

AGREEMENT

between

**MDS COMMUNITY ACTION AGENCY, INC.
Head Start**

and

**LOCAL NO 2172
(Amalgamated Unit 8)**

and the

**UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA (UAW)**

November 30, 2022 through November 30, 2025

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ARTICLE 1 - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and condition of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The Employer and the Union encourage to the fullest degree friendly and cooperative relations between respective representatives at all levels and among all employees to ensure proper services to the communities served.

This Agreement is also designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the Grievance Procedure specified herein, in order to maintain and promote harmonious relationship between the parties and to encourage more efficient and progressive service for the public interest.

ARTICLE 2 - AGREEMENT

This Agreement is entered into this day, *November 30, 2019*, by and between the MDS Community Action Agency, Inc., (hereinafter referred to as the Employer), and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local Union 2172 Unit 6, (hereinafter referred to as the Union).

ARTICLE 3 - RECOGNITION

Section A

The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees within the bargaining unit as certified by Case No. 30-RC-6642 of the United States of America National Labor Relations Board.

All full-time and regular part-time center aides, data entry assistants, program assistants, EHS home visitors, bus drivers, bus monitors, teaching assistants, family service workers, maintenance employees, custodians, facilities assistants, and kitchen aides employed by the Employer at its facilities located in the counties of Menominee, Delta and Schoolcraft, Michigan; excluding all early childhood directors, program managers, Behavioral Intervention Specialists, coordinators, teachers, substitute employees, center manager, casual employees, administrative assistants, and supervisors as defined in the Act.

Titles of employee positions will not be changed in a manner which will confuse such title with those already designated positions in this bargaining unit.

Section B

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 the voluntary, mutual consent of the parties in written and signed amendments to this Agreement.

Section C

This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its express terms.

Section D

Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all employees now employed, or hereafter employed. Two (2)

copies and one (1) electronic copy of this Agreement shall be furnished to the International Union for its use.

ARTICLE 4 - MANAGEMENT'S RIGHTS

The Union recognizes those rights and responsibilities which belong to the employer, except as modified by the terms of this Agreement and to the extent authorized by law: the right to manage the Agency's operations and to direct the work force including the planning, direction and control of Agency operations; the right to supervise and evaluate employees, maintain discipline and efficiency; the right to extend, maintain, curtail or terminate the operations of the Agency; the right to determine the size and location of the Agency's facilities and to determine the type and amount of equipment and establish new or improved methods or facilities; the right to establish and change policies, practices or procedures, the right to assign work; the right to transfer employees; the right to promote and demote employees; the right to lay off employees; the right to determine, establish, change and modify standards of performance of all activities including the quality and quantity of work to be accomplished; the right to determine the number of persons to be actively employed by the Employer at any time; the right to establish and require employees to observe Agency rules, regulations, and personnel policies; the right to determine whether skills testing, or other testing will be necessary prior to a job offer or physical examinations, after a job offer according to the American's Disability Act's requirements.

The Union also recognizes and agrees that the Agency shall operate within the guidelines issued by a variety of funding sources including but not limited to, The U.S. Department of Health and Human Services, U.S. Department of Labor, the Michigan Department of Education, the Michigan Department of Human Services, the Michigan Department of Labor and Economic Growth, the Michigan Department of Community Health, and other federal and state regulatory authorities. If any of the terms of this Agreement are in violation of the foregoing, the Government regulations will supersede this Agreement and will be adhered to.

ARTICLE 5 - UNION SECURITY

Section A – Union Membership

The parties recognize that the Michigan Legislature has passed a law with an effective date of March 27, 2013 which makes it unlawful for both parties to enter into an agreement requiring membership in the UAW (or any other union) as a condition of employment. Accordingly, as long as this law remains in effect, this Agreement does not require employees to become or remain members of the UAW as a condition of employment. In the event that this Michigan law prohibiting union security is repealed or rendered unenforceable, the language below will be replaced with the language from Article 5 Section A of the contract between MDS CAA Inc. Contract dated October 26, 2010 through October 25, 2013.

Therefore, an employee who is a member of the UAW at the time this Agreement becomes effective may continue to be eligible for membership of the UAW for the duration of this Agreement.

An employee who is not a member of the UAW at the time this Agreement becomes effective may become a member of the UAW at any time after employment and may remain a member of the UAW for the duration of the agreement.

Section B – Check-Off

The Employer will deduct Union initiation fees and all membership dues from the pay of each employee covered by this Agreement who has signed and delivered to the Employer a written authorization or assignment authorizing such deduction. Such deduction shall begin in the month succeeding the month in which such written authorization is received by the Employer. All sums deducted during any calendar month shall be remitted on or before the 10th day of the following month to the Financial-Secretary of Local Union 2172, together with a list showing the names of the employees from whose pay deductions were made, the amount of each, and the month for which deducted.

Section C – Check-Off Authorization

The authorization referred to above shall be substantially in the form found at the end of this contract:

Section D – Save Harmless

The Union shall protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

Section E– Disputes

Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure starting at the highest step prior to mediation.

ARTICLE 6 - REPRESENTATION

Section A

The Employer or his/her representative, and the Union, may meet at least once a month to discuss matters relating to this Agreement or matters of mutual concern. The time and place of all such meetings shall be mutually agreed upon and those Union representatives attending such meeting shall be excused from any of their duties that may conflict with the holding of any such conference. The bargaining unit shall be represented by not more than five (5) members: four (4) Stewards (with provision for four alternates) and one (1) Unit Chairperson.

Section B

When a new classification is established, the Employer shall furnish the Union a job description of such classification, prior to implementation of the position. If the position belongs within the unit, regular procedures for posting and selection will be followed. At the time the Employer notifies the Union of the new classification, the Employer shall also indicate to the Union what determination the Employer had made relative to the pay for such new position. If the Union does not agree with the determination made by the Employer relative to compensation for the new classification, then the Union shall request a meeting within three (3) business days with the Employer for the purpose of discussing the Union's concerns relative to such determination. If the parties are unable to reach agreement relative to the compensation for such new position, such matter may be submitted to the grievance procedure.

Section C

Ten (10) unpaid leave days per contract year shall be available to the Union that may be used by any Union member to attend conferences and other meetings related to the conduct of affairs or the welfare of the members.

Requests for Union leave of absence must be submitted at least seven (7) calendar days in advance. The Employer shall attempt to grant such requests for Union leave of absence consistent with the manpower and work load requirements as determined by the Employer.

In no case shall two (2) people be absent from the same classroom while utilizing Union leave of absence. In this Section the requirement that all paid leave be used prior to approval of unpaid leave will be waived.

Section D

Union representatives shall not suffer a pay deduction for time scheduled by authorized representatives of the Employer when it applies to negotiations, conferences, grievances and other matters of mutual interest. All Union representatives shall notify their administrative supervisors of any and all such meetings and shall get the supervisor's prior approval before attending such meetings. The employer agrees that it will not unreasonably withhold its approval of attendance at such meetings; however, it is understood that such meetings should be scheduled so as not to conflict with the regular operations of the Employer.

Section E

In the case of material modification of an existing classification, scheduling change or Federal and/or State staffing mandates, the Employer will provide thirty (30) days notice to the affected employee and the Union, or as soon as reasonably practical.

ARTICLE 7 - GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the Grievance Procedure shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement.

STEP 1:

Within fourteen (14) business days of the occurrence giving rise to any dispute, the aggrieved employee, with a steward if he/she so desires, shall first seek settlement of any dispute with their immediate supervisor. Since it is important to resolve differences, clear up misunderstandings, and preserve harmonious relationships, the parties shall make reasonable efforts to settle problems promptly at this point through discussion.

If the matter is not totally resolved in such fashion, then the supervisor shall give his/her answer within three (3) business days of the meeting with the aggrieved employee. In the event the grievance is not settled in Step 1, and the immediate supervisor is not a coordinator or manager, the aggrieved employee, with a steward if he/she so desires, shall, within three (3) business days after receipt of the immediate supervisor's answer, next seek settlement with the administrative supervisor, a program manager, or coordinator. Again, the parties shall attempt to resolve the matter harmoniously. If the matter is not

totally resolved by the parties at this point, the administrative supervisor shall give his/her answer to the grievance within three (3) business days.

STEP 2:

Any grievance which has not been settled in Step 1 shall, within three (3) business days after receipt of the immediate supervisor's/administrative supervisor's answer in Step 1, be reduced to writing and presented to the Early Childhood Director, or his/her designee. Such grievance shall state the provision of the contract alleged to be violated, the facts of any claimed violation, and the specific actions requested to satisfactorily resolve the issue. If needed, the ECP Director can request further clarification from the Union. The Early Childhood Director, or designee, shall give his/her answer in writing within four (4) business days.

STEP 3:

Any grievance that has not been settled in Step 2 shall, within three (3) business days after receipt of the Early Childhood Director's/designee's answer, be submitted in writing to the Executive Director.

With such third step written submission, the Union/Executive Director will schedule a meeting between the Executive Director, Human Resource Director, ECP Program Director and the Union or the designee and the Union Grievance Committee and/or the International Representative. The meeting shall be held within ten (10) business days of the written submission in the third step.

STEP 4:

Within twenty (20) business days from the date of receipt of the Executive Director's written disposition, the Union, should it decide to pursue the matter further, shall give written notice of its desire to set up a meeting between the Union, a mutually agreed upon mediator (or if none is mutually agreed upon, a representative of the Federal Mediation & Conciliation Service), the Executive Director or designee, and the relevant management staff for advisory mediation. If the parties reach a mutually agreeable resolution to the grievance, at this level, the grievance shall be deemed settled.

If the parties cannot reach a settlement of the matter during mediation, then the mediator shall offer a recommendation on the grievance at the conclusion of the mediation session, or as soon thereafter as possible. At the request of either party, the mediator shall offer such a recommendation in writing if he/she is empowered to do so. In any event, the mediator shall communicate to the parties the exact details of the mediator's recommendation.

If the mediator's recommendation is in favor of the Employer, then such recommendation shall be deemed final and binding, and the employee and the Union shall be bound by such recommendation.

If the recommendation is not in favor of the Employer, then the Executive Director or the designee shall give the answer of the Employer in writing within three (3) business days after receipt of the recommendation by the mediator.

STEP 5:

If the grievance has not been resolved as set forth above, the Union may appeal the grievance in writing

to the Grievance Committee of the Employer's governing board within three (3) business days after receipt of the answer of the Executive Director.

The Grievance Committee may consider the grievance on its merits and make a decision directly, if it so desires. If the decision of the Grievance Committee is not favorable to the Union (in the event that one is rendered), then the matter shall be submitted to a fact-finding procedure as set forth below as soon as reasonably practicable.

A neutral third party will be mutually agreed upon by the Union and the Employer to serve as a fact finder. In the event that the parties cannot agree upon such neutral third party, then either party may apply to the Federal Mediation & Conciliation Service for a list of potential fact finders. The fact finder shall be selected according to the rules of the Federal Mediation & Conciliation Service.

The fact finder shall be in charge of conducting a hearing on the grievance and shall establish procedures which will be utilized by the parties during the hearing.

Any costs for the services and expenses of the fact finder will be divided equally between the Employer and the Union. Each party will be responsible for any of its own fees and costs, incurred by it, during the fact-finding.

The hearing shall be private unless otherwise required by law or requested by the grievant in writing. Private is defined as management representatives, Grievance Committee representatives, the grievant, any respondent, and appropriate Union representatives, including a steward and the International Representative, if desired.

The fact finder shall render his/her decision, in writing, within thirty (30) days following the hearing. The decision of the fact finder shall be final and binding upon the parties. However, in no event shall the fact finder render a decision which imposes a significant financial burden on the employer or threaten the ongoing nature of the programs of the Employer. If the fact finder overturns any disciplinary decision of the Employer, there shall be no award of back wages or benefits to the employee(s) in excess of six (6) pay periods. Any decision not involving discipline shall have future effect only. Also, if the fact finder determines that the Employer's actions were proper, then the fact finder shall not change or alter any decision or punishment made or handed down by the Employer.

The authority of the fact finder is subject to the following limitations:

The fact finder shall have no power to add to, subtract from, change, or modify any provision of this Agreement. The fact finder is authorized only to interpret a specific provision of this Agreement and apply it to the specific facts of a grievance which is subject to the Grievance Procedure.

MISCELLANEOUS PROVISIONS:

1. As understood by both parties, in the case of a grievance, the burden of proof rests with the Union. The intent of a grievance is to present compelling evidence challenging the occurrence of the event the grievance is based upon.
2. Nothing shall prevent the parties from agreeing upon other methods, including further mediation, to resolve any grievance during its pendency.
3. The parties may mutually agree to extend any time limit in the Grievance Procedure in writing signed by an appropriate representative of the parties.
4. No grievance will be deemed valid unless it is submitted within fourteen (14) business days of the occurrence giving rise to the dispute, or within the time limits for advancing a grievance from one step to the next step.
5. If the Employer does not reply to a grievance within the time limits set forth above, the Union may, upon notification to the Employer, process such grievance to the next step of the Grievance Procedure.
6. Any incidences which occurred prior to the effective date of this Agreement are not subject to the Grievance Procedure.
7. Grievances involving discharge will start at Level 3 of the Grievance Procedure.
8. No Union Representative, Union Steward or other Union Official may solicit Grievances.
9. The following matters shall not be proper matters for the Grievance Procedure, and no grievances shall be filed or considered which involve the following:
 - (a) A supervisor's assessment of an employee's performance or an evaluation of such performance, unless the performance rating(s) results in disciplinary action.

- (b) Termination of a orientation employee.
- (c) A “Zero Tolerance Offense”. The following violations are identified as “Zero Tolerance Offenses:
- Possession or use of any controlled substances or drugs at any time (other than prescribed by a duly licensed physician and approved by the physician for use in the employee’s work setting).
 - Possession and use of alcoholic beverages or other intoxicants while at work.
 - Testing positive for any of the substances set forth above. Testing positive includes any test result greater than 0.00.

ARTICLE 8 - SENIORITY

Section A

“Orientation status” shall be defined as a period where determination is made whether or not the employee can perform the job duties. During such periods, the agency or the individual may terminate the employment relationship without any advance notice. Employees who are in an orientation period shall not have the right to invoke the grievance procedures. CAA shall determine whether the newly hired employee should be continued in the employment of CAA, which determination shall be made in CAA’s sole discretion, except that the Union reserves the right to appeal any such case on the grounds of discrimination or because of Union activity.

1. New employees hired shall be considered in orientation status for the following:
 - a. First nine (9) business weeks for CA, TA Bus Drivers and Kitchen Aides, plus the option of one (1) extension of four (4) additional business weeks.
 - b. First thirteen (13) business weeks for FSW, Early Head Start Home visitor, plus the option of extending two (2) additional four (4) business week extensions, for a total of up to eight (8) business weeks.
2. When an employee finishes the orientation period, their name shall be entered on the seniority list and seniority shall be ranked from their date of hire. The Unit Chairperson or his/her designee will be informed within ten (10) business days of new hires within the bargaining unit.
3. An orientation status employee may be disciplined, terminated or laid off by CAA at any time while in such orientation status without prior notice and without recourse to the grievance procedure. If any termination or lay-off occurs during an employee’s orientation period, there shall be no obligation for CAA to re-employ that employee.
4. In the case where the bargaining unit employee does not complete the trial period, the employee will have the option of returning to the position held just prior to the promotion. The employee will have three (3) business days upon notification of an unsuccessful trial to notify the Employer of his/her intent to return to the previous position as long as the position has not been refilled.
5. Upon completion of the final step of any new position the employee’s seniority will revert to their Program Hire Date.

When experience to the position is less than five (5) years, experience will be recognized in one-year increments to the present time. Between two candidates it will be considered equal. If a Union employee accepts a non-union position within the CAA/HRA their Union seniority shall freeze for a period no longer than twelve (12) months.

Section B

1. A master list showing the seniority of each employee shall be maintained up-to-date. The Local Union shall be given a revised copy of the master list upon request.
2. The names of all employees who have completed their orientation shall be listed on the seniority list in the order of their last hiring dates, starting with the employee with the greatest seniority at the top of the list. If two (2) or more employees have the same last hiring date, the first letter of their last names shall be used in alphabetical order to determine their respective positions on the seniority list.

The seniority list on the date of this Agreement will show the correct date of hire, names, job titles, work locations of all employees of the unit entitled to seniority.

Section C

An employee shall lose his/her seniority for the following reasons:

- An employee voluntarily quits CAA/HRA.
- An employee is discharged for just cause and the discharge is not reversed through the procedures set forth in this agreement.
- If he/she is laid off for a period greater than his/her seniority or for a period of more than eighteen (18) months, whichever is less.
- An employee who is absent from work for three (3) consecutive days without notifying the employer during said three (3) day period of a reason deemed acceptable by the Employer for such absence, unless it is physically impossible for the employee or designee to do so. An employee who does not provide the Employer with a reason deemed acceptable by the Employer shall be considered a voluntary quit.
- An employee fails to report to work at the termination of an approved paid or unpaid leave without advising the Employer prior to the expiration of the approved leave of a reason deemed acceptable by the Employer, unless it is physically impossible for the employee or designee to do so, shall be considered a voluntary quit.
- An employee of the Employer with continuing service in the bargaining unit, who has acquired seniority and whose illness or injury has prevented him/her from performing his/her work, and who fails to recover and return to work within a period of two (2) years after the employee last worked.
- An employee, while on any type of paid or unpaid leave, or while receiving worker's compensation benefits from the employer, applies for or accepts another job, and/or goes into business for him/herself, unless it is in replacement of his/her current employment status.
- An employee retires.

Section D

Supervisors shall be permitted to perform bargaining unit work, for training, fill in for absences, emergencies and any traditional work that was performed prior to this agreement. So long as the work performed is not to deprive hours of work or to erode the bargaining unit.

ARTICLE 9 - LAYOFF/RECALL

The term “layoff” for purposes of this Article shall mean the removal of any employees from the active payroll due to reduced staffing needs.

The ECP Director may, at his/her discretion, exercise the option to transfer an employee who is presently working in the same job position and classification from site to site within the same county prior to layoff determination when both the Employer and the Union mutually agree it is in the best interest of program quality and does not conflict with the intent of the layoff criteria as described in Section A – Item 3, Section B – Item 4, and Section C – Item 3 that follows. If an employee is transferred to a different center after the start of the year, the employee will be paid the current mileage rate for daily miles traveled in excess of fifteen (15) miles (one way) more than from their previous assignment or their home, whichever is less.

Partial Year Layoff. A partial year layoff is a layoff which occurs at approximately the same time and for approximately the same length of time each succeeding year. Example: Summer break.

Temporary Layoff. A temporary layoff is less than ten (10) business days and shall not give rise to bumping rights as described in the following section. Examples may include: Christmas Break, Spring Break.

- Employees who are on a temporary layoff shall not be considered as being on regular layoff status and shall not have any right to bump.
- Full year employees may use applicable paid leave in lieu of layoff.

Regular Layoff. A regular layoff is a non-partial year layoff in excess of ten (10) business days. This term refers to a reduction in the number of employees within the Bargaining Unit.

In the event of a regular layoff, employees shall be notified, in writing, by the Employer at least ten (10) business days prior to effective date. The Unit Chair will be notified as soon as possible.

Section A – Partial Year Layoff

1. Summer work is assigned, as soon as possible, at the beginning of the year. Staff knows the days and times they are needed to work and have a contact person to ensure they are aware of any changes.
2. Of those who timely respond, staff will be assigned according to seniority when the senior staff member meets the following criteria:
 - Possesses the current credential, certification, license preferred in the position or is meeting all requirements of the employee’s approved professional development plan to attain the preferred credential, and
 - Possesses equal or greater experience to the position than the less senior employee, and

- Possesses and has demonstrated the application of the skills required to immediately fill the position, and
 - Possesses and has demonstrated the application of the basic knowledge required to immediately fill the position, and
 - Possesses the physical fitness to immediately fill the position.
3. If a sufficient number of eligible employees do not volunteer for summer employment, the Employer reserves the right to assign the work to employees from the least senior up to best ensure quality services to children and families.

Section B – Regular Layoff

1. The Employer may impose a regular lay-off on any employee.
2. Part-time employees cannot bump full-time employees.
3. The employee affected by a regular layoff will be granted three (3) business days in which to notify CAA in writing of his/her intention to exercise bumping.
4. Of those who timely respond, staff will be assigned according to seniority when the senior staff member meets the following criteria:
 - Possesses the current credential, certification, license preferred in the position or is meeting all requirements of the employee’s approved professional development plan to attain the preferred credential, and
 - Possesses equal or greater experience to the position than the less senior employee, and
 - Possesses and has demonstrated the application of the skills required to immediately fill the position, and
 - Possesses and has demonstrated the application of the basic knowledge required to immediately fill the position, and
 - Possesses the physical fitness to immediately fill the position.
5. To exercise bumping rights, the employee must meet the eligibility criteria listed below:
 - Possesses the current credential, certification, license preferred in the position or is meeting all requirements of the employee’s approved professional development plan to attain the preferred credential, and
 - Possesses equal or greater experience to the position than the less senior employee, and
 - Possesses and has demonstrated the application of the skills required to immediately fill the position, and
 - Possesses and has demonstrated the application of the basic knowledge required to immediately fill the position, and
 - Possesses the physical fitness to immediately fill the position.
 - a. Option to bump into any vacancy in the same position, classification and pay grade program-wide when the employee possesses the current credential, certification, license preferred in the position or is meeting all requirements of the employee’s approved professional development plan to attain the preferred credential.

- b. Option to bump the less senior employee in the same position, same classification and same pay grade program wide.
- c. Option to bump the less senior employee in the same position, lower classification and lower pay grade program wide.
- d. Option to bump into a vacancy in another position in equal or lower pay grade program wide.
- e. Option to bump a less senior employee in another position in equal or lower classification and equal or lower pay grade program wide.

After each selection and subsequent bump occurs, the process will continue and the remaining employees on layoff will continue to bump in order of eligibility.

- 6. The Employer has the right to establish the essential qualifications and job descriptions and to make reasonable, periodic changes in qualifications and job descriptions in accordance with the terms and conditions of this Agreement. In the event that a grievance is filed concerning the Employer's decision that an employee does not meet the criteria set forth above (challenging the Employer's decision), the grievant/Union shall have the burden of proving their grievance by substantial evidence. "Substantial evidence" shall not be based on surmise, speculation or conjecture.

Note: When an employee's work hours are reduced because of staffing or budget reductions, employees being reduced shall use this article to maintain similar work hours. Partial year employees will be eligible to apply this article at the time of recall from partial year layoff. Regular staff will be eligible to apply this article during the transition period from one program year to the next (generally this will be in August).

Section C – Recall

- 1. Employees on partial year layoff shall be recalled according to assigned classroom schedule. Placements will be made per Center – number of class sessions/number of routes – assigned according to seniority and classification.
- 2. Notice of recall from partial year layoff shall be sent by USPS First Class mail (a Union representative will be allowed to observe/participate in the mailing) to the employee at the last address provided by the employee.
 - a. Notices will be mailed by August 10th of each year, to the extent possible as determined by the Employer.
 - b. Recall notices will include a specific date on which the employee must report/return to work.
 - c. The recall notice will include a self-addressed, stamped postcard on which the employee must signify his/her intent to return to work on the specified date.
- 3. When the work force is increased within two (2) years of employees impacted by a regular layoff, employees on regular layoff will be called back according to seniority when the senior employee meets the following criteria:

- Possesses the current credential, certification, license preferred in the position or is meeting all requirements of the employee's approved professional development plan to attain the preferred credential, and
 - Possesses equal or greater experience to the position than the less senior employee, and
 - Possesses and has demonstrated the application of the skills required to immediately fill the position, and
 - Possesses and has demonstrated the application of the basic knowledge required to immediately fill the position, and
 - Possesses the physical fitness to immediately fill the position.
- a. Recall notices will include a specific date on which the employee must report/return to work.
 - b. The recall notice will include a self-addressed, stamped postcard on which the employee must signify his/her intent to return to work on the specified date.
4. The employee must return the self-addressed, stamped postcard postmarked no later than ten (10) business days after the postmark on the notice of recall.
 5. Employees who fail to timely or properly respond will be considered a voluntary quit.
 6. The end date for bumping will be one (1) week prior to the first class.

ARTICLE 10 - JOB VACANCY AND POSTING

The employer shall determine, in its sole discretion, whether a vacancy is to be filled. The Employer may assign an employee the job duties until the vacancy is filled.

Current employees will be able to bid on posted jobs during the posting period by completing a job application when the employee holds same position, classification and pay grade. For a new position, transfer or classification will be required. The job application will be available at the administrative office.

Notification of job openings will be posted as soon as possible. Openings posted in September through May will be posted at each center and on agency website and Facebook page. Openings posted during the part year layoff period (June through August) will be posted at each center that continues to operate through the summer and on the agency website and Facebook page. All Postings that come up are posted on our Agency webpage; www.mdscaa.org; and the program Facebook page; www.facebook.com/MDSCAAECP/.

Postings will include a brief description of the position, the salary range and a specific "respond by" date.

Posting periods will be a minimum of five (5) business days unless a shorter time frame is mutually agreed upon. Time periods shorter than five (5) business days shall be decided on an individual basis only. If posting is not filled within two (2) posting periods, management can post the position and state, posting will be left open until filled.

In the event that there is a vacancy in a position in the bargaining unit, it is understood and agreed to that, whenever possible, the Employer will transfer and/or promote from within according to seniority when the senior staff member applies for the position and meets the following criteria:

- Possesses the current credential, certification, license preferred in the position or is meeting all requirements of the employee's approved professional development plan to attain the preferred credential, and
- Possesses equal or greater experience to the position than the less senior employee, and
- Possesses and has demonstrated the application of the skills required to immediately fill the position, and
- Possesses and has demonstrated the application of the basic knowledge required to immediately fill the position, and
- Possesses the physical fitness to immediately fill the position.

The credentials, skill, ability, training, experience, work record and seniority of each internal applicant will be considered.

An employee who changes his/her mind after submitting a job application form must withdraw (notify the Employer in writing) before the position is awarded.

Current employees applying for a new position and/or classification will be required to notify the administrative office that they would like to have their name placed on the applicant list for the current posting.

When a position opening occurs in the Early Childhood Program, current staff who possess the preferred or the minimum credential associated with the position, and are in good standing, will receive special consideration when determining the pool of candidates to be interviewed. The special consideration will be reflected in the rating scores used to determine who will be offered an interview.

Special consideration in the process for selecting interview candidates and in the scoring process for determining hiring preference will be given to current employees that meet the following criteria:

- Possesses the current credential, certification, license preferred in the position or is meeting all requirements of the employee's approved professional development plan to attain the preferred credential, and
- Possesses equal or greater experience to the position than the less senior employee, and
- Possesses and has demonstrated the application of the skills required to immediately fill the position, and
- Possesses and has demonstrated the application of the basic knowledge required to immediately fill the position, and
- Possesses the physical fitness to immediately fill the position.

Upon mutual agreement of the Union Chairperson and the ECP Director, staff will be allowed to move to another position during the school year.

Internal applicants will be permitted two (2) business days to accept or decline a position once the

Agency has offered them the new position.

If a similar position opens up within thirty (30) days of conducting interviews, the ECP Program Director may go back to other applicants from the first posting.

If the orientation period is unsuccessful, the EC Program Director may go back to other applicants from the same posting for a period not to exceed six (6) months.

ARTICLE 11 - HOURS OF WORK

Section A – Definition

An employee's work week shall be defined as Sunday-Saturday.

Section B – Weekly Schedule

An employee's work week or work hours may vary and will be established by the authorized supervisor and/or the EC Program Director.

Section C – Schedule Changes

A temporary change in the established work schedule of hourly employees must be authorized in advance by the supervisor or EC Program Director, whenever possible. If the employee is unable to get authorization, and the schedule change is needed in order to prevent disruption of required services, staff will work the modified schedule that day with notification to the supervisor the next workday.

Section D – Overtime

Except in cases of emergency, overtime must be pre-approved by the EC Program Director or the Executive Director.

Hourly employees who work more than forty (40) hours in one week shall be paid overtime at the rate of one and one-half (1 1/2) times their normal hourly rate for each hour over forty (40).

Section E – Pay Period

Wages will be paid bi-weekly. If a payday falls on an official holiday, checks will be issued the preceding business day.

Employees will submit their work time and/or paid leave taken to their supervisor on a bi-weekly pay period in accordance with Agency procedures for submitting time.

Section F – Break Periods and Lunch Period

Employees may be permitted a paid fifteen (15) minute break per four hours of work based on needs of the program.

Breaks cannot be taken at the beginning or end of a lunch period, nor at the beginning or end of the workday.

Employees working at least a consecutive eight (8) hour workday may convert the two (2) paid fifteen (15) minute breaks to a paid thirty (30) minute lunch break with prior approval of the supervising manager.

Employees working at least a consecutive seven (7) hour workday are entitled to an unpaid lunch period of thirty (30) to sixty (60) minutes as determined by the supervisor based on the needs of the program.

Section G – Field Trips/Special Events

Employees will be notified at least two (2) days in advance if they are assigned to extra work hours for field trips or for special events.

When assigned to perform childcare at parent events, staff will have the option to work the hours assigned even if the need for childcare is reduced or eliminated. The work to be performed will be related to duties required in their primary position.

If childcare hours cannot be worked for any reason personal, longevity or sick time as it applies needs to be used.

For utilization of sick time to be accepted the employee must have been out sick a minimum of three quarters of their shift on the day of the event.

Section H – Cancelled Work

When class is cancelled due to non-weather-related issues, and staff have reported to work, staff will have the option to work no more than two (2) hours of paid time. Work performed will be related to duties required in their primary position. This does not include temporary assigned special needs assistants.

ARTICLE 12 - GENERAL

Section A – Bulletin Boards

The Employer will provide separate bulletin boards for the use of the Local Union relative to Union business. The size and placement of the bulletin boards will be determined by the Employer. Postings on the board shall not be disparaging or of any political nature.

Section B – Union Orientation

The Union shall have up to one (1) hour for Union Orientation for all new hires. Such orientation will be no later than ten (10) business days from the employee's date of hire. Employees' time will be paid for by the Union.

Section C – Union Meetings

The Union shall be permitted to hold one meeting per month at the Escanaba Center. The Union will schedule the monthly meeting at a time when no program operations are negatively impacted.

Section D – Personnel Records

A cumulative personnel record will be maintained for each employee. It shall contain such matters as the application form, references, confirmation of employment, evaluations, record of wages, disciplinary actions and financial information of the employee.

Records containing medical information shall be kept in a separate personnel file as required by law.

All personnel records will be confidential and no information will be released outside the Agency without written consent of the employee except in circumstances where information is required by law enforcement and other regulatory entities to perform required job duties.

Section E – Worker’s Compensation

All employees will be covered by Worker’s Compensation Insurance for all work-related injuries and illness.

All on-the-job injuries must be reported to the supervisor immediately.

If an injury occurs during business hours, the employee will be paid by the Employer for the remainder of the scheduled day if the employee is unable to return to work after medical treatment as determined by a medical professional in writing.

Section F – Substitutes

When a position is temporarily open due to a lengthy leave of absence, a progressive process to temporarily fill the position will be utilized. The progression of filling the position will be in the following order: Teacher, Teaching Assistant (TA), Center Aide (CA) Or Bus Driver before a Substitute is assigned. The employee filling the temporary position must meet the following criteria:

- Possesses and has demonstrated the application of the skills required to immediately fill the position, and
- Possesses and has demonstrated the application of the basic knowledge required to immediately fill the position, and
- Possesses the physical fitness to immediately fill the position, and
- Employee is not on an active performance improvement plan, and
- If the funder requires, possesses the current credential, certification, license preferred in the position or is meeting all requirements of the employee’s approved professional development plan to attain the preferred credential.

When a Teaching Assistant substitutes for a Teacher for a period in excess of five (5) consecutive work days, the Teaching Assistant will receive a \$2.00/hr. wage increase for the time as a Teacher.

When a Teaching Assistant is substituting for a Teacher absence, and is assigned to perform child assessment leveling, data entry, and to generate both individual and group assessment reports for planning purposes, the Teaching Assistant will receive a \$2.00/hr. wage increase for the time as a Teacher. The pay shall start on day one of the assignment.

When a Center Aide substitutes for a Teaching Assistant for a period in excess of five (5) consecutive work days, the Center Aide will receive a \$2.00/hr. wage increase for the time as a Teaching Assistant.

When a Center Aide is substituting for a Teaching Assistant absence, and is assigned to perform child assessment leveling, the Center Aide will receive a \$2.00/hr. wage increase for the time as the Teaching Assistant. The pay shall start on day one of the assignment.

ARTICLE 13 - PERSONAL LEAVE

Regular and Partial Year and full-time employees will be credited with personal leave on October 1st.

Personal leave may not be carried over from year to year.

Employees leaving the agency, whether voluntarily or involuntarily, will not be paid their unused personal leave.

Requests for personal leave must be approved otherwise it may be charged as leave without pay at the discretion of the immediate supervisor.

Personal leave may not be used until the employee has successfully completed the orientation period.

The minimum charge for personal leave shall be in fifteen (15) minute increments.

Employees shall not use more than two (2) consecutive personal leave days in the months of September and May without approval of the ECD or designee.

ARTICLE 14 - FAMILY MEDICAL LEAVE

In compliance with the Federal Family and Medical Leave Act (FMLA), the Agency will provide eligible employees up to twelve (12) weeks of unpaid family/medical leave within a twelve (12) month period. The FMLA allows "eligible" employees to take job protected unpaid leave or paid leave in the instances referenced in the Agency's Personnel Policies Manual as of this Agreement's ratification date. To be eligible for coverage under FMLA, an employee must have been employed by the Agency for at least the past twelve months and worked at least 1,250 hours during the preceding twelve (12) month period.

ARTICLE 15 - LEAVE WITHOUT PAY

Employees may be granted leave without pay at the discretion of the Early Childhood Director or designee, with primary consideration being given to the effect on the service provided and welfare of the program. Leave without pay beyond fourteen (14) days must be approved by the Executive Director.

All leave without pay must be requested and approved in writing.

Leave taken during the initial orientation period shall be leave without pay.

Leave beyond twelve (12) months without pay may result in termination.

ARTICLE 16 - UNION OFFICE

Employees that are appointed to an International Union appointment will be granted an unpaid leave for

up to 365 days.

ARTICLE 17 - CLASSIFICATION OF PERSONNEL

An employee's hours will be defined as:

- 35 hours to 40 hours - Full Time Employment
- 34 hours or less - Part Time Employment

1) Regular Full-Time Employees

Employees regularly scheduled to work thirty-five (35) or more hours per week and who have annual status (i.e. fifty-two (52) weeks per year work schedule) shall be considered regular full-time employees. A regular full-time employee shall be entitled to the benefits within these policies and procedures except where otherwise indicated.

2) Partial Year Full-Time Employees

Employees regularly scheduled to work thirty-five (35) or more hours per week and who have non-annual status (work schedule of less than fifty-two (52) weeks per year) shall be considered partial year full-time employees. A partial year full-time employee shall be entitled only to those benefits set forth as being specifically applicable within these policies and procedures.

3) Regular Part-Time Employees

Employees regularly scheduled to work less than thirty-five (35) hours per week and who have annual status (i.e. fifty-two (52) weeks per year work schedule) shall be considered regular part-time employees. A regular part-time employee shall be entitled only to those benefits set forth as being specifically applicable within these policies and procedures.

4) Partial Year Part-Time Employees

Employees regularly scheduled to work less than thirty-five (35) hours per week and who have non-annual status (work schedule of less than fifty-two (52) weeks per year) shall be considered partial year part-time employees. A Part Year regular part-time employee shall be entitled only to those benefits set forth as being specifically applicable within these policies and procedures.

ARTICLE 18 - CONTRACTING AND SUBCONTRACTING

Section A

The Early Childhood Program shall have the right to subcontract work if and when, in its sole and absolute judgment, it does not have the available or sufficient personnel, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies, or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

Section B

If existing positions are eliminated due to subcontracting work, the Employer agrees to the following:

- The Early Childhood Program will place any affected employee(s) in another position with the ECP if the employee(s) meets the preferred qualifications for such position(s) or is in compliance with a professional development plan to obtain the preferred qualifications for such position(s) and a vacancy exists in this position(s).

ARTICLE 19 - NO-STRIKE/NO LOCK OUT PROVISION

The Union will not authorize, condone, direct, instigate, participate in, encourage, or acquiesce in, nor will any member of the bargaining unit take part in any strike or work stoppage of any kind or nature, including but not limited to slowdowns, stoppages of any kind, sit-ins, and "blue-flu." There shall be no picketing or demonstrating during regularly assigned work hours or during compensated overtime. The Employer shall have the right to discipline, including discharge, any employee for taking part in any violation of this provision.

The Employer shall not "Lock Out" any employee.

ARTICLE 20 - BEREAVEMENT

Full time and part time employees are eligible for funeral leave. Funeral leave will be granted for a reasonable time off, with pay, upon the death of a family member as follows; a) spouse or live-in partner, parent or child up to five business days; b) parent-in-law, brother, sister or grandparent, son-in-law or daughter in-law, up to three business days; c) other family members, including aunts, uncles, first cousins, brother in-law or sister-in-law, one business day. Relatives with the prefix "step" shall be treated as outlined in the preceding paragraph.

Additional time off may be granted by the Supervisor and will be charged to annual, personal leave or leave without pay. The relationship to the deceased will be noted on the time sheet and proper notification given to the immediate supervisor.

ARTICLE 21 - MILITARY LEAVE

Any regular, full-time employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Air Force, State Reserve Corps, or State Guard, will be entitled to paid military leave for a period not to exceed ten business days per calendar year. The employee shall be paid the difference between military pay and his/her regular pay. This provision does not apply to temporary or part-time employees.

The employee must provide verification of pay received from the Armed Forces to the Financial Department upon return from active duty.

Notwithstanding any of the foregoing, the agency will fully comply with all requirements imposed by federal or state law governing military leaves of absence.

ARTICLE 22 - COURT LEAVE

Court leave for personal matters will be charged against annual and/or personal leave or leave without pay, and must be requested in advance. Those called for jury duty will have a choice of:

- a) Using annual and/or personal leave time for time off and keep the court stipend, or
- b) Turning in the court stipend and be paid for the day(s) by the agency. Written

verification from the court must be provided.

ARTICLE 23 - SICK LEAVE

In order to ensure adequate program coverage, employee(s) needing to utilize sick leave shall notify their supervisor as soon as is feasible.

Regular, full-time and part-time ECP employees will be eligible for sick leave with pay as per the schedule outlined below.

<u>Hours Worked Per Pay Period</u>	<u>Pay Period Accumulation</u>
70-80	4 hours
60-69	3 hours
50-59	2 hours
40-49	1 hour
24-39	½ hour

Substitute and temporary employees will not accrue sick leave.

Maximum Sick Leave Accrual

- Full-time regular staff accrual may not exceed 320 hours.
- Full-time partial year staff accrual may not exceed 240 hours.
- Part-time regular staff accrual may not exceed 160 hours.
- Part-time partial year staff accrual may not exceed 120 hours.

No employee may use sick leave until they have successfully completed their orientation period.

Illness extending beyond available Sick Leave may be charged against available annual leave, personal leave, or be considered for approval as leave without pay.

Employees whose illness extends beyond three workdays may be asked to provide a doctor's statement upon return to work, or they may not be paid for the days they were off.

Sick Leave may be used for the care for or to accompany an immediate family member to doctor's appointments. An immediate family member includes spouse, live-in partner, parent (biological, adoptive, step or foster but does not include parents-in-law), son or daughter under the age of 18. Also an employee who has legal guardianship of a child under the age of 18 or has a son or daughter who is 18 or older and incapable of self-care because of a mental or physical disability as defined by the Americans with Disability Act may use sick leave for the child or adult child.

Sick leave may not be used to offset tardiness or to conduct personal business.

Employees who are ill on a regular basis or on-going basis may be asked to provide a doctor's statement that they are able to continue to perform their job duties.

No payment shall be made for unused sick leave at termination of employment.

Use of sick leave due to a medical appointment must be requested in advance.

Misuse of sick leave benefits may result in disciplinary action, up to and including, dismissal. Holidays occurring during the time of sick leave will not be charged against such leave.

Minimum charge for sick leave shall be in fifteen (15) minute increments.

Gift of Sick Leave beginning April 1, 2020:

Gift of sick time will be allowed between Union Members per the following:

- Bargaining Unit Members gifting their time must maintain forty (40) hours in their Leave Bank.
- Bargaining Unit Members or Immediate Family Member must have a serious health condition as defined by the Family Medical Leave Act (FMLA).
- Bargaining Unit Member can receive sick time for themselves or an immediate family member as defined in the CAA personnel policies under sick leave.
- Bargaining Unit Member must present a medical certification signed by a physician stating the serious health condition.
- Bargaining Unit Member must receive administrative authorization to receive additional sick time.
- Bargaining Unit Member may have a balance of eight (8) hours of vacation and/or sick leave in EWS before requesting additional gifts of sick time.
- Bargaining Unit Member must exhaust all sick, vacation, personal leave in their account first before being eligible to receive gifted time.
- Bargaining Unit Member may receive a maximum sick leave amount as defined in Article 23 – Maximum Sick Leave Accrual per status of employment.
- Minimum gift amount will be eight (8) hours

ARTICLE 24 - HOLIDAYS

Full-time, regular employees will be eligible for leave with pay for the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

Whenever one of these holidays falls on a Saturday, the time off with pay shall be allowed on the preceding Friday. Whenever a holiday falls on a Sunday, the subsequent Monday will be allowed as time off with pay. Special holidays declared by the State of Michigan will be observed by agency employees.

Holiday pay will not be granted unless the employee is in work status the day immediately prior to the holiday. Work status shall be defined as either worked or on paid leave.

Full-time, partial year employees will be eligible for eight (8) paid holidays to be designated by the Employer by September of each year.

No payment shall be made for unused holiday leave at termination of employment.

The Executive Director, on special occasions consistent with religious and local business practices, may excuse staff from work without pay.

Employees not eligible for holiday pay, may use any paid leave excluding sick leave. (i.e. Spring Break, Thanksgiving, Christmas, New Years or any scheduled non-operational day (i.e. snow day, unscheduled facility shutdown).

Holiday leave will be calculated based on the employee's total number of hours worked and number of days worked in a general work week. The intent is the employee utilizing Holiday leave shall not receive pay in excess of not less than that of his/her general work week.

ARTICLE 25 - CERTIFICATIONS/LICENSES/MEDICAL TESTS

If any employee, as a condition of employment, is required to obtain or renew any certification and or license, the Employer will pay for said certification or license. If any employee is required, by the employer, to complete a medical test, as a condition of employment, the Employer will pay up to the physician's rate that the employer is currently using at the time of the test.

The employer will reimburse employees as follows:

- 100% of the cost of CDL renewal fees
 - The reimbursement shall not exceed the cost of one standard CDL fee per bus driver, per four (4) year period.
 - The employee is responsible to provide a copy of their valid CDL and a receipt which shows that payment has been made and the amount which was paid prior to approval for reimbursement.
- 100%, upon receipt of School Bus Driver Medical Examination form and payment receipt

The Employer will pay the filing fee for the CDA credential or the CDA renewal fee, when required by the position currently held.

ARTICLE 26 - TUITION REIMBURSEMENT

The employer may reimburse staff towards the cost of taking courses, as long as the budget allows. Courses should be pre-approved and grades should be "C" or above, in order to receive reimbursement.

In order to be eligible staff need to submit the following:

1. Financial Assistance Agreement
2. Financial Aid Inquiry Confirmation
3. Professional Development compliance plan
4. PD funds request form
5. Final Grade
6. Proof that the class has been paid for

As well as follow the language that is in the Head Start Act:

- Head Start Reauthorization requires that staff members requesting financial assistance for schooling agree to:
...teach or work in a Head Start program for a minimum of three (3) years after receiving the degree; OR repay the total or a pro-rated amount of the financial assistance received based on the length of service completed after receiving the degree.
- Length of service will be tracked and computed on a semester-to semester basis, and expenses will be “forgiven” on the schedule described below:
Completion of 1 year of service = 1/3 expenses paid by MDS CAA ECP, 2/3 by employee
Completion of 2 years of service = 2/3 expenses paid by MDS CAA ECP, 1/3 by employee
Completion of 3 years of service = Employee portion of expenses is forgiven
- Should a staff member leave employment or be dismissed from employment prior to completing three (3) year degree, they will be responsible to pay back total amount of the financial assistance received from MDS CAA ECP.

ARTICLE 27 - ANNUAL LEAVE

Request to take annual leave must be approved, otherwise it may be charged against leave without pay or absent without pay, at the discretion of the immediate supervisor.

Regular Full-Time employees will earn annual leave according to the schedule below:

Annual Leave (Vacation Leave) Schedule

Hours Worked Per Pay Period	Pay Period Accumulation
70-80	4 hours
60-69	2 hours
50-59	1 hour
40-49	0.75 hours
24-39	0.50 hours
0-23	No accrual

Length of Service – Additional Accrual –
Full-Time

Years of Service	Pay Period Accumulation
Year 1	0 hours
Years 2-4	0.5 hours
Years 5-9	0.75 hours
Years 10-14	1 hour
Years 15-19	1.25 hours

Years 20-24	1.75 hours
Years 25 +	2 hours

Length of Service – Additional Accrual –
Part-Time

Years of Service	Pay Period Accumulation
Years 1-4	0 hours
Years 5-9	0.25 hours
Years 10-14	0.50 hours
Years 15-19	0.75 hours
Years 20-24	1 hour
Years 25+	1.25 hours

Minimum charge for annual leave shall be in fifteen (15) minutes increments.

No employee may use annual leave until he/she has successfully completed the orientation period. Holidays occurring during the time of annual leave will not be charged against such leave.

An employee is required to give a two (2) week notice of termination and work at least eighty percent (80%) of their schedule during the last two (2) weeks in order to receive the unused annual leave payment. Any employee who does not give a two (2) week notice of leaving or is terminated for just cause from employment will not receive payment for the unused annual leave. Payment shall be made for unused annual leave at termination of employment in a lump sum.

ARTICLE 28 - MANAGEMENT VISITS

As a cooperative effort to maintain open communication between Management and the Bargaining Unit, and to best service the children, families and our community; Management Staff, including the Executive Director are encouraged to visit the Early Childhood Center.

ARTICLE 29 - PASS THROUGH DISBURSEMENTS

The Employer agrees that when there are excess Federal and/or State appropriation monies and/or grant monies passed through for the cost of living a meeting will be scheduled between the Agency and the Union to discuss disbursements.

The Union will receive a copy of the Funding Program Instructions within 48 hours of request.

ARTICLE 30 - WAGE SCALE

Please see MOU dated August 13, 2021 on page 37 of this contract.

All Union eligible staff who have been employed for five (5) years or more would receive a one-time \$0.50/hour wage increase.

All current Union eligible staff who have been employed less than five (5) years would receive a one-

time \$0.25/hour wage increase.

A current Union eligible staff, meeting the five (5) year employment level, within the Contract period, will receive an additional \$0.25/hour wage increase at five (5) years.

Start date will be the Board ratification date of the contract.

ARTICLE 31 - HEALTH INSURANCE

Health insurance will be offered to all regular and partial year full-time employees, in accordance with the current insurance carrier's regulations. The Employer will offer a health insurance plan that meets the affordability test of the Affordable Care Act. Open enrollment will occur each year at which time the employees will be able to choose an option. Upon ratification of this agreement, the bargaining unit employee co-pay will be 20% of the premium.

ARTICLE 32 - ABSORBSION OF POSITIONS

Converting Part-Time Positions to Full-Time Positions Through Attrition – In circumstances of attrition, the Employer will review whether it is appropriate to convert a part-time position to full-time. The decision to convert or not is totally within Management's Rights.

ARTICLE 33 - TERMINATION AND MODIFICATION

The Agreement duration shall be for three (3) years commencing upon the date of ratification. If either party desires to amend and/or terminate this Agreement it shall not more than one hundred twenty (120) days nor less than sixty (60) days prior to the above termination date, give written notification of such desire to the other party. If neither party shall give such notice, this Agreement shall continue in effect from year to year.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have hereto subscribed their names as of this 18th day of May, in the year 2023.

UNITED AUTO WORKERS

By: [Signature] Date: 5-15-2023
Steve Dawes, Region I-D Director, UAW

By: [Signature] Date: 4-3-2023
Betsy Bennett, Int'l. Rep., UAW

By: [Signature] Date: 5-18-2023
Jodi Bizeau, Unit Chairperson LU2172 Unit 8

By: [Signature] Date: _____
Lori Lynch, Bargaining Committee LU2172 Unit 8

By: _____ Date: _____

MDS CAA HEAD START

By: [Signature] Date: 3 30 23
Julie Moberg, Executive Director
MDS CAA

By: [Signature] Date: 3-30-2023
Myra Smeester, Program Director
MDS CAA ECP

By: [Signature] Date: 3-30-2023
Helen Corbett, HR Director

By: [Signature] Date: 3-30-23
Craig Keiter, Governing Board Chairperson

By: _____
Craig Reiter, Governing Board Chairperson

Date: _____

MDS CAA EARLY CHILDHOOD PROGRAMS
EMPLOYEE GRIEVANCE - STEP 1
COMPLAINT FORM

Date of occurrence: _____

Date Filed: _____

Employee: _____

Steward / Designee: _____

Supervisor / Designee: _____

Specific nature of complaint and Section(s) of Contract allegedly violated:

Has this complaint been verbally discussed with immediate Supervisor?

Yes _____

No _____

If yes, was Steward present?

Yes _____

No _____

Was the complaint resolved?

Yes _____

No _____

Specific adjustment requested:

Employee Signature

Steward Signature

AUTHORIZATION FOR CHECK-OFF DUES

Date _____

I hereby assign to Local Union 2172, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. 2172, may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amount from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Employer and the Union, which is in force at the time of delivery of this authorization, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Employer and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302 (c) of the Labor Management Relations act of 1947 and otherwise.

Signature of Employee

Address of Employee

Print Employee Name

City, State, Zip

Social Security No.

Date of Employment

