

A G R E E M E N T

BETWEEN

THE DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

AND THE

**DETROIT FEDERATION OF
PARA-PROFESSIONALS
LOCAL NO. 2350, AFT, MFT, AFL-CIO**

**<NOON-HOUR AIDES, E.S. SATELLITE AIDES,
AND E.S. SATELLITE COORDINATORS>**

July 1, 2017 – June 30, 2020

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AGREEMENT

This Agreement is entered into effective July 1, 2017 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".

All provisions of the current Collective Bargaining Agreement ("Agreement") (July 1, 2008 through June 30, 2014) not specifically change herein are carried forward in this Agreement.

The parties hereby agree to the following agreement for a successor collective bargaining agreement to replace the agreement that expired June 30, 2017.

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 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.

- (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 will 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 is \$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) laid 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.

It 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. A grievance is a complaint submitted that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

B. Grievances shall be presented and adjusted in accordance with the following procedures: The employee with a problem may first discuss the matter with the principal, directly or accompanied by the Union representative, with the objective of resolving the matter informally.

A sincere attempt shall be made to resolve any difference between the grievant(s) or the Union and Principal for Noon-Hour Aides, and for food service employees between the grievant(s) or the Union and the applicable supervisor 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:

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 rate of pay.

STEP 1.

Complaints, grievances, or disputes arising out of the operation and interpretation of this Agreement shall be presented to the Principal for the Noon-Hour Aides and for Office of School Nutrition employees, and for food services employees to the applicable supervisor 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 applicable food service supervisor shall arrange for a conference within seven (7) calendar 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 applicable unit head shall render a decision and communicate it in writing to each grievant(s), the Union, and the DPS Office of Labor Relations within seven (7) calendar days after the completion of the conference.

STEP 2.

Within twenty-one (21) calendar day after receipt of the decision of the principal or the applicable unit head, the Union may appeal to the Chief Executive Officer (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 Chief Executive Officer 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 Chief Executive Officer shall render a written decision which shall be forwarded to the Union, and the principal or the applicable unit hear.

STEP 3 - Arbitration

If the 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 no 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 the party so request, 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 provision 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.

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 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.

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 (MPERS) 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 (MPERS) 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 -- WEATHER EMERGENCIES

ARTICLE 23 -- TEN-MONTH EMPLOYEES

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”.

When schools are closed for emergency conditions, employees shall not report and will not be paid; if directed to report, they will be paid their regular rate of 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 hour 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.

Scheduled days of student attendance that are cancelled because of conditions not within the control of authorities shall be rescheduled when the district is unable to meet the State mandatory requirements.

When the cancelled days become less than the State requirement for student attendance, ten-month employees shall not be compensated for mentioned days. Such days will be rescheduled with employees being paid the pay period following.

Rescheduling of days shall not affect annual salary, compensation or other benefits provided within this Collective Bargaining Agreement.

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 taken 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

A. 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.

b. Summer school hourly pay rates shall be the same as the regular rates unless otherwise determined by the District.

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

LETTERS OF AGREEMENTS

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

FOR THE DETROIT FEDERATION
OF PARAPROFESSIONALS, LOCAL
NO. 2350, AFT, MFT, AFL-CIO,
NOON-HOUR AIDES, E.S.
SATELLITE AIDES AND
SATELLITE COORDINATORS:

FOR THE DETROIT PUBLIC
SCHOOLS COMMUNITY DISTRICT: