

6/30/2000

# MASTER CONTRACT

*between the  
Board of Education of the  
City of Flint, Michigan  
and the  
Security Association*



FLINT  
COMMUNITY  
SCHOOLS

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*July 1, 1995  
through  
June 30, 2000*

*Flint Community Schools*

AGREEMENT BETWEEN  
BOARD OF EDUCATION OF THE CITY OF FLINT  
AND  
FLINT SECURITY ASSOCIATION

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AGREEMENT BETWEEN

BOARD OF EDUCATION OF THE CITY OF FLINT

AND

FLINT SECURITY ASSOCIATION

MICHIGAN EDUCATION ASSOCIATION/NATIONAL EDUCATION ASSOCIATION

THIS AGREEMENT entered into this first day of July, 1995, by and between the BOARD OF EDUCATION OF THE CITY OF FLINT, hereinafter called the "Board" and the FLINT SECURITY ASSOCIATION, MICHIGAN EDUCATION ASSOCIATION/NATIONAL EDUCATION ASSOCIATION, hereinafter called the "Union."

WITNESSETH:

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

WHEREAS, the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended from time to time, to follow those impasse procedures required by law and/or administrative agency, and to bargain in good faith with respect to hours, wages, terms and conditions of employment of Board personnel being fully described in Article I hereof, and

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

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

ARTICLE I

Recognition

- A. The Board hereby recognizes the Union as the exclusive bargaining representative for all bargaining unit members as set forth by the Michigan Employment Relations Commission in the Consent Agreement of April 10, 1989, Case No. L89 D-0292.

B. Definitions

1. 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.
2. Reference to male employees shall include female employees and reference to female employees shall include male employees.
3. Security personnel as defined in the recognition clause shall be referred to as bargaining unit members or employees throughout this agreement.

ARTICLE II

Membership, Fees and Payroll Deductions

- A. All members of the bargaining unit shall, as a condition of continued employment by the Board choose either:

1. To maintain membership in the Flint Security Association, MEA/NEA; or
2. To pay a representation fee equal to the amount of dues uniformly required of Flint Security Association, MEA/NEA members, less any amounts not permitted by law.

The Flint Security Association, MEA/NEA will certify annually to the Board the amount of said dues and the amount of representation fee to be deducted by the Board and that said representation fee include only those amounts permitted by law.

- B. During the term of this Agreement, the Board will honor written assignments of wages to the Union for the payment of Union dues, representation fees, initiation fees, and voluntary NEA/MEA PAC deductions. Such written assignments shall be in a form consistent with the laws of the State of Michigan and this Agreement.
- C. The Union shall notify the Executive Director of Business Affairs, in writing, of the amount of such membership dues and representation fees. The Board will cause such dues and representation fees to be remitted promptly to the Union, together with a written statement of the names of the employees for whom such deductions were made. Normally, deductions will be made on the last pay period of each month. In case of an error in such deductions, the Union will make proper adjustments of such errors with the employees concerned.

- D. All employees presently employed by the Board of Education shall make the above payments 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 beginning with the first full pay period after employment.
- E. Assignment of wages forms will be furnished to the Board by the Union. The Board shall inform each new employee hired, at the time of hiring, that failure to begin payment of Union dues or representation fees beginning with the first full pay period after employment will result in the deduction of the specified representation fees in a lump sum upon written Union notification to the Office of Employee Relations.
- F. The probationary period for new employees shall be ninety (90) work days, unless otherwise specified (See Article XIV).
- G. The Union shall indemnify the Board against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with provisions A, B, C and D of this Article.
- H. The Union agrees not to strike during the term of this Agreement. The Board agrees not to lock out any employee or employees during the term of this Agreement.

### ARTICLE III

#### Employee Rights

- A. The Employees and the Union, as the exclusive bargaining representative of the employees, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by terms of the Agreement.
- B. The Union and its members shall have the right to use school building facilities immediately at the close of school or at other times thereafter for business meetings, provided such facilities are available. Use for other than business meetings shall be in accordance with rental rules applicable to restricted membership organizations.
- C. The Union and its members shall be permitted use of a bulletin board in each building which shall be located to the extent possible in areas not frequented by students, provided all such information and material is identified with the organization's or the author's name. The Union shall be allowed to distribute informational materials to its members, provided all informational material is identified with the organization's or the author's name, and further provided a copy is always given to the building principal or

appropriate supervisor. Three (3) copies of any and all of the aforesaid informational material will be sent to the Office of the Director of Employee Relations.

## ARTICLE IV

### Board Rights

- A. The Board hereby retains and reserves unto itself, without limitation, except as expressly limited by the terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Illustrative of these rights are the following:
1. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
  2. To hire all employees and, subject to the provisions of this Contract and of the law, to determine their qualifications, and the condition of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
  3. To carry on an evaluation of program and to evaluate the effectiveness of individual employee performance;
  4. To adopt rules and regulations that are not in express conflict with the terms of this Contract;
  5. To determine the qualifications of employees, including physical conditions;
  6. The Board shall determine all methods and means to carry on the operation of the schools, including automation;
  7. The Board shall continue to have the exclusive right to establish, modify or change any condition except those covered by provisions of this Master Agreement. It is agreed that in the instance of a change of past practice or working conditions relating to non-economic factors in effect as of the ratification date of the Agreement and to which an official protest is made by the Union, the Board will consult with Union representatives regarding the change or modification.
- B. The Board shall not be arbitrary, capricious or discriminatory in the conduct of its rights under this Article.

## ARTICLE V

### Compensation and Fringe Benefits

- A. Employees shall advance from minimum to maximum salaries as set forth in the Salary Schedule (Appendix A) one step for each year of satisfactory employment. Where an employee receives an evaluation of unsatisfactory as per Article XIV-C and as reflected in his/her written evaluation, (s)he shall be subject to a salary freeze for one semester at the discretion of the Superintendent or his designee. The employee shall be re-evaluated at the end of the following semester, and, provided that his/her work is deemed to be satisfactory, shall then receive the one step and/or salary increment for the balance of that fiscal year. This section shall not preclude dismissal for cause.
- B. All full-time employees shall receive full payment of hospitalization insurance, in accordance with the plan adopted by the Board.

The Board shall offer a Health Maintenance Organization (HMO) program during the term of this contract. The Health Maintenance Organization(s) shall be an option that an employee may elect instead of the existing hospitalization plan referred to above, provided the premium rate does not exceed the highest rate of existing plans for the respective categories (single, two-person, full family, etc.).

The Board shall provide for each regularly assigned full-time employee eligible for and enrolled in Medicare Part A (hospitalization) and Part B (medical), the entire premium the bargaining unit member pays for his/her Medicare coverage, upon presentation of verification of premium payment to the Office of Staff Personnel Services. In no event shall the reimbursement for such premium exceed the premium amount paid by the Board for the bargaining unit member not eligible for Medicare coverage.

- C. All full-time employees shall have long-term disability insurance which will provide them with  $66 \frac{2}{3}$  percent of their daily rate of pay, payable to age 65, benefit payable after 45 consecutive calendar days of disability.
- D. All full-time employees shall be granted \$35,000 term-life insurance with accidental death and dismemberment premium.
- E. All full-time employees shall receive Class I, II, and III dental insurance benefits, as approved by the Board. A coordination of benefits program is included.
- F. Employees shall receive one sick day per month of active employment providing the individual is listed on payroll prior to the 16th day of the month.



The total unused portion of the annual sick and emergency leave allowance shall be permitted to accumulate indefinitely while the employee is actively employed. Sick leave accumulated prior to a leave of absence shall be credited upon return.

- G. All full-time employees may use a maximum of two days of personal business leave per year consistent with the provisions of Appendix E.

Any unused paid personal business leave shall accumulate as sick and emergency leave.

- H. A service increment of \$200 shall be paid after 15 years of Flint Community School experience to all full-time employees. A service increment of \$500 shall be paid after 20 years of Flint Community Schools experience to all full-time employees.

- I. A terminal leave payment of \$250 per year of service in the Flint School System shall be paid upon retirement to:

1. Any full-time employee who retires at the end of the school year in which he or she attains age 60.
2. Any full-time employee who has 20 years of service in the Flint School System, and who retires at the end of the contractual year in which he or she attains age 55 or at any time thereafter.
3. Any full-time employee who retires after reaching age 55, and who has 15 years of service in the Flint School System, if retirement is the result of ill health sufficient to qualify such employee for disability retirement under the Michigan Retirement System for Public School Employees Act.

- J. Any employee on this schedule who retires under the terms and conditions of paragraphs I.1 or I.2 shall receive \$45 additional terminal pay for each unused accumulated sick day for up to 135 days at the time of said retirement.

- K. All employees regularly scheduled to work less than full time but one-half time or more are entitled to receive fringe benefits equal to one-half the amount set forth in paragraphs B, C, D, F and G.

- L. Employees will be covered by the noncontributory plan of the Public School Employees Retirement Act (Act 135, P.A. 1945; as amended by Act 244, P.A. 1974).

- M. The Board shall provide all regularly assigned full-time employees the entire premium for vision insurance in accordance with plans adopted by the Board.

All employees shall be eligible for vision coverage from the Flint District, subject to the conditions set forth above, irrespective of whether they or their spouses have vision

coverage paid by any other employer. Employees with spouses employed by the Board that are covered by Board vision insurance, or employees with spouses employed elsewhere that are covered by vision insurance, shall be eligible for coordination of benefits through a 50% vision coverage plan so as to receive 100% coverage. In no case shall an employee receive less coverage than that provided by the Board's full vision insurance plan as a result of this provision.

- N. The benefits provided for under this Salary and Compensation Schedule shall not be granted to any employee who is insured under any group plan or plans providing like or similar benefits paid by any other employer or association, or who is covered under a like or similar Board plan at the time of enrollment unless expressly stated otherwise in this Salary and Compensation Schedule.
- O. It is fully understood that the Board is committed to the extent set forth in this Article to provide fringe benefits, subject to the limitations of the carrier(s), of the type and nature set forth herein or their reasonable equivalent, but in no way is the Board prevented from determining the carrier for said benefits.
- P. It is further understood that the Board, by payment of the premium required to provide the coverage set forth above, shall be relieved from all liability with respect to the benefits provided by the aforementioned insurance coverage.

## ARTICLE VI

### Inservice Education

The Board shall schedule inservice education, as needed, during the school year. The inservice course(s) shall be determined by the Superintendent's designated representative after consultation with the Union.

## ARTICLE VII

### Return to Work After Illness

Upon an employee's return to work after an illness of more than five (5) working days duration or for an employee to receive a paycheck after an illness of five (5) days duration, the employee will submit a Doctor's Verification of Illness or Disability Form (Appendix C) confirming fitness to return to work. In any instance where the immediate supervisor has reason to believe that an employee is using illness as an excuse for absence, the employee will present a Doctor's Verification of Illness or Disability Form. It is understood that prior to

the Board requiring an employee to present a Doctor's Verification of Illness or Disability Form for the reason of allegedly using illness as an excuse for absence, the employee will have been counseled in regard to sick day usage by the appropriate supervisor.

## ARTICLE VIII

### Working Year, Week and Hours

- A. The Board will establish work schedules, hours, and determine work assignments for all employees. Employees will be paid when students are attending class; and additionally, when students are not attending classes, as expressly stipulated by the Board, i.e., as the Board schedules work days and in-service time.
- B. The Board will not regularly expect employees to work in excess of the standard work week as determined by the employee's job description.

All hours worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in a standard work week shall be paid at the rate of one and one-half times the employee's basic hourly rate. All hours must be actually worked and performed in a bargaining unit assignment to be included in the overtime computation.

- C. Half-time security aides, when a compatible vacancy occurs, and subject to consideration of seniority, gender, and overall Board security needs, have the right to an assignment split between two buildings in order to become full-time security aides.

## ARTICLE IX

### Job Description

Written job descriptions will be made available to any employee upon request from the Office of Staff Personnel Services to define his/her responsibilities, and to facilitate the performance of his/her duties. The Board reserves the right to change work loads and job descriptions from time to time after consultation with the Union.

## ARTICLE X

### Leaves of Absence

#### A. Leaves of Absence With Pay

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

##### 1. Paid Personal Business Leave Days

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

Application for paid personal business leave days shall, except in emergencies, be made to the immediate supervisor at least two (2) days prior to the date of such leave on a form provided by the Board which is attached as Appendix E.

Paid Personal Business Leave Days may not be used on restricted days, except upon submission to the Security Aide's immediate supervisor proof that the reason for the request is for one set forth above.

##### 2. Jury Duty and Court Service

An employee who is summoned and reports for jury duty as prescribed by applicable law or who is subpoenaed to serve as a witness in a court action involving the Board of Education or arising out of his/her employment, and upon providing proper notice to the employee's immediate supervisor, shall be paid by the Board an amount equal to the difference between the amount of the wages the employee would otherwise have earned by working during regularly scheduled hours for the Board on that day and the daily jury fees or witness fees paid or ordered paid by the Court (not including travel allowance or reimbursement of expenses) for each day on which he/she reports or performs jury duty or is in court or before an administrative tribunal as a witness and on which he/she would otherwise have been

scheduled to work for the Board. Such leaves shall not be charged against the employee's sick and emergency leave allowance. The employee shall, upon demand, submit proof of such service and the amount of pay therefor.

3. Compensable Illness and Injuries

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

4. Holidays

Bargaining unit members shall be granted the following holidays in accordance with plans adopted by the Board:

Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Day  
Martin Luther King Jr., Day  
Good Friday  
Memorial Day

5. Release Time

Union officials may be granted a paid leave of absence for attendance at professional and union conferences not to exceed a total of twelve (12) days in the 1995-96 school year, fourteen (14) days in the 1996-97 school year and fifteen (15) days beginning in the 1997-98 school year. There shall be no deduction from any salaries, provided that the Union shall pay the cost of any necessary substitutes at the prevailing security substitute hourly rate. The Union shall not be liable for the substitute's retirement or FICA. The Union, Flint Security Association, MEA/NEA, will be billed by the Board. A request form shall be submitted to the Office of Employee Relations at least one (1) week prior to the conference day requested.

B. Leaves of Absence Without Pay

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

1. Employees on leave of absence for other than military service shall not receive years-of-service credit toward salary increments for the period of the leave. An experience increment may be recommended by division heads, subject to approval by the Executive Director of Staff Personnel Services, for employees who are on an approved leave for study.
2. Employees may not accumulate sick and emergency leave during leave of absence. Sick and emergency leave accumulation previous to leave of absence shall be credited upon return.
3. Except in emergency situations, an employee desiring a leave of absence shall make the request to the Office of Staff Personnel Services at least 30 calendar days prior to the beginning of the period for which the leave is requested.
4. The first leave of absence granted to bargaining unit personnel shall not exceed a six-month period, but may be extended by the Board for two additional six-month periods. Such leaves shall not be extended beyond 18 months except by special action by the Board.
5. An employee on leave for at least six months shall be required to notify the Office of Staff Personnel Services in writing, not less than 30 days prior to the expiration of leave, whether he/she desires to return to employment or to extend his/her leave. An employee not conforming to the notice requirement may have his/her employment terminated.
6. Leaves of absence for personal reasons may be granted upon written request with approval of the immediate supervisor for illness of members of the family or for other family responsibilities after emergency leave has been expended, or for personal circumstances of a highly unusual or compelling nature.
7. In addition to the general regulations listed above, the following regulations shall apply to leaves granted for specific purposes:

a. Study Leave

The Board may grant, upon written application, a leave of absence for study for one (1) year without pay. An employee who has been on leave of absence for study may, upon proper notice to the Office of Staff Personnel Services, have the leave extended for up to two additional six-month periods. An employee may not be granted a subsequent leave of absence for study until he/she has worked for a minimum of six months after returning from the previous leave of absence.

b. Health Leave

When an employee is ill and has used all of his/her earned sick and emergency leave allowance, the employee is to be placed on an extended illness leave of absence for the duration of illness not to exceed six (6) months. This leave may be extended by the Board for two additional six-month periods. The employee must submit a Doctor's Verification of Illness or Disability Form (Appendix C) indicating disability and approximate duration of absence to the Office of Staff Personnel Services. Bargaining unit members required to leave their position due to illness or disability will have their position held, except as limited below, and shall have the right to return to that position in accord with the following:

0-5 years seniority	15 work days
6-10 years seniority	30 work days
11-15 years seniority	45 work days
16-20 years seniority	60 work days
21 or more years seniority	90 work days

The guarantee of position shall be limited to once each fiscal year (July 1 to June 30) for the same, or directly related, illness. Subject to challenge, the determination of a same or directly related illness will be determined by the Board's physician through an independent medical examination. In the event of a challenge, the employee's physician and the Board's physician will choose a third physician for an additional time, the results of which will be final.

On return to work within the guaranteed hold period, the security aide will be returned to their specific position within the bargaining unit. If the return to work is after the guaranteed hold period, the bargaining unit member shall be placed in any vacant position in the bargaining unit. If there are no vacant positions at that time, the bargaining unit member will be placed on layoff.

Any Security Aide who otherwise qualifies for family medical leave under the Family Medical Leave Act (FMLA) may exercise any and all rights set forth in the act. Security Aides may elect, on conclusion of a FMLA leave for childbirth or adoption, to exercise their rights to a parental leave pursuant to this article. Security Aides who take a parental leave following such FMLA leave are required by law to repay fringe benefit premiums to the Board paid on their behalf during the FMLA leave.

c. Parental Leave

All employees shall be granted a parental leave without pay at any time for purposes of childbirth. The employee will present a certifying statement of disability to the Office of Staff Personnel Services, whenever possible, sixty (60) days prior to such a leave. An employee may not return to work unless the employee submits a Doctor's Verification of Illness or Disability Form (Appendix C) confirming fitness to return to work. Parental leave shall be extended for a period not to exceed six (6) months after termination of the employee's disability upon written application to the Office of Staff Personnel Services.

d. 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 reemployed to a position of like nature, seniority, status, and pay as that which he/she held immediately prior to his/her 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 reemployed 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.

e. 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 with his/her immediate supervisor at least two (2) working days before such religious holiday. In addition to the above, employees shall be entitled to use one (1) day of sick and emergency leave for religious holidays each year.



f. Other Unpaid Leave

Unpaid leave of absence may be granted for other justifiable reasons by the Office of Staff Personnel Services upon written application. 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 Services and only when the services of the employee are not immediately required and there are employees available in the department capable of doing his/her work. An employee who accepts employment while on leave under this paragraph will be discharged.

C. Reemployment After Leave of Absence

No employee shall be entitled to reemployment after having used all of his/her accrued sick and emergency leave, except as herein otherwise provided in this article. All such employees shall, however, be given consideration for employment in a position for which they are qualified.

## ARTICLE XI

### Seniority

- A. Seniority is the length of continuous, uninterrupted service within the bargaining unit.

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

- B. All regular employees shall be on probation for the first ninety (90) working days of employment. Upon completion of the probationary period, such employees shall receive seniority credit from the first day worked and shall thereafter accrue such seniority. All probationary employees are subject to dismissal at the will of the Board. All employees whose employment is terminated for any reason must, on re-employment, serve another period of probation.

- C. A seniority list shall be prepared as soon as possible after the date of ratification of this contract. A copy of such list shall be given to the Union. The list shall include the name of the employee along with job classification and seniority.

Each employee shall have the right to challenge the accuracy of the seniority reported for him or her for a period of thirty (30) calendar days following the issue date of the seniority list. If the accuracy of the seniority list is not challenged within the thirty (30) calendar days, it shall be conclusively presumed that the seniority list is correct.

- D. An employee shall lose seniority and terminate employment for any of the following reasons:
1. Voluntarily quits or retires.
  2. Is discharged.
  3. Absents himself/herself from work without notice for three (3) consecutive working days.
  4. Fails to return from approved leaves of absence on or before the appointed time, including recall from layoff.
  5. Accepts other employment during leave of absence, unless approved by the Employer.
  6. Falsifies information on his/her application for employment or other employment records.

## ARTICLE XII

### Reduction in Force, Vacancies and Transfers, Substitutes

- A. Any employee who is laid off because of a reduction in staff shall be notified at least thirty days in advance, when possible, in writing by the Executive Director of Staff Personnel Services or his/her designee. Even where it may not be possible to give such notice officially in writing, the Board will try to give the Union as much notice as possible to help facilitate communication and planning for its members.
- B. When the Board makes any necessary reduction in personnel, it will discuss with the Union the necessity for and the effects of such a reduction. The decision of the Board with respect to said reductions in personnel shall be final, subject to the provisions of this Article.
- C. The Board shall, in an instance of reduction in force, determine the locations where reductions will be made and the positions so affected.
1. Probationary employees shall be laid off in an order determined by the Board.
  2. Non-probationary employees shall be laid off in the reverse order of their seniority, with the employee having the least seniority being laid off first.

Non-probationary employees in positions scheduled for elimination after the ratification date of this Agreement who work at least twenty (20) hours per week will displace the least senior employee working the same number of hours per week (e.g., a thirty hour per week employee will displace the least senior thirty hour per week employee within the category, provided such employee has more seniority than the employee to be displaced).

3. Employees laid off through the procedures set forth in this Article shall be retained on a recall list for a period equal to the sum of their accrued seniority, and shall be recalled in reverse order of their layoff to their former position, should it become available, or to vacant positions within the bargaining unit.
4. The parties reserve the right during period(s) of reduction(s) to meet and discuss alternative procedures to the implementation of this Article. Absent mutual agreement by the parties in a timely fashion, the Board reserves the right to implement the provisions set forth in this Article. This provision shall become effective after the ratification date of this Agreement.

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

- D. Positions may be filled on a temporary basis for the balance of a semester if the administration deems it to be in the best interests of the school and least disruptive to the students to do so.

Seniority is one factor, along with such factors as gender and evaluation, that shall be used in considering the following matters:

1. Filling of vacant positions by transfer requests from Union;
2. Determination of involuntary transfers;
3. Layoff and recall as set forth in Article XII.

- E. Vacant positions will be filled permanently by using the following criteria:

1. Seniority;
2. Half-time to Full-time;
3. Gender where appropriate;
4. Overall District security needs.

- F. Notice of recall shall be sent to the employee at his/her last known address as recorded in the Office of Staff Personnel Services, by certified mail, return receipt requested. If an employee fails to report for work within five (5) working days from the date of receipt of the recall notice, the employee shall be considered as having voluntarily terminated his/her employment.

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

- G. Employees shall not be permitted to displace other employees who work more hours per day than they do.
- H. The Board has the right to periodically review employee assignments. Should such review result in an involuntary transfer, the parameters listed below, in no order of priority, shall govern the involuntary transfer process:
1. Seniority;
  2. Involuntary transfers shall not be arbitrary or capricious;
  3. That special program needs of programs, such as PDS, Site-Based, and/or Schools of Choice, be considered;
  4. Overall District security needs;
  5. Transfers will be to like positions without reduction in hours or benefits;
  6. Experience and qualifications will be considered;
  7. The reasons for the transfer will be given the employee in writing.
- I. Bargaining unit members may apply annually for a voluntary transfer. Factors that shall be used in considering voluntary transfers, in addition to those set forth in Article XII, Paragraph D-1 are:
1. Seniority;
  2. Special Program Needs;
  3. Experience and Qualifications.

These factors are not listed in any priority. In the event a voluntary transfer request is not honored, the employee may ask for, and will receive, the reasons in writing.

- J. The Board shall maintain a pool of casual employees to serve as security substitutes in the event of an absence of a bargaining unit member. All bargaining unit members are expected to call in absences, whenever possible, one hour before their scheduled time of work.

In the event of an absence of a full-time security aide, part-time security aides in the building where the absence occurs will be offered, by seniority, the right to work, in addition to their regular schedule, an additional half-day at the established substitute rate. In this instance, the district will fill the part-time position with a substitute from the pool. Should no part-time security aide want the half-time substituting opportunity, or should no part-time security aide be assigned to that building, the Board will fill the full-time absence from the pool.

## ARTICLE XIII

### Discipline of Employees

- A. It is recognized by the Board and the Union that duly authorized administrative staff may issue written warnings and reprimands to employees. Accumulation of such reports may lead to dismissal. The customary disciplinary progression is set forth in Appendix B. No member of the bargaining unit will be disciplined, including written warnings, reprimands, suspensions with or without pay, or discharged without just cause. Just cause shall include, but not be limited to:
  - 1. Incompetence;
  - 2. Insubordination against the reasonable rules of the Board;
  - 3. Moral misconduct; and
  - 4. Any violation of this Agreement.
- B. Copies of warnings and reprimands will be distributed to the Office of Employee Relations, the affected employee, and the Union. Dischargeable offenses may lead to immediate dismissal; dischargeable offenses include, but are not limited to, theft, reporting to work under the influence of intoxicants or drugs, bringing intoxicants or drugs onto Board property, possession of a concealed or unauthorized weapon, immoral or indecent conduct, falsification of personnel or other records, and absence of three (3) consecutive days without notice to the Board. Serious breaches of conduct or failure to meet job responsibilities may lead to instant suspension leading to dismissal;

these include, but are not limited to, insubordination and making false, vicious or malicious statements about any employee or supervisor. Less serious offenses, incidents of which may accumulate within a given period of time, may lead to suspension and dismissal; these include, but are not limited to, reporting late for work, and failure to call in reason for not reporting to work prior to starting time.

- C. 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/her 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/her request.
- D. It is understood, however, that nothing herein is intended to prevent the Board, through its administrative representatives, from taking immediate disciplinary action for serious offenses subject to the grievance procedure.

## ARTICLE XIV

### Evaluation of Employees

- A. The evaluation of the work of employees is the responsibility of the administration. In order that each employee may be aware of his/her strengths and weaknesses, an evaluation will be periodically given to each employee.
- B. Probationary employees will be evaluated on or about the thirtieth (30th) working day, the sixtieth (60th) working day and prior to the ninetieth (90th) working day. The probationary period shall be ninety (90) working days. A second probationary period of ninety (90) working days may be required of an employee who, during the first probationary period received two evaluations of less than satisfactory (i.e., needs improvement or unsatisfactory). Employees for whom a second probationary period is required shall be evaluated in thirty (30) working day intervals during the second probationary period.

- C. Non-probationary employees will be evaluated once during the school year by May 10 unless the employees' services are determined to be unsatisfactory, whereupon the employees may be evaluated up to twice a year. There shall be at least thirty (30) days between the first and second evaluations. If the second evaluation is found to be satisfactory, the first evaluation will be removed from the employee's personnel file. The form to be utilized in such an evaluation is found in Appendix D of this Master Contract. A conference shall take place with the employee and the administrative evaluator following each evaluation.

## ARTICLE XV

### Grievance Procedure

#### A. Definitions

1. A grievance is a claim by one or more employees of an improper application or interpretation of this Agreement, setting forth a description of the incident(s) giving rise to the grievance, including date(s), time(s) and employee(s) involved along with the signature(s) of the affected employee(s) and specifying all parts of the Agreement which are claimed to be violated.
2. The term "employees" includes any individual or group of individuals within the bargaining unit hereinbefore defined and covered by this Agreement.

#### B. Purpose

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

#### C. Representation

1. Nothing herein contained shall be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without the intervention of the Union.
2. Union representatives shall not come into the building to talk to the employees unless they first give notice to the building supervisor.

## D. Procedure

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

### 1. Informal Stage

Security Aides who feel that the contract has been violated will contact their supervising administrator with the problem. The supervising administrator will have ten (10) days to involve all necessary parties in an attempt to resolve the problem to everyone's satisfaction. At the end of ten days, a written response will be given to the security employee. If the security employee is unhappy with the resolution he/she may file a formal grievance at level one.

### 2. Level One

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

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

In the event a grievance is not settled through the informal conference procedures outlined above, the grievance shall be reduced to writing on forms to be provided by the Union. The form shall be completed in three (3) copies and signed by the aggrieved employee. A formal grievance must be filed within thirty (30) days after the occurrence of the events giving rise to the grievance. The administrator and the aggrieved employee and/or his/her representative shall meet within ten (10) working days immediately following the signing of the grievance and attempt to adjust the grievance. Within five (5) working days after such meeting the administrator 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 administrator's copy of the grievance form.

### 3. Level Two

In the event the grievance is not settled at Level Two, the employee may appeal the matter to the Board's Appeal Committee. The appeal shall be initiated by a notice in writing filed in the Office of the Director of Employee Relations. The appeal shall be heard within twenty-one (21) calendar days after the notice of appeal has been received. The Appeal Committee shall give its answer to the



grievance in writing within fifteen (15) working days after the Third Level hearing has been held.

4. Level Three

Within ten (10) working days of receipt of the answer at Level Three, the Union may, by written notice to the Office of the Director of Employee Relations, request that the matter be submitted to arbitration. The cost of the arbitrator shall be shared equally by the parties. The parties will select an arbitrator from its agreed panel of six arbitrators. The selection of an arbitrator will be by blind draw. Each member of the panel will be used before a new rotation occurs. The parties will, from time to time, review the panel and may mutually agree to change the panel membership. The jurisdiction of the arbitrator shall be limited to a grievance arising out of the interpretation or application of this Agreement or any written amendments hereof or supplements hereto. The arbitrator shall have no power or authority to:

- a. Alter, add to, subtract from, disregard, or modify any of the terms of this Agreement or supplements hereto; or
- b. Specify the terms of a new Agreement; or
- c. Substitute his/her discretion for that of the parties hereto, or to assume any of their functions or responsibilities; or
- d. Grant any right or relief for any period of time whatsoever prior to the execution of this Agreement; or
- e. Rule on any matter not specifically set forth in this Agreement. The decision of the arbitrator shall be final and binding on all parties. 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 cost of any arbitration under this paragraph shall be divided equally between the Board and the Union.

E. Time Limits on Filing an Appeal

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

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

## ARTICLE XVI

### Negotiation Procedure

- A. Not later than May 1 of the calendar year in which this Agreement is subject to reopener or expires, the Board agrees to begin negotiations with the Union concerning a successor Agreement, in accordance with the procedures set forth herein. Any Agreement so negotiated shall apply to all employees and shall be reduced to writing and signed by the Board and the Union.
- B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or without the school district.
- C. Once tentative agreement is reached, both bargaining teams agree to present and strongly recommend to their respective governing bodies acceptance of the tentative Agreement. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Union present at the ratification meeting.
- D. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement

neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- E. In the event the negotiations described in paragraph A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.
- F. The Board and Union agree to establish a Joint Labor-Management Committee to meet as needed, but not less than two times a year (once each semester), to address mutual concerns. The Committee will be composed of four members, two from union and two from management. The goal is to problem solve together and to continue a cooperative working relationship, add to mutual empowerment, and reduce grievances.

## ARTICLE XVII

### Working Conditions and Safety

- A. The Board agrees to make provisions for the safety and health of its employees during the hours of their employment. The Union agrees to attempt to instill in each employee by all reasonable means the realization of his/her responsibility to himself/herself, his/her fellow employee, and the Board in the prevention of accidents.
- B. The Board agrees to provide at its own cost, where necessary, such safety devices as it may determine to be necessary.

## ARTICLE XVIII

### Outsourcing

- A. The Board and the Union agree that security positions in existence at the time of this Agreement are secure from outsourcing. During the life of this Agreement, there will be no dilution of the bargaining unit by outsourcing security work.
- B. The Board and the Union agree that Job Bank Personnel may be used as security subject to the approval of the Board and the Union. Each individual school's request to use Job Bank Personnel as security will be discussed separately as it relates to this paragraph.
- C. Where Job Bank Personnel are being used currently, the Board and the Union agree to convert these positions to regular bargaining unit positions, and if such is fiscally possible, and organizationally desirable.

- D. Contracted, non-bargaining unit, uniform and non-uniformed security personnel being used at the Mott Adult High School will, if fiscally possible, be converted to regular bargaining unit positions. If it is not fiscally possible, the Board and Union agree that, except as provided below, contracted uniform security personnel will not be used.
- E. When an emergency circumstance arises that requires the Board to use a long-term non-bargaining unit person, the Security Association will be notified within forty-eight (48) hours of the circumstances leading to the employment of emergency security personnel. Within two weeks of the onset of the emergency, a consultation meeting will be held between the Board and the Union.

If the emergency position continues, thirty (30) days prior to the end of a six month period following the placement of an emergency position, the school involved may access the shared-decision making waiver process, or, the parties may enter into a memorandum of understanding covering the status of the emergency position. If there is no waiver request or an agreed to memorandum of understanding at the end of this six month period, the position becomes a permanent bargaining unit position.

Any such emergency position may be eliminated by the Board at any time prior to the expiration of six months. The Board may convert any such emergency position to a permanent position at any time prior to the expiration of six months.

- F. The Board and the Union agree that there may, from time to time, be a need to use contracted uniformed personnel for special events at the college and cultural center.

## ARTICLE XIX

### Miscellaneous

- A. Notices: All notices required to be given by this Agreement shall be sufficient if mailed to the Board by ordinary mail addressed to the office entitled to notice at 923 East Kearsley Street, Flint, Michigan 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 the office entitled to notice at 5095 Exchange Drive, Flint, Michigan 48507, or to such other address as the Union shall direct in writing. All notices to be given to an employee under this Agreement shall be mailed to his/her last address recorded in the Board's Office of Staff Personnel Services.

It shall be the responsibility of employees to notify the Office of Staff Personnel Services and their immediate supervisors of any change of address and phone number within seven (7) calendar days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.

- B. Copies of this Agreement shall be printed at the expense of the Board and provided to all employees now employed by the Board.
- C. Any case of assault on an employee shall be promptly reported to the Board. The Board shall render reasonable assistance to the employee (excluding legal counsel) in connection with the handling of the incident by law enforcement and judicial authorities.
- D. 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, handicap, religious or political affiliation, union membership or activity, or marital status.
- E. Any member of the bargaining unit who is promoted to a supervisory position or other position outside of the bargaining unit, and who subsequently requests or is requested by the Board to return to the bargaining unit, shall return to the same pay level, employment status, division, and seniority he/she accrued during his/her appointment to the position.
- F. All employees in the bargaining unit are covered by the Michigan Workers' Compensation Act. The compensation provided therein shall be the only compensation paid to employees entitled to compensation thereunder.
- G. Except for those uniforms provided by the Board pursuant to the Master Agreement, the wearing of uniforms by security aides is voluntary. The Board will notify building administrators on the use of uniforms or standard dress for security aides consistent with this Agreement. The Board will purchase uniforms for use by Security Aide members at all job sites. Security Aide members are responsible for the maintenance and cleaning of the uniforms. This agreement extends through the 1995-96 school year. It may be renewed annually thereafter by a memorandum of understanding through the duration of this agreement. The Board and the Union will convene their joint uniform committee every six months to review the uniform program and to revise or adjust the program.
- H. Flint Security Association bargaining unit members will not be required to use time cards or time clocks at any Flint Community Schools facility, including the Genesee Area Skill Center.
- I. On days when students are excused from being in attendance in the entire school district as a result of the Superintendent of Community Education, or his/her designee, declaring a snow or other emergency, security aides will be excused from work without penalty. In the event the State of Michigan requires days to be made up, such days will not be for extra compensation.

ARTICLE XX

Term of Agreement

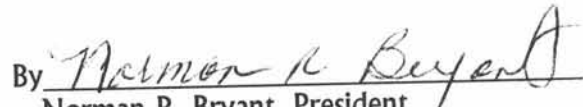
- A. This Agreement shall not become effective until ratified by the Board and members of the Union and upon ratification shall remain in full force and effect without change, addition or amendment until the 30th day of June 2000.
- B. Notice of intent to reopen this Agreement for purposes of negotiating a successor agreement as to wages, hours, and conditions of employment shall be given in writing by the party desiring to reopen the Agreement on or before May 1, 2000 and negotiations shall commence as soon thereafter as shall be feasible.
- C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties, and no departure from any provisions of this Agreement by either party, or by their officers, 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.

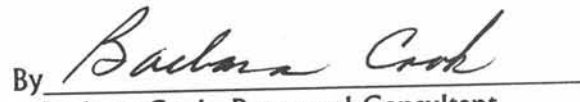
FLINT SECURITY ASSOCIATION  
MICHIGAN EDUCATION ASSOCIATION/  
NATIONAL EDUCATION ASSOCIATION

By   
Brian Veenhuis, Chief Negotiator

By   
U. T. Muse, Unit President

BOARD OF EDUCATION OF THE CITY  
OF FLINT

By   
Norman R. Bryant, President

By   
Barbara Cook, Personnel Consultant,  
Middle/Senior/Adult

APPENDIX A  
Flint Community Schools

40-Hour Week Security Aide Salary Schedule<sup>1-2</sup>

1995-96

Step					
1	2	3	4	5	6
375	401	420	449	474	499

1996-97

Step					
1	2	3	4	5	6
379	405	424	453	479	504

1997-98

Step					
1	2	3	4	5	6
383	409	428	458	484	509

1998-99

Step					
1	2	3	4	5	6
387	413	433	463	488	514

1999-2000

Step					
1	2	3	4	5	6
391	417	437	467	493	519

<sup>1</sup>Should the Foundation Grant provide additional revenues above what is projected (presently \$4.0 million dollars for 1995-96), the residual share of the Association (SFG increase x .0074%) less charges against that residual share (Retirement, FICA, and MESSA PAK cost increases) will be applied to the base as a percentage, capped at the Michigan CPI at the time of determination.

The allocable amount shall be determined and paid no later than the last day of the school year. The Board will be required to advance funds for those items charged off against the Union's share.

To the extent that the unencumbered fund balance exceeds \$4.6 million dollars on June 30th of each school year covered by the agreement, the Union will receive 1.5% for the excess to be paid as a lump sum, capped at 1% off schedule amount in the last check of December during the succeeding school year.

<sup>2</sup>Recognizing that the Board is exploring the possibility of creating a Cafeteria Plan, the Board and the Union have agreed to refer to the FSA/FBE Joint Labor Management Committee the assignment of exploring how to share in any savings that may arise as a result of Union membership participation in a Cafeteria Plan. Also referred to the Joint Labor Management Committee is the issue of a two-tiered salary schedule.



APPENDIX A-1

Flint Community Schools

**Security Aides 39 week annualized Salary Schedule<sup>1-2</sup>**

1995-96

<u>Step</u>	<u>40 Hour</u>	<u>35 Hour</u>	<u>20 Hour</u>
1	14625	12797	7313
2	15639	13684	7820
3	16380	14333	8190
4	17511	15322	8756
5	18486	16175	9243
6	19461	17028	9731

1996-97

<u>Step</u>	<u>40 Hour</u>	<u>35 Hour</u>	<u>20 Hour</u>
1	14771	12925	7386
2	15795	13821	7898
3	16544	14476	8272
4	17686	15475	8843
5	18671	16337	9335
6	19656	17199	9828

1997-98

<u>Step</u>	<u>40 Hour</u>	<u>35 Hour</u>	<u>20 Hour</u>
1	14919	13054	7459
2	15953	13959	7977
3	16709	14621	8355
4	17863	15630	8931
5	18858	16500	9429
6	19852	17371	9926

APPENDIX A-1, Continued

1998-99

<u>Step</u>	<u>40 Hour</u>	<u>35 Hour</u>	<u>20 Hour</u>
1	15093	13206	7547
2	16113	14099	8056
3	16876	14767	8438
4	18042	15786	9021
5	19046	16665	9523
6	20051	17544	10025

1999-2000

<u>Step</u>	<u>40 Hour</u>	<u>35 Hour</u>	<u>20 Hour</u>
1	15244	13338	7622
2	16274	14240	8137
3	17045	14914	8523
4	18222	15944	9111
5	19237	16832	9618
6	20251	17720	10126

<sup>1</sup>Should the Foundation Grant provide additional revenues above what is projected (presently \$4.0 million dollars for 1995-96), the residual share of the Association (SFG increase x .0074%) less charges against that residual share (Retirement, FICA, and MESSA PAK cost increases) will be applied to the base as a percentage, capped at the Michigan CPI at the time of determination.

The allocable amount shall be determined and paid no later than the last day of the school year. The Board will be required to advance funds for those items charged off against the Union's share.

To the extent that the unencumbered fund balance exceeds \$4.6 million dollars on June 30th of each school year covered by the agreement, the Union will receive 1.5% for the excess to be paid as a lump sum, capped at 1% off schedule amount in the last check of December during the succeeding school year.

<sup>2</sup>Recognizing that the Board is exploring the possibility of creating a Cafeteria Plan, the Board and the Union have agreed to refer to the FSA/FBE Joint Labor Management Committee the assignment of exploring how to share in any savings that may arise as a result of Union membership participation in a Cafeteria Plan. Also referred to the Joint Labor Management Committee is the issue of a two tiered salary schedule.

APPENDIX B

Date \_\_\_\_\_

FLINT COMMUNITY SCHOOLS

Warning, Reprimand, \*Suspension or \*Discharge Notice

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

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

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

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

POSITION \_\_\_\_\_

It is recognized by the Board and the Union that duly authorized administrative staff 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 Employee Relations Office, the affected employee, and the Union. Dischargeable offenses may lead to immediate dismissal; these offenses include, but are not limited to, theft, reporting to work under the influence of intoxicants or drugs, bringing intoxicants or drugs onto Board property, possession of a concealed or unauthorized weapon, immoral or indecent conduct, falsification of personnel or other records, and absence of three (3) consecutive days without notice to the Board. Serious breaches of conduct or failure to meet job responsibilities may lead to instant suspension leading to dismissal; these offenses include, but are not limited to, insubordination and making false, vicious or malicious statements about any employee or supervisor. Less serious offenses, incidents of which may accumulate within a given period of time, may lead to suspension and dismissal; these offenses include, but are not limited to, reporting late for work, and failure to call in a reason for not reporting to work prior to starting time.

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 twelve-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 twelve-month period during which the employee has had a record clear of any other

APPENDIX B, Continued

reports, all reports for less serious offenses shall be removed from the employee's personnel record and returned to the employee at his/her request. Reprimand reports issued for serious offenses will remain in effect for a period of eighteen (18) months. 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/her request.

It is understood, however, that nothing herein is intended to prevent the Board, through its administrative representatives, from taking immediate disciplinary action for serious offenses, subject to the grievance procedure.

This form is official notice that you are hereby issued a (underline appropriate) warning, reprimand, \*suspension or \*discharge notice.

Nature of Disciplinary Offense:     Less Serious         More Serious

Reason for Discipline:

---

---

---

The parties agree that in the instance of a "Less Serious" offense, the customary progressive penalty formula utilized by the Board shall be as hereinafter provided, except as otherwise stated in this Appendix.

- a) First offense        --written warning
- b) Second offense     --written reprimand
- c) Third offense       --written reprimand, three (3) day suspension
- d) Fourth offense     --written reprimand, three (3) weeks suspension
- e) Fifth offense       --suspension with recommendation for discharge

The parties agree that in the instance of a "More Serious" offense, the customary progressive penalty formula utilized by the Board shall be as hereinafter provided, except as otherwise stated in this Appendix.

- a) First offense        --written reprimand
- b) Second offense     --written reprimand, one (1) week suspension
- c) Third offense       --written reprimand, three (3) weeks suspension
- d) Fourth offense     --suspension with recommendation for discharge

APPENDIX B, Continued

It is understood that in any instance where an employee receives discipline in accord with the provisions of Article XII and Appendix B for a "Less Serious" offense followed by a "More Serious" offense, or a "More Serious" offense followed by a "Less Serious" offense, the employee will customarily receive the next level of discipline beyond the level of discipline previously received by the employee in the progressive disciplinary chain (e.g., an employee having received a reprimand for a "More Serious" offense would receive a reprimand and a three (3) day suspension, should the employee subsequently become involved in a "Less Serious" offense within the time-lines provided in Article XII of the Master Contract).

It is further understood that the Board, in accord with the language of Article XII of the Master Contract, reserves the right to depart from the customary disciplinary chain provided for in this Appendix, recognizing that to do so will provide the Union or the involved employee with cause to challenge the severity of the penalty assessed through the grievance procedure. In those instances where the discipline penalty assessed to an employee is in compliance with the customary disciplinary chain, the severity of the penalty assessed will not be subject to the grievance procedure.

\_\_\_\_\_  
Signature of Principal or Supervisor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

I acknowledge that I have been informed of the reason for my (underline appropriate) warning, reprimand, \*suspension or \*discharge notice.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Union Representative Present (if appropriate)

\*Pending final action of the Flint Board of Education

APPENDIX C

Flint Community Schools

Doctor's Verification of Illness or Disability Form

TO BE COMPLETED BY ATTENDING PHYSICIAN

(Please Print or Type)

---

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

2. Please state:

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

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

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

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

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

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

Hospital \_\_\_\_\_

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

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

(b) Date of admission \_\_\_\_\_ 19 \_\_\_\_ Date of discharge \_\_\_\_\_ 19 \_\_\_\_

(c) Date of surgery, if any \_\_\_\_\_ 19 \_\_\_\_ Surgical procedure \_\_\_\_\_  
\_\_\_\_\_

APPENDIX C (continued)

Flint Community Schools

Doctor's Verification of Illness or Disability Form

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

From \_\_\_\_\_ 19\_\_\_\_ to and including \_\_\_\_\_ 19\_\_\_\_

6. In your opinion, is the patient's disability caused by his/her work for Flint Schools or any other employer?

YES

NO

If "YES," please explain on separate sheet.

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

YES

NO

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

YES

NO

- (a) If "YES," give the date the patient was able to return to work:

\_\_\_\_\_ 19\_\_\_\_

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

\_\_\_\_\_ 19\_\_\_\_

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

Office address \_\_\_\_\_

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

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

Date completed \_\_\_\_\_ 19\_\_\_\_

APPENDIX D

Security Aide Evaluation Form

Employee's Name \_\_\_\_\_

Position \_\_\_\_\_

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

Supervisor \_\_\_\_\_

Examples of Strengths:

Areas Needing Improvement:

Assistance Given by Supervisor or Principal:

Comments:

Plan of Action:

a. Recommendations for improvement and length of time to improve:

b. Results if no improvement:

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Needs Improvement

\_\_\_\_\_ Unsatisfactory

-----  
I have read the above evaluation.

\_\_\_\_\_ Date

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

\_\_\_\_\_ Date

\_\_\_\_\_ Evaluator and Title



APPENDIX E

Paid Personal Business Leave Form

I, \_\_\_\_\_, a security aide at \_\_\_\_\_

School, hereby inform the Flint Board of Education that I shall take a paid personal business leave on

\_\_\_\_\_, 19\_\_\_\_\_, \_\_\_\_\_ a.m.  
\_\_\_\_\_ p.m.

I certify that the reason is in accordance with the provisions of Article X, Section A of the current Security Aide Contract.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Security Aide's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

**FLINT COMMUNITY SCHOOLS  
AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER**

The Flint Board of Education, as an Equal Opportunity/Affirmative Action employer, complies with federal and state laws prohibiting discrimination, including Title VI and Title VII (with amendments) of the 1964 Civil Rights Act, Title IX of the Education Amendment of 1972 and Section 504 of the Rehabilitation Act of 1973. It is the policy of the school board that no person, on the basis of race, sex, color, religion, national origin or ancestry, age, marital status, handicap, or Vietnam War veteran status, shall be discriminated against in employment, educational programs and activities, or admissions. Inquiries or complaints should be addressed to William McLean, Executive Director, Human Resources, 923 E. Kearsley Street, Flint, Michigan 48502, (313) 760-1224.