

**SETTLEMENT PROPOSALS  
BETWEEN**

**THE SCHOOL DISTRICT OF  
THE CITY OF DETROIT**

**TO**

**THE DETROIT FEDERATION OF  
PARAPROFESSIONALS  
LOCAL 2350, AFT, MFT, AFL-CIO  
NOON HOUR AIDES, OFFICE OF SCHOOL NUTRITION**

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**MARCH 15, 2013**

# Settlement Agreement

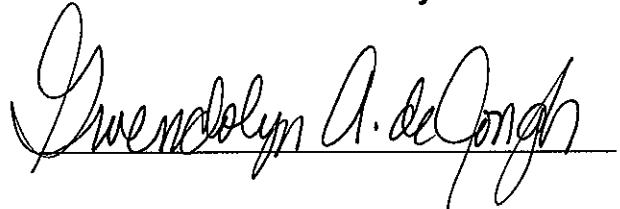
Between  
The School District of the City of Detroit  
and  
The Detroit Federation of Paraprofessionals,  
Noon-Hour Aides Aides/Office of School Nutrition, Local 2350

It is hereby agreed by and between the School District of the City of Detroit and the Detroit Federation of Paraprofessionals, Noon Hour Aides/Office of School Nutrition, Local 2350 in final settlement of all outstanding issues under negotiation as follows:

1. All provisions of the current Collective Bargaining Agreement ("Agreement") (July 1, 2008 through June 30, 2014) not specifically changed herein are carried forward into this Agreement.
2. The parties' Collective Bargaining Agreement, the terms of which are fully set forth herein, shall be extended through June 30, 2016.

Detroit Federation of Paraprofessionals

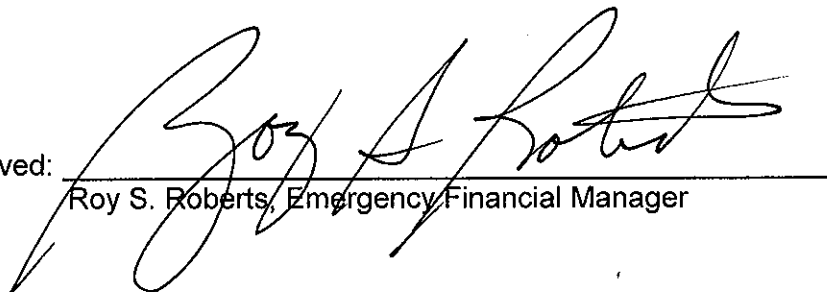
School District of the City of Detroit



Dated: March 18, 2013

Dated: March 19, 2013

Approved:



Roy S. Roberts, Emergency Financial Manager

THE SCHOOL DISTRICT OF THE CITY OF DETROIT  
AND  
THE DETROIT FEDERATION OF PARA-PROFESSIONALS  
Noon-Hour Aides Aides/Office of School Nutrition, Local 2350

Proposal Date: March 15, 2013

DPS Proposal: As Is \_\_\_\_\_ Modified \_\_\_\_\_

DPS Initials: \_\_\_\_\_

Union Initials: \_\_\_\_\_

TA'D Date: \_\_\_\_\_

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.

**Office of School Nutrition Employees**

If a layoff becomes necessary, the following procedure will be followed: Employees of the bargaining unit will be laid off in accordance with and subject to the following District criteria: (1) performance evaluation, (2) attendance, (3) disciplinary record and (4) seniority.

Employee(s) laid off through the procedure stated in this Agreement shall be maintained on a recall list for a period of one (1) year at which time the recall rights shall terminate.

- B. **Recall** 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).

**Office of School Nutrition Employees**

Employees will be recalled in the inverse order of their layoff in accordance with and subject to the following District criteria: (1) performance evaluation, (2) attendance, (3) disciplinary record and (4) seniority.

A District employee covered by this agreement shall return to work as directed by the District within five (5) calendar days of the date of the notice of assignment letter or three (3) calendar days if notified by telephone or email (absent extenuating circumstances as determined by the District). Failure to respond to

the written notice within the timelines above will result in the employee being considered as a voluntary quit and the District shall be under no further obligation to the employee.

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

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

Unit members are laid off after the third (3<sup>rd</sup>) 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.

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ARTICLE X  
GRIEVANCE PROCEDURE

**Computation of Back Wages and Overpayment**

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

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

**Step 1**

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

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

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

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

**Step 2 – Appeal to Chief Executive Officer**

Within twenty-one (21) calendar days after receipt of the decision of the principal or the applicable unit head, the Union may appeal to the Chief Executive Officer (through the Office of Labor Relations the decision rendered by the principal or the applicable unit head. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based and shall include a copy of the grievance

and all decisions rendered. A copy of the appeal shall be sent to the principal or the applicable unit head.

The Chief Executive Officer or his/her designated representative shall meet with the parties concerned within twenty-one (21) calendar days after receipt of the appeal request. Within twenty-one (21) calendar days after the conference, the Chief Executive Officer shall render a written decision which shall be forwarded to the Union, and the principal or the applicable unit head.

### **Step 3 – Arbitration**

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

- a. In writing, submit to the other party a Demand for Arbitration of any grievance under this Agreement to final and binding arbitration. If the parties are unable to agree upon an arbitrator within seven (7) calendar days of notice to arbitrate, the party demanding arbitration shall refer the matter to the Michigan Employment Relations Commission or the American Arbitration Association by mutual agreement of the parties, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute at his discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing no later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be advisory only and not binding upon the parties.
- b. Or if party so requests, the School District and Union representatives will meet further to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation. In Steps 1 and 2 any decision not appealed to the next step of the grievance procedure within twenty-one (21) calendar days from the date a written decision is furnished in accordance with the provisions set forth above, unless an extension is agreed upon in writing shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual, written consent.

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ARTICLE XIV  
SALARY SCHEDULE AND UNIFORM ALLOWANCE

- A. **Wage Concession.** The economic concessions, including but not limited to reducing the base wage scale by 10% currently in operation will remain in effect for the duration of this Agreement.
- B. **Wage Reopener.** There will be a wage reopener for the 2014-2015 fiscal year and/or the 2015-2016 fiscal year.
- C. **Surplus Bonus.** To the extent that the District is able to generate a surplus after operating debt service payments and generate a reduction in the General Fund accumulated deficit, a one-time bonus would be paid to members of Detroit Federation of Paraprofessionals (NHA/School Nutrition).
  - 1. **Bonus**

To the extent that the District is able to generate a surplus after operating debt service payments and generate a reduction in the General Fund accumulated deficit, a one-time bonus would be paid to members of NHA/School Nutrition. The terms and conditions for payment of this one-time bonus are as follows:

    - a. For each \$7 million reduction (before the one-time bonus and with no proration) in the General Fund accumulated fund deficits generated during the fiscal year ended June 30, 2013, June 30, 2014 and June 30, 2015, each qualified NHA/SCHOOL NUTRITION member will receive a 1% one-time salary and wage bonus.
    - b. The maximum bonus percentage is five percent (5%) of an eligible employees base salary earned during the respective bonus year.

- c. The amount of any one-time bonus will be calculated based on the District's audited financial statements for the respective fiscal year ended. The bonus will be paid by December 31<sup>st</sup> following the end of the respective fiscal year in which the one-time bonus was generated.
- d. To qualify for the bonus for a respective year, an employee would be required to be employed by the District on November 20<sup>th</sup>, following the year the bonus was earned. NHA/SCHOOL NUTRITION members who are eligible to receive the OSN "Efficiency" bonus will not be eligible to receive the bonus prescribed under this Article.
- e. There is no guarantee that a bonus will be generated and the results of the District's audited financial statements for the respective fiscal year are final.
- f. NHA/SCHOOL NUTRITION members who are eligible to receive the OSN "Efficiency" bonus will not be eligible to receive the bonus prescribed in this Article.

**D. 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.

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

**F. Uniform Policy and Uniform Allowance**

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

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

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



**G. Wages**

**Effective January 1, 2012 – June 30, 2014**

Employees assigned to the OFS will receive an eight percent (8%) wage increase (see chart below). The chart below lists the new hourly rate for the job classifications.

<b>Classification</b>	<b>Hourly (Current)</b>	<b>Hourly (New)</b>
Food Service Coordinator	8.14	8.79
Food Service Assistant	7.67	8.28
Satellite Coordinator	7.88	8.51
Noon Hour Aide	7.62	8.23

The increase will be retroactive to January 1, 2012 for employees assigned to the Office of School Nutrition (as of the date of this agreement) through the duration of the parties' Agreement.

All employees assigned to the OFS, with the exception of the Food Service Specialist, will receive the eight percent (8%) wage increase.

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ARTICLE XVI  
ILLNESS DAYS

- A. 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:  
  

$$\text{service hours per day} \times \text{days/year} \times \text{accrual factor}$$
- 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. Short term leaves of absence may be granted consistent with Board of Education policy.
- D. If an employee is absent for four (4) consecutive days, he/she will be sent a certified letter by the school principal or immediate supervisor, with a copy to Human Resources requesting her/him to contact Human Resources within a five (5) day period. Failure to do so, the employee shall be considered a quit and employment will be terminated by the Board.
- E. If an employee is absent more than fifteen days within a year, she/he will be terminated. The employee will receive a written warning notice after the tenth absence apprising them of the situation. The Union representative shall be present.
- F. Upon written request, the District may grant a leave of absence for a period not to exceed one (1) year. The District will terminate an employee who has been unable to work for one continuous year.

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ARTICLE XVII  
UNION MEMBERSHIP DUES OR AGENCY FEES

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

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

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

- B. All employees employed in the bargaining unit or who become employees in the bargaining unit who are not already members of the Union, shall within sixty (60) days of the effective date of this provision, or within sixty (60) days of the date of hire by the Board, whichever is later, become members, or in the alternative, shall within sixty (60) days of the effective date of this provision, or within sixty (60) days of their date of hire by the Board, whichever is later, as a condition of employment, pay to the Union each month a service fee in the amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members.
- C. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).
- D. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues or service fees.

- E. The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.
- F. Failure of an employee to comply with this provision shall be cause for his/her termination.
- G. If any provision of the Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

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ARTICLE XXI  
WORKERS' COMPENSATION

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

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ARTICLE XXII  
MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

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ARTICLE XXIII  
CRIMINAL HISTORY RECORD CHECK

A. Criminal History Record Check

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

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ARTICLE XXIV  
DIRECT DEPOSIT/DEBIT CARD

The District has the right to and will implement, at its discretion, the payment of wages to employees covered by this agreement through direct deposit or a payroll debit card and issue pay advices electronically in accordance with state law.



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ARTICLE XXV  
OFFICE OF SCHOOL NUTRITION – COMPENSATION AND STAFFING

By their representatives' signatures below, the parties agree to the following:

**A. Wage Increase**

Effective January 1, 2013, the District will provide a 10% wage increase on pre-concession wages to all Office of School Nutrition ("OSN") employees who are members of the bargaining unit represented by Detroit Federation of Para-Professionals, Noon Hour Aides/Office of School Nutrition Local 2350 ("NHA/School Nutrition") union with wages currently paid out of Fund 25. The employees will be subject to the current 10% wage concession. NHA/School Nutrition members who are assigned to Early Childhood will not be eligible for the wage increase.

**B. Efficiency Bonus for 2011-2012 fiscal year**

The District will pay a one-time "Efficiency Bonus" to Office of School Nutrition employees whose wages are paid by Fund 25 based on actual earnings from the time period of July 1, 2011 through December 31, 2012 with the following terms:

- The bonus would be a percentage of earning for each employee as described more fully below.
- The bonus percentage would be calculated as follows: 2% for each \$1 million dollars of the OSN's net increase in fund balance (Fund 25) per the District's audited financial statements, with a maximum of 10%.
- To receive the bonus, an employee must have been a Fund 25 employee during the 2011-2012 fiscal year. Eligible employees must also have been employed by OSN on December 31, 2012.
- The OSN's Efficiency Bonus for the 2011-2012 fiscal year will be 10% of actual earnings.

- The Efficiency Bonus will be excluded from pension and related deductions, but will be subject to the normal statutory deductions such as FICA and federal, state and city income taxes.
- NHA/School Nutrition members who are assigned to Early Childhood are not eligible to receive the efficiency bonuses prescribed under this Article.

**C. Efficiency Bonus for 2012-2013 fiscal year**

The District will provide the 2013 "Efficiency" Bonus to OSN Fund 25 employees with the following terms:

- The 2013 "Efficiency" Bonus will be based on actual employee earnings for the time period of January 1, 2013 through June 30, 2013 and satisfactory performance evaluation, if applicable.
- The bonus percentage would be calculated as follows: 2% for each \$1 million dollars of the OSN's net increase in fund balance (Fund 25) per the District's audited financial statements, with a maximum of 10%.
- Employees must be on the payroll during the 2012-2013 fiscal year and an active employee as of June 30, 2013.
- The District will distribute the payment on or before December 31, 2013.
- The bonus will be excluded from pension and related deductions, but will be subject to the normal statutory deductions such as FICA and federal, state, and city income taxes.

**D. Subsequent "Efficiency" Bonuses through 2015-2016 fiscal year**

Subsequent "Efficiency" Bonuses will be paid based on employee's earnings for the time period of July 1<sup>st</sup> through June 30<sup>th</sup> of the respective fiscal year and satisfactory performance evaluations, if applicable, payable in January of the subsequent calendar year.

- The bonus percentage would be calculated as follows: 2% for each \$1 million dollars of the Office of School Nutrition's excess fund balance, with a maximum of 10%, for the previous fiscal year.
- The bonus will be excluded from pension and related deductions, but will be subject to the normal statutory deductions such as FICA and federal, state, and city income taxes.

**E. Termination/Modification Bonus Plan**

The District reserves the right to modify the terms and amounts of the bonus payment. The District, at its discretion, may terminate or modify the incentive plan design (percentage calculation), eligible employees and distribution cycles. Upon termination of employment, other than for cause, the employee shall be paid her/his "Efficiency" bonus provided he/she meets the above requirements for the bonuses.

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**ARTICLE XXVI  
DURATION**

The collective bargaining agreement between the School District of the City of Detroit and the Detroit Federation of Para-professionals effective July 1, 2008 through June 30, 2014 is modified, renewed and extended with an expiration date of June 30, 2016.

The parties will revise the prior agreement to modify dates. The agreement shall be revised to reflect an expiration date of June 30, 2016.

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ARTICLE XIX  
INSURANCE

All full-time employees shall 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 eligible 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 (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.

B. **Health Insurance**

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

Effective January 1, 2014, bargaining unit members who elect health insurance coverage will be eligible to receive coverage under an HMO plan or a PPO plan.

Employees choosing HMO coverage will be required to pay 20% of the annual premium cost via payroll deduction.

Employees choosing PPO coverage will be required to pay 20% 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

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 20% of the cost of the dental insurance selected.

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).

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.

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

H. **Health, Dental and Vision Reopener**

There will be a re-opener for health, dental, and optical insurance benefits for fiscal years 2014-2015 and 2015-2016.

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

**Letter of Agreement  
between  
The School District of the City of Detroit  
and  
The Detroit Federation of Para-Professionals  
Local 2350**

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By their representatives' signatures below, the Detroit Federation of Para-Professionals ("the Union") and the School District of the City of Detroit ("District") agree to modify the parties' Collective Bargaining Agreement in regards to the classifications of the Food Service Specialist and Food Service Coordinator as follows:

**1.0 FOOD SERVICE SPECIALIST**

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


- 1.1 Wages** – The salary range for the classification is \$10.50 - \$11.50 (post concession).
- 1.2 SERV SAFE Certification** – The Food Service Specialist position requires a current SERV SAFE certification during the course of employment.
- 1.3 Eligibility** – All individuals who are current bargaining unit members as of the execution date of this Letter of Agreement are eligible to apply for the position.
- 1.4 Training** – The District will provide training to all individuals who are bargaining unit members as of the execution date of this letter of agreement.
- 1.5 SERV SAFE Examination** – The District will provide the opportunity for all existing bargaining unit members to take the SERV SAFE examination. The bargaining unit member must pass the examination with a score of 75% in order to receive the SERV SAFE certification. Those members who receive a score of 50% to 74% will receive a second opportunity to take the SERV SAFE examination at the expense of the District. Those members who do not pass with a 75% or higher the second time will be given a third opportunity to take the SERV SAFE examination at the expense of the employee in the amount of \$50.00. The District will not pay for any additional training or SERV SAFE examinations for those members who receive a score lower than 50% or who do not pass the examination the third time.

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

2.0 **FOOD SERVICE COORDINATOR**

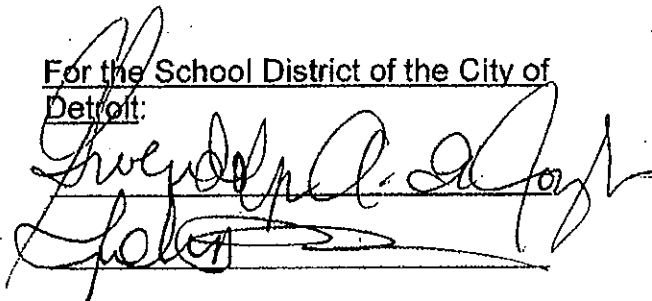
Effective September 1, 2012, the position of Food Service Coordinator will be eliminated. Existing Food Service Coordinators who do not successfully pass the SERV SAFE examination by August 30, 2012 will not be eligible to hold the position of Food Service Specialist and will have no further right or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

For the Union:

  
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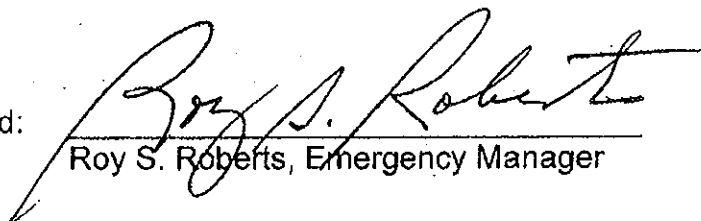
Date: June 25, 2012

For the School District of the City of Detroit:

  
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Date: June 25, 2012

Approved:

  
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Roy S. Roberts, Emergency Manager