

**CUSTODIAN, TRANSPORTATION
and LUNCH PERSONNEL
AGREEMENT**

between

FLUSHING COMMUNITY SCHOOLS

and the

**INTERNATIONAL UNION
Of OPERATING ENGINEERS**

2008-2011

AGREEMENT

between

THE FLUSHING COMMUNITY SCHOOLS

HEREINAFTER REFERRED TO AS THE "BOARD"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL #547, 547A, 547B, 547C, 547E and 547H, AFL-CIO

HEREINAFTER REFERRED TO AS THE "UNION"

2008-2011

INDEX (will change)

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ARTICLE 1

PURPOSE

- (a) It is the general purpose of this Agreement to promote the mutual interests of the Board and its employees and to provide for the operation of the services provided by the Board under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to school operation. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.
- (b) The parties recognize that the interest of the employer and the job security of the employee depend upon the employer's success in maintaining proper service for the children of the school district.

ARTICLE 2

BARGAINING UNIT

The Board recognizes the Union as the exclusive bargaining representative for all full and regular part-time employees as listed in Schedules A, B, and C of this Agreement, but excluding all professional employees, supervisors and all other employees.

ARTICLE 3

DEFINITIONS

- (a) Regular Full-Time Employee: A regular full-time employee is one who is scheduled to work a minimum of forty (40) hours per week on a permanent basis.
 - (b) Regular Part-Time Employee: A regular part-time employee is an employee working less than forty (40) hours per week on a permanent basis.
 - (c) Probationary Employee: A probationary employee is one who has not completed the initial working days of employment as called for by the employee's classification.
 - (d) Temporary Employee
 - (1) An employee who is hired for only a limited period of time to substitute for one or more permanent full-time employees or permanent part-time employees during their absence.
- OR
- (2) An employee who is hired for a job of limited duration (not to exceed thirty (30) calendar days by mutual agreement), and who is so informed at the time he/she is hired, shall be considered a temporary employee. He/she shall not acquire seniority or status as a bargaining unit member by virtue of such temporary employment.

- (3) A temporary employee becomes a regular employee only when designated as such through a positive action by the Board. A temporary employee who is retained in employment as a regular employee after conclusion of the temporary period shall be required to serve the probationary period. After the conclusion of said period, if retained, seniority shall be counted from date of hire as temporary employee, if such service was consecutive.
- (e) Seasonal Temporary Employee: An employee who is hired for a limited period of time (April 1 through October 31) to perform outside duties of a seasonal nature (mowing, field maintenance, painting, etc.). Such an employee is clearly not a member of the bargaining unit and has no contractual privileges.
- (f) Temporary employees shall not be hired as long as there are laid off bargaining unit employees willing, available and able to perform such work. A laid off employee performing temporary work in his/her classification shall receive his/her regular rate of pay but no other benefits. A laid off employee performing temporary work outside of his/her classification shall receive the district's substitute rate of pay for such work and no other benefits. Laid off employees shall be offered substitute work within their classifications on a seniority basis, providing they can be reached by a single phone call.

Understanding: When a regular (or laid off) bus driver substitutes for another regular bus driver immediately before and after a holiday or act of nature day, the substitute regular (or laid off) driver shall be paid for the holiday or act of nature day, provided the regular driver is not paid for the day. In no case will both the regular and regular (or laid off) driver substituting both be paid--no double payments are to result.

- (g) The Board shall hereafter be free to employ persons for job training purposes whose wages are subsidized by federal, state or local funds, who shall not be members of the bargaining unit or covered by this Agreement, provided that such shall not be done to displace or replace a unit employee, nor shall such be done where such person shall cause an unreasonable burden upon other employees. Such employees will not be given preference over qualified bargaining unit employees for promotional positions as vacancies occur. Further, such employees shall not be paid more than the entry wage of the seniority group of which he/she is working.

NOTE:

Employees defined in ARTICLE 2 and in Sections (a), (b), and (c) of ARTICLE 3 are members of the bargaining unit as listed in Schedules A, B, and C of this Agreement.

Employees defined in Sections (d) and (f) of ARTICLE 3 are included only for definition purposes.

- (h) A laid off employee substituting for the same absent regular employee for more than sixty (60) consecutive working days shall be considered as recalled from layoff for the balance of such substitution and shall be entitled to all of the benefits of a regular employee during the balance of such substitution beginning on the sixty-first (61st) day of such substitution.

ARTICLE 4

RIGHTS OF THE BOARD

- (a) The Board, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and the United States to manage and direct the Flushing Community Schools provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement, but such rights established by law may not be infringed upon by any provision of this contract.
- (b) The exercise of the legislative powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.
- (c) In the event that a seniority employee does not bid for additional hours (or bus runs), the administration shall have the right to assign such on a reverse seniority basis up to a total work week of forty (40) hours. Failure to accept additional hours (or bus runs) under these circumstances shall cause the employee to lose all insurance benefits under ARTICLE 24.

ARTICLE 5

RIGHTS OF THE UNION

1. VISITATION

- (a) Upon request to the appropriate representative of the employer and providing mutually acceptable arrangements can be made, officers or accredited representatives of the Union shall be admitted on to the employer's premises during working hours for purposes related to this Agreement.
- (b) During such visits the official of the Union may enter any areas relevant to the purpose of the visit providing such visit shall not disrupt orderly operations and further such visit shall not hinder the employee in the performance of his/her job duties. In the event that any privilege provided by this Section is abused, it may be withdrawn by the employer after the Union is given a reasonable opportunity to remedy the situation.

2. UNION REPRESENTATION

- (a) There may be one (1) Union Steward and alternate selected from the cooks, custodians, mechanics and bus drivers with one (1) or more years seniority in a manner to be determined by the Union.

- (b) The Union Steward or alternate shall represent the employees within their department. The Steward shall have the right to process a grievance at the first step. Such grievances which are resolved to the satisfaction of the grievant shall be final and binding upon the grievant, the Union and the employer.
- (c) The Union shall designate to the employer in writing, the Union Steward and alternate and the employer shall not be required to recognize or deal with any employee other than those designated here in.
- (d) The Union in contract negotiations may be represented by employees in the bargaining unit. Such employees shall be selected in any manner the Union desires. The Union shall designate said employees to the employer.
- (e) Upon approval of the immediate supervisor the Steward or alternate Steward may investigate and present grievances without loss of time or pay. Denial shall not be subject to the grievance procedure.
- (f) The Union Stewards and alternate Stewards are entitled to one paid release day to attend to class or conference scheduled by the Union. Advance notice to the District will be furnished. The District is not obligated to provide paid release days more often than once per contract per Steward or alternate Steward.
- (g) Stewards, during their term of office only, shall head the seniority list within the bargaining unit for the purposes of layoff and recall only provided they are capable of performing the work necessary.

3. MEETINGS

The Union and its representatives shall have the right to request the use of school buildings for meetings. The appropriate administrator shall have the right to designate the time and place of meetings within the building so as not to interfere with other regularly scheduled activities. The Board shall retain the right to regulate after hours use of the building and/or facilities and equipment and shall make a reasonable charge for extra maintenance and service costs.

4. BULLETIN BOARDS

- (a) The Board agrees to furnish space for a bulletin board which may be used by the Union for the following notices:
 - 1. Notices of Union meetings.
 - 2. Notices of Union elections and the results of such elections.
 - 3. Notices of Union recreational and social events.
 - 4. Other notices concerning Union affairs which are not political or controversial in nature.

- (b) It is agreed that all other notices prior to being posted shall be submitted to the Board for its approval.
- (c) It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Board shall not be mutilated, destroyed or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.
- (d) The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the Board, or the Board's officers, agents, supervisors, employees, departments, or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the Board.
- (e) There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matters, notices, or any kind of literature upon the Board's premises other than as herein provided.
- (f) There shall be no solicitation or distribution of any kind by any person in work areas during work time without proper authorization from the Board.
- (g) The Board will remove from the bulletin board any materials which in the Board's opinion is libelous, defamatory, politically partisan, scurrilous or detrimental to the labor-management relationship.

ARTICLE 6

WAIVERS

- (a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- (b) The waiver of any breach or condition of this Agreement shall be in writing and executed by both parties and shall not constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE 7

COURT OR ADMINISTRATIVE COMPLIANCE

Should a Court or administrative tribunal of competent jurisdiction order, or request through its settlement procedures, that the Board take certain affirmative action to achieve compliance with the orders of, or settlements with, such appropriate tribunal, the Board shall be permitted to invoke such changes without regard to the seniority provisions of this Agreement, and without resort to the Grievance procedure by the Union or any bargaining unit member.

ARTICLE 8

NO STRIKE - NO LOCKOUT

- (a) The Board will not lock out employees during the term of this Agreement.
- (b) The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slow-down in any department of the School District, or any curtailment of work, or restriction of production or interference with the operations of the Board or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Board shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.
- (c) In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union by its officers, agents and stewards shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized in writing to stop the said conduct and resume full production. Copies of such written notices shall be served upon the Board. The Union agrees further to cooperate with the Board to remedy such situation by immediately giving written notice to the Board and the employees involved declaring the said conduct unlawful and directing the employees to return to work. In the event that the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct it shall not be liable in any suit in any court for money damages caused by said violation. The Board shall have the right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

ARTICLE 9

TERMINATION AND MODIFICATION

- (a) The effective date of this Agreement is July 1, 2008.

- (b) If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year-to-year thereafter subject to notice of termination by either party or ninety (90) days written notice prior to the current anniversary date of termination.
- (c) If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent anniversary date of termination, give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile, Detroit, Michigan, 48219, and if to the employer addressed to the Superintendent, 522 North McKinley Road, Flushing, Michigan, 48433, or to any other such address the Union or employer may make available to each other.
- (e) This Agreement shall continue in full force and effect until midnight June 30, 2011.

ARTICLE 10

EMPLOYEE RESPONSIBILITIES - GENERAL

1. JOB DUTIES

An employee shall perform all duties of his/her position consistent with the job description for the position, supplemental verbal and/or written direction, and past practice not inconsistent with the current job description and/or supplemental verbal direction and/or written direction. The parties recognize that the great majority of daily job duties are so well known, or so inherent to the position, as not to require detailed written specification. A copy of current job descriptions shall be sent to all members of a seniority group and to the Union.

2. RESIGNATION

- (a) An employee shall provide written notice of the effective date of resignation fourteen (14) days prior to the termination of employment. A resignation shall be submitted to the immediate supervisor.
- (b) A resignation shall be filed on a form provided by the district.
- (c) An employee who quits (resigns) giving less than fourteen (14) calendar days notice may lose part or all of sick leave accumulation benefits included in ARTICLE 20 (e). The administration will evaluate each situation on its own merits and determine what part, if any, will be lost.

3. HEALTH REQUIREMENT

- (a) Every employee reporting for work represents that he/she is physically able to fully perform the duties of his/her position, unless reasonable accommodation has been made in accordance with handicapped laws.
- (b) Every school employee (as a condition of continued employment) must have a valid statement of freedom from communicable tuberculosis in his/her personnel file in accordance with law. The administration will notify employees, through staff publications, of free and low fee clinics. A free district clinic will be available at times when the majority of employees are in need of renewal of their statements.
- (c) Any Board-required physical examination(s) or test(s), not covered by health insurance, shall be by Board-appointed physician(s) and at Board expense.

ARTICLE 11

PROBATION AND SENIORITY

1. SENIORITY

- (a) All full and part time employees shall serve a probationary period of ninety (90) work days (during regular work year), uninterrupted by any type of service break inclusive of absences which may be made up, during which time they will be termed "probationary employees".
- (b) Probationary employee's service with the Board may be terminated at any time by the Board in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- (c) All insurance coverage shall begin upon completion of the probationary period. Any pay for sick days, holidays, or other qualified absence shall be deferred and payable only upon successful completion of the probationary period. After the successful completion of the probationary period, seniority shall be established from the first day of employment and any earned but unused sick days shall be credited.
- (d) Layoff and recall of employees shall be by job classification using the seniority dates listed in the appendices to this agreement. An employee scheduled for layoff shall have the right to displace an employee with less seniority in a lower wage-rated classification in the same seniority group:
 - 1. Custodial and maintenance;
 - 2. Bus drivers;
 - 3. School lunch employees.

The above procedures shall also be applied when it is necessary to reduce the number of employees in job classification(s) due to building closings, declining enrollment, financial constraints or any other reason, even though no layoff may result.

- (e) A laid off seniority employee, if recalled to a job similar in work content and identical or higher in rate to the job from which he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.
- (f) The order of recalling the laid off employee shall be in the reverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
- (g) Notices of recall shall be sent by certified or registered mail, or telegram to the employee's last known address as shown on the Board's records and it shall be the obligation of the employee to provide the Board with a current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within three (3) consecutive working days of receipt of such notice, and shall return within seven (7) working days or his/her employment shall be terminated without recourse to this Agreement.
- (h) In the event an immediate recall is necessary, the Board may call upon the laid off employee(s) either personally or by telephone, until such an available employee is located and able to return to work immediately. Upon failure to contact, the procedure in subsection (g) will govern.
- (i) Recognizing varied period of employment, work days shall mean calendar days Monday through Friday during times such unit employees are scheduled to work.

2. LOSS OF SENIORITY

An employee's seniority and employment shall terminate if:

- (a) The employee quits, or
- (b) The employee is discharged, or
- (c) The employee fails to give notice of his/her intent to return to work within three (3) working days and/or fails to report for work within seven (7) working days after issuance of the Board's notice of recall by certified mail to the last known address of such employee as shown by the Board's records. It shall be the responsibility of the employee to provide the Board with a current address, or
- (d) A settlement with the employee has been made for total disability, or
- (e) The employee is retired, or
- (f) The employee is laid off or has not worked for the Board for a period exceeding the length of his/her employment, or
- (g) The employee falsified pertinent information on his application for employment.

3. BUMPING

There shall be no bumping under any circumstances except as provided in the layoff provisions.

4. SENIORITY LIST

Each employee's standing on the seniority list is published in APPENDIX A, B or C. An employee's standing on the published list is final unless it was protested within ten (10) working days after initial distribution of this agreement to employees and the issue was decided in favor of the employee.

Employees with the same seniority date are to be placed in order on the seniority list in accordance with the greater of the last four (4) digits of their Social Security Number (Example: Employee with SS# 000-00-0002 would be given greater seniority than employee with SS# 999-99-0001).

ARTICLE 12

CLASSIFICATIONS, ASSIGNMENTS, TRANSFERS, PROMOTIONS
CUSTODIAL/MAINTENENCE AND FOOD SERVICE EMPLOYEES

1. Definitions:

- (a) Classification -- A position with a specific job title and description or a group of positions with a common job title and description.
- (b) Promotion -- Permanent assignment to a classification with a greater rate of pay.
- (c) Vacancy -- A bargaining unit position to which a bargaining unit employee has not yet been assigned.
- (d) Upgrade -- Temporary assignment to a position in a classification with a greater rate of pay. Payment for upgrade only occurs after 2 consecutive days of employee filling in for higher classification employee. Upon completion of the second day, employee will be paid retroactively at the higher rate.
- (e) Seniority Group -- There shall be three (3) seniority groups within the bargaining unit. Custodial and maintenance workers shall constitute one seniority group. Bus drivers shall constitute a second seniority group. Food service workers shall constitute a third seniority group.

2. The employer agrees to establish a general written description for each classification. Such descriptions shall be reviewed annually (and up dated when necessary) by the administration. Any changes in job description shall be reviewed with the Union prior to implementation.

3. Whenever a vacancy or new job occurs, the employer shall post a timely notice of same on its employee bulletin boards and invite employees to bid for the job. All such vacancies or new jobs shall be posted for five (5) working days. Vacancies that are posted after the end of the school year, but before the beginning of the next school year, will be copied and provided to employees in the affected department by U.S. Mail. Such postings will be mailed to the employee's address of record as entered in HRS.
4. Any employee within that seniority group desiring a posted job may present a written bid indicating a desire to be placed in the posted job and stating his/her qualifications for the job.
5. The administration shall review the written bids presented for a posted job, along with qualifications, demonstrated ability, work record (including attendance) and seniority of the bidders. The bidder with the best overall qualifications, demonstrated ability, work record (including attendance), and seniority as evaluated by the administration (with a Union representative permitted to be present during such evaluation) shall be placed in the job. Seniority is to be given equal weight with each of the other three (3) factors.
6. It will be the policy of the employer to make promotions from within the ranks of employees, and only when qualified employees as determined by the employer cannot be found in the ranks, or qualified employees will not accept the position, will the employer vary from this policy.
7. An employee may request, in writing, a transfer to an equated or lower job classification and this request will be duly considered by the Superintendent or his designee. When an employee is voluntarily assigned to a lower rated classification, he/she shall be paid the wage rate of that lower classification based on his/her seniority in the district.

(CUSTODIAL UNIT ONLY: A request to transfer from one position to another with the same job duties and responsibilities and the same rate of pay will be given to all employees without bidding or interviewing.)

8. Unit members in the same building where an absence occurs will retain the right to fill in for the higher classification employee for a period of two weeks or more on a seniority basis. If no unit member in the building does so, then other unit members may fill in on a seniority basis for the duration of the original absence.
9. New Jobs:
 - (a) When new jobs are placed in operation during the terms of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the employer shall place into effect a new classification and a rate of pay for the job in question and he shall designate the classification and pay rate as temporary. The employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

- (b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day time period, but not hereafter during the life of this Agreement, the Union may request in writing the employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In the case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving of the matter through the grievance procedure, the new classification shall be added to and become a part of this Agreement.

10. Supervisory Promotions:

- (a) An employee promoted or transferred from a job classification in the bargaining unit, after certification to the Union, to a supervisory position shall retain the seniority he/she had at the time of such promotion or transfer and shall continue to accumulate seniority while he/she is in such supervisory position for a period of one (1) year. The Board shall have no obligation to return such employees to the bargaining unit if such employee is discharged for cause. However, the employee retains the right to return to the former position for one year after which she/he may return as a new hire.
11. It is recognized that demotion to a lower classification falls within the meaning of "otherwise disciplined" in ARTICLE 14.
12. Any posting shall, where appropriate, specify classification, hours of work and compensation. The current job location will be indicated. After posting period is completed, position shall be filled within five (5) work days.
13. A seniority employee who is not a successful bidder shall have the right to grieve on the basis that his qualifications for the position are equal to those of a lesser seniority employee assigned the position.
14. If thirty (30) minutes or more are added to an existing bargaining unit position for Food Service Employees, then that position will be considered a new job under the conditions of this Article.

ARTICLE 13

WORK SCHEDULES

1. REPORTING TIME

- (a) An employee shall report at the specified starting time of his/her shift and not leave, without permission, until the specified quitting time of his/her shift.

- (b) An employee who must leave the premises at any time for any reason shall inform his/her supervisor of the reason for leaving, destination, estimated return time, and secure such supervisor's permission prior to leaving.
- (c) For all employees the work hour shall be broken down into ten six-minute segments. An employee shall be noted as late for work if he/she does not report ready for work at his/her work station at his/her starting time. If an employee reports for work late, six minutes or more after starting time, he/she shall be docked in major segments of 1/10 of an hour.
- (d) If an employee reports to work tardy, he/she shall notify his/her supervisor and indicate the reason. Reduction in pay will occur in accordance with (c) above. It is also noted that unexcused tardiness is subject to disciplinary action under ARTICLE 14.

2. OVERTIME

- (a) Overtime or premium pay shall not be pyramided, compounded or paid twice for the same hours worked. For purposes of computing overtime, paid time off, unless otherwise subject to premium or overtime, shall count as time worked.
- (b) For the purpose of computing overtime wages, all time worked exceeding eight (8) hours in a single day, or forty (40) hours within one week, shall be paid at one and one-half the regular hourly rate. Custodians and Mechanics shall be paid time and one-half for work performed on Saturday, and double time on Sundays.

3. REPORTING AND CALL-IN PAY

- (a) Any employee called to work or permitted to come to work without having been notified that there will be no work, and who is physically capable of performing his/her regular work, or the work assigned, shall receive a minimum of four (4) hours work or pay at his/her regular hourly rate except in cases of labor disputes, act of God, or conditions beyond the control of the Board.
- (b) The Board may assign employees to any work available during such four (4) hour period.
- (c) The minimum four (4) hours work or pay shall not apply where an employee is not scheduled to work and reports back to work after he/she has been absent without notifying the Board of his/her date to return to work.
- (d) An employee is expected to respond to a call back to work under conditions of a management-declared emergency which is made known to the employee; provided the employee is given reasonable notice.

- (e) An employee reporting for emergency duty, at the employer's request, to work for which he/she has not been notified in advance, and which is outside of and not continuous with his/her regular working hours, shall receive pay for the actual time worked at time and one-half his/her regular rate of pay, or a minimum of three (3) hours pay at straight time hourly rate, whichever is the greater. In cases of snow removal, the regular scheduled working hours of the employee will not be reduced as a result of the emergency duty by more than the excess after the first four (4) hours of emergency duty.

4. DISTRIBUTION OF OVERTIME

Overtime shall be divided as equally as practicable within the building. Any such overtime worked shall be clearly authorized by the administration prior to performing any work at the overtime rate.

5. PAID FOR TIME-WORK BREAKS

- (a) For employees regularly paid by the hour in the School Lunch Personnel, Custodian and Maintenance classifications covered by this Agreement, there shall be one (1) fifteen minute paid rest break per each four (4) hours worked, or three and three-quarter (3-3/4) minutes per hour worked.
- (b) School Lunch Personnel shall have a one-half (1/2) hour lunch period without pay to be scheduled by the Board as close to the middle of the shift as possible. The rest periods for school Lunch Personnel may be used in lieu of a lunch period.
- (c) The relief periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit as determined by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in a lengthening of the lunch period or a shortening of the regular working day as scheduled unless specifically arranged with the immediate supervisor to cover unusual occasions.

ARTICLE 14

DISCIPLINARY ACTION

- (a) It is recognized that any employee may be dismissed, suspended, or otherwise disciplined for just cause.
- (b) Below is a list of examples of just cause for dismissal, suspension, or other disciplinary measures. The list is not intended to be a complete or limiting list.
 - 1. Fraud in securing employment.
 - 2. Incompetence or inefficiency in job performance.

3. Stealing any item belonging to the school district, or stealing any item belonging to another person while on school property.
4. Unexcused tardiness or absence from the job (including leaving early).
5. Unauthorized extension of lunch periods or other breaks.
6. Discourteous treatment of students, other school district employees or anyone visiting the school site.
7. Insubordination.
8. Inattention to or dereliction of duty.
9. Falsifying records.
10. Bring alcoholic beverages onto school property, drinking during working hours, coming to work under the influence of alcohol, or drunkenness.
11. Addiction to the use of narcotics.
12. Immoral conduct, or other conduct unbecoming a public employee.
13. Conviction of a serious crime.
14. Disregard of rules established by the employer and made generally known to the employee (including the provisions of this Agreement).
15. Quitting without giving at least fourteen (14) days notice.
16. Overstays leave of absence without prior approval.
17. Engages in other employment during leave of absence without prior approval.
18. Falsifies reason for leave request.

- (c) Whenever an employee is to be formally disciplined verbally for any violation of this Agreement and/or Board Policy, directive, or practice and/or Administrative Policy, directive, or practice, he/she shall be entitled to have an opportunity to have present a representative of the Union. Action may be immediate or may be taken at a specified time outside the school day as determined by the Administration. Whenever an employee has been formally disciplined in writing or informally disciplined verbally for any violation of this Agreement and/or Board Policy, directive, or practice and/or Administrative Policy, directive, or practice, he/she shall be entitled to discuss such in the company of his/her Union representative with the Administrator or supervisor issuing the discipline. Such discussion may be immediate or take place at a specified time outside the school day, but within normal business hours to the extent possible.

- (d) The administration shall give the employee an opportunity to receive verbal discipline or to discuss written discipline in a private setting. The administration may require the presence of a Union representative when issuing verbal discipline to an employee or discussing written discipline with an employee.
- (e) Written discipline shall be initiated as soon as possible but within ten (10) days of the administration's knowledge of the incident (or latest incident if a series of incidents is involved) giving rise to the discipline. Verbal discipline shall be initiated as soon as possible but within ten (10) days of the administration's knowledge of the incident (or latest incident if a series of incidents is involved) giving rise to the discipline if the employee is available to receive such discipline.
- (f) Information forming the basis for discipline shall be made available to the employee being disciplined.
- (g) Any formal discipline, written or verbal, of an employee for a violation of this Agreement and/or Board Policy, directive, or practice and/or Administrative Policy, directive, or practice shall be subject to the sole and exclusive grievance procedures set forth in ARTICLE 15.
- (h) An employee has the right to attach a rebuttal to any written discipline placed in his/her file.
- (i) In the event of dismissal, suspension or other disciplinary action (except an oral warning), the employee shall have written notification and a copy of such notification shall be sent to the Union within two (2) working days of the disciplinary action.
- (j) An employee shall have written discipline removed from his/her file after a two (2) year period if no additional written discipline has been placed in his/her file during the immediately preceding two (2) years, EXCEPT when one (or more) of the following exists:
 - 1. The discipline involved suspension or discharge.
 - 2. The discipline involved the health, safety or welfare of a person(s) other than the employee.
 - 3. There is a potential or pending lawsuit, insurance claim, or some other legal action involved.

In such excepted cases the written discipline shall remain in the employee's file.

ARTICLE 15

SOLE AND EXCLUSIVE GRIEVANCE PROCEDURES FOR BARGAINING UNIT EMPLOYEES

Section 1 - Definitions

- (a) A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.
- (b) All grievances must be instituted within five (5) working days after occurrence of the circumstances giving rise to the grievance or five (5) days after such should reasonably have been known, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.
- (c) Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Board, the Union, and any and all employees involved in the particular grievance.
- (d) Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the administration within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to, shall automatically close upon the basis of the last disposition.
- (e) The Board shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee institutes his/her grievance within five (5) working days after receipt of such pay.
- (f) When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his/her personnel record, the employee will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed at Step 1 within five (5) working days from the time of presentation of the notice to the employee.
- (g) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he/she may have received, or could with diligent effort have received from any source during the period in question.

- (h) Any employee having a grievance may first schedule an oral discussion with the immediate supervisor. A mutually convenient time for discussion of the grievance shall be scheduled in advance by the employee and the supervisor. The supervisor may refuse to discuss the grievance with the employee at any other time.
- STEP 1. Failing to resolve the grievance at the oral discussion, the employee shall within five (5) working days reduce the matter to written form on the proper forms provided by the Union, stating all facts and submit four (4) copies to the immediate supervisor. Within five (5) working days from receipt of the written grievance, the supervisor shall record his disposition on all copies of the grievance form, returning three (3) copies to the employee.
- STEP 2. Failing to resolve the grievance in the first step, the Union shall within five (5) days of receipt of the supervisor's disposition contact the Superintendent's designee to discuss said grievance. This meeting shall be scheduled for a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the Superintendent's designee, unless a longer interval is mutually agreed upon. The Superintendent's designee shall give a decision in writing relative to the grievance within five (5) working days of the meeting with the business representative of the Union, submitting three (3) copies to the authorized Union representative.
- STEP 3. Failing to resolve the issue in the second step, the Union shall within five (5) working days of the Superintendent's designee's disposition contact the Superintendent of Schools to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the Superintendent of Schools unless a longer time is mutually agreed upon. The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the business representative of the Union, submitting three (3) copies to the authorized Union representative.

Section 2 - Arbitration

- (a) If the appealing party is not satisfied with the disposition of the grievance by the Superintendent, then within fifteen (15) calendar days from the date of receipt of the answer given by the Superintendent, the grievance may be submitted to Arbitration.
- (b) The appealing party shall request the Michigan Employment Relations Commission to submit a list of five (5) persons to both parties. The representatives of the Board and the Union shall return the list of five (5) persons to the designated mailing address of the Michigan Employment Relations Commission within the specified time period as is furnished to the parties by the Michigan Employment Relations Commission. Each party, upon returning the listing of the potential arbitrators to the Michigan Employment Relations Commission, shall indicate as to their individual preference of the arbitrator by numbering of said arbitrators one (1) through five (5). The Michigan Employment Relations Commission, upon receipt of the returned lists by the parties, shall assign the arbitrator based on the highest preference given by both parties of the persons on said list. That person shall be accepted by both parties as the arbitrator.

- (c) In the event that neither party returns the listing of arbitrators within the specified time period, the Michigan Employment Relations Commission shall assign one of the persons on the list as the arbitrator, or, in the event that one of the parties fails to return their listing within the specified time period, the Michigan Employment Relations Commission shall assign the arbitrator based on the top preference of the party who did return their listing within the specified time period. In either of these cases, both parties shall accept that person as the arbitrator. The arbitrator shall follow American Arbitration Association rules.
- (d) The arbitrator, the Union or the Board may call any relevant person as a witness in any arbitration hearing.
- (e) Each party shall be responsible for the expenses of the witnesses that they may call.
- (f) The arbitrator shall not have the jurisdiction to add to, to subtract from, or to modify any of the terms of this Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of the parties, or to interpret or rule upon questions of local, state or federal law.
- (g) The filing fees and the fees and expenses of the arbitrator shall be borne by the party against whom the decision of the arbitrator is rendered. Should there be no clear decision in favor of either party, the fees and expenses shall be borne equally by the parties.
- (h) The arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- (i) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union. Either party shall have the right to enter the decision of the arbitrator in a court of competent jurisdiction in the event the decision of the arbitrator is in direct conflict with the express terms of this Agreement.

ARTICLE 16

RETIREMENT

All employees of the Flushing Community Schools are covered under the Michigan Public School Employees Retirement Fund which is correlated with the Federal Social Security Program.

ARTICLE 17

GENERAL PROVISIONS

Section 1 - Non-Discrimination

No employee shall be discriminated against as to race, creed, color, religion, sex, age or national origin. However, such allegation shall not be subject to the grievance procedure beyond Step 3.

Section 2 - Jurisdiction

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency.

Section 3 - Safety Practices

- (a) The employer will take responsible measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work.
- (b) The employee will be expected to notify the employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.

Section 4 - Discipline of Students

Employees will be furnished written policies regarding student conduct problems. The employee shall follow such instructions and communicate all incidents immediately to the immediate supervisor. A copy of the Student Code of Conduct shall be furnished to the Union.

Section 5 - Mileage

The employer shall pay the prevailing district rate per mile to any employee requested and authorized by his/her immediate supervisor to use his/her personal vehicle for school business.

Section 6 - Physical Fitness Classes

A bargaining unit employee may participate in community education physical fitness classes without payment of fee, provided that there is room in said classes and the creation of additional classes is not required and no additional expense to the employer will result.

Section 7 – Direct Deposit

All employees shall participate in direct deposit at a bank or credit union of their choice.

ARTICLE 18

AGENCY SHOP AND DUES CHECK OFF

Section 1

- (a) Any bargaining unit employee, whose classification is set forth in Schedules A, B, and/or C of this Agreement, who is not a member of the Union or who does not apply for membership within ninety-one (91) calendar days of commencement of his/her employment or within ninety-one (91) calendar days of execution of this Agreement, whichever is later, shall, as a condition of employment, either join the Union, or pay an amount equivalent to the regular monthly dues uniformly required of members within ninety-one (91) calendar days of the commencement of their employment or within ninety-one (91) calendar days of the execution of this Agreement, whichever is later. Payroll deduction shall be available to all bargaining unit employees for the payment of dues and initiation fees for those employees electing to become members as the bargaining unit employee elects; however, any bargaining unit employee may elect to pay dues or service fees directly to the Union.
- (b) In the event that a bargaining unit employee shall fail to join the Union or pay the appropriate service fees, the Union shall notify the District and request that the District terminate the employment of the employee. If the employee does not come into compliance with this condition of employment within thirty (30) days, the employee shall be terminated.
- (c) The employer agrees that, upon hiring any new employee who is covered by this Agreement, the employer shall notify the appropriate Union Steward and the Union office in writing of the name, date of hire, classification, rate of pay, and Social Security number of the new employee.

Section 2

During the life of this Agreement, the Board will deduct current union dues, initiation fees, or service fees provided that at the time of such deduction there is in the possession of the Board a current written assignment, executed by the employee, in the form and according to the terms of the authorization form attached hereto as "Attachment B."

Section 3

The Board will deduct current union dues or service fees from the pay of employees for the second pay period ending in the calendar month. If an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues or service fees shall be deducted from the immediate subsequent pay period.

Section 4

The Board will deduct from the pay of employees in any month only the dues or service fees incurred while an employee has been employed by the Board and only such amounts becoming due and payable in such month.

Section 5

- (a) The Union shall advise the Board in writing each year what the amount of monthly or yearly dues or service fees is to be of the bargaining unit employees or changes therein. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employees to obtain appropriate refund from the Union.
- (b) The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for purpose of complying with any of the provisions of this Article.

Section 6

All sums deducted by the Board shall be remitted to International Union of Operating Engineers Local 547, at 24270 West Seven Mile Road, Detroit, Michigan, 48219, not later than five (5) days after the deductible pay period.

Section 7

In the event the Union requests that the Board deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only from written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's Constitution: provided that in the event a new written authorization from the employee is necessary that such authorization will be secured by the Union and presented to the employer prior to the deduction of the newly certified amounts.

Section 8

The Board shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 9

The Union agrees that at no time will it solicit or collect monies of any kind on employer time.

Section 10

The Union shall promptly furnish the Board with a dues authorization card from each member in the bargaining unit who desires deductions.

Section 11

Employees hired, rehired, reinstated or transferred into the bargaining unit shall, within thirty-one (31) calendar days of the commencement of their employment within the bargaining unit, elect either to become a member of the Union or to pay the service fees and said employee will determine either to authorize payroll deduction by executing the same type form set forth in Schedule B or to pay the dues or service fees directly to the Union. An employee shall be deemed to have met the conditions of this ARTICLE provided the employee is not more than sixty (60) days in arrears of payment of dues or service fees.

ARTICLE 19

WORKER'S COMPENSATION

- (a) An employee absent longer than seven (7) calendar days because of an illness or injury incurred as a result of performing services for the Board shall be covered by the Worker's Compensation Act.
- (b) An employee accumulates all benefits to which he/she would have been entitled to by virtue of this Agreement, while absent due to compensable cause as though he/she would have worked, but shall not continue to accumulate benefits after a two (2) year period of being absent due to a compensable cause. The "compensable cause" must have occurred and been properly reported in writing while employed by the Flushing Community Schools.
- (c) In the event an employee has a compensable work injury, and is out of work more than seven (7) calendar days but less than fifteen (15) calendar days, the employee shall be entitled to use his/her unused sick leave days to a maximum of five (5) days.

ARTICLE 20

PAID SICK LEAVE

- (a) During the term of this Agreement, regularly employed employees covered by this Agreement shall be entitled to paid sick leave in accordance with the following schedule and in accordance with the following conditions:

Custodians and Mechanics - 12 days per 12 month period

School Lunch Personnel & Bus Drivers - 9 days per work year

Accumulation of the above number of days shall be administered in such a manner that the Board shall be protected, through a prorating procedure, against overpayments, in the event that an employee terminates employment.

Sick days shall be "banked" for a future use without maximum.

An employee must be in pay status for three-fourths (3/4) of the scheduled work days of a calendar month in order to earn sick days for that calendar month.

- (b) An employee shall not claim any of the following days as a sick day, and no payment shall be made or requested for these days:
 - 1. Holidays not worked.
 - 2. Days immediately preceding or following a scheduled vacation unless otherwise excused.
 - 3. Days immediately preceding or following leaves of absence unless otherwise excused.
- (c) Sick leave pay is granted only for absence legitimately due to sickness or accident of the employee. Sick pay shall also be granted for an employee's personal medical or dental appointment, provided that the doctor or dentist certified that the appointment cannot be scheduled at a time that does not conflict with the employee's work hours and that delay would be harmful. Any charge connected with such certification would be the responsibility of the employee.
- (d) Temporary employees and probationary employees are ineligible for sick leave pay.
- (e) On the date an employee with ten (10) or more years of seniority resigns, all accumulated sick leave automatically shall be terminated and the payment of forty-eight dollars (\$48.00) per day for Schedule A unit members, and thirty dollars (\$30.00) per day for Schedule B unit members, and twenty dollars (\$20.00) for Schedule C unit members for each unused sick day shall be paid. Laid off employees shall have the option of being paid for all accumulated sick leave days up to seventy (70) days at this rate. The excess beyond the first seventy (70) days shall be paid at the rate of fifty-three dollars (\$53.00) per day for Schedule A unit members, thirty-five dollars (\$35.00) per day for Schedule B unit members, twenty-five dollars (\$25.00) per day for Schedule C unit members. Members employed before July 1, 2002 will continue to qualify for terminal payout of sick leave at the rates outlined in this paragraph. Schedule B and Schedule C employees employed before July 1, 2002 will qualify for terminal payout of sick leave at the rates stated in the 1999-2002 Contract.
- (f) Upon request of the employer, the employee shall supply a medical doctor's certificate that the employee is unable to work and the reason therefore. In such case, the employer shall pay for the office call to secure such certificate to the extent that the office call is not covered by insurance. If the employee visits a doctor voluntarily, without request of the employer, the office visit shall be at the expense of the employee, but the employee may still voluntarily submit such certificate.
- (g) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.

- (h) When an employee exceeds their paid leave days, they must provide the district with a proper medical doctor's certification that the employee was unable to work. Failure to do so will result in the following consequences:
1. An oral reprimand with written confirmation of what was said.
 2. A written reprimand to be placed in the employee's file.
Employee may write a counter to the reprimand.
 3. A one day suspension without pay.
 4. A three day suspension without pay.
 5. Employee will be terminated.
 6. These steps may accrue for no more than five years from the last occurrence and then purged from the employee's file.

ARTICLE 21

PERSONAL BUSINESS DAYS

- (a) All employees covered by this Agreement may substitute their sick leave days for personal business days. Personal business means activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to outside of normal working hours. Personal business days are non-accumulative. Requests for a personal business day shall be made in writing at least twenty-four (24) hours in advance by the employee to the Superintendent's designee. Requests will be approved in the order received, except that no more than two (2) employees from a seniority group shall be granted a personal business day on the same date. In an emergency, the Superintendent or his designee, at his discretion, may grant a request made less than twenty-four (24) hours in advance or may exceed the two (2) employees per seniority group limit on a given date.
- (b) Bus drivers shall be allowed to use personal time in one hour increments.
- (c) Personal business days may not be used to place an employee in pay status prior to or immediately following a holiday and , as a result, qualify them for holiday pay.

ARTICLE 22

BEREAVEMENT PAY

- (a) When death occurs in an employee's immediate family, i.e., spouse, parent, child, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step relative, or spouse's grandparent, the employee, on request, will be excused for three (3) normally scheduled working days (excluding Saturday and Sunday) immediately following the date of death, provided he/she attends the funeral.

Additional time may be granted, upon request, by the employee and charged to the employee's allowable sick leave.

- (b) An employee excused from work under this section shall, after making written application, receive the amount of wages, exclusive of shift or any other premiums, that he/she would have earned by working during straight time hours on such scheduled days of work for which he/she was excused.

ARTICLE 23

UNPAID LEAVES OF ABSENCE

Section 1 - General Conditions

- (a) Definition: An unpaid leave of absence is an absence without pay from work, for which the Board has given written authorization.
- (b) A request or notification from an employee, culminating in an unpaid leave, must be in writing and signed by the employee, stating the exact date on which the leave begins and the exact date on which the employee is to return to work.
- (c) The denial by the Board of any employee request or notification for a leave of absence shall not be subject to an employee grievance unless granting the leave is specifically required by this Agreement.
- (d) Automatic and immediate termination of the employee's employment by the Board, without recourse, shall occur as a result of the following:
 - 1. Falsification by the employee of a leave of absence request or notification.
 - 2. Failure by the employee to return to work on the exact day scheduled, unless the employee furnishes proper justification to the Board for an extension.
 - 3. If the employee works for another employer during the leave, unless such employment is permitted by the provisions of this Agreement or by specific agreement of the Board on an individual case.
- (e) An employee on leave may not return to work prior to the expiration of the leave, unless agreed to by the Board.
- (f) An employee may return to his/her former job provided the leave does not exceed six (6) months. When an employee returns to work from a leave which exceeds six (6) months, he/she shall be employed on a job generally similar to that which he/she did last and at the prevailing rate of pay in accordance with his/her seniority.

Section 2 - Medical Leave

- (a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to work and who has exhausted all accumulated sick leave credit, shall be granted an unpaid leave of absence for up to a thirty (30) day period renewable for good cause for no more than two (2), six (6) month extensions. To be eligible for such leave or extension, the employee must provide the Board with a certificate from a medical or osteopathic doctor of the necessity for such original absences and for each of the two extensions, as applicable.

- (b) At the expiration of either one of the two extensions, or both, for a six (6) month period only, the employee shall be given first rehire right to any open job in the classification from which he/she left for the leave, with restoration of seniority rights backdated to the date of the first six (6) month extension. If the employee is not rehired during this six (6) month period, his/her employment and seniority rights shall terminate.

Section 3 - Family Illness

- (a) An unpaid leave of absence shall be granted an employee for a maximum of ten (10) work days to provide care and attendance to family members residing in the household of the employee.
- (b) Such leave may be extended for two (2) more, ten (10) workday periods for justifiable cause, at the will of the Board.
- (c) It is acknowledged that all employees are entitled to all of the rights enumerated in the Family and Medical Leave Act of 1993. Any provisions of this contract contrary to that Act are null and void.

Section 4 - Educational Leave

An unpaid leave of absence may be granted subject to the conditions herein set forth in this Article for educational purposes provided that the course of study will be such as to assist the employee in developing additional skills which can be used in the course of such employee's employment with the Board.

Section 5 - Pregnancy Leave

A seniority employee shall be granted a pregnancy leave of absence, provided the employee shall notify the employer of the pregnancy. The employer may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician will not allow the employee to continue in her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy. An employee shall be expected to return to work three (3) months after delivery, unless a doctor's statement is furnished establishing the fact that she is not able to return to work at that time. In no event shall a pregnancy leave be granted to extend more than one (1) year following the delivery date. Right of return shall be governed by the terms of Section 2(b) above.

Section 6 - Military Leave

- (a) The granting of an unpaid leave to any employee who enters the United States military service and the reinstatement rights of said employee shall be determined in accordance with the provisions of federal, state or local government law granting such rights: provided further that the Board assumes no more than those rights, duties and obligations specifically prescribed by law.

- (b) Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

Section 7 - Leave for Union Service

Any employee in the bargaining unit elected or appointed to a full time position or office in the Union whose duties require his/her absence from work, shall be granted a leave of absence for a maximum of one (1) calendar year for such purpose.

Section 8 - Unpaid Personal Leaves

- (a) If, in the Board's determination, a suitable substitute employee is available, an employee with no less than two (2) years' seniority may each year be allowed up to two (2) personal leaves of absence without pay, to a maximum of ten (10) total work days, non-accumulative from year to year. From November 1 through spring break, as long as proper notice is given, such leave time will not be unreasonably withheld.
- (b) No more than two school lunch, bus driver or custodial employees and no more than one custodian/maintenance or one mechanic may be absent on personal leave at any one time.
- (c) Requests for personal leaves must be submitted to the immediate supervisor no later than twenty (20) calendar days in advance of the anticipated first day of leave. Written notification by the Board of approval or denial of the request shall be provided to the employee no later than five (5) working days after submission. In the event that more than two employees have requested to be on leave during the same period of time, the two most senior employees making the applications shall be granted their leaves.
- (d) It is recognized that the absences of regular employees reduces the efficiency and effectiveness of district operations. It is the particular obligation of school year employees to be on the job when school is in session.
- (e) During unpaid personal leaves, employees will not be permitted to attach personal days to the leave in order to place themselves in pay status and receive holiday pay.

Section 9 - Seniority

Seniority shall accumulate during any approved leave cited in this Article.

- (a) For all leaves cited in this Article, insurance benefits shall continue to be paid by the Board for thirty (30) calendar days and thereafter such payments will be discontinued, except that in the case of medical leave payments will continue for the balance of the school year.

- (b) Employees on leave who are not provided insurance benefits by the Board shall, at the option of the insurance carrier, be permitted to maintain their coverages by reimbursing the Board for the applicable entire premiums in advance monthly, provided, however, that such privilege shall cease upon termination of leave or employment, which occurs sooner.

ARTICLE 24

INSURANCE

Section 1 - Hospitalization and Major Medical Insurance Coverage for Employee, Dependent Spouse and Dependent Child(ren)

- (a) The Board shall provide hospitalization and major medical insurance coverage for eligible employee members of the bargaining unit, their dependent spouse, and their dependent child(ren), SUBJECT TO THE OTHER PROVISIONS OF THIS SECTION, as follows:
1. Blue Cross Blue Shield Community Blue PPO 1 with the following riders: CB-OV\$10 (\$10 Office Visit Copay), CBC-MT (adds \$10 Chiropractic Office Visit Copay to allowable 24 visits per calendar year), CB-PCM (Preventive Care Maximum Services unlimited), CB-MHP0% (Mental Health coverage at 100% up to allowable number of days and state adjusted dollar maximums), ASC Modifications Substance Abuse and Private Duty Nursing in network covered at 100% in network up to allowable number of days and state adjusted dollar maximums, HCA (Hearing Care), XVA (Exclude Voluntary Abortions), PCD and PCI (Includes medical services for contraceptive devices and injections and waives copay), DC (Dependent Continuation adds coverage for 19-25 year olds when eligibility requirements are met). Rx coverage with a \$0 copay for generics up to a 90 day supply at mail or retail, \$15 for brand name drugs up to a 34 day supply at retail, \$30 for brand name drugs up to a 90 day supply at mail order. Includes CM (Contraceptive Medications), CI (Contraceptive Injections), and PCD (FDA Approved and Physician Prescribed contraceptive devices).
 2. For purposes of interpretation, it is acknowledged that a bus driver regularly assigned to two (2) A.M. and two (2) P.M. runs is the equivalent of a six (6) hour employee.
 3. No part-time employee (working less than six hours per day) will be eligible for the health insurance benefit; however, they will be extended the opportunity to participate in the group plan at their own expense if the insurance company permits such participation.
- (b) Coverage will be provided if, and only if, the employee and/or dependent spouse and/or dependent child(ren) are not covered by any other hospitalization and major medical insurance plan (including another Blue Cross/Blue Shield Group) either as an employee or as the dependent of an employee in or out of the school district. An employee not eligible for health insurance coverage under the provisions of this agreement is still eligible for district paid group term life insurance as outlined in Section 3.

- (c) If a covered employee is absent because of illness or injury and has exhausted sick leave accrual, the coverage in effect shall continue in effect to the end of the school year (June 30), or in the case of worker's compensation two (2) full years. If a covered employee is on approved unpaid leave, the employee shall be responsible for the payment of premium covering the period of the unpaid leave beginning thirty (30) calendar days from the date of commencement of the unpaid leave. If an employee is absent without pay for any reason other than illness, injury or approved unpaid leave, the employee is not entitled to any coverage under this Section.
- (d) Coverage of eligible employees, dependent spouses, and dependent child(ren) shall become effective if, and only if, the employee has submitted properly completed form to the personnel office. It is the employee's responsibility to see that all forms are properly completed and submitted.
- (e) Eligible employees hired after June 30, 2008 will have coverage provided to them at the single subscriber level. The employee will have the option, through payroll deduction, to pay the difference between single subscriber and two person or full family coverage levels.
- (f) While coverage levels will remain the same as identified in Article 24, Section 1 (a) 1., the provider and plan may be at the discretion of the district bid on an annual basis.

Section 2 - Long Term Disability Insurance Coverage for Employee

- (a) The Board shall provide, without cost to the employee, long term disability insurance coverage for all members of the bargaining group at least fifteen (15) hours per week, (bargaining unit employees working less than fifteen (15) hours per week will be covered only if they are not employed elsewhere), SUBJECT TO THE OTHER PROVISIONS OF THIS SECTION.
- (b) Benefits shall begin on the ninety-first (91st) calendar day of disability and shall provide sixty-six and two-thirds percent (66-2/3%) of the last salary rate at which the employee worked. Benefits shall be integrated with any benefit entitlements from Social Security and/or Worker's Compensation and/or the Michigan Public School Employees Retirement Fund.
- (c) Benefits will be paid only for the employee's normal periods of work.

Section 3 - Group Term Life Insurance for Employees

Subject to the regulation of the carrier, the Board shall provide, without cost to the employee, the following group term life insurance coverage for members of the bargaining unit:

Custodian and/or Maintenance	\$20,000
School Lunch Workers	\$14,000
Bus Drivers	\$14,000

AD and D coverage equal to life insurance coverage will be continued.

Section 4 - Dental Insurance Coverage for Employee, Dependent Spouse, and Dependent Child(ren)

- (a) The Board shall provide, without cost to the employee, dental insurance at a level of benefits not less than that of the dental insurance in effect for the 2004-2005 school year for employee members of the bargaining unit, their dependent spouses, and their dependent child(ren), SUBJECT TO THE OTHER PROVISIONS OF THIS SECTION. Such benefit levels are defined in Appendix E.
- (b) Employees hired prior to June 30, 2008 with spousal coverage will be covered, without cost to the employee, as a single subscriber with the benefits described in Appendix E.

Employees hired after June 30, 2008 will have coverage provided if, and only if, they are not covered by any other dental plan either as an employee or as the dependent of an employee in or out of the school district.

- (c) If a covered employee is absent because of illness or injury and has exhausted sick leave accrual, the coverage in effect shall continue in effect to the end of the school year (June 30), or in the case of worker's compensation two (2) full years. If a covered employee is on approved unpaid leave, the employee shall be responsible for the payment of premium covering the period of the unpaid leave beginning thirty (30) calendar days from the date of commencement of the unpaid leave. If an employee is absent without pay for any reason other than illness, injury or approved unpaid leave, the employee is not entitled to any coverage under this Section.
- (d) Coverage of eligible employees, dependent spouses, and dependent child(ren) shall become effective if, and only if, the employee has submitted a properly completed form to the personnel office. It is the employee's responsibility to see that all forms are properly completed and submitted.
- (e) No part-time employee (working less than six hours per day) will be eligible for the dental insurance benefit; however, they will be extended the opportunity to participate in the group plan at their own expense if the insurance company permits such participation.
- (f) Eligible employees hired after June 30, 2008 will have coverage provided to them at the single subscriber level. The employee will have the option, through payroll deduction, to pay the difference between single subscriber and two person or full family coverage levels.
- (g) While coverage levels will remain the same as identified in Article 24, Section 4 (a), the provider and plan may be at the discretion of the district bid on an annual basis.

Section 5 - Vision Insurance Coverage for Employee, Dependent Spouse and Dependent Child(ren)

- (a) The Board shall provide, without cost to the employee, the Flushing Community Schools' Vision Insurance Plan for employee members of the bargaining unit, their dependent spouse, and their dependent child(ren), SUBJECT TO THE OTHER PROVISIONS OF THIS SECTION. Benefit levels are defined in Appendix F.
- (b) Coverage will be provided if, and only if, the employee and/or dependent spouse and/or dependent child(ren) are not covered by any other vision plan either as an employee or as the dependent of an employee in or out of the school district.
- (c) If a covered employee is absent because of illness or injury and has exhausted sick leave accrual, the coverage in effect shall continue in effect to the end of the school year (June 30), or in the case of worker's compensation two (2) full years. If a covered employee is on approved unpaid leave, the employee shall be responsible for the payment of premium covering the period of the unpaid leave beginning thirty (30) calendar days from the date of commencement of the unpaid leave. If an employee is absent without pay for any reason other than illness, injury or approved unpaid leave, the employee is not entitled to any coverage under this Section.
- (d) Coverage of eligible employees, dependent spouses, and dependent child(ren) shall become effective if, and only if, the employee has submitted a properly completed form to the personnel office. It is the employee's responsibility to see that all forms are properly completed and submitted.
- (e) No part-time employee (working less than six hours per day) will be eligible for the vision insurance benefit; however, they will be extended the opportunity to participate in the group plan at their own expense if the insurance company permits such participation.
- (f) Eligible employees hired after June 30, 2008 will have coverage provided to them at the single subscriber level. The employee will have the option, through payroll deduction, to pay the difference between single subscriber and two person or full family coverage levels.
- (g) While coverage levels will remain the same as identified in Article 24, Section 5 (a), the provider and plan may be at the discretion of the district bid on an annual basis.

Section 6 - Pro-rations

The pro-ratio provisions of ARTICLE 29 do not apply to this Article.

Section 7 - Optional Short-Term Disability Insurance Coverage for Employees

In the event that the Union secures the availability of an optional short-term disability insurance plan for bargaining unit employees, the employer shall process completed application forms, make payroll deductions upon written authorizations of the employees, forward deducted premiums to the carrier, and process claim forms. The employer shall assume no obligations with regard to such a possible program beyond those stated herein and in no event will it assume any financial liability whatsoever for such a program.

ARTICLE 25

HOLIDAY PAY

(a) The following shall be considered as paid holidays for purposes of this Agreement:

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

Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.

All holidays and their accompanying pay shall apply to all employees covered by this Agreement with the following exception:

July Fourth is not a paid holiday for school lunch employees and bus drivers.

When a holiday falls on a Saturday or Sunday, that holiday shall be scheduled on the nearest weekday to it which school is not in session and which is not otherwise a holiday.

Custodial and maintenance employees shall have an additional holiday during Christmas week. This holiday shall be scheduled such that this holiday together with Christmas Day and Christmas Eve Day shall constitute a Monday-Tuesday-Wednesday or Wednesday-Thursday-Friday holiday period at Christmas. Custodial and Maintenance employees shall also have an additional holiday during New Year's week. This holiday shall be scheduled such that this holiday together with New Year's Day and New Year's Eve Day shall constitute a Monday-Tuesday-Wednesday or a Wednesday-Thursday-Friday holiday period at New Year's.

The Monday immediately following Easter Sunday shall also be a paid holiday for custodial and maintenance employees.

(b) To be eligible for holiday pay, an employee must:

1. Be a regular full time or part time employee and have attained seniority (fulfilled the probationary period) on the date the holiday occurs.

2. Work in full the employee's last regularly scheduled straight time pay prior to the holiday and the employee's first regularly scheduled work day subsequent to the holiday. Should the employee be sick or disabled on either of these days, he/she may be required to provide medical certification of such illness or disablement in order to receive holiday pay.
- (c) Holidays occurring during leaves of absence of any sort or layoffs are not compensable.

ARTICLE 26

VACATION PAY - CUSTODIAL AND MAINTENANCE EMPLOYEES

- (a) An employee may earn paid vacation time in accordance with the following schedule:

<u>Seniority</u>	<u>Hours/Days Paid*</u>	<u>Monthly Rate of Earning</u>
0 - 4 years	80 hrs/10 days	5/6 day per month
4 - 9 years	120 hrs/15 days	1 1/4 days per month
9 or more years	160 hrs/20 days	1 2/3 days per month

*(Straight time hours without any premium whatsoever)

- (b) An employee must be in pay status for three-fourths (3/4) of the scheduled work days of a calendar month in order to earn vacation/hours days for that calendar month.
- (c) Vacation earned during the calendar year June through May will be scheduled and taken during the immediate subsequent calendar year June through May. Vacation earned during the current calendar year may only be taken with special approval of the Personnel Director during the current year, but in no case shall exceed the amount earned to date. Earned vacation not taken in the immediate subsequent June through May calendar year may be carried forward to the next subsequent June through May calendar year or paid in lieu of time off at the exclusive choice of the Personnel Director.
- (d) Vacation requests will be made by employees for the subsequent June through May calendar year by April 1 of the current year. No more than thirty percent (30%) of the custodial and maintenance employees will be scheduled for vacation at any one time. When there is a conflict in requests, seniority shall prevail and the junior employee(s) shall submit new requests. In any event, no vacations shall be scheduled the week immediately prior to and the first week school is to be in session for students.
- (e) An employee scheduled for at least two (2) consecutive weeks of vacation may request that the money from his/her next pay be included in the last pay before his/her vacation is to begin. It is understood that such a request would have to be made at least three (3) weeks before his/her vacation is scheduled to begin and that the employee would not receive a check for one pay date falling within his/her vacation.

- (f) The Board shall have no obligation to permit an employee to tie a vacation to a leave of absence or other time off.
- (g) An employee terminating employment shall be paid for earned vacation time.

ARTICLE 27

JURY DUTY

- (a) Any employee who is called to and reports for jury duty shall be paid by the Board for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Board and does not work, an amount equal to the difference between (1) the employee's regular straight time hourly rate exclusive of shift, and any other premiums for the number of hours up to eight (8) that he/she otherwise would have been scheduled to work, and (2) the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses). In order to receive payment under this section, an employee must give the Board adequate prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.
- (b) During the period when an employee is performing required jury duty service or is required to serve as a witness as a result of being served with a subpoena, the Board will pay him/her the difference, if any, between his/her fees for jury service or witness service and the pay he/she would have received had he/she worked his/her scheduled shifts during his/her period of jury duty or witness service, provided that the employee gives the Board prompt notice of his/her call for jury service or witness service and, thereafter provides evidence of his/her performance of jury service or provides evidence of the payment he/she received for it.

ARTICLE 28

ACT OF NATURE DAYS

- (a) An Act of Nature day is one in which school is not in session for students because of inclement weather. It shall be at the sole discretion of the Board to determine Act of Nature days.
- (b) On Act of Nature days, custodians and mechanics shall report for work for their usual hours. If an employee cannot make it in to work on said day(s), he/she shall be expected to notify his/her immediate supervisor as soon as possible and shall be allowed, at his/her option, to change any lost time to earned vacation or earned sick leave. The employees reporting for work who are assigned to district wide snow removal shall each receive an additional full day of vacation allotment if they work at least eight (8) hours on that day. The two (2) mechanics will also receive an additional vacation day if they work at least eight (8) hours during an Act of Nature day. If additional personnel is needed for district wide snow removal (above those who have such included in their job descriptions), such work will be offered to qualified building custodians on the basis of seniority.

However, unit members (except those assigned to district wide snow removal) are not required to report for work if the State of Michigan declares a “State of Emergency” day and are to receive regular pay not deducted from sick or vacation time for such day.

- (c) Unless a student make-up day is required to be scheduled by law, bus drivers and school lunch personnel shall receive their normal day's pay for any day declared to be an Act of Nature day.
- (d) Any employee refusing to work on days of inclement weather which are not declared Act of Nature days, or on Act of Nature days where it is required that he/she report for work, shall forfeit all pay for Act of Nature days or hours for the entire year and shall be charged with insubordination in accordance with the provisions of ARTICLE 14, Disciplinary Action, provided that any aggrieved employee may grieve the action taken by the employer. "Refusal to work" shall not include demonstrated inability to work with results in the application of sick or business leave provisions and procedures.

ARTICLE 29

BENEFITS

It is agreed between the parties that in the event that an employee works less than the established hours in his/her classification and is covered by this Agreement, he/she shall be entitled to a pro-rata portion of all of the benefits under this Agreement based on the hours the employee works for the employer provided he/she is otherwise eligible.

ARTICLE 30

SAVINGS

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, Michigan Employment Relations Commission (MERC) or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement, and the parties may enter into collective bargaining upon request of either party as to that subject matter.

ARTICLE 31

BUS DRIVERS

Section 1 - Schedule and Assignments

- (a) The third Monday of August all runs will be posted.
- (b) On the third Wednesday of August, bidding and physicals will take place. Drivers will select their schedules on the basis of seniority.
 - 1. Each driver shall be given ten (10) minutes of scheduled time to make selections.

2. A driver shall select a previously unselected schedule. A driver may also select any previously unselected kindergarten and/or skill center run so long as there are no conflicts in timing and so long as the total time will not exceed eight (8) hours of work per day.
 3. A driver who cannot be present at his/her scheduled time must make arrangements in writing to have someone select for him/her. Such selection shall be binding.
 4. New schedules will begin on the first day of school and remain in effect for the duration of the school year.
- (c) If a new run is established, it will be bid on the basis of seniority and any driver who can accommodate that run within his/her schedule without conflict and without exceeding a total of eight (8) hours per day may present a bid. For clarification purposes, a run will be considered an hour of time. A driver will be given at least one (1) week's notice if a run is discontinued during a school year. If a regular run of a driver is discontinued during a school year, he/she shall have the right to "bump" to the schedule of a lower seniority driver. The lowest seniority driver may "bump" to the schedule of an even lower seniority driver or take the remaining schedule of the higher seniority driver. A driver may drop a conflicting run to bid another run if and only if higher daily pay would result.
- (d) The five (5) most senior drivers, not regularly assigned special education runs, but who have indicated a desire to drive special education runs, shall be rotated as substitutes and equalized as much as possible. This will not be rotated on a daily basis to keep continuity in drivers for the benefit of the students that they transport.
- (e) A driver will not drive any runs which would conflict with his/her regular schedule, except for special education substitute drivers.
- (f) If a driver discontinues, or is discontinued, from employment, or successfully bids another schedule, his/her schedule shall be bid on the basis of seniority. Posting shall be for three (3) working days. Only drivers with less seniority may bid. Any resultant vacancy thereafter would be filled by a callback from layoff or a new driver if no call-back is possible.

Section 2 - Extra Driving

- (a) Extra driving is defined as a temporary driving assignment of a run or runs normally assigned to another driver. Extra driving will be assigned as a total schedule, including all of the driver's shuttles. In the case of a regular driver with less than four runs, they can take available runs that will not interfere with their runs. Then a substitute can take the remaining runs.

Note: A driver with less than four runs will not be allowed to take any run that will cause them to be late for their run.

- (b) Seniority employees who have indicated a desire to do extra driving shall have first opportunity before probationary, temporary or substitute drivers.

- (c) Extra driving assignments shall be distributed as equally as possible among those drivers who are qualified and available.
- (d) For equalizing purposes, when a driver does not accept extra driving when it is available, it is recorded as though the driver had driven, though without pay, and the driver's name will be moved to the bottom of the extra trip availability listing. A driver called back from layoff or a new driver shall be added to the bottom of the list and his/her hours will be equalized to the average number on the list.
- (e) The Director of Transportation, or his designee, shall maintain a yearly chart of extra driving which shall list all drivers and such chart shall be posted in the bus driver lounge.

Notes: 1. Daily extra driving will continue to be assigned to drivers on the basis of lowest total accumulated extra driving from those drivers who have indicated availability for that driving on their extra driving availability forms.

Example: A kindergarten pick-up run would be assigned to the driver with the lowest total accumulated extra driving on the list of available drivers for kindergarten pick-up runs.

Notes: 2. Long term extra driving (extra driving anticipated to last five (5) or more consecutive work days) will be posted for two (2) days and assigned on the basis of highest seniority available driver bidding for the assignment. Such driving shall be included in the total accumulated extra driving for the driver awarded the assignment.

Section 3 - Driver Licensing

Bus drivers shall obtain a Chauffeur's License with S Endorsement as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. All training costs associated with receiving the license will be returned to the employee after he/she has completed one full year of driving.

Section 4 - Health Requirement

- (a) It is required that bus drivers be given annual physical examinations by a physician selected and paid by the Board of Education. Any driver passing the physical examination shall be deemed to be capable of performing all duties normally assigned.
- (b) Should a health condition arise making it impossible for a driver to qualify for driving according to state statutes, such driver shall be placed on a medical leave in accordance with the provisions of Section 2 of ARTICLE 23.

Section 5 - Student Problem Time

A bus driver called by administration to a building to discuss a student problem will be paid for a minimum of one (1) hour during the interview time at the federal minimum hourly wage rate in effect at the time.

Section 6 - Breakdown Time

A bus driver required to remain with his/her bus after a breakdown shall be paid the federal minimum hourly wage rate in effect at the time. The driver shall be paid the full hourly rate retroactive to the time the bus broke down for any time in excess of one-half (1/2) hour.

Section 7 - Summer School Runs

A summer school bus run shall be paid at the regular run rate, plus \$0.10 a mile for each mile driven over ten (10) miles on each run.

Section 8 - Field Trips

- (a) A field trip is defined as any driving which is not a shuttle between buildings or part of a regularly assigned run.
- (b) Seniority employees who indicate interest in field trip driving will have preference over probationary or substitute employees.

Field trips shall be assigned to the highest seniority driver. "Doubling up" of runs will only be permitted when substitute employees are not available to drive a field trip. A driver may "give up" as many runs as required to take a field trip.

- (c) Rotation periods are three (3) months in length and will be clearly posted in the Driver's Lounge. Listed below is the agreed upon breakdown of the rotation months:
 - 1. June, July, and August
 - 2. September, October, and November
 - 3. December, January, and February
 - 4. March, April, and May

At the end of each quarter, drivers will start with zero (0) hours. If a field trip becomes available within an hour-or-less of leave time, the trip will be assigned to the first available senior driver.

When drivers have the same amount of calculated hours, the trip will be assigned to the highest seniority driver.

- (d) Bus drivers shall receive a minimum of two (2) hours pay for each non-athletic field trip. Athletic field trips that require a driver to give up one run will receive a minimum of two (2) hours pay. Athletic field trips that require a driver to give up two runs will receive a minimum of three (3) hours pay.
- (e) If a field trip is canceled without at least a one (1) hour notice to the driver, the driver shall be paid for one-half (1/2) hour.

- (f) A driver may decline to take a field trip assigned to them two (2) times per semester. Declines in excess of two (2) per semester will result in the removal of that driver from the field trip rotation for a period of thirty (30) calendar days. A driver, except in emergencies, must give notice of a turn down twenty-four (24) hours in advance of the scheduled trip time.
- (g) Field trips will not be assigned to drivers when they interfere with their regularly scheduled runs during the first week of school.

Section 9 - Kindergarten

Kindergarten noon runs shall be paid at the regular run rate plus a differential of \$2.55 per run (differential to increase year to year at same percentage rate as the regular run rate). When there is no scheduled kindergarten, per school calendar, drivers will not be paid for that kindergarten run.

Section 10 - Shuttle Runs

A shuttle run shall consist of a pick-up at one school and delivery to another school or schools that are not part of the driver's normal run. The placement of students on a pre-existing run for transportation between buildings does not constitute a shuttle run.

Section 11 - Skill Center Runs

Skill Center runs shall be paid in accordance with Schedule B.

Section 12 - Extra Driver

Whenever an extra driver is needed on any run, regularly employed bus drivers will be asked first and paid at their regular run pay rate.

Section 13 - Bus Overloads

The administration shall make appropriate adjustments in runs to relieve overload situations.

Section 14 - Uniform Allowance

Each bus driver shall receive a maximum of \$150.00 to be paid at the end of the first semester, provided the employee was employed as of the beginning of that school year. From such an allowance, each driver will provide a jacket(s) on which the employee will have sewn Flushing Community Schools insignia. Jackets with Flushing Community Schools insignia will be worn by bus drivers while on duty.

Section 15 - New Jobs

The new jobs provisions indicated in ARTICLE 12, Section 9 shall also apply to bus drivers.

Section 16 - Work Week

No driver shall be assigned work beyond forty (40) hours in a single week unless all other drivers shall have had an opportunity to acquire forty (40) hours of work in the week first.

Section 17 - Miscellaneous

Bus drivers are expected to demonstrate proper respect and care to the public property in their custody and to encourage students to do likewise. However, under normal circumstances a bus driver shall not be expected to pump fuel into the bus or check the oil. It is understood between the parties that pre-tripping the bus is a driver's responsibility.

Section 18 - Payroll Cutoff

Payroll cutoff for bus drivers shall be Wednesday of the week preceding the week of the payday.

Section 19 - Cooperative Busing

Nothing in this agreement shall restrict or prevent the Board from entering into cooperative busing agreements with other districts in the areas of special education or vocational education.

Section 20 – Drug/Alcohol Testing

Bus Drivers who are required to participate in drug/alcohol screening pursuant to federal law shall receive one hour in compensation at the Field Trip Rate for time spent in complying with screening procedures. If an employee is unable to return from testing in time for his/her next scheduled run, then he or she will be paid for the scheduled run, but not for the one hour at field trip rate.

Section 21 – Run Guides

All drivers of regularly scheduled runs will be required to create and monitor run guides for those runs. Drivers will receive 1 hour pay at the federal minimum wage rate at the end of the year for each run guide completed and maintained.

Section 22 – Overtime

A limit of ten (10) overtime hours shall be allowed per pay period. (Thursday thru Wednesday)

ARTICLE 32

CUSTODIANS

Section 1 - Hours and Work Week

- (a) The work day for regular full time custodians shall be eight (8) hours including lunch periods, with lunch periods to be scheduled at times consistent with the requirements of the respective job assignments. Custodians shall not leave the buildings where they work for their personal needs unless permission has been granted in advance by the appropriate supervisor.
- (b) The work week for regular full time custodians shall consist of five (5) days Monday through Friday and shall normally be of forty (40) hours duration.
- (c) It is recognized and understood that deviations from the foregoing regular schedules of work may be necessary and may unavoidably result from several causes such as, but not limited to, rotation of shifts, vacations, leaves of absences, weekend and holiday duty, absenteeism, employee request, temporary shortages of personnel and emergencies. No such deviations shall be considered a violation of this contract.

Section 2 - Work Year

The regular work year for custodians shall be twelve (12) calendar months.

Section 3 – Night Assignments

In situations involving overtime for night time (after 7:00 p.m.) events with groups greater than 30 students/participants at the middle school and high school, there will be no fewer than two (2) custodians on duty.

Section 4 – Uniform Allowance

Each regular or regular part-time custodian shall receive an annual clothing allowance of \$160.00 to be paid at the end of the first semester provided the custodian was employed as of the beginning of that school year.

ARTICLE 33

MECHANICS

Section 1 - Hours and Work Week

- (a) The work day for regular full time mechanics shall be eight (8) hours including lunch periods, with lunch periods to be scheduled at times consistent with the requirements of the respective job assignments. Mechanics shall not leave the buildings where they work for their personal needs unless permission has been granted in advance by the appropriate supervisor.

- (b) The work week for regular full time mechanics shall consist of five (5) days Monday through Friday and shall normally be of forty (40) hours duration.
- (c) It is recognized and understood that deviations from the foregoing regular schedules of work may be necessary and may unavoidably result from several causes such as, but not limited to, rotation of shifts, vacations, leaves of absences, weekend and holiday duty, absenteeism, employee request, temporary shortages of personnel and emergencies. No such deviations shall be considered a violation of this contract.

Section 2 - Work Year

The regular work year for mechanics shall be twelve (12) calendar months.

Section 3 - Uniform Allowance

Each regular or regular part-time mechanic shall receive one-half (1/2) of their annual uniform costs at a mutually agreed upon uniform service. If mechanics choose not to use uniform service, they will receive a \$180.00 uniform allowance.

ARTICLE 34

SCHOOL LUNCH PERSONNEL

Section 1 - Work Year

School lunch personnel schedules will be set each year according to the needs of the children. The statements of this Article shall not be considered as a guarantee of hours per day or week.

The regular work year for school lunch personnel shall coincide with the regular session days that the students are in attendance at school.

Three (3) work days beyond the regular session days that students are in attendance for full days shall be scheduled for preparation and cleaning.

Section 2 - Uniform Allowance

Each regular or part-time regular school lunch personnel employee shall receive an annual uniform reimbursement allowance of \$190.00 to be paid at the end of the first semester provided the employee was employed as of the beginning of that school year.

Section 3 - Payroll Cutoff

Payroll cutoff for school lunch employees shall be Wednesday of the week preceding the week of the payday.

Section 4 – Weekend Work

All work performed by unit member cooks on Saturdays and Sundays shall be compensated at time and one-half (1.5) the rate stipulated on Schedule C for the appropriate school year.

ARTICLE 35

ANNUAL LONGEVITY SERVICE AWARD

- (a) An annual longevity service award shall be paid to otherwise qualified bargaining unit employees in accordance with the following schedule, (based on the employee's years of service from his/her date of hire to December 1st of each calendar year):

<u>Seniority</u>	<u>2008/2009/2010</u>
25 years or more	\$630
20-24 years	605
15-19 years	580
10-14 years	555

- (b) In addition to having the required seniority, an employee shall meet all the following qualifications in order to receive an annual longevity service award:
1. The employee must have worked at least seventy (70%) of the scheduled days for his/her classification during the immediately preceding twelve (12) months (December thru November).

NOTE: Paid time will be counted as days worked for this purpose.

- (c) Annual longevity service awards shall be paid to qualified employees in the first pay in December, and such payment shall be considered as additional wages.

ARTICLE 36

GOOD ATTENDANCE BONUS

Any unit member who maintains good attendance (zero, one or two absences) in a six-month period (either July 1st through December 31st or January 1st through June 30th) shall be paid a bonus for the six-month period. Absences shall exclude Funeral Leave, Jury Duty Leave, Holidays and Vacation Days. The bonus rates will be seventy-five dollars (\$75.00) for zero absences, forty dollars (\$40.00) for one absence or twenty-five dollars (\$25.00) for two absences.

SCHEDULE A
Custodial and Maintenance Employee's Hourly Wage Schedule

CLASSIFICATION	July 1, 2008- June 30, 2009	July 1, 2009 – June 30, 2010	July 1, 2010 – June 30, 2011
Head Mechanic Head General Maintenance	\$20.88	*See note below for salary increase schedules for the 2009-2010 school year.	**See note below for salary increase schedules for the 2010-2011 school year.
Mechanic Head High School (Day)	\$19.32		
General Maintenance Head Middle School (Day) Warehouse and Deliveries	\$18.72		
Head Elementary (Day) Head Middle School (Afternoon) Head High School (2 nd or 3 rd Shift)	\$18.40		
Head Elementary (Afternoon)	\$17.80		
General Custodian	\$17.41		
Apprentice Cleaner ***	\$10.00		

* The hourly wage for the 2009-2010 school year shall be increased at a rate of 80% of the percentage increase in the State of Michigan Basic Foundation Allowance; however, in no event less than .5% nor more than 3.5%. In the event that total district enrollment drops by 5% from the previous school year, this wage formula will become null and void and a salary reopener will occur.

** The hourly wage for the 2010-2011 school year shall be increased at a rate of 80% of the percentage increase in the State of Michigan Basic Foundation Allowance; however, in no event less than .5% nor more than 3.5%. In the event that total district enrollment drops by 5% from the previous school year, this wage formula will become null and void and a salary reopener will occur.

Notes:

1. Shifts indicated are normal shifts when school is in session. The administration may adjust the hours of shifts to meet the needs of the district.
2. There shall be no shift or job wage differential outside those indicated in this Schedule or those which may result from ARTICLE 12, Section 8, except that the unit member who is assigned to the “High School Auditorium – Flexible Hour-Part Time” part time position shall be paid one dollar (\$1.00) per hour in addition to regular hourly pay for hours worked on a Saturday or Sunday which are not subject to overtime otherwise.
3. It is understood that the Warehouse and Deliveries position has been upgraded on the schedule due to the shift of mail and/or package pick-up and/or delivery at the Intermediate District offices from bus skill center runs.
4. Entry Level Wage Schedules (For all hires after July 1, 1996):

0-90 Calendar Days	91 days - 1 Year	1-2 Years	2-3 Years
\$3.00 per hour less than salary indicated in classification	\$2.50 per hour less than salary indicated in classification	\$2.00 per hour less than salary indicated in classification	\$1.00 per hour less than salary indicated in classification

NOTE: Entry Level Wage Schedule will result in Probationary Classification being removed from Employee's Hourly Wage Schedule of SCHEDULE A.

*** See Appendix D for Apprentice Cleaner wage and benefit outline.

SCHEDULE B
Bus Driver Wage Schedule

REGULAR RUN RATES	July 1, 2008 – June 30, 2009	July 1, 2009 – June 30, 2010	July 1, 2010 – June 30, 2011
Bus Driver	\$16.47	* See note below for salary increase schedules for the 2009-2010 school year.	**See note below for salary increase schedules for the 2010-2011 school year.
Probationary	\$14.47		
Kindergarten	\$19.02		
SPECIAL SITUATIONS			
Skill Center Students Transported both ways (round trip)	\$24.76		
Skill Center Students Transported one way (round trip)	\$20.63		
Shuttle Run (per run)	\$6.61		
Field Trips (per hour)	\$12.15		

* The hourly wage for the 2009-2010 school year shall be increased at a rate of 80% of the percentage increase in the State of Michigan Basic Foundation Allowance; however, in no event less than .5% nor more than 3.5%. In the event that total district enrollment drops by 5% from the previous school year, this wage formula will become null and void and a salary reopener will occur.

** The hourly wage for the 2010-2011 school year shall be increased at a rate of 80% of the percentage increase in the State of Michigan Basic Foundation Allowance; however, in no event less than .5% nor more than 3.5%. In the event that total district enrollment drops by 5% from the previous school year, this wage formula will become null and void and a salary reopener will occur.

SCHEDULE C

School Lunch Employees' Hourly Wage Schedule

CLASSIFICATION	July 1, 2008 – June 30, 2009	July 1, 2009 – June 30, 2010	July 1, 2010 – June 30, 2011
Head Cook – Secondary Kitchen Manager	\$14.83	* See note below for salary increase schedules for the 2009-2010 school year.	**See note below for salary increase schedules for the 2010-2011 school year.
Head Cook – Elementary Kitchen Manager	\$13.83		
Cook	\$12.14		
Kitchen Assistant***	\$9.55		
Probationary	\$9.54		

Head Cooks with Michigan School Food Service Association certification shall receive an additional \$0.30 per hour; all other cooks shall receive \$0.15 per hour.

* The hourly wage for the 2009-2010 school year shall be increased at a rate of 80% of the percentage increase in the State of Michigan Basic Foundation Allowance; however, in no event less than .5% nor more than 3.5%. In the event that total district enrollment drops by 5% from the previous school year, this wage formula will become null and void and a salary reopener will occur.

** The hourly wage for the 2010-2011 school year shall be increased at a rate of 80% of the percentage increase in the State of Michigan Basic Foundation Allowance; however, in no event less than .5% nor more than 3.5%. In the event that total district enrollment drops by 5% from the previous school year, this wage formula will become null and void and a salary reopener will occur.

*** Filled with new hires only. Limited to no more than three (3) hours per day with no more than one (1) per elementary school or three (3) per secondary school. If temporary, upgraded to receive the rate of pay for the upgrade for hours worked in that capacity. No current employees to be reduced to this pay rate.

NOTES: 1. Employees attending classes or meetings clearly and specifically required and authorized in writing by the administration, shall receive their regular hourly rate.

APPENDIX A

CUSTODIAL AND MAINTENANCE SENIORITY

Custodial and maintenance employees, employed or on layoff as of July 1, 2008, are determined to have the following seniority order with the seniority dates indicated:

- | | |
|----------------------|---|
| 1. Tina Wray | (02/07/79) |
| 2. Robert Guthrie | (02/26/79) |
| 3. Mary Moore | (06/24/85) |
| 4. W. Pat McCarron | (07/11/86) |
| 5. David Bowe | (01/03/89) |
| 6. Karen Thomas | (06/21/90) |
| 7. Michael York | (07/23/90) |
| 8. Lawrence Ham | (07/31/90) |
| 9. Scott Hickey | (11/04/92) |
| 10. Jeffrey Cory | (11/09/92) |
| 11. Robert Conlen | (06/21/93) |
| 12. Barbara Oskey | (01/17/94) |
| 13. Patrick McGarvey | (08/29/94) |
| 14. Antoni Rutkowski | (10/20/97) |
| 15. Wanda Herrington | (11/15/99) |
| 16. Gary Slinkard | (08/19/02) |
| 17. Janette Holdorf | (09/10/02) |
| 18. Hollie Stevens | (01/06/03) |
| 19. James Dahl | (07/28/03) |
| 20. Jay Johnson | (05/16/05) |
| 21. Leonard Hofmann | (09/19/05) Layoff 6/30/07 thru 11/19/07 |
| 22. Jennifer Balcom | (01/23/06) Layoff 6/30/07 thru 5/27/08 |

APPENDIX B

BUS DRIVER SENIORITY

Bus drivers, employed or on layoff as of July 1, 2008 are determined to have the following seniority order with the seniority dates indicated.

1. Darlene Laws	(01/10/90)
2. Kathy Wolkow	(04/19/91)
3. Linda Dreuth	(08/26/91)
4. Karen Sturgis	(08/26/91)
5. Kimberly Colton	(09/19/91)
6. Mary Shields	(09/27/93)
7. Paula Langdon	(06/16/95)
8. Kimberly Ketels	(09/14/98)
9. Carrie Hahn	(01/04/99)
10. Barry Kuhl	(10/19/99)
11. Catherine Littell	(11/10/99)
12. Nancy Topolinski	(01/20/00)
13. Jackie Klorres	(09/15/00)
14. Cynthia Badder	(08/22/01)
15. Nina Eschenweck	(08/20/03)
16. Bill Salbenblatt	(08/25/03)
17. Loretta Walden	(11/14/03)
18. Barbara Loafman	(08/24/05)
19. Teresa Alexander	(11/04/05)
20. Karen Hawkins	(11/28/05)
21. Sid Roman (7560)	(08/16/06)
22. Michelle Pease (5639)	(08/16/06)
23. Karen Dowland	(08/24/06)
24. Kathy Valasek	(08/31/06)
25. Scott Tucker	(09/18/06)
26. Shawn Thomas	(02/26/07) – (Hall Monitor 1/3/08-5/12/08)
27. Penny Bottoms	(05/21/08)

APPENDIX C

SCHOOL LUNCH EMPLOYEES SENIORITY

School lunch employees, employed or on layoff as of July 1, 2008 are determined to have the following seniority order with the seniority dates indicated.

Cooks

1. Suzanne Murray (08/30/93)
2. Roxanne Pear (10/25/93)
3. Cindy Jones (10/28/93)
4. Suzanne Eickhoff (03/17/94)
5. Sheryl Korthals (08/29/94)
6. Sonia Shortz (08/29/95)
7. Julie Manley (08/30/95)
8. Suzette McLean (12/11/95)
9. Robin Byrski (10/14/96)
10. Kelly Clary (10/24/96)
11. Barbara Blatchford (09/22/98)
12. Deborah Ruppel (01/03/00)
13. Lucinda Sivil (01/24/00)
14. Sally Freel (11/15/00)
15. Sheryl Cannon (8218) (08/24/01)
16. Florence Fee (1247) (08/24/01)
17. Felicia Cook (10/04/03)
18. Kerry Selvig (7675) (11/15/04)
19. Linda Minarik (2806) (11/15/04)
20. Deborah Epke (08/30/05)
21. Helen Hynan (09/25/06)

Kitchen Assistants

1. Kail Lafreniere (09/18/06)
2. Denise Robinson (09/25/06)
3. Carrie Peddie (09/25/06)
4. Kathryn Andrews (02/05/07)
5. Karen Hawkins (09/27/07)
6. Denise Jones (10/16/07)

APPENDIX D

APPRENTICE CLEANER WAGES AND BENEFITS

Wage:

\$10 per hour (subject to wage increases in other classifications)

Benefits:

Long Term Disability Insurance
Group Term Life Insurance
After 3 Years – Single Subscriber Dental and Vision

Miscellaneous:

Uniform Allowance

Holidays:

Thanksgiving Day
Christmas Day

Sick/Personal Days:

2 Days - Accumulation to a maximum of three (3) years or six (6) total days.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

FLUSHING COMMUNITY SCHOOLS

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
547, 547A, B, C, E & H, AFL-CIO

President Board of Education

Business Manager

Secretary Board of Education

President

Chief Negotiator

Recording-Corresponding Secretary

APPENDIX E

FLUSHING COMMUNITY SCHOOLS

DENTAL BENEFIT PROGRAM

Basic Services

*Basic Services Include
Services Such as:*

**Examinations
Cleanings (Prophylaxis)
Fillings
Fluoride Treatment (to age 18)
Periodontics
Diagnostic X-Rays
Oral Surgery and Anesthetics
Root Canals (Endodontics)**

Lifetime Deductible: \$0

No Coordination

80% of R & C*

Coordinated

50% of R & C*

Major Services

*Major Services Include
services such as:*

**Inlays
Crowns and/or Bridges
Dentures (Full and Partial)
Crown and/or Bridge Repair**

Annual Deductible: \$0

Combined Annual Maximum

**\$1,000 per year/per person
total benefit**

Orthodontic Services (to age 19)

80% of R & C*

50% of R & C*

Deductible: \$0

Lifetime Maximum

\$1,300 per person

***R & C means reasonable and customary.**

APPENDIX F

FLUSHING COMMUNITY SCHOOLS

VISION BENEFIT PROGRAM

Benefits:

Examination	\$ 40.00	Once every 12 months
Regular Lenses	\$ 40.00	Once every 12 months
Bifocal Lenses	\$ 55.00	Once every 12 months
Trifocal Lenses	\$ 65.00	Once every 12 months
Lenticular Lenses	\$ 80.00	Once every 12 months
Progressive Lenses	\$ 85.00	Once every 12 months
Frame Allowance	\$ 50.00	Once every 12 months
Contact Lenses	\$150.00	Once every 12 months