

PRE-SCHOOL STAFF

A G R E E M E N T

between

THE FLUSHING COMMUNITY SCHOOLS

HEREINAFTER REFERRED TO AS THE "BOARD"

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

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

HEREINAFTER REFERRED TO AS THE "UNION"

July 1, 2008 until June 30, 2011

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ARTICLE 1

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE 2

RIGHTS OF THE BOARD

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitations, 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. The exercise of the foregoing 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 by the specific and express terms of this Agreement, and then 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.

ARTICLE 3

UNION RECOGNITION, AGENCY SHOP AND DUES CHECK OFF

Section 1 - Union Recognition

- (a) The Board of Education of the Flushing Community School District (hereinafter called the Board or employer) hereby recognizes the International Union of Operating Engineers Local 547 (A, B, C, E and H) AFL-CIO (hereinafter called the Union) as the sole and exclusive bargaining agent of the employees certified by the Michigan Employment Relations Commission (MERC) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- (b) The term "employee" as used herein shall include the following: All Preschool Employees, "SKIP" Program Employees, and Great Start Readiness Employees, but shall exclude administrators and all other employees.
- (c) All unit members shall meet the requirements mandated by state and federal law for their positions; failure to do so shall be grounds for immediate termination.

Section 2 – Agency

- (a) Any bargaining unit employee, who is not a member of the Union or who does not apply for membership within 61 calendar days of commencement of his/her employment or within 61 calendar days of ratification of this Agreement by the parties 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 61 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 in writing of the name, date of hire, classification and job location of the new employee.

Section 3 - Check-off

During the life of this Agreement, the Board will deduct initiation fees and current uniform dues or service fees provided that at the time of such deduction there is in the possession of the Board a valid current written assignment, executed by the employee.

Section 4

The Board will deduct current uniform dues or service fees from the pay of employees in proportionate amounts for each pay period (on an annualized basis). If an employee has no pay coming for such pay period or if such pay period is the first pay of new employee, such dues or service fees shall be deducted from the immediate subsequent pay period.

Section 5

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

Section 6

- (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 employee to obtain appropriate refund from the Union.

- (b) The Union shall indemnify and save 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 7

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, no later than five (5) days after the deductible pay period.

Section 8

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 upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's By-laws: 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 9

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 for 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 10

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

Section 11

The Union shall promptly furnish the Board with an executed dues authorization or service fee form from each member in the bargaining unit who desires deductions.

Section 12

Employees hired, rehired, reinstated or transferred into the bargaining unit shall, within 31 calendar days of the commencement of their employment within the bargaining unit, elect either to become members of the Union or to pay the service fees and said employee will determine either to authorize payroll deduction by executing a valid written assignment or to pay the initiation fee and dues or service fees directly to the Union. An employee shall be deemed to have met the conditions of the Article provided the employee is not more than sixty (60) days in arrears of payment of initiation fees and dues or service fees.

ARTICLE 4

PROBATIONARY PERIOD

A newly employed employee shall be subject to a probationary period of not less than sixty (60) calendar days. During this probationary period, the employee shall be evaluated by an administrator. During this probationary period, the employee shall not have appeal to the grievance procedure for suspension or discharge from employment, but shall be entitled to all other benefits and shall be subject to all obligations of this Agreement. In the event that the employee is absent for more than ten (10) working days during the probationary period, it shall be extended for an additional period such that the employee actually works at least thirty-five (35) days.

ARTICLE 5

STEWARDS

- (a) The employees may be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be made known to the Board in writing.
- (b) The Chief or Alternate Steward shall investigate grievances during non-work time. Meetings with administration representatives, if occurring during what would normally be work time for the Steward(s), shall be paid.

ARTICLE 6

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons of race, creed, color, religion, sex, age or national origin, height, weight, disability or marital status.

ARTICLE 7

SAFETY PRACTICES

- (a) The employer will take reasonable measures 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.

ARTICLE 8

WORK SCHEDULES

Work days and work hours shall be set by the employer in accordance with program needs and funding constraints. An employee is expected to work the days and hours so set unless time off is approved by the employer. Position assignments shall be determined by group consensus, as has occurred in the past, subject to final approval by the Administrator. Work in excess of forty (40) hours in a work week shall be paid at one and one-half (1 1/2) the employee's regular hourly rate. Employees may also be required to attend District sponsored in-service activities, such as First Aid Training, CPR training, for which time they will be paid.

ARTICLE 9

UNPAID TIME OFF

An employee is expected not to take time off unless good reason exists. Time off shall not be taken outside the maximums indicated below. It is understood that the Board may fill the employee's position on a temporary basis so long as the employee is on leave.

- (a) Family Emergencies: Up to three (3) days per school year. Family emergencies are defined as serious illness requiring the employee's presence. If additional time off for this reason is necessary, application may be made under (c) of this Article.
- (b) Personal Medical Disability: Until end of medical disability or end of school year (whichever occurs first). The employer may require medical certification of disability. An employee will not be terminated prior to one (1) calendar year of absence and may be granted an extended leave at the discretion of the Board.
- (c) Other Good Reason: Requested in writing and approved by the Assistant Superintendent or designee in writing prior to any time being taken. Each such request shall be approved, or not approved, on its own merits and shall not be precedent for any other approval. The past attendance of the employee, length of employment, and effect on program may be factors, in addition to the reason for the request, in determining approval or non-approval. Leaves granted under this paragraph which exceed ninety (90) working days will be with seniority adjusted by a period corresponding to the excess of thirty working days.
- (d) 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 law are null and void.

ARTICLE 9-A

PAID LEAVES

Section 1 - Personal Days

An employee shall receive personal leave hours in an amount equal to his/her regularly scheduled hours for the week, up to a maximum of 19 hours. (For example, an employee who is regularly scheduled to work 20 hours a week shall receive 19 hours of paid leave.) Employees shall be allowed to use personal time in one hour increments provided they can arrange for coverage.

If an employee has any personal leave hours remaining at the end of the school year, the employee shall be paid for these hours in a lump sum. The hourly wage rate for these hours shall be calculated based upon the weekly wages that an employee would normally receive based upon his/her regular work schedule, divided by the number of hours worked during the week. (For example, if an employee worked both as an aide and teacher during the week for a total of 20 hours, and earned a total of \$225 for the week, the hourly wage rate would be \$11.25 [\$225 divided by 20 equals \$11.25].

Section 2 - Funeral Leave

When death occurs in an employee's immediate family, i.e., spouse, parent, step-parent, child, step-children, brother, sister, spouse's mother, spouse's father, grandchild, son-in-law or daughter-in-law, brother-in-law or sister-in-law, the employee upon request will be excused for three (3) regularly scheduled working days immediately following the date of death, providing he/she attends the funeral. When death occurs to the grandparent of the employee or in the family of the employee's spouse, i.e., the spouse's brother or sister, grandparent, the employee upon request will be excused for one (1) regularly scheduled working day which will usually be the day of the funeral providing he/she attends.

Additional time may be granted at the discretion of the administration, upon request by the employee and charged to the employee's allowable personal business days.

Section 3 - Emergency School Closings

Whenever scheduled school is canceled due to acts of God, employees shall not be required to report for work or to remain at work after school premises have been cleared of students. Affected employees shall experience no loss of pay under such circumstances if they would have otherwise worked. However, employees may be required to make up days missed (without additional pay) equal to the number of lost days if these days are made up.

Section 4 - Jury Duty

An employee requested to appear for jury qualification or services shall receive his/her pay from the Board for such time lost as a result of such appearance or service, less any compensation received for jury service, up to a maximum of five days. In the event that the employee is subpoenaed as a witness in any case connected with the employee's employment by the school, the employee will be paid full pay for all such days.

ARTICLE 10

SENIORITY

- (a) The seniority of an employee shall begin with the latest date of hire as a regularly scheduled employee in the bargaining unit.
- (b) Seniority shall be cut off if any one of the following occurs:
 - 1. The employee quits, resigns or retires.
 - 2. The employee is discharged and the discharge is not reversed by the grievance procedure.
 - 3. The employee voluntarily takes a position outside the bargaining unit without the approval of the superintendent. (However, if the employee is in layoff status from a position in the unit, seniority shall continue until recall.)
 - 4. If the employee is absent for three (3) consecutive working days without following established District procedures to be followed in the event of an employee absence.
 - 5. If the employee overstays a leave or fails to return from layoff without providing an explanation acceptable to the Board within twenty-four (24) hours. In proper cases, exceptions will be made by mutual agreement.
 - 6. If the employee gives a false reason for a leave of absence.
- (c) In the event that two (2) or more employees are hired on the same date, the employee with the lowest last four digits of their Social Security Number shall be deemed the senior employee for purposes of determining seniority in this bargaining unit.
- (d) Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee who is in a lower classification; provided, the senior employee is qualified to hold the position held by the least seniority employee. Recall shall be in reverse order of the layoff.

ARTICLE 11

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. Bringing alcoholic beverages onto school property, drinking during working hours, coming to work under the influence of alcohol, or drunkenness.
 - 11. The use or possession of narcotics that interfere with satisfactory work performance.
 - 12. Immoral conduct, or other conduct unbecoming a public employee.
 - 13. Conviction of a serious crime.
 - 14. Disregard of reasonable rules established by the employer and made generally known to the employee (including the provisions of this Agreement).
 - 15. Overstays leave of absence without prior approval (unless an excuse acceptable to the Board is provided).

16. Engages in other employment during leave of absence without prior approval.
 17. Falsifies reason for leave request.
- (c) 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. Disciplinary action is subject to the grievance procedure.

ARTICLE 12

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 the 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 suspension or a written reprimand and/or warning which is affixed to his/her personnel record, the employee will be 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 compensation shall be limited to the amount of compensation 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 shall first schedule an oral discussion with the immediate supervisor. A mutually convenient time for discussion of the grievance (within five [5] working days of the occurrence) 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. In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within five (5) working days from the oral discussion. The employee and the Steward shall sign the grievance forms. The grievance forms must include (1) a statement of the grievance and facts upon which it is based and citing alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within five (5) working days.

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.

STEP 3. Failing to resolve the grievance 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/her decision in writing relative to the grievance within five (5) working days of his/her meeting with the business representative of the Union. The Superintendent's decision shall be final and binding, unless changed as a result of the procedure in Step 4.

STEP 4. A. The following Step 4 shall only apply to grievances contesting the discharge of an employee. If the Union is dissatisfied with the decision of the Superintendent, the Union may appeal the grievance to arbitration

within fifteen (15) days after receiving the Superintendent's decision by giving written notice to the Superintendent of the Union's intent to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the Union shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator under its procedures. The arbitrator shall follow American Arbitration Association labor arbitration rules.

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and shall not usurp the actions of the District in the proper exercise of its judgment and discretion under the law and this Agreement. The decision of the Arbitrator, if within the scope of his authority as above set forth, shall be final and binding. The costs of arbitration shall be borne by the losing party; however, each party shall bear its own expense.

B. With respect to grievances not contesting the discharge of an employee, if the Union is dissatisfied with the decision of the Superintendent, the Union may appeal the grievance to mediation within fifteen (15) days after receiving the Superintendent's decision by requesting the Michigan Employment Relations Commission to appoint a mediator to resolve the dispute. The District agrees to participate in the mediation process.

ARTICLE 13

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE 14

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of Law or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 15

TERMINATION AND MODIFICATION

- (a) This Agreement shall become effective upon ratification by both parties.
- (b) If either party desires to terminate this Agreement, it shall ninety (90) calendar 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 on ninety (90) calendar days written notice prior to the current year of termination.
- (c) If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of the Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar 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, International Union of Operating Engineers, Local #547, AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan, 48219, and if the Board addressed to Flushing Community Schools, 522 North McKinley Road, Flushing, Michigan 48433, or to any other address the Union or the Board may make available to each other.
- (e) This Agreement shall continue in full force and effect from July 1, 2008 until midnight June 30, 2011.

ARTICLE 16: COMPENSATION

The hourly pay rates for employees shall be as follows:

	2008-2009	2009-2010	2010-2011
Readiness Program Teachers			
Year 0-3	\$20.67	20.77	**
Year 4-7	\$20.85	20.95	**
Year 8-11	\$21.03	21.14	**
Associate Teachers			
First Year	\$7.40	7.44	**
First Year + 60 hrs ¹	\$7.96	8.00	**
First Year + LC ²	\$8.80	8.84	**
Second Year Plus	\$9.36	9.41	**
Second Year Plus + 60 ¹	\$9.94	9.99	**
Second Year Plus + LC ²	\$10.77	10.82	**
Preschool Staff			
Coordinator	\$20.63	20.73	**
Instructors			
First Year	\$13.42	13.49	**
First Year + 60 hrs ¹	\$13.98	14.05	**
First Year + LC ²	\$14.84	14.91	**
Second Year	\$14.10	14.17	**
Second Year + 60 hrs ¹	\$14.66	14.73	**
Second Year + LC ²	\$15.51	15.59	**
Third Year Plus	\$15.50	15.58	**
Third Year + 60 hrs ¹	\$16.07	16.15	**
Third Year + LC ²	\$16.91	16.99	**
Aides			
First Year	\$7.40	7.44	**
First Year + 60 hrs ¹	\$7.96	8.00	**
First Year + LC ²	\$8.80	8.84	**
Second Year Plus	\$9.36	9.41	**
Second Year Plus + 60 ¹	\$9.94	9.99	**
Second Year Plus + LC ²	\$10.77	10.82	**
S.K.I.P.			
PAT Supervisor	\$12.63	12.69	**
PAT Educators			
First Year	\$9.00	9.05	**
First Year + 0.5 PAT Training	\$9.56	9.61	**
First Year + PAT Training	\$10.39	10.44	**
Second Year + 0.5 PAT Training	\$10.12	10.17	**
Second Year + PAT Training	\$11.22	11.28	**
Third Year + PAT Training	\$11.63	11.69	**

*2009-2010

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 0.5% nor more than 3.5%. In the event that total district enrollment drops by 5% from the 2008 Fourth Wednesday Audited Count to the 2009 Fourth Wednesday Count reported to GISD, this wage formula will become null and void and a salary and longevity reopener will occur.

**2010-2011

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 0.5% nor more than 3.5%. In the event that total district enrollment drops by 5% from the 2009 Fourth Wednesday Audited Count to the 2010 Fourth Wednesday Count reported to GISD, this wage formula will become null and void and a salary and longevity reopener will occur.

Formulas consistent with other I.U.O.E. units negotiated during the 2008-09 school year.

¹ Applies to current, “grandfathered” employees who have 60 hours toward the Child Development Associate credential.

² Applies to employees who meet the State qualifications for Lead Caregiver.

Professional Development

All employees must meet the requirements mandated by state and federal law for their positions. The costs of any subsequent trainings, workshops, seminars or classes as required by the State or District shall be paid by the District. Employees will be paid at the rate of pay they would have received if they were at work. If they attend training on a day they are not scheduled for work they will receive Aide rate. Open House and the first day of work in the auditorium shall be paid as in the past (i.e., instructors shall be paid at the instructor rate). Employees shall also be paid the aide rate for set up, registration, and authorized non-teaching time. Mileage will be paid for employees driving to required trainings, workshops, seminars or classes outside of the District, and driving time will also be compensated.

Group Term Life Insurance for Employees

Beginning July 1, 2008, subject to the regulation of the carrier, the Board shall provide, without cost to the employee, an accidental death and dismemberment policy group term life insurance policy in the face amount of \$10,000 for each member of the bargaining unit. Full time employees working a minimum of 32 hours per week will receive a Group Term Life Insurance Policy with a face amount of \$15,000.

ARTICLE 17: QUALIFICATIONS

All new employees hired after June 30, 2008 are required to complete a CDA Credential or Associates Degree in Early Childhood Education in the first two years of employment. Failure to do so will result in termination from employment.

IN WITNESS WHEREOF:

The parties hereto have caused this instrument to be executed.

FLUSHING COMMUNITY SCHOOLS

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL #547, AFL-CIO
(A, B, C, E and H)

Steward

Steward

President Board of Education

Business Manager

Secretary Board of Education

President

Administration

Recording-Corresponding Secretary

FLUSHING COMMUNITY SCHOOLS
Flushing, Michigan

Letter Of Understanding
Between
Flushing Community Schools
And
International Union of Operating Engineers (Preschool Personnel)

It is agreed that a Contract Maintenance Committee composed of representatives of the two above referenced groups shall be formed. It is further agreed that such committee shall incorporate the following tenets:

- A. The Board and the Union support the concept of collaboration in the workplace and will work as a joint team to resolve mutual problems and concerns.
- B. In order to facilitate communications between the Board and the Union, a Contract Maintenance Committee (CMC) comprised of representatives from the Union and the Board will meet as needed to discuss topics and resolve issues and problems.
- C. Unit members, administrators and union representatives are expected to share problems and concerns with the appropriate administrator so that the problem or concern can be researched, discussed, and resolved at the lowest possible level.
- D. Problems and concerns that cannot be solved that level or that initially should be taken to the CMC may be referred to the CMC by an employee, the union, a supervisor or administrator.
- E. The CMC will attempt to resolve problems or concerns prior to implementing the grievance procedure.
- F. Nothing in this letter of understanding shall be construed to prevent a unit member of the Union from filing a grievance. However, the five (5) working day grievance filing deadline in Article 12 of the Agreement is delayed until a solution or recommendation is made by the CMC.
- G. Eligible issues or problems may be referred by the CMC, the Union, an employee, or an administrator to the Grievance Procedure if the CMC is found not to be the appropriate venue to address that issue or problem.
- H. Unit members shall not lose time or pay for time spent in CMC Meetings.

Flushing Preschool Unit, International
Union of Operating Engineers

Date

Flushing Community Schools

Date