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City of Flint Board of Education

STAFF Personnel &
Labor Relations

Flint Community Schools
923 E. Keausley
Flint, MI
49502

maintenance and
operational, food
SERVICE AND
DURANT-TUURI-MOTT
attendant employees

master CONTRACT

BETWEEN THE FLINT BOARD
OF EDUCATION OF THE CITY
OF FLINT, MICHIGAN
AND THE SERVICE EMPLOYEES
INTERNATIONAL UNION
AFL-CIO, LOCAL 591.

July 1, 1975-June 30, 1976

AGREEMENT BETWEEN
BOARD OF EDUCATION OF THE CITY OF FLINT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
AFL-CIO, LOCAL 591
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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 1975, by and between the BOARD OF EDUCATION OF THE CITY OF FLINT, hereinafter called the "Board," and the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, Local 591, hereinafter called the "Union."

WITNESSETH

PREAMBLE

- (1) WHEREAS the Board and the Union recognize and declare that quality service, sanitation, and safety are necessary to provide a quality education for the children of the School District of the City of Flint which is their mutual aim, and

WHEREAS it is the intent and purpose of the parties hereto that this Agreement shall promote and insure a spirit of confidence and cooperation between the Board and its employees, establish rates of pay, hours of work, and terms and conditions of employment of the Board employees fully described in Appendix A hereof.

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

DEFINITIONS

- (2) The terms classifications, grades, progression tracks, and occupational levels shall mean those listed in Appendix B and such others as shall hereafter be adopted by the Board after discussion with the Union.

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.

RECOGNITION

- (3) The Board hereby recognizes the Union as the exclusive bargaining representative for all Maintenance & Operational, Food Service, and Durant-Tuuri-Mott Attendant (D-T-M Attendant) personnel of the Flint Board of Education as listed in Appendix A.

UNION SECURITY & DEDUCTION OF UNION DUES

- (4) All employees who are presently working under this agreement shall not be required to become members of the 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 amount and in the same manner as Union members and shall do the above as a condition of employment. These provisions do not apply to temporary employees.
- (5) During the term of this Agreement the Board will honor written assignments of wages to the Union for the payment of Union dues, initiation fees, and special assignments. 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.
- (5a) The Union shall notify the Director of Business Affairs in writing of the amount of such dues, fees, and assignments. The Board will cause such dues, fees, assignments 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.
- (5b) 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.

- (5c) 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 the provisions of Paragraphs 4, 5, 5a, 5b, and 5c, of this agreement.
- (5d) The Board shall provide each new employee hired, at the time of hiring, an assignment of wages form for payment to the Union of Union dues, initiation fees, and special assignments. 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 agency fees after the completion of 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 Staff Personnel and Labor Relations. 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, workmen's compensation leave or sick and emergency status without prior notification to the Office of Staff Personnel and Labor Relations.

JOB STATUS AND FUNCTION OF UNION OFFICERS

- (6) The bargaining unit shall be divided into five (5) districts as follows:

One (1) unit-wide Food Service district

Four (4) Maintenance and Operational districts, the boundaries of which have been super-imposed upon a map of the School District of the City of Flint.

A copy of such map bearing the date of this Agreement and identified by the signature of the Director of Labor Relations for the Board and the Chairman of the Unit shall be kept at the Office of the Director of Staff Personnel and Labor Relations and at the Union office.

The parties recognize that changes in conditions may require changes in district boundaries. It is agreed that such changes may be made by the Director of Labor Relations and the Chairman of the Unit. Such changes shall be set forth upon a map of the district which shall bear the date of such changes and the signatures of the Director of Labor Relations and the Chairman of the Unit.

- (6a) The Union shall appoint one (1) district representative and one (1) alternate district representative for each district. No district representative or alternate, regardless of when selected, shall function as such until the Office of the Director of Staff Personnel and Labor Relations has been notified in writing by the President of the local Union, Chairman of the Unit, or an International Union or council officer of his selection. Notice of the selection of district representatives and alternates shall be given at the earliest possible date.
- (6b) District 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.
- (6c) Any district representative or alternate having an individual grievance in connection with his own work may ask that another district representative or alternate or Union official assist him in adjusting the grievance with his supervisor.

PAID BARGAINING TIME

- (7) The Board has granted to Board employees in the bargaining unit 3,120 hours paid time to be used for contract negotiations and the adjustment of grievances annually. Any hours remaining at the close of the fiscal year shall be forfeited.
- (7a) The following rules shall govern the use of the paid-time allowance:
- The hours of paid-time allowance shall not exceed 7 hours per week in each district for adjustment of grievances at level 1 and 2; provided that, the Chairman of the Unit may direct that not to exceed 13 additional hours per week may be used in each district for such purposes.
- (7b) Paid-time allowance for contract negotiations and the adjustment of grievances at levels 3 through 5 shall be unlimited until the paid-time allowance is exhausted.
- (7c) All time spent during scheduled working hours by representatives who are employees shall be charged against the paid-time allowance, and all time spent outside of scheduled working hours may be charged against paid-time allowance and shall be so charged upon written notice to the office of the Director of Business Affairs setting forth the names of the employees authorized to use paid-time allowance, the amount each employee is authorized to use, and the purpose for which it is to be used.

- (7d) The President of the local Union, Chairman of the Unit, or International Union or Council office shall submit in writing to the Director of Labor Relations the names of the persons who are empowered to authorize the use of paid-time allowance outside of regularly scheduled working hours. Unless the notices required by this Paragraph (7d) are given by duly authorized persons, no such time shall be charged against the paid-time allowance.
- (7e) All time spent by representatives who are employees in contract negotiations or adjustment of grievances during scheduled working hours shall be recorded in such manner as shall be required by the Board. A copy of such record shall be given to the Chairman of the Unit on each regular pay period. Time not so recorded shall not be paid time. All hours spent during scheduled working hours shall be charged against the paid-time allowance as straight time, unless a relief man is provided who is paid time and one half, in which case one and one-half times the hours thus spent shall be charged against the paid-time allowance.
- (7f) No employee will be allowed to take more than twenty (20) hours from his regular work schedule per week.

GRIEVANCE PROCEDURE

- (8) Definitions: A grievance is a claim by one or more maintenance & operational, food service, or D-T-M attendant employees, of improper application or interpretation of this Agreement specifying the part of the Agreement which is claimed to be violated.
- The term maintenance & operational, food service, or D-T-M attendant includes any individual or group of individuals within the bargaining unit hereinbefore defined, and covered by this Agreement.
- The term days, when used in this Paragraph, shall mean working days.
- (8a) 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.

(8b) Representation: Nothing herein contained shall be construed to prevent any individual maintenance & operational, food service, or D-T-M attendant 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.

Union representatives shall not come into the building to talk to the employees unless they first give notice to the building supervisor.

(8c) Any maintenance & operational, food service, or D-T-M attendant employee may be represented beginning at level two of this procedure by a representative of the Union.

(8d) The Board's Appeal Committee at level four shall consist of the Superintendent of Community Education, Director of Business Affairs, and the Director of Labor Relations or their designees.

(8e) Upon request of either party hereto or of the maintenance & operational, food service, or D-T-M attendant employee or employees involved in a grievance, the latter may be present at any level of the grievance procedure.

(8f) 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 by the authorized representatives of each party.

(8g) Level One: An employee having a grievance shall first take the grievance up with his immediate supervisor. The immediate supervisor for the D-T-M attendant shall be the Assistant Principal of the building.

(8h) Level Two: If the grievance is not settled, the employee may request his immediate supervisor to call the Union district representative to handle the grievance. The immediate supervisor for the D-T-M attendant shall be the Assistant Principal of the building. The supervisor will call for the representative without undue delay and without further discussion of the grievance until the representative is present. The representative shall not leave his assignment without notifying his supervisor and until the arrival of his relief if the supervisor shall require that he be relieved; provided that, in no event shall a representative be denied relief for a period in excess of 24 hours from the time of the call.

In the event the representative or his alternate is not available, any available district representative or alternate may be called to process the grievance in which event the above procedures for job relief shall apply.

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 his representative shall meet within two (2) 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.

(8i) Level Three: If the grievance is not settled at Level Two, the employee and/or his representative may appeal the matter to the Director of Building and Grounds, Director of Maintenance, or to the Director of Food Services, depending upon the department into which the aggrieved employee is assigned. In the case of a D-T-M attendant, the employee and/or his representative may appeal the matter to the building principal. The director of the department shall attempt to adjust the grievance at the earliest possible date and in all cases the director shall give his answer to the grievance within the three working days after receipt of the appeal. The director shall give 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 his decision.

(8j) Level Four: In the event the grievance is not settled at Level Three, 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 Director of Staff Personnel and 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 five (5) working days after the appeal is heard.

(8k)

Level Five: Within ten (10) working days of the receipt of the answer at Level Four the Union may, by written notice to the Office of Staff Personnel and Labor Relations, request that the matter be submitted to arbitration. 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 which will likewise govern the arbitration hearing. The jurisdiction of the arbitrator shall be limited to 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 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.

(8-1)

Time Limits on Filing and Appeal: Any grievance not appealed by the Union or aggrieved employee within three (3) working days after receipt of written answers at Levels Two and Three, and within ten (10) working days at Level Four, 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 taken to the next level. A grievance may not be filed after the lapse of thirty (30) days from the date the incident occurs.

SENIORITY

(9)

Definition and Purpose: Seniority is length of continuous service in any job in the bargaining unit.

The purpose of seniority is to determine the right of an employee to any job within a classification, within a department, and within the system.

- (9a) Types of Seniority: Classification seniority is length of continuous service within a classification in the bargaining unit.

Department seniority is length of continuous service within a department, i.e., maintenance and operational department or within the food service department.

System seniority is the length of continuous service in the bargaining unit in the Flint School System regardless of the classification and department in which served.

Temporary seniority is any service by temporary employees in the bargaining unit.

Acquiring and Accruing Seniority

- (9b) Probationary Employees: There shall be established training centers not to exceed four (4) in number for the purpose of assigning all new custodial employees for the length of their probationary period of employment. The new employee may be assigned to one or more of the training centers during the probationary period. In the event more employees are hired than vacancies exist in the training centers, the new hires will be assigned to Court Street as spares until a vacancy opens in a training center.

To implement the training centers effective with the 1972-73 contract year not more than two (2) vacancies at the junior high school, three (3) vacancies at the high school, and not more than two (2) vacancies at the Food Service Facility shall be created by grandfathering the positions in when a vacancy occurs in a designated training center. In the above instances the bid procedures will be waived.

Employees successfully completing their probationary period of employment shall be assigned to the Court Street facility, bid a vacancy or assigned to a vacancy for which no bid or transfer request has been received.

All regular employees shall be on probation for the first ninety (90) working days of their employment, provided that such employment is served in a period of six (6) consecutive months. Where a close-down period occurs annually, the six month period shall be extended by the length of the close-down period. Upon the completion of the probationary period, such employees shall receive classification, department, and system 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 must, on re-employment serve another period of probation.

Probationary period for D-T-M Attendants shall be for the first semester of their employment or equivalent length of time if employed after the beginning of a semester.

- (9c) Temporary Employees: All persons employed to meet temporary or seasonal needs or persons employed who are necessary to fill employment demands of a particular temporary situation that exceeds the limitations of the regular work force are temporary employees. Temporary employees shall accrue seniority from the first day of employment on an hourly basis. Such seniority may be used only for the purpose of determining the temporary employee's right to probationary employment within the department in which such seniority is acquired.
- (9d) Part-Time Employees: Any person regularly employed to work less than 8 hours per day, 5 days per week, or less than 52 weeks per year, is a part-time employee. Each part-time employee shall accrue classification, departmental, and system seniority in the ratio that the total number of hours worked in each regularly scheduled work day in each calendar year prior to January 1, 1967, bears to 2,340 hours for each such year and to 2,080 hours for all work performed by such employee in the years after January 1, 1967.
- (9e) Full-Time Employees: Any person employed to work 8 hours per day, 5 days per week, and 52 weeks per year is a full-time employee. Each such employee shall accrue classification, departmental, and system seniority for each day of employment.
- (9f) Retention of Past Seniority: All classification, departmental and system seniority acquired by any employee except temporary employees prior to the date of this Agreement shall be retained. Temporary seniority shall be accrued from the date of this Agreement.
- (9g) Merger of Classification: In the following cases where classifications have been merged, and in the event classifications are hereafter merged, each employee shall retain all departmental and system seniority accrued to the date of such merger. Each employee's classification seniority shall, after such merger, be the sum of his seniority accruing in each of the merged classifications; provided that, no adjustments shall be made for job placements made prior to January 17, 1967. The merged classifications referred to above are:

Motor Equipment Operator II
Fireman III
Custodian Engineer
Repairman

(9h) Transfers, Promotions, and Demotions: Any employee who is promoted or demoted or who is transferred to another department or classification shall not accrue seniority in the department or classification to which assigned until he has satisfactorily completed a thirty (30) day probationary period except as otherwise provided in Paragraph 11g of this Agreement. Upon satisfactory completion of such probationary period, he shall be given credit for departmental and classification seniority from the first day of work in the department and classification to which he has been assigned. System seniority shall continue to accrue during such 30-day period.

Employees' positions which are protected by the provisions of page 34, Paragraph 15o shall be filled on a temporary assignment made by administration up to the length of time the position is protected.

The employee filling the protected position on a temporary basis shall not accrue seniority in the temporary and protected position he fills. But time in the temporary position shall be counted as seniority in the employee's classification at the time of his assignment for bidding another permanent position.

(9i) Seniority List: Seniority lists shall be prepared as soon as possible after the date of this contract, and such list shall be revised every six months 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 include classification, departmental, and system seniority of each employee except temporary employees.

Each employee shall have the right to challenge the accuracy of the seniority reported for 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 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 that the lists are correct.

Accrued seniority of temporary employees shall be calculated only when necessary to determine such employee's right to probationary employment.

- (9j) Loss of Seniority: All employees, except temporary employees, shall lose classification, departmental, and system seniority when they:

- Voluntarily quit
- Are discharged
- Absent themselves from work without notice for three (3) consecutive working days
- Fail to return from approved leaves of absence on or before the appointed time
- Accept other employment during leaves of absence unless specifically provided for by this Agreement

Temporary employees shall lose seniority when they:

- Voluntarily quit
- Are discharged
- Are absent without notice for three (3) consecutive days on which they are assigned to work

- (9k) Seniority provisions as stipulated by this contract shall not apply for purpose of a person in any other classification moving to the classification of Attendant. The concurrence of the Director of Labor Relations shall be the determining factor for the placement of any person in the Attendant classification.

LAYOFF

- (10) When any employee within any classification is laid off, the employee with the least classification seniority shall be laid off first.
- (10a) An employee who has been laid off may, at any time, displace an employee in any other classification in which he has previously worked, if he has more seniority than the employee to be displaced. Such employee shall be paid the highest wage rate in the other classification or his classification wage rate, whichever is lower.

For purposes of this section, seniority of the displacing employee and displaced employee shall include all seniority accrued in the classification such employee is bumping into and all seniority accrued in higher paying classifications that the employee has worked in. However, the purpose of this section will only become effective for layoffs occurring after ratification of this Agreement.

(10b)

If an employee in the Maintenance and Operational department cannot displace any other employee under the provisions of this Paragraph 10, the employee in said department may displace an employee in the custodian classification series, provided the laid-off employee has more department seniority than the employee to be displaced. (Such employee shall be paid the highest wage rate in such classification or his classification wage rate, whichever is lower.)

A D-T-M Attendant who is laid off may displace a D-T-M Attendant with the least departmental seniority if the laid-off employee has more departmental seniority than the employee to be displaced.

In elimination of positions or reduction of staff in the Food Service Department the employee that is retained under paragraph 10 may exercise the privilege of accepting that position to which she is entitled by classification seniority or giving up her rights to that position in her current classification to accept a position in a lower classification, the current classification seniority shall be dropped.

She may then use her accrued seniority in a lower classification to displace the employee with the least seniority in that classification. Such employees shall be paid the highest wage rate in such classification or her classification rate, whichever is lower. If her former position is reestablished, she has a right to that job without it being bid and with past classification seniority reestablished.

No Food Service employee assigned to a job less than eight (8) hours will displace an employee assigned to an eight (8) hour job. High seniority Food Service I and II employees will displace low seniority Food Service I and II employees with like hours. If an employee with four (4) hours has more classification seniority than an employee with a three (3) hour position, she may replace that employee, but only in case there are no more four (4) hour positions available.

For the remaining three (3) self-contained kitchens which are to become satellite kitchens, the Food Service IV (Meat Cook) will be given the opportunity of remaining in that school as a Food Service III. To compensate for her decrease in hours she will be offered a two (2) hour breakfast program as long as the breakfast programs are in effect.

RECALL

(10c) Employees having the most applicable seniority will be the first recalled to jobs from which they were laid off or to jobs referred to in Paragraph 10 if such jobs become available before recall to the jobs from which they were laid off.

Effective with the ratification of this Master Agreement, an employee involved in the "bumping" process or his position is eliminated as a result of layoff of personnel, shall be credited with his total classification seniority in the classification to which assigned, regardless of whether the service in the classification has been continuous, the classification seniority for the employee will be the total of all periods in which he has worked in the classification, from the last date of hire. This classification seniority will be used for placement on transfers or bids only. The bids must be in an upward direction in order for the classification seniority to apply.

Any employee removed from his position because of reduction in staff shall be returned to his former position without implementing the bid procedure for the duration of this contract.

(10d) No job shall be filled, except in case of emergency on a temporary basis, so long as any employee entitled to be recalled is laid off.

(10e) In all instances in which a senior employee displaces a junior employee, provisions of this Agreement guaranteeing a trial period or qualifying period shall not apply, and any employee who displaces another must be capable of performing the duties of the job after a period of two days in which to familiarize himself with the duties on his job.

(10f) Notice of Recall shall be given to the employee entitled to be recalled at the last address of the employee recorded at the Office of Staff Personnel and Labor Relations by certified mail, return receipt requested. The employee shall report to work no later than ten (10) working days after mailing of notice.

VACANCIES, TRANSFERS, AND BID PROCEDURES

- (11) Posting Vacancies: All job vacancies in the bargaining unit, except temporary jobs as defined in Paragraph 9c, shall be posted on the employee bulletin board in each building at least seven (7) 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 in cases of involuntary transfers.
- (11a) Transfers: Transfers, whether voluntary or involuntary, are the change from one job to another within the same classification and grade and at the same rate of pay. Transfer within classification shall be given to the employee with the most classification seniority. Permission to transfer shall not be granted to any employee more often than twice in any twelve (12) month period, except for the good of the school system. Involuntary transfers may be made by the Board for the good of the school system after discussion of the transfer with the Union. Any transfer ordered by the Board over the objection of the Union may be made the subject of a grievance, but such transfer shall remain in effect during the pendency of the grievance.
- (11b) Bid Procedures: Applications (bids) to fill any vacancy or for transfer shall be made in the following manner, and no application will be considered which does not meet the following requirements:
- Each applicant shall fully complete one bid and transfer form provided by the Board for each posted vacancy.
 - The bid and transfer form shall be placed in the yellow envelope provided by the Board.
 - All blanks on the outside of the envelope shall be properly and completely filled in.
 - The employee shall submit the envelope containing the bid to the Office of the Director of Staff Personnel and Labor Relations prior to the deadline fixed for submitting bids; providing that, a co-worker may submit a bid for a fellow employee if he writes on the bid and transfer form the employee's name and his own name, e.g. (John Doe by Alex Smith).

(11c) Filling Vacancies: The Board shall place a successful job bidder in the new job within twenty-three (23) working days immediately following the initial posting of a job vacancy provided the employee meets all the requirements of the job, unless mutually waived by agreement of the Union and the Board. In the case of a bid withdrawal, the vacancy will go to the next successful job bidder when he meets all the requirements of the job or within twenty-three (23) working days of the initial posting, whichever date is later. An employee can only bid a vacancy when he is physically on the job or on a regularly scheduled vacation. An employee can only fill a vacancy when he is physically on the job. In the event a successful bidder is not placed in the new job when required, such employee shall commence receiving the equivalent wage rate from and on the date the employee should have been placed on the new job.

(11d) Apprenticeship Progression Track: Trades in which apprentices are trained are listed in Appendix A. Such other apprenticeship training programs as shall be agreed upon between the Board and the Union may be added to the list. Apprentices shall, in all respects, including but not limited to eligibility, selection, probation, training, evaluation, and certification, be governed by "Apprenticeship Standards" as amended sponsored by the Flint Board of Education and the Union in cooperation with the Bureau of Apprenticeship and Training, United States Department of Labor, C. S. Mott Community College, State Department of Vocational Education, and the rules and regulations adopted by the Board in connection therewith. Each apprentice must serve the full time required in each step and grade of the Apprenticeship Progression Track, and no apprentice shall be eligible to fill any vacancy in Grade IV of his classification until he has successfully completed his apprenticeship as evidenced by a certificate. Each apprentice must enter the apprenticeship program at the beginning rate and shall serve one year in each step and grade. Each apprentice will receive his annual increment after he has successfully completed each step and grade of the apprenticeship program, (a minimum of one year in each step).

When an employee completes the Apprenticeship training in the Board of Education program and completes all requirements of the program, he will be paid at the Grade IV level except where a state license or local license is required. If a state or local license is required, he shall be paid the Grade IV rate for a period of six (6) months. If the license is not acquired at the end of this time, he will be reduced to the Grade III rate until such time as the necessary license is obtained.

If an apprentice finishes the on-the-job training but not the related training through no fault of his own, he should get the pay of the journeyman and finish the course as soon as they are available.

When the above circumstance occurs, the apprentice shall file an application for the increased pay with the Staff Personnel and Labor Relations Office which shall investigate the circumstances of the case.

The circumstances shall be detailed by the Staff Personnel and Labor Relations Office and referred to the Apprenticeship Committee for review and concurrence to deny or allow the application.

In the event that a vacancy occurs in Grade IV of any classification in the apprentice progression track, and no apprentice shall have then successfully completed his apprenticeship, the Board shall post notice of vacancies as herein required, and the employee with the greatest seniority in the department in which the vacancy occurs having the required qualifications shall be selected to fill the vacancies. If no employee possessing the required qualifications bids on a vacancy, the Board may fill the vacancy with an applicant who meets the requirements of the Apprenticeship Standards from outside the system.

(11e)

On the Job Training Progression Track: Positions in the bargaining unit in which on the job training is required are listed in Appendix A. Such other positions as shall be agreed upon between the Board and the Union may be added to the list. Each person taking a position in this progression track must start at the beginning wage rate and serve the required time in each step and grade in the progression track; provided that, any employee who has one (1) year of departmental seniority at the time of his selection for a position in this progression track in the department in which the vacancy occurs shall be placed on Grade I. If no employee possessing the required qualifications bids on the vacancy and passes the tests, the Board may fill the vacancy from outside the system with a person who has the required qualifications and who passes the tests.

All present Motor Equipment Operators II, as of April 4, 1969, who have been reclassified as Truck Drivers, Bus Drivers or Yardmen shall have job preference for advancement in the Motor Equipment Operators' classification according to their seniority starting with most to the least.

All of the employees mentioned in the preceding paragraph shall enter the job training progression track as Motor Equipment Operators II and shall serve two years to complete their training in the Motor Equipment Operator track and shall receive top rate of pay upon completion.

(11f)

Responsibility Progression Track: Vacancies in this track shall be filled from the employees bidding on the vacancy, subject to the testing and trial period requirements hereinafter set forth, in the following order of priority:

First Priority: By the employee having the most seniority in the classification in which the vacancy occurs.

Second Priority: By the employee having the most departmental seniority.

Third Priority: By the employee having the most system seniority.

If two (2) or more employees having equal seniority bid on a vacancy, the employee having the most classification, departmental, and system seniority shall be selected. If two (2) or more such employees have equal classification, departmental, and system seniority, the employee to fill the vacancy shall be selected by lot.

In the event no employee bids on the vacancy, the Board may fill the vacancy from outside the system.

(11g)

Testing and Trial Period: Any employee assigned to fill a vacancy as a result of his request to transfer or any employee receiving promotion shall be given a maximum of thirty (30) working days to prove his ability to perform the required duties of the position. If unable to qualify, he shall be returned without prejudice to a position equal to his former position at his former rate of pay as soon as such vacancy is available. Until a vacancy is available, he may be assigned to other duties at his former rate of pay. On or before the 30th day of such trial period the employee's ability to do the required work must be evaluated by his immediate supervisor, who shall give consideration to the employee's willingness to work, his ability to do the required work, and his progress in achieving the skills he has had the opportunity to learn. If the supervisor shall determine that the employee has not proved his ability to do the work required within the trial period, the employees next entitled to the job shall be granted trial period in turn until the vacancies are filled. No transferred employee

who has successfully completed the thirty (30) day trial period herein required in the classification in which the vacancy occurs shall be required to complete another trial period in the classification in which the vacancy occurs. All employees bidding on jobs in the On-the-Job Progression Track are required to take the tests as established from time to time for such positions. All employees bidding on the following jobs in the Responsibility Track must take applicable tests designed to determine whether they have the minimum acceptable aptitudes and abilities to fill such vacancies:

- Receiving clerk
- Motor equipment operator
- Fireman
- Receiving assistant
- Stockroom assistant
- Mail clerk
- Maintenance clerk

Tests to be administered shall be both written and proficiency tests and shall include the following where applicable:

- Michigan Employment Security Commission--General Aptitude Test Battery (GATE) or Special Aptitude Battery (SATE) as appropriate
- Performance tests applicable to the progression track
- Chauffeur licensing tests as required and administered by the State of Michigan

No employee who does not successfully meet the minimum norms on all written tests and an average score of less than seventy percent (70%) on all proficiency tests shall be eligible to fill any vacancy. The employee meeting these minimum requirements having the most applicable seniority shall be selected. Any employee will be permitted to examine his graded test in the presence of the testing officer.

An employee who bids a higher classification may request, within the thirty (30) day probationary period of his assignment, to return to a position in his last former classification. On return to his former classification, he shall retain all classification seniority previously accrued in the classification to which he returns.

- (11h) Grievances: The assignment of any employee to a job in a track may be taken up as a grievance. If it shall be determined that the grievant should have been assigned to the job, the employee erroneously assigned to the job will be immediately returned to his former classification at his former wage rate and the grievant shall be paid the difference between his former wage rate and the wage rate of the job in question for the number of hours worked by the employee erroneously assigned to the job from the date the grievance was filed to the date the job assignment is corrected.
- (11i) Refusing Promotion or Transfer: Any employee may refuse promotion or transfer, except transfer for the good of the system, without loss of seniority or without prejudice to future consideration for promotion or transfer.

WORK WEEK, HOURS OF WORK, AND SHIFTS

- (12) Work Week: The standard work week will consist of five (5) eight (8) hour days, Monday through Friday, except in those areas where seven (7) day work week schedules are required, in which case the standard work week shall consist of five (5) consecutive eight (8) hour days in each period of seven (7) consecutive days beginning with the first shift on Saturday and ending with the last shift on the following Friday; provided that, the employees in the Food Service Department, except temporary employees, shall work a minimum of two (2) hours per day, Monday through Friday.
- (12a) Shifts: The following shall be the schedule of shifts in the Maintenance & Operational Department:

MAINTENANCE AND OPERATIONAL
SHIFT SCHEDULE BEGINNING JANUARY 3, 1967
40-HOUR WORK WEEK--FIVE 8-HOUR WORK DAYS

Court Street Facility

7 a.m. - 3:30 p.m.
Lunch 12 Noon - 12:30 p.m.

Custodian II

Senior High Schools, Junior High Schools, Dewey, Dort, Homedale, and Pierson Schools

First Shift - 7 a.m. - 3:30 p.m.
Second Shift - 3:30 p.m. - 12 Midnight
Third Shift - 10:30 p.m. - 7 a.m.

First Shift - Lowell Cafeteria Route
8 a.m. - 4:30 p.m.

Custodian Engineer (Elementary buildings where boilers are turned on and off daily by engineers)

First Shift - 6 a.m. - 2 p.m.
Second Shift - 2 p.m. - 10 p.m.
Third Shift - 10 p.m. - 6 a.m.

Custodian II-E (Elementary school with automatic heating system)

First Shift - 6 a.m. - 2:30 p.m.
Second Shift - 2:30 p.m. - 11 p.m.
Third Shift 11 p.m. - 7:30 a.m.

Administration Building

First Shift - 7 a.m. - 3:30 p.m.
Second Shift - 5 p.m. - 1:30 a.m.

Hamady House Bus Driver

First Shift - 8 a.m. - 4:30 p.m.

Central Food Facility Truck Driver

First Shift - 7 a.m. - 3:30 p.m.

Yardman at High Schools

First Shift - 6 a.m. - 2:30 p.m.

Driver Training Bus Drivers

First Shift - 7 a.m. - 3:30 p.m.

Power Houses (Fireman III)

First Shift - 6 a.m. - 2 p.m.
Second Shift 2 p.m. - 10 p.m.
Third Shift 10 p.m. - 6 a.m.

(12b)

MAINTENANCE AND OPERATIONAL
TIME TABLE FOR SPECIAL SHIFTS

Art Center

First Shift - 8 a.m. - 4:30 p.m.
9 a.m. - 5:30 p.m.

Because of the irregularity of duties, a half-hour lunch period will be taken approximately half-way during shift.

Second Shift - 3:30 p.m. - 12 Midnight
Third Shift - 11:30 p.m. - 8 a.m.

(30 minute lunch period approximately midway in shift on employee's own time)

The above shift schedules will prevail except when changed by a specific bulletin issued by the Board and Union.

Employees shall not leave their assignments on paid time except with the permission of their most available supervisor.

Employees having firing responsibilities shall not leave their work during the firing season until relieved.

FOOD SERVICE DEPARTMENT
SHIFTS AND LUNCH PERIODS

- (12c) In the Food Service Department the work shift shall commence in the forenoon and extend through the noon-hour serving schedule, except for the night shift at the Food Service Building. The night shift at the Food Service Building shall commence at 11 p.m. and end at 7:20 a.m. Lunch period of twenty (20) minutes shall be scheduled by the employee's immediate supervisor on the employee's own time. The Board shall furnish the food for the Food Service Department for the employees' lunches. These shift schedules will prevail except when changed by a specific bulletin issued by the Board.
- (12d) Time Clock Procedures: Each employee must punch his time card in when he arrives for work and out when he leaves work. All employees regularly assigned to a building must punch out for lunch and in upon return.
- (12e) Lunch Periods--Maintenance and Operational: Paid lunch periods of twenty (20) minutes for those employees who cannot leave their jobs will be scheduled during the working day approximately midway in the shift. All other employees in the Maintenance and Operational Department will be assigned a lunch period of thirty (30) minutes on their own time approximately midway in the shift.
- (12f) The principal shall schedule Attendants to achieve maximum utilization of their services, between the hours of 7:00 a.m. and 5:00 p.m.
- (12g) Durant-Tuuri-Mott Attendants shall be entitled to a scheduled nonpaid lunch period.

REST PERIODS

- (13) Each employee shall be granted a fifteen (15) minute rest period during each four (4) continuous hours worked. Supervisors will plan work so as to permit rest periods. Employees may not lengthen lunch periods, other rest periods, start work later or leave work earlier because of having missed a rest period.

COMPENSATION

- (14) Basic Rate: Each employee shall be paid the straight hourly rate set forth in Appendix A for the classification and grade to which he is assigned, except as herein otherwise provided.
- (14a) Overtime: All hours worked in excess of eight (8) hours in any one (1) day and in excess of forty (40) hours in the standard work week, all hours worked on any shift which starts on Saturday or Sunday, except for employees whose regularly scheduled Monday shift starts on Sunday after the hour of 10:15 p.m. and except for employees assigned to seven (7) day work week schedules and all hours worked during a paid holiday shall be paid at the rate of one and one half times the basic hourly rate plus the cost of living allowance.

Overtime hours will be equalized within classification and within each building.

When an employee refuses overtime work or accepts it and fails to report, the employee is to be charged with the overtime hours.

Equalization of hours on a continuous basis and hours shall be kept equal at all times, except that supervisors shall be permitted to deviate up to eight (8) hours when placing the call for overtime for emergencies. Emergencies shall be deemed to be overtime calls from 4:00 p.m. to 7:00 a.m. of the next succeeding work day. In selecting employees for overtime work, low-hour employees shall be asked first, etc., until the required number of employees needed for the overtime work have been selected. For overtime purposes, it is the responsibility of each employee to furnish his immediate supervisor with a correct telephone number. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.

The time of all relief men shall be kept posted and equalized at the Court Street Building, except if any relief man works over five (5) continuous days at any building, he shall be entitled to overtime hours in that building. He will start with high hours on the overtime chart.

Nothing herein shall be construed to prevent the Board from assigning properly classified relief men on a straight-time basis, in lieu of assigning building men to overtime. In the event no properly classified employee is available or can be contacted, the Board may assign any employee to do the work.

Equalization charts shall be maintained and posted on a bi-weekly basis. Supervision shall be required to post on overtime sheet, date, telephone number, time called for overtime. If employee is called three different dates and does not answer, he will be charged for the overtime hours worked during the period covered by the third call.

The posting of the equalization chart on which low overtime employees shall be placed on the top of the list shall establish the priority for overtime calls for the next succeeding two week period.

Employees who have exhausted their sick and emergency leave and are removed from the payroll will be placed on high overtime upon their return to work.

Employees who have not exhausted their sick and emergency leave and who have been out 23 continuous working days will be placed on high overtime upon their return to work.

Employees who are on unpaid leaves of absence as provided for in the Master Agreement and are off payroll for a period of 23 continuous working days will be placed on high overtime upon their return to work.

Employees who are on the following paid leaves of absence, workmen's compensation, jury duty, and military service, for a period in excess of 23 working days will be placed on high overtime upon their return to work.

The equalization charts shall be posted at a mutually agreed place to assure adequate accessibility for all concerned.

Attendants who are requested by the principal to work overtime shall receive, in lieu of wages, time off equal to time worked. This compensatory time shall be used, if possible, within 30 calendar days of the date earned. If it is not possible to use the compensatory time within the 30-day period, the principal shall extend the time limit.

- (14b) Call-in Pay: All Maintenance and Operational 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.

All regularly scheduled Food Service 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.

- (14c) Shift Differentials: A premium of 10 cents per hour shall be paid to each employee who works a major portion of the second shift and 15 cents per hour to each employee who works a major portion of the third shift.

- (14d) Cost of Living Allowance: Each employee covered by this agreement shall receive a cost-of-living allowance of twenty-seven cents (27¢) per hour. The cost of living allowance shall remain at twenty-seven cents (27¢) per hour and shall not be reduced or increased for the duration of this agreement, July 1, 1975 to June 30, 1976.

The amount of the cost of living allowance shall be included in computing overtime premium, night shift premium, vacation payments, holiday payments, sick and emergency leave pay, and paid absence allowance.

- (14e) Longevity Allowance: A longevity allowance to start after ten (10) years of continuous service effective July 1, 1975, as follows:

<u>Continuous Years of Service</u>	<u>Percent added to base rate</u>
After the completion of 10 years through 15 years	1 percent
After the completion of 15 years through 20 years	2 percent
After the completion of 20 years	3 percent

Up to two (2) years of military service, and up to one (1) year of consecutive union leave will be credited for purposes of longevity allowance.

LEAVES OF ABSENCE

Paid Leaves of Absence

(15)

Vacations and Holidays: 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 wks.
5 through 10 years continuous service	3 standard work wks.
10 plus years continuous service	4 standard work wks.

All employees regularly assigned to work twenty (20) hours per week or more, but less than forty (40) hours per week, fifty-two (52) weeks per year, who have the required continuous years of service shall receive one-half (1/2) of the above paid vacation allowance in each year.

An employee may be paid in lieu of accrued vacation allowance, for up to one-half of the accrued vacation allowance.

No other employees shall receive paid vacations.

Vacation allowance shall be accrued on a monthly basis from the date of employment; provided that, any new employee who begins work on or before the 15th day of any month shall accrue six and two-thirds (6 2/3) hours vacation allowance for that month and any employee who begins work on or after the 16th day of any month shall accrue no vacation allowance for that month. All eligible employees shall be paid accrued and unused vacation time upon the termination of employment.

Vacation allowance may not be accumulated.

Vacations are considered a matter of right, and each employee shall be eligible to take his vacation during the year, after the close of the year in which it is earned, upon one hour notice before the start of a shift for 16 hours or less, 3 days notice for more than 16 hours up to and including 40 hours, one week notice for more than 40 hours of vacation. All notices for more than 16 hours of vacation are to be in writing, with forms provided by the Board, to the immediate supervisor. Paid holidays to which an employee is entitled under this Agreement shall not be counted as vacation time.

Vacation allowance shall be granted in not less than one-half (1/2) day increments.

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, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, December 24, Christmas Day, and December 31.

All Food Service employees, except temporary employees, shall be paid for the following holidays:

New Year's Day
Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

All Durant-Tuuri-Mott Attendants except temporary employees shall be paid for the following holidays: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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

(15a) Paid Sick and Emergency Leaves: Combined sick and emergency leaves shall be granted annually as follows:

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.

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.

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

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.

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

Sick and emergency leave credit provided in Paragraph (15a) 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.

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 regularly assigned work year. No employee may use sick and emergency leave while on vacation or while on unpaid leave of absence.

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.

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.

Sick and emergency leave may be used for the following purposes:

- (1) Personal Illness: An employee claiming leave for personal illness, before being entitled to sick pay shall, after the fifth (5th) working day of absence, submit to his immediate supervisor his physician's written statement which shall indicate the nature and estimated duration of the illness. Before an employee may return to work after an illness of more than five (5) days duration, a statement shall be submitted to the employee's immediate supervisor from the employee's doctor certifying that the employee is capable of returning to work.

- (2) Serious Illness or Death of a Member of the Immediate Family: When emergency leave is claimed for serious illness or death of a member of the employee's immediate family, such leave shall be granted automatically for a period not to exceed five (5) working days. Such leave may be extended automatically for a period not to exceed three (3) additional working days when serious illness of member of the employee's immediate family is followed by death. Such leaves may be further extended with the approval of the Sick and Emergency Leave Committee. Before payment is made for such leaves the employee shall submit emergency leave application on the appropriate form to his immediate supervisor.

The immediate family shall 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, and first cousin.

- (3) Unusual "Hardship" Cases: Leaves claimed because of quarantine shall be granted automatically upon written recommendation of the employee's immediate supervisor. Leaves claimed for catastrophe, such as fire, flood, tornado, and accidents, shall be granted automatically upon written recommendation of the employee's immediate supervisor for a period of not more than one (1) day. Such leaves may be extended with the approval of the Sick and Emergency Leave Committee.

All other leaves claimed for "unusual hardship" reasons may be granted upon written application to the Sick and Emergency Leave Committee.

- (4) Sick and Emergency Leave Committee: An employee who is absent in excess of his accrued sick and emergency leave days shall submit to the Sick and Emergency Leave Committee a form, supplied by the Board, stating the reason for the absence. The form is to be submitted to the immediate supervisor who will submit the form to the Sick and Emergency Leave Committee.

The disposition of the Sick and Emergency Leave Committee will become a part of the employee master personnel file.

If not approved by the Committee it shall be considered as excess absenteeism and shall be subject to disciplinary action as a warning, and the second time as a serious offense.

The Committee shall consist of three (3) employees appointed by the Union and three (3) persons appointed by the Board. The Director of Labor Relations or his designee shall be an Ex Officio member of the Committee. A quorum for a meeting of the Committee shall be six (6) people

Either the Board or the Union may send representatives by proxy.

The decision of the Sick and Emergency Leave Committee shall not be subject to a grievance.

- (15b) Compensable Illness and Injuries: All employees in the bargaining unit are covered by the Michigan Workmen's 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 Workmen's Compensation against 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, exclusive of shift differential.
- (15c) 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 employment shall be paid by the Board an amount equal to the difference between the amount of wages (excluding shift differential) the employee would otherwise have earned by working during straight-time 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 reports or performs jury duty or is in court or before an administrative tribunal as a witness and on which 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 therefor.

(15d) Military Service: When an employee who is now or hereafter becomes a member of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve, is called to active duty during his regularly assigned work year, he shall be paid the difference between his straight time daily rate, exclusive of shift differential, and the allowance of the State of Michigan or other governmental authority having charge of such service for a period not to exceed two (2) standard work weeks. Before such payment shall be made, the employee must file in the Office of Staff Personnel and Labor Relations a letter from his Commanding Officer stating the period of active duty and the allowance paid to the employee by the State of Michigan or other governmental authority, for such service. Such payment shall not be charged against the employee's sick and emergency leave allowance.

(15e) Forfeiture of Paid Leave: All accumulated sick and emergency leave shall be forfeited upon the resignation or discharge of an employee. All employees who retire after reaching the mandatory retirement age and all employees who retire at any time if at retirement such employees qualify for and receive 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:

Up to 60 days - full straight time daily rate exclusive of shift differential

61 to 120 days - One-half of straight time daily rate exclusive of shift differential

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

Unpaid Leave of Absence

(15f) Extended Leaves: Any employee whose personal illness extends beyond the period compensated under sick and emergency leave provisions of this Agreement shall be granted extended unpaid leave for six (6) months from and after the last day of paid sick and emergency leave, renewable at six (6) month intervals for a period not to exceed twenty-four (24) months in total. The employee shall, upon demand, present proof of continuing illness. If the Board requires a physical examination by a physician designated by the Board, the Board shall bear all expense thereof. Extended illness leaves for longer than twenty-four (24) months may be granted only by mutual consent of the parties to this Agreement. Failure to approve such leave for longer than twenty-four (24) months shall not be the subject of grievance. Employees shall not accept other employment while on extended illness leave unless permission has been granted by the Board, prior to the acceptance of such employment. The Board shall not withhold its permission,

provided the work to be performed is not available through the Board and/or is not of such a nature that it will aggravate the cause of the employee's absence. Any employee who accepts other employment while on extended illness leave without the permission of the Board shall be discharged.

- (15g) Maternity Leave: Employees may be required to take maternity leave at any time after the fourth month of pregnancy. No employee shall be permitted to return to work after the termination of pregnancy until at least ninety (90) days have passed and then only upon receipt of a written medical report approved by the school physician that the mother is physically fit to return to work. Such report shall be submitted to the Office of Staff Personnel and Labor Relations. Maternity leave shall be extended for a period not to exceed six (6) months after the 90th day following the termination of pregnancy upon written application to the Office of Staff Personnel and Labor Relations.
- (15h) 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 immediate supervisor at least two (2) working days before such religious holiday.
- (15i) Military Leave: Unless circumstances have so changed as to make it impossible or unreasonable to do so, any employee who has heretofore left or who hereafter leaves other than temporary employment with the Board to serve in the Armed Forces and who receives an honorable discharge and applies for a position within ninety (90) days after such discharge shall be re-employed to a position of like nature, seniority, status, and pay as that which he held immediately prior to his entry into the Armed Forces within thirty (30) days after such application. If such a position is not readily available, an adjustment in the work force will be permitted to accommodate such employee. Such employee shall be re-employed without loss of status or seniority and shall be entitled to participate in all benefits then granted by the Board. Such employee shall not be subject to discharge for a period of one (1) year except for just cause.
- (15j) Study Leave: The Board may grant, upon written application, a leave of absence for study for one (1) year without pay.
- (15k) Union Leave: Unpaid leave of absence for Union business shall be granted for not to exceed two (2) years per employee, upon written application to the Office of Staff Personnel and Labor Relations; provided that, no more than four (4) employees shall be absent on Union leave at any one time.

(15-1)

Other Unpaid Leave: Unpaid leave of absence may be granted for other justifiable reasons by the head of the department to which the employee is assigned upon written application therefor. Leaves under the category of "Other Unpaid Leave" for longer than thirty (30) days may be granted upon application in writing to the Office of Staff Personnel and Labor Relations. Such leaves may be granted for not more than sixty (60) days in total and only on the written approval of the Office of Staff Personnel and Labor Relations and only when the services of the employee are not immediately required and there are employees available in the department capable of doing his work. An employee who accepts employment while on leave under this paragraph will be discharged.

(15m)

Personal Leave: Effective July 1, 1973, employees having completed ten (10) continuous years of service shall be entitled to a personal leave of 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 complete year.

During such leave the employee will not accrue seniority.

An employee will only be allowed one (1) such leave while employed by the Board of Education.

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 Fringe Benefit Counselor for the procedure required to convert the Group Life Insurance and the Group Hospitalization Insurance to a direct pay basis with the insurance companies.

No more than nine (9) employees may be granted a personal leave at any one time. The allocation of these leaves shall be as follows:

No more than two (2) employees from any one classification may be granted a personal leave at any one time.

Leaves under this category may be granted only upon application in writing to the Office of Staff Personnel and Labor Relations and on approval of the Director of Building and Grounds in Maintenance and Operational Department and the Director of Food Service in the Food Service Department and Principal of Durant-Tuuri-Mott for the Durant-Tuuri-Mott Attendants.

Return from such leave will be in accordance with paragraph 15o, page 34.

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.

All applications for personal leave shall be made no less than thirty (30) calendar days prior to the effective date of such requested leave.

(15n)

Miscellaneous: Unpaid leave of absence, except military leave, shall be granted only after the completion of probationary service. Employees on unpaid leave of absence shall not receive years of service credit for salary increments or for progression within any classification for which a progression track has been or may hereafter be established; provided that, employees on military service leave shall receive years of service credit towards salary increments and for advancement on the progression track if the Board shall determine that the employee's military training is equivalent to the training required for advancement in such progression track.

(15o)

Returning from Leave of Absence: An employee returning from paid leave of absence shall be returned to his former position and classification except for those employees on Workmen's Compensation leaves which are longer than one (1) year. All employees returning from unpaid leaves of absence or Workmen's Compensation leaves for longer than one (1) year shall be re-employed upon the same terms and conditions and in the same manner as employees who are recalled after being laid off.

Any person returning from extended leave of absence for personal illness for a period no longer than six (6) months to a protected job as stipulated in paragraph 9h, page 11, shall be placed in his former classification, job, and position, and pay, but any extended leave for personal illness for longer than six (6) months shall be re-employed upon the same terms and conditions as in the same manner employees who are recalled after being laid off.

(15p) Seniority: Seniority shall not accrue to any employee on unpaid leave of absence except as follows:

Military leave

First six (6) months of any unpaid sick leave
During the period up to two years of leave for
Union business, the employee taking such leave
will return to the same classification grade
and pay level he held prior to the Union leave
First thirty (30) days of personal leave under
the category of "other unpaid leave"
First thirty (30) days of any leave for study

Seniority shall accrue during all paid leaves including
Workmen's Compensation leaves.

(15q) Requests for Leave: Except in emergencies or herein otherwise provided, an employee desiring unpaid leave of absence shall apply to the Office of Staff Personnel and Labor Relations for such leave at least fourteen (14) days prior to the date on which leave is to commence if such leave is to extend beyond fourteen (14) days.

Requests for leaves of absence of fourteen (14) days or less shall be made at least two (2) working days prior to the date on which leave is to commence except as herein otherwise provided. All requests for leave of absence and all dispositions thereof shall be in writing on appropriate forms.

DISCIPLINE OF EMPLOYEES

(16) 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.

Copies of warnings and reprimands will be distributed to the Staff Personnel and Labor Relations Office, employee, and the Union. Serious breaches of conduct or failure to meet job responsibilities may lead to instant suspension leading to dismissal. Less serious offenses, incidents of which may accumulate within a given period of time may lead to suspension and dismissal. Term "serious offenses" shall include, but not be limited to, the following:

Leaving job assignment during working hours without
permission
(Warning to three (3) weeks layoff)

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

Falsification of personnel or other records
(Reprimand to discharge)

Falsifying time cards of his or other employees
(Warning to discharge)

Possessing concealed, unauthorized weapons or
explosives on Board property
(Reprimand to discharge)

Theft
(Discharge)

Sleeping on the job during working hours
(Warning to discharge)

Fighting on board property at any time
(Reprimand to discharge)

Immoral conduct or indecency
(One week to discharge)

Insubordination (except in instances where safety
is involved in carrying out an assignment)
(Reprimand to discharge)

Making false, vicious, or malicious statements
about any employee or supervisor
(Warning to discharge)

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

Conduct unbecoming a school employee
(Reprimand to discharge)

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

Less serious offenses shall include but not be limited to:

Contributing to unsanitary conditions or poor
housekeeping
(Warning to discharge)

Engaging in horseplay, running, scuffling, or care-
lessly throwing things
(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)

Ringling the time card of another employee

(Warning to discharge)

Abuse, misuse, or deliberate destruction of Board property, tools, equipment, or personal property of any employee in any matter

(Warning to discharge)

Receipt by Board of a wage assignment, or valid garnishment against employee's wages (more than three (3) in a twelve-month period)

(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. This should be done at least one (1) hour before start of shift.

(Warning to discharge)

Unkempt appearance

(Warning to discharge)

Reprimand and warning reports issued for less serious 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. At the end of any six (6) month period during which the employee has had a record clear of any other reports, all reports for less serious offenses shall be removed from the employee's personnel record and returned to the employee at his request. Reprimand reports issued for serious offenses will remain in effect for a period of eighteen (18) months unless the employee has received more than two (2) such reports within the eighteen (18) month period. If more than two (2) such reports have been issued, the administration may proceed to suspend the employee and/or process dismissal. At the end of any eighteen (18) month period during which the employee has had a record clear of any other reports, all reports for serious offenses shall be removed from the employee's personnel record and returned to the employee at his request.

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.

WORKING CONDITIONS AND SAFETY

- (17) 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 responsibility to himself, his fellow employees, and the Board in the prevention of accidents.
- (17a) Safety Committee: A safety committee consisting of four (4) members shall be established. Two (2) of the members shall be selected by the Union and two (2) shall be selected by the Board. Their names shall be certified to the Board and the Union respectively, in writing. The members of the committee shall serve until removed by their appointive authority. The committee shall determine and administer safety rules and regulations. It shall have the authority to recommend disciplinary action for Board employees, including supervision, who fail to comply with adopted safety rules and regulations.
- (17b) The provisions of this contract shall be applied to all employees covered by this Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious, or political affiliation, union membership or activity.
- (17c) Chauffeur License Requirement: All persons holding the classification of Bus Driver and Truck Driver shall be required to obtain a chauffeur's license and to keep them currently in effect.

SAFETY DEVICES

- (18) The Board agrees to provide at its own cost, where necessary, hard hats, safety goggles, masks, and goggles for welders, protective gloves for electricians, and such other safety devices, except safety shoes, as may be determined to be necessary by the safety committee.

HEALTH AND WELFARE

(19) Group Life Insurance: The Board shall provide, without cost to each full-time 39 to and including 52-week Maintenance and Operational employee, Group Life Insurance protection which shall pay to the employee's designated beneficiary the sum of \$6,000 upon death and in the event of accidental death, a sum of \$12,000.

Each Maintenance and Operational employee regularly assigned to work less than full time but one-half time or more, 39 to and including 52 weeks (daily or weekly basis of assignment), shall be entitled to one-half the amount set forth above.

No other employees shall be entitled to this insurance coverage.

For each Food Service Department employee regularly assigned to work from 5 1/2 to 8 hours per day for the school year established by the school calendars, the Board shall provide, without cost to the employee, Group Life Insurance protection, which shall pay to the employee's designated beneficiary the sum of \$6,000 upon death and in the event of accidental death, a sum of \$12,000; and for employees of said department regularly assigned to work from 4 to 5 1/2 hours per day, the Board shall provide, without cost to the employee, Group Life Insurance protection which shall pay to the employee's designated beneficiary the sum of \$3,000 upon death and in the event of accidental death a sum of \$6,000.

No other employees shall be entitled to this insurance coverage.

The Board shall provide, without cost to each full-time 39 to and including 52 week Durant-Tuuri-Mott Attendant, Group Life Insurance protection which shall pay to the employee's designated beneficiary the sum of \$6,000 upon death and in the event of accidental death, the sum of \$12,000. Each D-T-M Attendant regularly assigned to work less than full time but one-half time or more, 39 to and including 52 weeks (daily or weekly basis of assignment), shall be entitled to one-half the amounts set forth above.

(19a) Hospitalization and Medical Insurance: The Board will pay the premium for the Blue Cross-Blue Shield MVF-2 plus Master Medical Program, Option I, plus \$2.00 co-pay prescription coverage for each regularly assigned full-time 39 to and including 52 week Maintenance & Operational Department employee for the contract years 1973-74 and 1974-75, effective with the September 1973 fringe benefit payment. In the event any eligible employee does not desire the Blue Cross-Blue Shield coverage, the cost of a single subscription MVF-1 plus Master Medical, Option I, Program may be applied to other insurance approved by the Board. Each Maintenance & Operational Department employee regularly assigned to work less than full time but one-half time or more, 39 to and including 52 weeks (daily or weekly basis of assignment), shall be entitled to one-half the amount set forth above.

No other employees shall be entitled to this insurance coverage.

For each Food Service Department employee regularly assigned to work from 5 1/2 to 8 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 One Hundred Forty-four Dollars (\$144) per year; and for employees of said department regularly assigned to work from 4 to 5 1/2 hours per day, the Board shall apply toward the purchase of such insurance the sum of Seventy-two Dollars (\$72) per year.

Blue Cross-Blue Shield MVF-2 plus Master Medical Program, Option I, plus \$2.00 co-pay prescription coverage and the optional fringe benefit, whichever applies, shall be paid for each full-time Maintenance & Operational Department employee and the fringe benefit of One Hundred Forty-four Dollars (\$144) shall be paid for each full-time Food Service employee who is on unpaid leave of absence due to injury or illness and for each employee on Workmen's Compensation, up to a maximum of six (6) months from the date said employee is removed from payroll. Maintenance & Operational Department employees regularly assigned to work less than full time but one half time or more, 39 to and including 52 weeks (daily or weekly basis of assignment) and Food Service employees regularly assigned to work from 4 to 5 1/2 hours per day for the school year who are on unpaid leave as described above shall receive one half of the benefits described above.

The Board will pay the premium for the Blue Cross-Blue Shield MVF-2 plus Master Medical Program, Option I, plus \$2.00 co-pay prescription coverage for each regularly assigned full-time, 39 to and including 52 week Durant-Tuuri-Mott Attendant. In the event any eligible employee does not desire the Blue Cross-Blue Shield coverage, the cost of a single subscription MVF-1 plus Master Medical, Option I, Program may be applied to other insurance approved by the Board. Each Durant-Tuuri-Mott Attendant regularly assigned to work less than full time but one-half time or more, 39 to and including 52 weeks (daily or weekly basis of assignment), shall be entitled to one-half the amounts set forth above.

No other employees shall be entitled to this insurance coverage.

(19b) Disability Insurance: The Board will provide, at its own expense, to all regularly scheduled employees who are employed for at least thirty (30) hours per week on a 39 to and including 52 week basis, a long term disability insurance plan. Said plan shall provide benefits after thirty (30) consecutive paid scheduled working days of disability due to an accident or sickness. The disability insurance shall pay benefits of sixty percent (60%) of regular weekly salary to cover employees upon exhaustion of the aforesaid waiting period for a period not to exceed two (2) scheduled years.

It is agreed that the coverage stipulated to in Paragraph 19b will apply only to full time employees and no other employees shall be entitled to this disability insurance. It is understood that said full-time employees will not be eligible for loss of time benefits through the Board, other than of the type described above.

It is understood that employees qualifying under the terms and conditions of the Board's long term disability program will be placed on leave and will not have the option of pro-rating sick days while drawing benefits under the aforementioned program; and that further, for purposes of payroll continuance, a participating employee will remain as if on payroll through the period that would have been covered by the affected employee's accumulated sick leave, had such sick days been utilized on a full-day basis during the period of disability.

Employees ineligible for benefits under the Board's long term disability coverage, under the terms and conditions stipulated to herein, who were previously eligible for disability insurance under Paragraph 19b and subsequent sub-paragraphs, shall receive a dollar amount equal to a monthly rate of four dollars and sixty cents (\$4.60) times the number of months worked per year, to be used for other insurance approved by the Board.

The Board will take immediate steps to effectuate the coverage and procedures stipulated to in this paragraph, under the terms and conditions set forth herein, and that upon commencement of said coverage, all coverage presently provided to eligible employees under the Board's current short term disability policy as provided for in the 1972-74 Master Contract as Extended, between the parties, shall become null and void and otherwise cease to be binding.

It is further understood that the disability coverage and other terms and conditions set forth herein will supercede any previous Board commitment to disability coverage, be it contractual or as a result of previous practice.

(19c)

Dental Insurance: The Board shall provide for all regularly scheduled full-time employees who are employed at least thirty (30) hours per week on a 39 to and including 52 week basis, effective January 1, 1976, a dental care insurance plan for the 1975-76 contract year. It is agreed that the difference between the pro-rata cost of the dental package for 1975-76 (January-June, 1976), and the annualized cost of said package in 1976-77 will be used as an offset against any wage increase granted in 1976-77. It is further agreed that such plan shall provide a benefit level of eighty percent (80%) of Class I and eighty percent (80%) of Class II 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.

The dental insurance benefits provided for under this provision shall not be granted to any employee who is insured under any group dental plan which is paid by any other employer, or who is covered under the Board's dental plan at the time of enrollment.

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.

- (19d) Retirement: The Board shall contribute for each bargaining unit member the five percent (5%) employee contribution to the Michigan Public School Employees Retirement System.

WORK BY SUPERVISORS

- (20) Supervisory employees shall not perform work on any job covered by this Agreement except in the following types of situations:

In emergencies when regular employees are not immediately available

In instruction and training of employees

- (20a) The Board may, however, continue to employ not more than two (2) working group leaders in the maintenance & operational division.
- (20b) The provision of Paragraph (20a) shall not be used in such a way as to permit a supervisor or employee not covered by this Agreement to prevent an employee covered by this Agreement from working overtime.
- (20c) The heading "Work by Supervisors" shall be changed to read "Work by Principal" where referring to the Attendants at Durant-Tuuri-Mott.

BULLETIN BOARDS

- (21) Bulletin boards shall be erected in a conspicuous place in all buildings where maintenance & operational, food service, and D-T-M attendant employees work and shall be used for the purpose of posting notice of Union business or activities. In no case shall obscene or scurrilous printed or written matter be placed on any bulletin board. All materials posted on bulletin boards shall indicate the organization responsible for the material and clearly indicate the author's identity. Bulletin boards used for the above purpose shall be in areas not commonly frequented by students.

BOARD AND UNION RIGHTS

- (22) The maintenance & operational, food service, and D-T-M attendant employees and the Union as their exclusive bargaining representative 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 statutes now or hereafter enacted except as expressly limited by the terms of this Agreement.
- (22a) The Board hereby retains and reserves unto itself without limitation all the powers, rights, authority, duties, and responsibilities conferred upon or vested in it by the laws and the Constitution of the State of Michigan and of the United States except as expressly limited by terms of this Agreement.
- (22b) Building cleaning services shall be performed by members of the bargaining unit provided that the Board may continue to employ the services of outside contractors for such services so long as the number of square feet of building space so contracted shall not exceed the maximum number of square feet thus contracted at any time between September 1, 1969 and June, 1970.

EFFECT OF LEGISLATION

- (23) 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.

STRIKES AND SANCTIONS

- (24) Neither the Union nor any persons acting in its behalf will cause, authorize, or support, nor will any of its employees take part in, any strike or stoppage of work for any purpose whatsoever in any matters which are covered by the grievance procedure which the Union recognizes as the sole remedy for adjudication of grievance.
- (24a) The Union will not support the action of any employee taken in violation of Paragraph (24) nor will it directly or indirectly take reprisals of any kind against any employee who continues or attempts to continue the proper performance of his duties or who refuses to participate in any of the activities prohibited by Paragraph (24).
- (24b) Violation of Paragraph (24) by any employee or group of employees will constitute just cause for discipline up to and including discharge.
- (24c) The Board, in the event of violation of Paragraphs (24) and (24a) will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Union.

MISCELLANEOUS

- (25) Entire Agreement: This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the terms 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.
- (25a) 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 E. Kearsley Street, Flint, Michigan, 48502, 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 1120 N. Chevrolet Avenue, 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 his last address recorded in the Board's Office of Staff Personnel and Labor Relations. It shall be the responsibility of employees to notify the Office of Staff Personnel and 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.

- (25b) Maintenance Tool Allowance: A tool allowance shall be granted in an amount not to exceed \$2,000 during contract year 1975-76 and up to a maximum of \$50.00 a man for the trades of Carpenter, Electrician, Repairman, Glazier, Lock and Key Control, Mason Plasterer, and Truck Mechanic.
- (25c) Supervision Returning to the Bargaining Unit: Any member of the bargaining unit at the time of promotion to supervision and who subsequently requests or is requested by management to return to the bargaining unit shall return to the same class, grade, seniority, and pay level he held prior to his appointment to supervision.
- (25d) The following provisions of this Agreement shall not be applicable to Attendants at the Durant-Tuuri-Mott Community School:

<u>Page Number</u>	<u>Item</u>
10	9g
16	11d
17	11e
23	14a
25	14b
25	14c
26-27	15
31 (first sentence only of 15e applies)	15e
39 (1st thru 5th paragraph only)	19a

TERM OF AGREEMENT AND RE-OPENER

- (26) 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, 1976.
- (26a) Notice of intent to re-open 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 re-open the Agreement on or before May 15, 1976 and negotiations shall commence as soon thereafter as shall be feasible.

(26b)

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, agent, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

SERVICE EMPLOYEES INTERNATIONAL
UNION

BOARD OF EDUCATION OF THE CITY
OF FLINT

By _____
Its President

By Paul D. Newman
Its President

By _____
Its Unit Chairperson

By Roger K. Allen
Director, Labor Relations

HOURLY RATE COMPENSATION SCHEDULE FOR MAINTENANCE AND OPERATIONAL EMPLOYEES, 1975-76

<u>Method of Progression</u>	<u>Occup. Level</u>	<u>(40-hour Standard Work Week)</u>		<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>Hours per week</u>
		<u>Beginning Rate</u>	<u>Rate after 6 months</u>	<u>Rate after 1 year</u>				
<u>I. Apprenticeship</u>								
Electrician	14	4.65	4.69	4.73	5.13	5.51	5.89	40
Plumber	13	4.65	4.69	4.73	5.06	5.45	5.82	40
Carpenter	12	4.65	4.69	4.73	5.00	5.41	5.76	40
Painter	10	4.70	4.76	4.81	5.05	5.68		40
<u>II. On-the-Job Training</u>								
Air Cond. Technician	13	4.65	4.69	4.73	5.06	5.45	5.82	40
General Repairman	13	4.65	4.69	4.73	5.06	5.45	5.82	40
Mason-Plasterer	13	4.65	4.69	4.73	5.06	5.45	5.82	40
Truck Mechanic	13	4.65	4.69	4.73	5.06	5.45	5.82	40
Welder	13	4.65	4.69	4.73	5.06	5.45	5.82	40
Roofer	12	4.73	4.80	4.83	5.02	5.33	5.78	40
Food Pkg. Machine Rprmn.	12	4.65	4.69	4.73	5.00	5.41	5.76	40
Repairman	12	4.65	4.69	4.73	5.00	5.41	5.76	40
Lock and Key Control	11	4.65	4.69	4.73	4.92	5.30	5.71	40
Glazier	11	4.65	4.69	4.73	4.92	5.30	5.71	40
Wall Washer	9	4.65	4.69	4.73	4.92	5.26	5.68	40
Mtr. Equipment Opr.	8	4.45	4.48	4.55	4.71	5.05	5.34	40
Auditorium Technician	7	4.98	5.03	5.06				40
<u>III. Responsibility</u>								
Maintenance Clerk	8	5.24	5.28	5.32				40
Receiving Clerk	8	5.24	5.28	5.54				40
Fireman	6	4.47	4.53	4.58	4.71	5.16		40
Receiving Assistant	5	4.91	4.95	5.24				40
Stockroom Assistant	5	4.91	4.95	5.24				40
Warehouse Serviceman	4 3/4	4.94						40
Bus Driver	4 1/2	4.71						40
Truck Driver	4 1/2	4.71						40
Warehouseman	4 1/2	4.71						40
Yardman	4 1/2	4.71						40
Pool Attendant	4 1/2	4.58	4.61	4.64				40
Mail Clerk	4	4.47	4.53	4.58				40

APPENDIX A

(40-hour Standard Work Week)

				I	II	III	IV
	<u>Method of Progression</u>	<u>Occup. Level</u>	<u>Beginning Rate</u>	<u>Rate after 6 months</u>	<u>Rate after 1 year</u>		<u>Hours per week</u>
III.	<u>Responsibility (con't)</u>						
	Custodian II	4	4.47	4.53	4.58		40
	Laborer II	4	4.47	4.53	4.58		40
	Laborer I	3	4.31	4.34	4.38		40
	Custodian I-B	3	4.31	4.34	4.38		40
	Custodian I-A	2	4.11	4.15	4.18		As assigned
	Laundry Operator	1/2	3.06				As assigned
IV.	<u>Custodial</u>						
	Custodian II-E		4.71				40
	Custodian Engineer		4.92				40

Pay out of classification shall be allowed beginning the second continuous working day.

APPENDIX A

FOOD SERVICE EMPLOYEES HOURLY RATE COMPENSATION SCHEDULE, 1975-76

<u>Classification</u>		<u>Beginning Rate</u>	<u>Second Semester</u>	<u>Second Year</u>	<u>Third Year</u>	<u>Fourth Year</u>
Food Service II	\$	2.81	2.88	3.01	3.07	3.12
Food Service III		2.90	2.98	3.03	3.14	3.28
Food Service IV		3.01	3.07	3.12	3.26	3.37
Food Service V		3.12	3.18	3.26	3.37	3.51

Regularly scheduled Food Service Employees are granted two (2) additional days of employment per year -- the two Institute days.

Pay out of classification shall be allowed beginning the second continuous working day.

Regularly scheduled Food Service Employees of the Board of Education using their personal automobiles for delivering food will be reimbursed when such travel is authorized by their immediate supervisor. The rate of reimbursement will be 10 cents per mile.

Employees working extra time beyond their regular schedule shift will be paid for the job responsibilities they are willing to assume. Payment within classification for extra work performed will correspond to that employee's current year of service on the hourly rate compensation schedule.

APPENDIX A

D-T-M ATTENDANT HOURLY RATE COMPENSATION SCHEDULE, 1975-76

<u>Classification</u>	<u>Beginning Rate</u>	<u>Rate after 6 months</u>	<u>Rate after 1 year</u>
D-T-M Attendant	\$3.43	\$3.55	\$3.68

APPENDIX B

MAINTENANCE AND OPERATIONAL PROGRESSION TRACK

Apprenticeship Progression Track

<u>Classification</u>	<u>Occupational Level</u>	<u>Grade</u>			
Electrician	14	I	II	III	IV Journeyman
Plumber	13	I	II	III	IV Journeyman
Carpenter	12	I	II	III	IV Journeyman
Painter	10	I	II	III	Journeyman

On-the-Job Training Progression Track

<u>Classification</u>	<u>Occupational Level</u>	<u>Grade</u>			
Air Cond. Technician	13	I	II	III	IV
General Repairman	13	I	II	III	IV
Mason-Plasterer	13	I	II	III	IV
Truck Mechanic	13	I	II	III	IV
Welder	13	I	II	III	IV
Roofer	12	I	II	III	IV
Repairman	12	I	II	III	IV
Lock and Key Control	11	I	II	III	IV
Glazier	11	I	II	III	IV
Wall Washer	9	I	II	III	IV
Motor Equipment Opr.	8	I	II	III	IV
Auditorium Technician	7	I			

Responsibility Progression Track

<u>Classification</u>	<u>Occupational Level</u>	<u>Grade</u>			
Maintenance Clerk	8				
Receiving Clerk	8	I			
Fireman	6	I	II	III	
Receiving Assistant	5				
Stockroom Assistant	5				
Custodian	5	I	II	III	IV
		(Cust)	(Pool)	(Cust)	(Cust-)
		(II)	(Att.)	(II-E)	(Eng.)
Warehouse Serviceman	4 3/4				
Bus Driver	4 1/2				
Truck Driver	4 1/2				
Warehouseman	4 1/2				
Yardman	4 1/2				
Mail Clerk	4				
Laborer II	4				
Laborer I	3				
Custodian I-B	3				
Custodian I-A	2				
Laundry Operator	1/2				

APPENDIX B

FOOD SERVICE PROGRESSION TRACK

Classification

Food Service V
Food Service IV
Food Service III
Food Service II

APPENDIX B

D-T-M ATTENDANT PROGRESSION TRACK

Classification

D-T-M Attendant

APPENDIX C

MOTT FARM BUS MEMORANDUM

All buses shall be garaged at Court Street.

Bus driving related to the Farm Program shall be performed by bargaining unit members except for incidental driving. Incidental driving shall be defined as and limited to a maximum of one (1) round trip by any Farm Program counselor per day. Round trip shall be defined as:

- (a) Bus departure from Court Street;
- (b) Student pickup at a school;
- (c) Delivery of students to the farm;
- (d) Return of the students to their school; and
- (e) Return of the bus to Court Street.

The supervisor of bus drivers shall have a schedule of bus use for the Farm Program.

The farm will not schedule any bus driving by nonbargaining unit members for any field trips, except that driving assignments once offered to bargaining unit members and rejected may be offered to nonbargaining unit members.