

AGREEMENT BETWEEN
BOARD OF EDUCATION OF THE CITY OF FLINT
AND
FLINT VOCATIONAL/TECHNICAL ASSOCIATION, MEA/NEA

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AGREEMENT BETWEEN

BOARD OF EDUCATION OF THE CITY OF FLINT

AND

FLINT VOCATIONAL/TECHNICAL ASSOCIATION, MEA/NEA

THIS AGREEMENT entered into this 1st day of July, 2005 by and between the **BOARD OF EDUCATION OF THE CITY OF FLINT**, hereinafter called the "Board," and the **FLINT VOCATIONAL/TECHNICAL ASSOCIATION, MEA/NEA**, hereinafter called the "Union."

WITNESSETH:

WHEREAS, the Board and the Union recognize and declare that providing a quality education for the students of the School District of the City of Flint is their mutual aim, and

WHEREAS, the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended from time to time, to bargain in good faith with respect to hours, wages, terms, and conditions of employment of Board Personnel being fully described in Article 1 hereof, and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

Recognition

A. The Board hereby recognizes the Union as the exclusive bargaining representative for all Vocational Technicians as defined by the Commission in the certification of election of representative held April 8, 2005, Case No. R 05 A-004.

B. Definitions

The terms "Board" and "Union" shall include authorized officers, representatives, and agents. Despite reference herein, the "Board" and "Union" as such, each reserves the right to act hereunder by committee, or designated representative.

Reference to male employees shall include female employees and reference to female employees shall include male employees.

ARTICLE 2

Membership, Fees, and Payroll Deductions

- A. All vocational technicians, except shall, as a condition of continued employment by the Board:
 - 1. Maintain membership in the FVTA, MEA/NEA, or
 - 2. Pay a representation fee equivalent to the amount of dues uniformly required of members of the FVTA, MEA/NEA (which dues shall include the dues of the MEA and NEA), less any amounts not permitted by law.
- B. During the term of this Agreement the Board will honor written assignments of wages to the Union for the payment of Union dues, initiation fees, representation fees, and voluntary MEAPAC. deductions. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement.
- C. The Union shall notify the Executive Budget Director in writing of the amount of such dues, fees, and voluntary MEAPAC deductions. The Board will cause such dues, fees, and voluntary MEAPAC. deductions to be remitted promptly to the Union together with a written statement of the names of the employees for whom such deductions were made. Deductions will be made twice monthly.. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.
- D. All employees presently employed by the Board of Education shall make the above payment to the Union on the first full pay period after the ratification of the contract by the members and the Board. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) days of employment with the Board of Education.
- E. The Board shall provide each new employee hired, at the time of hiring, an assignment of wages form for payment to the Union of Union dues, representation fees, initiation fees, and voluntary MEAPAC. deductions. Assignment of wage form will be furnished to the Board by the Union.

The Board shall inform each new employee hired, at the time of hiring, that failure to begin payment of Union dues or agency fees after the completion of his/her thirtieth (30th) day of employment will result in the commencement of termination procedures against such employee upon written Union notification to the Office of Human Resources/Legal Affairs.

- F. On or before the tenth (10th) of each month the Board shall inform the Union in writing of all new employees hired and employees returning from a leave of absence in the preceding month. An employee cannot return to work from a leave of absence, Workers' Compensation Leave, or sick and emergency status without prior notification to the Office of Human Resources/Legal Affairs.
- G. The Union shall indemnify the Board against any and all claims, demands suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with provisions A, B, C, D, and E of this Article.

- H. The Unit agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support, or take part in any strike (i.e., the concerted failure to report for duty or willful absence of a bargaining unit member from his/her position or stoppage of work or abstinence, in whole or in part, from the full faithful, and proper performance of the bargaining unit member's duties of employment) to occur during the life of this Agreement.

ARTICLE 3

Employee Rights

- A. The employees and the Union, as the exclusive bargaining representative of the employees, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by terms of the Agreement.
- B. The Union and its members shall have the right to use school building facilities immediately at the close of school or at other times thereafter for business meetings, provided such facilities are available. Use for other than business meetings shall be in accordance with rental rules applicable to restricted membership organizations. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off school premises so long as the insignia or identification does not disrupt the climate of the instructional process.

The Union and its members shall be permitted use of a bulletin board in each building which shall be located to the extent possible in areas not frequented by students, provided all such information and material is identified with the organization's or the author's name. The Union shall be allowed to distribute informational materials to its members provided all informational material is identified with the organization's or the author's name, and further provided a copy is always given to the building principal or appropriate supervisor. Three (3) copies of any and all of the aforesaid informational material will be sent to the Office of the Executive Director of Human Resources/Legal Affairs. A mailbox will be provided any employee specifically requesting one. The mailbox will be installed at a central location to be determined by the principal.

- C. The Board agrees to furnish to the Union, in response to requests from time to time, information concerning the financial resources of the District, adopted budgets, and such other information as it may reasonably require, together with such information as may be necessary for the Union to process any grievance. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board. Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the Union of that fact prior to the reaching of a final decision with respect thereto and will give the Union the opportunity to meet with either the Financial Committee of the Board or such other representatives as the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation thereof.
- D. The Union agrees to represent equally all employees without regard to membership or participation in or association with the activities of the Union or any other organization.

- E. The provisions of the Agreement shall be applied in a manner that does not violate the civil rights of employees under state and federal law, including but not limited to discrimination on account of sex, sexual orientation, age, race, national origin, disability, religious or political affiliation, and marital status, and without regard to membership in or association with the activities of any employee organization; provided, however, that nothing herein shall be so construed as to prevent the Board from establishing a mandatory retirement age as allowed by law. No employee shall be required to hold membership in any party or any organization or to contribute directly or indirectly to any political party, other organizations, agents or individuals as a condition of employment or continuation of employment.

The Union or its membership shall not be arbitrary, capricious, or discriminatory in the conduct of its rights under this Article.

ARTICLE 4

Board Rights

- A. The Board hereby retains and reserves unto itself, without limitation, except as expressly limited by the terms of this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States. Illustrative of these rights are the following:
1. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
 2. To hire all employees and, subject to the provisions of this Contract and of the law, to determine their qualifications, and the condition of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
 3. To carry on an evaluation of program and to evaluate the effectiveness of individual employee performance;
 4. To adopt rules and regulations that are not in expressed conflict with the terms of this Contract;
 5. To determine the qualifications of employees, including physical conditions;
 6. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement;
 7. The Board shall determine all methods and means to carry on the operation of the schools, including automation.

The Board shall not be arbitrary, capricious, or discriminatory in the conduct of its rights under this Article.

ARTICLE 5

Compensation and Fringe Benefits

Compensation

The hourly compensation schedule for the duration of this agreement is set forth in Appendix A.

Fringe Benefits

A. Fringe benefit entitlement for life insurance and hospitalization coverage is as follows:

30 - 40 hours per week: full benefits

20 - 29 hours per week: half benefits

Less than 20 hours per week: no benefits

B. The Board shall offer to regular full time employees the following Health Maintenance Organizations (HMO's)

1. Health Plus PJ

2. Blue Care Network

Eligible employees will be entitled to choose either of the above programs. Employees regularly employed at least 199 days for the 2005-2006 and 198 days for 2006-2007 and working 20-29 hours per week shall be entitled to 1/2 the premium amount for the coverage they elect during the open enrollment.

No other employee shall be entitled to this hospitalization coverage.

The hospitalization benefits provided under this provision shall not be granted to any employee who is insured under any group or association hospitalization plan which is paid by any other employer or organization, or who is covered under a Board hospitalization plan at the time of enrollment, other than the plan described in this provision. Employees who are eligible for health coverage, who elect not to take the board provided health insurance shall receive cash-in-lieu in the amount of \$2,000 to be paid in quarterly installments, the first payroll following the end of each quarter.

It is understood that the Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the aforementioned insurance coverage.

C. Throughout the life of this agreement, the Board shall provide, without cost to each full-time employee, Group Life Insurance protection which shall pay to the employee's designated beneficiary the sum of \$25,000 upon death, and in the event of accidental death, a sum not less than two times that amount. Any such insurance shall have conversion privilege in the event of termination of employment, if applied for by the individual within 31 days of such termination.

Each employee assigned to work less than full time but one-half time or more (daily or weekly basis of assignment) is entitled to one half the amounts set forth above.

- D. Throughout the life of this agreement, the Board shall provide, without cost to each regularly scheduled employee, as defined above, who works thirty (30) hours or more per week, a long-term disability insurance which provides them with sixty-six and two-thirds percent (66 2/3%) of their regular daily rate after they have been totally and continuously disabled thirty (30) consecutive, paid, scheduled working days with a cap of \$1,800 a month.

Substitutes and those employed less than thirty (30) hours per week are not entitled to the benefit.

- E. Throughout the life of this agreement, the Board shall provide for regularly employed full-time employees at least 199 days for 2005-2006 and 198 days for 2006-2007 the entire premium for dental coverage.

Such plan shall provide a benefit level of eighty percent (80%) of Class I, Class II benefits, and fifty percent (50%) of Class III benefits as hereinafter defined.

1. Class I Benefits:

Includes the basic dental services, i.e., examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment), fillings, crowns, jackets, oral surgery (primarily extractions), endodontic and periodontic services.

2. Class II Benefits:

Includes prosthodontic services--bridges, partial, and complete dentures.

3. Class III Benefits:

Orthodontic services; includes procedures for the prevention and correction of malposed teeth. Class III benefits are for dependent children.

No other employee shall be entitled to this insurance coverage.

Eligible employees as heretofore defined shall receive the dental coverage set forth above irrespective of whether the affected employees or their spouses have dental coverage paid by any employer subject to the following terms and conditions:

1. Employees with spouses employed by the Board that are covered by Board dental insurance, shall be eligible for coordination of benefits through a fifty percent (50%) dental coverage plan so as to receive one hundred percent (100%) of the covered dental charges based on reasonable and customary fees.
2. Employees with spouses employed elsewhere that are eligible for dental insurance other than the plan pursuant to this Agreement, shall be eligible for coordination of benefits through a fifty percent (50%) dental coverage plan so as to receive fifty percent (50%) of the covered dental charges based on reasonable and customary fees.

No other employees shall be entitled to this insurance coverage.

It is further understood that the Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the aforementioned insurance coverage.

- F. Throughout the life of this agreement, the Board shall provide for regularly employed full-time employees at least 199 days for 2005-2006 and 198 days for 2006-2007 (subject to the limitations of the carrier), the entire premium for vision insurance in accordance with the specifications of Blue Cross/Blue Shield Vision Care Certificate, Blue Vision Care (A80) or equivalent except the reasonable and customary charges for frames less the co-payment.

No other employees shall be entitled to this insurance coverage.

The vision insurance benefits provided for under this provision shall not be granted to any other employee who is insured under any group vision plan which is paid by any other employer, or who is covered under the Board's vision plan at the time of enrollment.

It is further understood that the Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the aforementioned insurance coverage.

- G. The Board reserves the right to name the carrier(s) for all benefits detailed in Provisions B, C, D, E and F of this Article.
- H. An option is provided, at Union initiative, to offer alternative fringe benefit plan on such terms agreeable to the parties.

ARTICLE 6

Job Status and Functions of Union Officers

- A. The union will appoint such building representatives and alternates as they deem appropriate. The Union will give notice to lead administrators, and the office of Human Resources, at each facility where a bargaining unit member is employed. The notice shall identify 1) the officers and their titles, 2) building representatives, 3) building alternates, 4) contact information for each.

For the processing of grievances bargaining unit members may be represented by up to two members of the Union including any elected officer, or the Executive Director(s) of the FVTA, MEA/NEA.

- B. No representative or alternate, regardless of when selected, shall function as such until the Office of Human Resources/Legal Affairs and lead administrators have been notified in writing by the president of the Flint Vocational Technical Association. Notice of the selection of representatives and alternates shall be given at the earliest possible date.
- C. Representatives and their alternates and other Union officials shall be permitted to engage in contract negotiations and the adjustment of grievances as provided by law and this agreement.

- D. Any representative or alternate having an individual grievance in connection with his/her own work may ask that another representative or alternate, or Union official assist him/her in adjusting the grievance with his/her supervisor.
- E. Whenever it is mutually agreed by both the Union and the Board that negotiations or other business be conducted during the normal work hours, (as defined in Article 7 A) of a normal school year of a Union member involved, the Union member shall suffer no loss of pay.

ARTICLE 7

Working Year, Week and Hours

- A. The Board will establish work schedules, hours, and determine work assignments for all employees. The work calendar of employees will normally be the same as the teacher calendar, except as expressly stipulated otherwise.
- B. The Board will not regularly expect employees to work in excess of the standard work week as determined by the employee's job description.

All hours worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in a standard work week shall be paid at the rate of one and one-half times the employee's basic hourly rate. All hours must be actually worked and performed in a bargaining unit assignment to be included in the overtime computation.

- C. Each employee is encouraged to attend, without additional compensation, evening meetings (e.g., parent visitations, Open Houses and student graduations); however, participation is strictly voluntary. Employees required to work during other than their regular hours, as directed by the supervisor, shall be compensated at their regular rate for all such hours worked.

ARTICLE 8

Job Descriptions and Assignments

- A. Written job descriptions will be made available to any employee upon request from the Office of Human Resources/Legal Affairs to define his/her responsibilities, and to facilitate the performance of his/her duties. The Board reserves the right to change work loads and job descriptions from time to time.
- B. Vocational Technicians will not be assigned to supervise students unless under the meaningful direction and supervision of a classroom teacher. In instances where teachers are out of the classroom on a scheduled basis for a substantial block of time (not more than one [1] school day), substitute teachers will be obtained, or alternative supervisory arrangements made. If a vocational technician substitutes for at least 55 minutes or more, the employee shall be compensated at the rate of \$7.50 per hour.

C. Documentation:

1. Paperwork and other assignments required by the Board will be accomplished during paid time on the job.
2. Meaningful comments on a periodic basis shall occur as appropriate.

ARTICLE 9

Vacancies and Transfers

- A. When new programs are established which require the services of vocational technicians, the job description listing the requirements will be publicized as described in provision C of this Article.

Applications shall be made in accord with the procedures outlined in provision D of this Article. The employee's right to be considered for such a vacancy will terminate upon the opening of school in the succeeding school year.

- B. Transfers and changes of assignment shall be on a voluntary basis whenever possible. Requests for transfers and changes of assignments shall be made in writing. However, the Board and the Union realize that some transfers will be necessary for administrative purposes. Such transfers shall be made upon the recommendation of the Executive Director of Human Resources/Legal Affairs or his designee, after discussion of the transfer with the Union. Employees will be given two (2) weeks notice of involuntary transfer and the reasons for the transfer, if the employee so requests, except that in those cases in which a transfer must be made in less than two (2) weeks, such notice will be given as time will allow. Employees shall have the right to file a grievance protesting an involuntary transfer. Such transfers shall remain in effect during the pendency of the grievance.
- C. All vacancies in the bargain unit, except temporary vacancies, shall be posted on the employee bulletin board in each building (other than in the summer months), and in the Office of Human Resources/Legal Affairs at least five (5) working days before the vacancies are filled; provided any vacancy may be filled on a temporary basis with written notice to the association for a period not to exceed twenty-three (23) working days; further provided that posting may be waived by agreement between the Union and the Board.
- D. Applications to fill any vacancy or transfer shall be made in the following manner, and no application will be considered which does not meet the following requirements:
1. Each applicant shall fully complete a vacancy, transfer or promotion form provided by the Board;
 2. The employee shall submit the vacancy, transfer or promotion form, along with a current resume including references, to the Office of Human Resources/Legal Affairs prior to the deadline fixed for submitting applications.
- E. Any employee may apply for a vacancy. The Board agrees to consider job-related education, related job experience, skills, performance evaluations, length of time in the school system, attendance record,

interview results, and other relevant factors. An employee must have the ability to perform all the duties and meet all the requirements of the position as set forth in the job description.

In conjunction with the criteria set forth above, vacancies will be filled with the most qualified employee provided that in the event two or more employees applying for a vacant position are equally qualified, the number of months of satisfactory service in the system shall be the determining factor. "Service" in the system for purposes of this agreement shall mean uninterrupted employment with the Board.

An employee who applies for and is not selected to fill a vacancy shall be given written notification. The reasons for denial will be given, if so requested in writing by the employee.

The decision of the Board as to the filling of such vacancies shall be final, provided the criteria set forth above shall not be applied arbitrarily or capriciously.

- F. Any employee approved for change of position shall be transferred within three (3) weeks after being appointed to the position. The Executive Director of Human Resources/Legal Affairs may extend the above time limit to meet the needs of the school system. In the event the applicant is not placed in the new position within the above three (3) week period, the employee shall, upon the conclusion of said period, begin receiving a wage rate equivalent to the rate of pay of the position to which the employee is to be transferred.

ARTICLE 10

Paid Sick and Emergency Leave

- A. Combined sick and emergency leave shall be granted annually to Vocational Technician employees of the Board as follows:
 - 1. 10 days for regularly employed full-time employees at least 199 days for 2005-2006 and 198 days for 2006-2007.
- B. Leave days will be credited to each employee on the first day of employment each school year, except for first year employees, who shall be subject to the following exceptions:
 - 1. First year employees must work at least 90 days to be credited with sick and emergency leave days.
 - 2. First year employees shall be eligible for and may use sick and emergency leave at the rate of half the annual leave allowance during the first half of their year of employment subject to provision one above, and the remainder of their year's allowance during the second half of the year, prorated as indicated in provision three (3) below, from the date of employment to January 1 or to July 1, depending on the employment date.
 - 3. The number of days of combined leave allowed new employees shall be reduced one day for each month or major part thereof that the employee has not reported for work. Any employee beginning work on or after the sixteenth of any given month shall not accrue credit for that month.

- C. Employees working less than 20 hours per week shall not be eligible for sick and emergency leave.
- D. Unused sick and emergency leave days will be accumulated indefinitely.
- E. Accumulated sick and emergency leave days shall be used only for personal illness and emergencies.
- F. Employees regularly employed at least 199 days for 2005-2006 and 198 days for 2006-2007 per year, except first year employees, shall be allowed to use accrued sick and emergency leave days for personal illness or emergency as of the first day of his/her employment year, even if unable to report for duty on the first day of his/her employment year.
- G. Upon an employee's return to work after an illness of more than five (5) working days duration, the employee will submit a Doctor's Verification of Illness or Disability Form (Appendix C) confirming fitness to return to work. In any instance where the immediate supervisor has reason to believe that an employee is using illness as an excuse for absence, the employee will present a Doctor's Verification of Illness or Disability Form. It is understood that prior to the Board requiring an employee to present a Doctor's Verification of Illness or Disability Form for the reason of allegedly using illness as an excuse for absence, except where there is reason to believe that the alleged abuse of sick days arises from a department, building, or the result of prohibited concerted activity sickout, the employee will have been counseled in regard to sick day usage by the appropriate supervisor.
- H. In the event an employee has used more sick and emergency leave days than have been accumulated on a prorated basis, the amount of the excess paid for leave days will be deducted from the last pay check due the employee at the time of the interruption, or the employee's future sick leave.
- I. No employee shall forfeit accumulated sick and emergency leave days during approved leaves of absence periods. An employee shall not be eligible to accrue or to use sick or emergency leave while on leave of absence.
- J. On the date that an employee's resignation becomes effective, all accumulated sick and emergency leave shall be automatically terminated.
- K. The Board reserves the right to establish and/or modify from time to time and/or terminate an employee attendance incentive program. The decision of the Board with respect to the implementation of this provision shall be final provided that if a program is implemented, the criteria for eligibility shall not be applied arbitrarily or capriciously.
- L. Two (2) days of paid personal business leave per year shall be granted annually to all employees regularly employed at least 199 days for 2005-2006 and 198 days for 2006-2007 employees who are regularly scheduled to work at least twenty (20) hours per week.
 - 1. Paid personal business leave days are provided for legitimate business, professional, and family obligations an employee regularly encounters which cannot be met outside the regular school day. Typical of these obligations, although not all-inclusive are: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, honor convocations honoring the employee or members of his/her immediate family, and real estate transactions. This provision for paid personal business leave is not to be used for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping or such activities as yard maintenance.

2. Application for paid personal business leave shall, except in emergencies, be made to the immediate supervisor at least two (2) days prior to the date of such leave on a form provided by the Board (See Appendix E). Said form shall require the employee to stipulate in check-off form the reason for the paid personal business leave. So long as the paid personal business leave is consistent with the purposes of this paragraph it shall be granted. Employees taking paid personal business leave days for reasons other than specifically set forth on the form shall state in specific terms their leave request. Requests made outside the terms set forth on the form but within the spirit of this provision may be granted. Employees taking personal business leave days except as stipulated above shall be subject to discipline.
3. Paid personal business days may not be taken on the first day of school, on the first working day preceding or following a non-teaching day (except Saturday or Sunday), on the opening day of a small game or fishing season, on the first two (2) working days of a deer hunting season, on the working day preceding or following the opening of small game or fishing season, on the working day preceding the opening of deer hunting season or on days when final examinations are scheduled, except that paid personal business leave may be taken on such restricted days if an employee has personal business such as: court appearance, a scheduled medical examination, religious holiday, college graduation exercises, honors convocation honoring the employee, real estate transaction, and other legitimate business on such restricted days, provided that the employee shall, prior thereto, furnish proof of such business to his immediate supervisor.
4. The annual unused paid personal business leave shall accumulate as sick and emergency leave.

ARTICLE 11

Leaves of Absence

A. Leaves of Absence With Pay

The following leaves of absence with pay may be granted for the following purposes subject to the hereinafter stated conditions, and shall not be charged to the employee's sick and emergency leave:

1. Jury Duty and Court Service

An employee who is summoned and reports for jury duty as prescribed by applicable law or who is subpoenaed to serve as a witness in a court action involving the Board of Education or arising out of his/her employment, and upon providing proper notice to the employee's immediate supervisor, shall be paid by the Board an amount equal to the difference between the amount of the wages the employee would otherwise have earned by working during regularly scheduled hours for the Board on that day and the daily jury fees or witness fees paid or ordered paid by the Court (not including travel allowance or reimbursement of expenses) for each day on which he/she reports or performs jury duty or is in court or before an administrative tribunal as a witness and on which he/she would otherwise have been scheduled to work for the Board. Such leaves shall not be charged against the employee's sick and emergency leave allowance. The employee shall, upon demand, submit proof of such service and the amount of pay therefor. An employee is required to report to work any day in which he/she has not been requested to report for jury

duty service or has been excused from jury duty service with more than three (3) hours remaining of his/her scheduled shift.

2. Compensable Illness and Injuries

All employees in the bargaining unit are covered by the Michigan Workers' Compensation Act. The compensation provided therein shall be the only compensation paid to employees entitled to compensation thereunder; provided that any employee may elect to charge lost wages not covered by Workers' Compensation against his/her unused sick and emergency leave to the extent thereof. Payments to employees under this paragraph shall not exceed the employee's regular scheduled daily wage.

3. Holidays

Regularly employed, full-time employees at least 199 days for 2005-2006 and 198 days for 2006-2007 shall be paid for the following holidays when they fall within a calendar week in which the employees are regularly assigned to work; for Christmas Eve, Christmas Day, New Year's Day, and Martin Luther King Day, the employee shall be paid for the holiday if he/she works the last regularly scheduled day prior to the holiday and the first regularly scheduled day after the holiday:

Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day

B. Leaves of Absence Without Pay

Leaves of absence without pay may be approved by the Board. Such leaves shall be confined to study, health, parental, military, and religious leaves. Leaves for any reason shall be granted only after completion of the probationary service with the Flint Community Schools and shall be subject to the following general regulations:

1. Employees on leave of absence for other than military service shall not receive years-of-service credit toward salary increments for the period of the leave. An experience increment may be recommended by division heads, subject to approval by the Executive Director of Human Resources/Legal Affairs, for employees who are on an approved leave for study.
2. Employees may not accumulate sick and emergency leave during leave of absence. Sick and emergency leave accumulation previous to leave of absence shall be credited upon return.

3. Except in emergency situations, an employee desiring a leave of absence shall make the request to the Office of Human Resources/Legal Affairs at least thirty (30) calendar days prior to the beginning of the period for which the leave is requested.
4. The first leave of absence granted to bargaining unit personnel shall not exceed a six-month period, but may be extended by the Board for two additional six-month periods. Such leaves shall not be extended beyond eighteen (18) months except by special action by the Board.
5. An employee on leave for at least six months shall be required to notify the Office of Human Resources/Legal Affairs in writing, not less than thirty (30) days prior to the expiration of leave, whether he/she desires to return to employment or to extend his/her leave. An employee not conforming to the notice requirement may have his/her employment terminated.
6. Leaves of absence for personal reasons may be granted upon written request with approval of the immediate supervisor for illness of members of the family or for other family responsibilities after emergency leave has been expended, or for personal circumstances of a highly unusual or compelling nature.
7. In addition to the general regulations listed above, the following regulations shall apply to leaves granted for specific purposes:

- a. Study Leave

The Board may grant, upon written application, a leave of absence for study for one (1) year without pay. An employee who has been on leave of absence for study may, upon proper notice to the Office of Human Resources/Legal Affairs, have the leave extended for up to two additional six-month periods. An employee may not be granted a subsequent leave of absence for study until he/she has worked for a minimum of six months after returning from the previous leave of absence.

- b. Health Leave

When an employee is ill and has used all of his/her earned sick and emergency leave and all accumulated vacation allowance, the employee is to be placed on leave of absence for the duration of illness not to exceed six (6) months. In no event will an employee's position be protected, without posting, unless mutually extended by the parties, for longer than ninety (90) calendar days beyond the date that the employee's sick and emergency leave days and vacation allowance would have held the position if the employee has used the days, according to his/her regularly scheduled working days on a day-for-day basis, once during the term. The employee must submit a Doctor's Verification of Illness or Disability Form (Appendix C) indicating disability and approximate duration of absence to the Office of Human Resources/Legal Affairs. Exceptions to this paragraph must have the approval of the Executive Director of Human Resources/Legal Affairs. The Staff Assistant, Classified Personnel, will contact the Unit Chairperson prior to the ninety (90) days to determine if an extension is necessary.

Employees absent from work on health leave whose positions are no longer protected, shall be returned to work within thirty (30) calendar days of providing written notice to the Office of Human Resources/Legal Affairs of ability to return to work accompanied by a Doctor's

Verification Form in Appendix C releasing the employee to return to work. Employees shall be allowed to displace the least senior employee within the position for which they are qualified, with the highest number of hours/week.

c. Parental Leave

All employees shall be granted a parental leave without pay at any time for purposes of child-birth. The employee will present a certifying statement of disability to the Office of Human Resources/Legal Affairs, whenever possible, sixty (60) days prior to such a leave. An employee may not return to work unless the employee submits a Doctor's Verification of Illness or Disability Form (Appendix C) confirming fitness to return to work. Parental leave shall be extended for a period not to exceed six (6) months after termination of the employee's disability upon written application to the Office of Human Resources/Legal Affairs.

d. Family/Medical Leave

Family/Medical Leave is granted for one of the following reasons:

1. Birth of a son or daughter, and to care for the newborn child;
2. Placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter, or parent with a serious health condition; or
4. An employee's own serious health condition.

All required paperwork must be filed with the Office of Human Resources/Legal Affairs thirty (30) days prior to commencement of the leave when the need for leave is foreseeable, or as soon as practicable when the need for leave is not foreseeable.

Upon returning to work for family/medical leave, the employee will be entitled to the same job or an equivalent position with equivalent pay.

While on family/medical leave, an employee's health benefits will be continued as if the employee had continued to work.

e. Military Leave

A leave of absence, without pay, for the purpose of governmental military service will be granted in accordance with any applicable state or federal statutes upon reasonable notification to Employer.

f. Religious Holidays

Three (3) days leave of absence without pay shall be granted to employees who wish to observe traditional and customary religious holidays. Such leave shall be granted only if the employee shall file written application therefor with his/her immediate supervisor at least two

(2) working days before such religious holiday. In addition to the above, employees shall be entitled to use one (1) day of sick and emergency leave for religious holidays each year.

g. Other Unpaid Leave

Unpaid leave of absence may be granted for other justifiable reasons by the Office of Human Resources/Legal Affairs upon written application therefor. Such leaves may be granted for not more than sixty (60) days in total and only on the written approval of the Office of Human Resources/Legal Affairs and only when the services of the employee are not immediately required and there are employees available in the department capable of doing his/her work. An employee who accepts employment while on leave under this paragraph will be discharged.

C. Return From Leave of Absence

No employee shall be entitled to return from having used all of his/her accrued sick and emergency leave, except as herein otherwise provided in this article. All such employees shall, however, be given consideration for employment in a position for which they are qualified.

ARTICLE 12

Seniority

A. Seniority is the length of continuous, uninterrupted service within the bargaining unit.

The purpose of seniority is to determine the rights of an employee to a position within the school system, as provided for by the terms of the Agreement.

B. All regular employees shall be on probation for the first year of employment. Upon completion of the probationary period, such employees shall receive seniority credit from the first day worked and shall thereafter accrue such seniority.

C. Seniority accrues from the date of active employment, as described in Article 7A, and will be defined as System Seniority. During periods of unpaid leave, the employee taking such leave will have his/her seniority frozen until he/she returns to work, and the system seniority date will be adjusted by the number of days of unpaid absence from employment. An employee that resigns will lose all accrued seniority and upon a future re-hire will accrue seniority from the new date of hire.

D. All system seniority acquired and credited to any employee prior to the date of this Agreement shall be retained.

E. Seniority lists shall be prepared as soon as possible after the date of this Contract, and shall be revised every year thereafter. A copy of such list shall be given to the Union and copies posted upon the employees' bulletin boards by the 1st day of each school year. Each list shall include the system seniority date.

ARTICLE 13

Reduction in Force

- A. Any employee who is laid off because of a reduction in staff shall be notified at least two (2) weeks in advance, when possible, in writing by the Executive Director of Human Resources/Legal Affairs or his designee.
- B. The Board shall, in an instance of reduction in force, determine the position(s) to be affected.
 - 1. Probationary employees assigned to the affected position(s) shall be laid off in an order determined by the Board.
 - 2. Non-probationary employees assigned to the affected position(s) shall be laid off, with the employee having the least seniority being laid off first.
- C. An employee who has been laid off from an affected position may displace an employee in a position the laid off employee has previously held, provided the displacing employee has more seniority than the employee to be displaced.
- D. It is understood that no application of the aforesaid seniority standard shall, for purposes of layoff or recall, compel the Board to retain or recall any employee in any position for which he/she cannot perform all the duties and meet all the requirements of the position as set forth in the job description.
- E. No position shall be filled, except on a temporary basis while qualified employees entitled to recall remain on layoff. Employees shall be recalled by their seniority, with the most senior qualified employee being recalled first and the least senior qualified being recalled last. The Board agrees that it will not hire new employees for positions within the bargaining unit so long as a qualified employee remains on layoff.
- F. An employee laid off under this Article shall be retained on a recall list for a period equal to the sum of the employee's accrued seniority.

Notice of recall shall be sent to the employee at his/her last known address as recorded in the Office of Human Resources/Legal Affairs, by certified mail, return receipt requested. If an employee fails to report for work within five (5) working days from the date of receipt of the recall notice, the employee shall be considered as having voluntarily terminated his/her employment.

It is understood that such employee is responsible for keeping the Board advised in writing of any change of address, and will not be excused for failure to report for work upon recall if the employee fails to receive a recall notice because of his/her own failure to advise the Board in writing of a change of address.

- G. An employee shall not be permitted to displace another employee who works more hours per day than he/she does.
- H. Definition and Clarification

Position as used in this Article refers to the exact assignment the employee holds, or has formerly held, as evidenced by the job title and job description.

A position is considered one of a kind and seniority will become a factor in layoff only in those instances where more than one employee is assigned to a position.

Positions which are similar or reasonably equivalent are not considered to be the same position for purposes of this Article unless the employee has at least 2,000 current and relevant work hours of experience in the industry.

ARTICLE 14

Discipline of Employees

- A. It is recognized by the Board and the Union that the immediate supervisor as designated by administration may issue written warnings and reprimands to employees. Accumulation of such reports may lead to dismissal. The customary disciplinary progression is set forth in Appendix B.
- B. Copies of warnings and reprimands will be distributed to the Office of Human Resources/Legal Affairs, the affected employee, and the Union. Serious breaches of conduct or failure to meet job responsibilities may lead to instant suspension leading to dismissal. In addition, incidents of which may accumulate within a given period of time may lead to suspension and dismissal. Disciplinary offenses shall include, but not be limited to, the following:

Leaving job assignment during working hours without permission
(Warning to discharge)

Absence of three (3) continuous working days without properly notifying supervisory personnel
(Voluntary quit)

Falsification of personnel or other records
(Reprimand to discharge)

Falsifying time cards of his/her or other employees
(Warning to discharge)

Possessing concealed, unauthorized weapons or explosives on Board property
(Reprimand to discharge)

Theft
(Discharge)

Sleeping on the job during working hours
(Warning to discharge)

Fighting on Board property at any time
(Reprimand to discharge)

Immoral conduct or indecency
(One week to discharge)

Insubordination: A willful disregard of, or an unreasonable delay in complying with an expressed directive, rule and/or practice of the Board (except in instances where safety is involved in carrying out an assignment)
(Reprimand to discharge)

Making false vicious, or malicious statements about any employee or supervisor
(Warning to discharge)

Failure to report to work at the termination of a leave of absence
(Voluntary quit)

Reporting for work under the influence of alcohol or drugs
(Warning to discharge)

Contributing to unsanitary conditions or poor housekeeping
(Warning to discharge)

Engaging in horseplay, running, scuffling, or carelessly throwing things
(Warning to discharge)

Unauthorized distribution of literature, written or printed matter of any description on Board property
(Warning to three (3) weeks layoff)

Reporting late for work repeatedly
(Warning to discharge)

Ringling the time card of another employee
(Warning to discharge)

Abuse, misuse, or deliberate destruction of Board property, tools, equipment, or personal property of any employee in any manner
(Warning to discharge)

Deliberate violation of an established safety practice or rule
(Warning to discharge)

Unexcused failure to call and report reason for not reporting to work. This should be done at least one (1) hour before start of shift
(Warning to discharge)

Unkempt appearance
(Warning to discharge)

Oral warning will remain in effect for period of three (3) months.

- C. Written warnings issued for disciplinary offenses will remain in effect for a period of six (6) months unless the employee has received more than one (1) report within the six (6) month period. In the latter case, all such reports shall remain in effect for a period of six (6) months from the date of issue

of the last report. Written reprimands issued for disciplinary offenses will remain in effect for a period of twelve (12) months. At the end of any twelve (12) month period, or for six (6) months in the instance of an initial written warning, during which the employee has had a record clear of any other reports, all reports for disciplinary offenses shall be removed from the employee's personnel record and returned to the employee upon request.

All discipline for conduct described in Section 380.1230b of the Michigan Compiled Laws (unprofessional conduct) shall be exempt from the removal provisions of Article 14, Section C of this agreement.

- D. It is understood, however, that nothing herein is intended to prevent administration and supervision from taking immediate disciplinary action for serious offenses subject to the grievance procedure.

ARTICLE 15

Evaluation of Employees

The evaluation of the work of employees is the responsibility of and will be done by administrative staff. In order that each employee may be aware of his/her strengths and weaknesses, an evaluation will be periodically given to each employee. Probationary employees will be evaluated on or about the end of the first semester of their employment and prior to July 1 of the year.

Non-probationary employees will be evaluated once during the school year by May 10 unless the employees' services are determined to be unsatisfactory, whereupon the employees may be evaluated up to twice a year. There shall be at least thirty (30) days between the first and second evaluation. If the second evaluation is found to be satisfactory, the first evaluation will be removed from the employees' personnel files. The form to be utilized in such an evaluation is found in Appendix D of the Master Contract. A conference shall take place with the employee and administrative evaluator following each evaluation.

ARTICLE 16

Grievance Procedure

A. Definitions

1. A grievance is a claim by one or more employees of an improper application or interpretation of this Agreement, specifying the part of the Agreement which is claimed to be violated.
2. The term "employees" includes any individual or group of individuals within the bargaining unit hereinbefore defined and covered by this Agreement.
3. The term "days" when used in this paragraph shall mean working days.

B. Purpose

The purpose of the grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement.

C. Representation

1. Nothing herein contained shall be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given an opportunity to be present at such adjustment.
2. Union representatives shall not come into the building to talk to the employees unless they first give notice to the building supervisor.
3. Any bargaining unit employee may be represented at Level One and/or Level Two of this procedure by his or her area representative or, when unavailable, another representative within the Unit, as designated by the Union.
4. The Board's Appeal Committee at Level Two shall consist of the Executive Director of Human Resources/Legal Affairs and the head of the division in which the employee is employed, or their designees.
5. Upon the request of either party hereto or of the bargaining unit employee or employees involved in a grievance, the latter may be present at any level of the grievance procedure.

D. Procedure

The number of days indicated at each level below should be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent of the authorized representatives of each party.

1. Level One

An employee having a grievance shall first take the grievance up with designated building administration. The administrator shall give his/her decision to the employee within **five (5)** working days. If the grievance is not settled, the employee may request the administrator to call the Union representative to handle the grievance. The administrator will call for the representative without undue delay and without further discussion of the grievance until the representative is present.

In all cases involving disciplinary action or discharge, representation shall be made available prior to such action. Grievances filed by probationary employees are not subject to arbitration.

In the event a grievance is not settled through the informal conference procedures outlined above, the grievance shall be reduced to writing on forms to be provided by the Union. The form shall be completed in three (3) copies and signed by the aggrieved employee. A formal grievance must be filed within thirty (30) days after the occurrence of the events giving rise to the grievance. The administrator and the aggrieved employee and/or his/her representative shall meet within ten (10) working days immediately following the signing of the grievance and attempt to adjust the

grievance. Within five (5) days after such meeting the administrator shall give an answer to the grievance in writing, two copies of which shall be given to the Union, and a copy of which shall be attached to the administrator's copy of the grievance form.

2. Level Two

In the event the grievance is not settled at Level One, the employee or the Union may appeal the matter to the Board's Appeal Committee. The appeal shall be initiated by a notice in writing filed in the Office of the Executive Director of Human Resources/Legal Affairs. The appeal shall be heard at the earliest possible date and in all events within ten (10) working days after the notice of appeal has been filed, unless otherwise agreed to by the Board and the Union. The Appeal Committee shall give its answer to the grievance in writing within ten (10) working days after the notice of appeal has been filed.

3. Level Three

Within ten (10) working days of receipt of the answer at Level Two, the Union may, by written notice to the American Arbitration Association, Detroit Office, with a copy to the Office of the Executive Director of Human Resources/Legal Affairs, request that the matter be submitted to arbitration. Such a request shall not include more than one grievance unless the issues in the Demand are directly related, or the parties mutually agree to the contrary. The arbitration hearing shall be conducted in accord with the rules of the American Arbitration Association. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The jurisdiction of the arbitrator shall be limited to a grievance arising out of the interpretation or application of this Agreement or any written amendments hereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto or to specify the terms of a new agreement or to substitute his/her discretion for that of the parties hereto or to assume any of their functions or responsibilities.

If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the parties without decision. The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by such decision. The cost of any arbitration under this paragraph shall be divided equally between the Board and the Union.

In accordance with the Public Employment Relations Act and the rules thereunder, either party may request mediation of a dispute involving the terms of this agreement through the Michigan Employment Relations Commission after a request for arbitration has been filed. The mediation shall be conducted pursuant to the rules of the Michigan Employment Relations Commission.

E. Time Limits on Filing an Appeal

Any grievance not appealed by the Union or aggrieved employee within five (5) working days after receipt of written answers at Level One, and within five (5) working days at Level Two, shall be considered settled on the basis of the last disposition by supervision. If an answer is not received within the time limits set forth above, an appeal may be processed to the next level. A grievance may not be filed after the lapse of thirty (30) days from the date the incident occurs.

- F. It is understood that any charge filed by the Union and/or an employee with a governmental agency such as, but not limited to the Equal Employment Opportunity Commission and/or the Michigan Civil Rights Commission shall not be subject to Level Three hearing under this Agreement. It is further understood that the Board reserves the right to set aside the findings and conclusions of any Level Three award where the employee or Union files with said governmental agency or agencies on a subject or issue previously determined by a Level Three hearing within a twelve (12) month period.
- G. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- H. Any alleged grievance occurring during the period between the termination date of the Master Agreement, unless extended by mutual agreement, and the effective date of a successor Agreement shall not be subject to the grievance procedure unless the contract is extended in writing by the parties. Any grievance which arises prior to the ratification date of the successor Agreement shall not be processed under the successor Agreement.
- I. No grievance shall be filed by any employee more than seven (7) calendar days after the effective date of his/her resignation as determined by the employee's notice of resignation.

ARTICLE 17

Negotiation Procedure

- A. Not later than March 15 of the calendar year in which this Agreement is subject to reopener or expires, the Board agrees to begin negotiations with the Union concerning a successor Agreement, in accordance with the procedures set forth herein. Any Agreement so negotiated shall apply to all employees and shall be reduced to writing and signed by the Board and the Union.
- B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without the school district.
- C. Once tentative agreement is reached, both bargaining teams agree to present and strongly recommend to their respective governing bodies acceptance of the tentative Agreement. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Union present at the ratification meeting.
- D. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- E. In the event the negotiations described in paragraph A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

ARTICLE 18

Working Conditions and Safety

- A. The Board agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees to attempt to instill in each employee by all reasonable means the realization of his/her responsibility to himself/herself, his/her fellow employee, and the Board in the prevention of accidents.
- B. The Board agrees to provide at its own cost, where necessary, such safety devices as it may determine to be necessary.
- C. The Board shall provide an annual allowance of \$75 to employees who wear uniforms in the following platforms: Including but not limited to Foods, Health, Propulsion, Cosmetology, Structural Trades, Investigative Science and Visual Communication. The allowance shall be used for the purpose of providing and maintaining their own safety clothing/equipment consistent with standards unique to their industries. The purchase, upkeep and maintenance of all clothing and equipment shall be the responsibility of the employee.
- D. Employees will be allowed two (2) 15 minute breaks and a 28 minute lunch as scheduled by the Board.

ARTICLE 19

Retirement

- A. The Board shall contribute for each bargaining unit member the necessary employee contribution to the Michigan Public School Employees Retirement System.
- B. All employees who retire after reaching the mandatory retirement age and all employees who retire at any time if at retirement such employees qualify for and receive retirement benefits under the Michigan Public School Employees Retirement Act, shall be entitled to be paid for their unused sick and emergency leave allowance as follows:

Up to 60 days - Full straight time daily rate.

Up to 120 days - One-half of straight time daily rate.

All unused sick and emergency leave in excess of 120 days shall be paid at one-fourth straight time daily rate.

ARTICLE 20

Joint Labor-Management Committee

- A. The parties agree that a Joint Labor Management Committee shall be formed and shall continue to operate during the term of this contract.
- B. The Committee shall consist of four (4) employees appointed by the Union and four (4) persons appointed by the Board. A quorum for a meeting of the Committee shall be eight (8) people.
- C. The Committee shall meet at least once a year and otherwise, as needed. Either the Board or Union may send representatives by proxy. Either party, at its discretion, may request additional meetings beyond the regularly scheduled meetings.

ARTICLE 21

Miscellaneous

- A. Notices: All notices required to be given by this Agreement shall be sufficient if mailed to the Board by ordinary mail addressed to the office entitled to notice at 923 East Kearsley Street, Flint, Michigan 48503, or to such other address as the Board shall direct in writing. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 5095 Exchange Drive, Flint, Michigan 48507, or to such other address as the Union shall direct in writing. All notices to be given to an employee under this Agreement shall be mailed to his/her last address recorded in the Office of Human Resources/Legal Affairs.

It shall be the responsibility of employees to notify the Office of Human Resources/Legal Affairs and their immediate supervisors of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.

- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed or hereafter employed by the Board.
- C. Any case of assault on an employee shall be promptly reported to the Board. The Board shall render all reasonable assistance to the employee (excluding legal counsel) in connection with the handling of the incident by law enforcement and judicial authorities.
- D. Any member of the bargaining unit who is promoted to a supervisory position and who subsequently requests or is requested by the Board to return to the bargaining unit shall return to the same pay level, category, division, and seniority he/she held prior to his/her appointment to supervision.
- E. Vocational Technicians shall be exempt from reporting to work resultant from a snow or similar emergency, and will be paid for up to two days of said emergencies, not to exceed two days in total per year. On the third such snow or emergency day in the year and after, employees shall not report to work or be paid in the event that schools are closed resultant from a snow or similar emergency. Employees affected by this provision shall not have their work year increased or diminished as a result of the application of these procedures.

ARTICLE 22

Term of Agreement

- A. This Agreement shall not become effective until ratified by the Board and members of the Union and upon ratification shall remain in full force and effect without change, addition or amendment until the 30th day of June, 2007.
- B. Notice for purposes of negotiating a successor agreement as to wages, hours, and conditions of employment shall be given in writing by the party desiring to reopen the Agreement on or before March 15, 2007 and negotiations shall commence as soon thereafter as shall be feasible.
- C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties, and no departure from any provisions of this Agreement by either party, or by their officers, agent, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.
- D. If any law now existing or hereinafter enacted or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion. And if agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation.

Having agreed to the terms and conditions set forth in this agreement, the parties' on this 27th day of February, 2006, set forth their signatures below:

For the Union:

Brian Veenhuis, Chief Negotiator

Patricia J. Wartella, President

Ray Marshke, Vice President

Robin Heid

For the District:

Stephanie Robb-Martin, President

David A. Comsa, Chief Negotiator

Robert Allen, Chief Financial Officer

Beverly Brown, School Business Liaison

Bettye Harris, Steward, Career Technical

Elizabeth Williams, Specialist, HR/LA

APPENDIX A

FLINT COMMUNITY SCHOOLS

Vocational Technicians
Hourly Rate Schedule

2004-2005

WAGES FROZEN BY AGREEMENT

*2005-2006 – 1%

1 st year	\$12.80
2 nd year	\$13.44
3 rd year	\$13.79

2006-2007 – 1%

1 st year	\$12.93
2 nd year	\$13.57
3 rd year	\$13.93

LPN and RN
Hourly Rate Schedule

*2005-2006 – 1%

1 st year	\$16.16
2 nd year	\$17.17
3 rd year	\$18.18

2006-2007 – 1%

1 st year	\$16.32
2 nd year	\$17.34
3 rd year	\$18.36

*In addition a one time only \$50.00 off schedule payment will be made.

APPENDIX B

DISCIPLINARY PROCEDURES

Section One - Disciplinary Offenses

The parties agree that in the instance of those "disciplinary offenses" specifically detailed in Article 14 of the Master Contract, the progressive penalty formula utilized by the Board shall be as hereinafter provided, except as otherwise stated in this Appendix.

- a) First offense -- oral warning
- b) Second offense -- written warning
- c) Third offense -- written reprimand
- d) Fourth offense -- written reprimand with one-day suspension
- e) Fifth offense -- written reprimand, with three-day suspension
- f) Sixth offense -- written reprimand with one-week suspension
- g) Seventh offense -- SUSPENSION WITH LENGTH to be determined up to discharge

It is understood, notwithstanding the foregoing paragraph, that the customary maximum disciplinary penalty to be assessed against an employee in an instance of the "Unauthorized distribution of literature, written or printed matter of any description on Board property" shall be a written reprimand with a three-week suspension.

It is agreed that in an instance of an employee's "Unexcused failure to call and report reason for not reporting to work, this should be done at least one (1) hour before start of shift," the hereinafter stated disciplinary procedures shall be applied with respect to the chain of progressive discipline, notwithstanding the foregoing paragraphs.

Where employee's failure to call results from illness:

- a) First offense -- employee is allowed to utilize sick day, minus portion of shift lost prior to call; disciplinary paperwork is not issued
- b) Second offense -- employee is not allowed to utilize sick day; disciplinary paperwork is not issued
- c) Third offense -- employee is not allowed to utilize sick day; disciplinary paperwork is issued beginning with a written warning, provided the employee has not received previous discipline

In order for an employee to be eligible for consideration under the disciplinary procedures where failure to call in results from illness, the employee must call in not later than two (2) hours into the employee's regularly scheduled shift. Employee calls received subsequent to two (2) hours into the employee's shift shall be treated in accord with the disciplinary procedure hereinafter detailed.

APPENDIX B, Continued

Where employee calls are received subsequent to two (2) hours into the employee's regularly scheduled shift for any reason, but prior to the end of the shift, the customary disciplinary procedure shall be:

- a) First offense -- employee is docked for the day; disciplinary paperwork is not issued
- b) Second offense -- employee is docked for the day; disciplinary paperwork is not issued
- c) Third offense -- employee is docked for the day; disciplinary paperwork is issued beginning with a written warning, provided the employee has not received previous discipline

Employees failing to call in prior to the end of the regularly scheduled shift shall be disciplined in accord with the procedure as set forth in Section One of this Appendix.

It is understood that in any instance where an employee receives discipline in accord with the provisions of Article 14, the employee will customarily receive the next level of discipline beyond the level of discipline previously received by the employee in the progressive disciplinary chain within the timelines provided in Article 14 of the Master Contract.

This is further understood that the Board, in accord with the language of Article 14 of the Master Contract, reserves the right to depart from the customary disciplinary chain provided for in this Appendix, recognizing that to do so will provide the Union or the involved employee with cause to challenge the severity of the penalty assessed through the grievance procedure. In those instances where the discipline penalty assessed to any employee is in compliance with the customary disciplinary chain, the severity of the penalty assessed will not be subject to the grievance procedure.

The foregoing represents the entire modification of the Board's disciplinary procedures.

APPENDIX C

Flint Community Schools
Doctor's Verification of Illness or Disability Form

TO BE COMPLETED BY ATTENDING PHYSICIAN

(Please Print or Type)

-
-
1. Patient's name _____ Age _____
 2. Please state:
 - (a) Patient's complaints _____

 - (b) Objective findings (including results of x-rays, laboratory tests, diagnostic studies, B/P, etc., if relevant) _____

 - (c) Your diagnosis _____
 - (d) Brief history of illness or injury _____

 3. Give all dates of treatments by you during this period of disability:
Office or home _____
Hospital _____
 4. If the patient was confined as a registered bed patient in a legally constituted hospital during this period of disability, please answer the following:
 - (a) Name and address of hospital _____

 - (b) Date of admission _____ 20____ Date of discharge _____ 20____
 - (c) Date of surgery, if any _____ 20____
Surgical procedure _____
 5. Based on your personal knowledge and treatment, how long has the patient been totally disabled solely by this sickness or injury so that he/she was prevented from working?

From _____ 20____ to and including _____ 20____

6. In your opinion, is the patient's disability caused by his/her work for Flint Schools or any other employer?

YES NO

If "YES," please explain on separate sheet.

7. If applicable, is the patient MENTALLY capable of transacting his/her personal affairs (for instance, the endorsing of checks) with the realization of the nature and consequence of his/her acts?

YES NO

8. Has the patient recovered sufficiently to return to work?

YES NO

(a) If "YES," give the date the patient was able to return to work: _____

(b) If "NO," when, in your opinion, may work be resumed? (Please do not use the terms "indefinite," "unknown," "undetermined," etc. If a definite date cannot be determined, please approximate in days, weeks, or months, how long total disability will continue from the date of most recent treatment as indicated above.) _____

Physician's name (please print or type)

Office address _____

Specialty board certification _____

Physician's signature _____

Date completed _____ 20 _____

APPENDIX D
Vocational Technicians
Evaluation Form

Employee's Name _____

Position _____

School or Office _____

Supervisor _____

Examples of Strengths:

Areas Needing Improvement:

Assistance Given by Supervisor or Principal:

Comments:

Plan of Action:

a. Recommendations for improvement and length of time to improve:

b. Results if no improvement:

I have read the above evaluation.

Date

Employee's Signature

Date

Evaluator and Title

APPENDIX E

FLINT COMMUNITY SCHOOLS
Vocational Technicians
Paid Personal Business Leave Form

I, _____, an employee at _____ School, hereby inform
the Flint Board of Education that I shall take a paid personal business leave on

_____ a.m.

_____, 20____,

_____ p.m.

I certify that the reason is in accordance with the provisions of Article 10(L) of the Vocational Technicians Master Contract.

It is agreed that Paid Personal Business Leave days are provided for legitimate business, professional, and family obligations a teacher regularly encounters which cannot be met outside the regular school day. Typical of these obligations, although not all inclusive are: Court appearances, scheduled medical examinations, religious holidays, college graduation exercises, honors convocations honoring the teacher or members of his/her immediate family, and real estate transactions. This provision for Paid Personal Business Leave is not to be used for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping, or such activities as yard maintenance.

This will be the () first 1/2 day, () second 1/2 day, () third 1/2 day, () fourth 1/2 day for the total of ____ day(s) I have requested during this school year.

Date

Employee's Signature

Date

Supervisor's Signature (Approval)