

Articles of Agreement

Between

**Service Employees International Union
Local 221**

and

**Episcopal Community Services
A Non-Profit Corporation**

July 1, 2017 – June 30, 2020

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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 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. Union Recognition

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, and Agency employees at Nutrition Services 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, Food Services, and Operations).

Section 2. Creation of New Classifications

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. Temporary Employees

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. Notification of New Hires

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. Application of the Agreement

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. New Employee Orientation

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. The Agency shall provide the Union with a reasonable amount of advanced notice of new employee orientation meetings. 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. If a Union Staff Representative is not available to attend the Agency's

scheduled new hire orientation meeting, said representative may contact a Human Resources Department Representative of the Agency to arrange a meeting with new hires not contacted during the orientation meeting and will be accommodated.

ARTICLE 3

FEDERAL PROGRAM SUPREMACY, PAST PRACTICE

& NON-DISCRIMINATION

Section 1. Non-Discrimination

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. Non-Discrimination for Union Activity

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 3. 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. Management Rights

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. Maintenance of Membership

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. Employee Rights and Obligations

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. Payroll Deductions

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. Bargaining Unit List

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. Notification of Employee Rights and Obligations

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. Indemnification

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. The Union shall be entitled to have one Steward at each work facility at a time for union meetings, but only one (1) Steward shall be released from collaborative sites for union meetings.

Section 2. 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 3. Administration

Stewards will be paid for administering the agreement within their own District pursuant to their normal work hours and rate of pay.

A steward shall be permitted reasonable time off during normal working hours, without loss of time, to investigate, prepare, adjust or present grievances, but may encourage the employee to discuss any issue informally with his/her supervisor prior to filing a formal grievance. In order to receive release time to perform duties as a Steward, 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 reason(s) for the 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.

Section 4. 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 the grievance.

Section 5. Bulletin Boards

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

Section 6. 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. Dues Deduction

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. Dues Authorization

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. Dues Remittance

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. Indemnification

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. Definitions

- a. Agency Wide Seniority shall be defined as time accrued while working for the Agency from the employee's most recent date of hire.
- b. Classification Seniority shall be defined as Agency wide seniority time accrued by employees while working in their current classification.
- c. Notwithstanding the definitions above, full time and regular 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.
- d. Full year employees are those who work at the Agency throughout the calendar year.
- e. 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).
- f. Modified traditional employees are those who work with the Collaborative Centers or who work a schedule that aligns with a local school district.
- g. Employees in the full year, traditional, and modified traditional programs will be governed by the same definitions of seniority.

Section 2. 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 and shift scheduling. Employee requests for shift changes will be given due consideration, but decisions will be made based on operational needs.
- c. Should a layoff at multiple program sites not affect all programs (i.e. Traditional Head Start, 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, regulatory, or contractual obligations, to operate the remaining programs at each site.

Section 3. Layoffs

- a. In the event of a layoff, the Agency will provide reasonable advance notice to the Union unless circumstances exist where such notice is not possible. If the Union requests, the Agency will meet with the Union to discuss the pending layoff. Affected employees (those being laid off) will be given as much reasonable advance notice as possible and may consult with the Union on their layoff rights under the Collective Bargaining Agreement.
- b. Layoffs shall be conducted as follows:
 1. Temporary employees working in the affected classifications but not covered by this Agreement.
 2. Regular full-time and part-time employees in the affected classifications.

- c. Layoffs shall follow the principles of Agency Wide Seniority within the classifications.
- d. Should employees be laid off in any classification, they may use their agency seniority to bump other employees with less classification seniority in the same classification. If no less senior employees exist in the same classification, they may bump into lower classifications for which they are qualified based on their Agency Wide Seniority.
- e. An employee's bumping rights are spelled out in Section 2(d) of this Article. Bumping using classification seniority may be used at other worksite locations, but only for the same classification the employee held at the time of bumping. Employees may bump into lower classifications at other worksites using their Agency Wide seniority provided they are qualified to fulfill the requirements of those positions.
- f. Any employee displaced by the bumping rights of a more senior employee shall be entitled to exercise his or her bumping rights as noted in Section 3(e) of this Article.
- g. Employees who are laid off shall retain their original hire date for the Agency if reinstated. Original hire date shall refer to the most recent hire date not affected by a break in service. A break in service shall occur if an employee returns after 6 months from leaving the Agency. They shall also begin to accumulate classification seniority in addition to the classification seniority they had before the layoff when reinstated to their former classification.
- h. Teachers and Early Head Start Teachers shall not be permitted to bump each other.

- i. An employee choosing to accept layoff instead of exercising bumping rights shall not relinquish his or her right to reinstatement.
- j. Any employee seeking to bump another employee in a lower classification will be required to show they are qualified for the work and have the necessary education and permits for the work sought, but shall not be required to interview for the position.
- k. Employees with 15 or more years' service with the Agency shall continue to receive the pay rate they were earning if their classification is eliminated and they are forced to bump into a lower classification.

Section 4. Reinstatement List

- a. Employees who are laid off and have less than 7 years Agency Wide seniority shall have reinstatement rights for one year. Employees with seven or more years Agency Wide seniority shall have reinstatement rights from layoff for up to two years.
- b. An employee who bumps into a lower classification shall maintain reinstatement rights to the position she/he held at the time of layoff.
- c. Should an opening occur in a classification that an employee on the reinstatement list held at the time of layoff, he shall be reinstated to that classification provided he has more Agency Wide seniority than others on the reinstatement list that also held that classification.
- d. Employees on the reinstatement list who may be employed by the Agency as a substitute or temporary employee to cover leaves of absence in any classification the employee is qualified to perform shall not in any way affect

her/his status on the replacement list.

- e. Whenever an opening in a classification occurs that an employee on the reinstatement list has held and has the necessary qualifications and Agency Wide seniority to be recalled to work to that classification she/he shall be notified by phone, email, and certified mail to return to work. The employee shall have twenty-one (21) calendar days to return to work from the date she/he received notification. Failure to meet this twenty-one (21) calendar day deadline shall result in the employee being voluntarily terminated.

Section 5. Annual Transfer Process

- a. Employees in the same classification, may fill out a transfer form requesting a change in work location or to remain at the current work location. An employee may indicate up to three preferred centers. Only employees who have requested a change in work location shall participate in the transfer process.
- b. Assignments in the same classification shall be made in order of highest Agency seniority to lowest Agency seniority. Once an employee receives an assignment, he or she shall retain that position assignment for the entire school year.
- c. Positions that become vacant during the school year due to movement of employees during the Annual Transfer Process, or due to other reasons not noticed during the transfer process, shall remain open for the Annual Transfer Process for the following school year. A new employee who fills a vacancy shall not have rights to continue working at that location and must complete a transfer form as noted in Section 5(a) of this Article. If a Head Start worksite is closed or eliminated, all employees located at the worksite shall participate in the transfer

process for the next Program Year. If classroom closures occur that are not center-wide, the least senior employees in relation to the number of classroom closures that occur in that center shall take place in the transfer process for the next Program Year.

- d. The Agency, through its designated supervisory and management personnel, will verify the qualifications of employees who have applied to be transferred. Transfers shall also be subject to meeting Federal Head Start standards and State Licensing requirements.
- e. The Agency shall provide the Union the list of openings each year before distribution to employees. The Agency and Union shall meet during the transfer process.

Section 6. Determining Employee Qualifications

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 fourteen (14) working days to produce her/his college transcription as evidence of her/his qualification. If the employee no longer meets the qualifications of her/his classification, she/he may choose a voluntary demotion to fill an open vacancy she/he is qualified for. Said employee may be returned to her/his former classification if a vacancy exists and the employee demonstrates she/he has obtained the needed qualifications for that job. However, in either case, the employee shall not be interviewed.

Section 7. Promotions

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

Section 8. Summer Furlough

The Agency's "traditional" program typically furloughs employees between late May and early June of each year and affected employees are recalled or rehired typically between mid-August and mid-September. The exact date(s) may change from year to year, but summer furlough shall occur a minimum of two (2) work days after the last day of student attendance. The Agency shall make its best effort to notify employees of the summer furlough dates by April 1 of each year. The annual furlough and rehire of employees in the traditional program 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 receipt of notice and return in seven (7) days from the date such notification was received.

Section 9. Break in Seniority

A break in seniority shall occur only in cases of a voluntary resignation 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, and failure to return to work after a recall from layoff, or failure to return to work from the annual furlough period.

Section 10. Probationary Period

Newly hired Head Start employees shall be considered probationary until they have completed ninety (90) calendar days of service. During this ninety (90) day period, the Agency may terminate probationary employees 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 said 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 rate of pay for the classification they are filling.

Section 11. Temporary Employees

The Agency may hire temporary employees to fill vacancies during the year or for positions expected to last six months or less. The temporary employee's length of service shall depend upon the period or activity for which she/he was hired.

Section 12. Voluntary Demotion

An employee may choose to voluntarily demote to a vacant position if the employee meets the position's qualifications. The voluntary demotion must occur during the annual transfer process after selections have been made.

ARTICLE 9

GRIEVANCE-ARBITRATION

Section 1. Purpose

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. Grievance Process

Step 1. The employee, Site Supervisor, Human Resources Representative, Union Steward, or Staff Union Representative, if the employee requests, shall confer informally within fourteen (14) working days of the incident that gave rise to the dispute in an effort to resolve 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 seven (7) working days from the date the Step 1 meeting occurred. All grievances shall be reduced to writing and 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 be violated.

Grievants who have been disciplined in cases involving demotion, suspension, or termination may bypass Step 1, and shall have the right to appeal their grievance directly to Step 2 if they choose, provided this option is exercised within seven (7) working days from the date the discipline occurred.

Step 2. The employee, Steward, and/ Staff Union Representative shall meet with the Head Start Director and the Director of Human Resources for the purpose of resolving the grievance within fourteen (14) working days from the date of the written grievance appeal from Step 1. If the grievance is denied by the Agency at Step 2, it shall so advise the employee and union in writing within fourteen (14) days of the Step 2 meeting. The employee shall have fourteen (14) working days from the date the grievance was rejected at the Step 2 level to notify the Agency in writing if it intends to appeal the grievance to Arbitration.

Section 3. Arbitration

The parties will attempt to select an impartial arbitrator by mutual agreement within 20 working days from the date the dispute was appealed to Arbitration. If the parties cannot agree, the Union may request a list of five (5) arbitrators submitted by the American Arbitration Association and follow its procedure for making the selection.

Section 4. Duty of Arbitrator

The Arbitrator must follow the express written provisions of the contract and the 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. Effect of Failure of Timely Action

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

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

Section 7. Equal Cost Sharing

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.

Section 8. Mandatory Fee

If a selected Arbitrator has a mandatory fee to protect against last minute cancellations, the following rules shall apply. If the Union drops the grievance after the Arbitrator is selected, it shall be responsible for paying the mandatory fee. If the Agency concedes the grievance to the Union after the Arbitrator is selected, it shall be

responsible for paying the mandatory fee. If the Union and Agency compromise on a settlement after the Arbitrator has been selected, they shall split the mandatory fee.

ARTICLE 10

DISCIPLINE - DISCHARGE

Section 1. Just Cause

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. Progressive Discipline

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. Disciplinary Representation

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 Site Steward to represent him/her. The Agency will make arrangements to free up a Steward for this purpose as soon as possible.

Section 4. Administrative Leave

An employee placed on Administrative Leave will be notified of the reason or reasons for which she/he is being placed on leave.

Section 5. Evidence Regarding Disciplinary Actions

The Agency will provide to the employee a letter in cases of termination or a written notice to the employee for all other disciplinary actions. If the Union challenges a disciplinary action taken by the Agency by filing a grievance, the Agency will discuss and show the evidence it has with the Union at Step 2 of the grievance procedure that led to the discipline taken as it has in the past. However, the Agency will retain this evidence in its possession. The objective will be to fully discuss the merits of the case between the Agency and Union and encourage settlements of grievances based on the facts and circumstances of each case.

Section 6. Return to Center

Should an internal investigation determine that an employee is not guilty of an allegation, the employee shall have the option to return to her/his current site.

ARTICLE 11

PROGRAM REGULATIONS

Section 1. State and Federal Program and Licensing Regulations

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. Role of State and Federal Governments

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. Revocation of Licenses

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. Prohibition of Work Actions

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. Violations of Prohibition

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. Unauthorized Work Stoppage

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. Work Week Period

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. Forty Hour Schedule

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

Section 3. Rest Periods

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. Meal Periods

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.

Section 5. Overtime Pay

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. Mandatory Overtime

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. Accurate Records of Work Hours and Overtime Hours

The employer shall set forth procedures to accurately record hours worked including overtime hours to ensure all Federal and State wage and hour laws are complied with by the employer. Overtime must be authorized in advance by the employee's Supervisor or Manager.

ARTICLE 15

WAGES

Section 1. Wages

Effective June 2017

Employees with 0-2 years of service receive a \$150 one time lump sum payment.

Employees with 3-5 years of service receive a \$300 one time lump sum payment.

Employees with 6-10 years of service receive a \$550 one time lump sum payment.

Employees with 11-15 years of service receive a \$850 one time lump sum payment.

Employees with 16+ years of service receive a \$1150 one time lump sum payment.

Effective July 1, 2017 - June 30, 2018 employees will receive a 1% Federal COLA as a wage increase for hours worked, if granted by the Federal government.

Effective July 1, 2018 – June 30, 2019 employees shall receive a wage increase of \$0.35 per hour and Federal COLA, if granted by the Federal government.

Effective July 1, 2019 – June 30, 2020 employees shall receive a wage increase of \$0.25 per hour and Federal COLA, if granted by the Federal government.

Term of Agreement July 1, 2017 – June 30, 2020.

Section 2. Substitute Pay

When Teachers are absent the Agency will use Associate Teachers, Associate Teacher Floaters, 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, the employee 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. Full Year Employees' Vacation

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

<u>Length of Service</u>	<u>Amount of Vacation Accrual</u>
<u>Up to 3 years</u>	<u>Hours Worked X 0.0385</u>
<u>3 to 5 years</u>	<u>Hours Worked X 0.0462</u>
<u>5 to 7 years</u>	<u>Hours Worked X 0.0577</u>
<u>7 to 10 years</u>	<u>Hours Worked X 0.0692</u>
<u>10 years and up</u>	<u>Hours Worked X 0.0769</u>

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

Section 2. Calculation of Vacation Pay

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. Traditional Employees' PTO

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. However, to be eligible for holiday pay, an employee must work their regularly scheduled shift prior to and their regularly scheduled shift following the holiday unless the absence is approved in advance by their supervisor or they provide a note from a physician concerning a medical reason for the absence.

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 calendar 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.

If the Cesar Chavez holiday falls during a scheduled Spring Break for Traditional or Modified employees, Traditional or Modified employees shall receive the holiday on the Friday before the beginning of Spring Break.

ARTICLE 18

SICK LEAVE - BEREAVEMENT PAY - JURY DUTY

Section 1. Sick Leave Accrual

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 and modified traditional programs program may use Paid Time Off as described in Article 16, Section 3 for the purpose of sick leave. Temporary employees, if eligible, shall accrue and receive sick pay based on California Law.

Section 2. Sick Leave Maximum

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. Use of Accrued Sick Leave

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. Bereavement Leave

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 state of California and four (4) days if the death requires travel outside the state of California.

Section 6. Definition of Immediate Family

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, biological aunts and uncles, 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. Jury Duty

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 Human Resources and the supervisor promptly on receipt of any notice to report for jury duty, and will advise the supervisor or Human Resources 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 Resources of such information while on jury duty.

ARTICLE 19

LEAVES OF ABSENCE

Section 1. Personal Leave and Family/Medical Leave Policies

Bargaining unit members shall be entitled to the benefits of the existing Agency personal leave and family/medical leave policies, as well as any applicable federal, state, or local statutes, regulations, and/or rules for the duration of this Agreement.

Section 2. Union Leave

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. Health Benefits

The Agency will provide health insurance coverage for all employees covered by this Agreement except temporary employees.

For the period July 1, 2017 through June 30, 2019, the Agency shall fund ninety percent (90%) of the cost of individual employee's coverage based on the cost of the Sharp Low Option Medical HMO plan, and basic DMO dental plan rates effective January 1, 2017 to December 31, 2019. The Agency may add additional medical and dental plans for all eligible employees, expanding the employee's choice of options. If the cost is less than the Sharp Health Plan HMO/DMO, the Agency 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 Sharp Health Plan Medical HMO, the Agency 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 Sharp Health Plan Medical HMO/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 and qualifying life events.

Section 2. Plan Change Procedures

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 reduce the overall cost of health insurance coverage for all Agency employees. If the Agency becomes aware that amendments of one or more of the health care options noted above may be necessary, it shall notify the Union fourteen (14) calendar days in advance of implementation and a sub-committee of two representatives from the Agency and two representatives of the Union shall be formed to study the plans being made available. The Agency shall listen to the Committee's suggestions and recommendations before making a final decision. Nothing contained in this Section shall alter or amend in any way the Agency contribution levels toward health insurance premiums provided by the Agency in this Article.

Section 3. 401k Plan

With respect to retirement benefits, the Agency shall maintain its 401k Plan as in effect on July 1, 2016.

ARTICLE 21

TRAINING

Section 1. Job Training Costs

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. Joint Labor-Management Contract Training

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. Use of Cobbler Aprons

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

Section 2. Uniforms

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

COMPLETE AGREEMENT

Section 1. Negotiations

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. Complete Agreement

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. Waiver of Right to Bargain

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 9, Grievance–Arbitration, 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. The three-year time period begins from the time the notice of proposed disciplinary action was presented to the employee.

ARTICLE 29

SUCCESSORS & ASSIGNS PROVISION

This Agreement shall be binding upon the successors and assigns 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 the Agreement from Episcopal Community Services (the Agency) to Neighborhood House Association.

ARTICLE 30

EFFECTIVE DATE & DURATION OF AGREEMENT

This Agreement shall be effective upon July 1, 2017 and shall remain in full force and effect through June 30, 2020. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing not later than March 1st prior to the date of the contract's termination that it wishes to alter, amend, modify, or terminate the Agreement.

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.

SIGNATURE PAGE

This agreement is entered into as of this _____ day of _____, 2017.
(Date) (Month)

For SEIU 221

For Episcopal Community Services

David Garcias, President

Lesslie Keller, Executive Director/CEO

Karen Paredes-Tupper, Senior Worksite Organizer

Robert Jones, Director of Human Resources

Lourdes Cisneros, Union Steward

Elizabeth Boyer, Director Head Start/Early Head Start

Andrea Maestas, Union Steward

Linda Borja, Assistant Director, Head Start/Early Head Start

Sofia Medina, Union Steward

Hazy Pipo, Assistant Director, Human Resources

Ariadna Osuna, Union Steward

Cynthia Quindara, Union Steward

Isabel Zarate, Union Steward

