

Agreement Between
East Detroit Public Schools
Macomb County, Michigan

and

Local 120
Affiliated with
Michigan Council No. 25

Chartered by
The International Union
Of the American Federation
Of State, County and
Municipal Employees

July 1, 2015
to
September 30, 2018

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT effective the first day of July 2015 between the EAST DETROIT PUBLIC SCHOOLS, Macomb County, Michigan, hereinafter referred to as "Employer" and LOCAL NO. 120, affiliated with Michigan Council No. 25 and chartered by the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, hereinafter referred to as the "Union".

East Detroit Public Schools, Macomb County, Michigan and Local No. 120 affiliated with Michigan Council No. 25 and the American Federation of State, County, and Municipal Employees, agree to the language in this document, which revises and updates the 2007-2010 agreement.

(The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.)

ARTICLE 1

Purpose and Intent

- 1.1 It is the general purpose of this Agreement to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and the employees, the Union and the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. All parties to this Agreement recognize and subscribe to the principle that the interest of the students and the citizens of the School District are significant, and neither the Employer nor the employee can maintain community respect in the absence of excellent and dependable service.

- 1.2 It is mutually agreed and understood that this Contract shall require the signed approval of Local No. 120, the Michigan AFSCME Council 25 of the American Federation of State, County, and Municipal Employees, and the Board of Education of the East Detroit Public Schools, Macomb County, Michigan, parties to this Agreement in order to be binding upon the members of the Union and the School District.

ARTICLE 2

Recognition

- 2.1 Pursuant to and in accordance with all applicable provisions of Act Number 336 of Michigan Public Acts of 1947 as amended, up to and including Act 379 of the Public Acts of 1965, and Act 176 of Michigan Public Acts of 1939 as amended up to and including Public Act 282 of 1965, the Employer does hereby recognize Local No. 120 Affiliated with Michigan Council No. 25, and the American Federation of State, County and Municipal Employees as the exclusive representative of all and exclusive of secretaries, clerks, patrol officers and food service managers for the purpose of collective bargaining in respect to pay, wages, hours of employment and other conditions of employment, for the term of this Agreement.
- 2.2 This Agreement shall be applied uniformly to all employees within the bargaining unit, and there shall be no discrimination among the employees in the bargaining unit as regards terms or conditions of employment. The parties further agree that there shall be no discrimination against any employee by reasons of race, creed, color, age, sex, marital status or national origin.

ARTICLE 3

Union Security

- 3.1 The Union shall impose no discriminatory qualifications for membership by reason of race, color, religious creed, sex, age, marital status, national origin, ancestry or numerical restriction of total membership, unless based upon a bonafide occupational qualification, and the Union shall grant to all members equal voting rights.
- 3.2 The Local Union President will be given timely copies of School Board Agendas, Minutes and the Superintendent's Reports.
- 3.3 If an employee presently covered under the contract applies and is hired by the East Detroit School District for a position outside the contract, the employee's seniority shall be frozen. Said employee may return to a position covered by the contract between the East Detroit Public Schools and the Union and shall retain all previously accrued seniority if the position is eliminated by administration due to financial hardship or if the employee is demoted.

Should the employee voluntarily resign from the position, said employee may return to a position covered by the contract between the East Detroit Public Schools and the Union and shall retain all previously accrued seniority when an open position is available for which said employee is qualified.

- 3.4 Probation - every hire shall be considered a probationary employee for the initial sixty (60) working days of his employment. Such probationary employee shall receive a written evaluation of their performance no later than forty (40) working days subsequent to the date of hire. Upon satisfactory completion of the probationary period, the employee shall be deemed to be a regular employee eligible for benefits with the seniority retroactive to the date of hire.
- 3.4.1 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and certain conditions of employment.
- 3.4.2 The Board shall have sole discretion in matters of discipline and discharge of a probationary employee, which shall not be subject to the grievance procedure.
- 3.4.3 There shall be no seniority among probationary employees.
- 3.4.4 Upon completion of the probationary period the employee will be considered to have seniority computed from the first day of employment.
- 3.5 An employee who shall tender an initiation fee and the periodic dues uniformly required as a condition of acquiring or retaining membership, or who pays the initiation fee and a sum equivalent to the periodic dues, shall be deemed to meet the conditions of this Article.
- 3.6 Employees shall be deemed to be members of the Union within the meaning of this Article if they are not more than sixty days in arrears in payment of membership dues.

ARTICLE 4
Aid to Other Unions

- 4.1 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 5
Stewards and Union Representation

- 5.1 The employees shall be represented by one Steward ~~on each shift~~ who shall be a regular employee.

ARTICLE 6
Special Conference

- 6.1 Special conferences for important matters will be arranged between the Local President and a designated representative of the Employer, upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Employer, and by two (2), but not more than two (2) representatives of the Local Union, unless additional representation is mutually agreed upon by the parties. Arrangements for such special conferences shall be made in advance and a written AGENDA of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference may be held between the hours of 9:00 a.m. and 4:00 p.m. The Local Union members shall not lose time or pay for the amount of time spent in such special conference held during working hours. These meetings may be attended by a representative of Michigan AFSCME Council 25.
- 6.2 The Union representative(s) may meet on Employer's property at a place mutually agreed upon between the Local Union and the Employer for at least one-half hour immediately preceding the special conference. All employees stay in position and do not collect additional premium.

ARTICLE 7
Grievances

- 7.1 A "Grievance" is defined to be any difference that may arise between the parties hereto as to:
- (1) Any matter relative to pay, wages, hours of employment and other conditions of employment.
 - (2) Any matter involving the interpretation or violation of any of the provisions of this Agreement.
- 7.2 If a question rises as to whether or not a particular claim of grievance is a "grievance" defined in this Article, the question may be taken up through the grievance procedure herein provided at the written request of either party.

ARTICLE 8
Grievance Procedure

- 8.1 If an employee, or the Local Union, has a grievance, it shall be presented to the Employer within thirty (30) days and processed under the following procedures:

STEP 1

The employee may either contact his immediate Supervisor or his Shift Steward. If he contacts the Shift Steward, the latter shall report the alleged grievance to the employee's immediate Supervisor who shall endeavor to solve or correct the problem. If the employee contacts the immediate Supervisor, the Steward shall be given an opportunity to be present.

The immediate Supervisor shall meet with the Steward and/or the employee within seven (7) working days from receipt of notice of the alleged grievance. If a grievance is unresolved after an oral meeting, the grievance shall be put in writing and be submitted to the employee's immediate Supervisor within seven (7) working days following the oral meeting, and the immediate Supervisor shall respond to the grievance in writing within seven (7) working days. If the alleged grievance is not solved to the satisfaction of the employee, the Chief Steward or his designated representative shall submit the grievance in writing in duplicate, to the Superintendent or his Designee, within seven (7) working days after receipt of the Supervisor's response. Each grievance shall state the position of the employee or employees, who feel they have a grievance and the desired action of the Employer.

STEP 2

Within seven (7) working days after receipt of the grievance from Step No. 1, the Superintendent or his Designee shall meet and confer with the Local Union President and the Union Grievance Committee on the Grievance. Within seven (7) working days after this meeting the Superintendent or his Designee will issue a written disposition to the Union President.

If the Local Union President is dissatisfied with the disposition, he shall within seven (7) working days request in writing a hearing with the Board of Education to discuss the grievance or grievances. This hearing shall be scheduled by the Board not to exceed thirty (30) calendar days following receipt of the appeal from the Union President.

Should the grievance involve discharge, suspension, or demotion, it shall be scheduled for the earliest possible Board hearing.

This meeting may be attended by a representative of the Council and/or representatives of the International Union. The Union representative may meet on Employer's property at a place mutually agreed upon between the Local Union and the Employer for at least one-half hour immediately preceding the grievance hearing.

STEP 3

The Board of Education shall answer in writing to the President of the Local Union within seven (7) calendar days following the meeting of the School Board of Education and the Union. If the answer provided is not satisfactory to the Local Union and the Local Union believes that the answer should be appealed, it may refer the grievance to the Council Representative. The Representative of the Council and/or the International Union will review the matter and may within thirty (30) days after the answer referred to above, appeal the grievance to a pre-arbitration panel.

The pre-arbitration panel shall be composed of three (3) representatives of the Employer and three (3) representatives chosen by the Union.

The purpose of the pre-arbitration meeting is to make one last attempt to settle the grievance on a local level before going to an outside third party and expending the funds for the arbitration process.

The members of the pre-arbitration panel shall arrange for a meeting or meetings to discuss the particular grievance, in the event the panel disposes of the matter, it shall cause its disposition to be reduced to writing to be signed by all members of the panel and submitted to the Employer's designated representative and the Local Union.

STEP 4

If, after thirty (30) calendar days from the pre-arbitration meeting, they are unable to agree upon a disposition of the grievance, the grievance may be submitted by either party to the American Arbitration Association and be governed by their rules.

Request for arbitration by either party shall be made by written notice to the other party within ten (10) days of the expiration of the thirty (30) calendar day period set forth above.

The Arbitrator's decision shall be final and binding on the Board of Education and the Union. The Arbitrator shall have no power or authority to add to, delete from, alter or modify the terms of this Agreement. The Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument.

Expenses for the Arbitrator's services and the proceedings shall be borne by the party who loses the arbitration. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available at cost to the other party.

- 8.2 It is agreed that during the term of this contract, (or during any period of time while negotiations are in progress between the parties for the continuance or renewal of this contract) there shall be no strikes. Strike shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part, from the full, faithful and proper performance of the duties of employment. Nothing contained herein shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.
- 8.3 One steward, shall have, not to exceed one (1) hour per day at the beginning and/or end of his shift (but not to exceed five (5) hours per week), to discuss and investigate grievances with the employees with the understanding, however, that neither the stewards nor any of the other employees shall engage in activities during working hours that detract from their productivity, except when it is absolutely necessary to discuss a grievance with the Steward in accordance with the above schedule. All employees stay in position.
- 8.4 Reasonable time as judged by the Superintendent or his Designee may be allocated to the President and/or Chief Steward to conduct or properly process Union grievances or potential grievances during working hours. However, a full report as to the nature of the grievance or potential grievance and time of processing must be forwarded to the Management.
- 8.5 The Superintendent or his Designee may grant additional time, upon request of the Steward involved, to discuss and investigate a grievance. If, in the opinion of the Local Union Executive Board, the Superintendent or his Designee unreasonably refuses to extend such time, his refusal shall be subject to grievance procedures commencing at the second step. The nature and number of grievances shall be considered in determining the reasonableness of the decision of the Superintendent or his Designee.

ARTICLE 9

Discharge, Suspension and Reprimands

- 9.1 The right to discharge/suspend employees shall remain in the sole discretion of the Superintendent, but no discharge or suspension shall be made without just cause. In the event the suspension/discharge is unjust, the employee shall receive full compensation for all time lost and full restoration of all other rights and conditions of employment. The Employer shall be permitted to post on the Union Bulletin Board, a list of some actions which may constitute grounds for discharge/suspension, after the list has been discussed with the Local Union President and Chief Steward. It is understood, however, that if an employee is deemed to have violated the prohibition against striking, his employment may be terminated or other discipline imposed.

9.2 In the event a member of the Union shall be transferred, laid off or discharged from his employment from and after the date hereof, and he believes he has been unjustly dealt with, such transfer, lay-off or discharge shall constitute a case arising under the method of adjusting grievances set forth above; provided, however, the Local President or the Employer may request a special conference prior to commencement of grievance procedures.

9.3 An employee shall be notified in writing, with a copy mailed to the Local President and the Chief Steward, of any subject matter which could be considered as detrimental to the employee's future promotion, transfer, present or future employment. Otherwise, no such subject matter may be used as evidence against such employee by Employer

9.4 **Disciplinary Procedure**

a. In any case where employee disciplinary action is necessary, the procedure listed below shall be followed. However, nothing in this section shall prevent the employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.

b. Procedural Steps

i. Oral Reprimand

ii. Written Reprimand

iii. Disciplinary Suspension without Pay (1) to (3) days

iv. Disciplinary Suspension without Pay (5) to (10) days

v. Discharge

c. Should it be necessary to reprimand an employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.

d. The Board agrees that upon imposing any form of discipline, the designated Union representative shall be promptly notified in writing of all action taken. Employees shall be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file

e. The employee shall have the right to be represented by the Union representative at the time the disciplinary action is imposed. All disciplinary actions shall be subject to the grievance procedure, or the employee may seek such other legal remedy as may be available upon the employee's election.

f. The employer may modify a disciplinary action except that the severity of the disciplinary action, given for each specific offense, shall not be increased, but may be lessened.

g. Upon request, an employee's personnel record may be reviewed once every six(6) months. After twenty-four months of satisfactory service the discipline record will not be considered as applying toward promotion.

ARTICLE 10

Seniority

- 10.1 Seniority of Food Service employees to be determined on a School District Food Service group basis.
- 10.2 Seniority shall commence after completion of the sixty (60) working day probationary period and shall be retroactive to the day the employee commences work. If more than one (1) employee commences work on the same day, seniority will be determined by the actual time of day that the employee started work. If more than one (1) employee starts work at the same time, the order of hiring shall determine the order of seniority (order of hiring shall be defined as the time and date of initial interview). and unless they are assigned a full time or regular part-time job with the Employer.
- 10.3 Seniority Lists
- (1) Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry or dependents of the employee.
 - (2) The seniority list on the date of this Agreement shall indicate the names and job titles of all employees of the unit entitled to seniority.
 - (3) The Employer shall keep the seniority list up-to-date and shall provide the Local Union President with up-to-date copies at least every six months.
- 10.4 Loss of Seniority
- (1) Voluntary quitting: The employer shall be notified two weeks in advance by an employee voluntarily terminating his employment. Failure of the employee to so notify the Employer may result in loss of accumulated benefits. The employee may request a special conference to show extenuating circumstances for failure to give notice.
 - (2) Discharge by the Employer unreversed through procedures set forth in this Agreement.
 - (3) Absence for three (3) consecutive working days without notification to the Employer in writing, provided this shall not be construed a permissive right for an employee to voluntarily absent himself from employment, as an employee is required to give immediate notice to the Employer of any intent to absent himself from work, except in case of emergency such as serious illness, death or accident to an employee or his immediate family. An employee shall also give notice as promptly as the circumstances permit as to when he will return to work and the Employer will not be obligated to put him to work on the day he reports without such notice.

- (4) Overstaying a leave of absence, sick leave or lay-off without justifiable cause.
 - (5) Violation of provisions of leaves of absence, Section 17.6.
- 10.5 Temporary assignments for the purpose of filling vacancies when employees are on vacation, absent because of illness, etc., shall be granted to a qualified employee within the building on the basis of seniority and the desire of the employee when possible.

No employee except the least senior employee qualified to perform the job will be required to accept a temporary assignment.

In the absence of a qualified person, administration will train interested applicants by seniority. In the event there are no applicants, the least senior person in the building will be assigned.

Pending the polling of interested applicants, the least senior person in the building will be assigned.

- 10.6 When there is a special school banquet or other school function that requires food preparation, the building Head Cook or Assistant Cook will be called in. The Culinary Arts Department will continue to provide services at the current level of operation. 1.) If additional help is needed, then a helper(s) will be called in order of seniority.

ARTICLE 11

Lay-Offs

- 11.1 The word "lay-off means a reduction in the work force due to a decrease of work or economic hardship.
- 11.2 If it becomes necessary for a lay-off, the following procedure shall be laid off on the School District Food Service seniority basis. The order of lay-off shall be probationary and trainee employees first and regular status employees second.

Seniority is defined in Article 10.

- 11.3 Employees laid off for an indefinite period of time shall have a thirty (30) calendar day notice of the lay-off. The Local Union President shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- 11.4 Anything above notwithstanding and regardless of their position on the seniority list, the President and Steward, in the event of a lay-off be continued at work on the first open job in the unit that they can perform.

- 11.5 In case of increase or decrease of work force, lay-off, or curtailment of positions, full seniority shall be the determining factor in each group classification in the placement of positions, except as hereinbefore set forth regarding Union Officers.

ARTICLE 12
Recall Procedure

- 12.1 If, by reason of curtailment or lay-off, an employee is required to accept a lower position or another classification in order to remain employed, the employee shall be given the first opportunity to return to his previous position whenever the position is restored or a vacancy occurs if the employee chooses not to return to the position, it will be posted for bid.
- 12.2 When the working force is increased after a lay-off, Food Service employees shall be recalled on the School District Food Service group seniority basis. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) working days from the date of mailing of Notice of Recall, he shall be considered to have severed his employment unless there are extenuating circumstances. Laid off employees must notify the Union or Administration of where they may be reached while on lay-off unless there are extenuating circumstances.

ARTICLE 13
Supplemental Agreements

- 13.1 All proposed supplemental agreements shall be subject to GOOD FAITH negotiations between the Employer and the Union. They shall be approved or rejected within a period of thirty (30) calendar days following the conclusion of negotiations.

ARTICLE 14
Transfers, Vacancies, New Positions

- 14.1 If an employee is transferred to a position with the Employer not included in the unit and is thereafter transferred to a position within the unit, said employee shall retain only the seniority earned while in the bargaining unit.
- 14.2 With exception of promotion and downgrade, the senior applicant within the classification, for a transfer to fill a vacancy or a newly created position, shall have the assignment. Probationary employees and employees on a trial period are not eligible for transfer.

- 14.3 Notice of all vacancies and newly created positions shall be posted within five (5) working days after the vacancy occurs on all Union Bulletin Boards in each building for seven (7) working days. Written application shall be filed with the Administrative Services Office within the posting period. The position shall be filled within seven (7) working days after the termination of the posting period unless the position is filled by a new hire. These positions will be filled within a maximum of thirty (30) calendar days after the termination of the posting period. The list of applicants who have applied for a position will be given to the Local Union President and Chief Steward prior to the interviews by the immediate supervisor.

ARTICLE 15

Promotions

- 15.1 Promotions within the bargaining unit shall be made on the basis of seniority and ability, providing the employee has a good attendance record and no disciplinary letters in his file.
- 15.2 Present employees will be given preference over outside employees in promotions. Job vacancies shall be posted for a period of seven (7) working days setting forth the job title, specifications, location, and qualifications for the position in a conspicuous place in each building. Employees interested shall apply within the posting period. The position shall be filled within seven (7) working days after the termination of the posting period.
Effective upon ratification, all current bargaining unit members will continue their entitlement to the current contractual process for filling vacancies
- 15.3 Promotion: Promotion is a change in jobs to one of a higher class and rate of pay.
- 15.3 Lateral Transfer: Transfer shall be defined as a movement from one location or department to another with no change in pay or classification.
- Downgrade: Acceptance of a position that carries a lower rate of pay constitutes a downgrade.
- 15.4 Employees granted a promotion or downgrade shall be considered to be on a trial period for forty-five (45) working days in the new assignment in which to demonstrate their ability to satisfactorily perform the duties of the job. The supervisor and an experienced Local 120 member will walk through the responsibilities of the position with the new employee within the first week of the assignment. An evaluation will be made after twenty (20) working days. In the event the employees are deemed unsatisfactory, they shall be so notified in writing by the Superintendent or his Designee. Such notice shall give the reason(s) for the determination of their rejection for the promotion or downgrade, then that determination may be processed through the grievance procedure.

- 15.5 If the employee elects to reject promotion or downgrade, or they are deemed unsatisfactory after the process of the grievance procedure during the forty-five (45) working day trial period, they shall return to the same classification and location held prior to their "promotion or downgrade".
- 15.6 When the promoted or downgraded employees are moved to the other job, determination of the resulting vacancy shall be dependent upon whether or not the employees being promoted satisfactorily complete their trial period and become regularly assigned to the other job. During the vacated period, the senior employee in the next lower classification of that group classification in the building shall have the option to fill said vacancy and be paid the higher rate of pay. Should the senior employees within the building decline to fill the temporary vacancy, then employees by district seniority will have the option to fill said vacancy and be paid the higher rate of pay
- 15.7 An employee who receives a promotion shall be compensated in accordance with Schedule A.
- 15.8 Summer employment
- (1) Bargaining unit members will be paid summer holidays provided that they work or are available for work the day preceding and following the holiday.
 - (2) Bargaining unit members eligible for benefits under Section 39.2 may use up to five (5) sick/personal business days during summer employment.. They remain ineligible for the union sick bank during summer employment

ARTICLE 16

Veterans

- 16.1 Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State Laws.
- 16.2 Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, shall be granted leaves of absence without compensation, but with continuance of seniority, for a period not to exceed their seniority, at commencement of leave, in order to attend school full time under applicable Federal Laws then in effect.
- 16.3 Employees who are in some branch of the Armed Forces Reserve or the National Guard, shall be paid the difference between the reserve pay and their regular pay with the School District when they are on full time active duty in the Reserve or National Guard (provided proof of service and pay is submitted) for a maximum of two weeks per year, except in the case of an emergency approved by the Employer who may extend time.

ARTICLE 17
Leaves of Absence

17.1 Leaves of absence for reasonable periods, not to exceed one (1) year (except for item 4 or 6), shall be granted without loss of seniority upon written request. "Family Medical Leave Act" is available to all employees who qualify.

- (1) Service in a governmental agency, state or nationally recognized professional, labor, social or fraternal organization, which the employee has been formally designated to represent.
- (2) Maternity leave; a leave of absence without pay shall be granted to a female employee because of pregnancy.

In the event of pregnancy, the employee shall notify the Administrative Services Office of her pregnancy, as soon as possible, but not later than the end of the fourth month. Included, shall be a physician's statement stating the estimated time of delivery. This employee shall be allowed to continue her employment until such time as agreed upon by the employee and her physician, providing she is physically able to perform her duties.

The employee on maternity leave shall return to her duties as soon as her physician certifies that she can assume her duties as an employee. Such statement shall be presented to the Administrative Services Office within six (6) weeks after the birth of the child, or shall contain reasons preventing return to work. Extension of leave may be granted up to a maximum of one (1) year after the birth of the child.

- (3) Illness leave.
- (4) Serving in an appointed or elected position with the Council or International Union, leave shall be granted for not to exceed the number of years the employee has been with the School District, and his seniority shall continue with the School District.
- (5) Prolonged illness in immediate family - spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, and a relative living and making his home in the employee's "immediate family." Upon a request of an employee, the Employer may grant leave allowance even though the person who is injured, ill or deceased, is not within the employee's "immediate family."
- (6) Leaves may be extended for not to exceed one (1) year by the Employer for good cause.

- (7) Employees, when authorized by the Employer, may attend meetings vital to the interests of the schools in the District and may be absent from duty without loss of pay and leave allowance, but may be required to submit an evaluation of such visit, conference or meeting.
- 17.2 One delegate per each one hundred (100) members (or portion thereof) of the Local Union elected to attend a function of the International Union, such as conventions or conferences, shall be allowed time off with pay to attend such conferences and/or conventions, not to exceed five (5) working days annually per delegate, or ten (10) working days bi-annually per delegate.
- 17.3 Leave for National Defense in excess of two weeks—an employee absent from duty because of service in the military forces of the State of Michigan or the United States, shall be considered on leave without pay, but shall be entitled to all salary schedule increments, excepting sick leave allowance, as if he were not absent from duty, providing he returns to duty within sixty (60) days after release from such military service.
- 17.4 The employee shall be reinstated at the termination of his leave. If no job is available, the employee with the lowest seniority in the returning employee's classification shall be paid-off (subject to the provision of Article 12
- 17.5 A request for leave shall be answered by the Employer in writing within fourteen (14) working days from receipt of the request by the Superintendent or his Designee.
- 17.6 Leaves of absence shall not be granted to seek or obtain employment outside of the East Detroit School District. Employees violating this provision will be subject to loss of seniority consistent with Section 11.4.
- 17.7 All employees covered under this agreement shall be required to submit a copy of their request for leave of absence to the Union President prior to requesting leave from administration.

ARTICLE 18

Sick Leave

- 18.1 Each employee covered by this Agreement shall accumulate one day of sick leave allowance for each month the employee receives pay in his regular yearly position. Unused sick leave allowance shall accumulate to a maximum of one hundred fifty (150) days and be designated as "accumulated sick leave allowance." When leave is exhausted, such employee shall not accrue any more days unless working. An employee's absence shall be chargeable to his accumulated sick leave allowance. An employee, while on sick leave, shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. Sick days for less than full-time employees, , will be prorated on the basis of their total hours worked at the time of transfer.

18.2 In the event of death, accumulated sick leave allowance shall be paid to the employee's estate or beneficiary at the same rate and condition as would accrue on retirement.

18.3 Upon proper notice to the Superintendent or his Designee, the employee's absence due to the following causes may be charged against accumulated sick leave allowance:

(1) Maternity

(2) Personal injury or illness

a. If absent three (3) or more working days, a doctor's statement certifying illness or injury may be required;

b. If the illness is of a serious or contagious nature, a certificate from a physician certifying recovery shall be required.

(3) Serious illness or serious injury of a member of the employee's immediate family for a period not to exceed three (3) working days. Spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, and a relative living and making his home in the employee's household shall be included in the employee's "immediate family". Upon request of an employee, the Employer may grant leave allowance, even though the person who is injured, ill or deceased is not within the employee's "immediate family".

Employees may use up to five (5) days of his sick leave.

Personal leave days will not be used the day preceding or following a legal school holiday without written prior approval.

Legal school holidays shall be as defined in the annual school calendar.

18.4 If an employee, who is not a participant of the sick leave bank, has exhausted his sick leave allowance the Employer may consider contributing additional sick days.

18.5 Sick leave allowance shall not accrue, be used or granted for additional service, such as night-school, summer school, election duty and overtime assignments. If an employee's employment is terminated for any reason other than death, disability, incapacity or retirement under the provisions of Michigan laws relating to retirement systems for public school employees or Federal Social Security retirement laws, all accumulated sick leave allowance shall be forfeited. In the event an employee resumes his employment, and his absence has been through approved leave of absence, accumulated sick leave allowance shall be restored.

- 18.6 In case of absence,-Food Service employees will notify the Office of the Food Service Director and other appropriate personnel as established by the Director of Food Service.
- 18.7 The Employer shall provide evidence of sick leave accumulation for each employee annually.
- 18.8 An employee who suffers injuries compensable under the Michigan Workers' Compensation Act shall be paid the difference between his regular wages and payment received under provisions of the Act. An employee injured on the job will be eligible for prorated days from the union sick bank to supplement his worker's compensation as follows:
1 -10 years service in District = 10 days
Beyond 10 years, 1 day added for each year of service;
After use of such days, the employee shall use his own sick leave, prorated, to supplement the worker's compensation. After these days have been exhausted, he shall receive only the regular allotment as governed by the Workers' Compensation Act.
- 18.9 The Board of Education will contribute one (1) day per year per member to the employee's sick bank. An employee who retires or an employee who dies during service to the School District and has days remaining in his sick leave credit, shall have those days contributed to the employee's sick bank. The operation of said sick bank shall be determined by a joint committee consisting of representation of the employees and the Board of Education.

ARTICLE 19 Bereavement Leave

- 19.1 An employee shall be allowed three (3) working days as funeral leave not to be deducted from sick leave for a death in the employee's immediate family. "Immediate family" shall be as defined in Article 19. The Employer shall consider the place of death and relationship of the deceased to the employee and may extend one or two additional funeral leave days upon written request.
- 19.2 In addition to the leave days established by Article 21, the Local Union President or his designated representative, shall be allowed not more than one (1) funeral leave day, in the event of death of a member of the Local Union, for one (1) exclusive purpose of attending the funeral.

ARTICLE 20 Working Hours - Shift Premium

- 20.1 Employees reporting for scheduled overtime work shall be guaranteed at least two (2) hours minimum paid at the rate of time-and-one-half. This shall apply to each and any time the employee reports (without regard to how many times per day). This excludes an employee continuing their regular shift.

- 20.2 Any employees on call before or after their regular shift, shall be paid a four (4) hour minimum, beginning July 1, 2004 which shall be paid at the rate of time-and-one-half for the actual hours worked, and double-time for Sundays and Holidays. Employees shall stay in their classification for an alarm call-in. When an employee is called in, the employee will be considered "on call" for four (4) hours from call in time. Should another call in occur within the initial four (4) hours, it will not be charged as an additional call in for that timeframe if it is for the same incident as originally called.
- 20.3 Overtime shall be on a rotating basis and an attempt shall be made to equalize overtime whenever possible within classification.
- 20.4 When an outside group uses a school kitchen, a member of the Bargaining Unit shall be present, and a member or members of the Bargaining Unit shall clean after such use.
- 20.5 Work within the Bargaining Unit shall be performed only by Bargaining Unit employees.
- 20.6 The Union respects the right of the Board of Education to expect the employees to be physically fit to be on the job without numerous and erratic attendance patterns. Failure of employees to establish acceptable attendance patterns, may be subject to disciplinary action.
- 20.7 The Union respects the right of the Board of Education to establish reasonable hours of work not in conflict with terms of this Agreement. Employees are expected to be on the expected job on time. Employees failing to follow these regulations may be subject to disciplinary action.
- 20.8 The Union respects the right of the Board of Education to establish reasonable hours of work not in conflict with the terms of this Agreement. Employees are expected to complete the full shift, unless receiving permission of their supervisor to leave early. Employees failing to follow the regulation may be subject to disciplinary action.
- 20.9 Any Local 120 employee(s) may be called for special conferences, informational meetings or other events not to exceed one hour and not at critical times, and all other employees will remain in position as long as employee(s) are in the district

ARTICLE 21
Standard Work Day and Week and Time-and-One-Half

- 21.1 Employees shall be assigned to a regular shift.
- 21.2 Food Service Employees - The standard work day for Food Service employees is eight (8) hours and the standard work week is forty (40) hours, but a Food Service employee may be hired to work less than the standard day or week. Hours of employment for such Food Service employees shall be those necessary for the adequate performance of the school lunch and/or breakfast program.
- 21.3 Any hours worked over an eight (8) hour shift, shall be paid at the rate of time-and-one-half, which shall include any premium pay that the employee is entitled to. Should an employee be required to work on Saturday at time-and-one-half, or Sunday at double-time or a Holiday at double-time, this same principle shall apply if he is working a premium shift.
- 21.3 Any hours worked over forty (40) hours per week, shall be paid at the rate of time-and-one-half.
- 21.4 Hours worked on Saturday shall be at the rate of time-and-one-half, week. In addition, if the employee is sick or injured and unable to work and has exhausted his sick leave, such employee shall be credited with having actually worked those hours off, in order to determine if he shall receive over-time pay for Saturday work.
Hours worked on Saturday shall be at the rate of time-and-one-half providing the less than full time employees have worked their normal schedule for the preceding five (5) days inclusive of sick and personal time
- 21.5 Double-time shall be paid for hours worked on Sunday and those holidays as indicated in this Agreement. Double-time on holidays means that an employee shall receive his holiday pay, plus double-time for all hours worked.
- 21.6 All hours of work performed in the cafeteria, which hours are not part of the regular breakfast/hot lunch/snack program, shall be paid at the rate of time-and-one-half regardless of the number of straight time hours worked on the breakfast/hot lunch/snack program.

An employee will provide all food and cafeteria related duties during his/her regular shift.

ARTICLE 22
Holidays

- 22.1 An employee whose regular work schedule includes any or all of the following days, shall receive a holiday with pay at the employee's current regular wage on such days:
New Year's Day
Good Friday
Memorial Day
July 4
Labor Day and the Friday before Labor Day
Thanksgiving Day
Friday after Thanksgiving
One full day immediately preceding Christmas
The full day immediately after Christmas, except when Christmas shall fall, on a Saturday
Christmas Day
One full day immediately preceding New Year's Day, except when New Year's Day shall fall on a Saturday.
- 22.2 Should a holiday fall on Saturday, Friday shall be considered as a holiday; should a holiday fall on Sunday, Monday shall be considered a holiday.
- 22.3 Food Service employees shall be paid for all holidays that fall within the regular school year.

ARTICLE 23
Vacations

- 23.1 Food Service employees will only have as vacation days those days indicated on the school calendar when school is not in session and are not school holidays. Employees may work or take a personal day on half days.

ARTICLE 24
Bulletin Boards

- 24.1 The employer shall provide bulletin boards in each building, which may be used by the Local Union for posting notices of the following types:
1. Notices of recreation and social events
 2. Notices of elections
 3. Notices of results of elections
 4. Notices of meetings
 5. Overtime lists
 6. Collective Bargaining Contract and Supplements
- 24.2 A copy of notices shall be forwarded to the Employer.

- 24.3 The bulletin boards shall not be used by the Local Union for disseminating propaganda, and among other things, shall not be used by the Local union for posting or distributing pamphlets that shall be detrimental to the Employer/Employee relationship

ARTICLE 25
Rates for New Positions

- 25.1 When a new position is placed in the bargaining unit and cannot be properly placed in an existing classification, the Employer shall notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, the issue shall be subject to negotiations.
- 25.2 The Union recognizes, however, the Employer's right to manage its affairs, direct the workforce, establish classifications and rate structures.

ARTICLE 26
Jury Duty

- 26.1 An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay.
- 26.2 An employee required by the Employer to make a court appearance on behalf of the District shall suffer no loss in pay.

Article 27
Safety

- 27.1 When an outside group uses the kitchen facilities, they shall follow the sanitation and equipment use guidelines of June 15, 2004 and finalized by representatives of Local 120 and Administration.

ARTICLE 28
Retirement

- 28.1 Retirement within the bargaining unit will be governed by the applicable procedures of the Michigan Public Schools Employees Retirement Board.
- 28.2 The Board of Education will pay the Michigan State Employees Retirement Fund exclusive of MIP for the employee's share of the pension plan as required by law.
- 28.3 Substitute employees are only used to complete the workforce when employees are absent due to sickness or personal business. They are also used to fill a vacancy resulting from an employee serving a trial period. During layoff substitute employees will not be assigned to fill vacancies that occurred as a result of lay off.

ARTICLE 29
Medical Examinations

- 29.1 Employees may be required to have a medical examination paid for by the Board of Education. If the examination comes back detrimental to the employee, they (the employee) have the right to have an examination at their own expense, by the physician of their choice.. In the event a conflict of opinion exists between the two physicians, management may request a physical examination of the employee at Ford Hospital or University Hospital, Ann Arbor, and shall assume full cost of such examination. The results will be final and binding on both parties.
- 29.2 Flu shots shall be provided for all employees at Board expense, provided the flu shots are taken on the employee's own time, at a place and time determined by the Board of Education.
Employees may elect their own provider for the flu shot and will be reimbursed to a maximum amount of \$10.00 after submitting proof of payment.

Article 30
Hospitalization and Insurance

- 30.1 The Board shall pay the premiums for hospitalization coverage for Head Cook employees and their family at the current level of coverage. The Board shall not be required to provide hospitalization for an employee during extended periods except when the extended leave is on an approved leave of absence as provided in Section 18.1(3). These employees are also required to pay the 20% share of the premium required of all employees
- 30.2 The district will provide the option of single coverage under its District Health Care Plan for those members of Local 120 who work thirty hours per week, but less than full time per the requirements of the Affordable Care Act passed by the Federal government. Employees will be required to pay the 20% of premium mandatory share from payroll deductions if they choose this plan. Employees that wish to buy up to two person or full family coverage have that option, but at the total cost of the premium at their own expense.
- 30.3 Local 120 will agree in principle to the recommendation of the district Insurance Research Committee.

The Insurance Research Committee will continue to meet as necessary and will study the District's health, optical and dental insurance programs. Local 120 shall be represented by no more than three (3) individuals.

Not more than once in each of the contract years of the current agreement (October 1, 2015 through September 30, 2018) the Insurance Research Committee may recommend changes to these programs.

Should the committee recommend changes, the parties shall enter into negotiations. The contract may be opened in any of the above years solely for this purpose.

30.4- The coverage details for the District Health Care Plan are found in Appendix A

30.5 Term insurance with double indemnity for accidental death will be provided as follows: \$17,500 for less than full time employees
\$35,000 for full time employees

30.5 Dental Plan and Optical Plan
The Board shall provide dental insurance coverage and Optical Insurance coverage to each fulltime member of the Bargaining Unit as outlined in Appendix B and C.

ARTICLE 31

Uniforms and Uniform Allowance

31.1 All employees will be paid a uniform allowance of \$175.00 per year as reimbursement for their uniforms and shoes

34.2 Color scheme, design, etc., shall be agreed upon by the Employer and members of the Local Union.

34.3 All employees in the bargaining unit shall be required to wear uniforms at all times while on duty. The Food Service Director must approve the uniforms and shoes worn at work. Employees who work less than the full year will be paid at a pro-rated amount based upon the date of hire for that year. For reimbursement all receipts must be submitted by October 1st of each school year or 30 days after the end of the probationary period for new hires. New aprons will be provided to employees as needed.

ARTICLE 32

Training and Allowances

32.1 Employees approved to attend training sessions, workshops or seminars, shall have the expense of registration, travel, room and board and any lost wages paid for by the Employer.

32.2 Food Service employees - five (5) members shall be permitted to attend the School Lunch Workshop not to exceed five (5) calendar days, and the School District shall pay the registration fees, room and board, and any lost wages.

- 32.3 Time spent in training classes that the State of Michigan or the Board of Education requires employees to attend, shall be paid for as outlined in 22.6.
- 32.4 Renewal fees for licenses required by the School District, shall be paid for by the Board. Certification fee for Head Cooks and Assistant Cooks shall be paid by the Board.

ARTICLE 33
Wage Scale

All employees are hourly employees and will be paid their hours earned for each pay period on the next pay date. No salaries will be spread over the summer pays when most employees are not working. Employees who work summer hours will be paid those summer hours on the correct pay date for that period. A calendar of paydates and pay periods will be provided to each building.

ARTICLE 34
Severance Pay

- 34.1 Upon the death or retirement of a member of the Bargaining Unit who has ten (10) to fifteen (15) years of service with the School District, said member shall be paid \$125 (2000-2003) severance pay for each year employed by the School District.
- 34.2 Upon retirement or death of a member of the Bargaining Unit with fifteen (15) years or more service with the School District, the School District shall pay \$250.00 (2000-2003) severance pay for each year employed by the School District.
- 34.3 To be eligible for severance, an employee must have worked for the District a minimum of ten (10) years. In the event of death, while the employee is employed, severance pay shall be paid to the employee's estate or beneficiary according to terms, conditions, and directions the employee may have designated with regard to his retirement benefits.
- 34.4 An employee who works less than twelve (12) months per year, shall be eligible for a prorated share of severance pay based on a ratio of his average hours worked per day to an eight (8) hour day, provided that his months of service, when computed equals ten (10) years of service.

ARTICLE 35

Longevity

35.1 Employees hired after October 1, 1990, and averaging over 35 hours per week will be paid longevity according to the following schedule:

After 10 years.....	\$1,225
After 12 years.....	\$1,325
After 14 years.....	\$1,375
After 16 years.....	\$1,400
After 18 years.....	\$1,450
After 20 years.....	\$1,500
After 25 years.....	\$2,000
After 30 years.....	\$2,125

35.2 Employees averaging less than thirty-five (35) hours per week shall receive longevity as follows:

After 10 years..	\$825
After 15 years.....	\$1,040

35.3 An employee will receive his longevity allowance the first payroll period after his anniversary date of hire for which he is eligible.

35.4 If an employee is laid off or retired, he shall receive a prorated longevity payment, computed from his anniversary date.

ARTICLE 36

Mileage

36.1 Employees required to use their own vehicle, will be reimbursed at the District approved rate when said use has been authorized

ARTICLE 37

Termination and Modification

37.1 Length of Contract - This agreement shall continue in full force and effect until 11:59 p.m., September 30, 2018. There may be a health re-opener during the second (2nd) and third (3rd) year.

37.2 If either party desires to terminate this Agreement, it shall at least sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same, prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party at least sixty (60) days written notice prior to the current year's termination date.

37.3 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments

desired, if notice of amendment of this Agreement has been given in accordance with the paragraph, on ten (10) days written notice of termination, any amendments that may be agreed upon, shall become and be a part of this Agreement.

- 37.4 Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to: Michigan AFSCME Council 25, 600 W. Lafayette, Suite 500, Detroit, MI 48226 and if to the Employer, addressed to: 24685 Kelly Rd., Eastpointe, MI 48021; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 38

Conflict with Federal and State Laws

- 38.1 This Agreement has been negotiated and executed and shall be controlled by all applicable Federal and State Laws, including any amendments that may hereafter be made during the life of the contract, and wherever the terms of this contract are found to be in conflict with the provisions of law, the parties hereto agree to proceed to re-negotiate such conflicting provision or provisions, and until such re-negotiation has been completed, such provision or provisions, in conflict shall be void.

ARTICLE 39

Designation of Terms

- 39.1 The pronouns and relative words herein used are written in the masculine and singular only. Such words shall be read as if written in plural, feminine or neuter.
- 39.2 Coverage of benefits within this agreement for Food Service personnel shall apply only to those employees who work a minimum of seven and one half hours (7.5) hours per day, with the exception that those who work a minimum six (6) hour day do have the option for single coverage under our health plan.

ARTICLE 40

Zipper Clause

- 40.1 Both parties agree that each were afforded the opportunity to present issues at the bargaining table.

Neither the Employer nor the Union is bound by any Letter of Understanding, unless it is specifically stated or attached to this agreement.

EAST DETROIT PUBLIC SCHOOLS SCHEDULE A

For 2015-2016 School Year: 3% raise

	<u>Start</u>	<u>After 1 yr.</u>	<u>After 2 yrs.</u>
Head Cook	\$13.70	\$15.31	\$16.94
Elementary Cook	\$11.92	\$13.35	\$14.95
Assistant Cook	\$11.52	\$12.90	\$13.89
Helper	\$10.64	\$11.91	\$12.92

For 2016-2017 School Year: 3% raise

	<u>Start</u>	<u>After 1 yr.</u>	<u>After 2 yrs.</u>
Head Cook	\$13.70	\$15.31	\$17.44
Elementary Cook	\$11.92	\$13.35	\$15.39
Assistant Cook	\$11.52	\$12.90	\$14.32
Helper	\$10.64	\$11.91	\$13.31

For 2017-2018 School Year: 3% raise

	<u>Start</u>	<u>After 1 yr.</u>	<u>After 2 yrs.</u>
Head Cook	\$13.70	\$15.31	\$17.96
Elementary Cook	\$11.92	\$13.35	\$15.85
Assistant Cook	\$11.52	\$12.90	\$14.75
Helper	\$10.64	\$11.91	\$13.71

Raises in 2016-2017 and 2017-2018 are contingent on availability from the Food Service Fund. No School District General Fund monies may be spent to fund these raises.

Calendar 2015-2016

Holidays are in **Bold font**

September	4	Friday	Labor Day
	7	Monday	Labor Day
November	26	Thursday	Thanksgiving
	27	Friday	Thanksgiving
December	23	Wednesday	Christmas Break
	24	Thursday	Christmas Eve
	25	Friday	Christmas Day
	28	Monday	Christmas Break
	29	Tuesday	Christmas Break
	30	Wednesday	Christmas Break
	31	Thursday	New Year's Eve
January	01	Friday	New Year's Day
	18	Monday	Martin L. King, Jr.
February	15	Monday	Winter Break
March April	25	Friday	Good Friday
	4	Monday	Spring Break
	5	Tuesday	Spring Break
	6	Wednesday	Spring Break
	7	Thursday	Spring Break
May	8	Friday	Spring Break
	30	Monday	Memorial Day
July	04	Monday	Independence Day
September	02	Friday	Labor Day
	05	Monday	Labor Day

Calendars for 2016-17 and 2017-2018 will be formalized when Macomb ISD calendars are released.

Schedule B-Job Descriptions

Where job descriptions are detailed, it is recognized that it is impossible to be absolutely specific and to include each and every duty. The job descriptions are intended as illustrative and each employee recognizes the concept that he is a member of a work force, which has a total job to accomplish.-

Administration will provide training and support in basic computer skills for all employees in order to facilitate communication, complete work orders and place supply orders. A concerted effort will be made to provide a printer in each building for school business. In the interim, employees can access any printer for school business from any computer with the approval of a building administrator.-



East Detroit Public Schools Job Description

Classification: Head Cook

Division: Food Service

Reports To: Director of Food Service

Date Modified: June, 2015

SUMMARY: This is a food service position involving the responsibility for the preparation, cooking and serving of hot and cold food items to students and staff in a school setting. Food is prepared in accordance with established district menus. Head Cook will complete food orders and maintain inventory records.

The Head Cook is responsible for maintaining high standards of food preparation and cleanliness as established by the Food Service Director. The Food Service Director makes assignments as required and relies upon the cook to carry out the assignments in accordance with established procedures. Head Cook is able to follow verbal and written instructions with minimal supervision.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Plans and directs the preparation and serving of all food in the cafeteria. Determines quantities of each food to be prepared daily.
- Monitor the activities of staff who assist in preparing, portioning, and serving meals according to menus and in quantities sufficient for the students to be served.
- Assigns, directs and supervises the work of kitchen employees. Supervises and instructs in the safe proper and efficient use of all kitchen equipment. Instructs new employees in assigning their assigned tasks.
- Supervises kitchen employees ensuring there is positive interaction among each other and among students.
- Assumes responsibility for the security of food and supplies.
- Compile and maintain appropriate district records and forms.
- Maintain daily reports and production records following USDA requirements.
- Compile and maintain appropriate records for federal, state and local regulations and reports.
- Responsible for food and supply inventory when requested.
- Submits timecards to the Food Service Office for processing.
- Works effectively and cooperatively with all community and district groups using the district facilities.
- Understand and implement Offer vs Serve.
- Understand and determine reimbursable meals and qualified components of meals.
- Monitor the determination of reimbursable meals at point of service.
- Refers to production records to determine the amount of food items to be prepared.
- Prepares meal components as required and utilizing standardized recipes.
- Preparation of food for service on a timely basis being prepared for service when scheduled.
- Follow HACCP procedures and Food Safety Plan along with Standard Operating Procedures.
- Checks temperatures, flavor; and appearance of food before serving. Document temperatures as required
- Checks and replenishes supplies and food between serving times.
- Ability to operate point of sale and complete deposit reconciliation.
- Cleans kitchen and equipment after use.

- Leaves the kitchen clean and in good order when leaving.
- Check all deliveries for accuracy, sign invoices and forward to Food Service Office. Report any shortages or damaged items to Food Service Office.
- Ability to perform all duties of Head Cook with minimal supervision.
- Performs other duties as may be assigned by Food Service Director.
- Ability to work under time constraints and to meet food production schedule; ability to deal effectively with students and staff.

REQUIREMENTS

- High School Graduate or GED equivalent.
- Experience in the preparation of food on a large scale and/or school kitchen.
- Knowledge of USDA requirements.
- Knowledge of meal components and Offer vs Serve.
- Knowledge of quantity food preparation, usage and care of institutional equipment necessary in performing duties.
- Ability to lift up to 40 pounds.

WORKING CONDITIONS:

Language Skills – Ability to read, analyze, and interpret written directions, manuals and documents. Ability to write correspondence/messages. Ability to effectively present information and respond to questions from supervisors, staff, students and the general public.

Mathematical and Reasoning Skills – Ability to apply mathematical concepts such as fractions, percentages, measurements, ratios, and proportions to practical situations.

Physical Demands – The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The job typically requires some physical exertion; individuals in this position will be on their feet throughout the workday. The person in this position needs to move about inside and outside. In addition, the person may need to ascend/descend a step stool/ladder and may need to push or lift equipment, supplies, materials, etc. The employee will need specific vision abilities to perform duties. The employee may be required to meet multiple demands from several people and interact with the public and other staff.

Work Environment – The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is moderate to loud. Duties are performed primarily indoors.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

NOTE: This job description is not intended to be all-inclusive. Employee may perform other related duties as assigned to meet the ongoing needs of the organization.



East Detroit Public Schools Job Description

Classification: Elementary Cook
Division: Food Service
Reports To: Director of Food Service
Date Modified: June, 2015

SUMMARY: This is a food service position involving the responsibility for the preparation, cooking and serving of hot and cold food items to students and staff in a school setting. Food is prepared in accordance with established district menus. Cook will complete food orders and maintain inventory records.

The cook is responsible for maintaining high standards of food preparation and cleanliness as established by the Food Service Director. The Food Service Director makes assignments as required and relies upon the cook to carry out the assignments in accordance with established procedures. Cook is able to follow verbal and written instructions with minimal supervision.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Monitor the activities of staff who assist in preparing, portioning, and serving meals according to menus and in quantities sufficient for the students to be served.
- Compile and maintain appropriate district records and forms.
- Maintain daily reports and production records following USDA requirements.
- Compile and maintain appropriate records for federal, state and local regulations and reports.
- Responsible for food and supply inventory when requested.
- Submits timecards to the Food Service Office for processing.
- Works effectively and cooperatively with all community and district groups using the district facilities.
- Understand and implement Offer vs Serve.
- Understand and determine reimbursable meals and qualified components of meals.
- Monitor the determination of reimbursable meals at point of service.
- Refers to production records to determine the amount of food items to be prepared.
- Prepares meal components as required.
- Prepare serving line for meals.
- Preparation of food for service on a timely basis being prepared for service when scheduled.
- Follow HACCP procedures and Food Safety Plan along with Standard Operating Procedures.
- Checks temperatures, flavor; and appearance of food before serving. Document temperatures as required.
- Checks and replenishes supplies and food between serving times.
- Ability to operate point of sale and complete deposit reconciliation.
- Cleans kitchen and equipment after use.

(continues on following page)

- Leaves the kitchen clean and in good order when leaving for the day.
- Check all deliveries for accuracy, sign invoices and forward to Food Service Office. Report any shortages or damaged items to Food Service Office.
- Assumes responsibility for the security of food and supplies.
- Ability to perform all duties of Elementary Cook with minimal supervision.
- Performs other duties as may be assigned by Food Service Director.
- Ability to work under time constraints and to meet food production schedule; ability to deal effectively with students and staff.

Requirements:

- High School Graduate or GED equivalent.
- Experience in the preparation of food on a large scale and/or school kitchen.
- Knowledge of USDA requirements.
- Knowledge of meal components and Offer vs Serve.
- Knowledge of quantity food preparation, usage and care of institutional equipment necessary in performing duties.
- Ability to lift up to 40 pounds.

WORKING CONDITIONS:

Language Skills – Ability to read, analyze, and interpret written directions, manuals and documents. Ability to write correspondence/messages. Ability to effectively present information and respond to questions from supervisors, staff, students and the general public.

Mathematical and Reasoning Skills – Ability to apply mathematical concepts such as fractions, percentages, measurements, ratios, and proportions to practical situations.

Physical Demands – The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The job typically requires some physical exertion; individuals in this position will be on their feet throughout the workday. The person in this position needs to move about inside and outside. In addition, the person may need to ascend/descend a step stool/ladder and may need to push or lift equipment, supplies, materials, etc. The employee will need specific vision abilities to perform duties. The employee may be required to meet multiple demands from several people and interact with the public and other staff.

Work Environment – The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is moderate to loud. Duties are performed primarily indoors.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

NOTE: This job description is not intended to be all-inclusive. Employee may perform other related duties as assigned to meet the ongoing needs of the organization.



East Detroit Public Schools Job Description

Classification: Assistant Cook

Division: Food Service

Reports To: Director of Food Service

Date Modified: June, 2015

SUMMARY: Prepare and serve nutritious and attractive meals for consumption by students and staff by performing the following duties:

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Assist with meal production and service of meals as directed.
- Coordinate meal production in absence of Head Cook
- Checks and replenishes supplies between serving times.
- Maintain and apply all safety, sanitation and cleanliness standards and practices in all food service areas as required by federal, state, local and district regulations and policies.
- Operate production equipment.
- Compile and maintain appropriate records and forms.
- Operate point of sale system
- Accurately handle cash, make change, cash-out drawer and reconciliation of deposit.
- Assist with receiving of stock and inventory of food and supplies.
- Transport food and supplies and cash bags/boxes as needed.
- Understand and determine reimbursable meals and qualified components of meals.
- Understand and implement Offer vs Serve.
- Monitor reimbursable meal qualifications at point of service.
- Stock, display and present merchandise as required.
- Assist in operation of facilities as directed by Director and/or Supervisor.
- Meet and service the needs of clientele in a timely fashion and in a pleasant and appropriate manner.
- Follow HACCP procedures and Food Safety Plan along with Standard Operating Procedures.
- Work professionally with both students and staff.

EDUCATION and/or EXPERIENCE:

- High School Graduate or GED Equivalent.

OTHER SKILLS and ABILITIES:

- Employee must frequently lift and/or move up to 40 pounds.
- Ability to accurately operate point of sale system.
- Ability to handle cash accurately.
- Ability to accurately make change, cash-out drawer and reconciliation of deposit when required.

(continued on next page)

WORKING CONDITIONS:

Language Skills – Ability to read, analyze, and interpret written directions, manuals and documents. Ability to write correspondence/messages. Ability to effectively present information and respond to questions from supervisors, staff, students and the general public.

Physical Demands – The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The job typically requires some physical exertion; individuals in this position will be on their feet throughout the workday. The person in this position needs to move about inside and outside. In addition, the person may need to ascend/descend a step stool/ladder and may need to push or lift equipment, supplies, materials, etc. The employee will need specific vision abilities to perform duties.

The employee may be required to meet multiple demands from several people and interact with the public and other staff.

Work Environment – The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is moderate to loud. Duties are performed primarily indoors.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

NOTE: This job description is not intended to be all-inclusive. Employee may perform other related duties as assigned to meet the ongoing needs of the organization.
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East Detroit Public Schools Job Description

Classification: Kitchen Helper
Division: Food Service
Reports To: Director of Food Service
Date Modified: June, 2015

SUMMARY: Prepare and serve nutritious and attractive meals for consumption by students and staff by performing the following duties:

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Assist with meal production and service of meals as directed.
- Checks and replenishes supplies between serving times.
- Maintain and apply all safety, sanitation and cleanliness standards and practices in all food service areas as required by federal, state, local and district regulations and policies.
- Operate production equipment.
- Compile and maintain appropriate records and forms.
- Operate point of sale system
- Accurately handle cash, make change, cash-out drawer and reconciliation of deposit.
- Assist with receiving of stock and inventory of food and supplies.
- Transport food and supplies and cash bags/boxes as needed.
- Understand and determine reimbursable meals and qualified components of meals.
- Understand and implement Offer vs Serve.
- Monitor reimbursable meal qualifications at point of service.
- Stock, display and present merchandise as required.
- Assist in operation of facilities as directed by Director and/or Supervisor.
- Meet and service the needs of clientele in a timely fashion and in a pleasant and appropriate manner.
- Follow HACCP procedures and Food Safety Plan along with Standard Operating Procedures.
- Work professionally with both students and staff.

EDUCATION and/or EXPERIENCE:

- High School Graduate or GED Equivalent.

OTHER SKILLS and ABILITIES:

- Employee must frequently lift and/or move up to 40 pounds.
- Ability to accurately operate point of sale system.
- Ability to handle cash accurately.
- Ability to accurately make change, cash-out drawer and reconciliation of deposit when required.

(continued on next page)

WORKING CONDITIONS:

Language Skills – Ability to read, analyze, and interpret written directions, manuals and documents. Ability to write correspondence/messages. Ability to effectively present information and respond to questions from supervisors, staff, students and the general public.

Physical Demands – The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The job typically requires some physical exertion; individuals in this position will be on their feet throughout the workday. The person in this position needs to move about inside and outside. In addition, the person may need to ascend/descend a step stool/ladder and may need to push or lift equipment, supplies, materials, etc. The employee will need specific vision abilities to perform duties.

The employee may be required to meet multiple demands from several people and interact with the public and other staff.

Work Environment – The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is moderate to loud. Duties are performed primarily indoors.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

NOTE: This job description is not intended to be all-inclusive. Employee may perform other related duties as assigned to meet the ongoing needs of the organization.
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Appendix A

EAST DETROIT PUBLIC SCHOOLS- 39529003

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Effective Date: 05/01/2014

The information contained herein provides a general summary of your group's health care benefits. It is not a contract. This summary may not reflect additional limitations or exclusions that apply to covered services or the most recent updates to BCBSM certificates, riders, plan modifications and/or changes that your group may be making to your coverage. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. You can also contact your healthcare administrator or call the customer service phone number printed on the back of your ID card if you have additional questions regarding your health care benefits.

Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs\ related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other disease as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Eligibility Information

Member Eligibility Criteria

*Services from a provider for which there is no Michigan PPO network and services from an out-of network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge. Subscriber's legal spouse **Dependent children**: related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage until the end of the year in which they turn age 26

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)

Deductibles \$250 for one member, \$500for the family (when two or more members are covered under your contract) each calendar year

Note: Deductible may be waived for covered services performed in an in-network physician's office.

\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year

Note: Out-of-network deductible amounts also apply toward the in-network deductible.

Flat-dollar copays

- \$20 copay for office visits and office consultations
- \$20 copay for chiropractic services and osteopathic manipulative therapy
- \$250 copay for emergency room visits

Coinsurance amounts (percent copays)

Note: Coinsurance amounts apply once the deductible has been met.

- 50% of approved amount for private duty nursing care
- 20% of approved amount for mental health care and substance abuse treatment • 20% of approved amount for most other covered services (coinsurance waived for covered services performed in an in- network physician's office)
- 50% of approved amount for private duty nursing care
- 40% of approved amount for mental health care and substance abuse treatment

- 40% of approved amount for most other covered services

Coinsurance maximums - applies to coinsurance amounts for all covered services - including mental health and substance

abuse services - but **does not** apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts \$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year \$3,000 for one member, \$6,000 for the family (when two or more members are covered under your contract) each calendar year

Note: Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum. **Annual out-of-pocket maximums** - applies to deductibles, copays and coinsurance amounts for all covered services -including cost-sharing amounts for prescription drugs, if applicable \$6,350 for one member, \$12,700 for two or more members each calendar year \$12,700 for one member, \$25,400 for two or more members each calendar year

Note: Out-of-network cost sharing amounts also count toward the in-network out-of-pocket maximum.

Lifetime dollar maximum None

Physician office services

Benefits In-Network Out-of-Network*

Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures 100% (no deductible or copay/coinsurance), one per member per calendar year

Note: Additional well-women visits may be allowed based on medical necessity. Not covered Gynecological exam 100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity. Not covered Pap smear screening - laboratory and pathology services 100% (no deductible or copay/coinsurance), one per member per calendar year Not covered: Voluntary sterilizations for females 100% (no deductible or copay/coinsurance) 60% after out-of-network deductible

Prescription contraceptive devices - includes insertion and removal of an intrauterine device by a licensed physician

100% (no deductible or copay/coinsurance) 100% after out-of-network deductible Contraceptive

injections 100% (no deductible or copay/coinsurance) 60% after out-of-network deductible

Well-baby and child care visits 100% (no deductible or copay/coinsurance)

- 6 visits, birth through 12 months
- 6 visits, 13 months through 23 months
- 6 visits, 24 months through 35 months
- 2 visits, 36 months through 47 months
- Visits beyond 47 months are limited to one per member per calendar year under the health

maintenance exam benefit.

Not covered Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act 100% (no deductible or copay/coinsurance)

Not covered-Fecal occult blood screening 100% (no deductible or copay/coinsurance), one per member per calendar year

Not covered : Flexible sigmoidoscopy exam 100% (no deductible or copay/coinsurance), one per member per calendar year

Not covered

Prostate specific antigen (PSA) screening 100% (no deductible or copay/coinsurance), one per member per calendar year

Not covered: Routine mammogram and related reading 100% (no deductible or copay/coinsurance) **Note:** Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance. 60% after out-of-network deductible

Note: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider. One per member per calendar year. Colonoscopy - routine or medically necessary 100% (no deductible or copay/coinsurance) for the first billed colonoscopy

Note: Subsequent colonoscopies performed 60% after out-of-network deductible during the same calendar year are subject to your deductible and coinsurance. One per member per calendar year **Physician office services**

Benefits In-Network Out-of-Network*

Office visits - must be medically necessary \$20 copay per office visit 60% after out-of-network deductible

Outpatient and home medical care visits - must be medically necessary 80% after in-network deductible 60% after out-of-network deductible

Office consultations - must be medically necessary \$20 copay per office visit 60% after out-of-network deductible

Urgent care visits - must be medically necessary \$20 copay per office visit 60% after out-of-network deductible

Emergency medical care

Benefits In-Network Out-of-Network*

Hospital emergency room \$250 copay per visit (copay waived if admitted or for an accidental injury)

\$250 copay per visit (copay waived if admitted or for an accidental injury)

Ambulance services - must be medically necessary 80% after in-network deductible 80% after in-network deductible

Diagnostic services

Benefits In-Network/Out-of-Network* Laboratory and pathology services 80% after in-network deductible 60% after out-of-network deductible. Diagnostic tests and x-rays 80% after in-network deductible 60% after out-of-network deductible Therapeutic radiology 80% after in-network deductible 60% after out-of-network deductible

Maternity services provided by a physician Benefits In-Network Out-of-Network*

Prenatal care visits 100% (no deductible or copay/coinsurance) 60% after out-of-network deductible Postnatal

care visits 100% (no deductible or copay/coinsurance) 60% after out-of-network deductible Delivery and

nursery care 80% after in-network deductible 60% after out-of-network deductible **Hospital care**

Benefits In-Network Out-of-Network*

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies **Note:**

Nonemergency services must be rendered in a **participating** hospital. 80% after in-network deductible

60% after out-of-network deductible Unlimited day Inpatient consultations 80% after in-network deductible

60% after out-of-network deductible

Chemotherapy 80% after in-network deductible 60% after out-of-network deductible

Alternatives to hospital care Benefits In-Network Out-of-Network*

Skilled nursing care - must be in a **participating** skilled nursing facility 80% after in-network deductible 80% after in-network

Deductible . Limited to a maximum of 120 days per member per calendar year

Hospice care 100% (no deductible or copay/coinsurance) 100% (no deductible or copay/coinsurance) Up to

28 pre-hospice counseling visits before electing hospice services; when elected, four 80-day periods -

provided through a **participating** hospice program **only**; limited to dollar maximum that is reviewed and

adjusted periodically (after reaching dollar maximum, member transitions into individual case management)

Home health care:

- must be medically necessary

- must be provided by a **participating** home health care agency 80% after in-network deductible 80%

after in-network deductible

Infusion therapy:

- must be medically necessary

- must be given by **participating** Home Infusion Therapy (HIT) provider or in a **participating**

freestanding Ambulatory Infusion Center (AIC)

- may use drugs that require preauthorization - consult with your doctor 80% after in-network

deductible 80% after in-network

deductible

Inpatient hospital benefits not covered

- Services that may be medically necessary but can be provided safely in an outpatient or office location; except when noted by

other benefit coverage

- Services of physicians and surgeons not employed by the hospital

- Custodial care or rest therapy

- Psychological tests if used as part of, or in connection with, vocational guidance training or

counseling

- Dental services. However, certain procedures may be payable as medical services if performed in a hospital because the

patient has a dental condition that is adversely affecting a medical condition such as:

- Bleeding or clotting abnormalities

- Unstable angina

- Severe respiratory disease

- Known reaction to analgesics, anesthetics, etc.

- Those procedures include:
- Alveoplasty
- Diagnostic X-rays
- Multiple extractions or removal of unerupted teeth
- Gingivectomy

Note: Medical records must verify the patient's concurrent hazardous medical condition.

- Services covered under any other Blue Cross Blue Shield contract or under any health care benefits plan
- Screening services
- Artificial and endodontic transplants and related services, including repair and maintenance of implants and surrounding tissue

- Those for care that is not considered acute, such as:

- Observation
- Dental treatment, including extraction of teeth, except as otherwise noted in this Certificate
- Diagnostic evaluations
- Labexams
- Electrocardiography
- Weight reduction
- X-ray, exams or therapy
- Cobalt or ultrasound studies
- Basal metabolism tests
- Convalescence or rest care
- Convenience items
- Those mainly for physical therapy, speech and language pathology services or occupational therapy; except when noted by other benefit coverage

Surgical services

Benefits In-Network Out-of-Network*

Surgery - includes related surgical services and medically necessary facility services by a **participating** ambulatory surgery facility 80% after in-network deductible 60% after out-of-network deductible
 Presurgical consultations 100% (no deductible or copay/coinsurance) 60% after out-of-network deductible Voluntary sterilization for males **Note:** For voluntary sterilizations for females, see

“Preventive care services.”¹¹

80% after in-network deductible 60% after out-of-network deductible

Human organ transplants Benefits In-Network Out-of-Network*

Specified human organ transplants - must be in a **designated** facility, and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504) 100% (no deductible or copay/coinsurance) 100% (no deductible or copay/coinsurance) – in designated facilities **only** .

Bone marrow transplants - when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504) 80% after in-network deductible 60% after out-of-network deductible

Specified oncology clinical trials

Note: BCBSM covers clinical trials in compliance with PPACA 80% after in-network deductible 60% after out-of-network Deductible. Kidney, cornea and skin transplants 80% after in-network Deductible 60% after out-of- network deductible

Mental health care and substance abuse treatment

Note: Some mental health and substance abuse services are considered by BCBSM to be comparable to an office visit. When a mental health and substance abuse service is considered by BCBSM to be comparable to an office visit, you pay only for an office visit as described in your certificate or related riders. This means when these services are performed by an in-network provider, you will have no in-network deductible. You will be responsible for the flat-dollar member copay that applies to office visits. When these services are performed by an out-of-network provider, you will be responsible for your annual out-of-network deductible and the coinsurance amount that applies to covered out-of- network services.

Benefits In-Network Out-of-Network*

Inpatient mental health care and **Inpatient** substance abuse treatment 80% after in-network Deductible 60% after out-of-network deductible Unlimited days Outpatient mental health care

- Facility and clinic 80% after in-network deductible 80% after in-network deductible - in participating facilities **only**
- Physician's office 80% after in-network deductible 60% after out-of-network deductible

Outpatient substance abuse treatment - in approved facilities **only** 80% after in-network deductible 60% after out-of-network deductible (in-network cost sharing will apply if there is no PPO network)

Outpatient hospital benefits not covered

Autism Spectrum Disorders, diagnoses and treatment

Benefits In-Network Out-of-Network* Applied behavioral analyses (ABA) treatment when rendered by an approved board-certified behavioral analyst - is limited to a maximum of 25 hours of direct line therapy per week per member, through age 18

Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained

by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment. ABA and AAEC

services are not available outside of Michigan. Not covered Outpatient physical therapy, speech therapy,

occupational therapy, nutritional counseling for autism spectrum disorder Not covered Not covered Other

covered services, including mental health services, for Autism Spectrum Disorder

Not covered

• Outpatient inhalation therapy

• Cardiac rehabilitation services that require less than intensive monitoring (EKGs) or supervision because the patient's endurance while exercising and management of risk factors are stable

• Sports medicine, pain management, patient education or home exercise programs

Other covered services

Benefits In-Network Out-of-Network*

Outpatient Diabetes Management Program (ODMP) **Note:** Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in network cost-sharing when rendered by a network provider.

Note: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs. 80%

after in-network deductible for diabetes medical supplies; 100% (no deductible or copay/coinsurance) for

diabetes self-management training

60% after out-of-network deductible

Allergy testing and therapy 100% (no deductible or copay/coinsurance) 60% after out-of-network deductible

Chiropractic spinal manipulation and osteopathic manipulative therapy \$20 copay per office visit 60% after out-of-network

Deductible Limited to a **combined** maximum of 24-visit maximum per member per calendar year

Outpatient physical, speech and occupational therapy - provided for rehabilitation 80% after in-network

deductible

60% after out-of-network deductible

Note: Services at nonparticipating outpatient physical therapy facilities are not covered. Limited to a

combined 60-visit maximum per member per calendar year

Durable medical equipment **Note:** DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost sharing when rendered by a network provider. For a list of covered

DME items required under PPACA, call BCBSM. 80% after in-network deductible Prosthetic and orthotic

appliances 80% after in-network deductible

Private duty nursing 50% after in-network deductible

Physician and other professional benefits not covered

• Services covered under any other Blue Cross or Blue Shield contract or under any other health care benefits plan

• Self-treatment by a professional provider and services given by the provider to parents, siblings, spouse or children

• Services for cosmetic surgery when performed primarily to improve appearance

• Health care services provided by persons who are not legally qualified or licensed to provide them

• Dental care (except to treat accidental injuries or multiple extractions requiring hospitalization), unless otherwise noted as an included benefit

• Artificial and endodontic dental implants and related services, including repair and maintenance of implants and surrounding tissue, unless otherwise noted as an included benefit

• Weight loss programs

• Contraceptive devices and medications used for the express purpose of preventing pregnancy, unless otherwise noted as an included benefit

• Rest therapy or services provided to you while you are in a convalescent home, long, term care facility, nursing home, rest home or similar nonhospital institution

• Services, care, supplies or devices not prescribed by a physician

• Services provided during nonemergency medical transport

• Experimental treatment

• Hearing aids or services to examine, prepare, fit or obtain hearing aids, unless otherwise noted as an included benefit

• Services to examine, prepare, fit or obtain eyeglasses or other corrective eye appliances, unless you lack a natural lens

- Hospital services, including services provided by hospital employees
- Drugs, medical appliances, materials or supplies or blood transfusions
- Any reversible or irreversible medical and/or dental services performed for diagnosis and/or treatment of temporomandibular joint (Uaw joint) dysfunction, except for:
 - Surgery directly to the temporomandibular joint (Uaw joint)
 - Diagnostic X-rays
 - Arthrocentesis
 - Physical therapy

Note: The above restriction applies to any condition causing the temporomandibular joint (Uaw joint) dysfunction.

- Alternative medicines or therapies (such as acupuncture, herbal medicines and massage therapy)
- Cardiac rehabilitation services that do not require intensive monitoring (EKGs) or supervision because the patient's endurance while exercising and management of risk factors are stable
- Infertility services that do not treat a medical condition other than infertility. This can include services such as:
 - Sperm washing
 - Post coital test
 - Monitoring of ovarian response to ovulatory stimulants
 - In vitro fertilization
 - Ovarian wedge resection or ovarian drilling
 - Reconstructive surgery of one or both fallopian tubes to open the blockage that causes infertility
 - Diagnostic studies done for the sole purpose of infertility assessment
 - Any procedure done to enhance reproductive capacity or fertility

Note: You or your physician can call us to determine if other proposed services are a covered benefit under your Certificate.

- Sports medicine, pain management, patient education (except as otherwise specified) or home exercise programs
- Screening services (except as otherwise stated)
- Those for which you legally do not have to pay or for which you would not have been charged if you did not have coverage under your Certificate
- Those available in a hospital maintained by the state or federal government, unless payment is required by law
- Those payable by government, sponsored health care programs, such as Medicare, for which a member is eligible. These services are not payable even if you have not signed up to receive the benefits provided by such programs. However, care and services is payable if federal laws require the government, sponsored program to be secondary to this coverage.
- Any services not listed in your Certificate as being payable

Blue Preferred Rx® Prescription Drug Coverage

Specialty Pharmaceutical Drugs - The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site

at bcbsm.com. Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355. We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a **90-Day Retail Network provider** or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one half for this initial fill (15 days).

Member's responsibility (copays)

Note: Your prescription drug copays, including mail order copays, are subject to the **same** annual out-of-pocket maximum required under your medical coverage. The following prescription drug expenses will not apply to your annual out-of-pocket maximum:

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand name drug
- the 25% member liability for covered drugs obtained from an out-of-network pharmacy

Note: If your prescription is filled by any type of network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber did not write "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the

brand-name drug dispensed and the maximum allowable cost for generic *plus* the applicable copay.

90-day retail network pharmacy

Network mail order provider Network pharmacy (not part of the 90-day network Non-network pharmacy)

Tier 1 –

Generic or select prescribed over-the counter drugs 1 to 30-day period

\$7 copay *plus* an additional 25% of BCBSM approved amount for the drug 84 to 90-day period \$7 copay No coverage No coverage

Tier 2 –

Formulary (preferred) brand-name drugs 1 to 30-day period

\$35 copay \$35 copay \$35 copay \$35 copay *plus* an additional 25% of BCBSM approved amount for the Drug 84 to 90-day period \$35 copay No coverage No coverage

Tier 3 –

Nonformulary (nonpreferred) brand-name drugs 1 to 30-day period \$70 copay *plus* an additional 25% of BCBSM approved amount for the drug 84 to 90-day period \$70 copay No coverage No coverage

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription drug for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs.

* BCBSM will not pay for drugs obtained from non-network mail order providers, including Internet providers.

Features of your prescription drug plan

BCBSM custom formulary

A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.

• **Tier 1 (generic)** - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment.

• **Tier 2 (preferred brand)** - Tier 2 includes brand-name drugs from the Custom Formulary. Preferred brand name drugs are also safe and effective, but require a higher copay.

• **Tier 3 (nonformulary brand)** - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay for these drugs.

Drug interchange and generic copay waiver BCBSM's drug interchange and generic copay waiver programs encourage physicians to prescribe a less-costly generic equivalent.

If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay.

Prescription Drugs Not Covered

Any contraceptive medications and devices, whether over-the-counter or FDA-approved or not, regardless of

the reason they were prescribed or their intended use, unless otherwise noted as an included benefit

Therapeutic devices or appliances including, but not limited to, hypodermic or disposable needles and syringes

when not dispensed with a covered injectable drug, insulin or self-administered chemotherapeutic drugs

Drugs prescribed for cosmetic purposes

The charge for any prescription refill in excess of the number specified by the prescriber or any refill dispensed one year after the prescriber's prescription order Any

vaccine given solely to resist infectious diseases

Administration of covered drugs (e.g., injections) Non-self-administered injectable drugs

More than a 30-day supply of a covered drug. We may make exceptions for certain maintenance drugs or for drugs whose minimal package size prevents a 30-day supply from being dispensed (e.g., inhalers) More than

12 doses of an impotence drug in a 30-day period unless otherwise noted or excluded. If you have a BCBSM mail order drug program, no more than 36 doses in a 90-day period

More than the quantities and doses allowed per prescription of select drugs by BCBSM, unless the prescribing

physician obtains preauthorization from BCBSM. A list of drugs that may have quantity and/or dose limits is available at the BCBSM Web site at bcbsm.com.

Any drug we determine to be experimental or investigational

Any covered drug entirely consumed at the time and place of the prescription Anything other than covered drugs and services

Diagnostic agents

Any drug or device prescribed for uses or in dosages other than those specifically approved by the Federal Food and Drug Administration. This is often referred to as the off - label use of a drug or device.

Some

chemotherapeutic drugs may be subject to prior authorization review.

Drugs that are not labeled FDA-approved, except for state – controlled drugs and insulin, or such drugs the BCBSM designates as covered

Covered drugs or services dispensed to a member when such services are benefits under other Blue Cross and Blue Shield certificates

Drugs or services obtained before the effective date of this contract, or after the contract ends Nonpreferred co - branded drugs, unless they are preauthorized

Claims for covered drugs or services submitted after the applicable time limit for filing claims Support

Appendix B- OPTICAL COVERAGE

Frequency Fashion Plan

Exam Once every 12 months

Eyeglasses (frames and spectacle lenses) Spectacle Lenses Once every 24 months Frame Once every 24 months

Contact Lenses (in lieu of Eyeglasses) Once every 24 months

Covered Service In-Network Benefits Exam \$0.00 Copayment

Eyeglasses

Frames

Collection Frame (in lieu of Allowance for a Non-Collection Frame)

Fashion Frame Collection \$0.00 Copayment Designer Frame Collection \$15 Copayment Premier Frame Collection

\$40 Copayment Non-Collection Frame \$68.00 Allowance Spectacle Lenses (per pair) Single Vision Lenses \$0.00

Copayment

Bifocal Lenses \$0.00 Copayment Trifocal Lenses \$0.00 Copayment Lenticular Lenses \$0.00

Copayment

Contact Lenses (per pair) Collection Contact Lenses (in lieu of Allowance for a Non-Collection Lens) Not Applicable Non-

Collection Contact Lenses \$150.00 Allowance

Medically Necessary Contact Lenses (with prior approval) Not Applicable Contact lens evaluation,

fitting and follow-up care Not Applicable

All Ranges of Prescriptions and sizes Included

Oversize Lenses Included

Choice of Glass or Plastic Lenses Included

There is an additional cost for the following Lens Options; other lens options, powers and frames may require an additional cost.

Lens Options (per pair)

Glass-Grey #3 prescription sunglass lenses Included Fashion, sun and gradient tinted

plastic lenses Included Ultraviolet Coating \$15 Copayment

Polycarbonate Lenses Either Paid in full or \$35 Copayment Blended Segment Lenses \$20

Copayment

Intermediate Vision Lenses \$30 Copayment Standard Progressive Lenses

\$65

Copayment

Premium Progressive Lenses \$105 Copayment Scratch

Resistant Coating Included

Plastic Photosensitive Lenses \$70 Copayment Polarized

Lenses \$75 Copayment

Standard Anti-Reflective (AR) Coating \$40 Copayment

Premium Anti-Reflective (AR) Coating \$55 Copayment Ultra

Anti-Reflective (AR) Coating \$69 Copayment Photochromic

Glass Lenses \$20 Copayment

Hi-Index Lenses \$60 Copayment

Covered Service Out-of-Network Benefits Exam \$30

Reimbursement

Eyeglasses

Frames \$30 Reimbursement Spectacle

Lenses (per pair)

Single Vision Lenses \$25 Reimbursement Bifocal

Lenses \$35 Reimbursement Trifocal Lenses \$45

Reimbursement Lenticular Lenses \$60

Reimbursement

Contact Lenses (per pair - in lieu of eyeglasses)

Soft, Standard, Daily Wear, Disposable, Planned Replacement and Specialty \$75 Reimbursement

Medically Necessary Contact Lenses (with prior approval) \$225 Reimbursement Polycarbonate lenses are covered in full for dependent children, monocular patients, and patients with prescriptions < +/- 6.00 diopters.

Exam or Eye Examination includes (but is not limited to)-

- Case history - chief complaint, eye and vision history, medical history;
- Entrance distance acuities;
- External ocular evaluation including slit lamp examination;
- Internal ocular examination;
- Tonometry;
- Distance refraction - objective and subjective;
- Binocular coordination and ocular motility evaluation;
- Evaluation of pupillary function;
- Biomicroscopy;
- Gross visual fields;
- Assessment and plan;
- Advising the Member on matters pertaining to vision care;
- Form completion - school, motor vehicle, etc.; and
- A Dilated Fundus Examination (DFE) (diagnostic procedure used in the detection and management of diabetes, glaucoma, hypertension and other ocular and/or systemic diseases) when professionally indicated.

In-Network Providers that do not display the frame Collection, or have the contact lens Collection available will apply the Allowance towards non-collection frame or non-collection contacts.

Ancillary Product Discount

A Member will receive up to a 20% courtesy discount from most In-Network Providers. This discount applies to the purchase of items that the Policy either does not cover or which you are currently not eligible for. No additional discounts are available at Wal-Mart or Sam's Club locations.

Appendix C DENTAL COVERAGE

ADN Administrators, Inc
P. O. Box 610
Southfield, MI 48037
248-901-3705

East Detroit Public Schools Dental Benefits Plan Group #9554

The Plan-at-a-Glance-PPO Networks: ADN Dental Network, Michigan Dental Plan, DenteMax Maximum Benefits Plan year Jan 1 through Dec 31

Annual Maximum \$1,500 per eligible individual for covered class I, II and III services. Oral

Examinations Twice per plan year

Bitewing X-Rays Once per plan year Prophylaxis

(Cleaning) Twice per plan year

Topical Application of Fluoride Twice per plan year

Full Mouth Series or Panoramic X-Rays Once per 60 months

All Other X-Rays or Space Retainers Once per area per lifetime, up to age 19 Periodontal

Maintenance Twice per plan year

Composite and Amalgam fillings** Once per tooth surface per 12 months

Root Canal Therapy

Periodontal Root Planing Once per quadrant per 24 months Periodontal

Surgery Once per quadrant per 36 months

Oral Surgery and Extractions

General Anesthesia or IV Sedation Medically necessary and with covered oral surgery Denture

Repair and Adjustment

Denture Reline or Rebase Once per 36 months, per arch

Inlays, Onlays, Crowns** Once per permanent tooth in 60 months Complete and

Partial Removable Dentures** Once per arch per 60 months Fixed Partial Dentures

(Bridges) ** Once per arch per 60 months

Addition of Teeth to Partial Dentures

Sealants

Orthodontics

Implants and Restorations over implants TMJ/TMD

Treatment

Occlusal Guard deductible- None

Missing Tooth Clause – None 12 Month

Billing Limitation Waiting Periods –

None

COB - Standard


****Composite, porcelain and ceramic not covered for posterior teeth, alternate benefit applies**

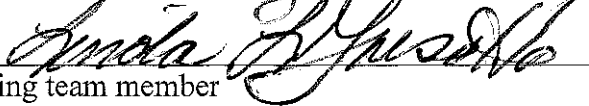
****Prosthetics are considered on seat/delivery date**

****Note – Quotes of benefits do not constitute a guarantee of payment. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Predetermination is strongly encouraged for all nonemergency dental treatment exceeding \$250.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

Witness whereof, the parties hereunto have caused this instrument to be executed the day and year first above written.

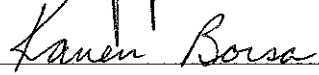
LOCAL NO. 120 AFFILIATED WITH MICHIGAN COUNCIL 25 AND CHARTERED BY THE INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES BY:

Gary R. Shimer, Council 25 Staff Representative 

Linda Gnesotto, Local 120 President 
Arlynda Koerber, Local 120 Negotiating team member
Agnes Jones, Local 120 Negotiating team member

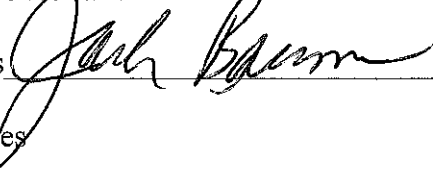
EAST DETROIT PUBLIC SCHOOLS, MACOMB COUNTY, MI BY:

Craig Brozowski, Board President 

Karren Borsa, Board Secretary 

Charley Jackson, Vice President
Margaret Podsiadlik, Treasurer
Julie DeVita, Trustee
Jon Gruenberg, Trustee
Randy Wilson, Trustee

BOARD OF EDUCATION NEGOTIATIONS TEAM BY:

Jack Bauman, Director of Human Resources 
Theresa Elya, Co-Director of Food Services
Patricia Minch, Co-Director of Food Services

J