

**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 1<sup>st</sup> day of July, 2004, 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 Act 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 1 hereof; and

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

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

**ARTICLE 1**

**Recognition**

- A. The Board hereby recognizes the Union as the exclusive bargaining representative for all 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 2

### Membership, Fees and Payroll Deductions

- A. All members of the bargaining unit shall, as a condition of continued employment by the Board chooses 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 included 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 Chief Financial Officer, 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 Human Resources/Legal Affairs.

- F. The probationary period for new employees shall be ninety (90) work days, unless otherwise specified (See Article 14).
- G. The Union shall indemnify the Board against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with provisions A, B, C and D of this Article.
- H. The Union agrees not to strike during the term of this Agreement. The Board agrees not to lock out any employee or employees during the term of this Agreement.

### **ARTICLE 3**

#### **Employee Rights**

- A. The Employees and the Union, as the exclusive bargaining representative of the employees, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted, except as expressly limited by terms of the Agreement.
- B. The Union and its members shall have the right to use school building facilities immediately at the close of school or at other times thereafter for business meetings, provided 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 Executive Director of Human Resources/Legal Affairs.

### **ARTICLE 4**

#### **Board Rights**

- A. The Board hereby retains and reserves unto itself, without limitation, except as expressly limited by the terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Illustrative of these rights 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 reasonable rules and regulations, with notice to the union, 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 or those conditions which are mandatory subjects of bargaining. 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 5**

### **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 14(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 just cause.
- B. All full-time employees shall receive full payment of hospitalization insurance, group term life insurance, long term disability insurance, dental insurance, and vision insurance as spelled out below, in accordance with the MESSA plans adopted by the Board. For the 2004-2005 school year, the hospitalization plan shall be super care 1, revised. For the

2005-2006 and 2006-2007 school years, the hospitalization plan shall be, for the life of the agreement, MESSA choices 2. Super care 1, revised shall be available for selection with the employee paying the premium difference between choices 2 and super care 1, revised.

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 Human Resources/Legal Affairs. 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.

If an employee who is eligible for medical coverage under this agreement elects, in writing, not to receive Board provided medical coverage, he/she will be eligible to receive \$2,000.00 dollars, per year payable one-half in the last check before Christmas break and one-half in the first check in June.

- C. All full-time employees shall have long-term disability insurance which will provide them with sixty-six and two-thirds (66 2/3%) percent of their daily rate of pay with a maximum monthly benefit of \$3,000.00, payable to age 65, benefit payable after 45 consecutive calendar days of disability, except that an employee's sick and emergency leave time will not be deducted for non-scheduled work days (i.e. weekends, holidays, summer break).
- 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 16<sup>th</sup> day of the month.
- G. 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.
- H. 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.
- I. A service increment of \$300 shall be paid after 15 years of Flint Community School experience to all full-time employees. A service increment of \$600 shall be paid after 20 years of Flint Community Schools experience to all full-time employees.

- J. 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.
- K. Any employee on this schedule who retires under the terms and conditions of paragraphs (S)(1) or (J)(2) shall receive \$45 additional terminal pay for each unused accumulated sick day for up to 135 days at the time of said retirement.
- L. 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, G, and H.
- M. 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).
- N. The Board shall provide all regularly assigned full-time employees the entire premium for vision insurance equal to VSP 2.
- 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.
- O. 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.
- P. 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.

- Q. 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 6**

### **PROFESSIONAL DEVELOPMENT**

The Board shall schedule Professional Development, as needed, during the school year. The Professional Development course(s) shall be determined by the Superintendent's designated representative after consultation with the Union. Bargaining unit members shall receive at least two (2) full days of paid Professional Development per year.

## **ARTICLE 7**

### **Return to Work After Illness**

Upon an employee's return to work after an illness of more than five consecutive (5) working days duration or for an employee to receive a paycheck after an illness of five consecutive (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 8**

### **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 Professional Development 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, including hours worked to provide security services to the district at extra-curricular events, or other additional SECURITY work as may be identified by law as being eligible for overtime.



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

D. Summer Programs

1. School Safety Advocates shall be assigned to each Summer School Program and Driver Education site, while the Board continues to operate such programs. School Safety Advocates shall also be assigned to summer program sites funded by federal grants, consistent with the terms of said grant.
2. The District shall assign one full-time security position at each site described above. Additional staff shall be paid through reimbursable funds.
3. School Safety Advocates to be employed during the summer will be identified through a lottery process. The lottery for summer School Safety Advocates will be limited to school safety advocates who apply for summer employment. The lottery shall be held during May of each school year. SSA's may work two consecutive summers, after which they shall be ineligible for one summer. If there are an insufficient number of SSA's available for employment during any summer employment period, ineligible SSA's May work

All positions will be filled by the Office of Human Resources/Legal Affairs after consultation with the Director of Pupil Personnel Services from the generated list of School Safety Advocates indicating their desire to work.

4. Compensation for these positions will be based on \$10.00 per hour. Summer School Safety Advocates will be expected to work six (6) hours, five (5) days a week for six (6) weeks. Driver Education security will be expected to work eight (8) hours, five (5) days a week for a minimum of six and one-half (6.5) weeks. 21<sup>st</sup> Century security will work eight (8) hours for a total of four (4) weeks. Maximum compensation for the Summer School supplemental contract will be \$1800.00, and @ \$2600.00 for the Driver Education supplemental contract.
  - a. In the event of an absence, the School Safety Advocate will not receive pay for that day or days.
  - b. No credit will be given for salary schedule purposes, nor will there be any sick and emergency leave time made available or accrued.
5. School Safety Advocates will report to the School Principal assigned to the summer school, 21<sup>st</sup> Century Grant or Driver Education site, as appropriate, as well as the Coordinator to Driver Education and 21<sup>st</sup> Century.
6. Duties of School Safety Advocates in this program will be outlined in the School Safety Advocate job description.

7. All School Safety Advocates will be evaluated prior to the end of the summer program. This evaluation will not be used to impact adversely on the individual's regular school year security assignment.

## **ARTICLE 9**

### **Job Description**

Written job descriptions will be made available to any employee upon request from the Office of Human Resources/Legal Affairs 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 10**

### **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 School Safety Advocate 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 School Safety Advocate 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 School Safety Advocate'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 therefore.

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 fifteen (15) days in each 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 Human Resources/Legal Affairs at least one (1) week

prior to the conference day requested.

6. Bereavement

Bereavement leave due to the death of a member of the immediate family shall be granted for a period not to exceed five (5) working days. Bereavement leave will be deducted from the employee's accumulated Sick and Emergency Leave. 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.

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 Human Resources/Legal Affairs, for employees who are on an approved leave for study.
2. Employees may not accumulate sick and emergency leave during leave of absence. Sick and emergency leave accumulation previous to leave of absence shall be credited upon return.
3. Except in emergency situations, an employee desiring a leave of absence shall make the request to the Office of Human Resources/Legal Affairs 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 Human Resources/Legal Affairs 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 Human Resources/Legal Affairs, 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 Human Resources/Legal Affairs. 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 School Safety Advocate 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 School Safety Advocate 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. School Safety Advocates may elect, on conclusion of a FMLA

leave for childbirth or adoption, to exercise their rights to a parental leave pursuant to this article. School Safety Advocates 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 Human Resources/Legal Affairs, whenever possible, sixty (60) days prior to such a leave. An employee may not return to work unless the employee submits a Doctor's Verification of Illness or Disability Form (Appendix C) confirming fitness to return to work. Parental leave shall be extended for a period not to exceed six (6) months after termination of the employee's disability upon written application to the Office of Human Resources/Legal Affairs.

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

f. Other Unpaid Leave

Unpaid leave of absence may be granted for other justifiable reasons by the Office of Human Resources/Legal Affairs 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 Human Resources/Legal Affairs 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

Employees returning from a leave under this provision shall be placed in an equivalent vacant position for which they are qualified. In the event there are no vacant positions at the time the employee returns to work, the employee shall be placed on lay-off.

**ARTICLE 11**

**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. The district shall provide to the union a seniority list annually by April 1<sup>st</sup> of each year. 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 12

### **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 in writing by the Executive Director of Human Resources/Legal Affairs or his/her designee.
- B. When the Board makes any necessary reduction in personnel, it will discuss with the Union the necessity for and the effects of such a reduction prior to determining the actual reductions. 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.
  - 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;



- E. Vacant positions will be filled permanently by using the following criteria:
1. Seniority;
  2. Less than full-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 Human Resources/Legal Affairs, 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. Prior to implementing involuntary transfers, the district will meet with the union and the bargaining unit members affected by such transfers. A voluntary transfer may not cause an involuntary transfer. 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. Special program needs;
  4. Overall District security needs;
  5. Transfers will be to like positions without reduction in hours or benefits;
  6. Experience, qualifications, and work performance will be considered;
  7. The reasons for the transfer will be given the employee in writing at the time of the transfer.

- I. Bargaining unit members may apply annually for a voluntary transfer. Voluntary transfers shall be made only to vacant positions.

Factors that shall be used in considering voluntary transfers, in addition to those set forth in Article 12 (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 School Safety Advocate, less than forty-hour School Safety Advocates in the building where the absence occurs will be offered, by seniority, the right to work, in addition to their regular schedule, the additional hours at the substitute rate. In this instance, the district will fill the less than full time position with a substitute from the pool. Should no part-time School Safety Advocate want the half-time substituting opportunity, or should no part-time School Safety Advocate be assigned to that building, the Board will fill the full-time absence from the pool.

## **ARTICLE 13**

### **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 this Article. 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 Human Resources/Legal Affairs, 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.

All discipline for conduct described in Section 380.1230b of the Michigan Compiled Laws (unprofessional conduct) shall be exempt from the removal provisions of Article 13 of this Agreement. If the request to remove a discipline report from a personnel file is denied, the office of Human Resources/Legal Affairs shall advise the employee in writing.

- 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. It is further understood that the Board reserves the right to depart from the customary disciplinary chain provided for in this Article, 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 progressive penalty formula or steps provided under this Article, the severity of the penalty assessed will not be subject to modification or reduction in arbitration if there is a finding of just cause for the discipline.

- E. 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 Article.
- 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
- F. 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 Article.
- 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
- G. It is understood that in any instance where an employee receives discipline in accord with the provisions of this Article 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 this Article).

## **ARTICLE 14**

### **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 every other school year by May 10, unless the employee's services are determined to be unsatisfactory, whereupon the employee

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 Agreement. A conference shall take place with the employee and the administrative evaluator following each evaluation.

## **ARTICLE 15**

### **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 of the authorized representatives of each party.

##### **1. Level One**

School Safety Advocates who feel that the contract has been violated may file a

formal grievance. 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.

2. Level Two

In the event the grievance is not settled at Level One, the employee may appeal the matter to the Board's Appeal Committee. The appeal shall be initiated by a notice in writing filed in the Office of the Executive Director of Human Resources/Legal Affairs. 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 Second Level hearing has been held.

3. Level Three

Within ten (10) working days of receipt of the Board's answer at Level Two, the Union may, by written notice to the Office of the Executive Director of Human Resources/Legal Affairs, request that the matter be submitted to arbitration.

A panel of four (4) arbitrators shall be mutually selected by the parties. If the parties are unable to agree to a panel of arbitrators, the selection shall be made in accordance with the rules and procedures of the American Arbitration Association. The cost of the arbitrator shall be shared equally by the parties. The parties will select an arbitrator by blind draw. Each member of the panel will be used before a new rotation occurs. Either party may remove a name from the list with a written notice to the other party at least ten (10) calendar days prior to the date of removal, however, only one arbitrator may be removed by each party during any twelve (12) month period. If an arbitrator is removed from the panel, the arbitrator shall be replaced by the mutual agreement of the parties. 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 One, and within ten (10) working days at Level Two, 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 Three 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.
  - J. In accordance with the Public Employment Relations Act and the rules thereunder, either party may request mediation of a dispute involving the terms of this agreement through the Michigan Employment Relations Commission after a request for arbitration has been filed. The mediation shall be conducted pursuant to the rules of the Michigan Employment Relations Commission.

## ARTICLE 16

### Negotiation Procedure

- A. Not later than May 1 of the calendar year in which this Agreement is subject to reopen 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 17

### 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 18**

### **Long-Term and Emergency Positions**

- A. When a long-term or emergency circumstance arises that requires the Board to use a long-term non-bargaining unit person, the Union will be notified within forty-eight (48) hours of the circumstances leading to the employment of a long-term or emergency security personnel. Within two weeks of the onset of the long-term or emergency security situation, a consultation meeting will be held between the Board and the Union.

If such a position continues, thirty (30) days prior to the end of a six-month period following the placement of a long-term or emergency position, the parties may enter into a memorandum of understanding covering the status of the emergency position. If there is no 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.

## **ARTICLE 19**

### **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 Human Resources/Legal Affairs.

It shall be the responsibility of employees to notify the Office of Human Resources/Legal Affairs 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 the Agreement shall be applied in a manner that does not violate the civil rights of employees under state and federal law, and without regard to membership

in or association with the activities of any employee organization; provided, however, that nothing herein shall be so construed as to prevent the Board from establishing a mandatory retirement age. No employee shall be required to hold membership in any party or any organization or to contribute directly or indirectly to any political party, other organizations, agents, or individuals as a condition of employment or continuation of employment.

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

- 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, and division held prior to leaving the bargaining unit. Any seniority he/she accrued prior to his/her appointment to the supervisory position or other position outside the bargaining unit shall be reduced day for day while not in a bargaining unit 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 School Safety Advocates is voluntary. The Board will notify building administrators on the use of uniforms or standard dress for School Safety Advocates consistent with this Agreement.

The Board will purchase uniforms for use by School Safety Advocate members at all job sites. School Safety Advocate members are responsible for the maintenance and cleaning of the uniforms. This agreement extends through the 2004-2007 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 (6) months to review the uniform program and to revise or adjust the program.

The District shall provide reimbursement for uniform maintenance monthly in the amount of fifty (\$50) dollars per month per member in those months that have twenty (20) workdays. Employees working during the summer will receive the monthly maintenance amount during July. The parties agree to meet after the 2005-2006 school year to assess the reimbursement process.

- 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, School Safety Advocates 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.

- J. Whenever any claim is made, or any civil action is commenced, against a full-time or part-time employee for actions taken by the employee in the performance of his/her duties and while in the course of his/her employment and while acting within the scope of their authority, the Board shall provide and furnish appropriate legal representation.

The Board may compromise, settle, and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against the employee as a result of any civil action for personal injuries or property damage caused by the employee while within the course of his/her employment and while acting within the scope of his/her authority, the Board will indemnify the employee, and pay, settle, or compromise the judgment. Provided, that exempt from application of this provision is any conduct or action of an employee who is under the influence of intoxicants and illegal drugs. The Board will make the selection of the attorney or attorneys to represent employees in any particular matter.

- K. Deductions shall be made bi weekly, beginning with the second payroll following the start of the school year for students.
- L. The board shall provide a mailbox for the union in each building where school safety advocates are assigned.
- M. The district shall establish a school safety advocate of the month award to recognize outstanding work by school safety advocates.

**ARTICLE 20**

**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 2007.
- 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, 2007 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**

**BOARD OF EDUCATION OF THE CITY  
OF FLINT**

**MICHIGAN EDUCATION ASSOCIATION/**

**NATIONAL EDUCATION ASSOCIATION**

\_\_\_\_\_  
Brian Veenhuis, Chief Negotiator

\_\_\_\_\_  
Stephanie Rob-Martin, President

\_\_\_\_\_  
Anthony Brown, President  
Flint Security Association, MEA/NEA

\_\_\_\_\_  
David Comsa, Chief Negotiator  
Human Resources/Legal Affairs

**APPENDIX A**

**Flint Community Schools**

40-Hour Week School Safety Advocate Salary Schedule

**2004-2005 -- 0%**

Step					
1	2	3	4	5	6
439	468	490	525	555	583

**2005-2006 -- .75 %**

Step					
1	2	3	4	5	6
442	472	494	529	559	587

**2006-2007 – 1%**

Step					
1	2	3	4	5	6
446	475	499	534	565	593

**APPENDIX B**

**FLINT COMMUNITY SCHOOLS**

Date: \_\_\_\_\_

**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)

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.

This form is official notice that you are hereby issued a (check appropriate):

Warning \_\_\_\_\_ Reprimand \_\_\_\_\_ \*Suspension \_\_\_\_\_ \*Discharge Notice \_\_\_\_\_

Nature of Disciplinary Offense:

Less Serious \_\_\_\_\_ More Serious \_\_\_\_\_

Reason for Discipline:

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

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

\_\_\_\_\_  
Title Date

I acknowledge that I have been informed of the reason for my (circle 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 \_\_\_\_\_

**APPENDIX C, continued**

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: \_\_\_\_\_

Date of Discharge: \_\_\_\_\_

(c) Date of surgery, if any

Surgical procedure

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 \_\_\_\_\_ to and including \_\_\_\_\_

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:

\_\_\_\_\_20\_\_\_\_\_



- (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.)

\_\_\_\_\_20\_\_\_\_\_

Physician's name(please print or type)

\_\_\_\_\_

Office

address \_\_\_\_\_

Specialty board certification

\_\_\_\_\_

Physician's

signature \_\_\_\_\_

Date completed: \_\_\_\_\_

APPENDIX D

School Safety Advocate 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 School Safety Advocate at \_\_\_\_\_ School, hereby inform the Flint Board of Education that I shall take a paid personal business leave on \_\_\_\_\_, 20\_\_ I certify that the reason is in accordance with the provisions of Article 10(A) of the current School Safety Advocate Contract.

It is agreed that Paid Personal Business Leave days are provided for legitimate business, professional, and family obligations a School Safety Advocate 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 School Safety Advocate 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.

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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

\_\_\_\_\_  
School Safety Advocate's Signature

\_\_\_\_\_  
Date

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

**APPENDIX A**  
**Flint Community Schools**

40-Hour Week School Safety Advocate Salary Schedule

**2004-2005 -- 0%**

Step					
1	2	3	4	5	6
439	468	490	525	555	583

**2005-2006 --.75 % + Contingency**

Step					
1	2	3	4	5	6
442	472	494	529	559	587

**2006-2007 – 1%**

Step					
1	2	3	4	5	6
446	475	499	534	565	593