AGREEMENT

between the

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

DETROIT
PUBLIC SCHOOLS
COMMUNITY DISTRICT

and the

DETROIT FEDERATION OF PARAPROFESSIONALS
LOCAL 2350, AFT, MFT, AFL-CIO

FOOD SERVICE ASSISTANTS
FOOD SERVICE SPECIALISTS
NOON-HOUR AIDES

A Union of Professionals
AFT Michigan
AFL-CIO

JULY 1, 2023 - JUNE 30, 2024

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AGREEMENT

This Agreement is entered into effective July 1, 2021 between the Board of Education of the Detroit Public Schools Community District, hereinafter referred to as the "Board" and the Detroit Federation of Para-Professionals, Local 2350, AFT, MFT, AFL-CIO, representing Noon-Hour Aides, E.S. Satellite Aides and E.S. Satellite Coordinators, hereinafter called the "Union".

ARTICLE 1 -- PURPOSE AND INTENT

The general purpose of this Agreement is to set forth wages, hours, terms, and conditions of employment to promote orderly and peaceful labor relations for the mutual interest of the school children of the City of Detroit, the Board, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in establishing and maintaining proper service to the community.

To these ends, the Board and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2 -- RECOGNITION

Pursuant to an in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment for the term of this Agreement of:

> Noon-hour Aids, Food Service Coordinators, Satellite Coordinators and Food Service Assistants employed by the Detroit Board of Education excluding supervisors, all employees currently represented by other labor organizations and all other employees.

ARTICLE 3 -- EQUAL EMPLOYMENT OPPORTUNITY

The parties recognize and agree that neither shall discriminate against any employee because of race, religion, color, creed, sex, age, national origin, political belief, marital status, or membership in or association with the activities of any Union. The parties will work together to assure equal employment opportunities for all.

ARTICLE 4 -- PROHIBITION AGAINST STRIKES

There shall not be any strike action of any type engaged in, or encouraged, by the Union against the Board. The Union will take affirmative steps to discourage and prevent strike action against the Board by its members.

ARTICLE 5 -- GENERAL DESCRIPTION OF WORK

A. The service of the Noon-Hour Aide shall be generally utilized in the following manner:
   1. To be an additional, supportive, understanding adult to whom young people may relate.
   2. To provide a link between the school and community.
   3. To assist in the supervision of students in holding areas. To accompany and assist in supervising students to and from the lunch-room or other supervised areas. To wipe down tables as needed and other related duties as assigned.

B. The service of the Kitchen Coordinator, Satellite Coordinator and Kitchen Aide shall be generally utilized as outlined in the "handbook" as published by the Food Service Department.

C. If a student is disrupting regular activities, a bargaining unit member may report the action to his/her worksite supervisor in writing. The supervisor will take the appropriate action.

1. CLASSIFICATION CHANGES

   (a) "Satellite Coordinator" in Heat and Serve Kitchens shall automatically become "Food Service Coordinators", but retain all seniority earned as "Satellite Coordinator".
   (b) "Satellite Coordinators" in Satellite Kitchens shall remain "Satellite Coordinators".
   (c) "Satellite Aides" in all kitchens shall automatically become "Food Service Assistants" but retain all seniority earned as "Satellite Aides".
   (d) For vacancies in these classifications, there shall be a thirty (30) work day probationary period. When an employee has been promoted to one of these classifications from another classification in the bargaining unit, he/she shall be returned to his/her previous classification in the bargaining unit if the employee's performance during the probationary period is not satisfactory. For these employees the District will provide a written statement explaining shy the performance of the employee was unsatisfactory. Employees who are returned to their prior classifications shall be returned to his/her previous location and all affected employees shall be returned to their prior classification and location.
   (e) Food Service Assistants who have been authorized by their manager to temporarily perform the services of Food Service Coordinators or Satellite Coordinators shall be paid the applicable classification rate.

2. These titles we be changed throughout the Collective Bargaining Agreement.

3. MODIFICATION OF CLASSIFICATIONS OF FOOD SERVICE SPECIALIST AND FOOD SERVICE COORDINATOR

1. **Food Service Specialist**
   The District will place the new classification of Food Service Specialist into the bargaining unit represented by the Detroit Federation of Para-Professionals. All incumbents in Food Service Specialist positions are required to perform the essential functions as prescribed by the position's job description.

2. **Wages** – The salary range for the classification if $10.50 - $11/50 (post concession).

3. **SERV SAFE Certification** – The Food Service Specialist position requires a current SERV SAFE certification during the course of employment.

4. **Eligibility** – All individuals who are current bargaining unit members as of the execution date of this Letter of Agreement are eligible to apply for the position.

5. **Training** – The District will provide training to all individuals who are bargaining unit members as of the execution date of this letter of agreement.

6. **SERV SAFE Examination** – The District will provide the opportunity for all existing bargaining unit members to take the SERV SAFE examination. The bargaining unit member must pass the examination with a score of 75% in order to receive the SERV SAFE certification. Those members who receive a score of 50% to 74% will receive a second opportunity to take the SERV SAFE examination at the expense of the District. Those members who do not pass with a 75% or higher the second time will be given a third opportunity to take the SERV SAFE examination at the expense of the employee in the amount of $50.00. The District will not pay for any additional training or SERV SAFE examinations for those members who receive a score lower than 50% or who do not pass the examination the third time.

7. **Seniority** – Seniority earned in classifications of Food Service Coordinator and Food Service Assistant will be counted for seniority purposes with regards to the Food Service Specialist position.

8. **Food Service Coordinator** – Effective September 1, 2012, the position of Food Service Coordinator will be eliminated. Existing Food Service Coordinators who do not successfully pass the SERV SAFE examination by August 30, 2012 will not be eligible to hold the position of Food Service Specialist and will have no further right or entitlement to District employment. However, the individuals may apply for any available Food Service vacant positions for which they are qualified and eligible.

ARTICLE 6 -- SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Union President or designee and the Board, or its designated representatives, upon the written request of either party. Such meeting shall be between no more than four (4) and at least two (2) representatives of each party.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up at the special conference shall be confined to those included in the agenda. Such conferences shall be held within ten (10) calendar days after the request is made.
This time limit may be mutually extended by the parties.

ARTICLE 7 -- ASSIGNMENTS

The assignment of duties and functions of the noon hour aide shall be the responsibility of the principal or his/her designee. (No member of this unit shall be a designee.)

Noon hour aides within a building who have completed at least two years of satisfactory work as a noon hour aide, shall be given first notice when a position becomes available; and, if she/he meets all other qualifications, she/he shall be given consideration for employment as a school service assistant.

ARTICLE 8 -- SENIORITY

A. Seniority by classification shall commence with the first day of hire (in the classification) and shall be ranked from highest to lowest. When more than one (1) employee is hired on the same date, seniority rank will be determined by:

1. Previous employment in other Board of Education positions.
2. Lowest number of the last three (3) digits of the individual's Board file number.

B. Only members of the bargaining unit can accrue seniority in their classification. Members of the bargaining unit who are transferred or promoted out of the unit shall have their seniority frozen and will not accrue seniority until he/she returns to the bargaining unit.

ARTICLE 9 -- LAYOFF AND RECALL

A. **LAYOFF**

The word "layoff" means a reduction in the working force due to a decrease of work or operating funds at a specific location.

In the event of a layoff, the order of layoff shall be:

1. Probationary employees, in accordance with their seniority.
2. Other employees, in accordance with their seniority, that is, the least senior employee being laid off first.

Each employee that is laid off shall be given a three (3) day notice which will specify the effective date of layoff. Employee(s) laid off through the procedure stated in this Agreement shall be maintained on a recall list for a period of two (2) years at which time the recall rights shall terminate.

Office of School Nutrition Employees

If a layoff becomes necessary, the following procedures will be followed: Employees of the bargaining unit will be laid off in accordance with and subject to the following District criteria:

(1) Performance evaluation, (2) attendance, (3) disciplinary record and (4) seniority.

Employee(s) said off through the procedure stated in this Agreement shall be maintained

on the recall list for a period of one (1) year at which time the recall rights shall terminate.

B. Laid-off employee(s) shall be recalled in the inverse order of their layoff, the most senior employee(s) being recalled in the first opening(s).

Extenuating circumstances in this regard will be the subject of a special conference. Recall shall be by written notice to the employees last known address on file with Human Resources and shall require that person to contact Human Resources within seven (7) calendar days. If the person fails to contact Human Resources during that time period she/he shall be terminated without further obligations on the part of the District. Extenuating circumstances in this regard will be the subject of a special conference.

Unit members are laid off after the third (3rd) day of another unit's work stoppage, unless otherwise notified. Notice to the contrary may include any date after the third day of the work stoppage. Employees are to return to work on the day indicated in the notice, and such notice may include one or more methods of communication. If the District recalls with the intent to reopen, the District shall have the right to lay off employees again without any specific notice in the events schools do not open or schools open and are subsequently closed.

A District employee covered by this agreement shall return to work as directed by the District within five (5) calendar days of the date of the notice of assignment letter and three (3) calendar days if notified by telephone or email (absent extenuating circumstances as determined by the District). Failure to respond to the written notice within the timelines above will result in the employee being considered as a voluntary quit and the District shall be under no further obligation to the employee.

If shall be the responsibility of the employee to notify the District of any change of mailing or email addresses and telephone number immediately after such change.

For Early Childhood and non-OSN Noon Hour Aides, layoff and recall shall occur in reverse order with the employee having the least building seniority being laid off first and the employee with the greatest building seniority being recalled first based upon the ability to do the job.

Unit members are laid off after the third (3rd) day of another unit's work stoppage, unless otherwise notified. Notice to the contrary may include any date after the third day of the work stoppage. Employees are to return to work on the day indicated in the notice, and such notice may include one or more methods of communication. If the District recalls with the intent to reopen, the District shall have the right to lay off employees again without any specific notice in the event schools do not open or schools open and are subsequently closed.

F. In the event that the District recalls employees laid off due to a work stoppage with the

intent to reopen schools, the District shall have the right to layoff employees in the event schools do not open, or schools open and are subsequently closed, the following day without the need for any specific notice.

ARTICLE 10 – GRIEVANCE PROCEDURE

A sincere attempt shall be made to resolve any difference by oral interview between the grievant(s) or the Union and the principal for employees regularly assigned to schools or the applicable unit head/supervisor for employees not regularly assigned to schools before the difference becomes formalized as a grievance. If an issue cannot be resolved informally, it shall be settled in accordance with the following procedures:

Step 1

Complaints, grievances, or disputes arising out of the operation and interpretation of this Agreement shall be presented to the Principal or his representative within fourteen (14) calendar days from the time that the event took place or within fourteen calendar days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance.

Upon receipt of the grievance, the principal or the applicable unit head shall arrange for a conference within seven (7) calendar days after receipt of the grievance.

The grievant may be heard personally and may request representation by the Union. The Union will be afforded the opportunity to be present at any grievance hearing.

The principal or the applicable unit head shall render a decision and communicate it in writing to each grievant, the Union, and the DPSCD Office of Labor Relations within seven (7) calendar days after the completion of the conference.

Step 2 – Appeal to Superintendent

Within twenty-one (21) calendar days after receipt of the decision of the principal or the applicable unit head, the Union may appeal to the Superintendent (through the Office of Labor Relations the decision rendered by the principal or the applicable unit head. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the principal or the applicable unit head. The Superintendent or his/her designated representative shall meet with the parties concerned within twenty-one (21) calendar days after receipt of the appeal request. Within twenty-one (21) calendar days after the conference, the Superintendent or his/her designated representative shall render a written decision which shall be forwarded to the Union, and the principal or the applicable unit head.

Step – 3 – Arbitration

If a grievance is not satisfactorily settled at Step 2, the Union may, within thirty (30) calendar days file for arbitration in accordance with the following:

a. In writing submit to the other party a Demand for Arbitration of any grievance under this Agreement to final and binding arbitration. If the parties are unable to agree upon an arbitrator within seven (7) calendar days of notice to arbitrate, the party demanding arbitration shall refer the matter to the Michigan Employment Relations Commission or the American Arbitration Association by mutual agreement of the parties, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute at his discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be advisory only and not binding upon the parties.

b. Or, if either party so requests, the School District and Union representatives will meet further to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation. In Steps 1 and 2 any decision not appealed to the next step of the grievance procedure within twenty-one (21) calendar days from the date a written decision is furnished in accordance with the provisions set forth above, unless an extension is agreed upon in writing shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual, written consent.

Procedures for Grievances Not Under the Jurisdiction of the Principal or Applicable Unit Head

The Union shall submit any such grievance in writing to the Superintendent through the Office of Labor Relations fifteen (15) working days following the act or condition which is the basis for the grievance.

The Superintendent, or his/her designated representative, shall meet with the concerned parties. Within fifteen (15) school days after receipt of the grievance, the Chief Executive Officer shall render a written decision which shall be forwarded to the Union.

The decision of the Superintendent, or his/her designated representative may be appealed to arbitration under the provisions of Step 3 above.

General Grievance Powers

If the Union fails to abide by any timeline or deadline contained in this section, the grievance shall be considered resolved. Timelines or deadlines may be waived or extended only by the mutual, written agreement of the parties.

The resolution of all grievances shall be in accordance with the procedures which are a part of this Agreement. If the grievant fails to appear at a scheduled grievance conference scheduled at the Union's request, the grievance shall be considered resolved.

The attendance or presence at any grievance conference of any person who is not a party to the grievance, a necessary witness, a necessary administrative staff member, or a Union representative shall not be permitted.

All grievances shall be processed confidentially. Neither party shall reveal information nor make any statement concerning the grievance to any person not a party to the grievance while the grievance is being processed.

Computation of Back Wages and Overpayment

Computation of wages or fringe benefits must be brought within two years from the date it is reasonable to assume that the union and/or the individual first became aware of the situation giving rise to the claim

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular pay.

ARTICLE 11 -- WORKING RULES

The Board has established reasonable working rules pursuant to which all employees in the unit shall perform their assigned functions. The Union shall be consulted regarding any change in said working rules prior to any change therein.

ARTICLE 12 -- PERSONNEL RECORDS AND FILES

A. Personnel records shall continue to be confidential and carefully guarded in the interest of the individual employee. They are available only for administrative and supervisory use, but they are accessible, with the exceptions noted below, to the individual employee concerned.

B. The individual employee may examine his/her own record with the Office of Non-Instructional Personnel. The exceptions include tests and reports from the Board Medical Examiner, Psychological Clinic, committees acting in selection or promotion processes, placement bureaus, and former employers which might make the Board liable to claims of

improper disclosure or publication.

C. The employee may be accompanied by a Union representative during the examination of his/her record provided that the employee has made a written request to the Board indicating that a Union representative will be present.

D. No official report nor any derogatory statement about an employee in this bargaining unit shall be filed and considered part of the employee's permanent record by an administrator or supervisor unless such employee is sent a dated copy within a reasonable time thereafter. The employee shall have the right to submit a response to the report or statement.

Such response shall be attached to and filed with the report of the statement in the employee's official personnel file. The employee shall have the right to grieve as to the relevancy of such statements to a current charge upon which personnel action is pending.

ARTICLE 13 -- HOURS OF WORK

2. Article XIII - Hours of Work

Modify the provision below as follows:

The working hours of the Noon-Hour Aides shall be a maximum of three (3) hours per day or more if the District deems necessary, Monday through Friday, when school is in session for students, during the regular school year.

The working hours of the Food Service Assistants, and Food Service Specialist shall be a maximum of three and one-half (3 1/2) hours per day or more if the District deems necessary, Monday through Friday, when school is in session for students, during the regular school year.

A. LUNCH BREAKS - All food service employees who work less than 5 hours a day will receive one (1) fifteen (15) minute duty-free paid break. All employees who are scheduled for five (5) or more hours a day will receive one (1) thirty (30) minute break or two (2) fifteen (15) minute duty-free and non-paid breaks that will include a meal. Breaks cannot be taken before or after work assignments. All breaks shall be approved by the area manager or designee.

B. EARLY CHILDHOOD NOON HOUR AIDES - All employees who work less than five (5) hours a day will receive one (1) fifteen (15) minute break. All employees scheduled to work six (6) or more hours a day shall receive a daily duty-free and non-paid lunch break of forty-five (45) minutes and shall have a fifteen (15) minute daily break with pay as scheduled by the principal or designee. Breaks cannot be taken before or after work schedules.

6. Add the following provision to the

The working hours of the Noon-Hour Aide shall be a maximum of three (3) hours per day or more if the District deems necessary, Monday through Friday, when school is in session, for students, during the regular school year.

The working hours of the Satellite Aids and Satellite Coordinators shall be a maximum of three and one-half (3 -1/2) hours per day, Monday through Friday, when school is in session, for students, during the regular school year.

The staffing requirements and work schedule of Food Service Assistants, Food Service Coordinators and Satellite Coordinators will be determined by the Superintendent or her designee, but the days of work shall generally be limited to days when school is in session for student during the regular school year.

The working hours of the Food Service Assistants, Satellite Coordinators and Food Service Coordinator shall be a maximum of three and one-half (3 ½) hours per day or more if the district deems necessary, Monday through Friday, when school is in session for students, during the regular school year.

All Food Service Assistants, Food Service Coordinators and Satellite Coordinators will be provided a regular schedule which will remain their regular schedule until such time as the employee is notified of a new regular schedule.

Effective July 1, 2007 holiday and sick leave pay for all Food Service Assistants, Food Service Coordinators and Satellite Coordinators will be based upon the employee's regular schedule at the time of the sick leave or holiday.

In the event Food Service programs extend beyond the regular school day and additional hours are required (after school programs supper programs, etc.), the following criteria will be used:

Any additional hours of will be offered first to the Food Service Coordinator or Satellite Coordinator. If the Coordinator is not available for the work, the additional time will be Offered to the building Food Service Assistants in order of seniority. If no employee accepts the additional work the District shall have the right to assign the work in its Discretion.

If the District deems it necessary to change the permanent assignment of Food Service worker the District will provide the affected worker, to the extent it is feasible a two (2) day notice.

ARTICLE 14 -- SALARY SCHEDULE AND UNIFORM ALLOWANCE

By their representatives' signature below, the parties agree to amend the current collective bargaining agreement as indicated below.

UNIFORM ALLOWANCE

Effective immediately the uniform allowance will be discontinued (which includes no payments for the 2011-2012 fiscal year) the language in the parties' collective bargaining agreement which relates to uniform allowance is revised as follows:

The Office of School Nutrition ("OSN") will provide the employees with four (4) polo shirts each year. At the beginning of the school year, OSN employees will receive four (4) polo shirts each year. Employees with less than 30 days of employment with the District will receive two (2) polo shirts. After 90 days or more of emplo9yment, Employees in the OSN will receive and additional (2) shirts (not to exceed four (4) polo shirts annually)

Employees will wear an Office of School Nutrition ("OSN") uniform all year round which consists of a polo shirt (provided by OSN) black pants or skirts and nonskid black shoes effective 2012-2013 school year. Employees are required to arrive at work in uniform.

ARTICLE 15 -- COMPENSATION

A. 2017-18 School Year

1. Wages: The following increase in hourly rates shall occur beginning with the first payroll period following final ratification and Financial Review Commission approval of this agreement as follows:

    a. Food Service Specialist: from $12.22 to $13.25
    b. Food Service Assistant: from $9.11 to $10.50
    c. Noon Hour Aide: from $9.05 to $9.45

2. Employees may be eligible to receive an efficiency bonus, if such bonus is 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, with the understanding that any such bonus shall not exceed $500.

    The District shall make a payment of $375 in December 2017 (pro-rated for less than full-time employees). This payment will be made to all bargaining unit

employees who were employed as of July 1, 2017, and who are still employed by the District as of the date that such payment is made.

3. The District shall make a payment of $275 in December 2018 (pro-rated for less than full-time employees) to Early Childhood and Montessori Noon Hour Aids. This payment will be made to those employees who were employed as of July 1, 2018, and who are still employed the District as of the date that such payment is made.

   It is understood and agreed that because these payments are made in the form of a lump-sum bonus, no District retirement contribution shall be made to the Michigan Public School Employees Retirement System (MPSERS) on such payments.

B. 2018-19 School Year

1. Wages: The following increase in hourly rates shall occur as stated:

   a. Food Service Specialist: from $13.25 to $13.50, beginning with the first payroll period following the beginning of the second semester of the 2018-19 school year.

   b. Food Service Assistant: from $10.50 to $10.75, beginning with the first payroll period following the beginning of the second semester of the 2018-19 school year.

   c. Noon Hour Aide: from $9.45 to $9.60, beginning with the first payroll period following the beginning of the second semester of the 2018-19 school year.

2. Employees may be eligible to receive an efficiency bonus, if such bonus is 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, with the understanding that such bonus shall not exceed $500.

3. The District shall make a payment of $275 in December 2019 (pro-rated for less than full-time employees) to Early Childhood and Montessori Noon Hour Aids. This payment will be made to those employees who were employed as of July 1, 2018, and who are still employed the District as of the date that such payment is made.

   It is understood and agreed that because these payments are made in the form of a lump-sum bonus, no District retirement contribution shall be made to the Michigan Public School Employees Retirement System (MPSERS) on such payments.

Overtime Pay

Time and one-half will be paid to all employees of the bargaining unit for actual hours worked in excess of 40 hours during any one week period. For the purpose of this section, the phrase "actual hours worked" shall be consistent with the definition of hours worked pursuant to the Fair Labor Standards Act.

Food Service Assistants, Food Service Coordinators, and Satellite Coordinators:

Each member in this classification shall receive reimbursement, up to $100, for the purchase of uniforms and shoes. Receipts for such purchases must identify the items, and must be dated, and presented prior to the reimbursement, made by November 30, of each year thereafter. New members to the unit; will not be reimbursed for uniforms the first year of employment.

All members in these classifications shall receive no less than ten (10) hours of in service per year geared toward improving their job skills.

E. HOLIDAY PAY

Unit members shall be paid for the Martin Luther King holiday provided he/she works the day before and the day after each such holiday unless utilizing an approved paid leave.

Veteran's Day

As in the 2016-17 school year, Veteran's Day is no longer a half-day District holiday, and bargaining unit members shall again work a full day on the day Veteran's Day is observed in both 2017 and 2018.

The day before Thanksgiving for both 2017 and 2018 shall not be a work day, but shall be a half-day holiday, with Noon Hour Aides capped at three hours pay for the day, and other employees capped at four hours pay for the day.

ARTICLE 16 -- ATTENDANCE

The District shall have the right to establish a reasonable no-fault attendance policy. The Union shall be notified prior to the implementation of said policy and provided an opportunity for input prior to implementation.

ARTICLE 17 -- EMPLOYEE PERFORMANCE EVALUATION

The parties agree that the District is currently in the process of preparing a new evaluation tool. Prior to implementation of the new tool, the Union will be offered an opportunity to review the tool and will be offered an opportunity to discuss the tool with the District. Until

such time the status quo will remain in effect.

Performance evaluations shall be aligned with the Detroit Public Schools evaluation Process.

Such evaluations shall be discussed in a conference between the employee and his/her administrator/supervisor. Employees retain the right to place rebuttal information in their file regarding an evaluation and to have copies of any and all items placed in their personnel records both at the local school and the central system.

The employer shall evaluate employees at least once a year using a comprehensive performance-management process. In addition to the criteria set forth below, the employee shall be evaluated based upon meeting established performance goals. Performance goals shall be established in writing by the appropriate administrator, after input from the employee, on or before October 15 of each school year. Evaluation shall be ongoing; however, the formal annual evaluation shall be completed by May 1 of each year. Unsatisfactory performance must be identified in writing. Any written evaluation of unsatisfactory performance shall include (a) clearly documented examples of unsatisfactory performance; (b) evaluation based upon personal observation; (c) evaluation by a direct supervisor of the member being evaluated.

Performance evaluation shall be based upon:

- Job knowledge and skill
- Quality of work
- Efficiency of work
- Attendance
- Interpersonal skills
- Training receive (to the extent available)

Appeals of unsatisfactory performance appraisals shall be first to the next level manager over the supervisor conducting the evaluation and, thereafter, through the grievance procedure.

Performance evaluations shall be aligned with the Detroit Public Schools evaluation Process.

Such evaluations shall be discussed in a conference between the employee and his/her administrator/supervisor. Employees retain the right to place rebuttal information in their file regarding an evaluation and to have copies of any and all items placed in their personnel records both at the local school and the central system.

All employees in the bargaining unit shall be evaluated on the School Service Assistant Rating Form by their principal or designee once per semester, not later than December of

the first semester and April of the second semester. (The designee must not be a member of the bargaining unit.)

Any employee receiving an unsatisfactory rating will be given thirty (30) calendar days in which to improve. If an employee fails to improve, he/she shall be terminated upon two week notice. At the time the termination is given, the building representative will also be notified.

Within thirty (30) days of the ratification of this Agreement the parties will meet to discuss the issue of job descriptions for all positions in the bargaining unit.

ARTICLE 18 -- WORKER'S COMPENSATION

An employee will maintain employment for a maximum period of one (1) year while receiving workers' compensation benefits. Upon termination from employment with the District all benefits will end (workers compensation will apply as provided by the laws of the State of Michigan).

ARTICLE 19 -- JURY DUTY

An employee who is absent because he/she is performing jury duty in a municipal, State or Federal Court shall be paid the difference, if any, between his/her regular salary and the remuneration received as a juror for a period not to exceed fifty (50) days in any calendar year.

ARTICLE 20 -- ILLNESS DAYS

A. Sick Days for Food Service Specialists
The number of sick days for Food Service Specialists shall increase from three (3) to six (6), of which two (2) can be used for Personal Business which otherwise cannot be handled during non-work hours, to be effective following final ratification and Financial Review Commission approval of this agreement.

B. An employee not able to return to work following four (4) consecutive days of absences for Personal illness may be required to furnish a statement from his/her physician on the fifth day of her/his absence from work on the appropriate District form(s) before returning to his/her assignment and in order to secure his/her pay check. The employee may be required to have a medical examination by the District's designated Physician before returning to his/her assignment.

C. Short term leaves of absence may be granted consistent with Board of Education policy.

D. If an employee is absent for five consecutive days, he/she will be sent a certified letter by the school principal or immediate supervisor, with a copy to Human Resources

requesting her/him to contact the Human Resources within a five day period. Failure to do so, the employee shall be considered a quit and employment will be terminated by the Board.

E. If an employee is absent more than fifteen days within a year, she/he will be terminated. The employee will receive a written warning notice after the tenth absence apprising them of the situation. The Union representative shall be present.

F. Upon written request, the District may grant a leave of absence for a period not to exceed one (1) year. The District will terminate an employee who has been unable to work for one continuous year.

ARTICLE 21 -- DUES CHECKOFF/AGENCY SHOP

A. The Board shall deduct from the pay of each employee from whom it receives a written dated authorization to do so, the required amount of funds for payment of Union.

Such funds, accompanied by a list of employees from whom they have been deducted, and the amount, shall be forwarded to the Union no later than forty (40) days after the deductions have been made.

The Union will notify the Board forty (40) days prior to any change in such dues.

ARTICLE 22 –

ARTICLE 23 – WEATHER EMERGENCY/SCHOOL CLOSINGS

Where the District has not publicly announced closures by 4:00 a.m. employees who report to work within 30 minutes of the scheduled starting time said be paid two (2) hours as "show-up pay".

Unit members assigned to Food Service are to contact their Area Manager or designee for assignment in the event of an individual school closure, not a District closure. The employee may be required to work at another location and failure to report as directed will result in the employee having to use paid time off or not being paid.

When students are not required to report to school due to building closures or inclement weather not within the control of the school authorities, school-based bargaining unit members in those schools shall not be required to report but shall be paid their regular scheduled hours of work not to exceed four (4) hours.

When an individual school closes after the start of the workday due to building problems, bargaining unit members will be paid for the actual time worked; if the actual time worked is less than 4 hours, then members will receive their regularly scheduled hours of work for that day, not to exceed four (4) hours.

When District schools are closed due to emergency conditions and the number of cancelled days becomes less than the State requirement for student attendance without loss of state aid, bargaining unit members shall not be compensated for the make-up or rescheduled days.

ARTICLE 24 -- INSURANCE

A. Life Insurance

The District shall underwrite the cost of group life insurance for all eligible members (employees working 20 or more hours per week) of the bargaining unit. The policy shall provide the payment of $10,000.00 to the employee's designated beneficiaries or the employee's estate if the employee should die while in the active service of the District.

B. Health Insurance

The District will provide health and dental insurance to this bargaining unit in accordance with applicable federal, state laws and regulation.

ARTICLE 25 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

The District reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and the United States. In addition, the District reserves the right to govern and manage the District in all respects.

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the District, the Union and the employees in the bargaining unit. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been takin within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE 26 – CRIMINAL HISTORY RECORD CHECK

In the event that a District employee covered by this Agreement is laid off, or on an approved leave of absence or otherwise separated from the District for six months or more, he/she shall be subject to a criminal history record check which includes fingerprinting at the employee's expense and a drug test before he/she is returned to service with the District.

ARTICLE 27 – DIRECT DEPOSIT/DEBIT CARD

The District has the right to and will implement, at its discretion, the payment of wages to

employees covered by this agreement through direct deposit or a payroll debit card and issue pay advices electronically in accordance with state law.

ARTICLE 28 – OFFICE OF SCHOOL NUTRITION – COMPENSATION AND STAFFING

Serv-Safe Testing

The Office of School Nutrition will pay fees associated with Serv- Safe testing, including books, materials and test, for the initial test for first time test-takers and for first recertification, up to a maximum of $125 (One Hundred Twenty Five Dollars).

The Employee will be responsible for testing fees beyond initial testing. If the employee receives a failing score and requests to take a re-test, the employee is responsible for payment of fees.

Calendar

The calendars for the 2017-18 and 2018-19 school years shall be as previously tentatively agreed and set forth in the attached. The bargaining unit members shall work the students' calendar and such other days as determined by the District.

Other

a. Preference for summer school positions shall be given to employees with good performance evaluations and attendance. Summer school hourly pay rates shall be the same as the regular rates unless otherwise determined by the District.

b. The parties agree to include in the parties' agreement the attached "Statement of Commitment, Community Schools in Detroit

The contract provisions of the current collective bargaining agreement not otherwise set forth or attached hereto shall continue.

ARTICLE 29 – EVALUATION, CONFERENCES, AND TERMINATIONS

ARTICLE 30 – CALENDAR

ARTICLE 31 – MISC

ARTICLE 32 – DURATION

LETTER(S) OF AGREEMENT

LOA – INSTRUCTIONAL REFORM – PRIORITIES SCHOOLS 4/29/10

LOA – SCHOOL BASED PERFORMANCE BONUS – 4/29/10

LOA – INSTRUCTIONAL REFORM – SHARED DECISION MAKING -4/29/10

LOA – CLASSIFICATION OF FOOD SERVICE SPECIALIST -6/25/12

LOA – STAFFING SUMMER PROGRAM 2012

2023-2024

AMENDMENTS

TENTATIVE AGREEMENT BETWEEN
THE DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT (DPSCD)
AND
DETROIT FEDERATION OF PARAPROFESSIONALS, LOCAL 2350 (DFP)
"FOOD SERVICE BARGAINING UNIT: BARGAINING UNIT S"
(AUGUST 22, 2023)

Preface

This proposal is for an agreement on any and all economic issues and terms of any kind to be incorporated into a one-year successor collective bargaining agreement between the DFP and the DPSCD. This proposal covers only economic issues regarding the Food Service Bargaining Unit: Bargaining Unit S. This agreement covers the 2023/24 school year. Unless specifically altered by this agreement, all other contract rights that were agreed to by the Union and the Employer for the 2022/23 school year will be incorporated into this agreement.

Food Service Worker Full Time (See Job Description attached)

Wages and Hours are established at $17.55 an hour, 8 hours a day. The District has budgeted for 75 of these positions to be filled by the DFP Bargaining Unit S members. These budgeted numbers are subject to modification as the district determines appropriate for it to meet its fiscal and operational needs.

Placement: DFP members who have applied for and received a conditional offer to enter the Full Time Food Service Worker position, will be placed into one of the budgeted Full Time Food Service Worker positions. Any remaining vacant Full Time Food Service Worker position will first be filled by employees employed as Food Service Specialists or Assistants during the 2022/23 school year. Vacancies will be filled in accordance with the present CBA provisions and applicable District policies. If there are remaining positions, they will be filled by Noon Hour Aide applicants.

Holidays: Food Service Workers Full Time will be paid for the following eight (8) holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Day, Good Friday, and Memorial Day in each year.

A bargaining unit member who is eligible for holiday pay shall receive such pay provided he or she works both the day before and the day after the holiday or is receiving pre-approved sick pay, other than personal business.

Day Before Thanksgiving: Food Service Workers Full Time shall not work but be paid on the day before Thanksgiving.

Sick Leave-Accrual Rate: Sick leave for Food Service Workers Full Time shall be accrued as follows:

Year one (1) - ten (10) sick days

Years two (2) and beyond - twelve (12) sick days

The District may implement a schedule of discipline based on suspected abuse of sick bank by any bargaining unit member subject to the just cause provisions of the CBA.

Personal Business: The employee shall be able to use up to two (2) days for personal business. Personal business days shall be deducted from the employee's sick leave bank. Personal business days may not be used to extend a holiday.

Food Service Worker Part Time (See Job Description attached)

Wages and Hours are established at $17.55 an hour, 5.5 hours a day. The District has budgeted for 236 of these positions to be filled by the DFP Bargaining Unit S members. These budgeted numbers are subject to modification as the District determines appropriate for it to meet its fiscal and operational needs.

Holiday Pay: Food Service Worker Part Time shall be paid for three (3) hours the Wednesday before Thanksgiving and a full day's pay for Martin Luther King's Birthday.

Illness Days: Food Service Worker Part Time shall accrue three (3) illness days per fiscal year. The employee's illness bank will be credited a fraction of the annual total on a per pay period basis. Two (2) illness days can be used for Personal Business which otherwise cannot be handled during non-work hours.

Reclassification of Food Service Assistant. The Food Service Assistant position shall be eliminated. Employees currently employed in that position will be transferred to the Food Service Worker Part Time position unless offered a Food Service Worker Full Time position.

Noon Hour Aides

Wages and Hours

***Noon Hour Aides* wage and hours** are established at $13.52 an hour, 4 hours a day. Noon Hour Aides will have the opportunity to transfer to Part Time Food Service Worker positions as vacancies in that position occur.

***Classroom Noon Hour Aides* wages and hours** are established at $15.60 an hour, 6.42 hours a day, four (4) days a week. (See job description attached)

***Montessori Noon Hour Aides* wages and hours** are established at $15.60 an hour, 6.42 hours a day five (5) days a week. (See job description attached)

Holiday Pay: All Noon Hour Aides shall continue to be paid for three (3) hours the Wednesday before Thanksgiving and a full day's pay for Martin Luther King's Birthday.

Illness Days: All Noon Hour Aides shall continue to accrue three (3) illness days per fiscal year. The employee's illness bank will be credited a fraction of the annual total on a per pay period basis. Two (2) illness days can be used for Personal Business which otherwise cannot be handled during non-work hours.

Food Service Specialist

Wages and Hours are established at $17.00 an hour, 6.5 hours a day.

Transfer: Employees currently employed as Food Service Specialists are encouraged to apply to transfer into a Food Service Manager position. The parties agree that Food Service Manager positions are supervisory and are excluded from the bargaining unit so long as those in the position may supervise bargaining unit members in Bargaining Unit S.

Employees currently employed as Food Service Specialists are also encouraged to transfer to vacant Food Service Worker Full Time and Food Service Worker Part Time positions. Some or all the Food Service Specialist positions will be eliminated by the District, at its discretion. As a result, Food Service Specialists who do not accept transfer to one of the Food Service Manager or Food Service Worker positions may be laid off. In its discretion the District may, on October 1, 2023, cease accepting applications from members for the Food Service Manager position for the 2023/24 academic year. However, the District will work with Union membership to ensure that any member who seeks to continue working for the District obtains employment in a cafeteria related position.

As DFP Food Service Worker positions become vacant, Food Service Specialists will have transfer priority over Noon Hour Aides.

Other Benefits for all Bargaining Unit Members

Off-Days with Pay: All bargaining unit members covered by this Agreement shall continue to receive 11 off-days with pay to be used during established break periods. Part time Food Service Workers shall be paid 3.5 hours on days designated as off-days with pay. OSN Noon Hour Aides shall be paid 3 hours on days designated as off-days with pay. Early Childhood Noon Hour Aides and Montessori Noon Hour Aides shall be paid 6.42 hours on days designated as off-days with pay. Noon Hour Aides in Early Childhood with daily assignment of 4 hours per day shall be paid 4 hours per day. Bargaining Unit members shall receive off days as follows, 6 days during December Break, 5 days during Spring Break.

Longevity Supplement: DFP unit members, as of June 30, 2023 who have 20 or more years of service with the District (and its predecessor the Detroit Public Schools) shall receive longevity supplement in the amount of $1000. The District shall pay this longevity supplement in a separate pay advice in July 2024. To receive this supplement, employees must maintain their employment for the 2023/24 school year.

December Retention Bonus: Full Time DFP bargaining unit members on the payroll as of December 1, 2023 will receive a $2,000 holiday bonus to be paid through a separate pay advice in the last payroll in the month of December 2023. Part-time unit members shall receive a $1,000 retention bonus through a separate pay advice in the last payroll in the month of December 2023.

Temporary Classroom Coverage: The Temporary Classroom Coverage stipend, made available according to the "Temporary Classroom Coverage" Article shall also continue to apply for the 2023/24 school year.

Office of Nutrition - Testing and Training: The Office of Nutrition will continue to pay fees associated with Serv-Safe testing, subject to the provisions of Article 28 of the CBA.

Settlement of Union's Grievance and Release of Any and All Claims Under PERA

As indicated previously, the District rejects the DFP Step 2 grievance dated May 10, 2023 (Grievance) claiming that by creating the Food Service Worker position pursuant to an LOU with AFSCME the District violated the recognition clause in its CBA by eliminating the Food Service Worker position. By entering into this tentative agreement, the DFP fully releases the District from and otherwise waives any and all claims it has raised or that it could raise in any forum, including but not limited to before the Michigan Employment Relations Commission, as a result of the District' May 2, 2023 agreement with AFSCME and, to that end, the DFP will withdraw the Grievance with prejudice.

Acceptance of this proposal by the Union as Tentative Agreement subject to membership ratification	**Acceptance of this proposal by the District as a Tentative Agreement subject to Board approval**
Donna Jackson Donna Jackson (Aug 25, 2023 11:36 EDT)	Luis Solano (Aug 24, 2023 11:32 EDT)
Signature	**Signature**
Nate Walker Nate Walker (Aug 25, 2023 11:34 EDT)	Gwendolyn Anderson
Signature	**Signature**
Aug 25, 2023	Aug 24, 2023
Date	**Date**

Approved: _____

Nikolai P. Vitti, Ed.D., General Superintendent

2021-2023
AMENDMENTS

Detroit Public Schools Community District
and
Detroit Federation of Paraprofessionals
Bargaining Unit 'S'

TENTATIVE AGREEMENT
December 2, 2021

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1. A collective bargaining agreement of two years' duration effective July 1, 2021 and expiring June 30, 2023.

2. **Wages:** The following increase in hourly rates shall occur as stated:

Classification	2020-21 Rates	2021-22 Rates	2022-23 Rates
Food Service Assistant	$12.11	$15.00	$15.00
Food Service Specialist	$14.94	$17.00	$17.00
Noon Hour Aide Early Childhood/Montessori	$10.09	$15.00	$15.00
Noon Hour Aide Food Service	$10.92	$13.00	$13.00
Greeter	$12.00	$12.00	$12.00

3. **Off-Days with Pay:** Effective with the 2021-2022 school year, all bargaining unit members covered by this Agreement shall receive eleven (11) off-days with pay to be used during established break periods. Food Service Specialist and Food Service Assistants shall be paid 3.5 hours on days designated as off-days with pay. OSN Noon Hour Aides shall be paid 3 hours on days designated as off-days with pay. Early Childhood Noon Hour Aides and Montessori Noon Hour Aides shall be paid 6.42 hours on days designated as off-days with pay. Noon Hour Aides in Early Childhood with a daily assignment of four (4) hours per day shall be paid 4 hours per day. Bargaining unit members shall receive off-days with pay as follows: six (6) days during the December Break and five (5) days during Spring Break.

4. The working hours for summer school assignments shall be **established by the Office of School Nutrition based on the needs of the summer program.** Preference for summer school positions shall be given **on a rotating basis** to employees with good performance evaluations and attendance.

5. **Temporary Classroom Coverage** (New Article)

   A. It is recognized that in general and absent extenuating circumstances, a bargaining unit member may not be assigned full responsibility for leadership and supervision of students without the direction and/or supervision of a certified teacher or administrator.

   B. It is understood and agreed that in general and absent extenuating circumstances, a bargaining unit member is not to serve in the place of a classroom teacher as a regular substitute. It is permissible for a bargaining unit member to assume temporary leadership and supervision of students in a

classroom in the temporary .absence of a teacher, provided a certificated teacher or administrator has been specifically designated to direct and/or supervise the activities to be performed by the unit member.

C In the event there is a temporary, full-day absence of a teacher in a classroom, and a bargaining unit member in 'M' or 'S' is requested by an administrator to take responsibility for the temporary leadership and supervision of assigned students in the classroom, then the bargaining unit member shall receive compensation of $35.00 per full-day as a stipend for the additional assignment/responsibilities. As a condition of receiving this $35.00 full-day stipend, the bargaining unit member who is given this temporary, full-day assignment must submit the completed Temporary Classroom Coverage Form on a weekly basis to the Principal or his/her designee.

2022-2023

6. For the 2022-2023 school year bargaining unit members on the payroll as of February 28, 2023 shall be paid an off schedule supplemental payment in the amount of $1000 to be paid no later than June 30, 2023. Bargaining unit members hired after February 28, 2023 shall be paid an off schedule supplemental payment in the amount of $500 to be paid no later than June 30, 2023.

2021-2022 and 2022-2023

7. All DFP-Bargaining Unit S unit members shall receive a supplemental stipend for services provided in the area of learning recovery in the amount of $2,000. The District shall pay this learning recovery supplement in December for each of the following school years: 2021-2022 and 2022-2023 in a separate pay advice.

8. DFP-Bargaining Unit S unit members who, as of June 30, 2021 and June 30, 2022, have 20 or more years of service in any position(s) 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 the last paycheck of the school year in 2021-2022 and in the last paycheck in 2022-2023 in a separate pay advice. The employee must remain employed throughout the school year that the longevity payment is paid.

9. DFP-Bargaining Unit S unit members actively working in a retiree job code shall receive the same supplements, stipends, bonuses, or other forms of additional compensation as other DFP-OSN unit members in their respective job classifications, excluding the longevity supplement referenced above.

10. It is the mutual understanding and agreement of the parties that all of the supplements, stipends, and other forms of pay set forth in this Compensation Agreement shall be creditable and reportable *compensation* with the Michigan Office of Retirement Services ("ORS") within the meaning of MCL 38.1303a(2). The District shall take all necessary steps to report such compensation as creditable with the ORS.

Non-Financials

11. **ARTICLE 2 – RECOGNITION**

Pursuant to an in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment for the term of this Agreement of:

Noon-Hour Aides-Food Service, Noon-Hour Aides-Early Childhood, Noon-Hour Aides-Montessori, Food Service Specialist, ~~Satellite Coordinators~~ and Food Service Assistants and Greeter employed by the Detroit Public Schools Community District ~~Detroit Board of Education~~ excluding supervisors, all employees currently represented by other labor organizations and all other employees.

12. **ARTICLE 3 - EQUAL EMPLOYMENT OPPORTUNITY** **(Replace current language)**

The parties recognize and agree that neither shall discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, age, religion, height, weight, citizenship, marital or family status, military status, ancestry, genetic information, or any other legally protected category, in its educational programs and activities, including employment and admissions opportunities or membership in, or association with the activities of, the Union.

13. **PROBATIONARY EMPLOYEES (new article-same language)**

When an employee has been promoted to Food Service Specialist or Food Service Assistant from another classification within the bargaining unit, there shall be a thirty (30) workday probationary period. The probationary employee shall be returned to his/her previous classification in the bargaining unit if the employee's performance during the probationary period is not satisfactory. For these employees the District will provide a written statement explaining why the performance of the employee was unsatisfactory. Employees who are returned to their prior classifications shall be returned to his/her previous location and all affected employees shall be returned to their prior classification and location.

14. **ARTICLE 5 - GENERAL DESCRIPTION OF WORK**

The service of Food Service and Noon-Hour Aide employees shall generally be utilized to provide support services for students and staff in the following manner:

Noon Hour Aides – OSN

To be an additional supportive person to whom young people may relate. Monitor lunchroom to ensure conduct and order.

- Monitor student activity to ensure conduct and order
- To accompany and assist in supervising students entering and exiting cafeteria.
- To wipe down tables as needed
- To assist in preparing breakfast, fruit, and vegetable snack bags

Food Service Assistant
To coordinate and assist with food preparation of school meals, assist with meal service for students.

- Assist with food preparation of school meals
- Assist with serving meals to students
- Clean and sanitize workstations to ensure clean, safe food production area
- Assist with general cleaning in food service work areas (wash dishes, sweeping and mop floors, removing trash)
- Maintain storeroom and stock food deliveries

Food Service Specialist
To ensure students are provided with a healthy breakfast and hot nutritional lunch meals daily that supports educational development. To promote a friendly school atmosphere and positive working environment for students and staff. Ensure food preparation and working areas follow local, state, and federal health department regulations. Must be Serv-Safe certified during the course of employment.

- Provide professionals service to students and staff
- Communicate with assigned Area Manager
- Perform electronic point of sales duties for all lunch periods
- Maintain and submit production records daily to Area Managers
- Place orders for menu items

Noon Hour Aide - Early Childhood Program
Aid pre-kindergarten students and work alongside classroom team to provide classroom support.

- Monitor and assist students during lunch and naptime.
- Assist with escorting students during outside recess
- Prepare lunch and snacks for students
- Provide coverage in classroom during staff lunchtime
- Clean refrigerator and rotate foods
- Clean and sanitize tables
- Provide customer service to students, staff, and parents

Noon Hour Aide – Montessori Program
Work as part of classroom team to provide support for students in a fast-paced environment.

- Assist students in pre-kindergarten and multi-grade level classrooms
- Assist with lunchtime and students' activities
- Collaborate with classroom team to support individual needs of students in accordance with Montessori philosophy
- Provide customer service to students, staff, parents, and community

~~SERV SAFE CERTIFICATION~~

~~A. The service of the Noon-Hour Aide shall be generally utilized in the following manner:~~

~~1. To be an additional, supportive, understanding adult to whom young people may relate.~~

~~2. To provide a link between the school and community.~~

~~3. To assist in the supervision of students in holding areas. To accompany and assist in supervising students to and from the lunch-room or other supervised areas.~~

~~4. To wipe down tables as needed and other related duties as assigned.~~

~~B. The service of the Kitchen Coordinator, Satellite Coordinator and Kitchen Aide shall be generally utilized as outlined in the "handbook" as published by the Food Service Department.~~

~~C. If a student is disrupting regular activities, a bargaining unit member may report the action to his/her worksite supervisor in writing. The supervisor will take the appropriate action.~~

~~1. CLASSIFICATION CHANGES~~

~~(a) "Satellite Coordinator" in Heat and Serve Kitchens shall automatically become "Food Service Coordinators", but retain all seniority earned as "Satellite Coordinator".~~

~~(b) "Satellite Coordinators" in Satellite Kitchens shall remain "Satellite Coordinators".~~

~~(c) "Satellite Aides" in all kitchens shall automatically become "Food Service Assistants" but retain all seniority earned as "Satellite Aides".~~

~~(d) For vacancies in these classifications, there shall be a thirty (30) work day probationary period. When an employee has been promoted to one of these classifications from another classification in the bargaining unit, he/she shall be returned to his/her previous classification in the bargaining unit if the employee's performance during the probationary period is not satisfactory. For these employees the District will provide a written statement explaining shy the performance of the employee was unsatisfactory. Employees who are returned to their prior classifications shall be returned to his/her previous location and all affected employees shall be returned to their prior classification and location.~~

~~(e) Food Service Assistants who have been authorized by their manager to temporarily perform the services of Food Service Coordinators or Satellite Coordinators shall be paid the applicable classification rate.~~

~~2. These titles we be changed throughout the Collective Bargaining Agreement.~~

~~3. MODIFICATION OF CLASSIFICATIONS OF FOOD SERVICE SPECIALIST AND FOOD SERVICE COORDINATOR~~

~~1. Food Service Specialist~~

~~The District will place the new classification of Food Service Specialist into the bargaining unit represented by the Detroit Federation of Para-Professionals. All incumbents in Food Service Specialist positions are required to perform the essential functions as prescribed by the position's job description.~~

2. ~~Wages – The salary range for the classification if $10.50 - $11/50 (post concession)~~
3. ~~SERV SAFE Certification – The Food Service Specialist position requires a current SERV SAFE certification during the course of employment.~~
4. ~~Eligibility – All individuals who are current bargaining unit members as of the execution date of this Letter of Agreement are eligible to apply for the position.~~
5. ~~Training – The District will provide training to all individuals who are bargaining unit members as of the execution date of this letter of agreement.~~
6. ~~SERV SAFE Examination – The District will provide the opportunity for all existing bargaining unit members to take the SERV SAFE examination. The bargaining unit member must pass the examination with a score of 75% in order to receive the SERV SAFE certification. Those members who receive a score of 50% to 74% will receive a second opportunity to take the SERV SAFE examination at the expense of the District. Those members who do not pass with a 75% or higher the second time will be given a third opportunity to take the SERV SAFE examination at the expense of the employee in the amount of $50.00. The District will not pay for any additional training or SERV SAFE examinations for those members who receive a score lower than 50% or who do not pass the examination the third time.~~
7. ~~Seniority – Seniority earned in classifications of Food Service Coordinator and Food Service Assistant will be counted for seniority purposes with regards to the Food Service Specialist position.~~
8. ~~Food Service Coordinator – Effective September 1, 2012, the position of Food Service Coordinator will be eliminated. Existing Food Service Coordinators who do not successfully pass the SERV SAFE examination by August 30, 2012 will not be eligible to hold the position of Food Service Specialist and will have no further right or entitlement to District employment. However, the individuals may apply for any available Food Service vacant positions for which they are qualified and eligible.~~

15. **ARTICLE 6 - SPECIAL CONFERENCES**

Upon written request, special Conferences for important matters will be arranged between the Union President and the District, or ~~designee and the Board, or~~ its designated representatives. Special Conferences shall be between no more than three (3) representatives from each party unless the parties mutually agree that more than three (3) representatives from each party can attend the special conference. ~~upon the written request of either party. Such meeting shall be between no more than four (4) and at least two (2) representatives of each party.~~

Arrangements for such special conferences shall be made in advance and an agenda of the matters ~~to be taken up at the meeting~~ shall be presented at the time the conference is requested. Matters taken up at the special conference shall be confined to those included in the agenda. Such conferences shall be held within ten (10) calendar days after the request is made. The parties may mutually extend this time limit.

~~This time limit may be mutually extended by the parties.~~

16. **ARTICLE 7 – ASSIGNMENTS**

The assignment of duties and functions of OSN Noon Hour Aides, **Food Service Assistants and Food Service Specialist** shall be the responsibility of the **Office of School Nutrition** ~~the principal or his/her designee~~. ~~(No member of this unit shall be a designee.)~~

The assignment of duties and functions of Noon Hour Aides in Early Childhood shall be the responsibility of the Early Childhood Great Start Readiness Program (GSRP).

The assignment of duties and functions of Noon Hour Aides in Montessori shall be the responsibility of the Montessori program.

Noon Hour Aides within a building who have completed at least two years of satisfactory work as a Noon Hour Aide, shall be given first notice when a position becomes available and, if she/he meets all other qualifications, she/he shall be given consideration for employment as a ~~School Service Assistant~~ Para-Educator. **Noon Hour Aides in OSN who meets all other qualifications, she/he shall be given consideration for employment as a Food Service Assistant.**

Food Service Assistants who have been authorized by their manager to temporarily perform the services of Food Service Specialist shall be paid the applicable classification rate.

Noon Hour Aides who have been authorized by their manager to temporarily perform the services of Food Service Assistant shall be paid the applicable classification rate.

17. **ARTICLE 8 – SENIORITY** (Replace current language)

A. Seniority is by classification as follows:
   Food Service Specialist
   Food Service Assistant
   Noon Hour Aide – Office of School Nutrition
   Noon Hour Aide - Early Childhood
   Noon Hour Aide - Montessori

B. In the event of equal seniority, the following criteria will be used to determine seniority.

a. Seniority in employment with the Detroit Public Schools Community District
b. In the event this does not resolve the issue, the District and the Union shall meet to establish a workable solution.

~~A. Seniority by classification shall commence with the first day of hire (in the classification) and shall be ranked from highest to lowest. When more than one (1) employee is hired on the same date, seniority rank will be determined by:~~

~~1. Previous employment in other Board of Education positions.~~

~~2. Lowest number of the last three (3) digits of the individual's Board file number.~~

18. **ARTICLE 9 - LAYOFF AND RECALL** (Replace current language):

LAYOFF: The word "layoff" means a reduction in the working force due to a decrease of work or operating funds at a specific location.

Each employee that is laid off shall be given a three (3) day written notice which will specify the effective date of layoff. Employee(s) laid off through the procedure stated in this Agreement shall be maintained on a recall list for a period of one (1) year, at which time the recall rights shall terminate.

In the event of a layoff, the order of layoff shall be:

1. Probationary employees, in accordance with their seniority.
2. Other employees, in accordance with their seniority, that is, the least senior employee being laid off first.

Recall shall occur in reverse order of layoffs with the person having the greatest school seniority being recalled first based upon the ability to do the job.

A District employee covered by this agreement shall return to work as directed by the District within five (5) calendar days of the date of the notice of assignment letter or three (3) calendar days if notified by telephone or email (absent extenuating circumstances as determined by the District). Failure to respond to the written notice within the timelines above will result in the employee being considered a voluntary quit and the District shall be under no further obligation to the employee.

It shall be the responsibility of the employee to notify the District of any change of mailing or email address and telephone number immediately after such change.

In the event, the District deems it necessary, unit members will be considered laid off at the end of the third (3rd) day of work stoppage by another bargaining unit, unless notified by the Emergency Financial Manager, or if the District's financial emergency is resolved, the General Superintendent or his/her designee. Notice to the contrary may include any

date after the third day of the work stoppage. Employees are to return to work on the day indicated in the notice, and such notice may include one or more methods of communication. If the District recalls with the intent to reopen, the District shall have the right to lay off employees again without the need for any specific notice in the event schools do not open or schools open and are subsequently close.

19. ARTICLE 11 - WORKING RULES

The Board has established reasonable working rules pursuant to which all employees in the unit shall perform their assigned functions. The Union shall be consulted regarding any change in said working rules prior to any change therein.

The following work rules are published for informational purposes and to minimize the likelihood of any employee, through misunderstanding or otherwise, becoming subject to any disciplinary action.

A. All employees are expected to report for duty every working day. Excessive tardiness or absenteeism will not be condoned.

B. Each employee must notify his/her administrator in charge of intended absence within the time limitations specified.

C. Each employee must observe working hour schedules (starting time, end time, lunch hour, and preparation periods).

D. No employee may solicit or collect contributions for any purpose on Board property without written management permission.

E. Employees must not sell or offer for sale any article or service without written management permission.

F. Employees must be diligent in their duties during assigned working hours. Loafing or other abuse of compensable time during scheduled work hours will not be tolerated.

G. Employees must not interfere with any other employee's performance of duties.

H. Employees may not perform unauthorized personal work during assigned working hours.

I. Employees must not commit an act which might endanger the safety or lives of others.

J. Employees must perform all work properly assigned by an administrator in charge.

K. Employees may not falsify school records, reports or payrolls.

L. Employees must not abuse, destroy, damage, or deface Board property, tools, equipment, or the property of others on Board premises.

M. Employees must not fight on Board property.

N. Employees are prohibited from carrying liquor or illegal substances on Board property or consuming liquor or using illegal substances on Board property, or reporting for duty under the influence of liquor or illegal substances.

O. Employees are prohibited from carrying firearms or other weapons on Board property.

P. Employees must not disclose confidential information to unauthorized persons.

Q. Employees must not convert Board of Education, other employees', students', or vendors' property for their own use.

R. Employees must adhere to the District's Staff Dress and Grooming policy. See Policy 3216.

S. Employees are prohibited from fraternizing with students. This includes but is not limited to any inappropriate activities, touching, excessive conversation, romantic or sexual relationships or other non-job related personal contact with students.

20. **ARTICLE 12 -PERSONNEL RECORDS AND FILES** (Replace Current Language): The District will maintain and make available employee personnel records to bargaining unit members in accordance with the "Bullard-Plawecki Employee Right to Know Act," § 423.501 *et seq*. The District, upon written request, shall provide employees an opportunity to periodically review their personnel records generally, not more than twice per year.

An employee may also obtain a copy of the information contained in the employee's personnel file. The District reserves the right to charge the actual cost of duplicating said records.

No official report nor any derogatory statement about an employee in this bargaining unit shall be filed and considered part of the employee's permanent record by an administrator or supervisor unless such employee is sent a dated copy within a reasonable time thereafter. The employee shall have the right to submit a response to the report or statement. Such response shall be attached to and filed with the report or the statement in the employee's official personnel file. The employee shall have the right to grieve as to the relevancy of such statements to a current charge upon which personnel action is pending.

Personnel records shall continue to be confidential and carefully guarded in the interest of the individual employee. Records are available only for administrative and supervisory use, however, they are accessible for the individual employee with the exceptions noted above. Exceptions include test and reports from the Office of Employee Health Services, committees acting in selection or promotion processes and former employers which might make the District liable to claims of improper disclosure or publication. The individual employee may examine his own record in the District's Office of Human Resources. Employees may request their personnel file on a form provided by the District and available on the District's website. Pursuant to the "Bullard-Plawecki Employee Right to Know Act," § 423.501 *et seq*, a documentation processing charge will apply to all personnel files produced to the employee under the "Act".

The employee may be accompanied by a Union representative during the examination of his record provided that the employee has made a written request to the District indicating that a Union representative will be present.

21. ARTICLE 13 - HOURS OF WORK

~~The working hours of the~~ Noon-Hour Aides shall work a minimum of three (3) hours per day or more if the District deems necessary, Monday through Friday, when school is in session for students, during the regular school year.

~~The working hours of the~~ Food Service Assistants~~, and Food Service Specialist~~ shall be paid a ~~maximum~~ **minimum** of three and one-half (3 1/2) hours per day or more if the District deems necessary, Monday through Friday, when school is in session for students, during the regular school year.

~~The working hours of the~~ Food Service Specialists shall be **paid a minimum** ~~a maximum~~ of three and one-half (3 1/2) hours per day or more if the District deems necessary, Monday through Friday, when school is in session for students, during the regular school year.

LUNCH BREAKS - All food service employees who work less than five (5) hours a day will receive one (1) fifteen (15) minute duty-free paid break. ~~All employees~~ **Food service employees** who are scheduled for five (5) or more hours a day will receive one (1) thirty (30) minute break or two (2) fifteen (15) minute duty-free and non-paid break~~s~~ that will include a meal. Breaks cannot be taken before or after work assignments. All breaks shall be approved by the Executive Director or designee.

EARLY CHILDHOOD NOON HOUR AIDES - All employees who work less than five (5) hours a day will receive one (1) fifteen (15) minute **duty-free paid** break. All employees scheduled to work six (6) or more hours a day shall receive a daily duty-free and non-paid lunch break of forty-five (45) minutes and shall have a fifteen (15) minute daily duty-free paid break ~~with pay~~ as scheduled by the principal or designee. Breaks cannot be taken before or after work schedules.

The staffing requirements and work schedule of **Office of School Nutrition**

bargaining unit members Food Service Assistants, Food Service Specialists and Noon Hour Aides ~~Coordinators and Satellite Coordinators~~ will be determined by the Superintendent or ~~her~~ designee, ~~but~~ the days of work shall generally be limited to days when school is in session for students during the regular school year.

All Food Service Assistants **and** Food Service **Specialists** ~~Coordinators and Satellite Coordinators~~ will be provided a regular schedule that will remain their regular schedule until such time as the employee is notified of a new regular schedule.

~~Effective July 1, 2007~~ Holiday and sick leave pay for all Food Service Assistants, Food Service **Specialists and Noon Hour Aides** ~~Coordinators and Satellite Coordinators~~ will be based upon the employee's regular schedule at the time of the sick leave or holiday.

In the event Food Service programs extend beyond the regular school day and additional hours are required (after school programs supper programs, etc.), the following criteria will be used:

Additional hours of **work** will be offered first to the **Food Service Specialists** ~~most senior Food Service Assistants. Food Service Coordinator or Satellite Coordinator.~~ If the ~~Coordinator~~ **Food Service Specialists are** not available for the work, the additional time will be offered to ~~the building Food Service Assistants~~ **Office of School Nutrition bargaining unit members in order of seniority**. If no employee accepts the additional work the District shall have the right to assign the work in its Discretion.

~~In the event a need remains to hire food service staff for supper service, the Office of School Nutrition (OSN) shall continue to attempt to hire bargaining unit members for the provisioning of supper service. If all available food service personnel have been called and there are still vacancies in the supper service, temporary vacancies shall be covered in accord with the OSN's seniority-based supper service coverage plan for each individual school.~~

Bargaining unit members assigned to work programs that extend beyond the regular school day shall work an additional one (1) hour a day, not more than 2 hours per day for program support services. Program support services shall include student meal service, daily meal count and clean up.

If the District deems it necessary to change the permanent assignment of Food Service workers, the District will provide the affected worker, to the extent it is feasible a two (2) day notice.

22. ARTICLE 14 - ~~SALARY SCHEDULE AND~~ UNIFORM ALLOWANCE

~~By their representatives' signature below, the parties agree to amend the current collective bargaining agreement as indicated below.~~

~~Effective immediately the uniform allowance will be discontinued (which includes~~

~~no payments for the 2011-2012 fiscal year) the language in the parties' collective bargaining agreement which relates to uniform allowance is revised as follows:~~

The Office of School Nutrition ("OSN") will provide the employees with **two (2)** ~~four (4)~~ polo shirts ~~each year.~~ At the beginning of ~~the~~ each school year~~, OSN employees will receive four (4) polo shirts each year~~. Employees with less than 30 days of employment with the District will receive two (2) polo shirts. After 90 days or more of employment, Employees in the OSN will receive and additional (2) shirts. ~~(not to exceed four (4) polo shirts annually)~~

Employees will wear an Office of School Nutrition ("OSN") uniform all year round which consists of a polo shirt (provided by OSN) black pants or skirts and nonskid black shoes ~~effective 2012-2013 school year~~. Employees are required to arrive at work in uniform.

23. ARTICLE 15 - COMPENSATION

~~A. 2017-18 School Year~~

~~1. Wages: The following increase in hourly rates shall occur beginning with the first payroll period following final ratification and Financial Review Commission approval of this agreement as follows:~~

~~a. Food Service Specialist: from $12.22 to $13.25~~

~~b. Food Service Assistant: from $9.11 to $10.50~~

~~c. Noon Hour Aide: from $9.05 to $9.45~~

~~2. Employees may be eligible to receive an efficiency bonus, if such bonus is 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, with the understanding that any such bonus shall not exceed $500.~~

~~The District shall make a payment of $375 in December 2017 (pro-rated for less than full-time employees). This payment will be made to all bargaining unit employees who were employed as of July 1, 2017, and who are still employed by the District as of the date that such payment is made.~~

~~3. The District shall make a payment of $275 in December 2018 (pro-rated for less than full-time employees) to Early Childhood and Montessori Noon Hour Aids. This payment will be made to those employees who were employed as of July 1, 2018, and who are still employed the District as of the date that such payment is made.~~

~~It is understood and agreed that because these payments are made in the form of a lump-sum bonus, no District retirement contribution shall be made to the Michigan Public School Employees Retirement System (MPSERS) on such payments.~~

~~B. 2018-19 School Year~~

~~1. Wages: The following increase in hourly rates shall occur as stated:~~

~~a. Food Service Specialist: from $13.25 to $13.50, beginning with the first payroll period following the beginning of the second semester of the 2018-19 school year.~~

~~b. Food Service Assistant: from $10.50 to $10.75, beginning with the first payroll period following the beginning of the second semester of the 2018-19 school year.~~

c. ~~Noon Hour Aide: from $9.45 to $9.60, beginning with the first payroll period following the beginning of the second semester of the 2018-19 school year.~~

2. ~~Employees may be eligible to receive an efficiency bonus, if such bonus is 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, with the understanding that such bonus shall not exceed $500.~~

3. ~~The District shall make a payment of $275 in December 2019 (pro-rated for less than full-time employees) to Early Childhood and Montessori Noon Hour Aids. This payment will be made to those employees who were employed as of July 1, 2018, and who are still employed the District as of the date that such payment is made.~~

~~It is understood and agreed that because these payments are made in the form of a lump-sum bonus, no District retirement contribution shall be made to the Michigan Public School Employees Retirement System (MPSERS) on such payments.~~

~~Food Service Assistants, Food Service Coordinators, and Satellite Coordinators:~~

~~Each member in this classification shall receive reimbursement, up to $100, for the purchase of uniforms and shoes. Receipts for such purchases must identify the items, and must be dated, and presented prior to the reimbursement, made by November 30, of each year thereafter. New members to the unit; will not be reimbursed for uniforms the first year of employment.~~

~~All members in these classifications shall receive no less than ten (10) hours of in service per year geared toward improving their job skills.~~

E. **HOLIDAY PAY:** Unit members shall be paid for the Martin Luther King holiday provided he/she works the day before and the day after each such holiday unless utilizing an approved paid leave. **Holiday pay will be based upon the employee's regular schedule at the time of the holiday**.

24. **ARTICLE 16 – CALL-IN PROCEDURE AND ATTENDANCE**:

A. **District employees covered by this Agreement will call their Area Manager at least two hours before his/her regular starting time to report an absence.**

B. **If an employee is absent more than fifteen days within a year, she/he will be terminated. The employee will receive a written warning notice after the tenth absence apprising them of the situation. The Union representative shall be present.**

C. The District shall have the right to establish a reasonable no-fault attendance policy. The Union shall be notified prior to the implementation of said policy and provided an opportunity for input prior to implementation.

25. **ARTICLE 17 - EMPLOYEE PERFORMANCE EVALUATION**

~~The parties agree that the District is currently in the process of preparing a new evaluation tool. Prior to implementation of the new tool, the Union will be offered an opportunity to review the tool and will be offered an opportunity to discuss the tool with the District. Until such time the status quo will remain in effect.~~

Performance evaluations shall be aligned with the Detroit Public Schools **Community District** evaluation process.

Such evaluations shall be discussed in a conference between the employee and his/her administrator/supervisor. Employees retain the right to place rebuttal information in their file regarding an evaluation and to have copies of any and all items placed in their personnel records both at the local school and the central system.

The employer shall evaluate employees at least once a year using a comprehensive performance-management process. In addition to the criteria set forth below, the employee shall be evaluated based upon meeting established performance goals. Performance goals shall be established in writing by the appropriate administrator, after input from the employee~~, on or before October 15 of each school year~~. ~~Evaluation~~ **Check-ins** shall be ongoing.~~; however, the formal annual evaluation shall be completed by May 1 of each year.~~ Unsatisfactory performance must be identified in writing. Any written evaluation of unsatisfactory performance shall include (a) clearly documented examples of unsatisfactory performance; (b) evaluation based upon personal observation; (c) evaluation by a direct supervisor of the member being evaluated.

Performance evaluation shall be based upon:

- Job knowledge and skill
- Quality of work
- Efficiency of work
- Attendance
- Interpersonal skills
- Training receive (to the extent available)

Appeals of unsatisfactory performance appraisals shall be first to the next level manager over the supervisor conducting the evaluation and, thereafter, through the grievance procedure.

All employees in the bargaining unit shall be evaluated **by the supervisor or designee** ~~on the School Service Assistant Rating Form by~~ their ~~principal/designee or designee~~ once per **year.** ~~semester, not later than December of the first semester and April of the second semester~~. (The designee must not be a member of the bargaining unit.)

Any employee receiving an unsatisfactory rating will be given thirty (30) calendar days in which to improve. ~~If an employee fails to improve, he/she shall be terminated upon two week notice. At the time the termination is given, the building~~

~~representative will also be notified.~~

~~Within thirty (30) days of the ratification of this Agreement the parties will meet to discuss the issue of job descriptions for all positions in the bargaining unit.~~

26. ARTICLE 19 - JURY DUTY (Replace Current Language):

Pursuant to District Policy, an employee who serves on jury duty will be granted an approved absence. Employees will be reimbursed for the difference between jury duty pay and regular wages for the days served, including payment without charge to the employee's illness bank for jury interview and orientation. When the employee is excused from jury duty for a half-day or more, they must notify their supervisor immediately and report to work. Jury Duty will only be approved after submitting proper documentation to your supervisor upon return. A scanned copy of the Jury Summons along with the documentation the employee receives prior to leaving the courthouse should be scanned and emailed to payroll.audit@detroitk12.org and their payroll secretary.

27. ARTICLE 20 - ILLNESS DAYS

A. **Food Service Specialists (replace current language)**
Each employee shall accrue six (6) illness days per fiscal year. The employee's illness bank will be credited a fraction of the annual total on a per pay period basis. —Two (2) illness days can be used for Personal Business which otherwise cannot be handled during non-work hours.

B. **Food Service Assistants and Noon-Hour Aides** (replace current language)
Each employee shall accrue three (3) illness days per fiscal year. The employee's illness bank will be credited a fraction of the annual total on a per pay period basis. The formula will be based on the following: service hours per day x days/year x accrual factor.

C. An employee not able to return to work following four (4) consecutive days of absences for Personal illness may be required to furnish a statement from his/her physician on the fifth day of her/his absence from work ~~on the appropriate District form(s)~~ before returning to his/her assignment and in order to secure his/her pay check. The employee may be required to have a medical examination by the District's designated Physician before returning to his/her assignment.

D. If an employee is absent **without authorization** for five consecutive days, he/she will be sent a ~~certified~~ letter by **email and U.S. mail** ~~the school principal or immediate supervisor, with a copy to~~ Human Resources requesting her/him to contact ~~the~~ Human Resources within a five day period. Failure to do so, the employee shall be considered a quit and employment will be terminated by the Board.

E. Short term leaves of absence may be granted consistent with Board of Education policy.

~~E. If an employee is absent more than fifteen days within a year, she/he will be terminated. The employee will receive a written warning notice after the tenth absence apprising them of the situation. The Union representative shall be present.~~

F. Upon written request, the District may grant a leave of absence for a period not to exceed one (1) year. The District will terminate an employee who has been unable to work for one continuous year.

28. **ARTICLE 21 – UNION MEMBERSHIP ~~DUES CHECKOFF/ AGENCY SHOP~~:**
Consistent with and as limited by current practice, the District shall make payroll deductions upon written authorization from bargaining unit members to the extent permitted by law. In the event that there is a change in law which would authorize payroll deductions for Union dues and/or fees, the District shall allow and effectuate such deductions consistent with applicable law.

~~The Board shall deduct from the pay of each employee from whom it receives a written dated authorization to do so, the required amount of funds for payment of Union. Such funds, accompanied by a list of employees from whom they have been deducted, and The amount, shall be forwarded to the Union no later than forty (40) days after the deductions have been made. The Union will notify the Board forty (40) days prior to any change in such dues.~~

29. **ARTICLE 24 - INSURANCE**

The current health care plans and other insurance benefits which are set forth in the signed and approved "Tentative Agreement between the DPSCD and the Coalition of Unions" dated September 30, 2021 will remain in effect through December 31, 2022.

The parties will engage in good-faith collective bargaining over health and other insurance benefits to be effective January 1, 2023, and may do so on a coalition basis with other Unions.

30. **ARTICLE 26 – CRIMINAL HISTORY RECORD CHECK (add language)**

B. **This Article is subject in all respects to the laws of the State of Michigan.**

31. **ARTICLE 28 – OFFICE OF SCHOOL NUTRITION – TESTING AND TRAINING ~~COMPENSATION AND STAFFING~~**

A. Serv-Safe Testing

1. The Office of School Nutrition will pay fees associated with Serv-Safe testing, including books, materials and test, for the initial test for first time test-takers and for first recertification, up to a maximum of $125 (One Hundred Twenty Five Dollars).

2. The Employee will be responsible for testing fees beyond initial testing. If the employee receives a failing score and requests to take a re-test, the employee is responsible for payment of fees.

3. SERV SAFE Examination – The District will provide the opportunity for all existing bargaining unit members to take the SERV SAFE examination. The bargaining unit member must pass the examination with a score of 75% in order to receive the SERV SAFE certification. Those members who receive a score of 50% to 74% will receive a second opportunity to take the SERV SAFE examination at the expense of the District. Those members who do not pass with a 75% or higher the second time will be given a third opportunity to take the SERV SAFE examination at the expense of the employee in the amount of $50.00. The District will not pay for any additional training or SERV SAFE examinations for those members who receive a score lower than 50% or who do not pass the examination the third time.

B. **Training**
Food Service Specialist and Food Service Assistants shall receive appropriate training and in-service based on the professional standards requirement set by the USDA.

32. **ARTICLE 30 – CALENDAR: The District will invite all Coalition of Unions members to jointly bargain the academic calendar, collectively, with all members of the Coalition of Unions inclusive of the Detroit Federation of Paraprofessionals.**

33. **LETTERS OF AGREEMENTS**: The parties agree to delete the following Letters of Agreement from the Collective Bargaining Agreement.

~~1. Letter of Agreement – Instructional Reform – Priority Schools – April 29, 2010~~

~~2. Letter of Agreement – Instructional Reform – School-Based Performance Bonus – April 29, 2010~~

~~3. Letter of Agreement – Instructional Reform – Shared Decision Making – April 29, 2010~~

34. **ORGANIZING FELLOWS (New Article):** The District recognizes that the Union will have Organizing Fellows who engage in union organizing activities on District properties. The salary, benefits, and fringe benefits for Organizing Fellows and other union organizers shall be exclusively paid by the Union. Due to the District's need to maintain adequate staffing levels, the decision to release any District employee to become an Organizing Fellow or engage in organizing activities shall be at the discretion of the District. In the event the District decides not to release a District employee, the District and the Union will meet, confer, and agree upon an alternative employee to serve as an Organizing Fellow. The AFT Coalition -

Detroit Federation of Paraprofessionals, Detroit Association of Educational Office Employees, and Detroit Federation of Teachers - may have no more than a total of six (6) Organizing Fellows per semester, at their discretion, selected from the Detroit Federation of Paraprofessionals, Detroit Association of Educational Office Employees, and Detroit Federation of Teachers bargaining units. Each constituent Union of the AFT Coalition may in its discretion appoint and have at least one (1) Organizing Fellow per semester, provided that the overall total of Organizing Fellows of the AFT Coalition does not exceed the foregoing limitation of six (6) per semester. The release of more than six (6) employees in one semester to serve as Organizing Fellows shall be by mutual agreement of the parties.

In pursuance of his/her duties, the Organizing Fellow shall not interfere with any District employee engaged in a regular class, a duty, a conference, home assignment, or interfere with the assigned functions of any employee, or the regular school program.

Whenever Organizing Fellows enter a school building to engage in organizing activities, the Organizing Fellow shall recognize the principal or his/her designee as the lead administrator in the school. The Organizing Fellow shall adhere to building visitor procedures (sign-in at the building's main office). In any event that there is a concern or confusion at the school level regarding the activities, duties, or functions of an Organizing Fellow, the District and the Union shall confer to resolve the concern or confusion as promptly as possible.

35. **Family and Medical Leave Act (FMLA) Medical Leaves of Absence For FMLA Eligible Employees** (New Language)

For eligible employees (one year of service and 1,250 hours worked in past 12 (months), maternity leaves shall be governed by the Family and Medical Leave Act ("FMLA") of 1993. Under the FMLA, eligible employees are allowed up to 12 weeks (in a rolling 12-month period) of job and benefit protected leave. The Family and Medical Leave Act ("FMLA") governs all medical leaves.

Medical Leaves of Absence for FMLA Ineligible Employees

For ineligible employees, an employee who has worked twelve months and does not meet the 1,250-hour requirement and has not exhausted leave may be eligible for a medical leave of absence. Bargaining unit members may request a medical leave of absence for themselves or family member's serious medical condition. Medical leave of absence requests may be granted based on objective medical documentation submitted to Employee Health Services for review. Medical leave of absence requests will only be considered if submitted with objective medical documentation within fifteen (15) calendar days. Objective medical documentation that clearly states the condition, status and restrictions is required for the consideration of unpaid medical leaves of absence. Failure to provide objective medical documentation supportive of the need of an unpaid medical leaves of absence shall result in the unpaid medical leave request being denied.

A. DEFINITIONS

1. **A serious medical condition** is an illness, injury, or condition that involves one or more of the following:
   - Illness or injury lasting more than three consecutive days.
   - Incapacity and involves continued treatment by or under the supervision of a heath care provider
   - Incapacity due to a serious chronic disorder
   - An absence to receive multiple treatments for restorative surgery after an injury or to prevent a period of incapacity of more than three consecutive days.

2. **Family members** shall consist of employee's spouse, minor children and parents

3. **Objective medical documentation** is documentation that clearly states the condition, status and restrictions. For example, No sitting over 30 minutes at a time is considered objective medical.

B. REQUESTING A QUALIFYING MEDICAL LEAVE

The employee is expected to provide at least 30 days' notice when requesting a foreseeable leave. When an employee becomes aware of a need for an unforeseeable leave less than 30 days in advance, the employee must provide notice of the need for the leave as soon as reasonably practicable, generally within one (1) or two (2) working days after you become aware of the seriousness of your condition. Leave requests that are not submitted according to the collective bargaining agreement and as soon as practicable may be denied.

C. CERTIFICATIONS FOR QUALIFYING MEDICAL LEAVE

The District will require a physician's certification for the employee's or covered family members'-own-serious health condition. The employee will be required to provide an updated physician's certification prior to the expiration of the approved timeframe and not to exceed twelve (12) weeks during medical leave periods. Medical certifications are to be submitted to Employee Health Services only via fax, (313) 748-6119 or email, dps.ehs@detroitk12.org. The employee must respond to the request for certification within 15 calendar days of the notice of eligibility/need for additional information. Employee Health Services will review and approve based on the objective medical documentation submitted with the employee's request. Requests submitted with subjective documentation will be requested to provide objective medical documentation within 15 calendar days. Failure to comply with the above mentioned requirements will result in denial of leave or reinstatement from leave, in which case the employee's leave of absence would be unauthorized, subjecting the employee to discipline up to and including employment termination.

Incomplete Certifications
If an incomplete medical certification is received, Employee Health Services will provide the employee with an opportunity to either have the health care provider correct the certification or provide a written release for Employee Health Services to contact the health care provider directly. The employee will have an opportunity within 15 calendar days to resolve any deficiencies in the medical certification. If, after 15 calendar days the identified deficiencies have not been resolved absent extenuating circumstances, the request for leave shall be denied.

D. PAY STATUS WHILE ON MEDICAL LEAVE OF ABSENCE

An employee who is taking Medical Leave must use all accrued time off banks prior to being placed in an unpaid leave status.

Unpaid Status
Accrued time off ceases when the employee moves to an unpaid status.

E. JOB RESTORATION FROM MEDICAL LEAVE OF ABSENCE

The District will reinstate bargaining unit members to the same position or a position with equivalent status, pay, benefits and other employment terms upon the employee's return before or at the end of the approved leave period.

F. NOTICE REQUIREMENTS FOR RETURNING FROM MEDICAL LEAVE OF ABSENCE

Employees are expected to be able to return to work by the end of their approved leave. Prior to returning from leave for a personal health condition, the employee must secure a release from his or her healthcare provider confirming the release to return to work to perform regular duties or set forth any restrictions. The request to return from medical leave should be completed by the employee's health care provider and submitted to Employee Health Services at least 5 days in advance of the expected date of return reflected on the Request for Leave form.

If the employee is released to return to work with restrictions, Employee Health Services will determine whether the restriction can be reasonably accommodated. Medical restrictions are those that prevent the employee from performing his or her regular duties at the end of the approved leave due to a continuing medical condition.

If an employee on leave for personal medical reasons is released to return to work sooner than the expected return date listed on the Leave Request, the employee must notify Employee Health Services within 1 day of receiving the release.

Unable to Return from Medical Leave of Absence
If the employee is not medically released to return to work at the end of his or her leave and the employee has not been granted any additional leave, employment ends as "unable to return from leave" effective the last day of

the approved leave, unless a continuation of leave has been granted as an accommodation under the American's with Disabilities Act leave, or for other reasons.

Failure to Return from Medical Leave of Absence
Any employee who fails to return to work as scheduled after leave or request an extension prior to leave expiration, absent extenuating circumstances, may be subject to dismissal from employment. Employees who exceed their leave without extension(s) of their leave approved under appropriate leave provisions, will be subject to termination of employment.

The District may require a medical examination by the District's designated physician of an employee at any time the employee's ability or disability for work is questioned.

36. RESPECTFUL WORKING ENVIRONMENT (New Article): 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 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 Deputy Superintendent of Schools 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.

37. ARTICLE 28 – INFORMATION (New language)

A. Unit Membership Information

A roster of names of active bargaining unit members, including amount of District-wide seniority, shall be provided to the Union on February 1, 2021 and on July 1 of each year thereafter.

The District will provide the Union a monthly roster/report of bargaining unit members, including employee name, home address on file (including city, state and zip code), employee identification number, job code, job title (description), work location (location description), work email address, personal email address (on file), personal phone number (on file), district hire date (based on historical records; "company" hire date in PeopleSoft), salary/hourly rate of pay, current step, , assignment description, and school group (if location is a school). This report will be categorized alphabetically. The District will provide the report in a format such as Excel which allows for reorganization of the data necessary to yield building seniority lists.

B. Vacancies

On September 30, February 28, and June 1 of each year, the District will provide a report to the Union indicating funded vacant positions.

C. Other Information

Nothing in this article will be construed to relieve the District from any statutory obligation to provide information, records, or data upon reasonable request from the Union relevant to negotiations or to enforcement of this Agreement.

38. This Agreement shall become effective upon ratification by DFP membership and approval of the Board of Education.

THEREFORE, by the representatives' signatures below, the parties agree to the terms (to be incorporated into the CBA) as outlined above.

For the Union:	**For the District:**
Donna Jackson Donna Jackson (Dec 2, 2021 15:06 EST)	
Signature	**Signature**
Rose Marie Aldridge Rose Marie Aldridge (Dec 2, 2021 15:38 EST)	
Signature	**Signature**
Jacqueline Washington	
Signature	**Signature**
Date	**Date**

Approved: December 2, 2021

Nikolai P. Vitti, Ed.D, General Superintendent
Detroit Public Schools Community District

2020-2021
AMENDMENTS

Detroit Public Schools Community District
And
THE DETROIT FEDERATION OF PARA-PROFESSIONALS, LOCAL 2350
PARA EDUCATORS & NOON HOUR AIDES

TENTATIVE AGREEMENT
December 14, 2020

1. A one-year collective bargaining agreement effective July 1, 2020 and expiring June 30, 2021.

2. Base wage-increase of 2% for bargaining unit members in Bargaining Unit M effective the first day of the second semester of the 2020-21 school year.

3. Bargaining unit members in bargaining unit M shall receive a one-time Two Thousand Dollar ($2000) bonus paid on a separate pay advice. Unit member must be on the payroll at the time the payment is issued. Payments shall be made through a separate pay advice no later than the final pay period of 2020 calendar year, provided the Agreement is ratified by the Union on Thursday, December 17, 2020 and approved by the Board by Friday, December 18, 2020. The District will provide a bonus exclusion list to the union of bargaining unit members who did not receive the bonus. The Parties shall meet and confer to discuss unit members excluded by the District or reported by the Union as not receiving the bonus to mutually resolve bonus payment issues.

4. Non-OSN Bargaining unit S members (Noon-Hour Aides -Early Childhood and Noon-Hour Aides-Montessori) shall be entitled to a base wage-increase of 2% and a one-time Two Thousand Dollar ($2000) bonus paid on a separate pay advice. Unit members must be on the payroll at the time the payment is issued. Payments shall be made through a separate pay advice no later than the final pay period of 2020 calendar year, provided the Agreement is ratified by the Union on Thursday, December 17, 2020 and approved by the Board of Education by Friday, December 18, 2020. The District will provide a bonus exclusion list to the union of bargaining unit members who did not receive the bonus. The Parties shall meet and confer to discuss unit members excluded by the District or reported by the Union as not receiving the bonus to mutually resolve bonus payment issues.

5. Bargaining unit S members assigned to the Office of School Nutrition (OSN) shall receive a one-time Two Thousand Dollar ($2000) bonus paid on a separate pay advice. Unit members must be on the payroll at the time the payment is issued. Payments shall be made through a separate pay advice no later than the final pay period of 2020 calendar year, provided the Agreement is ratified by the Union on Thursday, December 17, 2020 and approved by the Board by Friday, December 18, 2020. The District will provide a bonus exclusion list to the union of bargaining unit members who did not receive the bonus. The Parties shall meet and confer to discuss unit members excluded by the District or reported by the Union as not receiving the bonus to mutually resolve bonus payment issues.

6. Bargaining unit members assigned to the Office of School Nutrition (OSN) who perform their job duties face-to-face for the 2020-21 academic year shall receive Five Hundred Dollars ($500.00) in hazard pay for completion of the third (3rd) and fourth (4th) quarter marking periods. Unit members working less than a full quarter face-to-face shall receive a prorated daily amount of $16.13. Payments shall be made as soon as practicably possible.

7. The provisions of the current collective bargaining agreement, as well as any letters of agreement, letters of understanding, or other memorialized agreements between the parties, not otherwise set forth above shall continue.

8. This Tentative Agreement is contingent on ratification by the Paraeducator and Noon Hour Aide Bargaining Units and the Board of Education.

For the DFP:

Donna Jackson
Donna Jackson (Dec 15, 2020 04:03 EST)

Rosemarie Aldridge (Dec 15, 2020 14:12 EST)

Date: Dec 15, 2020

For the District:

Andre Poplar
Andre Poplar (Dec 15, 2020 15:03 EST)

Luis Solano (Dec 17, 2020 17:21 EST)

Date: Dec 17, 2020

Approved: _____
Nikolai P. Vitti, Ed.D., General Superintendent

2019-2020
AMENDMENTS

Detroit Public Schools Community District
And
THE DETROIT FEDERATION OF PARA-PROFESSIONALS, LOCAL 2350
FOOD SERVICE/NOON-HOUR AIDES
2019-2020 Wage Re-Opener

TENTATIVE AGREEMENT

August 26, 2019

- All bargaining unit members will receive a 3% wage increase – effective the first day of the second semester of the 2019-20 school year.

- All bargaining unit members on the payroll as of the date of the bonus payment will receive a one-time $900 bonus in an off-cycle check before December 25, 2019.

This Letter of Agreement solely addresses the 2019-20 salary/wage re-opener between the parties. The provisions of the current collective bargaining agreement, as well as any addenda, letters of agreement, letters of understanding, or other memorialized stipulations between the parties, not otherwise set forth above shall continue.

For the District:

Andrea Poplar

Title: Executive Director - Labor Relations

Title: Deputy Supt. HR.

Date: August 26, 2019

For the Union:

Dana Jackson

Title: President

Title:

Date: August 26, 2019

Nikolai P. Vitti, EdD., General Superintendent

8/27/2019
Date