

AGREEMENT BETWEEN
BOARD OF EDUCATION OF THE CITY OF FLINT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 517M, UNIT 101

THIS AGREEMENT entered into this 1st day of July, 2009 by and between the **BOARD OF EDUCATION OF THE CITY OF FLINT**, hereinafter called the "Board," and the **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M, UNIT 101**, 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 Lunch Aides of the Flint Board of Education, but excluding supervisory and all other employees as defined by the Commission in the Consent Agreement of January 9, 2006, Case No. R05 I-120.

B. **Definition**

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.

ARTICLE 2

Membership, Fees, and Payroll Deductions

- A. All employees who are presently working under this Agreement shall not be required to become members of this Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make payments to the Union in the same manner as Union members and shall do the above as a condition of employment. These provisions do not apply to temporary employees.
- B. During the term of this Agreement the Board will honor written assignments of wages to the Union for the payment of Union dues, representation fees, and voluntary C.O.P.E. 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 membership dues, representation fees, and voluntary C.O.P.E. deductions. The Board will cause such dues, representation fees, and/or voluntary C.O.P.E. 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. Normally, deductions will be made on the last pay period of each month. 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 membership dues or representation fees, and voluntary C.O.P.E. deductions. Assignment of wages forms 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 representation fees after the completion of her/his 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 purpose of complying with provisions A, B, C, and D of this Article.
- H. The Union agrees not to strike during the term of this Agreement. The Board agrees not to lock out any employee or employees during the term 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 that 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 that 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 that 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.

- C. The Board agrees to furnish to the Union, within 20 working days, unless mutually extended, in response to written requests presented to the Office of the Executive Director of Human Resources/Legal Affairs, information concerning the financial resources of the district, adopted budgets, and such other 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 Union or its membership shall not be arbitrary, capricious, or discriminatory in the conduct of its rights under this Article. 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. 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 the 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; and
 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

Job Status and Function of Union Officers

- A. The bargaining unit representatives shall consist of: two (2) at-large representatives.
- B. The Union shall appoint representatives and alternates for this group. No representative or alternate, regardless of when selected, shall function as such until the Office of the Executive Director of Human Resources/Legal Affairs has been notified in writing by the Coordinator of the local union. Notice of the selection of representatives shall be given at the earliest possible date.
- C. Representatives and other Union officials shall be permitted to engage in contract negotiations and the adjustment of grievances subject to the limitations set forth in this Agreement.
- D. Any representative having an individual grievance in connection with her/his own work may ask that another representative or alternate or union official assist her/him in adjusting the grievance with her/his supervisor.
- E. Bargaining unit representatives will provide as much notice as possible to their supervisors of union business in which they will be engaged during scheduled work hours.

ARTICLE 6

Working Year, Week, and Hours

- A. The Board will establish work schedules, hours, and determine work assignments for all employees.
- B. The normal work week will be Monday through Friday.
- C. The work year will be determined by the Board. In most cases, the work year and days of work for the Lunch-Aides will follow the twelve-month calendar, the K-12 calendar.

Non-work periods include but may not be limited to the following times when school is closed:

- Fourth of July
- Labor Day
- Thanksgiving Break
- Christmas Break
- Winter Break
- President Day

Martin Luther King Day
Easter Break
Memorial Day
Summer Break
Full Day Inservice Days

ARTICLE 7

Scheduling of Hours

- A. Staff hours are based on the number of children attending the individual Elementary Building. Because the number of children attending the program varies from day to day, fluctuations in staff hours, schedules, and assignments may occur. The Board will determine the hours employees are needed to work and will post a schedule each Friday for the upcoming week.

ARTICLE 8

Absences

- A. Employees who will be absent shall notify their immediate supervisor or her/his designee the night before the absence or at least two hours prior to their scheduled starting time.
- B. Deviations from scheduled hours for any reason must be approved in advance by the employee's supervisor or designee.
- C. Excessive absenteeism, excessive tardiness, or failure to notify the supervisor of absence shall be considered reason for discipline.

Whenever possible, provision will be made for a family emergency, extended illness, or other extenuating circumstances. The Board reserves the right to require documentation verifying reason for absence and/or deviation from scheduled work hours.

- D. Absence from work for three (3) consecutive working days without notification shall be deemed a voluntary quit.

ARTICLE 9

Compensation and Benefits

- A. Compensation

1. The hourly compensation schedule for the years 2008-2009, 2009-2010, 2010-2011 and 2011-2012, are set forth in Appendix A.

ARTICLE 10

Job Descriptions

Written job descriptions will be made available to any employee upon request from the Office of Human Resources/Legal Affairs to define her/his responsibilities, and to facilitate the performance of her/his duties. The Board reserves the right to change workloads and job descriptions from time to time. The Union will be notified if and when this occurs.

ARTICLE 11

Vacancies and Transfers

- A. When a position becomes vacant or new programs are established which require the services of a lunch aide, the job description listing the requirements will be posted on the bulletin board in the Office of Human Resources/Legal Affairs. During the school year, job descriptions for vacant positions will also be posted in all elementary cafeteria locations. All vacancies, except temporary vacancies, will be posted at least five (5) working days before the vacancies are filled. Vacancies may be filled on a temporary basis by displaced staff. Displaced staff will be given the opportunity to transfer to these positions with the understanding that they will have recall rights for a period of one year to the position from which they are moving. Posting of a vacancy may be waived by agreement between the union and the Board.
- B. Transfers and changes of assignment shall be on a voluntary basis whenever possible. However, the Board and the Union realize that some transfers and changes of assignment will be necessary for administrative purposes. Such transfers and changes of assignment shall be made upon the recommendation of the Principal of each elementary building. Employees will be given two (2) weeks notice of involuntary transfer and the reason 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. Applications to fill any vacancy 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 an application form for the posted position.
 2. Completed application forms should be returned to the Office of Human Resources/Legal Affairs.

- D. 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 bargaining unit, attendance record, interview results and other relevant factors in filling vacancies. 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. Employees within the bargaining unit shall have first priority for positions under this article. In the event two or more employees applying for a position have relatively equal ability to perform the work required, seniority shall be the determining factor.
- E. An employee who applies for and is not selected to fill a vacancy shall be given written notification.
- F. 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.

ARTICLE 12

Leaves of Absence

A. Leave 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/personal leave:

1. 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 her/his 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.

2. Jury Duty

An employee who is summoned and reports for jury duty as prescribed by applicable law, 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 wages the employee would otherwise have earned by working during regularly scheduled hours for the Board on that day and the daily jury fees paid by the Court (not including travel allowance or reimbursement of expenses) for each day on which he/she reports or performs jury duty 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/personal day allowance. The employee shall, upon demand, submit proof of such service and the amount of pay thereof. 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.

B. Leaves of Absence Without Pay

Leaves of absence without pay may be approved by the Board. Such leaves shall be confined to family/medical and military. Leaves of absence under this Article, shall be granted only after completion of one year of service with the Flint Community Schools. Leaves of absence without pay 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 or seniority credit for the period of the leave.
2. 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 30 calendar days prior to the beginning of the period for which the leave is requested.
3. An employee who accepts employment while on leave of absence will be discharged.
4. In addition to the general regulations listed above, the following regulations shall apply to leaves granted for specific purposes:

a. Family/Medical Leave

The Board will grant up to 12 weeks of family/medical leave during any twelve-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA), and existing Board policy. To be eligible for family/medical leave, an employee must have worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

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

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.

b. 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.

c. Other Unpaid Leave of Absence

Unpaid leave of absence may be granted for other justifiable reasons by the Office of Human Resources/Legal Affairs upon written application thereof. Such leaves may be granted for not more than twenty (20) calendar 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 her/his work.

ARTICLE 13

Seniority

- A. Seniority is the length of continuous, uninterrupted service with the school system, in the bargaining unit, and shall accrue to an employee during her/his period of active employment, including employees on paid leaves of absence and military leave as provided within this contract.
- B. The purpose of seniority is to determine the rights of an employee to a job within the bargaining unit.
- C. An employee's seniority date shall be established as the employee's last date of hire, and seniority shall be accrued on a continual basis thereafter. Seniority will not accrue during unpaid leaves of absence and layoff, and will be adjusted for the length of the leave and/or layoff.
- D. All regular employees shall be on probation for the first year of their employment as a Lunch Aide or Breakfast. Upon completion of the probation period, such employees shall receive seniority credit from the first day worked and shall thereafter accrue seniority. All probationary employees are subject to dismissal at the will of the Board. All employees whose employment is terminated for any reason, except program termination, must, on re-employment, serve another period of probation.

- E. Any employee working prior to the date of this agreement shall receive seniority credit beginning with the employee's last date of hire.
- F. Seniority lists shall be prepared as soon as possible after the date of this contract and shall be revised every one (1) year thereafter. Copies of such lists shall be given to the union and be posted on employee bulletin boards.

ARTICLE 14

Reduction in Work Force

- A. Any employee who is laid off because of a reduction in staff will be notified at least two weeks in advance, when possible, by certified mail by the Office of the Executive Director of Human Resources/Legal Affairs or her/his designee.
- B. In an instance of reduction in force, the Board will determine the positions to be affected and notify the Union of such reduction. The decision of the Board with respect to said reductions in personnel shall be final.
- C. In the event of a layoff, the procedure below will be followed:
 - 1. Probationary employees assigned to the affected position(s) will be laid off in an order determined by the Board.
 - 2. Non-probationary employees assigned to the affected position(s) will be laid off in the reverse order of their seniority, with the employee having the least seniority being laid off first.
 - 3. During a reduction in workforce non-probationary employees who have been laid off will first be offered any vacant positions that are the same or close to the same as the number of days and hours as the position from which they are being laid off. The Procedure that will follow next, is an employee may at the time of their layoff, displace the least senior employee within the program.
 - 4. Employees laid off through the procedures set forth in this Article will be retained on a recall list for a period equal to the sum of their accrued seniority and will be recalled in the reverse order of their layoff to their former position or to vacant positions, should any become available, without implementing the job posting procedure.
 - 5. The parties reserve the right during a period of reduction to meet and discuss alternative procedures to the implementation of the layoff procedure. Absent mutual agreement by the parties in a timely fashion, the Board reserves the right to implement the provisions set forth. This provision shall become effective after the ratification of this Agreement.
- D. It is understood that no application of the seniority standard for purposes of the layoff and recall procedure will in any manner compel the Board to retain or recall any personnel in any position

for which he/she is not qualified and 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 employees entitled to recall remain on layoff.
- F. An employee laid off under this Article will be retained on a recall list for a period equal to a sum of the employee's accrued seniority.

Notice of recall shall be sent to the employee at her/his 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 her/his employment.

It is understood that such employee is responsible for keeping the Office of Human Resources/Legal Affairs 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 her/his own failure to advise the Board in writing of a change of address.

ARTICLE 15

Discipline of Employees

- A. It is recognized by the Board and the Union that the immediate supervisor, as designated by the Board, may issue warnings and reprimands to employees. Accumulations of such reports may lead to dismissal.

Copies of warnings and reprimands will be distributed to the Office of Human Resources/Legal Affairs, the employee, and the Union.

- B. The discipline of any probationary employee will not be covered by this Article and shall not be subject to grievance.
- C. No member of the bargaining unit will be disciplined without just cause. Just cause will include, but not be limited to:
 - 1. Unsatisfactory job performance;
 - 2. Repeated absence or tardiness;
 - 3. Unauthorized absence;
 - 4. Violations of policies or conditions of employment;
 - 5. Insubordination;
 - 6. Use of alcohol or drugs during working hours;
 - 7. Physical or emotional abuse of a child;
 - 8. Fighting or theft;

9. Unauthorized distribution of literature on Board property; and
10. Failure to comply with safety rules and regulations.

D. In imposing discipline, the following progressive penalty procedure will be followed:

- 1st Offense: Written Warning
- 2nd Offense: Written Reprimand
- 3rd Offense: Notice of Termination

Serious breaches of conduct or failure to meet job responsibilities may lead to instant suspension leading to dismissal. Termination of employment may be appealed to a Board's Appeal Committee made up of the Executive Director of Human Resources/Legal Affairs, the Executive Director of Elementary Education, and the Chief Financial Officer, or their designees. The decision of the Board's Appeal Committee will be final.

E. It is understood that in any instance where an employee receives discipline in accord with the provisions of this Article, 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 time lines provided in the Master Contract.

It is further understood that the Board reserves the right to depart from the customary disciplinary chain, 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.

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-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 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 16 of this agreement.

ARTICLE 16

Evaluation

Evaluation is a tool used to continuously strengthen and promote quality programs and skills. Although employees will be finally evaluated at least once per year, the administration may also use a variety of evaluative methods throughout the year to help employees learn and improve their skills.

- A. Evaluation of employees is the responsibility of the administration. Non-probationary employees will be evaluated at least once a year no later than May 31st by their immediate supervisor using the evaluation form found in Appendix C. Employees will have the opportunity to review, comment on, and sign each evaluation.
- B. If an employee's job performance is unsatisfactory or needs improvement, the employee will be evaluated up to three times per year with at least sixty (60) calendar days between evaluations. It will be considered just cause for discipline up to and including dismissal if an employee receives three (3) unsatisfactory evaluations within a twelve-month period.
- C. A conference will take place with the employee and the evaluator following each evaluation. Employees will receive copies of their evaluations.
- D. Probationary employees will be evaluated at least once during their probationary period. There shall be at least fourteen (14) calendar days between the evaluations. Continued employment is based on these evaluation(s) being satisfactory.

ARTICLE 17

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 her/his responsibility to herself/himself, fellow employees and the Board in the prevention of accidents and exposure control. Failure on the part of the employee to comply with safety rules and regulations may be cause for discipline.
- B. The Board agrees to provide at its own cost where necessary, such safety devices and protective equipment devices as it may determine to be necessary. Employees are required to use the safety devices and protective equipment as provided.
- C. The Board will provide Blood Borne Pathogen/Exposure Control/Universal Precautions training periodically. All employees will be required to attend this training as well as other training in compliance with applicable local, state, and Federal Regulations.
- D. Based on State Licensing and Board Requirements, all Lunch Aides will be subject to a Police Check/Fingerprinting. Continued employment is based on the results of such a police check. Employees found to have record of a felony are subject to dismissal.
- E. Members will follow the current Board Policy on dress.

ARTICLE 18

Grievance Procedure

A. Definitions

1. A grievance is a claim by one or more employees of 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 herein before defined and covered by this agreement.
3. The term "days" when used in this Article shall mean working days.

B. Purpose

The purpose of the grievance procedure will 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 will 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 will 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 her or his area representative, or when unavailable, another representative within the Unit, as designated by the Union.
4. The Board's Appeal Committee at level three will consist of the Lunch Aide, the Building Principal, the Staff Assistant to Human Resources/Legal Affairs, and the Executive Director of Human Resources/Legal Affairs.
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. Time Limits on Filing an Appeal

1. Any grievance not appealed by the Union or aggrieved employee within the time limits set forth, will be considered settled on the basis of the last disposition by supervision. If an answer is not received within the time limits set forth, 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.
2. No grievance will be filed by any employee more than seven (7) calendar days after the effective date of her/his resignation as determined by the employee's notice of resignation.

E. Use of Government Agencies

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 will not be subject to arbitration under this Agreement. It is further understood that the Board reserves the right to set aside the findings and conclusions of any arbitration and award where the employee or union files with said governmental agency or agencies on a subject or issue previously determined by arbitration within a twelve (12) month period.

F. Reprisals

No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.

G. Procedure

As the first step of any grievance procedure, the employee will discuss the issue with their immediate supervisor stating as specifically as possible what is in issue with the objective of resolving the matter informally. If this discussion does not resolve the issue, the grievance procedure will be followed in accordance with the levels indicated below.

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 representative of each party.

Level One

If the issue is not resolved in the discussion between the employee and supervisor, the employee may request that the building principal call the Union representative without undue delay or further discussion. An informal conference, including the employee, the supervisor, building principal, and the Union Representative, will ensue with the objective of resolving the matter informally.

Level Two

Within thirty (30) days of the occurrence, if the grievance is not settled, a formal grievance must be filed by reducing the grievance to writing on a form provided by the Union. The form will be completed in three (3) copies and signed by the employee and submitted as indicated on the form.

Within ten (10) days of the filing of the grievance, the Building Principal, the employee and her/his representative will meet to adjust the grievance.

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

Level Three

Within five (5) days of the receipt of the Board's written answer to the grievance, if the grievance is not settled, the employee and/or her/his representative will appeal the matter to the Board's Appeal Committee. The appeal will be initiated by a notice in writing filed in the Office of the Executive Director of Human Resources/Legal Affairs.

Within ten (10) days of the filing, the appeal will be heard by the Board's Appeal Committee, which will give an answer to the grievance, in writing, to the Union within ten (10) days of the hearing of the appeal. The decision of the Board's Appeal Committee at the level three step shall be final.

ARTICLE 19

Resignation and Retirement

A. Resignation

1. All employees will give written notice of the intention to resign at least two (2) weeks prior to the effective date thereof. Such notice will be filed in the Office of Human Resources/Legal Affairs.
2. Any employee who resigns forfeits all rights.

B. Retirement

All employees become members of the Michigan Public School Employees Retirement System when they commence work and may qualify for retirement benefits upon retirement. The Board will contribute for each bargaining unit member the required contribution to the Michigan Public School Employees Retirement System in accordance with State law.

ARTICLE 20

Negotiation Procedure

- A. Not later than April 1 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 the 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 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 48503-1900, 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 5045 Miller Road, Suite C, 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 her/his 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) calendar 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 accepts a position within the Board outside of the bargaining unit, and who subsequently requests or is requested by the Board to return to the bargaining unit, shall return to the same pay level, employment status, and seniority he/she held prior to her/his appointment to the non-bargaining unit position.
- E. Non-bargaining unit personnel in the active employment of the Board other than lunch aide personnel whose job descriptions require similar duties, shall not perform work on any job covered by the agreement, except in emergencies when regular employees are not immediately available and/or in the instruction and training of employees.
- F. Whenever it is mutually agreed by both the Union and the Board that negotiations or other business be conducted during the normal work hours of a Union involved, the Union member shall suffer no loss of pay.

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, 2012.
- B. Notice of intent to re-open this Agreement 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 re-open the Agreement on or before March 15, 2012, 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.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 517M

By Sandra S. Avery
Sandra Avery, Its Coordinator

By Brenda Miller
Its Union Chairperson

BOARD OF EDUCATION OF THE CITY OF
FLINT

By Vera Perry
Vera Perry, Its President

By Karen Pugh
Karen Pugh, Its Chief Negotiator

APPENDIX A

Flint Community Schools

Hourly Rate Schedule

Lunch Aides

2009-2012

	2008-2009	2009-2010	2010-2011	2011-2012
Lunch Aides	\$7.40	*\$7.40	*	*

* The hourly wages for the Lunch Aides and Breakfast Aides are governed by the Michigan Minimum Wage and Federal Minimum Wage laws. As of July 1, 2008 the Michigan Minimum Wage is \$7.40. Employees shall receive the higher of the two minimum wage rates.

APPENDIX B

S.S. # _____

Last Day Worked _____

Dept. _____

Supervisor _____

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 "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.) _____ 20____

(b) If "YES," give the date the patient was able to return to work: _____ 20 _____

(c) If there are restrictions, please state the nature of the restrictions in specific detail:

Physician's name (please print or type) _____

Office address _____

Specialty board certification _____

Physician's signature _____

Date completed _____

APPENDIX C

FLINT COMMUNITY SCHOOLS
Lunch Aides Evaluation Form

Employee: _____ Program: _____

Supervisor: _____ Date: _____

WORKING WITH CHILDREN

SATISFACTORY

UNSATISFACTORY

- | | | | |
|----|--|--------------------------|--------------------------|
| 1. | Uses patient, positive discipline and communication with children. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Participates actively and enthusiastically with children throughout the day. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Able to keep children safe through redirection, and being alert. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Carries out job responsibilities assertively and effectively. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Demonstrates leadership skills. | <input type="checkbox"/> | <input type="checkbox"/> |

WORKING WITH STAFF/PARENTS

- | | | | |
|----|---|--------------------------|--------------------------|
| 1. | Able to give and receive feedback and suggestions. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Communicates positively with other staff | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Works with staff to calmly, effectively meet the needs of the children. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Works as a team member. | <input type="checkbox"/> | <input type="checkbox"/> |

PERSONAL AND PROFESSIONAL QUALITIES

- | | | | |
|----|---|--------------------------|--------------------------|
| 1. | Understands and follows confidentiality and program reporting procedures. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Behaves in a professional manner. | <input type="checkbox"/> | <input type="checkbox"/> |

SATISFACTORY

UNSATISFACTORY

- | | | | |
|----|-----------------------------------|--------------------------|--------------------------|
| 3. | Demonstrates a positive attitude. | <input type="checkbox"/> | <input type="checkbox"/> |
|----|-----------------------------------|--------------------------|--------------------------|

4. Attends staff meetings

5. Understands and complies with policies and procedures.

LEADER SKILLS

1. Maintains effective environment.

2. Maintains organization.

3. Able to lead and delegate responsibilities as needed.

4. Demonstrates/models positive, appropriate skills.

AREAS OF STRENGTH:

AREAS NEEDING IMPROVEMENT:

PLANNED OBJECTIVES FOR IMPROVEMENT:

TIME FRAME/CONSEQUENCES:

COMMENTS: (An additional page may be added if so needed.)

SUPERVISOR:

Signature of Supervisor Date

EMPLOYEE:

I have read the above evaluation. I understand that my signature does not constitute concurrence or approval. A copy of this report has been given to me and has been discussed with me.

Signature of Employee Date

APPENDIX D

Date _____

FLINT COMMUNITY SCHOOLS
Lunch Aide
Warning, Reprimand, or *Suspension Notice

In all cases involving disciplinary action or discharge, representation shall be made available prior to such action, except in cases involving probationary employees.

EMPLOYEE'S NAME _____
(Last) (First) (Middle)

SOCIAL SECURITY NUMBER _____

BUILDING _____

It is recognized by administration 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.

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, which may accumulate within a given period of time, may lead to suspension and dismissal.

This form is official notice that you are hereby issued a (underline appropriate) warning, reprimand, or *suspension notice.

Reason for Discipline:

The customary progressive penalty formula utilized by the Board is detailed as follows:

- a) 1st Offense -- Written Warning
- b) 2nd Offense -- Written Reprimand
- c) 3rd Offense -- Notice of Termination

It is understood that in any instance where an employee receives discipline in accord with the provisions of Article 16 and Appendix D, 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 16 of the Master Contract.

It is further understood that the Board, in accord with the language of Article 16 of the Master Contract, reserves the right to depart from the customary disciplinary chain, 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 an employee is in compliance with the customary disciplinary chain, the severity of the penalty assessed will not be subject to the grievance procedure.

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-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 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 16 of this agreement.

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.

Signature of Supervisor	Title	Date
-------------------------	-------	------

I acknowledge that I have been informed of the reason for my (underline appropriate) warning, reprimand, or *suspension notice.

Signature of Employee	Date
-----------------------	------

Signature of Union Representative Present (if appropriate)	Date
--	------

*Pending final action of the Flint Board of Education