

**Santa Cruz Community Counseling Center
Head Start / State Pre-K Program
SCCCC**

and

**Service Employees International Union, CTW-CLC
Local 521**



**Memorandum of Understanding
July 1, 2011 - June 30, 2014**

**Santa Cruz Community Counseling Center
Head Start/State Pre-K Program
And
SEIU 521**

Memorandum of Understanding

Article 1, Agreement

This agreement is entered into between the Santa Cruz Community Counseling Center, Head Start/State Pre-K Program (hereinafter referred to as the "Agency") and Service Employees International Union, Local 521 CTW-CLC, (hereinafter referred to as the "Union").

RELATIONSHIP AFFIRMATION

The Union recognizes its obligation to cooperate with Santa Cruz Community Counseling Center, Head Start/State Pre-K Program to assure maximum service of the highest quality and efficiency to the clients consistent with its obligations to the workers it represents. Santa Cruz Community Counseling Center, Head Start/State Pre-K Program and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

Article 2, Recognition

- A. The Agency recognizes the Union as the exclusive representative of all employees in the "Head Start/State Pre-K Staff Bargaining Unit" as certified by the NLRB for the purposes of collective bargaining in respect to wages, hours or other conditions of employment.
- B. The Head Start/State Pre-K bargaining unit shall consist of all full-time and regular part-time employees in the following classifications: Teacher Aide, Teacher Assistant, Teacher Assistant I, Teacher, Teacher I, Teacher II, Teacher III, Family Service Worker, Family Service Worker I, Family Service Worker II, Program Assistant I, Program Assistant II, Program Assistant III, Receptionist, Bus Driver (excluding Head Bus Driver), Maintenance I, Maintenance II, Maintenance III, Family Advocate, and Family Advocate I employed by the Agency at its Head Start/State Pre-K facilities in Santa Cruz County, California, excluding all managerial, supervisory and confidential employees as defined in the National Labor Relations Act. Employees who work as substitutes in the above positions shall become members of the bargaining unit the pay period after completing 400 hours between August 1st and July 31st of any year. Once a substitute has satisfied this threshold, they shall be considered in the bargaining unit.

Article 3, Federal Regulation of Head Start/ State Regulation of State Pre-K Programs

Head Start is a federally regulated, federally funded program serving low-income children from birth to age five, pregnant women and their families. Program operations must comply with Head Start Program Performance Standards, Child Care Food Program regulations, State Division of Child Care Facility Licensing requirements, as well as other applicable federal, state

and local rules, regulations and laws. State Pre-K is a State funded preschool/literacy program serving 4 year olds. Program regulations include State requirements through Department of Education Childcare Division and State Licensing Requirements. As such, to the extent there is a conflict between any provision in this agreement and any applicable regulatory requirement, the regulatory requirement shall take precedence.

Article 4, Union Representation

Section 1 Stewards:

- A. The Union shall be entitled to designate four (4) stewards, at least one of which is located at a worksite in North County, to represent members of the bargaining unit.
- B. The Agency shall allow stewards paid release time to represent employees in the grievance or appeal process specified in Articles 6 and 12 of this Agreement, excluding prep time. A steward shall also have paid release time and may represent an employee in interviews where there is a reasonable expectation that disciplinary action may follow. To the extent possible, meetings described in this paragraph shall be scheduled on Mondays or non-class time.
- C. The Union shall provide the Agency with the names of Union Stewards within thirty (30) days of the execution of this Agreement and within thirty (30) days of any changes in the designated Stewards.

Section 2 Bulletin Boards:

The Union shall be provided space on Head Start/State Pre-K staff bulletin boards which does not interfere with the Agency's/Program's official use of the bulletin board. The Union may install and maintain a separate bulletin board in the kitchen of the Admin building, and in the training rooms at Starlight and Natural Bridges. Only informational material and meeting notices may be posted. No derogatory, inflammatory, or political materials may be posted.

Section 3 Union Orientation

The Agency will provide to new unit employees written information regarding the Union as part of the new employee orientation. An on-duty union steward will have fifteen (15) minutes at the end of the Employer's regular orientation to make a presentation to new bargaining unit members.

Section 4 Union Access:

With prior notice to the Head Start/State-Pre-K Director, authorized Union representatives shall have access to Agency employees during off-duty time in the non-work areas of Agency facilities for the purpose of conducting Union business. With prior notice to the appropriate Manager, brief, incidental contacts to distribute notices/information, etc. will be allowed during work time only if there is no disruption of work.

Section 5 Negotiations:

Two Union members shall be allowed a reasonable amount of paid release time off for negotiation sessions scheduled with the Agency's designated representatives, including reasonable time to negotiate a successor contract. The Union shall notify the Head Start/State Pre-K Director in advance of the meeting of the specific members who will be in attendance. Union members shall obtain permission through supervisory channels before leaving their work or work locations. To the extent possible, meetings described in this paragraph shall be scheduled on Mondays or non-class time.

Section 6 Notification of New Employees:

The Agency will provide the Union with notice of new employees, name and address, who are hired into bargaining unit classifications at the first of the month following the employee's receipt of their first paycheck.

Section 7 Union Business:

With the exception of release time authorized in this Agreement, no union business shall be conducted during time in which the employee is being paid by the Agency, with the exception of break times. Union stewards and other bargaining unit employees may receive phone calls or messages from Union representatives on their lunch or break time.

Article 5, Non-Discrimination

The parties shall treat all employees in employment matters without regard to race, color, religion, creed, gender, age (over forty), national origin, ancestry, disability, family care status, legally protected medical conditions, medical condition, marital status, veteran status, any other non-merit factor unrelated to job duties, sexual orientation or Union activity.

Article 6, Discipline and Discharge

Section 1 Discipline Process:

The Agency shall have the right to discharge, suspend, and/or take any disciplinary action against an employee for just cause. If the employee believes such action was taken without cause the matter may be appealed as provided herein. These disciplinary procedures do not apply to probationary employees. Discipline may progress through the various steps or may begin at any step, depending upon the seriousness of the infraction. This process supersedes the procedures established in the Personnel Policies for discipline, with the exception for the reasons for termination listed below and paid administrative leave in policy 265. The timelines specified in Article 6 may be extended by mutual agreement of the parties.

In general, the process is as follows:

Verbal Warning - in which performance deficiencies are verbally explained to the employee and suggestions for improvement made. The conversation is documented in the form of a Warning Notice in the employee's personnel file.

Written Warning - in which an employee receives a written notice documenting the performance problem with a copy to the employee's personnel file. The reprimand will be presented to the employee in the form of a Warning Notice and will be placed in the employee's personnel file.

Special Evaluation - a process by which employees are placed on special evaluation for up to a three month period during which the employee is given a written evaluation which specifies performance standards which must be met in order to demonstrate satisfactory performance. The supervisor will work with the employee to create a performance improvement plan. The special evaluation period may be extended by mutual agreement between the employee and the supervisor for up to two months. If improvement is not achieved, the Agency can proceed with further discipline, up to and including termination at any time.

Termination - in which the employee is terminated for cause. Employees who engage in misconduct, as outlined in Agency Personnel Policy 260 (Gross Misconduct) or who violate Policy 255(Ethical Guidelines) or Policy 370 (Drug and Alcohol Free Workplace) may be subject to immediate termination without prior use of progressive discipline. The termination will be presented to the employee in the form of a Termination Notice and be placed in the employee's Head Start/State Pre-K and Agency Personnel File.

Section 2 Termination Notices:

Termination Notices shall be provided to the employee personally or via certified mail and shall include:

- a. The nature of the disciplinary action.
- b. The effective date of the disciplinary action.
- c. A summary of the employee's action or offense that resulted in this disciplinary action.
- d. A statement advising the employee of his/her right to appeal.

The Union shall also be provided written notice of the above information via fax and regular mail.

The Head Start/State Pre-K Director shall not present a Head Start/State Pre-K termination to the Head Start/State Pre-K Parent Policy Council for bargaining unit members if the Director is directly involved in the disciplinary action. Direct involvement does not mean approval of the disciplinary action.

Section 3 Disciplinary Appeal:

Disciplinary appeals not filed within the timelines specified herein shall be considered dropped.

- a. Minor Discipline

In cases of verbal or written warning or special evaluation (minor discipline) the affected employee shall have the right of appeal up through the Head Start/State Pre-K Director.

Step 1 - An employee who has received minor discipline from a supervisor may appeal to his/her Manager within ten (10) working days from the imposition of the discipline. The appeal must be submitted in writing and contain the following:

1. Name of the employee;
2. Name of the supervisor;
3. Type of discipline imposed;
4. Date the discipline was imposed;
5. Reasons why the employee believes the discipline is inappropriate;
6. Corrective action desired;
7. Name of any person or representative chosen by the employee to participate in the disciplinary appeal hearing; and
8. Indication of whether the employee desires to participate in optional conflict resolution with his/her supervisor facilitated by an outside consultant prior to processing the disciplinary appeal.

Upon receipt of the written appeal, the Manager shall meet with the employee and his/her representative (if a representative was requested by the employee), the immediate supervisor, and others as the Manager deems appropriate, and within ten (10) working days shall prepare a written decision to either uphold, repeal or amend the disciplinary action and the state basis for the decision.

Step 2 - If the employee remains dissatisfied with the decision of his/her Manager, that decision may be appealed in writing to the Head Start/State Pre-K Director within ten (10) working days of receiving his/her Manager's decision. The Head Start/State Pre-K Director will consider all aspects of the appeal, gathering information from others as he/she deems necessary, including the employee and his/her representative, and shall render a final written decision within ten (10) working days of receipt of the appeal.

b. Termination Appeal

Step 1 - An employee who has been terminated may appeal the decision to the Head Start/State Pre-K Director, or his/her designee within ten (10) working days from the imposition of the discipline. The appeal must be submitted in writing and contain the following:

1. Name of the employee;
2. Name of the supervisor;
3. Date of termination;
4. Reasons why the employee believes termination is inappropriate;
5. Corrective action desired; and
6. Name of any person or representative chosen by the employee to participate in the disciplinary appeal hearing.

Upon receipt of the written appeal, the Head Start/State Pre-K Director or his/her designee, shall meet with the employee and his/her representative (if a representative was requested by the employee), the immediate supervisor, and others as the Director deems appropriate, and within 10 working days the Director shall prepare a written decision to either uphold, repeal or amend the disciplinary action and state the basis for the decision.

Step 2 - If the employee remains dissatisfied with the decision of the Head Start/State Pre-K Director or his/her designee, within ten (10) working days of receiving the Head Start/State Pre-K Director's decision, the employee may file a written appeal with the Executive Director of the Santa Cruz Community Counseling Center. The Executive Director will consider all aspects of the appeal, gathering information from others as he/she deems necessary, including the employee and his/her representative, and shall render a final written decision within ten (10) working days.

Step 3 - If the employee remains dissatisfied with the decision of Executive Director, that decision may be appealed in writing to a third party hearing officer within ten (10) working days of receiving the Executive Director's decision. Once notice of appeal to a hearing officer is received by the Executive Director, the parties shall meet to select a mutually agreeable hearing officer who shall be a party neutral to the dispute, possessing legal training to conduct a fair and impartial disciplinary appeal hearing.

a. Hearing Officer Process:

1. The Hearing Officer shall hold a hearing, receive evidence and prepare written findings supporting his/her decision.
2. All efforts shall be made to schedule the hearing within 30 days of the notice of appeal.
3. Either party may record the hearing at their own expense. Should any party prepare a transcript, they shall bear the expense of the transcript preparation and shall provide a copy to the other side for no fee.
4. Upon mutual agreement, the Agency and the Employee and/or his/her representative may submit briefs to the hearing officer in lieu of a hearing.
5. The hearing officer's expenses shall be borne equally by the parties. Each party shall bear the cost of its own representation.
6. By written agreement of the Agency's Executive Director and the Union, the parties may mutually agree to an expedited hearing process to supersede these procedures.

b. Evidence:

1. Parties may furnish relevant evidence to the Hearing Officer. Relevant evidence shall be of the sort that a reasonable person would rely upon to understand the issues in the case. Formal rules of evidence do not apply.

c. Findings:

1. The Hearing Officer shall prepare a written decision, which makes findings of fact and includes a recommendation to affirm, modify or overturn the disciplinary action.

2. The decision of the Hearing Officer cannot add to, subtract from or modify this Agreement or the Personnel Policies of the Agency or Head Start/State Pre-K or the Head Start/State Pre-K regulations.

The report shall be filed as soon as possible after conclusion of the hearing and be sent to the Executive Director who shall forward the decision to the employee, the Union, the Agency Board, the Head Start/State Pre-K Director and to any other Head Start/State Pre-K Manager from whose action the appeal was taken.

d. Finality:

1. The Hearing Officer shall retain jurisdiction to reconsider his/her decision to resolve any ambiguities or inconsistencies in the decision, including an allegation that the decision is inconsistent with State or Federal law. Either party seeking reconsideration of the Hearing Officer's decision must file such a request with the Hearing Officer within ten working days of the service of his/her decision and serve the request on the other party. In the event no request for reconsideration is filed within the time period specified above, the decision of the Hearing Officer shall be final.

Probationary Employees

The Agency and Union mutually agree that Probationary employees are at will and that probationary dismissals are not subject to appeal.

Employees who are dismissed from probation shall, upon request, be provided with an explanation as to the general reasons for dismissal and advice as to how they can improve performance in the future.

Article 7, Agency Shop

Represented employees shall either join the Union or pay a service fee reflecting the cost of representation.

Section 1 Union Membership or Fair Share:

During the term of this Agreement, employees shall be required as a condition of employment to do one of the following:

- (1) Employees who are employed on the effective date of this Agreement shall become members of the Union.
- (2) New employees hired subsequently shall, not later than the thirty-first (31) day following the commencement of their employment, become and remain members in good standing. (Membership in good standing is defined to mean the tender of periodic dues as required by the Union as a condition of acquiring and retaining membership).
- (3) Pay to the Union a fair share fee as determined by the Union, which does not exceed the amount of its standard initiation fee, periodic dues, and general assessment, as allowed by law.

Section 2 Indemnity:

The Union will indemnify and hold harmless the Agency from any liability arising out of the implementation and administration of the Agency Shop provision.

Section 3 Enforcement:

Upon receiving notice from the Union that an employee has not complied with the requirements set forth in this Article, the Agency shall terminate employment of such employee within thirty (30) calendar days, unless thereafter, the employee complies with those requirements within said time period of thirty (30) calendar days.

Section 4 Religious Exemption:

The Union shall also establish alternative procedures for employees who are members of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting an employee organization to make alternative charitable contributions.

Section 5 Payroll Deduction:

Union dues or service fees shall be deducted from employees' salary through a payroll deduction and remitted to the Union monthly provided the employee signs a dues deduction authorization.

Section 6 C.O.P.E.:

The Agency shall withhold political action fund deductions (C.O.P.E.) received from those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization form. All funds shall be remitted to the Union, in a check separate from dues in the same manner as Union dues.

Article 8, Meal Periods and Rest Breaks

The Agency complies with California Industrial Welfare Commission Wage Order pertaining to meal periods and breaks or the Agency Personnel Policy, whichever is greater.

Article 9, Hours of Work and Overtime

- A. The workweek for Head Start/State Pre-K bargaining unit employees shall begin on Sunday and end on Saturday.
- B. Employees shall be provided with a work schedule exclusive of other required activities scheduled during the year such as home visits, parent meetings and workshops, at the time of hire. Except in the event of schedule changes necessary to satisfy Head Start/State Pre-K regulations (e.g., child/staff ratios), employees will normally be provided one week written notice of any change in schedule. However, in the event of an emergency, if a schedule change is necessary to satisfy Head Start/State Pre-K regulations (e.g. child/staff ratios) less notice may be given.

- C. The Agency complies with the Fair Labor Standards Act and California Industrial Welfare Commission Wage Order applicable to the Agency in the payment of overtime to employees.
- D. Employees are eligible for 15 minute rest breaks as currently provided.

Article 10, Personnel Files

- A. Employees shall have the right to review their personnel file. The Agency shall schedule a mutually agreeable time for the employee to review the file within three (3) working days of the employee's request. Employees may request a copy of materials in their personnel file, which copy shall be provide within three (3) working days of the employee's request.
- B. Disciplinary actions, as specified in Article 6 shall be placed in the employee's personnel file. Employees shall be sent or receive a copy of disciplinary materials at the same time it is being placed in their personnel file. An employee shall have the right to place a written rebuttal to any disciplinary action or evaluation in his/her personnel file within fourteen (14) days of receipt.

Article 11, Classification, Job Descriptions, Training and Probation

- A. The Agency classification system is as specified in Agency Personnel Policy 330.
- B. Job Descriptions are developed by the Agency in accordance with Agency Personnel Policy 130 and 135.
- C. Training is provided to employees as specified in Agency Personnel Policy 240 and as required by the Head Start/State Pre-K Director.
- D. Probationary periods are specified in Agency Personnel Policy 252.

Article 12, Grievance Procedure

It is the intent of the grievance process to resolve problems at the lowest possible level and foster harmonious relations between all Head Start/State Pre-K employees. Head Start/State Pre-K and the Union recognize early settlement of grievances is essential to sound employee/ management relations. The parties seek to establish a mutually satisfactory and timely method of settlement of grievances of workers. This process supersedes the procedures established in the Santa Cruz Community Counseling Center Personnel Polices for grievances.

Section 1 Grievance Presentation:

The Union may file a grievance on behalf of an employee or group of employees. The employee grievant or a representative employee from a group of employee grievances must sign the grievance form.

Section 2 Grievance Defined:

A grievance is defined as an alleged violation, misinterpretation, or misapplication of the provisions of the Contract or of a Santa Cruz Community Counseling Center Personnel Policy that adversely affects an employee's wages, hours or terms and conditions of

employment. No claims for monetary relief shall exceed sixty (60) days prior to the date of the grievance filing.

Specifically excluded from the grievance procedure are:

1. Matters for which the resolution would require an amendment or change to this Contract.
2. Discipline. (Covered by Article 6)
3. Content of performance evaluations.
4. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.
5. Probationary dismissals.

Section 3 Time Limits:

Time limits may be extended or waived at any level only by written agreement of the parties involved at that level. If Head Start/State Pre-K fails to comply with grievance time limits, the grievance may be advanced to the next step upon request of the grievant. If the grievant fails to comply with the time limits, the grievance will be dropped.

Section 4 Steps in the Grievance Procedure:

Grievances may by mutual agreement in writing, be referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

Section 5 Grievance Process:

The grievance process available to all employees is as follows:

Step 1 - Discuss the problem informally with the immediate supervisor. This must happen within fifteen (15) working days of the incident. The supervisor will work with the employee to resolve the problem, if possible.

Step 2 - If the grievant remains dissatisfied following the informal discussion and review, he/she may submit a written grievance within ten (10) working days of the informal discussion to his/her Manager or his/her designee. The grievance shall be submitted on a grievance form provided by Head Start/State Pre-K and shall contain the following information:

- a. The name of the grievant(s).
- b. The specific nature of the grievance.
- c. The date, time and place of occurrence.
- d. Specific provision(s) of the contract or the Personnel Policy alleged to have been violated. Any steps that were taken to secure informal resolution.
- e. Corrective action desired.
- f. The name of any person or representative chosen by the employee to participate in the grievance procedure.

The Manager will talk with the employee and/or representative, the immediate supervisor and others as determined appropriate by the Manager, and shall give a brief written decision within ten (10) working days of receipt of the written grievance.

Step 3 - If the grievant remains dissatisfied with the decision of the Manager, the grievant should forward a summary outline of the problem to the Head Start/State Pre-K Director within ten (10) working days of receiving the Manager's written response. The Head Start/State Pre-K Director will consider all aspects of the grievance, gathering information as the Manager determines necessary, including the employee and his/her representative, and shall render a written response within ten (10) working days after the meeting with the grievant.

Step 4 - Voluntary Mediation: If the grievant remains dissatisfied with the decision of the Head Start/State Pre-K Director and if there is mutual agreement, the parties may submit the matter to mediation through the Federal Mediation and Conciliation Service. The mediation process shall be confidential and nothing occurring therein shall be disclosed except the terms of a mutually agreeable settlement of the dispute.

Step 5 - Resolution Panel: If the grievant remains dissatisfied with the decision of the Head Start/State Pre-K Director and/or mediation does not resolve the issue, the grievant should forward a summary outline of the problem to the Agency Executive Director or designee within ten (10) working days of receiving the Head Start/State Pre-K Director's written response or conclusion of the mediation if one is scheduled. The Executive Director or designee will convene a Resolution Panel comprised of the Executive Director or designee, a representative selected by the Union, and a third member who is mutually agreed to by the Union representative and the Executive Director. If the third member agreed-to requires payment of a fee, it shall be split equally by both sides. The Resolution Panel shall hold a hearing to consider all aspects of the grievance. The Resolution Panel shall meet in closed session after the conclusion of the hearing to make its decision, which will be made by majority rules. The decision of the Resolution Panel shall be issued to the parties in writing and shall be final.

Article 13, Substitutes

- A. On-site supervisors or their designees will arrange for substitutes at their respective sites.
- B. In-house substitutes shall be paid in accordance with policies contained in the Head Start/State Pre-K Procedures Manual, Personnel Section, In-house Substitutes.

Article 14, Health and Safety

- A. The Agency shall provide a safe workplace for all employees.
- B. The Agency shall provide at least yearly, training on handling children with challenging behavior for teaching and home visiting staff.
- C. Bargaining unit employees may address any health or safety complaint with the on-site supervisor at the facility in which an issue arises. Agency-wide health and safety issues can be made orally or in writing, to the Head Start/State Pre-K Director or brought to the Labor-Management Committee.

Article 15, Supplies, Tools and Equipment

The Agency shall provide all supplies, tools, and equipment that it deems necessary for the performance of required duties. Employees shall be reimbursed for expenses in accordance with Agency Personnel Policy 212 Expense Policy.

The Agency shall designate those employees who require a cell phone for business use. Employees who opt for this benefit must contract for a phone in their own name and address. Reimbursement shall not exceed \$45 per month or the actual amount of the bill whichever amount is less, upon timely receipt of an Employee Expense Reimbursement Form with proof of monthly billing attached. Approved reimbursement forms received by 5 p.m. Monday will have a check produced by noon on Friday.

Article 16, Workload Committee

- A. The parties acknowledge that the Agency is required to comply with all Head Start/State Pre-K, State Child Development, State Licensing and all other applicable regulations regarding the performance of work under the Head Start/State Pre-K programs. Staffing and workload distribution shall be subject to discussion between the Union and the Employer at the quarterly Labor/Management meetings. If necessary, Labor/Management meetings will be held more frequently during the first six (6) months of this agreement.
- B. The parties acknowledge that reasonable and equitable workloads are conducive to a healthy and productive work environment. Daily workload issues at the operational level will be addressed with the employee's immediate supervisor. If systemic or programmatic workload issues arise they will be addressed at the quarterly Labor/Management Meetings. One representative from each work group: Family Service Workers, Family Advocates, Teachers, Teaching Assistants, and Program Assistants will be selected by the Bargaining Unit. The Head Start/State Pre-K Director and one (1) Program Manager will represent Management. Other members and/or managers may attend if agreed upon by all parties, but requires at least two weeks prior notification.
- C. The Labor/Management Committee shall meet quarterly at a location to be determined. All workload issues must be presented to the employee's supervisor prior to being addressed at the Labor/Management Committee. Workload issues that are not resolved at the Committee level shall be resolved by the Head Start/State Pre-K Director whose decision shall be final.

Article 17, Contracting Out

The Agency shall provide the Union with written notice in the event it intends to contract out work currently being performed by bargaining unit members, excluding building and maintenance repairs unless such contract would result in the layoff of Building Maintenance Staff. Such notice shall contain a reasonable time period within which the Union may request to meet with the Agency to discuss the impacts of the Agency decision to contract out bargaining unit work.

Article 18, Filling Vacancies through Transfers, Assignments, and Promotion

A vacancy is defined as an open position that the Agency wishes to fill.

Section 1 Vacancies:

- A. Head Start/State Pre-K vacancies shall be filled in accordance with Agency Personnel Policy Section 250. The Agency shall post notice of all Head Start/State Pre-K vacancies for a minimum of three (3) workdays at all work sites. The notice shall include the following information: classification, any education, experience, licenses or certifications required by State or Federal regulations or additional agency requirements, location of current vacancy, program, scheduled hours, weeks per year, classroom (if applicable), and language requirements (if any). The position may be advertised externally at the same time.
- B. An employee who meets the minimum qualifications for the position may submit an application to apply for any Head Start/State Pre-K vacancy to the Head Start/State Pre-K Administrative Manager (or office) within the three (3) day posting period. The Agency shall provide unsuccessful candidates an opportunity to meet with the hiring supervisor to discuss career development.
- C. The Union shall be provided an electronic copy of all vacancy notices.
- D. New positions shall be filled to meet the needs of the Head Start/State Pre-K program and based on the merits of the applicants for the position.

Section 2 Assignments:

Employees who work for the school year only shall be contacted in the summer prior to ascertain their interest in returning to work for the Head Start/State Pre-K program and their preference in assignments. While it is the goal to return employees to their previous assignment and to take into consideration employee requests for reassignment, assignments shall be made by the responsible supervisor/manager based on the programmatic needs of the Agency. Employees shall receive two weeks advance notice of their assignment for the following school year. In the event that a reassignment is necessary to fulfill a programmatic need during the school year term, employees shall be given two weeks notice of any assignment change, except in the event that such a change is necessary to fulfill a licensing or regulatory requirement. Employees who are involuntarily reassigned between north and South County may request review of the reassignment by the Head Start/State Pre-K Director, whose decision on the matter is final.

Article 19, Seniority, Layoff and Recall

Section 1 Permanent Layoff Defined:

Layoff shall be defined as an involuntary reduction in the workforce or hours. It does not apply to the layoff of employees at the end of the school year.

Section 2 Layoff Procedures:

In the event of a layoff, temporary employees in the classification shall be laid off first. Then, if further reductions in workforce or hours are necessary, regular employees shall be laid off in inverse seniority within each classification.

In the event of a layoff, the affected employee shall be notified in writing of the impending layoff at least ten (10) working days in advance of the effective date of the layoff. The Union shall be sent copies of all layoff notices.

1. If there is a vacant bargaining unit position in the same classification, the affected employee shall have first preference for that position and may move to that position if they have the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or other agency requirements and language proficiency. A vacant position is defined as any position within the bargaining unit which the Agency has decided to fill in which there is no incumbent.
2. In the absence of a vacant position as described in #1 above, the affected employee may replace a less senior employee in a classification the affected employee has previously held unless they no longer meet the minimum qualifications contained in the job description. The employee shall replace the least senior employee in that classification. The affected employee may choose to accept the permanent layoff rather than bump another employee from a position or move to a lower or equal classification.
3. The affected employee who replaces another employee in the same or equal classification shall retain their current rate of pay and continue to receive all regular pay increases. The affected employee who bumps to a lower classification shall enter the pay range of the classification at the pay rate nearest to their rate of pay.
4. The Agency shall provide to the affected employee and the Union an updated seniority list with the layoff notice in order for the affected employee to determine their options. Upon request, the Agency shall also provide the affected employee and/or the Union a listing of all known vacancies. An employee shall have seven (7) workdays after receipt of the layoff notice and seniority list are mailed to their address on file to give written notice to the Agency of their intention to accept a vacant position or replace another employee. If the employee fails to provide timely notice, they will forfeit placement rights pursuant to this section.

Section 3 Recall:

Employees on layoff shall be recalled in the following manner:

1. An employee whose hours have been reduced pursuant to this section shall be offered any available increases in hours in the bargaining unit in the classification involved provided the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or other agency requirements and language proficiency for the vacancy are met prior to a new employee being hired in that classification.
2. Laid off employees shall have recall rights for up to twelve (12) twelve months from the last day of work. Recall shall be by seniority with the most senior qualified

employee being recalled first. For the purposes of this section, "qualified" shall be defined as having the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or other agency requirements and language proficiency for the vacancy. A laid-off employee shall be offered both full and part-time positions for which they qualify. An employee may refuse an offer to return to a non-comparable position (i.e., in terms of pay, hours, classification grade, and/or benefits) and remain on the recall list.

3. The Agency shall provide the Union with a recall list and copies of all notices of recall in advance of recall notices being mailed to employees.
4. The Agency shall notify an employee of recall by sending a certified letter by U.S. Mail to the employee's most recent address on file, at least one (1) week prior to the date that the employee is scheduled to return to work. Such notice shall inform the employee that they must respond to the recall in writing, as specified below. It is the employee's responsibility to notify the Head Start/State Pre-K Administrative Manager (or office) of any change in address. Notice of acceptance of recall may be by telephone to the Head Start/State Pre-K Administrative Manager (or office), but must be confirmed in writing.
5. No new employees may be hired until all employees on layoff who are qualified for the available positions and desire to return to work have been recalled or have failed to respond to the recall notice within 5 business days of receiving the notice. In the event a laid off employee declines recall from layoff for a comparable position or does not return to work on the date that the employee has been scheduled to report to work, the employee shall be deemed to have voluntarily resigned their employment.

Section 4 Temporary Layoff at End of Program School Year:

The Agency shall notify all temporarily laid off employees the last day of the current program year of the projected return date the employees will return to work following the layoff period. The Agency shall also include in the July recall correspondence, the date of return to work to the employees.

The layoff rules in Sections 1-3 above do not apply to the temporary layoff at the end of the program year.

Section 5 Seniority Defined:

Seniority shall be defined as the length of service of an employee continuously working for the Agency, in each classification held (e.g., Teacher I, Teacher II, Teacher III). In the event two or more employees have the same seniority, the employee with the lowest last four digits of their social security number shall be deemed to have higher seniority. The Agency shall provide the Union with a copy of the seniority list upon request.

Section 6 Seniority Accumulation:

1. The seniority of each employee covered by this Agreement shall be established upon hire in each classification as defined in this Agreement and shall date back to their first day of employment.

2. Seniority shall be accumulated for each hour in paid status after adoption of this Agreement. Initial seniority lists shall be established for employees working for the Agency as of the adoption of this MOU, including time worked for predecessor employer.
3. Seniority shall be broken when an employee resigns or is terminated.
4. Employees on layoff or unpaid leave shall neither accumulate nor lose seniority.
5. Employees on layoff or unpaid leave of absence of more than one (1) year shall lose all seniority.

Article 20, Sick Leave

Section 1 Eligibility:

Sick time is time off for illness, medical or health care appointments or serious health condition of an employee or the death or serious health condition of an employee's family member. "Family member" is defined as the child (biological, foster, adopted, stepchild, legal ward, a child of a domestic partner or a child of a person standing in loco parentis), parent (biological, foster, or adoptive parent, a stepparent, or a legal guardian), spouse or domestic partner of the employee.

All regular Full-time and Part-time employees are eligible for accruing sick time. Employees on unpaid Leaves of Absence do not earn sick time. Eligible employees may take sick time as soon as it is earned. At termination, there will be no payment for any accrued but unused sick time.

Section 2 Accrual:

Accrual begins on the first day of employment and is accrued at a rate of 12 days/year, prorated according to the percentage of time worked.

Maximum Accruals - Eligible employees working 40 hours per week may accumulate sick time benefits up to a two-year maximum (192 hours).

Eligible employees working less than 40 hours per week may accumulate a prorated maximum equal to two years' accrual.

Accrual of hours will stop when an employee reaches the limits noted above. Accrual will resume when sick hours fall below the maximum accruals.

Section 3 Requests for Sick Time:

All absences must be reported to the Head Start/State Pre-K Administrative Office by calling in 1 hour ahead of shift start on the morning of an absence. The Head Start/State Pre-K office must also be contacted each day a staff member is absent, except for a long-term absence supported by a physician's note.

Absences for medical or health care appointments should if possible, be scheduled at the beginning or end of the day so there is minimal disruption to the workday.

Section 4 Sick Time Usage:

- A. In the event that time off exceeds accrued hours, payment will be made only for the accrued hours available.
- B. Sick time cannot be borrowed against future accruals.
- C. If an employee's absence continues beyond a time when all sick time is expended, the employee may request a medical leave of absence.
- D. When an employee records more sick hours on their time card than they have accrued, the balance will be deducted and paid from their vacation accrual and the employee and supervisor will be notified.
- E. Employees may be required to supply a Doctor's release before returning to work after three (3) days of sick leave usage or upon abuse of sick leave.

Section 5 Re-hired Employees:

Any regular full or part-time employee who is re-hired within one (1) year from date of termination will be eligible to recover up to one hundred (100) hours of accrued but unused paid sick time.

Section 6 Bereavement Leave

Bereavement leave is provided to employees so that they can discharge the customary obligations arising from the death of a member of the employee's immediate family. Immediate family is defined as an employee's spouse/domestic partner, parent, child, sibling, grandparent, grandchild or the parent of the employee's spouse/domestic partner.

The Employer provides up to three (3) days paid leave time for each death which occurs in an employee's immediate family. Accrued sick leave may be used to extend paid Bereavement Leave. If an employee does not have accrued sick time, up to three days unpaid time off may be granted at the sole discretion of the Head Start/State Pre-K Director. Paid bereavement leave does not have to be taken on consecutive days nor does it have to be taken at all.

Part-time employees shall receive bereavement leave on a prorated basis.

Article 21, Vacation Leave

Section 1 Eligibility:

- A. All regular Full-Time, employees are eligible for vacation according to the accrual provisions, which follow.
- B. Regular Part-time (less than 20 hours per week) employees and those employees on Leave of Absence do not earn or accrue vacation benefits. Employees on Leave of Absence will accrue vacation only if using sick or vacation time.
- C. An employee must have completed 90 days of continuous service before accrued vacation hours may be used.
- D. Terminating employees will receive pay for unused but accrued vacation.

Section 2 Accrual:

- A. Accrual begins on the first day of employment.
- B. Vacation acerual for Full-Time office/clerical, Program Assistant, Program Assistant II, Program Assistant III and maintenance employees:

Period of Continuous Employment	Annual Vacation
0 - 3 years	17 vacation days/year
3 years or more	22 vacation days/year

1. Vacation hours are accrued at a per pay period rate consistent with their accrual rate as detailed above. Full-time employees working 20 hours or more, but less than 40 hours will accrue prorated vacation.

2. Maximum Accruals

- a. Eligible employees who work 40 hours per week and who have worked fewer than 3 years may accrue up to 160 hours of vacation.
- b. Eligible employees who work 40 hours per week and who have worked more than 3 years may accrue up to 208 hours of vacation.
- c. Eligible employees working less than 40 hours per week may accumulate a maximum up to the pro-rated equivalent of the above caps.
- d. Accrual of hours will stop when an employee reaches the limits noted above. Accrual will resume when vacation hours fall below these maximum accruals.

C. Head Start/State Pre-K Part-year Employees (Teacher, Preschool, Family Service Worker, Bus Driver, Teacher Assistant)

- 1. All employees listed above will receive the following paid days of vacation:
 - One discretionary day
 - Two week winter recess (inclusive of agency holidays)
 - One week spring recess
- 2. All employees in the above job classifications must be employed at least thirty (30) calendar days prior to winter or spring recesses to be eligible for vacation pay for that particular recess.
- 3. The one discretionary day of vacation is vested on hiring and is granted on a "school year" basis.

D. Full Year Early Head Start (Family Advocate, Family Advocate I)

- 1. All employees listed above will receive the following paid days of vacation:
 - One discretionary day
 - Two week winter recess (inclusive of agency holidays)
 - One week spring recess
- 2. All employees listed above must be employed at least thirty (30) calendar days prior to winter or spring recesses to be eligible for vacation pay for that particular recess.

3. The one discretionary day of vacation is vested on hire and is granted on an annual basis (August-July).
4. Vacation accrual for Full-Time employees:

Period of Continuous Employment	Annual Vacation
0 - 3 years	3.5 vacation days/year
3 years or more	8.5 vacation days/year

5. Employees working 20 hours or more, but less than 40 hours will accrue prorated vacation.
6. Vacation hours are accrued at a per pay period rate consistent with their accrual rate as detailed above.
7. Maximum accruals:
 - a. Eligible employees who work 40 hours per week and who have worked fewer than 3 years may accrue up to 52 hours of vacation.
 - b. Eligible employees who work 40 hours per week and who have worked more than 3 years may accrue up to 68 hours of vacation.
 - c. Eligible employees working less than 40 hours per week may accumulate a maximum up to the prorated equivalent of the above caps.
 - d. Accrual of hours will stop when an employee reaches the limits noted above. Accrual will resume when vacation hours fall below these maximum accruals.

E. Re-hired Employees

Any employee who is re-hired within one (1) year from date of termination will receive credit for their former tenure period for purposes of calculating vacation accrual. For example, if an employee had worked two years prior to rehire, he/she would be eligible to accrue at the three-year rate after one more year of employment.

Section 3 Vacation Pay:

- A. Vacation schedules must be approved in advance by the employee's immediate supervisor.
- B. Employees are asked whenever possible, to give at least two (2) weeks notice in requesting vacation.
- C. Seniority and program needs take priority in vacation scheduling.
- D. The Agency shall notify an employee whether a vacation request has been approved or denied as soon as possible, but in no event more than ten (10) working days after receipt of the request.

Article 22, Holidays

SCCCC provides its eligible employees with the following paid holidays:

New Year's Day	January 1
Martin Luther King Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Cesar Chavez Day	Last Monday in March

Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving	4th Thursday & Friday in November
Christmas Eve 1/2 day	December 24
Christmas Day	December 25

All regular Full-time (working at least 20 hours) employees will be eligible for holidays. Eligibility begins with the first day of employment. Holidays will be observed as designated by the Agency in its annual Head Start/State Pre-K Program Calendar. Temporary, Part-time, and On-call employees are not eligible for holiday pay.

Full-time, regular employees will receive prorated holiday pay based on their percent of time worked as indicated on their Personnel Action Notice (PAN). The prorated amount is calculated based on the following formula: 8 hours per holiday multiplied by their percentage time on the PAN. For Christmas Eve (4 hour holiday), the prorated formula would be 4 hours multiplied by their percentage.

Holidays that fall on an employee's regular day off will accrue to the benefit of the employee. For example: If Monday is the employee's regular day off, another day off will be negotiated between the employee and the supervisor. The supervisor must approve all scheduling of "alternate" holidays. Exempt employees who work on a holiday also receive an alternate day off.

Non-exempt employees who work on a holiday, and are not compensated with an alternate day off will receive wages at one and one half times their regular rate if their supervisor gives prior approval.

Employees on a leave of absence will not be paid for holidays that fall within the leave period.

Article 23, Education & Training

To the extent of the funding provided to the Agency through the Head Start Training and Technical Assistance Program, employees shall be entitled to educational and training opportunities in accordance with Agency Personnel Policy 240 and Head Start/State Pre-K Procedures Manual's Personnel Section, Career Development.

Article 24, Leaves of Absence

- A. Employees shall be entitled to leaves of absence in accordance with Agency Personnel Policies 350-360.
- B. Personal Leaves of absence will be granted in accordance with Agency Personnel Policy No. 235.

Article 25, Background Checks

The Agency shall pay the cost of any required background checks required for continued employment. Background checks covered by this Article include, but are not limited to: criminal records check, child abuse index clearance, and FBI clearance.

Article 26, Physical and Health Examinations

The Agency shall reimburse employees for the cost of any health examination required by licensing regulations in accordance with the reimbursement amount established in the Head Start/State Pre-K Procedures Manual, Personnel Section, Section 4.2, Health Requirements.

Article 27, Wages

Section 1 General:

- A. No employee shall suffer any reduction in pay as a result of this Article.
- B. Salary ranges shall be established for each classification in the bargaining unit and are provided in Appendix A.

C. Head Start/State Pre-K Salary COLA:

Agency shall pass through any salary COLA received by either Head Start or State Pre-K to the corresponding employees at the time they are granted. Agency shall notify employees of the award, the effective date and the expected date of receipt. The COLA received by employees shall be in the form of a salary increase equal to the percentage increase mandated by the awarding body. In the event of a retroactive COLA announcement, employees shall receive all retroactive pay in the form of a lump sum upon receipt of funds by Agency. The Agency shall not withhold any salary COLAs offered by the awarding bodies from employees.

D. Temporary Work in a Higher Classification

When an employee is temporarily assigned work in a higher classification to cover vacant regular positions or absences of other employees, such employee will receive pay at the higher classification, commencing on the first day, first hour.

Article 28, Bilingual Pay

The Agency and the Union agree that employees who speak multiple languages are a valuable asset to the program and services of Head Start/State Pre-K. (Note: clinical counseling response level pay does not apply to Head Start/State Pre-K).

- A. The current rates and eligibility requirements (exam) for bilingual pay are specified in Agency Personnel Policy 208.

Article 29, Mileage and Other Reimbursements

- A. Employees using personal vehicles for Agency business shall be reimbursed at the rate specified in Agency Personnel Policy 212.
- B. Employees shall be reimbursed as specified in Agency Personnel Policy 212 for all travel, lodging and meal expenses for approved travel.
- C. Upon request, employees will receive a payroll advance as specified in Agency Personnel Policy 210.

Article 30, Health, Vision, Dental, Life Insurance, and Disability Benefits

SCCCC provides access to medical and dental care coverage to all eligible employees and their dependents. SCCCC also provides \$10,000 of coverage to eligible employees under a group life insurance policy. Details of the Health, Dental and Life Insurance plans and plan booklets are available from the HR Representative at Administrative Services.

Section 1 Eligibility:

- A. All regular employees working at least 75% time (as specified in their PAN) and their qualified dependents (as defined by the insurance carrier) are eligible for group health, dental and life insurance.
- B. Employees who are working and maintaining 50% time as of September 8, 2003, are eligible for benefits as specified in A, above. Employees who were working at least 75% as of September 8, 2003, but reduce their time continue to be eligible as long as their time remains at 50% or higher.
- C. Employees who are working and maintaining less than 75% time who were hired after September 8, 2003, are not eligible for group health, dental or life insurance.
- D. Substitutes, on-call, and temporaries are not eligible to participate in health plans.

Section 2 Effective Date of Coverage:

- A. Employees and their dependents become eligible for coverage on the first day of the month following the completion of a 90-day waiting period.
- B. If an employee has been working part-time, on-call or temporary status and then has their status changed to at least 75% time in a regular position, for each consecutive week that they have worked 30 hours or 75% time per week or greater will be counted towards their 90-day waiting period. Benefits will start on the first day of the month after completion of the 90-day waiting period.

Section 3 Annual Health Plan Provider Selection Process:

The Head Start/State Pre-K bargaining unit shall select two (2) labor designated representatives for bargaining employees each year in the spring to participate in the agency meeting to select the choices of health plan provider. The bargaining unit will have one vote at the meeting to select the health plan provider choices. The bargaining unit shall be provided health plan coverage as selected by the agency wide referendum vote.

Section 4 Premium Payment:

- A. The Agency shall contribute the same amounts toward health benefits for eligible bargaining unit employees as those contributed for non-bargaining unit employees through the life of this agreement unless Federal Head Start or State Pre-K reduce the grant funds.

The remainder of the health care premium shall be paid by payroll deduction. Employees on leave of absence or temporary layoff for one full pay period or more are required to pay the employee portion of the premium prior to the first of the month in which benefits will be received except as provided in Article 30, Section C, below.

- B. The Agency shall contribute the same amounts toward dental benefits for eligible bargaining unit employees as those contributed for non-bargaining unit employees through the life of this agreement unless Federal Head Start or State Pre-K reduce the grant funds

The remainder of the dental care premium shall be paid by payroll deduction. Employees on leave of absence or temporary layoff for one full pay period or more are required to pay the employee portion of the premium prior to the first of the month in which benefits will be received except as provided in Article 30, Section C, below.

- C. The Agency shall contribute the same amounts toward chiropractic & acupuncture benefits for eligible bargaining unit employees as those contributed for non-bargaining unit employees through the life of this agreement unless Federal Head Start or State Pre-K reduce the grant funds

Provision of this benefit is subject to the health options selected by the Health Plan Provider Selection process (refer to Section 3, above) and Head Start/State Pre-K will receive the same Agency contribution for the benefit as received by the other SCCCC employees not covered by the collective bargaining agreement.

- D. The Employer will maintain an IRS Section 125 Flexible Benefits Plan to allow employees to set aside pre-tax dollars for expenses not covered by the health, dental and vision plans, or for dependent care as allowed by law.

Article 31, Retirement Plan

All employees are eligible to participate in the Agency's 403(b) plan. For specific information regarding the plan provisions, please see Agency Personnel Policy 160. Employees may be eligible to participate in the Agency's 403(b) Defined Contribution Retirement Plan. The details and eligibility can be found in the summary plan description. The agency match is dollar for dollar up to a maximum of \$900.00 per fiscal year beginning July 1, 2008. Should the Agency increase the Agency match in subsequent years for SCCCC employees not covered by the collective bargaining agreement, it shall provide the same increase in match for Head Start/State Pre-K employees.

Article 32, Term of Agreement

This Agreement will become effective upon ratification by the Agency Board and the Union membership through and including June 30, 2014 and shall automatically be renewed from year to year thereafter, unless either party serves notice on the other in writing at least thirty (30) days prior to the end of the Agreement of its desire to terminate or modify this Agreement. In addition, the Agency and Union agree to reopen negotiations on Article 30 (Health, Vision, Dental, Life Insurance and Disability Benefits) on May 1, 2012 and May 1, 2013, and Article 27 (Wages) on May 1, 2012 and May 1, 2013 if the previous year's COLA was less than two and one-half percent (2 ½%) during the previous twelve months to discuss options to wage increases. In addition, the Agency and Union may agree to modify the existing salary schedule during the term of this agreement on a cost-neutral basis.

Article 33, No Strike and No Lockout

Neither the Union, nor its agents, nor any of its members will collectively, concertedly or in any manner whatsoever, engage in, incite, or participate in any strike, slowdown, boycott, action directed at reducing the Agency's funding and/or enrollment, work stoppage or sympathy strike against the Agency during the term of this Agreement. During the term of this Agreement, the Agency shall not lockout any employees covered by this Agreement.

Article 34, Severability

In the event that any provision of this Agreement shall be held to be in violation of any State or Federal law or regulation, such a finding shall not in any way effect the remaining provisions of this Agreement. The parties agree that they shall commence negotiations to alter the unlawful provision within thirty (30) calendar days of receiving notice of a final judgment or decision which is binding.

EFFECTIVE: July 1, 2011

Mary Klemm

Diane M. Goldwasser

Rosa Vega

SEIU 521

Carole Executive Director

[Signature] Chair Board of Trustees

Santa Cruz Community Counseling Center