

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



MEMORANDUM OF UNDERSTANDING
February 2014–December 2016



**Kings Community Action Organization
(KCAO)**

MEMORANDUM OF UNDERSTANDING

by and between the

Kings Community Action Organization (KCAO)

and the

**Service Employees International Union, Local
521 (Union)**

February 2014 – December 2016

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

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KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 1:

PREAMBLE

This Memorandum of Understanding (MOU), made and entered into this seventh day of February 2014 by and between the Kings Community Action Organization (hereinafter referred to as KCAO) and the Service Employees International Union, Local 521 (hereinafter referred to a “Union”), for and on behalf of the Employees hereinafter identified. Upon ratification by the Union and adoption by the Policy Council/Committee and Board of Directors of the Kings Community Action Organization, the Memorandum will become binding between the KCAO and the Union.

These parties have met and conferred in good faith and this resulting Memorandum has as its purpose:

1. the promotion of harmonious relations between the KCAO and the Union;
2. the establishment of an equitable and peaceful procedure for the resolution of differences;
3. the resolving of issues related to the and the establishment of rates of pay, hours of work, and other terms and conditions of employment; and
4. the promotion of the quality of the Regional Pre-School Head Start and Early Head Start and Migrant and Seasonal Head Start programs and the Child Development Programs and the fulfillment of their mission and value statements.

KCAO and the Union further agree that the purpose of KCAO is to provide services to its clients. Both further agree that they shall strive to achieve excellence in the provision of services. All KCAO contacts shall be treated with respect, dignity, and fairness.

It is mutually understood by parties to this Collective Bargaining Agreement that:

- KCAO employees will treat each other with mutual respect, dignity, and fairness;
- KCAO is a private non-profit, 501c (3) tax-exempt corporation, without authority to impose taxes to establish services fees for publicly subsidized clients, or otherwise generate revenues by mandates;
- KCAO is funded primarily by one-year service contracts
- KCAO operations may be subject to disruption or temporary suspension when the Federal or State budgets are not approved in a timely manner or grantors do not reimburse expenses in a timely manner
- KCAO has no right to renewal of such contracts, and therefore has no assurance of continued funding beyond each contract period;
- KCAO without said contracts in all likelihood would be forced to cease operations.
- KCAO’s primary asset for obtaining or maintaining funding is its reputation. Acts to diminish KCAO’s reputation are hostile to its existence and its ability to employ staff.

This preamble expresses the mutual intent of the parties. It is not subject to the grievance procedure.

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Article 2:

NON-DISCRIMINATION

As an Equal Employment Opportunity employer, it is the policy of KCAO to prohibit unlawful discrimination because of race, religion, color, citizenship, natural origin, ancestry, sex/gender, age, marital status, physical or mental disability, health condition, sexual orientation, lawful union activity, or any other characteristic protected by applicable local, state, or federal law or statute.

KCAO and the Union further agree that they shall not interfere with, intimidate, restrain, coerce or discriminate, and shall not take adverse action against any employee in his/her free choice to participate or join or refuse to participate or join the Union, or in an employee's choice to represent himself/herself in regard to his/her employment relations with KCAO.

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Article 3:

RECOGNITION

UNION RECOGNITION

The Union is recognized as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment for the regular full-time and regular part-time employees in the following classifications:

Bus Driver
Bus Driver/Janitor
Early Head Start Home Educator
Teacher Assistant
Teacher Assistant I
Teacher Assistant II
Associate Teacher
Family Service Worker
Food Service Workers
Health Services Assistant
Recruitment Eligibility Specialist

Should KCAO establish a new classification within the scope of work performed by classifications represented in this Agreement, an interim rate and specific job description shall be established. Such rate and job descriptions shall be presented to the Union. The purpose of this action will be to meet and confer in an effort to reach agreement with the Union concerning the rate of compensation for the job description assigned.

No classification or title shall be changed or any new classification or title created to defeat the spirit of this Agreement. Prior to implementing substantial changes in the overall job duties of the employees, the Union will be notified and given the opportunity to discuss the changes with KCAO.

RECOGNITION OF MUTUAL OBLIGATION

The Union and KCAO recognize and acknowledge their mutual obligation and responsibility to effectuate the purpose and adhere to the conditions and clauses set forth in this Memorandum of Understanding.

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Article 4:

GRIEVANCE PROCEDURE

Definitions

Grievance

A “grievance” shall mean an alleged violation, misapplication, or misinterpretation of a specific provision of this agreement, which adversely affects the grievant. This grievance procedure shall not be used to challenge or change policies, regulations, or procedures of KCAO, which are not included in this agreement, nor shall the grievance procedure be used for other matters for which specific methods of review are provided by law, or agency policies, rules, or regulations. A “grievant” is any employee covered by the terms of this agreement. No employees on introductory status or temporary employees may use the grievance procedure.

Time Limits

Time limits specified at each level shall be considered to be maximums and every effort should be made to expedite the process. The time limits may be extended by mutual agreement. All measures of “days” shall be actual workdays (days of operation of KCAO when the supervisor is on duty). If a necessary respondent is on approved leave, the time limit will start when they return to work from the approved leave.

Terms

The filing of a grievance shall not reflect unfavorably upon the grievant.

Reasonable release time shall be provided to the individual or individuals filing a grievance.

The filing of a grievance shall in no way interfere with the right of the agency to proceed in carrying out its management responsibilities subject to the final decision on the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance.

If the agency’s authorized representative fails to answer a grievance within the time limit specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance immediately to the next step of the grievance procedure. If the grievant fails to appeal the grievance within the time limit specified in any step of the grievance procedure, the grievance shall be deemed waived and terminated.

An employee covered by this agreement may present a grievance directly and have such grievance adjusted without intervention of the union, as long as the adjustment is not inconsistent with the terms of this agreement. The employee may provide the union with copies of any of the grievances filed by employees directly and any responses by the agency.

All materials concerning an employee’s grievance shall be kept in a file separate from any employee’s official personnel file.

It is the joint goal of all of the parties to resolve any concerns at the lowest level possible in the quickest way possible. To that end, all concerns and potential grievances shall be addressed at the informal level.

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Informal Level:

The employee shall meet with the immediate supervisor to discuss the potential grievance, in an attempt to resolve it informally.

If the Informal Level process does not resolve the concern or potential grievance the formal grievance process may be utilized.

Formal Level:

Step 1: The grievance shall be presented in writing to the employee's immediate supervisor within fourteen (14) days of the occurrence giving rise to the grievance or within seven (7) days of when the grievant should have reasonably known of the occurrence. Copies of the grievance and all other relevant information shall also be furnished by the grievant to Human Resources. The supervisor shall reply in writing within fourteen (14) days thereafter.

Step 2: If the grievant is not satisfied with the reply in Step 1, within seven (7) days after such reply, the grievance shall be presented in writing to the Project Director. The Project Director shall reply in writing within seven (7) days thereafter.

Step 3: If the grievant is not satisfied with the reply in Step 2, within seven (7) days after such reply, the grievance shall be presented in writing to the Deputy Director. The Deputy Director shall reply in writing within seven (7) days thereafter.

Step 4: If the grievant is not satisfied with the reply in step 3, within fourteen (14) days thereafter the written grievance may be submitted to either a State or Federal Mediator. The Mediator shall attempt to meet fifteen (15) working days after written notification of the grievance. The Mediator shall work with the parties addressing the grievance as submitted.

Step 5: If the grievant or management is not satisfied with the disposition in step 4, within seven (7) days thereafter the written grievance may be presented to the Executive Director. The Executive Director shall reply within fourteen (14) days thereafter.

STEP 5A - FOR HEAD START EMPLOYEES ONLY

Head Start Parent Policy Council: A grievance may be appealed to the Head Start Parent Policy Council. The Policy Council shall consider the appeal in closed session (in the form of a written and/or oral statement from each party in dispute) at the next scheduled meeting of the Parent Policy Council that maintains a quorum as defined in the Parent Policy Council By-Laws. This is not a hearing, only a presentation of information for consideration. The Policy Council Chairperson shall inform both parties of its determination within fourteen (14) working days after the meeting. The employee or the Executive Director shall have fourteen (14) working days to appeal the grievance.

Step 6: If the grievant or the Executive Director is not satisfied with the reply in step 5 or 5A respectively, within fourteen (14) days thereafter, the written grievance may be presented to the Personnel Committee of the Board of Directors. The Human resources department will notify the board and the board can schedule a Personnel Committee meeting. The Personnel Committee will hear the concern in closed session. If further action is necessary, the Personnel Committee will present the issue to the Board of Directors in closed session at its next scheduled meeting where quorum is maintained. The Board shall inform both parties of its determination within fourteen (14) working days after the board meeting. This is the final administrative review of the grievance procedure.

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Procedural Rules

The employee shall have the right to have a Union representative present beginning at step 1 and above of the grievance procedure.

Grievances shall be submitted in writing. Any grievance that does not include all required information listed below will be returned to the employee who shall have five (5) working days to resubmit the completed form or the grievance shall be considered waived.

Required information is as follows:

1. Name of the employee submitting grievance
2. Name of the immediate supervisor
3. Name of the Department/Program
4. Name of the workplace location of the employee
5. Date and time of grievance/incident
6. Location of grievance/incident
7. Nature of grievance
8. Specific sections of the MOU alleged to be violated
9. Remedy requested

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GRIEVANCE FORM**

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances as quickly as possible without discrimination, coercion, restraint, or reprisal against any employee or management representative who may be involved in a grievance or its resolution.

I met with my immediate supervisor to discuss the potential grievance, in an attempt to resolve it informally on _____ (date and time).

Employee's Name (Print)

Employee's Signature

Work Phone: _____

Department: _____

Site: _____

Job Title: _____

Supervisor: _____

Supervisor's Phone _____

Date Delivered to Supervisor: _____

DESCRIPTION OF GRIEVANCE:

A. What happened? (Briefly describe the problem, what happened, where, when, with whom.)

B. When did it occur, or when did you find out? _____
(Date/Time)

C. What specific section of the contract violated?

D. Remedy sought:

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Supervisor's Response: Please attach a separate sheet with your response.

Supervisor's signature

Date

Human Resources Department

Date

Project Director's signature

Date

Deputy Director's signature

Date

Executive Director's signature

Date

Policy Council

Date

Board Chairperson

Date

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Article 5:

CORRECTIVE ACTION PROCEDURE

PURPOSE: This procedure is designed to help and encourage all employees to achieve and maintain satisfactory standards of conduct, attendance and job performance. The aim is to ensure consistent and fair treatment for all. The employer should remain focused on the primary goals of rehabilitating employee conduct towards an acceptable standard and preserving the employment relationship.

JUST CAUSE: Disciplinary actions shall be for just cause. An employee may appeal disciplinary actions of Final Written Warning, Suspension and/or Termination through the grievance procedure.

PRESENCE OF A UNION REPRESENTATIVE:

KCAO acknowledges the right of a bargaining unit member to have a Union Representative present during disciplinary procedures at Stage 2 and above.

PROCEDURE: An employee whose work performance/conduct is not considered to be up to standard will be notified of this by their immediate supervisor and provided with direction in order to remedy the situation. Where the matter is more serious or for repeated minor alleged offenses, the following procedure will be used.

Stage 1: Oral Warning

If conduct or performance does not meet acceptable standards, the employee will normally be given a formal ORAL WARNING by his/her supervisor. He or she will be informed of the reasons for the warning.

The supervisor is responsible to make note of the Oral Warning and set a time to review the employee's progress, i.e. 30 days.

If the required improvement(s) is not achieved, the following steps can be taken:

Stage 2: Written Warning

If a further offense or continued poor performance occurs, or if the initial offense is a serious one, the supervisor will refer the matter immediately to the Department Head and will inform the employee in writing that this has been done. A written notice will be issued which states the nature of the complaint made, an outline to remedy the situation as well as an opportunity for the employee to reply to the complaint. The employee is required to sign a copy of the written warning to confirm his/her understanding of the terms of the warning.

After a 30 day review period the progress of the employee regarding the complaint will be re-evaluated for improvement or further action if the situation has not improved.

A copy of the written warning will be kept on the employee's file but will be regarded as spent after 12 months subject to satisfactory conduct and performance. The warning will then be removed from the employee's file and the employee will be informed in writing accordingly.

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Stage 3: Final Written Warning

If there is still a failure to improve or if conduct or performance is still unsatisfactory, or if the misconduct is sufficiently serious to warrant a written warning but insufficiently serious to justify suspension or dismissal, a FINAL WRITTEN WARNING will normally be given to the employee by the Human Resources Department on behalf of the employing department. This will give details of the complaint, will warn that dismissal will result if there is no satisfactory improvement and will advise of the right of appeal. The employee is required to sign a copy of the written warning to confirm his/her understanding of the terms of the warning. A copy of this final written warning will be kept on the employee's personnel file, but will be spent after 12 months (in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

A FINAL WRITTEN WARNING will only be issued following a complete investigation of the matter by the Department Head/Human Resources Department.

Stage 4: Suspension

If previous disciplinary actions fail to remedy the situation or if the misconduct is sufficiently serious to warrant a suspension from duty, the employee may be SUSPENDED without pay. Notice of suspension will normally be given to the employee by the Human Resources Department on behalf of the employing department. All suspensions will include the reasons for the action and the length of the suspension. A copy of the suspension record will be kept in the employee's personnel file.

Stage 5: Dismissal (*Termination*)

If conduct/performance is still unsatisfactory and the employee still fails to reach the prescribed standards, DISMISSAL will normally result. The employee will be provided with written details of the reasons for dismissal, the date on which employment will terminate and the right of appeal.

Gross Misconduct – In the event of gross misconduct on the part of an employee being reported, a department head (or senior member of the department to whom personnel responsibilities have been delegated), having assured him/herself of the relevant facts involved, will immediately report the matter to the Human Resources Director. The employee will be notified of the nature of the complaint made by the department head or his/her designee and will normally be instantly suspended from duty on full pay pending an immediate investigation by the department and or the agency. Written notification of the alleged gross misconduct and terms of the suspension will be issued to the employee by the Program Director and/or Human Resources Director. As part of the investigation, an opportunity will be afforded to the employee to be interviewed at a disciplinary meeting – normally by the department head and the Human Resources Director. The employee will, following the interview referred to above, be notified in writing of the action that the agency proposes to take, and the grounds for the decision. If, on completion of the investigation, the agency is satisfied that gross misconduct has occurred, the normal penalty will be dismissal.

The following are some examples of misconduct:

- Unauthorized absence from work and unsatisfactory timekeeping
- Refusing to comply with reasonable instructions from supervisor.
- Breach of confidentiality

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- Breach of agency rules and regulations.
- Failure to sustain satisfactory standards of work.
- Gross misconduct.

The following are some examples of gross misconduct.

- Serious and/or repeated breach of agency code of practice regarding sexual/racial harassment.
- Serious breach of confidentiality of work.
- Willful damage to agency property.
- Willful breach/neglect of agency safety policy/regulations.
- Knowingly making false entries in agency records or other official documents.
- Arraignment or conviction of criminal charges which prevents the discharge of duties.
- Threatening or using violence against any employee of KCAO or any other person legitimately present within the agency premises.
- Incapacity due to drunkenness or unauthorized drug taking (subject to agency drug policy)
- Theft or unauthorized possession /misuse of property belonging to the agency or to members of the agency and to visitors of the agency.
- Irresponsible conduct of a type likely to endanger the health and safety of others (including employees and clients)
- Repeated instances of the type set out in 'misconduct' above.
- Placing children at risk.
- Leaving a child unattended (out of sight) in a bus, classroom, play yard, or during a field trip.
- Physically hurting or mishandling a child by yanking or dragging them by the hair, arms, or legs or by slapping, spanking, pinching, hitting etc.
- Drinking alcohol or using illegal substances while on the job.
- Releasing a child to an unauthorized adult or under-age sibling.
- Failing to report incidents that place children in danger.

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Article 6:

HOLIDAYS

KCAO normally observes the following paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Cesar Chavez Day	Christmas Eve (full day)
Memorial Day	Christmas Day
Independence Day	New Year's Eve (full day)
Labor Day	

HOLIDAY PAY

Eligibility for holiday pay begins upon employment. Regular full-time and regular part-time employees are eligible to receive holiday pay based on their normally scheduled straight time hours, excluding overtime. Persons in non-regular assignments (i.e. temporary and substitute employees) and those on unpaid leaves of absence do not receive holiday pay.

When a holiday falls on a Saturday, it ordinarily is observed on the preceding Friday. If the holiday falls on a Sunday, it ordinarily is observed on the following Monday. A memorandum is circulated prior to the holiday designating the day on which it will be observed.

In order to receive holiday pay, employees must have worked, or been available for work, on the scheduled workdays immediately before and after the holiday. If a holiday falls during a vacation period, the holiday is paid and is not counted as a day of vacation nor deducted from vacation pay. If an employee is unavailable to work due to illness before or after a holiday, then medical evidence may be required by KCAO in order for the employee to receive holiday pay.

Many KCAO programs may be closed from December 24 through January 1, with the exception of programs that must remain open, such as shelters and others that provide emergency services. December 24, 25, 31, and January 1 are paid holidays. The remaining days in this period are unpaid, but accrued vacation time may be used during this period if available.

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Article 7:

UNION RIGHTS

AGENCY – EMPLOYEE RELATIONS

KCAO and the Union affirm the principle that harmonious Employer-Employee relations are to be promoted and furthered.

NOTIFICATION OF NEW EMPLOYEES

KCAO shall provide the name of any new represented employee to the Union. KCAO agrees to provide to new represented employees materials supplied by SEIU during the employee orientation process.

UNION MEET AND CONFER ISSUES

Official representatives shall represent the Union in meetings with the KCAO to address matters of mutual concern. Meetings shall be held at mutually agreed times that will minimize any negative impact to the programs of the KCAO. Should such meetings be scheduled during the regular workday, employees must notify his/her supervisor at least three (3) working days in advance if he/she plans to attend the meeting. Employees shall suffer no loss in compensation for attending these meetings during their regular work time. If meetings are held outside the normal workday, KCAO shall not provide any compensation participating in such meetings.

LABOR MANAGEMENT MEETINGS

The parties agree to promote communication and commit to meeting in an informal manner every ~~six~~ four months to discuss issues that may arise.

The Union shall give to the Executive Director or his/her designated representative a written list of the names of all authorized Union staff representatives.

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Article 8:

EMPLOYMENT STATUS

INTRODUCTORY PERIOD AND ANNIVERSARY DATE:

New employees serve in an introductory period for the first ninety (90) calendar of employment. During this period, you will have an opportunity to learn your new position and to see whether you enjoy your employment at KCAO. The agency will use this period to see if you are able to meet its needs and expectations.

In the event that the working arrangement is not satisfactory to either party, the relationship can be severed at any time. Successful completion of the introductory period is not guarantee of continued employment. Termination, during or at the end of the introductory period, or any extension thereof, is the sole right of management and shall not be subject to the grievance procedure.

At the conclusion of the introductory period, the Agency will decide whether to extend the introductory period for a specified time, or will allow you to enter a “regular” employment classification. Should the introductory period be extended by the Agency, it shall be extended for no longer than 90 additional calendar days. Once an employee enters “regular” employment the provisions addressing

Union membership

Leave accrual

Vacation accrual

Grievance appeal

Disciplinary Status

shall become effective.

As a general rule, introductory employees are not eligible for Agency sponsored benefits. Management reserves the right to grant such benefits at its sole discretion without altering the at-will nature of the employment or the introductory status of the employee.

Throughout this Memorandum of Understanding, you will see references to your “anniversary date.” This is the date on which you complete your introductory period, not your date of hire.

For the purposes of determining the applicability of various policies, practices, and benefits, employees are classified by the nature of the position to which they are assigned and by their normally scheduled hours of work. A change in classification, including a change in compensation, will occur only if you are notified of such a change in writing which is signed by the appropriate project director, Human Resources Director, and the Executive Director.

While additional work group classifications may be established by the agency, or by applicable state or federal wage/hour laws, the definitions most commonly used by the agency are as follows:

Regular Full-Time Employees: Persons holding positions generally intended to be part of continuing operations and who normally are scheduled to work 30 or more hours per week.

Regular Part-Time Employees: Persons holding positions generally intended to be a part of continuing operations but who normally are scheduled to work less than 30 hours per week.

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Non-Regular Employees: Persons temporarily employed to work on special projects for short periods of time, or those who have no regular schedule but periodically are called to work on a fill-in, on-call, or substitute, as-needed basis. These positions are not necessarily intended to be a part of continuing operations.

Non-regular employees who temporarily work daily or weekly schedules similar to those of regular full- or part-time employees may not continue employment for longer than 90 workdays unless longer employment is authorized in writing by the Executive Director (in the instance of Head Start employees, non-regular employees may not continue employment for longer than 30 workdays without Policy Council approval). If a position is established in which a non-regular (temporary) employee has been employed, the position will be advertised as would any other new position.

Employees who are subject to state and/or federal minimum wage and overtime laws are referred to as non-exempt employees; those not subject to these laws (ordinarily defined as executives and managers) are exempt employees. Although “regular” positions are intended to be part of continuing operations, there is *no guarantee* that the job will continue for any specified period of time or that work will be available on an everyday basis. Any position, whether regular or non-regular, may be eliminated at any time with or without notice or cause.

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Article 9:

VACATIONS

Eligibility: No vacation accrues during the first 90 workdays of service (the “introductory period” of employment or any extension thereof). Assuming continuously active employment and eligibility, vacation accrual for employees begins after the completion of 90 calendar days (or any extension of the introductory period) of continuous employment at the rate of 0.0385 hours for each hour worked. The accrual continues at this rate through the end of the second anniversary date of employment. Beginning in the third anniversary year, and continuing through the end of the fifth anniversary year, the accrual rate is 0.0577 hours for each hour worked. Beginning in the sixth anniversary year (and continuing thereafter), the accrual rate is 0.0769 hours for each hour worked.

Years of Service:	Vacation Hours for each hour worked:
1-2 years	0.0385 hours for each hour worked
3-5 years	0.0577 hours for each hour worked
6+ years	0.0769 hours for each hour worked

Persons in non-regular assignments (i.e. temporary and substitute employees) do not accrue vacation pay or time off. Furthermore, any employee who is on leave of absence does NOT accrue vacation during the unpaid portion of the leave.

Cap: Employees who are eligible to accrue paid vacation may accumulate up to a MAXIMUM of 160 hours of unused vacation accrual (see below for instructions for taking vacation as time off). If the “CAP” is reached, the accrual will stop until paid vacation is taken as time off. Once vacation is taken, the accrual will resume (assuming active employment) until the cap is again reached. Except in the event of termination of employment, payment in-lieu of time off is not granted.

Vacation Pay: Vacation pay is based on one’s normal straight-time rate, excluding overtime.

When to Take Vacation: Provided an employee’s work schedule permits and an employee has received written permission from their supervisor, vacation (a minimum of one hour at one time) may be taken at any time up to a maximum of the number of hours accrued.

In order to assist in the scheduling of vacations, vacation requests will be put in no later than 30 days before the requested date. Consistent with work requirements, every effort is made to honor vacation requests. However, business demands may prevent the agency from honoring a request to take vacation at a particular time. The timing and the length of a vacation are within the Agency’s discretion and a decision whether to grant a requested vacation will depend upon the needs of the program. If the Employer is unable to approve vacation requests due to operational needs,, the Employer will work with the Employee to figure an alternative time when the Employee can be granted vacation.

Employees will be encouraged to use accumulated vacation hours during seasonal closures.

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Article 10:

LEAVES

Paid Sick Leave:

No sick leave accrues during the first 90 calendar days of service (the "introductory period" of employment) or any extension thereof. Unused sick leave may be accumulated to a maximum of 160 hours. Persons in non-regular assignments (i.e. temporary and substitute employees), and nay employees on unpaid leave of absence do not accrue sick pay.

Paid sick leave is designed to provide income protection in the event of absence due to an employee's personal illness or injury and/or to care for an employee's child who is ill or injured (provided the employee is the primary caregiver in the home of the child). Time off for medical and dental appointments also may be treated as paid sick leave (though normally use of sick time for this reason requires prior approval from the employee's supervisor).

Medical and other personal appointments should be scheduled at times when they do not interfere with work.

Sick pay is based on normally scheduled straight-time earnings, excluding overtime. Benefits ordinarily are reduced by any form of disability insurance or workers' compensation benefits to which an employee is entitled. No payment is made for unused sick leave if an employee resigns or employment is terminated for any reason.

Eligibility for sick leave benefits requires notification of expected absence in accordance with KCAO attendance policies. Failure to make proper notification, or to supply an acceptable certification form from a health care provider if requested (ordinarily in the event of absences of three (3) days or longer, and/or when absence covered by sick pay occurs on the day before or after a holiday), may result in the employee being ineligible for benefits. Unless the result of a substantiated illness or injury, arriving late for work does not constitute eligibility to receive sick pay.

Bereavement Leave:

Regular full-time and regular part-time employees may be granted up to three (3) work days off with pay in the event of death of a current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. If additional time off is needed and approved, or if an employee does not qualify for paid bereavement leave, or if time off is requested to attend the funeral of a relative or person other than those defined above, employees may use vacation if available and approved in advance by their supervisor, or may be given approval by their supervisor to take the time off without pay. Bereavement pay is based on normally scheduled straight time earnings, excluding overtime. In order to receive bereavement pay, employees must make proper notification of their absence and receive prior written approval from their immediate supervisor, project director, and the Executive Director. Persons in non-regular assignment (i.e. temporary and substitute employees) are not eligible for paid bereavement leave.

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Jury Duty:

Non-exempt employees who have completed their introductory periods will receive full pay (as scheduled, excluding overtime) while serving up to ten (10) days of jury duty leave. Employees should notify their supervisor of the need for time off for jury duty/witness leave as soon as a notice or summons from the court is received. Employees may be requested to provide written verification from the court clerk of performance of jury service. If at least three (3) hours of work time remain after any day of jury selection or jury duty, employees will be expected to return to work. If less than three (3) hours of work time remain after any day of jury selection or jury duty, employees will check with their Department Head as to whether to return to work for the remainder of the work schedule. Once an employee has been summoned to serve on a jury or as a witness, he/she will need to:

1. Provide written documentation of the need for the leave.
2. Upon completion of jury/witness duties, employees will need to reimburse KCAO the amount received from the courts up to a maximum of 10 days.
3. Any mileage paid by the courts will not be deducted from the employee's Jury duty check.

Voting Time:

Employees are encouraged to exercise their rights as citizens to vote in all local, state, and federal elections. If work schedules are such that an employee is not able to reach their polling place before or after work, paid time off may be permitted to the extent required by law for statewide elections. Requests for paid time off must be made not later than the second workday prior to the election. The maximum paid time off allowed is two (2) hours.

Attendance:

Attendance and punctuality are essential functions of all Agency positions. The absence of any employee, including reporting late or quitting early means less service to our clients and additional workloads for other personnel. For these reasons, perfect attendance and punctuality are the goals!

It is the attendance standard of KCAO that all employees are PRESENT and ON TIME in their assigned work area each day they are scheduled to work.

Full or partial day absence, arriving late, or leaving early may result in counseling or disciplinary action up to and including suspension or discharge.

Reporting Absence:

If an employee is unable to report for work, except under the most extenuating circumstances, they must personally (or are responsible to ensure that a responsible party) notify their immediate supervisor at least two (2) hours BEFORE their starting time in accordance with departmental procedures so that a replacement may be procured. If an employee's absence continues through the end of the workday, they also must call before the end of the day to report the probability of their return on the following day. Unless they are on an approved leave of absence, they must make proper notification each day they are absent. Failure to do so for a period of three (3) days will be considered by the agency that the employee has abandoned their position and voluntarily resigned their employment.

Proof:

If an employee is absent three (3) days or longer due to illness, medical evidence of illness and/or medical certification of fitness to return to work satisfactory to KCAO may be required before the Agency honors the sick leave request. Sick pay may be withheld if management suspects that sick leave has been misused. It also may be required that employees be examined by a health care provider selected by the agency. If an employee's absence is for reasons other than their own illness or injury, documentation showing proof that their absence is/was necessary also may be required.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Emergency Time-Off:

If approved by an immediate supervisor in writing, time off may be allowed for personal emergencies. Unless an employee's absence can be covered by an employee's unused vacation balance, time off is without pay. Requests should be infrequent and limited to emergency situations only. Medical and other personal appointments should be scheduled at times when they do not interfere with work - these are considered non-emergencies.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 11:

WORKING OUT OF CLASSIFICATION

Definition:

Out-of-classification work shall be defined as performing all the significant duties and major responsibilities of a specific position in a different classification.

If it has been determined that an employee has been directed or assigned by Management to perform work outside of their regular classification for a period in excess of five (5) consecutive workdays, or immediately, if assigned by Management in an acting or interim status, the employee will be compensated at the salary rate of the first step on the assigned position if higher than the employee's current salary.

- A. When the assignment is that of a higher position, the employee shall be entitled to a salary rate commensurate with the position assigned equivalent to the first step in that classification or grade than that of the employee being replaced.
- B. When the duties are those of a lesser position, in lieu of the employee's regular duties, there shall be no change in pay, if such pay does not violate any Head Start guidelines.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 12:

LAYOFF PROCEDURES

PURPOSE: To ensure that a fair process is followed when it is deemed necessary to reduce staff. If possible, in some instances, hours may be reduced rather than a person being laid-off.

Definition: Layoff is separation from regular or introductory status position due to a lack of work or a lack of funds. A layoff does not include the time off due to the regularly scheduled program operational season or schedule including normally scheduled closures. Non twelve-month employees are not considered laid-off during the months the program or the worksite is/are closed.

Seniority as referenced in this Article shall be determined by the date of successful completion of the introductory period

Union Notification:

KCAO will provide the Union with notice of potential need for layoffs as soon as KCAO is made aware of such a need. The Union shall be afforded the opportunity to meet with KCAO to discuss potential alternatives. A copy of the current seniority list shall also be provided. The parties will work together to address any discrepancies with the seniority list.

1. When a reduction in work force is required as described above, layoffs will be made in the following order:
 - a. Temporary employees.
 - b. Newly hired employees on introductory status
 - c. If it is necessary to reduce personnel further, the selection of the employee to be retained shall be based on employee's seniority. Seniority shall be based solely on inverse order of seniority
2. KCAO will notify employees subject to layoff (in the form of a written notice) prior to the effective date of the layoff. The agency will inform employees in case of funding loss as soon as it receives formal notification thereof by the funding agency. Written notice will include the effective date, reason for layoff, options and re-employment rights. Except in emergency cases all employees will be given a minimum of thirty (30) days layoff notice.
3. Employees must keep their personal information up to date. If they move, they must inform the Human Resources Department of their new address and phone number. KCAO will not be responsible for unanswered recalls if an employee does not update KCAO with current contact information.
4. The Human Resources Department will generate a list of all regular employees laid off or who accept a reduction in hours including job title, program, and site for a period not to exceed twelve months. This list shall be used before any other employment lists for vacancies that occur in the classification. An employee who has accepted reduction in hours in lieu of layoff has the right to be re-employed in accordance with their experience, performance and qualifications, in a vacant position in the employee's former position.
5. Failure to respond to a written notice or failure to accept an offer of re-employment within the same classification shall be cause for the employee to be removed from the re-employment list.

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6. An employee is not considered laid off or unemployed during a program's seasonal shutdown or minimal staffing periods or when reassigned in such periods.
7. The agency reserves the right to make promotions, transfers, assignments, reassignments, demotions, lay-offs, and dismissals at its sole discretion.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 13:

FULL UNDERSTANDING

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to meet and confer.

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint the opportunity to make demands and proposals or counter proposals with respect to any matter subject to meet and confer and that the understandings and agreements arrived at after the exercise of the right are set forth in this Agreement.

The parties agree, therefore, that except as otherwise provided herein, neither party shall be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement unless required by Program changes or requirements.

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement and, if required, approved and implemented by the Policy Council and Board of Directors.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 14:

HEALTH AND SAFETY

In order to protect the health and safety of workers, parents, and children, the parties agree that safety in the work place is a cooperative effort and that everyone shall comply with the appropriate safety and health laws and practices, including guidelines for the handling of hazardous/infectious substances. Employees shall be trained in the appropriate practices and guidelines for the handling of such substances. It is the employees' responsibility to report unsafe or unhealthy conditions. It is the Agency's responsibility to respond quickly and appropriately.

To assist in the pursuit of the goal of providing, to the extent feasible, a safe place of employment for its employees, it is agreed that KCAO reserves the right to adopt departmental and/or agency rules, regulations, or policies, which become effective immediately upon posting.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 15:

SEVERABILITY

If any part or provision of this Agreement is rendered or declared invalid by any existing or subsequently enacted state or federal legislation, local rule or regulation as set forth by the funding bodies, programs, or Agencies, or by any decree of any court of competent jurisdiction, the remaining portions shall continue in full force and effect.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 16:

STEWARDS

STEWARDS. KCAO recognizes and agrees to deal with KCAO employee designated and accredited as UNION stewards as representatives of the UNION in all matters relating to grievances, interpretation of this MEMORANDUM, and representation as specified by State and Federal law.

UNION NOTIFICATION OF STEWARDSHIP. The UNION agrees to notify KCAO in writing of the names, titles, addresses, and phone numbers of the KCAO employee stewards representing EMPLOYEES and shall send a copy of such notice to the Executive Director or designee within five (5) working days of their designation. Changes to the listing of stewards will be provided within five (5) working days of the appointment of such position by the UNION as they occur. The KCAO agrees that no steward will be discriminated against for his/her designation or lawful activity as a steward.

STEWARDS RELEASE TIME. KCAO shall allow stewards reasonable release time to attend grievance meetings on filed grievances if:

- a. All critical work duties have been performed.
- b. Substitutes are not required for coverage.
- c. The steward has secured prior written approval from his/her supervisor which shall not be unreasonably denied.
- d. Release time will be provided and paid by KCAO.
- e. No travel expenses associated with the performance of steward responsibilities will be paid by KCAO.

STEWARDS BUSINESS.

Stewards shall perform internal UNION business on their own unpaid time and without disruption to the normal operation of the site.

Stewards shall be subject to the following:

Stewards shall have the right to serve as a representative for EMPLOYEES in grievance or disciplinary procedures as provided for in this MEMORANDUM.

Before performing grievance or disciplinary appeal work the steward will obtain the permission of his/her designated supervisor.

The steward shall report back to his/her designated supervisor as soon as the grievance or disciplinary appeal work is completed.

In cases where immediate approval is not granted, the supervisor shall inform the steward of the reasons for the denial and establish an alternative time when the steward can expect to be released from his/her work assignment.

After receiving approval of his/her designated supervisor, a steward shall be allowed reasonable time off during working hours to present such grievances and appeals.

STEWARDS ACCESSIBILITY. Stewards shall have reasonable access to EMPLOYEES during their scheduled work, rest periods, or lunch, provided such access does not interfere with KCAO business.

SOLICITATION OF UNION MEMBERSHIP. Solicitation for membership shall be conducted during an employee's own time which includes breaks, lunch, and before and after work.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

TIMELINE DURING GRIEVANCE PROCEDURE. KCAO shall not be required to postpone any grievance because the specific Steward that the EMPLOYEE requested is unavailable if there is another steward is available at the time the grievance is scheduled. The unavailability of a steward shall not cause the grievance timelines to be delayed however, grievance timelines can be extended by mutual agreement of the parties.

NUMBER OF STEWARDS. The Union will designate five (5) employees to serve as Union Stewards.

STEWARD REPRESENTATION. Changes in site location, name, or the opening /closure of sites will not preclude the representation by a UNION steward.

STEWARD CONFIDENTIALITY.

The UNION agrees that grievances should be handled with confidentiality before, during, and after the grievance process. Stewards understand that issues that are confidential in nature which give rise to a proposed disciplinary action(s) will not be discussed with other employees, members of the public, representatives of the news media, or others who do not have a direct and documented “need to know” the details of the proposed discipline.

KCAO may refuse to recognize or to deal with any steward who violates this confidentiality. All stewards must comply with any funding requirements and applicable laws and regulations that invoke confidentiality. The UNION recognizes the importance of this provision. If KCAO feels that a steward has violated this, then KCAO may immediately refuse to deal with that steward and may begin disciplinary action for those actions which violate confidentiality policy, funding requirements or applicable law. The UNION may request a meeting to confer with KCAO on any actions of KCAO related to any breach of confidentiality by UNION members or employees.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 17:

MEMBERSHIP DUES

All employees of the bargaining unit, have the right to become members (or not to become a member) of the union at any time. Union membership is not a criterion for employment (or continued employment) at KCAO.

SEIU shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining units by KCAO. All employee members of the union may, at any time, withdraw authorization for dues deduction by written notice to KCAO. This will effectively terminate their membership in the union.

1. KCAO shall deduct in accordance with the SEIU dues schedule, dues from the wages of all unit members who have submitted dues authorization forms to KCAO and have not submitted request to stop dues withdrawal.
2. KCAO shall deduct the initiation fee and dues in accordance with the dues schedule, from the wages of all unit members who after the date of execution of this Agreement, become members of SEIU and submit to KCAO a dues authorization form.
3. Nothing contained herein shall prohibit an employee from paying dues and/or fees directly to SEIU.

KCAO shall pay to SEIU within 14 days of the deduction all sums so deducted less an administrative fee of \$.30 per deduction per pay period.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 18:

SALARY

KCAO's Child Development Programs and Head Start programs are dependant upon and funded by the state and federal government. Neither KCAO nor the Union has control of the level of funding or the requirements mandated by the respective agencies that fund KCAO's programs. The funding of these programs can and do experience increases and cuts – often with little to notice. Also, some contracts are not renewed or are not intended to last more than a specified period of time.

KCAO funding for approved contracts can be dependent on the approval of county, state and/or Federal budgets. The absence of signed county, state and Federal budgets can result in disrupted or temporarily suspended employment when budgets are not approved in a timely manner.

It is the intention of both parties to minimize the potential negative impact on employees that this funding variability may cause, however, the needs of the clients KCAO and its employees serve must be paramount.

Cost Of Living Adjustments (COLA's)

Periodically, the agencies that fund KCAO will augment KCAO's funding with Cost Of Living Adjustments (COLA's). COLA's, from the point in time they are actually received by KCAO, will be applied towards employee's salary and benefits (to the extent that the COLA is applicable to salary and benefits. COLA's will be applied in the following manner:

Child Development Program Employees:

KCAO's Child Development Department has many different contracts. Rarely do all contracts get the same COLA. Historically, in the same year it is not uncommon for a few of the Child Development contracts to get a COLA and others receive none at all. Hence, KCAO will apply a formulated percentage of the COLA to all employees of the department (the formula would be how much of the department's funding received the COLA divided by the department's total funding times the COLA) example: if 50% of the department's funding received a 5% COLA, every employee would receive a 2 ½ % COLA.

Head Start Program Employees:

KCAO's Head Start Department has several different contracts. Rarely do all contracts get the same COLA. Historically, in the same year it is not uncommon for a one of the Head Start contracts to get a COLA and others receive none at all. Hence, KCAO will apply a formulated percentage of the COLA to all employees of the department (the formula would be how much of the department's funding received the COLA divided by the department's total funding times the COLA) example: if 50% of the department's funding received a 5% COLA, every employee would receive a 2 ½ % COLA.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Funding Changes and Termination of Contracts

Periodically, contracts are reduced or terminated. Other contracts are not renewed or are not intended to last more than a specified period of time. It is the goal of both KCAO and the Union to minimize the impact of these events on the employees, KCAO and the community we serve. KCAO and the Union agree that there must be a maximum amount of flexibility of management to work creatively to address changes in funding.

To this end, management reserves the right to reassign, realign and redistribute employees, job functions and schedules to meet changing programmatic/contractual requirements and funding situations with every effort made to minimize any negative impact on wages, number of working hours of employees, and the need for potential layoffs.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 19:

HEALTH BENEFITS

KCAO shall continue to pay for its share of the cost of the health plan, including the dental and vision plans, at the current level (full-time employees). This is:

A cap of 65% of Health Plan premium (including Prescription Coverage) and 85% of Dental and Vision Plans' premium.

The parties agree to a reopener to discuss the Health Benefits portion only of this Article on or about April 2014.

ADDITIONAL BENEFITS

401 (k) Plan

Eligible employees have the opportunity to deposit funds by payroll deduction into the Kings Community Action Organization, Inc. 401 (k) Retirement Plan. The 401 (k) Retirement Plan is for the exclusive benefit of all eligible employees and their beneficiaries with the intention to provide a measure of retirement security. Details of the Plan are available from the Fiscal Department or Human Resources Department. For the term of this agreement, the Employer will continue to provide up to a 2% match to the existing 401K Plan.

Flexible Benefits

KCAO offers employees the opportunity to participate in other tax-deferred plans in accordance with IRS code 125. Detailed information may be secured in the Human Resources Department.

Employee Assistance Program (EAP)

KCAO's EAP provides short-term counseling, referral, and follow-up services for employees and persons in their household. KCAO is committed to helping businesses promote overall employee mental and physical health.

Training

Employees are encouraged to continue their formal training through attendance and participation in approved meetings and seminars – especially those programs that are directly related to agency operations, activities, and objectives and that will place employees in a position to improve their job performance.

A project director (or the Executive Director in the event of out of state travel) must approve reimbursement for attendance at training programs at the specific request of KCAO for all out-of-pocket expenses for meals, lodging and travel to the extent they are approved. Compensation for time in attendance is based on regularly scheduled straight-time hours, normally to a maximum of eight hours per day. Attendance expectations (such as which workshops should be attended etc.) will be determined by the supervisor prior to the travel.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

The benefits described in this Agreement constitute the totality of benefits provided employees of the bargaining units of KCAO.

Life Insurance

KCAO will provide term life insurance to cover eligible regular full-time and part-time employees. The premium for employee term life insurance is paid by KCAO.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 20:

EMPLOYEE PROTECTION

KCAO has established a Violence In The Workplace Prevention Policy in order to protect our employees from hostile clients and co-workers in the workplace.

Health and Safety Committee

The purpose of the committee is to help employees and management work together to identify safety problems, develop solutions, review incident reports and evaluate the effectiveness of our safety program.

The committee is composed of a representative from each site and department. The committee shall make recommendations on policies regarding employee's health and safety. All information shared in the committee meetings is disseminated to staff at monthly staff meetings.

KCAO will provide notes from the Safety Committee meeting(s) at the Union's request.

Training Programs

As part of its commitment to preventing workplace violence, KCAO has established training programs for employees. Training will be included as part of the Safety Committee meetings as well as part of the new employee orientation. Thereafter, all Safety Committee members will be scheduled for annual refresher training.

No Retaliation Clause

All work-related injuries and illnesses, regardless of their extent or nature, and any unsafe working condition or practice must be reported immediately to management-you may report any such matter without fear of retaliation. In the event that medical attention is required, emergency services or appropriate medical care is to be obtained as directed by management.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 21:

MISCELLANEOUS PROVISIONS

MILEAGE

Bargaining unit members that are required to use their personal automobile in order to carry out their regular assigned duties, or for other Agency approved non-union travel, shall be reimbursed at the IRS allowable rate.

MINIMUM CALL-BACK/UNFORESEEN

Any employee called-back to work after he/she has completed his/her assignment and left the premises or is not scheduled to work, shall not be asked to work less than two (2) hours. They shall be compensated at the appropriate rate.

KCAO will make all reasonable attempts to notify employees at least one hour prior to their scheduled work shift to notify them if they will not be needed to work. If employees (assigned to work) arrive to the worksite and KCAO has not made reasonable attempt to notify employees (as described above) are not allowed to start work through a directive of KCAO, those employees shall be compensated at least one (1) hour of pay.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 22:

PAY SECURITY

Regular employees assigned to temporary work in another program (i.e.: Child Development to Head Start or Visa Versa) the employee shall keep their own pay rate if it is higher than the position they are covering, if the reverse happens, the employee will be compensated at the first step of the higher pay grade of the position they are covering. At no time will an employee have to take a cut in hourly pay rate to cover a temporary assignment.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 23:

UNION ACCESS

The Union shall have access to KCAO worksites for the purpose of engaging in lawful union activity related to the servicing of union employees. This access shall include the right of the union representative to investigate grievances, investigate safety concerns, and enforcement of the MOU. Union representatives shall provide at least two (2) hour notice prior to visiting any KCAO worksite unless there is an emergency, in which case, the Union representative will provide notice as soon as possible. The Union representative will observe all KCAO policies and check-in procedures and will not enter a KCAO worksite with the intent of causing disruption at the workplace. All attempts will be made to contact employees only during the employee's break, lunch periods, before or after work.

If any issues occur that restrict the access of the union Representative, a meeting will be scheduled with Human Resources within two (2) business days to figure out appropriate access to the facility.

KCAO / SEIU 521 MEMORANDUM OF UNDERSTANDING

Article 24:

TERM

The provisions of this Memorandum of Understanding shall become effective upon ratification of the parties and shall continue in full force and effect in compliance with any determination of the National Labor Relations Board through and including December 30, 2016.

The parties shall commence negotiation on a successor MOU on or about September 1, 2016.

For KCAO:

Raymond M. Leunc

KCAO Chairperson

~~*[Signature]*~~

3-19-14
Date Signed:

For SEIU 521:

~~*[Signature]*~~

Bonetta Clark

Luiza Feb

Jacky Pardon

Date Signed:

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Questions and concerns related to contract matters
contact SEIU Local 521 Contract Enforcement Department
(661) 321-4181