

**AGREEMENT BETWEEN**  
**BOARD OF EDUCATION OF THE CITY OF FLINT**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 517M, 591 DIVISION, UNIT 140**

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**AGREEMENT BETWEEN**  
**BOARD OF EDUCATION OF THE CITY OF FLINT**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 517M, 591 DIVISION, UNIT 140**

**THIS AGREEMENT** entered into this 1<sup>st</sup> day of July, 2005 by and between the **BOARD OF EDUCATION OF THE CITY OF FLINT**, hereinafter called the “Board,” and the **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 591, DIVISION OF 517M, UNIT 140**, hereinafter called the “Union.”

**WITNESSETH:**

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

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

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

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

**ARTICLE 1**

**Recognition**

- A. The Board hereby recognizes the Union as the exclusive bargaining representative for all secretaries and clerks of the Flint Board of Education, but excluding all supervisory employees as defined by the Commission in the Consent Agreement of June 27, 1977, Case Nos. R77 D-232 and R77 D-255.
- B. The Board and the Union agree to the following with regard to those employees who were accreted into the Clerical Unit (Unit 140) at the Flint Board of Education during the 1991-92 negotiations:
  - 1. All employees shall be given full rights and benefits of the Master Contract between the Union (Service Employees International Union, Local 517M, 591 Division, Unit 140),

and the Board (Board of Education of the City of Flint) both economic and noneconomic, as of July 1, 1992, or if ratification of the 1992-93 Master Contract is subsequent to July 1, 1992, as of the date of ratification.

2. On July 1, 1992, or by the issuance of the first Unit 140 seniority list subsequent to July 1, 1992, all employees mentioned above will be credited with seniority effective July 1, 1986 and based on the applicable seniority formula contained in the July 1, 1984 through July 1, 1987 Master Contract as extended for 1987-88 and 1988-89 and the 1989-92 Master Contracts unless payroll records can be verified to establish an earlier seniority date.

C. Definitions

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

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

## ARTICLE 2

### Membership, Fees and Payroll Deductions

- A. All employees who are presently working under this Agreement shall not be required to become members of this Union, and all new employees hired during the term of this Agreement shall not be required to become members of the Union, but shall make payments to the Union in the same manner as Union members and shall do the above as a condition of employment.
- B. During the term of this Agreement the Board will honor written assignments of wages to the Union for the payment of Union dues, representation fees, initiation fees and voluntary C.O.P.E. deductions. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement. The Board will continue to honor those written assignments already in its possession.
- C. The Union shall notify the Executive Budget Director in writing of the amount of such membership dues, representation fees, voluntary C.O.P.E. deductions and initiation fees. The Board will cause such dues, representation fees, voluntary C.O.P.E. deductions and/or initiation fees to be remitted promptly to the Union together with a written statement of the names of the employees for whom such deductions were made. Normally, deductions will be made on the last pay period of each month. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.
- D. All employees presently employed by the Board of Education shall make the above payment to the Union on the first full pay period after the ratification of the contract by the members

and the Board. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) days of employment with the Board of Education.

- E. The Board shall provide each new employee hired, at the time of hiring, an assignment of wages form for payment to the Union of membership dues or representation fees, voluntary C.O.P.E. deductions and/or initiation fees. Assignment of wages forms will be furnished to the Board by the Union. The Board shall inform each new employee hired, at the time of hiring, that failure to begin payment of Union dues or representation fees after the completion of her/his thirtieth (30th) day of employment will result in the commencement of termination procedures against such employee upon written Union notification to the Office of Human Resources/Labor Relations.
- F. On or before the tenth (10th) of each month, the Board shall inform the Union, in writing, of all new employees hired and employees returning from a leave of absence in the preceding month. An employee cannot return to work from a leave of absence, workers' compensation leave or sick and emergency status without prior notification to the Office of Human Resources/Labor Relations.
- G. The Union shall indemnify the Board against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with provisions A, B, C and D of this Article.
- H. The Union agrees not to strike during the term of this Agreement. The Board agrees not to lock out any employee or employees during the term of this Agreement.

### **ARTICLE 3**

#### **Employee Rights**

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

The Union and its members shall be permitted use of a bulletin board in each building which shall be located to the extent possible in areas not frequented by students, provided that all

such information and material is identified with the organization's or the author's name. The Union shall be allowed to distribute informational materials to its members provided all informational material is identified with the organization's or the author's name, and further provided that a copy is always given to the building principal or appropriate supervisor. Three (3) copies of any and all of the aforesaid informational material will be sent to the Office of the Executive Director of Human Resources/Labor Relations.

- C. The Board agrees to furnish to the Union, within 10 working days, in response to written requests presented to the Executive Director of Human Resources/Labor Relations, information concerning the financial resources of the district, adopted budgets, and such other information as may be necessary for the Union to process any grievance. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board. Whenever the Board has reached a tentative conclusion to request additional mileage from the community, it will give notice to the Union of that fact prior to the reaching of a final decision with respect thereto and will give the Union the opportunity to meet with either the Financial Committee of the Board or such other representatives as the Board may select to discuss the Board's contemplated request for any mileage increase and its expected allocation thereof.
- D. The Union agrees to represent equally all employees without regard to membership or participation in, or association with the activities of the Union or any other organization.
- E. The provisions of the Agreement shall be applied in a manner that does not violate the civil rights of employees under state and federal law, including but not limited to discrimination on account of sex, sexual orientation, age, race, national origin, disability, religious or political affiliation, and marital status, and without regard to membership in or association with the activities of any employee organization; provided, however, that nothing herein shall be so construed as to prevent the Board from establishing a mandatory retirement age as allowed by law. No employee shall be required to hold membership in any party or any organization or to contribute directly or indirectly to any political party, other organizations, agents, or individuals as a condition of employment or continuation of employment.

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

## **ARTICLE 4**

### **Board Rights**

- A. The Board hereby retains and reserves unto itself, without limitation, except as expressly limited by the terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Illustrative of these rights but not intended to convey additional rights not previously enjoyed by the Board under any predecessor agreement are the following:

1. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
2. To hire all employees and, subject to the provisions of this Contract and of the law, to determine their qualifications, and the condition of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To carry on an evaluation of program and to evaluate the effectiveness of individual employee performance;
4. To adopt rules and regulations;
5. To determine the qualifications of employees, including physical conditions;
6. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement;
7. The Board shall determine all methods and means to carry on the operation of the schools, including automation.

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

## **ARTICLE 5**

### **Compensation and Employee Benefits**

The weekly compensation schedule for the years 2002-2005 and the classification listings are set forth in Appendices A and B.

- A. Employee benefit entitlement for secretaries and clerks to be determined as follows:

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

Substitutes are not entitled to employee benefits.

- B. The Board shall provide, without cost, to each full-time, regularly assigned 200 to and including 260-262 day employee, Group Life Insurance which shall pay to the employee's designated beneficiary up to the sum of \$30,000, subject to the terms of the policy upon death and, in the event of accidental death, a sum not less than two times that amount. Any such insurance shall have conversion privilege in the event of termination of employment, if applied for within 31 days of such termination. Each employee regularly assigned to work 20-29 hours per week is entitled to one-half of this amount.

- C. The Board will continue for 2005-2006 the coverage's as set forth in the 2002-2005 master agreement.

For 2006-2007 the Board will pay for any eligible employee a maximum monthly amount of \$1,086.57 for a Family, \$979.49 for Two Person and \$434.76 for a Single Person for eligible employees for Blue Care Network or Health Plus of Michigan. In 2006-2007 should the premium amount of either Blue Care Network or Health Plus of Michigan exceed \$1,086.57 for Family, \$979.49 for Two Person and \$434.76 for Single Person per month, the employee will be solely responsible for the balance of the premium payable through a payroll deduction.

Employees who are entitled to half the premium amount will be entitled to half the amounts set forth above and should the premium exceed the amount provided by the Board in 2006-2007 those employees receiving half the premium will be solely responsible for the balance through payroll deduction.

The Board will continue to offer to those eligible employees Blue Cross Blue Shield PPO. However, those eligible employees who select Blue Cross/Blue Shield PPO will be solely responsible through payroll deduction for the difference in the monthly premium between \$1,086.57 for a Family, \$979.49 for Two Person and \$434.76 for a Single Person and the corresponding monthly premium for Blue Cross Blue Shield PPO.

No other employees shall be entitled to this hospitalization coverage.

The Board shall provide the entire medical premium for hospitalization coverage as provided above for all eligible employees for the first 12 months of their health leave (as provided in Article 13 (B)(14)(C)). It is understood that the Board by payment of the premium payments required providing the coverage set forth therein shall be relieved from all liability with respect to benefits provided by the aforementioned insurance coverage.

- D. The Board shall provide, without cost, to each regularly assigned, 200 to and including 260-262 day employee who works 20 hours or more per week, a long-term disability insurance which provides them with 66 2/3 percent of their daily salary up to a monthly maximum of \$2,500.00 after they have been totally and continuously disabled for 30 consecutive, paid, scheduled working days. The benefits, which begin on the 31<sup>st</sup> consecutive, paid, scheduled, working day of disability, could continue for as long as three (3) of their regularly scheduled working years.
- E. Effective July 1, 1995, Martin Luther King's birthday shall be a paid holiday in lieu of December 26.
- F. A longevity allowance to start after ten (10) continuous years of service as follows:

Continuous Years of Service

Amount Per Week

After the completion of 10 years through 14 years	\$10.00
After the completion of 14 years through 19 years	\$11.50
After the completion of 19 years	\$13.00

For purposes of Article 5(F), approved leaves of absence in Article 13(B) shall not break continuous service for the purpose of longevity allowance; however, such time on leave of absence shall not accrue for longevity allowance.

- G. The Board shall provide for regularly employed full-time 200 to and including 260-262 day employees the entire premium for dental coverage.

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

1. Class I Benefits:

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

2. Class II Benefits:

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

3. Class III Benefits:

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

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

1. Employees with spouses employed by the Board that are covered by Board dental insurance, shall be eligible for coordination of benefits through a fifty (50) percent dental coverage plan so as to receive the maximum of the covered dental charges based on reasonable and customary fees.
2. Employees with spouses employed elsewhere that are eligible for dental insurance other than the plan pursuant to this Agreement, shall be eligible for coordination of benefits through a fifty (50) percent dental coverage plan so as to receive the maximum of the covered dental charges based on reasonable and customary fees.

No other employees shall be entitled to this insurance coverage. It is further understood that the Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the aforementioned insurance coverage.

- H. The Board shall provide for regularly employed full-time 200 to and including 260-262 day employees (subject to the limitations of the carrier), the entire premium for vision insurance in accordance with the specifications of Blue Cross/Blue Shield Vision Care Certificate, except the reasonable and customary charges for frames less the co-payment.

No other employees shall be entitled to this insurance coverage.

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

- I. Mileage shall be paid for authorized travel at the IRS rate.
- J. One full day of professional development education, jointly developed by the Union and the Board, will be scheduled each year on a non-student contact day.

There shall be established an allowance for the professional development day of \$4,000.

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

## **ARTICLE 6**

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

- A. The bargaining unit shall be divided into five (5) groups as follows:
  - One (1) representative and one (1) alternate for all employees in all elementary schools;
  - One (1) representative and one (1) alternate for all employees in all secondary schools;
  - One (1) representative and one (1) alternate for all employees in the administration building;  
and
  - One (1) representative and one (1) alternate for all employees in all other buildings.
- B. The Union shall appoint representatives and alternates for each group. No representative or alternate, regardless of when selected, shall function as such until the Office of the Executive Director of Human Resources/Labor Relations has been notified in writing by the president of

the local union or the chairperson of the unit. Notice of the selection of representatives and alternates shall be given at the earliest possible date.

- C. Representatives and their alternates and other Union officials shall be permitted to engage in contract negotiations and the adjustment of grievances subject to the limitations set forth in this Agreement. Whenever it is mutually agreed by both the Union and the Board that negotiations or other business be conducted during the normal work hours of a Union member involved, the Union member shall suffer no loss of pay.
- D. Any representative or alternate having an individual grievance in connection with her/his own work may ask that another representative or alternate or Union official assist her/him in adjusting the grievance with her/his supervisor.

## **ARTICLE 7**

### **Salary Regulations**

#### A. Probationary Employment

1. Upon initial employment an employee is considered to be on probation for the first ninety (90) working days.
2. An employee whose performance is satisfactory during her/his probationary period shall receive an annual increment as outlined in Appendix A, Salary Schedule.

All steps on the salary schedule shall be considered annual merit increases effective as of the employee's anniversary date.

#### B. Regular Employment

1. All steps on the salary schedule shall be considered annual merit increases effective as of the employee's anniversary date. The pay period dates shall be those dates established from time to time by the payroll department.
2. An employee who is appointed to a position in a higher grade shall be placed at the step on the schedule in the new grade which will guarantee a minimum annual salary increase of from 3 to 5 percent. If that step is not maximum, she/he shall proceed on the schedule from the date of appointment to the new position annually if her/his performance merits it, until maximum is reached.
3. If an employee is appointed to a position in a lower grade, she/he shall transfer at the same step in the lower classification as in the previous position and receive increments on the same date as before such appointment.
4. An employee whose position is reclassified shall be paid at the same step and receive increments on the same dates as before reclassification.

5. Any employee who is laid off and is later returned to her/his former position will only be required to serve the amount of time necessary to complete one full year in the relevant step before advancing to the next step.
- C. Each secretary or clerk working 239 days or less will have the option to have pay spread evenly over the number of weeks worked.

Employees may elect the option by submitting the necessary form provided by the District to the Payroll Department in June. Such option shall remain in effect through the entire fiscal year. Such option shall also remain in effect during succeeding fiscal years unless revoked in writing during the month of June.

Any interruption in service during a fiscal year shall be handled in accordance with Payroll Department procedures.

## **ARTICLE 8**

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

- A. The working year for employees shall be as follows:
1. 260-262 days; and
  2. 239 days (2002-2005) or as otherwise adjusted by the current school calendar, which shall begin approximately 29 days before the opening of school, the school year, and approximately 10 days after the closing of school, including a week of scheduled vacation. If the above schedule does not allow necessary coverage of the office due to vacations and other circumstances, the schedule may be adjusted by the administrator. In all offices where more than one secretary or clerk is employed, the office must be staffed by employees regularly assigned to the office; and
  3. 210 days (2002-2005) or as otherwise adjusted by the current school calendar, which shall begin one week before the opening of school, the school year, and a week after the closing of school. If the administrator in charge of the unit finds it necessary for vacation coverage and other circumstances to alter the above schedule, she/he may do so; and
  4. 205 days (2002-2005) or as otherwise adjusted by the current school calendar, which shall begin with the opening of school, the school year, and five days after the closing of school.
  5. 200 days (2002-2005) or as otherwise adjusted by the current school calendar, which shall begin and end with the school calendar.

Exceptions to the above schedules will be adjusted by the administrator. Beginning and ending dates are listed on the calendars found in Appendix K.

- B. The working week shall consist of 40 hours, Monday through Friday, except in those areas where it is necessary for offices to be open or services to be provided on Saturdays. If an employee is required to work on Saturday, she/he shall be so scheduled that her/his regular working week shall not exceed 40 hours. Employees whose regular assignment consists of less than 40 hours per week shall be scheduled by their supervisor with the approval of the Office of Human Resources/Labor Relations.
1. The Board will set work schedules and make work assignments which can reasonably be completed in the allotted time.
  2. The Board will not regularly expect employees to work in excess of the standard work week.
- C. The working day shall consist of eight hours. (Except: the regularly scheduled 30-hours-per-week employee whose working day shall consist of six hours.)
1. All employees shall be entitled to a daily lunch period of one hour. The lunch period may be shortened at the discretion of the immediate supervisor with approval of the Office of Human Resources/Labor Relations, as long as such change does not increase the number of working hours.
  2. Full-time employees shall be granted two fifteen-minute breaks daily, one to be scheduled during the first half of the working day and the second during the second half of the working day. Employees shall not be granted compensation time or overtime pay for breaks or lunch hour if not taken.
  3. All hours worked in excess of eight (8) hours in any one (1) day, or in excess of 40 hours in the standard work week shall be paid at the rate of one and one-half times the basic hourly rate.
  4. Regularly scheduled half-time employees substituting for absenteeism due to emergency or illness in her/his own office shall receive her/his regular rate of pay.
- D. Substitute Calling Responsibilities
1. It is recognized and understood that the Board has the right to assign "substitute calling responsibilities" to bargaining unit personnel before and beyond the regularly scheduled work day. The assignment of such "substitute calling responsibilities" to a particular bargaining unit member and/or to employees outside the bargaining unit shall be at the discretion of the affected administrator. Substitute call in responsibilities will go through the sub finder call in procedure, as established by Human Resources.
  2. It is agreed that time spent outside the work site on "substitute calling responsibilities" by a properly assigned bargaining unit member shall be duly recorded by the employee and placed on payroll for payment or the employee's work schedule shall be adjusted so as to make allowance for such time worked.

3. All properly authorized and recorded time shall be submitted for payment not later than the pay period following the pay period in which the time was worked.

## **ARTICLE 9**

### **Work Loads and Assignments**

- A. Employees (half-time and/or full time) who are temporarily assigned the responsibility of a higher classification shall receive the beginning rate of the higher classification effective the sixth (6th) working day, excluding vacation time; or if this does not provide a salary increase, she/he shall be placed on the step which will guarantee a minimum of 3 to 5 percent salary increase.
- B. An up-to-date written job description may be requested by any employee from the Office of Human Resources/Labor Relations to clearly define her/his duties. The Board reserves the right to change workloads and job descriptions from time to time. Job descriptions may be the subject of review and revision as set forth in Article 10. The reclassification committee will meet in August to set the calendar for the school year.
- C. The Secretary/Board committee established in October 1992 will continue to review and revise job descriptions as set forth in Article 10.
- D. Non-bargaining unit personnel in the active employment of the Board shall not perform work on any job covered by this agreement, except in emergencies when regular employees are not immediately available, and/or in the instruction and training of employees. Any bargaining unit positions eliminated due to budget reductions shall not be filled with substitutes or casual clerical employees.
- E. Any member of the bargaining unit who accepts a position within the Flint Board of Education outside of the bargaining unit, after June 30, 2002 and who is laid off as part of reduction in force or reorganization, shall have the right to be returned to the same pay grade and seniority he/she held prior to her/his appointment for a period consistent with their accrued seniority in the unit. (For example only, if a person has 10.5 years seniority in the bargaining unit, their recall rights shall be for 10.5 years).

## **ARTICLE 10**

### **Administration of Medications**

Bargaining unit members who may be expected to perform the tasks of administration of medications shall do so pursuant to Board Policy and MCL 380.1178 et seq.

## ARTICLE 11

### Reclassification Study Committee

- A. There shall be a Reclassification, Secretary/Board Committee, composed of an equal number of employee representatives from the Union as appointed by the Union, and the Board as appointed by the Board. The committee membership shall be limited to eight (8) members with at least one representative from each of the following areas: Elementary, Secondary, Central Administration, and Mott Adult High School.
1. The committee will meet by the end of August to set the calendar for the year.
  2. If a Committee membership becomes vacant, a replacement shall be appointed as soon as possible.
- B. It is expected that the Committee will operate in a joint problem-solving manner and that specific recommendations regarding those matters hereinafter detailed may be made on an ongoing basis during the term of the contract. Recommendations regarding matters which are subject to collective bargaining must be approved by agents of the Board and the Union prior to implementation.

Specifically, the Committee shall:

1. Review and/or revise the job descriptions, including the essential skills and skills assessments set forth therein, of all secretarial/clerical positions governed by this agreement.
  2. Review any request for reclassification received by an employee or supervisor when, by official Board directive, an administrative position is significantly changed in terms of duties and responsibilities. Secretaries/clerks assigned to that administrator's office shall be entitled to a review of their positions to determine the advisability of their reclassification in accordance with an increase or decrease in their responsibilities.
  3. Review any request for reclassification by an employee if her/his major job responsibilities have significantly increased or decreased.
  4. Reclassification requests not covered by this provision may be initiated by the Board subject to the procedures set forth in Provision C, a copy of which shall be provided to the affected employee, and the Union.
- C. Procedures
1. An individual employee may initiate the reclassification procedure by completing and submitting a Secretarial and Clerical Reclassification Request Form to her/his immediate supervisor.

2. When a reclassification request is initiated by an individual employee the immediate supervisor shall submit the reclassification request form with approval or disapproval to the Office of Human Resources/Labor Relations.

An individual may withdraw her/his request at any time.

3. The Committee shall research and evaluate requests for reclassification and shall make recommendations for reclassification to the Employee Review Committee composed of the Deputy Superintendent, Chief Financial Officer, and Executive Director of Human Resources/Legal Affairs. The Employee Review Committee shall, in turn, make recommendations to the Superintendent. The Board agrees to give consideration to such recommendations, but the Board's decision on whether to adopt any or all of such recommendations shall be final. Therefore, recommendations or relief provided by either Committee shall not be deemed as precedent setting with respect to the language of the Master Contract or the operating procedures or practices of the Board or the Union. The decision by the Employee Review Committee shall be made within 6 calendar months from the date the recommendation is received by the Reclassification Study Committee.
  4. A letter shall be sent to the employee acknowledging the status of the request.
- D. The Secretarial and Clerical Reclassification Request Form is included as Appendix F.

## **ARTICLE 12**

### **Vacancies, Transfers and Promotions**

- A. Transfer, whether voluntary or involuntary, is defined as movement to another position of the same grade or to a lower grade than the one in which the employee is currently employed.
- B. Promotion is defined as movement to a position in a higher grade than the one in which the employee is currently employed.
- C. Transfers and changes of assignment shall be on a voluntary basis whenever possible. However, the Board and the Union realize that some transfers will be necessary for administrative purposes. Such transfers shall be made upon the recommendation of the Executive Director of Human Resources/Labor Relations or his designee, after discussion of the transfer with the Union. Employees will be given two (2) weeks notice of involuntary transfer and the reasons for the transfer, if the employee so requests, except that in those cases in which a transfer must be made in less than two (2) weeks, such notice will be given as time will allow. Employees shall have the right to file a grievance protesting an involuntary transfer. Such transfers shall remain in effect during the pendency of the grievance.
- D. In the event of a vacancy occurring, a determination of whether the position will be filled or eliminated shall be made within ten (10) working days. Position shall then be posted within five (5) working days.

All vacancies in the bargaining unit, except temporary vacancies, shall be posted on the employee bulletin board in each building (other than in the summer months), and in the Office of Human Resources/Labor Relations at least five (5) working days before the vacancies are filled; provided that, any vacancy may be filled on a temporary basis for a period not to exceed twenty-three (23) working days; provided further that, posting may be waived by agreement between the Union and the Board.

- E. A recommendation will be made to fill the vacant position within twenty-three (23) working days of the closing of the posting.

At the closing of each posting, Unit 140 Chairperson will be given a list of all employees applying for the position.

- F. Applications to fill any vacancy shall be made in the following manner, and no application will be considered which does not meet the following requirements:

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

- G. Any employee may apply for a vacancy. The Board agrees to consider the employee's job-related education, related job experience, skills, performance evaluations, length of time in the bargaining unit, attendance record, and interview results in filling vacancies. Vacancies shall be filled from the employees applying for such positions, provided the employee has the ability to perform all the duties and meet all the requirements of the position, as set forth in the job description. In the event that all of the above factors are equal, seniority shall be the determining factor. Insofar as practicable, all promotions will be filled by qualified employees in the bargaining unit, and all employees are encouraged to train and prepare for promotional opportunities. The decision of the Board as to the filling of such vacancies shall be final, provided the criteria set forth above shall not be applied arbitrarily or capriciously.

In the event a skill survey is used to determine qualifications for positions, each applicant shall have the right to see her/his test and graded results. The criteria set forth above shall not be applied arbitrarily or capriciously.

- H. Any employee may refuse promotion without loss of seniority and without prejudice to future consideration for promotion.

- I. Any employee approved for change of position shall be transferred within three (3) weeks after being appointed to the position. The Executive Director of Human Resources/Labor Relations may extend the above time limit to meet the needs of the school system. In the event the applicant is not placed in the new position within the above three (3) week period, the employee shall, upon the conclusion of said period, begin receiving a wage rate equivalent to the rate of pay of the position to which the employee is to be transferred, provided the rate is higher.

## **ARTICLE 13**

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

- A. Combined sick and emergency leave shall be granted annually to secretarial and clerical employees of the Board as follows: (Refer to Article 5(A).)
  1. 10 days for 200-day, to and including 214-day employees;
  2. 11 days for 219-day, to and including 235-day employees;
  3. 12 days for employees working 236-260 days;
  4. Half of the above leave days for regularly scheduled 20- to 29-hour-per-week employees.
- B. Leave days shall be credited to each employee on July 1 of each fiscal year (or on the first day of employment for those working on a 235-day basis or less), except for first-year employees, who shall come under the following exceptions:
  1. First-year employees must work at least one week to be credited with leave days.
  2. First-year employees shall be eligible for and may use sick and emergency leave at the rate of half the annual leave allowance during the first half of their year of employment, and the remainder of their year's allowance during the second half of the year, prorated as indicated in provision three below, dependent upon the employment date.
  3. The number of days of combined leave allowed new employees shall be reduced one day for each month or major part thereof that the employee has not reported for work. Any employee beginning work on or after the 16th of any given month shall accrue no credit for that month.
- C. Substitutes and employees working less than four (4) hours per day shall not be eligible for sick and emergency leave.
- D. Unused sick and emergency leave days will be accumulated indefinitely.
- E. Accumulated sick and emergency leave days shall be used only for personal illness and emergencies.

- F. Two (2) days of paid personal business leave shall be granted annually to regular 30-40 hours per week for 200 or more days per year employees. Employees regularly employed half-time or more, but less than full-time 20-29 hours/week, shall be granted one (1) day for personal business. The annual unused paid personal business leave shall accumulate as sick and emergency leave.

It is agreed that paid personal business leave days are provided for legitimate business, professional, and family obligations an employee regularly encounters which cannot be met outside the regular school day. Typical of these obligations, although not all inclusive are: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, honors convocations honoring the employee or members of his/her immediate family, and real estate transactions. This provision for paid personal business leave is not to be used for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping, or such activities as yard maintenance.

Paid personal business days may not be taken on the first day of school, on the first working day preceding or following a nonworking day (except Saturday or Sunday), on the opening day of a small game or fishing season, on the first two (2) working days of a deer hunting season, on the working day preceding or following the opening of small game or fishing season, on the working day preceding the opening of deer hunting season, except that paid personal business leave may be taken on such restricted days if an employee has personal business such as: court appearance, a scheduled medical examination, religious holiday, college graduation exercises, honors convocation honoring the employee, real estate transaction, and other legitimate business on such restricted days, provided that the employee shall, prior thereto, furnish proof of such business to his immediate supervisor.

- G. Each employee on less than a 260-day basis other than first-year employees shall be allowed to use her/his sick and emergency leave days for personal illness or emergency as of the first day of her/his employment year, even though she/he is not able to report for duty on the first day of her/his employment year, provided that:
1. The employee files an Emergency Leave application with her/his immediate supervisor certifying a personal illness or a serious illness in the family. This statement shall cover the first day of employment and subsequent days and shall be submitted within the first five days of the employment year. (Late filing of application shall result in deferment of pay until the application is received.)
  2. The employee submits an Emergency Leave application in the event of a death in the immediate family.
- H. Upon an employee's return to work after an illness or disability of more than five (5) days duration, or for an employee to receive a paycheck after an illness or disability of more than five (5) days duration, a medical statement shall be submitted from a doctor certifying that the employee is capable of returning to work, or continues to be ill or disabled.

After an illness or disability of fifteen (15) days or more, or in any instance where the Board has reason to believe that sick days are being misused, the Board may require the employee to present a Doctor's Verification of Illness or Disability Form (Appendix C). It is understood that prior to the Board requiring an employee to present a Doctor's Verification of Illness or Disability Form for the reason of allegedly abusing sick days, the employee will have been counseled in regard to sick day usage by the appropriate building administrator.

All medical information will be treated with the utmost confidentiality and shall not be read nor reviewed by personnel other than supervisors without the employee's permission.

- I. In the event an employee has used more sick and emergency leave days than have been accumulated on a pro rata basis, the value of the excess paid-for leave days shall be deducted from the last pay check due to the employee at the time of the interruption, or the employee's future sick leave.
- J. No regular employee shall forfeit accumulated leave days during approved leave of absence periods. However, the employee shall not be eligible to accrue or to use sick and emergency leave while on leave of absence.
- K. On the date that an employee's resignation becomes effective, all accumulated leave shall be automatically terminated, except for unused vacation days.
- L. Use of Leave Allowances for Emergencies

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

- 1. Emergency leave shall not exceed the total number of annual combined leave days allowed to an employee except in unusual "hardship" cases specifically granted by the Emergency Leave Committee, and then only if the employee has additional accrued sick leave.
- 2. Emergency leaves which require only the written recommendation of the immediate supervisor, and which shall be charged to combined sick and emergency leave are:
  - a. Death Leave: Absence due to the death of a member of the immediate family, for a period not to exceed five working days.
  - b. Immediate family shall be interpreted to mean: husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, first cousin.
  - c. Serious illness other than personal illness--absence due to quarantine or absence due to serious illness of any person listed under Section L(2)(b), for a period not to exceed five working days.

- d. Serious illness followed by death--when serious illness of a member of the family is immediately followed by death, the total leave may be extended to a period not to exceed eight working days.
  - e. Not more than one emergency day shall be allowed for each catastrophe and accidents not involving personal injuries, except that up to five (5) days shall be allowed for fire, flood or tornado.
3. The following emergency leaves shall be paid only upon written recommendation of the immediate supervisor and approval of the Emergency Leave Committee as established by the Board from time to time.
- a. Death leave for persons other than listed in L(2)(b), above if the employee indicates the person's relationship is equivalent to that of a household relative. Examples of such persons would be: a roommate with whom the employee has had a close association for a long time, a distant relative who has been closer to the employee than the relationship implies, a fiance, etc.
  - b. Serious illness other than personal illness if the leave extends beyond five working days. (Refer to Section L(2)(c).)
  - c. Other hardship emergencies not defined in Section L(2).
- M. Employees will, in event schools are closed resultant from a snow or similar emergency, be exempt from reporting to work and will be paid for up to two days of said emergency(ies), not to exceed two days in total per school year.

In the event schools are closed resultant from a snow or similar emergency in excess of two (2) days in a school year, 260-day bargaining unit members may utilize an accrued vacation day, report to work, or take the day or days without pay.

Bargaining unit members working less than 260 days shall not report to work or be paid in the event schools are closed resultant from a snow or similar emergency. Bargaining unit members working less than 260 days shall not have their work year diminished or increased as a result of schools being closed pursuant to this provision.

The Board reserves the right to reschedule all or any part of work time lost resultant from an emergency closing, notwithstanding any provision of the Master Contract. The rescheduling of such work time shall not result in any additional cost to the Board.

In the event the Legislature, during the term of this contract extension, adopts new legislation or provides an interpretation of existing legislation allowing a district to count, for state aid purposes, more than two (2) days per year where the district is closed as a result of a snow or similar emergency, the parties agree to reopen this provision of the Master Contract.

- N. Attendance Incentive:

A bargaining unit employee who has perfect attendance and utilizes no leave of any type including those described in Articles 12 and 13, (excluding workers compensation or leave for union business) or any disciplinary leave will receive a One Hundred Dollar (\$100.00) attendance incentive in July.

To be eligible, the employee must have the attendance record verified in writing by his/her immediate supervisor by June 30.

## **ARTICLE 14**

### **Leaves of Absence**

#### **A. Leaves of Absence With Pay**

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

##### **1. Jury Duty and Court Service**

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

##### **2. Compensable Illness and Injuries**

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

B. Leaves of Absence Without Pay

Leaves of absence without pay may be approved by the Board. Such leaves shall be confined to study, union, health, parental, military, and religious leaves. Leaves for any reason shall be granted only after completion of the probationary service with the Flint Community Schools and shall be subject to the following general regulations:

1. Employees on leave of absence for other than military service shall not receive years-of-service credit toward salary increments for the period of the leave. An experience increment will be subject to approval by the Office of Human Resources/Labor Relations for employees who are on an approved leave for study.
2. Employees may not accumulate sick and emergency leave during leave of absence. Sick and emergency leave accumulation previous to leave of absence shall be credited upon return.
3. Except in emergency situations, an employee desiring a leave of absence shall make the request to the Office of Human Resources/Labor Relations at least 30 calendar days prior to the beginning of the period for which the leave is requested.
4. The first leave of absence granted for secretarial and clerical personnel shall not exceed a six-month period, but may be extended by the Board for two additional six-month periods. Such leaves shall not be extended beyond 18 months except by special action by the Board.
5. An employee on leave for at least six months shall be required to notify the Office of Human Resources/Labor Relations in writing, not less than 30 days prior to the expiration of leave, whether she/he desires to return to employment or to extend her/his leave. An employee not conforming to the notice requirement may have her/his employment terminated.
6. Persons employed on a 239- through 260-day basis who are granted extended personal leave shall have their vacation days prorated against days worked.
7. Leaves of absence for personal reasons may be granted upon written request with approval of the immediate supervisor for illness of members of the immediate family as defined in Article 12(L)(b) or other responsibilities after emergency leave has been expended, or for personal circumstances of a highly unusual or compelling nature.
8. In addition to the general regulations listed above, the following regulations shall apply to leaves granted for specific purposes:

a. Study Leave

The Board may grant, upon written application, a leave of absence for study for one (1) year without pay. An employee who has been on leave of absence for study may, upon proper notice to the Office of Human Resources/Labor Relations,

have the leave extended for up to two additional six-month periods. An employee may not be granted a subsequent leave of absence for study until she/he has worked for a minimum of six months after returning from the previous leave of absence.

b. Union Leave

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

Union officials may be granted an unpaid leave of absence for attendance at state or national conventions, conferences and/or local business, not to exceed a total of fifteen (15) days per year upon written request to the Office of Human Resources/Labor Relations.

c. Health Leave

When an employee is ill and has used all of her/his sick and emergency leave and all accumulated vacation allowance, the employee is to be placed on leave of absence for the duration of the illness, not to exceed six (6) months, but the position will be held open for sixty (60) working days after the employee has used all sick and emergency leave days and vacation days before being posted. In no event will an employee's position be held open, without posting, for longer than sixty (60) working days beyond the date that the employee's sick and emergency leave days and vacation allowance would have held the position if the employee had used the days, according to her/his regularly scheduled working days, on a day-to-day basis. The employee must submit a doctor's statement indicating disability and approximate duration of absence to the Office of Human Resources/Labor Relations. Exceptions to this paragraph must be mutually agreed to by both parties.

When an employee covered under this paragraph is released by the doctor to return to work prior to the expiration of their six (6) month leave, she/he shall displace the least senior employee in the Grade 1 classification with the same number of weeks and hours at the step most previously held by the employee. However, if there is a vacancy she/he shall be given first opportunity for an interview for the position, providing she/he has the qualifications for the vacancy.

d. Parental Leave

All employees shall be granted a parental leave without pay at any time for purposes of childbirth. The employee will present a certifying statement of disability to the Office of Human Resources/Labor Relations, whenever possible, sixty (60) days prior to such a leave. An employee may not return to work unless the employee submits a Doctor's Verification of Illness or Disability Form

(Appendix C) confirming fitness to return to work. Parental leave shall be extended for a period not to exceed six (6) months after termination of the employee's disability upon written application to the Office of Human Resources/Labor Relations.

e. Family/Medical Leave

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

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

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

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

f. Military Leave

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

g. Religious Holidays

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

C. Re-employment After Leave of Absence

No employee shall be entitled to re-employment after having used all of her/his accrued sick and emergency leave, plus sixty (60) working days, except as herein otherwise provided. All such employees shall, however, be given the first opportunity for employment in a position for which they are qualified.

**ARTICLE 15**

**Resignation and Retirement**

A. Resignation

1. All employees shall give written notice of intention to resign at least 14 days prior to the effective date thereof. Such notice shall be filed in the Office of Human Resources/Labor Relations.
2. Any employee who resigns forfeits all rights except for unused vacation time.

B. Retirement

1. All employees who retire at any time if at retirement such employees qualify for retirement benefits under the Michigan Retirement System for Public School Employees Act, shall be entitled to be paid for their unused sick and emergency leave allowance as follows:

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

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

2. All employees who retire at any time if at retirement such employees qualify for retirement benefits under the Michigan Retirement System for Public School Employees Act, and further, have at least 15 years of service with the Flint Board of Education, shall receive one hundred (\$100) dollars per year of service.
3. In order to qualify for a year of service towards eligibility for terminal leave benefits, an employee must:
  - a. Be assigned to a position which is scheduled for at least thirty (30) hours per week, 200- to and including 260-days per year.
  - b. If an employee changes positions within the bargaining unit resulting in a change of the number of contractual weeks, said employee shall experience no loss of service credit for terminal leave as provided in this contract.

- c. Service to the District on another salary schedule (except substitute service), will count as a year of service, provided all conditions set forth herein are fulfilled.
  - d. Service credit shall accrue to an employee only during a period of active employment except that an employee shall accrue service credit during the period of an employee's earned sick and emergency leave and accrued vacation allowance.
  - e. Employees who resign and are subsequently rehired shall lose all prior credit earned.
  - f. An employee assigned to a position which is scheduled for at least thirty (30) hours per week 200- to and including 260-days per year and who does not work the entire scheduled period of the contract year shall have the time for years of service computed by adding the months and dividing by twelve (12). Partial years will be prorated by month. An employee must work more than one-half of the workdays in a month to get credit for the month. Payment will be made on full-year equivalency only.
  - g. An employee assigned to a 200 day, twenty (20) hours per week position who does not work the entire scheduled period of the contract year, shall have the time for years of service computed as in Article 14(B)(3)(f) of this contract on a half-time basis.
4. An employee assigned to a position which is scheduled for at least twenty (20) but less than thirty (30) hours per week, 200- to and including 260-days per year, after completion of fifteen (15) contractual years, will qualify for terminal leave benefits at half the current rate of terminal leave as set forth in Article 14(B)(2) of this contract.

## **ARTICLE 16**

### **Seniority**

- A. Seniority is the length of continuous, uninterrupted service with the school system, in the bargaining unit, and shall accrue to an employee only during a period of active employment and when the employee is physically on the job, except that an employee shall accrue seniority during the period of an employee's earned sick and emergency leave and accrued vacation allowance, and during the period of those leaves set forth in Article 13(A)(1), (A)(2), (B)(8)(b), and (B)(8)(g) of this contract.

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

- B. All new employees shall be on probation for the first ninety (90) working days of their employment. Upon completion of the probationary period, such employees shall receive seniority credit from the first day worked and shall thereafter accrue such seniority. All

probationary employees are subject to dismissal at the will of the Board. All employees whose employment is terminated for any reason, except for program termination, must on reemployment serve another period of probation. All employees whose employment is terminated because of program termination and who have accrued at least sixty (60) working days of satisfactory service in the former position shall serve a thirty (30) working day probationary period. Upon completion of the second probationary period, such employees shall receive seniority credit from the first day worked of the first probationary period and shall thereafter accrue such seniority.

- C. Effective July 1, 1989, any regularly scheduled employee working 780 hours or more in any fiscal year shall receive one full year of seniority credit. Employees working less than 780 hours in any fiscal year will receive one-half of a years seniority credit. Seniority will be credited at the end of the fiscal year.
- D. All system seniority acquired and credited to any employee prior to the date of this Agreement shall be retained.
- E. Seniority lists shall be prepared as soon as possible after the date of this contract, and such list shall be revised every one (1) year thereafter. A copy of such list shall be given to the Union and copies thereof shall be posted on the employees' bulletin boards. Each list shall be prepared as soon as possible and include only the person's name, job title, employment dates; original, latest, system date, and seniority years.

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

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

Voluntarily quits or retires;

Is discharged;

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

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

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

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

## ARTICLE 17

### Reduction in Force

- A. Any employee who is laid off because of a reduction in staff shall be notified at least two weeks in advance, when possible, by certified mail by the Office of Human Resources/Labor Relations or her/his designee.
- B. When the Board makes any necessary reduction in personnel, it will discuss with the Union the necessity for and the effects of such a reduction. The decision of the Board with respect to said reductions in personnel shall be final, subject to the provisions of this Article.
- C. The Board shall, in an instance of reduction in force, determine the grade(s) in which reductions will be made and the positions so affected.
  - 1. Probationary employees within the affected grade(s) shall be laid off in an order determined by the Board in inverse order of hiring.
  - 2. Non-probationary employees within the affected grade(s) shall be laid off in the inverse order of their seniority, with the employee having the least seniority being laid off first.
  - 3.
    - a. Non-probationary employees who have been laid off may, at the time of their layoff, displace the least senior employee within the same grade with the same number of days and hours to which they were assigned at the time of their layoff, provided such employee has more seniority than the employee to be displaced. Employee may displace the least senior employee within the next lower grade with same number of days and hours and each subsequent lower grades with the same number of days and hours if necessary, until laid off employee exhausts his/her reduction rights.
    - b. If an employee exhausts all of her/his reduction rights referenced in paragraph 3 (a), employee shall be permitted to displace the least senior employee in the same grade with the next fewer days per year and hours per week, and subsequent lower grades, with fewer days per year and hours per week until employee exhausts his/her reduction rights, provided such employee has more seniority than the employee to be displaced.
    - c. It is understood that in applying the language of paragraphs 3 (a) and 3 (b) above, a vacancy of the applicable grade, days, and hours must be filled before the least senior employee is displaced.
  - 4. Employees laid off through the procedures set forth in this Article shall be retained on a recall list for a period equal to the sum of their accrued seniority and shall be eligible for

recall in reverse order of their layoff to their former position, (should it become available, or to vacant positions within the same pay grade or lower pay grade).

Any eligible employee laid off from her/his position because of a reduction in staff shall, in the event of a vacancy in the pay grade most previously held by the employee, be given first opportunity for an interview for the vacant position before implementing the bid procedure, for the duration of this agreement, providing the employee has the qualifications for the vacancy. If the employee refuses to be recalled to the position, future recall rights shall be forfeited.

5. Any employee reduced in pay grade because of a reduction in staff shall, in the event of a vacancy in the pay grade most previously held by the employee, be given first opportunity for an interview for the vacant position before implementing the bid procedure, for the duration of this agreement, providing the employee has the qualifications for the vacancy. If the employee refuses to be recalled to the position, future recall rights shall be forfeited.
6. In the event of the vacancy of a half-time position, any employee reduced from full-time to half-time because of a reduction in staff, shall be granted the vacant half-time position provided hours and location are compatible, in order of recall, to return said employee to full time without implementing the bid procedure, providing the employee is capable of performing the duties of the vacancy. Every effort shall be made by administration and the union to work out an agreement on the hours, i.e., a.m. or p.m.

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

- D. No position shall be filled, except on a temporary basis, while employees entitled to recall remain on layoff.
- E. Notice of recall from layoff shall be sent to the employee at her/his last known address as recorded in the Office of Human Resources/Labor Relations, by certified mail, return receipt requested. If an employee fails to report for work within five (5) working days from the date of receipt of the recall notice, the employee shall be considered as having voluntarily terminated her/his employment.

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

- F. Employees who exercise their seniority option to displace other employees shall be paid the highest wage rate in the lower grade, as determined by their years of continuous employment, or their present wage rate, whichever is less.

G. Definitions

1. Pay grade, as used in this Article, is defined as the configuration of positions by wage rate as set forth in Appendix B of the Master Contract.
2. Position, as used in this Article, refers to the position title as evidenced by the job description accompanying the position (e.g., Head Secretary, Secretary/Bookkeeper, Second Clerk).

**ARTICLE 18**

**Paid Vacation Allowances**

Secretarial and clerical employees of the Board receive the following vacation allowances:

A. Experience Credit

1. Secretarial and clerical employees shall be credited with all previous years of Flint Board of Education service in determining their vacation allowance.
2. When secretarial and clerical employees change from 200- through 239-days to 260-days, their total months of service shall be divided by twelve (12) and this figure shall be used as a base to determine the years and months of service to the Board to determine the vacation.

B. Vacation Allowances for 260-Day Employees

1. Vacation credit for new employees shall accrue from the date of employment. An employee beginning work on or before the 15th of any month shall be credited with vacation allowance of 6 2/3 hours for that month. If work is begun on the 16th or after, no credit will be given for that month.
2. Employees with less than five (5) years of service shall accrue vacation time at the rate of 6 2/3 hours per month.
3. After the completion of five (5) years of service with the Board, an additional 40 hours of vacation will be credited to the employee during the official month of employment, and the vacation allowance for that month and succeeding months will be computed at the rate of 10 hours per month.
4. After the completion of ten (10) years of service with the Board, an additional 40 hours of vacation will be credited to the employee during the official month of employment, and the vacation allowance for that month and succeeding months will be computed at the rate of 13 1/3 hours credit per month.
5. Seniority rights will be recognized in large offices for vacation rights, wherever possible.

6. Vacation earned shall be credited to each employee on July 1 and January 1. Vacation time accrued between July 1 and December 31 of a fiscal year cannot be used until January 1 and must be used within the next 18 months. Vacation time accrued between January 1 and June 30 cannot be used until July 1 and must be used within the next 12 months. The maximum number of vacation days which may be accumulated at any one time are as follows:

<u>Entitlement</u>	<u>Max Accumulation</u>
20 days	30 days
15 days	22 1/2 days
10 days	15 days
5 days	7 1/2 days

It is understood that the more notice the Board has of each employee's vacation, the more efficiently it can schedule services for employee absences.

7. Upon termination of employment a secretarial or clerical employee shall receive pay for any unused vacation time. An employee with less than five (5) years of service shall receive vacation credit at the rate of 6 2/3 hours per month; an employee with five (5) years but less than ten (10) completed years at the rate of ten (10) hours per month; and an employee with ten (10) years or more of service at the rate of 13 1/3 hours per month. An employee leaving service on or before the 15th of any given month shall receive no credit for that month, but if she/he leaves on or after the 16th of a month, credit shall be granted.

C. Vacation Allowances for 235-Day and 239-Day Employees

1. Vacation credit for new employees will accrue from the date of employment. An employee beginning work on or before the 15th of any month shall be credited with vacation allowance of 3 2/3 hours for that month.
2. After the first year of employment, five (5) working days of vacation per year shall be granted.
3. Seniority rights will be recognized in large offices for vacation rights, wherever possible.
4. Vacation earned shall be credited to each employee on July 1 and January 1.

Vacation time accrued between July 1 and December 31 of a fiscal year cannot be used until January 1 and must be used within the next 18 months. Vacation time accrued between January 1 and June 30 cannot be used until July 1 and must be used within the next 12 months. The maximum number of vacation days that may be accumulated at any one time is 7.5 days.

5. Upon termination of employment an employee shall receive pay for unused vacation time at the rate of 3 2/3 hours per month. An employee leaving service on or before the 15th of any given month shall receive no credit for that month, but if she/he leaves on or after the 16th of a month, such credit shall be granted.
- D. Part-time employees who work 20 hours per week but less than 40 hours per week for 235-through 260-days per year in a regularly assigned position shall receive a prorated vacation allowance based on the standard work week of 40 hours. (As an example, a 30-hour-per-week employee, meeting all other requirements, shall be entitled to a vacation allowance of 30/40 hours for each vacation week.)
- E. In the event the Superintendent closes the District, bargaining unit members will have the option during the closure of using vacation days or taking the days without pay.

## **ARTICLE 19**

### **Discipline of Employees**

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

Accumulation of such reports may lead to dismissal.

The customary progressive penalty formula utilized by the Board is detailed in Appendix E.

## **ARTICLE 20**

### **Evaluation of Employees**

The evaluation of the work of employees is the responsibility of the administration. In order that each employee may be aware of her/his strengths and weaknesses, an evaluation will periodically be given to each employee. Probationary employees will be evaluated on or about the 30th working day, the 60th working day, and prior to the 90th working day. Non-probationary employees will be evaluated once during the school year unless the employees' services are determined to be unsatisfactory, or needs improvement, whereupon the employees may be evaluated up to two times in a year. There shall be at least thirty (30) days between the first and second evaluations. If the second evaluation is found to be satisfactory, the first evaluation will be removed from the employee's personnel file. The form to be utilized in such an evaluation is found in Appendix D of the Master Contract. A conference shall take place with the employee and administrative evaluator following each evaluation. Evaluations should be completed and submitted to the Office of Human Resources/Labor Relations by June 1.

The evaluation form will be amended in order to better provide a format to evaluate and provide guidance to employees for improved job performance. The parties agree to form a subcommittee, which will include the SEIU chairperson and the chairperson's designee. The subcommittee will

draft the revised evaluation form and present it to the JLM by November 30, 2002. It is expected the JLM will defer to the subcommittees recommendation unless the parties clearly indicate a reason for doing otherwise and afford subcommittee members an opportunity to be heard.

## **ARTICLE 21**

### **Negotiation Procedures**

- A. Not later than March 15 of the calendar year in which this Agreement is subject to reopener or expires, the Board agrees to begin negotiations with the Union concerning a successor Agreement, in accordance with the procedures set forth herein. Any Agreement so negotiated shall apply to all employees and shall be reduced to writing and signed by the Board and the Union.
- B. The Union shall, at the first official meeting of the respective bargaining teams, present to the Board its complete package of noneconomic proposals. The Board shall, upon receipt of the Union's proposals, provide the Union, within fifteen (15) working days, its complete package of noneconomic proposals. The parties agree that an article, provision, issue or item not introduced in the original submission of the respective parties shall not be subject to bargaining. Each party reserves the right to make counterproposals to those articles, provisions, issues or items contained in the original submissions.
- C. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Union present at the ratification meeting.
- D. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- E. In the event the negotiations described in Paragraph A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

## **ARTICLE 22**

### **Working Conditions and Safety**

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

- B. Any case of assault on an employee shall be promptly reported to the Board. The Board shall render all reasonable assistance to the employee (excluding legal counsel) in connection with the handling of the incident by law enforcement and judicial authorities.
- C. Safety issues will be addressed in Joint Labor – Management Committee.
- D. Safety Devices

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

## **ARTICLE 23**

### **Grievance Procedure**

#### A. Definitions

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

#### B. Purpose

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

#### C. Representation

1. Nothing herein contained shall be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given an opportunity to be present at such adjustment.
2. Union representatives shall not come into the building to talk to the employees unless they first give notice to the building supervisor.

3. Any bargaining unit employee may be represented at any level by his or her area representative, or when unavailable, another representative within the Unit, as designated by the Union.
4. The Board's Appeal Committee at Level Three shall consist of the Superintendent of Community Education, the Executive Director of Human Resources/Labor Relations, and the individual's supervisor, or their designees.
5. Upon the request of either party hereto or of the bargaining unit employee or employees involved in a grievance, the latter may be present at any level of the grievance procedure.

D. Procedure

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

1. Level One

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

If the grievance is not settled, the employee may request her/his immediate supervisor to call the Union representative to handle the grievance. The supervisor will call for the representative without undue delay and without further discussion of the grievance until the representative is present.

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

In the event a grievance is not settled through the informal conference procedures outlined above, the grievance shall be reduced to writing on forms to be provided by the Union. The form shall be completed in three (3) copies and signed by the aggrieved employee. A formal grievance must be filed within thirty (30) days after the occurrence of the events giving rise to the grievance. The supervisor and the aggrieved employee and/or her/his representative shall meet within ten (10) working days immediately following the signing of the grievance and attempt to adjust the grievance. Within two days after such meeting the supervisor shall give an answer to the grievance in writing, two copies of which shall be given to the Union, and a copy of which shall be attached to the supervisor's copy of the grievance form.

2. Level Two

If the grievance is not settled at Level One, the employee and/or her/his representative may appeal the matter to the next higher supervisor, depending upon the department

into which the aggrieved employee is assigned. Grievances regarding vacancies, transfers or promotion shall be appealed to the Office of Human Resources/Labor Relations. The director of the department shall attempt to adjust the grievance at the earliest possible date and in all cases the director shall give her/his answer to the grievance within five (5) working days after receipt of the appeal. The director shall give her/his answer to the appeal in writing, providing two copies for the Union. The answer shall set forth the relative information used in arriving at her/his decision.

### 3. Level Three

In the event the grievance is not settled at Level Two, the employee may appeal the matter to the Board's Appeal Committee. The appeal shall be initiated by a notice in writing filed in the Office of the Executive Director of Human Resources/Labor Relations. The appeal shall be heard at the earliest possible date and in all events within ten (10) working days after the notice of appeal has been filed. The Appeal Committee shall give its answer to the grievance in writing within ten (10) working days after the appeal is heard.

### 4. Level Four

Within ten (10) working days of receipt of the answer at Level Three, the Union may, by written notice to the American Arbitration Association, Detroit Office, with a copy to the Office of the Executive Director of Human Resources/Labor Relations, request that the matter be submitted to arbitration. Such a request shall not include more than one grievance unless the issues in the demand are directly related, or the parties mutually agree to the contrary. The arbitration hearing shall be conducted in accord with the rules of the American Arbitration Association. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules. The jurisdiction of the arbitrator shall be limited to a grievance arising out of the interpretation or application of this Agreement or any written amendments hereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto or to specify the terms of a new agreement or to substitute her/his discretion for that of the parties hereto or to assume any of their functions or responsibilities.

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

In accordance with the Public Employment Relations Act and the rules thereunder, either party may request mediation of a dispute involving the terms of this agreement through the Michigan Employment Relations Commission after a request for arbitration

has been filed. The mediation shall be conducted pursuant to the rules of the Michigan Employment Relations Commission.

E. Time Limits on Filing An Appeal

Any grievance not appealed by the Union or aggrieved employee within three (3) working days after receipt of written answers at Levels One and Two, and within ten (10) working days at Level Three, shall be considered settled on the basis of the last disposition by supervision. If an answer is not received within the time limits set forth above, an appeal may be processed to the next level. A grievance may not be filed after the lapse of thirty (30) days from the date the incident occurs.

F. It is understood that any charge filed by the Union and/or an employee with a governmental agency such as, but not limited to, the Equal Employment Opportunity Commission and/or the Michigan Civil Rights Commission shall not be subject to arbitration under this Agreement. It is further understood that the Board reserves the right to set aside the findings and conclusions of any arbitration and award where the employee or Union files with said governmental agency or agencies on a subject or issue previously determined by arbitration within a twelve (12) month period.

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

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

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

## **ARTICLE 24**

### **Miscellaneous**

A. Notices

All notices required to be given by this Agreement shall be sufficient if mailed to the Board by ordinary mail addressed to the office entitled to notice at 923 East Kearsley Street, Flint, Michigan, 48503 or to such other address as the Board shall direct in writing. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 1301 West Dayton Street, Flint, Michigan 48504, or to such other address as the Union shall direct in writing. All notices to be given to an employee under this Agreement shall be mailed to her/his last address recorded in the Board's Office of Human Resources/Labor Relations. It shall be the responsibility of employees to notify the Office of

Human Resources/Labor Relations and their immediate supervisor of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.

- B. Copies of this Agreement shall be printed at the expense of the Board and presented within ninety (90) working days to all employees now employed or hereafter employed by the Board.
- C. The parties agree that a Joint Labor-Management Committee shall continue to operate during the term of this contract.

The Committee shall consist of four (4) employees appointed by the Union and four (4) persons appointed by the Board. A quorum for a meeting of the Committee shall be eight (8) people.

The Committee shall meet on a monthly basis. Either the Board or Union may send representatives by proxy. Either party, at its discretion, may request additional meetings beyond the regularly schedule meetings.

**ARTICLE 25**

**Term of Agreement**

- A. This Agreement shall not become effective until ratified by the Board and members of the Union and upon ratification shall remain in full force and effect without change, addition or amendment until the 30th day of June, 2008.
- B. Notice of intent to modify this Agreement for purposes of negotiating a successor agreement as to wages, hours, and conditions of employment shall be given in writing by the party desiring to renegotiate the Agreement on or before March 15, 2008, or thereafter, but no later than June 30, 2008 and negotiations shall commence as soon thereafter as shall be feasible. If there is no request to renegotiate this contract, it remains in full force and effect.
- C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.
- D. If any law now existing or hereinafter enacted or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion. And if agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation. This constitutes the full agreement and understanding of the parties and no other documentation except which has been mutually agreed upon, subsequent to this document, shall govern the relationship of the parties with the exception of applicable State and Federal Law.

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 517M, 591 DIVISON

BOARD OF EDUCATION OF THE CITY  
OF FLINT

By \_\_\_\_\_  
**Sandra Jenkins**, President  
Its President

By \_\_\_\_\_  
**Marvin P. Harbin**, President  
Its President

By \_\_\_\_\_  
**Duane Walker**  
Its Unit Chairperson

By \_\_\_\_\_  
**David A. Comsa**, Executive Director  
Human Resources/Legal Affairs  
Its Chief Negotiator



APPENDIX B

Secretarial and Clerical Classification

GRADE 7	GRADE 4 (CONT.)
<p>Secy., Business Office Purchasing Secy., Risk &amp; Benefit Management</p>	<p>Secy., Finance GASC</p>
GRADE 6	<p>Secy., Human Resources Secy., MAHS Zimmerman Secy., Management Information Systems Secy., Rainbow Learning Programs Secy., Receptionist, Human Resources Secy., Records Pupil Personnel Services Secy., Special Education</p>
<p>Head Secy., Schools of Choice Head Secy., Senior High School Offset Press Operator Secy., Payroll Transportation Senior Payroll Clerk</p>	GRADE 3
GRADE 5	<p>Clerk, Child Accounting Pupil Personal. Svcs. Data Secy., Head Start Secy., Child Accounting Secy., Child Accounting Middle School Secy., Child Accounting Schools of Choice Secy., Child Accounting Senior High School Secy., Counseling Attendance NWPA Secy., Financial FSWA Secy., Financial Schools of Choice Secy., Financial Senior High School Secy., GASC Technology Center Secy., MAHS Zimmerman Secy., Maintenance &amp; Operations Secy., Operations Department Secy., Safe &amp; Drug Free Schools Secy., Student Services Secy., Transportation Secy., Youth Projects</p>
GRADE 4	
<p>Clerk, Accounts Payable Data Secy., State, Federal, Local Programs Payroll Secy., Maintenance &amp; Operations Secy., Bookkeeper, Fine Arts Secy., Bookkeeper, Head Start Secy., Bookkeeper, Senior Citizens Secy., Bookkeeper, State, Federal Prog. Secy., Bookkeeper, 21<sup>st</sup> Century CCLC Secy., Business Office Secy., Business Office – Prof. Dev.</p>	

APPENDIX B, Continued

Secretarial and Clerical Classification, Continued

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GRADE 2

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Clerk, Attendance Middle School  
Clerk, Attendance Senior High School  
Clerk, Counseling Library Media SOC  
Clerk, Counseling Office Senior High  
Clerk, Data Head Start  
Clerk, Elementary Library Media Center  
Clerk, Food Services  
Clerk, Second Elementary  
Clerk, Second Library Media Center  
Clerk, Special Education Services MS  
Clerk, Special Education Services SH

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GRADE 1

---

Clerk, Adult High School

APPENDIX C

Dept. \_\_\_\_\_  
S.S. # \_\_\_\_\_

Supervisor \_\_\_\_\_  
Last Day Worked \_\_\_\_\_

Flint Community Schools  
Doctor's Verification of Illness or Disability Form  
TO BE COMPLETED BY ATTENDING PHYSICIAN

(Please Print or Type)

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

2. Please state:

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

Hospital \_\_\_\_\_

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

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

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

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

APPENDIX C, Continued

Flint Community Schools

Doctor's Verification of Illness or Disability Form

5. Based on your personal knowledge and treatment, how long has the patient been totally disabled solely by this sickness or injury so that he/she was prevented from working?

From \_\_\_\_\_20\_\_\_\_ to and including \_\_\_\_\_20\_\_\_\_\_

6. In your opinion, is the patient's disability caused by his/her work for Flint Schools or any other employer?  
YES NO

If "YES," please explain on separate sheet.

7. If applicable, is the patient MENTALLY capable of transacting his/her personal affairs (for instance, the endorsing of checks) with the realization of the nature and consequence of his/her acts?

YES NO

8. Has the patient recovered sufficiently to return to work?

YES NO

(a) If "NO," when, in your opinion, may work be resumed? (Please do not use the terms "indefinite," "unknown," "undetermined," etc. If a definite date cannot be determined, please approximate in days, weeks, or months, how long total disability will continue from the date of most recent treatment as indicated above.)\_\_\_\_\_20

(b) If "YES," give the date the patient was able to return to work: \_\_\_\_\_20

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

Physician's name (please print or type)\_\_\_\_\_ Office address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specialty board certification\_\_\_\_\_

Physician's signature\_\_\_\_\_

Date completed \_\_\_\_\_20

APPENDIX D

FLINT COMMUNITY SCHOOLS

Secretarial and Clerical Evaluation Form

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

Supervisor \_\_\_\_\_

Examples of Strengths:

Areas Needing Improvement:

Professional Assistance Given:

Plan of Action:

(a) Recommendations for Improving Performance and Length of Time

(b) Consequences, if no Improvement

General Comments:

1st Copy-White--Personnel; 2nd Copy-Yellow--Evaluator; 3rd Copy-Pink--Employee

June 29, 1992

EVALUATION, Continued

I have read the above evaluation.

I understand that my signature does not constitute a concurrence or approval.

Remarks by the Secretary/Clerk being evaluated:

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RATED BY \_\_\_\_\_  
Supervisor's Signature Title

A copy of this report has been given to me and has been discussed with me.

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

1st Copy-White--Personnel; 2nd Copy-Yellow--Evaluator; 3rd Copy-Pink--Employee

June 29, 1992

APPENDIX E

FLINT COMMUNITY SCHOOLS  
SECRETARIAL/CLERICAL  
WARNING, REPRIMAND, OR \*SUSPENSION NOTICE

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

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

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

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

POSITION \_\_\_\_\_

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

Accumulation of such reports may lead to dismissal.

After reviewing policies with employee, an oral warning may be implemented. Copies of warnings and reprimands will be distributed to the Office of Human Resources/Labor Relations, the affected employee, and the Union. Serious breaches of conduct or failure to meet job responsibilities may lead to instant suspension leading to dismissal. In addition, incidents which may accumulate within a given period of time may lead to suspension and dismissal. Disciplinary offenses shall include, but not be limited to, the following:

Leaving job assignment during working hours without permission.  
(Warning to discharge)

Absence of three (3) continuous working days without properly notifying supervisory personnel.  
(Voluntary quit)

Falsification of personnel or other records.  
(Reprimand to discharge)

Theft.  
(Discharge)

## APPENDIX E, Continued

Insubordination: A willful disregard of, or an unreasonable delay in complying with an expressed directive, rule and/or practice of the Board (except in instances where safety is involved in carrying out an assignment).  
(Reprimand to discharge)

Failure to report to work at the termination of a leave of absence.  
(Voluntary quit)

Reporting for work under the influence of alcohol or drugs.  
(Warning to discharge)

Unauthorized distribution of literature, written or printed matter of any description on Board property.  
(Warning to three (3) weeks layoff)

Reporting late for work repeatedly.  
(Warning to discharge)

Deliberate violation of an established safety practice or rule.  
(Warning to discharge)

Unexcused failure to call and report reason for not reporting to work.  
(Warning to discharge)

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

Written warnings issued for disciplinary offenses will remain in effect for a period of six (6) months unless the employee has received more than one (1) report within the six (6) month period. In the latter case, all such reports shall remain in effect for a period of six (6) months from the date of issue of the last report. Written reprimands issued for disciplinary offenses will remain in effect for a period of twelve (12) months. At the end of any twelve (12) month period, or for six (6) months in the instance of an initial written warning, during which the employee has had a record clear of any other reports, all reports for disciplinary offenses shall be removed from the employee's personnel record and returned to the employee upon request.

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

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



APPENDIX F

Secretarial and Clerical Reclassification Request\*

School or Department \_\_\_\_\_

Position Title \_\_\_\_\_ Current Grade \_\_\_\_\_

Rationale:

Requested by \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Received: Office of Human Resources/Labor Relations (Date) \_\_\_\_\_

Reclassification, Secretary/Board Committee Review Date \_\_\_\_\_

Reclassification, Secretary/Board Study Committee Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Employee Review Committee Review Date \_\_\_\_\_

Employee Review Committee: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

\*Attach current and updated job description for reclassification request.

**\*The decision by the Employee Review Committee shall be made within six (6) calendar months from the date the recommendation is received by the Reclassification Study Committee.**

## APPENDIX G

### Student Employment

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

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

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

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

The Board and the Union agree that this provision shall not be viewed as operating in conflict with Article 9(D) of the Master Contract.

## APPENDIX H

### Summer Employment

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

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

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

APPENDIX I

SECRETARIAL/CLERICAL

Paid Personal Business Leave Form

I, \_\_\_\_\_, a secretary at \_\_\_\_\_

hereby inform the Flint Board of Education that I shall take a paid personal business leave for the reason given below on

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

I certify that the reason given is in accordance with the provisions of Article 12(F) of the Secretarial and Clerical Master Contract.

It is agreed that Paid Personal Business Leave days are provided for legitimate business, professional, and family obligations an employee regularly encounters which cannot be met outside the regular work day. Typical of these obligations, although not all inclusive are: Court appearances, scheduled medical examinations, religious holidays, college graduation exercises, honors convocations honoring the employee or members of his/her immediate family, and real estate transactions. This provision for Paid Personal Business Leave is not to be used for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping, or such activities as yard maintenance.

-----

This will be the ( ) first 1/2 day, ( ) second 1/2 day, ( ) third 1/2 day, ( ) fourth 1/2 day for the total of \_\_\_ day(s) I have requested during this school year.

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

\_\_\_\_\_  
Supervisor's Signature (Approval) \_\_\_\_\_ Date

APPENDIX J

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BOARD OF EDUCATION OF THE CITY OF FLINT  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 591, DIVISION 517M, UNIT 140

In accordance with the understanding reached between the representatives of the School District of the City of Flint (District) and Local 591, Service Employees International Union, Division 517M, Unit 140 (Union) it has been agreed that:

The form will be amended in order to better provide a format to evaluate and provide guidance to employees for improved job performance. The parties agree to form a subcommittee, which will include the SEIU chairperson and the chairperson's designee. The subcommittee will draft the revised evaluation form and present it to the Joint Labor Management by November 30, 2003. It is expected the Joint Labor Management will defer to the subcommittee's recommendation unless the parties clearly indicate a reason for doing otherwise and afford subcommittee members an opportunity to be heard.

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

\_\_\_\_\_  
David A. Comsa, Assistant Director  
Human Resources/Labor Relations  
Board of Education of the City of Flint

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

\_\_\_\_\_  
Barbara Schneider, President  
Service Employees International Union  
Local 591, Division 517M, Unit 140

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

\_\_\_\_\_  
Dorothy Gainer-Jackson, Chairperson  
Service Employees International Union  
Local 591, Division 517M, Unit 140

**FLINT COMMUNITY SCHOOLS**  
**SECRETARIAL AND CLERICAL EMPLOYEES**  
**2005-2006 CALENDAR**

<u>Month</u>	<u>Duty Days</u>	<u>Beginning/Ending</u> <u>Dates of Employment</u>	<u>Paid Holidays</u>	<u>Non-Work/Non-Paid</u> <u>(Less than 260-Day</u> <u>Employees)</u>
	<b>M T W T F</b>			
<b>July</b>	1 <b>H</b> 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	<b>1</b> 260-day begins <b>14</b> 239-day begins <sup>b</sup> <b>20</b> 235-day begins <sup>a</sup> <b>26</b> 230-day begins	<b>4</b> Independence Day	
	<b>M T W T F</b>			
<b>August</b>	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	<b>2</b> 225-day begins <b>9</b> 220-day begins <b>16</b> 215-day begins <b>16</b> 210-day begins <b>23</b> 205-day begins <b>23</b> 200-day begins		
	<b>M T W T F</b>			
<b>September</b>	1 2 <b>H</b> 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30		<b>5</b> Labor Day	<b>2</b> Labor Day Weekend
	<b>M T W T F</b>			
<b>October</b>	<b>3 4 5 6 7</b> 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31			
	<b>M T W T F</b>			
<b>November</b>	1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 <b>H H</b> 28 29 30		<b>24</b> Thanksgiving <b>25</b>	

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	<b>M T W T F</b>			
<b>December</b>	1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 <b>H</b> <b>H</b> 27 28 29 <b>H</b>		<b>23</b> Christmas Eve <b>26</b> Christmas Day <b>30</b> New Year's Eve	<b>19,20,21,22</b> Holiday Recess <b>27,28,29</b> <b>DISTRICT CLOSED</b>
	<b>M T W T F</b>			
<b>January</b>	<b>H</b> 3 4 5 6 9 10 11 12 13 <b>H</b> 17 18 19 20 23 24 25 26 27 30 31		<b>2</b> New Year's Day <b>16</b> Martin Luther King, Jr.	
	<b>M T W T F</b>			
<b>February</b>	1 2 3  6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28			<b>20</b> Winter Break (200-230 day only)
	<b>M T W T F</b>			
<b>March</b>	1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31			
	<b>M T W T F</b>			
<b>April</b>	3 4 5 6 7 10 11 12 13 <b>H</b> 17 18 19 20 21 24 25 26 27 28		<b>14</b> Good Friday	<b>17-21</b> Spring Recess

