

**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)**

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**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**

Donna Jackson  
Donna Jackson (Aug 25, 2023 11:36 EDT)

Signature

Nate Walker  
Nate Walker (Aug 25, 2023 11:34 EDT)

Signature

Aug 25, 2023

Date

**Acceptance of this proposal by the District as a Tentative Agreement subject to Board approval**

Luis Solano  
Luis Solano (Aug 24, 2023 11:32 EDT)

Signature

Gwendolyn Anderson

Signature

Aug 24, 2023

Date

Approved: \_\_\_\_\_

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