

PRE-SCHOOL STAFF

AGREEMENT

between

THE FLUSHING COMMUNITY SCHOOLS

HEREINAFTER REFERRED TO AS THE "BOARD"

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL # 324 AFL-CIO

HEREINAFTER REFERRED TO AS THE "UNION"

December 19, 2018 – June 30, 2021

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ARTICLE 1

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE 2

RIGHTS OF THE BOARD

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and the United States to manage and direct the Flushing Community Schools. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 3

UNION RECOGNITION

Section 1 - Union Recognition

- (a) The Board of Education of the Flushing Community School District (hereinafter called the Board or employer) hereby recognizes the International Union of Operating Engineers Local 324 AFL-CIO (hereinafter called the Union) as the sole and exclusive bargaining agent of the employees certified by the Michigan Employment Relations Commission (MERC) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- (b) The term "employee" as used herein shall include the following: All Preschool Employees, but shall exclude administrators and all other employees.
- (c) All unit members shall meet the requirements mandated by state and federal law for their positions; failure to do so shall be grounds for immediate termination.

- (d) The employer agrees that, upon hiring any new employee who is covered by this Agreement, the employer shall notify the appropriate Union Steward in writing of the name, date of hire, classification and job location of the new employee.

Section 2

The Union agrees that at no time will it solicit or collect monies of any kind on employer time.

ARTICLE 4

PROBATIONARY PERIOD

A newly employed employee shall be subject to a probationary period of not less than sixty (60) calendar days. During this probationary period, the employee shall be evaluated by an administrator. During this probationary period, the employee shall not have appeal to the grievance procedure for suspension or discharge from employment, but shall be entitled to all other benefits and shall be subject to all obligations of this Agreement. In the event that the employee is absent for more than ten (10) working days during the probationary period, it shall be extended for an additional period such that the employee actually works at least thirty-five (35) days.

ARTICLE 5

STEWARDS

- (a) The employees may be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be made known to the Board in writing.
- (b) The Chief or Alternate Steward shall investigate grievances during non-work time. Meetings with administration representatives, if occurring during what would normally be work time for the Steward(s), shall be paid.

ARTICLE 6

NON-DISCRIMINATION

The Board and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons of race, creed, color, religion, sex, age or national origin, height, weight, disability or marital status.

ARTICLE 7

SAFETY PRACTICES

- (a) The employer will take reasonable measures to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work.
- (b) The employee will be expected to notify the employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.

ARTICLE 8

WORK SCHEDULES

Work days and work hours shall be set by the employer in accordance with program needs and funding constraints. An employee is expected to work the days and hours so set unless time off is approved by the employer. Work in excess of forty (40) hours in a work week shall be paid at one and one-half (1 1/2) the employee's regular hourly rate. Employees may also be required to attend District sponsored in-service activities, such as First Aid Training, CPR training, for which time they will be paid.

Instructors shall have 2 days to prepare their classrooms prior to the start of school. All Aides shall be assigned to open house, registration, and clean-up and shall assist in classroom setup for 2 days prior to school.

ARTICLE 9

UNPAID TIME OFF

An employee is expected not to take time off unless good reason exists. Time off shall not be taken outside the maximums indicated below. It is understood that the Board may fill the employee's position on a temporary basis so long as the employee is on leave.

- (a) Family Emergencies: Up to three (3) days per school year. Family emergencies are defined as serious illness requiring the employee's presence. If additional time off for this reason is necessary, application may be made under (c) of this Article.
- (b) Personal Medical Disability: Until end of medical disability or end of school year (whichever occurs first). The employer may require medical certification of disability. An employee will not be terminated prior to one (1) calendar year of absence and may be granted an extended leave at the discretion of the Board.
- (c) Other Good Reason: Requested in writing and approved by the Assistant Superintendent or designee in writing prior to any time being taken, Each such request shall be approved, or not approved, on its own merits and shall not be precedent for any other approval. The past attendance of the employee, length of employment, and effect on program may be factors, in addition to the reason for the request, in determining approval or non-approval. Leaves granted under this paragraph which exceed ninety (90) working days will be with seniority adjusted by a period corresponding to the excess of thirty working days.

- (d) It is acknowledged that all employees are entitled to all of the rights enumerated in the Family and Medical Leave Act of 1993. Any provisions of this contract contrary to that law are null and void.

ARTICLE 9-A

PAID LEAVES

Section 1 - Personal Days

An employee shall receive personal leave hours in an amount equal to one and a half of his/her regularly scheduled hours for a week, up to a maximum of thirty-six (36) hours per school year. (For example, an employee who is regularly scheduled to work twenty-four [24] hours a week shall receive thirty-six [36] hours of paid leave for the school year. Employees shall be allowed to use personal time in one hour increments provided they can arrange for coverage.

If an employee has any personal leave hours remaining at the end of the school year, the employee shall be paid for these hours in a lump sum. The hourly wage rate for these hours shall be calculated based upon the weekly wages that an employee would normally receive based upon his/her regular work schedule, divided by the number of hours worked during the week. (For example, if an employee worked both as an aide and teacher during the week for a total of 20 hours, and earned a total of \$225 for the week, the hourly wage rate would be \$11.25 [\$225 divided by 20 equals \$11.25]).

Section 2 - Funeral Leave

Bereavement - Leave shall be granted without loss of pay in the event of death in the immediate family. Immediate family shall include husband, wife, father, mother, brother, sister, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepchildren, or relatives living in the same household. Recognizing that the term 'family' has changed, unit members may request that persons other than those listed be recognized as family members for the purposes of bereavement leave as outlined in this paragraph. Such requests will be considered by the Board, or designee. Such leave shall be granted for a period up to three (3) regularly scheduled work days or five (5) regularly scheduled work days, for husband, wife, son, daughter, stepchildren, father, mother, father-in-law and mother-in-law provided the employee is attending the funeral or memorial service. In the event the employee is not attending the funeral, leave will be granted only if the circumstances of such death otherwise requires his/her absence.

Section 3 - Emergency School Closings

Whenever scheduled school days are canceled due to acts of God, employees shall not be required to report for work or to remain at work after school premises have been cleared of students. Affected employees shall experience no loss of pay up to six (6) days under such circumstances if they would have otherwise worked. Any Act of God days in excess of six (6), unit members will be allowed to substitute personal hours to remain in pay status. Act of God days resulting in the cancellation of preschool programs in excess of six (6) days shall be rescheduled. Employees working rescheduled program days shall be compensated at that time.

Section 4 - Jury Duty

An employee requested to appear for jury qualification or services shall receive his/her pay from the Board for such time lost as a result of such appearance or service, less any compensation received for jury service, up to a maximum of five days. In the event that the employee is subpoenaed as a witness in any case connected with the employee's employment by the school, the employee will be paid full pay for all such days.

Section 5-Paid Holidays

An employee in active pay status and regularly scheduled to work on the following holidays shall receive pay for regularly scheduled hours on the following holidays.

1. Thanksgiving Day
2. Christmas Eve
3. Christmas Day
4. New Year's Day
5. Good Friday

ARTICLE 10

SENIORITY

- (a) The seniority of an employee shall begin with the latest date of hire as a regularly scheduled employee in the bargaining unit.
- (b) Seniority shall be cut off if any one of the following occurs:
 1. The employee quits, resigns or retires.
 2. The employee is discharged and the discharge is not reversed by the grievance procedure.
 3. The employee voluntarily takes a position outside the bargaining unit without the approval of the superintendent. (However, if the employee is in layoff status from a position in the unit, seniority shall continue until recall.)
 4. If the employee is absent for three (3) consecutive working days without following established District procedures to be followed in the event of an employee absence.
 5. If the employee overstays a leave or fails to return from layoff without providing an explanation acceptable to the Board within twenty-four (24) hours. In proper cases, exceptions will be made by mutual agreement.
 6. If the employee gives a false reason for a leave of absence.
- (c) In the event that two (2) or more employees are hired on the same date, the employee with the lowest last four digits of their Social Security Number shall be deemed the senior employee for purposes of determining seniority in this bargaining unit.

- (d) Employees shall be laid off and recalled according to their seniority in their classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee who is in a lower classification; provided, the senior employee is qualified to hold the position held by the least seniority employee. Recall shall be in reverse order of the layoff.

ARTICLE 11

DISCIPLINARY ACTION

- (a) It is recognized that any employee may be dismissed, suspended, or otherwise disciplined for just cause.
- (b) Below is a list of examples of just cause for dismissal, suspension, or other disciplinary measures. The list is not intended to be a complete or limiting list.
1. Fraud in securing employment.
 2. Incompetence or inefficiency in job performance.
 3. Stealing any item belonging to the school district, or stealing any item belonging to another person while on school property.
 4. Unexcused tardiness or absence from the job (including leaving early).
 5. Unauthorized extension of lunch periods or other breaks.
 6. Discourteous treatment of students, other school district employees or anyone visiting the school site.
 7. Insubordination.
 8. Inattention to or dereliction of duty.
 9. Falsifying records.
 10. Bringing alcoholic beverages onto school property, drinking during working hours, coming to work under the influence of alcohol, or drunkenness.
 11. The use or possession of narcotics that interfere with satisfactory work performance.
 12. Immoral conduct, or other conduct unbecoming a public employee.
 13. Conviction of a serious crime.
 14. Disregard of reasonable rules established by the employer and made generally known to the employee (including the provisions of this Agreement).
 15. Overstays leave of absence without prior approval (unless an excuse acceptable to the Board is provided).
 16. Engages in other employment during leave of absence without prior approval.
 17. Falsifies reason for leave request.
- (c) In the event of dismissal, suspension or other disciplinary action (except an oral warning), the employee shall have written notification and a copy of such notification shall be sent to the Union. Disciplinary action is subject to the grievance procedure.

ARTICLE 12

SOLE AND EXCLUSIVE GRIEVANCE PROCEDURES FOR BARGAINING UNIT EMPLOYEES

Section 1 Definitions

- (a) A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of the Agreement and filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.
- (b) All grievances must be instituted within five (5) working days after occurrence of the circumstances giving rise to the grievance or five (5) days after such should reasonably have been known, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.
- (c) Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Board, the Union, and any and all employees involved in the particular grievance.
- (d) Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the administration within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to, shall automatically close upon the basis of the last disposition.
- (e) The Board shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee institutes his/her grievance within five (5) working days after receipt of such pay.
- (f) When an employee is given a disciplinary discharge or suspension or a written reprimand and/or warning which is affixed to his/her personnel record, the employee will be notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed at Step I within five (5) working days from the time of presentation of the notice to the employee.
- (g) All claims for back compensation shall be limited to the amount of compensation that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he/she may have received, or could with diligent effort have received from any source during the period in question.
- (h) Any employee having a grievance shall first schedule an oral discussion with the immediate supervisor. A mutually convenient time for discussion of the grievance (within five [5] working days of the occurrence) shall be scheduled in advance by the employee and the supervisor. The supervisor may refuse to discuss the grievance with the employee at any other time.

STEP 1. In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within five (5) working days from the oral discussion. The employee and the Steward shall sign the grievance forms. The grievance forms must include (1) a statement of the grievance and facts upon which it is based and citing alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within five (5) working days.

STEP 2. Failing to resolve the grievance in the first step, the Union shall within five (5) days of receipt of the supervisor's disposition contact the Superintendent's designee to discuss said grievance.

This meeting shall be scheduled for a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the Superintendent's designee, unless a longer interval is mutually agreed upon. The Superintendent's designee shall give a decision in writing relative to the grievance within five (5) working days of the meeting with the business representative of the Union.

STEP 3. Failing to resolve the grievance in the second step, the Union shall within five (5) working days of the Superintendent's designee's disposition contact the Superintendent of Schools to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the Superintendent of Schools unless a longer time is mutually agreed upon. The Superintendent of Schools shall give his/her decision in writing relative to the grievance within five (5) working days of his/her meeting with the business representative of the Union. The Superintendent's decision shall be final and binding, unless changed as a result of the procedure in Step 4.

STEP 4. A. The following Step 4 shall only apply to grievances contesting the discharge of an employee. If the Union is dissatisfied with the decision of the Superintendent, the Union may appeal the grievance to arbitration within fifteen (15) days after receiving the Superintendent's decision by giving written notice to the Superintendent of the Union's intent to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the Union shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator under its procedures. The arbitrator shall follow American Arbitration Association labor arbitration rules.

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted.

The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and shall not usurp the actions of the District in the proper exercise of its judgment and discretion under the law and this Agreement. The decision of the Arbitrator, if within the scope of his authority as above set forth, shall be final and binding. The costs of arbitration shall be borne by the losing party; however, each party shall bear its own expense.

B. With respect to grievances not contesting the discharge of an employee, if the Union is dissatisfied with the decision of the Superintendent, the Union may appeal the grievance to mediation within fifteen (15) days after receiving the Superintendent's decision by requesting the Michigan Employment Relations Commission to appoint a mediator to resolve the dispute. The District agrees to participate in the mediation process.

ARTICLE 13

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE 14

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of Law or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 15

TERMINATION AND MODIFICATION

- (a) This Agreement shall become effective upon ratification by both parties.
- (b) This Agreement shall continue in full force and effect from December 19, 2018 until midnight June 30, 2021.
- (c) An emergency manager properly appointed under the local Financial Stability and Choice Act, may subject to any applicable legal restrictions, reject, modify, or terminate this Agreement as provided for in the Act for as long as the Act is in effect.

ARTICLE 16
COMPENSATION

The hourly pay rates for employees shall be as follows:

	2018-19*	2019-20**	2020-21***
Instructors			
First Year	\$14.29	\$14.43	\$14.58
First Year + 60 hours(1)	14.88	15.03	15.18
First Year + LC (2)	15.79	15.94	16.10
Second Year Plus + 60(1)	15.58	15.74	15.90
Second Year Plus +LC(2)	16.51	16.68	16.85
Third Year + 60 hrs (1)	17.10	17.27	17.44
Third Year + LC (2)	17.99	18.17	18.35
Aides			
Aides Base Rate	11.11	11.22	11.33
Aides Plus + 60 (1)	11.62	11.73	11.85
Aides Plus + LC (2)	12.42	12.55	12.67

*Effective with the first pay not already processing immediately following board approval.

**The 2019-20 hourly pay rates are contingent upon the 2018-19 audited preschool program total revenues exceeding total expenditures. Pay rates 2019-20 shall revert to the 2018-19 pay rates if the program does not generate revenues in excess of expenditures.

*** The 2020-21 hourly pay rates are contingent upon the 2019-20 audited preschool program total revenues exceeding total expenditures. Pay rates for 2020-21 shall revert to the effective 2019-20 pay rates if the program does not generate revenues in excess of expenditures.

¹ Applies to current, "grandfathered" employees who have 60 hours toward the Child Development Associate credential.

² Applies to employees who meet the State qualifications for Lead Caregiver.

Professional Development

All employees must meet the requirements mandated by state and federal law for their positions. The costs of any subsequent trainings, workshops, seminars or classes as required by the State or District shall be paid by the District. Employees will be paid at the rate of pay they would have received if they were at work. Open House and the first day of work in the auditorium shall be paid as in the past (i.e., instructors shall be paid at the instructor rate). Mileage will be paid for employees driving to required trainings, workshops, seminars or classes outside of the District, and driving time will also be compensated.

ARTICLE 17
QUALIFICATIONS

Lead teachers and aides must meet the qualifications per the Child Care Center rules of the Technical Assistance and Consultation Manual from the Michigan Department of Health and Human Services.

ARTICLE 18

GROUP INSURANCE COVERAGE

The board shall contribute a monthly amount toward Health/Rx, Dental, and Vision insurance coverage as identified in the District Per Month CAP table below based on insurance eligibility. Eligible bargaining unit employees have the right to select optional dependent child(ren) Health/Rx insurance coverage at the employee’s expense. Bargaining unit employees shall pay any cost that exceeds the District Per Month CAP on a pre or post tax basis based upon the employee’s election and signature authorizing deduction per IRS Section 125 Regulations of Cafeteria Plan.

2015-2016 Per Month CAP

2015-16	Health/Prescription	Dental	Vision
1-Person	*	\$31.37	\$7.34
2-Person			
Full Family			

* For those employees who will be benefit eligible based upon the Affordable Care Act, the rate of employee contribution for the health care plan will be 9.5% or less of gross income as defined in the Affordable Care Act Safe Harbor Regulations at the time of each open enrollment. If regulations change in regards to the Affordable Care Act and any State regulations, Flushing Community Schools reserves the right to make required changes.

Annually, the district per month CAP dollar amount contribution toward Dental and Vision shall be adjusted at the same rate as the Annual Cost Limitation contribution rates as established by the Michigan Department of Treasury. MCL 15.563 provides that the CAP shall be adjusted by October 1 of each year, by the change in medical care component of the United States consumer price index for the most recent 12-month period for which data are available.

Section 1 – Hospitalization and Major Medical Insurance Coverage for Employee

- (a) To the extent required by the Affordable Care Act, the Board shall provide single subscriber Bronze Level benefits to eligible employees effective July 1, 2015 or as required by law. Adjustments may be made as necessitated by further development of the Affordable Care Act guidelines.
- (b) Eligible bargaining unit employees have the right to select optional dependent child(ren) Health/Rx insurance coverage at the employee’s expense. Bargaining unit employees shall pay any cost that exceeds the District Per Month CAP on a pre or post tax basis based upon the employee’s election and signature authorizing deduction per IRS Section 125 Regulations of Cafeteria Plan.
- (c) Coverage of eligible employees and dependent child(ren) shall become effective if, and only if, the employee has submitted properly completed forms to the personnel office. It is the employee’s responsibility to see that all forms are properly completed and submitted.

Section 2 - Group Term Life Insurance for Employees

Subject to the regulation of the carrier, the Board shall provide, without cost to the employee, an accidental death and dismemberment group term life insurance policy in the face amount of \$15,000 for each member of the bargaining unit.

Section 3 - Dental Insurance

The Board shall pay the full cost of the CAP for a dental insurance plan for each employee covered by this agreement whose spouse does not currently have dental coverage. This coverage will be provided at the single subscriber level after the employee has 3 years of service within this unit.

While coverage levels will remain the same as identified within this contract, the provider and plan may be at discretion of the district bid on an annual basis.

Annual Maximum: \$1,000.00
Lifetime Maximum for Orthodontics: \$1,300.00

Section 4 - Vision Care

The Board shall pay the full cost of the CAP for a vision insurance plan for each employee covered by this agreement whose spouse does not currently have vision coverage. This coverage will be provided at the single subscriber level after the employee has 3 years of service within this unit.

While coverage levels will remain the same as identified within this contract, the provider and plan may be at discretion of the district bid on an annual basis.

ARTICLE 19

ANNUAL LONGEVITY SERVICE AWARD

(a) An annual longevity service award shall be paid to qualified bargaining unit employees in accordance with the following schedule, (based on the employee's continuous years of service as a Flushing Community Schools employee represented by Local 324 as of December 1st of each year.)

	2018-2020
10 to 14 years.....	\$175
15 to 19 years.....	\$225
20 to 24 years.....	\$275
25 years or more.....	\$325

(b) Annual longevity service awards shall be paid to qualified employees in the first pay in December, and such payment shall be considered as additional wages.

IN WITNESS WHEREOF:

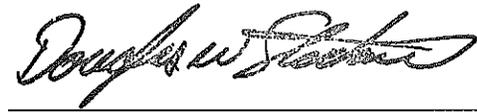
The parties hereto have caused this instrument to be executed.

FLUSHING COMMUNITY SCHOOLS

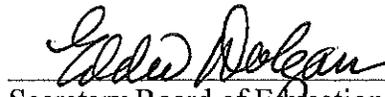
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL #324,
AFL-CIO



President Board of Education



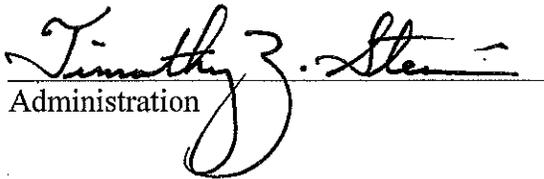
Business Manager



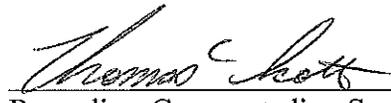
Secretary Board of Education



President



Administration



Recording-Corresponding Secretary