Articles of Agreement

Between

Service Employees International Union
Local 221 CTW, CLS

and

Episcopal Community Services
A Non-Profit Religious Corporation

July 1, 2012 - June 30, 2015
## Contents

Preamble ................................................................................................................................. 1

Article 1  Recognition.............................................................................................................. 3  
  Section 1 ............................................................................................................................. 3  
  Section 2 ............................................................................................................................. 4  
  Section 3 ............................................................................................................................. 4  
  Section 4 ............................................................................................................................. 4  

Article 2  Responsible Union-Agency Relationship.............................................................. 6  
  Section 1 ............................................................................................................................. 6  
  Section 2 ............................................................................................................................. 6  

Article 3  Federal Program Supremacy, Past Practice and Non-Discrimination.................... 7  
  Section 1 ............................................................................................................................. 7  
  Section 2 ............................................................................................................................. 7  
  Section 3 ............................................................................................................................. 8  
  Section 4 ............................................................................................................................. 8  

Article 4  Management Rights ............................................................................................... 9  
  Section 1 ............................................................................................................................. 9  
  Section 2 ........................................................................................................................... 10  
  Section 3 ........................................................................................................................... 10  

Article 5  Union Security & Administration ....................................................................... 11  
  Section 1 ........................................................................................................................... 11  
  Section 2 ........................................................................................................................... 11  
  Section 3 ........................................................................................................................... 12  
  Section 4 ........................................................................................................................... 12  
  Section 5 ........................................................................................................................... 12  
  Section 6 ........................................................................................................................... 12
Article 6  Union Status & Rights

Section 1
Section 2
Section 3
Section 4
Section 5
Section 6
Section 7

Article 7  Dues Check-off Deduction for Union Dues & Fair Share Fees

Section 1
Section 2
Section 3
Section 4

Article 8  Seniority

Section 1
Section 2
Section 3
Section 4
Section 5
Section 6
Section 7
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Article 9  Grievance - Arbitration

Section 1
<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Discipline - Discharge</td>
</tr>
<tr>
<td></td>
<td>Section 1</td>
</tr>
<tr>
<td></td>
<td>Section 2</td>
</tr>
<tr>
<td></td>
<td>Section 3</td>
</tr>
<tr>
<td>11</td>
<td>Program Regulations</td>
</tr>
<tr>
<td></td>
<td>Section 1</td>
</tr>
<tr>
<td></td>
<td>Section 2</td>
</tr>
<tr>
<td></td>
<td>Section 3</td>
</tr>
<tr>
<td>12</td>
<td>Contracting Work</td>
</tr>
<tr>
<td>13</td>
<td>No Strike – No Lockout</td>
</tr>
<tr>
<td></td>
<td>Section 1</td>
</tr>
<tr>
<td></td>
<td>Section 2</td>
</tr>
<tr>
<td></td>
<td>Section 3</td>
</tr>
<tr>
<td>14</td>
<td>Workweek &amp; Overtime</td>
</tr>
<tr>
<td></td>
<td>Section 1</td>
</tr>
<tr>
<td></td>
<td>Section 2</td>
</tr>
<tr>
<td></td>
<td>Section 3</td>
</tr>
<tr>
<td></td>
<td>Section 4</td>
</tr>
<tr>
<td></td>
<td>Section 5</td>
</tr>
<tr>
<td></td>
<td>Section 6</td>
</tr>
<tr>
<td></td>
<td>Section 7</td>
</tr>
</tbody>
</table>
Article 15  Wages .................................................................38
  Section 1 .................................................................38
  Section 2 .................................................................39
  Section 3 .................................................................40

Article 16  Vacations – PTO (Traditional) ........................................41
  Section 1 .................................................................41
  Section 2 .................................................................41
  Section 3 .................................................................42

Article 17  Holidays..................................................................43

Article 18  Sick Leave – Bereavement Pay – Jury Duty..........................45
  Section 1 .................................................................45
  Section 2 .................................................................45
  Section 3 .................................................................45
  Section 4 .................................................................45
  Section 5 .................................................................46
  Section 6 .................................................................46
  Section 7 .................................................................47

Article 19  Leaves of Absence ......................................................48
  Section 1 .................................................................48
  Section 2 .................................................................48

Article 20  Health & Welfare Benefits ............................................49
  Section 1 .................................................................49
  Section 2 .................................................................50

Article 21  Training ................................................................51
  Section 1 .................................................................51
  Section 2 .................................................................51
<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 22</td>
<td></td>
<td>52</td>
</tr>
<tr>
<td>Article 23</td>
<td></td>
<td>53</td>
</tr>
<tr>
<td>Article 24</td>
<td></td>
<td>54</td>
</tr>
<tr>
<td>Article 24</td>
<td>Section 1</td>
<td>54</td>
</tr>
<tr>
<td>Article 24</td>
<td>Section 2</td>
<td>54</td>
</tr>
<tr>
<td>Article 25</td>
<td></td>
<td>55</td>
</tr>
<tr>
<td>Article 26</td>
<td></td>
<td>56</td>
</tr>
<tr>
<td>Article 26</td>
<td>Section 1</td>
<td>56</td>
</tr>
<tr>
<td>Article 26</td>
<td>Section 2</td>
<td>56</td>
</tr>
<tr>
<td>Article 26</td>
<td>Section 3</td>
<td>57</td>
</tr>
<tr>
<td>Article 27</td>
<td></td>
<td>58</td>
</tr>
<tr>
<td>Article 28</td>
<td></td>
<td>59</td>
</tr>
<tr>
<td>Article 28</td>
<td>Section 1</td>
<td>59</td>
</tr>
<tr>
<td>Article 28</td>
<td>Section 2</td>
<td>60</td>
</tr>
<tr>
<td>Article 29</td>
<td></td>
<td>61</td>
</tr>
<tr>
<td>Signature Page</td>
<td></td>
<td>63</td>
</tr>
</tbody>
</table>
PREAMBLE

This Agreement is made and entered into by and between Service Employees International Union, Local 221 CTW, CLC, hereinafter referred to as the “Union” and the Episcopal Community Service, a California nonprofit, religious corporation, hereinafter referred to as the “Agency.”

The Agency is an institution within the Episcopal Diocese of San Diego. Its general purpose is to be a vehicle for social outreach by providing Christian response to individuals who are vulnerable or in need, without regard to race, color, gender, religion, disability, sexual preference, age, marital status or national origin.

The Agency’s purposes include providing service in areas such as early childhood education and development, drug and alcohol rehabilitation, counseling and housing for those in transition. The Agency strives to minister to the whole person, addressing physical, mental and spiritual needs, and restoring those it assists, where possible, to healthy and productive lives.

The Head Start program within the Agency is designed to secure a brighter future for all children for providing an enriched family-focused environment which promotes opportunities for families to learn, grow and become involved members of their communities. The Agency, through its Board of Directors, members, employees and volunteers, seeks to accomplish the purpose of its Head Start program by building relationships with parents and children, by embracing diversity, by ensuring parent participation, and the development and implementation of programs, and by recognizing
the educational, programmatic, developmental and spiritual needs of its clients.

One of the purposes of this agreement is to support the above-stated philosophy, while maintaining harmonious relations between the Agency and the Union, to provide for the equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and conditions of employment for employees covered by this Agreement within the Head Start program.
ARTICLE 1

RECOGNITION

Section 1.

The Agency hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, for all eligible Head Start employees performing work in job classifications covered by this Agreement as one bargaining unit. For purposes of this Agreement, "eligible Head Start employees" is defined as full-time and regular part-time nonprofessional Head Start employees, including associate teachers, home visitors, inclusion technicians, parental involvement technicians, family support technicians, maintenance employees, and bus drivers, AND full-time and regular part-time professional Head Start employees, including teachers employed by the Agency pursuant to a Head Start subgrant, or MOU, from Neighborhood House Association. Agency employees employed at other facilities and operations and in other job categories at Head Start, included but not limited to nutritionists, social workers, disability specialists, health specialists, parental involvement specialists, food service workers, casual employees, support service technicians, guards, Agency employees at the Work Center and the Food Service, are specifically excluded from this Agreement. Also excluded from the Agreement are all other employees of the Agency including, without limitation, office and clerical employees, supervisors, other job categories or job descriptions at the Head Start program, and employees engaged in the Agency's other social service operations (i.e.
Alcohol and Drug Services, Mental Health Services, Housing Services, Women's Services, Food Services, and Operations).

Section 2.

The Agency shall have the right to create new classifications within its Head Start operations subject to its duty to bargain with the Union over wage scales and working conditions for all such new classifications within Head Start that are the same or similar to those categories covering eligible Head Start employees. The Agency shall also consult with but not be obligated to bargain with the Union concerning the duties of such new classifications.

Section 3.

All bargaining unit work will be performed by SEIU represented-employees; however, the Agency shall continue its existing practice of using temporary employees and volunteers, as required by Federal performance standards. Further, the Agency may also, in the case of emergency, lack of available employees or other factors beyond its control, use supervisors or other non-unit personnel to perform bargaining unit work.

Section 4.

The Agency will notify the Union within fifteen (15) calendar days of new hires within the eligible Head Start categories by date of hire of said employees, their assigned job classification, rate of pay, and home address. The Agency will provide
a monthly update on changes in status of bargaining unit employees. This section shall be construed in a manner consistent with Article 5.
ARTICLE 2

RESPONSIBLE UNION-AGENCY RELATIONSHIP

Section 1.

The Agency and the Union recognize that it is in the best interests of both parties, the employees, and the parents and children (clients) that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Agency and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union’s status as exclusive bargaining representative of all employees covered by this Agreement. Each party shall bring to the attention of all employees in the units covered by this Agreement, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

Section 2.

When the Agency hires new eligible Head Start employees, one (1) hour of time will be allowed once during work hours for the Union to meet with the member or members to explain Union benefits, obligations and activities. Said meeting will be part of the Agency’s general Head Start new hire orientation process and will be available only to new SEIU-eligible Head Start employee hires.
ARTICLE 3

FEDERAL PROGRAM SUPREMACY, PAST PRACTICE
& NON-DISCRIMINATION

Section 1.

Subject to the provisions of this Agreement, and without any waiver of the rights and protections of the Agency as a religious organization or consent to jurisdiction of any state, federal or local court, agency, law, regulation or statute that would not otherwise apply to the Agency, except as provided in the Head Start statutes, regulations, and the subgrant (MOU), neither the Agency nor the Union shall unlawfully discriminate against any employee because of such employee’s race, color, sex, age, marital status, sexual orientation, national origin or because the person is disabled, or a veteran entitled to protection from discrimination under applicable federal law.

Section 2.

An employee subject to this agreement may bring a complaint or grievance regarding discrimination in employment pursuant to Article 9 (the grievance provisions) hereof, and may, subject to compliance with that Article, proceed to binding arbitration with such grievance. Alternatively, an employee asserting a claim of unlawful employment discrimination may pursue such charge or claim through civil administrative or judicial processes. However, no employee shall be entitled to bring such a claim under both the grievance/arbitration provisions of this agreement and in an administrative or judicial forum. An employee who initiates a grievance based on
discrimination allegedly in violation of this section, or in violation of corresponding state or federal anti-discrimination laws, shall be deemed to have waived his/her right to bring a charge or lawsuit, arising from the same alleged facts, in an administrative or judicial forum.

Section 3.

It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against an employee covered under this Agreement in his/her right to join or assist, or refrain from joining or assisting the Union.

Section 4.

Federal Program Supremacy

Nothing herein shall constitute a waiver or enlargement of the obligations of the Agency as a subgrantee of a federal Head Start grant. This agreement shall not constitute or be interpreted as a waiver of any aspect of the Head Start regulations, rules, standards, statutes, rulings, ordinances or authority with respect to the Head Start Act, the MOU or subgrant, or the relationship of the Agency with Neighborhood House Association or the Federal Government. The Head Start requirements, as described above shall take precedence over any conflicting or inconsistent provisions of this Agreement. In the event of any inconsistency between this Agreement and the Head Start requirements, the Head Start requirements shall govern.
ARTICLE 4

MANAGEMENT RIGHTS

Section 1.

Unless otherwise provided in this Agreement, the employer shall retain all rights of management and direction of its workforce, including, but not limited to the establishment of working conditions; the right to hire and direct the workforce; to determine the appropriate number and classification of bargaining unit employees; to select and determine the content of job classifications; to hire employees and to establish the qualifications for each classification (subject to applicable Head Start Regulations or requirements of the Agency’s subgrant); to suspend, discipline or discharge employees for cause; to terminate the Head Start grant and operations thereunder; to relocate, close or realign facilities at which covered work is performed; to reduce or enlarge the workforce; to expand or diminish the scope of services provided; to establish standards for job performance; to determine, adopt, revise or delete policies governing the employment of employees, including, but not limited to, rules of conduct and safety; to comply with all federal, state and local rules, regulations and mandates; to comply with the terms of the MOU with Neighborhood House Association, or any amendments thereto; to establish work and quality standards; and to manage, direct and maintain the efficiency of its business, personnel, departments, buildings and facilities.
Section 2.

No Effect on Existing Policies and Regulations

This Agreement shall have no effect on any of the Agency's existing policies, regulations or procedures including the ECS Personnel Policies and Procedure Manual and its Standard Operating Procedures (collectively referred to as "P & P"). The Agency's P & P shall not be limited by anything in this Agreement unless it is in direct conflict with a specific provision of the Agreement. The Union acknowledges receipt of a copy of the current version of the ECS Personnel Policies and Procedures Manual, its Head Start SOPs, and its current Agency drug and alcohol testing policy, all of which shall remain in effect in their current form or as amended by the Agency.

Section 3.

Past Practices Terminated

All past practices existing prior to the effective date of this agreement, whether created by action or inaction of either party, except as provided in Section 2 of this Article, are terminated as of the effective date of this Agreement.
ARTICLE 5

UNION SECURITY & ADMINISTRATION

Section 1.

The union shall represent all bargaining unit employees fairly and equally as required by the National Labor Relations Act. All employees will be required to pay their fair share for the union representation they receive. Therefore, it shall be a condition of employment that all full time, regularly scheduled part time, and temporary employees covered by this Agreement, shall on the 31st day following their first day of employment, either become members and remain members of the union, or, in lieu thereof, shall remit to the union an amount of money equal to but no greater than the union's monthly dues. Failure to comply with this requirement when notified by the union shall result in a non-compliant employee's termination.

Section 2.

The Agency shall notify all new hires of the requirements of Section 1. The Agency shall permit the union to supply current bargaining unit members and new hires with a Union Orientation Packet to discuss with employees their rights and obligations under the Agreement. The Packet will include two check off authorization forms, one for employees who wish to join the union, and the second for those who will pay representation fees in lieu of becoming a union member. It will be up to the union to explain to employees their responsibilities under the contract.
Section 3.

Upon receipt of check off authorization forms from employees the Agency will make the necessary deductions from employee pay checks and remit the proceeds to the union in a timely manner.

Section 4.

The Agency shall provide the union with a list of all employees in the bargaining unit for the union to verify employees are fulfilling their obligations under Section 1.

Section 5.

If the union represents to the Agency that it has contacted an employee who refuses to comply with Section 1 requirements, the Agency will contact the employee for verification of refusal to pay and advise the employee the contract requires payment under Section 1 and failure to comply will result in termination. Any employee who refuses to comply will be terminated.

Section 6.

The union shall indemnify the Agency for any expenses or liability it may incur as a result of an employee's termination under this Article.
ARTICLE 6

UNION STATUS & RIGHTS

Section 1.

**Stewards.** The Union will notify the Agency in writing of the stewards and the Agency shall recognize no others. Stewards shall be full-time non-probationary employees. No more than one (1) steward per site of employment, designated by the Union, shall be permitted on the first or regular shift. There shall be one steward for the twilight shift at each facility where a twilight shift is regularly scheduled. There shall be no alternate stewards. If a steward is absent or unavailable at a site where a steward’s services are needed, the closest available steward within the same District shall handle the issue. Stewards on both shifts shall attempt to resolve or address issues by telephone rather than traveling between sites, where possible.

Section 2.

**Chief Steward.** The Union may designate a Chief Steward, who shall be a steward at one of the sites identified in Section 1 of this Article. In addition to his or her duties as a steward at that site, the Chief Steward shall, by telephone if possible, coordinate the activities of other stewards, including without limitation communicating with management of the Agency, communicating with other stewards, and resolving issues of significance to the bargaining unit as a whole (as opposed to particular grievances relevant only to a particular employee or site). The Chief Steward is not intended to and shall not substitute for an on-site steward at a different site. In the
absence of an on-site steward, the closest available steward within that District shall resolve any matters at the particular site. The Chief Steward shall, to the extent practicable, attempt to perform the duties of the Chief Steward on non-working time, but, if necessary, shall be released from duty, with pay, for a reasonable amount of time, to perform those duties. Any time released from work shall not interfere with normal activity at the Chief Steward’s site, nor shall such time be permitted if it would create an issue of non-compliance with staffing, licensing or other regulatory requirements. Prior to performing any duties as Chief Steward while on working time, the Chief Steward shall notify the appropriate Supervisor and shall obtain approval as provided in Section 4 of this Article. The Chief Steward shall not travel to another site or perform the duties of a steward at another site except in extraordinary circumstances. When performing the duties of a steward at his or her own site, the Chief Steward shall be compensated and be entitled to the provisions of Section 4 and 5 of this Article.

Section 3.

Access. In order to ascertain whether conditions of this Agreement are being observed, access to the Agency’s premises shall be granted as follows: access will be limited to authorized union representatives or stewards. Non-employee union representatives will be required to observe customarily-required access and identification restrictions, including checking in with the Head Start Administrative Offices, as would any other visitor. Non-employee union representatives will be required to wear identification badges. If customarily required at the particular site, non-employee Union representatives may be escorted by security or operational personnel. Access
shall not interfere with work or teaching operations and shall be on breaks or non-working time. The Union recognizes that most of the facilities are subject to State and Federal licensing rules and regulations, and sites are not open to the general public.

Section 4.

Administration. Stewards will be paid for administering the agreement within their own District pursuant to their normal work hours and rate of pay. Stewards shall not be paid for meetings that are not conducted on Agency premises, nor for travel time or expenses, unless a steward is traveling to a location within the steward's own District in accordance with Section 1 of this Article. Stewards shall not be compensated, even when so traveling, for meal periods which otherwise would occur during the steward’s travel time.

A steward may investigate any alleged grievance in his or her site, or in another site within his/her District if required under Section 1 of this Article.

A steward shall be permitted reasonable time off during normal working hours, without loss of time, to investigate, prepare, adjust or present grievances, but shall encourage the employee to discuss any issue informally with his/her supervisor prior to filing a formal grievance. Prior to doing so, the steward shall notify his or her immediate supervisor. The immediate supervisor shall authorize the steward to leave work for purposes specified in this section, unless compelling circumstances require refusal of such permission. If permission is refused, the immediate supervisor shall inform the steward of the reasons for denial and propose an alternative time when the steward can
reasonably be expected to be released from the steward’s work assignment. Such alternative time shall normally not be more than one work day after the date on which approval is given.

If a steward desires to contact an employee at the employee’s work location, the steward shall first contact that employee’s immediate supervisor. The steward shall advise the immediate supervisor of the nature of the business and obtain permission to meet with the employee. Such meeting shall occur during non-working time. The immediate supervisor will make the employee available promptly during non-working time unless compelling circumstances prohibit the employee’s availability, in which case the supervisor will notify the steward when the steward reasonably can expect to contact the employee. Normally, such contact will not be delayed more than three working days. If the delay in meeting with the employee is more than one working day, the time limits of the grievance procedure herein shall be extended by the number of days of delay exceeding one day.

Section 5.

Presentation of Grievances. A steward shall be entitled to present and process any grievance for which the steward served as the initial investigating steward. In such event, the steward shall be released from duty during his/her regular working hours, without loss of time, pay or benefits, to present and process any grievance subject to the following: Should a non-employee Union representative be personally involved in the presentation or processing of any grievance, a steward shall be paid for time spent processing or presenting the same grievance only for the first grievance that each such
steward presents together with a non-employee Union representative. Otherwise, should a non-employee Union representative be personally involved in the presentation or processing of any grievance, any steward accompanying or assisting the Union representative shall not be paid for time spent processing or presenting that grievance beyond step one.

Section 6.

Bulletin Boards. A suitable bulletin board or bulletin board space shall be provided at each Head Start site for the Union’s exclusive use. The size shall vary according to the space available at that site.

Section 7.

Steward Training. The employer agrees to provide one mutually agreed upon day of unpaid time for union officers and stewards during which the union agrees to provide training regarding their responsibilities and how to appropriately address employees concerns. It is understood that the union will ensure proper training or guidance in a timely manner to the best of their ability. The date of the training will apply to one steward from each center. The day of the training and an alternate/make up day will be scheduled and published.
ARTICLE 7

DUES CHECK-OFF DEDUCTION FOR
UNION DUES & FAIR SHARE FEES

Section 1.

The Agency shall deduct from the wages and/or sick benefit payments of members and nonmembers of the Union, dues, and representation fees for such payroll periods as it is authorized in writing to deduct by the individual employees covered by this Agreement.

Section 2.

An employee’s written deduction authorization shall remain in effect until revoked by the employee, or otherwise as provided in this Section. The written deduction authorization for an employee in the “traditional” program will remain in effect notwithstanding the annual furlough occurring in that program. An employee’s deduction authorization will automatically be canceled if the employee leaves the employ of the Agency or is transferred out of the bargaining unit.

Section 3.

The Agency shall make two deductions per month from the employee’s paycheck, in accordance with the written deduction authorization by such employee. All amounts deducted each month shall be remitted promptly to the Union in a single check representing the aggregate amounts of all such deductions, together with a list or other
documentation showing the names of the employees from whom dues/fees were deducted and the amount for each employee. Said remittance will be made no later than seven (7) business days after said amounts are withheld from the paychecks of the affected employees.

Section 4.

The Union shall indemnify and hold harmless the Agency and its officers and employees from any and all claims, demands, suits, or any other action arising from the provisions herein. In no event shall the Agency be required to pay from its own funds Union dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reasons.
ARTICLE 8

SENIORITY

Section 1.

Seniority Defined:

a. Agency Wide Seniority – shall be defined as time accrued while working at the Agency from an employee’s most recent date of hire.

b. Classification Seniority – shall be defined as time accrued by employees while working in their current classification.

c. Notwithstanding the definitions above, full time and regularly scheduled part time employees shall be considered senior for any purpose to any temporary employee. Temporary employees shall not have any seniority rights except as to less senior temporary employees.

Section 2.

Full time and Traditional Employees Defined:

a. Full time employees are those who work at the agency throughout the calendar year.

b. Traditional employees are those who work during the traditional school year (typically for the nine months beginning in September and extending into June with a summer furlough).

c. Employees in the full time and traditional programs will be governed by the same definitions of seniority.
Section 3.

Work Sites:

a. The Agency has multiple work sites throughout the general San Diego area to fulfill its responsibilities under the Head Start and Early Head Start programs.

b. Seniority shall not apply at individual work site locations for purposes of vacation scheduling, shift scheduling, and layoffs. These decisions will be made by the Agency based on operational needs.

c. Layoffs shall follow the principles of classification seniority.

d. Should employees be laid off in any classification, they shall have bumping rights to any lower classification for which they are qualified based on their Agency Wide Seniority. Recalls from layoff shall be in reverse order to the classification they were laid off from based on their classification seniority.

e. Should a layoff at multiple program sites not affect all programs (i.e. Traditional, Early Head Start and Full year programs) at those sites, the Agency may retain, regardless of seniority, specific individuals whose services are required due to licensing, qualifications, regulatory, or contractual obligations, to operate the remaining programs at such site(s).

Section 4.

In the event of a layoff, other than the annual furlough of employees in the traditional program, bumping rights shall be as follows:
a. Teachers shall have the right to bump the least senior teacher(s) in his/her program type; or to bump the least senior employee in any classification for which the teacher is qualified.

b. Non-teachers shall have the right to bump the least senior employee(s) in any classification (other than Teacher) for which the bumping employee is qualified.

c. Bumping, whether by teachers or non-teachers, shall be without regard to work site. Any employee displaced by the bumping rights of a senior employee shall be entitled to exercise his or her own bumping rights as to less senior employees.

d. Any employee seeking to bump another employee will be required to demonstrate he/she is qualified for the position sought.

With respect to layoffs involving more than one program site, the least senior employees in the affected classification(s), without regard to program type or work site, shall be laid off, subject to bumping rights as described in section 4 hereof. However, should a layoff at multiple program sites not affect all programs (i.e. traditional, full year and early Head Start) at those sites, the Agency may retain, regardless of seniority, specific individuals whose services are required due to licensing, qualification, regulatory or contractual obligations, to operate the remaining programs at such site(s).

Section 5.

In the event of openings occurring as a result of events other than a layoff, the following procedure shall apply:

a. Vacancies would first be offered during the annual transfer to qualified
persons within the applicable classification. Among equally qualified employees, Agency seniority would apply.

Section 6.

In any case or instance under this Article where the Agency determines that an individual is not qualified for a particular position, the Agency shall advise the employee and/or the Union of the particular qualification which has not been achieved or demonstrated. The employee then shall have a period of no longer than ten working days to produce evidence of his/her qualification. If the employee provides additional evidence but the Agency concludes that the evidence is insufficient or that the person is not qualified, the grievance/arbitration provisions of Article 9, Sections 1 through 3 shall apply; provided that, in such cases, the employee shall have the burden to establish that he or she in fact has the qualification(s) in dispute.

Section 7.

Seniority shall not be the sole factor in promotions except at the Agency’s discretion.

Section 8.

The Agency’s “traditional” program typically furloughs employees in that program each year. Furloughs have typically occurred between June 15 and June 30 of each year and affected employees are recalled or rehired typically between August 15 and September 15. The exact date(s) of such events may change from year to year. The annual furlough and rehire of employees in the traditional programs shall not be deemed a “layoff” or “recall” for any purpose, nor shall those employees lose seniority as a result of such events, so long as the employee returns promptly upon being
advised of his/her return date.

**Section 9.**

A break in seniority shall occur only in cases of a voluntary quit by an employee, a discharge for just cause, failure to return to work after a leave of absence has expired, an administrative leave required by the Agency, failure to return to work after a recall from layoff, or failure to return from the annual furlough in the traditional program.

**Section 10.**

New eligible Head Start employees hired after the date this Agreement becomes effective, shall be considered probationary until they have completed Ninety (90) calendar days of service. During and at the end of that period the Agency may terminate any probationary employee at will, with or without cause or reason and with or without notice. No grievance or arbitration may be brought by such a probationary employee or the Union as a result of such a termination. No probationary employee may claim seniority rights for any purpose except as to a less senior probationary employee. Probationary employees shall receive the minimum applicable rates of pay and other benefits and conditions of the Agreement. Employees who are on probationary status as of the date this agreement is signed shall be governed by the Agency’s policies regarding probationary employees in effect immediately prior to the signing of the agreement.

**Section 11.**

There shall be no transfers from one classification to the same classification during the year with one exception (that is during the annual transfer period at or near the end of the Traditional school year that will be administered following ECS policies
for that purpose). For purposes of this Article it shall be identified as the "annual transfer period."

Section 12.

The Agency, through its designated supervisory and management personnel, will assess the qualifications of employees who have applied to be transferred during this period. Transfers shall be subject to employees meeting federal Head Start standards and State Licensing requirements.

Section 13.

The Agency may hire temporary employees to fill vacancies during the year or for positions expected to last six months or less. The employment of a temporary employee would end at the conclusion of the period for which he or she was hired. Temporary employees shall not be entitled to seniority rights for any purpose except as to a less senior temporary employee. Temporary employees must either join the union after 30 days of employment or pay representation fees equivalent to union dues as a condition of continued employment.
ARTICLE 9

GRIEVANCE-ARBITRATION

Section 1.

The purpose of this Section is to resolve an issue alleging the Agency violated a provision of the CBA or that disciplinary action was taken by the Agency that failed to satisfy the just cause requirement implied in the contract. An allegation that either happened shall be defined as a grievance and must be processed in accordance with the following steps, time limits, and conditions herein set forth.

Section 2.

Processing of grievances shall be as follows:

Step 1. The employee, and the Site Steward or Union Representative if the employee requests, will confer informally with the Site Supervisor within 7 working days of the incident which gave rise to the grievance. If there is no resolution of the dispute at this level, the grievance shall be reduced to writing and submitted to Step 2 within 14 working days of the incident which gave rise to the grievance. A grievance reduced to writing shall include the following:

a. A statement of the facts on which the grievance is based
b. The remedy or correction sought
c. The Article(s) of the contract claimed to have been violated.
Step 2. The employee, site steward and/or professional representative from the union shall meet with the Head Start Director and the Director of Human Resources in an effort to resolve the grievance. If the grievance is rejected at this conference, it must be submitted to Arbitration in Section 3 within 20 working days of the time the grievance was dated and rejected in writing by the Agency.

Section 3.

The parties will attempt to select an impartial arbitrator from the following list of qualified arbitrators: Sara Adler, Linda Klibanow, Richard W. Calister, David Hart, and Robert Petering. If the parties cannot agree, they may request a list of five (5) arbitrators submitted by the American Arbitration Association and follow its procedure for making the selection. The Arbitrator selected, by agreement or through AAA, must be able to hear the case within 30 working days and render his decision within 30 working days from the time the hearing is completed. Failure of the Arbitrator to meet those requirements, the process will repeat itself until those conditions can be met.

Section 4.

The Arbitrator must follow the express written provisions of the contract and his decision may not add to, subtract from, alter, or amend any Article or provision of the contract. The Arbitrator’s award, providing it abides by this section, shall be final and binding on the parties.
Section 5.

The parties agree they will follow the steps, time limits, and conditions set forth herein. If the Agency fails to meet its requirements, the Union may appeal it to the next step, if the Union fails to meet its requirements, the grievance shall be deemed resolved and withdrawn. Time limits may be extended by the mutual agreement of the parties.

Section 6.

Monetary awards, if any, shall not be made retroactive beyond the date of the filing of any grievance going to arbitration.

Section 7.

The expense of the Arbitrator and his/her selection if AAA process is used shall be shared equally between the Agency and the Union. Each party shall bear its own legal expense and those of its witnesses. The parties may agree to share the expenses of a court reporter and share in the transcript produced, or may elect to hire and pay for the court reporter on their own without sharing the transcript.
ARTICLE 10

DISCIPLINE - DISCHARGE

Section 1.

The Agency shall not discipline or discharge eligible Head Start employees without just cause. Just cause shall exist if the Agency makes a discharge or discipline decision on its good faith belief that just cause exists.

Section 2.

For lesser violations of rules and regulations the Agency will follow the principles of progressive discipline, but the principle shall not be so rigidly applied so as to prevent the Agency from imposing discipline and discharge that is reasonable and appropriate for the particular situation or incident. However, in the event of serious violations of rules and regulations, suspensions or discharges may be appropriate. There will be zero tolerance for violations that put a child at risk or the Agency at risk of losing its license, specifically hurting a child, humiliating a child or losing supervision of a child in their custody (the latter of which could be caused by failing to follow the transitioning of children policy requiring logging children in/out and facial recognition counting when children are transitioned).

Section 3.

A bargaining unit employee, upon request of that employee, shall be entitled to have a Site Steward or Union Representative present for any investigatory meeting
that may potentially lead to discipline. The employee may choose any available Steward in the District to represent him/her. The Agency will make arrangements to free up a Steward in the District to represent him/her. The Agency will make arrangements to free up a Steward for that purpose as soon as possible.
ARTICLE 11

PROGRAM REGULATIONS

Section 1.

SEIU acknowledges receipt of a copy of the State and Federal program and licensing regulations currently in effect. Said Licensing and Program Regulations may be amended from time to time. Any changes or updates to such regulations shall become effective and control over any inconsistent provision of this Agreement. In such event the Agency will provide any further amendments or revisions to the SEIU within ten (10) working days of receiving written notice from the aforementioned State and Federal programs.

Section 2.

SEIU acknowledges the role of the State and Federal Governments in the licensing, permitting and operation of Head Start sites and programs and acknowledges that these agencies have exclusive jurisdiction over all matters pertaining to child care and Head Start programming, including without limitation: criminal record clearances, licensing eligibility, permits for job classifications and sites, compliance with all applicable federal, state and local laws and regulations, compliance with internal controls, compliance with regulatory directives and demands, protection of program assets and compliance with safety and health guidelines as determined appropriate by the agencies. SEIU further acknowledges that these policies require that all employees have criminal background clearances, be licensed and permitted by the State of
California in order to work at child care or Head Start sites and acknowledges and agrees that a current, effective background clearance and permit is a condition for the employment of all employees covered hereunder.

**Section 3.**

In the event of any action taken by the licensing agencies which would require the discipline, suspension or termination of employment of an employee, due to the revocation of his/her license or permit or otherwise, any such decision shall be subject to the review and dispute resolution provisions in the licensing and permitting regulations in effect at the time, which shall be the exclusive remedy for any claim arising therefrom. There shall be no grievance or arbitration proceedings pertaining to any such action. In the event that an employee elects to challenge or appeal any action taken by a licensing agency which would affect the employee’s employment status, the Union shall give notice of such challenge or appeal to the Agency. Upon receipt of such notice, the Agency shall place the employee on suspension pending the resolution of the appeal or challenge. If the appeal or challenge is sustained, such that the employee remains eligible for employment, he or she shall be returned to the position previously held, without back pay or benefits, but with no loss in seniority.
ARTICLE 12

CONTRACTING WORK

The employer shall not subcontract or contract to non-bargaining unit employees any work currently performed by the individuals in the classifications identified in Article 1, Section 1 above, unless mutually agreed to by the Agency and the Union. However, the Agency may continue any currently existing practices of contracting or subcontracting work, including the use of temporary employees or volunteers, whether or not that work would be considered “bargaining unit work” hereunder; and provided, further, that in the event of any emergency, shortage of personnel or other event beyond the employer’s control, the Agency may either use supervisory personnel to perform bargaining unit work or may use non-bargaining unit members or new hires as needed, in its sole discretion.
ARTICLE 13

NO STRIKE - NO LOCKOUT

Section 1.

The Agency and the Union agree that during the term of this Agreement, neither the Union nor its agents, nor its members covered by this Agreement will authorize, instigate, aid, condone or engage in work stoppages, slow-downs, refusals to work, strikes or sympathy strikes. The Agency shall not, during the term of this Agreement, lock out any employees covered by this Agreement.

Section 2.

Any bargaining unit employee who violates Section 1 of this article shall be subject to discipline on the basis that such action shall constitute just cause for discipline including termination.

Section 3.

In the event of any unauthorized work stoppage by bargaining unit employees, the union representatives and stewards shall immediately take reasonable steps to end, cease or avert such activity.
ARTICLE 14

WORKWEEK & OVERTIME

Section 1.

The work week shall begin at 12:00 a.m. on Monday and shall extend through 11:59 p.m. on the following Sunday.

Section 2.

Regular full-time employees are scheduled, but not guaranteed to work forty (40) hours per week.

Section 3.

Each employee shall be entitled to take a rest period of ten (10) minutes during each four hour work period. If time, scheduling and workload permits, breaks may be extended, in the discretion of the supervisor on duty, to fifteen (15) minutes. Break periods will be scheduled, to the extent practicable, to minimize disruption of work operations.

Section 4.

Unpaid meal periods of 30 minutes shall be taken near the midpoint of the shift. Employees scheduled to work shifts of six (6) hours or longer shall be entitled to meal periods. For those employees receiving paid meal periods, such paid meal periods shall not constitute “hours worked” for purposes of calculation of any overtime pay.
Any inconsistent provision regarding meal or break periods contained in the ECS Personnel Policies, or in the Policy and Procedures Manual or the Standard Operating Procedures (“P&P”) shall govern and control as to meal and/or break periods.

Section 5.

Overtime pay shall be in accordance with the Agency’s current policy: non-exempt employees shall receive overtime pay at the rate of time and one-half their regular rate of pay, for all hours worked in excess of forty hours in a work week or eight hours in one day.

Section 6.

In situations requiring overtime work as a result of unforeseen or unforeseeable events such as the failure of one or more employees to appear for work or to call in a timely fashion, unforeseen illness, or other forces beyond the Agency’s control, the Agency may require employees on duty to work overtime as necessary, but shall offer such overtime to the most senior employees initially, as provided in Article 8. If adequate staffing cannot be arranged, the Agency, in such circumstances, may require, on an ascending basis that the least senior employee on duty work overtime until its needs are met.

Management will assign regular duties of bargaining unit members to other bargaining unit members under normal operating conditions. Exceptions to assigning work only to bargaining unit members will be generally defined as follows; emergency situations, situations that would result in the closing of a facility, and/or situations that
would result in a violation of licensing/regulatory requirement. During these conditions, management reserves the right to assign bargaining unit work to non-bargaining members for the purposes of protecting the core contract requirements of the Head Start contractual/regulatory service delivery. Nothing in this Article shall supersede the provisions of Article 4 and/or Article 12.

Section 7.

In order to maintain accurate records of work hours and overtime hours, every eligible Head Start employee shall maintain time cards which may be produced by punching time clocks, with his or her own time card only, at the beginning and end of each shift. Unauthorized overtime shall be subject to discipline.
ARTICLE 15

WAGES

Section 1.

The Parties agree that wages shall be as follows:

a. For Program Year July 1, 2012 to June 30, 2013, the Parties agree to extend COLA increases of 0.72% Permanent COLA.

b. For Program Year July 1, 2013 to June 30, 2014, the Agency will extend to bargaining unit employees any COLA or additional federal temporary wage increases, or additional incentives targeted for wages in accordance with the Head Start MOU, when and as received by the Agency.

c. For Program Year July 1, 2014 to June 30, 2015 the Agency will extend to bargaining unit employees any COLA or additional federal temporary wage increases, or additional incentives targeted for wages in accordance with the Head Start MOU, when and as received by the Agency.

d. A lump sum payment of $125.00 will be paid to employees who will have 5 or more years’ service during the contract year of 2012-2013 payable in December of 2012.

e. A lump sum payment of $125.00 will be paid to employees who will have more than 5 years’ service with the Agency but less than 10 years’ service with the Agency during the contract year 2013-2014 payable in December.
2013. A lump sum payment of $250 will be paid to employees who will have 10 or more years’ service with the Agency during the contract year 2013-2014 payable in December 2013.

f. A lump sum payment of $125.00 will be paid to employees who will have more than 5 years’ service with the Agency, but less than 10 years’ service with the Agency during the contract year 2014-2015 payable in December 2014. A lump sum payment of $250.00 will be paid to employees with 10 years’ service, but less than 15 years’ service during the contract year 2014-2015 payable in December 2014. A lump sum payment of $375.00 will be paid to employees who have 15 or more years’ service with the Agency but less than 20 years’ service with the agency during the contract year of 2014-2015 payable in December 2014. A lump sum payment of $500 will be paid to employees who have 20 or more years’ service with the Agency during the contract year of 2014-2015 payable in December 2014.

Section 2.

Substitute Pay

When Teachers are absent the Agency will use floater teacher aides or other qualified staff as substitute teachers if available.
When an employee performs duties as a substitute teacher for more than three (3) consecutive days, s/he shall receive the teacher pay rate for each day that they perform substitute duties.

Substitutes shall be paid overtime in accordance with current Article 14 if required.

**Section 3.**

**Working Out of Class**

Employees assigned to work in a higher classification for more than three (3) consecutive days will be paid at the first step for the higher classification that is higher than their current pay for all days they are assigned to the higher classification.
ARTICLE 16

VACATIONS-PTO (TRADITIONAL)

Section 1.

Paid vacations shall be accrued annually according to the following schedule and selected on the basis of seniority:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Amount of Vacation Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 3 years</td>
<td>Hours Worked X 0.0385</td>
</tr>
<tr>
<td>3 to 5 years</td>
<td>Hours Worked X 0.0462</td>
</tr>
<tr>
<td>5 to 7 years</td>
<td>Hours worked X 0.0577</td>
</tr>
<tr>
<td>7 to 10 years</td>
<td>Hours worked X 0.0692</td>
</tr>
<tr>
<td>10 years and Up</td>
<td>Hours worked X 0.0769</td>
</tr>
</tbody>
</table>

Employees in the traditional program shall not accrue paid vacation, nor shall any temporary employee accrue paid vacations.

Section 2.

Vacation pay will accrue on all hours worked up to, but no greater than, the number of hours in a pay period. The provisions of the Personnel Policies and the P&P Manual shall govern the total accrual of vacation pay.
Section 3.

Employees in the traditional program shall accrue Paid Time Off (PTO) at the rate of 0.0385 for each hour worked. PTO may be used for sick leave, vacation, and personal leave. Employees must follow the Agency policy for calling in sick. When requesting PTO for vacation, employees must request such leave two (2) weeks before the first date of the leave. Personal leave may be used for those situations which cannot be avoided and were unforeseen. Employees must notify their supervisor as soon as is practicable after becoming aware of such a situation.

PTO shall accumulate from year to year up to a maximum of one hundred and sixty (160) hours. PTO is not a vested benefit and will not be paid upon separation from the Agency.

Employees in the traditional program will not be required to use PTO for Bereavement Leave or Jury DUTY. These employees will be subject to the provisions in Article 18, Sections 4, 5, and 6.
ARTICLE 17

HOLIDAYS

The following shall be paid holidays, and eligible Head Start employees shall be paid at their regular rate computed on eight hours of work:

New Year’s Day

Martin Luther King, Jr. Day

President’s Day

Cesar Chavez Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran’s Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve
Christmas Day

New Year's Eve

Two (2) Floating Holidays

Pursuant to California Labor Code 227.3, the Floating Holidays shall not accrue from year to year and shall be forfeited if not used in the year in which they were earned.

Employees must request to use floating holidays at least ten (10) working days in advance. The supervisor will grant or deny the request no later than two (2) working days after receiving the request.

Employees will be paid for the floating holidays for the current year (if not previously used) upon separation from the Agency. No unused floating holidays from prior years will be paid.
ARTICLE 18

SICK LEAVE - BEREAVEMENT PAY - JURY DUTY

Section 1.

Sick leave accrual for employees in the full year program shall be on a payroll year basis at the rate of 0.0385 times the number of hours worked, calculated in a manner consistent with the current Agency payroll system. Employees in the traditional program may use Paid Time Off as described in Article 16, Section 3 for the purpose of sick leave. Temporary employees shall not accrue sick leave.

Section 2.

Unused sick leave benefits accumulate from year to year up to a maximum of 160 hours. Sick leave is not a vested benefit. No unused sick leave shall be paid upon termination or quitting.

Section 3.

An employee who calls in sick shall be required to use accrued sick leave for that period of illness, and shall follow the Agency Personnel Policies and the P&P Manual.

Section 4.

Attendance Bonus
Employees who have perfect attendance for each quarter of the calendar shall receive a $65.00 cash incentive award at the end of each quarter. The quarters will begin January 1, April 1, July 1, and October 1 of each year. One or more full days of absence shall be considered a break in perfect attendance for the quarter, excluding approved vacation, funeral leave, holidays, and pre-approved paid time off (PTO) for vacation or personal reasons. PTO taken for sick leave purposes shall be considered a disqualifier for receiving a perfect attendance bonus. Traditional employees who are laid off during the summer months who have perfect attendance in April, May, and the time they work in June before the summer lay off will qualify for the $65.00 attendance bonus for the April quarter.

Section 5.

In the event of a death of any member of his or her immediate family, as hereinafter defined, any employee shall be granted a leave of absence, with pay, for a maximum of three (3) days in the Slate of California and four (4) days if the death requires travel outside the State of California.

Section 6.

For the purpose of this Agreement, the immediate family shall consist of any of the following persons: husband, wife, domestic partner, father, mother, brother, sister, daughter, son, step father, step mother, step brother, step sister, step children, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents or grandchildren. The term "domestic partner" means an unrelated,
unmarried adult of the same or opposite sex who has cohabited with an employee for at least six months in an emotionally committed and affectional relationship that is meant to be of lasting duration.

**Section 7.**

The Agency agrees that regular employees who are required by law to report for jury duty shall be excused for their entire tours during the period of jury service and shall be paid wages at their regular rate of pay for the time absent, not to exceed ten (10) days.

An employee will provide proof of attendance at jury service, will advise the Human Resource Department and his/her supervisor promptly on receipt of any notice to report for jury duty, and will advise his or her supervisor or the Human Resource Department while on jury duty as to the status and probable duration of jury duty. Employees will not be paid overtime or additional pay for advising the supervisor or Human Resource Office of such information while on jury duty.
ARTICLE 19

LEAVES OF ABSENCE

Section 1.

Bargaining unit members shall be entitled to the benefits of the existing Agency personal leave and family/medical leave policies, for the duration of this Agreement.

Section 2.

Employees selected by the Union as full-time Union Representatives shall be granted a leave of absence without salary or benefits, upon written application to the appropriate Agency representative. Such employees shall, upon return from the leave of absence, be guaranteed reinstatement to their prior position or a substantially identical position. The Agency may, in its discretion, refuse the request for a leave of absence if the employee (i) occupies a sensitive position; or (ii) occupies a position that would be difficult to replace in a reasonable period of time; (iii) an unreasonable number of employees would be on leave as Union Representatives; or (iv) works at a site where the number of employees makes such a leave undesirable or difficult. Upon reinstatement from such a leave of absence, the employee will be credited with seniority which shall accrue during such leave of absence.
ARTICLE 20

HEALTH & WELFARE BENEFITS

Section 1.

The Agency will provide health insurance coverage for all employees except temporary employees.

For the term of this Agreement, the Agency shall pay 90% of the cost of individual employee coverage for the Cigna EPO plan and basic DMO dental plan for all eligible employees. ECS may add additional medical and dental plans, expanding the employee's choice of options. If the cost is less than the basic EPO/DMO, ECS may elect to pay a higher percentage of the employee's share of the benefit costs. If the rate of the medical plan selected by the employee is greater than the basic EPO, ECS may charge the additional cost to the employee by payroll deduction. If the rate of the medical plan selected by the employee is lower than the basic EPO/DMO rate, the difference between the two rates may be used by the employee to obtain dependent medical coverage, within the same medical plan subject to the terms of the plan.

Bargaining unit employees wishing to enroll or change coverage shall do so in accordance with the open enrollment procedures of the applicable health plan.

The Agency shall have the right, during the term of this Agreement, to make unilateral changes in coverage levels and claims administration, if such changes are applicable to
all Agency personnel generally, with a view to reducing the overall cost of health insurance coverage for the Agency's employees.

The Union and Agency will encourage all eligible employees to use the Agency's existing flexible benefits Plan to enable participating employees to pay health insurance co-pays and uninsured health costs, to the greatest extent possible, on a pre-tax basis.

Section 2.

In the event the Agency becomes aware that current health benefits under the Medical Trust may be amended during the contract term, it will notify SEIU Local 221. In that event a, a sub-committee of two representatives each from the Agency and union shall be formed to study the plans being made available, the pros and cons of each, and the best way to effectively communicate this information to employees so they can make informed choices. The Agency will listen to committee suggestions and recommendations before making its final decision. Nothing contained in this Section shall alter or amend in any way the provisions in Article 20, Section 1.
ARTICLE 21

TRAINING

Section 1.

If the Agency requires any employee to participate in job training, the cost of such job training shall be borne by the Agency and the time spent by the employee selected for such training shall be considered working time. Further, the Agency will notify the affected employees no later than fourteen (14) calendar days prior to the training of the dates and times they are expected to train unless the training is mandated by an external Agency or by business necessity. Employees should inform the Site Supervisor of any schedule conflicts in an effort to adjust workloads or other conflicts. Employees shall be eligible to receive overtime in order to complete assigned duties subject to approval by the immediate supervisor.

This Article shall not apply to general education requirements leading to Associate, Bachelor, Masters or Doctoral degrees.

Section 2.

The employer and the union agree to conduct joint training on the union contract contents on mutually agreed upon dates.
ARTICLE 22

HEALTH & SAFETY

The Agency and the Union agree that reasonable protective devices and methods to safeguard the health of employees and protect employees from injury shall be used. An employee who refuses to use reasonable protective devices or methods or to obey safety rules may be disciplined pursuant to the discipline and grievance provisions of this Agreement.

The parties agree that a joint safety committee, comprised of an equal number of union, and management employees, may meet to discuss and recommend safety programs and procedures. The Agency shall appoint the management representative(s) and the Union shall appoint the union representative(s). The Chair of the committee shall be appointed by the Agency.
ARTICLE 23

SEPARABILITY

Should any part hereof or any provision(s) herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. If any provision(s) are declared to be in conflict with the law, the parties agree to meet within a reasonable period of time to negotiate a substitute provision(s).
ARTICLE 24

DRESS CODE

Section 1.

Employees shall adhere to the Head Start dress code, including the use of cobbler aprons as currently required.

Section 2.

The Agency and the Union may during the course of this agreement explore the issue of assigning employees uniforms to wear while at work at childcare sites.
ARTICLE 25

LABOR-MANAGEMENT COOPERATION

The Agency and the Union have entered into this Agreement, and the changes embodied herein, for the purpose of establishing a more cooperative and more flexible relationship among the Agency, the Union and the employees. To further these objectives, the parties agree to consider methods of encouraging such a relationship during the life of this Agreement, including, among other things, regular meetings between Union Stewards, Union Representatives, other bargaining unit employees where appropriate, and appropriate management personnel with authority, for the purpose of discussing problems, employee suggestions, methods of improving morale or productivity, and other subjects. Such meetings will consist of a maximum of six (6) representatives from the Union and six (6) representatives from Management. Nothing shall prevent either Party from bringing to a meeting additional experts in order to address a specific issue.
ARTICLE 26

NEGOTIATIONS & MERGER

Section 1.

The Agency and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter involving wages, terms or working conditions or otherwise properly a subject of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of their respective rights and opportunities are fully set forth in this Agreement.

Section 2.

This Agreement fully and completely sets forth all existing understandings and obligations between the parties. It constitutes the entire agreement between the parties and sets forth all of the Agency responsibilities, duties and obligations to the Union and Employees covered by this Agreement for the duration of this Agreement. There are no understandings or Agreements by the parties which are not expressly set forth herein. Neither the submission nor withdrawal of any proposal by either party during the course of the negotiation which resulted in this Agreement shall be used or admissible in any future proceedings as evidence of the intent of either party regarding any provision of this Agreement.
Section 3.

The Agency and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right to bargain, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject, matter or practice involving the terms and conditions of employment of the bargaining unit other than as specifically required by an express provision of this Agreement.
ARTICLE 27

STAFF CHILD PLACEMENT

The Head Start bargaining unit staff will go through the same application process subject to applicable governing conflict of interest and eligibility policies and procedures as members of the public and placement of their children can be center based.
ARTICLE 28

PERFORMANCE REVIEW AND PERSONNEL FILE

Section 1.

Performance Review

a. Purpose

The Agency has an established process for reviewing the performance of all Agency Employees. In addition, The Agency will conduct performance reviews in accordance to the federal regulations governing the Head Start program. Generally, the purposes of a performance review will be to:

1. Provide employees with a greater understanding of her/his job and the expected standards of performance.
2. Encourage professional growth and development.
3. Alert employees to areas of concern or to performance problems.

b. Frequency

Performance reviews for bargaining unit employees shall be completed at least annually and in accordance with Agency policy. The evaluator shall meet with the employee to discuss the contents of the performance review.

c. Rebuttal
When an employee disagrees in part, or totally, with a performance review, s/he shall have the right to submit a written rebuttal to the review which shall be attached (or included in the designated section) to the performance review and included in the employee’s personnel file.

Any unresolved dispute or disagreement arising from a performance review with an “Overall Performance Rating” of “1-Below Expectations”, that results in discipline, may be resolved in accordance with Article 9Grievance – of the current Collective Bargaining Agreement.

Section 2.

Personnel Files

An employee shall have the right to inspect and obtain copies of any signed material in her/his personnel file. Personnel files shall be kept confidential and shall be made available only to the employee, those authorized in writing by the employee, the evaluator, management, or as required by law. The Agency will make the personnel files available upon request and by appointment during regular work hours.

Derogatory materials placed in a personnel file may not be used in a disciplinary proceeding if they are more than three (3) years old at the time the notice of proposed disciplinary action was presented to the employee unless required by law or licensure, or they are relevant to the current incident, or there is good cause for including them. The three-year time period begins from the time the notice of proposed disciplinary action was presented to the employee.
ARTICLE 29

EFFECTIVE DATE & DURATION OF AGREEMENT

This Agreement is for the term of July 1, 2012 to June 30, 2015. The effective date of this contract is July 1, 2012. The Parties agree that no provision of this agreement negotiated during the 2012 shall be retroactive except for Section 1.a. of Article 15.

Should the Head Start program or the MOU be defunded for the program year commencing July 1, 2012, or for any subsequent year, this Agreement shall automatically terminate as to Episcopal Community Services.

This Agreement shall be effective only upon the approval of the Agency’s budget by its Grantor, Neighborhood House Association, which has the right pursuant to the MOU to approve this Agreement.

This agreement shall be binding upon the successors and assignees of the parties hereto. In the event of a bona fide sale, transfer or assignment, by whatever means or methods, of the Employer’s Head Start operations, or any part thereof, covered by this Agreement during the term hereof, the Employer shall give advance notice to the new owner, transferee or assignee of the obligations of this Agreement, and shall, as a condition of such sale, transfer, or assignment, require the new owner, transferee or assignee to hire the Employer’s employees, and to become a Party hereto. It is understood that the Parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall be responsible for any and all monetary
benefits that employees have accumulated under this Agreement to the date of sale, transfer or assignment. Seniority of employees shall not be broken by such sale, transfer or assignment.

The Employer agrees to give the Union no less than thirty (30) days written notice in the event that it intends to sell, transfer, or assign the operations, or part thereof, covered by the Agreement, and agrees to provide the Union with written documentation establishing the Employer’s compliance with this Article no less than ten (10) days prior to such sale, transfer, or assignment.

For purposes of this article, sale, transfer or assignment shall include the involuntary transfer of the Head Start subgrant for any of the operative fiscal years under this agreement, from Episcopal Community Services to Neighborhood House Association.
This agreement is entered into as of this [Date] day of [Month], 2012.

For SEIU 221

Eric Banks Consedine, President

Alexis O’Connor, Chief Negotiator

Cynthia Quindara, Union Steward

Andrea Maestas, Union Steward

Isabel Zarate, Union Steward

Angela Garcia, Union Steward

For Episcopal Community Services

Christopher J. Marics, Chief Administrative Officer

Elizabeth Boyer, Director, Head Start

Linda Borja, Assistant Director, Head Start