basis for ratifying a collective bargaining agreement.

It provides for final and binding arbitration of disputes, serving as a check on the expanded powers of the Emergency Manager. In recent discussions, the District took the position that it would only agree to binding arbitration with monetary limits, or "caps," on arbitration awards – because this Union has won substantial awards against the District. The Union rejected any such limits.

It provides for terms and conditions of employment through June 30, 2016. This duration is important. It should outlast the emergency manager's "tenure" at this District.

Ratification of this agreement will allow us to continue this fight as we have done in obtaining the 2.5% bonus in our 2011 lawsuit, as we are doing in our lawsuit over the teacher evaluation system, and as we will continue to do if the district violates the terms of our agreement. A failure to ratify will result in surrendering all power to the emergency manager, who will be able to amend his edict any time and any way he chooses.

While this settlement is far from perfect, it is not the end. This settlement protects our voice and will enable us to continue to fight for what our students, our schools and our city needs. We urge you to ratify this agreement.

In solidarity,

Keith R. Johnson, President

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Benefits of Ratification

	“No” vote	“Yes” vote
Changes to terms of employment	At Emergency Manager’s sole discretion	Employment terms defined in an enforceable agreement
Health Insurance	At whatever levels, benefits, premium share percentage, co-pays, deductibles, set at EM discretion	Set at current levels, with re-opener using objective index
Compensation	Further cuts at EM discretion	Bonuses based on DPS finances and wage re-openers
Sick bank payout upon retirement	None	As defined in formula based on number of sick days with a maximum of: 2013 – \$12,500 2014 – \$11,000 2015 – \$9,500 2016 – \$8,000
Prep periods for elementary teachers	Two	Three – restored for school years 2014-2015 and 2015-2016
Just cause protection	None	Restored for members not under Tenure Act (which requires arbitrary and capricious)
Arbitration for disputes	None	Final and binding No “caps” on awards
Transfer requests	Current principal informed of request	Request is confidential
Professional Development /training	May be mandatory	Voluntary and counts toward continuing certification requirements
Staff meetings	May increase length and number of meetings	Limited to language in agreement
Progress reports, report cards, other tasks	May be changed at district’s discretion	Changes must be negotiated