

# **Master Agreement**

**Between**

**HURON VALLEY SCHOOLS  
BOARD OF EDUCATION**

**And**

**HVCCA**

**Huron Valley Child Care Association**

**2011-2013**

## TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Recognition	2
Article I	Management Rights	3
Article II	Association and Employee Rights	4
Article III	Non-discrimination Clause	6
Article IV	Deduction of Dues, Agency Shop Fees	7
Article V	Work Year, Working Hours, Working Conditions	9
Article VI	Probation	11
Article VII	Seniority	12
Article VIII	Layoff and Recall	14
Article IX	Vacancies, Transfer, and Promotion	16
Article X	Leaves	18
Article XI	Compensation	20
Article XII	Employee Evaluation	21
Article XIII	Employee Discipline	22
Article XIV	Grievance Procedure	23
Article XV	Miscellaneous Provisions	26
Article XVI	Duration of Agreement	28
APPENDIX A	Wage Scale 2011-2013	29
APPENDIX B	Attendance Incentive	30

## RECOGNITION

- A. The Board hereby recognizes the Huron Valley Child Care Association, MEA/NEA as the designated and sole bargaining and negotiating agent, as defined in Section Eleven (11) of Act 379, Public Acts of 1965 as amended, for personnel employed by the Huron Valley School District in this unit in respect to hours, wages, terms and conditions of employment for the duration of this Agreement.
- B. Members of this unit shall include, but are not be limited to:
- Supervisors: School Age Care, Kare program  
Teachers: Pre-school  
Staff: School Age Care, Kare program, and Pre-school
- C. The Board agrees that it will not negotiate with any other Association, individual, or group of individuals concerning the subject matter of this Agreement: not promote, assist, aid, foster, or recognize any other Association during the duration of this Agreement.
- D. A temporary employee is defined as:
1. A per-diem substitute to be hired in any one position for a period not to exceed thirty (30) calendar days. This may be extended by mutual agreement between the Association and the Board.
  2. An employee serving a probationary period.
  3. Per-diem substitutes.
  4. Paid and unpaid high school student interns.

## **ARTICLE I**

### **Management Rights**

A. Board Retention of Rights

Subject to the provisions of this Agreement, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves upon itself, 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, including but not limited to the following, the right to:

- B. Executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees;
- C. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and promote and transfer all such employees;
- D. Establish grade levels and courses of instruction, including special programs, and provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- E. Review and approve all the means and methods of instruction and supervision of students, the selection of textbooks and other materials, and the use of teaching aids of every kind and nature;
- F. Determine duties, responsibilities and assignment of employees with respect to work schedules, hours of instruction and or supervision, non-teaching school activities and administrative activities.
- G. Exercise of Board Rights

The exercise of the foregoing powers, the adoption of policies and the use of judgment by the Board shall be limited only by the terms of this Agreement, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

## **ARTICLE II**

### **Association and Employee Rights**

- A. The Association and its representatives shall have the use of school facilities according to the written policies of the Board of Education, which govern other community citizens' groups. The cost of hourly personnel required, materials, equipment use, additional maintenance and other expenses related to such use shall be charged to the Association at school district cost. The school buildings, facilities, and equipment shall not be used by an employee for his/her private use without obtaining approval from the Superintendent/designee.
  
- B. Listed Association Representatives and officers of the Association shall be permitted to transact official Association business on school property with members of the Association, provided that this shall not interrupt normal school operation, or interfere with the discharge of individual duties. The Association shall provide a list of Association Representatives and Association officers to the Board within ten (10) working days of an election and/or change of representatives or officers.
  
- C. The Association shall have the privilege to use school business machines, school mail systems and audio-visual equipment for association business, when such equipment isn't otherwise in use, after prior approval has been obtained from the supervisor of the equipment. The Association will pay for the cost of all materials and supplies incidental to such use based on school district cost. It is understood that use of district equipment will not interfere with student services.
  
- D. The Association shall have the right to post notices of its activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school building and Duck Lake Center. The Association may use mailboxes for communication to members. No member shall be prevented from wearing insignia, pins or other identification of membership in the Association.
  
- E. The Board agrees to furnish to the Association in response to requests, from time to time, all readily available information concerning the financial resources of the district, and such other readily available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the members.
  
- F. The duties and responsibilities of any member will not be significantly altered or increased without efforts being made to give the member an opportunity to discuss this change of duties and responsibilities with the

Administration. The member may choose to be accompanied by an Association Representative during any such discussions.

G. Payroll Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for PAC, annuities, credit union or any other plan or program approved by the Board.

- H. Representatives of the Association shall be allowed time to attend State and/or National Association workshops, conferences, conventions and other activities up to three (3) days per school year; provided, no more than one employee may be gone at any one time, unless otherwise agreed by the District. Application for use of said days, signed by the Association President, must be turned in at least five (5) workdays in advance.

## **ARTICLE III**

### **Non-discrimination Clause**

- A. The Board and the Association agree that in matters concerning hours, wages and conditions of employment, they will not discriminate on the basis of race, creed, color, religion, national origin, sex, age, marital status, height, weight, or physical handicap.
- B. Both parties agree that in matters of administration, as well as in the discharge of individual duties, and in the processing of grievances, neither party shall be arbitrary, capricious, or discriminatory.

## ARTICLE IV

### Deduction of Dues, Agency Shop Fees

#### A. Service Fees

Each bargaining unit member shall, as a condition of employment:

On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or

Pay a Service Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

#### B. Objections Policy

Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.



C. Dues Deductions

Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union provided authorization has been received at least five (5) work days prior to the pay period ending date. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization the employer shall deduct one twentieth of such dues, assessments, and contributions from the regular salary check of the bargaining unit member each pay for twenty (20) pays beginning with the first pay of each school year.

D. Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions, as allowable by law, or any other plans or programs jointly approved by the Union and the Employer.

## ARTICLE V

### Work Year, Working Hours, Working Conditions

- A. Start of Work year - Each member of the bargaining unit will be informed of the starting date for the next year via the negotiated school calendar as soon as it becomes available.
- B. Working Hours, Breaks, Travel Time and Preparation Time
1. The regular workday for childcare employees shall be not more than eight (8) hours, and not less than two (2) hours per day.
  2. The regular workweek shall consist of two (2) to forty (40) hours per week, Monday through Friday.
  3. Supervisors and Pre-school teachers shall be allowed to schedule up to one half hour of preparation time each day with the coordinator's approval.
  4. Bargaining unit members will not be required to do billings. This shall be open to negotiations if billing procedures change to require members to do billings.
  5. If an employee reports to work and is sent home due to unforeseen non disciplinary causes, the employee will be paid for two hours or hours worked, whichever is greater.
  6. Employees are not required to work on scheduled days of student instruction which are cancelled because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs or health conditions as defined by the city, county or state health authorities, will be paid for the first two (2) such days.
- C. Working Conditions
1. The Board recognizes that employees perform best when general working conditions are safe and appropriate for meeting job responsibilities
  2. Safety - The employee shall report to the immediate supervisor, upon first knowledge, any suspected or evident dangerous condition, equipment, or situation when there is a question as to whether the equipment or condition is unsafe.

3. Medication - School district personnel are covered under the school district liability policy in administering medication. If any employee is complained against or sued in conjunction with first aid and/or administering medication, the Board shall render all justifiable assistance to the employee to the extent of its liability policy.

D. General

1. Employees shall have the use of copy machines and equipment which are available on site for use in support of meeting work assignment responsibilities.
2. Employees shall have access to lounge facilities as located on site.

E. Replacement of Absent Employees

1. The coordinator will assume responsibility for obtaining a substitute for the absent employee.
2. Qualified bargaining unit members may be used as daily substitutes when the hours do not conflict with their regular assignment.
3. An employee who substitutes in a higher classification shall be paid at the step and rate of the position in which he/she is subbing. Substitutes shall be first selected within the center needing a substitute.
4. Employees who are unable to report to work on time must notify the coordinator or designee thirty minutes prior to their starting time to indicate their estimated time of arrival. Employees must notify the coordinator or designee a minimum of thirty minutes in advance if they will be absent from work. Employees who fail to adhere to this notification process may be subject to disciplinary action.

- F. Any necessary adjustment in hours shall be made by seniority, within the center, at that site. It is understood that two providers must be on site during the scheduled hours.

## **ARTICLE VI**

### **Probation**

- A. Employees hired new to the District, or rehired after having quit, shall serve a probationary period of sixty (60) days worked.
- B. After satisfactory completion of the probationary period, seniority shall be retroactive to the first day worked.
- C. The district will conduct an orientation program for newly hired employees within the first seven (7) days of employment.
- D. With the exception of discharge during the probationary period, or unless otherwise noted, probationary employees shall be entitled to all terms and conditions of employment as set forth in this agreement.

## ARTICLE VII

### Seniority

A. General: Seniority shall be on a unit-wide basis and be established for each classification. The classification levels shall be:

1. Teachers: Pre-school
2. Supervisors: School Age Care, Kare program
3. Staff: School Age Care, Kare program, and Preschool

If an employee is transferred or promoted to a position under the Board which is not included in the bargaining unit, his/her accumulated seniority in the bargaining unit will be frozen as of the date of the transfer.

In the event the employee returns to the bargaining unit, he/she shall be granted everything under this agreement that his/her accumulated frozen unit seniority entitles him/her to. Any such return to the bargaining unit shall only be to a vacant position.

Employees on approved leaves shall continue to accrue seniority for the first six (6) months of the approved leave.

B. Seniority List

1. Upon written request, the Board shall provide the Association with a seniority list on October 1 of each year. The Board shall notify the Association of all new hires, discharges, quits and retirements.
2. The seniority list will reflect each employee's seniority by each classification held and by date of hire.

C. Loss of Seniority: An employee shall lose seniority for the following reasons:

1. He/she resigns/retires or leave the bargaining unit.
2. He/she is discharged for just cause.
3. He/she is absent for three (3) consecutive working days without notifying the Board, or without the consent of the Board.

4. He/she does not return to work within ten (10) working days after a certified letter has been sent his/her last known address notifying him/her of his/her recall from layoff.
- D. Employees hired the same day shall be ranked for seniority by blind draw.

## **ARTICLE VIII**

### **Layoff and Recall**

- A. The Board shall retain the right to determine necessary layoffs within budgetary and operational requirements of the school district; however, five (5) working days prior to the notice of layoffs, the Board shall meet with the Union in a Special Conference to provide reasons for the layoffs.
- B. Once it is known that layoffs will occur, no newly created or other vacant positions shall be filled externally unless there is no laid off qualified bargaining unit member who can fill the position.
- C. In the event of layoff, employees working on a temporary basis will be terminated first. Next to be terminated will be the probationary employees provided there is a qualified bargaining unit member to fill the position.
- D. The Board may further reduce the work force by requesting voluntary layoffs from members of the bargaining unit. The Union shall be notified when this Section of the contract is to be implemented and the request(s) shall include the specific length of time involved in each proposed voluntary layoff. Seniority of employees taking voluntary layoffs shall continue during such a layoff.
- E. Filling the vacancies created by B., C., and D. above, and the determination of further reductions (if necessary) shall be accomplished by the bumping procedure set forth in Section F. below.
- F. An employee whose position is eliminated shall have the right to bump in the following order (provided that they are qualified and have sufficient seniority):
  - 1. Into any vacancy that exists in the displaced employee's classification as the result of Section B., C., or D.
  - 2. The least senior person in a position in the displaced employee's classification.
  - 3. The least senior person in a lower classification with less seniority than the displaced employee or accept layoff. In the event there is not an employee with less seniority in the next lower classification, this process shall be applied to another lower classification if one exists.
- G. Employees being laid off will be given five (5) work days notice with a copy of such notice being sent to the Union.

- H. Beyond the date of layoff, the Board shall not be obligated to extend to any laid off employee any of the wages, fringe benefits, or terms and conditions of employment within this Agreement except for recall rights defined in this article.
- I. Laid off employees shall be placed on a list for a period of one (1) year and recalled in the order of seniority to a vacant or newly created position for which they are qualified. Within twelve (12) months of recall to a position in a lower classification, an employee, upon written request, will be given preference by seniority for a vacant position in the classification the employee was in at the time of layoff.

Notice of recall shall first be attempted by telephone; if the employee is not contacted by phone, recall will then be by written certified notice, return receipt requested, to the employee's last known address on file with the school administration. The employee shall be required to notify the supervisor of her/his intent to return to work within two working days of receipt of the phone call or letter and report back to work within ten working days after receipt of the phone call or date of delivery or proof of non-delivery of the letter.



## ARTICLE IX

### Vacancies, Transfer, and Promotion

A. Vacancy

A vacancy shall be defined as a newly created position or a present position that the Board intends to fill.

B. Vacancy Posting

Vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) workdays. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Anticipated starting date
4. Rate of pay
5. Number of hours to be worked
6. Classification
7. Minimum qualifications

C. Vacancy Notification

Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the posted period of the five (5) workdays.

D. Award of Vacancies

Vacancies shall be filled with the most qualified applicant after consideration of the factors listed below. These factors are equal in status.

1. Performance evaluations (When a system is in place and everyone has received at least one evaluation.)
2. Work history and experience
3. Ability to perform work available
4. Previous education/training

When two (2) or more applicants are found to be equally qualified for the vacancy, based on the factors defined above, the position will be awarded to the most senior applicant.

- E. Copies of all postings shall be sent to the Association President.
- F. Transfer and promotion of employees shall be made by the Board based upon the seniority and qualification of the employees. Qualification shall be set by the Board and posted.
- G. A transferred employee will be given a twenty (20) work day trial in the new assignment. This trial period may be extended by ten (10) days worked at the discretion of the coordinator. The assignment will become permanent upon completion of the trial period.

If the employee is unsatisfactory in the new position, written notice and reasons shall be submitted to the employee by the Board. At the end of an unsatisfactory trial period, or at any time during the trial period, the employee has the right to return to his/her vacated position.

- H. Employees promoted to a higher classification will be placed at the same step of the salary schedule as the employee held prior to the promotion.
- I. Employees moved down in classification shall be placed at the same step of the salary schedule as was held prior to moving to the lower classification.
- J. A vacancy shall be defined as: any open position which was newly created, open due to promotion, demotion, termination, voluntary quit, or transfer.
- K. Unit vacancies shall be posted within five (5) working days for a period of five (5) working days on the Association Bulletin Board. After the posting expires, management will make every effort to fill said vacancy within ten (10) working days. If this is not possible, the Association will be informed of the reason/s.

## ARTICLE X

### Leaves

#### A. Leaves of Absence

Leaves of absence without pay for up to one (1) year in duration may be granted to bargaining unit members upon written request. A request for leave of absence shall include the reason for the leave, along with requested beginning and ending dates of the leave. For long term leave the employee may be responsible for the daily benefit costs, if any.

#### B. Active Duty Military Leave

Military leaves of absence without pay shall be granted to any bargaining unit member who shall be inducted or shall enlist or shall be called up for active duty as a member of the military reserves for military duty to any branch of the armed forces of the United States.

Bargaining unit members on military leave shall return to work no later than the beginning of the semester following the end of their first term of service.

Military leave shall not be granted or extended to any bargaining unit member who voluntarily extends their term of service.

#### C. Educational Leave

A leave of absence of up to one (1) year may be granted for the purpose of permitting the bargaining unit member to continue his/her education.

#### D. Extensions

The employer, upon written request of the bargaining unit member, may grant an extension past the one (1) year. The request shall include the reason for the extension and the anticipated date of return.

#### E. Return from Leave

A bargaining unit member returning from an unpaid leave of absence shall be assigned to a position at the discretion of the Superintendent.

Bargaining unit members may request a specific assignment(s), in writing, prior to returning from an unpaid leave.

Time on unpaid leave shall not count toward step advancement on the wage scale.

F. Family Leave

Leave defined in this section is to conform to and not to surpass or exceed the standards and provisions of the Family Medical Leave Act. A leave of absence shall be granted to any (male or female) bargaining unit member for any of the following purposes:

- the birth or placement for adoption or foster care of a child;
- because of a serious health condition of a family member;
- because of the employee's own serious health condition;
- the care of a child under age 18;
- because of a qualifying exigency arising out of the fact your spouse/son/daughter/parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves
- Because you are the spouse/son/daughter/parent/next of kin of a covered servicemember with a serious injury or illness

A family leave may be taken on an intermittent or reduced schedule basis at the employee's option. The employer shall continue all health insurance benefits during a family leave.

G. Definitions

For the purposes of the provisions of this Article (II), a child is defined as the biological, adopted, or foster child, or a step-child, legal ward, or child of a person standing in *loco parentis*. A family member is defined as a child, spouse, parent, parent-in-law, step-parent, or grandparent (Grandparent not included in Family and Medical Leave Act provision and standards).

H. Bereavement

In the event of death in the immediate family, an employee may be granted up to five (5) leave days. The immediate family shall be defined as parents, parents-in-law, grandparents, grandchildren, spouse, children, brother, sister, brother-in-law or sister-in-law. To use this time off without loss of pay, the employee must certify in writing to the Executive Director of Human Resources the details of the request.

## ARTICLE XI

### Compensation

- A. The wages of employees covered by this agreement shall be as set forth in Appendix A which is attached to and incorporated in this agreement. Such Appendix shall remain in effect during the term of this agreement.

Pay periods shall be twice each month with a twelve (12) month schedule of twenty-four (24) pays. If the pay day is a bank holiday or weekend, pay day will be on the previous business day. Pay will be deposited electronically into the bank, credit union or financial institution of the employee's choice. Those employees who do not have such accounts will have their pay electronically sent to the district identified financial institution where they will receive their total pay. Any fee or financial cost associated with the deposit to the financial institution or withdrawal from the financial institution will be paid by the district. Payroll statements will be sent electronically.

- B. Longevity

Employees with ten (10) or more years of seniority shall receive a \$300 longevity stipend. To qualify for the longevity stipend an employee shall be working a minimum of twenty (20) hours per week.

- C. CPR and First Aid

Employees shall be paid their hourly rate for CPR and First Aid training in which the employee is in attendance.

## ARTICLE XII

### Employee Evaluation

A. Written Evaluation by Management

The parties agree that the timely and objective evaluation of the work performance of employees is a valuable activity for both the employer and employee. Its primary purpose is to aid the employee in maintaining and improving job performance.

- B. Each employee shall sign the written evaluation, which only indicates that the employee has received it. If the employee disagrees with the written evaluation, the employee may submit the objections in writing which will be attached to the written evaluation and placed in the employee's personnel file.

C. Performance Deficiencies/Notice

At any time deficiencies in performance are recognized, such deficiencies shall be set forth in specific terms in writing and discussed with the employee in a timely fashion. Adequate time shall be allowed to obtain the necessary improvement. The employee shall be involved in the development and implementation of any plans of improvement of performance.

- D. A bargaining unit member that does not receive an evaluation shall be deemed to have satisfactory work performance for that evaluation period. The content of an evaluation is not subject to the grievance procedure.

## **ARTICLE XIII**

### **Employee Discipline**

- A. The Board shall not discipline, suspend or discharge any non probationary employee without just cause.
- B. In imposing any discipline on a bargaining unit member, the Board may give due consideration as to the validity, date and/or relevance of any known past offense.
- C. Oral or written reprimands or warnings, suspensions, with or without loss of pay, or other discipline, including discharge, will be discussed with the employee in private. An Association Representative may be present at the option of the employee. The Board will notify the employee of his/her right to representation prior to taking any disciplinary action.

The discipline of an employee shall be implemented in a timely manner.

- D. Discipline, suspension or discharge of a probationary employee shall not be subject to arbitration.
- E. Employees may review their personnel file pursuant to the Bullard-Plawecki "Employee Right to Know Act", Public Act 397, as per school district procedures.

## ARTICLE XIV

### Grievance Procedure

A. Any complaint, excluding evaluation content and the discharge of a probationary employee, which may arise between a Union employee and the Board as to the meaning, interpretation or application of the provisions of this Agreement may be considered a grievance subject to settlement under the procedures provided as follows:

B. Adjustment of Grievances

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

Level One

The employee and/or the Union with a grievance shall first discuss the matter with the director or designee, either directly or through a Union representative, with the objective of resolving the matter informally. No grievance shall be processed unless it is presented within ten (10) working days of its occurrence or the time when the employee/union knew, or should have known, of its occurrence.

Level Two

In the event that the employee and/or the Union is not satisfied with the disposition of the grievance at Level One, the grievance may be filed in writing to the director or designee within ten (10) working days. A hearing on the appeal shall be held at Level Two within ten (10) working days after notification has been received. The director or designee shall issue a decision in writing within ten (10) working days after such meeting.

Level Three

If the aggrieved is not satisfied with the written decision at Level Two the Union and/or the aggrieved may appeal to the next Level of the grievance procedure (Level Three) in writing to the Executive Director of Human Resources within ten (10) working days. A hearing on the appeal shall be held at Level Three within ten (10) working days after notification has been received. The Executive Director of Human Resources shall render the decision in writing to the Union and the aggrieved within ten (10) working days after the hearing has been held.



#### Level Four

In the event the grievance is not settled at Level Three, the Union shall have ten (10) days in which to submit the same to binding arbitration by notifying the employer of its intent. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

Following the written notice of request for submission to arbitration, the Union and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the request for submission to arbitration, the party seeking arbitration shall file a request with the American Arbitration Association to provide a panel of arbitrators. The rules and regulations of the American Arbitration Association shall govern the selection of the arbitrator. It shall be the function of the arbitrator, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of the Agreement.

He/she shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy or rule or any action taken by the Board, as long as such ruling by the Board has not violated the right of this Agreement. In all cases, decisions rendered by an arbitrator shall be final and binding on the parties. The fees and expenses of the arbitrator shall be shared equally by the parties.

- C. The time limits set forth above in Levels One-Four may be extended. The party requesting an extension shall be automatically granted a five (5) workday extension upon written notification to the other party. Additional extensions may be mutually agreed to by the parties. Time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform.
- D. The grievance procedure set forth herein shall constitute the sole and exclusive remedy for grievances.
- E. A grievance may be withdrawn at any time without prejudice.

F. During each Level where a grievance is reduced to writing the written statement shall clearly specify:

1. The specific section of the Master Agreement allegedly violated.
2. When this alleged violation occurred.
3. In what way there has been a violation, misinterpretation or misapplication of this Agreement.
4. The results of the previous Level in the grievance procedure and why such results were unsatisfactory.
5. The name or names of the aggrieved person or persons, the manner in which they have been injured and the proposed remedy or remedies for resolution of the grievance.

G. The Association Representative (AR) or other bargaining unit member designated by the HVCCA and the aggrieved may be present at all grievance meetings. A representative of Michigan Education Association may also attend.

1. The Board shall allow its employees the proper time off from their job, with pay, when grievance meetings are held during the regular work day.
2. Both parties shall have the right at Level Four to call in any witness that may be needed. Each party shall reimburse their witness for any loss of pay.

## ARTICLE XV

### Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and consisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.
- D. The provisions of this Agreement are mutually binding as to wages, hours, terms and conditions of employment.
- E. A sufficient number of copies of this Agreement shall be printed and distributed at the expense of the Board. It is understood by both parties that this Agreement should be distributed to the Association members as soon as possible.
- F. Job Descriptions

Management retains the right to determine job descriptions, however, input from employees will be considered. Current job descriptions may be requested by the association president by August 1 of each year.

- G. Special Conferences

Special conferences may be called by the Association President or the Board or its designated representatives on important matters to be determined between the Board and the Association. Such formal meetings shall be between representatives of the Board and at least two (2) representatives of the Association. Arrangements for such conferences shall be made at least five (5) days in advance of the meeting. The party calling for the conference shall prepare an agenda. Matters taken up in such conferences shall be confined to those items included in the agenda. If it is mutually agreed to hold such conferences during working hours. Members of the Association shall not lose pay for time spent in such conference. These conferences may be attended by, designated representatives of the

Board of Education, representatives of the Association, or representatives of the MEA-NEA. It is understood that no more than three (3), representatives from either party shall attend a Special Conference unless mutually agreed to by both parties.

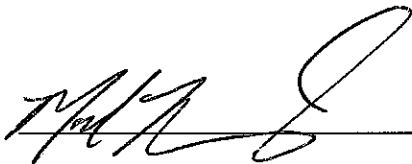
**ARTICLE XVI**

**Duration of Agreement**


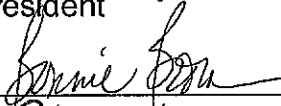
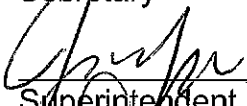
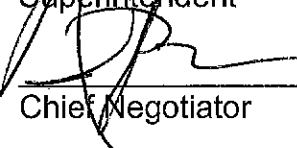
This Agreement shall be effective as of July 1, 2011 and shall continue in effect until the 30th day of June 2013.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

HURON VALLEY CHILD CARE  
ASSOCIATION

By  \_\_\_\_\_

HURON VALLEY SCHOOLS  
BOARD OF EDUCATION

By  \_\_\_\_\_  
President  
 \_\_\_\_\_  
Secretary  
 \_\_\_\_\_  
Superintendent  
 \_\_\_\_\_  
Chief Negotiator

**APPENDIX A**  
**Huron Valley Child Care Association (HVCCA)**  
**Hourly Wage Schedule**  
**2011-2013 School Year**

**2011-2013 School Year**

<b>Position</b>	<b>Probation</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Preschool Teachers</b>	\$ 15.43	\$ 16.51	\$ 17.62	\$ 18.72	\$ 19.83
<b>School Age Care Supervisors</b>	\$ 11.57	\$ 12.12	\$ 12.66	\$ 13.23	\$ 13.76
<b>School Age Care Staff/Preschool Staff</b>	\$ 8.81	\$ 9.92	\$ 10.45	\$ 11.02	\$ 11.57
<b>Kindergarten Supervisor</b>	\$ 13.23	\$ 13.76	\$ 14.32	\$ 14.86	\$ 15.43

**APPENDIX B**  
**Attendance Incentive**

Child Care workers who regularly work six or more sessions per week shall receive an attendance incentive according to the following schedule:

Six or fewer absences per school year:	\$25
Five or fewer absences per school year:	\$50
Four or fewer absences per school year:	\$75
Three or fewer absences per school year:	\$100
Two or fewer absences per school year:	\$150
None or One absence per school year:	\$200

Child care workers who regularly work five sessions per week shall receive an attendance incentive according to the following schedule:

Two absences per school year:	\$100
One absence per school year:	\$150

A session is defined as a "report to work." (An employee who works a.m. and p.m. works two sessions.)

An employee must be hired prior to January 1 of the school year to be eligible. Employees hired after January 1 will be eligible for the incentive in the next school year.

One day shall equal one absence without regard to the number of sessions scheduled for that employee. This provision will expire at the end of the 2011-2013 school year.