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**IDnum** 100      **Language** English      **Country** United States      **State** CA

**Union** SEIU (Service Employees International Union) AFL-CIO

**Local** Local 790

Occupations Represented
Busdrivers
Chefs, cooks, and food preparation workers
Teacher assistants
Teachers—preschool, kindergarten, elementary, middle, and secondary
Multiple occupations represented

**Bargaining Agency** Head Start Child Development Council, Inc.

**Agency industrial classification (NAICS):**

62 (Health Care and Social Assistance)

**BeginYear** 2002      **EndYear** 2004

**Source** <http://www.stocktonet.com/sjseiu790/Contract.htm>

**Original\_format** HTML (unitary)

**Notes**

**Contact**

**Full text contract begins on following page.**

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# Head Start

## San Joaquin Chapter

### Local 790

(First Contract)

#### **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 790, AFL-CIO (hereinafter referred to as the “Union”)

#### **Article II: Recognition**

##### Section 1.

- 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, accounting clerks, file/supply clerks, record/school clerks, kitchen aides, maintenance workers, cluster supervisors, 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.

#### **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.

Except as limited or modified by this Agreement, the management of the working forces, including but not limited to the herein enumerated rights to hire, promote, suspend, discharge or discipline; establish reasonable rules and regulations covering the operation of the Agency and the conduct of its employees as provided herein; assign all jobs and work; change, combine, transfer, or terminate any jobs, layoff personnel, terminate any department operation or service; determine what constitutes good and efficient practices and work; the number, locations, and relocations of its facilities; the merger, sale, or termination of all or part of its business; closing down of any facility, or any part thereof; the movement and interchange of volume between its facilities; and to make all decisions of any nature relating to the investment of capital and assumption of risk in the management of the business shall be vested exclusively in the Agency. The foregoing enumeration of management's rights shall not be deemed to exclude any other rights which is customarily that of management.

**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.
  - 4) Release time will be unpaid.

Weingarten meetings, meetings with stewards requested by management, and grievance meetings shall be held after the regularly scheduled work hours of the steward, witness(es), and the affected employee(s). Upon steward request, all relevant documents and/or personnel files shall be provided for review as mutually agreed.

D. When required to leave their worksite on Union matters, stewards will request permission from their first level manager. 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.

### **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 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 oral 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 oral 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.

### **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, chosen by the employee from the following list:

1. Child Abuse Prevention Council;
2. Head Start Child Development Council, Inc.(as a registered charitable trust);
3. The Women's Center

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 manager shall schedule meal periods. The first level manager 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.

**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 two-hundred and sixty-six (266) calendar 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, prior to one hundred and eighty (180) calendar days, and at the end of the probationary period.

**Section 4—Promotional Probation**

A promotion is defined as a change in classification to one of higher pay. An employee shall serve a two-hundred and sixty-six (266) calendar 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**

**Section 1—Definition**

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.

**Section 2—General Procedures**

A grievance may be submitted by any employee, or by the Union on behalf of any employee(s). 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 Manager**

An employee or the Union must file a written grievance with the first level manager within twenty-one (21) calendar 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 manager 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—Program Manager or Next Level of Management**

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 seven (7) calendar days of receipt of the first level manager'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 seven (7) calendar days of such submission.

#### **Step 3—Human Resources**

If the grievance is not satisfactorily settled at Step 2, it may be presented in writing to the Director of Human Resources by the Union within seven (7) calendar days after receiving management's Step 2 written response.

The Director of Human Resources shall meet with the Union and/or employee in an attempt to resolve the grievance and give a written response to the Union within seven (7) calendar days after submission of the grievance to him/her. In all grievances not regarding terminations, suspensions, or demotions, the Union may refer the matter to Binding Arbitration as listed below.

#### **Step 4—Terminations, Suspensions, and Demotions Only: Policy Council**

**With regard to terminations, suspensions, and demotions the following shall constitute Step 4 of the grievance procedure:**

If the grievance is not satisfactorily settled at Step 3, it may be presented in writing to the Policy Council by the Union or employee within seven (7) calendar days after receiving management's Step 3 written response. The Policy Council or designee, shall meet with the Union and/or employee and give a written response to the Union within thirty (30) calendar days after submission of the grievance to the Policy Council.

At the same time the grievance is appealed to the Policy Council, the Union may also refer the grievance to arbitration by following the procedures set forth under "Binding Arbitration" in this Article.

#### **Step 5--Terminations, Suspensions, and Demotions Only: Board of Directors**

**With regard to terminations, suspensions, and demotions the following shall constitute Step 5 of the grievance procedure:**

If the grievance is not satisfactorily settled at Step 4, it may be presented in writing to the Board of Directors by the Union or employee within seven (7) calendar days after receiving the Policy Council's Step 4 written response. The Board of Directors or designee, shall meet with the Union and/or employee and give a written response to the Union within thirty (30)

calendar days after submission of the grievance to the Board of Directors.

At the same time the grievance is appealed to the Board of Directors, the Union may also refer the grievance to arbitration by following the procedures set forth under "Binding Arbitration" in this Article.

### **Binding Arbitration**

If the grievance remains unresolved, within fourteen (14) calendar days of the Agency's final response, the Union may refer the grievance to arbitration by making a written request to the California State Mediation and Conciliation Service (CSMCS) for an arbitration panel of five (5) arbitrators and copying the Agency of the written request. Within seven (7) calendar days of receipt of this list of arbitrators from CSMCS, the parties shall meet and the aggrieved party shall strike the first name and thereafter the other party and alternating until one arbitrator remains. That arbitrator shall be used to settle the grievance. The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement. All expenses of arbitration, excluding costs of representation and witnesses, shall be paid equally by both parties. The decision of the arbitrator shall be final and binding upon the parties and shall be issued within thirty (30) calendar days of the arbitration hearing.

### **Expedited Arbitration**

By written agreement of the Agency's Executive Director and the Union, grievances which are referred to binding arbitration may be addressed using expedited rules, which will include the following characteristics: 1) extensive efforts shall be made to stipulate to facts before the hearing; 2) no attorneys will be used; 3) there shall be no stenographic record of the proceedings; 4) only oral closing arguments will be used, no briefs; and 5) only an oral bench decision shall be required.

### **Article XV: Substitutes**

#### Section 1—Reporting

In the event a represented employee is going to be absent or tardy to work due to illness or other unforeseen and unplanned circumstance the following call in procedure shall apply:

- (1) Teacher's aides will contact their teacher and all other employees will contact their first level of management or in the absence of the first level of management, the employee will contact the Director of Human Resources or designee.
- (2) The employee will contact the appropriate person no later than one (1) hour before their designated start time.
- (3) In emergency situations where one (1) hour advance notice is not possible, then the employee will contact the appropriate person as described above as soon as possible and provide an explanation of their absence or tardiness.
- (4) Teachers shall notify their first level of management of a teacher's aide's absence and need for a substitute as soon as possible.

#### Section 2—Provision of Substitutes

A. It shall be the responsibility of the first level of management or a designee of the Human Resources Department to secure substitutes when needed to fill in for absences or tardiness due to illness or other unforeseen and unplanned circumstance and/or emergency absence or tardiness. The Agency shall ensure that all necessary classroom adult-child ratios are maintained when an employee is absent.

B. For employee vacations or other situations where an employee may be absent due to a foreseeable event, the Human Resources Department shall make arrangements for appropriate substitute personnel and shall insure that necessary adult child ratios are maintained in the employee's absence. Employees must schedule time off in advance in accordance with this Agreement or 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.

### **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 shall be responded to 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 Head Start, State Preschool, State Child Development, and State Licensing regulations regarding staff/child and adult/child ratios.
- B. As funding agreements permit, the Agency shall distribute the workload as equitably as possible.

### **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.

#### Section 1--Transfers & Promotions

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.

3) 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.

4) Outside applicants--If the vacancy remains after transfers and promotions, the Agency may fill the position with a newly hired employee.

5) 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.

E. 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) calendar 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 the Hammer Lane work site, or other location deemed sufficiently large, any employee who wishes to request a new assignment for the coming program year will be allowed to bid for open positions in the following manner:
- 1) All employees who do not attend shall retain their same assignment.
  - 2) 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.
  - 3) Each employee shall only be allowed one (1) assignment change during each Bid Day.
  - 4) Up to three union representatives shall be allowed to attend Bid Day, witness the proceedings, and inform employees of any rights they may have.
  - 5) The Agency shall provide a reminder notice to all employees at least fourteen (14) calendar days in advance of Bid Day.
- D. 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.
- E. All employees shall receive at least fourteen (14) calendar days notice of their assignment for the coming program year.

## Section 3--Migrant Assignments

- A. Within fourteen (14) calendar 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 fourteen (14) calendar 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.
- 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 1<sup>st</sup> of each year.

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.

#### **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) 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.

#### **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. Annual leave may be accumulated up to thirty-six (36) days. After thirty-six (36) days of annual leave are accumulated, the employee shall not accrue further annual leave until annual leave is taken to reduce the total below the thirty-six (36) day maximum. The Agency shall provide an employee the opportunity to take annual leave prior to an employee reaching the thirty-six (36) day limit.

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.

## **Article XXV: Education & Training**

### Section 1--Education

A. The Agency shall allow an employee up to 5% of scheduled work time as paid release time for educational purposes, subject to the following limitations:

- 1) Time off requested must not necessitate employment of substitute workers.
- 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.

#### **Article XXVII: Background Checks**

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

#### **Article 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**

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 supercede 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 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. For COLA grants received after the beginning of the fiscal period to which they apply, retroactive increases shall be paid to all employees for hours worked from the beginning of the grant period to when the increase takes effect if that payment can be made within or for the same fiscal period for which it was granted in accordance with Federal regulations.

C. The salary range of each classification shall be adjusted by any Cost-of-Living-Adjustments (COLA) granted during the term of this Agreement unless the Regional Administration for Children and Families (ACF) determines that the salary range exceeds comparability.

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

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. 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 Cluster Supervisors shall receive a 2% educational step increase for every fifteen (15) units earned by the employee. The employee shall receive the increase within thirty (30) calendar days of Agency receipt of transcripts documenting the additional units.

D. Teacher's Aides, Substitute Teacher's Aides, Teacher Assistants, Substitute Teacher Assistants, Teachers, Substitute Teachers, and Cluster Supervisors shall receive a pay differential of twenty-five cents (\$0.25) per hour for having a CDA.

E. Teacher's Aides, Substitute Teacher's Aides, Teacher Assistants, Substitute Teacher Assistants, Teachers, Substitute Teachers, and Cluster Supervisors shall receive a pay differential of twenty-five cents (\$0.25) per hour for having a valid and clear Children's Supervisory Center permit.

F. Teachers, Substitute Teachers, Cluster Supervisors, 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 twenty cents (\$0.20) per hour.

G. Teachers, Substitute Teachers, and Cluster Supervisors who have a clear supervisory California Early Childhood Education Credential shall receive an additional pay differential of thirty-five cents (\$0.35) per hour.

H. Employees promoted to Cluster Supervisor or Family Service Worker Supervisors shall receive a pay differential of one-dollar (\$1.00) per hour or an increase to the minimum of the salary range for the appropriate classification, whichever is greater.

I. Teachers, Substitute Teachers, Teacher's Aides, Substitute Teacher's Aides, Assistant Teachers, and Substitute Assistant Teachers and Cluster Supervisors who have a BA degree shall receive an additional two dollars an hour (\$2.00) pay differential.

J. When promoted to a higher classification, an employee shall receive at least a three percent (3%) increase in pay.

K. Family Service Workers and Family Service Worker Supervisors 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.

L. 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 a three percent (3%) across-the-board increase effective January 6, 2002. All employees shall receive this increase retroactive for all hours worked to February 1, 2001.

B. 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 May 1 of the given year.

## Appendix A

<b>Position</b>	<b>Salary Range (Rate per Hour)</b>
Teacher's Aide/Teacher Assistant/Assistant Teacher and Substitutes):	9.58--13.51
Teacher, Substitute Teacher, Home Visitor:	12.62--25.50
Cluster Supervisor:	13.91--25.64
Family Service Worker:	11.88--17.06
Family Service Worker, Supervisor:	14.32--18.85
Parent Educator:	17.85--19.91
Transporter:	10.56--11.85
Bus Driver:	11.34--12.62
Cook:	11.99--13.33
Kitchen Aide:	11.73--13.07
Filing/Supply Clerk, Health Assistant:	10.66--12.36
Maintenance:	12.88--15.00
Office Assistant, Office Clerk:	10.00--10.56
Accounting Clerk:	13.33-13.65
School Records Clerk:	10.67--13.76
Custodian:	9.08--13.39

### **Article XXXI: Bi-Lingual Pay**

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

A. The Agency shall pay an additional twenty cents (\$.20) per hour for qualified bilingual employees working in a position that the Agency has posted as bi-lingual.

B. An employee shall be deemed "qualified" if they meet the following criteria:

- 1) Teachers, Substitute Teachers, Cluster Supervisors, 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 for teaching staff; or
- 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.

If the procedures outlined in #1 & #2 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 twenty-five and one-half cents (\$0.255)

per mile.

B. An employee who submits a mileage claim, shall receive the reimbursement as soon as is possible.

**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 (1<sup>st</sup>) 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: \$297.00 per month.

Employee + 1 Dependent or Spouse: \$370.00 per month

Employee + Family (if more than one): \$437.00 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 coverages 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 & EAP**

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

**Article XXIV: 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 sixty percent (60%) 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. All employees shall be eligible to participate in the voluntary employee contribution plan.

**Section 1--Agency Contribution**

The Agency shall contribute forty (\$40.00) 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 February 15, 2002 through and including October 15, 2004, and shall be automatically renewed from year to year thereafter, unless either party serves notice on the other in writing at least ninety (90) days prior to October 15, 2004 or any subsequent anniversary date, of its desire to terminate or modify this Agreement.

**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.

**SIDE LETTER OF 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 OF AGREEMENT ON VEHICLE SAFETY TRAINING**

The Agency shall within thirty (30) 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.

**SIDE LETTER OF AGREEMENT ON STAFF COMMITTEES**

The Agency and the Union agree that within thirty (30) calendar days of the ratification of this Agreement the following issues shall be delegated to the appropriate Staff Committee for discussion and/or recommendations:

- ◆ Streamlining the paperwork that the employees are required to fill out for better efficiency and to eliminate redundancy; in accordance with the documents and records required by the funding source requirements and licensing requirements.
- ◆ The employee evaluation form.

**SIDE LETTER OF AGREEMENT OF THE CREATIVE IMPROVEMENT PLAN**

As part of improving the provision of family case management services at the Creative site, the Agency and the Union agree to the following:

- ◆ Replace one currently vacant Family Service Worker position with a School/Records Clerk position. No current employee would be replaced.
- ◆ There will be no change in the job description for the Family Service Worker nor Family Worker Supervisor.
- ◆ The job description for the School/Records Clerk is attached.
- ◆ The School/Records Clerk would start at \$10.36 per hour and top out at \$13.36 per hour.