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Article I Agreement

This agreement is entered into between Head Start Child Development Council, Inc., doing business in San Joaquin County (hereinafter referred to as the “Agency”) and Service Employees International Union, Local **1021**, (hereinafter referred to as the “Union”).

Article II Recognition

- A. The Agency recognizes the Union as the sole and exclusive bargaining agent for the purposes of collectively bargaining wages, hours, and other conditions of employment for all employees in the bargaining unit.
- B. The bargaining unit shall be defined as all Head Start Child Development Council, Inc. employees working one hundred (100) or more hours in the most recent quarter or two hundred (200) hours or more in the past two quarters including full time, part time, and temporary teachers, assistant teachers, substitute teachers, substitute teacher assistants, teacher aides, parent educators, office clerks, office assistants, transporters, bus drivers, cooks, home visitors, family service workers, family service worker supervisors, kitchen aides, maintenance workers, **mentor teachers**, and custodians employed in San Joaquin County, California and at the Brentwood work site and excluding managers, supervisors, confidential, and professional employees as defined in the National Labor Relations Act.
- C. Prior to the implementation of any new classification, the Agency and the Union will meet and confer for purposes of determining if a classification will be placed in the bargaining unit. If the parties cannot reach agreement, the Union may submit the matter to binding arbitration under the same arbitration procedures set forth in the Grievance Procedure and Arbitration Article. Such submission shall begin at the arbitration step.
- D. The Agency and the Union shall comply and recognize all State and Federal Regulation including but not limited to Title V, Title 22, Head Start Act and Head Start Performance Standards will pre-exempt any local agreements.

Article III Operation of Agreement

This Agreement, including attachments and side letters, constitutes the sole and entire existing Agreement between the Union and the Agency and supersedes all previous Agreements or understandings.

The waiver of any breach or condition of this Agreement shall not constitute a precedent for any further waiver of such breach or condition.

The Agency and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Agency and the Union, during the term of this Agreement, each waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, even though such subjects may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

MANAGEMENT RIGHTS

Except as otherwise expressly limited by the terms of this Agreement, the Agency, shall retain all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the Agency. or any division or part thereof. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Agency. shall include the following:

1. To determine the services to be provided.
2. To determine the Employers financial, budgetary and accounting procedures.
3. To direct and supervise all operations, functions and policies of the program in which the employees in the bargaining unit are employed.
4. To close any office, branch, operation, facility or combination of facilities, or to relocate, reorganize or combine the work of programs, offices, branches, operations or facilities.
5. To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote and assign equipment or supplies.
6. To determine the need for a reduction or an increase in the work force.
7. To establish revise and implement reasonable standards for hiring, classification, promotion, quality of work, safety materials and equipment.
8. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

9. To assign shifts, workdays, hours of work and work locations consistent with the terms of this agreement.
10. To designate and to assign all work duties.
11. To determine the need for and the qualifications of new, transferred or promoted employees.
12. To discipline, suspend, demote or discharge employees so long as such action is consistent with the terms of this agreement; and
13. To determine certification and/or education qualifications for positions and the need for additional education courses, training programs, on-the-job training and/or cross-training, and to assign employees to education, training, on-the-job training or cross-training for such periods as determined by the Employer.

Article IV

Union Representation

Section 1 Stewards

- A. The Agency and the Union agree that no employee shall be discriminated against for his/her designation or activity as a steward.
- B. The Union shall be entitled to select a reasonable number of stewards. Stewards shall not be recognized until the Union has notified the Agency in writing of the selection of such persons.
- C. The Agency shall allow stewards reasonable release time to investigate and attend grievance meetings if:
 - 1) All normal work duties have been performed.
 - 2) Substitutes are not required for coverage.
 - 3) Manager has given prior written approval.

Paid release time for investigation of grievance shall be limited to twenty five (25) hours per year for all stewards. Stewards shall not receive paid release time during seasonal layoff. The Chief Steward and the Human Resources Department shall track these hours.

Weingarten and disciplinary meetings, meetings with stewards requested by management, and grievance meetings shall be held at a time mutually agreed. The Steward, witness(es), and the affected employee(s) shall not suffer the loss of pay or benefits to attend the above mentioned meetings.

Human Resources management shall provide the steward all relevant documents and/or personnel files for the purpose of preparing, investigating, and representing the affected member at these meetings provided that the employee(s) at issue in the matter have willingly signed and submitted in advance a waiver to have said information and documents released to both the steward and the Union.

- D. The Agency will allow stewards to leave their worksite to prepare, investigate, and represent the affected member if the steward has received verbal and verifiable permission from their Program Supervisor. Permission shall be granted except in the event of emergency or when the employee's absence would disrupt the worksite, in which event, a mutually agreeable time will be set.

Section 2 Bulletin Boards

The Agency will furnish reasonable space on existing bulletin boards or wall space at each worksite that employs members of the bargaining unit. Posting of Union materials shall be allowed when the following conditions are met:

- 1) All materials shall be provided to the Human Resources Department in advance. Such material shall be accompanied by a signed and dated letter on SEIU letterhead identifying the Union Staff person responsible for the material.
- 2) All materials must be honest and contain the SEIU logo.
- 3) All materials must be removed from the bulletin board twenty-one (21) days after initial posting.

Section 3 New Employees

The Agency, as part of its orientation of new employees, shall allow the Union ten (10) minutes to present information about the Union.

Section 4 Union Use of Head Start Mailboxes

The Union shall be permitted to utilize the Agency's mail system after complying with the following requirements:

- 1) All information must be honest.
- 2) All materials must contain the SEIU logo.
- 3) All materials must be provided in advance to the Director of Human Resources for approval. Materials shall not be denied unreasonably. Such material shall be accompanied by a signed and dated letter on SEIU letterhead identifying the Union Staff person responsible for the material.

Section 5 Union Staff

Union Staff, with advance notice to the Agency, shall be permitted to visit any and all operations of the Agency where represented employees work provided such visits do not disrupt the operations of the Agency and are consistent with the Montoya law and provisions of Title XXII relevant to the Montoya law.

Section 6 Release Time for Bargaining Committee

As a matter of practice, the Agency and the Union will begin at-table bargaining sessions at 4:00 pm during the regular work week. In return, the Agency will release the members of the elected bargaining committee from their work duties at 3:30 pm on the days that such at-table contract negotiations are scheduled. Such members will be considered on "paid release time". This time shall be tracked by the Agency and billed back to SEIU for payment within 30 days of receipt of the invoice.

Each member must receive approval from their first level manager or supervisor. Release time shall not be granted if doing so would seriously interfere with the efficient operations of the Agency. However, the Agency shall make every effort to grant the request for release time.

Section 7 Notification

The employer will notify the Union, on a monthly basis with a list of all new hires by classification and work location and a list of all separated bargaining unit employees. The agency will also include the orientation schedule for the next thirty (30) days.

Article V
Employee Representation

Section 1 Representation

Upon request, employees shall have the right to have a Union representative present in any investigatory interview with supervisors or management where the employee reasonably believes the investigation could result in disciplinary action. Exercise of this right may not interfere with lawful Agency prerogatives.

The Agency shall not be required to postpone the interview because the specific Union representative the employee requests is unavailable, if another Union representative is available at the time the interview is scheduled. **The Agency and the Union shall attempt to schedule the meeting at a mutually acceptable time that does not conflict with the needs of the program.** The unavailability of a Union representative shall not cause the investigatory interview to be delayed by more than three (3) work days.

Section 2 Disciplinary Notices

All disciplinary notices, except **verbal** warnings, shall be given to the employee in question in writing and shall provide for the employee's response. The employee shall also be provided with a space to indicate receipt of the notice but not necessarily agreement with its content.

Article VI **Non-Discrimination**

Both the Agency and the Union agree that there shall be no discrimination against any employee covered by this Agreement as to any work related matter on the basis of physical and/or mental disability, medical condition, ancestry, marital status, race, color, national origin, sex, sexual orientation, age, religion, or Viet Nam Era and special disabled veterans, political affiliation nor Union membership or non-membership.

Article VII **Discipline and Discharge**

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 pursued through the grievance and arbitration provisions of this Agreement.

All disciplinary notices, except verbal warnings, shall be given to the employee in question in writing and shall provide for the employee's response. The employee shall be provided with a space to indicate receipt of the document but not necessarily agreement with its content. All records of a disciplinary nature will be maintained in the employee's personnel file, but if the employee has no further disciplinary problems for a period of one (1) year from the date of disciplinary action in question it will not be considered as grounds for further discipline.

WEINGARTEN RIGHTS

The United States Supreme Court has ruled that members of Unions are entitled to have a Union representative present during an interview which may result in discipline. This is called your Weingarten Rights:

- 1. Bargaining Unit members have the right to know the subject of the meeting and the right to consult your Union representative or Shop Steward prior to the meeting to get advice.**
- 2. Bargaining Unit members must have a reasonable belief that discipline will result from the meeting.**
- 3. Bargaining Unit members, who would like a Union representative or Shop Steward called into the meeting, must request one.**
- 4. Do not refuse to attend a meeting if a steward is requested but denied. Take notes of the meeting.**

Article VIII

Union Membership

Section 1 Union Membership and Fair Share

The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees, regardless of whether they are members of the Union. Subject to the remaining provisions of this section, all employees employed on or after the effective date of this Agreement and continuing until the termination of this Agreement, shall as a condition of employment either:

- (1) Become a member of the Union and remain a member of the Union for the duration of this Agreement, provided that such members may elect to resign from the Union ninety (90) days prior to the expiration of this Agreement; or
- (2) 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 assessments.

The Union agrees to make the financial report required pursuant to the Labor Management Disclosure Act of 1959 available to employees.

Bona Fide Religious Exception

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or financially support any employee organization as a condition of employment. Such employee shall be required, in lieu of periodic dues, initiation fees, or fair share fees to pay sums equal to such dues, initiation fees, or fair share fees to a non-religious, non-labor charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Service Code.

Proof of such payments shall be made on a monthly basis to the Agency as condition of continued exemption from the requirement of financial support to the employee organization.

Section 2 Separation from Bargaining Unit

The provisions of this Article shall not apply during periods that an employee is separated from the bargaining unit, but shall be reinstated upon the return of the employee to the bargaining unit. The term "separation" includes transfer out of the unit, layoff, and leave of absence with duration of more than thirty (30) calendar days.

Section 3 Compliance and Authorization to Deduct

- A. The Agency agrees to deduct dues, initiation fees, fair share fees, assessments, and any other contribution towards a Union program or fund, from each employee's wages, as specified by the Union for all employees who have given

written authorization. The Agency shall transfer all funds collected to the Union as soon as possible, but no later than ten (10) calendar days from the end of the final pay period each month.

- B. Upon receipt of written notice to the Agency that an employee has not complied with the requirements set forth in this Article, the Agency shall terminate the 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.
- C. If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Article, no such deductions shall be made for that pay period.
- D. At least quarterly, the Agency shall supply the Union with the name, social security number, classification, mailing address, home telephone number, and date of hire for all represented employees. Any newly hired employee and the names of any employees terminated, laid off, or who otherwise left the employment of the Agency during the previous month shall be designated on this list.

Section 4 Hold Harmless

The Union shall defend, indemnify, and save the Agency harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Agency under this Article. This includes not only the Agency's reasonable attorney fees and costs but reasonable cost of management preparation time. The Agency shall notify the Union of such costs on a case by case basis.

Article IX
Meal Periods and Rest Breaks

Section 1 Meal Periods

- A. The Agency shall abide by all State and Federal law with regard to meal periods.
- B. The first level supervisor shall schedule meal periods. The first level supervisor shall resolve all disputes or conflicts and ensure that coverage with regard to adult-child ratios are maintained. Any scheduling conflicts between employees shall be resolved upon the basis of seniority.
- C. Employees who are assigned away from their worksite during their scheduled meal period may use the Agency vehicles to drive a reasonable distance (up to five (5) miles in urban areas or ten (10) miles in rural areas) to obtain a meal.

Section 2 Rest Breaks

All employees who work four (4) or more hours in a work day shall be provided a ten (10) minute paid rest break per four (4) hours, or major portion thereof. Rest breaks shall be taken as close to the middle of the work period as practicable given the requirements of child care and regulations governing the coverage of facilities.

Article X
Hours of Work and Overtime**Section 1** Hours of Work

- A. The work week shall begin on Sunday and end on Saturday and shall consist of five (5) consecutive work days.
- B. The regular hours of work each day shall be consecutive except for the interruption for meal periods.
- C. Employees shall be provided with a work schedule at the time of hire. Any change in that schedule of less than thirty (30) calendar days shall be made with notice provided to the employee at least forty-eight (48) hours in advance. Changes to the schedule expected to last thirty (30) calendar days or longer shall be made only with two (2) weeks advance notice to the affected employee.
- D. Time spent preparing a classroom, curricula, and related materials shall be part of an employee's regular scheduled work day.
- E. Employees shall not be required to attend any meetings other than those regularly scheduled mandatory meetings for which written notice has been provided at least one (1) week in advance, except for emergency meetings in which case at least twenty-four (24) hour notice shall be provided and the subject matter shall be of an emergency in nature.
- F. The Agency shall provide work hours in addition to contracted hours, for time spent in annual classroom set-up (for all programs within the Agency) and initial Creative Curriculum Developmental Continuum child assessments at the start of each school year and when they occur for the four observation periods at the rate of 1.5 hours per child for the total number of assigned children's slots per class, for a maximum of 30 additional hours per period and start up. The initial start up additional hours must be accomplished the first 60 days of the school year. This shall not exceed 8 hours in a work day or 40 hours in a work week. The above provision will apply to new children entering the program after the 60 days as applicable.

- G. If the Agency decides to introduce either a time clock system or any other new system for monitoring time worked, notice shall be given to the Union and the Union may request to meet and confer regarding the system. Discussions shall include, but not necessarily limited to, concerns how the system is monitored, location of the clocks or system, ease for employees to comply with the system, notice and proper education.

Section 2 Overtime

- A. The Agency shall abide by all provisions of State and Federal law with regard to overtime.
- B. Overtime shall be compensated at time and one-half (1.5) the employee's regular rate of pay for the number of overtime hours worked.
- C. The Agency shall neither expect nor require excessive or chronic overtime (generally not to exceed ½ the normal scheduled days of work per work week) of an employee.
- D. If two or more employees are available, overtime shall be offered to employees in the classification in order of seniority at the work site. If there are no volunteers for the overtime assignment, then the overtime shall be assigned in reverse order of seniority within classification at the work site.

Section 3 Make Up Time

Employees may, with the permission of their manager, make-up time within a forty (40) hour work week. Employees requesting make-up time may make up to three (3) hours per work day without overtime pay. Employees may either take time off in advance of the make-up time or may make-up time in advance of anticipated time off needs within the same work week.

Employees who are requested to work an additional day not regularly scheduled shall have the option to either take another day off within the same work week or receive overtime compensation. Any trade of work days shall be done in writing. Request for employees to work additional days shall be provided with two (2) weeks advance notice whenever possible.

Article XI

Personnel Files and Evaluations

Section 1 Personnel Files

- A. Personnel files shall be maintained in the personnel records department in the central administrative office. The Agency shall treat personnel files as confidential available only to appropriate management staff.
- B. Employees shall have the right to review their personnel file by (1) appointment on their own time and (2) with a member of management or designee present. The Agency shall schedule the appointment at a mutually agreeable time within three (3) days of employee request. Employees may request a copy of their personnel file. Employees may authorize the Union to obtain a copy of their personnel file provided the written request is original, signed, and dated by the employee. Copies shall be provided within three (3) days of Agency receipt of request. Copies shall be charged at fifteen cents (\$0.15) per page and paid at time of delivery.
- C. Employees shall receive a copy of any derogatory material at the same time it is being placed in their personnel file. Employees shall have the right to place a written rebuttal to any derogatory material, evaluation, or disciplinary action into their personnel file, within seven (7) calendar days of when the document or material is first brought to the attention of the employee.
- D. When there is no disciplinary action against an employee for twelve (12) months, disciplinary actions of any kind older than twelve (12) months shall not be considered in any manner as the basis for further disciplinary action and/or termination.
- E. Each employee is responsible to provide the personnel records department with updated and accurate information for the Licensing Personnel Folder as required by law. The Agency shall maintain the confidentiality of the Licensing Personnel Folder. The Agency shall annually review each employee's Licensing Personnel Folder and provide at least annual notice to employees of any deficiencies or upcoming renewals. Employees shall minimally receive two (2) weeks notice to correct deficiencies in their Licensing Personnel Folder.

Section 2 Evaluations

- A. Employees shall be evaluated annually.
- B. Employees shall be evaluated by the first level manager, in consultation with any supervisory or lead staff assigned to work directly with the employee.

- C. Employee evaluations shall be treated as confidential, placed in the employee's personnel file, and a copy provided to the employee.

Article XII

Seniority

Section 1 Seniority Defined

The Agency and the Union recognize that job opportunity and security shall increase in proportion to the length of service. Seniority shall be defined as the length of service of an employee continuously working for the Agency. 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 at least annually on or about the beginning of the program year. Any dispute regarding the accuracy of the seniority list shall be subject to the Grievance and Arbitration Article in this Agreement.

Section 2 Seniority Accumulation

- A. The seniority of each employee covered by this Agreement shall be established after the initial probation period as defined in this Agreement and shall date back to their first day of employment.
- B. Seniority shall be accumulated by pay period.
- C. Seniority shall be broken when an employee resigns or is terminated.
- D. Employees on layoff or unpaid leave of one week or less shall accumulate seniority.
- E. Employees on layoff or unpaid leave of more than one week shall neither accumulate nor lose seniority.
- F. Employees on layoff or unpaid leave of absence of more than one (1) year shall lose all seniority.

Article XIII

Types of Positions and Probation

Section 1 Definition of Positions

All positions shall be classified as either full-time or part-time, temporary, or substitute, and all employees shall be provided written notification of their classification status at time of hire. Any change in an employee's classification status shall include at least two (2) weeks advance notice.

- A. Full-Time shall be those employees who work a regularly scheduled 25-40 hour work week during a program year.
- B. Part-Time shall be those employees who work a regularly scheduled time amounting to less than 25 hours per work week during a program year.
- C. Temporary shall be those employees who are hired for a specific task or a limited duration not to exceed six months. Temporary positions shall not replace full-time or part-time positions.
- D. Substitutes shall be those employees who have been hired by the Agency to replace an employee during a short-term absence and who work on an as is needed basis only.

Section 2 Job Descriptions

The Agency shall maintain accurate job descriptions for each represented position and shall provide the Union with copies of each job description and any revisions.

Section 3 Initial Probation

The probationary period for all employees shall consist of the first **one hundred forty-five (145) working** days of employment. Probationary employees shall be entitled to all rights and privileges of this Agreement unless specifically excluded herein, except that their discipline or termination shall not be subject to the grievance procedure. An employee shall be required to undergo only one probationary period within the same classification unless seniority is broken by resignation or termination. Upon completion of the probationary period, the employee's seniority date shall relate back to the date of hire. Probationary employees shall be evaluated at the end of ninety (90) calendar days, and at the end of the probationary period.

If the term ends while an employee is still on probation, and it is more than thirty days (30) from the initial evaluation, a supplemental term ending evaluation will be provided to help determine the likelihood of being offered a position in the following year.

Section 4 Promotional Probation

A promotion is defined as a change in classification to one of higher pay. An employee shall serve a **one hundred (100) working** day probation in the new classification. If an employee fails promotional probation, the employee shall be treated as a permanent laid-off employee for purposes of reinstatement to his/her previous classification.

Article XIV **Grievance Procedure and Arbitration**

A grievance is hereby defined to be any controversy, complaint, or dispute as to the meaning and/or application of any provision of this Agreement. Employees may also grieve work rules and personnel policies of the agency. Grievances shall be timely.

Section 1 Labor Committee

A Labor Committee for each Head Start Cluster, not to exceed seven (7) employees comprised of five (5) members and two (2) managers, is hereby created to resolve as many grievances as possible. The Committee shall meet at least once every two months. Matters to be presented at committee meetings are those routine disputes within the scope of the Cluster Management. The Cluster and Union shall rotate leadership. Should the issue not be resolved by the Labor Committee, the employee may file a formal grievance and follow the steps as listed below.

Section 2 General Procedures

A grievance must be submitted by any employee or the Union on behalf of any employee. It shall be the goal of the Union and the Agency to resolve grievances at the lowest level possible. Employees shall have the right to Union representation at all steps of the grievance procedure. Time limits may be extended upon mutual agreement by both parties. If the Agency fails to comply with the grievance time limits, the grievance shall proceed through the steps. If the Union and/or employee fails to comply with the grievance time limits, the grievance shall be settled upon the basis of the Agency's last response.

Section 3 Grievance Steps

The grievance procedure shall consist of the following steps:

Step 1 First Level Program Supervisor

An employee must file a written grievance with their first level Supervisor within fourteen (14) working days after the occurrence or when they first had knowledge, or should have reasonably had knowledge, of the event which is the cause of the grievance. Within fourteen (14) days of receipt of the grievance, the first level Supervisor shall meet with the Union and/or employee in an attempt to resolve the grievance and give a written response to the Union. The response shall indicate the next level of management for appeal purposes.

The written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signature of the affected employee and the Union.

Step 2 Director of Programs

If the grievance is not satisfactorily settled in Step 1, the employee and/or the Union may file a written appeal and submit it to the next level of management within fourteen (14) working days of receipt of the first level Supervisor's written response. The next level manager shall meet with the Union and/or employee in an attempt to resolve the grievance and give a written response to the Union within fourteen (14) working days of such submission.

Step 3 Mediation and Conciliation

If the grievance is not satisfactorily settled at Step 2, the Union may request mediation through the Federal Mediation and Conciliation service. Any request for mediation must be made within fourteen (14) working days after the conclusion of the step 2 process. The Union will notify the agency at the time the request for mediation is submitted.

The Director of Human Resources will convene the Hearing Panel to meet on the last Wednesday of every month.

The Hearing Panel shall be composed of: Two representatives from SEIU; Two representatives from HSCDC management, and One Federal Mediator.

Step 4 Final and Binding Arbitration

If the grievance is not satisfactorily resolved at Step 3, wither the Union or the Agency may refer the matter to final and binding arbitration within (30) working days following deadlock at step 3.

The Union and the Agency shall select an impartial third party to hear and determine the case. In the event that the parties can not agree on an arbitrator, the moving party shall select one name to strike from a list of arbitrators provided by the State Mediation and Conciliation Services. The list shall consist of 7 names of available arbitrators. The parties shall alternately strike a name from the supplied list until only one name remains. The arbitrator selected will hear the grievance as soon as possible.

The party that filed the grievance may set up to 1 (one) additional case on the date scheduled for the hearing. The parties will conduct their cases in a manner that affords efficient presentation of the cases by focusing immediately on the issues legitimately in dispute, entering stipulations, and presenting evidence only on disputed facts. The parties will take all steps necessary to avoid multi-day hearings. Unless the parties mutually agree, there shall be no closing briefs filed.

Each party shall bear all expenses of its representation and witnesses, and shall divide the fee of the arbitrator and other incidental expenses of the hearing. If the parties do not

mutually agree to use a court reporter, the party requesting the court reporter shall bear the cost and be the only party entitled to the transcript.

The arbitrator shall have no authority to add to, subtract from or modify the terms of the agreement. Unless the parties mutually agree, the arbitrator shall issue an expedited decision of no more than three pages in length. The parties expect the arbitrator to issue a decision within thirty to forty-five days of the hearing date.

Article XV

Substitutes for Teachers or Teacher Assistants

The Agency will implement and maintain automated reporting system no later than 90 days after ratification of contract. Until such time that automated reporting system is implemented, Teachers or Teacher Assistants will follow past practice procedures regarding substitutes.

Section 1 Reporting

In the event a Teacher or Teacher Assistant is going to be absent or tardy to work due to illness or any unforeseen and planned or unplanned circumstance the following call in procedure shall apply:

- A. Teacher or Teacher Assistant shall place a call to the substitute management telephone system which is running a personal computer. The Teacher or Teacher Assistant shall enter a security code at the prompt and follow the simple procedures including keying in absence information via a touch tone telephone.
- B. The Teacher or Teacher Assistant shall call the system no later than two (2) hours minimum before their designated start time, unless an emergency prevents them from doing so.
- C. The substitute management telephone system will begin calling substitutes for the Teacher or Teacher Assistant until a substitute accepts the job assignment.
- D. The substitute management telephone system operator will provide a daily absenteeism report and substitute decline report for all program supervisors, human resources director, and executive director.
- E. Monthly reports will be provided to area program supervisor and SEIU Local ~~790~~ **1021**.
- F. The Agency shall ensure that all necessary classroom adult-child ratios required under Title 5 and Title 22 are followed.
- G. The Teacher or Teacher Assistant shall also call the substitute management telephone system for pre-approved vacations or other situations where such employee may be

absent due to a foreseeable event. This employee must schedule time off in advance in accordance with this agreement and agency rules as applicable.

Article XVI **Health and Safety**

Section 1 General

- A. The Agency shall provide a safe workplace for all employees.
- B. The Agency shall make a sufficient number of cellular phones available, by employee request, for use by employees making home visits.

Section 2 Workplace Safety

- A. The Agency shall provide, at least yearly, training on handling children with difficult behavior.
- B. When the classroom staff member identifies a potential problem with a difficult child, the Behavioral Intervention Specialist will be notified. Whenever possible, the Behavioral Intervention Specialist shall then meet with the teacher and parents within two (2) weeks. The Behavioral Intervention Specialist shall then provide an action plan within thirty (30) calendar days, whenever possible.
- C. If the teacher disagrees with the Behavioral Intervention Specialist's recommended action plan, the teacher may appeal to the Mental Health Coordinator. The Mental Health Coordinator shall respond within thirty (30) calendar days, whenever possible.
- D. Whenever an incidence of violence occurs in the workplace, the Agency shall conduct an investigation into the incident and within thirty (30) calendar days implement an Action Plan.
- E. The Agency shall enforce all provisions of the "Head Start School Year Admission Agreement" that pertain to a parent's or guardian's inappropriate behavior. If an employee disagrees with the Agency's action regarding inappropriate behavior the employee may appeal the decision to a panel made up of one employee selected by the Union, one manager and one Policy Council member mutually agreed to by the Union and the Agency.

If the parent is terminated, they may appeal the decision to Policy Council and the Board of Directors. The decision of the Agency is subject to parent appeal rights, but if ordered by a funding agency, regulatory agency or a court to reinstate a child (and parent) in the program, the Agency will, whenever possible, place them in a different classroom.

Section 3 Requirement to Report

If an employee feels unsafe while at work, for example doing home visits, they are required to address the issue with their supervisor or higher management.

Section 4 Home Visit Safety

Employees making home visits have the right to request another staff member accompany them for safety reasons. The appropriate supervisor(s) must be consulted before leaving the site. If no staff members are available, the supervisor may accompany the member making the visit or will assist in making alternate arrangements.

Article XVII
Supplies, Tools, & Equipment

- A. The Agency shall provide all supplies, tools, and equipment necessary for the performance of required duties.
- B. For expenses not covered by the petty cash fund, the Agency, when possible, will reimburse employees for all pre-approved expenses for goods or services for use at work within two (2) weeks of receiving receipts. Employees will submit requests in writing to their first level manager for review and subsequent approval by management.
- C. All work orders, purchase orders, and other requests for tools, equipment, or supplies will normally be filled within seven (7) calendar days of receipt by the Agency. If the item(s) requested is not available or the request is being denied then the employee shall be informed of the status of their request within fourteen (14) calendar days unless the purchasing manager is unavailable.

Article XVIII
Workload and Staffing

- A. The Agency shall comply with all applicable funding source regulations.
- B. As funding agreements permit, the Agency shall distribute the workload as equitably as possible.
- C. Agency will make an effort to place community and parent volunteers in classes which require additional assistance.

Article XIX

In-Kind Contributions

The Agency and the Union agree upon the value and importance of in-kind contributions to the success of the programs and services of Head Start.

Section 1 Accountability

- A. The Agency shall inform employees of in-kind goals at the beginning of each program year and update employees of any changes.
- B. The Agency shall provide information at least every other month to each classroom with regard to volunteer time and progress toward meeting the yearly in-kind goal. The report shall minimally include the year-to-date total and the preceding two months activity for in-kind.

Section 2 Training

The Agency shall, at least annually, provide employees training on increasing volunteer participation and on assisting volunteers with completing in-kind forms.

Article XX

Filling Vacancies through Transfers, Assignments, and Promotion

A vacancy is defined as an open position that the Agency wishes to fill. For the Central Kitchen and Maintenance departments only, a vacancy is also defined as an open route that the Agency wishes to fill.

- A. The Agency shall post notice of all vacancies for ten (10) work days 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 collaborative agency agreements, work site, program, capacity of facility license, scheduled hours, weeks per year, classroom (if applicable), and language required (if any).
- B. An employee may submit a written request to transfer to any vacancy to the Human Resources Department within the ten (10) day posting period. Employees on the Policy Council approved promotion list may submit a written request to promote to any vacancy to the Human Resources Department. The Agency shall inform an employee who is denied placement on the promotion list in writing.
- C. Upon request, the Union shall be provided a copy of all vacancy notices, employee requests to transfer or promote, any involuntary transfers (whether

temporary or permanent), and the current promotion list for any represented classification.

D. In filling vacancies, the Agency shall abide by the following:

- 1) Transfers - The first priority for filling vacancies shall be given to employees within the same classification as the position to be filled requesting a transfer to the vacancy. If there is more than one employee requesting the transfer who has the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language proficiency for the vacancy, then the most senior employee shall be awarded the transfer.
- 2) Promotion - If there are no requests to transfer, the vacancy shall then be awarded to the employee requesting promotion who is qualified for the position. For the purposes of this section, "qualified" is defined as: being on the Policy Council approved promotion list and meeting the minimum qualifications contained in the classification's job description, possessing any needed education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and having any needed language proficiency for the position. If more than one employee requesting the promotion is qualified, then the most senior employee shall be awarded the promotion.

Section 1

Transfers & Promotions

- A. Regular job openings and/or newly created positions within the bargaining unit shall be posted for seven (7) working days. Upon completion of the posting for any job within the bargaining unit, the Union representative will inform all Union members who applied for the position of the bidding requirements.
All regular employees who possess the basic qualifications shall include the following information on transfer request: classification, any education, experience licenses, or certifications required by State or Federal regulations or collaborative agency agreements, work site, program, capacity of facility license, scheduled hours, weeks per year, classroom (if applicable), and language required (if any). Employees who do not have pending disciplinary actions/demotions and who are in compliance shall bid.
- B. Employees who wish to be considered for promotion or transfer will submit their request on a bid form provided by the employer and file it with the Human Resources Department on or before ten (10) working days after the job was posted. It is the responsibility of the employee to keep his/her application in the Human Resources Department updated in order that the employee may be given proper consideration. The employer will not be obligated to consider a request for promotion or transfer from an employee who has not submitted his/her request for promotion to the employer on or before the tenth (10th) working day the job is posted.

- C. In the event that the employer elects to effect a transfer under its management rights provision, it will meet with leadership of SEIU.
- D. An employee who has bid for a promotion or transfer and who is not selected for the position will receive a copy of his/her bid form stating “not selected”.
- E. When a regular job opening is posted, the posting will note the classification, the area/site location (if applicable), the scheduled work hours, weeks per year, and classroom. Job posting(s) for every site will be made available by the Human Resources Department to HSCDC Website, HAPS, Substitute Telephone System, and copies given to the SEIU Representative for posting on the approved SEIU bulletin board.
- F. Permanently Laid Off Employees – Remaining vacancies shall then be filled with permanently laid off employees, in accordance with the Article on Layoff and Recall in this Agreement.
- G. Outside applicants – If the vacancy remains after transfers and promotions, the Agency may fill the position with a newly hired employee.
- H. Involuntary Transfers -- If the vacancy cannot be filled with a newly hired employee, the Agency may involuntarily transfer an employee to the vacancy. In this event, the Agency shall involuntarily transfer the least senior employee who has the needed classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language, for the position. Any employee involuntarily transferred shall receive at least two (2) weeks notice, whenever possible.
- I. Temporary Transfers – during the notice and bidding process for filling vacancies, the Agency may temporarily transfer an employee to fill the vacancy. First, volunteers may accept the temporary transfer. If no volunteers exist, the Agency may involuntarily temporarily transfer the least senior employee who has the needed classification, language, and license or certification required for the vacancy. In no case shall the temporary transfer exceed thirty (30) work days.

Section 2 Assignments

For annual assignments between program years, and including Full Day, the following shall apply:

- A. The Agency shall distribute to all interested employees a listing of all known vacancies for the coming program year. Each vacancy listing shall include: classification, any education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, work site, program, capacity of facility license, scheduled hours, weeks per year, classroom (if applicable), and language required (if any).

- B. Prior to the Bid Day, the Agency shall meet with the Union to meet and discuss the listing of vacancies and to review the current seniority list.
- C. Bid Day--On the last Saturday in July of each of year beginning at 9:00 AM at a site deemed sufficiently large enough to accommodate the process, regular employees may bid for open positions in the following manner:
 - 1) Of those employees attending, the most senior employee may choose any vacancy for which they otherwise would be eligible to transfer or promote to, as defined within this Article. If the employee chooses an open position, their previous position would immediately be posted as vacant. If the employee elects not to change their assignment, they shall retain their same assignment. Then, the process would repeat for the next most senior employee in attendance. After all employees in attendance, in order of seniority, have been allowed an opportunity to choose a vacancy, the process would begin again with the most senior employee who wishes to choose a vacancy.
 - 2) All employees who do not attend shall retain their same assignment.
 - 3) Each employee shall only be allowed one (1) assignment change during each Bid Day.
 - 4) The Agency shall provide a reminder notice to all employees at least seven (7) working days in advance of Bid Day.

Any vacancies remaining after Bid Day shall then be filled with permanently laid off employees in accordance with the Layoff and Recall Article in this Agreement. Then, the Agency may hire new employees to fill those remaining vacancies. All employees shall receive at least ten (10) working days notice of their assignment for the coming program year.

Section 3 Bid Day Committee

- A. The Bid Day Committee shall consist of representatives from the Human Resources Department; two representatives from management; SEIU Stewards and SEIU Representatives.
- B. The Agency and the Union shall meet at a minimum of twice to review the current staffing vacancies. The Agency will provide the Union with the staffing roster, seniority list and postings.
- C. Up to six (6) Union representatives shall be allowed to attend Bid proceedings and inform employees of any rights they may have.
- D. Staff shall be limited to two transfers including Bid Day.

- E. The agency and the Union shall meet to agree on the temporary placements.
- F. Upon completion of the compliance review of successful bidders, the agency and Union shall meet to confirm the final staffing roster. Final listings of the updated staffing roster shall have the signature of the agency's representative and a Union representative.

Section 4 Migrant Assignments

- A. Within seven (7) working days of the Agency's receipt of the Migrant contract, the Agency shall post at all work sites a list of available Migrant and other Summer positions for the coming Summer to all employees. The list shall include for each position: classification, maximum pay rate available, any education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, work site, program, capacity of facility license, scheduled hours, weeks per year, classroom (if applicable), and language required (if any).
- B. For seven (7) working days after the list is posted, employees may volunteer for available Migrant positions for the coming summer. The most senior employee requesting a Migrant position who has the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language proficiency for the available Migrant position shall be granted the assignment. Requests to volunteer shall be made in writing to the Human Resources Department. All positions will be bid based on seniority. Management may fill positions which have not been bid on and filled by a bargaining member. Such managers must meet all qualifications of the job.
- C. Any unfilled Migrant positions may be filled by involuntary assignment. In this event, the least senior employee who has the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language proficiency for the available Migrant position shall be involuntarily assigned.
- D. The Union shall be provided a copy of the list of available Migrant positions, employee requests for Migrant assignment, and any involuntary Migrant assignments.
- E. Employees shall receive at least fourteen (14) calendar day notice of any assignment to a Migrant position except for the Brentwood work site. Migrant assignments for the Brentwood work site shall be noticed as soon as known, given the Agency receipt of the Migrant contract and Brentwood opening on or about May 1st of each year. Employees will retain their previous part day assignment or bid.
- F. If the program year pay rate is higher than the Migrant pay rate, then the Agency shall provide the highest pay rate available within the approved Migrant grant for employees working in their same classification for the Migrant program as in the program year. An

employee involuntarily assigned to a Migrant position that would cause a loss in pay may choose to accept summer layoff instead.

- G. Management will try to place returning and continuing migrant staff at their preferred assignment.

Article XXI **Layoff and Recall**

Section 1 Permanent Layoff

Permanent layoff shall be defined as a reduction in the workforce or hours. In the event of a permanent layoff, the Agency agrees to meet and confer with the Union over impact on employees.

Section 2 Permanent Layoff Procedures

In the event of a permanent 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 classification.

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

1. If there is a vacant 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 collaborative agency agreements, and language proficiency.
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. If the employee has no placement rights described in #1 and #2 above, the employee may take any vacant position for which they meet the qualifications.
4. 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.

5. 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 five (5) work days after receipt of the layoff notice and seniority list 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 permanent 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 classification involved provided the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language proficiency for the vacancy prior to a new employee being hired in that classification.
2. Permanently laid off employees shall have recall rights for up to twelve (12) twelve months from the last day of work. Recall shall be by seniority, with the most senior qualified employee being recalled first. For the purposes of this section, "qualified" shall be defined as having the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language proficiency for the vacancy. A permanently 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 US 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. It is the employee's responsibility to notify the Human Resources Department of any change in address. Notice of acceptance of recall may be by telephone to the Human Resources Department, 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.
6. In the event a permanently 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 End of Program Year

Whenever possible, prior to the end of the program year (the non-work period of the year for Part Day employees) the Agency shall notify all temporarily laid off employees of the expected date the employees will return to work following the layoff period.

Article XXII
Health Leave

Section 1 Definition

- A. Employees may use health leave for employee's physical or mental illness or injury or such illness or injury in the employee's immediate family, or health appointments relating to such (see Bereavement Leave for definition of "immediate family").
- B. Employees may use one (1) day per year of accrued health leave for mental wellness purposes.
- C. Health related absence extending beyond earned health leave shall be charged against employee's earned annual leave. Employees with health related absence, which extend beyond employee's earned health leave and annual leave; may be granted a leave of absence.

Section 2 Health Leave Accrual

- A. Full-time employees will earn health leave at the rate of one (1) contract day per month, accrued on the last day following each month.
- B. Employees working less than full-time, will earn health leave at a pro-rated rate based upon hours worked.
- C. Health Leave may be accumulated without limit.
- D. If, due to illness or injury, an employee is absent from work and has exhausted all paid leave banks; other employees may voluntarily, in writing, assign up to one-twelfth (1/12) of their accumulated health leave to that employee for his/her use. An employee's decision to assign health leave to another employee cannot be revoked.
- E. Accrued health leave is available for use after an employee's initial ninety (90) calendar days of employment.

Section 3 Health Leave Cash Out

When an employee retires from the agency (at least age 55), they shall be paid for one-quarter (25%) of accrued health leave time provided the employee gave at least two-week notice. Payment shall not be made in a lump sum, but shall be paid through normal payroll periods up to a maximum of 80 hours per payroll period.

Section 4 Annual Health Leave Cash Out

- A. If the employee after one (1) year of continuous employment uses one day or less of their accrued sick leave, the employee may, by their own request cash out up to six (6) days for fifty (50) percent of the value of the sick leave.
- B. If the employee after one (1) year of continuous employment uses two or three (2 or 3) days of their accrued sick leave the employee may, by their own request, cash out up to three (3) days for thirty-three and 1/3 (33-1/3) percent of the value of the sick leave.

These funds shall be deposited by the agency into the employee's 403B account as established by the agency.

Section 5-Rate of Pay When Cashing Out Health or Annual Leave

When sick leave or annual leave is cashed out, the rate paid will be the highest rate paid for a regular assignment the employee received during the then current fiscal year.

Article XXIII **Annual Leave**

Section 1 General

- A. Annual leave requests submitted at least thirty (30) calendar days in advance of the proposed beginning of the annual leave shall be approved, whenever possible.
- B. Requests to take annual leave for more than three (3) work days shall be made in writing to the employee's first level manager at least five (5) work days in advance. Annual leave shall be scheduled by mutual agreement between the first level manager and the employee. The first level manager shall notify the employee whether the annual leave has been approved or denied as soon as possible, but no later than five (5) workdays after receiving the request. Employees shall be informed of the reason for denial.
- C. Requests to take annual leave for a period less than three (3) work days shall be made in writing to the employee's first level manager with as much advance notice as

- possible. Annual leave shall be scheduled by mutual agreement between the first level manager and the employee. The first level manager shall notify the employee whether the annual leave has been approved or denied as soon as possible, but no later than twenty-four (24) hours of the request. In the event of denial, the employee shall be informed of the reason for denial.
- D. Any scheduling conflicts resulting from annual leave requests shall be resolved on the basis of seniority.
 - E. Annual leave requests that are approved shall only be revoked in the event of an emergency.
 - F. An employee who becomes injured or ill while on annual leave and is otherwise eligible for health leave shall be allowed to substitute health leave for annual leave on a day for day basis for the period of annual leave affected by the injury or illness provided that the injury or illness is supported by appropriate medical documentation (i.e. physician's note).

Section 2 Accrual and Accumulation

- A. Full-time employees shall accrue annual leave at the following rates:

First 0-47 Months from date of hire: one (1) contract day per month

48-107 Months from date of hire; one and one quarter (1.25) contract days per month

108-and all subsequent months thereafter; one and one half (1.5) contract days per month

- B. Part-time employees shall accumulate annual leave on a pro-rated basis based upon hours worked.
- C. The maximum accrual of Annual Leave will be one hundred sixty (160) hours with the following conditions:
 - 1) Employees are to reduce their annual leave to no more than one hundred sixty (160) hours at the beginning of each fiscal year.
 - 2) The cash value of any hours cashed out will be, at the Employee's request, paid in cash or deposited directly into the employee's 403B account
 - 3) During each fiscal year the accrued annual leave may exceed the 9160) hours without penalty; however, the total accrual at the end of the fiscal year may not exceed (160) hours.

- D. Employees may cash out any portion of earned annual leave in excess of ten (10) days at the end of the fiscal year provided the request to do so is in writing and submitted at least ten (10) workdays in advance and funding is available. Employees shall be paid for all earned annual leave at the end of their employment.
- E. Accrued annual leave is available for use after an employee's initial ninety (90) calendar days of employment.

Article XXIV **Holidays**

Section 1 Holidays Recognized and Observed

- A. Holiday leave is paid for all employees for the following holidays:

New Year's Day
 Memorial Day
 Labor Day
 Thanksgiving Day
 Day After Thanksgiving
 Martin Luther King, Jr. Day
 Independence Day
 Veteran's Day
 Christmas Day
 Lincoln's Birthday/Washington's Birthday/President's Day*

*The Agency's observance and granting of paid holiday leave to employees of one or more of these holidays shall be consistent, from year to year, with the practice prevailing, in the given year, among the majority of the public school systems within San Joaquin County. In no case shall more than two of these President's holidays, nor less than one of these President's holidays, be observed in one year.

- B. Holidays occurring during an employee's annual leave shall not be charged to annual leave.
- C. Holidays occurring on a Saturday shall be observed the preceding Friday. Holidays occurring on a Sunday shall be observed the following Monday. In all other cases, holidays shall be observed on the actual day.

Section 2 Eligibility

Employees are required to work all their regularly scheduled hours the day before and following a holiday in order to receive holiday pay. All paid leaves are considered days worked for this purpose.

Section 3 Holiday Pay

- A. Employees' holiday pay shall be based upon their regularly scheduled work hours.
- B. If an employee is authorized to work and does so on any holiday, they shall receive both holiday pay and regular pay for all time worked.

Section 4 Floating Holiday Recognized and Observed

The following day is established as a floating holiday for all employees. The Agency shall allow the employee the time off unless the employee and management have mutually agreed to another date within the same calendar year:

- A. Each employee's birthday after nine (9) continuous years of service

Article XXV
Education and Training

Section 1 Education

- A. The Agency shall allow an employee up to 5% of scheduled full time work week time as paid release time for educational purposes, subject to the following limitations:
 - 1) Time off requested must not necessitate employment of substitute workers. It may not be scheduled in the middle of the day or at any time which disrupts the regular operations of the class or operating entity. Management has complete discretion in granting this benefit.
 - 2) The education must promote job capability or be directly related to employee's position or classification series.
- B. Employees shall be reimbursed for tuition and books for obtaining an AA degree in early childhood education or child development or for the California Early Education Credential.
- C. As long as the Agency is in compliance with Federal mandates that relate to Teacher qualifications, no employee shall be demoted or laid off for failure to obtain a degree. If the Agency is not in compliance with Federal mandates that relate to Teacher qualifications, lay-offs or demotions to remedy non-compliance shall be based upon inverse seniority.
- D. The Agency shall provide affected employees information, including appropriate forms about educational paid release time and the updated procedures on how to access it.

Section 2 Training

- A. All mandatory and required trainings shall be on paid time.
- B. Employees shall be notified of job related trainings, workshops, conferences, and seminars.
- C. The Agency shall provide regular, defined as at least four (4) times a year, in-service training to Full Day employees and employees shall be paid for such time.

Article XXVI
Leaves of Absence

All employees returning from a paid leave shall be returned to their previous position. All employees returning from an unpaid leave shall be returned to the same classification and worksite held at the commencement of the leave. An employee may elect to continue coverage for all fringe benefits during a leave by reimbursing the Agency for the amount of the premium(s).

Section 1 Family Medical Leave Act (FMLA)

The Agency shall provide an unpaid family care leave for up to twelve (12) workweeks during any twelve (12) month period to employees who have been employed a minimum of twelve months and have worked at least 1250 hours. Family Care Leave shall be granted for one or more of the following, in accordance with the FMLA:

- The birth of a child
- Adoption or placement of foster child
- Care of a spouse, parent, or child with a serious health condition.
- Employee's own serious health condition

The Agency must review all leave requests. Any employee in need of such a leave should contact Human Resources as soon as possible. Family care leave is without pay, except that employees may use unused Health Leave and/or Annual Leave.

Section 2 Disability Leave Due to Pregnancy, Childbirth, or Related Medical Condition

Employees disabled because of pregnancy, childbirth, or related medical condition may qualify for a leave of absence for the duration of their disability, up to a maximum of four (4) months. An employee must present their first level manager with a physician's statement of disability and must return to work upon release by their physician following the disability. Any disability lasting in excess of four (4) months shall be granted, on an unpaid basis, but the employee will not be guaranteed a return to their same position. Disability leave is without pay, except that an

employee who has unused health leave or annual leave may use it during the period of pregnancy disability leave.

Section 3 Military Leave

The Agency shall provide military leaves of absence to all employees in compliance with applicable State and Federal laws. Any employees requesting military leave should submit such request promptly and accompany any such request with a copy of their orders indicating the beginning and ending dates of their active duty period. All military leaves shall be unpaid.

Section 4 Jury Duty

Leave with pay, up to a maximum of ten (10) work days per calendar year per employee, shall be granted for those days employees are on jury duty conditional upon submission of documentation of jury service. Jury pay earned by the employee will be deducted from employee's payroll in the payroll period during which the employee is off work for jury duty.

Section 5 Bereavement Leave

Employees who suffer a death in their immediate family shall be allowed up to a maximum of five (5) work days off using: available paid Bereavement Leave, unused Annual Leave, unused Health Leave, and then as unpaid leave; in that order. Paid Bereavement Leave shall consist of up to one (1) work day per calendar year per employee for employees who suffer a death in their immediate family. Immediate family is defined as spouse, legal guardian, child, parent, sibling, spouse's parent, spouse's sibling, spouse's child, grandparent or grandchild, any step-relative standing in the same position and any registered domestic partner or child of same.

Section 6 Voting

The Agency shall comply with all applicable law in allowing employees to vote.

Section 7 School Leave

Employees may request up to forty (40) hours off per calendar year in order to attend and participate in the school activities of any dependent child. No more than eight (8) hours may be taken during any single month and time off must be approved in advance of taking time off. School Leave is without pay.

Section 8 Alcohol/Drug Rehabilitation Leave

Employees who have a problem with alcohol or drugs and who decide to voluntarily enroll in an alcohol or drug rehabilitation program will be given unpaid time off to participate in the program unless it would result in an undue hardship for the Agency. If an employee requests time off to participate in such a program, the Agency will make a reasonable effort to keep the fact that the employee enrolled in a program confidential.

Section 9 Witness Duty

The Agency shall grant employees unpaid time off to act as a witness upon presentation of a copy of the subpoena to their manager.

Section 10 Paid Family Leave

Employees may be eligible for Paid Family Leave which provides for a maximum of six weeks of leave per year to care for ill or infirmed family members or to bond with an adoptee or at the placement of a foster child.

Section 11 Coordination

Employees on State Disability Insurance or Paid Family Leave will be considered to also be on Family Medical Leave/California Family Rights Act. Employees are also encouraged to utilize either accrued sick leave or annual leave or both during this period.

Article XXVII **Background Checks**

Applicants who have been extended a job offer, shall pay the cost of any required background check-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.

When the worker completes probation, they shall have the cost of the background check refunded within thirty (30) days of completing probation.

Article XXVIII **Physical and Health Examinations**

The Agency shall bear the cost of any physical or health examination that is required as a condition of employment and agrees to pay the cost of an employee visiting the Agency appointed Physician or pay the employee's health plan co-pay; at the employee's option.

Article XXIX **Certificates**

The Agency shall bear the cost of any certifications that are required as a condition of continued employment; excepting renewals for the Child Development Associate (CDA) certificate and State permits.

Article XXX
Wages and Salary Schedule

Section 1 General

- A. No employee on or before the effective date of this Agreement shall suffer any reduction in pay as a result of this Article.
- B. Salary ranges have been established for each classification in the bargaining unit and are provided in Appendix A. Any employee on or before the effective date of this Agreement who makes less than the minimum established for their classification shall receive an increase in pay to at least the minimum for their classification.
- C. It is mutually understood that all spending of Federal funds is governed by Federal regulations 45 CFR part 74--Uniform Administrative Requirements For Grants to Nonprofit Organizations and OMB circular A-122--Cost Principles for Nonprofit Organizations; and grant conditions stipulated in the grant agreement funding guidance; and at no time shall any provision herein conflict with or supersede those requirements as determined by the Federal government.

Section 2 COLA Increases

- A. Cost-of-Living-Adjustments (COLA) increases granted by the Federal Government during the term of this Agreement, recognized as January 30, 2008, to January 30, 2011, shall be applied to all employees as an across the board increase. COLA increases shall be applied no later than forty-five (45) calendar days from the date that the Regional Administration for Children and Families (ACF) authorizes the Agency to spend the COLA grant.
- B. The salary range of each classification shall be adjusted by any Cost-of-Living-Adjustments (COLA) granted during the term of this Agreement, (January 30, 2008 to January 30, 2011) unless the Regional Administration for Children and Families (ACF) determines that the salary range exceeds comparability.

*See COLA and Health/Wellness Benefits Allowance Side Letter Agreement in back of Contract for across the board COLA increases effective August 1, 2004.

Section 3 Educational Step Increases and Differentials

- A. Employees shall earn longevity differentials on their anniversary date according to the following schedule:
- 7 year anniversary date: 2% increase
 - 9 year anniversary date: 2% increase
 - 12 year anniversary date: 2% increase
 - 20 year anniversary date: 2% increase
 - 25 year anniversary date 2% increase
- B. Teacher's Aides, Substitute Teacher's Aides, Teacher Assistants, and Substitute Teacher Assistants shall receive a 2% educational step increase for every twelve (12) units earned by the employee, up to a qualifying A.A/A.S. degree. The employee shall receive the increase within thirty (30) calendar days of Agency receipt of transcripts documenting the additional units.
- C. Teachers, Substitute Teachers, and Mentor Teachers shall receive a 2% educational step increase for every fifteen (15) units earned by the employee, up to and including a B.A./B.S. degree in Child Development, Early Childhood Education or related bachelor's degree.
- D. The employee shall receive the increase within thirty (30) calendar days of Agency receipt of transcripts documenting the additional units.
- E. Teacher's Aides, Substitute Teacher's Aides, Teacher Assistants, Substitute Teacher Assistants, Teachers, Substitute Teachers, and Mentor Teachers shall receive a pay differential of twenty-five cents (\$0.25) per hour for having a CDA, if the Teacher's Aide, Substitute Teacher's Aide, Teacher Assistant, Substitute Teacher Assistant, Teacher, Substitute Teacher, or Mentor Teacher does not possess a qualifying A.A. degree or valid qualifying state issued permit for the position level required.
- F. Teacher's Aides, Substitute Teacher's Aides, Teacher Assistants, and Substitute Teacher Assistants, shall receive a pay differential of twenty-five cents (\$0.25) per hour for having a valid and clear state issued Associate Teacher or Teacher Child Development Program permit (Children's Center Permit). Teachers, Substitute Teachers, and Mentor Teachers shall receive a pay differential of twenty-five cents (\$0.25) per hour for having a valid and clear state issued Teacher or Master Teacher Child Development Program permit (Children's Center Permit). Teachers, Substitute Teachers and Mentor Teachers shall receive a pay differential of thirty-five cents (\$0.35) per hour for having a valid and clear state issued Site Supervisor or Program Director Child Development Program permit (Children's Center Permit).

All classifications of teaching positions in this article shall receive only one (1) pay differential for the highest level permit obtained , restricted by agency position. As per E,

above, the Agency does not provide differentials for both a state issued permit and the CDA credential for the same individual. Teaching staff with state issued teaching credentials shall be paid differential for credential, but not permits and CDAs.

- G. Teachers, Substitute Teachers, Mentor Teachers, Teacher's Aides, Substitute Teacher's Aides, Teacher Assistants, and Substitute Teacher Assistants who have an AA degree in early childhood education or related field shall receive an additional pay differential of thirty-five cents (\$0.35) per hour.
- H. Teachers, Substitute Teachers, and Mentor Teachers who have a state issued California Early Childhood Education Teaching Credential shall receive an additional pay differential of sixty-five cents (\$0.65) per hour.
- I. Teachers, Substitute Teachers, and Mentor Teachers who have a BA degree in early childhood education, child development, or related, qualifying degree shall receive an additional two dollars an hour (\$2.00) pay differential.
- J. Family Service Workers and Family Services Specialists shall receive a pay differential of seventy-five cents (\$0.75) per hour for having an AA degree and one-dollar and seventy cents (\$1.70) per hour for having a BA degree in social services, adult education, psychology, human services, or a related field.
- K. In the event an employee believes that they are not receiving the pay to which they are entitled, they may file a grievance. In this event, appeal to the Personnel Department would constitute the first step of the grievance procedure.

Section 4 Implementation of Salary Ranges

- A. All employees and salary ranges shall receive the appropriate across-the-board cost of living (COLA) increase and other salary increases such as Quality Improvement funds received during the fiscal year.
- B. The Agency and the Union agree to reopen Article XXX to meet and confer regarding rates for the program years of 2004-2005 and beyond for the purpose of researching wage scales and increases, subject to funding increases allocated by funding agencies authorized for salary increases. For no reason shall wages be reduced as a result of this process. The Agency will notify the Union annually upon receipt of allocation of funding increases and /or continuation of same funding for future program years and agrees to initiate negotiations within thirty (30) days of the notice.
- C. Any employee hired after the effective date of this Agreement (hereinafter called a "new employee") shall be placed at the minimum of the salary range for their classification, with the following exceptions:
 - 1) The Agency may grant a new employee up to four (4) longevity differentials contained in section 3 of this Article for prior experience. For the purposes of this

section, appropriate prior experience is defined as work experience in the same or related field as the employee's position at the Agency. Volunteer experience may be counted as work experience for this purpose. The Agency shall be consistent in its granting of additional steps for prior work experience.

- 2) In addition to their starting pay, a new employee shall receive any educational step increases and pay differentials for which they qualify.

Section 5 Wage and Health, Dental, Vision, and Life Insurance Benefits Re-Opener

The Union and the Agency agree to a wage, health, dental, vision, and life insurance re-opener for each year of this Agreement to negotiate over the allocation of the Quality Improvement funds, if any, allocated by the Federal government and any other supplemental grants that may be used for employee salary or benefits. The Agency shall give written notice to the Union of an allocation upon receipt. Re-openers shall begin no later than fourteen (14) calendar days after an allocation has been made. In the event no allocations are made for a given fiscal year, the re-opener shall begin no later than July 1 of the given year.

Article XXXI
Second Language Differential

The Agency and the Union agree that employees who speak multiple languages are a valuable asset to the program and services of Head Start.

- A. The Agency shall pay an additional fifteen cents (\$.15) per hour for qualified bilingual employees working in a position where the child composition of the classroom or parent population is sixty percent (60%) or greater of English as a second language and the employee's skill and passage of the examination is the same.
- B. An employee shall be deemed "qualified" if they meet the following criteria:
 - 1) Teachers, Substitute Teachers, Mentor Teachers, Teacher's Aides, Substitute Teacher's Aides, Teacher Assistants, and Substitute Teacher Assistants: must pass the bilingual test administered by the Stockton Unified School District or any accredited School District in California and pass or have passed a Bi-Lingual CDA, for teaching staff.
 - 2) Family Service Workers and Family Service Worker Supervisors: must meet the County bilingual certification requirements as set by the Courts or must pass the bilingual test administered by San Joaquin County for its Human Service Agency employees.
 - 3) Any employee who passes the National Reporting Systems Test.

- 4) If the procedures outlined in #1, #2 and #3 are not available, the parties agree to meet and discuss other potential testing procedures.
- C. The Agency agrees to reimburse employees for the fee of taking the test, if they pass, to meet the above criteria and to notify employees of test availability.

Article XXXII
Mileage Reimbursement

- A. Employees using personal vehicles for Agency business shall be reimbursed at **the rate set by the Internal Revenue Service and consistent with the Labor Code of the State of California.**
- B. An employee who submits a mileage claim shall receive the reimbursement as soon as is possible.
- C. The employee shall sign mileage reimbursement form which states that employee is submitting true and accurate mileage accumulated while performing assigned work duties. Agency reserves the right to audit, question, and reject excessive or unnecessary mileage claims not related to the performance of work duties.

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

Section 1 Health and Welfare Benefit Plan

- A. All employees are participants in the Agency’s plan. Full-time employees shall be eligible to participate in the Agency’s Health and Welfare plan on the first (1st) day of the month following the first thirty (30) calendar days of employment.
- B. The Agency shall pay the following amounts on behalf of the employee and his/her dependents during the term of this Agreement:

Health and Welfare Plan Amounts Paid by Agency

Employee Only:	\$420.00 dollars per month.
Employee + 1:	\$522.00 dollars per month
Employee + Family:	\$606.00 dollars per month

- C. Employees may use the above amounts, depending upon the size of their family, to pay for their health, vision, dental, and life insurance. Excess amounts, may be used by the

employee to supplement their retirement plan (see Section 3 of Retirement Plan Article for Supplemental Wage).

- D. The employee shall pay through payroll deduction the costs of elected coverage that exceed the Agency contribution amount listed above. The employee may sign a salary reduction agreement and have the amount deducted pre-tax as part of the Agency's Section 125 Cafeteria POP (premium only plan) or the employee may waive that option and have the amount deducted as a standard after tax deduction.
- E. The Agency shall continue to offer at least three (3) health insurance plans which include prescription coverage, one (1) vision plan, two (2) dental plans, and one (1) life insurance plan to employees.
- F. Any change in the schedule of benefits for these plans shall be negotiated with the Union.

Section 2 Disability Insurance and EAP

The Agency shall continue to provide long-term disability insurance and the Employee Assistance Program (EAP) to employees.

Article XXXIV
Retirement Plan

All employees are participants in the Agency's 403(b) plan. Full-time employees shall be eligible for Agency contributions for each month the employee works at least ninety percent (90%) of their regularly scheduled hours beginning one year from the date the employee became eligible for health benefits under the Agency's Health and Welfare Plan. For the purpose of computing the ninety percent (90%), an employee is deemed working if he or she is on paid sick days and/or vacation. All employees shall be eligible to participate in the voluntary employee contribution plan.

Section 1 Agency Contribution

The Agency shall contribute forty-five (\$45.00) dollars per month for each eligible employee, as defined above, into the current tax sheltered 403(b) account.

Section 2 Voluntary Employee Contributions

The Agency agrees to continue to provide the current options for employees to contribute funds through deferred salary reduction agreements to its employee-only exempt 403(b) plan.

Section 3 Supplemental Wage

Any unused Agency contribution allowance for Health and Welfare benefits up to a maximum of \$100 per month, less Agency's share of FICA and Medicare (7.65%), shall be paid to employee as a supplemental wage on the last pay period of each month if the following conditions are met:

- 1) Employee contributes the same or greater amount to their voluntary 403(b) account through a deferred compensation wage reduction agreement deduction; and
- 2) Employee works at least sixty percent (60%) of their regularly scheduled hours that month.

Article XXXV **Committees**

The Union and the Agency agree that on-going communication and problem solving about program and work place matters are important for the success of Head Start's mission.

- A. The Union may select the employee representatives for all Staff Committees.
- B. Each Committee shall contain at least as many employee representatives as management representatives. The Agency may add additional positions to a Committee in order to ensure reasonable employee representation in classification or geography. The Union shall select the individual employee to fill the position.
- C. Committees shall meet during normal working hours and employees shall be entitled to paid release time for serving on Committees.
- D. Committees shall meet regularly.
- E. Each Committee shall set its agendas and meeting times subject to Agency needs.

Article XXXVI **Outside Employment**

Outside employment for full time employees will be allowed only with prior written notification to their first level manager. Work requirements, including Agency required overtime will have precedence over any outside or volunteer work.

Article XXXVII **Term of Agreement**

Section 1 Term

This Agreement will become effective as of **January 30, 2008** through and including **January 30, 2011**.

If, during the term of this agreement, Head Start is no longer the Grantee, this contract shall not apply to individual Head Start board members or individual managers.

Section 2 Modification

If, during its term the parties mutually agree to modify, amend, or alter the provisions in this Agreement in any respect, any such changes will be effective only if and when they are reduced to writing and approved by the authorized representatives of the Agency and the Union. Any valid changes shall become part of this Agreement and subject to its term and automatic renewal, modification, or termination.

Article XXXVIII **No Strike and No Lockout**

Neither the Union, 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. It is further understood that duly authorized staff representatives of the Union shall use their best efforts to encourage any employees violating this Article to cease such conduct.

Employees found to have violated the terms of this Article shall be subject to discipline up to and including immediate discharge. Employees shall have the right to grieve discipline or discharge under this Article under the Grievance and Arbitration Article contained in this Agreement.

Article XXXIX **No Reduction in Benefits**

No employee shall suffer the loss of wage or any economic benefit unless specifically modified by a provision of this Agreement; excepting those losses resulting from just cause discipline and reductions in funding in which case the parties agree to meet and negotiate as needed and if no agreement is reached the dispute shall be submitted to binding Arbitration.

Article XXXX
Separability

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. It is further understood and agreed that if the parties cannot agree upon a renegotiated section, that the normal rules of bargaining shall apply.

Article XLI
Notice of Child Right's Violation

Head Start agrees to notify SEIU Local 1021 of any alleged child right's violation in the same manner and time frame that is done with the State of California pursuant to State regulations and practices.

Appendix A **(Salary Ranges)**

Appendix A accurately reflects all previous cost of living increases. Increases below are reflected only in starting wages; the ceilings do not reflect differentials in negotiation that will be included in this agreement.

<u>Position</u>	<u>Rate per Hour</u>
	\$10.95 - \$13.99
Teacher's Aide/Teacher Assistant/Assistant Teacher (and Substitutes):	\$13.83 – \$26.40
Teacher, Substitute Teacher, Home Visitor:	\$15.25 – \$26.55
Mentor Teacher (formerly known as Cluster Supervisor):	\$12.97 - \$17.66
Family Service Worker:	\$15.64 – \$19.52
Family Service Worker (former Supervisor):	\$19.49 – \$20.61
Parent Educator:	\$11.91 – \$12.27
Transporter:	\$12.38 - \$13.07
Bus Driver:	\$13.52 - \$13.80
Cook:	\$13.22 - \$13.53
Kitchen Aide:	\$11.65 - \$12.80
Filing/Supply Clerk, Health Assistant:	\$14.07 - \$15.53
Maintenance:	\$11.26 - \$13.76
Registration Clerk:	\$ 9.58 - \$13.39
Custodian:	

SIDE LETTER
AGREEMENT REGARDING CHAIRS AND CELL PHONES

The Agency and the Union agree that the Agency shall make available a sufficient number of cellular phones to generally cover employees making home visits who make a request for such items. At the same time the Agency agrees within thirty (30) calendar days of the ratification of this agreement to provide adult sized chairs for each classroom equal to the number of adults who need to sit and supervise the children's meals in each class.

SIDE LETTER
AGREEMENT ON VEHICLE SAFETY TRAINING

The Agency shall within sixty (60) calendar days of the ratification of this Agreement provide training on applicable laws and regulations regarding vehicle safety to all employees required to operate Agency owned vehicles. This provision shall follow in accordance with the CHP (California Highway Patrol) "pull list".

SIDE LETTER
AGREEMENT ON STAFF COMMITTEES

The Agency and the Union agree to meet within sixty (60) days of the ratification of this Agreement to discuss the process of employee selection on agency committees.

Those committees shall be:

- Health and Safety
- Training & Staff Development
- Nutrition
- Curriculum
- Conflict Resolution

SIDE LETTER
AGREEMENT FOR DOCUMENTING VACATON AND SICK LEAVE

The Agency shall provide the current accrual of vacation and sick leave on the employees check receipt at each pay period.

SIDE LETTER
AGREEMENT FOR WORK RULES

Work Rules & Personnel Policies:

The Agency and the Union will meet within sixty (60) days to review Agency personnel policies and work rules in conjunction with the contract.

SIDE LETTER
AGREEMENT FOR RECEIPT OF REQUIRED DOCUMENTS

The Human Resources Department shall give a receipt to employees who submit required documents. These documents include: Transcripts from Educational Institutions, Degrees of Education, Education Credentials, CPR Certification, First Aid Certification, Physical Exams, T.B. Tests and any other documentation required by the Agency.

The receipt shall include the date the document was received and the signature of the Human Resources personnel receiving the document. The receipt shall also include the expiration date of the document if there is one.

SIDE LETTER
AGREEMENT FOR FAMILY SERVICE WORKER WORKING CONDITIONS

The Agency and SEIU agree to continue meeting and negotiating changes in Family Service Worker working conditions and shall begin no later than thirty (30) days from the signing of this agreement. Nothing shall prevent the parties from tentatively agreeing on these matters in this interim period.

**SIDE LETTER OF AGREEMENT FOR TITLE CHANGES FROM CLUSTER
SUPERVISOR TO MENTOR TEACHERS**

All references to Cluster Supervisors in the Collective Bargaining and any Successor Agreements shall apply to Mentor Teachers.

Mentor Teacher positions are eight (8) hour positions. Mentor duties shall not provide overtime unless pre-approved. A job description of Mentor duties will be provided by the Agency.

A forward additional benefit of thirty dollars (\$30) a month will be awarded to those employees eligible for health and wellness benefits but who have elected not to enroll. These employees must work 25 hours or more per week and this clause is agreed to on a one time only non precedent setting basis. This shall be effective August 1, 2004 and shall end January 31, 2005. This additional benefit shall be awarded as a salary supplement. If the affected employees choose to enroll in health and wellness benefits, they will continue to receive this benefit toward their health and wellness benefit.

SIDE LETTER
LABOR/MANAGEMENT COMMITTEE

The Employer and the Union agree that communication is beneficial to the collective bargaining relationship. To that end, a Labor-Management Committee shall be established and shall be composed of four (4) management representatives of the Employer and four (4) employee representatives of the Bargaining Unit – all employees of the Employer. Upon the request of either party, the Committee shall meet on paid time at a mutually agreed upon time and place to address topics of mutual interest and concern, including, but not limited to, health and safety, policies and procedures. The activities of the Committee are advisory and not subject to the Agreement’s grievance procedure. The parties shall submit agenda items at least one week before the scheduled meeting. If either party requests a meeting, the meeting will be scheduled within two weeks of the request unless both parties agree otherwise. Meetings will not be schedule more often than monthly without the consent of both parties.