

MASTER AGREEMENT

between the

**Orchard View Service Employees
International Union,
SEIU**

and the

**Orchard View Schools
Board of Education
Muskegon, Michigan**

July 1, 2009 – June 30, 2011

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Agreement

The Orchard View Schools, hereinafter referred to as the "Employer," and the Orchard View Service Employees International Union (SEIU), Local 517M, AFL-CIO, CLC, hereinafter referred to as the "Union."

Article 1 Recognition

- A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- B. The term "employee" shall include all full-time and regular part-time head start facilitators, parent advocate, classroom assistants and nutritionists, bus aides, excluding supervisors, substitutes and all other employees.

Article 2 Board of Education Rights

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control the school's business, equipment, and the operations, and to direct the working forces and affairs of the Employer.
 - 2. Determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
 - 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees subject to the terms of this Agreement, transfer employees, assign work or extra duties to employees, job duties and content, determine the size of the work force, and to layoff employees.
 - 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work or changes, the institution of new and/or improved methods of change therein.
 - 5. Adopt reasonable rules and regulations which shall be uniformly applied to all employees within the bargaining unit.
 - 6. Determine the qualifications of employees, including physical fitness and conditions.
 - 7. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - 8. Determine the placement or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the employer shall not abridge any rights from employees as specifically provided in this Agreement.
 11. Determine the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
 12. Continue to have the right to establish, modify or change any condition.
 13. Monitor, establish and modify performance standards per rules and regulations and consistent with grants.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, country, district, or local laws or regulations as they pertain to education and the transportation of children in connection herewith. None of the provisions of this Article shall be applied in a manner inconsistent with any other provisions of this Agreement.

Article 3
Nondiscrimination

- A. The Employer and the Union shall not discriminate on the basis of race, religion, color, age, sex, marital status, national origin, or disability which does not affect the ability of an employee to perform assigned job duties.
- B. This article shall not be subject to the grievance procedure.

Article 4
Voluntary Deductions

- A. Employees hired before January 1, 2004, so desiring, may authorize payroll deductions for Union dues and political action contributions on an annual basis. Such dues will be forwarded on a monthly basis to the designated Union official. The Union shall reimburse the employer for administrative fees for making PAC deductions.
- B. Employees hired after January 1, 2004, shall pay Union dues or pay service fee. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union and pay a Service Fee to the Union equivalent to the amount of dues uniformly required of the members of the Union, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such Service Fee directly to the Union or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477 and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union under the procedures provided below:
 - 1. The procedure in all cases of non-payment of the Service Fee shall be as follows:
 - a. The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Union may request the Board of make such deduction pursuant to paragraph A above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the paraprofessional has remitted the service fee to the Union or authorized payroll deduction for same.
- C. Pursuant to *Chicago Teachers' Union v Hudson*, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Union bargaining unit members. The remedies set forth in that Policy shall be

exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- D. Due to certain requirements established in recent court decisions, the Union represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year.
- E. Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of dues, assessments, and contributions in the Union as established by the Union. Such authorization shall continue in effect until revoked. Pursuant to such authorization, the District shall deduct one-twentieth (1/20) of such dues, assessments and voluntary contributions for twenty (20) consecutive pay checks beginning in September of each year. The District agrees to promptly remit to the Union all monies so deducted, accompanied by a list of paraprofessionals from whom the deductions have been made.

Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Union or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions. The Union shall reimburse the Board for the administrative costs incurred in connection with making payroll deductions (not to exceed fifty (50) cents per contributor per calendar year) for bargaining unit member voluntary political contributions or deductions to the above funds. The Board shall submit the invoice directly to SEIU.

- F. The Union will certify at least annually to the District, the amount of said professional fees and the amount of service fees to be deducted by the District, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

The Union also agrees to furnish the District, upon request, with all information necessary for the District to review the legal sufficiency of the Union's procedures whereby non-members of the Union can challenge service fees established by the Union as well as with respect to the proper identification and allocation of Union expenditures which have been characterized by the Union as properly chargeable to bargaining unit members who do not choose to become members of the Union.

The Union promptly agrees to notify the District of any future litigation where an order has been issued preventing the Union from implementing its "Policy Regarding Objections to Political-Ideological Expenditures" or any successor policy pertaining to the same subject matter. In such event, the District shall have the right to suspend the involuntary wage deduction procedures, specified herein for non-Union bargaining unit members.

G. Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Union, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Union. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment. Required procedural due process shall be observed.

H. Save Harmless Clause - In the event of legal action against the Employer (including each Board member, administrator, or other District employee) brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel.

The Union agrees that in any action so defended, it will hold the District harmless from any liability for damages and costs imposed by a final judgment of a Court or administrative agency as a direct consequence of the District's compliance with this Article. The Union also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

I. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or maintain Union membership or otherwise financially support the Union as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the District and the Union.

Article 5
Seniority

- A. All new employees shall be required to serve a probationary period of 90 work days during which time the Employer retains the sole right to terminate such employees with or without cause or notice and without recourse to the grievance procedure under this Agreement. Upon completion of the 90 work days probationary period, the employee's seniority shall date back to the original date of hire. All absences during the period of probation shall extend the probationary period on a day for day basis. There shall be no seniority among probationary employees. Probationary employees shall be eligible for funeral leave per Article 7(2) and up to two (2) sick days per Article 7(1) during their probationary period
- B. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment as prescribed under this Agreement, except matters which involve discipline or employment termination, other than for Union activity.
- C. There shall be one (1) seniority list for each job classification consisting of both full-time and part-time employees in the job classification. The employer shall post the seniority list for each job classification on or before October 15 each year. The seniority list provided for each job classification shall be deemed to be accurate and binding upon the Union, Employer, and bargaining unit employees, unless the Union or an employee files a written objection to the seniority list within thirty (30) days of the date posted. Upon request of the Union or the Union Steward the Employer shall provide the Union with up to date seniority lists.

If an employee transfers or is promoted to another position within the bargaining unit, all of the employees prior years of service shall be credited for seniority in the newly held position.

- D. Seniority is defined from the most recent date of hire an employee has been employed by the Employer in a position covered by this Agreement. If employees have equal seniority, ties will be broken by giving preference to employees with the lowest last four (4) digits of their social security numbers.
- E. Seniority shall be broken for the following reasons:
1. If the employee quits or retires;
 2. If the employee is discharged for just cause;
 3. If the employee is absent two (2) consecutive workdays without properly notifying the Employer;
 4. If the employee fails to report to work within three (3) workdays after the scheduled return to work from a leave of absence, or within three (3) workdays after the scheduled return to work date after being recalled from a layoff; and
 5. If the employee is laid off or on unpaid leave of absence for a continuous period equal to the employee's accumulated seniority or eighteen (18) months, whichever is less.

Article 6
Layoff and Recall

- A. Employees will be laid off on the basis of job classification seniority, with employees who have the least amount of job classification seniority being laid off first, provided that employees who are being retained are capable and qualified of performing the available work and "meets expectations" on the employee's most recent evaluations.
- B. If layoff is to be in excess of five (5) work days, the Employer shall provide the employee and the Union with a written notice of the layoff at least seven (7) calendar days prior to such layoff. In the case of an emergency or other unforeseeable circumstance where the Employer does not know the need for a layoff more than seven (7) calendar days prior to such layoff, prior notice of layoff to the employee shall not be required.
- C. Employees will be recalled from layoff in line with job classification seniority in reverse order provided the laid off employee is capable and qualified to perform the duties of the position. If a laid off employee declines reinstatement or recall from layoff, or does not return to work within three (3) days of the date that he/she has been scheduled to report to work, the employee shall be deemed to have voluntarily resigned his/her employment, and the Employer's employment obligation to such laid off employee shall cease.
- D. Employees on lay off shall notify the Employer of any change of address and failure to do so by the employee shall constitute a waiver by the employee of his/her right to recall. In the event that a laid off employee finds other gainful employment and would not accept a recall from layoff, the employee shall promptly notify the Employer, in writing, and their name shall be withdrawn from the recall roster.
- E. All notices of recall from layoff shall be by certified mail, return receipt requested delivery, to the employee's last known address, at least one (1) week prior to the date that the employee is scheduled to return to work. A copy of all notices of recall shall be provided by the Employer to the Union.
- F. Employees who receive unemployment compensation during scheduled school breaks, i.e. summer, Christmas, spring breaks, and return for their regularly scheduled work shall have wages deducted by the amount of unemployment compensation received.
- G. Facilitators laid off more than five days may bump the least senior associate provided that:
 - 1. The laid off employee requests the bumping within two days of notice of layoff;
 - 2. The least senior associate works equivalent or fewer hours than the laid off employee; and
 - 3. The laid off employee is fully qualified and capable of performing the duties of the least senior associate.
 - 4. In such cases the facilitator will be paid at the associate's rate of pay.

Article 7
Vacancies and Transfers

- A. Notice of vacancies shall be posted on employee bulletin boards for five (5) working days. During the posting period, employees shall apply for the vacancy. Postings shall include the type of work, the starting date, the rate of pay, the hours to be worked and the classification. The best qualified applicant, as determined by the administration, shall be granted the position.
- B. Any employee temporarily transferred from his/her classification to another classification within the bargaining unit shall be paid either the rate of the position from which he/she is transferred or the pay rate of the position to which he/she is transferred, whichever is higher, after the fifth consecutive day in the position. An employee's hourly rate shall not be reduced if temporarily transferred.

Article 8
Disciplinary Procedure

- A. The Employer shall assess non probationary employee discipline based upon the nature and seriousness of the offense, as well as the prior disciplinary record of the employee, if applicable. Whenever such disciplinary action is contemplated, the employee, where circumstances permit, will be offered an interview to make the employee aware of such charges, including a description of the suspected misconduct and reference to the rule or rules, if specific Rules of Conduct are involved. During the interview, the employee will be given an opportunity to answer the charges for which he or she is being suspended or disciplined.
- B. Employees being spoken to concerning disciplinary action shall be entitled to Union representation during the interview, upon request provided it does not delay the meeting more than 24 hours. The interview will be held in a private office. A written grievance at Step 2, concerning termination of a non probationary employee must be filed within five (5) working days after the date of termination.

Article 9
Grievance Procedure

- A. A grievance is an alleged violation of an expressed term of this contract. No grievance may be filed as to:
 - 1. employment action involving probationary employees;
 - 2. employee evaluations;
 - 3. any matters for which there is an alternative administrative forum established by law or regulations;
 - 4. decisions that are within management's authority including but not limited to layoff, compliance standards, regulations or grants;
 - 5. job description or job content; or
 - 6. back pay more than 10 days prior to filing of the grievance.

Processing of a grievance shall take place outside work hours except as mutually agreed and shall not interfere with work.

B. "Days" shall be days the superintendent's office is open. Deadlines may be extended by mutual agreement in writing.

C. Grievance Steps:

Step 1.

An employee having a grievance shall present it orally to the Program Director within five (5) days of the alleged contractual violation. The Union Steward may be present.

Step 2.

If the grievance is not settled orally by the Program Director, the employee shall submit the grievance in writing to the Program Director within five (5) working days from the oral presentation. Forms are provided by the Union. The employee and the Steward shall sign the grievance. Probationary employees may not file written grievances.

Written grievances shall:

- a. be signed by the grievant or grievants and the Union Chairperson;
- b. be specific;
- c. contain a synopsis of the facts giving rise to the alleged violation;
- d. cite the section or subsections of this contract alleged to have been violated;
- e. contain the date of the alleged violation; and
- f. specify the relief requested.

Any written grievance not substantially in accordance with the above may be rejected as improper. Such rejection shall not extend the time limitations.

The Program Director shall give his/her decision in writing within five (5) working days. If the employee is not satisfied with the answer from the Program Director, a meeting will be held between the Program Director, grievant, Union Steward and/or Union Representative at a mutually agreeable time, but no later than fifteen (15) working days following receipt of the Program Director's decision to the employee. The Program Director and the Business Representative will discuss the grievance and try to reach a satisfactory settlement. If a satisfactory settlement cannot be reached, the grievance then may be appealed to Step 3 of the Grievance Procedure.

Step 3.

Within five (5) days of the Program Director's denial of the grievance, the grievance may be appealed to the Community Education Director. A meeting will be held between the Community Education Director, grievant, Union Steward and/or the Union Representative within five (5) days of the request. Within five (5) days of the meeting, the Community Education Director will issue his/her decision.

Step 4.

Any appeal of a decision rendered by the Community Education Director shall be filed with the Superintendent within five (5) days of the denial. The Superintendent shall meet with the grievant, Union Steward and/or Union Representative at a time mutually agreeable to them, but in no event later than thirty (30) calendar days upon receipt of the appeal. The Union's appeal shall be in writing and state the reason or reasons why the Community Education Director's decision was not satisfactory. The Superintendent shall render his/her decision within ten (10) working days of said meeting.

Step 5

Any appeal of a decision rendered by the Superintendent shall be filed with the Board of Education within five (5) days of the denial. The Board shall meet with the grievant, Union Steward, and or Union Representative at a time mutually agreeable to them, but in no event later than thirty (30) calendar days upon receipt of the appeal. The Union's appeal shall be in writing and state the reasons why the Superintendent's decision was not satisfactory. The Board shall render its decision within ten (10) working days of said meeting.

If the Union is not satisfied with the Board of Education's disposition of the grievance, the parties may request within ten (10) working days of the Board's decision, a State Mediator through the Michigan Department of Consumer and Industry Services, Bureau of Employment Relations to listen to the grievance concern and to recommend possible solutions.

Mediation shall be conducted in accordance with such rules as may be established by the mediator provided that the mediator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal state law or regulation.

Following mediation, the Superintendent may refer the grievance and/or mediation results to the Board of Education for its consideration. At a meeting of the Board, the Union and administrators, in such case, shall have the opportunity to present the matter to the Board of Education.

Step 6

In the event the dispute shall not have been satisfactorily settled under Step 5, the Union shall within fifteen (15) business days submit to the Program Director a written request for arbitration.

1. If the Union requests arbitration, the parties shall choose an arbitrator by selecting an appropriate arbitrator(s), agreed upon by both the SEIU and Orchard View Head Start.

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 decisions, which shall be final and binding upon both parties and the employees, except that the arbitrator shall not have the 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 of the cost of the Arbitrator.

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 the Employer acted arbitrarily or capriciously in its issuance. For purposes of the Agreement, the Employer will not be deemed to have acted arbitrarily or capriciously so long as the Employer had reasonable grounds for concluding that the conduct upon which the discipline or discharge is based actually occurred.

- D. The time limits set forth in the procedure shall be strictly adhered to and the failure to process the grievance from one step to the next shall be a withdrawal of the grievance with prejudice and not subject to further processing. If the employer does not timely respond the grievance may be moved to the next step.

Article 10 Hours and Work Week

- A. No later than September 1, each year employees will be notified of any changes in their work hours or workweek. If the employees' regular hours are changed during the work year they will be provided ten (10) days advance notice. Nothing shall prevent the employer rescheduling employee hours on a temporary basis in case of extenuating circumstances.
- B. Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in one (1) workweek.
- C. All overtime or time worked in excess of the employees normal schedule must be approved in writing, prior to working, by the Program Director or designee. An employee will be expected to work overtime hours as assigned by his/her supervisor to meet the needs of the district. Volunteers will be sought first.
- D. Employees who are required to eat lunch with children shall be paid for that lunch period.
- E. All employees shall receive one (1) fifteen (15) minute paid on site break for each four (4) hours worked. All breaks shall be scheduled by the Program Director. Facilitators may not take breaks during classroom time.

Article 11 Leaves of Absence

- A. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- B. Eligible employees working at least 1250 hours in the previous year from that date, shall be granted leaves as provided by the Family Medical Leave Act and the district's policy for up to twelve (12) weeks. Accumulated paid leave time shall be taken concurrently with FMLA. Employees who voluntarily fail to return to work upon exhaustion of FMLA shall reimburse the district the cost of insurance benefits paid while on FMLA.

- C. All reasons for leaves of absence shall be in writing, stating the reason for the request, the approximate length of leave requested, and any medical verification required.
- D. An unpaid leave of absence for sickness or disability of one school year (September to June) shall be granted for employees with at least two years of service with thirty (30) days prior notice.
- E. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.
- F. Employees returning from leave of absence will be placed in a vacant position in the former classification provided the returning employee is qualified and capable of performing duties of the position.
- G. The Employer shall grant up to twenty (20) hours of unpaid union leave per year. (July 1 to June 30). Not more than two employees will be granted such leave at one time. Union leave shall be requested at least five (5) days in advance. If the Employer is unable to obtain a substitute, union leave may be denied. The union shall reimburse the Employer the cost of the substitute.

Article 12
Paid Leave

Section 1 - Sick Leave

- A. Seniority Employees will be entitled to 1/2 day (1/2) paid sick day for each month worked, to a maximum accumulation of twelve (18) days, provided that the employee actually works 75% of the scheduled work days.
- B. Sick leave may be used for employee's illness, disability, medical, dental or optical appointments which cannot be scheduled outside work hours and attending funerals not covered by bereavement leave. Sick leave shall be granted when an employee is exposed to a contagious disease and a physician recommends that the employee's presence at work would jeopardize the health of others.
- C. Employees may be required to provide medical verification of illness of more than three (3) days, in cases of a pattern of absenteeism or suspected misuse. Employees may be required, at the Employer's discretion, to provide a physician statement confirming the ability to return to work. Misuse of sick or personal business days shall result in disciplinary action.
- D. Each year the seniority employees will be credited two (2) personal business days. Personal business leave may not be used for recreation, shopping or other employment and is intended for business which can not take place outside work hours. In the absence of an emergency or other unforeseeable circumstance, such requests shall be submitted to the Employer in writing, for approval, at least three (3) days in advance of the requested time off, or in any event, as soon as possible.
- E. Sick and personal business days shall be prorated based upon the employee's scheduled work hours.

Section 2 - Funeral Leave

- A. Seniority employees shall be granted up to five (5) paid leave days, when a member of the employee's immediate family dies. Such leave is not charged against sick leave accumulations. Immediate family members include: Spouse and children.
- B. Leaves of up to three days may be granted due to the death of: Stepbrother, Stepsister, Grandmother, Grandfather, Father, Mother, Stepfather, Stepmother, Stepchild, Brother, Sister, Father-in-law, Mother-in-law, Sister-in-law, Brother-in-law, Daughter-in-law, Son-in-law, Grandchild, other long-term resident of the immediate family.
- C. Leaves not to exceed one day may be granted because of the death of another family member, including: Uncle, Aunt, Niece, Nephew, first cousin.
- D. The Community Education Director may make exceptions to these standards when unusual circumstances exist.

Section 3 - Jury Duty

Employees requested to appear for jury qualification or service shall receive their normal pay from the Employer for such time lost as a result of such appearance or service, less any compensation for such jury service. Employees shall report to work if released early or not required to attend jury duty.

Article 13 Vacations

Seniority employees may use three vacation days, seniority expansion employees may use four vacation days, with written approval by the Program Director, except on days when school is in session or on training days. Request for vacation days will be made one week in advance.

Article 14 Inclement Weather

In the event that the facilities are closed due to inclement weather or other acts of God, the employees shall not be required to report to work and shall receive their regular pay for the first two days for the employee's regular daily hours. Any additional days shall be unpaid and if required to be made up, the employee shall be paid on the make up day(s).

Article 15 Bulletin Boards

- A. The Employer shall provide a bulletin board space at each Employer-owned facility for the benefit of the Union.
- B. The Union agrees that it shall not post anything derogatory or detrimental to the Employer. The Union also agrees that all materials posted by the Union shall be signed by the Bargaining Union Chairperson or designee.

Article 16
No Strike/No Lockout

- A. Union officials, Union members, individually and collectively, shall not, under any circumstances during the life of this Agreement, encourage, condone, cause, authorize or take part in any work stoppage, sit-down, stay-in, slow-down, strike, or any curtailment of work at the Employer's facilities.
- B. If any employees take part in any activity in violation of the above provision, any such action shall be cause for discharge or other discipline as established by the Employer. An employee who believes that discharge or other discipline by the Employer concerning him was not justified, shall have recourse to the appropriate grievance procedure.
- C. If any employee or employees represented by the Union should violate this Article, the Union will take positive measures to effect a prompt resumption of work.
- D. The Employer agrees that, in consideration for the performance by the Union of its responsibilities herein defined, there will be no lock-out during the life of this Agreement.

Article 17
Insurance

- A. For seniority employees who work thirty (30) hours per week or more and the scheduled program year (i.e. student calendar and set up/home visits and clean-up weeks) (September 1 to August 31) shall be eligible to receive Board contribution toward current single subscriber health insurance premium only up to \$370.00 per month for twelve (12) months. If the premium cost exceeds the Board's contribution the employee shall, through payroll deduction, pay the balance of the premium cost.
- B. For seniority employees who work thirty (30) hours per week or more the scheduled program year and who elect not to take the current single subscriber district health insurance are eligible to receive cash in the Lieu of \$100.00 per month.
- C. If health insurance premium costs increase beyond \$370.00 per month after July, 2007 and the Board receives quality improvement funds or other options, either party may request insurance re-opener regarding health insurance premium costs.

Article 18
Mileage Reimbursement

Employees who use their personal vehicle when required by the employer, (for example, home visits or mandated meetings), shall be reimbursed at the same rate approved by the Employer for other employees of the District, provided that a mileage record is submitted to the Employer in accordance with procedures established by the Employer.

Article 19
Retention

- A. Retention is based on the number of years with the Orchard View Head Start program related to Head Start staff seniority.
- B. SEIU Head Start employees who have completed a minimum of five (5) years of employment by July 1st of the operating year would be eligible for retention.
- C. Five (5) years would equal \$100 with \$20 a year added for each consecutive year worked in the Head Start program. The lump sum would be paid in the last paycheck of the operating year for employees completing a year. Expansion employees would be paid at the same time.
- D. Fourteen (14) years would result in a \$100 a year increase with \$100 a year added for each consecutive year worked in the Head Start program. The lump sum would be paid in the last paycheck of the operating year for employees completing a year. Expansion employees would be paid at the same time.

Article 20
Copies of Contract

The Employer agrees to provide each bargaining unit employee with a copy of this Agreement.

Article 21
Termination and Modification

- A. If either party desires to modify or terminate this Agreement, it shall do so ninety (90) calendar days prior to the termination date given written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- B. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union.
- C. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives 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 by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such

subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- D. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the school district and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.
- E. If any section, sentence, 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 void and all other sections of this Agreement and Letters of Understanding shall remain in full force and effect during the term of this Agreement.

Article 22
Miscellaneous

- A. Employees have thirty (30) days after earning a degree to turn in an official transcript with degree stamp or a copy of the degree certificate. Only the official transcript or degree certificate will be accepted, in order to move to the higher pay scale. The maximum retroactive period is thirty (30) days.
- B. In the event that a mistake is made on an employee's payroll check, it will be corrected within forty eight (48) hours of when it is brought to the employer's attention, if the mistake is \$100.00 or more; and no later than the following pay period if the mistake is less than \$100.00.

Article 23
Duration

This Agreement shall be effective as of July 1, 2009, and shall continue in effect until the 30th day of June 30, 2011.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this ____ day of September, 2009.

For The Employer:

For The Union:

Orchard View Superintendent

SEIU Head Start Representative

Orchard View Board President

SEIU Representative

Head Start 2009-10

This is the worksheet with increases to adjust to Wage Comparability with 1.15% step increase

		% Increase to Base	1.055	1.055	\$ Diff
		Current	Contract	Contract	

		% Increase to Base	1.055	1.055	\$ Diff
		Current	Contract	Contract	

		% Increase to Base	1.055	1.055	\$ Diff
		Current	Contract	Contract	

		% Increase to Base	1.075	1.075	\$ Diff
		Current	Contract	Contract	

Facilitators	Years	% Increase to Base	1.055	1.055	\$ Diff
Base		Current	Contract	Contract	
Base		11.37	10.78	0.59	
1+		11.50	10.90	0.60	
2+		11.63	11.03	0.60	
3+		11.76	11.16	0.60	
4+		11.90	11.29	0.61	
5+		12.04	11.42	0.62	
6+		12.18	11.55	0.63	
7+		12.32	11.68	0.64	
8+		12.46	11.81	0.65	
9+		12.60	11.95	0.65	
10+		12.74	12.09	0.65	
11+		12.89	12.23	0.66	
12+		13.04	12.37	0.67	
13+		13.19	12.51	0.68	

High School	Years	% Increase to Base	1.055	1.055	\$ Diff
Base		Current	Contract	Contract	
Base		9.16	8.68	0.48	
1+		9.26	8.78	0.48	
2+		9.37	8.88	0.49	
3+		9.48	8.98	0.50	
4+		9.59	9.08	0.51	
5+		9.70	9.18	0.52	
6+		9.81	9.29	0.52	
7+		9.92	9.40	0.52	
8+		10.03	9.51	0.52	
9+		10.15	9.62	0.53	
10+		10.27	9.73	0.54	
11+		10.39	9.84	0.55	
12+		10.51	9.95	0.56	
13+		10.63	10.06	0.57	

Parent	Years	% Increase to Base	1.055	1.055	\$ Diff
Base		Current	Contract	Contract	
Base		9.42	8.93	0.49	
1+		9.53	9.03	0.50	
2+		9.64	9.13	0.51	
3+		9.75	9.23	0.52	
4+		9.86	9.34	0.52	
5+		9.97	9.45	0.52	
6+		10.08	9.56	0.52	
7+		10.20	9.67	0.53	
8+		10.32	9.78	0.54	
9+		10.44	9.89	0.55	
10+		10.56	10.00	0.56	
11+		10.68	10.12	0.56	
12+		10.80	10.24	0.56	
13+		10.92	10.36	0.56	

Bus Aides	Years	% Increase to Base	1.075	1.075	\$ Diff
Base		Current	Contract	Contract	
Base		8.49	7.90	0.59	
1+		8.59	7.99	0.60	
2+		8.69	8.08	0.61	
3+		8.79	8.17	0.62	
4+		8.89	8.26	0.63	
5+		8.99	8.35	0.64	
6+		9.09	8.45	0.64	
7+		9.19	8.55	0.64	
8+		9.30	8.65	0.65	
9+		9.41	8.75	0.66	
10+		9.52	8.85	0.67	
11+		9.63	8.95	0.68	
12+		9.74	9.05	0.69	
13+		9.85	9.15	0.70	

Facilitators	Years	% Increase to Base	1.075	1.075	\$ Diff
Base		Current	Contract	Contract	
Base		12.33	11.47	0.86	
1+		12.47	11.60	0.87	
2+		12.61	11.73	0.88	
3+		12.76	11.86	0.90	
4+		12.91	12.00	0.91	
5+		13.06	12.14	0.92	
6+		13.21	12.28	0.93	
7+		13.36	12.42	0.94	
8+		13.51	12.56	0.95	
9+		13.67	12.70	0.97	
10+		13.83	12.85	0.98	
11+		13.99	13.00	0.99	
12+		14.15	13.15	1.00	
13+		14.31	13.30	1.01	

Associates	Years	% Increase to Base	1.075	1.075	\$ Diff
Base		Current	Contract	Contract	
Base		9.93	9.24	0.69	
1+		10.05	9.35	0.70	
2+		10.17	9.46	0.71	
3+		10.29	9.57	0.72	
4+		10.41	9.68	0.73	
5+		10.53	9.79	0.74	
6+		10.65	9.90	0.75	
7+		10.77	10.01	0.76	
8+		10.89	10.13	0.76	
9+		11.02	10.25	0.77	
10+		11.15	10.37	0.78	
11+		11.28	10.49	0.79	
12+		11.41	10.61	0.80	
13+		11.54	10.73	0.81	

Parent	Years	% Increase to Base	1.055	1.055	\$ Diff
Base		Current	Contract	Contract	
Base		10.02	9.50	0.52	
1+		10.14	9.61	0.53	
2+		10.26	9.72	0.54	
3+		10.38	9.83	0.55	
4+		10.50	9.94	0.56	
5+		10.62	10.05	0.57	
6+		10.74	10.17	0.57	
7+		10.86	10.29	0.57	
8+		10.98	10.41	0.57	
9+		11.11	10.53	0.58	
10+		11.24	10.65	0.59	
11+		11.37	10.77	0.60	
12+		11.50	10.89	0.61	
13+		11.63	11.02	0.61	

Nutritional	Years	% Increase to Base	1.075	1.075	\$ Diff
Base		Current	Contract	Contract	
Base		8.84	8.22	0.62	
1+		8.94	8.31	0.63	
2+		9.04	8.41	0.63	
3+		9.14	8.51	0.63	
4+		9.25	8.61	0.64	
5+		9.36	8.71	0.65	
6+		9.47	8.81	0.66	
7+		9.58	8.91	0.67	
8+		9.69	9.01	0.68	
9+		9.80	9.11	0.69	
10+		9.91	9.21	0.70	
11+		10.02	9.32	0.70	
12+		10.14	9.43	0.71	
13+		10.26	9.54	0.72	

Facilitators	Years	% Increase to Base	1.100	1.100	\$ Diff
Base		Current	Contract	Contract	
Base		14.37	13.06	1.31	
1+		14.53	13.21	1.32	
2+		14.70	13.36	1.34	
3+		14.87	13.51	1.36	
4+		15.04	13.67	1.37	
5+		15.21	13.83	1.38	
6+		15.38	13.99	1.39	
7+		15.56	14.15	1.41	
8+		15.74	14.31	1.43	
9+		15.92	14.47	1.45	
10+		16.10	14.64	1.46	
11+		16.29	14.81	1.48	
12+		16.48	14.98	1.50	
13+		16.67	15.15	1.52	

Associates	Years	% Increase to Base	1.100	1.100	\$ Diff
Base		Current	Contract	Contract	
Base		10.66	9.69	0.97	
1+		10.78	9.80	0.98	
2+		10.90	9.91	0.99	
3+		11.03	10.02	1.01	
4+		11.16	10.14	1.02	
5+		11.29	10.26	1.03	
6+		11.42	10.38	1.04	
7+		11.55	10.50	1.05	
8+		11.68	10.62	1.06	
9+		11.81	10.74	1.07	
10+		11.95	10.86	1.09	
11+		12.09	10.98	1.11	
12+		12.23	11.11	1.12	
13+		12.37	11.24	1.13	

Parent	Years	% Increase to Base	1.180	1.180	\$ Diff
Base		Current	Contract	Contract	
Base		12.10	10.25	1.85	
1+		12.23	10.37	1.86	
2+		12.37	10.49	1.88	
3+		12.51	10.61	1.90	
4+		12.65	10.73	1.92	
5+		12.80	10.85	1.95	
6+		12.95	10.97	1.98	
7+		13.10	11.10	2.00	
8+		13.25	11.23	2.02	
9+		13.40	11.36	2.04	
10+		13.55	11.49	2.06	
11+		13.71	11.62	2.09	
12+		13.87	11.75	2.12	
13+		14.03	11.89	2.14	

Parent	Years	% Increase to Base	1.250	1.250	\$ Diff
Base		Current	Contract	Contract	
Base		13.64	10.91	2.73	
1+		13.79	11.04	2.75	
2+		13.95	11.17	2.78	
3+		14.11	11.30	2.81	
4+		14.27	11.43	2.84	
5+		14.43	11.56	2.87	
6+		14.60	11.69	2.91	
7+		14.77	11.82	2.95	
8+		14.94	11.96	2.98	
9+		15.11	12.10	3.01	
10+		15.28	12.24	3.04	
11+		15.46	12.38	3.08	
12+		15.64	12.52	3.12	
13+		15.82	12.66	3.16	