

**Encompass Community Services / Head Start
/ Early Head Start**

And

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

Memorandum of Understanding

2017 - 2019

**Encompass Community Services / Head Start / Early Head Start
And
SEIU 521**

Memorandum of Understanding

Article 1, Agreement

This Agreement is entered into between the Encompass Community Services, Early Head Start/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 the Agency to assure maximum service of the highest quality and efficiency to the clients consistent with its obligations to the employees it represents. The Agency 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 "Early Head Start/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 Early Head Start/Head Start/State Pre-K bargaining unit shall consist of all full-time and regular part-time employees listed in the classifications provided in Appendix A of this Agreement employed by the Agency at its Early Head Start/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 classifications listed in Appendix A shall become members of the bargaining unit the pay period immediately following completion of 400 hours during one contract year. A contract year is defined as August 1st through July 31st of the following year. Once a substitute has satisfied this threshold, they shall be considered in the bargaining unit. These hours will no roll over from one contract year to the next year. If a temporary or substitute employee does not complete 400 hours in a contract year (regardless of how many assignments they work) their hours will start over at the beginning of the next contract year.

Article 3, Federal Regulation of Early Head Start/ 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 the Head Start Act, Head Start Program Performance Standards, Child Care Food Program regulations, State of California Community Care Licensing Division Regulations, as well as other applicable federal, state and local rules, regulations and laws. State Pre-K is currently a State funded preschool program serving 3 and 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 any changes in the designated Stewards.
- D. The Agency and the Union will jointly offer a four (4) hour Shop Steward Training for management and stewards during the fall of each year, upon request by SEIU.

Section 2 Bulletin Boards:

The Union shall be provided space on Early Head Start/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 will have access to a separate bulletin board in staff areas in at each location. Only informational material and meeting notices may be posted. No derogatory, inflammatory, discriminatory 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 or Union designee (known as "Union representative") will have fifteen (15) minutes at the end of the Employer's regular orientation to make a presentation to new bargaining unit members. The Union representative will be informed of the day, time, and location of the new employee orientation at least one week in advance, where such notice is possible.

Section 4 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 5 Union Access:

With prior notice to the Child Development Director, or his/her designee, 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 so long as there is no disruption of work. 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 6 Negotiations:

Three 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. Whenever possible, union bargaining team members shall consist of employees from different classifications and/or programs. The Union shall notify the Child Development Director, or his/her designee 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 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.

Section 8 Union Notification:

The Union shall be given five (5) working days written notification of any matters within the scope of representation (that impacts the wages, hours and working conditions) proposed to be modified or adopted by the Board of Directors or management and shall be given the opportunity to meet and confer with the Union prior to its adoption.

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, ethnicity, disability (physical or mental), family care status, legally protected medical conditions, medical condition, marital status, veteran status, any other non-merit factor unrelated to job duties, sex, pregnancy, childbirth or related condition, sexual orientation, gender identity, gender expression, political affiliation or Union activity or any status protected by Federal and State law and regulation.

Article 6, Discipline and Discharge

Notice of Dismissal, Suspension or Reduction in Rank

The Agency shall notify the Union in writing (email, mail or fax) of any intended dismissal, suspension or reduction in rank of employees covered by the Memorandum of Understanding. This notice shall be the same day as the notification of the employees.

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 of Personnel Policies explicitly incorporated herein and in the Corrective Discipline outlining the Agency's option to initiate paid administrative leave in connection with disciplinary action. The time lines specified in Article 6 may be extended by mutual agreement of the parties.

In general, the process is as follows:

Counseling Procedure

An opportunity for the employee and the supervisor to informally discuss work-related problems and concerns, an oral counseling is the first step of progressive discipline. A conversation between the employee and the supervisor includes a thorough review of the problem area, what is expected and why, as well as an explanation to the employee of why the expectations of the employee's conduct have not been met. The supervisor should give the employee an opportunity to explain the reasons for the conduct and offer suggestions for improvement.

Initial Corrective Action (Verbal) - in which performance deficiencies are verbally explained to the employee and suggestions for improvement made. The conversation is documented on the Corrective Action Notice (CAN), marked as an initial CAN and placed in the employee's Headstart file and given to the employee by email or other appropriate means.

Written Corrective Action - in which an employee receives a written notice documenting the performance problem on the CAN, marked as a written CAN, and placed in the employee's Encompass personnel file and given to the employee by email or other appropriate means.

A supervisor will present a written CAN as soon as reasonably possible but not more than six (6) months from the date the employee's supervisor had knowledge of the conduct or performance problem at issue.

Termination - in which the employee is terminated for cause. Employees who engage in misconduct including but not limited to those outlined as "Unacceptable Activities" in the Encompass Personnel Misconduct Policy or who violate the Encompass Personnel Ethical Guidelines or the Agency Personnel Drug and Alcohol Free Workplace Policy 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 Early Head Start/Head Start/State Pre-K and Encompass 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 Child Development Director, or his/her designee shall not present an Early Head Start/Head Start/State Pre-K termination to the Early Head Start/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. Written Corrective Action, Suspension or involuntary reduction in rank resulting in loss of pay

In cases of written corrective action suspension or reduction in rank, which results in a loss of pay, the affected employee shall have the right of appeal up through the Child Development Director.

Step 1 (Manager) - An employee who has received the 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

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 fifteen (15) working days of receipt of the written appeal shall prepare a written decision to either uphold, repeal or amend the disciplinary action and the state basis for the decision.

Step 2 (Child Development Director) - If the employee remains dissatisfied with the decision of his/her Manager, that decision may be appealed in writing to the Child Development Director, or his/her designee within ten (10) working days of receiving his/her Manager's decision. The Child Development Director, or his/her designee 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 fifteen (15) working days of receipt of the appeal.

b. Termination Appeal

Step 1 - An employee who has been terminated may appeal the decision to the Child Development 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 Child Development 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 Child Development Director or his/her designee, within ten (10) working days of receiving the Child Development Director's decision, the employee may file a written appeal with the Executive Director of the Agency. The Executive Director/CEO 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 Early Head Start/Head Start/State Pre-K or the Early Head Start/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 Child Development Director, or his/her designee 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 employees serving their initial probation period as described in the Agency's Probation Period Policy 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

Employees shall be entitled to take one (1) fifteen (15) minute rest break for each four (4) hours of work performed by such employee in a work day. Such rest breaks shall be taken after two (2) hours of work, if possible. Authorized rest period time taken shall be counted as time worked. Rest periods should not be waived.

Lunch periods are uncompensated and should be taken away from the employee's work station. Employees will be relieved of all work during the lunch period. Generally employees are entitled to at least a thirty (30) minute lunch break. Employees will not be compensated for their meal breaks unless they are required to work. An "on duty" meal break is permitted only when the nature of work prevents the employee from being relieved of all duty. In such circumstances, employees must complete a "Meal Period Waiver" form.

Article 9, Hours of Work and Overtime

- A. The workweek for Early Head Start/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 Early Head Start/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 Early Head Start/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.
- E. Make-up Time

Purpose/Policy

Pre-approved make-up time is available to allow employees to attend to personal obligations during their regularly scheduled work day.

Definition

1. Pre-approved make-up time may be requested by non-exempt employees who need time-off to tend to personal obligations.
2. Use of make-up time is voluntary. The Agency does not encourage, discourage, or solicit the use of make-up time.

Eligibility

All non-exempt employees are eligible for make-up time.

Procedure Requests

1. Make-up requests must be submitted in writing to the supervisor using the Make-up Time Request Form. A separate form is required for each occasion the employee requests make-up time.
2. If an employee requests time off that will be made up later in the work week, the supervisor must receive and approve the request at least 48 hours before the desired time off. If an employee asks to work make-up time first and then to take time off later in the work week, the employee must submit the request at least 48 hours before working the make-up time.

3. Make-up time request must be approved before the employee can take the requested time off or work the make-up time, whichever is first.
4. Requests are considered for approval based on the legitimate business needs of the Agency at the time the request is submitted.

Use of Make-up Time

1. Employees may not work more than 11 hours in a day or 40 hours in a work week as a result of using make-up time.
2. All make-up time must be worked in the same work week as the time taken off (the Agency's seven day work week is Sunday through Saturday)
3. If an employee takes time off and is unable to work the scheduled make-up time for any reason, the hours normally missed are unpaid. However, the employee's supervisor may arrange, if possible, another day to make-up the time based on scheduling needs. If the employee works make-up time before they plan to take time off, the employee must take the time off, even if the time off is no longer needed.
4. Make-up time worked will not be paid at an overtime rate.

Employees who are assigned to work an additional day not regularly scheduled has the option to take another day off within the same workweek, or with the supervisor's prior approval, may request overtime. If an employee works overtime without prior approval, the employee may be subject to discipline. The employee and supervisor will document the trade of workday in writing via email.

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 Policies.
- B. Job Descriptions are developed by the Agency in accordance with Agency Personnel Policies.
- C. Training is provided to employees as specified in Agency Personnel Policies and as required by the Child Development Director, or his/her designee.
- D. Probationary periods are specified in Agency Personnel Policies.

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 Early Head Start/Head Start/State Pre-K employees. Early Head Start/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 Encompass Community Services 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 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.
6. Management Rights (Covered by Article 35)
7. Non-Discrimination (Covered by Article 5)

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 Early Head Start/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 ten (10) 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 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 Child Development Director, or his/her designee within ten (10) working days of receiving the Manager's written response. The Child Development Director, or his/her designee 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 Child Development Director, or his/her designee 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 - If the grievant remains dissatisfied with the decision of the Child Development Director, or his/her designee and/or mediation does not resolve the issue, the grievant should forward a summary outline of the problem to the Encompass CEO or designee within ten (10) working days of receiving the Child Development Director's, or his/her designee's written response or conclusion of the mediation if one is scheduled. Encompass CEO or designee will convene a Resolution Panel comprised of the Encompass CEO or designee, a representative selected by the Union, and a third member who is mutually agreed to by the Union representative and the Encompass CEO. If the third member agreed to require 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 Early Head Start/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 Child Development Director, or his/her designee 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 pre-approved expenses in accordance with Agency Personnel 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. For the term of this contract, the phone stipend or reimbursement shall be in accordance with Agency policy

Article 16, Workload Committee and Labor Management Committee

Labor Management Committee

- A. The Labor Management Committee will address matters affecting Employees that the Agency and the Union agree are appropriate for consideration by the Committee and will be brought to the Committee by the Agency and the Union. The parties acknowledge that the Agency is required to comply with all Early Head Start/Head Start/State Pre-K, State Child Development, State Licensing and all other applicable regulations regarding the performance of work under the Early Head Start/Head Start/State Pre-K programs.
- B. In addition to the Labor Management Meetings, staffing and workload distributions shall be subject to discussion between the Union and the Employer at the quarterly Workload Committee meetings. Daily workload issues at the operational level will be addressed with the employee's immediate supervisor first.
- C. The Labor/Management Committee consisting of up to five (5) representatives from the Union shall meet quarterly with the Agency at a location to be determined for no more than two (2) hours of paid time. The parties will exchange items for the agenda two (2) weeks in advance of the scheduled meeting. If there are no agenda items, the meeting will be cancelled. The parties agree to conduct these meetings with respectful communication in an effort to identify and problem solve around areas for improvement.

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. Early Head Start/Head Start/State Pre-K vacancies shall be filled in accordance with Agency Personnel Policies. The Agency shall post notice of all Early Head Start/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 Early Head Start/Head Start/State Pre-K vacancy to the ADP Career Center 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 of Union positions.
- D. New positions shall be filled to meet the needs of the Early Head Start/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 Early Head Start/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 Child Development Director or his/her designee, 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 previously served in the available position and 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 for Summer Break:

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 Summer 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

For this article, "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), grandparent, sibling, spouse or domestic partner of the employee.

Section 1 Eligibility:

Sick time is time off for illness, medical or health care appointments diagnosis, care or treatment of an existing health condition of, or preventive care for an employee or an employee's family member, or the death of a family member, or extension of bereavement leave. Up to three accrued sick days per year may be used for an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes allowed by state law.

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 employee's supervisor and the Early Head Start/Head Start/State Pre-K Administrative Office by calling in 1 hour ahead of shift start on the morning of an absence. The employee's supervisor and the Early Head Start/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.
- F. In accordance with Agency Policy, employees may utilize accrued sick time to care for an illness or injury of the employee's family member.

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 family member.

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 Child Development Director, or his/her designee. Paid bereavement leave does not have to be taken on consecutive days.

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 or designated vacation, 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, who accrue vacation days, will accrue vacation only if using sick or vacation time.
- C. An employee who accrues vacation days must have completed 90 days of continuous service before accrued vacation hours may be used.
- D. Separating employees who accrue vacation days will receive pay for unused but accrued vacation. Employees receiving vacation allotment are not paid out upon separation for allotted vacation days.
- E. 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 2 Vacation Accrual and Allotment:

A. Vacation Accrual

Vacation hours are accrued at a per pay period rate consistent with their accrual rate as detailed below. Employees working 20 hours or more, but less than 40 hours will accrue prorated vacation. For employees who accrue vacation days, accrual begins on the first day of employment.

- 1. Accrual for Regular full year employees in 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

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.
2. Special Accrual for full-time EHS and Head Start employees at duration sites:

Employees in duration will accrue the following vacation:

Period of Continuous Employment	Annual Vacation
0- 3 years	Hours worked x 0.0135% (3.5 vacation days/year for full-year)
3 years or more	Hours worked x 0.0327% (8.5 vacation days/year for full-year)

B. Vacation Allotment

- 1. Vacation allotment for regular Head Start Employees and EHS Employees in the positions of Teachers, Teacher Assistants, Family Service Advocates, and Home Visitors
 - a. 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
 - b. 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.
 - c. The one discretionary day of vacation is provided on hiring and is granted on a "program year" basis.
 - d. Upon separation of employment, employees do not receive payment for any unused allotted vacation days or designated vacation days not yet taken.
 - e. Home Visitors may alternate the one-week Spring recess for a different week by approval of the Child Development Director, or his/her designee.

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.
- E. Pay in Lieu of Vacation
 - 1. Payment for accrued vacation hours is an exception to normal policy.
 - a. Employees are encouraged to use their accrued vacation to help prevent job burnout
 - b. Managers should ensure that staff are taking appropriate time off
 - 2. In order to be eligible to receive pay in lieu of vacation employees must maintain 20 hours of accrued vacation time following payment. Eligible employees may receive payment for accrued and unused vacation time when funds are available and with approval from the Child Development Director.
 - 3. A request for pay in lieu of vacation indicating total accrued vacation hours and the number of hours to be cashed out must be approved by the Child Development Director.
 - 4. Any hours cashed out are automatically deducted from the employee's accrued vacation time.

Article 22, Holidays

The Agency 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	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday and Friday in November
Christmas Eve 1/2 day	December 24
Christmas Day	December 25
Employee's Birthday	---

All regular (working at least 20 hours) employees will be eligible for holidays

An employee's Birthday holiday is tied specifically to the birthday, to be taken within the same week as that in which the birthday falls. For birthdays that fall on a weekend, the day off can be taken during one of the weeks that fall on either side of the weekend. Employees who are off work during the summer break because of programmatic requirements, may instead take their Birthday Holiday on their Agency anniversary date, or, if their anniversary date also falls during the summer break, work with their Supervisor to decide upon an alternative date, once they return to work in the Fall. As with all holidays, it is not paid out upon separation of employment.

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 halftimes their regular rate if their supervisor gives prior approval. An alternate day off must be taken by the end of the second pay-period following the one in which the holiday falls. If the day off is not taken by this pay-period, the holiday hours will be added to the employee's next paycheck at their regular rate of pay.

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 Policies and Early Head Start/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 and State and Federal Law.
- B. Personal Leaves of absence will be granted in accordance with Agency Personnel Policy.

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 out-of-pocket cost of any health examination required by licensing regulations in accordance with the reimbursement amount established in the Early Head Start/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.

Section 2: Wage Increase

- In accordance with Section 3 below, 1% increase effective 11/1/2016 for Head Start/Early Head Start Employees
- State-Pre K teachers will begin receiving Head Start salary schedule wages retroactive to the pay period including July 24, 2017.
- Effective upon approval of this contract, on-call substitutes and on-call Childcare Assistants will move 1/2 step equivalent to 2%.

In addition to the COLA pass through, the agency will provide the following across-the-board salary increases:

- Effective November 1, 2017, the agency will provide a 0.5% across-the-board increase
- Effective November 1, 2018, the agency will provide a 0.5% across-the-board increase

Section 3: Head Start/EHS/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 and the Union 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.

Section 4: 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. If the position to which the employee has been temporarily assigned is a non-union position, during the period of time in which the employee is in the higher classification, the employee is not considered to be a union member, and no union dues will be deducted from payroll. Upon returning to the regular job classification, dues will again be deducted and the employee will again be considered a member.

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 Early Head Start/Head Start/State Pre-K. (Note: clinical counseling response level pay does not apply to Early Head Start/Head Start/State Pre-K).

- A. The current rates and eligibility requirements (exam) for bilingual pay are specified in Agency Personnel Policy.
- B. Bargaining unit employees shall not be responsible for the costs for Bilingual testing and/or scoring. The agency shall be responsible for all costs.

Article 29, Mileage and Other Reimbursements

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

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

The Agency provides access to medical and dental care coverage to all eligible employees and their dependents. The Agency 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 in accordance with federal regulations.

- 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. The Agency will provide the Union written notification of the health plan provider options within two (2) working days after receipt from the Agency's broker. SEIU may request to have a meeting with Human Resources to discuss the options available, and the Agency will hold this meeting before making a final decision on the provider. The Agency will endeavor to provide SEIU with 48 hours' notice prior to choosing a Health Plan Provider for the following calendar year.

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. Employees on temporary layoff electing family coverage may request that the Agency deduct the employee portion of premium over the course of three months of semimonthly payroll deductions for premium costs incurred from 1st day of the fiscal year, through the return to work date.

- 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 Agency 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. 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 Agency 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, Performance Evaluation

Section 1 Performance Evaluation

The purpose of the performance evaluation is to provide feedback on work performance. The evaluation process shall be consistent, objective and practical. It shall serve as a guide in planning the type of supervision, instruction, training, and counseling that may be needed by the employee. Employees will receive annual performance review during the focal period for each program (May-August). Failure to present the employee with an evaluation within thirty (30) calendar days of the focal period, shall result in a satisfactory evaluation of the employee as of the due date. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator(s). Any negative evaluation shall include documentation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.

If an employee is on leave during the focal period, the agency will provide a performance evaluation within 30 days of return from leave.

Section 2 Appeal for Evaluations Ratings

- A. If any employee believes their rating is improper and disagrees with the evaluation, the employee should sign the evaluation indicating disagreement, and within five (5) working days, prepare a written request as follows to the Child Development Director, or his/her designee:
 - 1) Identify the performance evaluation by stating the due date of the evaluation, the name of the evaluator and the date of the evaluation meeting;
 - 2) Specify the rating actions or comments in disagreement on the evaluation
 - 3) Give facts substantiating each disagreement and;
 - 4) Keep a copy of the written appeal; send the original to the Child Development Director
- B. Upon receiving the request, the Child Development Director, or his/her designee has ten (10) working days to make an appointment with the employee and the evaluator(s) to discuss the appeal. The employee may have a Union representative or Steward present.
- C. Within the same ten (10) working day period, the Child Development Director, or his/her designee must either sustain or change the evaluation of the performance and notify the employee and the evaluator(s) of the decision in writing. In case of a change on the evaluation, a revised copy of the evaluation shall be included with the decision.
- D. An evaluation with an overall rating of “meets requirements” or “exceeds requirements” cannot be appealed.

Article 33, Term of Agreement

This Agreement will become effective upon ratification by the Agency Board and the Union membership through and including September 30, 2019 and shall automatically be renewed from year to year thereafter, unless either party serves notice on the other in writing at least ninety (90) days prior to the end of the Agreement of its desire to terminate or modify this Agreement.

Article 34, 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 35, 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.

Article 36, Management Rights

The Union hereby recognizes the prerogative of the Agency to operate and manage its service delivery, operations, and responsibilities according to its determination. As the employer in this contract, the Agency retains all of the functions, rights, powers or authority not specifically abridged, delegated or modified by this Agreement. By way of illustration and not by way of limitations, the Agency shall have the right to:

- A. Manage and control the Agency’s business, the equipment, the operations and to direct the working forces and responsibilities of the employer; adopt reasonable rules and regulations
- B. Direct the work of all its personnel, including caseload assignments; determine the number of shifts and hours of work and starting time and the scheduling of all the foregoing.
- C. The right to direct the working forces, including the right to hire, promote, discipline, suspend and discharge employees, evaluate, transfer, assign work, create and revise position descriptions, etc.
- D. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods and processes of carrying on the work including automation changes, the institution of new and/or improved methods of changes therein.

Effective November 6, 2017

<u>For SEIU</u>
DATE:

<u>For Encompass</u>
DATE:

Appendix A

Bargaining Unit Positions:

Teacher Aide
Teacher Assistant
Teacher Assistant I
Teacher, Teacher I
Teacher II
Teacher III
Childcare Assistant
Family Service Advocate
Family Service Advocate I
Family Service Advocate II
Home Visitor
Home Visitor I
Program Assistant I
Program Assistant II
Program Assistant III
Receptionist
Maintenance I
Maintenance II
Maintenance III