AGREEMENT

Between

CHILD START, INC

And

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021, CTW, CLC

May 1, 2023 through June 30, 2026

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And

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

ARTICLE 1. PREAMBLE

This agreement is entered into by Child Start, Inc. herein referred to as "Employer ", "CSI" or Agency", and Service Employees International Union (SEIU), Local 1021, herein referred to as "Union".

The parties to this Agreement acknowledge that this Agreement constitutes the result of meeting and negotiating in good faith and further acknowledge that all matters upon which the parties reached agreement are set forth herein.

ARTICLE 2. RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the following bargaining units.

Teachers (Lead, Associate and Classroom Assistant), Parent Aide, Food Service Workers, Substitute Teachers, Home Visitors, Family Advocates, Primary Caregiver, Primary Caregiver Assistant, Lead Infant Toddler Caregivers and Infant Toddler Caregivers excluding all other employees, business office clericals, administrative office employees, casual employees, managers, guards and supervisors as defined in the National Labor Relations Act.

New positions will be placed in the bargaining unit as appropriate, and the Union notified. If no agreement can be reached regarding the appropriate placement of new positions, the matter will be submitted to the National Labor Relations Board (NLRB) for unit clarification.

2.2 The term "employee" as used in this Agreement refers to members of the bargaining unit.

ARTICLE 3. NO DISCRIMINATION/HARASSMENT

The Employer and the Union agree that all persons are entitled to equal employment opportunity without regard to: race, color, creed, sex, religion, national origin or ancestry, age, sexual orientation, physical or mental disability or medical condition (to the extent prohibited by law), political affiliation, protected Union activity, or any other consideration made unlawful by federal, state or local law. The Employer and the Union are also committed to providing a work environment free from sexual harassment or harassment based on any of the above categories.

ARTICLE 4. UNION SECURITY

4.1 Notice to the Union

The Employer shall provide the Union with the names and job titles of employees hired or terminated within thirty (30) business days of their hiring or termination. This report shall be sent to both the SEIU Local 1021 Membership Department and the assigned Field Representative. The Employer shall allow the Union to supply a new member packet to be distributed to newly hired employees in classifications represented by the Union. CSI will provide the Union with copies of signed dues authorization cards. Each October, upon request by the Union, CSI will supply an updated list with member and service fee payers' names and home addresses. Name and home address information will also be supplied to the Union for service fee payers who fail to turn in an authorization card. When orientation is taking place at the Child Start Inc., Administrative Office, Child Start Inc., shall allow the Union's assigned Field Representative up to one (1) hour to present information about the Union, which must be prescheduled on the agenda with the Recruitment Coordinator.

If the Union's assigned Field Representative is unavailable to attend orientation at the Child Start Inc. Administrative Office, the Union's assigned Field Representative may meet with a new employee to present information about the Union pursuant to the following conditions:

1. The meeting shall take place within forty-five (45) calendar days of the employee's first day of employment; and
2. The meetings shall occur during non-child time, when possible, and at a time when it will not negatively impact child supervision ratios; and
3. The meeting date and time must be mutually agreed upon and prescheduled with the Center Director.

4.2 Dues Deduction

For employees hired prior to March 1, 2003, and upon receipt of a written check off authorization form from an employee covered by this Agreement, the Employer will deduct from the pay of such employee a sum equal to Union membership dues. Dues for that period shall be forwarded to the Union monthly.

4.3Modified Agency Shop

All SEIU-represented employees hired after March 1, 2003, must either join the Union or pay dues and initiation fees, pay a service fee to the Union or execute a written declaration claiming a religious exemption from the requirement. Any SEIU-represented employee hired by CSI after March 1, 2003, shall be provided through Human Resources, a notice advising that the Employer has entered into an Agency Shop agreement with the Union.

Such notice shall include a form for the employee's signature authorizing payroll deduction of the Union dues or a service fee, or to request an exemption and to authorize the appropriate charitable contribution in lieu of Union membership or service fee payment. Employees shall have thirty (30) calendar days following initial date of employment to fully execute the authorization form and return said form to Human Resources. If the employee fails to return the authorization form, CSI will initiate payroll deduction for service fees effective the next full pay

period.

4.3.1 Religious Exemption

Any SEIU-represented employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting an employee organization shall be permitted upon presentation of verification of active membership in such religion body or sect to make a charitable contribution equal to the service fee in-lieu of Union Membership or service fee payment.

Declaration of, or applications for, religious exemption and any supporting documentation shall be forwarded to the Union within ten (10) working days of receipt by CSI. The Union shall have thirty (30) calendar days after receipt of a request for religious exemption to challenge any exemption granted by the Human Resources Manager. If challenged, the deduction to the charity of the employee's choice shall be held/stopped pending resolution of the challenge.

4.3.2 Withdrawal

Employees covered by the Modified Agency Shop provision shall be entitled to revoke authorization for Union dues and/or agency fee payments during the month of July of each year while the MOU is in effect, forward a written request to the Human Resources Manager setting forth the desire to revoke said authorization. The Human Resources Manager shall promptly forward a copy of said letter to the Union. To be considered, any letter shall be received within the month of July, of each year while the MOU is in effect.

4.4 COPE Deduction

CSI will allow voluntary contributions to COPE SEIU Local 1021 through payroll deduction upon receipt of authorization.

4.5 Payroll Deductions and Pay-over

The effective date of dues, service fee deductions or charitable contributions shall be the next full pay period after receipt by Human Resources of the authorization form.

Charitable deduction shall only be by regular payroll deduction. For purposes of this Article, charitable deduction means a contribution to one of the following organizations: Solano Food Bank or Napa Food Bank. These organizations shall be exempt from taxation under 501(c) (3) of the Internal Revenue Code.

The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized. All legal and required deductions have priority over Union dues and service fees.

When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

CSI shall promptly pay to the designated payee all sums so deducted.

4.6 Financial Reports

The Union shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959 to Human Resources. Copies of such reports shall be available to employees at the offices of the Union.

Failure to file such a report within sixty (60) days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until such report is filed.

4.7 Hold Harmless

The Union shall indemnify and hold harmless Child Start, Inc., its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the Employer 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 reason(s).

4.8 Beginning and End of Year Staff Meetings

The Union shall be placed near the beginning of the agenda of Beginning and End of Year Staff Meetings and permitted fifteen (15) minutes to speak with members

to the extent that these meetings occur. Child Start shall p r o v i d e the Union reasonable notice of the meeting date(s). During its presentation, the Union will make no disparaging comments about the employer, or any comments about any issues about which Child Start and the Union are currently meeting and conferring. Should there be any change in Representative of SEIU Local 1021, the continuance of this provision is subject to mutual agreement.

ARTICLE 5. UNION STEWARDS AND REPRESENTATION

5.1 Notice to Employer

The Union shall notify the Employer in writing of those employees designated as Union Stewards and any subsequent changes. The Union shall be entitled to select a steward and an alternate steward for each center employing more than five (5) employees. One of the stewards may be designated by the Union as Chief Steward, along with one alternate who may serve as the Chief Steward when the Chief Steward is absent or unavailable due to Employer's operational needs.

5.2 Steward's Release Time

Stewards shall perform Union business on their own time except for the following or as provided elsewhere in this Agreement:

Act as a representative of a grievant/employee at the specified steps of the grievance procedure and provide representation during investigatory interviews conducted by the Employer, if the grievant/employee so desires. The Chief Steward may, with the approval of the Human Resources Manager, utilize this time for problem solving and grievance

prevention. Representation by a Union steward shall be conducted and paid as work time, not to exceed an aggregate of twelve (12) hours per month. Hours may be carried over to a following month in the same Program year.

5.3 Bulletin Boards

The Employer agrees to provide space on existing bulletin boards in non-public areas of Employer facilities, which the Union may use to post notices of Union business. A copy of all notices posted on the bulletin board shall be provided to the Human Resources Manager prior or simultaneous to posting. The space provided will be maintained by the Union. The Employer retains the right to remove objectionable materials after notice to the Union.

5.4 Union Access

Subsequent to notifying the Human Resources Manager, a Union representative shall have reasonable access to the Employer's premises for the purpose of administering this Agreement. Union stewards and field representatives shall not interfere with normal agency operations. No steward may leave duty or work for purposes of representation as defined in 5.2, without the approval of his/her supervisor or other authorized management. Such release will not be capriciously denied.

5.5 Use of Facilities

The Union will be permitted to use rooms at CSI's main headquarters when not otherwise in use, provided permission is secured from the Executive Director in advance. Such use is limited to business of the local Union. In addition, rooms at other CSI facilities may be available provided advance permission is granted. Permission may be denied based on operational needs, lease provisions and/or shared space arrangements.

5.5.1 Use of Mail System

The Union shall be permitted to use CSI's mail system and have access to employee mailboxes provided that a copy of all notices to be distributed to employees shall be provided to the Human Resources Manager in advance or simultaneous to depositing said notices in CSI's mail system. The Employer retains the right to refuse to distribute objectionable materials after notice to the Union. The Union shall be provided a mailbox at a mutually agreed upon site.

5.6 Joint Labor Management Committee

Child Start Incorporated and the Union agree that it is in the best interest of the children, parents, employees and management to foster a mature and cooperative labor management relationship. To that end, the parties agree to establish a Joint Labor Management Committee (JLMC).

5.6.1 The Union may select a member from each region for a total of four (4) employees who may be released from regular duties to attend such meetings. However, no employee shall be released while children are present. In addition, one representative of the Union may attend.

5.6.2 Management may select an equal number of participants.

5.6.3 Meetings will be scheduled at mutually agreeable times and places and shall be limited to no more than four (4) meetings per year unless there is a mutual agreement for additional meetings.

5.6.4 A Chair and Secretary will be selected at the beginning of the first meeting held each calendar year. Agendas will be established well in advance of the meetings in order for the other party to prepare for the agenda item. The Secretary will keep minutes which will be shared with all JLMC members.

5.6.5 Subject matters appropriate for agenda items shall include but shall not be limited to the following: National Head Start news; funding and program updates; anticipated program changes (like site closures or moves); Personnel Policy and Procedure updates; communication at CSI; and other items as may be of interest to both parties. Items that are not appropriate for agenda items for JLMC include grievances, disciplinary actions or matters subject to collective bargaining (unless the parties specifically and mutually agree to place such items on the agenda).

5.6.6 Posting. Upon signature execution of this ratified agreement, and in lieu of the Employer printing any paper copies for both existing members and new hires, the Employer shall electronically post this MOU on the Employer's Intranet (accessible by employees only). Additionally, the Employer shall include the SEIU, Local 1021 web link, the SEIU Member Resource Center telephone number and the assigned Union Field Representative's name and SEIU email address on the Employer's Intranet site

ARTICLE 6. MANAGEMENT RIGHTS

The Agency retains all rights not expressly abridged by this contract and applicable laws and other regulations.

ARTICLE 7. EXISTING POLICIES and NOTIFICATION TO UNION

The Employer has existing policies, procedures, regulations and practices. These shall remain fully in force unless otherwise and specifically abridged, modified or changed by way of this Agreement.

The Employer agrees to notify the Union in writing of any new policies or changes to existing policies, affecting wages, hours or working conditions not covered by the Agreement before implementation of such policies or changes. Upon request of the Union, CSI agrees to meet and confer regarding changes.

ARTICLE 8. DEFINITIONS

Transfer:	Change from a position in the same classification to another position in the same classification within the same program (i.e., Head Start vs. grant funded).
Promotion:	Advancement on a career path.
Demotion:	Downward movement to a lower paying classification.

Internal Hiring:	Position open only to existing employees.
Open Hiring:	Position open to employee and general public.
Regular Full-time Employee:	Employed thirty-two (32) hours per week and a minimum of nine and one- half (9-1/2) months per year. Full benefits eligibility and covered by Labor Agreement.
Regular Part-Time Employee:	Employed between sixteen (16) and up to forty (40) hours per week at least nine and one-half (9-1/2) months per year. Full medical eligibility and pro-rata leave accrual based on regularly scheduled hours. Covered by Labor Agreement.
Displaced Employee:	Employee who no longer has a permanent assignment because of site or classroom closure or change of program option.
Part-Time Employee: (less than 16 hours week)	Employed less than sixteen (16) hours a week at least nine and one-half (9-1/2) months a year. Not eligible for medical/dental benefits life insurance or retirement benefits. Eligible for pro-rate leave accrual based on regularly scheduled hours. Covered by the Labor Agreement.
Regular Substitute:	May be employed either full-time or part-time. Not assigned to particular classroom or site. Covered by Labor Agreement.
On Call Substitute:	;uarantee of hours or days. Not benefit eligible and not covered by Labor Agreement.
Temporary Employee:	May be employed by CSI or temporary services agency to cover for regular employee on leave. Temporary employee shall not be retained beyond one hundred twenty (120) days. Not covered by Labor Agreement.
Provisional Employee:	Employee does not possess required educational units while in process of obtaining correct units. Hired for specific time period. Eligible for benefits based on regularly scheduled hours covered by Labor Agreement except for appeal of termination
Part Year Employee:	Employed in the Head Start program option serving children a minimum of one hundred twenty-eight (128) days and less than twelve (12) months.
Full Year Employee:	Employed for twelve (12) months in the Head Start program option serving children a minimum of two hundred thirty-two (232) days.

Head Start Funded:	Employee's position is funded through the Head Start approved grant.
Other Grant Funded	Employee's position is funded through other funding sources (not Head Start).
Combo Funded:	Employee's position is funded through more than one funding source such as Childcare voucher program.
Project Work:	Employees hired for time specific project funded through grant pay, leave and benefit levels specified by grant rather than collective bargaining agreement.

ARTICLE 9. HOURS OF WORK

In September 2020, CSI implemented a 4-day workweek for 40 weeks of the year and 5-day workweek 12 weeks out of the year. The 5-day workweek occurs approximately once per month, and it is scheduled at the start of the program year to allow for training and staff workdays. In total, there was a reduction in work hours from 2080 to 1760 per year (15.38%) for a full-year employee. At the same time, employees received a rate increase of 18.18% to ensure that their annualized compensation did not suffer. The following benefits resulted from this change:

- Additional 40 days off per year (prorated for part year staff) without impacting the wages of the employee.
- Annualized vacation accruals remained
- Sick time accruals were not prorated, thus effectively providing additional sick time per year

9.1 Hours of Work

The workweek for purposes of determining overtime is Monday through Sunday, beginning and ending at midnight on Sunday. Rest or coffee breaks are considered as time worked.

A regular workweek is 4 days except for 12 weeks out of the year in which employees work 5 days. The 5-day workweek will be scheduled at the start of the program year by the Program Services Director or designee, and it will rotate approximately every 4 weeks. The regular day off during the week will be determined at the start of the program year in accordance to established protocols.

9.2 Overtime

Employees will be paid overtime compensation at the rate of one and one-half (1-1/2) times their regular hourly rate for work in excess of eight (8) hours per day or forty (40) hours per week.

9.3 Make Up Time

Employees may, with the permission of their manager/immediate supervisor, schedule make-up time within a forty (40) hour workweek in accordance with CSI procedures. Requests for make-up time shall not be unreasonably denied. Denial of make-up time is not subject to the

grievance procedure. In cases where the Union believes that the request has been unreasonably denied, the Union may request in writing that the Executive Director review the denial. The Executive Director or designee shall review the Union's request and respond in writing within twenty (20) business days of receipt. The Executive Director or designee's response shall be final. CSI reserves the right to eliminate Make Up Time with thirty (30) day notice to the Union and employees.

9.4 Rest and Meal Breaks

Rest Periods — Each employee shall be entitled to take one (1) ten (10) minute rest break for each four (4) hours of work performed by such employee in a workday. Such rest break shall be taken after two (2) hours of work, if possible. Authorized rest period time taken shall be counted as time worked.

Employees will not be compensated for their meal breaks unless they are required to work during their breaks. An "on duty" meal break is permitted only when the nature of the work prevents the employee from being relieved of all duty. If the employee is required to eat with the children, meals will be provided by CSI.

Employees required to work more than ten (10) hours in any workday will be allowed a second meal break no later than six (6) hours after returning from their first meal break.

9.5 Part-time Employees - Meal Break

Part-time employees scheduled to work more than five hours per day will receive a meal break of not less than thirty (30) minutes. The meal break may be waived at the request of the employee and agreement of CSI if the total work period of the employee is no more than six hours.

9.6 Prep Time

Full year Lead Teachers shall receive four (4) hours of preparation time per week, subject to staffing and operational limitations.

Primary Caregivers and Lead Infant Toddler Caregivers shall receive two (2) hours of preparation time per week, subject to staffing and operational limitations.

ARTICLE 10. INTRODUCTORY WORK PERIOD

The first six (6) months of employment at Child Start, Inc. and the first six (6) months in any new position is considered a trial period, and employees shall be considered introductory during this time. The introductory period shall be extended for the length of time an employee is on approved leave of absence. The introductory period may be extended for another three (3) months by the Employer, if it is determined that more time is needed to adequately determine suitability of the employee to the position.

During the initial introductory period, employees may be discharged at the discretion of the Employer, and such discharge shall not be subject to the grievance procedure.

If an employee has been promoted to a new position and does not pass the introductory period,

that person shall be returned to the same job, either the previous position or the same job in a different site, if there is a vacancy.

Supervisors are to observe the performance of each employee in a new position. Where appropriate, weaknesses in performance, conduct or attendance should be brought to the employee's attention for correction.

ARTICLE 11. HIRING, ASSIGNMENTS, PROMOTIONS AND TRANSFERS

11.1 Site Assignments (Beginning of program year)

Program needs shall be the first priority in designating site assignments. CSI shall consider employee preference along with skills, experience, length of service, education, training and job performance in placing employees in the site of their preference. If more than one employee expresses preference for an opening at a particular site or region, and the skills and qualifications are equal, the most senior person will be granted his/her preference.

Employees shall be notified of changes in annual assignments as soon as possible after assignments are made.

11.2 Initial Hiring and Promotions

Qualifications for every position shall be determined by the Employer. These overall qualifications shall include consideration such as required skills, experience, length of service, education, and training, as well as other relevant factors such as personal skills and experience, interpersonal skills, and work habits. The Employer may also consider affirmative action when making hiring decisions. Internal applicants not granted a promotion may request feedback from Human Resources regarding areas where improvement may be necessary for future promotional opportunities. Human Resources shall respond promptly to these requests.

Employees promoted to a job in a higher salary range shall receive a 5% increase in pay or the entry step in the new classification, whichever is higher.

11.3 Vacancies

When a bargaining unit position becomes available after the initial Program site assignment process, or a non-management Agency position becomes vacant, the Employer shall post notice of vacancy in the Child Start, Inc. administrative offices for five (5) business days before advertising the position publicly. Notices of vacancies shall include the minimum qualifications required for the position and a description of duties to be performed. In lieu of posting hard copies at individual Child Start, Inc. sites, the Employer shall "post" said vacancies through electronic distribution (i.e., Intranet, Paycom, email) to all employees in the bargaining unit five (5) full business days before the position is publicly opened. The Employer reserves the right to open the position at any time after the initial five (5) days.

Only the Human Resources Manager may open a certain position internally. If approved, the job will be posted in-house for a minimum of five (5) business days.

The Employer shall determine whether the in-house applicants are qualified for the position.

An internal applicant shall be awarded the position if she/he is the best qualified candidate.

The Human Resources Manager may recommend that the process be opened for announcement outside the agency, if it is determined that there are no qualified in-house applicants.

Copies of job announcements will be sent to the Union Field Representative and the Chief Steward.

11.4 Temporary Site Reassignment for Center-Based Staff

The Agency will provide a 5% differential for each hour worked when a Center-Based Teacher, Center-Based Assistant Teacher, Classroom Aide or Site Substitute is being requested to temporarily report to another school site after site assignments have been made. Mileage will be reimbursed in accordance with the IRS Commuting Rule. Notwithstanding the above, CSI reserves all rights to utilize the provision under Article 11.5 - Involuntary Transfer as it deems appropriate.

11.5 Voluntary Transfers

Employees may continually request a transfer to another site within the bargaining unit during the program year. No transfers shall occur on or after the official start of the program year (August 1st). Position openings that occur during the program year will be filled by newly hired staff who will not be guaranteed that site assignment if hired one week or more after the start of the program year. They will be notified that their assignment is specific to the remainder of that program year. In other words, currently assigned staff may request a transfer to that site at the end of the program year, and before the start of the next program year, and before the closure of the transfer process.

By mid-May, the Employer shall distribute to all employees a list of all open for transfer positions which include non-permanent site assignments filled during that same program year, as well as any other currently vacant assignments in represented classifications.

11.6 Involuntary Transfer

Before involuntary transfers are made, the Human Resources Department shall request volunteers for the vacant position(s). If there are no volunteers, CSI may involuntarily transfer an employee to another site or position. CSI shall confer with affected employees if an involuntary transfer is necessary and will consider the impact of transfer upon that employee.

Any employee who is involuntarily reassigned based on program need may apply for reassignment for any opening that may occur after said transfer. That same employee would be guaranteed a right to return to the same region after one year in the new assignment if the employee was NOT able to be reassigned earlier.

The guaranteed right to return is to "the region" regardless of program (not limited to full year vs. part year). Region is defined as Napa, Vallejo, Fairfield, and Vacaville.

If there are no "openings" then the least senior person in the region would be reassigned to provide a placement for the more senior employee.

Employees reassigned "for cause" have no guarantee of return.

The policy shall exclude involuntary reassignments made due to licensing/performance standards (Head Start requirements).

11.6.1 Site and Classroom Closures

In the event a site is closed or converted to a different program option during the program year, employees will be placed at another site and considered displaced employees. If a classroom at a multi-classroom site is closed, the displaced employees will be determined by seniority. In other words, employee with higher seniority will be given first choice to stay at the site or become displaced.

11.6.2 Transfer process

The transfer process will occur in the following order:

1. Identify any displaced employees
2. Displaced employees shall receive a complete list of all open for transfer positions and have first choice of position. Selections will be granted in order of seniority. Once a displaced employee is assigned to an open position, the position will no longer be available for transfer.
3. All remaining employees shall receive an updated list of open for transfer positions, and all staff will also receive a generic transfer form to indicate and rank their preferred positions if not listed in the open for transfer positions. All employees in a nonpermanent assignment will be required to complete the generic transfer form.
4. By the end of May or soon thereafter, transfers will be honored in order of seniority and employees will be notified of their new assignments.
5. The agency will notify all represented classifications that the transfer process is closed.

11.6.3 Seniority

Seniority is defined by the date of hire or rehire. In the event two or more employees have the same seniority, the employee with the most pay periods worked shall be deemed to have seniority. In the event there continues to be a tie, the employee with most hours worked shall be deemed to have seniority. In the unlikely event that there continues to be a tie, the employee with the lowest last four digits of their social security number shall be deemed to have seniority.

11.7 Pay Upon Transfer

Employees transferred to a job within the same salary range will continue to receive their existing rate of pay.

Employees transferred, at management's request, for other than cause or reduction in force, to a job in a lower salary range will continue to be paid at their former rate until such time as the pay range exceeds the employee's salary.

Employees transferred at their own request, to a job in a lower salary rate will be paid at the lower rate commencing with the start of the new job.

ARTICLE 12. PERFORMANCE APPRAISALS

12.1 Appraisals

Supervisors shall complete performance appraisals at regular intervals. Between scheduled appraisals, supervisors should discuss with employees, on an informal basis, any performance issues that warrant attention and should keep records of any significant incidents.

12.2 Meeting to Discuss Appraisal

The supervisor and employee shall meet and discuss the evaluation, assess the employee's strengths and weaknesses and set objectives and goals for the period ahead. The employee shall be given the opportunity to examine the written evaluation and make written comments about any aspect of it. The employee and supervisor shall then sign and date the evaluation and forward it for inclusion in the employee's personnel file. The employee shall receive a signed copy of the evaluation. If the employee disagrees with the content of the performance appraisal, the employee may request a meeting with the Executive Director or designee. The Executive Director or designee shall review the concerns and respond in writing.

ARTICLE 13. PERSONNEL FILES

13.1 Right to Inspect

Every employee shall have a right to inspect his/her personnel file, as provided by law, in the presence of a representative of the Employer and at a mutually convenient time. An employee may also sign a release form to allow a representative of the Union to inspect the employee's file in presence of a representative of the Employer at a mutually convenient time. An employee or his/her authorized representative may obtain a copy of any document in the personnel file. A reasonable fee for each copy may be charged. Employees may request additional materials be placed in their personnel file. Employees who believe that any file material is incomplete, inaccurate, or irrelevant may submit a written request that the files be revised accordingly. If such a request is not granted, the employee may place a written statement of disagreement in his/her file.

13.2 Notice to Employee

An employee shall be sent a copy of any disciplinary notation or documentation added to his/her file. Employees shall have the right to place a written rebuttal to any derogatory material, evaluation or disciplinary action in their personnel file.

13.3 Letters of Warning for Reprimand

Letters of warning or reprimand shall be removed after three (3) years of the date of issuance upon written request of the employee and further provided there has been no repetition of the behavior or problems identified in the letter.

CSI reserves the right to retain any memoranda relating to complaints by parents, harassment or inappropriate interaction with children. Upon written request of the employee and after

three (3) years, said memoranda shall be placed in a sealed file. Access to sealed materials shall be limited to the Human Resources Manager, court order or subpoena or by written release of the employee.

SECTION 14. WAGES AND PAY PROCEDURES

14.1 Hourly Rate of Pay

All employees covered by this Agreement will be paid in accordance with the wage rates set forth in Appendix A. Effective to July 1, 2023, each employee in the bargaining unit *(at the time of ratification)* shall receive at least 8% increase to their base hourly rate of pay.

14.2 Economic Re-openers

CSI and the Union agree to reopen Article 14.1, Hourly Rate of Pay and Article 15, Health and Dental Plans to meet and confer regarding rates for the program years of 2024-2025, 2025-2026, 2026-2027 and 2027-2028. CSI will notify the Union upon receipt of confirmation of the Federal Government approval for funding for the respective program years and agrees to initiate negotiations within thirty (30) days of the notice.

The parties further agree to meet prior to the economic reopener to research and discuss alternatives to the existing Medical Plans. The purpose of these discussions is to explore medical premiums, co-pays, health savings accounts and other cost saving measures to improve health plan options.

14.3 Bilingual and Biliterate Pay

14.3.1 General Terms:

- Limited to languages where there is a demonstrated need (25% class);
- Proficiency in English and the required second language must be demonstrated; and
- Employees must be able and willing to work occasional extra hours that are scheduled in advance.

14.3.2 Specific Eligibility:

- Both languages must be utilized in employee's classroom or site an average of twelve (12) hours per week; and/or
- Employee is utilized to help at sites other than the one to which they are currently assigned.

14.3.3 Order of Call:

- First, employees at work site must be utilized to help in other on-site class or after hours meeting;
- Second, eligible employees will be placed on Regional Team rotating list in alpha order (by language). If an employee cannot work the requested hours, the employee's name goes to the bottom of the list.

14.3.4 Proficiency Demonstration:

- Each employee will have to demonstrate verbal fluency in English and the required second language.
- Additionally, to receive Bi-Literate pay, the employee must pass the National Reporting System Certification or another agency-approved certification process that demonstrates the employee possesses the needed literacy skills in the second language.
- Eligible employees must request assessment through Human Resources.

14.3.5 Payment:

All eligible employees working at CSI as of May of each year, shall receive an equal Share of available monies for either Bilingual pay ($7.000.00) or for Bi-Literate pay ($3,000.00). Payment shall be lump sum by separate check.

14.4 Bi-Monthly Pay

Employees will be paid twice a month. If the regular payday occurs on a Saturday, Sunday, or holiday, employees will be paid the last CSI working day prior to the regular payday.

14.5 Vacation Pay in Advance

Employees who are eligible for vacation may request accrued vacation pay in advance of a scheduled vacation provided a written request is submitted to the Fiscal Department at least one (1) pay period prior to the commencement of the vacation.

14.6 Out of Class Pay

Assignments to work out of class shall be made in writing.

14.6.1 A regular employee assigned to work out of class to cover for staff absences/vacancies shall be paid the greater of: (1) an additional five percent (5%) or (2) the wages specified in 14.1. The pay will begin on the first working day worked out of class after five (5) days of working out of class. The pay will end on the last day worked out of class.

14.6.2. An Employee in the Regular, Regional or Site Substitute classification shall be paid out of class pay on the first working day worked out of class after ten (10) working days substituting for a Lead Teacher, Lead Infant Toddler Caregiver, or Primary Care Giver in the same assignment. The pay will end on the last day working out of class in the same assignment. In such cases, the Regular, Regional or Site Substitute shall receive the greater of: (1) five percent (5%) of pay; or (2) the beginning rate for Lead Teacher, Lead Infant Toddler Caregiver, or Primary Care Giver, as applicable.

14.6.3 In cases where the employer has at least 5 business days' advance written notice of a planned Employee absence of ten (10) days or more, the waiting periods specified in 14.6.1 shall not apply, and the employee(s) assigned to work out of class shall be compensated at the rate specified in 14.6.1 from the first day working out of class.

14.6.4 Family Advocates who are assigned to work a caseload greater than the corresponding tier for their assignment, will receive the pay of the appropriate tier.

14.7 Longevity Day Off

All employees with three (3) years of continuous service as of December 1 of each program year shall receive one additional paid day off. The day shall be scheduled by the employer.

ARTICLE 15. HEALTH AND DENTAL BENEFITS

CSI offers certain benefits to eligible employees. These include group health and dental insurance, life insurance, and salary reduction plans. Eligibility will depend upon the specific requirements of each benefit plan.

15.1 Eligibility

Regular full-time and regular part-time, introductory, and regular substitute employees who work sixteen (16) hours or more per week are eligible for benefits which require Agency eligibility.

15.2 Plan Description

All benefits provided by the Agency are described in official documents, which are kept on file in the Human Resources Department. These documents are available for examination by any plan participant or beneficiary. In addition, these documents are the only official and binding materials concerning the Agency's benefits. All summaries and communications both written and verbal shall be referred to as binding in cases of questions or disputes.

15.3 Costs of Medical and Dental Plans

CSI shall contribute up to $550 towards employee only medical insurance premiums for all employees electing coverage.

Effective July 1, 2023, CSI shall contribute up to $100 towards employee only dental insurance premiums for all employees electing coverage and conduct a new open enrollment for dental insurance.

15.4 Review of Medical and Dental Plans

CSI and the Union agree to review the plans and benefits offered to determine if there are other providers or alternate plan designs that would reduce the costs to the employees. Changes to plans shall be by mutual agreement.

ARTICLE 16. RETIREMENT

Employees may contribute a percentage of earnings on a pre-tax basis to the Child Start, Inc. 401 (k) plan. CSI will contribute matching funds on fifty percent (50%) of the

employee's contribution up to a maximum of four percent (4%) of the employee's salary. CSI will provide matching funds after an employee has been employed for one (1) full year. Further, employees hired after March 1, 2003. shall fully vest in the 401 (k) plan after four (4) full years of employment. Employees shall begin partial vesting after one

(1) full year of employment.

ARTICLE 17. HOLIDAYS

The schedule of holidays that the Agency will observe during each program year will be published prior to the beginning of the year. Due to the nature of the Child Start programs, all programs do not have the same holiday schedules. Employees should check with the Executive Director for the applicable schedule.

17.1 Eligibility

Full-time employees are eligible to receive their regular rate of pay for each observed holiday. Part-time employees are eligible to receive holiday pay only for holidays on which they would normally be scheduled to work, and only for their regularly scheduled number of hours. Temporary employees and employees on unpaid leaves of absence or on RIF are not eligible to receive holiday pay.

Employees must work or be on approved paid leave, except sick leave, on the regularly scheduled workday immediately before and after the holiday as listed in Article 17.4, in order to be paid. An employee with an otherwise acceptable attendance record shall be paid holiday pay if he/she provided medical verification that they were ill and unable to work on the day(s) in question.

17.2 Saturday/Sunday Holidays

A holiday that occurs on a Saturday will usually be observed by the Agency on the preceding Friday. A holiday that occurs on a Sunday will usually be observed on the following Monday.

17.3 Holidays During Vacation

If a holiday occurs during an employee's vacation period, the employee will not be charged vacation pay.

17.4 Holidays Observed

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	One Personal Holiday
President's Day	Veteran's Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth	Day before Winter Holiday (December 24)
Independence Day	Winter Holiday (December 25)

Personal Holiday(s) do not carryover from one program year to the next.

17.5 Personal Holiday

The Personal Holiday may be used after the employee has completed ninety (90) days of the initial introductory period. The Personal Holiday must be taken as a whole day and it may not be broken into hours. It must be used by the end of the program year or it will be lost.

17.6 Part-Day/Part-Year Personal Holiday

Each employee shall receive one (1) additional Personal Holiday after five (5) years of service and one (1) additional Personal Holiday after ten (10) years of service, for a total of three (3) per program year. The Personal Holidays must be taken as whole days and it may not be broken into hours. Personal Holidays must be used by the end of the program year or will be lost.

17.7 Religious Observances

CSI recognizes that some employees may wish to observe, a period of worship or commemoration, certain days, which are not included in the CSI's regular holiday schedule. Accordingly, employees who would like to take a day off for such reasons may be permitted to do so if the employee's absence from work will not result in an undue hardship on the conduct of the CSI's business, and if the employee's supervisor approves. Employees may use accumulated vacation days, personal holiday, or they may take such time off as an unpaid, excused absence.

ARTICLE 18. VACATION

18.1 Eligibility

It is the policy of the Agency to grant vacations with pay to full-time and part-time regular, introductory and long-term substitute employees in accordance with the guidelines below.

18.2 Accrual (Twelve Month Employees)

Vacations hours are accrued or earned based on the employee's length of service.

18.2.1 Rate of Accrual

Regular, full-time, introductory, and regular substitute employees will accrue paid vacation according to the following schedule:

Service Period	Paid Vacation
Years 1 through 5	9.30 hours/month
Years 5 through 14	11.84 hours/month
Years 15 and over	13.54 hours/month

18.2.2 Usage

Employees may not take paid vacation until they have completed ninety (90) days of the initial introductory period and have actually earned the vacation.

18.2.3 Part-Time Eligibility

Regular part-time, introductory and regular substitute employees, who work sixteen (16) hours per week or more, will accrue vacation on a pro-rated basis. The vacation accrual is in proportion to the number of hours regularly scheduled per week. For example, a sixteen (16) hour per week employee

accrues fifty percent (50%).

18.3 Exclusion of Part-Year Employees (Less than 12 months)

Head Start employees who work less than twelve (12) months per year do not accrue vacation hours. However, paid leave is awarded in blocks of time in the winter and spring. Usually there is a two-week winter break in December in which the employee receives pay for 6 days of winter break and 3 holidays; and a one- week spring break in March or April in which the employee receives pay for 4 days of spring break and 1 holiday if applicable.

Employees hired after the start of the program year will be awarded a pro-rata amount of paid leave in the winter based on date of hire. These employees shall be offered the option to work at another site or take unpaid time off for the portion of the winter break not counted as paid leave.

18.4 Payment of Vacation/Paid Leave

Vacation pay/paid leave for employees will consist of the employee's regular rate of pay for the vacation or leave period and will be paid on the regularly scheduled payday.

18.5 Scheduling of Vacation

Employees are requested to take vacation when children are not present. Employees must submit vacation plans to their supervisor two (2) weeks in advance for approval. Management reserves the right to designate when some or all vacation must be taken. Supervisors are responsible for ensuring adequate staffing levels and should attempt, when feasible, to resolve vacation scheduling conflicts based on seniority. However, employees w h o want to change their plans after the vacation schedule has been set, lose their seniority consideration.

18.5.1 Vacation Bidding

Employees will bid vacation on July by week and by seniority. In most cases not more than one employee at a site can be off at the same time. In some sites, where staffing permits, more than one person can be off at a time. During the week of Thanksgiving and between the day before the Winter holiday and the New Year Holiday, all staff can be off at a site with the exception of the State funded sites. During the months of June and July an increased number of staff can be off. Vacation Bidding is intended for a week or more off at one time. Employees may submit vacation request for occasional days off as well. (Site is defined as the classroom the employee is assigned to at the beginning of the school year. Seniority is defined as all-time worked for CSI, in all classifications, without a break in service.)

Classifications such as Site Substitute, Family Advocate, and Food Service Worker, will be administratively assigned to a classroom by classification for purposes of bidding. Center Director and Lead Teacher shall not be off on the same day without appropriate Center Director coverage to the site being arranged.

If an employee is transferred voluntarily or involuntarily to another site after bidding has occurred, they shall be allowed to have vacation as it has previously been approved without any disruption or persuasion to change it. If the regular day off conflicts with an employee at the new site, then in cases where the employee was involuntarily transferred, they shall be allowed to keep their day off. In cases

where the employee requested the transfer, they will be assigned a new day off and allowed to bid again based on seniority at the beginning of the next school year.

18.6 Vacation While on Leave

Employees on leave of absence, other than a military leave or pregnancy disability leave of absence, are required to use all accrued paid vacation time as part of the leave. In addition, employees on an unpaid leave of absence will not accrue vacation time during the leave.

18.7 Vacation Accrual Cap (for 12 Month Employees)

Employees may not receive vacation pay in lieu of time off. Employees are encouraged to take all their accrued vacation credit within the program year in which it is earned. For this reason, a cap of one (1) year's accrual is placed on vacation earning. Once an employee has accumulated one (1) year's accrual, vacation hours are no longer earned until vacation time is used. For example, an employee who earns eleven (9.6) hours of vacation per month will stop earning vacation time when a total of one hundred thirty-two (115.20) vacation hours have been earned

ARTICLE 19. SICK LEAVE AND BEREAVEMENT LEAVE

The Agency may require an employee to submit medical certification to verify a claimed sickness or injury. Employees are prohibited from falsifying the reason for an absence. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

19.1 Sick Leave Usage and Cap

Sick Leave may be used for the reasons allowed in the Healthy Workplaces, Health Families Act of 2014, currently contained in California Labor Code section 245, et seq. Regular full-time employees, Introductory, Regular Substitute employees a c c r u e sick leave at the rate of one workday per month. Employees who work less than thirty-two (32) hours per week accrue sick leave on a pro-rated basis. A full-time maximum of 96 hours may be accrued and used each calendar year. This includes any carryover accruals from the year prior. The maximum accrual for part-time employees is pro-rated in accordance with regularly scheduled hours. No additional sick leave will be accrued until the balance drops below the cap.

19.2 Family Member

Family Member shall include the same persons contained in the definition of "Family Member" in the Healthy Workplaces, Healthy Families Act of 2014, currently located in California Labor Code section 245.5(c) as follows:

(1) A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.

(2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

(3) A spouse.

(4) A registered domestic partner.

(5) A grandparent.

(6) A grandchild

(7) A sibling.

(8) A designated person - "a person identified by the employee at the time the employee requests paid sick leave." This definition does not require the person be related by blood, or even a family-equivalent relationship. Employees may only designate one person per program year.

19.3 Health Care Practitioner's Release

An employee who is absent for more than three (3) consecutive days on sick leave may be asked to present a health care practitioner's release to return to work.

19.4 Unused Sick Leave Upon Termination

Unused sick leave is not payable upon termination.

19.5 State Disability Insurance

Employees who are absent from work due to illness or disability may be eligible for California State Disability. For information about disability payments an employee should contact his/her supervisor or the Human Resources Manager. If eligible, each employee shall apply for State Disability Benefits. Accrued sick leave and vacation leave shall be utilized to supplement the SDI payments in order to maintain the employee in full pay status until said leave balances are exhausted.

19.6 Short-Term Disability

The Agency will provide employees who work a minimum of 20 hours per week with a Short-Term Disability plan ("Plan"). Any benefits from the Plan will be offset by any State Disability Insurance benefits received. Employees will pay the cost of the Plan via payroll deduction, but the Agency will reimburse employees the equivalent amount as an "add on" pay item on their paychecks. The "add on" pay is subject to individual income tax deduction, which will be borne by the employee. In the event there is a dispute or conflict with regards to Plan coverage terms and exclusions, the carrier's Plan document shall govern.

19.7Bereavement

Five (5) days of paid Bereavement Leave shall be granted to any regular employee for the death or estate settlement of an immediate family member. (parent, spouse, child, brother, sister, stepchild, father in-law, mother in-law, domestic partner, grandparent, grandchild or a sibling). Under certain limited circumstances, two (2) additional days of paid leave may be allowed. Approval of the extended leave must be approved in advance by the Executive Director or his/her designee. When out of town travel beyond 250 miles (one-way). The maximum number of days allowed for bereavement leave shall be seven (7) days. At the employer's discretion and subject to employer's approval, employees may use accrued leaves for additional time off for the death or estate settlement of an immediate family member. Employees are not required to take the bereavement leave on consecutive days; it may be broken into two (2) separate blocks of

time. Employees must complete their leave within three (3) months of the family member's death.

19.8 Wellness

Employees who use three (2) sick leave days or less per semester will receive eight (8) hours of bonus pay at the start of the next semester. Semester for the purpose of wellness pay is defined as July 1st through December 31st and January 1st through June 30th. The second semester wellness pay for part-year staff will be issued with their first paycheck upon their return from summer layoff.

ARTICLE 20. OTHER LEAVES

20.1 Jury Duty Leave

Jury Duty Leave with pay is granted, up to a limit of one (1) month per calendar year, to all introductory and regular full and part-time employees who are called to serve on a jury. Introductory employees who serve more than two (2) weeks will have the introductory period extended by the amount of time served. The employee's supervisor must be notified by the employee when he/she receives a summons for jury duty. The employee is required to report for work during periods when he/she is excused from appearing in court. CSI will pay the employee at the current salary level. The employee is responsible for submitting documentation of time served on jury duty and the amount of compensation received. CSI shall be reimbursed for all jury fees paid to the employee other than transportation and parking.

20.2 Workers' Compensation Disability Leave

Workers' Compensation Leave is provided for employees in case of work- related injury or illness. Accrued sick leave and vacation leave shall be utilized to supplement the temporary disability payments in order to maintain the employee in full pay status until said leave balances are exhausted. Payment of health care premiums shall be in accordance with the provisions of the Family Medical Leave Act.

20.3 Family Medical Leave Act/California Family Rights Act

The Agency will comply with the provisions of the Federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). The specific FMLA or CFRA requirements, including the rights and obligations of employees, notification requirements, and the Agency's obligations are available form the Human Resources Department. Family Medical Leave and California Family Rights Leave shall run concurrent with other leaves as provided in this Agreement with the exception of pregnancy disability leave.

20.4 Pregnancy Disability Leave

Employees who are disabled because of pregnancy are entitled to pregnancy disability of up to four (4) months. The disability must be certified in writing by a health care practitioner. The maximum time an employee may take off for pregnancy and baby bonding is seven (7) months: four (4) months pregnancy disability plus twelve (12) weeks family leave to be with

the child.

20.5 Personal Leave of Absence

Employees may be granted a leave of absence in cases where the Agency determines that an extended period of time away from the job will be in the best interest of the employee and the Agency.

20.6 Military Leave of Absence

A military leave of absence will be granted as required by applicable Federal and State law.

20.7 Application for Leave

When possible, requests for a leave of absence or any extension of a leave should be submitted in writing to the Executive Director thirty (30) days prior to commencement of the leave period, or as soon as is practical. The final decision concerning the request will be made by the Executive Director. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to the Executive Director.

20.8 Leave Administration

Requests for leave should be submitted to the employee's supervisor as far in advance as possible. Decisions on granting leaves which are optional shall be based on the needs of the Agency.

Employees who are on an approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military or public service. Every employee on a leave of absence for reasons that qualify under the Family Medical Leave Act shall be required to utilize accrued sick and vacation leave and personal holiday time while on leave. Every employee on family care leave or personal leave of absence will be required to utilize all accrued vacation days and the personal holiday at the beginning of the leave.

If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of such leave, the employee will be c o n s i d e r e d to have voluntarily terminated employment. Employees on leave shall report any change in their status as soon as possible.

20.9 Benefits While on Leave

The Agency will provide health insurance and other benefits to employees on leave only as required by law. In some instances employees may be required to pay for the maintenance of benefits. Benefits that accrue according to length of service, such as paid vacation, holiday, personal, and sick days, do not accrue during period of unpaid leave.

ARTICLE 21. REDUCTION IN FORCE (RIF) AND RECALL

The Agency will attempt to avoid a reduction in force and, whenever possible, will consider alternatives to any reduction (RIF) before any final decisions are made.

21.1 Order of (RIF)

Employees within each affected geographical area are to be selected for RIF in the following order:

- Temporary employees are to be subject to RIF first.
- Introductory employees are to be subject to RIF next.
- Employees are to be subject to RIF within classification based on their length of service, provided that the employee retains the required units or permit.

21.2 Bumping

Employees may be reduced or "bumped" to a different or lower Classification, within the affected geographical area, in the following order:

- Vacant position in the same classification or lateral classification for which the employee meets the qualifications.
- Least senior employee in the same classification or lateral classification for which the employee meets the qualifications and further provided that the employee subject to RIF retains greater seniority than the person "bumped".
- Position in lower paid classification provided the employee retains the required units or permit

21.3 Length of Service

An employee's length of service is measured from the original date of employment with the Agency, including NCCEO time, so long as there has been no break in service greater than thirty (30) days, except for employees who do not work during the summer months.

21.4 Notice

The Union will be provided with as much notice as is feasible but at least one (1) calendar week advance notice prior to employees being notified of the intent to initiate a Reduction and Force. The Union will be afforded the opportunity to meet and confer on the impact. Employees selected for Reduction in Force will be given at least ten (10) working days' notice.

21.5 Recall List

Employees, who are subject to RIF, will be maintained on a recall list for one (1) year. Removal from the recall list terminates all job rights the employee may have. While on the recall list, employees shall report to the Human Resources Department if they become unavailable for recall. Employees who fail to keep a current home address on record with the Agency will lose their recall rights.

21.6 Order of Recall

Employees will be recalled according to need, classification, and length of service, provided the employees retain the required units or permit. Notice of recall will be sent by registered mail, return receipt requested, to the current home address furnished by the employee to the Human Resources Department. Unless an employee responds to the recall notice within seven (7) days following

receipt of the notice or its attempted delivery, the employee's name will be removed from the recall list and the employee will cease to have any job rights with the Agency.

21.7 Seniority While on RIF

Credit for seniority will continue to accumulate during any RIF of thirty (30) days or less. Employees on RIF for more than thirty (30) days and subsequently recalled within one (1) year from the date of RIF will be credited with the years of service accumulated at the time of layoff.

21.8 Leave Accrual

No vacation or sick leave however will be accrued during a RIF. Accrued vacation pay will be paid at the time of RIF if the RIF is expected to exceed thirty (30) days.

ARTICLE 22. GRIEVANCE PROCEDURE

22.1 Grievance Definition

A grievance is a claim by an employee or the Union that the Agency has violated an express provision of this Labor Agreement or an appeal of a disciplinary action. Disciplinary actions which do not result in termination or loss of pay are subject to the grievance procedure up through Step 3 - Written Appeal to Executive Director. Disciplinary actions resulting in termination or loss of pay are subject to the grievance process up through Step 5 - Review by the CSI Board. All disciplinary notices shall be given to the employee in question in writing, and the employee shall be provided the opportunity to respond within 10 business days of receiving the disciplinary notice. The disciplinary notice shall also be provided with a space to indicate receipt of the notice not necessarily agreement with its content.

22.2 Representation

The employee shall have the right to representation, if desired, by an available Union Representative at any step of the grievance procedure.

22.3 Process

Step 1. - Oral Complaint to Supervisor:

The first step is for the employee to arrange a meeting with his/her immediate supervisor. All meetings must be requested within ten (10) business days of the incident or when the employee reasonably should have been aware of the problem. The supervisor will arrange a meeting within seven (7) business days of receiving the request. This meeting will include the grievant and the supervisor and may also include a Union Representative and an Agency representative. The supervisor will issue a response within seven (7) business days of the m e e t i n g .

A grievance alleging that an employee is not being properly compensated pursuant to the terms of this Labor Agreement may skip Step 1 and be submitted directly to Step 2.

Step 2. - Written Grievance:

If the problem is not satisfactorily resolved in Step 1, the grievance shall be presented in w r i t i n g

to the Human Resources Manager, within five (5) business days of the supervisor's decision. The written complaint must state the issue, specific clause of the Labor Agreement that has been violated, any relevant history to this issue, and the requested remedy. Within ten (10) business days a meeting will

take place to discuss the issue. The Human Resources Manager or designee will then issue a response within ten (10) business days.

Step 3 - Written Appeal to Executive Director:

If the problem is not satisfactorily resolved in Step 2, the employee, or his/her representative may appeal the decision to the next step in writing or via email to the Executive Director within five (5) business days of the Manager's decision.

Within twenty (20) business days of receipt of the grievance, the Executive Director or his/her designee shall schedule and hold a meeting to hear the grievance. The Executive Director, or designee, will issue a written decision within ten (10) business days of the meeting. Steps 1 - 3 of the grievance procedure may be waived by mutual agreement between the Union and the Agency.

Step 4 - Request for Board of Adjustment

If the problem is not satisfactorily resolved in Step 3, then the issue may be appealed to a Board of Adjustment. Both sides have the same fifteen (15) business days to request that the matter be heard by a Board of Adjustment.

The Board of Adjustment is an informal process designed to address and resolve an employee's grievance. The Board of Adjustment shall be comprised of one (1) member selected by the Union and one (1) person selected by CSI and the third shall be a neutral identified and agreed to by the two other representatives of the Board of Adjustment. If the two representatives are unable to agree upon a third representative, a list of names of neutrals shall be requested from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from the list to determine the neutral. The cost and fees of the neutral representative of the Board of Adjustment shall be shared equally between CSI and the Union.

The Board of Adjustment shall issue a written recommendation which shall be adopted by all parties except as provided below in Step 5.

Step 5 - Review by the CSI Board:

Either party may request a review by the CSI Board of Directors within fifteen (15) days of the receipt of the decision of the Board of Adjustment. If neither party requests a review, then the decision shall be final and binding.

The CSI Board of Directors shall have thirty (30) calendar days from receipt of the request for review from either party to issue a written decision accepting, rejecting or modifying the Adjustment Board's decision unless the parties agree to a mutually agreed upon alternate time frame. In making its decision, the CSI Board shall be bound by the factual findings of the Adjustment Board.

If the CSI Board rejects or modifies the Adjustment Board's recommendation, the CSI Board shall specify the reason or reasons why the recommendation is rejected in a written statement which shall have direct reference to the facts found and shall specify whether the material factual findings are supported by substantial evidence. The CSI Board may reject or modify the recommendation of the Adjustment Board only if the material factual findings are not supported by substantial evidence, or for any of the following reasons:

1. The recommendation places an employee, the children, or the public at an unacceptable risk of physical or emotional harm from an object point of view.
2. The recommendation obstructs CSI from performing its mandated regulatory function from an objective point of view.
3. The recommendation disagrees with the Board's penalty determination, but the Adjustment Board has not identified material, substantial evidence in the record that provides the basis for that disagreement.
4. The recommendation is contrary to past practices in similar situations presented to the Adjustment Board that the Adjustment Board has failed to consider or distinguish.
5. From an objective point of view and applied by the Board in a good faith manner, the recommendation exposes the Board to present or future financial or legal liability other than the financial liability of the actual remedy proposed by the Adjustment Board. The decision of the CSI Board shall be final and binding.

ARTICLE 23. MISCELLANEOUS

23.1 Safety

No employee shall be required to work in unsafe or hazardous conditions.

23.2 Meal Reimbursement

Employees required to travel on CSI business may be reimbursed for the cost of all meals during their travel within the guidelines established by CSI. In addition, employees with prior approval, may be reimbursed for meals associated with the approved activities of civic and professional organizations.

23.3 Physical and Health Examinations

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

23.4 Drug Free Workplace

The Union and the Employer are committed to maintaining a drug free workplace.

23.5 No Strike/No Lockout

The Union agrees not to engage in or authorize a strike or stoppage of work during the term of this Agreement CSI agrees not to engage in any lockout during the term of this Agreement.

ARTICLE 24. SAVINGS CLAUSE and TERM OF AGREEMENT

24.1 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 a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect. Local 1021and the Employer shall, within thirty

(30) days, meet and confer regarding the affected portion of this Collective Bargaining Agreement.

24.2 This Agreement shall be in effect from May 1, 2023, to and including June 30, 2026 and from year to year thereafter, unless at least sixty (60) days prior to the first day of September of any subsequent year, either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement. There shall be no opening of any kind for any purpose during the term of the Agreement, other than those specified within this Agreement.

ARTICLE 25. SUCCESORSHIP PROTECTION

In the event of a sale, transfer or retitling of control of Child Start Inc., Child Start, Inc. shall inform the new owners and/or employer entity of the existence of this agreement and its terms and conditions. Child Start Inc. shall do so within a reasonable period of time, but not less than thirty (30) days before the effective date of the sale, transfer, and/or retitle.

Agreed to: May 8, 2023 by:

For Child Start, Inc.

Alonso Duarte

Alonso Duarte, HR Manager

Juan Cisneros

Juan Cisneros, Executive Director

, Board President

, Board President

For SEIU, Local 1021

Nathan Hansford, Chief Negotiator

Mia sykes

Mia Sykes, Bargaining Team Member

Jillian Phillip

Jillian Phillip, Bargaining Team Member

David Canham

David Canham, Executive Director

DC

APPENDIX A

Proposed rate Increases Pending Approval from the Office of Head Start

		Current	Proposed	Increase
Lead Teacher	BA/BS	28.02	30.38	2.36
	AA/AS	24.81	26.90	2.09
Primary Caregiver / Lead Infant Toddler Caregiver	BA/BS	28.02	30.38	2.36
	AA/AS	24.81	30.38	5.57
	24 ECE + Any permit	21.93	26.90	4.97
Home Based	AA/AS or BA/BS	21.93	23.68	1.75
Regional Substitute/Site Substitute	AA/AS or BA/BS	20.82	22.69	1.87
	24 ECE + Teacher Permit	20.82	22.69	1.87
	24 ECE	19.57	22.04	2.47
	18 ECE	18.36	21.39	3.03
	12 ECE	16.89	20.74	3.85
Classroom Aide	9 ECE	16.14	20.57	4.43
	6 ECE	15.90	20.57	4.67
Food Service Worker		15.90	20.57	4.67
Family Advocate 3	Fam Dev. Credential / Degree	20.31	25.49	5.18
Family Advocate 2	Fam Dev. Credential / Degree	20.31	24.28	3.97
Family Advocate 1	Fam Dev. Credential / Degree	20.31	23.12	2.81
	Pending credential	19.79	22.02	2.23

Family Advocate Levels
7 at 15-19 cases
6 at 20-29 cases
4 at 30-36 cases

		Current		Proposed		Increase	
Position Title	**Education**	**Rate**	**Qualified**	**Rate**	**Qualified**	**Rate**	**Qualified**
Infant Toddler Caregiver /PCGA	AA/AS or BA/BS	20.82	21.72	23.66	25.06	2.84	3.34
	24 ECE + Teacher Permit	20.82	21.72	23.66	25.06	2.84	3.34
	24 ECE + ASC Teacher Permit	19.57	20.47	23.46	24.86	3.89	4.39
	18 ECE + ASC Teacher Permit	18.36	19.26	23.29	24.69	4.93	5.43
	12 ECE + ASC Teacher Permit	16.89	17.79	23.12	24.52	6.23	6.73

		Current		Proposed		Increase	
Position Title	**Education**	**Rate**	**Qualified**	**Rate**	**Qualified**	**Rate**	**Qualified**
Associate Teacher	AA/AS or BA/BS	20.82	21.72	22.69	23.73	1.87	2.01
	24 ECE + Teacher Permit	20.82	21.72	22.69	23.73	1.87	2.01
	24 ECE + ASC Teacher Permit	19.57	20.47	22.04	23.08	2.47	2.61
	18 ECE + ASC Teacher Permit	18.36	19.26	21.39	22.43	3.03	3.17
	12 ECE + ASC Teacher Permit	16.89	17.79	20.74	21.78	3.85	3.99

APPENDIX B

SIDE LETTER AGREEMENT

Side Letter Agreement Between

The Service Employees International Union, Local 1021 And

Child Start, Inc.

The Service Employees International Union, Local 1021 ("SEIU") and Child Start, Inc. ("Child Start") have met and conferred in good faith and reached this Side Letter Agreement ("Side Letter").

The parties hereby agree that summer work will be made available to staff if the need for coverage exists and there are funds available to compensate staff. The parties further agreed that

- Employees shall furnish their availability at the time of application.
- Placement shall be prioritized based on seniority.
- Schedules shall be provided to staff in advance in blocks of one week at a time; if there is a need for single days, employees will be contacted based on availability and seniority.
- Pay for teaching assignments will be based on that of On-Call Substitutes (pay based on education).
- Pay for other positions will be as advertised and in accordance with position.
- Sick time will continue to accrue at the employee's regular rate. However, sick time usage will be capped at 24 hours for the summertime.

For Child Start, Inc.

Alonso Duarte — Sep 23, 2023

Alonso Duarte
HR Manager

Date

For SEIU, Local 1021

Nathan Hansford
Chief Negotiator

9/19/2023
Date

Jillian Phillip
Chapter President

Date

Signature: David Canham (Sep 22, 2023 11:54 PDT)David Canham

Email: david.canham@seiu1021.org

Signature: Alonso Duarte (Sep 23, 2023 19:04 PDT)

Email: aduarte@childstartinc.org

Signature: Email:

Signature: Juan Cisneros (Sep 25, 2023 05:38 PDT)

Email:

jcisneros@childstartinc.org

Signature: Mia Sykes (Sep 21, 2023 16:18 PDT)

Email: msykes@childstartinc.org

Signature: Jillian Phillip (Sep 20, 2023 10:53 PDT)Jillian Phillip

Email: jphillip@childstartinc.org