

MASTER AGREEMENT

between

LAKE ORION COMMUNITY SCHOOLS

and

LOCAL UNION #1472,

CHILD CARE CHAPTER

MICHIGAN AFSCME COUNCIL 25 AFL - CIO

Beginning July 1, 2019– Ending June 30, 2021.

AGREEMENT

This Agreement is entered into on this 1st day of July, 2019, 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 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:

Providers and Assistants Providers.

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 based upon 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 based upon 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 Children and Adult Licensing 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 by the employer 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. 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

Each employee who on the effective date of this Agreement is a member of the Union, may maintain his/her membership in the Union. Each employee hired on or after the execution of this Agreement may become a member of the Union ninety (90) working days after his/her hiring date or the effective

date of this Agreement whichever is later and maintain membership in the Union.

ARTICLE 7 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 8 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 his/her administrator upon leaving their assignment. He/she 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 9

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 10 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 11 PROBATION

- A. Employees hired new to the District, or rehired 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 12 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 to which his/her accumulated frozen seniority entitles him/her.
3. Any employee transferred into this bargaining unit for the purposes defined above shall have seniority 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 twice per year on January 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 his/her 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 13

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 up to 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 July 1.
- 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 three (3) 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 14 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 the employer and the Union chairperson/designee.

- E. Should layoffs become necessary, the employer 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 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 his/her rate at the step and classification at the time of layoff, not to exceed the salary scale's highest step.
- 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 15
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. Employees 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 is 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. 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.
7. The employer shall have the right to adjust an employee's hours when necessary because of reduced or increased 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.
8. 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.
9. 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. It is the responsibility of the employee to enter all absences in to absence tracking system before their shift start time. All employees will be given directions and access code to use the absence tracking system. All absences must be reported through the absence tracking system. All pre-arranged personal/vacation days must be approved by administration prior to inputting into the absence tracking 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 absence tracking system. All employees holding split shift positions must access the absence tracking system 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 the salary scale's highest step.
 5. All absences must be put in to the districts time and attendance system.
 6. Employees must contact the Administrator and/or his/her designee no later than one (1) hour prior to the beginning of their regularly scheduled shift.
- 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 16

EMERGENCY CLOSING OF SCHOOL

- A. When there is a school building shutdown due to inclement weather or other natural causes, each employee shall be paid his/her regular hourly rate for his/her regular assigned hours not to exceed four (4) days in one school year. When cancellations exceed four (4) days, employees may at their own option use an available vacation or personal day.
- B. If after the start of the day employees are sent home by their supervisor, they shall receive full pay for their regularly scheduled hours.
*This provision is outside the four (4) day emergency closing days.

ARTICLE 17

EMPLOYEE EVALUATION

- A. Written Evaluation by the Employer

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 every 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 the employer.

- 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 may be 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.

ARTICLE 18 HOLIDAYS

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

Friday before Labor Day
Labor Day
Day before Thanksgiving
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Friday before Easter
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 19

PAID DAYS OF ABSENCE

- A. Sick Leave
July 1st, each employee covered under this Agreement, who is eligible, shall be credited with 5 sick days.

Unused sick leave shall be allowed to accumulate without limit. Probationary employees will accumulate sick days but will not be credited until the completion of the probationary period.

- 1. Continuous employment shall be decided to have been broken by:
 - a. Three (3) days or more of absence without notice or approval of the Employer, or
 - b. Termination of employment by resignation or discharge.

2. In case of illness as hereinafter provided, an eligible employee will be allowed absence without loss of pay to the extent of earned sick leave days for the following reasons:

- a. Personal illness
- b. Serious illness or quarantine in the immediate family, immediate family shall be defined as mother, wife, father, husband, or child.

3. An employee who has been absent three (3) consecutive work days will be required to present a doctor's statement upon return to work. In case of prolonged illness, periodic reports from the doctor may be requested by the Administration.

B. Personal Business

The Board will allow without loss of pay a maximum of two (2) earned sick leave days for personal business. Absence must be approved by the building Administrator and/or director, and notice shall be given forty-eight (48) hours in advance, if possible. A verifiable explanation, in writing, must accompany the request. No personal business days may be taken prior to or after holidays or vacation days.

C. Every attempt will be made to give supervision a twenty four (24) hour advance notice of a sick day.

D. 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.

E. 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.

Vacations

A. All employees covered under this agreement will be entitled to vacation days as follows:

Year 1 - 3 days per year
Year 2 - 6 days per year
Year 3 - 9 days per year
Year 4 and up - 14 days per year

B. Vacation days will be front loaded on July 1.

1. Any employee hired after the start of the work year shall have their vacation days prorated for that year.
2. Any employee hired prior to February 1 shall be credited with one year of service for that first year as it relates to vacation days allocated in this provision in subsequent years.
3. Employees hired on or after February 1 shall not be credited with a year of service for that year as it relates to vacation days allocated in this provision. The following year said service years as it relates to this vacation day provision will be considered as year one.

C. Except for extenuating or exceptional circumstances employees with less than eight (8) years of service will not be entitled to take vacation when school is in session. Exceptions for extenuating circumstances shall be approved by Director or designee. Employees with eight (8) or more years of service will be entitled to use a maximum of two (2) days' vacation when school is in session.

D. Any unused vacations shall be paid and included in the employee(s) last paycheck in June.

ARTICLE 19-A SUMMER EMPLOYMENT

1. Summer Program Days shall include all of the scheduled summer program days.

An employee will earn three (3) paid vacation days for being a summer provider or assistant provider, if working the summer program. Employees will be approved to use these days when school is in session at the discretion of the Director. Except for extenuating or exceptional circumstances, employees will not be approved to use more than their three (3) summer vacation days during the summer program. In the

event an employee as an extenuating or exceptional circumstance and needs to be absent beyond the 3 days, they will be unpaid.

All summer days of absence are to be used during the summer. Any unused summer vacation 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. All summer employees must inform the Director or designee of planned three (3) given days off during summer program no later than June 1st of each year.
 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. If there are extenuating circumstances, no later than one (1) week prior to the program starting date.

ARTICLE 19-B SUMMER EMPLOYMENT (SUBBING)

Union employees that did not receive summer positions will be given the opportunity to work in a subbing capacity. Employees must let employer know they are interested in subbing during summer hours. 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 20 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 personal 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, but not to exceed one (1) calendar year.
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. An employee on a leave of absence shall not accrue seniority during his/her leave of absence.
7. An employee on a leave of absence which does not exceed ninety (90) calendar days, shall be guaranteed his/her position upon return at the termination of his/her 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 he/she are qualified and certified. If said employee shall fail to return to work upon the expiration of the leave of absence, he/she shall be deemed to have voluntarily terminated his/her 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 his/her 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 21
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 22
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, color, religion, national origin, sex, age, marital status, height, weight, genetic information, disability or any other legally protected characteristic.
- 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 23
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 24
RETIREMENT/DEATH

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

ARTICLE 25
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

All employees, who have been employed by the District and completed four (4) years or more of service shall receive a longevity supplement as spelled out below. The longevity will be paid the first pay in November of each year. Years of service will be based on November 1 of each year.

Years <i>Completed</i>	Amount
4-9	\$600
10-14	\$900
15-19	\$1200
20+	\$1500

*Employees working 20 hours or less shall receive 50% of the above amount.

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 24 hours of professional development per license year; included in these hours are 16 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 aid training every three (3) years to all union members. Failure to maintain current

CPR/First aid certification will result in discipline, up to and including, termination.

5. Any district provided professional development or CPR/First aid training where an employee is not in attendance, the employee will be required to obtain missed professional development and/or training on his/her own time and at his/her 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, on approved Lake Orion Child Care Rates.

**ARTICLE 26
STIPENDS**

A. A perfect attendance stipend of \$500 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.

* Those scheduled to work less than eight (8) hours per day shall have their perfect attendance stipend reduced on a pro-rated basis.

B. Professional development days or emergency closing days will not impact the attendance stipend.

C. Stipend attendance shall exclude absences for holidays, vacations, personal business, 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 attendance stipend during that fiscal year. Eligibility starts the first full fiscal year of employment (fiscal year as July 1 through June 30).

D. A "wellness" stipend will be credited to a Flex Spending Account (FSA) on January 1 of each year as indicated below:

Employees working less than 25 hrs - \$400

Employees working more than 25 but less than 30 hrs \$600

* To qualify for the stipend the employee must complete the appropriate paperwork during the Open Enrollment period each year.

ARTICLE 27 INSURANCE

- A. The Board shall pay a portion of the monthly premium for medical insurance and prescription which, when annualized, shall not exceed \$5,992.30 for a single subscriber. The employee may purchase two person or family coverage by paying the difference in premium. Any insurance costs beyond these capped amounts shall be paid by employees, based upon enrollment status, through payroll deduction. Additionally, any taxes or other payment, such as the Michigan insurance claims tax, which are deemed to be part of the medical cost described in PA 152, shall be included in the insurance costs paid by the employee.
1. The parties agree to the establishment of an insurance advisory committee comprised of equal numbers of board and union representatives not to exceed 3 per bargaining group (6 total). The committee will meet as needed to review insurance coverage and make annual recommendations for plan or provider changes. The board will make all reasonable attempts to implement coverage changes recommended by the advisory group that are provided not later than 60 days prior to the effective change date. The medical and prescription plan currently in effect shall be provided to employees in a separate document and posted on the district intranet.

The parties agree to maintain the practice of annually adjusting the capped levels to ensure affordability for the employees and the employer.

2. Dental and Vision –the Board shall pay 100% of the cost of LTD, Life, Dental and Vision insurance at the same benefit level currently in existence.

B. Entitlement to these coverage's is subject to the following conditions:

1. All employees who work thirty (30) hours or more per week are eligible for these benefits with the exceptions listed below.
2. Insurance coverage is understood to be an annual benefit for any employee who qualifies.

4. Employees electing not to take health insurance and has coverage elsewhere shall receive \$100 per month in-lieu-of payable bi-annually.

C. The Board will terminate health insurance benefits and life insurance coverage in accordance with the FMLA regulations for those employees who qualify. For all other leaves of absence the Board will terminate health insurance and life insurance coverage sixty (60) working days following the last day worked or compensated. An employee must utilize all sick days available/needed to cover any leave of absence.

D. When employment status is terminated coverage will end on the last day of the month in which they worked, if the employee wishes continued coverage COBRA procedures shall apply.

E. Long-term disability insurance will be provided by the Board to all employees normally scheduled to work thirty (30) hours or more per week, the elimination period will be sixty (60) days.

F. Worker's Compensation: Any employee who is absent because of an injury or disease which is compensation under Michigan Workers' Compensation Act may elect to use his/her cumulative sick days, prorated, to receive the difference between the Workers' Compensation benefits and his/her average full pay, excluding overtime pay. Injuries shall be reported by the employees to their supervisors as soon as possible, but no later than three (3) calendar days after occurrence. Any employee receiving an injury on the job requiring immediate medical attention by a physician will receive pay for the full day's work at the regular rate and if he/she is required to report back during working hours to the doctor, he/she will be paid for the time lost.

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

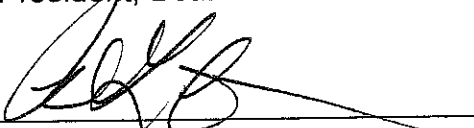
This Agreement shall continue in full force and effect until the thirtieth (30th) day of June, 2021. In the event either party wishes to terminate this Agreement, or modify or amend any Article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (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.

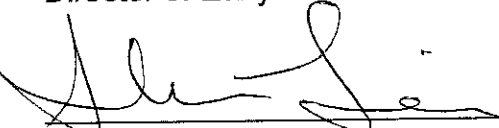
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 5th day of June, 2019.

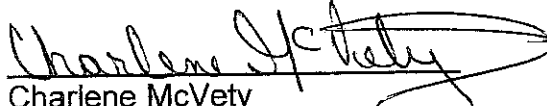
FOR THE SCHOOL DISTRICT


Birgit McQuiston
President, Board of Education


Rick Arnett
Assistant Superintendent of Human Resources


Kim McLean
Director of Early Childhood

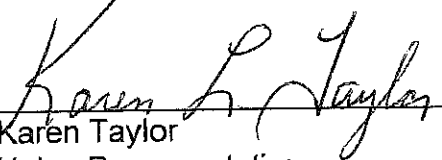

Shannon Lewis
Human Resource Specialist

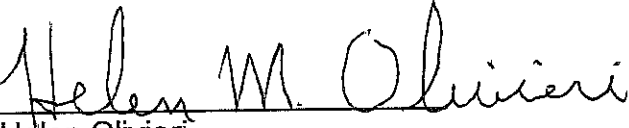

Charlene McVety
Child Care Office Manager

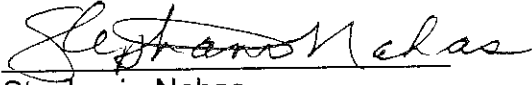
6/14/2019
Date

FOR THE UNION


Michelle Cox
Chapter Chairperson


Karen Taylor
Union Representative


Helen Olivieri
Union Representative


Stephanie Nahas
Staff Representative
MI AFSCME Council 25

6/14/2019
Date

APPENDIX A
WAGE SCALE LAKE ORION CHILD CARE

2019-2021

Hourly Rates	Step 1	Step 2	Step 3	Step 4	Step 5
Provider	\$13.30	\$13.74	\$14.47	\$15.20	\$15.93
Assistant Provider	\$10.23	\$10.74	\$11.25	\$11.76	\$12.27

*For 2019-20 effective July 1, all employees shall advance one step on the salary schedule if eligible.

*For 2020-21 effective July 1, all employees shall advance to the next step on the salary scale if eligible.

*In order to be eligible for step increase on July 1 employees must have completed their probationary period prior to the last day of school.