

Labor Agreement

BETWEEN

Service Employees International Union,

Local 517M



AND

Child Development Services

of Ottawa County



August 1, 2015 through July 31, 2018

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Article 1

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of Child Development Services of Ottawa County, the employees and the Union. Recognizing that the safety and well being of students are paramount and dependent upon the care and diligence of the employees, CDSOC, and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth for the duration of the Agreement.

Article 2

RECOGNITION

Section 1. Child Development Services of Ottawa County recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment for the following Employees:

All full-time and regular part-time Teachers, Teachers' Assistants, Teacher Assistant Floaters, Family Service Advocates, Early Head Start Home Visitors, Bus Drivers, Bus Riders, Food Service, and Food Service Aides, Center Assistants, and Maintenance employees employed at its Ottawa County facilities; BUT EXCLUDING all Directors, Assistant Directors, Office Associates, Human Resources personnel, administrative assistants, confidential employees, casual employees, guards and supervisors as defined in the National Labor Relations Act.

Section 2. CDSOC and the Union agree that, for the duration of this Agreement, neither shall discriminate against any job applicant or employee because of race, religion, color, creed, sex, nationality, or disability which does not affect the ability of an employee to perform any assigned job duties with or without reasonable accommodations, and that neither CDSOC and its agents nor the Union or its agents or members shall discriminate against any employee because of his/her exercising those rights guaranteed by State or Federal law.

Article 3

MANAGEMENT RIGHTS

Nothing in the Agreement is to be interpreted as constituting a waiver of the Board of Director's rights and responsibilities to create and maintain education centers that reflect the Board of Director's wishes. The intent of the Agreement is to establish wages, working hours, and conditions of employment of the Union.

The Union recognizes that the management and direction of CDSOC must be with the greatest freedom of control. CDSOC has all the rights normally assigned to management and may take any action it deems appropriate with respect to any subject unless such action is specifically prohibited by this Agreement.

Therefore, the Board of Directors and the Executive Director of Child Development Services of Ottawa County on its own behalf, hereby retains and reserves unto itself, without limitation, all powers, rights,

authority, duties, and responsibilities conferred upon and vested in it by law and the Constitutions of the State of Michigan and the United States including but not limited to, the right

1. To the executive management and administrative control of Child Development Services Ottawa County Head Start and its properties and facilities;
2. To hire all employees and determine their qualifications and fitness for employment and conditions for their continued employment, or their dismissal;
3. To determine overall goals and objectives as well as the policies affecting the educational program;
4. To select teaching materials and teaching aids;
5. To determine schedules, class size, the hours of instruction, and the assignment of teachers;
6. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;
7. To maintain discipline of employees in order to promote efficiency and safe practices, and to adopt reasonable rules and regulations; such rules and regulations will be distributed via group e-mail with read receipt to the employees five (5) business days prior to their effective date, with the exception of health and safety, licensing regulations, and Head Start Performance Standards which may need immediate implementation.
8. To determine the number and location of its classrooms, buildings and facilities, and the number, type and kind of services to be rendered and programs to be offered;
9. To determine the financial policies and make all financial decisions, including the accounting, bookkeeping and other record keeping methods, and all matters pertaining to public relations;
10. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; and
11. To direct the working forces, including the right to evaluate, hire, promote, demote, suspend, transfer, assign, layoff, increase or decrease the hours of work and schedule thereof; and determine size of the workforce;
12. To relocate or transfer work and/or equipment to other locations; to subcontract all or any part of the work performed by employees; to replace employees with volunteers.

Article 4

UNION SECURITY

Section 1. All employees in the bargaining unit will have the option to join the Union within sixty (60) calendar days from the effective date of this Agreement.

Section 2. CDSOC shall, upon receipt of a written individually signed check-off authorization, deduct the amount of regular monthly dues certified to CDSOC by the Union from each paycheck for employees who have so authorized such deductions. This authorization shall remain in effect and shall be irrevocable for a period of one year and automatically renewed each year thereafter, except that

authorization may be withdrawn by sending of a written notice to the Union by mail or email during a period of 32 days beginning on August 1 of each year and ending on September 1 of each year. All sums so deducted shall be transmitted by CDSOC to the Treasurer of the Union within fifteen (15) calendar days after the second deduction of the month is made, and shall be accompanied by a complete list of the employees for which such dues have been deducted. The Union expressly agrees to collect all other Union charges, including any initiation fees and special assessments, and such charges shall not be deducted by CDSOC. CDSOC shall not be required to make any check-off for dues in preference to legally required deductions or in any employee's pay in any pay period that is not sufficient to cover such dues or equivalent fees.

Section 3. The Union shall indemnify and hold CDSOC harmless from all claims, demands, suits or other forms of liability which may arise out of or in connection with CDSOC's compliance with the provisions of this Article.

Article 5

NO STRIKE AND NO LOCKOUT

Neither the Union, its agents, officers, representatives, stewards, committeemen, nor any of its members will collectively, concertedly, or in any manner whatsoever, engage in, incite, or participate in any strike, walkout, slowdown, sympathy strike, boycott, action directed at reducing the Agency's funding and/or enrollment, picketing of or any other curtailment or restriction of work, or interfere with the peaceful and normal operations of the Agency, work stoppage, or sympathy strike against the Agency during the term of this Agreement.

Employees found to have violated the terms of this Article shall be subject to disciplinary action up to and including discharge without challenge under the grievance procedure.

The Union shall bear the liability for all damages incurred by the Agency for violation of this provision of the Agreement.

During the term of this Agreement, the Agency shall not lockout any employees covered by this Agreement.

Article 6

SEVERABILITY

If any Section, clause, or phrase of this Agreement conflicts with, or is held by a court to be in violation of or contrary to municipal, state, or federal acts, statutes, ordinances, or regulations, such Section, sentence, clause or phrase shall be considered null and void and all other provisions of this Agreement shall remain in full force and effect during the term of this Agreement.

Article 7

UNION REPRESENTATION AND OFFICERS

Section 1. CDSOC will recognize five (5) officers/stewards designated by the Union for the purpose of administering the collective bargaining agreement, including handling grievance investigations, collective bargaining and meetings. All meetings between the Union and representatives of CDSOC management will be scheduled at mutually acceptable times.

Section 2. The Union will furnish the CDSOC a written list of the representatives and will advise CDSOC of any changes in such representatives.

Section 3. Union officers/stewards shall not be paid for any time spent meeting with CDSOC management, unless the meeting occurs during the employee's regular scheduled working hours, in which case the employee shall receive their regular pay for their regularly scheduled work hours.

Article 8

GRIEVANCE PROCEDURE

Section 1. The investigation of grievances by the Union stewards shall be done during non-working hours unless otherwise agreed in writing by CDSOC Human Resources Manager.

Section 2. Definitions

1. "Grievance" shall be a written complaint by an employee concerning the application or interpretation of any provision of this Agreement as written and claiming a violation thereof.
2. The term "business days" shall mean working days excluding holidays and breaks as specified in this Agreement.
3. "Steward" is a bargaining unit employee designated by the Union to represent other bargaining unit employees in the administration of this Grievance Procedure.

Section 3.

Step 1. A grievance shall be reduced to writing and delivered to the employee's supervisor no later than five (5) business days after an alleged violation of a specific provision of this Agreement has occurred and it shall be on the Union Standard Grievance form and signed by the employee. The written grievance shall set forth the specific section(s) of the Agreement allegedly violated and the relief sought. The Supervisor (or designee) will issue a written response to the grievant within (5) business days after receiving written notification. If unable to resolve the grievance at this step, then move to next step.

Step 2. The Supervisor (or designee), Steward, Employee, and Human Resources Manager will attempt to settle the grievance within five (5) business days from completion of Step 1. If unable to resolve the grievance at this step, then move to next step.

Step 3. The Supervisor, Steward, Union Business Manager and the Executive Director (or designee) will attempt to settle the grievance within five (5) business days from the conclusion of Step 2. An answer from CDSOC within five (5) business days subsequent to the meeting is due unless an extension of time or an additional time is mutually agreed upon. If unable to resolve the grievance at this step, then move to next step.

Step 4. If the matter is not resolved in Step 3, the Union shall make a written request within ten (10) business days to present the grievance to the Personnel Committee of the CDSOC Board of Directors. The Personnel Committee shall schedule a meeting with the grievant, Union Business Agent, and CDSOC Human Resources Manager at the earliest possible date, but not later than twenty (20) business days after receiving the request. The Committee shall provide a written answer to the grievant, the Union Business Agent, and Human Resources Manager for CDSOC within fifteen (15) business days after the meeting. If unable to resolve the grievance at this step, then move to next step.

Step 5. In the event that the dispute is still not satisfactorily settled at Step 4, the Union shall submit to the Human Resources Manager a written request for arbitration within thirty (30) days after the written answer from the Personnel Committee of the CDSOC Board of Directors. If the Union requests arbitration, the parties shall choose an arbitrator by selecting from the following list through an alternating strike method:

Mario Chiesa	Ildeko Knott	Bill Daniel
Paul Glendon	Mark Glazer	

The losing party shall pay 100% of the cost of the arbitrator.

Section 4. The Arbitrator's powers shall be limited to the application and interpretation of the Agreement as written and the Arbitrator shall have no power or authority to amend, alter or modify the Agreement in any respect. The Arbitrator shall have full authority to render a decision, which shall be final and binding upon both parties and unit employees. Any award of the Arbitrator shall not be retroactive prior to the time the grievance was first submitted in writing to CDSOC.

Section 5. The time limits in Steps 1-5 above may be extended by mutual agreement of both parties, in writing.

Section 6. If CDSOC fails to meet the time limits established in this procedure, the grievance will automatically progress to the next step. If the Union fails to meet a time limit, the grievance will be considered settled based on CDSOC's last response.

Article 9

SENIORITY

Section 1. Seniority shall be defined as an employee's length of continuous service in the employment of CDSOC since his/her most recent hiring date.

Section 2. All new employees shall be required to serve a probationary period, during which time CDSOC retains the sole right to terminate such employees with or without cause and without recourse to the grievance procedure. Employees assigned to all current classifications other than "Family Services Advocate", "EHS Home Visitor" and "Teacher" will serve a probationary period of six (6) calendar months. Employees assigned to the classifications, "Family Services Advocate", "EHS Home Visitor" and "Teacher" will serve a probationary period of one (1) calendar year. Probationary periods may be extended for an additional six (6) months for any new employee at CDSOC's discretion, provided CDSOC provides written notification to the employee at least 30 calendar days prior to the end of the probationary period.

Section 3. CDSOC shall have no obligation to rehire or recall an employee who is laid off or terminated during his/her probationary period, or to retain any employee for the full length of probation. Upon successful completion of the probationary period, an employee shall attain seniority effective as of his/her last hiring date.

Section 4. Loss of Seniority. An employee shall lose his/her seniority, and the employment relationship shall cease, upon the happening of the following events;

- A. He/she voluntarily resigns;
- B. He/she is discharged for cause;
- C. He/she retires or is retired;
- D. He/she is laid off for a continuous period of six (6) months;
- E. He/she is on medical leave for a continuous period of greater than twelve (12) weeks and CDSOC determines it is necessary to fill the position permanently before the employee has been released to return to work from his/her doctor after the twelve (12) week period expires.
- F. He/she fails to report for work on the first day following the expiration of an approved leave of absence;
- G. Absence from work for two (2) consecutive working days without notice.
- H. He/she fails to report to work when recalled from layoff as set forth in the recall procedure.

Section 5. If employees have identical seniority dates, preference will be given to the employee with the lowest last four (4) digits of his/her social security number.

Article 10

JOB OPENINGS, LATERAL TRANSFERS, AND TEMPORARY ASSIGNMENTS

Section 1. Job Openings. When CDSOC determines to fill a position covered by this collective bargaining agreement, it will post the position at each center and on the CDSOC website in order to give all employees the opportunity to apply for positions (s)he is qualified to perform. To be eligible to interview for an open position, the staff member must meet the minimum hiring specifications and must be capable of performing the essential functions of the job with or without reasonable accommodations. (Special consideration will be given to Spanish-speaking candidates for positions where the ability to speak that language is dictated by job and legal requirements). All open job opportunities will be posted for a minimum of five (5) work days. Any staff member wishing to apply for a posted opening must submit his/her application to the Human Resources Manager prior to the expiration of the five (5) day period. Bargaining unit employees will be given preference in filling openings over external candidates given that the bargaining unit employee has similar qualifications to that of the highest qualified external candidate. When there is more than one internal bargaining unit employee applying for the same position, positions will be awarded based upon qualifications, skills, and abilities with seniority being the tiebreaker.

Section 2. If a bargaining unit employee is awarded a new position based on the process set forth in Section 1 of this article, (s)he will not be eligible to submit an application for another open position for a minimum of six (6) months from the effective date of the transfer. This can be waived based upon management discretion for the positions of Bus Rider, Floater, Food Service, Center Assistant, Facilities, and Bus Driver.

Section 3. Lateral Transfers. A lateral transfer occurs when an employee is assigned from one location (center) to another but remains in the same classification. In the event that a lateral transfer is necessary, CDSOC shall post the opportunity for the lateral transfer, including work location, for a minimum of five (5) days on the CDSOC's web site. Any staff member within the affected classification interested in a transfer to that location must submit his/her application to the Human Resources Manager prior to the expiration of the five (5) day period.

CDSOC shall first attempt to make the transfer utilizing employees from within the classification who submitted their application and who meets the special requirements for the location, if any. In the event that no employee submits an application, or CDSOC determines that there are legitimate business reasons for not transferring the employee(s) who did submit their application, CDSOC shall have the right to involuntarily transfer an employee to cover the need, or if necessary, hire from the outside. In determining which employee is to be involuntarily transferred, CDSOC shall endeavor to transfer the least senior in the affected classification, if possible.

In the event that an entire Center is closed and the classrooms moved to another location, the employees assigned to those classrooms shall be relocated to the new center.

CDSOC reserves the right to transfer an employee to the same classification at a different center for behavioral or other legitimate business reasons. Before transferring the employee, however, CDSOC must consult with the Union President and CDSOC's decision must be reasonable under the circumstances.

Section 4. Temporary Assignments. CDSOC may fill a job vacancy or a new position in the bargaining unit for a period of sixty (60) calendar days, during which time CDSOC will make every reasonable effort to fill such vacancy or newly created position. If additional time is needed, CDSOC may extend the period of such temporary assignment by providing the Union with a notice stating the reason why the vacancy or newly created position was not filled.

Section 5. Employee Job Change Requests. During the months of May and June every year, employees may express their interest in changing job classifications or centers by obtaining a Center Preference for Program Year form from the Human Resources Manager. Due consideration will be given by CDSOC management to these requests when determining staffing teams for the following program year.

Article 11

LAYOFF AND RECALL

Section 1. When the size of the work force is to be reduced for any reason as determined by CDSOC, CDSOC shall have the right to determine who shall be laid off and the order of recall, subject only to the following limitations: when the skills, ability, and qualifications of the employees within the classification are determined to be equal, the employee(s) with the least amount of continuous service will be laid off first and recalled last.

Section 2. Employees on lay off shall notify the Office of Human Resources of any change of address in order to afford CDSOC the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of his/her right to recall.

Section 3. Upon written request, CDSOC also agrees to meet with the Union to discuss the impact of any layoff of Union members.

Section 4. In the event that a center has to send a bargaining unit employee home due to lack of work, the supervisor at the center will ask for volunteers first. If there are not enough volunteers the least senior Teacher Assistant will be laid off, assuming that the remaining staff satisfy all Head Start Performance Standards and State of Michigan licensing regulations.

Section 5. There will be no bumping as part of the summer layoff.

Section 6. Recalls will take place by job classification by offering the most senior bargaining unit member first choice and continuing until the position is filled, with the least senior person being required to work, provided that at least seven (7) days notice has been provided to the affected employee(s).

Section 7. CDSOC reserves the right to call back all employees for training. Employees will be notified no later than May 1st of all such required trainings scheduled during the months of June, July, and August; and no later than September 1st for trainings during September-May. There will be no trainings scheduled during the calendar week that includes Christmas Day.

Article 12

WORK SCHEDULE/OVERTIME

Section 1. A full-time employee is one who is routinely scheduled to work 32 to 40 hours per week on behalf of CDSOC. A part-time employee is one who is routinely scheduled to work fewer than 32 hours per week on behalf of CDSOC. Employee work schedules will be established by the supervisor. It may be necessary for supervisors to change/adjust work schedules due to the lack of work and to accommodate the needs of the organization, children and families. Changes to normal weekly work schedules will be announced at least one week in advance, except for temporary adjustments which cannot be planned.

Section 2. Overtime. Positions which are designated as non-exempt for the purposes of the overtime provisions of the Fair Labor Standards Act will be compensated for hours actually worked in excess of 40 hours per week at 1 ½ times the regular hourly rate. All non-working time is not included in the compensation of overtime.

Staff members are expected to complete their job duties within their normally scheduled hours. All overtime must be approved by the employee's immediate supervisor before it is worked. Staff members may not exceed more than their regularly scheduled work hours in pay in a work week in conjunction with PTO and workdays. This rule does not apply to Holiday Pay.

Section 3. Parent Meetings. Staff attendance will be assigned by the supervisor. Where attendance is required by CDSOC, the employee will be compensated for their time.

Section 4. Bus Riders will be offered the opportunity to work as a substitute TA before any non-bargaining unit substitute is called if it is at their own respective center and they meet the qualifications and can fill-in the entire shift.

Section 5. In the event a Floater is being called in to a center as a result of casual daily absenteeism, the Floater will be provided a minimum of three (3) hours work at that center. CDSOC will make reasonable effort to contact the Floater to notify him/her of the assignment. The Floater accepts responsibility for timely response to the CDSOC administrator or manager who attempts to contact the Floater, either by phone, e-mail, or text message. If, after two attempts by CDSOC to contact the Floater, and he/she fails to respond, CDSOC will by-pass that Floater and attempt to contact another Floater or Substitute on the list.

Article 13

HOLIDAYS

Section 1. All regular full time and part-time employees with more than 90 days of continuous service are eligible to receive holiday pay provided they work the entire scheduled hours before and after the holiday (unless the absence is approved in advance by the Executive Director).

Section 2. The following holidays will be observed if it falls on the bargaining unit member's regular scheduled work day:

July Fourth	Christmas Eve Day
Memorial Day	Christmas Day
Labor Day	New Years Eve Day
Thanksgiving Day	New Years Day
Day after Thanksgiving	

Section 3. When a holiday falls on a Saturday or Sunday, the Executive Director will make the final decision on when the agency is closed for the holiday.

Section 4. If an employee works a holiday, only hours actually worked exceeding 40 per week will be paid at time and one half. Holiday time which is paid but not worked will not be considered in computation of overtime eligibility.

Article 14

PAID TIME OFF

Section 1. Paid time off is provided to our employees to be used for vacation, sick and personal time off. Employees accrue paid time off immediately upon hire but may only begin to use paid time off after 90 days of employment with the exception of center closings for breaks as determined by the Executive Director. Employees are required to use PTO for FMLA leaves of absence where applicable. All time off may be used at the employee's discretion subject to supervisor approval and the provisions set forth in this Article and Article 19, Section 2 (a), (b), "General Rules of Conduct." School-year bargaining unit employees will not be able to utilize PTO during the designated black-out periods unless approved by the Executive Director. To be eligible for paid time off, employees must be employed on a full or part time basis. PTO will accrue based on the employees' length of service and at the accrual rates set forth below:

- I. Full-time, over 10 years of service with CDS. Accrual begins on tenth anniversary.
- II. Full-time, 5-10 years of service with CDS. Accrual begins on fifth anniversary.
- III. Full-time, 0-5 years of service with CDS. Employees begin to accrue time with each pay period worked.
- IV. Part-time, over 10 years of service with CDS. Accrual begins on tenth anniversary.
- V. Part-time, 5-10 years of service with CDS. Accrual begins on fifth anniversary.
- VI. Part-time, 0-5 years of service with CDS. Employees begin to accrue time with each pay period worked.

PTO Accrual Rates:

- I. Employees in category I will accrue 8.5 hours per pay period based on a forty hour workweek (7 hours per pay period based on a thirty-two to thirty-nine hour workweek).
- II. Employees in category II will accrue 7.5 hours per pay period based on a forty hour workweek (6 hours per pay period based on thirty-two to thirty-nine hour workweek).
- III. Employees in category III will accrue 6.5 hours per pay period based on a forty hour workweek (5 hours per pay period based on a thirty-two to thirty-nine hour workweek).
- IV. Employees in category IV will accrue 4.0 hours per pay period (for employees regularly scheduled for 20 or more hours per week), or 3 hours per pay period (for employees scheduled for less than 20 hours per week).
- V. Employees in category V will accrue 3 hours per pay period (for employees regularly scheduled for 20 or more hours per week), 2 hours per pay period (for employees regularly scheduled for less than 20 hours per week).
- VI. Employees in category VI will accrue 2 hours per pay period (for employees regularly scheduled for 20 or more hours per week), or 1 hour per pay period (for employees regularly scheduled for less than 20 hours per week).

Employees will not be allowed to accrue more than 160 hours (128 hours for 32-39 hour per week employees) at any one time in their PTO bank. Once the 160 hour limit (or 128 hour limit for 32-39 hour per week employees) has been reached, an employee will cease accruing PTO until their bank has been reduced below 160 (or 128) hours. However, for employees who have reached the 160 (or 128) hour PTO limit, additional PTO hours will automatically roll over into Long-Term Sick Bank as long as that bank

does not exceed 160 (or 128) hours. If both banks reach the limitations, the employee will forfeit any additional PTO hours.

If an employee misses work due to an illness, injury or any other health related matter, the first week off must come from their PTO bank. PTO and Long Term Sick Bank hours are required to be used for any FMLA leave.

Employees whose employment is terminated whether by CDSOC or the employee will be paid 50% of any unused accrued PTO hours as long as 2-3 weeks' notice of termination is given to CDSOC. Employees who give a 4 week notice of termination will be paid 100% of any unused accrued PTO hours. All employees must work the entire notice and not use any PTO during that time in order to be eligible for the PTO payout. Employees who wish to use PTO during the notice period must have written request approved in advance by their supervisor and the Human Resources Manager. Employees who do not give or work the entire notice period will not be eligible for paid PTO or rehire.

Section 2. Paid Time Off Donation Bank. The PTO donation bank allows employees to assist other employees in need of paid time off due to their own unforeseen medical conditions. The intent of the PTO donation bank is to provide support for other employees in the event of the employees need for additional leave due to an unforeseen medical condition of the employee.

Any employee may donate hours to the PTO donation bank, up to 1 week in any 12 month period, providing that one week of time is maintained in their own PTO bank.

Any employee may request donated PTO hours for their own unforeseen medical condition when their own PTO and Long Term Sick have been exhausted. Staff members wishing to receive donated PTO hours must submit a written request and a doctor's note to the Executive Director (or designee) who will make the final determination regarding the donation and amount of time that may be received.

Section 3. Requests for paid time off shall be submitted at least 2 weeks in advance, except in the case of an emergency where 2 weeks advance notice would not be possible. CDSOC will make every reasonable effort to respond to requests for Paid Time Off within five (5) work days of the date of the request.

Article 15

LONG TERM SICK (LTS) BANK

Section 1. On the first payday in August of every year, CDSOC will add a total of one (1) week of hours based on the employee's regular work schedule to the full time employee's Long Term Sick bank. Ex. An employee who is normally scheduled to work 40 hours will receive 40 hours, 32 hour employees will receive 32 hours. All bargaining unit employees will be allowed to accrue 160 hours, (or 128 hours for 32 hours per week staff) in their LTS bank. Once the cap is reached, no additional hours will be added to the LTS bank. Upon termination of employment, no LTS time will be paid.

Bargaining unit employees may utilize accrued time in their Long Term Sick bank **for their own extended illness** only after they have been off work for a minimum of five (5) work days. Employees must use PTO for those five (5) days, if they have PTO available. Bargaining unit employees must present medical verification acceptable to CDSOC management of his/her extended illness. All bargaining unit employees may be required to have a fitness for duty evaluation prior to returning to work from time off due to illness or injury at the request of CDSOC. If CDSOC questions the validity of the employee's

physician statement, CDSOC reserves the right to have the employee evaluated by a physician of its choosing, at the expense of CDSOC. If the physician chosen by CDSOC determines that the employee is not fit to work, the two physicians will jointly select a mutually acceptable third physician, who will conduct a final fitness for duty evaluation, and whose opinion shall be binding of both the employee and CDSOC.

Section 2. Part-time employees working less than 32 hours per week are not eligible for Long Term Sick bank.

Article 16

ATTENDANCE PROGRAM

All bargaining unit employees are expected to report to work at their assigned work areas on time as scheduled. All employees will have a schedule as established by their supervisor. It may be necessary for supervisors to change/adjust work schedules due to the lack of work and to accommodate the needs of the organization, children and families.

Call-In Procedure:

If a bargaining unit employee is unable to work his/her scheduled hours, he/she is required to report his/her absence to their supervisor one hour prior to the start of their work shift or one-half hour prior to an extended lunch/break periods.

Supervisors are available by text and/or phone for call-ins. They will respond to the bargaining unit employee to confirm the text or phone message was received. However, due to variations in phone service, etc. the supervisor may not have received it. If the bargaining unit employee does not receive a confirmation from their supervisor after the first attempt, the bargaining unit employee must wait fifteen (15) minutes before making the second attempt to contact their supervisor (at least one (1) of the two (2) attempts must be by phone call). If the supervisor still cannot be reached, the employee will then call the Assistant Director (leaving a message if necessary). If the employee is unsuccessful in reaching the Assistant Director, they will then call the Executive Director (leaving a message if necessary). The earliest a bargaining unit employee may call in to their supervisor is 5:00am and the latest is 9:00pm.

Teaching, food service, and bus staff must contact the designated Program Administrator and/or designated Administrative Assistant to schedule a substitute to work their shift. Employees will be provided with written notice of the number to call in to their supervisor at the beginning of each year and any time the contact number is changed.

Definitions:

- **Tardiness.** When a bargaining unit employee arrives late to work (more than 6 minutes after the start of their scheduled work shift) and did not follow the call-in procedure, a tardy will be issued.
- **Absence.** An absence is defined as an unscheduled and unapproved time away from work.

- **Time Record.** All bargaining unit employees are to use the time clock system and punch in when they start work and punch out when they stop work daily. All bargaining unit employees must sign in and out at each center.
- **Clocking in Early.** Bargaining unit employees are not to clock in more than 6 minutes prior to their normally scheduled shift's start time, unless prior approval has been received from the employee's supervisor/manager. They should not begin working until their shift starts. E.g., if an employee is scheduled to start their shift at 7:00am, the employee should not clock in before 6:54am.
- **Clocking out Late.** Bargaining unit employees are not to clock out more than 6 minutes after the end of their normally scheduled shift's end time, unless prior approval has been received from the employee's supervisor/manager. No bargaining unit employee is to perform any work while not on the time clock. Doing so may result in disciplinary action. ALL OVERTIME MUST BE PREVIOUSLY APPROVED BY THE EMPLOYEE'S SUPERVISOR OR MANAGER. E.g. if an employee is scheduled to end their shift at 4:30pm, the employee must clock out by 4:36pm.
- **Clocking out Early.** Bargaining unit employees are to work their scheduled work shift and not clock out early. E.g. if an employee is scheduled to end their shift at 4:30pm, they may not clock out before 4:30pm. Clocking out early does not apply to bus drivers, bus riders, floaters, center assistants or home visitors due to fluctuations in their schedules. These employees are to punch out when their work is finished.
- **Full Day.** Work as scheduled.
- **Partial Day.** Anything less than work as scheduled. The supervisor reserves the right to excuse a partial day off with no detriment to the attendance record; however, PTO must be used. The bargaining unit employee must give the supervisor prior notification and receive approval before leaving work early.
- **Missed Punch:** A missed punch is a failure to use the time clock properly.
- **Exempted Absences Not Counted Against Attendance Record:**
 - PTO
 - Military Leave
 - Court Issued Subpoena
 - Paid Leaves Related to Work
 - Jury Duty
 - Unpaid leave
 - Center Closings
 - FMLA Leave

Tracking Process:

- An occurrence is used to track an unscheduled and unapproved tardy, missed punch or absence. Consecutive days of absence due to illness are considered one occurrence. Bargaining unit employees who are ill and are absent from work for 3 or more days must provide a doctor's statement noting the date the employee may return to work. Failure to report to work for 2 consecutive days without notification is considered a voluntary quit.
- Each Full day absence = 1 occurrence
- Each partial day absence = ½ occurrence
- Consecutive absences due to illness = 1 occurrence
- Each tardy = ½ occurrence
- Each missed punch = ½ occurrence
- Each no-call/no show for work (when an employee fails to report to work and has not followed the appropriate call-in procedure), unless an emergency situation arose which resulted in the employee being hospitalized, which made it impossible to call-in/report to work = 2 occurrences
- Each bargaining unit employee's occurrence accrual will be reduced by one (1) occurrence for every ninety (90) calendar days of zero occurrences. (Summer layoff months are not included in "credit period" for bargaining unit members working the school year). For example, if a school year bargaining unit member accrued a total of 2 occurrences on January 15th resulting in a verbal warning, but did not accrue any additional occurrences for the next 90 calendar days, their total accrued occurrences would be reduced by 1 occurrence effective on April 16th (the day after 90 days of no occurrences).

*No bargaining unit employee's occurrence total will be less than zero.

Discipline:

School Year:

- 2 occurrences – Verbal Warning
- 3 occurrences – Written Warning
- 4 occurrences – Written Warning and 3-day suspension
- 5 occurrences – Termination

Full Year:

- 3 occurrences – Verbal Warning
- 4 occurrences – Written Warning
- 5 occurrences – Written Warning and 3-day suspension
- 6 occurrences – Termination

LEAVES OF ABSENCE

Section 1. Bereavement and Funeral Leave. Employees can take up to three (3) days bereavement and funeral leave with pay at the time of death of a spouse, a parent, a child, step-child, a brother, a sister, a grandparent, a person who has stood in the place of a parent, or in-laws for full time employees. These days may be adjusted based on the employee's need, considering times and places involved. One half day without pay may be allowed when requested outside of those listed above for purpose of attending the service.

Part-time employees, temporary employees and substitutes are not eligible for bereavement and funeral pay.

Section 2. Family and Medical Leave. CDSOC's Family & Medical Leave Act (FMLA) allows eligible employees to take up to 12 weeks of unpaid leave per year for a personal serious health condition, childbirth, or to care for the employee's newborn child, newly adopted child, newly-placed foster child, or a child, parent or spouse with a serious health condition or for family members of military personnel under certain qualifying circumstances ("Servicemember FMLA"). CDSOC will make available to all employees copies of the policy on the FMLA upon request.

Section 3. Jury Duty Leave. Witness and jury duty leave will be granted to any employee summoned for service as a juror or as a court witness. A summons must be presented to the employee's supervisor, who will grant the leave, unless an employer-requested postponement of duty is required due to the needs of the agency at the time. Up to three (3) days per year may be taken as paid leave for an employee who is subpoenaed as a witness. Employees on jury duty leave may receive up to 20 days of pay as set forth herein. Payment for jury duty, less juror wages, will be paid in the next regular payroll.

Section 4. Military Leave. CDSOC will grant military leaves and reinstatement rights as required by federal and state law.

Section 5. Unpaid Medical Leave. Upon written request, any employee who is not eligible for FMLA and whose own serious health condition extends beyond the accumulated PTO entitlement (and Long Term Sick as applicable), will be granted a leave of absence without pay for up to twenty-one (21) calendar days, with the option to extend it one (1) additional calendar week. During this unpaid medical leave period, fringe benefits will not be paid and PTO shall not accrue, unless required by federal, or state law. CDSOC reserves the right to require verification of the serious health condition.

Section 6. Unpaid Personal Leave. An employee may request a leave of absence without pay. Any bargaining unit employee requesting unpaid leave must use all accrued "Paid Time Off" first unless an exception has been approved by the Executive Director. Requests for unpaid leave must be submitted in writing to the Executive Director for approval at least 30 days in advance, unless under emergency circumstances. All unpaid leaves will be approved or disapproved at the discretion of the Executive Director. Any unit employee not returning to work from unpaid leave on the date he/she designated will lose his/her seniority and be immediately terminated, unless he/she can provide satisfactory evidence to the Executive Director for the delay within two (2) working days of the initial return date. The Executive Director is under no obligation to grant Unpaid Leaves.

Section 7. Paid Leaves Related to Work. CDSOC may grant a bargaining unit employee paid leave to attend relevant educational experiences, workshops, etc., that occur during the employee's normal work hours. Unit employees on an approved leave with pay will receive their regular straight time hourly rate for the scheduled training time.

Article 18

CONDITIONS OF EMPLOYMENT

Section 1. Driver Requirements. All Bus Drivers must possess a State of Michigan CDL license, Passenger and School bus endorsements, with no more than four (4) active points, as determined by the Michigan Department of Transportation. All staff in positions with driving responsibility must sign a motor vehicle record release authorization allowing CDSOC to conduct a motor vehicle record check upon hire and at least once per year.

Any Bargaining Unit employee that holds any of the positions above and having been convicted of the following offenses listed below will be immediately suspended pending investigation (his/her driving duties being temporarily reassigned) and may be terminated or reassigned.

- Driving while intoxicated, driving while impaired or driving under the influence of alcohol or drugs.
- Failure to stop and report an accident (hit and run).
- Assault, manslaughter, or homicide arising out of the operation of a motor vehicle.
- Using a motor vehicle for the commission of a felony.

Notification of such incident must be made to the Transportation Manager or immediate supervisor within 24 hours. Random license checks may take place at any time during the Unit employee's employment with CDSOC.

Section 2. Criminal Background Checks. Criminal background checks will be conducted on Bargaining Unit employees on a yearly basis. All positions will require fingerprint screening upon hire. Central registry clearances from Child Protective Services of the Department of Human Services will be renewed as required by State of Michigan Licensing Regulations.

Section 3. Unlawful Activities. Any CDSOC unit employee accused of child abuse/neglect or criminal conduct will be suspended pending the outcome of an investigation.

Section 4. Safety. All CDSOC bargaining unit employees are expected to take an active role in promoting workplace safety. Any Bargaining Unit employee injured while performing a job must report the injury immediately to their supervisor and to the Human Resources Manager. Injuries requiring medical attention also require a completed accident report.

Article 19

GENERAL RULES OF CONDUCT

Section 1. Cell Phone Policy. While at work, bargaining unit staff is to keep their cell phones off. Cell phones are not to be used in the classroom or during scheduled work time. Cell phone usage for personal calls should be limited to break and lunch periods. Cell phones may only be utilized for CDSOC emergency situations and legitimate business reasons.

Section 2. Center Closings.

- a. Breaks: Head Start centers, childcare centers, and the administrative office are closed during breaks as determined by the Executive Director. Bargaining unit staff may work with the Executive Director's prior approval. Teaching and support staff is required to use PTO during a break to cover at least 50% (or 100% as determined by the staff member) of their normal work schedule. Example: 40 hour/week staff member would be required to use at least 20 hours of PTO or a 20 hour/week staff member would be required to use at least 10 hours of PTO, etc. When a member of the bargaining unit has exhausted their PTO, (s)he may take unpaid time off or may arrange to substitute in a childcare classroom, or take advantage of any other offerings of work, as available.
- b. Severe Weather Closings and Other Closings as determined by the Executive Director: When a center is closed or a scheduled class session for children has been canceled due to severe weather (for example snow days) or other reasons, staff may choose to work their normal scheduled shift or take PTO for a minimum of ½ of the scheduled hours not worked. The calendar will reflect the minimum required Head Start days, therefore all missed days will be made up. In the event that a center landlord will not allow bargaining unit members into the building, bargaining unit members will be required to take PTO for a minimum of ½ of the scheduled hours not worked.

Section 3. Educational Degree. Bargaining unit staff will be required to maintain the educational degree for the position they hold as defined by the CDSOC job descriptions or any other controlling standards issued by a governmental agency.

Section 4. Child Discipline. All CDSOC bargaining unit members are expected to use positive methods of discipline. Inappropriate discipline of children by bargaining unit staff will result in an immediate suspension pending disciplinary action based on act and circumstances. Where allegations have been unsubstantiated, staff members will be paid for their regularly scheduled hours. Staff members who observe inappropriate or prohibited discipline by any person including other staff members, or parents must report the incident immediately in writing to the Program Administrator of the center utilizing the CDSOC Concern form.

Section 5. Confidentiality. Confidentiality is to be maintained when dealing with children at CDSOC. Bargaining unit members are not to discuss anything of the children or families outside of the center.

Section 6. Travel Time For Trainings, Conferences and Meetings. CDSOC pays for travel time for conferences, trainings, or meetings which occur during your normal work hours. Travel time for outside conferences and training which require pre-registration and pre-approval by the bargaining unit member's supervisor and which are outside normal work hours will not be paid beyond the employee's normal work schedule, unless the bargaining unit member is the driver.

CDS will pay mileage with Executive Director's prior authorization when using own vehicle for training travel. Employee must submit a written request at least one week in advance to use own vehicle to travel to training. CDS will pay for mileage from the employee's own center to training location or from home to training location – whichever is less.

CDS will pay for parking costs when traveling to training or if being dropped off at an airport, for example, CDS will pay mileage to/from the employee's own center or employee's home, whichever is less.

If an employee is extending the off-site training for personal reasons and secures their own way to travel CDS will reimburse the employee up to the procurement amount as determined by the Training Manager. The employee must submit receipts for reimbursement.

Section 7. Smoking. Bargaining unit employees are prohibited from smoking, including E-cigarettes, on CDSOC property, including CDSOC vehicles, i.e. buses and vans, grounds, or in view of the children.

Section 8. Code of Conduct. CDSOC bargaining unit employees are expected to conduct themselves in a manner that is professional, ethical, moral, cooperative, supportive, and responsible in representing the interests of CDSOC. A list of general rules of conduct that is prohibited by CDSOC is found in the employee Handbook, policies and procedures, and are available to all employees.

Article 20

DISCIPLINE AND DISCHARGE

Section 1. CDSOC shall assess employee discipline based upon the nature and seriousness of the offense, as well as the prior disciplinary record of the employee, if applicable. CDSOC acknowledges the concept of progressive discipline. The Union acknowledges that disciplinary action need not be progressive in nature as long as the level of discipline is reasonable for the offense. Disciplinary action for any employee who fails to perform job duties, follow policies and procedures, or meet performance expectations shall include the following:

1. Verbal Warning.
2. Written Warning.
3. Suspension without pay.
4. Termination.

Article 21

WORK RULES

Section 1. The Union recognizes the Employer's right to establish reasonable rules and regulations for the purpose of maintaining order and discipline. Work rules will not be inconsistent with the terms of the collective bargaining agreement.

Section 2. A copy of all work rules and regulations shall be given to the Union and all employees.

DRUG AND ALCOHOL TESTING

Section 1. CDSOC and the Union believe that illegal drugs and the abuse of alcohol have no place in the workplace. The Drug Free Workplace Act required federal contractors to certify adoption and implementation of programs to prevent unlawful possession, use, or distribution of illicit drugs and alcohol by unit employees.

The unauthorized and/or unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol is strictly prohibited in all CDSOC facilities, on all CDSOC property, in any CDSOC-owned or operated vehicle, and at any CDSOC-sponsored activity. Unit employees must notify the Executive Director in writing of any criminal drug or alcohol conviction for a violation occurring in the workplace. Within thirty days of receiving notice of any unit employee conviction as described above, CDSOC must:

1. Take appropriate action against such employee, up to and including termination of employment.
2. Require such employee to participate satisfactorily in a drug and alcohol abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or appropriate agency.

Section 2. The use of illegal drugs or the abuse of legally prescribed drugs and alcoholic beverages by CDSOC unit employees is of utmost concern. The sale or possession of narcotics, drugs or controlled substances or the consumption of alcoholic beverages or drugs on the job, or CDSOC property, during working hours (inclusive of meal periods), reporting to work with trace amount of alcohol or illegal drugs, (other than the possession of drugs prescribed by a physician), or testing positive of a drug and/or alcohol test may result in discipline, up to and including immediate termination of employment.

Use of controlled substances legally prescribed by a licensed physician is not prohibited, but unit employees legally using controlled substances which may affect their ability to perform their jobs or create a safety risk are required to make such use known to their immediate supervisor or an appropriate CDSOC representative by immediately submitting a copy of the drug prescription or a written statement from their doctor. Further, a unit employee using an over-the-counter drug which may affect his/her ability to perform the job shall so advise his/her supervisor.

Section 3. Reasonable Suspicion or Cause Testing. Unit Employees will be required to undergo drug and alcohol testing for “reasonable suspicion or cause” at CDSOC’s discretion.

“Reasonable Suspicion or Cause” includes but is not limited to:

1. Involvement in or responsibility for a work-related accident where safety precautions were violated or careless acts were performed, which caused or could have caused serious injury to property, to the employee, a co-worker, or any other person.
2. Excessive unexcused absenteeism.
3. When in the judgment of the immediate supervisor, appropriate CDSOC representative or a member of the public, the unit employee’s work and/or work habits appear to be impaired.
4. If the unit employee has been found to be in possession of any of the above prohibited substances.

Refusal to submit to a drug or alcohol test may result in discipline, up to and including immediate termination of employment.

Law enforcement officials will be informed whenever illegal drugs are found in the possession of any unit employee while on CDSOC premises. CDSOC reserves the right to search all agency areas including but not limited to offices, desks, work areas, rest areas, and agency vehicles. This includes employee lockers. If the unit employees request it, a Union representative will be included and present during any such inspection.

Section 4. Drug Testing for Employees covered by the Department of Transportation (DOT) Regulations.

Pursuant to law, all Bus Drivers of CDSOC will be required to submit to random drug and alcohol testing as stated in the CDS Transportation Manual. 50% of all Bus Drivers shall be randomly tested a minimum of once per year. Testing shall be done by a local testing facility to be chosen by CDSOC. CDSOC maintains a complete DOT manual for its Bus Drivers, persons employed in safety sensitive positions and others covered by the Department of Transportation regulations.

CDSOC requires Bus Drivers to be tested when any of the following occur:

1. A Bus Driver is selected for random testing.
2. CDSOC has reasonable suspicion to believe a Bus Driver is under the influence of alcohol or a controlled substance.
3. Post accident testing; according to DOT regulations, a post accident test must be conducted under the following circumstances:
Following an accident where-
 - A life was lost; or a combination of the following:
 - The driver was cited for a moving traffic violation and
 - Bodily injury to any person who as a result of the injury, immediately receives medical treatment away from the scene of the accident or
 - One or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene.
4. Pre-employment testing.
5. Return to Duty testing.
6. Follow up testing.

Refusal to submit to a drug or alcohol test may result in discipline, up to and including immediate termination of employment.

GENERAL PROVISIONS

Section 1. Employee Breaks. Employees may receive a 15 minute unpaid break for every 4 hours worked. All breaks are to be scheduled and approved by the employee's supervisor. CDSOC will not reduce paid hours as a result of unpaid breaks. Any exceptions to work through a break will need to be pre-approved by the employee's supervisor.

Section 2. Childcare of employees of Child Development Services with children enrolled in a CDSOC childcare program are charged \$1.00 per day above the lowest full day rate for childcare. Employee families that qualify by income for the lowest rate will be charged the lowest rate. Employees are charged their weekly rate for each child but are allowed one week of vacation/sick time for each child. Vacation/sick days are based on the calendar year and will renew each January and will be prorated for the first year. Employees may take their child's vacation/sick days one day at a time with prior notification to the Head Start Program Administrator.

All employee private pay childcare payments must be paid via payroll deduction and written authorization form for withholding child care payments must be filled out regardless of payment source.

Section 3. Mileage. Bargaining unit members must fill out a mileage expense report before they will be reimbursed for travel expenses. Mileage will be at the current IRS rate. Allowable travel expenses are considered to be the miles that the bargaining unit member drives for legitimate CDSOC activities. The first trip from home to work and last trip from work to home is considered commuting and is not eligible for mileage reimbursement according to IRS rules. Mileage reports must be signed by the employee and the employee's supervisor.

Section 4. Per Diem. Bargaining members may receive advanced per diem funds for approved activities/trainings. These funds must be requested at least two weeks in advance from the Training Manager, and signed for upon receipt. CDSOC will follow the Per Diem Policy set by the U.S. General Services Administration which allows for Per Diem only if you must be away from your agency official station for more than 12 hours.

All per diem rates are paid according to Federal approved rates.

Section 5. Meals. Assigned classroom bargaining unit members will eat the same center-provided breakfast, lunch, and snacks that are served to the children, at no cost to the bargaining unit members. Non-classroom bargaining unit members may eat leftovers on a first-come, first-served basis after the children finish eating.

Section 6. Professional Development. After 90 days of employment, CDSOC will reimburse bargaining unit members the cost of pre-service and in-service training and academic courses subject to the bargaining unit member maintaining a C or better in any course taken, and funds are available according to CDSOC's scholarship priority system. Where there is a pass/fail grade only, failing an academic course or not finishing the course will result in the bargaining unit member not being eligible for reimbursement from CDSOC training funds. Bargaining unit members who receive educational assistance from CDSOC who are voluntarily or involuntarily (for cause) terminated from their employment will be obligated to repay CDSOC for any reimbursement during the 12 months immediately preceding the last date of the academic training from CDSOC. (Repayment obligations are subject to the Head Start Act and regulations, ARRA, and licensing regulations and requirements.)

1. CDSOC will continue to participate with the TEACH scholarship program.
2. Early Head Start Teacher Assistants must be enrolled in a CDA credential program and be prepared to apply for the credential within 1 year of hire, per performance standards. As part of the TEACH scholarship program, CDSOC pays for the CDA application fee. Costs for Teacher Assistants to obtain a CDA credential will be paid for through CDSOC training funds, assuming such funds are available, and the bargaining unit member attends regularly and completes the requirements of the CDA course.
 - a. If the CDA observation/meeting results in denial of the CDA credential, the employee shall be responsible for all expenses incurred for the second process.
3. Upon completion of an approved credential, the employee will be given a one-time award of one paid day off added to his or her PTO bank (8 hours for full time status, 4 hours for part-time status). CDSOC reserves the right to terminate a bargaining unit member's employment should the bargaining unit member not obtain or maintain the necessary educational degree/CDA or CDL required for their position.

PRIORITY FOR RECEIVING COLLEGE TRAINING FUNDS

1. Teachers working on their Associates. (When a teacher needs to meet licensing requirements he/she needs to take those 12 credits first).
2. Teachers working on Bachelors if no associates in Early Childhood. Early childhood classes need to come first, or Specialists needing a Bachelors.
3. Teacher Assistants working on their Associates.
4. Teacher Assistants working on their Bachelors.
5. Any employee seeking their Associates in a job related field or for a future career in our agency.
6. Any employee seeking their Bachelors in a job related field or for a future career in our agency.
7. Any employee seeking their Masters in a job related field or for a future career in our agency.
8. Any employee seeking their PhD in a job related field or for a future career in our agency.

Staff must attend required trainings. If staff choose not to attend, they will incur the cost to make up the training. If an employee is unable to attend the training due to a physical illness (supported by a doctor's note) or with prior approval by the Executive Director, however, such employee will not incur the cost to make up the training.

Section 7. Communication. It is expected that staff will utilize email as the agency's primary source of communication.

Article 24

WAGES

	2015-2016 1.5% increase COLA if available	2016-2017 COLA if available	2017-2018 COLA if available
Family Services Advocate			
BA related (Elem Ed, Child Guidance, Child Psychology, etc.)	\$15.37	\$15.37	\$15.37
BA related (Elem Ed, Child Guidance, Child Psychology, etc.) + FSC	\$15.91	\$15.91	\$15.91
BSW	\$16.45	\$16.45	\$16.45
MSW	\$17.55	\$17.55	\$17.55
EHS Home Visitor			
AA in SW, ECE/CD, or other Human Services field	\$14.27	\$14.27	\$14.27
BA in SW, ECE/CD, or other Human Services field	\$16.45	\$16.45	\$16.45
MA in SW, ECE/CD, or other Human Services field	\$17.55	\$17.55	\$17.55
Teacher			
Working towards obtaining 3 credit hour infant/toddler college class	\$12.55	\$12.55	\$12.55
Teachers with 3 credit hour infant/toddler college class	\$13.16	\$13.16	\$13.16
AA in ECE/CD	\$14.27	\$14.27	\$14.27
BA related coursework equaling a major in ECE/CD	\$15.37	\$15.37	\$15.37
BA in ECE/CD or related with ZA endorsement	\$16.45	\$16.45	\$16.45
MA in ECE/CD or related with ZA endorsement	\$17.55	\$17.55	\$17.55
Teacher Assistants & Floaters			
HSD	\$9.89	\$9.89	\$9.89
CDA	\$10.97	\$10.97	\$10.97
AA in ECE/CD	\$12.06	\$12.06	\$12.06
BA related with CDA	\$12.61	\$12.61	\$12.61
BA in ECE/CD or related with ZA endorsement	\$13.16	\$13.16	\$13.16
Bus Rider			
	\$9.33	\$9.33	\$9.33
Food Service & Maintenance			
Food Service	\$9.89	\$9.89	\$9.89
Food Service Aide	\$9.03	\$9.03	\$9.03
Facilities	\$11.51	\$11.51	\$11.51
Center Assistant			
	\$9.89	\$9.89	\$9.89

	2015-2016 2.5% increase COLA if available	2016-2017 COLA if available	2017-2018 COLA if available
Bus Driver			
0-5 years experience	\$12.18	\$12.18	\$12.18
5+ years experience	\$13.29	\$13.29	\$13.29

Family Service Advocates who have a caseload of 68 or more will work forty (40) hours per week.

Floater who work in the same position for more than five (5) consecutive days shall be paid at the rate for that position for the duration of the assignment.

Employees in a classification who attain the next higher level of education shall receive an increase in their hourly rate equal to the difference between the levels for the starting rates. For example, a Teacher Assistant with a CDA who receives an AA in ECE/CD will receive a \$1.05/hour increase to their pay.

CDSOC will pay a longevity bonus as follows by the next payroll cycle after May 1 if an employee has reached the following longevity during the previous program year (August 1 – July 31):
5 years \$200; 10 years \$300; 15 years \$400; 20 years \$500. In addition, on or before October 31, 2015, CDSOC will pay a longevity bonus to any employee who has achieved a longevity milestone listed above prior to August 1, 2015. So, for example, an employee who, on June 15, 2015, celebrated her 17th anniversary with CDSOC will receive a \$400 bonus.

HEALTH AND DENTAL INSURANCE PARAMETERS

1. CDSOC will provide medical coverage(s) as defined in the Explanation of Benefits attached. The medical plan will be designed as a Health Reimbursement Account with a minimum \$3000 Individual/\$6000 Family deductible per policy year.
2. CDSOC will provide dental coverage(s) as defined in the Explanation of Benefits attached.
3. No change in eligibility requirements for new hires.
4. Provide three medical plan options – High, Mid, and Low Cost Options.
5. The employee contribution amount will be calculated at the annual policy renewal date. The new employee contribution amount will be annualized and then divided by the number of pay periods that apply to each individual.
6. CDSOC may change carriers so long as the coverage(s) provided are generally equivalent to those stated in the Explanation of Benefits.
7. Bargaining Unit members who are eligible for insurances but waive the coverage shall receive the following payments:
 - a. Single/2 Person: \$1200 annualized- payable in second pay period of the month.
 - b. Family: \$1500 annualized- payable in second pay period of the month.
8. All Bargaining Unit member contributions made toward medical, dental, and life insurance coverage will be made through pre-tax payroll deductions.
9. Contribution rates for medical/dental/ life insurance are set forth below for all Bargaining Unit members electing coverage.

High Option with Dental	Effective 8-1-2015
Single:	22%
2 Person:	38%
Family:	48%

Mid Option with Dental	
Single:	12%
2 Person:	30%
Family:	38%

Low Option with Dental	
Single:	10%
2 Person:	25%
Family:	35%

10. CDSOC will provide vision coverage as defined in the Explanation of Benefits attached as a fully employee funded plan. There must be at least ten employees who enroll in order for the vision plan to become effective.
11. CDSOC will provide Flexible Spending Accounts (FSA) for eligible out-of-pocket medical and dependent care expenses.
12. In the event that the Affordable Health Care Act or similar legislation creates significant changes to health care options, the parties agree that they will meet to discuss the options and the

financial impact on both the employees and CDSOC, with the intent of reaching an agreement on a possible change in health care coverages. In addition, if during the term of this Agreement generally equivalent coverages become unavailable through the current provider and other providers, the parties will meet to review and negotiate alternate plans and coverages.

Article 26

DEFINED CONTRIBUTION 401(K) PLAN

Section 1. Eligibility. All full and part-time bargaining unit members who have been employed 90 calendar days from his/her date of hire will be eligible to participate in the Agency's 401(k) plan.

Section 2. Vesting. All new participating employees will be placed in the following vesting schedule:

- A. 50% vested after one full year of employment.
- B. 100% vested after two full years of employment.

Section 3. Company Match. CDSOC will provide a 10% match of the employee's contribution as long as funds are available. If the situation occurs that funds are not available, CDSOC will notify the union and discuss the details of the lack of funding. CDSOC shall have the right to discontinue the 10% match for lack of funding only if the match is discontinued for all employees of CDSOC.

Article 27

BULLETIN BOARDS

Section 1. CDSOC will furnish reasonable space on existing bulletin boards at each center for the benefit of the Union.

Section 2. All materials shall be provided to the Human Resources Manager in advance. The Union agrees that it shall be responsible for the maintenance of its materials and that it shall not post anything derogatory or detrimental to CDSOC.

Section 3. All materials will be removed from the bulletin board space fourteen (14) days after initial posting.

Article 28

DURATION

This Agreement shall become effective upon ratification by both parties, but no earlier than August 1, 2015 and remain in full force and effect up to and including July 31, 2018, unless funding is no longer available for the Head Start program, and shall continue until either party gives the other party sixty (60) days notice of its intent to amend or modify this Agreement.

Deb Swanson – CDSOC Board President _____

Kristin Wise – CDSOC Executive Director _____

Mary Pirrone – CDSOC Human Resources Manager _____

Christine Stressman – SEIU Agent _____

Robert Cupp _____

Denise MacKay _____

Jessica Mulcahey _____

Mitchell Pressey _____

Kristy Kever _____

Jennifer Blake _____

Child Development Services of Ottawa County, Inc. Date: _____

Service Employees International Union Local 517M Date: _____