

MASTER AGREEMENT

between

LAKE ORION COMMUNITY SCHOOLS

and

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

MICHIGAN AFSCME COUNCIL 25 AFL - CIO

Beginning July 1, 2005 – Ending June 30, 2007

AGREEMENT

This Agreement is entered into on this 1st day of July, 2005, 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 Latch Key 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, Family Independence Agency, 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 in the same job classification as the new staff member. Allotted meeting time(s) for the mentors and mentees will be determined and provided by administration.

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 Latch Key)

Assistant Providers (Both Center and Latch Key)

- 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 semiannually on October 1 and April 1. The employer will notify the Union of all new hires, discharges, quits and retirements.
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 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 most senior qualified applicant. Qualifications shall be set by the Employer and posted. When qualifications are equal seniority shall prevail.
- B. 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.
- C. 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.
- D. Employees moved down in classification shall be placed at their same step of the new classification.
- E. If the employee is unsatisfactory in the new position, written notice and reasons shall be submitted to the employee by the Employer.
- F. 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.
- G. 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).
- H. 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, such employees may, on the basis of seniority, displace other employees within the same classification and in a job category for which they meet the qualifications. Should the displacement(s) result in a reduction of personnel, 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 accrued seniority and qualification.
- C. When positions become available while there are child care employees on lay off, currently employed unit members shall bump back into their position /classification held prior to reduction of staff, before recall of laid off unit employees. Laid off unit employees shall then be recalled by classification seniority. Any exception to the above must be approved by management and the Union Chairperson/designee.
- D. 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.
- E. 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.
- F. 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.

- G. The employer shall have the right to layoff or 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.
- 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 Union and the Employer.

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. Summer Employment
 - 1. If the Employer determines that a summer program will be offered, employees will be allowed to bid on such summer work by seniority and qualification, highest seniority first. If assignments remain open, employees will be scheduled into these open assignments, lowest seniority first by qualification. Should assignments still remain open, effort shall be made to secure substitutes. If no substitutes are available and no union employee comes forth to fill open assignments, the summer program shall be reduced proportionately or eliminated.
 - 2. 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.

D. 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 Latch Key and Satellite Latch Key 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.

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.
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 step and rate 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.
4. 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
Monday after 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.
- D. Daily assignments during scheduled winter, midwinter and spring breaks will be bid on by bargaining unit seniority, highest first. If assignments remain open, employees will be scheduled into open assignments by seniority, lowest first. Employees will be notified of their schedules two (2) weeks prior to the start of the breaks. But if there are extenuating circumstances, no later than one (1) week prior to the breaks.

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.

To be eligible, the employee must be scheduled to work twenty-four (24) or more hours per week.

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 days for being a summer provider or assistant provider, if working the summer program.

All summer days of absence are to be used.

2. An employee who holds a position in more than one classification during the summer program shall receive paid vacation days according to the classification in which the majority of the hours are worked.
 3. Any paid vacation days taken shall be repaid by the employee if above pre-established qualifications are not met. Paid vacation days earned through summer employment shall be taken during summer unless otherwise authorized by the Program Supervisor.
 4. The 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.
- 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 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.

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
MEDICAL CLEARANCE AND TB TESTS

- A. All Child Care employees shall have a medical clearance and triennial TB test. The cost of such test shall be borne by the Employer and the results certified to the Employer before the employee is allowed to start work. The Employer will designate a local clinic to conduct such test. In addition, a physical examination by a certified physician as required by the Department of Consumer & Industry Services must be completed and the results certified to the Employer before the employee starts work. The costs of such initial physical shall be borne by the employee. Employees may choose to go to a health care provider designated by the Employer for a renewal medical clearance physical examination as required by the Department of Consumer & Industry Services. The examination will be paid by the Employer.
- B. If the employee chooses to go to another health care provider for a physical examination, the Employer will reimburse to the employee up to the amount paid to the designated health care provider.
- C. It shall be the responsibility of the employee to provide to the Employer all data as required by law, which is necessary for employment.

**ARTICLE 25
RETIREMENT**

Any Employee with ten (10) calendar years of service or more or in the event of death 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 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 worked was a minimum of twenty-four (24) hours per week.
 - 2. Longevity will be paid according to the table below:

<i>Years</i>	<i>Amount</i>
<i>4-5</i>	<i>\$.20 per hour</i>
<i>6-8</i>	<i>\$.30 per hour</i>
<i>9-11</i>	<i>\$.40 per hour</i>
<i>12-14</i>	<i>\$.50 per hour</i>
<i>15 and up</i>	<i>\$.60 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) hours 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. The center will be closed at least one day per year and staff will be required to attend an eight (8) hour in-service (or as required by the State of Michigan) professional development training and staff meeting. Employees will be paid per their hourly rate to attend required inservice/professional development training.
4. Employees shall be entitled to two (2) professional development days.
5. CPR and first aid training is required for all union members. Employees are reimbursed for the cost of the class taken on their own time. The cost to be borne by the Employer not to exceed thirty-five dollars (\$35.00).

F. Employee Program Discount

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

ARTICLE 27
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 28
TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until the thirtieth (30th) day of June, 2007. 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 9th day of March 2006.

FOR THE SCHOOL DISTRICT

FOR THE UNION

Melanie O'Neill
Director of Child Care

Cassie Meeks
Chapter Chairperson

Kenneth Gutman
Asst. Supt. of Human Resources

April Gall
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**

The agreed upon wage package is an increase of 2.3% yearly in hourly rates for the duration of this contract.

Pay Table 2005-2006

Hourly Rates	Step 1	Step 2	Step 3
Provider	\$11.89	\$12.29	\$14.25
Assistant Provider	\$ 9.15	\$ 9.97	\$10.97

Based on 2.3% increase ~ taken to Board for approval on March 8, 2006

Pay Table 2006-2007

Hourly Rates	Step 1	Step 2	Step 3
Provider	\$12.16	\$12.57	\$14.58
Assistant Provider	\$ 9.36	\$10.20	\$11.22

Based on 2.3% increase ~ taken to Board for approval on March 8, 2006.

A "wellness" stipend of \$250.00 will be paid to each child care worker (non-probationary), payable the first paycheck in December of each year.