

**MASTER AGREEMENT**

**between**

**LAKE ORION COMMUNITY SCHOOLS**

**and**

**LOCAL UNION #1472,  
CHILD CARE CHAPTER**

**MICHIGAN AFSCME COUNCIL 25 AFL - CIO**

**Beginning July 1, 2009 – Ending June 30, 2010**

*Last Printing: November 17, 2009*

# ***AGREEMENT***

This Agreement is entered into on this 1<sup>st</sup> day of July, 2009, between the Lake Orion Community School District (hereinafter referred to as the Board of Education or the Employer) and the International Unions of the American Federation of State, County, and Municipal Employees, and Council 25 and its affiliate Local Union #1472 (hereinafter referred to as the Union).

## ***ARTICLE 1 PURPOSE AND INTENT***

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, Employees and the Union.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among the all Employees.

## ***ARTICLE 2 RECOGNITION***

The Board of Education recognizes the Union as the exclusive representative to the extent required by Act 379 of the Public Acts of 1965 for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement for the employees described below:

All Child Care Providers and Child Care Assistants and School-aged childcare Providers and Assistants. Excluding substitute employees.

## ***ARTICLE 3 AID TO OTHER UNIONS***

The Employer agrees it will not negotiate with any other Union, individual, or group of individuals concerning the subject matter of this Agreement: not promote, assist, aid, foster, or recognize any other Unions on this subject matter for the terms of this Agreement.

## **ARTICLE 4 MANAGEMENT RIGHTS**

The Board of Education, on behalf of the District, except as modified by the specific terms of this Agreement, hereby retains all rights and powers to manage the Lake Orion Community School System. The Union recognizes these management rights, powers, authority, duties, and responsibilities conferred upon and vested in it by the law of the land, and the Constitution of the State of Michigan, and the United States, including the right to:

- A. Executive management and administrative control of the school system and its properties and facilities and the activities of its employees during working hours.
- B. Determine methods, means, and personnel to operate the school efficiently.
- C. Discipline employees because of just cause.

It is recognized that the Board may from time to time adopt reasonable policies and/or practices not inconsistent with the provisions of this Agreement. However, should the Board add to, modify, or eliminate any such policies and/or practices which would affect or potentially affect hours, wages, or working conditions of Employees the Union shall be notified at least fourteen (14) calendar days before implementation. The Union reserves the right to file a grievance if it believes any such adopted policy and/or practice to be inconsistent with the terms of this Agreement or if it believes any such policy or procedure to be unreasonable or discriminatory. The Union further reserves the right to take whatever legal actions that are available under Act 379 of the Public Acts of 1965.

- D. Discharge employees because of just cause.
- E. The right to sub-contract any type of work shall be vested exclusively with the Employer, but subject to the provisions of this Agreement.
- F. The Union agrees that State laws pertaining to work stoppages in Public School Systems shall apply for the duration of this Agreement.
- G. The Union and Management recognize that the *Licensing Rules for Child Care Centers* issued by the State of Michigan, Department of Human Services, Bureau of Regulatory Services must be adhered to.

**ARTICLE 5**  
**UNION AND EMPLOYEE RIGHTS**

- A. Listed Union Representatives and Officers of the Union shall be permitted to transact official Union business on school property with members of the Union, provided that this shall not interrupt normal school operation, or interfere with the discharge of individual duties. The Union shall provide a list of Union Representatives and Union Officers to the Board within ten (10) working days of an election and/or change of representatives or officers.
- B. The Union shall have the privilege to use school business machines and audio-visual equipment for union business, when such equipment isn't otherwise in use, after arrangements have been made with the Supervisor of such. The Union will pay for the cost of all materials and supplies incidental to such use based on school district cost.
- C. The Union shall have the right to post notices of its activities and matters of union concern on bulletin boards, at least one of which shall be provided in each school building. The Union may use mail boxes for communication to members. No member shall be prevented from wearing insignia, pins or other identification of membership in the Union. Any such communication-identification of an inflammatory nature shall be prohibited.
- D. The Board agrees to furnish to the Union 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 Union in developing intelligent, accurate, informed and constructive programs on behalf of the members.
- E. Bulletin Boards and other established written media of the Union shall be confined to designated places in the respective buildings. The Employer shall provide bulletin boards. The Union will maintain said bulletin boards in an orderly fashion. No inflammatory material shall be displaced on said bulletin boards.
- F. The Union shall have access to the Employer e-mail system. Proper use of the system shall be the dissemination and receipt of information pertinent to the administration of the Union.

## **ARTICLE 6**

### **UNION SECURITY**

- A. Each employee who on the effective date of this Agreement is a member of the Union, shall as a condition of employment, maintain his/her membership in the Union. Each employee hired on or after the execution of this Agreement shall as a condition of employment become a member of the Union ninety (90) calendar days after his/her hiring date or the effective date of this Agreement whichever is later and maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged within ninety (90) calendar days after receipt of written notice to the Employer from the Union.
- B. An exception to the above condition however shall recognize that any employee can exercise his/her choice of the following alternate conditions: in lieu of union membership, any employee may pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of this Agreement. Employees who fail to comply with this condition shall be discharged within sixty (60) calendar days after receipt of written notice of such default delivered to the Employer by the Union.
- C. The employer will deduct from the pay of each employee covered by this Agreement all Union dues or service charges and initiation fees. All deductions shall be made during the second period each calendar month. All sums deducted shall be remitted to the financial secretary of the Union each month in which deductions are made. Deductions shall be made only after presentation to the Employer of signed authorization forms.
- D. Deductions shall be made only in accordance with the provisions of said authorization for check-off of dues or service charges, signed by the Employee, together with the provision of this Agreement.
- E. The Board shall not be liable to the Union by reason of the requirement of this Agreement for the remittance as payment of any sum other than the constituting actual deductions made from wages earned by employees.
- F. The Union will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason or actions taken or not taken by the Board for not complying with the Union Security Article.

- G. The Employer agrees to deduct from the wage of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the names of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**ARTICLE 7**  
**DEDUCTION OF DUES, AGENCY SHOP FEES**

- A. Upon receipt of individual deduction authorization form(s), signed by employees, the Board will deduct from employee wages the dues and assessments of the local. Deduction of dues and assessments shall be made in equal installments during the last pay period of each calendar month September through June. The Board agrees to provide prompt detailed accounting of deductions and remit to the union all deducted monies with each accounting report. Union dues will be deducted after ninety (90) working days or upon successful completion of probationary period whichever is first.
- B. Deductions authorized shall continue in effect unless authorization is revoked by the member in writing and copies are delivered to the Union and the Board.
- C. The Union will prepare and distribute a payroll deduction card covering Local Union dues. This card, when voluntarily signed by individual employee, will authorize dues deductions for the life of this contract. Amounts so deducted will be paid promptly and in total to the Union for subsequent disbursement by the Union.
- D. Any employee who is not a member of the Union in good standing, or who does not make application for membership within ninety (90) working days from the date of commencement of duties, shall, as a condition of employment pay an amount determined by the Union equivalent to a representation benefit fee (such amount shall not be more than dues assessed to Union members), provided, however, that the employee may authorize payroll deduction for such fee. In the event that an employee shall not pay such fee directly to the Union or authorize payment through payroll deduction, the Board shall cause termination of employment of such employee within ninety (90) working days. The parties expressly recognize that the failure of any employee to comply with the provision of this Article is just and reasonable cause for discharge from employment.

The Board shall not be liable to the Union by reason of requirements of this agreement for the remittance as payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Board from any and all claims, demands, suite and other forms of liability by reason of action taken by the Board in compliance with any section of this Article.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

### ***DEFINITIONS:***

*Grievance* - A grievance shall mean a claim by an individual or the Union that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement. (Union grievances may be initiated at Step 3 by mutual agreement.) Such claim must be filed not later than twenty (20) days from the date of the alleged violation, misinterpretation or misapplication of the Agreement.

*Day* - The term 'day' as used herein shall mean days when the work program is scheduled during the program year.

Shall any differences, dispute or complaints arise over the interpretation or application of the terms of this Agreement, there shall be an earnest effort on the part of both the Union and the Board to settle the dispute promptly through the following steps:

### ***Step 1 - Informal Conference***

An employee with a grievance, either accompanied by; the Union Steward or without such Steward, will present his/her grievance to the child care supervisor to have his/her grievance adjusted, providing the settlement is not inconsistent with the terms of this Agreement and providing the Steward has been given the opportunity to be present at such settlement.

### ***Step 2***

In the event that the matter is not resolved by informal conference, the Chapter Chairperson or Steward may within five (5) working days after the informal conference provided in Step 1 reduce the grievance to writing and present the same to the child care supervisor. The child care supervisor shall indicate his/her disposition of the grievance in writing within ten (10) days from the delivery to him/her of the appeal at this step.

### *Step 3*

If the Union is not satisfied with the disposition of the grievance at Step 2, or if no disposition has been made within ten (10) days of delivery to the supervisor of child care; within ten (10) days the Chapter Chairperson may in writing appeal the decision to the Superintendent /designee. Within ten (10) days the Superintendent/designee shall meet with the Union and shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting.

### *Step 4*

If the Union is not satisfied with the disposition of the Superintendent/designee or if no disposition has been made within ten (10) days of such meeting the Union may, within thirty (30) days, request arbitration by written notice to the Employer.

The arbitrator shall be selected by the American Arbitration Association in accord with its rules and regulations, which shall likewise govern the arbitration proceedings.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of the testimony and arguments.

The arbitrator shall decide only matters of dispute within the context of the existing Agreement and all fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Union.

The time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement of the parties. Failure to observe the time limits contained in this grievance procedure, unless mutually extended, shall result in the grievance being adjusted on the basis of the disposition at the previous level.

A grievance may be withdrawn at any level by the Union without prejudice on the record.



## **ARTICLE 9**

### **STEWARDS AND ALTERNATE STEWARDS**

The Employer recognizes the right of the Local Union to designate stewards and alternates from the employees covered by the terms of this Agreement. Such designations shall be limited to one steward and alternate steward. The authority of the steward and alternate so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- A. Local and/or Council Representatives of A.F.S.C.M.E., AFL-CIO shall have access to the premises of the School District at any reasonable time during working hours to investigate grievances and other problems with which they are concerned. The appropriate administrator shall be informed of their presence. The steward and/or alternate steward will notify their administrator upon leaving their assignment. They will also notify the administrator of the building to be visited.
- B. The investigation and presentation of grievances of employees to the Employer or the Employer's representative in accordance with the provisions of this Agreement.
- C. The steward and/or alternate may investigate and present grievances to the Employer during his/her regular working hours providing: that the time used for this purpose will not be abused, and stewards or alternate stewards will perform their regularly assigned work at all times.
- D. The stewards during their working hours may in accordance with the terms of this article, present grievances to the representative of the Board of Education. The superintendent and/or designee will grant permission and provide sufficient time to the stewards to leave their work during working hours without loss of time or pay subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse of either party will be a proper subject of a special conference.

**ARTICLE 10**  
**DISCIPLINARY PROCEDURE**

- A. The Employer agrees that all disciplinary action or discharge shall be for just cause and shall subscribe to the philosophy that the purpose of disciplinary action is to correct the Employee's conduct and that disciplinary action shall be progressive in nature. The Employer agrees promptly upon the discharge or suspension of any employee to notify in writing said employee's steward and/or Chapter Chairperson.
- B. In imposing any discipline, the Employer will not take into account any disciplinary action that occurred more than twenty four (24) months previously.
- C. An employee must be disciplined or notified of possible discipline within ten (10) working days of discovery of any incident. The ten (10) working day limit shall not apply when an employee is not working while on sick leave, vacation, holidays, etc. An employee may be disciplined only once for the same incident.
- D. The Union shall have the right to process suspension and discharge cases commencing at Step Two of the Grievance Procedure.

**ARTICLE 11**  
**SPECIAL CONFERENCES**

Special conferences may be called by the Union Chapter Chairperson or the Employer or its designated representatives on important matters to be determined between the employer and the Union. Such formal meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such conferences shall be made at least five (5) working days in advance of the meeting or as mutually agreed upon. An agenda shall be prepared jointly by the Employer and the Union. 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 Union shall not lose pay for time spent in such conferences. These conferences may be attended by designated representatives of the Board of Education, Local #1472 Child Care Chapter and AFSCME Council 25.

## **ARTICLE 12 PROBATION**

- A. Employees hired new to the District, or rehire after having quit, shall serve a probationary period of ninety (90) actual working days in their job assignment. Absences during the probationary period shall extend the probationary period by the number of absences and an employee shall not have completed the probationary period until these additional days have been worked.
- B. After satisfactory completion of the probationary period, seniority shall be retroactive to the date of hire.
- C. The Administrator will conduct an orientation program for newly hired employees within the first seven (7) days of employment. A designee of the Chapter Chair shall be provided a reasonable amount of time with newly hired employees to conduct a union orientation at a mutually agreed upon time.
- D. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment as set forth in this Agreement, except that the Employer will have the right to discharge or take disciplinary action involving a probationary employee without a grievance filed or processed.
- E. Each new staff member will be assigned a mentor for one (1) school year. The mentor will be assigned by an administrator and will be someone in a leadership capacity. Allotted meeting time(s) for the mentors and mentees will be determined and provided by administration.
- F. Upon successful completion of probation period, employees will receive all benefits (i.e., holidays, emergency closing days) associated with this contract. Association benefits are not retroactive.

## **ARTICLE 13**

### **SENIORITY**

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

Providers (Both Center and School-aged childcare)

Assistant Providers (Both Center and School-aged childcare)

1. If an employee is transferred or promoted to a position under the employer not included in the bargaining unit, his/her accumulated seniority in the bargaining unit will be frozen as of the date of the transfer.
2. In the event the employee returns to the bargaining unit, he/she shall be granted everything under this Agreement that his/her accumulated frozen seniority entitles him/her to.
3. Any employee transferred into this bargaining unit who was not in the bargaining unit shall have seniority from the last date of hire for everything under this Agreement except for promotions, job transfers, layoff and recall. Seniority for the purposes defined above shall be from the date the employee transferred into the bargaining unit.

- B. Seniority List.

1. The employer and the Union Chairperson/designee shall compile a seniority list three times per year on January 1, April 1, and September 1. The employer will notify the Union of all new hires, discharges, quits and retirements absent without pay days, and unpaid non-FMLA leave of absences.
2. The seniority list will reflect each employee's seniority by each classification held reflecting their first day of work (seniority date). In the event two employees are hired in the same classification on the same day, time of job acceptance will determine highest seniority and will be reflected on the seniority list.
3. Employees on an unpaid approved leave or absent without pay shall not accrue seniority.

- C. Loss of Seniority: An employee shall lose seniority for the following reasons:
1. He/she quits.
  2. He/she is discharged for just cause.
  3. He/she is absent for three (3) consecutive days without notifying the Employer, or without the consent of the Employer.
  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.

## **ARTICLE 14**

### **TRANSFER AND PROMOTION**

- A. Transfer and promotion of employees shall be made by the Employer based upon the qualifications and seniority. Qualifications shall be set by the Employer and posted. When qualifications and past work performance are equal seniority shall prevail.
- B. Employees must be able and available at time of bid/posting in order to bid/apply for any open position.
- C. A transferred employee will be given a thirty (30) day calendar trial in the new assignment. Absences during the trial period shall extend the trial period by the number of absences and an employee shall not have completed the trial period until these additional days have been worked. The trial period may be extended another thirty (30) calendar days at the discretion of the supervisor. The assignment will become permanent if the trial period is mutually satisfactory to the Employer and the employee during the trial period. The administration may temporarily fill the vacated position with other bargaining unit members.
- D. Employees moved up to a new classification will be placed at the starting step of the new classification, or at the step of the new salary schedule that will assure an increment. Step increase will occur on anniversary date of new position.
- E. Employees moved down in classification shall be placed at their same step of the new classification.

- F. If the employee is unsatisfactory in the new position, written notice and reasons shall be submitted to the employee by the Employer.
- G. 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. Unit vacancies shall be posted within five (5) working days for a period of five (5) working days on the Union 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 Union will be informed of reason(s).
- I. Copies of all postings shall be sent to the Union Chairperson.

## **ARTICLE 15 LAYOFF AND RECALL**

- A. Seniority within job classifications shall prevail in the layoff of employees. In reducing the work force of a job classification, the employee last hired in the job classification shall be the first employee laid off.
- B. In the event of a program closure or a program change/alteration which eliminates the position(s) of bargaining unit employees, an overall bid meeting will be held for all employees within the job classification.
- C. All bargaining unit members who might be affected shall be notified of the time and place of a meeting whose purpose shall be to post and fill all resulting vacancies on the basis of qualifications and accrued seniority.
- D. When positions become available while there are child care employees on lay off, the position will be posted and filled based on qualifications and seniority of currently working union members. Laid off union employees shall then be recalled by qualifications and classification seniority. Any exception to the above must be approved by management and the Union Chairperson/designee.
- E. Should layoffs become necessary, management shall notify employees by certified letter or by personal contact at which time the employee would sign for the notification with the presenter. An employee being laid off will be notified at least fifteen (15) working days prior to the effective date and time. Recalls will be made by certified or hand delivered letter for which the employee would sign. In the event of an emergency, recall may be by phone.

- F. If employees are laid off for a period longer than ten (10) days the Union Chairperson shall receive a list from the Employer of the employees being laid off on the same day notice is issued to the employees. An employee's layoff status shall not exceed two (2) years.
- G. An employee who is laid off under the terms of the Agreement and works as a substitute in a bargaining unit position during the time of layoff shall be paid their rate at the step and classification at the time of layoff, not to exceed \$10.00/hour.
- H. Notwithstanding their position on the seniority list, the Union Chapter Chairperson, Vice Chairperson and Steward, in the event of layoff of any type shall be continued at work as long as there is a job in their department, which they can perform. Qualifications shall be determined jointly between the Employer and the Union.

**ARTICLE 16**  
**WORKYEAR, 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 program calendar as soon as it becomes available.
- B. Assignments - Specific assignments will be made two (2) weeks prior to the fall starting date. But, if there are extenuating circumstances, no later than one (1) week prior to the program starting date.
- C. Working Hours, Breaks, Travel Time and Preparation Time
  1. The regular workday for child care employees shall not be limited to eight (8) hours per day.
  2. The regular work week shall consist of up to forty (40) hours per week.
  3. Employee who work six (6) or more continuous hours per day shall have two (2) fifteen (15) minute unscheduled breaks. These breaks may be combined into a thirty (30) minute lunch period if such combining does not necessitate hiring additional personnel. The times of such breaks shall be flexible.
  4. Travel time during continuous hours of employment shall be paid at a mutually agreed upon time schedule between buildings and shall be paid at straight time. Travel time is defined as the amount of time it takes to

travel from one building to another as directed by the immediate supervisor. Mileage to be paid at current IRS rate.

5. Employees working four (4) or more continuous hours, but less than six (6), shall receive a fifteen (15) minute unscheduled break. The time for such break shall be flexible.
6. In the event that programs are closed due to K-12 half days, program recesses, etc., the child care employees who work the School-aged childcare programs will be assigned those additional hours by seniority, highest first.
7. Providers shall be allowed to schedule up to one hour of preparation time each day provided that no additional expense to the program is incurred and the administrator approves the schedule.
8. The employer shall have the right to adjust an employee's hours when necessary because of reduced or increases student enrollment, with twenty-four (24) hour notice. Such adjustment in hours shall be by seniority, within the classroom, at that site. It is understood that a provider must be on site during the scheduled curriculum hours.
9. In the event of a reduction in hours in a specific classroom, the employer shall have the right to combine hours with another classroom without harm to another employee.
10. If the employer determines that care for additional days will be offered, daily assignments for additional days, excluding summer, will be staffed based on the enrollment of each job category. If job categories are combined, these positions will be staffed using the combined staff of all job categories involved based on qualifications and seniority. Provider positions will be offered to providers, thereafter, overall seniority will be used.
11. Prior notice of work assignments will be provided to employees working additional days as soon as possible. Specific assignments will be available two (2) weeks prior to the start date. If there are extenuating circumstances, specific assignments will be available no later than one (1) week prior to the start date.



## E. Working Conditions

1. The Employer recognizes that the Employees perform best when general working conditions are safe, healthful and as stress-free as possible. Adequate heat, ventilation, lighting, sanitary facilities and water are essential components of such a work environment.
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 - Program 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 the liability policy.

## F. General

1. Child care employees shall have use of copy machines and equipment which are available on site.
2. All Child Care facilities and district facilities are non-smoking facilities per State law.
3. The number of children in child care programs shall be stipulated in the Department of Consumer & Industry Services guidelines.
4. All child care employees shall have access to lounge facilities located on site.

## G. Replacement of Absent Employees

1. Administration will assume the responsibility for obtaining a substitute for the absent employee. All employees will be given directions and access code to use the AESOP system. All absences must be reported through the AESOP system. All pre-arranged bank days must be approved by administration prior to inputting into the AESOP system. If an absence is reported less than one hour prior to beginning of shift, administration must be contacted as well as absence reporting to the AESOP system. All employees holding split shift positions must access AESOP as well as contacting administration.

2. Bargaining unit members may be used as substitutes when their hours do not conflict with their regular assignment.
  3. An employee who substitutes in a higher classification shall be paid at the first step and rate that would ensure an increase of the position they are subbing in. Substitutes shall be first selected based on seniority within the classroom needing a substitute. An employee who subs will be guaranteed no loss of hours due to subbing and will be paid mileage if they are requested to sub at a location other than their own within the bargaining unit.
  4. Employees working in a subbing capacity will earn their hourly rate, not to exceed \$10.00/hour.
  5. All absences must be recorded on a time sheet and submitted to Administration.
  6. Employees must speak directly to the Administrator and/or his/her designee no later than one (1) hour prior to the beginning of their regularly scheduled shift. All other employees must directly notify the supervisor and/or his/her designee no later than one (1) hour after the center opens on the day that they will be absent from work. Please note that no voice-mail or e-mail notifications will be acknowledged and employees who fail to adhere to this notification process will be subject to disciplinary action.
- H. Any necessary adjustment in hours shall be made by seniority, within the classroom, at that site. It is understood that a provider must be on site during the scheduled curriculum hours.

## **ARTICLE 17**

### **EMERGENCY CLOSING OF SCHOOL**

When there is a school building shutdown due to inclement weather or other natural causes, each employee shall be paid their regular hourly rate for their regular assigned hours not to exceed three (3) days in one school year. If after the start of the day employees are sent home by their supervisor, they shall receive full pay for their regularly scheduled hours. When cancellations exceed three (3) days, employees may at their own option use an available bank day.

## **ARTICLE 18**

### **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 and necessary activity for both the Employer and employee. Its primary purpose is to aid the employee in maintaining and improving job performance.

#### B. Schedule of Evaluations (Note: Observations shall be considered a valuable component of employee evaluations.)

##### 1. Each employee shall be evaluated in writing as follows:

###### Probationary Employees

- a. There shall be a minimum of one (1) evaluation during the probationary period.
- b. Each evaluation shall total a minimum of thirty (30) minutes or a major portion thereof.
- c. Every attempt shall be made to complete the first evaluation within the first sixty (60) days.

###### Employees Transferred or in a New Classification

- a. There shall be a minimum of one (1) evaluation within the trial period.
- b. Each evaluation shall total a minimum of thirty (30) minutes or a major portion thereof.

###### Seniority Employees

- a. There shall be a minimum of one (1) evaluation each two (2) to three (3) years.
- b. Each evaluation shall total minimum of thirty (30) minutes or a major portion thereof.

2. Within ten (10) school days of an evaluation, a copy of the written evaluation will be provided. A conference shall be held with the employee to review the written evaluation.
  - a. Time limits may be extended for non-probationary employees an additional ten (10) school days, as needed, at the discretion of management.
  - b. The conference requirement above may be waived by the Employer where no problems or deficiencies were observed. A copy of the written evaluation shall still be provided.
3. 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. Specific ways shall be identified in which performance is to improve. A statement shall be made of how to attain the desired improvement and the assistance to be given by the immediate supervisor. 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 Joint Committee to two (2) Union Representatives and two (2) Employer Representatives will decide on forms to be used uniformly throughout the Child Care Program. The Joint Committee will meet as necessary to review and/or revise such forms. Management retains the right of final decision.

## **ARTICLE 19 HOLIDAYS**

- A. The following shall be recognized as paid holidays as per contractual language:

Friday before Labor Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Friday before Easter  
First day of spring break  
Memorial Day  
Independence Day\*

Holiday pay shall be determined by taking the regular scheduled hours per week and dividing by the regular scheduled days per week to get hours to be paid for any given holiday.

To receive holiday pay, the employee must be present to work his/her last scheduled day of work prior to the holiday and his/her first scheduled day of work after the holiday.

\*Independence Day will be a paid holiday if the employee works the summer program.

- B. If a scheduled holiday as listed in "A" above falls on a Saturday or Sunday, the district will determine the day being recognized as the holiday. In the event the Friday is already a holiday, then the following Monday shall be a paid day off if the program is not in session. If Monday is already a holiday, then Friday immediately prior to the holiday shall be a paid day off providing the program is not in session. If the program must remain in session, holiday pay will be given at the rate specified in "A" above. Independence Day will be a paid holiday if the employee works the summer program. In the event the building is open, the Child Care program will be open as well.
- C. No employee shall be eligible to receive holiday pay during a probationary period.

**ARTICLE 20**  
**PAID DAYS OF ABSENCE**

- A. Employees of this unit shall receive accumulative paid days of absence according to their step on the salary scale as spelled out below:

Step 1 - 4 days per year

Step 2 - 6 days per year

Step 3 - 10 days per year

Employees working year-round at Carpenter shall receive two (2) additional bank days.

- B. Every attempt will be made to give supervision a twenty four (24) hour advance notice of a paid day of absence.

- C. Funeral Leave: A total of three (3) extra reimbursed leave days per occurrence as defined below may be used by the employees. If the funeral is out-of-state, five (5) days may be used. If the funeral days exceed the allotted number of days, these days shall be deducted from available bank days. Funeral days are not accumulative. Death in the family shall be interpreted to be death of a husband, wife, father, mother, son, daughter, sister, brother, grandparent, parents-in-law, sisters-in-law, brothers-in-law, son-in-law, daughter-in-law and grandchildren. This is understood to include step relations and foster relations as defined above.

- D. Jury Duty: An employee called for jury duty, or subpoenaed by a governmental agency, shall be paid by the Board of Education a sum equal to the difference between what he/she is paid by the Government Agency and his/her regular wage or salary for the time he/she serves.

**ARTICLE 20-A**  
**SUMMER EMPLOYMENT**

1. Summer Program Days shall include all of the scheduled summer program days. A maximum of five (5) consecutive days of these scheduled summer program days, not five (5) miscellaneous days, may be requested, by seniority, as an unpaid vacation by the employee upon approval of management.

Three (3) paid bank days for being a summer provider or assistant provider, if working the summer program.

All summer days of absence are to be used during the summer. Any unused summer bank days will be paid in the second paycheck of September at the employees' regularly scheduled summer hours.

2. An employee who holds a position in more than one classification during the summer program shall receive paid summer days according to the classification in which the majority of the hours are worked.
3. The summer vacation schedule shall be established at the beginning of the summer program by seniority, highest first, and with supervisor approval. Changes can be made only with approval of the program supervisor/designee.
4. Providers working in regularly scheduled assistant provider positions for the summer schedule will be paid at their step on the assistant provider scale (including longevity).

A. If the Employer determines that a summer program will be offered, Daily assignments for summer will be staffed based on qualifications and seniority. Provider positions will be offered to providers, thereafter overall seniority will be used. If assignments remain open, employees will be placed into these open assignments, lowest seniority first, by qualification. Should assignments still remain open, effort shall be made to secure substitutes.

B. Prior notice of work assignment will be provided to employees working the summer program as soon as possible. Specific assignments will be made two (2) weeks prior to the starting date. But, if there are extenuating circumstances, no later than one (1) week prior to the program starting date.

**Article 20-A  
Summer Employment**

Union employees that did not receive summer positions will be given the opportunity to bid on member prescheduled unpaid days based on seniority. All days of an employee's absence must be grouped as one position. Union employees can accept, based on seniority, more than one week shift as long as they do not overlap and as long as they do not exceed 40 hours per week.

**ARTICLE 21  
UNPAID LEAVE**

A. Leave of Absence

1. An employee who requests a leave of absence shall make application in writing to the Employer.
2. The application of an employee for a leave of absence will be considered by the Employer upon its individual merit and circumstances, and the parties agree that the determination of whether or not the request shall be granted rests solely in the discretion of the Employer.
3. A leave of absence without pay when granted by the Employer shall not exceed ninety (90) days at any one time. Renewal in writing may be granted at the sole discretion of the Employer for additional periods up to ninety (90) days.
4. Any employee taking a leave of absence without prior written approval of the Employer shall be considered to have voluntarily terminated his/her employment.
5. Reasons for denial of leave shall be given to employee in writing.
6. Employee on a leave of absence shall not accrue seniority during their leave of absence.
7. An employee on a leave of absence which does not exceed ninety (90) calendar days, shall be guaranteed their position upon return at the termination of their approved leave. If an extension of the leave is granted, the employee, upon their return, shall displace the least senior person in a position for which they are qualified and certified. If said employee shall fail to return to work upon the expiration of the leave of



absence, they shall be deemed to have voluntarily terminated their employment.

8. Leaves can run concurrent; they cannot be combined with other leaves. Any additional requested time must be submitted to Administration and may be granted upon approval.
9. The Family Medical and Leave Act will apply when appropriate.

**B. Maternity Leave**

1. For the safety and welfare of the employee, an employee, upon determining that she is pregnant, shall notify the Employer in writing immediately.
2. Maternity leaves will be granted in accordance with the Equal Employment Opportunity Act of 1972 as amended from time to time. Federal E.E.O.C. guidelines and other applicable State and Federal Statutes, regulations and guidelines shall apply. The employee must give notice to the Employer of the intent to return to their position fourteen (14) calendar days prior to the termination of the ninety (90) calendar day maternity leave. If the employee wishes to request additional unpaid leave of up to one (1) year (inclusive of the ninety (90) day maternity leave), the employee must request this in writing fifteen (15) working days prior to the termination of the ninety (90) day maternity leave.

**ARTICLE 22  
UNION ACTIVITY**

Member employees of the Union who are selected for full time office or position with the Union shall receive at the written request of the Union a leave of absence without pay for a period not to exceed one (1) year. Upon termination of said leave of absence, the employee shall be reinstated to his/her former position, or one reasonably equivalent thereto, providing he/she requests reinstatement within the ten (10) days after the expiration of the term of such office or position.

The Chapter Chairperson and Local President or designated representative at his/her expense will be permitted to use personal leave days to attend union conventions. The total days used by the Union for conventions shall not exceed ten (10) working days per year.

The Union shall be granted release time not to exceed five (5) days or a total of forty (40) hours per year to enable the Chapter Chairperson or designated representatives to conduct business which pertains to the Union. Requests for leave

time shall be submitted in writing and approved in advance by the Superintendent of Schools or his/her designee.

**ARTICLE 23**  
**NON-DISCRIMINATION**

- A. The Board and the Union 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 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 24**  
**STATE LICENSING GUIDELINES**

- A. It shall be the responsibility of the employee to provide to the Employer all data as required by law, which is necessary for employment, including, but not limited to: CPR/First Aid, blood born pathogens, safe sleep, shaken baby, fingerprinting, protection, I-chat, abuse and neglect, and any other training and/or clearance which may be required by State licensing guidelines. Employee must comply within 30 days. Failure to comply within 30 days will result in termination of employment.

**ARTICLE 25**  
**RETIREMENT/DEATH**

Any Employee with ten (10) calendar years of service or more may redeem all unused paid leave days at fifty percent (50%) not to exceed fifty (50) days of the Employee's daily rate per unused paid leave days. In the event of death, the above will apply and the estate will be given the money.

## **ARTICLE 26 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.
- B. Employees required in the course of their assignment to drive personal automobiles shall receive mileage at the current IRS rate.
- C. Longevity

- 1. Seniority employees who meet the number of qualifying years stated below shall receive a longevity wage stipend, also as stated below, on their weekly checks. A qualifying year shall be defined as a year during which the majority of weeks ( $\frac{1}{2}$  of work calendar plus one week or  $\frac{2}{3}$ 'rds of work calendar) worked.
- 2. Longevity will be paid according to the table below:

Years <i>Completed</i>	Amount
4-5	<i>\$.30 per hour</i>
6-8	<i>\$.40 per hour</i>
9-11	<i>\$.50 per hour</i>
12-14	<i>\$.60 per hour</i>
15 and up	<i>\$.70 per hour</i>

- D. Overtime
  - 1. Overtime will be paid at the rate of time and one-half per hour, the employee's regular hourly rate.
  - 2. Overtime will be paid after forty (40) actual hours worked per week.
  - 3. Overtime will be computed on the basis of fifteen (15) minute intervals or major fraction thereof.
- E. Employee Education
  - 1. The Board of Education shall provide opportunities for in-service training sessions and staff meetings for all employees on paid time.

2. Upon written authorization and request/approval of the supervisor, employees may attend conferences and/or workshops related to their job duties and responsibilities at the expense of the school district.
3. Staff will be required to attend 16 hours of professional development per license year, included in these hours are 12 hours of training required by the State of Michigan. Employees will be paid per their hourly rate to attend required professional development training.
4. The district will provide CPR training yearly and first aide training every three (3) years to all union members. Failure to maintain current CPR/First aide certification will result in discipline, up to and including, termination.
5. Any district provided professional development or CPR/First aide training where an employee is not in attendance, the employee will be required to obtain missed professional development and/or training on their own time and at their own expense within the licensed year.
6. Each employee is responsible for completing district required professional development and maintaining documentation of all completed professional development.

F. Employee Program Discount

Employees with children in the child care and school-aged childcare programs shall receive a fifty-percent (50%) discount, with no enrollment costs, on approved Lake Orion Child Care Rates.

**ARTICLE 27**  
**PERFECT ATTENDANCE**

- A. A perfect attendance stipend will be paid at the end of the fiscal year (July 1) to employees covered under this contract who have attained perfect attendance during the preceding year in the amount of \$125.00. 50% of annually earned bank days can be used by requesting days(s) and being approved by administration at least one (1) week, five (5) business days prior to requested absence without loss of perfect attendance.
- B. Professional development days nor emergency closing days can be used as bank days qualifying for perfect attendance.

- C. Perfect attendance shall exclude absences for holidays, funeral attendance so defined by the contract, and jury duty. All other absences shall be counted as days absent and shall cause the person to be ineligible for the perfect attendance stipend during that fiscal year. Eligibility starts the first full fiscal year of employment (fiscal year as July 1 through June 30).

**ARTICLE 28**  
**SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement, or any schedule attached hereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and any schedule 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 29**  
**TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until the thirtieth (30<sup>th</sup>) day of June, 2010. In the event either party wishes to terminate this Agreement, or modify or amend any Article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the terminal date of this contract. If no notice of termination or modification is given by either party as provided herein, then this Agreement shall automatic continue in full force and effect from year to year.

If notification is given as provided herein, either party may, upon ten (10) days written notice to the other party, after the termination date terminate this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 17<sup>th</sup> day of November, 2009.

*FOR THE SCHOOL DISTRICT*

*FOR THE UNION*

\_\_\_\_\_  
Kim McLean  
Director of Child Care

\_\_\_\_\_  
Karen Kane  
Chapter Chairperson

\_\_\_\_\_  
Teddy Christie  
Union Representative

\_\_\_\_\_  
Pam Andrews  
Child Care Supervisor

\_\_\_\_\_  
Felicia Hicks  
Staff Representative  
MI AFSCME Council 25

\_\_\_\_\_  
Jo Hornbeck  
Director of Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A  
WAGE SCALE LAKE ORION CHILD CARE**

<b>Hourly Rates</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Provider</b>	<b>\$12.53</b>	<b>\$12.95</b>	<b>\$15.02</b>
<b>Assistant Provider</b>	<b>\$ 9.64</b>	<b>\$10.51</b>	<b>\$11.56</b>

**Pay freeze and step freeze for 2009-2010 year. Salaries and steps to remain the same as 2008-2009.**

A “wellness” stipend of \$285.00 will be paid to each child care worker (non-probationary), payable the first paycheck in December of each year.

*lb:#547/iuoe/afl-cio/1472los*