



# **MASTER CONTRACT**

between the  
Board of Education of the  
City of Flint, Michigan  
and the  
Service Employees International Union  
Local 517M  
Unit 150

## **Paraprofessionals**



### **Flint Community Schools**

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

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**AGREEMENT BETWEEN**  
**BOARD OF EDUCATION OF THE CITY OF FLINT**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 517M, UNIT 150**

**THIS AGREEMENT** entered into this 1<sup>st</sup> 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 150**, hereinafter called the "Union."

**WITNESSETH:**

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

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

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

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

**ARTICLE 1**  
**Recognition**

A. The Board hereby recognizes the Union as the exclusive bargaining representative for all Paraprofessionals of the Flint Board of Education, but excluding all supervisory employees as defined by the Commission in the Consent Agreement of June 27, 1977, Case Nos. R77 D-232 and R77 D-225. The Board also recognizes the Union as the exclusive bargaining representative for those staff identified in the Consent Election dated March 18, 2008, Case Number R08 A-003.

B. **Definitions**

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

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



**ARTICLE 2**  
**Membership, Fees and Payroll Deductions**

- A. All employees who are presently working under this Agreement shall not be required to become members of this Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make payments to the Union in the same manner as Union members and shall do the above as a condition of employment.
- B. During the term of this Agreement, the Board will honor written assignments of wages to the Union for the payment of Union dues, representation fees, initiation fees, and voluntary C.O.P.E. deductions. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The Board will continue to honor those written assignments already in its possession.
- C. The Union shall notify the Executive Director of Business Affairs, in writing, of the amount of such membership dues, representation fees, voluntary C.O.P.E. deductions and initiation fees. The Board will cause such dues, representation fees, voluntary C.O.P.E. deductions, and/or initiation fees to be remitted promptly to the Union, together with a written statement of the names of the employees for whom such deductions were made. Normally, deductions will be made on the last pay period of each month. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.
- D. All employees presently employed by the Board of Education shall make the above payments to the Union on the first full pay period after the ratification of the Contract by the members and the Board. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) days of employment with the Board of Education.
- E. The Board shall provide each new employee hired, at the time of hiring, an assignment of wages form for payment to the Union of membership dues or representation fees, voluntary C.O.P.E. deductions, and/or initiation fees. Assignment of wages forms will be furnished to the Board by the Union. The Board shall inform each new employee hired, at the time of hiring, that failure to begin payment of Union dues or representation fees after the completion of his/her thirtieth (30<sup>th</sup>) day of employment will result in the commencement of termination procedures against such employee upon written Union notification to the Office of Human Resources/Legal Affairs.
- F. On or before the tenth (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.
- G. The Union shall indemnify the Board against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with provisions A, B, C and D of this Article.
- H. The Union agrees not to strike during the term of this Agreement. The Board agrees not to lock out any employee or employees during the term of this Agreement.

**ARTICLE 3**  
**Employee Rights**

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

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

- C. The Board agrees to furnish to the Union, in response to requests from time to time, information concerning the financial resources of the District, adopted budgets, and such other information as it may reasonably require, together with such information as may be necessary for the Union to process any grievance. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board. Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the Union of that fact prior to the reaching of a final decision with respect thereto and will give the Union the opportunity to meet with either the Financial Committee of the Board or such other representatives as the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation thereof.
- D. The Union agrees to represent equally all employees without regard to membership or participation in or association with the activities of the Union or any other organization.
- E. The provisions of the Agreement shall be applied in a manner that does not violate the civil rights of employees under state and federal law, including but not limited to discrimination on account of sex, sexual orientation, age, race, national origin, disability, religious or political affiliation, and marital status, and without regard to membership in or association with the activities of any employee organization; provided, however, that nothing herein shall be so construed as to

prevent the Board from establishing a mandatory retirement age as allowed by law. No employee shall be required to hold membership in any party or any organization or to contribute directly or indirectly to any political party, other organizations, agents, or individuals as a condition of employment or continuation of employment.

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

**ARTICLE 4**  
**Board Rights**

- A. The Board hereby retains and reserves unto itself, without limitation, except as expressly limited by the terms of this Agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States. These rights include, but are not limited to, the following:
1. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
  2. To hire all employees and, subject to the provisions of this Contract and of the law, to determine their qualifications, and the condition of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
  3. To carry on an evaluation program and to evaluate the effectiveness of individual employee performance;
  4. To adopt rules and regulations that are not in expressed conflict with the terms of this Contract;
  5. To determine the qualifications of employees, including physical conditions;
  6. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement; and
  7. The Board shall determine all methods and means to carry on the operation of the schools, including automation.
  8. To discharge employees for failure to comply with the requirements of MCL 380.1230g.

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

**ARTICLE 5**  
**Compensation and Fringe Benefits**

The hourly compensation schedule for the years covered by this Agreement and the Requirements for Placement on hourly compensation grade levels are set forth in Appendices A and B. 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 150 shall receive the same benefit.

- A. Fringe benefit entitlement for employees covered by this Collective Bargaining Agreement is to be determined as follows:

30-40 hours per week: full fringe benefits  
20-29 hours per week: one-half fringe benefits  
Less than 20 hours per week: no fringe benefits

- B. The Board shall provide, without cost, to each full-time employee regularly scheduled to work 198 days or more, Group Life Insurance protection which shall pay to the employee's designated beneficiary the sum of \$25,000, subject to the terms of the policy, upon death and, in the event of accidental death, a sum not less than two (2) times that amount. Any such insurance shall have a conversion privilege in the event of termination of employment, if applied for by the individual within 31 days of such termination.

Each employee regularly assigned to work less than full time but one-half (1/2) time or more (daily or weekly basis of assignment) is entitled to one-half (1/2) the amounts set forth above.

- C. 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. Under PA 152 of 2011 the Hard Cap amounts shall be adjusted annually. The Flint Board of Education has elected 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 full-time regular employee who works 198 days or more per year and 30-40 hours per week, 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.

- D. For employees who work fewer than 198 days and who work 20-29 hours per week, the Board will pay one-half (1/2) of the amounts set forth above. These employees will be solely responsible to pay, through payroll deduction, that portion of the health insurance premium not paid by the Board.

No other employees shall be entitled to this coverage. No employee will be allowed to maintain coverage under more than one (1) health plan provided by the District.

Full-time employees (same as previously defined) ineligible for hospitalization coverage will be allowed \$140 per year for short-term disability coverage of a type presently offered by the Board, provided said employee is enrolled and using said option on or before July 1, 1978. Employees who are not making use of the \$140 per year annual allowance on or before July 1, 1978 will be ineligible for same. Employees hired by the Board subsequent to July 1, 1978 shall be ineligible for the \$140 per year annual option allowance.

Employees regularly assigned to work less than full time but one-half (1/2) time or more, will be allowed \$70 per year for short-term disability coverage of a type presently offered by the Board, subject to the same terms and restrictions detailed above.

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

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

A full-time employee who is eligible and qualified to receive the insurance offered above may elect to receive "cash in lieu" of taking the insurance. An employee who elects this option must present proof in writing of insurance from another source. The eligible and qualified employee who elects "cash in lieu" of insurance will be eligible to receive a maximum of \$2,000 per year, payable in \$500 quarterly installments on the first payday after the end of the quarter for which they are eligible for payment.

To be eligible to receive a quarterly payment, an employee must have been eligible and qualified for Board-provided coverage, and must have elected the cash in lieu option and been without Board provided coverage for an entire quarter, before receiving a quarterly payment.

Those eligible and qualified employees who elect "cash in lieu" may only elect insurance coverage for which they are eligible during the open enrollment period.

- E. The Board shall provide, without cost to each regularly scheduled employee who works 20 hours or more per week, a long-term disability insurance which provides them with sixty (60) percent (effective January 1, 1991, 66 2/3% up to a monthly maximum of \$1,800.00) of their regular daily rate after they have been totally and continuously disabled thirty (30) consecutive, paid, scheduled working days. The benefits, which begin on the 31<sup>st</sup> consecutive, paid, scheduled,

working day of disability, could continue for as long as two (2) of their regularly scheduled working years for any one (1) disability.

Substitutes and those employed less than twenty (20) hours per week are not entitled to this benefit.

- F. A longevity allowance for employees regularly working thirty (30) or more hours per week will start after ten (10) continuous years of service and be paid in a single lump sum the first pay period each November as follows:

<u>Continuous Years of Service</u>	<u>Lump Sum Amount</u>
After the completion of 10 through 14 years	\$358.00
After the completion of 14 through 19 years	\$416.00
After the completion of 19 years	\$474.00

Approved leaves of absence in Article 12 shall not break continuous service for the purpose of longevity allowance; however, such time on leave of absence shall not accrue for longevity allowance.

- G. The Board shall provide for regularly employed full-time employees the entire premium for dental coverage.

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

1. Class I Benefits:

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

2. Class II Benefits:

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

3. Class III Benefits:

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

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

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

No other employees shall be entitled to this insurance coverage.

It is further understood that the Board, by payment of the premiums 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.

- H. The Board shall provide for regularly employed full-time employees (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, except the reasonable and customary charges for frames less the co-payment.

No other employees shall be entitled to this insurance coverage.

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

It is further understood that the Board, by payment of the premiums 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.

- I. Mileage shall be paid for authorized travel at the rate established by the IRS.

J. Inservice Education Days

There shall be a \$4,200 allowance for the voluntary inservice day and courses for inservice credit which shall be developed jointly by the Inservice Department and members of this bargaining unit for the duration of this Agreement. However, the Board reserves the right to staff essential positions.

- K. All employees shall receive a minimum of two (2) hours pay when requested to report for work outside their assigned shifts, unless such work shall occur immediately preceding or immediately following their assigned shifts.

**ARTICLE 6**  
**Job Status and Function of Union Officers**

- A. The bargaining unit shall be divided into five (5) groups as follows:
- Three (3) representatives and three (3) alternates for all employees in all elementary schools;
  - One (1) representative and one (1) alternate for all employees in all secondary schools;
  - One (1) transportation representative and one (1) alternate for all transportation employees;
  - One (1) bilingual representative and one (1) alternate for all bilingual employees; and
- B. The Union shall appoint representatives and alternates for each group. No representative or alternate, regardless of when selected, shall function as such until the Office of Human Resources/Legal Affairs has been notified in writing by the Coordinator or Divisional Vice President of the local union or the Chairperson of the unit. Notice of the selection of representatives and alternates shall be given at the earliest possible date.
- C. Representatives and their alternates and other Union officials shall be permitted to engage in contract negotiations and the investigation/adjustment of grievances subject to the limitations set forth in this Agreement. The union official shall complete and submit the Union Business form (Appendix J) 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.
- D. Any representative or alternate having an individual grievance in connection with his/her own work may ask that another representative or alternate or Union official assist him/her in adjusting the grievance with his/her supervisor.

**ARTICLE 7**  
**Salary Regulations**

A. **Regular Employment**

1. Any employee employed or re-employed within thirty (30) calendar days after the commencement of any school year and who is continuously employed through the school year shall be eligible for a one year experience increment upon reemployment the subsequent school year.

Employment subsequent to thirty (30) calendar days after commencement of a school year does not entitle an employee to credit for an annual experience increment. However, effective July 1, 1978, the following procedure shall be in effect:

In the event an employee is employed or re-employed subsequent to thirty (30) calendar days after commencement of the school year and is continuously employed



for one complete semester, or within thirty (30) calendar days after the commencement of the second semester, he/she shall receive one semester credit toward the required two semester credits for the annual experience increment only.

For the purpose of the above paragraph, the school year for 195-day employees shall be the first day of scheduled employment in August through the last day of scheduled employment in June.

Employees who meet the requirements for the annual experience increment and who are regularly employed for more than 195 days shall receive the increase effective on their first day of employment in accordance with the employment calendar.

For the purpose of experience increment credit, a semester shall consist of continuous employment from the first day, or within thirty (30) calendar days after the commencement of the semester, through the last day of the same semester.

2. All steps on the salary schedule shall be considered to be merit increases.
3. An employee whose position is reclassified shall be paid at the same step and receive increments on the same dates as before reclassification. Each employee re-employed within a five-year period from the last date of employment by the Flint Board of Education shall receive experience credit for all previous Flint Board of Education experience according to the procedure in A(1) of this Article, provided he/she is re-employed in a position in the same grade or a lower grade than that of his/her previous employment.

## **ARTICLE 8**

### **Working Year, Week, and Hours**

- A. The working day shall consist of six (6) hours for employees on a 30-hour week and eight (8) hours for employees on a forty- (40) hour week, exclusive of lunch period. Any variation of the above must be approved by the Executive Director of Human Resources/Legal Affairs. Work schedules for less than 30 hours per week must have the approval of the supervisor and the Executive Director of Human Resources/Legal Affairs or his/her designee.
- B. The Board will set work schedules and make work assignments which can reasonably be completed in the allotted time.
- C. The Board will not regularly expect employees to work in excess of the standard work week.
- D. 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, shall be paid at the rate of one and one-half (1½) times the basic hourly rate.
- E. Employee attendance at parent-teacher affairs or Open Houses outside of normal work hours shall be strictly voluntary. In the absence of the classroom teacher, the principal shall not request the attendance of the employee at such meetings.

Employees required to attend staff or learning community meetings shall be paid at their regular daily rates, or the overtime rate, if applicable.

- F. All employees shall be entitled to a daily lunch period of at least thirty (30) minutes duration. The time of such lunch period shall be established by supervision, but shall be as near to the middle of the shift as possible.
- G. Full-time employees working six (6) hours or more per day shall be granted two fifteen-minute breaks daily, one to be scheduled during the first half of the working day and the second during the second half of the working day. The time of each break shall be scheduled by supervision but shall be as near the midpoint in the first and second half of the working day as possible. Employees shall not be granted compensation time or overtime pay for breaks or lunch periods if not taken.
- H. Paraprofessional Extra Work

Extra hours and overtime hours will be equalized within the paraprofessional 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. This article does not apply to transportation paraprofessionals who are covered by 8 (J).

- J. The Board and the Union agree that Paraprofessional runs will be selected twice during the year. The initial selection will be during the week immediately prior to the start of the school year, during a regular work day. The second selection will occur once the bus run is stabilized (by October 31<sup>st</sup> each year). Paraprofessionals in the transportation department will be allowed to select runs within classification, weeks and hours scheduled. If any run goes up .8 of an hour per day or more in time, that run shall be offered down by seniority.

All Transportation paraprofessionals shall be required to call in one hour prior to beginning of each portion of their work shifts if they are unavailable to work.

Extra work occurring between the regular morning and afternoon runs will be given to transportation paraprofessionals on a rotating basis provided such work does not conflict with the employees regularly scheduled work.

The extra work list shall be posted daily at the dispatcher's window to be initialed if available for work. Dispatcher or the transportation office will try to notify anyone on that list if work becomes available.

Should a paraprofessional not be present or he/she refuse extra work, the dispatcher shall go to the next name on the list and the paraprofessional who refuse work will be passed over and he/she will be charged with the highest extra work hours available. The extra work list is not meant to be an equalization of hours list.

Transportation Relief Paraprofessional:

When given a regular work assignment, relief shall adjust to run schedule hours unless reassigned by the supervisor or dispatcher.

- K. Paragraphs I and J above do not apply to summer work.

**ARTICLE 9**

**Work Loads and Assignments**

- A. Written job descriptions, which are presently being updated, will be made available to any employee upon request from the Office of Human Resources/Legal Affairs to define his/her responsibilities, and to facilitate the performance of his/her duties. The Board reserves the right to change workloads and job descriptions from time to time after consultation with the Union.
- B. When the regular procedure for attaining substitute teachers has been exhausted, paraprofessionals may be needed as emergency substitute teachers, in their building, at the discretion of the building principal. The following procedure will be followed before paraprofessionals are assigned to serve as an emergency substitute:
1. No substitute teachers are available;
  2. Volunteers are sought to serve as an emergency substitute;
  3. If there are no volunteers, a paraprofessional of the same classification may be assigned to serve as an emergency substitute;
  4. If, after all the above efforts are exhausted, there is still need for an emergency substitute, any paraprofessional may be assigned to serve as an emergency substitute teacher.

Paraprofessionals accepting/receiving such an assignment will be compensated twenty-five (\$25.00) dollars per day in addition to their regular daily rate or twelve dollars and fifty cents (\$12.50) for any time greater than 20 minutes up to one-half day or less.

- C. Paraprofessionals will not be assigned to supervise students unless under the meaningful direction and supervision of a classroom teacher. When the student or students assigned to a one-on-one paraprofessional is absent, the paraprofessional will receive his/her assignment for that day from the building principal. It is agreed that the assigned duties will be within the scope of a paraprofessional in the special education program. Classroom special education paraprofessionals who are not one-on-one will not be required to be isolated with a child where that child needs to be separated from other children for behavioral reasons for extended periods. When the assigned students are not in attendance, the paraprofessional will be assigned duties in the appropriate program, as set forth below, after the 1st day or upon prior notice of the absence of student.

1. At the building level if program services are needed.

2. At the nearest building in the zone where program services are needed.
3. When all other options have been exhausted where program services are needed.

In making any assignment above, the building administrator, or special education administrator, will consider the length of the assignment, the needs of the program, and any special circumstances of the paraprofessional.

However, the overriding factors will be the needs of the students and compliance with the applicable laws and regulations.

#### **ARTICLE 10** **Special Education Stipend**

A stipend of five (\$.05) cents per hour shall be paid to Special Education Paraprofessionals, including Transportation Paraprofessionals, for the duration of this Contract. Said stipend shall be in addition to the employee's regular hourly rate.

#### **ARTICLE 11** **Vacancies and Transfers**

- A. When a position becomes vacant or new programs are established which require the services of paraprofessionals, an internal posting will be publicized by posting for five (5) working days. In case no qualified similarly-categorized employee applies for the vacancies, or no one similarly categorized is interested in transfer, an external posting will be publicized by posting 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; further, provided that posting may be waived by agreement between the Union and the Board. During the summer months, posting would be restricted only to those positions in excess of 198 days. During the summer months, posting will be in the Office of Human Resources/Legal Affairs and the Union Hall Office.
- B. Transfers and changes of assignment shall be on a voluntary basis whenever possible. However, the Board and the Union realize that some transfers will be necessary for administrative purposes and will not be arbitrary or capricious. Such transfers shall be made upon the recommendation of the Executive Director of Human Resources/Legal Affairs or his/her designee, after discussion of the transfer with the Union. Employees will be given two (2) weeks notice of involuntary transfer and the reasons for the transfer, if the employee so requests, except that in those cases in which a transfer must be made in less than two (2) weeks, such notice will be given as time will allow. Employees shall have the right to file a grievance protesting an involuntary transfer. Such transfers shall remain in effect during the pendency of the grievance.
- C. Applications to fill any vacancy or transfer shall be made in the following manner, and no application will be considered which does not meet the following requirements:

1. Each applicant shall fully complete a vacancy, transfer or promotion form provided by the Board;
2. The vacancy or transfer form shall be tri-folded and stapled;
3. All blanks on the back of the vacancy or transfer form shall be properly and completely filled in; and
4. The employee shall submit the vacancy or transfer form to the Office of Human Resources/Legal Affairs prior to the deadline fixed for submitted applications.

The employee's right to be considered for such a vacancy or transfer will terminate upon the opening of school in the succeeding year.

- D. Vacancies shall be filled from the employees applying for such positions, provided the employee has the ability to perform all the duties and meet all the requirements of the position, as set forth in the job description. The Board will consider the employee's job related education, related job experience, skills, performance evaluations, length of time in the bargaining unit, attendance record, and interview results in filling vacancies. In the event that two or more employees apply for a vacant position and all of the above factors are equal, seniority shall be the determining factor. The decision of the Board as to the filling of such vacancies shall be final, provided the criteria set forth above shall not be applied arbitrarily or capriciously. "Service" in the system, for purposes of this Agreement, shall mean uninterrupted employment by the Board. Once an employee has successfully bid on a position and been awarded the bid, they are unable to bid on other positions for the remainder of the school year and must remain in that position for the balance of the school year.
- E. Any employee approved for change of position shall be transferred within two (2) weeks after being appointed to the position. The Executive Director of Human Resources/Legal Affairs or his/her designee may extend the above time for an added 30 days in order to meet the needs of the school system after consultation with the Union. In the event the applicant is not placed in the new position within the above two (2) week period, the employee shall, upon the conclusion of said period, begin receiving a wage rate equivalent to the rate of pay of the position to which the employee is to be transferred.

## **ARTICLE 12**

### **Paid Sick and Emergency Leave**

- A. Combined sick and emergency leave shall be granted annually to Paraprofessional employees of the Board, as follows: (Refer to Article 5(A))
1. Ten (10) days for employees working 198-239 days;
  2. Twelve (12) days for employees working 240 days or more;
  3. One-half (1/2) of the above sick and emergency leave days for regularly scheduled 20-29 hour per week employees.

- B. Leave days shall be credited to each employee on July 1 of each fiscal year (or on the first day of employment for those working 198 days or more), except for first year employees, who shall come under the following exceptions:
1. First year employees must work at least one (1) week to be credited with sick and emergency leave days.
  2. First year employees shall be eligible for and may use sick and emergency leave at the rate of one-half (1/2) the annual leave allowance during the first half of their year of employment, and the remainder of their yearly allowance during the second half of the year, prorated as indicated in provision three (3) below, from the date of employment to January 1 or to July 1, dependent upon the employment date.
  3. The number of days combined leave allowed new employees shall be reduced one (1) day for each month or major part thereof that the employee has not reported for work. Any employee beginning work on or after the sixteenth (16<sup>th</sup>) of any given month shall accrue no credit for that month.
- C. Substitutes and employees working less than twenty (20) hours per week shall not be eligible for sick and emergency leave.
- D. Unused sick and emergency leave days will be accumulated indefinitely.
- E. Accumulated sick and emergency leave days shall be used only for personal illness and emergencies.
- F. Each employee on less than a 260-day basis, other than first year employees, shall be allowed to use his/her accrued sick and emergency leave days for personal illness or emergency as of the first day of his/her employment year, even though he/she is not able to report for duty on the first day of his/her employment year, provided that:
1. The employee files an Emergency Leave application with his/her immediate supervisor certifying a personal illness or a serious illness in the family. This statement shall cover the first day of employment and subsequent days and shall be submitted within the first five (5) days of the employment year. (Late filing of application shall result in deferment of pay until the application is received.)
  2. The employee submits an Emergency Leave application in the event of a death in the immediate family.
- G. Upon an employee's return to work after an illness of more than five (5) working days duration, the employee will submit a Doctor's Verification of Illness or Disability Form (Appendix D) confirming fitness to return to work. In any instance where the immediate supervisor has reason to believe that an employee is using illness as an excuse for absence, the employee will present a Doctor's Verification of Illness or Disability Form. It is understood that prior to the Board requiring an employee to present a Doctor's Verification of Illness or Disability Form for the

reason of allegedly using illness as an excuse for absence, the employee will have been counseled in regard to sick day usage by the appropriate supervisor.

- H. In the event an employee has used more sick and emergency leave days than have been accumulated on a 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 the interruption, or the employee's future sick leave.
- I. No regular employee shall forfeit accumulated sick and emergency leave days during approved leave of absence periods. However, the employee shall not be eligible to accrue or to use sick or emergency leave while on leave of absence.
- J. On the date that an employee's resignation becomes effective, all accumulated sick and emergency leave shall be automatically terminated, except as herein otherwise provided.
- K. Use of Leave Allowances for Emergencies

An emergency leave form shall be completed by the employee and submitted to the employee's supervisor immediately upon return to work after an emergency absence. The completed form shall contain all pertinent information relating to the absence.

1. Emergency leave shall not exceed the total number of annual combined leave days allowed to an employee except in unusual "hardship" cases specifically granted by the Emergency Leave Committee, and then only if the employee has additional accrued sick leave.
2. Emergency leaves which require only the written recommendation of the immediate supervisor, and which shall be charged to combined sick and emergency leave are:
  - a. Death Leave: Absence due to the death of a member of the immediate family, for a period not to exceed five (5) working days.
  - b. Immediate family shall be interpreted to 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, first cousin.
  - c. Serious illness other than personal illness: absence due to quarantine or absence due to serious illness of any person listed under section K(2)(b), for a period not to exceed five (5) working days.
  - d. Serious illness followed by death: when serious illness of a member of the family is immediately followed by death, the total leave may be extended to a period not to exceed eight (8) working days.
  - e. Not more than one (1) emergency day shall be allowed for each catastrophe and accidents not involving personal injuries, except that up to five (5) days shall be allowed for fire, flood, or tornado.

3. The following emergency leaves shall be paid, providing the employee has accrued sick and emergency leave days, only upon written recommendation of the immediate supervisor and approval of the Emergency Leave Committee as established by the Board from time to time.
  - a. Death leave for persons other than listed in Section K(2)(b), above if the employee indicates the person's relationship is equivalent to that of a household relative. Examples of such persons would be: a roommate with whom the employee has had a close association for a long time, a distant relative who has been closer to the employee than the relationship implies, a fiancée, etc.
  - b. Serious illness other than personal illness if the leave extends beyond five (5) working days. (Refer to Section K(2)(c)).
  - c. Other hardship emergencies not defined in Section K(2).
4. Sick and Emergency Leave Committee: An employee who is absent in excess of his or her accrued sick and emergency leave days may submit to the Sick and Emergency Leave Committee a form, supplied by the Board, stating the reason for the absence. The form is to be submitted to the principal or the immediate supervisor who will submit the form to the Sick and Emergency Leave Committee.

An employee may apply to the Committee for not more than five (5) unpaid working days per year. Utilization of the sick and emergency leave committee does not preclude the implementation of discipline for excessive absences.

The decision of the Sick and Emergency Leave Committee shall not be subject to a grievance and shall become part of the employee's master personnel file.

The Committee shall consist of three (3) Paraprofessional employees appointed by the Union and three (3) persons appointed by the Board. The Executive Director of Human Resources/Legal Affairs or her/his designee shall be an *ex officio* member of the Committee and shall cast the deciding vote in the instance of a tie. A quorum for a meeting of the Committee shall be six (6) people.

Either the Board or the Union may send representatives by proxy.

- L. Employees will, in the event schools are closed resultant from a snow or similar emergency, 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.

In the event schools are closed resultant from a snow or similar emergency in excess of three (3) days in a school year, 260-day bargaining unit members may utilize an accrued vacation day, report to work, or take the day(s) without pay.

Bargaining unit members working less than 260 days 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 260 days shall not have their work year diminished or increased as a result of schools being closed pursuant to this provision.

- M. Two (2) days of paid personal business leave per year shall be granted annually to all full-time regularly employed employees. (See Appendix I)

Employees regularly scheduled to work at least twenty (20) hours per week but less than thirty (30) hours per week will be allowed to utilize two (2) days equivalent to the employees regularly scheduled work day for personal business purposes. Substitute or part-time employees working less than twenty (20) hours per week will not be eligible for business leave days.

Personal business leave days are provided for legitimate business, professional and family obligations an employee regularly encounters which cannot be met outside the regular work 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. The 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.

Applications for 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. As long as the personal business leave is consistent with the purposes of these paragraphs, it shall be granted. Requests made outside the terms of these paragraphs but within the spirit of these paragraphs may be granted. Employees taking personal business leave days, except as stipulated in these paragraphs, shall be subject to discipline.

Personal business days may not be taken on the first day of school, on the first working day preceding or following a non-work day (except Saturday or Sunday), on the opening day of a small game or fishing season, on the first two (2) working days of a deer hunting season, on the working day preceding or following the opening of small game or fishing season, on the working day preceding the opening of deer hunting season, or on days when final examinations are scheduled, except that 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/her immediate supervisor.

Such days shall not be deducted from accumulated sick and emergency leave days; however, unused personal business days shall be added annually to an employee's sick and emergency leave accumulation.

### **ARTICLE 13** **Leaves of Absence**

- A. Leaves of Absence With Pay

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

1. Jury Duty and Court Service

An employee who is summoned and reports for jury duty as prescribed by applicable law or who is subpoenaed to serve as a witness in a court action involving the Board of Education or arising out of his/her employment, and upon providing proper notice to the employee's immediate supervisor, shall be paid by the Board an amount equal to the difference between the amount of the wages the employee would otherwise have earned by working during regularly scheduled hours for the Board on that day and the daily jury fees or witness fees paid or ordered paid by the Court (not including travel allowance or reimbursement of expenses) for each day on which he/she reports or performs jury duty or is in court or before an administrative tribunal as a witness and on which he/she would otherwise have been scheduled to work for the Board. Such leaves shall not be charged against the employee's sick and emergency leave allowance. The employee shall, upon demand, submit proof of such service and the amount of pay therefor. An employee is required to report to work any day in which he/she has not been requested to report for jury duty service or has been excused from jury duty service with more than three (3) hours remaining of his/ her scheduled shift.

2. Compensable Illness and Injuries

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

B. Leaves of Absence Without Pay

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 and shall be subject to the following general regulations:

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

3. Except in emergency situations, an employee desiring a leave of absence shall make the request to the Office of Human Resources/Legal Affairs at least 30 calendar days prior to the beginning of the period for which the leave is requested.
4. The first leave of absence granted for paraprofessional personnel shall not exceed a six-month period, but may be extended by the Board for two additional six-month periods. Such leaves shall not be extended beyond 18 months except by special action by the Board.
5. An employee on leave for at least six months shall be required to notify the Office of Human Resources/Legal Affairs in writing, not less than 30 days prior to the expiration of leave, whether he/she desires to return to employment or to extend his/her leave. An employee not conforming to the notice requirement may have his/her employment terminated.
6. Persons employed on a 260-day basis who are granted extended personal leave shall have their vacation days prorated against days worked.
7. Leaves of absence for personal reasons may be granted upon written request with approval of the immediate supervisor for illness of members of the family or for other family responsibilities after emergency leave has been expended, or for personal circumstances of a highly unusual or compelling nature.
8. In addition to the general regulations listed above, the following regulations shall apply to leaves granted for specific purposes:

- a. Family/Medical Leave

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

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

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

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

b. Study Leave

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

c. Union Leave

An unpaid leave of absence for the purpose of holding union office at the local, state, or national level shall be granted for not more than three (3) years upon submission of a written application to the Office of Human Resources/Legal Affairs thirty (30) days prior to the effective date of said leave.

Union officials may be granted an unpaid leave of absence for attendance at state or national conventions and/or conferences, not to exceed a total of ten (10) days per year upon written request submitted at least five (5) days in advance to the Office of Human Resources/Legal Affairs

Not more than four (4) employees shall be absent on union leave at any one time.

d. Health Leave

When an employee is ill and has used all of his/her earned sick and emergency leave and all accumulated vacation allowance, the employee is to be placed on leave of absence for the duration of illness not to exceed six (6) months. In no event will an employee's position be protected, without posting, unless mutually extended by the parties, for longer than ninety (90) calendar days beyond the date that the employee's sick and emergency leave days and vacation allowance would have held the position if the employee had used the days, according to his/her regularly scheduled working days on a day-for-day basis, once during the term of this contract. The employee must submit a Doctor's Verification of Illness or Disability Form (Appendix D), indicating disability and approximate duration of absence to the Office of Human Resources/Legal Affairs. Exceptions to this paragraph must have the approval of the Executive Director of Human Resources/Legal Affairs. The Office of Human Resources/Legal Affairs will contact the Unit Chairperson prior to the ninety (90) days to determine if an extension is necessary. The Board will notify employees thirty (30) days prior to expiration of their eighteen (18) month leave, that their employment will be terminated unless they request, and receive, an extension by special action of the Board.

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

work. Employees shall be allowed to displace the least senior employee, regardless of the category, with the highest number of hours/weeks.

e. Parental Leave

All employees shall be granted a parental 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 Doctor's Verification of Illness or Disability Form (Appendix D) confirming fitness to return to work. Parental leave shall be extended for a period not to exceed six (6) months after termination of the employee's disability upon written application to the Office of Human Resources/Legal Affairs.

f. Military Leave

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

g. Religious Holidays

Three (3) days leave of absence without pay shall be granted to employees who wish to observe traditional and customary religious holidays. Such leave shall be granted only if the employee shall file written application therefor with his/her immediate supervisor at least two (2) working days before such religious holiday. In addition to the above, employees shall be entitled to use one (1) day of sick and emergency leave for religious holidays each year.

h. 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.

During such leave the employee will not accrue seniority.

An employee will only be allowed one (1) such leave while employed by the Board of Education.

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 Fringe 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.

No more than four (4) employees may be granted a personal leave at any one time. The allocation of these leaves shall be as follows:

No more than two (2) employees from any one building or program may be granted a personal leave at any one time.

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 building supervisor, appropriate division head, and the Executive Director of Human Resources/Legal Affairs.

Return from such leave will be in accordance with Article 12(C).

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.

All applications for personal leave shall be made no less than thirty (30) calendar days prior to the beginning of the school year.

C. Returning From Leave of Absence

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

**ARTICLE 14**  
**Resignation, Retirement and Termination**

A. Resignation

1. All employees shall give written notice of intention to resign at least two (2) weeks prior to the effective date thereof. Such notice shall be filed in the Office of Human Resources/Legal Affairs.
2. Any employee who fails to give the two (2) weeks required written notice may not be re-employed by the Board. Exception to this may be made by the Executive Director of Human Resources/Legal Affairs.
3. Any employee who resigns forfeits all rights except for unused vacation time.

B. Retirement

1. All employees who retire at any time, if at retirement such employees qualify for 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:

1 to 60 days inclusive: full daily rate  
60 to 120 days inclusive: one-half daily rate

All unused sick and emergency leave in excess of 120 days shall be forfeited.

2. All employees who retire at any time, if at retirement such employees qualify for retirement benefits under the Michigan Retirement System for Public School Employees Act, and further, have at least fifteen (15) years of service with the Flint Board of Education, shall receive thirty-five (\$35) dollars per year of service. To be increased to one hundred (\$100) dollars per year of service effective June 1, 1993.
3. In order to qualify for a year of service towards eligibility for terminal leave benefits, an employee must:
  - a. Be assigned to a position which is scheduled for at least thirty (30) hours per week, 198 days or more per year.
  - b. If an employee changes positions within the bargaining unit resulting in a change of the number of contractual weeks, said employee shall experience no loss of service credit for terminal leave as provided in this contract.
  - c. Service to the District on another Salary Schedule (except substitute service), will count as a year of service, provided all conditions set forth herein are fulfilled.
  - d. Service credit shall accrue to an employee only during a period of active employment except that an employee shall accrue service credit during the period of an employee's earned sick and emergency leave and accrued vacation allowance.
  - e. Employees who resign and are subsequently rehired shall lose all prior credit earned.
  - f. An employee assigned to a position which is scheduled for at least thirty (30) hours per week, 198 days or more per year and who does not work the entire scheduled period of the contract year, shall have the time for years of service computed by adding the months and dividing by twelve (12). Partial years will be prorated by month. An employee must work more than one-half (1/2) of the workdays in a month to get credit for the month. Payment will be made on full year equivalency only.
  - g. An employee assigned to a 198 day or more, twenty (20) hours per week position who does not work the entire scheduled period of the contract year, shall have the time for years of service computed as in Article 13(B)(3)(f) of this contract on a one-half (1/2) time basis.
  - h. An employee assigned to a position which is scheduled for at least twenty (20) but less than thirty (30) hours per week, 198 days or more per year, after completion of fifteen (15) contractual years, will qualify for terminal leave benefits at one-half (1/2) the current rate of terminal leave as set forth in Article 13(B)(2) of this contract.

**ARTICLE 15**  
**Seniority**

- A. Seniority is the length of continuous, uninterrupted service with the school system, in the bargaining unit, and shall accrue to an employee only during a period of active employment and when the employee is physically on the job, except that an employee shall accrue seniority during the period of an employee's earned sick and emergency leave and accrued vacation allowance, and during the period of those leaves set forth in Article 12, provisions A(1); A(2); B(8)(b); and B(8)(f) of this Contract.

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

- B. All regular employees shall be on probation for the first 90 working days of their employment. Upon completion of the probationary period, such employees shall receive 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, except for program termination, must on reemployment serve another period of probation. All employees whose employment is terminated because of program termination and who have accrued at least 60 working days of satisfactory service in the former position shall serve a 60 working day probationary period. Upon completion of the second probationary period, such employees shall receive seniority credit from the first day worked of the first probationary period and shall thereafter accrue such seniority.
- C. Any employee regularly employed to work less than eight (8) hours per day, five (5) days per week, and 260 days per year, shall accrue system seniority in the ratio that the total number of hours worked in each regularly scheduled work day in each calendar year, as of the date of the ratification of this Agreement, bears to two thousand eighty (2,080) hours each year.

Effective July 1, 1992, any regularly scheduled employee working 780 hours or more in any fiscal year shall receive one full year of seniority credit. Employees working less than 780 hours in any fiscal year will receive one-half of a years' seniority credit. Seniority will be credited at the end of the fiscal year.

- D. All system seniority acquired and credited to any employee prior to the date of this Agreement shall be retained.
- E. Seniority lists shall be prepared as soon as possible after the date of this Contract, and such list shall be revised every one (1) 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 system seniority of each employee.

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, with respect to new information provided, 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 to be correct.

F. An employee shall lose system seniority and terminate employment for any of the following reasons:

Voluntarily quits or retires;

Is discharged;

Absents himself/herself from work without notice for three (3) consecutive working days;

Fails to return from approved leaves of absence on or before the appointed time, including recall from layoff;

Accepts other employment during leaves of absence, unless specifically provided for by this Agreement;

Falsifies pertinent information on his/her application for employment or other employment records; where settlement with the employee has been made for total disability.

#### **ARTICLE 16** **Reduction in Force**

A. Any employee who is laid off because of a reduction in staff shall be notified at least two weeks in advance, when possible, in writing by the Executive Director of Human Resources/Legal Affairs or his designee.

B. When the Board makes any necessary reduction in personnel, it will discuss with the Union the necessity for and the effects of such a reduction. The decision of the Board with respect to said reductions in personnel shall be final, subject to the provisions of this Article.

C. The Board shall, in an instance of reduction in force, determine the category(ies) within the division in which reductions will be made and the positions so affected.

1. Probationary employees within the affected category(ies) within the division shall be laid off in an order determined by the Board.

2. Non-probationary employees within the affected category(ies) within the division shall be laid off in the reverse order of their seniority, with the employee having the least seniority being laid off first.

Non-probationary employees in positions scheduled for elimination after the ratification date of this Agreement who work at least twenty (20) hours per week will displace the least senior employee within the category working the same number of hours per week (e.g., a thirty hour per week employee will displace the least senior thirty hour per week employee within the category provided such employee has more seniority than the employee to be displaced).

Laid off employees unable to bump or transfer within the same job category may displace the least senior employee working the same number of hours regardless of category, provided such employee has more seniority than the employee to be displaced, possesses the necessary job related education, job experience and skills; has received satisfactory performance evaluations, has worked within the last three years in the job category in which he/she wishes to transfer or bump and has earned at least two years of seniority credit within that job category.

Employee(s) displaced pursuant to the third paragraph of Article 15(C)(2) shall displace the least senior person within their category.

3. Employees laid off through the procedures set forth in this Article shall be retained on a recall list for a period equal to the sum of their accrued seniority, and shall be recalled in reverse order of their layoff to their former position, should it become available, or to vacant positions within the same category within the division.
4. Any employee removed from his/her position because of a reduction in staff shall, in the event of a vacancy in the position most previously held by the employee within the category to which the employee was formerly assigned, be returned to said position without implementing the bid procedure for the duration of this Agreement.
5. The parties reserve the right during period(s) of reduction(s) to meet and discuss alternative procedures to the implementation of Article 15(C)(2) and (3). Absent mutual agreement by the parties in a timely fashion, the Board reserves the right to implement the provisions set forth in sections C(2) and (3). This provision shall become effective after the ratification date of this Agreement.

It is understood that no application of the seniority standard for purposes of the aforesaid layoff and recall procedures shall in any manner compel the School District to retain or recall any person in any position for which he/she cannot perform all the duties and meet all the requirements of the position, as set forth in the job description.

- D. No position shall be filled, except on a temporary basis, while employees entitled to recall remain on layoff. Employees shall be eligible for recall for a period of time equal to their seniority but not more than four years from the date of layoff.
- E. Notice of recall shall be sent to the employee at his/her last known address as recorded in the Office of Human Resources/Legal Affairs, by certified mail, return receipt requested. If an employee fails to report for work within five (5) working days from the date of receipt of the recall notice, the employee shall be considered as having voluntarily terminated his/her employment.

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

- F. Employees shall not be permitted to displace other employees who work more hours per day than they do.

G. Definitions

1. Category, as used in this Article, is defined as the configuration of positions by function as set forth in Appendix C of the Master Contract.
2. Division, as used in this Article, is defined as those facilities owned and operated by the Board of Education.
3. Position, as used in this Article, refers to the position title as evidenced by the job description accompanying the position (e.g., Paraprofessionals, Emotionally Impaired, and Bilingual).

**ARTICLE 17**  
**Discipline of Employees**

It is recognized by administration and the Union that the immediate supervisor, appropriate administrator, as designated by administration, may issue written warnings and reprimands to employees. Accumulation of such reports may lead to dismissal.

Disciplinary Offenses

The parties agree that in the instance of detailed "disciplinary offenses," the progressive penalty formula utilized by the Board shall be as hereinafter provided, except as otherwise stated and agreed upon by the parties.

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

- |                   |    |  |
|-------------------|----|--|
| a) First offense  | -- | oral warning   |
| b) Second offense | -- | written reprimand                                    |
| c) Third offense  | -- | written reprimand, one-day suspension                |
| d) Fourth offense | -- | written reprimand, three-day suspension              |
| e) Fifth offense  | -- | written reprimand, one-week suspension               |
| f) Sixth offense  | -- | suspension with length to be determined to discharge |

Copies of warnings and reprimands will be distributed to the Office of 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, which may accumulate within a given period of time, may lead to suspension and dismissal.

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 understood that in any instance where an employee receives discipline in accord with the provisions of this Article, the employee will customarily receive the next level of discipline beyond the

level of discipline previously received by the employee in the progressive disciplinary chain within the timelines provided in the Master Contract.

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

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

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

All discipline for conduct described in Section 380.1230b of the Michigan Compiled Laws (unprofessional conduct) shall be exempt from the removal provisions of Article 16 of this agreement.

It is understood, however that nothing herein is intended to prevent administration and supervision from taking immediate disciplinary action for serious offenses subject to the grievance procedure. Investigation of employees will take place in 30 working days or as soon as reasonable.

The form to be used is Appendix F.

#### **ARTICLE 18** **Evaluation of Employees**

The evaluation of the work of employees is the responsibility of the administration. In order that each employee may be aware of his/her strengths and weaknesses, an evaluation will periodically be given to each employee. Probationary employees will be evaluated on or about the thirtieth working day, the sixtieth working day, and prior to the ninetieth working day.

Non-probationary employees will be evaluated once during the school year by June 1, unless the employees' services are determined to be unsatisfactory, whereupon the employees may be evaluated up to twice a year. There shall be at least thirty (30) days between the first and second evaluations. If the second evaluation is found to be satisfactory, the first evaluation will be removed from the employees' personnel files. The form to be utilized in such an evaluation is found in Appendix E of the Master Contract. A conference shall take place with the employee and administrative evaluator following each evaluation.

#### **ARTICLE 19** **Negotiation Procedures**

- A. Not later than March 15 of the calendar year in which this Agreement is subject to re-opener or expires, the Board agrees to begin negotiations with the Union concerning a successor Agreement, in accordance with the procedures set forth herein. Any Agreement so negotiated shall apply to all employees and shall be reduced to writing and signed by the Board and the Union.

- B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Union present at the ratification meeting.
- C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- D. In the event the negotiations described in paragraph A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

**ARTICLE 20**  
**Working Conditions and Safety**

- A. The Board agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees to attempt to instill in each employee by all reasonable means the realization of his/her responsibility to himself/herself, his/her fellow employee, and the Board in the prevention of accidents.

- B. 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. Both sides may bring appropriate representatives to the table in addition to regular members for expertise on a given subject the committee is considering. 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. The safety committee may consider, among other topics, blood pathogen training, CPI, CPR, wheelchair and wheel chair lift training, necessary and required inoculations etc.

- C. Safety Devices

The Board agrees to provide at its own cost, where necessary, such safety devices as may be determined to be necessary by the Safety Committee.

**ARTICLE 21**  
**Grievance Procedure**

- A. Definitions

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

B. Purpose

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

C. Representation

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

D. Procedure

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

1. Level One

An employee having a grievance shall first take the grievance up with his/her immediate supervisor. The supervisor shall give his/her decision to the employee within three (3) working days.

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.

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 ten (10) working days immediately following the signing of the grievance and attempt to adjust the grievance. Within two 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.

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 next higher supervisor, depending upon the department into which the aggrieved employee is assigned. The director of the department shall attempt to adjust the grievance at the earliest possible date and in all cases the director shall give his/her answer to the grievance within five (5) working days after receipt of the appeal. The director shall give his/her answer to the appeal in writing, providing two copies for the Union. The answer shall set forth the relative information used in arriving at his/her decision.

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 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.

4. Level Four

Within ten (10) working days of receipt of the answer at Level Three, the Union may, by written notice to the Office of the Executive Director of Human Resources/Legal Affairs, request that the matter be submitted to arbitration. Such a request shall not include more than one grievance unless the issues in the Demand are directly related, or the parties mutually agree to the contrary. The arbitration hearing shall be conducted in accord with the rules of the American Arbitration Association. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notice is given, notice shall then be given to the American Arbitration Association and

the arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The jurisdiction of the arbitrator shall be limited to a grievance arising out of the interpretation or application of this Agreement or any written amendments hereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto or to specify the terms of a new agreement or to substitute his/her discretion for that of the parties hereto or to assume any of their functions or responsibilities.

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

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

E. Time Limits on Filing an Appeal

Any grievance not appealed by the Union or aggrieved employee within 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 supervision. If an answer is not received within the time limits set forth above, an appeal may be processed to the next level. A grievance may not be filed after the lapse of thirty (30) days from the date the incident occurs.

F. It is understood that any charge filed by the Union and/or an employee with a governmental agency such as, but not limited to, the Equal Employment Opportunity Commission and/or the Michigan Civil Rights Commission shall not be subject to 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.

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

H. Any alleged grievance occurring during the period between the termination date of the Master Agreement, unless extended by mutual agreement, and the effective date of a successor Agreement shall not be subject to the grievance procedure. Any grievance which arises prior to the ratification date of the successor Agreement shall not be processed under the successor Agreement.



- I. No grievance shall be filed by any employee more than seven (7) calendar days after the effective date of his/her resignation as determined by the employee's notice of resignation.

## **ARTICLE 22**

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

- A. The parties agree that a Joint Labor-Management Committee shall be formed and shall continue to operate during the term of this contract.
- B. The Committee shall consist of four (4) employees appointed by the Union and four (4) persons appointed by the Board. A quorum for a meeting of the Committee shall be eight (8) people.
- C. The Committee shall meet 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 23**

### **Miscellaneous**

#### A. Notices

All notices required to be given by this Agreement shall be sufficient if mailed to the Board by ordinary mail addressed to the office entitled to notice at 923 East Kearsley Street, Flint, Michigan 48503, or to such other address as the Board shall direct in writing. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 5045 Miller Road, 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 Board's Office of Human Resources/Legal Affairs. It shall be the responsibility of employees to notify the Office of Human Resources/Legal Affairs and their immediate supervisors of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.

- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed or hereafter employed by the Board.
- C. Any case of assault on an employee shall be promptly reported to the Board. The Board shall render all reasonable assistance to the employee (excluding legal counsel) in connection with the handling of the incident by law enforcement and judicial authorities.
- D. Non-bargaining unit personnel in the active employment of the Board shall not perform work on any job covered by this Agreement, except in emergencies when regular employees are not immediately available and/or in the instruction and training of employees.
- E. Any member of the bargaining unit who is promoted to a supervisory position, technical salary schedule position, or professional non-teaching position who requests or is requested by the Board to return to the bargaining unit shall return to (a) a vacancy in the category in which

he/she has experience, or (b) if there is no vacancy, he/she may displace the least senior person in the category, providing displacing employee has more seniority in the unit than the person displaced. The employee must notify the Board in writing of his/her intent to return to the bargaining unit thirty (30) working days prior to leaving the position he/she was promoted to or his/her rights under this contract will be eliminated. Thirty (30) days notice will be waived if less notice is provided by the Board in which case the employee will notify the Board in writing within two (2) working days of receipt of notice.

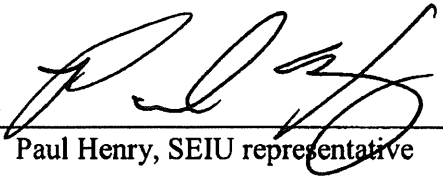
- F. It is agreed by both the Union and the Board that negotiations or other business be conducted during the normal work hours of a Union member involved, the Union member shall suffer no loss of pay.
- G. The Board reserves the right to establish and/or modify, from time to time, and/or terminate an employee's attendance incentive program. The decisions of the Board with respect to the implementation of this provision shall be final.  
This provision shall not be interpreted to deny an employee the right to utilize sick leave days.

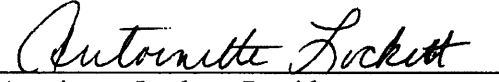
#### **ARTICLE 24** **Term of Agreement**

- A. This Agreement shall not become effective until ratified by the Board and members of the Union and upon ratification shall remain in full force and effect without change, addition, or amendment until the 30<sup>th</sup> day of June, 2015.
- B. Notice of intent to modify 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 renegotiate the Agreement on March 15, 2015 or thereafter but no later than June 30, 2015, and negotiations shall commence as soon thereafter as shall be feasible. If there is no request to renegotiate this contract, it remains in full force and effect.
- C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties, and no departure from any provisions of this Agreement by either party, or by their officers, agent, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.
- D. If any law now existing or hereinafter enacted or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion. And if agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation. This constitutes the full agreement and understanding of the parties and no other documentation except which has been mutually agreed upon shall govern the relationship of the parties with the exception of applicable State and Federal Law.

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 517M, UNIT 150

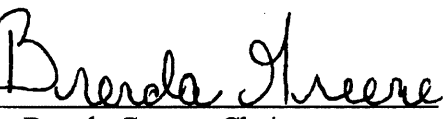
BOARD OF EDUCATION OF THE CITY  
OF FLINT

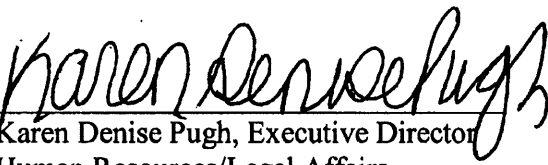
By   
Paul Henry, SEIU representative

By   
Antoinette Lockett, President

Dated: 11-13-12

Dated: 10/30/2012

By   
Brenda Greene, Chairperson

By   
Karen Denise Pugh, Executive Director  
Human Resources/Legal Affairs

Dated: 7/19/12

Dated: 7/19/12

**APPENDIX A**  
**Paraprofessional**

<u>2010 – 2011</u>						
<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>1</b>	**	**	**	**	**	**
<b>2</b>	10.05	10.72	11.32	11.96	12.40	12.87
<b>3</b>	10.38	11.03	11.64	12.19	12.71	13.26
<b>4</b>	10.72	11.32	11.96	12.40	13.04	13.60
<b>5</b>	11.32	11.96	12.40	13.04	13.60	14.69

**APPENDIX A-1**  
**(2010-2011 Salary Scale less 5%)**

<u>2010 – 2011</u>						
<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>1</b>	**	**	**	**	**	**
<b>2</b>	9.55	10.18	10.75	11.36	11.78	12.23
<b>3</b>	9.86	10.48	11.06	11.58	12.07	12.60
<b>4</b>	10.18	10.75	11.36	11.78	12.39	12.92
<b>5</b>	10.75	11.36	11.78	12.39	12.92	13.96

**Note:** The Appendix A Salary Schedule represents hourly rates of the 2010-2011 fiscal year. Appendix A-1 applies from the date of execution of this Agreement. Paraprofessional staff under this agreement will receive payment per Appendix A-1.

**APPENDIX B**  
**Requirements for Placement**

- GRADE 2 High school diploma or equivalent, brief orientation in human development, social relations, school procedures, as well as basic skills (including passing Work Keys Assessment Test) required to successfully perform required duties.
- GRADE 3 Employee has earned a Child Development Associate certificate and is employed in a position which requires a Child Development Associate certificate as a job qualification.
- GRADE 4 Thirty (30) semester hours of successful post-high school credit consisting of no more than ten (10) semester hours of professional development credit validated by the Professional Development Department of the Flint Community Schools and at least one (1) year of experience as a Paraprofessional.
- GRADE 5 Paraprofessionals who have sixty (60) semester hours of successful post-high school credit consisting of no more than twenty (20) semester hours of professional development credit validated by the Professional Development Department of the Flint Community Schools and two (2) years of experience as a Paraprofessional.

**APPENDIX C**  
**Categories**

**One**

Paraprofessional, At Risk  
Paraprofessional, Comparability  
Paraprofessional, Title I

**Two**

Paraprofessional, Physical Education

**Three**

Paraprofessional, Autistically Impaired  
Paraprofessional, Autistically Impaired, Individual Student  
Paraprofessional, Cognitively Impaired  
Paraprofessional, Cognitively Impaired, Individual Student  
Paraprofessional, Early Childhood Developmentally Delayed  
Paraprofessional, Emotionally Impaired  
Paraprofessional, Emotionally Impaired, Individual Student  
Paraprofessional, Inclusive Education  
Paraprofessional, Itinerant, Special Education  
Paraprofessional, Learning Disabled  
Paraprofessional, Least Restrictive Environment  
Paraprofessional, Physically or Otherwise Health Impaired  
Transportation Paraprofessional, Special Education

**Four**

Paraprofessional, Classroom Support, Head Start  
Paraprofessional, Head Start  
Paraprofessional, Pre-Kindergarten

**APPENDIX C, Continued**  
**Categories**

**Five**

Paraprofessional, Bilingual  
Paraprofessional, Bilingual/ESL

**Six**

Paraprofessional, Hearing Impaired

**Seven**

Paraprofessional, Educational Development Plan

**Eight**

Transportation Paraprofessional, Head Start  
Transportation Paraprofessional, Title I

**APPENDIX D**

S.S. # \_\_\_\_\_ Last Day Worked \_\_\_\_\_

Dept. \_\_\_\_\_ Supervisor \_\_\_\_\_

**Flint Community Schools**

**Doctor's Verification of Illness or Disability Form**

TO BE COMPLETED BY ATTENDING PHYSICIAN

(Please Print or Type)

1. Patient's name \_\_\_\_\_ Age \_\_\_\_\_

2. Please state:

(a) Patient's complaints \_\_\_\_\_  
\_\_\_\_\_

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

(c) Your diagnosis \_\_\_\_\_

(d) Brief history of illness or injury \_\_\_\_\_  
\_\_\_\_\_

3. Give all dates of treatments by you during this period of disability:

Office or home \_\_\_\_\_

Hospital \_\_\_\_\_

4. If the patient was confined as a registered bed patient in a legally constituted hospital during this period of disability, please answer the following:

(a) Name and address of hospital \_\_\_\_\_  
\_\_\_\_\_

(b) Date of admission \_\_\_\_\_ 20\_\_ Date of discharge \_\_\_\_\_ 20\_\_

(c) Date of surgery, if any \_\_\_\_\_ 20\_\_ Surgical procedure \_\_\_\_\_ 20\_\_



**Flint Community Schools**

**Doctor's Verification of Illness or Disability Form, Continued**

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 E**  
**Employee Evaluation Form**

Employee \_\_\_\_\_ School or Office \_\_\_\_\_

Supervisor \_\_\_\_\_

Examples of Strengths:

Areas Needing Improvement:

Assistance Given by Appropriate Administrator or Teacher:

General Comments:

I have read the above evaluation.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

APPENDIX F

Date \_\_\_\_\_

**FLINT COMMUNITY SCHOOLS**  
**Warning, Reprimand, or \*Suspension Notice**

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

EMPLOYEE'S NAME \_\_\_\_\_ (Last)  
(First) (Middle)

SOCIAL SECURITY NUMBER \_\_\_\_\_

SCHOOL OR DEPARTMENT \_\_\_\_\_

POSITION \_\_\_\_\_

It is recognized by administration and the Union that the immediate supervisor, as designated by administration, may issue written warnings and reprimands to employees.

Accumulation of such reports may lead to dismissal.

Copies of warnings and reprimands will be distributed to the Office of Human Resources/Legal Affairs, the affected employee, and the Union. Serious breaches of conduct or failure to meet job responsibilities may lead to instant suspension leading to dismissal. In addition, incidents which may accumulate within a given period of time, may lead to suspension and dismissal.

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

Reason for Discipline:

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

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

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

It is further understood that the Board, in accord with the language of Article 17 of the Master Contract, reserves the right to depart from the customary disciplinary chain, recognizing that to do so will provide the Union or the involved employee with cause to challenge the severity of the penalty assessed through the grievance procedure. In those instances where the discipline penalty assessed to an employee is in compliance with the customary disciplinary chain, the severity of the penalty assessed will not be subject to the grievance procedure.

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

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

All discipline for conduct described in Section 380.1230b of the Michigan Compiled Laws (unprofessional conduct) shall be exempt from the removal provisions of Article 16 of this agreement.

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

Date: \_\_\_\_\_  
Signature of Principal or Supervisor

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

Dated: \_\_\_\_\_  
Signature of Employee

Dated: \_\_\_\_\_  
Name of Union Representative Present (if appropriate)

\*Pending final action of the Flint Board of Education

**APPENDIX G**  
**Student Employment**

The Board shall reserve the right during the term of the Master Contract to assign students, within a student employment context, to assist bargaining unit members in the performance of their duties and responsibilities.

The Board and the Union agree that the purpose of such student assignments shall be to provide the student with practical work experience to strengthen employability skills, and shall not be utilized in such a way so as to replace bargaining unit members or deny employees customary overtime opportunities.

The foregoing provision shall not, however, be construed in such a way so as to prevent the Board from making student placements in those instances where employee reductions are resultant from a decline in student enrollment, school closings, and/or financial emergencies.

Students assigned to assist employees in the performance of their duties and responsibilities will be removed from a particular work assignment upon the written recommendation of the employee to whom the student is assigned and the concurrence of the employee's immediate supervisor.

The Board and the Union agree that this provision shall not be viewed as operating in conflict with Article 21(E) of the Master Contract.

**APPENDIX H**  
**Summer Employment**

It is recognized and understood that the Board has the right to establish summer positions of a temporary nature for the purpose of completing projects or special assignments which may arise within the District from time to time.

It is agreed between the parties that the Board will continue in its practice of establishing the "pay grade" and "step placement" for personnel who are selected for summer positions, but that personnel so selected will be compensated in accord with the hourly rate schedule for the school year most recently concluded in the instance of work performed prior to June 30 of a given year, and will be compensated in accord with the subsequent year's hourly rate schedule for work performed after July 1 of a given year.

In the area of summer employment, Unit 150 has expressed its need for a fair system of distribution of summer employment opportunities among the members of the bargaining unit. It has been agreed by the parties that the Staff Assistant, Classified, notify the Unit Chairperson of any summer programs by May 15th, and that a sign-up sheet would be placed in the Office of Human Resources/Legal Affairs for bargaining unit members interested in summer employment.

The above modification represents the only change in Board summer employment practices with respect to the establishment of summer positions, and the benefits set forth in this Appendix represent the full extent of the benefits to which employees so situated are entitled.

**APPENDIX I  
FLINT COMMUNITY SCHOOLS**

**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\_\_\_\_, I certify that the reason  
\_\_\_\_\_ p.m.

given below is in accordance with the provisions of Article 12 (M) of the 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.

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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)







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.

## Memorandum of Understanding

Between

SEIU Local 517M Unit 150 Paraprofessionals

### Purpose

This agreement is entered into by and between the Flint Community Schools Board of Education and the SEIU Local 517M Unit 150 Paraprofessionals (SEIU). The reasons that the parties are entering into this agreement include the following:

- 1) the fact that the District's current deficit is \$10.4 million;
- 2) the fact that the District owes approximately \$11 million to vendors including retirement, health and other insurances, transportation and custodial services;
- 3) that the District is in violation of its current Debt Elimination Plan (DEP);
- 4) that the Michigan Department of Education has refused on two (2) occasions to date to accept a revised DEP from the District;
- 5) that the District has been unable to obtain credit for additional loans to meet the District's financial obligations despite numerous efforts to do so; and
- 6) that the District has been advised that the only way that a revised DEP will be accepted by the Michigan Department of Education and obtain additional credit from a bank is if the District takes action to reduce its costs, and particularly its labor costs, immediately.

Accordingly, in recognition of the District's dire financial situation, the District and the SEIU have collaborated in good faith in entering into this agreement as being the minimum action necessary to hopefully have a new DEP accepted by the State and avoid more serious action by the State, which the DEP will mandate that the District eliminate its deficit and repay its debt by June 30, 2018.

### Agreement

Therefore, for the reasons above, the parties agree as follows, which shall apply notwithstanding any contrary provision in the parties' current agreement:

1. The salary and benefits provided under the agreement to bargaining unit members shall be reduced by a total of 19% as of the date of July 1, 2014, the specific allocated reductions as between salary and benefits to be determined by said date. If there is no agreement on the specific allocated reductions as between salary and benefits by said date, then all salaries in the agreement shall be automatically reduced by 19%. The 19% total reductions shall not include savings realized by layoffs, reduced work schedules, or the like.

It is understood and agreed that the agreements above will be in effect through June 30, 2018. While these agreements are intended to address the immediate financial crisis faced by the District, it is agreed that the parties will continue to meet and bargain the language issues in the parties' agreement.

**Signatures**

The parties agree to the terms of this Memorandum of Understanding on this day January \_\_\_\_, 2014

Antoinette Lockett 1/13/14

Board of Education President

Branda Shere 1-9-14

Chairperson  
President, SEIU Local 517M Unit 150  
Paraprofessionals

Larry E. Wall 1.9.14

Superintendent of Schools

Clarification of Memorandum of Understanding  
Between  
SEIU Local 517M Unit 150 Paraprofessionals

**Purpose**

This addendum is to clarify the processes that will or may be used to achieve the cost savings as outlined in the Memorandum of Understanding dated January 8, 2014 which has been executed by the parties. The actual language from the Memorandum is provided below, with the clarification immediately following.

**"Agreement**

Therefore, for the reasons above, the parties agree as follows, which shall apply notwithstanding any contrary provision in the parties' current agreement:

1. The salary and benefits provided under the agreement to bargaining unit members shall be reduced by a total of 19% as of the date of July 1, 2014, the specific allocated reductions as between salary and benefits to be determined by said date. If there is no agreement on the specific allocated reductions as between salary and benefits by said date, then all salaries in the agreement shall be automatically reduced by 19%. The 19% total reductions shall not include savings realized by layoffs, reduced work schedules, or the like."

**Clarification:** It is agreed that the 19% reduction in salaries and benefits for the 2014-15 fiscal year may be achieved by a combination of compensation reduction and savings, as well as savings actually resulting from retirements that go into effect beginning after July 1, 2014 (retirements that begin before July 1, 2014, will not be counted toward the 19% target). The savings that will count toward the target are limited to net savings; that is, the difference between the compensation that would have been paid to the retiring employee(s), had the employee(s) not retired, and the compensation that will instead actually be paid to the new employee(s) that replaced the retiring employee(s). The cost of any termination pay paid to the retiring employees will be included in the savings calculation.

"It is understood and agreed that the agreements above will be in effect through June 30, 2018. While these agreements are intended to address the immediate financial crisis faced by the District, it is agreed that the parties will continue to meet and bargain the language issues in the parties' agreement."

**Clarification:** None is needed for this section of the Memorandum.

**Signatures**

The parties agree to the terms of this Clarification to the previous Memorandum of Understanding dated January 8, 2014, on this date of January 13, 2014.

Antoinette Tinkett 1/13/14

Board of Education President

Brenda Moore 1-13-14

Chairperson

President, SEIU Local 517M Unit 150

Paraprofessionals

Lawrence E. Watt Jr. 1/13/14

Superintendent of Schools

TIA 5-7-2014  
KBS  
B.M.

**TENTATIVE AGREEMENT**

*Service Employees International Union, Local 517M, Unit 150*  
-and-  
*School District of the City of Flint*

This Tentative Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **School District of the City of Flint ("District")** and the **Service Employees International Union, Local 517M, Unit 150 ("Union")**.

1. Health Coverage and Other Insurance Benefits. Effective with the plan year starting July 1, 2014, the District will provide health insurance benefits to eligible bargaining unit members and their eligible dependents through Blue Cross Blue Shield of Michigan, Glidepath plan SB HSA 2000-0% (Rx 10/40/80), BCN Glidepath plan 500-20% (Rx 10/40/80), or BCN 0% 10 OV (Rx 15/25). During the term of this Tentative Agreement, the District will pay on behalf of each eligible employee who elects coverage the annual amount of \$5,692.56 for employees with single person coverage, \$11,904.48 for employees with two-person coverage, or \$15,525.00 for employees with family coverage, or the annual premium amount for such coverage, whichever is less.

Effective with the plan year starting July 1, 2014, the District will provide the following other insurance benefits:

- a. Life Insurance. The District shall provide, without cost, to eligible full time bargaining unit members, group term life insurance protection that shall pay to the bargaining unit member's designated beneficiary the sum of \$25,000.
- b. Long-Term Disability Insurance. The District will provide, without cost, long-term disability insurance to eligible full time bargaining unit members. The policy will provide a ninety (90) working day elimination period; reimbursement of sixty percent (60%) of gross contractual salary, with a monthly cap of \$1,800; and benefit termination after two (2) years.
- c. Dental Care Insurance. The District will provide, without cost, dental care insurance to eligible full time bargaining unit members under the same terms and conditions as provided to the United Teachers of Flint (UTF) pursuant to the tentatively agreed collective bargaining agreement between the District and the UTF.
- d. Vision Care Insurance. The District will provide, without cost, vision insurance to eligible full time bargaining unit members under the same

terms and conditions as provided to the UTF pursuant to the tentatively agreed collective bargaining agreement between the District and the UTF.

2. Wage Scale. The wage scales provided in Appendix A-1 of the collective bargaining agreement between the Union and the District will govern until June 30, 2018.

3. Position Elimination. The parties acknowledge that the District will eliminate five (5) bargaining unit positions pursuant to the Deficit Elimination Plan. This paragraph does not limit the District's contractual management rights.

4. Term. This Tentative Agreement will be in effect from ratification until June 30, 2018. The terms of this Tentative Agreement will be incorporated into the subsequent collective bargaining agreements reached during the term of this Tentative Agreement.

**SCHOOL DISTRICT OF THE  
CITY OF FLINT**

**SERVICE EMPLOYEES INT'L  
UNION, LOCAL 517M, UNIT 150**

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