

**SETTLEMENT PROPOSALS
FROM
THE SCHOOL DISTRICT OF
THE CITY OF DETROIT**

TO

**THE DETROIT FEDERATION OF
PARA-PROFESSIONAL
NOON-HOUR AIDES/FOOD SERVICE
LOCAL 2350, AFT, MFT, AFL-CIO**

APRIL 29, 2010

PROPOSAL #1

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
NOON-HOUR AIDES AIDES/FOOD SERVICE, LOCAL 2350

Proposal Date: December 16, 2009 DPS Proposal: As Is Modified _____
DPS Initials: [Signature]
Union Initials: [Signature]
TA'D Date: 4/29/10

ARTICLE XXI
DURATION

Change all relevant dates throughout the Agreement to reflect it being effective from July 1, 2008 through June 30, 2014.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
NOON-HOUR AIDES AIDES/FOOD SERVICE, LOCAL 2350

Proposal Date: December 16, 2009 DPS Proposal: As Is Modified _____
DPS Initials: S. de Q.
Union Initials: DJ
TA'D Date: 4/29/10

ARTICLE IX
LAYOFF AND RECALL

A. LAYOFF

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

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

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

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

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

~~Recall will be by written notice to the employee's last known address on file with the Board and shall require that the employee report to work within ten (10) days. If an employee fails to report for work, he/she shall be considered a quit. Recall shall be by written notice to the employees last known address on file with Human Resources and shall require that person to contact Human Resources within seven (7) calendar days. If the person fails to contact Human Resources during that time period she/he shall be terminated without further obligations on the part of the District. Extenuating circumstances in this regard will be the subject of a special conference.~~

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

~~subsequently closed. Unit members will be considered laid off at the end of the 3rd day of a work stoppage by another bargaining unit, unless otherwise notified by the District.~~

Approved: _____
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #3 (REVISED)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
NOON-HOUR AIDES AIDES/FOOD SERVICE, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

ARTICLE X
GRIEVANCE PROCEDURE

Computation of Back Wages and Overpayment (New Language)

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

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #4 (REVISED)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
NOON-HOUR AIDES AIDES/FOOD SERVICE, LOCAL 2350

Proposal Date: December 16, 2009 DPS Proposal: As Is Modified _____
DPS Initials: [Signature]
Union Initials: [Signature]
TA'D Date: 4/29/10

ARTICLE XIII
HOURS OF WORK

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

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
NOON-HOUR AIDES AIDES/FOOD SERVICE, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified _____

DPS Initials: A. del

Union Initials: DJ

TA'D Date: 4/29/10

ARTICLE XIV
SALARY SCHEDULE AND UNIFORM ALLOWANCE

B. Overtime Pay

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

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

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

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

E. Holiday Pay

Unit members shall be eligible paid for the Martin Luther King ~~the paid holiday (Martin Luther King)~~, provided he/she works the day before and the day after such holiday, unless utilizing an approved paid leave day. ~~Effective July 1, 1994, each member in this bargaining unit who works the day before and the day after shall be paid for Martin Luther King, Jr's Birthday.~~

Approved: _____
Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
NOON-HOUR AIDES AIDES/FOOD SERVICE, LOCAL 2350

Proposal Date: April 29, 2010 DPS Proposal: As Is _____ Modified _____

DPS Initials: H. Jeff

Union Initials: DJ

TA'D Date: 4/29/10

ARTICLE XVI
ILLNESS DAYS

A. ~~All employees in this unit shall be authorized three (3) illness days per year, effective immediately following Board approval of the total Agreement.~~

Each employee will accrue illness leave to total a maximum of three (3) days per fiscal year. The employee's illness bank will be credited a fraction of the annual total on a per pay period basis. The formula will be based on the following:

service hours per day x days/year x accrual factor

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

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

D. G. If an employee is absent for five consecutive days, he/she will be sent a certified letter by the school principal or immediate supervisor, with a copy to Human Resources Personnel, requesting her/him to contact Human Resources ~~the Personnel Office~~ within a five day period. Failure to do so, the employee shall be considered a quit and employment will be terminated by the Board.

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #7 (Revised)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
NOON-HOUR AIDES AIDES/FOOD SERVICE, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

ARTICLE XVIII
WEATHER EMERGENCIES - TEN-MONTH EMPLOYEES

~~On days where the District closes all schools due to inclement weather or any other emergency, employees shall not report, unless notified to the contrary and will not be paid. Where the District has not publicly announced closures by 4:00 a.m. employees who report to work within 30 minutes of the scheduled starting time shall be paid two (2) hours pay as "show up pay."~~

When a work location is closed after the start of the work day due to building problems, employees will be dismissed without a loss of pay.

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

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

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

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

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #8 (Revised)

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
NOON-HOUR AIDES AIDES/FOOD SERVICE, LOCAL 2350

Proposal Date: April 26, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

ARTICLE XX
EVALUATION, COMPETENCE, AND TERMINATION PROCEDURES
EMPLOYEE PERFORMANCE EVALUATION

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

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

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

Performance evaluations shall be based upon:

- ~~job knowledge and skill~~
- ~~quality of work~~
- ~~efficiency of work~~
- ~~attendance~~
- ~~interpersonal skills~~
- ~~training received (to the extent available)~~

~~Appeals of unsatisfactory performance appraisals shall be first to the next level manager over the supervisor conducting the evaluation and, thereafter, through the grievance procedure. Supervisors and employees shall receive orientation on the performance evaluation system.~~

~~For the 2006-2007 school year, the October 15 deadline for establishing performance goals is waived.~~

Approved: _____
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #9

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
NOON-HOUR AIDES AIDES/FOOD SERVICE, LOCAL 2350

Proposal Date: December 16, 2009 DPS Proposal: As Is Modified _____
DPS Initials: [Signature]
Union Initials: [Signature]
TA'D Date: 4/29/10

ARTICLE XIX
LIFE INSURANCE

Effective January 1, 1990, the Board shall provide group term life insurance for each member in this bargaining unit, in the amount of \$2,500.00.

The District shall underwrite the cost of group life insurance for all eligible members (employees working 20 or more hours per week) of the bargaining unit. The policy shall provide the payment of \$10,000 to the employee's designated beneficiaries or the employee's estate if the employee should die while in the active service of the District.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

DRAFT

PROPOSAL #10

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
NOON-HOUR AIDES AIDES/FOOD SERVICE, LOCAL 2350

Proposal Date: April 26, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

ARTICLE XIV
SALARY SCHEDULE AND UNIFORM ALLOWANCE

Pay steps for bargaining unit members will be adjusted and paid according to the salary schedule below effective July 1, 2010 through the duration of this Agreement.

Classification	Hourly (Current)	Hourly (Proposed)
Food Service Coordinator	7.90	8.14
Food Service Assistant	7.45	7.67
Satellite Coordinator	7.65	7.88
Noon Hour Aide	7.40	7.62

Approved: _____
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #11

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
NOON-HOUR AIDES AIDES/FOOD SERVICE, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

NEW ARTICLE
WORKER'S COMPENSATION

An employee will maintain employment for a maximum period of one (1) year while receiving workers' compensation benefits.

Approved: _____
Robert C. Bobb, Emergency Financial Manager

PROPOSAL #12

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
NOON-HOUR AIDES AIDES/FOOD SERVICE, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

ARTICLE V
GENERAL DESCRIPTION OF WORK

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

Approved: _____
Robert C. Bobb, Emergency Financial Manager

**Letter of Agreement
between
The School District of the City of Detroit
and
The Detroit Federation of Para-Professional
Noon-Hour Aides Aides/Food Service
Local No. 2350, AFT, MFT, AFL-CIO**

INSTRUCTIONAL REFORM – PRIORITY SCHOOLS

The School District of the City of Detroit ("District") and the Detroit Federation of Para-Professionals Noon-Hour Aides/Food Service, Local 2350, ("Union") agree, by their representatives' signatures below, to abide by the following procedures for the establishment of Priority Schools.

The Priority Schools intend to offer a rigorous educational program which includes extended day/year and measurable expectations. The District shall provide all adopted instructional materials to effectively address the educational and instructional needs of students and staff, including textbooks, supplemental supplies, and equipment.

To implement the Priority Schools' educational program it is essential that there be cooperation between the District and the Union, which parties have agreed to accommodate necessary and unusual requirements in order to implement the Priority Schools – creative teaching methods; acceleration of improved student achievement as measured by MDE standards; creative scheduling; dedicated staff assigned to each school; extended school day/extended year; and parental and community engagement.

This Letter of Agreement ("Agreement") is made by and between the District and the Union for the purpose of establishing certain work rules to govern the operation of Priority Schools. The parameters for the Priority Schools will accommodate the following:

1. The District shall identify the criteria for the establishment of "Priority Schools." Determination of such schools shall be based upon data inclusive of, but not limited to, student performance on standardized tests, student attendance, transiency, chronic discipline and/or violence concerns, and Adequate Yearly Progress (AYP) status, and other provisions identified by No Child Left Behind (NCLB). Priority schools shall not be limited to low performing schools.
2. Schools identified as Priority Schools shall participate in the Shared Decision-Making Program as outlined in the collective bargaining agreement. Upon the selection of the staff, each Priority School shall select a School Leadership Team (SLT) as described in the collective bargaining agreement.
3. The District shall determine which schools will be designated Priority Schools. The Principal will be responsible for interviewing and selecting staff at Priority Schools.
4. Staffing at Priority Schools shall be on an application basis. Criteria for selection shall be determined by the Selection Committee. Interested Union members must apply for assignment to a Priority School and be selected via an interview by the

Principal.

In the event a Priority School is unable to fill positions, any qualified member from a lay-off list may apply based on a job posting and be selected regardless of position on the lay-off list. If no one from the lay-off list applies or is selected, the position may be posted on the District's website for external candidates.

5. There shall be an extended day/school year for the Priority Schools contingent upon funding. If the Priority Schools have an extended school year, members of the bargaining unit shall be paid at their regular hourly rate. Any hours worked beyond the regular school day will be paid at the hourly rate and in compliance with the Fair Labor Standards Act (FLSA).
6. Upon selection to serve in a Priority School, a member will be required to complete prescribed professional development specifically designed to meet the instructional needs of the Priority Schools. During employment at a Priority School, members selected and assigned to a Priority School shall do so with the understanding that their ongoing assignment at the Priority School shall be contingent upon staff meeting evaluative criteria in an annual review process.

The evaluative criteria shall include, but not be limited to, the member maintaining the requirements of the job posting, meeting pre-established benchmarks and targets, making a continuing commitment to all that is prescribed in this Agreement. The established goals and objectives along with the evaluative criteria must be clearly articulated to all members of the bargaining unit at the time of the job posting and selection.

A member who is not meeting the evaluative criteria required by the Priority School, using supportive evidence and data, will be informed of the basis for evaluative findings and may be subject to termination based upon the evaluative findings.

7. In the event a member decides not to return to the Priority School or the Principal advises a member that he/she will not be retained for the following school year, the District shall post the position and the Principal will interview and select a replacement.
8. In the event a member decides not to return to the Priority School or the Principal advises a member that he/she will not be retained for the following school year, that member shall maintain the same rights as any other Union member and be referred to the Division of Human Resources for placement in a vacancy.
9. District-wide layoffs shall occur in accordance with the layoff provisions of the collective bargaining agreement. However, should the district decide to retain members assigned to Priority Schools who would otherwise be laid off, the member with the next highest seniority shall be released from their current assignment until a vacancy becomes available for which the member is qualified.

For the Union:

Donna Jackson

Date: 4/29/10

For the School District of the City of Detroit:

Gwendolyn A. de Jongh

Date: 4/29/10

Approved: _____
Robert C. Bobb, Emergency Financial Manager

**Letter of Agreement
between
The School District of the City of Detroit
and
The Detroit Federation of Para-Professional
Noon-Hour Aides Aides/Food Service
Local No. 2350, AFT, MFT, AFL-CIO**

INSTRUCTIONAL REFORM - SCHOOL-BASED PERFORMANCE BONUS

The School District of the City of Detroit ("District") and the Detroit Federation of Para-Professionals Noon-Hour Aides/Food Service, Local 2350, ("Union") agree, by their representatives' signatures below, to abide by the following procedures for School-Based Performance Bonus.

The District shall identify the funding source for the establishment of a School-Based Performance Bonus Program. The securing of such funds shall be identified prior to the start of each school year. The continuance of the School-Based Performance Bonus shall be contingent upon the securing of the funds for the entire school year.

The District shall identify the criteria and benchmarks for establishing school-based performance pay for bargaining unit members. The criteria may include measureable improvements in student and staff attendance on a school-wide basis, performance on standardized tests, overall student grade point average (GPA), graduation rates, reduction in drop-out rates, attaining and/or maintaining Adequate Yearly Progress (AYP) and other provisions identified by the No Child Left Behind (NCLB) Act.

The established criteria and benchmarks shall be distributed to schools for consideration and interest in the School-Based Performance Bonus program. All schools interested in participating the program shall be guided by the following:

1. The School Leadership Team and the building administration shall meet annually for the purpose of the development and submission of the application for consideration complete with the rationale of interest, strategies to meet the criteria/benchmarks, data pertinent to the identified criteria for consideration, and clearly defined objectives for the school year.
2. Once the schools have been selected, the district shall be responsible for providing the resources for the school to meet the criteria/benchmarks.
3. Selected schools are subject to an annual review of predetermined criteria using supportive evidence and data for each school. A data-based rationale must be provided if a school is not renewed unless the non-renewal is due to lack of identified/available funding.
4. Bonus packages shall be afforded to each school selected. The distribution shall be made one of two ways: 1) utilizing the District's predetermined cash distribution matrix or 2) the School Leadership Team via the SDM shall determine an alternative.

5. Bonus pay shall be paid not later than the end of the first semester of the following school year.
6. This agreement shall not infringe upon the collective bargaining rights of other District employee unions and/or other employees.

For the Union:

Dr. Jack

Date:

4/29/10

For the School District of the City of Detroit:

Gwendolyn A. deGonz

Date:

4/29/10

Approved: _____

Robert C. Bobb, Emergency Financial Manager

**Letter of Agreement
between
The School District of the City of Detroit
and
The Detroit Federation of Para-Professional
Noon-Hour Aides Aides/Food Service
Local No. 2350, AFT, MFT, AFL-CIO**

INSTRUCTIONAL REFORM – SHARED DECISION-MAKING

The School District of the City of Detroit ("District") and the Detroit Federation of Para-Professionals Noon-Hour Aides/Food Service, Local 2350, ("Union") agree, by their representatives' signatures below, to abide by the following procedures for Shared Decision-Making.

Joint Labor-Management Shared Decision-Making Committee

The Joint Labor-Management Shared Decision-Making Committee shall be composed of no more than ten (10) Committee members. The Joint Labor-Management Shared Decision-Making Committee members shall be identified by January 15, 2010. The Committee shall develop a calendar of no less than one (1) meeting per month, with additional meetings scheduled as needed. The Committee shall operate by consensus decision-making.

The Joint Labor-Management Shared Decision-Making Committee shall establish the criteria for the level of school autonomy in shared decision-making. The Joint Labor-Management Shared Decision-Making Committee shall review the application and meet with the Principal and bargaining unit members. The purpose of the meeting shall be to review the areas for which shared decision-making shall apply.

School Leadership Team

The School Leadership Team shall be established at the school level and have no more than twelve (12) committee members, consisting of, but not limited to, the Principal, Assistant Principal (if applicable), and a Union designee/representative. Participating schools shall select School Leadership Teams based upon a peer selection process. Any schools with a team in place as of September 1st will have an opportunity each October to change the composition of its team.

Decisions in accordance with the established policies and practices for shared decision-making shall be made by consensus. The implementation of the decisions will be carried out by the principal and other members of the school staff, as necessary.

Shared Decision-Making

The District and the Union agree that Shared Decision-Making (SDM) is a process in which the School Leadership Team (SLT) will work collaboratively with the Principal in identifying issues, defining goals relative to the Academic Achievement Plan, developing school budgets and formulating policy and the implementation of such. The uniqueness of each school community requires that the organizational and instructional issues discussed are determined by the SLT. The District and the Union agree that in order to achieve SDM at the school level, the SLT must agree to participate in required SDM training and work cooperatively in order to bring about changes, which may include significant restructuring of instruction.

Eligibility and Involvement

All schools are eligible to apply for participation in SDM. School participation shall be voluntary.

Schools involved in SDM shall conduct ongoing self-evaluation based on tools identified and developed by May 1, 2010 by the Joint Labor-Management Committee and modify the program as needed.

Professional Development

The District shall be responsible for making available appropriate professional development and support requested by schools involved in SDM, as well as schools expressing an interest in future involvement in the program.

For the Union:

Dana Jackson

Date:

4/29/10

For the School District of the City of Detroit:

Gwendolyn A. deGoff

Date:

4/29/10

Approved: _____

Robert C. Bobb, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT
AND
THE DETROIT FEDERATION OF PARA-PROFESSIONALS
NOON-HOUR AIDES/FOOD SERVICE, LOCAL 2350

Proposal Date: April 29, 2010

DPS Proposal: As Is Modified _____

DPS Initials: [Signature]

Union Initials: [Signature]

TA'D Date: 4/29/10

ARTICLE XIX
INSURANCE

All full-time bargaining unit members may elect to receive full family health, dental, optical and employee only life insurance as provided below.

Employees must apply for coverage within thirty (30) days of initial employment or during open enrollment periods.

All bargaining unit members shall be required to pay a portion of the premium for health insurance as detailed below.

A. **Life Insurance**

The District shall underwrite the cost of group life insurance for all eligible members of the bargaining unit. The policy shall provide the payment of \$10,000 to the employee's designated beneficiaries or the employee's estate if the employee should die while in the active service of the District.

Effective July 1, 2002, group term life insurance shall be increased to \$10,000.

Effective June 1, 2002, retirees shall have their Life Insurance maintained by the School District of the City of Detroit at \$2,000, until their death.

B. **Health Insurance ~~Hospital Medical Surgical Drug Dental and Vision Insurance~~**

Eligible employees may elect health insurance for himself/herself and eligible dependents.

Effective upon ratification by the parties, bargaining unit members who elect health insurance coverage will be eligible to receive coverage under one of two HMO plans or one of two PPO plans.

Employees choosing HMO coverage will be required to pay 10% of the annual premium cost via payroll deduction.

Employees choosing PPO coverage will be required to pay 10% of the annual premium cost of the chosen PPO plan, plus the difference in premium cost between the PPO plan selected by the employee and the higher cost HMO plan. Such premium cost sharing

will occur via payroll deduction.

Employees choosing PPO coverage will have the following options available:

PPO Plan 1

\$250 (single)/\$500 (family) annual deductible
\$1,500 (single)/\$3,000 (family) annual out of pocket maximum
90% (in-network)/70% (out-of-network) co-insurance
\$20 office visit co-pay

PPO Plan 2

\$500 (single)/\$1,000 (family) annual deductible
\$3,000 (single)/\$6,000 (family) annual out of pocket maximum
80% (in-network)/60% (out-of-network) co-insurance
\$20 office visit co-pay

HMO Plans

\$20 office visit co-pay

Effective the next open enrollment period for school year 2002-2003, the School District of the City of Detroit shall afford members of this bargaining unit paid health insurance at 90% of premium.

- ~~For eligible employees and their otherwise eligible dependents, hospital-medical-surgical-drug-dental and vision coverage (HMSDDV) shall be provided through plans provided by the District.~~

~~Notwithstanding any other provisions of the HMSDDV Insurance Program, an employee hired or re-hired on or after EFFECTIVE DATE OF THE CONTRACT OF THE CONTRACT, shall become eligible:~~

- ~~1) To subscribe in an HMO on the first day of the calendar month after hire, or~~
- ~~2) To subscribe in a PPO or Traditional program after completing (2) years of service. All employees hired or re-hired prior to January 1, 201 shall be eligible to choose the PPO or Traditional HSM plan.~~
- ~~3) The HAP Plan will be amended to become the Health Choice PPA Plan with no reduction in benefits with an out of network benefit.~~
- ~~4) OmniCare will be amended to the OmniPlus (POS) with no reduction in benefits with an out of network benefit.~~
- ~~5) Blue Care Network will be amended to the Blue Cross/Blue Shield POS plan with no reduction in benefits with an out of network benefit.~~
- ~~6) Blue Cross/Blue Shield PPO as proposed.~~
- ~~7) The cost of mammograms, pap smears and prostate screening will be paid for all unit members regardless of the insurance coverage that is selected by the members.~~

- C. ~~**OPT-OUT:** Employees who are covered by a health care plan offered by an employer other than the District and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the District, may each enrollment year at the time of the enrollment period, opt-out from District coverage and for said enrollment year receive \$1,200 payment from the District as payment in full. Once an employee opts out~~

for a given year, the employee will not be able to receive the District's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternate coverage. If the employee returns to the District's coverage under the conditions just stated, the employee shall pay back prorated the said \$1,200 provided herein. The \$1,200 will be paid for each enrollment year that the employee elects to opt out under this provision.

D. **Dental**

Eligible employees may elect dental insurance for himself/herself and eligible dependents. Eligible employees may choose one of two dental plans. Employees shall contribute 10% of the cost of the dental insurance selected.

~~Full-family insurance coverage includes children who are full-time students up to age 25.~~

E. **Optical Insurance**

The District shall provide a comprehensive full-family optical care program to all full-time employees.

Dependent children enrolled in school as full-time students shall receive optical coverage to age twenty-five (25).

~~Full-family insurance coverage includes children who are full-time students up to age 25.~~

F. **Prescription Co-Pay**

The co-pay for generic equivalent prescription drugs will be five dollars (\$5) per prescription, the co-pay for generic, formulary prescription drugs will be twenty-five dollars (\$25) per prescription and the co-pay for non-generic, non-formulary prescription drugs shall be forty dollars (\$40).

Employees will have the option of utilizing mail order prescription service for maintenance medications prescribed for more than thirty (30) days. Employees utilizing the mail order prescription drug program will receive a ninety (90) day supply at a cost of two (2) prescription co-pays.

~~Effective January 1, 2003, the co-pay for generic equivalent prescription drugs will be three dollars (\$3.00) per prescription and co-pay for non-generic prescription drugs will be eight dollars (\$8.00) per prescription. If there is no generic equivalent, the co-pay will be three dollars (\$3.00) per prescription.~~

~~Employees will have the option of utilizing mail order prescription service for maintenance medications prescribed for more than 30 days. There will be no co-pay for the service.~~

G. **Emergency Room and Urgent Care Co-Pay**

The emergency room co-pay for non-emergency care will be one hundred dollars (\$100) per visit. The urgent care co-pay shall be fifty dollars (\$50) per visit

~~Effective January 1, 2003, the Emergency Room co-pay for non-emergency care will be fifty dollars (\$50.00) per visit.~~

Approved: _____
Robert C. Bobb, Emergency Financial Manager

**Settlement Agreement
Between
The School District of the City of Detroit
and
The Detroit Federation of Para-Professionals
Noon-Hour Aides/Food Service, Local No. 2350, AFT, MFT, AFL-CIO**

It is hereby agreed by and between the School District of the City of Detroit and the Detroit Federation of Para-Professionals, Noon-Hour Aides/Food Service, Local No. 2350, AFT, MFT, AFL-CIO, in final settlement of all outstanding issues under negotiation, as follows:

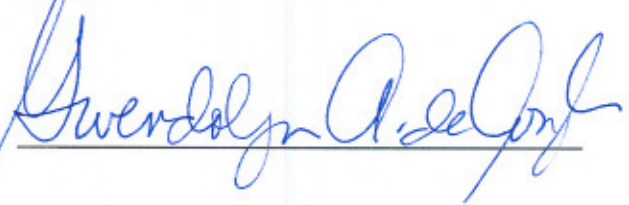
1. The parties' new Collective Bargaining Agreement, the terms of which are fully set forth herein, shall be in effect for the period of July 1, 2008 through June 30, 2014;
2. All provisions of the expired Agreement not specifically changed herein are carried forward into this Agreement.

For the Detroit Federation of Para-Professionals,
Noon-Hour Aides/Food Service, Local No. 2350,
AFT, MFT, AFL-CIO



Date: 4/29/10

For the School District of the City of Detroit



Date: 4/29/10

APPROVED: _____
Robert C. Bobb, Emergency Financial Manager

Date: _____

Approved: _____
Robert C. Bobb, Emergency Financial Manager