

**MAINTENANCE AND  
OPERATIONAL, FOOD SERVICE,  
AND DURANT-TURRI-MOTT  
ATTENDANT EMPLOYEES  
MASTER CONTRACT**

**Between the  
Board of Education of the  
City of Flint, Michigan  
and the  
SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 517M  
UNIT 100**

**July 1, 2012 through June 30, 2015**



**AGREEMENT BETWEEN**  
**BOARD OF EDUCATION OF THE CITY OF FLINT**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 517M, UNIT 100**

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## **AGREEMENT**

**THIS AGREEMENT** entered into this 1st day of July, 2012, 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 100**, hereinafter called the "Union."

### **W I T N E S S E T H**

#### **PREAMBLE**

**WHEREAS** the Board and the Union recognize and declare that quality service, sanitation, and safety are necessary to provide a quality education for the children of the School District of the City of Flint which is their mutual aim, and

**WHEREAS** it is the intent and purpose of the parties hereto that this Agreement shall promote and insure a spirit of confidence and cooperation between the Board and its employees, establish rates of pay, hours of work, and terms and conditions of employment of the Board employees fully described in Appendices A and B hereof.

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

#### **ARTICLE 1**

##### **Definitions**

- 1.1 The terms classifications, grades, progression tracks, and occupational levels shall mean those listed in Appendix B and such others as shall hereafter be adopted by the Board after discussion with the Union.
- 1.2 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.
- 1.3 Reference to male employees shall include female employees and reference to female employees shall include male employees.

## ARTICLE 2

### Recognition

- 2.1 The Board hereby recognizes the Union as the exclusive bargaining representative for all Maintenance and Operational, Food Service, and Durant-Tuuri-Mott Attendant (D-T-M Attendant) personnel of the Flint Board of Education as listed in Appendices A and B.

## ARTICLE 3

### Union Security and Deduction of Union Dues

- 3.1 All employees who are presently working under this agreement shall not be required to become members of the 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.
- 3.2 During the term of this Agreement the Board will honor written assignments of wages to the Union for the payment of Union dues, special assignments 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. The Board will continue to honor those written assignments already in its possession.
- 3.3 The Union shall notify the Executive Budget Director in writing of the amount of such dues, assignments and voluntary C.O.P.E. deductions. The Board will cause such dues, assignments and 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.
- 3.4 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.
- 3.5 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 the provisions of Paragraphs 3.1, 3.2, 3.3, 3.4, and 3.5 of this agreement.
- 3.6 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, Voluntary C.O.P.E. deductions and special assignments. 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 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. On or before the tenth (10<sup>th</sup>) 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.

## **ARTICLE 4**

### **Job Status and Function of Union Officers**

- 4.1 The bargaining unit shall consist of six union representatives and three alternates, with one representative assigned to transportation and one representative assigned to food service.
- 4.2 The parties recognize that changes in conditions may require changes in union representative functions.
- 4.3 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. This includes the Chairperson of the Unit, or an International Union or council officer of his/her selection. Notice of the selection of district representatives and alternates shall be given at the earliest possible date.
- 4.4 Representatives and their alternates 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. The union official shall complete and submit the Flint Board of Education Bargaining Time Report, Form C Appendix) to report his/her absence to the building administrator or designee, or if appropriate, to his/her supervisor. The reporting procedure is not meant to diminish any rights under this agreement.
- 4.5 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.

## **ARTICLE 5**

### **Paid Bargaining Time**

- 5.1 The Board has granted to Board employees in the bargaining unit 3,718 hours annually paid time to be used for contract negotiations and adjustment of grievances. Any hours remaining at the close of the fiscal year shall be forfeited. A Board employee must sign out and detail the activity and/or committee activity.

- 5.2 The hours of paid-time allowance shall not exceed 7 hours per week in each district for adjustment of grievances at Level 1; provided that, the Chairperson of the Unit may direct that not to exceed 13 additional hours per week may be used in each district for such purposes.
- 5.3 Paid-time allowance for contract negotiations and the adjustment of grievances at levels 2 through 4 shall be unlimited until the paid-time allowance is exhausted.
- 5.4 All time spent during scheduled working hours by representatives who are employees shall be charged against the paid-time allowance, and all time spent outside of scheduled working hours may be charged against paid-time allowance and shall be so charged upon written notice to the Office of the Chief Financial Officer setting forth the names of the employees authorized to use paid-time allowance, the amount each employee is authorized to use, and the purpose for which it is to be used.
- 5.5 The President of the local Union, Chairperson of the Unit, or International Union or Council office shall submit in writing to the Executive Director of Human Resources/Legal Affairs the names of the persons who are empowered to authorize the use of paid-time allowance outside of regularly scheduled working hours. Unless the notices required by this Paragraph (5.5) are given by duly authorized persons, no such time shall be charged against the paid-time allowance.
- 5.6 All time spent by representatives who are employees in contract negotiations or adjustment of grievances during scheduled working hours shall be recorded in such manner as shall be required by the Board. A copy of such record shall be given to the Chairperson of the Unit on each regular pay period. Time not so recorded shall not be paid time. All hours spent during scheduled working hours shall be charged against the paid-time allowance as straight time, unless a relief person is provided who is paid time and one half, in which case one and one-half times the hours thus spent shall be charged against the paid-time allowance.
- 5.7 No employee will be allowed to take more than twenty (20) hours from his/her regular schedule per week, except that the Unit 100 Chairperson and his/her weekly designee will be allowed to utilize up to forty (40) hours from his/her regular schedule per week.
- 5.8 There will be no retirement related service charge for paid bargaining hours pursuant to Paragraph 5.1 of the Master Contract. The Union shall reimburse the Board of Education quarterly for all retirement related costs attributable to unpaid Union release time.



## ARTICLE 6

### Board and Union Rights

- 6.1 The maintenance and operational, food service, and D-T-M attendant employees and the Union as their exclusive bargaining representative 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 statutes now or hereafter enacted except as expressly limited by the terms of this Agreement.
- 6.2 The Board hereby retains and reserves unto itself without limitation all the powers, rights, authority, duties, and responsibilities conferred upon or vested in it by the laws and the Constitution of the State of Michigan and of the United States except as expressly limited by terms of this Agreement.
- 6.3 Building cleaning services shall be performed by members of the bargaining unit, subject to M.C.L.A. 423.215.
- 6.4 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 7

### Grievance Procedure

- 7.1 Definitions: A grievance is a claim by any individual or group of individuals within the bargaining unit of improper application or interpretation of this Agreement, specifying the part of the Agreement which is claimed to be violated.

The term days, when used in this Article, shall mean working days.

- 7.2 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.

- 7.3 Representation: 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.
- 7.3.1 Union representatives shall not come into the building to talk to the employees unless they first give notice to the building supervisor.
- 7.3.2 Any bargaining unit employee may be represented beginning at Level One of this procedure by a representative of the Union.
- 7.3.3 The Board's Appeal Committee at Level Three shall consist of the Chief Financial Officer, and the Executive Director of Human Resources/Legal Affairs, and the head of the division in which the employee is employed, or their designees.
- 7.3.4 Upon the request of either party or of the bargaining unit employee or employees involved in a grievance, the latter may be present at any level of the grievance procedure.
- 7.4 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 by the authorized representatives of each party.
- 7.4.1 Level One: An employee having a grievance shall first take the grievance up with his/her immediate supervisor. The immediate supervisor for the D-T-M attendant shall be the Assistant Principal of the building, or his/her designee.

If the grievance is not settled, the employee may request his/her immediate supervisor to call the Union representative to handle the grievance. The supervisor will call for the representative without undue delay and without further discussion of the grievance until the representative is present. The representative shall not leave his/her assignment without notifying his/her supervisor and until the arrival of his/her relief if the supervisor shall require that he/she be relieved; provided that, in no event shall a representative be denied relief for a period in excess of 24 hours from the time of the call.

In the event the representative or his/her alternate is not available, any available representative or alternate may be called to process the grievance in which event the above procedures for job relief shall apply.

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

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 supervisor and the aggrieved employee and/or his/her representative shall meet within two (2) working days immediately following the signing of the grievance and an attempt to adjust the grievance will be made, except that in an instance of discipline wherein the employee receives a disciplinary suspension the grievance hearing shall be convened at Level Two and the matter will be reviewed prior to the suspension taking effect.

Within two (2) days after such meeting the supervisor 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 supervisor's copy of the grievance form.

- 7.4.2 Level Two: If the grievance is not settled at Level One, the employee and/or his/her representative may appeal the matter to the Manager or his/her designee, depending upon where the aggrieved employee is assigned. In the case of a D-T-M attendant, the employee and/or his/her representative may appeal the matter to the building principal. The affected supervisor shall attempt to adjust the grievance at the earliest possible date and in all cases the affected supervisor shall give his/her answer to the grievance within three (3) working days after receipt of the appeal. The affected supervisor shall give his/her answer to the appeal in writing, providing two (2) copies for the Union. The answer shall set forth the relevant information used in arriving at a decision.
- 7.4.3 Level Three: In the event the grievance is not settled at Level Two, the employee 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 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. The Appeal Committee shall give its answer to the grievance in writing within ten (10) working days after the appeal is heard.
- 7.4.4 Level Four: Within ten (10) working days of the receipt of the answer at Level Three the Union may, by written notice to the Office of the Director of Human Resources/ Legal Affairs, request that the matter be submitted to arbitration. In the event there is more than one grievance written on the same issue or is directly related, those grievances will be combined on one demand request for arbitration. The arbitration hearing shall be conducted in accordance 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 which will likewise govern the arbitration hearing. The jurisdiction of the arbitrator shall be limited to grievances 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 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.

- 7.5 Time Limits on Filing an Appeal: Any grievance not appealed by the Union or aggrieved employee within three (3) working days after receipt of written answers at Levels One and Two, and within ten (10) working days at Level Three, shall be considered settled on the basis of the last disposition by the Board. If an answer is not received within the time limits set forth above, an appeal may be taken to the next level. A grievance may not be filed after the lapse of thirty (30) days from the date the incident occurs.
- 7.6 It is understood that any charge filed 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 arbitration under this Agreement. It is further understood that the Board reserves the right to set aside the findings and conclusions of any arbitration 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.
- 7.7 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.
- 7.8 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 8

### Seniority

- 8.1 Definition and Purpose: Seniority is length of continuous service in any job in the bargaining unit.
- The purpose of seniority is to determine the right of an employee to any job within a classification, within a department, and within the system.
- 8.2 Types of Seniority: Classification seniority is length of continuous service within a classification in the bargaining unit.
- 8.2.1 Departmental seniority is length of continuous service within a department, i.e., maintenance and operational department or within the food service department.
- 8.2.2 System seniority is the length of continuous service in the bargaining unit in the Flint School System regardless of the classification and department in which served.
- 8.2.3 Temporary seniority is any service by temporary employees in the bargaining unit.

### Acquiring and Accruing Seniority

- 8.3 Probationary Employees: All regular employees shall be on probation for the first ninety (90) working days of their employment, provided that such employment is served in a period of six (6) consecutive months. Where a close-down period occurs annually, the six month period shall be extended by the length of the close-down period. Upon the completion of the probationary period, such employees shall receive classification, departmental, and system seniority credit from the first day worked and shall thereafter accrue such seniority. All probationary employees are subject to dismissal at the will of the Board. All employees whose employment is terminated for any reason must, on re-employment serve another period of probation.
- 8.4 Temporary Employees: All persons employed to meet temporary or seasonal needs or persons employed who are necessary to fill employment demands of a particular temporary situation that exceeds the limitations of the regular work force are temporary employees. Temporary employees shall accrue seniority from the first day of employment on an hourly basis. Such seniority may be used only for the purpose of determining the temporary employee's right to probationary employment within the department in which such seniority is acquired.
- 8.5 Part-Time Employees: Any person regularly employed to work less than 8 hours per day, 5 days per week, or less than 52 weeks per year, is a part-time employee. Each part-time employee shall accrue classification, departmental, and system seniority in the ratio that effective July 1, 1992, in each calendar year thirty-nine (39) weeks, twenty (20) hours per week, (780 hours) shall equal one year. Less than thirty-nine (39) weeks, twenty (20) hours per week, shall equal one-half (1/2) year.
- 8.6 Full-Time Employees: Any person employed to work 8 hours per day, 5 days per week, and 52 weeks per year is a full-time employee. Each such employee shall accrue classification, departmental, and system seniority for each day of employment.
- 8.7 Retention of Past Seniority: All classification, departmental and system seniority acquired by any employee except temporary employees prior to the date of this Agreement shall be retained. Temporary seniority shall be accrued from the date of this Agreement.
- 8.8 Merger of Classification: In the following cases where classifications have been merged, and in the event classifications are hereafter merged, each employee shall retain all departmental and system seniority accrued to the date of such merger. Each employee's classification seniority shall, after such merger, be the sum of his/her seniority accruing in each of the merged classifications; provided that, no adjustments shall be made for job placements made prior to January 17, 1967. The merged classifications referred to above are:

Motor Equipment Operator II  
Custodian Engineer  
Repairman

8.9 Transfers, Promotions, and Demotions: Any employee who is promoted, demoted, or who is transferred to another department or classification shall not accrue seniority in the department or classification to which assigned until he/she has satisfactorily completed a thirty (30) day probationary period except as otherwise provided in Paragraph 11.8 of this Agreement. Upon satisfactory completion of such probationary period, he/she shall be given credit for departmental and classification seniority from the first day of work in the department and classification to which he/she has been assigned. System seniority shall continue to accrue during such 30-day period.

Employees' positions which are protected by the provisions of Paragraph 14.18 shall be filled on a temporary assignment made by administration up to the length of time the position is protected.

The employee filling the protected position on a temporary basis shall not accrue seniority in the temporary and protected position he/she fills. But time in the temporary position shall be counted as seniority in the employee's classification at the time of his/her assignment for bidding another permanent position.

8.10 Seniority List: Seniority lists shall be prepared as soon as possible after the date of this contract, and such list shall be revised once per year thereafter. A copy of such list shall be given to the Union and copies thereof shall be posted on the employees' bulletin boards. Each list shall include classification, departmental, and system seniority of each employee except temporary employees.

Each employee shall have the right to challenge the accuracy of the seniority reported for him/her in the first list posted for a period of sixty (60) days after posting. Each employee shall have a similar right to challenge the accuracy of each revised list for a period of thirty (30) days after posting. If the accuracy of the list shall not be challenged within the time limit above, it shall be conclusively presumed that the lists are correct.

Accrued seniority of temporary employees shall be calculated only when necessary to determine such employee's right to probationary employment.

8.11 Loss of Seniority:

8.11.1 All employees, except temporary employees, shall lose classification, departmental, and system seniority when they:

- Voluntarily quit
- Are discharged
- Absent themselves from work without notice for three (3) consecutive working days
- Fail to return from approved leaves of absence on or before the appointed time
- Accept other employment during leaves of absence unless specifically provided for by this Agreement.

- 8.11.2 Temporary employees shall lose seniority when they:
- Voluntarily quit
  - Are discharged
  - Are absent without notice for three (3) consecutive days on which they are assigned to work.
- 8.11.3 Temporarily assigned employees as Supervisors and/or Managers after 60 days in the assignment will not have union dues deducted and their seniority will be frozen.
- 8.12 Seniority provisions as stipulated by this contract shall not apply for the purpose of a person in any other classification moving to the classification of Attendant. The concurrence of the Executive Director of Human Resources/Legal Affairs shall be the determining factor for the placement of any person in the Attendant classification.

## **ARTICLE 9**

### **Layoff/Reduction in Staff**

- 9.1 When any employee within any classification is laid off, reduced in hours or weeks or displaced through reduction in staff, the employee with the least classification seniority shall be laid off first. The Board shall provide employees with at least seven (7) calendar days' notice of their intended layoff.
- 9.1.1 In the elimination of positions or reduction of staff in trades or in the On-The-Job-Training positions as set forth in Appendix A-3, the employee with the least amount of seniority in the respective trade or On-The-Job-Training position shall be laid off first.
- 9.2 Supervision Returning to the Bargaining Unit: Any member of the bargaining unit at the time of promotion to supervision and who subsequently requests or is requested by management to return to the bargaining unit shall return to the same class, grade, seniority, and pay level he/she held prior to his/her appointment to supervision.
- 9.3 Any employee, except employees classified as substitutes, who has been laid off, reduced in hours or weeks or displaced through reduction in staff shall have the option to displace the least senior employee in the same classification or a classification in which he/she has previously worked. However, it must be within the same grade, same weeks per year, and same hours per week, or fewer weeks per year and/or hours per week. It shall be the employee's choice of established shift, weeks per year and hours per week, provided this employee has more seniority than the employee to be displaced.
- 9.3.1 For purposes of this section, seniority of the displacing employee and displaced employee shall include all seniority accrued in the classification such employee is bumping into and all seniority accrued in higher and equal paying classifications that the employee has worked in.

Such employee shall be paid the highest wage rate in such classification or his/her classification wage rate, whichever is lower.

- 9.3.2 Also, for purposes of this section, all seniority accrued in classification paid at a rate equal to or less than the bus driver rate shall be combined.
- 9.4 A D-T-M Attendant who is laid off may displace a D-T-M Attendant with the least departmental seniority if the laid-off employee has more departmental seniority than the employee to be displaced.
  - 9.4.1 In elimination of positions or reduction of staff in the Food Service Department, the employee that is retained under Paragraph 9.1 and 9.2 may exercise the privilege of accepting that position to which he/she is entitled by classification seniority or giving up his/her rights to that position in his/her current classification to accept a position in a lower classification, the current classification seniority shall be dropped.
  - 9.4.2 He/she may then use his/her accrued seniority in a lower classification to displace the employee with the least seniority in that classification. Such employee shall be paid the highest wage rate in such classification or his/her classification rate, whichever is lower. If his/her former position is reestablished, he/she has a right to that job without it being bid and with past classification seniority reestablished.
- 9.5 In the event of proposed reduction in work weeks for fifty-two (52) week employees, the Board will provide a bona fide business rationale as to why a reduction in work weeks is warranted. A reduction in employee work weeks shall not be implemented for disciplinary or punitive reasons, or to empty the contract of its benefits.
  - 9.5.1 In advance of the Board's decision to implement a reduction in work weeks, the matter will be discussed with Union officials. In the event Union representatives have staffing alternatives to be considered, such alternatives will be reviewed by the parties in an attempt to reach a mutually agreeable resolution of the matter prior to the implementation of any proposed reduction in employee work weeks.
  - 9.5.2 The decision of the Board as to the reduction of employees' work weeks is final, provided the procedures set forth herein are followed.

## **ARTICLE 10**

### **Recall**

- 10.1 Employees having the most applicable seniority will be the first recalled to positions from which they were laid off or displaced through reduction in staff before such positions are posted for bid through the bid procedure. However, an employee's recall rights shall not be exhausted until the employee has reached a position in the same classification, same weeks per year, and same hours per week.



- 10.2 The parties have mutually agreed on the procedure for the filling of custodial vacancy positions on the first and second shift.
1. If a first shift custodian position becomes vacant, it will be bid.
  2. If a second shift custodian position becomes vacant, it will be filled by recalling custodians from layoff in the reverse order of layoff (the last person laid off, is the first recalled).
- 10.3 An employee involved in the "bumping" process or his/her position is eliminated as a result of layoff of personnel, shall be credited with his/her total seniority accrued in the classification such employee is bumping into and all seniority accrued in higher and equal paying classifications that the employee has worked in. All seniority accrued in classifications paid at a rate equal to or less than the bus driver rate shall be combined.
- 10.4 An employee involved in the "bumping" process or his/her position is eliminated as a result of layoff of personnel or displaced through reduction in staff may use their system seniority to bid on vacancies that occur, provided no employee has recall rights to the position as provided in the recall procedure.
- 10.5 No job shall be filled, except in case of emergency, on a temporary basis so long as any employee entitled to be recalled is laid off.
- 10.6 In all instances in which a senior employee displaces a junior employee, provisions of this Agreement guaranteeing a trial period or qualifying period shall not apply, and any employee who displaces another must be capable of performing the duties of the job after a period of two days in which to familiarize himself/herself with the duties of his/her job.
- 10.7 Notice of Recall shall be given to the employee entitled to be recalled at the last address of the employee recorded at the Office of Human Resources/Legal Affairs by certified mail, return receipt requested. The employee shall report to work no later than ten (10) working days after mailing of notice.
- 10.8 Supervisor Return To Bargaining Unit: A supervisor who intends to return to the bargaining unit shall provide the employer with thirty (30) working days' notice of intent, with a copy to the Union president.

## **ARTICLE 11**

### **Vacancies, Transfers and Bid Procedures**

- 11.1 Posting Vacancies: All job vacancies in the bargaining unit, except temporary jobs as defined in Paragraph 8.4, shall be posted on the employee bulletin board in each main school building, the Court Street facility, the Centralized Food Service building, Southwestern Grounds and Central Grounds for at least five (5) working days before the

vacancies are filled. In case no qualified employee applies for the vacancy, or no one is interested in a transfer, an external posting will be publicized by posting the vacancy for five (5) working days. Any vacancy may be filled on a temporary basis for a period not to exceed twenty-three (23) working days. Posting may be waived by agreement between the Union and management. Such agreements must be in writing.

- 11.2 Involuntary Transfers: Involuntary transfers may be made by the Board for the good of the school system after discussion of the transfer with the Union. Any transfer ordered by the Board over the objection of the Union may be made the subject of a grievance, but such transfer shall remain in effect during the pendency of the grievance.
- 11.3 Bid Procedures: Applications (bids) to fill any vacancy shall be made in the following manner, and no application will be considered which does not meet the following requirements:
  - 11.3.1 Each applicant shall fully complete one bid form provided by the Board for each posted vacancy.
  - 11.3.2 The bid form shall be properly and completely filled in, if not, the bid will be considered void.
  - 11.3.3 The employee shall submit the bid form to the Office of Human Resources/Legal Affairs prior to the deadline fixed for submitting bids. A co-worker may submit a bid for a fellow employee if he/she writes on the bid form the employee's name and his own name, e.g. (John Doe by Alex Smith).
  - 11.3.4 Each applicant can bid and accept one (1) bid a year. In event an employee declines to accept a bid, this shall be counted against them.
- 11.4 Filling Vacancies: The Board shall place a successful job bidder in the new job within twenty-three (23) working days immediately following the initial posting of a job vacancy provided the employee meets all the requirements of the job, unless mutually waived by agreement of the Union and the Board. In the case of a bid withdrawal, the vacancy will go to the next successful job bidder when he/she meets all the requirements of the job or within twenty-three (23) working days of the initial posting, whichever date is later. An employee can only bid a vacancy when he/she is physically on the job or on a regularly scheduled vacation. An employee can only fill a vacancy when he/she is physically on the job. In the event a successful bidder is not placed in the new job when required, such employee shall commence receiving the equivalent wage rate from and on the date the employee should have been placed on the new job.
  - 11.4.1 An employee has six (6) hours, once contacted, to make a decision to accept or withdraw from the vacancy in which he/she applied for.
  - 11.4.2 The Board will notify the Union electronically of the assignments within five (5) days after filling a bid.

- 11.5 Apprenticeship Progression Track: Trades in which apprentices are trained are listed in Appendices A and B. Such other apprenticeship training programs as shall be agreed upon between the Board and the Union may be added to the list. Apprentices shall, in all respects, including but not limited to eligibility, selection, probation, training, evaluation, and certification, be governed by "Apprenticeship Standards" as amended, sponsored by the Flint Board of Education and the Union in cooperation with the Bureau of Apprenticeship and Training, United States Department of Labor, C. S. Mott Community College, State Department of Vocational Education, and the rules and regulations adopted by the Board in connection therewith. Each apprentice must serve the full time required in each step and grade of the Apprenticeship Progression Track, and no apprentice shall be eligible to fill any vacancy in Grade IV of his/her classification until he/she has successfully completed his/her apprenticeship as evidenced by a certificate. Each apprentice must enter the apprenticeship program at the beginning rate and shall serve one year in each step and grade. Each apprentice will receive his/her annual increment after he/she has successfully completed each step and grade of the apprenticeship program (a minimum of one year in each step).
- 11.5.1 When an employee completes the apprenticeship training in the Board of Education program and completes all requirements of the program, he/she will be paid at the Grade IV level except where a state license or local license is required. If a state or local license is required, he shall be paid the Grade IV rate for a period of six (6) months. If the license is not acquired at the end of this time, he/she will be reduced to the Grade III rate until such time as the necessary license is obtained.
- 11.5.2 If an apprentice finishes the on-the-job training but not the related training through no fault of his/her own, he/she should get the pay of the journeyman and finish the course as soon as it is available.
- 11.5.3 When the above circumstance occurs, the apprentice shall file an application for the increased pay with the Human Resources/Legal Affairs Office which shall investigate the circumstances of the case.
- 11.5.4 The circumstances shall be detailed by the Human Resources/Legal Affairs Office and referred to the Apprenticeship Committee for review and concurrence to deny or allow the application.
- 11.5.5 In the event that a vacancy occurs in Grade IV of any classification in the Apprenticeship Progression Track, and no apprentice shall have then successfully completed his apprenticeship, the Board shall post notice of vacancies as herein required, and the employee with the greatest seniority in the department in which the vacancy occurs having the required qualifications shall be selected to fill the vacancies. If no employee possessing the required qualifications bids on a vacancy, the Board may fill the vacancy with an applicant who meets the requirements of the Apprenticeship Standards from outside the system.
- 11.6 On-the-Job Training Progression Track: Positions in the bargaining unit in which on-the-job training is required are listed in Appendices A and B. Such other positions as shall be agreed

upon between the Board and the Union may be added to the list. Each person taking a position in this progression track must start at the beginning wage rate and serve the required time in each step and grade in the progression track; provided that, any employee who has one (1) year of departmental seniority at the time of his/her selection for a position in this progression track in the department in which the vacancy occurs shall be placed on Grade I. If no employee possessing the required qualifications bids on the vacancy, the Board may fill the vacancy from outside the system with a person who has the required qualifications.

11.6.1 Vacancies in this track shall be filled from the employees bidding on the vacancy, subject to the trial period requirements hereinafter set forth, by the employee having the most system seniority.

11.6.2 If two (2) or more such employees have equal system seniority, the employee to fill the vacancy shall be selected by lot, in the presence of the Unit Chairperson.

11.6.3 In the event no employee bids on the vacancy, the Board may fill the vacancy from outside the system.

11.7 Responsibility Progression Track: Positions in the bargaining unit set forth in the Responsibility Progression Track are listed in Appendices A and B. Such other positions as shall be agreed upon between the Board and the Union may be added to the list.

11.7.1 Vacancies in this track shall be filled from the employees bidding on the vacancy, subject to the trial period requirements hereinafter set forth, by the employee having the most system seniority.

11.7.2 If two (2) or more such employees have equal system seniority, the employee to fill the vacancy shall be selected by lot, in the presence of the Unit Chairperson.

11.7.3 In the event no employee bids on the vacancy, the Board may fill the vacancy from outside the system.

11.8 Trial Period: Any employee assigned to fill a vacancy as a result of his/her request to transfer or any employee receiving promotion in those positions set forth in the On-the-Job Training Progression Track as detailed in Appendices A and B, as well as such positions as receiving clerk; receiving assistant; stockroom assistant; mail clerk; maintenance clerk; truck driver; yard attendant; warehouse service attendant; bus driver; custodian; and DTM Attendant shall be given a maximum of sixty (60) working days to prove his/her ability to perform the required duties of the position. On or before the sixtieth (60<sup>th</sup>) day of such trial period the employee's ability to do the required work must be evaluated by his/her immediate supervisor, who shall give consideration to the employee's willingness to work, his/her ability to do the required work, and his/her progress in achieving the skills he/she has had the opportunity to learn. If unable to qualify, he/she shall be returned without prejudice to his/her former classification at his/her former rate of pay, through the same process as the layoff procedure in Paragraph 9.3. When a transfer to the warehouse service attendant

position occurs during the school year, the probationary time is the standard sixty (60) days; however, the probationary time freezes during the time school is not in session.

- 11.8.1 If the supervisor shall determine that the employee has not proved his/her ability to do the work required within the trial period, the employees next entitled to the job shall be granted a trial period in turn until the vacancies are filled. All other positions, except those set forth in the Apprenticeship Progression Track and those detailed herein, shall be subject to the terms of Paragraph 8.9.
- 11.8.2 An employee may request within his/her sixty (60) day probationary (trial) period, whichever is appropriate, to return to his/her last classification (same number of hours, weeks and shift).
- 11.8.3 An employee must wait six (6) months before rebidding on a classification from which removed due to an unsatisfactory evaluation during the probationary period.
- 11.9 Improvement Period: In addition, before movement from Grade 1 to Grade 2, and again before movement from Grade 2 to Grade 3, the employee's ability to do the required work must be evaluated by his/her immediate supervisor. The evaluation shall indicate that the employee is ready to move to the next level, or identify deficiencies. If deficiencies are identified, the supervisor shall offer recommendations for improvement which must be accomplished within ninety (90) days. An employee removed from on-the-job training due to inability to satisfactorily complete the training or within the ninety (90) days improvement period, shall return to another position through the same process as the layoff procedure in Paragraph 9.3.
- 11.10 Grievances: The assignment of any employee to a job in a track may be taken up as a grievance. If it shall be determined that the grievant should have been assigned to the job, the employee erroneously assigned to the job will be immediately returned to his/her former classification at his/her former wage rate and the grievant shall be paid the difference between his/her former wage rate and the wage rate of the job in question for the number of hours worked by the employee erroneously assigned to the job from the date the grievance was filed to the date the job assignment is corrected.
- 11.11 Refusing Promotion or Transfer: Any employee may refuse promotion or transfer, except transfer for the good of the system, without loss of seniority or without prejudice to future consideration for promotion or transfer.
- 11.12 Transfers, whether voluntary or involuntary, are the change from one job to another within the same classification and grade and at the same rate of pay. Transfer within classification shall be given to the employee with the most classification seniority. Permission to transfer shall not be granted to any employee more often than twice in any twelve (12) month period, except for the good of the school system.

## ARTICLE 12

### Work Week, Hours of Work and Shifts

- 12.1 Work Week: The standard work week will consist of five (5) eight (8) hour days, Monday through Friday, except in those areas where seven (7) day work week schedules are required, in which case the standard work week shall consist of five (5) consecutive eight (8) hour days in each period of seven (7) consecutive days beginning with the first shift on Saturday and ending with the last shift on the following Friday; provided that, the employees in the Food Service Department, except temporary employees, shall work a minimum of two (2) hours per day, Monday through Friday.
- 12.2 Shifts: The following shall be the schedule of shifts in the Maintenance and Operational Department:

#### Maintenance and Operational Shift Schedule

- 12.2.1 G.A.S.C.

1 <sup>ST</sup>	6:00 A.M. – 2:30 P.M.
2 <sup>ND</sup>	4:30 P.M. – 1:00 A.M.
3 <sup>RD</sup>	10:00 P.M. – 6:30 A.M.

#### ADMINISTRATION BUILDING

1 <sup>ST</sup>	4:00 A.M. – 8:00 A.M.
2 <sup>ND</sup>	4:30 P.M. – 1:00 A.M.

#### ALL OTHER BUILDINGS

1 <sup>ST</sup>	6:00 A.M. – 2:30 P.M.
1 <sup>ST</sup>	7:00 A.M. – 3:30 P.M.
2 <sup>ND</sup>	2:30 P.M. – 11:00 P.M.
2 <sup>ND</sup>	3:30 P.M. – 12:00 A.M.
3 <sup>rd</sup>	10:00 P.M. – 6:30 A.M.

- 12.2.10 Employees shall not leave their assignments on paid time except with the permission of their most available supervisor.
- 12.2.11 The Board reserves the right to change shift starting times up to two (2) hours early or two (2) hours later than the schedule of shifts upon providing thirty (30) calendar days notice to the Union and the affected employees.

**Food Service Department Shifts, and Breakfast/ Lunch Periods**

- 12.3 In the Food Service Department the work shift shall commence in the forenoon and extend through the noon-hour serving schedule. Lunch period of thirty (30) minutes shall be scheduled by the employee's immediate supervisor on the employee's own time. These shift schedules will prevail except when changed by specific bulletin issued by the Board. The time schedules listed above may be changed by the Board and may be changed on the basis of District operational needs as determined by the Board.
- 12.3.1 The Flint Board of Education and the Union agree to a fixed shift for the 2nd Cook at Sarvis Center from 10:00 a.m. to 6:20 p.m. (will be offered by seniority.) All other employees will remain in their present shift.

**Sarvis Center**

12.4 Cooks

Shifts            -            6:00 a.m. - 2:20 p.m.  
                     -            10:00 a.m. - 6:20 p.m.

- 12.5 Time Clock Procedures: Each employee must punch his/her time card in when he/she arrives for work and out when he/she leaves work. All employees regularly assigned to a building must punch out for lunch and in upon return.
- 12.6 Lunch Periods--Maintenance and Operational: Paid lunch periods of twenty (20) minutes for those employees who cannot leave their jobs will be scheduled during the working day approximately midway in the shift. All other employees in the Maintenance and Operational Department will be assigned a lunch period of thirty (30) minutes on their own time approximately midway in the shift.

The principal shall schedule Attendants to achieve maximum utilization of their services, between the hours of 7:00 a.m. and 5:00 p.m.

Durant-Tuuri-Mott Attendants shall be entitled to a scheduled non-paid lunch period.

- 12.7 Relief Custodian: A shift preference list shall be established and updated every six months, which shall state by seniority preference for day or night relief custodian positions, without establishing a fixed shift. Calls for day shift relief custodians shall be first from the day shift preference list by seniority, then from the night shift preference list by inverse seniority. Calls for night shift relief custodians shall be first from the night shift preference list by seniority, then from the day shift preference list by inverse seniority. The relief assignment will be by shift preference if possible.

## Rest Periods

- 12.8 Each employee shall be granted a fifteen (15) minute rest period during each four (4) continuous hours worked. Supervisors will plan work so as to permit rest periods. Employees may not lengthen lunch periods, other rest periods, start work later or leave work earlier because of having missed a rest period.

## ARTICLE 13

### Compensation

- 13.1 Basic Rate: Each employee shall be paid the straight hourly rates set forth in Appendix A for the classification and grade to which he/she is assigned, except as herein otherwise provided. However, for the duration of this agreement all wages shall be at the Hourly Rate Compensation Schedule for 2010-2011 minus a five percent (5%) base wage reduction across the board for all employees. In the event any District employee group receives a wage reduction lower than five percent (5%) or a wage increase during the duration of this agreement, Unit 100 shall receive the same benefit.
- 13.2 Overtime: All hours worked in excess of eight (8) hours in any one (1) day and in excess of forty (40) hours in the standard work week, all hours worked on any shift which starts on Saturday or Sunday, except for employees whose regularly scheduled Monday shift starts on Sunday after the hour of 10:15 p.m. and except for employees assigned to seven (7) day work week schedules and all hours worked during a paid holiday shall be paid at the rate of one and one-half times the basic hourly rate.
- 13.2.1 Overtime hours will be equalized within classification and within each building, including any attached portables. An employee assigned to more than one building shall be offered overtime on an as available basis, equalized in each building.
- 13.2.2 When an employee refuses overtime work, the employee will be charged with the overtime hours. An employee who accepts overtime and fails to report shall be charged with two times the overtime hours the employee was scheduled to work, and for the following year subsequent failure to report for accepted overtime will result in no obligation on the supervisor to offer overtime for the following seven (7) succeeding days, and the employee will be charged for any available overtime during that seven (7) day period which otherwise would have been offered to the employee.
- 13.2.3 An employee to be excused from scheduled overtime, once accepted, must call the appropriate supervisor one hour prior to the employee's regularly scheduled shift.
- 13.3 Equalization of hours on a continuous basis and hours shall be kept equal at all times, except that supervisors shall be permitted to deviate up to eight (8) hours when placing the call for overtime for emergencies. Emergencies shall be deemed to be overtime calls from 4:00 p.m. to 7:00 a.m. of the next succeeding workday. In selecting employees for overtime work, low-hour employees shall be asked first, etc., until the required number of employees needed for



the overtime work have been selected. For overtime purposes, it is the responsibility of each employee to furnish his/her immediate supervisor with a correct telephone number. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.

- 13.4 The time of all relief persons shall be kept posted and equalized at the Court Street Building, except if any relief person works over five (5) continuous days at any building, he/she shall be entitled to overtime hours in that building. He/she will start with high hours on the overtime chart.
- 13.5 Nothing herein shall be construed to prevent the Board from assigning properly classified relief persons on a straight-time basis, in lieu of assigning building persons to overtime. In the event no properly classified employee is available or can be contacted, the Board may assign any employee to do the work.
- 13.6 Equalization charts shall be maintained and posted on a bi-weekly basis. Supervision shall be required to post on overtime sheet, date, telephone number, time called for overtime. If employee is called three different dates and does not answer, he/she will be charged for the overtime hours worked during the period covered by the third call. All overtime charts shall be zeroed out on July 1st. The Board shall resume utilizing an equalization chart on the first working day after Labor Day.
- 13.7 Overtime in the transportation area shall be equalized within the bus driver classification.
- 13.8 Out-of-Town Trips:
  - 13.8.1 Up to three (3) drivers will be pulled for out-of-town trips which will begin at 1:00 p.m. or later.
  - 13.8.2 To be considered available for the out-of-town trip, the anticipated trip duration must extend at least thirty (30) minutes past the latter of the driver's shift or daily assignment (assigned punch-out time).
  - 13.8.3 Availability for overtime other than for the aforementioned three (3) trips, will be at the end of each driver's assigned punch-out time.
  - 13.8.4 For trips beginning at 3:30 p.m. or later, the driver must punch-out until thirty (30) minutes before the pick-up time. If no punch-in is made prior to 3:30 p.m., the driver will not be paid.
  - 13.8.5 Drivers must decide to accept or reject overtime trips by the latter of 6:30 a.m. or daily punch-in time. When overtime becomes available after these times, the driver must accept or reject the overtime when it becomes available. Overtime for Friday and the weekend will be offered at approximately 10:00 a.m. on the preceding Thursday.

- 13.9 Extra Hours:
- 13.9.1 "Extra Hours" will be equalized within the six-hour bus driver's classification except that supervisors shall be permitted to deviate up to eight (8) hours when placing the call for extra hours for emergencies. All extra hours shall be posted.
- 13.9.2 The posting of the equalization chart on which low "extra hour" employees shall be placed on the top of the list shall establish the priority for "extra hour" calls for the next succeeding two week period.
- 13.10 The posting of the equalization chart on which low overtime employees shall be placed on the top of the list shall establish the priority for overtime calls for the next succeeding two week period.
- 13.11 Employees who have exhausted their sick and emergency leave and are removed from the payroll will be placed on high overtime upon their return to work.
- 13.12 Employees who have not exhausted their sick and emergency leave and who have been out 23 continuous working days will be placed on high overtime upon their return to work.
- 13.13 Employees who are on unpaid leaves of absence as provided for in the Master Agreement and are off payroll for a period of 23 continuous working days will be placed on high overtime upon their return to work.
- 13.14 Employees who are on the following paid leaves of absence, workers' compensation, jury duty, and military service, for a period in excess of 23 working days will be placed on high overtime upon their return to work.
- 13.15 The equalization charts shall be posted at a mutually agreed place to assure adequate accessibility for all concerned.
- 13.16 Attendants who are requested by the principal to work overtime and who work in excess of eight (8) hours in any one (1) day and in excess of forty (40) hours in any one (1) week, shall be paid at the rate of one and one-half (1.5) times the basic hourly rate. Sick time, vacation time and holiday pay shall not be counted as time worked for the purpose of computing overtime.
- 13.17 There shall be no obligation to offer overtime to any employee who utilizes a full day or half day of sick leave on the date overtime is offered, unless the absence was due to a doctor's appointment and the supervisor had knowledge of such an absence. An employee on sick leave shall not be charged for refusal of overtime for any such day. Sick leave on Friday PM cancels an overtime assignment on Saturday, unless the supervisor was notified in advance that the absence was for a scheduled medical appointment.

13.18 There shall be no obligation to offer overtime to an employee on either a one-half day or a full day of vacation on the day overtime is offered. An employee on vacation who is contacted for overtime shall not be charged for a refusal.

13.19 An employee previously scheduled for overtime prior to scheduling vacation shall report as scheduled unless proper notice is given in advance to the supervisor. The supervisor shall notify such employee in advance if the overtime is canceled.

13.20 An employee requesting available overtime during a vacation period has the obligation to call the supervisor to schedule such overtime. The supervisor may refuse the request if any such overtime has been previously assigned to another employee.

13.21 Call-in Pay:

13.21.1 All Maintenance and Operational employees shall receive a minimum of two (2) hours pay when requested to report for work outside their regularly assigned shifts unless such work shall occur immediately preceding or immediately following their regularly assigned shift.

13.21.2 All regularly scheduled Food Service employees shall receive a minimum of two (2) hours pay when requested to report for work outside their regularly assigned shifts unless such work shall occur immediately preceding or immediately following their regularly assigned shift.

13.22 Shift Differentials: A premium of ten (10) cents per hour shall be paid to each employee who works a major portion of the second shift and fifteen (15) cents per hour to each employee who works a major portion of the third shift.

13.23 Longevity Allowance: A longevity allowance to start after ten (10) years of continuous service:

<u>Continuous Years of Service</u>	<u>Percent Added to Base Rate</u>
After the completion of 10 years through 15 years	4 percent
After the completion of 15 years through 20 years	5 percent
After the completion of 20 years	6 percent

Up to two (2) years of military service, and up to one (1) year of consecutive union leave will be credited for purposes of longevity allowance.

13.23.1 The parties agree that regularly assigned, 39-52 week (inclusive) employees who work thirty (30) hours or more per week, shall receive the full amount of longevity allowance.

- 13.23.2 That, regularly assigned, 39-52 week (inclusive) employees who work 10- to 29- hours per week, shall receive one-half longevity allowance.
- 13.23.3 The parties agree that any time off other than for worker's compensation will be deducted.
- 13.24 Maintenance Tool Allowance: A tool allowance shall be granted in an amount not to exceed \$2,000 annually and up to a maximum of \$50.00 per employee for the trades of Carpenter, Electrician, Repairman, Glazier, Lock and Key Control, Mason Plasterer, and Truck Mechanic.

**ARTICLE 14**

**Leaves Of Absence**

14.1 Paid Leaves of Absence

14.1.1 Vacations: All employees regularly assigned to work eight (8) hours per day, fifty-two (52) weeks per year, shall receive paid vacations in each year as follows:

<u>Years of Service</u>	<u>Vacation</u>
1 through 4 years continuous service	2 standard work weeks.
5 through 10 years continuous service	3 standard work weeks.
10 plus years continuous service	4 standard work weeks.
20 plus years continuous service	5 standard work weeks.

14.1.2 The parties agree that an employee regularly assigned to less than eight (8) hours per day, less than fifty-two (52) weeks per year, shall receive credit for vacation allowance purposes only, for the period of the employee's prior continuous active employment with the Board, so as to determine at what rate the employee will begin to accrue vacation allowance. The rate of vacation accrued will be determined by pro-rating the period of the employee's active continuous service with the Board to a work year of two thousand eighty (2,080) hours.

14.1.3 All employees regularly assigned to work twenty (20) hours per week or more, but less than forty (40) hours per week, fifty-two (52) weeks per year, who have the required continuous years of service shall receive one-half (1/2) of the above paid vacation allowance in each year.

14.1.4 An employee may be paid in lieu of accrued vacation allowance, for up to one-half of the accrued vacation allowance.

14.1.5 No other employees shall receive paid vacations.

- 14.1.6 Vacation allowance shall be accrued on a monthly basis from the date of employment; provided that, any new employee who begins work on or before the 15th day of any month shall accrue six and two-thirds (6 2/3) hours vacation allowance for that month and any employee who begins work on or after the 16th day of any month shall accrue no vacation allowance for that month. All eligible employees shall be paid accrued and unused vacation time upon the termination of employment.
- 14.1.7 Vacation allowance may not be accumulated.
- 14.1.8 Vacations are considered a matter of right, and each employee shall be eligible to take his/her vacation during the year, after the close of the year in which it is earned. It is understood that the more notice the Board has of each employee's vacation, the more efficiently it can schedule services for employee absences. The Board reserves the right to deny vacation requests or limit the number of employees on vacation at a given time during restricted days. For the purposes of this Article, the restricted days shall be Devil's Night, Halloween, the Wednesday before Thanksgiving, the first day of school, the Monday following Super Bowl Sunday, the last two days of school and Valentine's Day. The times listed below constitute the minimum notice required for utilizing vacation time.
- 14.1.9 For 16 hours or less, employees must give notice by the end of his/her assigned shift before vacation is taken; three days' notice for more than 16 hours up to and including 40 hours; and one week for more than 40 hours of vacation. All notices for more than 16 hours of vacation are to be in writing, with forms provided by the Board to the immediate supervisor. Paid holidays to which an employee is entitled under this Agreement shall not be counted as vacation time.
- 14.1.10 If proper notice is not given, the employee will be docked for the time taken off and this will be subject to discipline. Second shift employees who cannot contact their supervisor may call in on the recorder.
- 14.1.11 Vacation requests will not be approved while an individual is utilizing sick and emergency days. An employee who is utilizing sick and emergency days, or is on sick leave, must return to work prior to initiating a vacation day request.
- 14.1.12 Vacation allowance shall be granted in not less than one-half (1/2) day increments.
- 14.1.13 In the event the District is closed during the period between Christmas and New Year's, employees are required to be off work at their supervisor's option and must use their existing vacation days in order to be paid.

#### 14.2 Holidays:

- 14.2.1 All Maintenance and Operational employees, except temporary employees, shall be paid for the following holidays when they fall within a calendar week in which the employees are regularly assigned to work: New Year's Day, Martin Luther King Day, Good Friday,

Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

14.2.2 All Food Service and Durant-Tuuri-Mott Attendant employees, except temporary employees, shall be paid for the following holidays:

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

14.2.3 Two additional Holidays shall be granted on the Monday and Tuesday following Easter Sunday.

14.2.4 In the event the Spring Break schedule is modified in such a way that the Monday and/or Tuesday following Easter are scheduled days of student instruction, the parties shall meet and shall reschedule the holidays.

14.3 Vacation and holiday pay shall be at straight time plus the cost-of-living allowance. Shift differentials shall not be paid.

14.4 Paid Sick and Emergency Leaves: Combined sick and emergency leaves shall be granted annually as follows:

14.4.1 Ten (10) days for employees regularly assigned to work forty (40) hours per week, thirty-nine (39) to and including forty-one (41) weeks per year.

14.4.2 Eleven (11) days for employees regularly assigned to work forty (40) hours per week, forty-two (42) to and including forty-seven (47) weeks per year.

14.4.3 Twelve (12) days for employees regularly assigned to work forty-eight (48) weeks or more per year.

14.4.4 All other employees regularly assigned to work twenty (20) hours per week, or more, but less than forty (40) hours per week, shall be granted sick and emergency allowance pro-rated to forty (40) hours per week.

14.4.5 No other employees shall be entitled to paid sick and emergency leave.

14.5 Sick and emergency leave credit provided in Paragraphs 14.4 through 14.6 shall be reduced

by one (1) day for each month that an employee is on unpaid leave of absence. No employee shall forfeit sick and emergency leave during any approved leaves of absence which has been accumulated in years prior to the year in which the approved leave is taken. Each employee who is on approved leave of absence at July 1 shall receive sick and emergency credit upon his return to work pro-rated to the following July 1.

- 14.6 New employees must work one (1) full week to be entitled to use sick and emergency leave. No employee may use sick and emergency leave, except during his/her regularly assigned work year. No employee may use sick and emergency leave while on vacation or while on unpaid leave of absence.
- 14.6.1 Sick and emergency leave days for new employees shall be pro-rated from date of employment to December 31 or June 30, whichever is appropriate. On January 1 or July 1, whichever is appropriate, the employee is granted the remainder of the annual sick and emergency leave days. Any employee must be on the payroll for a period from July 1 through June 30 before the full annual complement of sick and emergency leave days are granted.
- 14.6.2 In the event an employee has used more sick and emergency leave days than have been accumulated on a pro-rata basis, the value of the excess paid-for leave days shall be deducted from the last paycheck due to the employee at the time of interruption, or the employee's future sick leave allowance.
- 14.6.3 Sick and emergency leave may be used for the following purposes:
  - 14.6.3.1 Personal Illness: An employee claiming leave for personal illness, before being entitled to sick pay shall, after the third (3<sup>rd</sup>) working day of absence, submit to his/her immediate supervisor his/her physician's written statement which shall indicate the nature and estimated duration of the illness. Before an employee may return to work after an illness of more than three (3) days' duration, a statement shall be submitted to the employee's immediate supervisor from the employee's doctor certifying that the employee is capable of returning to work.
  - 14.6.3.2 In instances where the Board has reason to believe that sick days are being misused, the Board may require the employee to present a Doctor's Verification of Illness or Disability Form (Appendix F).
  - 14.6.3.3 Serious Illness or Death of a Member of the Immediate Family: When emergency leave is claimed for serious illness or death of a member of the employee's immediate family, such leave shall be granted automatically for a period not to exceed five (5) working days. Such leave may be extended automatically for a period not to exceed three (3) additional working days when serious illness of member of the employee's immediate family is followed by death. Such leaves may be further extended with the approval of the Sick and Emergency Leave Committee. Before payment is made for such leaves the employee shall submit emergency leave application on the appropriate form to his/her immediate supervisor.

- 14.6.3.4 The immediate family shall mean husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, and first cousin.
- 14.6.3.5 Unusual "Hardship" Cases: Leaves claimed because of quarantine shall be granted automatically upon written recommendation of the employee's immediate supervisor. Leaves claimed for catastrophe, such as fire, flood, tornado, and accidents, shall be granted automatically upon written recommendation of the employee's immediate supervisor for a period of not more than one (1) day. Such leaves may be extended with the approval of the Sick and Emergency Leave Committee.

All other leaves claimed for "unusual hardship" reasons may be granted upon written application to the Sick and Emergency Leave Committee.

- 14.6.4 Sick and Emergency Leave Committee: An employee who is absent in excess of his/her accrued sick and emergency leave days shall submit to the Sick and Emergency Leave Committee a form supplied by the Board, stating the reason for the absence. All absences for reason of illness and/or disability, subsequent to the initial appearance before the Sick and Emergency Leave Committee must have documentation verifying the reason for the absence upon returning to work (i.e., doctor's slip, funeral slip, jury duty slip, emergency repair receipt, etc.). If not approved by the Committee, it shall be considered as excess absenteeism and shall be subject to disciplinary action as follows:

First offense                      --                      follow disciplinary track

- 14.6.5 An employee subject to a Sick and Emergency Leave Committee written reprimand, will have sick days advanced one (1) day per month to begin with the next fiscal year and ceasing at the end of that fiscal year, provided the employee receives no subsequent discipline for excessive absenteeism.
- 14.6.6 An employee who fails to provide documentation will automatically receive disciplinary action under Appendix E.
- 14.6.7 The Committee shall consist of three (3) employees appointed by the Union and three (3) persons appointed by the Board. The Staff Assistant, classified or his/her designee shall be an Ex Officio member of the Committee. A quorum for a meeting of the Committee shall be six (6) people.
- 14.6.8 Either the Board or the Union may send representatives by proxy.
- 14.6.9 The decision of the Sick and Emergency Leave Committee shall not be subject to a grievance.
- 14.6.10 At the end of one year (i.e., in July 2001), the members of the Joint Labor-Management Committee will review the effectiveness of the Sick and Emergency Leave Committee and, if appropriate, make such modifications to its operations as necessary to its agreed continuance.



- 14.7 Snow Day Procedures: In the event schools are closed resultant from a snow or similar emergency, 39/52 week bargaining unit members will be exempt from reporting to work and will be paid for up to three (3) days of said emergency(ies), not to exceed three (3) days in total per school year.
- 14.7.1 In the event schools are closed resultant from a snow or similar emergency in excess of three (3) days in a school year, 52-week bargaining unit members may utilize an accrued vacation day, report to work, or take the day or days without pay.
- 14.7.2 Bargaining unit members working less than 52 weeks shall not report to work or be paid in the event schools are closed resultant from a snow or similar emergency. Bargaining unit members working less than 52 weeks shall not have their work year diminished, or increased as a result of schools being closed pursuant to this provision.
- 14.7.3 The Board reserves the right to reschedule all or any part of work time lost resultant from an emergency closing, notwithstanding any provision of the Master Contract. The rescheduling of such work time shall not result in any additional cost to the Board.
- 14.7.4 The Board will establish prior to the winter season a snow emergency crew which will be required to report to work during a snow emergency. Said crew to be paid at one and one-half times their regular rate during the first day of the emergency, and at the employee's regular rate for the first eight (8) hours of the employee's regular shift the second day of the emergency and every day thereafter. Employees may be voluntarily added to the snow emergency crew on a per diem basis as needed.
- 14.7.5 In the event the Legislature, during the term of this contract extension, adopts new legislation or provides an interpretation of existing legislation allowing a district to count, for state aid purposes, more than two (2) days per year where the district is closed as a result of a snow or similar emergency, the parties agree to reopen this provision of the Master Contract.
- 14.8 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, exclusive of shift differential.
- 14.9 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 wages (excluding shift differential) the employee would otherwise have earned by working during straight-time 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 leave 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. An employee may be 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. In determining whether an employee is required to report to work, the following factors are to be used by management: the location of the court, remaining time on the employee's shift and travel time to work.

- 14.10 Military Service: When an employee who is now or hereafter becomes a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve, is called to active duty during his/her regularly assigned work year, he/she shall be paid the difference between his/her straight time daily rate, exclusive of shift differential, and the allowance of the State of Michigan or other governmental authority having charge of such service for a period not to exceed two (2) standard work weeks. Before such payment shall be made, the employee must file in the Office of Human Resources/Legal Affairs a letter from his/her

Commanding Officer stating the period of active duty and the allowance paid to the employee by the State of Michigan or other governmental authority, for such service. Such payment shall not be charged against the employee's sick and emergency leave allowance.

- 14.11 Personal Business Days: Two (2) days of paid personal business leave per year shall be granted annually to all full-time regularly employed 39- to and including 52- week employees. All other regularly assigned employees shall be granted a period equal in length to the duration of their customary daily shift for personal business, not to exceed two (2) days of paid personal business leave. The annual unused paid personal business leave shall accumulate as sick and emergency leave provided the employee is otherwise eligible for sick and emergency leave under Paragraphs 14.4 through 14.7. Employees regularly assigned to work less than twenty (20) hours per week who are not eligible for sick and emergency leave under Paragraph 14.4 through 14.7 shall not have unused personal business days accumulate as sick and emergency leave days, nor shall such days accumulate from year to year.

14.11.1 No other employees shall be entitled to paid personal business leave.

14.11.2 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.

- 14.11.3 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 which is attached hereto as Appendix C. 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 in Appendix C shall state in specific terms their leave request. Requests made outside the terms of Appendix C but within the spirit of this Article may be granted. Employees taking personal business leave days except as stipulated above shall be subject to discipline.
- 14.11.4 Paid personal business days may not be taken on the first day of school, on the first working day preceding or following a sick day, vacation day or holiday, 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, 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.
- 14.12 Forfeiture of Paid Leave: All accumulated sick and emergency leave shall be forfeited upon the resignation or discharge of an employee.
- 14.13 Unpaid Leave of Absence: Leaves of absence without pay may be approved by the Board. Such leaves shall be confined to study, union, 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.
- 14.13.1 Extended Leaves: Any employee whose personal illness extends beyond the period compensated under sick and emergency leave provisions of this Agreement shall be granted extended unpaid leave for six (6) months from and after the last day of paid sick and emergency leave, renewable at six (6) month intervals for a period not to exceed twenty-four (24) months in total. The employee shall, upon demand, present proof of continuing illness. If the Board requires a physical examination by a physician designated by the Board, the Board shall bear all expense thereof. Extended illness leaves for longer than twenty-four (24) months may be granted only by mutual consent of the parties to this Agreement. Failure to approve such leave for longer than twenty-four (24) months shall not be the subject of grievance. Employees shall not accept other employment while on extended illness leave unless permission has been granted by the Board, prior to the acceptance of such employment. The Board shall not withhold its permission, provided the work to be performed is not available through the Board and/or is not of such a nature that it will aggravate the cause of the employee's absence. Any employee who accepts other employment while on extended illness leave without the permission of the Board shall be discharged.

14.13.2 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.

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

14.13.3.1 Birth of a son or daughter, and to care for the newborn child;

14.13.3.2 Placement with the employee of a son or daughter for adoption or foster care;

14.13.3.3 To care for the employee's spouse, son, daughter, or parent with a serious health condition; or

14.13.3.4 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.

14.13.4 Maternity Leave: All employees shall be granted a maternity leave without pay at any time for purposes of childbirth. 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 physician's report confirming fitness to return to work. Maternity 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.

14.13.5 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 file written application therefore 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.

14.13.6 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 statute upon reasonable notification to Employer.

14.13.7 Study Leave: The Board may grant, upon written application, a leave of absence for study for one (1) year without pay.

14.13.8 Union Leave: Unpaid leave of absence for Union business shall be granted for not to exceed two (2) years per employee, upon written application to the Office of Human Resources/Legal Affairs; provided that, no more than four (4) employees shall be absent on Union leave at any one time.

Effective July 1, 1985, the Union shall reimburse the Board quarterly for all wages, retirement and attendant payroll costs resultant from the payment of said monies and costs by the Board, on behalf of affected employees to the Michigan Retirement System.

- 14.14 Other Unpaid Leave: Unpaid leave of absence may be granted for other justifiable reasons by the head of the department to which the employee is assigned upon written application therefor. Leaves under the category of "Other Unpaid Leave" for longer than thirty (30) days may be granted upon application in writing to the Office of Human Resources/Legal Affairs. 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.
- 14.15 Personal Leave: Employees having completed ten (10) continuous years of service shall be entitled to a personal leave of one (1) full year. The employee on such a leave will not be entitled to return to the employment of the Board of Education until the expiration of the complete year.
- 14.15.1 During such leave the employee will not accrue seniority.
- 14.15.2 An employee will only be allowed one (1) such leave while employed by the Board of Education.
- 14.15.3 An employee will not be entitled to Group Life Insurance, Group Hospitalization, Disability Insurance or any other Fringe Benefits during such leave. Prior to the leave, the employee shall consult with the Risk Benefit Office for the procedure required to convert the Group Life Insurance and the Group Hospitalization Insurance to a direct pay basis with the insurance companies.
- 14.15.4 No more than nine (9) employees may be granted a personal leave at any one time. The allocation of these leaves shall be as follows:
- 14.15.5 No more than two (2) employees from any one classification may be granted a personal leave at any one time.
- 14.15.6 Leaves under this category may be granted only upon application in writing to the Office of Human Resources/Legal Affairs and on approval of the Director of Maintenance and Operational Department and the Director of Food Service in the Food Service Department and Principal of Durant-Tuuri-Mott for the Durant-Tuuri-Mott Attendants.
- 14.15.7 Return from such leave will be in accordance with Paragraph 14.18.
- 14.15.8 If they fail to return within ten (10) days after expiration of their leave they are automatically terminated from employment with the Flint Board of Education.

14.15.9 All applications for personal leave shall be made no less than thirty (30) calendar days prior to the effective date of such requested leave.

14.16 Miscellaneous: Unpaid leave of absence, except military leave, shall be granted only after the completion of probationary service. Employees on unpaid leave of absence shall not receive years of service credit for salary increments or for progression within any classification for which a progression track has been or may hereafter be established; provided that, employees on military service leave shall receive years of service credit towards salary increments and for advancement on the progression track if the Board shall determine that the employee's military training is equivalent to the training required for advancement in such progression track.

14.17 Returning from Leave of Absence: An employee returning from paid leave of absence shall be returned to his/her former position and classification except for those employees on Workers' Compensation leaves which are longer than one (1) year. An employee returning from an unpaid leave of absence shall be re-employed in his/her last classification (same number of hours, weeks and shift).

Any person returning from an extended leave of absence for personal illness for a period no longer than six (6) months to a protected job as stipulated in Paragraph 8.9, shall be placed in his/her former classification, job, position and pay. An employee's job will be held (protected) without posting for a total of no more than six (6) months in any 12-month period. This paragraph is not intended to guarantee a position if the position is eliminated by the Board.

Any person returning from a Workers' Compensation leave of less than one (1) year shall be placed in his/her former classification, job, position and pay.

Employees absent from work on health leave (including Workers' Compensation) whose positions are no longer protected, shall be returned to work within thirty (30) 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 F releasing the employee to return to work.

14.18 Seniority: Seniority shall not accrue to any employee on unpaid leave of absence except as follows:

14.18.1 Military leave

14.18.2 First six (6) months of any unpaid sick leave

14.18.3 During the period up to two years of leave for Union business, the employee taking such leave will return to the same classification grade and pay level he/she held prior to the Union leave

14.18.4 First thirty (30) days of personal leave under the category of "other unpaid leave"

- 14.18.5 First thirty (30) days of any leave for study.
- 14.18.6 Seniority shall accrue during all paid leaves including Workers' Compensation leaves.
- 14.19 Requests for Leave:
- 14.19.1 Except in emergencies or herein otherwise provided, an employee desiring unpaid leave of absence shall apply to the Office of Human Resources/Legal Affairs for such leave at least fourteen (14) days prior to the date on which leave is to commence if such leave is to extend beyond fourteen (14) days.
- 14.19.2 Requests for leaves of absence of fourteen (14) days or less shall be made at least two (2) working days prior to the date on which leave is to commence except as herein otherwise provided. All requests for leave of absence and all dispositions thereof shall be in writing on appropriate forms.

## **ARTICLE 15**

### **Discipline of Employees**

- 15.1 It is recognized by the Board and the Union that the immediate supervisor, as designated by the Board, may issue written warnings and reprimands to employees.
- 15.2 Accumulation of such reports may lead to dismissal.
- 15.3 The customary progressive penalty formula utilized by the Board is detailed in Appendix D (Disciplinary Procedures).
- 15.4 Copies of warnings and reprimands will be distributed to the Office of Human Resources/Legal Affairs, 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:
  - 15.4.1 Leaving job assignment during working hours without permission  
(Warning to discharge)
  - 15.4.2 Absence of three (3) continuous working days without properly notifying supervisory personnel  
(Voluntary quit)
  - 15.4.3 Falsification of personnel or other records  
(Reprimand to discharge)

- 15.4.4 Falsifying time cards of his/her or other employees  
(Warning to discharge)
- 15.4.5 Possessing concealed, unauthorized weapons or explosives on Board property  
(Suspension to termination)
- 15.4.6 Theft  
(Discharge)
- 15.4.7 Sleeping on the job during working hours  
(Warning to discharge)
- 15.4.8 Fighting on Board property at any time  
(Reprimand to discharge)
- 15.4.9 Immoral conduct or indecency  
(One week to discharge)
- 15.4.10 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)
- 15.4.11 Making false, vicious, or malicious statements about any employee or supervisor  
(Warning to discharge)
- 15.4.12 Failure to report to work at the termination of a leave of absence  
(Voluntary quit)
- 15.4.13 Using or being under the influence of drugs or alcohol  
(Reprimand to termination). It is also understood that the Employee Assistance Program is available to address continuing alcohol or drug issues
- 15.4.14 Contributing to unsanitary conditions or poor housekeeping  
(Warning to discharge)
- 15.4.15 Engaging in horseplay, running, scuffling, or carelessly throwing things  
(Warning to discharge)
- 15.4.16 Unauthorized distribution of literature, written or printed matter of any description on Board property  
(Warning to three (3) weeks layoff)
- 15.4.17 Reporting to late for work repeatedly  
(Warning to discharge) 4<sup>th</sup> time late in six (6) month period.



- 15.4.18 Ringing the time card of another employee  
(Warning to discharge)
- 15.4.19 Abuse, misuse, or deliberate destruction of Board property, tools, equipment, or personal property of any employee in any manner  
(Warning to discharge)
- 15.4.20 Deliberate violation of an established safety practice or rule  
(Warning to discharge)
- 15.4.21 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)
- 15.4.22 Unkempt appearance  
(Warning to discharge)
- 15.4.23 Being on suspension and/or leave and failing to return keys or Board property.  
(Suspension to Termination)
- 15.5 Written warnings issued for disciplinary offenses will remain in effect for a period of three (3) months unless the employee has received more than one (1) report within the three 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 with a one day unpaid suspension issued for disciplinary offenses will remain in effect for a period of six (6) months. Written reprimands with a two (2) day unpaid suspension issued for disciplinary offenses will remain in effect for a period of twelve (12) months. At the end of any six (6) month period for written reprimands with a one day unpaid suspension, or a twelve (12) month period for written reprimands with a two day unpaid suspension, or for three (3) 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. However, in the event an employee has received a written reprimand with a suspension of longer than one week in duration, this discipline shall remain in effect for eighteen (18) months.
- 15.6 All discipline for conduct described in Section 380.1230b of the Michigan Compiled Laws (unprofessional conduct) shall be exempt from the removal provisions of Paragraph 15.6 of this agreement.
- 15.7 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 16

### Working Conditions and Safety

- 16.1 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 employees, and the Board in the prevention of accidents.
- 16.2 Safety Committee: A safety committee consisting of four (4) members shall be established. Two (2) of the members shall be selected by the Union and two (2) shall be selected by the Board. Their names shall be certified to the Board and the Union respectively, in writing. The members of the committee shall serve until removed by their appointive authority. The committee shall determine and administer safety rules and regulations. It shall have the authority to recommend disciplinary action for Board employees, including supervision, who fail to comply with adopted safety rules and regulations.
- 16.3 CDL/Chauffeur License Requirement: All persons holding the classification of Bus Driver, Truck Mechanic, Truck Driver and Motor Equipment Operator shall be required to obtain a chauffeur's and/or CDL license and to keep them valid.
- 16.4 Physicals: Upon completion of the appropriate Board or State physical form and presentation of a duly certified receipt, the Board shall in an instance where physicals are required by the Board, other than pre-employment physicals, reimburse affected employees the cost of said physicals not to exceed fifty dollars (\$50).
- 16.5 The District shall comply with the State of Michigan's qualification and documentation requirements for drivers as described in MCLA 480.12j.
- 16.6 DTM Attendants shall be provided with three (3) smocks per year. The upkeep and maintenance of all smocks, including laundering and cleaning, shall be the responsibility of the Attendant.

## ARTICLE 17

### Safety Devices

- 17.1 The Board agrees to provide at its own cost, where necessary, hard hats, safety goggles, masks, and goggles for welders, protective gloves for electricians, and such other safety devices, except safety shoes, as may be determined to be necessary by the safety committee.

## ARTICLE 18

### Health and Welfare

#### 18.1 Group Life Insurance:

- 18.1.1 The Board shall provide without cost to each full-time 39- to and including 52-week Maintenance and Operational employee Group Life Insurance protection which shall pay to the employee's designated beneficiary the sum of \$30,000 upon death and in the event of accidental death, a sum of \$60,000.
- 18.1.2 Each Maintenance and Operational employee regularly assigned to work less than full time but one-half time or more, 39- to and including 52-weeks (daily or weekly basis of assignment), shall be entitled to one-half the amount set forth above.
- 18.1.3 No other employees shall be entitled to this insurance coverage.
- 18.1.4 For each Food Service Department employee regularly assigned to work from 5 1/2 to 8 hours per day for the school year established by the school calendars, the Board shall provide without cost to the employee, Group Life Insurance protection which shall pay to the employee's designated beneficiary the sum of \$30,000 upon death and in the event of accidental death, a sum of \$60,000; and for employees of said department regularly assigned to work from 4 to 5 1/2 hours per day, the Board shall provide, without cost to the employee, Group Life Insurance protection which shall pay to the employee's designated beneficiary the sum of \$15,000 upon death and in the event of accidental death, a sum of \$30,000.
- 18.1.5 No other employees shall be entitled to this insurance coverage.
- 18.1.6 The Board shall provide without cost to each full-time 39 to and including 52-week Durant-Tuuri-Mott Attendant, Group Life Insurance protection which shall pay to the employee's designated beneficiary the sum of \$30,000 upon death and in the event of accidental death, the sum of \$60,000. Each D-T-M Attendant regularly assigned to work less than full time but one-half time or more, 39 to and including 52 weeks (daily or weekly basis of assignment), shall be entitled to one-half the amounts set forth above.

#### 18.2 Hospitalization and Medical Insurance:

- 18.2.1 Public Act 152 of 2011 (Employee Health Insurance Spending Threshold) provides that a public employer that offers or contributes to an employee medical benefit plan coverage beginning on or after January 1, 2012 shall pay no more of the annual costs or illustrative rate inclusive of any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500 times the number of employees with single person coverage, plus \$11,000 times the number of employees with individual and spouse coverage, plus \$15,000 times the number of employees with family coverage, adjusted

annually. The Flint Board of Education has elected to require that employees be responsible for the difference between the actual insurance premium and the Hard Cap amounts of \$5,500 for individual coverage, \$11,000 for two person and \$15,000 for family coverage. The Board shall pay, for any eligible employee, the Hard Cap amounts of the premium for health insurance coverage through Health Plus of Michigan or an equivalent plan. Employees shall have the option of selecting from the HMO Plan ZG, HMO Plan DVDB, HMO Plan DXDO, PPO Plan 1P D250X2, PPO Plan 1P D500X2 or PPO Plan 2N. Qualified employees will be solely responsible to pay, through payroll deduction, that portion of the premium not paid by the Board.

- 18.2.2 No other employees shall be entitled to this insurance coverage.
- 18.2.3 For each employee regularly assigned to work four (4) but less than six (6) hours per day for the school year established by the school calendars, the Board shall apply to the purchase of health, accident, and hospitalization insurance in accordance with previously established policies and procedures, fifty percent (50%) of the Hard Cap amounts for individual coverage, two person and family coverage of the respective premium cost.
- 18.3 Disability Insurance:
- 18.3.1 The Board will provide, at its own expense, to all regularly scheduled employees who are employed for at least thirty (30) hours per week on a 39- to and including 52-week basis, a long term disability insurance plan. Said plan shall provide benefits after thirty (30) consecutive paid scheduled working days of disability due to an accident or sickness. The disability insurance shall pay benefits of sixty-six and two-thirds percent (66 2/3%) of regular weekly salary to cover employees upon exhaustion of the aforesaid waiting period for a period not to exceed two (2) scheduled years.
- 18.3.2 It is agreed that the coverage stipulated to in Paragraph 18.3 will apply only to full time employees and no other employees shall be entitled to this disability insurance. It is understood that said full-time employees will not be eligible for loss of time benefits through the Board, other than of the type described above.
- 18.3.3 It is understood that employees qualifying under the terms and conditions of the Board's long term disability program will be placed on leave and will not have the option of pro-rating sick days while drawing benefits under the aforementioned program.
- 18.3.4 A participating employee will be allowed to maintain and accrue benefits as if the employee were utilizing sick days on a full day basis during a period of sickness or disability apart from long term disability benefits.
- 18.3.5 An employee will be formally placed on unpaid leave of absence upon the exhaustion of his sick days, except that for purposes of the language of Paragraph 14.18 the six month period set forth therein will begin to run when the employee becomes eligible to draw benefits under the District's long term disability program.

18.3.6 Employees ineligible for benefits under the Board's long term disability coverage, under the terms and conditions stipulated to herein, who were previously eligible for disability insurance under Paragraph 18.3 and subsequent sub-paragraphs, shall receive a dollar amount equal to a monthly rate of four dollars and sixty cents (\$4.60) times the number of months worked per year, to be used for other insurance approved by the Board.

18.4 Dental Insurance:

18.4.1 The Board shall provide for all regularly scheduled full-time employees who are employed at least thirty (30) hours per week on a 39- to and including 52-week basis, a dental care insurance plan for the duration of this contract. It is agreed that such plan shall provide a benefit level of eighty percent (80%) of Class I, eighty percent (80%) of Class II, and eighty percent (80%) of Class III benefits as hereinafter defined:

18.4.1.1 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.

18.4.1.2 Class II Benefits: Includes prosthodontic services--bridges, partial, and complete dentures.

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

18.4.2 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:

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

18.4.4 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 (50) percent dental coverage plan so as to receive fifty (50) percent of the covered dental charges based on reasonable and customary fees.

18.4.5 No other employees shall be entitled to this insurance coverage.

18.4.6 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.

18.5 Vision Insurance:

- 18.5.1 The Board shall provide for all regularly scheduled full-time employees who are employed at least thirty (30) hours per week on a 39- to and including 52-week basis (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.
- 18.5.2 Eligible employees shall receive the vision coverage set forth above irrespective of whether the affected employees or their spouses have vision coverage paid by any employer. Such coordination of benefits shall be subject to the procedures and limitations of the carrier.
- 18.5.3 No other employees shall be entitled to this insurance coverage.
- 18.5.4 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.

18.6 Retirement:

- 18.6.1 The Board shall contribute for each bargaining unit member the necessary employee contribution to the Michigan Public School Employees Retirement System.
- 18.6.2 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 Retirement System for Public School Employees Act, shall be entitled to be paid for their unused sick and emergency leave allowance as follows:
  - 18.6.2.1 Up to 60 days - full straight time daily rate exclusive of shift differential
  - 18.6.2.2 Up to 120 days - One-half of straight time daily rate exclusive of shift differential
  - 18.6.2.3 All unused sick and emergency leave in excess of 120 days shall be forfeited.
  - 18.6.2.4 Members of Unit 100 who die while employed and who would have been, at time of death, eligible for Article 18.6.2 payment of sick days upon retirement, will have those sick days payable to the designated beneficiary as set forth by the employee as the beneficiary of their life insurance proceeds.
- 18.7 An option is provided, at the initiative of either party, to offer alternative fringe benefit plans on such terms agreeable to both parties.

## **ARTICLE 19**

### **Work By Supervisors**

- 19.1 Supervisory employees shall not perform work on any job covered by this Agreement except in the following types of situations:
  - 19.1.1 In emergencies when regular employees are not immediately available
  - 19.1.2 In instruction and training of employees
- 19.2 The provisions of this Article shall not be used in such a way as to permit a supervisor or employee not covered by this Agreement to prevent an employee covered by this Agreement from working overtime.
- 19.3 The heading "Work by Supervisors" shall be changed to read "Work by Principal" where referring to the Attendants at Durant-Tuuri-Mott.

## **ARTICLE 20**

### **Bulletin Boards**

- 20.1 Bulletin boards shall be erected in a conspicuous place in all buildings where maintenance and operational, food service, and D-T-M attendant employees work and shall be used for the purpose of posting notice of Union business or activities. In no case shall obscene or scurrilous printed or written matter be placed on any bulletin board. All materials posted on bulletin boards shall indicate the organization responsible for the material and clearly indicate the author's identity. Bulletin boards used for the above purpose shall be in areas not commonly frequented by students.

## **ARTICLE 21**

### **Effect of Legislation**

- 21.1 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.

## ARTICLE 22

### **Strikes and Sanctions**

- 22.1 Neither the Union nor any persons acting in its behalf will cause, authorize, or support, nor will any of its employees take part in, any strike or stoppage of work for any purpose whatsoever in any matters which are covered by the grievance procedure which the Union recognizes as the sole remedy for adjudication of grievance.
- 22.2 The Union will not support the action of any employee taken in violation of Paragraph 22.1 nor will it directly or indirectly take reprisals of any kind against any employee who continues or attempts to continue the proper performance of his/her duties or who refuses to participate in any of the activities prohibited by Paragraph 22.1.
- 22.3 Violation of Paragraph 22.1 by any employee or group of employees will constitute just cause for discipline up to and including discharge.
- 22.4 The Board, in the event of violation of Paragraphs 22.1 and 22.2 will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Union.

## ARTICLE 23

### **Joint Labor-Management Committee**

- 23.1 The parties agree that a Joint Labor-Management Committee shall be formed and shall continue to operate during the term of this contract.
- 23.2 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.

In order to ensure that the meetings are effective, there will be a set agenda for each meeting. A draft of the agenda shall be sent out to the committee members seven (7) days prior to the meeting for review. At the meeting, the committee shall approve the proposed agenda items and make any amendments, deletions or corrections to the agenda as necessary. In addition, there will be a designated recorder whose responsibility is to take the minutes of the meeting to ensure that there is an accurate record of the discussion and decisions made. The minutes shall be approved by the committee at the following meeting. The duties of the recorder shall be rotated between a representative of both Management and the Union.

- 23.3 The Committee shall meet on a monthly basis. 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 24

### Miscellaneous

- 24.1 Entire Agreement: This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. 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.
- 24.2 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 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 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.

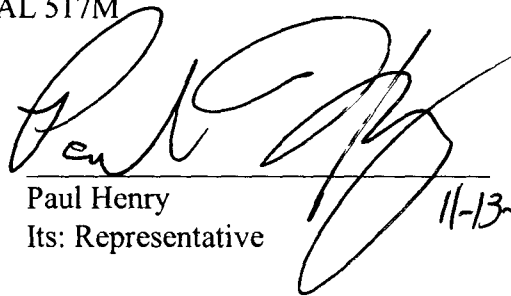
ARTICLE 25

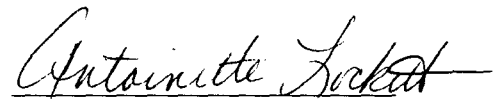
Term of Agreement

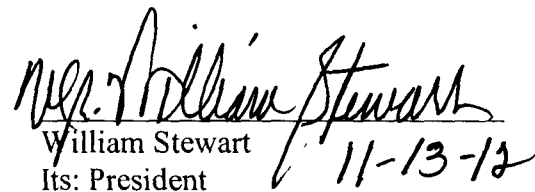
- 25.1 This Agreement shall not become effective until ratified by the Board and members of the Union and upon ratification shall remain in full force and effect without change, addition or amendment until the 30th day of June, 2015.
- 25.2 Notice of intent to re-open this Agreement for purposes of negotiating 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 April 15, 2015 and negotiations shall commence as soon thereafter as shall be feasible.
- 25.3 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.
- 25.4 All outstanding Memoranda of Understanding have either been incorporated into this Agreement or have been eliminated.

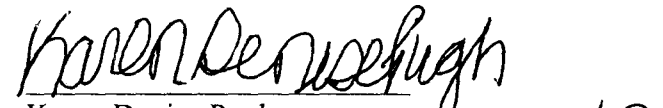
SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 517M

BOARD OF EDUCATION OF THE  
CITY OF FLINT

By:   
Paul Henry  
Its: Representative 11-13-12

By:   
Antoinette Lockett  
Its: President

By:   
William Stewart  
Its: President 11-13-12

By:   
Karen Denise Pugh  
Its: Chief Negotiator 7/19/12

APPENDIX A-1  
 FLINT COMMUNITY SCHOOLS  
 MAINTENANCE AND OPERATIONS EMPLOYEES  
HOURLY RATE COMPENSATION SCHEDULE FOR 2012-2015

Method of Progression	Beginning Rate After Rate After					
	Rate	6 Months	1 year			
<b>Apprenticeship</b>						
HVAC	14.99	15.08	15.28	16.67	18.40	20.03
Electrician	14.99	15.08	15.28	16.67	18.40	20.30
Plumber	14.99	15.08	15.28	16.67	18.40	20.04
Carpenter	14.99	15.08	15.28	16.56	18.06	19.82
<b>On-The-Job-Training</b>						
Building Repair	14.99	15.08	15.28	16.28	17.55	18.72
Food Packaging Machine Repai	14.99	15.08	15.28	16.15	17.46	18.48
General Repair	14.99	15.08	15.28	16.28	17.55	18.72
Glazier	14.99	15.08	15.28	15.87	17.02	18.35
Lock & Key	14.99	15.08	15.28	15.87	17.02	18.35
Painter/Rooferr/Mason	14.99	15.08	15.28	16.28	17.55	18.72
Truck Mechanic	14.99	15.08	15.28	16.28	17.55	18.72
Welder	14.99	15.08	15.28	16.28	17.55	18.72
Motor Equipment Operator	14.41	14.49	14.68	15.26	16.24	17.21

APPENDIX A-2  
 FLINT COMMUNITY SCHOOLS  
 MAINTENANCE AND OPERATIONS EMPLOYEES  
 HOURLY RATE COMPENSATION SCHEDULE FOR 2012-2015

Method of Progression Responsibility	Beginning Rate After Rate After Rate After Rate After				
	Rate	6 Months	1 Year	2 Years	3 Years
	I	II	III	IV	V
Receiving Clerk	16.85	16.98	17.82		
Stockroom Assistant	15.81	15.99	16.85		
Warehouse Service Attendant	15.92	N/A	N/A		
Bus Driver	11.81	12.31	13.29	14.27	15.26
Bus Driver/Trainer	15.26	N/A	N/A		
Truck Driver	15.26	N/A	N/A		
Warehouse Attendant	15.26	N/A	N/A		
Mail Clerk	14.44	14.60	14.78		
<u>Custodial</u>	I				
Custodian II-E	15.26				
Custodian II-E/Clerk	15.26				
Custodian II-E/Pool Attendant**	15.87				
Custodial Substitute	13.00				

Pay out of classification shall be allowed beginning the second continuous working day.

\*Rate after 90 working days.

\*\* Custodian II-E/Pool Attendant classification requires a pool certification

**APPENDIX A-3  
FLINT COMMUNITY SCHOOLS  
FOOD SERVICE EMPLOYEES  
HOURLY RATE COMPENSATION SCHEDULE FOR 2012-2015**

<u>Classification</u>	<u>Beginning Rate</u>	<u>Second Semester</u>	<u>Second Year</u>	<u>Third Year</u>	<u>Fourth Year</u>
Food Service II	9.83	10.07	10.48	10.69	10.79
Food Service III	10.11	10.38	10.51	10.85	11.34
Food Service IV	10.48	10.68	10.79	11.29	11.63
Food Service V	13.26	N/A	N/A	N/A	N/A
Food Service VI	14.72	N/A	N/A	N/A	N/A
Food Service VII	15.16	N/A	N/A	N/A	N/A

Regularly scheduled Food Service Employees are granted two (2) additional days of employment per year --the two Institute Days.

Pay out of classification shall be allowed beginning the second continuous working day.

Regularly scheduled Employees of the Board using their personal automobiles for delivering food will be reimbursed when such travel is authorized by their immediate supervisor. The rate of reimbursement will be the I.R.S. rate for mileage.

Employees working extra time beyond their regularly scheduled shift will be paid for the job responsibilities they are willing to assume. Payment within classification for extra work performed will correspond to that employee's current year of service on the hourly rate compensation schedule.

**APPENDIX A-4**  
**DURANT-TURRI-MOTT ATTENDANTS**  
**HOURLY RATE COMPENSATION SCHEDULE FOR 2012-2015**

<u>Classification</u>	<u>Beginning Rate After Rate After</u>	
	<u>Rate</u>	<u>6 Months 1 year</u>
D-T-M Attendant	11.45	11.89 12.29

**APPENDIX B**

**MAINTENANCE AND OPERATIONAL PROGRESSION TRACK**

**Apprenticeship Progression Track**

<b><u>Classification</u></b>	<b><u>Grade</u></b>				
HVAC	I	II	III	IV	Journeyman
Electrician	I	II	III	IV	Journeyman
Plumber	I	II	III	IV	Journeyman
Carpenter	I	II	III	IV	Journeyman

**On-the-Job Training Progression Track**

<b><u>Classification</u></b>	<b><u>Grade</u></b>			
General Repairperson	I	II	III	IV
Painter/Roofer/Mason	I	II	III	IV
Truck Mechanic	I	II	III	IV
Welder	I	II	III	IV
Food Pkg. Machine Repairperson	I	II	III	IV
Building Repairperson	I	II	III	IV
Lock and Key Control	I	II	III	IV
Glazier	I	II	III	IV
Motor Equipment Opr.		II	III	IV

**Responsibility Progression Track**

<b><u>Classification</u></b>	<b><u>Grade</u></b>		
Maintenance Clerk	I	II	III
Receiving Clerk	I	II	III
Receiving Assistant	I	II	III
Stockroom Assistant	I	II	III
Custodian II-E	I		
Custodian II-E/ Pool Attendant	I		
Warehouse Serviceperson	I		
Bus Driver	I		

**APPENDIX B (continued)**

<b>Truck Driver</b>	<b>I</b>			
<b>Warehouse Attendant</b>	<b>I</b>			
<b>Warehouse Assistant</b>	<b>I</b>			
<b>Mail Clerk</b>	<b>I</b>	<b>II</b>	<b>III</b>	

**FOOD SERVICE PROGRESSION TRACK**

**Classification**

<b>Food Service</b>		<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
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**D-T-M ATTENDANT PROGRESSION TRACK**

**Classification**

<b>D-T-M Attendant</b>	<b>I</b>	<b>II</b>	<b>III</b>	
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**APPENDIX C**

**Maintenance and Operational, Food Service and Durant-Tuuri-Mott Attendant Employees  
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 for the reason given below on

\_\_\_\_\_ a.m.  
\_\_\_\_\_, 20\_\_\_\_,  
\_\_\_\_\_ p.m.

I certify that the reason given below is in accordance with the provisions of Paragraph 14.12 of the Maintenance and Operational, Food Service and Durant-Tuuri-Mott Attendant Employees Master Contract.

It is agreed that 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, honors 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.

-----

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)

## APPENDIX D

### DISCIPLINARY PROCEDURES

#### Section One - Disciplinary Offenses

The parties agree that in the instance of those "disciplinary offenses" specifically detailed in Article 15 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 -- written warning
- b) Second offense -- written reprimand with one-day suspension
- c) Third offense -- written reprimand, with two day's suspension
- d) Fourth offense -- written reprimand with one-week suspension
- e) Fifth 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, or an improperly requested vacation day, 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.

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 15, 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 15 of the Master Contract.

This is further understood that the Board, in accord with the language of Article 15 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 E**

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\_\_

**APPENDIX E (continued)**

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

(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: \_\_\_\_\_ 20\_\_

(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.) \_\_\_\_\_ 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 \_\_\_\_\_ 20\_\_

**HUMAN RESOURCES/LEGAL AFFAIRS OFFICE**  
**FLINT COMMUNITY SCHOOLS**  
**923 E. KEARSLEY STREET**  
**FLINT, MI 48503-1900**

## APPENDIX F

### Summer Work, Sarvis Center

1. Temporary summer work at the Sarvis Center, if available, will be assigned to interested and available food service employees that are not currently assigned to the Sarvis Center.
2. Food Service employees interested and available for summer work must report to the Sarvis Center during the period of May 1 through May 19 and sign a sign-up sheet, giving their names, job titles, and current, working telephone numbers. Temporary summer assignments will be made from this list in order of system seniority.
3. Performance will be monitored by the Employer, and any employee whose work performance or attendance is not satisfactory will be dismissed from Sarvis summer work.
4. Employees who refuse work, or cannot be reached via telephone, will be dismissed from summer work. If the summer sign-up sheet is exhausted, the Employer may assign available work as needed. Summer work issues may be subject to the grievance procedure, but will not be subject to binding arbitration.
5. The hourly rate for temporary summer work at the Sarvis Center will be the Food Service II, Step One rate.
6. Overtime will not be paid on any day of the week except when employees have worked more than eight (8) hours in a day or more than forty (40) hours in a week (Saturday through Friday).

## APPENDIX G

### LABOR TRUCK DRIVER CREWS

It is agreed that the following procedures will be adhered to with respect to the truck driver classification as same is set forth in Appendix A of the Master Contract.

1. Existing maintenance truck drivers will be divided into two labor-truck driver crews as follows:
  - a) Labor Supply Crew
  - b) Labor Setup Crew
2. Vacancies which occur within those crews as specified in provision one (1), subsequent to their initial formulation, will be filled in accord with the language of the Master Contract.

Vacancies subject to bid will be advertised on the basis of Labor Supply--Truck Driver; Labor Setup--Truck Driver;

It is understood that the Board retains the right to assign employees from one crew to another within the truck driving classification as necessary during customary working hours.

3. Overtime will be equalized within the crews as same are provided for under provision one (1) of this Appendix. Should additional personnel be needed for overtime purposes, the lowest overtime employee from the two crews not affected by the overtime will be asked to work. Should it be necessary to go outside the truck driving classification to meet overtime needs, the language and procedures of Paragraph 13.2 through 13.20 of the Master Contract will prevail.
4. Food service truck drivers moving over to the Court Street facility for the summer will be assigned as needed to those crews provided for in provision one (1) of this Appendix on the basis of seniority.
5. In an instance where truck drivers are to be assigned to the kitchen from the Court Street facility, said assignment will be made on the basis of seniority or on a voluntary basis.

## **APPENDIX H**

### **MISCELLANEOUS TRANSPORTATION**

The parties agree to adhere to the following procedures in an instance where it becomes necessary to utilize regularly employed thirty-nine (39) week bus driving personnel during the summer months.

Available summer hours will be offered to regularly employed thirty-nine (39) week bus drivers on the basis of seniority, as same is defined in the Master Contract presently in effect. There will be no attempt to equalize hours during the summer months among said employees.

#### **Transporting Athletic Squads**

It is understood that all scheduling of transportation which is within the rightful jurisdiction of the bargaining unit will be scheduled through the Court Street facility.

It is understood that this Appendix does not in any manner qualify the Board's general right to utilize commercial vehicles in the transportation of athletic squads at the senior high school level.

The Board reserves its rights under PA112 to assign any transportation.

The Board and the Union agree that in the event a bus run is increased in time by one-half hour (.5) per day (based also upon a weekly average) or more, that run will be passed down according to seniority as soon as possible.

The employee losing the run will then be required to assume the run of any lower seniority driver.

It is agreed that on those days when Flint Community Schools are not scheduled to be open for instruction, but transportation services are to be provided by Flint Community

Schools to other schools (e.g., Michigan School for the Deaf) whose calendars do not coincide with that of Flint Community Schools, regular thirty-nine (39) week bus drivers not scheduled to work on such days will, beginning with the second consecutive day, be utilized on a seniority basis to substitute, if needed, for the regularly assigned drivers, rather than utilizing relief drivers as in the past.

The regular 39-week bus drivers assigned to such runs (e.g., MSD) shall not be impacted by the above paragraph.



## **APPENDIX H, continued**

### **Transportation Run Selections**

The initial run pick will be at the beginning of the school year pursuant to District practice. There will be a second run pick if 20% of the run times and/or schools are changed and this should be discussed in Joint Labor Management in November.

### **Central Kitchen Truck Run Selections**

The Board and the Union agree that Central kitchen truck runs will be selected twice during the term of the school year. The initial selection will be prior to the beginning of the school year pursuant to District practice. The second selection will occur during the week prior to the Christmas recess. New assignments will be effective when school reconvenes subsequent to the Christmas recess.

## **APPENDIX I**

### **RETURNING TO WORK ON RESTRICTED BASIS**

1. It is agreed that the Board's policy of refusing to allow employees to return to work from illness or disability on a restricted basis will remain in full force and effect. Eligible employees shall be entitled to benefits under the terms and conditions of Paragraphs 18.2 and 18.3 of the Master Contract. Should an employee be determined not to be eligible for the benefits of long-term disability insurance pursuant to the definition of "Total Disability" as defined in the insurance company contract between the Board and the insurance carrier, and further provided said employee can perform the essential duties of the job, said employee shall either, as determined by the Board, be allowed to return to work on a restricted basis, or be paid a disability benefit equal to those benefits stipulated to in Paragraphs 18.2 and 18.3. The intent of this provision is to make certain that an employee capable of performing the essential duties of the job will not be denied the right to return to work as a direct result of the Board's policy of not allowing an employee to return to work on a restricted basis, while concurrently denying the employee contractually provided disability benefits on the basis of the employee not being disabled.
2. It is understood that illness and disability as defined under this Appendix is that illness or disability which would not be a handicap under applicable federal and state laws to protect handicapped individuals.

## APPENDIX J

### **Bus Drivers: Posting of Vacancies; Reimbursement for Annual Physical Exams**

The position of Bus Driver, 30 hours per week, will be posted four times per year, approximately during the first weeks of September, December, March, and June. Training may be offered, as available, to the people that have applied during the most recent posting. As each posting is completed, the list of applicants from the previous posting will expire and not be used. The qualifications of applicants and the filling of vacancies are decisions made by the Board.

The above paragraph does not apply to the position of Bus Driver, 40 hours per week, which is filled in accord with the bid procedures detailed in Article 11. Employees bidding for 40-hour positions must meet all certification requirements within 30 working days of acceptance.

Bus Drivers will be reimbursed up to \$50 for physicals. They may go to the clinic the Board uses for physicals, with no out-of-pocket cost, up to \$50.

## APPENDIX K

### Bargaining Unit Substitute Custodians

1. Substitute Custodians will be used to fill vacancies created by sick or vacation usage or leaves of absence only.
2. Bargaining unit substitute custodians will be compensated at thirteen dollars (\$13.00) per hour. There will initially be forty (40) substitute positions. The 41<sup>st</sup> vacancy will implement overtime within the Custodial Department.
3. Bargaining unit substitute custodians are not eligible for employee benefits, including, but not limited to medical, dental, vision, hospitalization, group life or disability insurance benefits, etc.
4. Bargaining unit substitute custodians will be utilized on a call-in basis, by seniority, and those bargaining unit substitutes will not accrue vacation days, and will not accrue sick days. In the event of long term vacancies, substitute custodians will be placed for a period of four (4) weeks if available. However, if a substitute custodian misses two working days during the four (4) week period, they may be placed into the rotation of work within the substitute custodian classification to be reassigned by their seniority.
5. Bargaining unit substitutes shall accrue seniority using the same formula as regular Unit 100 employees, as described in Article 8.
6. Shift assignments will be filled on the basis of seniority, with day shift call-in by 6:00 a.m. and afternoon call-in by 3:00 p.m.
7. New bargaining unit substitutes will be given appropriate training, and the Board reserves the right to require training for other bargaining unit substitutes.
8. All bargaining unit substitutes must have a positive evaluation in order to be eligible to bid into another position.
9. Employees who have previously served a probationary period in the custodian classification shall not be required to serve another probationary period as a bargaining unit substitute. Current employees who bid into bargaining unit substitute positions will be required to serve a 60-working-day probationary period.
10. Non-Board employees (new hires) will be required to serve a 90-working-day probationary period.
11. All bargaining unit substitutes are prohibited from working overtime.

12. No accrual of sick time is allowed bargaining unit substitutes pursuant to Article 14.4.5. Employees who by virtue of prior Board employment have accrued time may use any accrued sick or vacation time.
13. If a bargaining unit substitute is absent, fails to answer their phone or declines work three times in a two-week period without a legitimate reason, he/she will be removed from a bargaining unit substitute position until a conference is held with a supervisor. The conference shall be held within a week, or as soon as practicable. If a bargaining unit substitute fails to answer their phone or declines work six (6) consecutive days, they are treated as having voluntarily quit their position. If called within eight (8) hours of ending work, it will not count against the allotted times.
14. Bargaining unit substitutes that are called in to work shall be paid for a minimum of two (2) hours.
15. This Appendix will be reviewed, if necessary, by the Joint Labor Management (JLM) Committee.

## APPENDIX L

### MEMORANDUM OF UNDERSTANDING BETWEEN BOARD OF EDUCATION OF THE CITY OF FLINT AND SEIU, LOCAL 517M, AFL-CIO, UNIT 100

#### Certification of Truck Mechanics (Bus)

The following represents the understanding reached between representatives of the School District of the City of Flint (Employer) and Service Employees International Union, AFL-CIO, Local 517M, Unit 100 (Union), regarding the fleet repair classification of Truck Mechanic, I through IV (hereinafter referred to as mechanic):

1. It is agreed that movement toward having the mechanics certified by a third party is advantageous to the Employer, the Union, and the mechanics. The non-profit testing organization selected is the National Institute for Automotive Service Excellence (hereinafter referred to as ASE).
2. It is agreed that the tests most applicable to the district fleet are the ASE school bus tests. Individual tests include: Body Systems and Special Equipment (S1); Diesel Engines (S2); Drive Train (S3); Brakes (S4); Suspension and Steering (S5); and Electrical/Electronic Systems (S6).
3. It is agreed currently employed mechanics will be given four (4) years to obtain ASE certification. Afterwards, they must maintain their ASE certification as a condition of employment. Newly hired mechanics must have ASE certification and maintain their ASE certification as a condition of employment.
4. Employees who bid and transfer to mechanic positions in the future will be required to pass all six ASE tests before promotion to Mechanic IV.
5. The employer agrees to pay testing fees and mileage reimbursement, or to provide transportation, if necessary, to and from the test site. The mechanics will be released from work during their shift for testing, but no overtime will be paid if testing or travel extends beyond their shift, or if testing is not available during their scheduled shift or work day.
6. Upon providing proof of passing all six (6) categories, the mechanic's base rate shall be increased by \$1.00.

Memorandum of Understanding  
Certification of Truck Mechanics (Bus)  
Page Two

This Memorandum of Understanding constitutes the entire understanding and agreement reached by the parties with respect to this matter, and is not precedent setting as to the master contract or the policies of the Board of Education of the City of Flint.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Karen Denise Pugh, J.D.  
Acting Executive Director  
Human Resources/Legal Affairs  
Board of Education of the City of Flint

Dated \_\_\_\_\_

\_\_\_\_\_  
Sandra Avery, Coordinator  
Local 517M, Unit 100  
Service Employees International Union

**APPENDIX M**

**FLINT COMMUNITY SCHOOLS  
UNION BUSINESS TIME REPORT**

Name: \_\_\_\_\_  
(Last) (First) (Middle)

Date Submitted: \_\_\_\_\_

School/Department: \_\_\_\_\_

Current Assignment: \_\_\_\_\_

For Weeks of: \_\_\_\_\_

Date of Meeting/ Union Business	Union Business		Purpose of Meeting/ Union Business	Site/Building	Total Hours
	Starting Time	Ending Time			

**Grand Total Hours**

Employee Signature: \_\_\_\_\_  
Supervisor Signature: \_\_\_\_\_

Union Signature: \_\_\_\_\_  
*Distribution:*  
*Employee, Supervisor, Union (Unit Chairman), Human Resources*



The Flint Board of Education, as an Equal Opportunity employer, complies with federal and state laws prohibiting discrimination, including, Title VI and Title VII (with amendments) of the 1964 Civil Rights Act, Title IX of the Education Amendment of 1972 and Section 5604 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. It is the policy of the school board that no person, on the basis of race, sex, color, religion, national origin or ancestry, age, marital status, disability or Vietnam War veteran status, shall be discriminated against in employment, educational programs and activities or admissions.