

AGREEMENT

BETWEEN

**MICHIGAN FAMILY RESOURCES, INC.
HEAD START FOR KENT COUNTY**

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL NO. 517-M**

JUNE 1, 2018 THROUGH MAY 31, 2021

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THIS AGREEMENT, made and entered into this 1st day of June 2018, by and between MICHIGAN FAMILY RESOURCES, INC. (hereinafter referred to as "MFR") and LOCAL 517-M, SERVICE EMPLOYEES INTERNATIONAL UNION, (hereinafter referred to as the "Union").

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 MFR, 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, MFR 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 herein for the duration of this Agreement.

ARTICLE 2 -- RECOGNITION

Section 1. MFR recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of the following Employees: All non-supervisory full time and regular part-time employees employed by MFR at all locations: BUT EXCLUDING All Director, Manager, Supervisor, Specialist level positions or those designated/function in Human Resources, Compliance, Fiscal/Accounting, Executive Assistant, Home Visitors, Nurses and Bus Drivers, professional employees and supervisors as defined in the Act. If new positions are created and MFR and the Union cannot agree to the placement of such positions in the unit, the Union reserves the right to petition the NLRB for unit clarification.

Section 2. MFR 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, disability or sexual orientation which does not affect the ability of an employee to perform any assigned job duties with or without reasonable accommodations, and that neither MFR 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 -- UNION SECURITY AND CHECK-OFF

Section 1. For bargaining unit members who have submitted signed written authorizations, MFR shall deduct from the bargaining unit members wages in an amount equal to the monthly membership dues unless and until such member submits written revocation of the authorization. The deduction shall be made in a fixed amount each pay period and remitted to the Union. The Union shall indemnify and hold MFR harmless from all claims, demands, suits or other forms of liability which may arise out of and in connection with MFR's compliance with the provision of this Article.

ARTICLE 4 -- UNION REPRESENTATION AND OFFICERS

Section 1. A Bargaining Committee selected by the Union shall represent the Union in meetings with MFR for the purpose of collective bargaining. The Union shall furnish to MFR a written list of the members of the Bargaining Committee, and shall advise MFR in writing of any changes in such membership and of any alternate members of the Bargaining Committee. No Bargaining Committee member or alternate shall function

as such until MFR has been so advised by the Union. All meetings between the Union and the bargaining committee shall be at mutually agreed upon times.

Section 2. In addition to the Bargaining Committee provided in Section 1, the Union may designate President, Vice President, Secretary, Chief Steward and five (5) Job Stewards representing employees. The Union shall furnish to MFR a written list of the representatives and shall advise MFR in writing of any changes in such stewards and of any alternate stewards. No stewards shall function as such until MFR has been so advised by the Union.

The authority of such stewards and officers shall be limited to and shall not exceed the investigation of grievances and/or the presentation of grievances to MFR pursuant to the Grievance Procedure provided in this Agreement. Said investigation and presentation of Grievances to be conducted on unpaid time unless authorized by the Human Resource Director.

Section 3. Notwithstanding anything herein contained, any employee may at any time present grievances to MFR on his/her own behalf and have the grievances adjusted, without intervention by the Union, if the adjustment is not inconsistent with the terms of this Agreement.

Section 4. MFR agrees that it will allow the properly accredited representatives of the Union access to the workplace at agreed upon times for purposes of administering this Agreement.

Section 5. MFR will allow the Union time at the end of the monthly new employee orientation to address those new employees who are hired into bargaining unit positions.

ARTICLE 5 -- GRIEVANCE PROCEDURE

Section 1 (Step 1). The first step is for the employee to arrange a meeting with his/her immediate supervisor. All meetings must be requested within five (5) business days of the incident or when the employee reasonably should have been aware of the problem. The supervisor will arrange a meeting within five (5) business days after receiving the request. This meeting will include the grievant, the supervisor, an HR representative and a union representative, if requested by the grievant. The supervisor will issue a written response within five (5) business days after the meeting.

Section 2 (Step 2). If the problem is not satisfactorily resolved in Section 1, the grievance must be written and presented to the Human Resources Department, with a copy to the appropriate Department Manager within five (5) business days after receiving the supervisor's decision. The written complaint must state the issue, any relevant history to this issue, and the requested remedy. Within five (5) business days after receiving the request a meeting will take place to discuss the issue. This meeting will include the grievant, a union representative, an HR representative and the appropriate Department Manager. The Department Manager will then issue a written response within five (5) business days after the meeting.

Section 3 (Step 3). If the problem is not satisfactorily resolved in Section 2; the Union shall make a written request to present the grievance to the Human Resources Manager within five (5) business days after receiving the Department Manager's decision. Within five (5) business days after receiving the request a meeting will take place to discuss the issue. This meeting will include the grievant, the Union Representative, the Union's Business Agent and the Human Resources Manager and any other persons chosen by the Human

Resources Manager. The Human Resources Manager will issue a written response within five (5) business days after the meeting.

Section 4 (Arbitration). In the event the dispute shall not have been satisfactorily settled under Section 3 the Union shall within fifteen (15) business days submit to the Human Resources Manager a written request for arbitration.

- A. If the Union requests arbitration, the parties shall choose an arbitrator by selecting from the following list through the alternating strike method:

Mario Chiesa
Michael Long
Katherine VanDaggens
Stanley Dobry, Jr.
Joe Giralamol

The arbitrator shall have full authority to convene a hearing and require the parties to submit briefs. The arbitrator shall have full authority to render a decision, which shall be final and binding upon both parties and the employees, except that the arbitrator shall not have authority to change, alter, amend, or deviate from the terms of this collective bargaining agreement in any respect. The parties shall each pay one-half (1/2) the cost of the Arbitrator.

- B. In cases involving discharge or discipline based upon alleged abuse (verbal, emotional, physical and/or sexual abuse) of children, the arbitrator shall uphold such discipline or discharge unless MFR acted arbitrary or capriciously in its issuance. For purposes of this Agreement, MFR will not be deemed to have acted arbitrary or capriciously so long as MFR had reasonable grounds for concluding that the conduct upon which the discipline or discharge is based actually occurred.

Section 5. In any case in which an employee discharged is challenged the Union may skip Steps 1 and 2 and proceed directly to Step 3 by submitting a written grievance to the Human Resources Manager within five (5) days after the employee is notified of the termination.

Section 6. The time limits in Sections 1-4 above may only be extended by a written agreement signed by both parties.

Section 7. If MFR fails to meet a time limit, the grievance will automatically progress to the next step.

Section 8. If the Union fails to meet a time limit, the grievance shall be deemed settled based on MFR's last response.

ARTICLE 6 -- MANAGEMENT RIGHTS

The Union recognizes that the management and direction of MFR must be with the greatest freedom of control, provided that nothing herein permits MFR to violate any of the specific terms and/or conditions of this Agreement. MFR 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. MFR's Management rights include, but are not limited to the following:

- (a) to determine the number and location of its buildings and facilities, and the number, type and kind of services to be rendered and programs to be offered;
- (b) to make all financial decisions, including the accounting, bookkeeping and other record keeping methods and procedures;
- (c) to determine the organizational and business entity structure of MFR and to determine the selection and promotion of employees to supervisory and other management functions;
- (d) to determine the basis for selection of employees for hiring, to determine the number and classifications of employees to be hired and to make all hiring decisions;
- (e) to determine the job classifications to be filled and the number of employees in each classification;
- (f) to assign work, to assign new employees to job classifications, and to transfer employees among job classifications, and to transfer employees among work sites;
- (g) to maintain discipline of employees in order to promote efficiency and safe practices, and to establish reasonable rules and regulations to these ends; such rules and regulations to be posted and distributed to employees at least fourteen (14) days prior to their effective date;
- (h) to direct the work of the employees, discharge, suspend and otherwise discipline probationary employees at will and to discharge, suspend, and otherwise discipline non-probationary employees for cause, except in cases of alleged child abuse (verbal, emotional, physical and/or sexual). In cases of suspected child abuse cases, MFR may discharge or discipline the employee so long as MFR does not act in an arbitrary and capricious manner in issuing such discharge suspension or other discipline; and
- (i) to evaluate, demote, promote, transfer, assign, layoff, increase or decrease the hours of work and schedule thereof; to relocate or transfer work and/or equipment to other locations; to subcontract all or any part of the work performed by employees.

ARTICLE 7 -- STRIKES, LOCKOUT

During the term of this agreement, the Union agrees not to authorize or instigate any primary, secondary, or sympathy strike, sit down, or stay in, or any other kind of strike or other interference or any other stoppage, total or partial. MFR may take disciplinary action, up to and including discharge, against any employee participating in any such strike, interference, or work stoppage. There shall be no lockout by MFR during the term of this Agreement. MFR agrees to waive its right to collect damages against the Union in the event of a wildcat strike only if the following conditions are met.

- (a) The Union will immediately notify all bargaining unit employees that the strike is unauthorized and is in violation of the Agreement.
- (b) The Union will publicly announce, through the local newspaper and on local radio, that the strike is unauthorized and not condoned by the Union.
- (c) The Union states, in writing to bargaining unit employees, that the strike is in violation of this Agreement, and that MFR may discharge them.

ARTICLE 8 -- DEFINITIONS

As used in this Agreement the following terms shall have the indicated meanings:

1. "Regular full-time employee" - An employee who is hired to work a regular schedule of 30 or more hours per week.
2. "Regular part-time employee" - An employee who is hired to work a regular schedule of less than 30 hours per week.
3. "On call employee" - An employee who does not have a regular schedule, but is called into work on an as needed basis. On call status is not altered by the fact that the employee may work 30 or more hours during some weeks.
4. "Continuous service" - The amount of time spent in the employ of MFR measured from employee's most recent date of hire.

ARTICLE 9 -- LAYOFF AND RECALL

When the size of the work force is to be reduced for any reason as determined by MFR, MFR 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 a classification are determined to be equal, the employee(s) with the least amount of continuous service will be laid off first and recalled last.

MFR's determination of skills, ability, and qualifications for purposes of applying this section may not be disturbed by an arbitrator unless the Union can prove that the determination was arbitrary and capricious.

ARTICLE 10 -- JOB OPENINGS

Section 1. When MFR determines to fill a position which would be covered by this collective bargaining agreement it shall post a notice of the opening at each center. The notice shall remain posted for at least five weekdays. Any employee who wishes to be considered for the opening must notify the Human Resources Department, in writing, of such interest, before the expiration of the five day posting period. MFR shall also have the right to solicit applications from outside the bargaining unit. MFR shall give due consideration to all internal letters of intent along with any outside applications and shall have the right to award the position to the employee or applicant that it determines, in its sole discretion, is best qualified for the position.

Section 2. When the position is awarded to an existing bargaining unit member pursuant to this Section, he or she shall serve a ninety (90) day trial period which can be extended for an additional ninety (90) days. At any time during the trial period, including any extension thereof, MFR may, in its sole discretion, disqualify the employee from the position. At anytime during the initial forty-five (45) days of the trial period the employee may elect to transfer back to his or her previously held position. Whenever any such employee is disqualified pursuant to this Section, the employee shall be returned to his or her previously held position.

ARTICLE 11 – SENIORITY

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

Section 2. Each new employee shall be considered to be on probation and shall have no seniority until such employee has completed 90 calendar days. In calculating the ninety (90) day probationary period, the summer break shall not be counted. During the probationary period, an employee may be laid off or discharged by MFR without regard for the provisions of this Agreement. MFR shall have no obligation to rehire or recall an employee who is laid off or discharged during his/her probationary period, nor 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 3. MFR shall provide to the chapter president of the bargaining unit, within thirty (30) days after the execution of this Agreement, a seniority list showing seniority by classification, name and address. Revised seniority lists, by classification, name and address, phone number and deduction amount, shall be prepared by MFR and provided to the Chapter President and Vice President of the bargaining unit quarterly, thereafter.

When such seniority lists are initially prepared or thereafter revised, if two (2) or more employees on any such list have the same seniority, their names shall appear on the seniority list alphabetically according to the first letter or letters of their last name. If such employees have the same last name, the same procedure shall be followed by using their true first names.

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

- A. He/she quits;
- B. He/she is discharged;
- C. He/she retires or is retired;
- D. He/she is laid off for a continuous period in excess of twelve (12) months or the length of the employee's continuous service as of the date of the layoff, whichever is less;
- E. He/she accepts, without Human Resource Manager approval, employment elsewhere while on leave of absence (other than military service leave of absence), or becomes self-employed without Human Resource Manager approval for the purpose of making a profit during a leave of absence;
- F. He/she fails to report to work on the first day following the expiration of an approved leave of absence; and
- G. Absence from work for three (3) consecutive working days without notice.

Section 5. On Call Employees. On call employees shall not accrue seniority under this Agreement.

An on call employee will be considered for substitute work upon the employee's written request and based on the employee's qualifications for the substitute work.

Section 6. Super Seniority. For purposes of lay-off and recall only, the Unit President, Vice-President, Chief Steward and Job Stewards shall, by virtue of their union office, be granted super seniority within their respective classifications, during the time they hold union office.

Section 7. In the event clerical errors occur in calculating seniority, the Union shall provide written notice of the error to MFR. MFR has seven (7) days to correct the error, or be held liable.

ARTICLE 12 -- UNION LEAVE

MFR agrees to grant reasonable and necessary time off without discrimination or loss of seniority and without pay, to employees designated by the Union to attend Union related functions with the following limitations:

Section 1. The Union must provide the Human Resources Manager written notice of the Union event and the names of the employees who are to attend at least seven (7) days in advance of the date that the leave is needed.

Section 2. Leaves under this Article shall not be more than ten (10) days in duration and no more than two (2) employees shall be off on Union leave at any one time.

Section 3. MFR shall not be obligated to allow leaves pursuant to this Article more than three (3) times per program year.

ARTICLE 13 -- FAMILY MEDICAL LEAVE

To the extent required under applicable law, according to the federal Family Medical Leave Act, an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and that MFR may adopt policies to effectuate the Act, provided that such policies are consistent with the Act and allow employees the right to choose the order in which sick, vacation and personal time will be exhausted during an FMLA leave or Special Leave of Absence.

ARTICLE 14 -- SPECIAL LEAVE OF ABSENCES

MFR shall have the right to grant unpaid special leave of absences for regular full-time employees under the following conditions:

Section 1. Employees shall not be eligible for an unpaid special leave of absence unless they have had at least ninety (90) days of continuous service.

Section 2. The total amount of unpaid special leave in a program year shall not exceed ninety (90) days per employee, except, if an employee is eligible for short term disability benefits under the short term disability plan provided pursuant to Article 28 of this Agreement. The employee shall be granted an unpaid special leave for any period during which the employee is collecting short term disability benefits and is not eligible for family medical leave.

Section 3. For special leaves of forty-five (45) calendar days or less MFR will hold the position open and return the employee to that position at the expiration of the leave. For special leaves of more than forty-five (45) days MFR is not obligated to hold the employee's position open, and if that position is not

available upon the employee's return, MFR will place the employee in another open position for which he/she is qualified.

Section 4. An employee who fails to return to work on the first scheduled day after the completion of the special leave of absence will be considered to have voluntarily terminated his/her employment.

Section 5. An employee may not engage in gainful employment during such leave without the prior written permission of the Human Resource Manager.

ARTICLE 15 – SUBSTANCE ABUSE

It is essential that all employees be alert and in full possession of their faculties when working to protect the safety of our work force, our work place, and the public, as well as promote high standards of conduct, integrity and efficiency. Being under the influence of or being impaired by drugs and alcohol can cause permanent injury or death.

Accordingly, no employee may report to work or remain on duty while under the influence of or impaired by alcohol or current illegal use of drugs. No employee may possess, sell or distribute alcohol or drugs to be illegally used while on MFR premises or on Agency time. MFR premises include the actual addresses of buildings, or parts of buildings, or other sites where MFR work occurs, including vehicles used for transportation.

The illegal possession, use, and/or distribution of drugs off-duty is prohibited where:

1. the employee's conduct adversely affects the Agency's reputation,
2. the employee possessed quantities for sale, or
3. the employee has been convicted of its sale.

To prevent drugs and alcohol and other contraband from being brought onto MFR premises, MFR may, at its discretion, inspect any locker, package, desk, or tool box brought onto MFR premises in connection with the investigation of any rule violation. Employees will cooperate in all investigations of suspected rule violations or of workplace safety. If the Employee requests, a Union officer will be included and present during any such inspection or questioning of the Employee.

MFR reserves the right to require applicants and employees to submit to drug and/or alcohol testing on a random basis. Employees may also be required to submit to alcohol testing if there is reasonable suspicion of impairment, being under the influence, or use during the work day.

Any employee arrested or convicted of violating a criminal drug or alcohol statute must notify the Department Manager and the Human Resource Manager immediately, before returning to work, after such arrest or conviction. Failure to immediately notify the Department Manager and Human Resource Manager of a drug or alcohol arrest or conviction and returning to work before having notified the Department Manager and Human Resource Manager will result in termination of employment. Employees so convicted will be subject to disciplinary action up to and including termination of employment.

1. **Definitions** - For purposes of this Article, the following terms shall have the indicated meanings:

- a. "Alcohol" means ethyl alcohol ("ethanol") and refers to any beverage, mixture or preparation containing ethyl alcohol.
 - b. "Drug" means any substance listed on Schedules I - V of 21 CFR 1301 - 1316 (Controlled Substances) as it may from time to time be revised and includes marijuana, narcotics (such as heroin and codeine), stimulants (such as cocaine and amphetamines), depressants (such as barbiturates and minor tranquilizers), and hallucinogens (such as drugs known as PCP and LSD). Controlled substances include illicit drugs (Schedule I), drugs that are required to be distributed only by a medical practitioner's prescription or other authorization (Schedules II - IV, drugs on Schedule V), and certain preparations for which distribution is thoroughly documented (Schedule V only).
 - c. Conviction: To receive a conviction means that guilt has been found (including a plea of nolo contendere), a sentence has been imposed, or both, by any judicial body charged with the responsibility of determining whether Federal or State drug statutes have been violated.
 - d. Employee: This refers to an MFR employee or delegate engaged in work under contract with MFR, including:
 - i. All "direct charge" employees;
 - ii. All "indirect charge" employees, unless their impact or involvement is insignificant to the performance of MFR work; and
 - iii. Temporary personnel and consultants who are directly engaged in the performance of work under MFR funding, either through MFR or a contractual agent.
2. Employee Responsibilities. As a condition of employment, each employee will:
- a. Agree in writing to abide by terms of the MFR policy respecting a drug and alcohol-free workplace, including testing for current illegal use of drugs, as required; and
 - b. Agree to notify the Department Manager and Human Resource Manager of his/her arrest and/or conviction of any criminal drug or alcohol statute immediately after such an arrest or conviction. This notice must be given before the employee returns to work.

ARTICLE 16 -- WORK WEEK

Employees are not normally scheduled to work Saturdays or Sundays. Saturday or Sunday work will not become part of any employee's regular schedule unless any of the following occur:

Section 1. The employee consents.

Section 2. MFR gives notice to the Union of the anticipated change and the parties bargain to agreement or impasse on the change.

Section 3. MFR is required by any law, rule, or regulation promulgated by the State of Michigan, the Federal Government or any State or Federal agency, to schedule Saturday or Sunday work.

ARTICLE 17 -- OVERTIME

Section 1. Employees are required to work overtime or additional time when required.

Section 2. Time and one half will be paid for all hours worked in excess of 40 hours in any work week. Only those hours actually worked will be considered when computing overtime pay.

ARTICLE 18 -- BEREAVEMENT PAY

Section 1. All regular (non-probationary) full-time and part-time employees shall be allowed up to three (3) days paid leave due to the death of an immediate family member and one (1) day of paid leave due to the death of an extended family member.

Section 2. Paid leave must be taken within a week of when the death occurred and/or notification of when the death was received, with an exception for overseas or other special circumstances such as a later scheduled memorial, or out-of-state travel required for the funeral. Documentation of the death must be provided within three (3) days of the employee's return to work. Acceptable documentation includes: obituary notice, death certificate, memorial card or funeral program. Failure to provide the required documentation within the three day period will result in forfeiture of bereavement pay.

Section 3. For purposes of this Article, immediate family members shall be limited to spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchild, parent-in-law, brother and sister-in-law, son and daughter-in-law.

Section 4. For purposes of this Article, extended family members shall be limited to aunt, uncle, niece and nephew.

Section 5. Bereavement pay shall be paid for all hours the employee was scheduled to work on the days covered by the bereavement leave. Any days needed in excess of that provided in this Article shall be without pay, unless paid sick/personal time is used at the employee's request. MFR may, in its sole discretion, authorize additional paid or unpaid bereavement leave in any particular case.

ARTICLE 19 -- HOLIDAYS

Section 1. The following Holidays will be observed:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day

No bargaining unit employee shall be required to work on any of the above holidays unless their work site is open on that day. Any employee required to work on any of the above holidays shall receive another paid day off to be determined by mutual agreement between the employee and MFR.

Section 2. All regular full time and regular part-time employees with 90 days or more of continuous service are eligible to receive holiday pay provided they work their entire scheduled hours or are on approved paid leave status for the scheduled shift immediately before and after the holiday and works the full scheduled shifts immediately before and after the approved leave.

Section 3. Holiday pay will be paid at the employee's straight time hourly rate for the number of hours the employee is normally scheduled to work on the day on which the holiday falls. Employees who are not normally scheduled to work on the Holiday will not be eligible for Holiday pay.

Section 4. Holidays, which occur on Saturday, will be observed on the preceding Friday. Holidays which fall on a Sunday will be observed on the immediate following Monday. When Christmas Eve and Christmas Day fall on a Friday and Saturday, they shall be observed on the preceding Thursday and Friday. When Christmas Eve and Christmas Day fall on a Sunday and Monday, they shall be observed on the following Monday and Tuesday.

ARTICLE 20 – VACATION

Section 1. All regular full-time bargaining unit Employees who work only during the Traditional (9 month) or Extended (10½ month) program year, and have been in the employment of MFR for ninety (90) days will receive paid vacation each year. MFR shall have the discretion to schedule employee vacations for either one (1) week at Christmas, one (1) week at spring break, or two (2) weeks at Christmas. Employees will only be entitled to paid vacation which is scheduled after they complete their ninety (90) days.

Section 2. Employees will receive vacation pay at their regular pay rate based upon their normally scheduled straight time work week.

Section 3. The Union acknowledges and understands that some bargaining unit employees are employed to work on a Full Year (12 month) basis. These employees shall accumulate vacation according to the following schedule:

Less than three (3) years of service	-	Eight (8) hours per month
At least three (3) but less than five (5) years of experience or of service	-	Nine (9) hours per month
At least five (5) but less than ten (10) years of experience	-	Ten (10) hours per month
At least ten (10) but less than fifteen (15) years of experience	-	Eleven (11) hours per month
More than fifteen (15) years	-	Twelve (12) hours per month
More than twenty (20) years	-	Thirteen (13) hours per month

The following rules shall apply:

- a. A request to use vacation pursuant to this sub-section must be made at least one (1) week in advance, in writing to the employee's immediate Supervisor for approval.
- b. All vacation time must be used within the calendar year it is accumulated. For twelve month employees, on each January 1st after the completion of one full calendar year of service, the employee will be credited with his/her anticipated vacation time for the coming year.
- c. Vacation pay will be at the Employee's regular pay rate.
- d. There will be no vacation pay in lieu of taking vacation time unless approved by the Executive Director. Upon employment termination any unused vacation time is forfeited; provided, however, that an employee who resigns and gives at least two (2) weeks notice, and does not take vacation, personal or sick time after the notice, and works every scheduled shift after the notice is given, shall be paid any unused vacation time.

Section 4. Regular part-time employees shall receive vacation prorated based on hours worked.

ARTICLE 21 – PERSONAL TIME

Section 1. Regular full-time Traditional Year (9 month) bargaining unit employees will receive eighteen (18) hours of personal time per program year. Regular full-time Extended Year (10½ month) bargaining unit employees will receive twenty-two (22) hours of personal time per program year, Regular part-time employees shall receive personal time on a pro rata basis. Personal time must be taken in one (1) hour increments. After one hour is used in one day, additional personal time may be used in minimum one-half (1/2) hour increments for that day. Regular full-time Full Year (12 month) bargaining unit employees shall receive twenty-seven (27) hours of personal time per year after twelve (12) months of service.

Section 2. Personal time must be requested in writing no less than forty-eight (48) hours prior to the time the employee wishes to take off.

Section 3. No more than one (1) employee at classroom sites with one or two classrooms, or two employees at classroom sites with more than two classrooms may have personal time at the same time on days when children are scheduled to attend class.

Section 4. No more than the number of classroom site staff employees equal to the number of classrooms at a particular site may take personal time at the same time on days when children are not scheduled to attend class. For example, if a classroom site has seven classrooms, no more than seven (7) of the employees regularly assigned to that site may take personal time on days when children are not scheduled to attend class.

Section 5. For all other employees, no more than one (1) person per department may have personal time at the same time.

Section 6. Additional employees may be allowed to take the same time off with approval of management. Personal time will be awarded on a first come first serve basis.

Section 7. Personal time may not be taken during the first ninety (90) days of employment and may not be carried from year to year.

Section 8. Personal time is approved time ONLY if the employee works the entire scheduled shift immediately before and/or immediately after the personal time request.

Section 9. Personal time used before or after a holiday is NOT considered approved time if there is any unapproved time used in conjunction with the personal time.

ARTICLE 22 -- PAID SICK DAYS

Section 1. Regular full-time, non-probationary employees who are regularly scheduled for forty (40) or more hours per week shall accumulate eight (8) hours of sick leave per each calendar month of active employment. Regular full and part-time employees whose regular schedule is less than 40 hours per week shall accumulate sick pay hours on a pro-rated basis. Employees may accumulate a maximum of 240 hours of paid sick leave.

Section 2. Accumulated paid sick time will be credited beginning on the 1st of the month after completion of the probationary period and on the 1st day of each month thereafter.

Section 3. To be eligible for sick pay, the employee must call the immediate Supervisor to report his/her absence one (1) hour prior to the start of the employee's starting time, and the absence must be due to an illness or injury which prevents the employee from performing his or her duties, or illness or injury to family members living in the employee's household, or doctors or dental appointments for the employee or such family members. Sick pay for doctor or dental appointments will be paid in one (1) hour increments. As a condition for payment of sick pay, MFR has the right to require physician certification of any illness or injury which results in absence on three or more (3+) consecutive days, or for any doctor or dental appointments in excess of one (1) per thirty (30) day period.

Section 4. Sick pay must be used in a minimum increment of one (1) hour per day. After one hour has been used in one day, sick pay may be used in one-half (1/2) hour increments thereafter for that day.

Section 5. Employees may if they request, cash in any banked sick leave hours in excess of 40, up to a maximum of 40, during the months of December and May of each year. Cashed in unused sick leave hours will be paid at the rate of \$100.00 per eight hours.

ARTICLE 23 -- JURY SERVICE

Employees called for jury duty, will be paid their regular straight time rate of pay for work time missed due to jury duty, up to a maximum of eight (8) hours pay per day. Employees must also provide verification of jury duty and jury pay, and keep the supervisor advised, in advance, of any notice of jury duty.

ARTICLE 24 – RETIREMENT PLAN

MFR will provide and make available a tax deferred contributory retirement plan which shall allow for hardship withdrawals and will contribute at least the amount listed below into the plan for all seniority employees who have over one (1) calendar year of service as defined by the plan which has been approved by the IRS:

1 to 4 years	-	\$800.00
5 to 9 years	-	\$925.00
10 or more years	-	\$1,050.00

ARTICLE 25 – TUITION REIMBURSEMENT

Section 1. For any full-time teacher assistant with at least ninety (90) calendar days of service, MFR will pay the tuition expense for completing a CDA Accreditation Program. MFR will only pay such tuition expense one time per individual teacher assistant. MFR will pay the tuition for CDA renewal for current employees with CDAs.

Section 2. MFR will reimburse teachers who receive a grade of “C” or better for courses at Grand Rapids Community College that are taken towards an Associate of Arts degree in Early Childhood or Child Development that includes a minimum of eight (8) courses with a total of thirty (30) credits in ECE or CD and for Early Childhood or Child Development courses for those teachers who already have an Associate or Bachelor degree but have not yet obtained the required eight (8) courses with a total of thirty (30) credits in Early Childhood or Child Development(*).

*Subject to change per Federal guidelines, state licensing regulations, etc.

Employees who voluntarily terminate their employment will be obligated to repay MFR for any reimbursements paid during the twelve (12) months immediately preceding the last date of employment with MFR.

ARTICLE 26 – HEALTH, DENTAL & VISION INSURANCE

It is understood that MFR is not a guarantor of any of the coverages called for by this Article and its obligation is limited to paying the premium. For regular full-time employees MFR will pay its portion of the premium for the coverages described in this Article beginning with the start of each program year. MFR may change carriers so long as the coverage(s) provided are generally equivalent to those stated in Section 1 of this Article.

Section 1. MFR will pay its share of the premium and employees will pay their share of the premium (through payroll deduction) for the Priority Health Group Plan 790758 (\$1000.00 / \$2,000.00 deductible and coverage summarized on Appendix A) and dental and vision coverage. Employee contribution rates are as follows:

Beginning September 1, 2018

Single	22%
2 Person	25%
Family	26%

Beginning September 1, 2019

Single	22%
2 Person	25%
Family	26%

Beginning September 1, 2020

Single	22%
2 Person	25%
Family	26%

Section 2. Pay in Lieu.

Employees may elect to not participate in any of the health plans, provided the employee can verify that he or she has coverage from another source. Employees who elect not to participate pursuant to this section shall be paid \$100.00 per month in lieu of health coverage. Employees who lose coverage from the outside source may opt to receive health care benefits as provided in Section 1 of this article.

Section 3. Alternate providers of Insurance.

MFR may offer other insurance programs to employees with any level of coverage. Employees will be notified of the level of coverage and will be given the opportunity to sign up for such coverage. MFR will also inform the employees of the contribution amount.

Section 4. The parties recognize that rising insurance costs may make the current plan unduly burdensome. Therefore, if in any year MFR is notified that that the premium for the plans provided in this agreement will increase by more than 7%, MFR may terminate its obligation to pay the premium for coverage called for by this section by giving the Union sixty (60) days written notice of its intention to do so. If such notice is given the following shall apply:

- 1) The parties agree to meet and negotiate in good faith regarding an alternative health insurance program;
- 2) All other provisions of this contract shall remain in full force and effect; and
- 3) Notwithstanding any other provision of the Agreement both parties shall have the right to take any lawful action to enforce their contract demands.

ARTICLE 27 – 125 PLAN

MFR will maintain its Section 125 of the IRC so that employee premium contributions are pre-tax and employees can make pre-tax contributions for payment of medical and childcare expenses as permitted by law.

ARTICLE 28 – DISABILITY INSURANCE

For employees who have completed ninety (90) days of employment, MFR shall pay the premium for group short term disability insurance for regular full-time employees (weekly benefit of up to 66% of salary up to \$500.00 per week maximum for twenty-six (26) weeks, payable on 8th day of disability) or a generally equivalent plan. MFR is not a guarantor of the coverage called for by this article, and its obligation is limited to paying the premium.

ARTICLE 29 – LIFE INSURANCE

For employees who have completed 90 days of employment, MFR will pay the premium for \$25,000 worth of term life coverage for regular full-time employees, after 90 days of employment. MFR will continue to pay for the coverage during the summer lay off. MFR is not a guarantor of the coverage called for by this article and its obligation is limited to paying the premium. MFR has full discretion to choose the life insurance carrier, and may change carriers at any time.

Should MFR change carriers, MFR must notify the Union at least 60 days before making the change. The new carrier must offer the same or better coverage.

ARTICLE 30 – INSURANCE DURING LAYOFF

No health, dental, life (except as stated in Article 29) or disability insurance will be provided during summer layoff. Employees may continue insurance during the summer layoff as required by COBRA.

ARTICLE 31 – BREAK AND LUNCH PERIODS

Section 1. MFR will provide central office administrative employees with at least thirty (30) minutes but not more than sixty (60) minutes unpaid time each day for the employees lunch period. The lunch period for central office and administrative employees should be scheduled between 11:30 a.m. and 1:30 p.m. Teachers and teacher assistants are provided lunches as part of the program. Teachers and teacher assistants will take their lunch in accordance with the time scheduled for the classroom lunch. Employees shall not work through their lunch hour without their supervisor's permission.

Section 2. MFR will provide one (1) twenty (20) minute paid break during each shift for FULL DAY classroom staff only. The time for these breaks will be set after consultation with the employee's immediate supervisor. It is understood that at times it may not be possible to provide breaks because of staffing requirements established by licensing regulations. No employees shall leave a classroom or other work area for breaks unless properly relieved.

ARTICLE 32 – MISCELLANEOUS

Section 1. Employees will be paid every second Friday for the two (2) week period ending the previous Friday. Payroll is prepared biweekly by the payroll department. Employees may select direct deposit or the check will be mailed to the address supplied by the employee.

Section 2. MFR agrees to allow the Union to post union announcements, notice of meetings, results of union elections and notices pertaining to nominations and elections on the bulletin boards in each of MFR's facilities. Each notice shall bear the date it was first posted. MFR shall have the right to remove any notice after it has been posted for at least 30 days.

Section 3. It shall be the responsibility for each employee to meet the qualifications for any certification or license required for the performance of his/her job responsibilities.

Section 4. If an employee is directed by MFR not to report to work or is sent home early due to an act of God, such as inclement weather, the employee will be paid for the lost time. If MFR cancels class due to an act of God but staff are directed to report, any staff member unable to report due to the act of God may use Sick or Personal Time. An employee who has scheduled personal time off pursuant to Article 21 on a day which his or her work shift would have been cancelled due to an act of God, will not be required to use the scheduled personal time for that day.

Section 5. Employees shall keep MFR informed at all times of their current address and telephone numbers and shall provide changes in writing to the Human Resources Department.

Section 6. When the employee is required by his/her supervisor to use his/her automobile for employer business, the employee shall be reimbursed at the maximum mileage rate allowed by the IRS. To obtain reimbursement employees are required to submit the expense form required by MFR to the immediate supervisor on a monthly basis.

Section 7. All employees required by MFR to attend training sessions, conferences, conventions, or schools which are located outside of Kent County, shall be paid a per diem based on the IRS rate for per diems to cover expenses. The employee shall be paid his/her regular wage for the time spent in the training session conference, convention, or school.

Section 8. Should the employer offer double sick time buy back to any group of MFR employees, it will be offered on the same terms to the bargaining unit members. Should the employer pay a retention or service award to any group of MFR employees, it will be paid on the same basis to bargaining unit members.

Section 9. MFR will grant military leaves as required by law.

Section 10. When an employee is temporarily assigned to a classification which carries a higher pay or higher pay grade, the employee shall be paid an additional \$1.00 per hour for the time so assigned, provided that the assignment lasts for at least one week.

Section 11. The Union may use the MFR facility at 2626 Walker, N.W., Walker, Michigan for meetings not to exceed six meetings per program year or 2 hours per meeting. Such use of the facility will be at no costs to MFR and shall not interfere with MFR's use of the facility. The Union shall make its request for use of the facility at least two weeks in advance. The Union shall be responsible for set up and clean-up after the meeting, leaving the facility as it was found.

Section 12. When bargaining unit members are required to provide child care for policy council or other MFR functions, MFR will first ask for volunteers. If there are not sufficient volunteers, the least senior teacher assistant or teacher at the site where the care will be provided will be assigned to child care.

Section 13. Staff will be required to maintain the educational degree for the position they hold as mandated by the Head Start Performance Standards or any other controlling standards issued by a governmental agency.

Section 14. At the beginning of each program year MFR will provide a schedule for that program year which will show the days on which it is anticipated that employees will be scheduled to work. Both parties acknowledge that because it is not possible to make a complete schedule at the beginning of the year, and because unanticipated events may require schedule changes, MFR does have the right to modify the schedule in any respect, at any time, for any individual employee or category of employees. Unless the schedule change is due to a parent meetings/conferences, acts of God, inclement weather, or other unforeseeable emergencies, MFR will give at least fourteen (14) days notice of a schedule change.

Section 15. The parties agree to establish a Labor/Management Committee in an effort to review the overall relationship as it relates to issues that hinder the Head Start Educational process. An agenda will be mutually established and executed. Meetings will be held at least three (3) times during the school year, one meeting in October, January and April.

Section 16. If an employee misses time to attend class, time during which a substitute must be utilized in their absence (i.e. during class time when children are present), they must use benefit time (if available) to cover the time missed and a point will be assigned unless the discretionary time (i.e. personal time) had been approved in advance. Personal time used to cover an absence during which a substitute must be utilized will be paid but not excused (unless the time was approved in advance). Discretionary time in any form (i.e. personal time or discretionary vacation time) will not be approved for days during which mandatory training(s) are being held (with an exception for Family Medical Leave, Special Leave, Jury Duty or Bereavement Leave). If an employee misses time during which a substitute is not required to attend class benefit time must be used (if available), time will be paid and excused (no point will be assigned). If benefit time is not available, time is unpaid and unexcused (point will be assigned).

ARTICLE 33 -- PERFORMANCE STANDARDS AND STATE LICENSING

If any articles of this agreement are or become in conflict with the established Head Start performance standards or daycare licensing regulations, the rules and regulations published by the Department of Health and Human Services and/or the Michigan Department of Consumer and Industry Services shall take precedence.

ARTICLE 34 -- WAIVER

MFR and the Union acknowledge that all the agreements arrived at by them during the negotiations, concluded by this agreement, are set forth herein. This Agreement expresses the understanding of the parties and it will not be changed, modified, or varied, except by written instrument signed by duly authorized agents of the party hereto. There are no past practices which are binding upon the parties. MFR and the Union, for the life of this agreement, each voluntarily and qualified waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matters not specifically referred to or covered in this Agreement which were discussed during the negotiation of this Agreement.

ARTICLE 35 -- WAGES

See Appendix "B"

a. Definitions

For purposes of applying the wage schedule set forth above, the terms "related degree" or "degree in a related field" shall be defined as follows:

- 1) For Family Advocates, and Early Head Start FAs . A related degree or a degree in a related field means a degree in, or a concentration of study consisting of six (6) courses with a total of twenty-four (24) credits, in any of the following: Social Work, Social Services, Family Services, Family Studies, Behavioral Science, Sociology, Anthropology, Human Development, Psychology, Education including Special Education, Early Childhood Education or Child Development (subject to change per Federal and/or State requirements).
- 2) For Teacher Assistants, Teacher Assistant Rovers, Associate Teachers, Associate Teacher Rovers, Teachers and Teacher Rovers. "Related degree" or a "degree in a related field" means an Associates or Bachelors Degree in Early Childhood Education/Child Development (or) an Associates Degree or Bachelors Degree in any area with eight (8) courses with a total of thirty (30) credits in ECE/CD (subject to change per Federal and/or State requirements).

b. Promotions

When a bargaining unit member is promoted to a classification with a higher pay grade, he or she will receive a pay increase equal to the difference between the minimum hourly rate of his or her previous classification and the minimum hourly rate for the new position.

2. If, after January 1, 2019, MFR's funding source requires that MFR provide a cost of living increase to bargaining unit members, MFR shall pay the cost of living increase in the amount, and at the time, which the funding source requires. There shall be no other wage increases provided to bargaining unit members.

ARTICLE 36 -- TERMINATION OF AGREEMENT

The parties recognize that MFR's ability to comply with the terms and conditions provided for in this agreement are entirely dependent on its yearly federal grant. Therefore, MFR shall have the right to terminate this agreement at any time by giving the Union 60 days written notice of its intent to do so, provided that in any event this agreement will automatically terminate on May 31, 2021 without the necessity of providing any such notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by their respective authorized Agents.

Date: 11/2/18

**LOCAL 517-M SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO**

By: Andy Johnson
ANDY JOHNSON
(Print Name)

Its: LABOR RELATION SPECIALIST

Date: 11/05/2018

MICHIGAN FAMILY RESOURCES, INC.

By: R. Gutierrez
Rudy Gutierrez
(Print Name)

Its: BOARD PRESIDENT

APPENDIX A
PRIORITY HEALTH INSURANCE 2018-2019

Annual Deductible	
Single	\$1,000.00
Family	\$2,000.00
Benefit Reimbursement Percentage after Deductible is Met	90/10
Charges after the Deductible Subject to Co-Insurance	
Single	\$15,000.00
Family	\$30,000.00
Maximum Annual Co-Insurance Cap	
Single	\$1,500.00
Family	\$3,000.00
In-Network Out-of-Pocket Maximums:	
Single	\$2,500.00
Family	\$5,000.00
In-Network Co-Pays:	
Preventive Care Office Co-Pay	100%
Routine Office Call Co-Pay	\$25
Specialist Office Co-Pay	\$25
Chiropractic Spinal Manipulation – When Referred	\$50
Out-Patient Physical Therapy	\$50
In-Patient Mental Health & Substance Abuse	*100%
Out-Patient Mental Health & Substance Abuse	*\$25
Urgent Care Center Co-Pay	\$50
Emergency Room Co-Pay	*\$150
Ambulance Services	*90%
Routine Mammography	100%
Immunizations	100%
Diagnostic X-ray and Labs (office co-pay may apply)	*90%
Screening X-ray and Labs	100%
Allergy Injections	\$0
Allergy Testing	100%
Allergy Serum (Specialty Rx may require deductible/co-insurance)	100%
Durable Medical Equipment	80%
In-Patient Hospital & Surgical Services	*90%
Surgery – Reduction Mammoplasty or Male Mastectomy	*50%
Surgery – TMJ	*50%
Surgery – Orthoganthic	*50%
Surgery – Weight Reduction	*50%
(Above Surgeries Must Meet Medical Criteria)	
Drug Card Co-Pays (includes contraceptives)	
Generic Drugs – Tier 1	\$20
Formulary Brand Name Drugs – Tier 2	\$60
Non Formulary Brand Name Drugs – Tier 3	50%
Formulary High-Tech – Tier 4	Minimum
Non Formulary High-Tech – Tier 5	of \$80.00
	with a
	Maximum
	of \$100.00

* After the Annual Deductible has been met

APPENDIX "B"
WAGES

Bargaining unit members will receive wage increases as follows:

1. Effective the payroll period closest to September 1, 2018, the minimum hourly rate for bargaining unit positions shall be as follows (inclusive of the January, 2018 2.6% COLA increase and any Market Based Start Rate adjustments):

a. Minimum Wage Rates

- 1) Grade 10:
 - \$12.50 Site Aide
- 2) Grade 11:
 - \$12.50 Custodian
 - \$12.50 Food Service Staff
 - \$11.80 Teacher Assistant & Rover
(HS required and must be working on either CDA/AA/BA)*
 - \$12.32 Teacher Assistant & Rover (CDA Required)*
- 3) Grade 12:
 - \$14.25 Custodial/Maintenance Worker
 - \$13.25 Data Entry Clerk (HS Required w/1-2 yrs Experience)
 - \$14.25 Data Entry Clerk (HS w/3-5 yrs Exp or AA w/1-2 yrs Exp)
 - \$14.25 Lead Custodian
- 4) Grade 13:
 - \$15.25 Program Coordinator (AA Required w/1-2 yrs Experience)
 - \$16.25 Program Coordinator (BA Required w/1-2 yrs Experience)
- 5) Grade 14:
 - \$13.34 Associate Teacher & Rover (AA Req in any field)*
 - \$14.37 Associate Teacher & Rover (AA w/stated major in ECE/CD or AA in any field with minimum 30 credits in ECE/CD)*
 - \$14.37 Associate Teacher & Rover (BA Req in any field)*
 - \$15.39 Associate Teacher & Rover (BA w/stated major in ECE/CD or BA in any field with minimum 30 credits in ECE/CD)*
 - \$15.64 Family Advocate & EHS Home Visitor Family Advocate (AA Req in related field)*
 - \$16.68 Family Advocate & EHS Home Visitor Family Advocate (BA Req in related field)*
- 6) Grade 15:
 - \$16.93 Teacher & Rover (AA w/stated major in ECE/CD or AA in any field with minimum 30 credits in ECE/CD)*
 - \$21.04 Teacher & Rover (BA w/stated major in ECE/Cd or BA in any field with minimum 30 credits in ECE/CD)*

*REQUIREMENTS SUBJECT TO CHANGE

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