

Collective Bargaining Agreement

Between

**Board of Education of the School District
of the City of Flint**

and

**Service Employees International Union
Local 517M, Unit 150**

Effective through June 30, 2018

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THIS AGREEMENT entered into on AUG 16, 2017 by and between the **BOARD OF EDUCATION OF THE CITY OF FLINT**, hereinafter called the "Board" or "District" and the **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M, UNIT 150**, hereinafter called the "Union."

WITNESSETH:

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

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

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

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

ARTICLE 1

Recognition

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

B. **Definitions**

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

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

ARTICLE 2

Membership

A. Any paraprofessionals employed by the Board may make application for membership in this Union. Membership is not an employment requirement.

B. The Board of Education shall furnish the Union, via e-mail to the President, the name, address, and building placement of any newly hired paraprofessional whose position is included in the bargaining unit within two (2) weeks from the date of employment, and, on a monthly basis, a list of paraprofessionals who have retired, resigned, been reassigned, or

terminated during that month. The Office of Human Resources shall provide each newly hired paraprofessional access to a copy of this Agreement.

- C. 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 of this Article.
- D. The Union agrees not to strike during the term of this Agreement. The Board agrees not to lock out any employee or employees during the term of this Agreement.

ARTICLE 3
Employee Rights

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

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

- C. The Board agrees to furnish to the Union, in response to requests from time to time, information concerning the financial resources of the District, adopted budgets, and such other information as it may reasonably require, together with such information as may be necessary for the Union to process any grievance. Nothing contained in the above shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board. Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the Union of that fact prior to the reaching of a final decision with respect thereto and will give the Union the opportunity to meet with either the Financial Committee of the Board or such other representatives as

the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation thereof.

- D. The Union agrees to represent equally all employees without regard to membership or participation in or association with the activities of the Union or any other organization.
- E. The provisions of the Agreement shall be applied in a manner that does not violate the civil rights of employees under state and federal law, including but not limited to discrimination on account of sex, sexual orientation, age, race, national origin, disability, religious or political affiliation, and marital status, and without regard to membership in or association with the activities of any employee organization; provided, however, that nothing herein shall be so construed as to prevent the Board from establishing a mandatory retirement age as allowed by law. No employee shall be required to hold membership in any party or any organization or to contribute directly or indirectly to any political party, other organizations, agents, or individuals as a condition of employment or continuation of employment.
- F. The Union or its membership shall not be arbitrary, capricious, or discriminatory in the conduct of its rights under this Article.

ARTICLE 4
Board Rights

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

8. To discharge employees for failure to comply with the requirements of MCL 380.1230g.
- B. The Board shall not act in an arbitrary, capricious, or discriminatory manner in the conduct of its rights under this Article.

ARTICLE 5
Compensation and Fringe Benefits

- A. Wage Scale. The wage scale attached as Appendix A will govern for the duration of this Agreement.
- B. Life Insurance. The District shall provide, without cost, to eligible full time bargaining unit members, group term life insurance protection that shall pay to the bargaining unit member's designated beneficiary the sum of \$25,000.
- C. Health Coverage.

1. Eligibility. Employees who work 30-40 hours per week will receive health coverage benefit provided by this paragraph. Employees who work 20-29 hours per week will receive half the health coverage benefit provided by this paragraph, as further described below.

2. The District will provide health insurance benefits to eligible bargaining unit members and their eligible dependents through Blue Cross Blue Shield of Michigan, Glidepath plan SB HSA 2000-0% (Rx 10/40/80), BCN Glidepath plan 500-20% (Rx 10/40/80), or BCN 0% 10 OV (Rx 15/25). During the term of this Agreement, the District will pay on behalf of each eligible employee who elects coverage the annual amount of \$5,692.56 for employees with single person coverage, \$11,904.48 for employees with two-person coverage, or \$15,525.00 for employees with family coverage, or the annual premium amount for such coverage, whichever is less. For employees who work 20-29 hours per week, the Board will pay one-half (½) of the annual coverage limitations set forth above, or the annual premium amount for the selected coverage, whichever is less. These employees will be solely responsible to pay, through payroll deduction, that portion of the health insurance premium not paid by the Board.

3. Comparable Insurance. The parties agree that, annually, they may select alternative health insurance coverage. The parties shall meet at least sixty (60) days prior to the open enrollment period to review health insurance plan options.

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

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

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

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

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

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

D. Long-Term Disability Insurance. The District will provide, without cost, long-term disability insurance to bargaining unit members who work at least 30 hours per week and at least 195 days per year. The policy will provide a ninety (90) working day elimination period; reimbursement of sixty percent (60%) of gross contractual salary, with a monthly cap of \$1,800; and benefit termination after two (2) years.

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

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

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

F. Dental Coverage. The District will provide, without cost, dental insurance to bargaining unit members who work at least 30 hours per week and at least 195 days per year. The dental coverage provided will be under the same terms and conditions as provided to the United Teachers of Flint (UTF) bargaining unit pursuant to the Collective Bargaining Agreement in place between the District and the UTF.

All regularly employed full-time employees shall be eligible for dental coverage from the District, even if the employee, the employee’s spouse, or the employee’s dependents have

dental coverage paid by any other source. Employees with dental insurance from any other source may coordinate benefits so as to receive no more than 100% coverage.

- G. Vision Care Insurance. The District will provide, without cost, vision care insurance to bargaining unit members who work at least 30 hours per week and at least 195 days per year. The dental coverage provided will be under the same terms and conditions as provided to the United Teachers of Flint (UTF) bargaining unit pursuant to the Collective Bargaining Agreement in place between the District and the UTF. Employees with vision insurance from any other source may coordinate benefits so as to receive no more than 100% coverage.
- H. Mileage shall be paid for authorized travel at the rate established by the IRS.
- I. Inservice Education Days. There shall be a \$4,200 allowance for the voluntary inservice day and courses for inservice credit which shall be developed jointly by the Inservice Department and members of this bargaining unit for the duration of this Agreement. However, the Board reserves the right to staff essential positions.
- J. All employees shall receive a minimum of two (2) hours pay when requested to report for work outside their assigned shifts, unless such work shall occur immediately preceding or immediately following their assigned shifts.

ARTICLE 6

Job Status and Function of Union Officers

- A. The bargaining unit representatives shall be divided into groups as follows:
 - Three (3) representatives for all employees in all elementary schools;
 - One (1) representative for all employees in all secondary schools;
 - One (1) bilingual representative
- B. The Union shall appoint representatives for each group. No representative, regardless of when selected, shall function as such until the Office of Human Resources has been notified in writing by the Coordinator or Divisional Vice President of the local union or the Chairperson of the unit. Notice of the selection of representatives shall be given at the earliest possible date.
- C. Representatives and other Union officials shall be permitted to engage in contract negotiations and the investigation/adjustment of grievances subject to the limitations set forth in this Agreement. The union official shall provide advance notice of his/her absence via email to the building administrator or designee, or if appropriate, to his/her supervisor. The reporting procedure is not meant to diminish any rights under this agreement.
- D. Any representative having an individual grievance in connection with his/her own work may ask that another representative or Union official assist him/her in adjusting the grievance with his/her supervisor.

ARTICLE 7
Salary Regulations

- A. Regular Employment: An employee will receive one year of experience credit on the salary schedule for a school year in which the employee works at least one day more than 50% of the regularly scheduled work year, excluding holidays. Days covered by accumulated paid sick and emergency days and personal business days count toward the days worked in this paragraph. An earned year of experience credit will be effective the first day of the regularly scheduled work year in August.
- B. An employee whose position is reclassified shall be paid at the same step and receive increments on the same dates as before reclassification. Each employee re-employed within a five-year period from the last date of employment by the Flint Board of Education shall receive experience credit for all previous Flint Board of Education experience according to the procedure in A of this Article, provided he/she is re-employed in a position in the same grade or a lower grade than that of his/her previous employment.

ARTICLE 8
Working Year, Week, and Hours

- A. Full-time employees are those who, during the regular school year, work at least 30 hours per week and work at least 195 days per year.
- B. The working day shall consist of six (6) hours for employees on a 30-hour week and eight (8) hours for employees on a forty- (40) hour week, exclusive of lunch period. Any variation of the above must be approved by the Executive Director of Human Resources. Work schedules for less than 30 hours per week must have the approval of the supervisor and the Executive Director of Human Resources or his/her designee.
- C. The Board will set work schedules and make work assignments which can reasonably be completed in the allotted time.
- D. The Board will not regularly expect employees to work in excess of the standard work week.
- E. All hours worked in excess of forty (40) hours in the standard work week, shall be paid at the rate of one and one-half (1½) times the basic hourly rate.
- F. Employee attendance at parent-teacher affairs or Open Houses outside of normal work hours shall be strictly voluntary. In the absence of the classroom teacher, the principal shall not request the attendance of the employee at such meetings.
- G. Employees required to attend staff or learning community meetings shall be paid at their regular daily rates, or the overtime rate, if applicable.
- H. All employees shall be entitled to a daily lunch period of at least thirty (30) minutes duration. The time of such lunch period shall be established by supervision, but shall be as near to the middle of the shift as possible.

- I. Full-time employees working six (6) hours or more per day shall be granted two fifteen-minute breaks daily, one to be scheduled during the first half of the working day and the second during the second half of the working day. The time of each break shall be scheduled by supervision but shall be as near the midpoint in the first and second half of the working day as possible. Employees shall not be granted compensation time or overtime pay for breaks or lunch periods if not taken.

ARTICLE 9

Work Loads and Assignments

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

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

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

1. At the building level if program services are needed.
 2. At the nearest building in the zone where program services are needed.
 3. When all other options have been exhausted where program services are needed.
- D. In making any assignment above, the building administrator, or special education administrator, will consider the length of the assignment, the needs of the program, and any special circumstances of the paraprofessional. However, the overriding factors will be the needs of the students and compliance with the applicable laws and regulations.

ARTICLE 10
Learning Support Services Stipend

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

ARTICLE 11
Vacancies and Transfers

- A. When a position becomes vacant or new programs are established which require the services of paraprofessionals, the position will be posted internally and externally for at least (5) working days. All internal candidates will be given consideration before any external candidates are considered.
- B. Any vacancy may be filled on a temporary basis for a period not to exceed twenty-three (23) working days. This period may be extended by mutual agreement of the parties.
- C. Job postings are available on the District's website. Posting will also be in the Office of Human Resources.
- D. Transfers and changes of assignment shall be on a voluntary basis whenever possible. However, the Board and the Union realize that some transfers will be necessary for administrative purposes and will not be arbitrary or capricious. Such transfers shall be made upon the recommendation of the Executive Director of Human Resources or his/her designee, after discussion of the transfer with the Union. Employees will be given two (2) weeks notice of involuntary transfer and the reasons for the transfer, if the employee so requests, except that in those cases in which a transfer must be made in less than two (2) weeks, such notice will be given as time will allow. Employees shall have the right to file a grievance protesting an involuntary transfer. Such transfers shall remain in effect during the pendency of the grievance.
- E. Applications to fill any vacancy or transfer shall be made in the following manner, and no application will be considered which does not meet the following requirements:

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

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

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

ARTICLE 12

Summer Employment & Student Employment

A. **Summer Employment.**

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

2. The Office of Human Resources will notify the Unit Chairperson of summer employment by June 1. Sign-up sheets will be placed in the Office of Human Resources for bargaining unit members interested in summer employment.
3. The District has the sole discretion in choosing which volunteers are assigned summer employment.

B. Student Employment.

1. The Board may assign students, within a student employment context, to perform work in the District.
2. 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.

ARTICLE 13

Paid Sick and Emergency Days

- A. Combined sick and emergency leave shall be granted annually to Paraprofessional employees of the Board, as follows:
 1. Employees who work at least 30 hours per week and work at least 195 days per year will be granted ten (10) sick and emergency days.
 2. Employees who work 20-29 hours per week and work at least 195 days per year will be granted five (5) sick and emergency days.
 3. A sick and emergency day is equal to the number of hours the employee is regularly scheduled to work in one day.
- B. Sick and emergency days shall be credited to each employee on or before the first day employees report for the school year/ except for first year employees, who shall accrue sick days as follows:
 1. Employees who work at least 30 hours per week and work at least 195 days per year accrues one (1) sick day for each of the ten (10) months of the school year.
 2. Employees who work 20-29 hours per week and work at least 195 days per year will accrue 1/2 a sick day for each of the ten (10) months of the school year.
- C. Employees working less than twenty (20) hours per week, and those working fewer than 195 days per year shall not be eligible for sick and emergency days.
- 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. Upon an employee's return to work after an illness of more than five (5) working days duration, the employee will submit a Doctor's Verification of Illness or Disability Form confirming fitness to return to work. If District Administration believes an employee is inappropriately using illness as an excuse for an absence, the District may require an employee to submit a Doctor's Verification of Illness or Disability Form for absences of any duration. Before an employee is required to submit a Doctor's Verification of Illness or Disability Form for suspected abuse of leave days, the employee will be counseled by a supervisor or Human Resources regarding appropriate sick and emergency day usage.
- G. In the event an employee has used more sick and emergency leave days than have been accumulated on a pro rata basis, the value of the excess paid-for leave days shall be deducted from the last paycheck due to the employee at the time of the interruption, or the employee's future sick leave.
- H. No regular employee shall forfeit accumulated sick and emergency leave days during approved leave of absence periods. However, the employee shall not be eligible to accrue or to use sick or emergency leave while on leave of absence.
- I. On the date that an employee's resignation becomes effective, all accumulated sick and emergency leave shall be automatically terminated, except as herein otherwise provided.
- J. Use of Leave Allowances for Emergencies.
 - 1. 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.
 - 2. 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.
 - 3. Emergency leaves which require only the written recommendation of the immediate supervisor, and which shall be charged to combined sick and emergency leave are:
 - a. Death Leave: Absence due to the death of a member of the immediate family, for a period not to exceed five (5) working days.
 - b. Immediate family shall be interpreted to mean: husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, first cousin.
 - c. Serious illness other than personal illness: absence due to quarantine or absence due to serious illness of any person listed under section K(2)(b), for a period not to exceed five (5) working days.

- d. Serious illness followed by death: when serious illness of a member of the family is immediately followed by death, the total leave may be extended to a period not to exceed eight (8) working days.
 - e. Not more than one (1) emergency day shall be allowed for each catastrophe and accidents not involving personal injuries, except that up to five (5) days shall be allowed for fire, flood, or tornado.
4. The following emergency leaves shall be paid, providing the employee has accrued sick and emergency leave days, only upon written recommendation of the immediate supervisor and approval of the Emergency Leave Committee as established by the Board from time to time.
- a. Death leave for persons other than listed in Section K(2)(b), above if the employee indicates the person's relationship is equivalent to that of a household relative. Examples of such persons would be: a roommate with whom the employee has had a close association for a long time, a distant relative who has been closer to the employee than the relationship implies, a fiancée, etc.
 - b. Serious illness other than personal illness if the leave extends beyond five (5) working days. (Refer to Section K(2)(c)).
 - c. Other hardship emergencies not defined in Section K(2).

K. Snow Days

- 1. Employees will, in the event schools are closed resultant from a snow or similar emergency, be exempt from reporting to work and will be paid for up to three (3) days of said emergency(ies), not to exceed three (3) days in total per school year.
- 2. In the event schools are closed resultant from a snow or similar emergency in excess of three (3) days in a school year, employees may use accrued sick and emergency days or take the day without pay.
- 3. 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.

L. Paid Personal Business Leave. Two (2) days of paid personal business leave per year shall be granted annually to all full-time regularly employed employees.

- 1. Employees regularly scheduled to work at least twenty (20) hours per week but less than thirty (30) hours per week will be allowed to utilize two (2) days equivalent to the employees regularly scheduled work day for personal business purposes. Substitute or part-time employees working less than twenty (20) hours per week will not be eligible for business leave days.
- 2. Personal business leave days are provided for legitimate business, professional and family obligations an employee regularly encounters which cannot be met outside the

regular work day. Typical of these obligations, although not all inclusive are: court appearances, scheduled medical examinations, religious holidays, college graduation exercises, honors convocations honoring the employee or members of his/her immediate family, and real estate transactions. The provision for paid personal business leave is not to be used for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping, or such activities as yard maintenance.

3. Applications for personal business leave shall, except in emergencies, be made to the immediate supervisor at least two (2) days prior to the date of such leave on a form provided by the Board. As long as the personal business leave is consistent with the purposes of these paragraphs, it shall be granted. Requests made outside the terms of these paragraphs but within the spirit of these paragraphs may be granted. Employees taking personal business leave days, except as stipulated in these paragraphs, shall be subject to discipline.
4. Personal business days may not be taken on the first day of school, on the first working day preceding or following a non-work day (except Saturday or Sunday), on the opening day of a small game or fishing season, on the first two (2) working days of a deer hunting season, on the working day preceding or following the opening of small game or fishing season, on the working day preceding the opening of deer hunting season, or on days when final examinations are scheduled, except that personal business leave may be taken on such restricted days if an employee has personal business such as: court appearance, a scheduled medical examination, religious holiday, college graduation exercises, honors convocation honoring the employee, real estate transaction, and other legitimate business on such restricted days, provided that the employee shall, prior thereto, furnish proof of such business to his/her immediate supervisor.
5. Such days shall not be deducted from accumulated sick and emergency leave days; however, unused personal business days shall be added annually to an employee's sick and emergency day accumulation.

ARTICLE 14
Leaves of Absence

A. FMLA.

1. Any employee who qualifies for Family Medical Leave under the Family Medical Leave Act (FMLA) may exercise any and all rights set forth in the Act. Employees who take FMLA leave may be required to repay health care premiums to the District if the employee fails to return to work as provided by the FMLA and the regulations thereunder.
2. Employees who have twelve (12) months of consecutive employment and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to commencement of the leave are eligible for FMLA.

3. The District will maintain an FMLA policy that may be updated from time to time and that policy is incorporated by reference into this Agreement as if fully set forth herein.
 4. In accordance with federal regulations, FMLA leaves may be requested for one of the following reasons:
 - a. The birth and care of the employee's newborn child;
 - b. The placement with the employee of a child for adoption or foster care;
 - c. The care of an immediate family member (spouse, child, or parent) with a serious health condition;
 - d. The inability of the employee to work because of a serious health condition; or
 - e. The care of an immediate family member (spouse, child, parent, or next of kin) who has incurred a serious injury or illness in the line of duty while on active duty in the regular Armed Forces, National Guard, or Reserves.
 5. Under some circumstances, employees may take FMLA leave intermittently. If an employee requests a leave of absence for any FMLA-qualifying reason, the approved leave of absence will be applied toward FMLA entitlements.
 6. Eligible employees are entitled to up to twelve (12) or twenty-six (26) work weeks of unpaid leave, depending on the type of leave, during a rolling twelve (12) month period.
- B. Leaves of Absence With Pay. The following leaves of absence with pay may be granted for the following purposes and upon the following conditions, and shall not be charged to the employee's sick and emergency leave:
1. Jury Duty and Court Service

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

2. Compensable Illness and Injuries

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

C. 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, religious, and personal 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. 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, have the leave extended for up to two additional six-month periods. An employee may not be granted a subsequent leave of absence for study until he/she worked for a minimum of six months after returning from the previous leave of absence.
2. Union Leave An unpaid leave of absence for the purpose of holding union office at the local, state, or national level may be granted for a period of up to three (3) years upon submission of a written application to the Office of Human Resources thirty (30) days prior to the effective date of said leave.

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

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

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

employment will be terminated unless they request, and receive, an extension by special action of the Board.

If a vacancy exists, employees absent for work on health leave whose positions are no longer protected, shall be returned to work within thirty (30) calendar days of providing written notice to the Office of Human Resources of ability to return to work accompanied by a Doctor's Verification Form in Appendix E releasing the employee to return to work. If no vacancy exists, the employee will be placed on the recall list as outlined in Article 16. 4.

4. Parental Leave Employees who have not worked enough hours to qualify for parental leave under the FMLA will be granted the equivalent leave as would be provided if he/she was FMLA-eligible.
5. 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.
6. Religious Holidays Three (3) days leave of absence without pay shall be granted to employees who wish to observe traditional and customary religious holidays. Such leave shall be granted only if the employee shall file written application therefor with his/her immediate supervisor at least two (2) working days before such religious holiday. In addition to the above, employees shall be entitled to use one (1) day of sick and emergency leave for religious holidays each year.
7. Personal Leave Employees may be granted a personal leave of up to one (1) full year. The employee on such a leave will not be entitled to return to the employment of the Board of Education until the expiration of the leave.
 - a. During such leave the employee will not accrue seniority.
 - b. An employee will only be allowed one (1) such leave while employed by the Board of Education.
 - c. An employee will not be entitled to Group Life Insurance, Group Hospitalization, Disability Insurance or any other Fringe Benefits during such leave. Prior to the leave the employee shall consult with the Office of Human Resources regarding the process to continue coverage where applicable.
 - d. Leaves under this category may be granted only upon application in writing to the Office of Human Resources and on approval of the building supervisor, appropriate division head, and the Executive Director of Human Resources.
 - e. If they fail to return within ten (10) days after expiration of their leave, they are automatically terminated from employment with the Flint Board of Education.
 - f. All applications for personal leave shall be made no less than thirty (30) calendar days prior to the proposed start date of the leave.

- E. Returning From Leave of Absence No employee shall be entitled to reemployment after having used all of his/her accrued sick and emergency leave, except as herein otherwise provided. All such employees shall, however, be given consideration for employment in a position for which they are qualified.
- F. Miscellaneous
1. Employees on leave of absence for other than military service shall not receive years-of-service credit toward salary increments for the period of the leave. An experience increment may be recommended by division heads, subject to approval by the Executive Director of Human Resources, 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 written request to the Office of Human Resources at least 30 calendar days prior to the beginning of the period for which the leave is requested.
 4. The first leave of absence granted for paraprofessional personnel shall not exceed a six-month period, but may be extended by the Board for two additional six-month periods. Such leaves shall not be extended beyond 18 months except by special action by the Board.
 5. An employee on leave for at least six months shall be required to notify the Office of Human Resources in writing, not less than 30 days prior to the expiration of leave, whether he/she desires to return to employment or to extend his/her leave. An employee not conforming to the notice requirement may have his/her employment terminated.
 6. Leaves of absence for personal reasons may be granted upon written request with approval of the immediate supervisor for illness of members of the family or for other family responsibilities after emergency leave has been expended, or for personal circumstances of a highly unusual or compelling nature.
 7. Employer provided benefits will terminate at the expiration of an approved FMLA leave or at the beginning of the first full month in which the employee is on an unpaid leave, whichever is later.

ARTICLE 15

Resignation, Retirement and Termination

- A. Resignation
1. All employees shall give written notice of intention to resign at least two (2) weeks prior to the effective date thereof. Such notice shall be filed in the Office of Human Resources.

2. Any employee who fails to give the two (2) weeks required written notice may not be re-employed by the Board. Exception to this may be made by the Executive Director of Human Resources.
3. Any employee who resigns forfeits all benefits granted by this Agreement, except otherwise provided.

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 accrued and 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.

C. Severance Payout

1. Employees with at least fifteen (15) years of service with the Flint Board of Education who qualify for retirement benefits under the Michigan Retirement System for Public School Employees Act, shall receive at retirement a one-time lump-sum payment equal to one hundred (\$100) dollars per "service credit." Only full service credits are used in the calculation of this benefit.
2. A service credit is earned and retained in accordance with the following:
 - a. An employee scheduled and who works or is paid with sick and emergency or paid personal business days for at 1170 hours in a year will earn one (1.0) service credit.
 - b. An employee scheduled and who works or is paid with sick and emergency or paid personal business days for at least 780 hours, but less than 1170 hours, in a year will earn one half (.5) service credit.
 - c. An employee who does not work or is not paid with sick and emergency or paid personal business days for his/her entire scheduled period of the contract year, shall receive service credit, at the rate described above, on a pro rata basis for days worked or paid with sick and emergency or paid personal business days in the contract year.
 - d. Any hours worked pursuant to summer employment with the District do not count toward a seniority credit.
 - e. Employees who resign and are subsequently rehired shall lose all prior credit earned.

ARTICLE 16
Seniority

A. Definitions

1. "Hire date" is the date on which an employee began working in a bargaining unit position.
2. "Seniority date" is the hire date adjusted forward for days not worked and not paid, except if on an approved military or FMLA leave.

B. Probationary Employees. All regular employees shall be on probation for the first 90 working days of their employment. All probationary employees are subject to dismissal at the will of the Board. All employees whose employment is terminated for any reason, except for program termination, must on reemployment serve another period of probation. All employees whose employment is terminated because of program termination and who have accrued at least 60 working days of satisfactory service in the former position shall serve a 60 working day probationary period.

C. All system seniority acquired and credited to any employee prior to the date of this Agreement shall be retained.

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

1. Voluntarily quits or retires;
2. Is discharged;
3. Absents himself/herself from work without notice for three (3) consecutive working days;
4. Fails to return from approved leaves of absence on or before the appointed time, including recall from layoff;
5. Accepts other employment during leaves of absence, unless specifically provided for by this Agreement;
6. Falsifies pertinent information on his/her application for employment or other employment records; or
7. Where settlement with the employee has been made for total disability.

E. Seniority List.

1. 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 provided to employees. Each list shall include system seniority of each employee.

2. The Union may challenge the accuracy of the seniority reported for any bargaining unit employee within sixty (60) days of receiving the list from the District. If the accuracy of the list is not challenged within the time limit above, it shall be conclusively presumed to be correct.

ARTICLE 17
Reduction in Force

A. Definitions

1. Category, as used in this Article, is defined as the configuration of positions by function as set forth in Appendix C of this Agreement.
2. Position, as used in this Article, refers to each job title and number of hours regularly scheduled to work.

B. When possible, any employee who is laid off because of a reduction in staff shall be notified at least two weeks in advance in writing by the Executive Director of Human Resources or his/her designee.

C. 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 reductions in personnel shall be final, subject to the provisions of this Article.

D. In an instance of reduction in force, the Board shall determine the position(s) to be reduced.

1. Probationary employee(s) in the reduced position will be laid off first, beginning with the employee with the most recent seniority date; and then
2. Non-probationary employee(s) in the position will be laid off in reverse order of seniority, with employees with the most recent seniority date laid off first.

E. Bumping. Pursuant to the following conditions a non-probationary employee who works at least twenty (20) hours per week, may, instead of being laid off, displace another bargaining unit member.

1. Category Bumping. A non-probationary employee, who works at least twenty (20) hours per week, identified for layoff may bump the least senior employee in his/her category (See Appendix C) so long as
 - a. The bumping employee has more seniority than the employee being displaced,
 - b. The bumping employee is regularly scheduled to work equivalent or greater hours per week than the displaced employee, and
 - c. The bumping employee is qualified, in the District's discretion, to perform the job duties of the displaced employee.

2. Bargaining Unit Bumping. Employees identified for layoff who are unable to bump within category, may displace the least senior employee in the bargaining unit so long as
 - a. The bumping employee has more seniority than the employee being displaced,
 - b. The bumping employee is regularly scheduled to work equivalent or greater hours per week than the displaced employee, and
 - c. The bumping employee is qualified, in the District's discretion, to perform the job duties of the displaced employee.

F. Recall.

1. Employees laid off through the procedures set forth in this Article shall be retained on a recall list for two (2) years, or the length of his/her total seniority, whichever is shorter.
 2. Employees on the recall list will be recalled in reverse order of their layoff to vacancies in their most recently held position. .
 3. Employees on a recall list will be notified of a vacancy in his/her former category and is entitled to return to that vacancy if he/she is qualified, in the District's discretion, to fill that position.
 4. No position shall be filled, except on a temporary basis, while employees entitled to return to a vacant position remain on layoff.
- G. Employees on a recall list will be notified of any vacancy in the bargaining unit and, upon request, may be interviewed for that vacancy. The District may, at its sole discretion, waive the interview process.
- H. An employee who returns to a bargaining unit position from the recall list will not lose any previously accrued Seniority pursuant to Article 15. An employee on the recall list who does not return to a bargaining unit position within two (2) years is discharged.
- I. Notice of recall or vacancies shall be sent to the employee at his/her last known address as recorded in the Office of Human Resources, by certified mail, return receipt requested. Employees are responsible for updating the Office of Human Resources, in writing, of any change in address and a failure to respond or return to work will not be excused for his/her failure to report a change in address.
1. If an employee fails to report for work within five (5) working days from the date of receipt of the recall notice, the employee shall be considered as having voluntarily terminated his/her employment.
 2. If the employee is notified of a vacancy for which he or she may return to, or may interview for, he/she must notify the Office of Human Resources within five (5) working days from the date of receipt of the notice. If the employee fails to respond

within five (5) working days he/she will not be considered for the position and will remain on the recall list pursuant to the provisions of this Article.

ARTICLE 18
Discipline of Employees

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning discipline of employees. Discipline may be progressive in nature, but may also be issued at any level based on the seriousness of the offense. "Discipline" means oral warning, written reprimand, suspension, and/or discharge.
- B. Employees shall not be disciplined without just cause. The employee must receive a complete, written copy of the disciplinary action prior to it being placed in his/her file. Just cause includes, but is not limited to:
 - 1. Incompetence;
 - 2. Violation of the reasonable rules and regulations adopted by the Board;
 - 3. Moral misconduct; and/or
 - 4. Any violation of the terms of this Agreement.
- C. Probationary employees who are discharged pursuant to this Article may have the benefit of hearings at all levels of the grievance procedure except Level 4, binding arbitration.
- D. It is recognized by administration and the Union that the immediate supervisor, as designated by administration, may issue warnings and reprimands to employees. Accumulation of such reports may lead to dismissal.
- E. Copies of warnings and reprimands will be distributed to the Office of Human Resources, employee, and 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.
- F. Oral warnings will remain in effect for a period of three (3) months. At the end of any three (3) month period, during which the employee has not received additional discipline, an oral warning shall, upon written request by the employee, be removed from the employee's personnel file and returned to the employee.
- G. Written reprimands issued for disciplinary offenses will remain in effect for a period of twelve (12) months. At the end of any twelve (12) month period, during which the employee has had a record clear of any other reports, all reports for disciplinary offenses shall be removed from the employee's personnel record and returned to the employee upon the employee's written request.
- H. All discipline for conduct described in Section 380.1230b of the Michigan Compiled Laws (unprofessional conduct) is exempt from the removal provisions of this Agreement.
- I. Investigation of employees will take place in 30 working days or as soon as reasonable.

ARTICLE 19
Evaluation of Employees

- A. The evaluation of the work of employees is the responsibility of the administration. In order for employees to be aware of his/her strengths and weaknesses, each employee will be evaluated at least annually by administration.
- B. The District will develop, with the input of the Union, and implement an evaluation tool that will include goal setting, observations, and a final evaluation.

ARTICLE 20
Negotiation Procedures

- A. Not later than March 15 of the calendar year in which this Agreement is subject to re-opener or expires, the Board agrees to begin negotiations with the Union concerning a successor Agreement, in accordance with the procedures set forth herein. Any Agreement so negotiated shall apply to all employees and shall be reduced to writing and signed by the Board and the Union.
- B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Union present at the ratification meeting.
- C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- D. In the event the negotiations described in paragraph A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

ARTICLE 21
Working Conditions and Safety

- A. The Board agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees to attempt to instill in each employee by all reasonable means the realization of his/her responsibility to himself/herself, his/her fellow employee, and the Board in the prevention of accidents.
- B. Safety 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 22
Grievance Procedure

A. Definitions

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

B. Purpose

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

C. Representation

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

D. Procedure

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

1. Level One

- a. An employee having a concern shall first take the concern up with his/her building principal or administrator.
- b. If the concern is not settled, the employee may request a 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.
- c. In all cases involving disciplinary action or discharge, representation shall be made available prior to such action, except in cases involving probationary employees.
- d. In the event a grievance is not settled through the informal conference procedures outlined above, the grievance shall be reduced to writing on forms to be provided by the Union. The form shall be completed in three (3) copies and signed by the aggrieved employee. A formal grievance must be filed within thirty (30) days after the occurrence of the events giving rise to the grievance. The supervisor and the aggrieved employee and/or his/her representative shall meet within ten (10) working days immediately following the signing of the grievance and attempt to adjust the grievance. Within two days after such meeting the supervisor shall give an answer to the grievance in writing, two copies of which shall be given to the Union, and a copy of which shall be attached to the supervisor's copy of the grievance form.

2. Level Two

If the concern is not settled informally at Level One, the employee and/or his/her representative may, within three (3) days, file a written grievance with the building principal or administrator. The building principal or administrator shall give his/her answer to the grievance within five (5) working days after receipt of the grievance. The answer to the grievance must be in writing and provided to the Union. The answer shall set forth the relative information used in arriving at his/her decision.

3. Level Three

Within three (3) days of the date of receipt of the response at Level Two, the employee may appeal the matter to the Office of Human Resources. 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 Office of Human Resources shall give its answer to the grievance in writing within ten (10) working days after the appeal is heard.

4. Level Four

- a. Within ten (10) working days of receipt of the answer at Level Three, the Union may, by written notice to the Office of the Executive Director of Human Resources, 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.
- b. The parties will select an arbitrator from its agreed panel of four (4) arbitrators. The selection of an arbitrator will be as provided in the Memorandum

of Understanding executed by the parties. Each member of the panel will be used before a new rotation occurs. The parties will, from time to time, review the panel and may mutually agree to change the panel membership.

- c. It shall be the function of the arbitrator, and he/she shall be empowered, except as limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - i) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - ii) The arbitrator shall render his/her decision in writing and shall set forth his/her findings and conclusions on the issues submitted.
 - iii) The Union and the Board shall not be permitted to assert in any arbitration proceeding any ground or to reply to any evidence not previously disclosed to the other party.
- d. Both parties agree to be bound by the award of the arbitrator and agree that judgments thereon may be entered in any court of competent jurisdiction.
- e. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

4. 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.

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

E. Time Limits on Filing an Appeal

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

- F. It is understood that any charge filed by the Union and/or an employee with a governmental agency such as, but not limited to, the Equal Employment Opportunity Commission and/or the Michigan Civil Rights Commission shall not be subject to arbitration under this Agreement. It is further understood that the Board reserves the right to set aside the findings and conclusions of any arbitration award where the employee or Union files with said governmental agency or agencies on a subject or issue previously determined by arbitration within a twelve (12) month period.
- G. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- H. Any alleged grievance occurring during the period between the termination date of the Master Agreement, unless extended by mutual agreement, and the effective date of a successor Agreement shall not be subject to the grievance procedure. Any grievance which arises prior to the ratification date of the successor Agreement shall not be processed under the successor Agreement.
- I. No grievance shall be filed by any employee more than seven (7) calendar days after the effective date of his/her resignation as determined by the employee's notice of resignation.

ARTICLE 23

Joint Labor-Management Committee

- A. The parties agree that a Joint Labor-Management Committee shall be formed and shall continue to operate during the term of this contract.
- B. The Committee shall consist of four (4) employees appointed by the Union and four (4) persons appointed by the Board. A quorum for a meeting of the Committee shall be eight (8) people.
- C. The Committee shall meet on a monthly basis. Either the Board or Union may send representatives by proxy. Either party, at its discretion, may request additional meetings beyond the regularly scheduled meetings.

ARTICLE 24

Miscellaneous

- A. Notices
 - 1. All notices required to be given by this Agreement shall be sufficient if mailed to the Board by ordinary mail addressed to the office entitled to notice at 923 East Kearsley Street, Flint, Michigan 48503, or to such other address as the Board shall direct in writing. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 5045 Miller Road, Flint, Michigan 48507, or to such other address as the Union shall direct in writing. All notices to be given to an employee under this Agreement shall be mailed to his/her last address recorded in the Board's Office of Human Resources.

2. It shall be the responsibility of employees to notify the Office of Human Resources and their immediate supervisors of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.
- B. This Agreement will be made available electronically to all current and future employees via the District's website.
 - C. Any case of assault on an employee shall be promptly reported to the Board. The Board shall render all reasonable assistance to the employee (excluding legal counsel) in connection with the handling of the incident by law enforcement and judicial authorities.
 - D. Non-bargaining unit personnel in the active employment of the Board shall not perform work on any job covered by this Agreement, except in emergencies when regular employees are not immediately available and/or in the instruction and training of employees.
 - E. Any member of the bargaining unit who is promoted to a supervisory position, technical salary schedule position, or professional non-teaching position who requests or is requested by the Board within two (2) years of leaving a position covered by this Agreement to return to the bargaining unit shall return to (a) a vacancy in the category in which he/she has experience, or (b) if there is no vacancy, he/she may displace the least senior person in the category, providing displacing employee has more seniority in the unit than the person displaced. The employee must notify the Board in writing of his/her intent to return to the bargaining unit thirty (30) working days prior to leaving the position he/she was promoted to or his/her rights under this contract will be eliminated. Thirty (30) days notice will be waived if less notice is provided by the Board in which case the employee will notify the Board in writing within two (2) working days of receipt of notice.
 - F. It is agreed by both the Union and the Board that negotiations or other business be conducted during the normal work hours of a Union member involved, the Union member shall suffer no loss of pay.
 - G. The Board reserves the right to establish and/or modify, from time to time, and/or terminate an employee's attendance incentive program. The decisions of the Board with respect to the implementation of this provision shall be final.

This provision shall not be interpreted to deny an employee the right to utilize sick leave days.

ARTICLE 25

Term of Agreement

This Agreement is effective upon ratification and shall remain effective until midnight on June 30, 2018. The parties agree to begin negotiations for a successor Agreement at least six (6) months prior to the expiration of this agreement. If no Agreement has been reached by June 30, 2018, this Agreement will be automatically extended unless terminated by either part on ten (10) days' written notice of termination to the other party.

If an emergency manager is appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 *et seq.*, he/she may reject, modify, or terminate this Collective Bargaining Agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 *et seq.* See MCL 423.215(7).

**SERVICE EMPLOYEES INTERNATIONAL BOARD OF EDUCATION OF THE CITY
UNION, LOCAL 517M, UNIT 150 OF FLINT**

By Brenda Greene
Brenda Greene, President
SEUI, Local 517M, Unit 150

Dated: 10/6/17

By Harold Woodson
Harold Woodson, President
Board of Education of the City of Flint

Dated: 10-4-17

By Bilal Tawwab
Bilal Tawwab, Superintendent
Flint Community Schools

Dated: 10.4.17

By Kendall B. Williams
Kendall B. Williams, Chief Negotiator

Dated: oct. 4, 2017

APPENDIX A

2014-2018 Wage Scale

		STEP					
		1	2	3	4	5	6
		START	1 YR	2 YR	3 YR	4 YR	5 YR +
GRADE	2	9.55	10.18	10.75	11.36	11.78	12.23
	3	9.86	10.48	11.06	11.58	12.07	12.60
	4	10.18	10.75	11.36	11.78	12.39	12.92
	5	10.75	11.36	11.78	12.39	12.92	13.96

- Learning Support Services Paraprofessionals shall be paid \$.05 per hour in addition to the hourly rates on the above scale. See Article 10.

APPENDIX B

Requirements for Placement

- GRADE 2 High school diploma or equivalent, brief orientation in human development, social relations, school procedures, as well as basic skills (including passing Work Keys Assessment Test) required to successfully perform required duties.
- GRADE 3 Thirty (30) semester hours of successful post-high school credit or a Child Development Associate certificate and is employed in a position which requires a Child Development Associate certificate, as well as basic skills (including passing Work Keys Assessment Test) required to successfully perform required duties.
- GRADE 4 Thirty (30) semester hours of successful post-high school credit consisting of no more than ten (10) semester hours of professional development credit validated by the Professional Development Department of the Flint Community Schools and at least one (1) year of experience as a Paraprofessional or sixty (60) semester hours of successful post-high school credit. Post-high school credit, other than professional development, must be verified by a college transcript from an accredited institution of higher learning.
- GRADE 5 Paraprofessionals who have sixty (60) semester hours of successful post-high school credit, verified by college transcript from an accredited institution of higher learning and one (1) year of experience as a Paraprofessional.
- Post-high school credit, other than professional development, must be verified by a college transcript from an accredited institution of higher learning.

APPENDIX C

Categories

<i>One</i>	<p>Paraprofessional, At Risk</p> <p>Paraprofessional, Comparability</p> <p>Paraprofessional, Title I</p>
<i>Two</i>	<p>Paraprofessional, Physical Education</p>
<i>Three</i>	<p>Paraprofessional, Autistically Impaired</p> <p>Paraprofessional, Autistically Impaired, Individual Student</p> <p>Paraprofessional, Cognitively Impaired</p> <p>Paraprofessional, Cognitively Impaired, Individual Student</p> <p>Paraprofessional, Early Childhood Developmentally Delayed</p> <p>Paraprofessional, Emotionally Impaired</p> <p>Paraprofessional, Emotionally Impaired, Individual Student</p> <p>Paraprofessional, Inclusive Education</p> <p>Paraprofessional, Itinerant, Special Education</p> <p>Paraprofessional, Learning Disabled</p> <p>Paraprofessional, Least Restrictive Environment</p> <p>Paraprofessional, Physically or Otherwise Health Impaired</p>
<i>Four</i>	<p>Paraprofessional, Pre-Kindergarten</p>
<i>Five</i>	<p>Paraprofessional, Bilingual</p> <p>Paraprofessional, Bilingual/ESL</p>
<i>Six</i>	<p>Paraprofessional, Hearing Impaired</p>
<i>Seven</i>	<p>Paraprofessional, Educational Development Plan</p>