

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

In accordance with the understanding reached between representatives of the Service Employees International Union, Local 517M, Unit 100 (hereinafter referred to as the Union) and the Board of Education of the School District of the City of Flint (hereinafter referred to as the Board) on June 29, 2011, in response to the fiscal crisis facing the District the parties have agreed to the following Tentative Agreement after extensive and comprehensive negotiations between the parties, and it has been agreed that the Master Agreement dated July 1, 2008 through June 30, 2012 will be modified as follows:

ARTICLE 13

Compensation

- 13.1 **Basic Rate:** Each employee shall be paid the straight hourly rates set forth in Appendix A for the classification and grade to which he/she is assigned, except as herein otherwise provided. **However, effective July 1, 2011 employees shall not receive the 1% wage increase and instead shall be paid pursuant to the Hourly Rate Compensation Schedule for 2010-2011.**

ARTICLE 14

Leaves Of Absence

14.1 **Paid Leaves of Absence**

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

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

14.2. **Holidays:**

14.2.1 **No Unit 100 employees shall receive paid holidays.** ~~All Maintenance and Operational employees, except temporary employees, shall be paid for the following holidays when they fall within a calendar week in which the employees are regularly assigned to work: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.~~

14.2.2 **No Unit 100 employees shall receive paid holidays.** ~~All Food Service and Durant Tuuri Mott Attendant employees, except temporary employees, shall be paid for the following holidays:~~

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

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

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

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

14.4 Paid Sick and Emergency Leaves: **No Unit 100 employees shall receive sick and emergency leave.** ~~Combined sick and emergency leaves shall be granted annually as follows:~~

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

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

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

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

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

~~14.5 Sick and emergency leave credit provided in Paragraphs 14.4 through 14.6 shall be reduced by one (1) day for each month that an employee is on unpaid leave of absence. No employee shall forfeit sick and emergency leave during any approved leaves of absence which has been accumulated in years prior to the year in which the approved leave is taken. Each employee who is on approved leave of absence at July 1 shall receive sick and emergency credit upon his return to work pro-rated to the following July 1.~~

14.6 ~~New employees must work one (1) full week to be entitled to use sick and emergency leave.~~ No employee may use sick and emergency leave, except during his/her regularly assigned work year. No employee may use sick and emergency leave while on vacation or while on unpaid leave of absence.

~~14.6.1 Sick and emergency leave days for new employees shall be pro-rated from date of employment to December 31 or June 30, whichever is appropriate. On January 1 or July 1, whichever is appropriate, the employee is granted the remainder of the annual sick and emergency leave days. Any employee must be on the payroll for a period from July 1 through June 30 before the full annual complement of sick and emergency leave days are granted.~~

14.6.2 In the event an employee has used more sick and emergency leave days than have been accumulated on a pro-rata basis, the value of the excess paid-for leave days shall be deducted from the last paycheck due to the employee at the time of interruption, ~~or the employee's future sick leave allowance.~~

14.7 Snow Day Procedures: **No Unit 100 employees shall receive paid snow days.** ~~In the event schools are closed resultant from a snow or similar emergency, 39/52 week bargaining unit members will be exempt from reporting to work and will be paid for up to three (3) days of said emergency(ies), not to exceed three (3) days in total per school year.~~

14.7.1 In the event schools are closed resultant from a snow or similar emergency ~~in excess of three (3) days in a school year, 52-week~~ bargaining unit members may utilize an accrued vacation day, report to work, or take the day or days without pay.

14.7.2 ~~Bargaining unit members working less than 52 weeks shall not report to work or be paid in the event schools are closed resultant from a snow or similar emergency. Bargaining unit members working less than 52 weeks shall not have their work year diminished, or increased as a result of schools being closed pursuant to this provision.~~

14.11 Personal Business Days: No Unit 100 employees shall receive personal business days.

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

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

~~14.11.2 Paid personal business leave days are provided for legitimate business, professional, and family obligations an employee regularly encounters which cannot be met outside the regular school day. Typical of these obligations, although not all inclusive are: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, honor convocations honoring the employee or members of his/her immediate family, and real estate transactions. This provision for paid personal business leave is not to be used for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping or such activities as yard maintenance.~~

~~14.11.3 Application for paid personal business leave shall, except in emergencies, be made to the immediate supervisor at least two (2) days prior to the date of such leave on a form provided by the Board which is attached hereto as Appendix C. So long as the paid personal business leave is consistent with the purposes of this paragraph it shall be granted. Employees taking paid personal business leave days for reasons other than specifically set forth in Appendix C shall state in specific terms their leave request. Requests made outside the terms of Appendix C but within the spirit of this Article may be granted. Employees taking personal business leave days except as stipulated above shall be subject to discipline.~~

~~14.11.4 Paid personal business days may not be taken on the first day of school, on the first working day preceding or following a sick day, vacation day or holiday, on the opening day of a small game or fishing season, on the first two (2) working days of a deer hunting season, on the working day preceding or following the opening of small game or fishing season, on the working day preceding the opening of deer hunting season, except that paid personal business leave may be taken on such restricted days if an employee has personal business such as: court appearance, a scheduled medical examination, religious holiday, college graduation exercises, honors convocation honoring the employee, real estate~~

~~transaction, and other legitimate business on such restricted days, provided that the employee shall, prior thereto, furnish proof of such business to his immediate supervisor.~~

ARTICLE 18

Health and Welfare

18.2 Hospitalization and Medical Insurance:

18.2.1 The Board shall pay, for any eligible employee, **fifty percent (50%)** ~~ninety percent (90%)~~ of the premium for health insurance coverage through Health Plus of Michigan-HMO Alternative 2 (**Plan ZG**) ~~Plan 3E~~ or Health Plus of Michigan ~~PPO- Plan Z1~~, Alternative 2 (**1P D250X2 2Q**) **or their reasonably equivalent** ~~(or equivalent)~~. Qualified employees will be solely responsible to pay, through payroll deduction, that portion of the premium not paid by the Board.

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

18.2.3 For each employee regularly assigned to work four (4) but less than six (6) hours per day for the school year established by the school calendars, the Board shall apply to the purchase of health, accident, and hospitalization insurance in accordance with previously established policies and procedures, the sum of **twenty-five percent (25%)** ~~seventy-five percent (75%)~~ of the respective premium cost.

It is understood that this Tentative Agreement constitutes the entire understanding of the parties in regard to the aforesaid matter, under the conditions so stipulated herein, and as such shall not affect or otherwise modify, nor be deemed precedent setting with respect to the Master Contract and/or the policies and procedures of the Board.

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF FLINT


Dated: _____

June 29, 2011

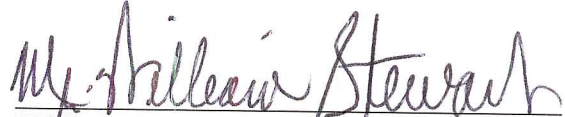
Karen Denise Pugh
Karen Denise Pugh, Executive Director
Human Resources/Legal Affairs

**SERVICE EMPLOYEES INTERNATIONAL UNION,
Local 517M, Unit 100**

Dated: 6-29-2011


Howard Gordon, Region 3 Coordinator
SEIU

Dated: 6-29-11


William Stewart, Unit 100 Chair