

6/30/90

# Master Agreement

between

**Lake Orion Community Schools**

and

**Lake Orion Child Care Association**

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**July 1, 1988 until June 30, 1990**

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LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*Lake Orion Community Schools*

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## MASTER AGREEMENT

The Board of Education of the Lake Orion Community School District, hereinafter referred to as the "Board", and the Lake Orion Child Care Association, MEA-NEA, hereinafter referred to as the "Association", on the 1st day of July, 1988, enter into the following agreement:

### WITNESSETH

- I. WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Lake Orion Community School District is their mutual aim, and
- II. WHEREAS, the members of the Association are particularly qualified to assist in formulating programs designed to improve early child care standards, and
- III. WHEREAS, the Board has a statutory obligation pursuant to the Michigan Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its child care personnel with respect to hours, wages, terms and conditions of employment, and
- IV. WHEREAS, the parties have reached certain understandings which they desire to confirm to this agreement,
- V. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I  
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 Association recognizes these management rights, powers, authority, duties and responsibilities as 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 program efficiently.
- (C) Hire all employees subject to the provisions of law. To determine their dismissal or demotion, and to promote and transfer all employees within the provisions of this Agreement.
- (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 Association agrees that State laws pertaining to work stoppages in Public School systems shall apply for the duration of this Agreement.

ARTICLE II  
Association and Employee Rights

- A. The Board hereby agrees that employees shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection.

The Board agrees that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement.

- B. The Association and its representatives shall have the use of school facilities according to the written policies of the Board of Education, which govern other community citizens' groups. The cost of hourly personnel required, materials, equipment use, additional maintenance and other expenses related to such use shall be charged to the Association at school district cost. The school buildings, facilities, and equipment shall not be used by an employee for his/her private use without obtaining approval from the Superintendent/designee.
- C. Listed Association Representatives and officers of the Association shall be permitted to transact official Association business on school property with members of the Association, provided that this shall not interrupt normal school operation, or interfere with the discharge of individual duties. The Association shall provide a list of Association Representatives and Association officers to the Board by July 1 of each year.
- D. The Association shall have the privilege to use school business machines, and audio-visual equipment for association business, when such equipment isn't otherwise in use, after arrangements have been made with the supervisor of such. The Association will pay for the cost of all materials and supplies incidental to such use based on school district cost.
- E. The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards, at least one of which shall be provided in each school building. The Association may use

mail boxes for communication to members. No member shall be prevented from wearing insignia, pins or other identification of membership in the Association. Any such communication/identification of an inflammatory nature shall be prohibited.

- F. The Board agrees to furnish to the Association in response to requests, from time to time, all readily available information concerning the financial resources of the district, and such other readily available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the members.
- G. The private and personal life of any member is not within the appropriate concern or attention of the Board unless such personal activities extensively reduce the effectiveness of a member while performing assigned duties.
- H. The duties and responsibilities of any member will not be significantly altered or increased without every effort being made to give the member an opportunity to discuss this change of duties and responsibilities with the Administration. The member may choose to be accompanied by the building Association Representative during any such discussions.
- I. Payroll Deductions

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

ARTICLE III  
Non-discrimination Clause

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

ARTICLE IV  
Deduction of Dues, Agency Shop Fees

- A. Upon receipt of individual deduction authorization forms, signed by employees, the Board will deduct from employee wages the dues and assessments of the local, state and national Associations. Deductions 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 Association all deducted monies with each accounting report.
- B. Deductions authorized shall continue in effect unless authorization is revoked by the member in writing and copies are delivered to the Association and the Board.
- C. The Association will prepare and distribute payroll deduction cards covering local, state, and national Association dues. These cards, when voluntarily signed by individual employees, will authorize dues deductions for the life of this contract. Amounts so deducted will be paid promptly and in total to the local Association for subsequent disbursement by the Association.
- D. Any employee who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment pay an amount determined by the Association equivalent to a representation benefit fee, (such amount shall not be more than dues assessed to Association 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 Association or authorize payment through payroll deduction, the Board shall cause termination of employment of such employee within 30 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 Association 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 Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of action taken by the Board in compliance with any section of this Article.



ARTICLE V  
Workyear, Working Hours, Working Conditions

- A. Start of Workyear - Each member of the bargaining unit will be informed of the starting date for the next year via the negotiated school calendar as soon as it becomes available.
- B. Assignments - Every effort will be made to provide specific assignments two weeks prior to the fall starting date. Last minute enrollment changes may necessitate assignment revisions.
- 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 by classification, highest seniority first. If assignments remain open, employees will be scheduled into these open assignments, lowest seniority first and by classification.
  - 2. Prior notice will be provided to employees working the summer program as soon as possible. Every effort will be made to provide specific assignments two weeks prior to the starting date. Last minute enrollment changes may necessitate schedule revisions.
  - 3. To be eligible for paid vacation days during the summer, the employee must have worked the previous full school year. Paid vacation days shall be earned for summer employment on the following basis:
    - 1 Paid day for working 50% of summer program days excluding paid vacation days
    - 2 Paid days for working 100% of summer program days excluding paid vacation days
    - Paid Holiday (July 4) for working 75% of summer program days excluding paid vacation days
    - 1 Paid day for being a summer Provider .
    - 2 Paid days for being a summer Site Director

An employee who holds a position in more than one classification during the summer shall receive paid vacation days according to the classification in which the majority of the hours are worked.

4. 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 employment unless otherwise authorized by the Program Supervisor.
5. 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.
6. The summer Site Director/s shall substitute a maximum of one day for each Child Care employee during the summer months to assist with the cost of earned paid vacation days.

D. Working Hours, Breaks, Travel Time and Preparation Time

1. The regular workday for child care employees shall be not more than eight (8) hours, and not less than two (2) hours per day.
2. The regular work week shall consist of two (2) to forty (40) hours per week, Monday through Friday.
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. A break of 31 minutes or more between assignments, excluding a paid lunch break, shall negate travel pay.
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 breaks shall be flexible.
6. In the event that schools are closed due to K-12 half days, school 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 half hour of preparation time each day provided that no additional expense to the program is incurred and the site director approves the schedule.

E. Emergency Closing of Child Care Centers

1. When schools are closed due to inclement weather or other natural causes, the Child Care Center/s will remain open if at all possible. Child Care staff is expected to report for work on such days. Failure to report shall result in a corresponding loss of pay.
2. In the event it is impossible to open the Child Care Center/s, employees will be instructed to stay home and shall receive a \$20.00 stipend for the day, the number of days not to exceed one day per school year. Other such days shall be without compensation. Site Directors shall receive \$25.00 for the one day and are responsible for notification of personnel.
3. If employees are sent home due to unforeseen causes, they shall receive full pay for their regularly scheduled hours.

F. Working Conditions

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

G. General

1. Child care employees shall have the use of copy machines and equipment which are available on site.

2. Child care employees shall have access to smoking and non-smoking lounge facilities as located on site.
3. The number of children in child care programs shall be as stipulated in the Department of Social Services guidelines.

#### H. Replacement of Absent Employees

If a provider or assistant provider of Child Care or non-satellite Latch Key is absent, the site director of each site will assume responsibility for obtaining a substitute for the absent employee.

If a site director, satellite latch key provider/assistant provider is absent, the child care supervisor will assume responsibility for obtaining a substitute.

1. If an employee is to be absent, the appropriate site director/supervisor as stated above will make every effort to provide a substitute from a substitute list with classification qualifications to take the entire shift/hours.
2. If a qualified substitute is not available, the appropriate site director/supervisor will ask an employee of the same classification to fill the entire shift by rotating seniority, highest first.
3. If an employee of the same classification is not available to fill the entire shift, the appropriate site director/supervisor will break up that shift within the affected classification.
4. If a substitute is not available in the absent employee's classification, the appropriate site director/supervisor may seek a substitute from another classification by rotating seniority, highest first according to the following:
  - a. If an assistant provider/assistant latch key provider will be absent, the appropriate site director/supervisor will ask other assistants by seniority at that site to take the entire shift/hours. If no other on-site assistants can take those hours, other assistants off-site will be asked. Assistants whose regularly scheduled hours/shifts will not allow them to take the entire hours/shift need not be contacted.

- b. If a provider/satellite latch key provider is absent, the appropriate site director/supervisor will ask other providers/satellite latch key providers first from on-site, then from off-site. If none are available to take the entire shift/hours from either on or off-site, assistant providers/assistant latch key providers with provider/satellite latch key provider qualifications from the unit seniority list, by rotating seniority, will be asked. In either case, employees whose regularly scheduled hours/shifts will not allow them to take the entire hours/shift need not be contacted.
  - c. If the site director is on-site less than three (3) hours, a qualified replacement will be sought to fulfill the three-hour requirement from the unit seniority list.
5. Every effort will be made to secure an employee who has six (6) months of successful full-time experience in the program to substitute in a higher classification by rotating seniority before less than six (6) month employees are secured. Less than six (6) month employees may be called at the discretion of the supervisor/designee.
  6. An employee who substitutes in a higher classification shall be paid according to the first step wage rates for the higher classification or at the step which insures an increase in pay.
  7. In situations where prescribed class size ratio is less than D.S.S. regulations and a substitute will not be provided, the site director/supervisor shall notify the Association of such. If a substitute is warranted, one may be secured with the approval of the supervisor.

Employees who are unable to report to work on time must make every effort to phone prior to their shift starting time to indicate their estimated time of arrival or forfeit their shift.

ARTICLE VI  
Probation

- A. Employees hired new to the District, or rehired after having quit, shall serve a probationary period of sixty-five (65) 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. The probationary period may be extended for ten (10) actual working days at the discretion of the supervisor upon written notice to the employee and the Association President. Such notice shall include the reason for the extension.
- B. After satisfactory completion of the probationary period, seniority shall be retroactive to the date of hire.
- C. The employer will conduct an orientation program for newly hired employees within the first seven (7) days of employment. This is to be followed by a training program within thirty (30) working days of being hired.

ARTICLE VII  
Seniority

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

Site Directors  
Providers  
Satellite Latch Key Providers  
Assistant Providers  
Assistant Satellite Latch Key Providers

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 unit 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 Association President/designee shall compile a seniority list semiannually on October 1 and March 1. The employer will notify the Association of all new hires, discharges, quits and retirements.
2. The seniority list will reflect each employee's seniority by each classification held and by date of hire.
3. Employees on approved leaves or lay off shall continue to 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 working 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.
- D. Employees hired the same day shall be ranked for seniority alphabetically by last name used at time of hire. A change of last name shall not cause a subsequent change in seniority ranking.



ARTICLE VIII  
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. When an employee is laid off by classification seniority, he/she shall be permitted to exercise bargaining unit seniority to bump, if possible, the least senior person in the next lower classification within the bargaining unit provided he/she can meet the qualifications. If it is not possible in the next lowest, the process shall continue on down through the classifications in order as listed in Article VII. That bumped employee can then exercise seniority to bump lower classifications him/herself according to the same procedures, if qualified and if possible.
- 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 Association president/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) working days, the Association President shall receive a list from the Employer of the employees being laid off on the same date the 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 period of layoff shall be paid the substitute rate of pay.

- G. The employer shall have the right to adjust an employee's hours where necessary because of reduced or increased student enrollment, with a twenty-four (24) hour notice.
- H. Notwithstanding their position on the seniority list, Association officers (president, vice president, secretary/treasurer with the exception of illness) 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 Association and the Employer.

ARTICLE IX  
Transfer and Promotion

- A. Transfer and promotion of employees shall be made by the employer based upon the seniority and qualification of the employees. Qualification shall be set by the employer and posted.
- B. A transferred employee will be given a thirty (30) calendar-day 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. This 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 satisfactory to the employer. During this trial period, administration has the right to fill the vacated position with a temporary employee. This vacated position will be posted after the trial period is satisfactorily completed and the new position becomes permanent.
- C. Employees moved 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.
- 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 Association Bulletin Board. After the posting expires, management will make every effort to fill said vacancy within ten (10) working days. If this is not possible, the Association will be informed of the reason/s.
- H. Copies of all postings shall be sent to the Association president.

ARTICLE X  
Paid Days of Absence

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

Step 1 - 1 day per year  
Step 2 - 3 days per year  
Step 3 - 6 days per year

To be eligible, the employee must be scheduled to work twenty-five (25) or more hours per week.

2. Every attempt will be made to give supervision a 24 hour advance notice of a paid day of absence.
3. At the end of each employee's anniversary year, each eligible unit member shall be paid the amount specified below for each unused paid day of absence. Payment shall be as per the classification held for the majority of the year.

Site Directors	- \$35.00
Providers	- 30.00
Satellite Latch	
Key Providers	- 25.00
Assistants	- 20.00

ARTICLE XI  
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 in writing 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 of 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.

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 leave of up to one (1) year shall be granted upon request. An employee returning from the leave shall be placed on that step of salary schedule from which she went on leave. Maternity leaves will be granted in accordance with 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.
3. During the leave of absence, the employee shall not lose any previously accumulated sick leave days or other acquired rights. Prior to the end of her leave of absence the employee shall inform the employer in writing that she is willing and ready to resume her employment. She shall be returned to her former position at the time, and suitable medical evidence shall be presented to the employer by said employee certifying that she is capable of performing her duties. If, prior to three (3) months after the birth of her child, the employee does not inform the employer in writing of her willingness to commence her duties, or if said

employee shall fail to return to work upon the expiration of her leave of absence after being requested to do so by the employer or his designated representative, she shall be deemed to have voluntarily terminated her employment.

C. Military Leave

1. The provision of this subparagraph shall be subject to all applicable Federal laws now in force, or as amended, regulating the rights of returning veterans. Such Federal laws or regulations shall prevail if inconsistent in any manner with the provisions of this paragraph.
  - a. Any employee who shall voluntarily enter into active service in the Armed Forces of the United States shall be given a leave of absence, for up to six (6) years, without pay subject to the conditions herein. Additional leave time may be granted at the employer's discretion. A drafted employee shall be given a leave of absence for the complete time of the draft period.
  - b. Said employee shall retain any rights accumulated prior to his/her leave of absence, and any rights guaranteed under the applicable Federal laws now in force, or as amended.
  - c. Such employees, upon termination of such leave, shall be offered reemployment in his/her previous position, or a position of like status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so. In such event he/she will be offered employment, as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she meets the following requirements:
    1. He/she has not been dishonorably discharged.
    2. He/she is physically able to do the work.
    3. He/she applied for employment within ninety (90) days after completion of service, or release from hospitalization continuing not more than one (1) year after discharge from services.

- d. As used herein, "Armed Forces of the United States" is defined as, and is limited to the United States Army, Navy, Marine Corps, Air Force, Coast Guard, or the Public Health Service.
- e. Failure of an employee on a military leave of absence to make application for reinstatement within such ninety (90) days shall be considered as a resignation, and such employee shall lose all employment rights he/she would otherwise be entitled to hereunder.

D. Substitution

Any employee on approved leave of absence shall be allowed to substitute for absent employees and shall be paid at the substitute rate of pay.

ARTICLE XII  
Holidays

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

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Monday after Easter  
Memorial Day  
Independence Day\*

Holiday pay shall be determined by taking regularly scheduled hours per week and dividing by the regularly 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 or on approved leave.

\* See summer employment language in Article V.

- B. If a scheduled holiday as listed in "A" above falls on a Saturday or Sunday, the following shall apply: The Friday immediately preceding that day shall be a paid day off, providing the program is not in session. 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.
- C. No employee shall be eligible to receive holiday pay during a probationary period.
- D. Assignments during scheduled winter and spring breaks will be bid on by seniority, highest first. If assignments remain open, employees will be scheduled into open assignments, by seniority, lowest first.



ARTICLE XIII  
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 twenty (20) cents per mile.

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 at a minimum of twenty-four (24) hours per week.
- 2. Longevity will be paid according to the table below:

<u>Years</u>	<u>Amount</u>
6-8	.20 cents per hour
9-11	.30 cents per hour
12-14	.40 cents per hour
15 and up	.50 cents per hour

D. Overtime

- 1. Overtime will be paid at the rate of time and a half.
- 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 fractions thereof.
- 4. Employees may elect compensatory time in lieu of wages for overtime hours worked. Employees must make their choice at the time additional hours are offered. Comp time must be taken during that pay period and must have supervisory approval.

E. Employee Education

1. The Board of Education, as it deems necessary, 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.

F. Attendance Stipend

A one hundred dollar (\$100) per year attendance stipend will be paid at the end of the fiscal year to employees who qualify by never giving the supervisor/designee less than a twenty-four (24) notice of inability to report to work. The supervisor/designee shall determine qualification in terms of emergencies.

G. Employee Program Discount

Employees with children in the child care and latch key programs shall receive a twenty (20) percent discount on approved Lake Orion Child Care rates.

ARTICLE XIV  
Employee Evaluation

A. Written Evaluation by management

The parties agree that the timely and objective evaluation of the work performance of employees is 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

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

Probationary Employees

- a. There shall be a minimum of two (2) evaluations during the probationary period.
- b. Each evaluation shall total a minimum of thirty (30) minutes
- c. Every attempt shall be made to complete the first evaluation within the first thirty (30) days and the second evaluation within the last thirty (30) days.

Employees Transferred or in a New Classification

- a. There shall be a minimum of one (1) evaluation within the trial period . (See IXB)
- b. Each evaluation shall total a minimum of thirty (30) minutes.

Seniority Employees

- a. There shall be a minimum of one (1) evaluation each year.
  - b. Each evaluation shall total a minimum of thirty (30) minutes.
2. Within ten (10) school days of an evaluation, a conference shall be held with the employee to review the evaluation and a copy of the evaluation shall be provided.
  3. Each employee shall sign the evaluation which only indicates that the employee has received it. If the employee disagrees with the evaluation, the employee may submit the objections in writing which will be attached to the 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 of two (2) Association 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 XV  
Employee Discipline

- A. The employer shall not discipline, suspend or discharge any employee without just cause.
- B. In imposing any discipline on a current charge, the employer may give due consideration as to the validity, date and/or relevance of any known past offense.
- Any offense involving moral turpitude shall be grounds for dismissal whenever discovered.
- 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 can be disciplined only once for the same incident unless an investigation supports further action.
- D. Oral or written reprimands or warnings, suspensions, with or without loss of pay, or other discipline, including discharge, will be discussed with the employee in private. An Association Representative may be present at the option of the employee.
- E. Should the discharged, suspended, or disciplined employee consider the action to be improper, a complaint shall be presented in writing through the Association representative to the employer within two (2) regularly scheduled working days after receiving the notification. The Board, or its designated representatives, shall review the discharge or discipline and give their answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter shall be referred to the grievance procedure. In situations where a discharge is involved, the matter will be referred to the grievance procedure at a level mutually agreed upon between the employer and the Association.
- F. Discipline, suspension or discharge of a probationary employee shall not be subject to arbitration. In cases of discharge, the Superintendent or his designee agrees to hold a hearing upon written request of the employee involved. The Superintendent or his designee shall render a written decision to the employee within ten (10) working days following the hearing. If the employee is still unsatisfied with the Superintendent's decision, he/she may submit a written request to the Board of Education for a hearing.

- G. Employees may review their personnel file pursuant to the Bullard-Plawecki "Employee Right To Know Act," Public Act 397, as per school district procedures.
- H. A discharged employee shall lose all rights and privileges afforded him/her under the conditions of this agreement.

ARTICLE XVI  
Grievance Procedure

DEFINITIONS:

Grievance - A grievance shall mean a claim by an individual or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement. (Association grievances may be initiated at Level 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 school is in session during the school year and days when the Central Office is open for business during the summer vacation unless otherwise specified.

Shall any differences, disputes 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 Association and the Board to settle the dispute promptly through the following steps:

LEVEL I

- a. If a child care worker has a possible grievance, he/she shall first discuss it with the site director, if appropriate.
- b. An employee with a grievance shall discuss it with his/her child care supervisor, individually, represented by or accompanied by a representative of the Association, provided that the aggrieved employee will not be denied the right to have an Association representative present at such conference.
- c. The grievant may invoke the formal grievance procedure on the appropriate form, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance shall be delivered to the child care supervisor.

LEVEL II

Within three (3) days of receipt of the grievance, the child care supervisor shall meet with the Association in an effort to resolve the grievance. The child care supervisor shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting.

### LEVEL III

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) days of such meeting (or six (6) days from the date of filing, whichever shall be later) the grievance, within five (5) days, shall be transmitted to the Superintendent/designee. Within five (5) days the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting. If, at Level 3, more than one grievance is filed on the same alleged violation, the disposition of one grievance, and the solution, will be made applicable to the other assuming they have the same solution.

### LEVEL IV

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within the time period provided above, the grievance may be submitted to arbitration by the Association before an impartial arbitrator. Request for arbitration must be submitted within fifteen (15) calendar days of the disposition at Level 3. If the parties cannot agree as to an arbitrator within five (5) calendar days from the notification date that the arbitration will be pursued, one shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

The employer and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Both parties agree to be bound by the award of the arbitrator. All fees and expenses of the arbitrator shall be shared equally by the employer and Association.

1. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated. If he/she shall, by decision of the arbitrator, have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.



2. The time limits provided in this Article shall be strictly observed, but may be extended by 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.
3. If an individual employee has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
4. If the Association decides that no grievance exists and so notifies the claimant, the employee may continue to process his/her claim without reflection upon or support of the Association. If the Association decides there is a legitimate grievance, it shall, immediately, process the claim.
5. A grievance may be withdrawn at any level without prejudice on the record.
6. All documents, communications and records dealing with a grievance shall be filed separately.
7. Forms for filing and processing grievances shall be designed by the Superintendent's office and the Association. These shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
8. Any information necessary to the determination and processing of a grievance shall not be withheld by the Board or Association.

ARTICLE XVII  
Negotiation Procedures

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. If, during the course of this Agreement, it becomes evident that any section of the Agreement is not workable or causes undue hardship upon either party in its application, negotiations may be reopened by mutual consent of the Association and the Board to reconsider the section presenting such hardship. The start of negotiations shall not be delayed more than thirty (30) days after the reaching of agreement on the need for negotiations unless further delay is mutually agreeable.
- B. If the Board determines the program will continue to operate the following budget year, every attempt will be made to initiate negotiations thirty (30) days prior to the expiration date of this agreement.
- C. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Board and Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State of Michigan Labor Mediation Board.

ARTICLE XVIII  
Special Conferences

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

ARTICLE XIX  
Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and consisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.
- D. The provisions of this Agreement are mutually binding as to wages, hours, terms and conditions of employment.
- E. A sufficient number of copies of this Agreement shall be printed and distributed at the expense of the Board. it is understood by both parties that this Agreement should be distributed to the Association members as soon as possible.
- F. All supplemental agreements shall be subject to the approval of the employer and the Association.
- G. Health and Safety
  - 1. A Safety Committee shall be structured consisting of representatives from both parties numbering not more than three (3) persons from each party. This committee shall meet periodically for the purpose of reporting and making recommendations to the administration.
  - 2. Employees shall not be held responsible for the actions or damages of program children providing that the employee has done what might reasonably be expected of a person in his/her situation.
- H. Retirement

The Board, without prejudice, may retire from service any employee who has attained the age of seventy (70) during the school year, or will attain that age prior to June 30, of the next year, but may, if deemed advisable, rehire the employee on a month-to-month basis.

I. Disability

The employer without prejudice may retire from service, at any time during the year any employee who is unable, because of physical and/or mental limitations, to fulfill duties of his/her position of employment. The employer shall attempt to transfer said employee to a position which he/she may be able to satisfactorily perform in the event that such position is available. The employer, with professional advice, shall judge whether or not said employee can satisfactorily perform the duties to which he/she may be transferred, and whether there is a position available.

J. Job Descriptions

Management retains the right to determine job descriptions, however, input from employees will be considered.

K. Physical Examinations and T. B. Tests

All child care employees shall have a triennial TB test. The cost of such test shall be borne by the employee and the results certified to the employer before the employee is allowed to start work. In addition, a physical examination by a certified physician as required by the Department of Social Services must be completed and the results certified to the employer before the employee starts work. The costs of such initial physicals shall be borne by the employee. Thirty dollars (\$30.00) shall be paid by the employer toward the cost of renewal physical examinations as required by the Department of Social Services.

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 XX

Duration of Agreement

This Agreement shall be effective as of July 1, 1988 and shall continue in effect until the 30th day of June, 1990. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By \_\_\_\_\_  
President, Negotiator

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Negotiator

By \_\_\_\_\_  
Vice-President

By \_\_\_\_\_  
Negotiator

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Negotiator

By \_\_\_\_\_  
Treasurer

By \_\_\_\_\_  
Negotiator

By \_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Negotiator

By \_\_\_\_\_  
Trustee

WAGE SCALE  
CHILD CARE

	<u>1988-89</u>			<u>1989-90</u>		
	Step 1	2	3	Step 1	2	3
Site Directors	\$8.25	9.48	10.76	\$8.83	10.14	11.51
Providers	5.52	5.84	6.91	5.91	6.25	7.39
Satellite Latch Key Providers	4.88	5.15	5.85	5.22	5.51	6.26
Assistant Providers	4.24	4.72	5.31	4.54	5.05	5.68
Assistant Satellite Latch Key Providers	4.24	4.72	5.31	4.54	5.05	5.68

LAKE ORION CHILD CARE AGREEMENT  
Retroactivity Status

Pending ratification, the following issues will be implemented as stated.

Retroactive to July 1, 1988

Wage Scale  
Longevity  
Holiday Pay

No Retroactivity

Summer Session (except negotiated wage)  
Attendance Stipend  
Physical Exam Reimbursement Increase  
Paid Days of Absence (This issue  
will begin July 1, 1989 or on the employee's next anniversary  
date, whichever is later.)