

# **AGREEMENT**

**Between**



**CHILD, FAMILY AND COMMUNITY SERVICES**

**And**



**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 1021**

**April 1, 2018 – March 31, 2021**

# TABLE OF CONTENTS

**AGREEMENT  
Between  
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<b>ARTICLE 1. PREAMBLE.....</b>	<b>1</b>
<b>ARTICLE 2. RECOGNITION .....</b>	<b>1</b>
2.1    RECOGNITION .....	1
2.2    NEW POSITIONS .....	1
<b>ARTICLE 3. NO DISCRIMINATION/HARASSMENT .....</b>	<b>1</b>
<b>ARTICLE 4. UNION SECURITY .....</b>	<b>2</b>
4.1    NOTICE TO THE UNION .....	2
4.2    DUES OR FEES DEDUCTION.....	2
4.3    AGENCY SHOP .....	2
4.4    RELIGIOUS EXEMPTION .....	2
4.5    PAYROLL DEDUCTIONS AND PAY-OVER.....	2
4.6    FINANCIAL REPORTS.....	3
4.7    HOLD HARMLESS.....	3
<b>ARTICLE 5. UNION STEWARDS AND REPRESENTATION .....</b>	<b>3</b>
5.1    UNION REPRESENTATION .....	3
5.2    BULLETIN BOARDS AND EMPLOYER MAIL SYSTEM .....	4
5.2.1 BULLETIN BOARDS.....	4
5.2.2 MAIL SYSTEM.....	4
5.3    UNION ACCESS .....	4
5.4    USE OF FACILITIES .....	4
<b>ARTICLE 6. MANAGEMENT RIGHTS .....</b>	<b>5</b>
<b>ARTICLE 7. EXISTING POLICIES AND.....</b>	<b>5</b>
<b>NOTIFICATION TO UNION .....</b>	<b>5</b>
<b>ARTICLE 8. PROBATIONARY PERIOD .....</b>	<b>6</b>
8.1    PROBATIONARY PERIOD.....	6
8.2    PROMOTIONAL PROBATIONARY PERIOD.....	6
<b>ARTICLE 9. HOURS OF WORK.....</b>	<b>6</b>
9.1    HOURS OF WORK .....	6
9.1.1 WORKWEEK .....	6
9.1.2 FULL-TIME EMPLOYEE WORKWEEK.....	7
9.1.3 HOURS OF WORKWEEK (DRIVERS) .....	7

9.1.4	WORK SCHEDULE.....	7
9.1.5	CLASSROOM PREPARATION TIME.....	7
9.2	BREAK AND MEAL PERIODS.....	7
9.3	FLEXIBLE HOURS.....	7
9.4	OVERTIME .....	8
9.5	WORK YEAR BY PROGRAM OPTION.....	8
9.5.1	HEAD START – SCHOOL YEAR PRE-SCHOOL .....	8
9.5.2	FULL DAY YEAR ROUND HEAD START PRE-SCHOOL AND EARLY HEAD START .....	8
9.5.3	CALIFORNIA CHILD CARE ALTERNATIVE PAYMENT PROGRAM (CCAPP) .....	8
<b>ARTICLE 10. SENIORITY .....</b>		<b>8</b>
10.1	DEFINITION OF SENIORITY .....	8
10.2	UPDATED SENIORITY LISTS .....	8
10.3	NEW EMPLOYEES AND EMPLOYEES IN ACTING ASSIGNMENT .....	9
10.4	BREAKS IN SENIORITY.....	9
10.5	TIE IN SENIORITY .....	9
<b>ARTICLE 11. HIRING, ASSIGNMENTS,PROMOTIONS AND TRANSFERS .....</b>		<b>9</b>
11.1	HIRING .....	9
11.2	POSTINGS.....	10
11.3	ANNUAL NOTICE TO EMPLOYEES .....	10
11.4	YEARLY SITE ASSIGNMENTS (SITE ASSIGNMENTS FOR EARLY HEAD START, HEAD START FULL YEAR AND SCHOOL YEAR PRE-SCHOOL TEACHING STAFF) .....	10
11.4.1	REQUESTS FOR ASSIGNMENT .....	10
11.4.2	CRITERIA FOR SELECTION .....	10
11.5	VOLUNTARY TRANSFERS (AFTER START OF PROGRAM YEAR) .....	11
11.6	INVOLUNTARY TRANSFERS (AFTER START OF PROGRAM YEAR).....	11
<b>ARTICLE 12. DISCIPLINE AND DISCHARGE .....</b>		<b>11</b>
12.1	PROCEDURE APPLICATION .....	11
12.1.1	STEPS OF DISCIPLINE .....	11
12.1.2	DISCIPLINE DOCUMENTATION .....	12
12.1.3	DISCIPLINE IN PERSONNEL FILE .....	12
12.1.4	EMPLOYEE RIGHT TO GRIEVE DISCIPLINE.....	12
12.1.5	EMPLOYEE RIGHT TO UNION REPRESENTATION .....	12
<b>ARTICLE 13. PERSONNEL FILES .....</b>		<b>12</b>
<b>ARTICLE 14. WAGES AND PAY PROVISIONS .....</b>		<b>13</b>
14.1	WAGES.....	13
14.2	WAGE INCREASES .....	13
14.3	SALARY UPON PROMOTION .....	13
14.4	SALARY UPON DEMOTION .....	13
14.5	SALARY FOR NEW HIRES.....	13
14.6	OUT OF CLASS PAY .....	13
14.7	SALARY UPON TRANSFER .....	13
14.8	CLASSIFICATION AND STEP MOVEMENT .....	14
14.8.1	PAY ABOVE SCALE .....	14

14.8.2 ENTRY LEVEL EARLY HEAD START (EHS) TEACHER MOVEMENT TO EHS TEACHER WITH AA DEGREE - EARLY HEAD START PROGRAM .....	14
14.8.3 TEACHER ASSISTANT PROMOTION TO TEACHER.....	14
14.8.4 STATE MATRIX PERMIT .....	14
14.9 MILEAGE REIMBURSEMENT .....	14
14.10 SHIFT PAY .....	14
14.11 LEAD PAY – FACILITIES DEPARTMENT .....	14
14.12 LONGEVITY PAY .....	15
14.13 INCENTIVE PAY FOR POSSESSION OF BACHELOR’S DEGREE.....	15
14.14 FACILITIES WEEKEND OVERTIME .....	15
<b>ARTICLE 15. HEALTH, DENTAL, LIFE AND RETIREMENT BENEFITS .....</b>	<b>15</b>
15.1 PLAN DESCRIPTIONS .....	15
15.2 HEALTH, DENTAL AND VISION INSURANCE .....	15
15.2.1 PREMIUM PAYMENT .....	15
15.2.2 PRE-TAX DEDUCTION .....	16
15.2.3 FAMILY COVERAGE.....	16
15.2.4 INCREASES IN PREMIUMS .....	16
15.2.5 PROVIDERS AND PLAN DESIGN .....	16
15.2.6 ELIGIBILITY .....	16
15.2.7 DENTAL PLAN OPTIONS .....	16
15.3 PAYMENT IN-LIEU OF MEDICAL COVERAGE.....	16
15.4 LIFE INSURANCE.....	16
15.5 FLEXIBLE SPENDING BENEFIT IRS 125 PLAN.....	17
15.6 DEFERRED COMPENSATION 403(B) PLAN.....	17
<b>ARTICLE 16. PAID HOLIDAYS.....</b>	<b>17</b>
16.1 ELIGIBILITY .....	17
16.2 PART-TIME EMPLOYEES.....	17
16.3 SATURDAY/SUNDAY HOLIDAYS .....	17
16.4 HOLIDAYS DURING VACATION.....	17
16.5 HOLIDAYS OBSERVED.....	18
16.6 PERSONAL/FLOATING HOLIDAYS.....	18
<b>ARTICLE 17. VACATION .....</b>	<b>18</b>
17.1 ELIGIBILITY .....	18
17.2 VACATION ACCRUAL SCHEDULE (FULL-TIME TWELVE MONTH EMPLOYEES):.....	19
17.3 VACATION ACCRUAL CAP FOR FULL-TIME TWELVE MONTH EMPLOYEES .....	19
17.4 VACATION SCHEDULING FOR FULL-TIME TWELVE MONTH EMPLOYEES .....	19
17.5 VACATION SCHEDULING FOR LESS THAN TWELVE MONTH EMPLOYEES.....	19
<b>ARTICLE 18. SICK LEAVE .....</b>	<b>20</b>
18.1 ACCRUAL.....	20
18.2 MAXIMUM.....	20
18.3 RATE OF PAY .....	20
18.4 USAGE .....	20
18.5 WORK STATUS.....	20

18.6	PROBATIONARY EMPLOYEES .....	20
18.8	TERMINATION OF EMPLOYMENT .....	21
18.9	FITNESS FOR DUTY EXAM .....	21
<b>ARTICLE 19. OTHER LEAVES .....</b>		<b>21</b>
19.1	BEREAVEMENT LEAVE.....	21
19.2	JURY DUTY .....	21
19.3	WORKERS' COMPENSATION DISABILITY LEAVE.....	21
19.4	FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT .....	22
19.5	PREGNANCY DISABILITY LEAVE.....	22
19.6	MILITARY LEAVE OF ABSENCE .....	22
19.7	PERSONAL LEAVE.....	22
19.8	PAID FAMILY LEAVE .....	22
19.9	PARENTAL LEAVE FOR SCHOOL VISITS .....	22
19.10	CATASTROPHIC LEAVE.....	23
19.10.1	CATASTROPHIC LEAVE DEFINITION .....	23
19.10.2	EMPLOYEE ELIGIBILITY FOR DONATIONS .....	23
19.10.3	IMMEDIATE FAMILY MEMBER ELIGIBILITY FOR DONATIONS .....	23
19.10.4	DONATION OF SICK LEAVE .....	23
19.11	LEAVE ADMINISTRATION.....	23
<b>ARTICLE 20. REDUCTION IN WORK AND RECALL .....</b>		<b>24</b>
20.1	REDUCTION IN WORK (LAY-OFF) .....	24
20.2	PAY OFF OF LEAVE BALANCES .....	24
20.3	LAYOFF NOTICE .....	24
20.4	BUMPING OR DISPLACEMENT RIGHTS.....	24
20.5	RECALL .....	25
<b>ARTICLE 21. GRIEVANCE PROCEDURE.....</b>		<b>25</b>
21.1	GRIEVANCE DEFINITION .....	25
21.2	REPRESENTATION .....	25
21.3	TIME LINES.....	25
21.4	PROCESS .....	25
21.4.1	STEP 1 - ORAL COMPLAINT TO SUPERVISOR.....	25
21.4.2	STEP 2 - WRITTEN GRIEVANCE.....	26
21.4.3	STEP 3 - WRITTEN APPEAL TO EXECUTIVE DIRECTOR .....	26
21.4.4	STEP 4 - MEDIATION .....	26
21.4.5	STEP 5 – BINDING ARBITRATION .....	26
<b>ARTICLE 22. MISCELLANEOUS.....</b>		<b>26</b>
22.1	SUBCONTRACTING.....	26
22.2	SUCCESSOR CLAUSE.....	27
22.3	NO STRIKE/NO LOCK OUT.....	27
<b>ARTICLE 23. TERMS OF AGREEMENT .....</b>		<b>27</b>
23.1	ZIPPER CLAUSE .....	27
23.2	SAVINGS CLAUSE .....	27

23.3 TERM .....	27
23.3.1 AGREEMENT RE-OPENER .....	28
<b>APPENDIX A .....</b>	<b>29</b>
WAGES .....	29
<b>APPENDIX B .....</b>	<b>30</b>
JOINT LABOR MANAGEMENT COMMITTEE.....	30
<b>APPENDIX C .....</b>	<b>31</b>
DEFINITIONS.....	31
<b>SIDELETTER OF AGREEMENT</b>	
Pilot Program – Institute Classroom Aide Position.....	34

# **AGREEMENT**

Between

**CHILD, FAMILY AND COMMUNITY SERVICES, INC.**

And

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 1021**

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## **Article 1. PREAMBLE**

This Agreement is entered into by the Child Family and Community Services, Inc., herein referred to as the "Employer," "Agency" or "CFCS" and the Service Employees International Union, Local 1021 herein referred to as the "Union" or "SEIU." The term "employee" as used in this Agreement refers to members of the bargaining unit.

## **Article 2. RECOGNITION**

### **2.1 Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the following bargaining unit:

All full time and regular part-time employees of the Employer, employed in its Alameda County Head Start, Early Head Start, and CCCAP programs listed in Appendix A, excluding temporary employees, confidential employees, managerial employees, business office clerical employees, admission employees, guards, professional employees, and all other employees or supervisors as defined in the National Labor Relations Act.

### **2.2 New Positions**

New positions will be placed in the bargaining unit as appropriate and the Union will be 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.

## **Article 3. NO DISCRIMINATION/HARASSMENT**

It is the policy of the Employer to actively seek qualified applicants for positions throughout the Agency and provide equal opportunity in employment to all employees and applicants for employment. No person shall be discriminated against in employment because of an individual's race, religious affiliation, color, gender, age, national origin, sexual orientation, physical disability or Union activity.

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 or harassment of any form.

This policy applies to all terms, conditions and privileges of employment, including hiring, probation, training and development, promotion, transfer, compensation, benefits, educational assistance, reduction in force, social and recreational programs, termination and retirement.

## **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. 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. Child, Family and Community Services, Inc. will provide the Union with copies of signed dues authorization cards. Each October, upon request by the Union, Child, Family and Community Services, Inc. will supply an updated list with member and service fee payer's 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.

### **4.2 Dues or Fees Deduction**

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 or fees. Dues for that period shall be forwarded to the Union monthly.

### **4.3 Agency Shop**

Effective thirty (30) days after adoption of this Agreement all employees shall join the Union and 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 CFCS after adoption of this Agreement, shall be provided through Human Resources, a notice advising the employee that the Employer has entered into an Agency Shop Agreement with the Union.

### **4.4 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 charitable contribution equal to the service fee in-lieu of Union Membership or service payment.

### **4.5 Payroll Deductions and Pay-Over**

The effective date of dues, service fees 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: the Women's Refuge of Alameda County, the Emergency Shelter program of Alameda County or the Emergency Food Bank Network of Alameda County. 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 shall 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.

Child, Family and Community Services Inc. 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, Family and Community Services, Inc., its officers, and employees from any and all claims, demands, suits or any other action arising from 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).

### **Article 5. UNION STEWARDS AND REPRESENTATION**

#### **5.1 Union Representation**

The Employer shall recognize the Union Officer/Steward for the purpose of administering the Collective Bargaining Agreement, processing grievances and representing employees in disciplinary meetings when requested by the employee. The Union shall inform the employer, in writing, of the names of the Union Officer/Stewards at the beginning of each Fall session. Whenever replacements are made, the Union shall provide written notification to the Employer within fourteen (14) days.

Stewards shall perform Union business on their own time with the following exception or as provided elsewhere in this Agreement.

The Steward may 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, which may lead to discipline, if the Grievant so requests. Representation by Union Steward shall be considered and paid as work time, accommodating the schedules of the employees involved, not to exceed an aggregate of eight (8) hours per month. Stewards and officers will request permission to leave work from their immediate supervisor in advance of any scheduled meeting and such permission shall not be unreasonably denied. All such meetings shall be scheduled as to reduce impact on workload and shall not be held during any time that a substitute is required to cover for an employee. Work time spent on Union Activities shall be recorded on time cards as "Union Representation Time."

## **5.2 Bulletin Boards and Employer Mail System**

### **5.2.1 Bulletin Boards**

The Employer agrees to provide space on existing bulletin boards in mutually agreeable areas of Agency facilities, which the Union may use to post notices of Union business. The space provided will be maintained by the Union. The Union agrees not to post offensive or inappropriate materials and shall supply a copy of all such posted materials to the Human Resources Manager at the time of the posting. The space provided will be maintained by the Union. In the event the Human Resources Manager believes that material posted on the Union bulletin board is in violation of this provision, he/she shall contact the Union Representative who shall address the concerns in an expeditious manner.

### **5.2.2 Mail System**

The Union will be permitted to limited access to the internal mail system and may send meeting notices to employee mail boxes. Also, the Union will be allowed on a limited basis to use the Agency's internal email to inform the bargaining unit members of Union meetings.

## **5.3 Union Access**

With prior notice to the Employer, a representative of the Union shall have reasonable access to the premises for purposes of administering the Collective Bargaining Agreement. Union representatives shall not interfere with Agency operations.

During the annual training conducted at the beginning of each fall session, the Union will be permitted fifteen (15) minutes just prior to lunch or end of the day to address Union represented employees and to provide orientation for new employees. The Union may request time to provide orientation for new employees hired after the beginning of the fall session by contacting Human Resources. CFCS will endeavor to provide fifteen (15) minutes for individual orientation when children are not present and there is no interference with workload or training.

## **5.4 Use of Facilities**

The Union will be permitted to use rooms at the Employer's Headquarters when not otherwise in use provided permission is granted by the Human Resources Manager in advance and there is no additional cost to the Employer for such usage.

## **Article 6. MANAGEMENT RIGHTS**

The parties recognize the success and prosperity of the employees is directly dependent upon the success and prosperity of the Agency. The parties pledge that they will cooperate to obtain these goals by working together effectively and efficiently. The parties agree that this Agreement sets forth the only contractual restrictions on the management prerogatives of the Employer.

Except as specifically provided in this Agreement, the management and operation of the Agency rests exclusively with the Agency including, but not limited to the rights reserved to the Agency as follows:

1. to hire, promote, assign work;
2. to discipline;
3. to determine the amount of overtime required;
4. to establish and maintain reasonable standards of quality and performance;
5. to direct the workforce;
6. to require employees to observe reasonable Agency rules and regulations not inconsistent with the provisions of the Agreement;
7. to determine and fix the size of the workforce;
8. to control and regulate the use of all equipment and other property of the Agency;
9. to schedule;
10. to decide the services to be delivered and the methods of delivery including the means and processes thereof, provided, however, these rights shall not be exercised discriminatorily.

## **Article 7. EXISTING POLICIES AND NOTIFICATION TO UNION**

It is the policy of CFCS to develop and maintain a system of effective, written personnel policies. These policies are embodied in the Agency's Personnel Handbook.

The existing policies, general operating procedures, regulations and practices shall remain in full force and effect unless otherwise specifically abridged, modified or changed by way of this Agreement. In the event there is a conflict between Policies in the Personnel Handbook and provisions of this Agreement, the provisions of this Agreement shall prevail.

The Agency may create new policies that reflect the on-going operational needs of the organization, amend or modify the existing policies to reflect changes in the law, and or revise existing policies for clarification as approved by the Policy Council and the Board of Directors.

The Employer agrees to notify the Union in writing of any new policies and procedures or changes to existing policies and procedures affecting wages, hours or working conditions. Upon request of the Union, the Agency agrees to meet and confer over the impact of any changes as it relates to matters within the scope of bargaining.

## **Article 8. PROBATIONARY PERIOD**

### **8.1 Probationary Period**

All employees hired into job classifications covered by this Agreement shall serve an initial probationary period of one hundred and twenty (120) calendar days.

CFCS agrees that probationary employees shall be advised of their progress or any deficiencies on an ongoing basis during the probationary period. Additionally, employees shall be advised of any improvements that need to be made to the employee's performance. Employees shall be given a written notice of individual progress on or about the mid-point of the probationary period.

The Employer, at its option, can extend the probationary period for an additional thirty (30) calendar days upon written notice to the employee and the Union. Such written notice shall include the reason for the extension and identify areas of improvement the employee must make. Termination during or at the conclusion of the probationary period, including extensions, is not subject to the grievance procedure.

At the successful completion of their probationary period an employee will be considered a regular employee and shall not serve another probationary period unless he/she promotes to a higher job classification.

The probationary period shall be extended by the number of days the employee is absent from scheduled work while in the probationary status. This includes periods of Agency closure or Summer Breaks.

Initial probationary employees are eligible for paid benefits effective the first of the month following ninety (90) days of employment.

### **8.2 Promotional Probationary Period**

A promotion is defined as a change in classification to one of higher pay. An employee shall serve a ninety (90) calendar day probationary period in the new classification. If employee is unsuccessful in the promotional probationary period, the employee shall have reinstatement rights to their previous position if the position is open. If the position is not open, the Employee will be placed on a priority hiring list.

The probationary period shall be extended by the number of days the employee is absent from scheduled work while in the probationary status. This includes periods of Agency closure or Summer Breaks.

## **Article 9. HOURS OF WORK**

### **9.1 Hours of Work**

#### **9.1.1 Workweek**

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

### **9.1.2 Full-Time Employee Workweek**

The work week for regular full-time employees shall be Monday through Friday and eight (8) hours each day. The Employer reserves the right to establish a regularly scheduled alternate work week for Facilities Department employees. The Employer shall first meet and confer with the Union regarding the impact on employees.

### **9.1.3 Hours of Workweek (Drivers)**

The regular hours of work each day shall be consecutive with the exception of meal periods.

In the event the Employer needs to establish non-consecutive shifts for Van Driver classifications, the Union will be notified and the parties will meet and confer on the impact of the decision.

### **9.1.4 Work Schedule**

Employees shall be provided a work schedule at the time of hire and prior to the beginning of each Program year. Any change in an employee's schedule shall be made with prior written notice to the employee of not less than two (2) calendar weeks.

### **9.1.5 Classroom Preparation Time**

The time spent preparing a classroom, curricula and related materials shall be part of an employee's regular scheduled work day.

## **9.2 Break and Meal Periods**

Employees 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 work day. Such rest break shall be taken after two (2) hours of work, if possible.

Unpaid and free of duty, lunch breaks shall be scheduled in one-half or one hour increments based on operational needs. In the event an employee is required to work through a scheduled meal break, the employee will be compensated in accordance with the State law. If the employee is required to eat with the children, meals will be provided by the Employer.

Part-time employees scheduled to work six (6) or less consecutive hours during any work 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 CFCS.

## **9.3 Flexible Hours**

The Employer will make every reasonable effort to accommodate requests of employees who want a change in working hours due to hardship, childcare needs or to attend school to complete BA degree requirements in order to meet Head Start requirements while insuring that the site staffing needs are met and the program is not adversely affected. It is understood that in the event an employee is temporarily permitted to work fewer hours, such time is unpaid.

All such requests must be approved by the Employer and such decisions are not subject to the Grievance Procedure. However, the employee may request a separate review with the Executive Director or designee concerning denial of request for flexible hours.

In limited circumstances, CFCS may grant unpaid time for an employee to complete an AA degree program.

#### **9.4 Overtime**

Employees will be paid overtime compensation at the rate of one and one-half (1½) times their regular hourly rate for work in excess eight (8) hours per day or forty (40) hours per week. Employees are not permitted to work any hours beyond the regularly scheduled work day without prior authorization of the supervisor.

#### **9.5 Work Year by Program Option**

##### **9.5.1 Head Start – School Year Pre-School**

Employees in this Program Option work a minimum of one hundred twenty-eight (128) days and less than twelve (12) months per year. Program observes Winter and Spring Breaks but employees may elect to take unpaid leave during Winter and Spring Breaks and receive a check at end of school year for accrued but unpaid vacation leave hours. Some program years do not provide for a Spring Break.

##### **9.5.2 Full Day Year Round Head Start Pre-School and Early Head Start**

Employees in this Program Option are employed for twelve (12) months. The facilities and program may be closed up to a maximum of three (3) weeks per year in addition to the Winter Break. The employees may elect to take accrued paid vacation during Winter and Spring closures. In the event CFCS must close for more than two (2) weeks (plus Winter Break) due to lack of funding, changes in federal or state law or other operational concerns, the employees shall be considered laid off during such closures.

##### **9.5.3 California Child Care Alternative Payment Program (CCAPP)**

Employees in this Program work twelve months. The office is closed for Winter Break (up to a maximum of two weeks). Employees may elect to take accrued paid vacation during closure to remain in paid status.

### **Article 10. SENIORITY**

#### **10.1 Definition of Seniority**

For the purpose of this Agreement, seniority is defined as continuous time worked, measured in calendar days from original date of hire, except as otherwise provided herein.

#### **10.2 Updated Seniority Lists**

The Employer shall provide the Union with an accurate and updated seniority list within thirty (30) calendar days of the ratification of the Agreement, and on an annual basis thereafter not later than October 30<sup>th</sup> each year of this Agreement. For any employee hired into the bargaining unit after the annual notice period, the Employer shall provide the Union and the employee with the employee's hire date. Name and home address

information will also be supplied to the Union for service fee payers who fail to turn in an authorization card.

### ***10.3 New Employees and Employees in Acting Assignment***

New employees do not have seniority status during the initial (or extended) probationary period. At the end of the probationary period, seniority will date back to the initial date of employment in a position covered by this Agreement. A bargaining unit employee who serves in an Acting Appointment or in a temporary position outside the bargaining unit shall not lose accumulated seniority in accordance with this Article during such assignment.

### ***10.4 Breaks in Seniority***

Except as otherwise specifically provided in this Agreement, there shall be no deduction from seniority for any unpaid time off, which does not constitute a break in continuous service. Program breaks such as Winter Break and Summer Break do not constitute a break in continuous service. A break in continuous service shall occur in any of the following instances:

- Voluntary resignation
- Discharge
- Absence from work coupled with a failure to report such absence for a period of three (3) consecutive working days
- Failure to return from a period of approved leave of absence within three (3) working days of the conclusion of the approved leave period
- Failure to respond to recall from layoff notices in accordance with the terms of this Agreement
- Permanent assignment to a position outside the bargaining unit

### ***10.5 Tie in Seniority***

If the hire dates of two or more employees are the same date, their placement on the seniority list shall be determined by the following:

- Date first worked, and
- If tied, by application date.

Seniority shall apply as specified in separate sections of this Agreement.

## **Article 11. HIRING, ASSIGNMENTS, PROMOTIONS AND TRANSFERS**

### ***11.1 Hiring***

Overall qualifications for every position shall be determined by the Employer. These qualifications shall include consideration such as state or federally required education, skills, experience, training as well as other relevant factors such as personal skills and experience, interpersonal skills and work habits.

The Employer agrees to discuss and review hiring and interview concerns with the Union as part of the Joint Labor-Management Committee. The employer is committed to a fair

and transparent hiring and interviewing system that encourages the selection of the most qualified candidate for each position and rejects any form of favoritism.

All employees who meet minimum qualifications for a position and apply for a promotion shall be granted a job interview.

### ***11.2 Postings***

When a bargaining unit position is open the Employer shall post notice of vacancy in the CFCS central office and at all sites for five (5) business days. Position notice will include Program Option, classification, location, number of hours/days per week and number of weeks per year to be worked.

### ***11.3 Annual Notice to Employees***

Three weeks prior to the first day of each school year, all incumbent employees covered in this Agreement shall be given a written statement regarding their employment status. Newly hired employee shall be given their written employment status at the time of their employment. The statement shall include, but not be limited to, the following information:

Name, job title, hours of work, last date hired, hourly wage rate, program option and site assignment and the dates of employment specific to the program.

### ***11.4 Yearly Site Assignments (Site Assignments for Early Head Start, Head Start Full Year and School Year Pre-School Teaching Staff)***

#### ***11.4.1 Requests for Assignment***

Prior to the beginning of each program year (Fall), employees shall be offered an opportunity to remain at their current site or to request a new site assignment. During May or June of each year each employee shall submit request forms for assignments for the Fall.

#### ***11.4.2 Criteria for Selection***

Program Option needs, including Head Start Performance Standards, shall be the first priority in designating site assignments. CFCS shall consider employee preference along with skills, experience, length of service, education, training and job performance in placing employees at a site. Additionally, it is understood that the Employer is obligated to comply with Head Start mandated regulations in considering requests for assignment and therefore everyone may not be placed at their site of preference.

Examples of such regulations include level of education among teachers at each site and languages spoken by the children and families at each site.

Employees shall be notified of assignments as soon as possible after assignments are made but not less than three (3) weeks prior to the beginning of the Fall Program year. In the event an employee is not reassigned to their current site or not granted a transfer request from the May/June site assignment form/process of the employee will be contacted and given the reasons the employee's request could not be honored to the extent the information is not confidential.



The Employer decision in such cases is not subject to the grievance procedure. However, the employee may request a separate review by the Executive Director or designee of the denial of a request or placement at a site not requested.

### ***11.5 Voluntary Transfers (After start of program year)***

An employee may request a transfer to another position in the same classification within the bargaining unit at the time of a posting. The Employer agrees to consider transfer requests prior to hiring from the outside or promoting from within. The Employer decision in such cases is not subject to the grievance procedure. However, the employee may request a separate review by the Executive Director or designee of the denial of a request.

### ***11.6 Involuntary Transfers (After start of program year)***

Employees may be subject to involuntary transfer to another classroom or location due to fluctuations in workloads or production flow, more efficient utilization of personnel, increased career opportunities, employee disability accommodation and situations that may require temporary or permanent relocation.

Transfers shall be considered permanent, unless otherwise specified, in writing, at the time of the transfer

The Employer may ask for volunteers prior to the involuntary transfer of an employee. The Employer agrees that decisions to involuntarily transfer employees shall be for business purposes. Such a decision is subject to the grievance procedure. However, in such cases, the employee retains the burden to prove such a decision was arbitrary or capricious.

## **Article 12. DISCIPLINE AND DISCHARGE**

It is the policy of CFCS that any employee who violates any of the Agency's rules and regulations or standards of employee conduct and behavior shall be subject to disciplinary action, up to and including termination of employment.

The employer will utilize a progressive disciplinary approach to correct an employee's behavior or improve the employee's work performance but it is agreed that certain situations require immediate action and are not subject to a progressive disciplinary approach.

### ***12.1 Procedure Application***

#### ***12.1.1 Steps of Discipline***

- A. Oral Reprimand -Verbal Warning
- B. Written Reprimand - Written warning that is placed in the employee's official personnel file.
- C. Performance Improvement Plan - (PIP) -The employee is placed on a written critical evaluation plan for a specified period of time to allow for improved job performance and or conduct. The employee and their supervisor will meet during set intervals to review performance issues and the employee's compliance with the PIP. In the event the employee's performance or conduct

does not meet the requirements of the PIP, the employee will be subject to further disciplinary action up to and including termination.

- D. Suspension - The employee will be suspended without pay for a set period of time. The period of suspension will be based upon the severity of the employee's performance and or conduct. During the period of suspension, the employee will not accrue retirement benefits, vacation or seniority.
- E. Termination - The employee will be terminated from the employ of the Agency.

#### **12.1.2      *Discipline Documentation***

All disciplinary actions, except oral warnings, shall be given to the employee in writing. The employee must acknowledge receipt of the disciplinary document by signing the document but need not agree with its contents.

#### **12.1.3      *Discipline in Personnel File***

All disciplinary action will be maintained in the employee's official personnel file. Reprimands for minor offenses will not be considered in progressive disciplinary action(s) after twelve months, provided there has been no reoccurrence of the conduct that led to the reprimand.

#### **12.1.4      *Employee Right to Grieve Discipline***

The employee will be able to grieve the disciplinary action in accordance with the provisions of the Grievance Procedure of this Agreement.

#### **12.1.5      *Employee Right to Union Representation***

The employee has the right to Union representation at all levels of the disciplinary process. Written notice of any disciplinary action will be given to the employee, with a copy to the Union. Such notice will include the reason(s) for the disciplinary action and the nature of the disciplinary action imposed.

### **Article 13. PERSONNEL FILES**

The Employer shall maintain one official personnel file for each employee of CFCS. The personnel file shall reside in the Human Resources Manager's Office.

Upon request, the employee shall have a right to inspect their personnel file during business hours in the presence of a representative of the Employer. An employee may also sign a release to allow a representative of the Union to inspect the employee's personnel file in the presence of a representative of the Employer at a mutually convenient time. An employee or their authorized representative may obtain a copy of any document in the personnel file.

All records of disciplinary action will be maintained in the employee's personnel file in accordance with the provisions of the Discipline and Discharge section of this Agreement. An employee will be sent a copy of any disciplinary notation or negative documentation placed in their personnel file. Employees shall have the right to place a written rebuttal to any disciplinary action in their personnel file.

## **Article 14. WAGES AND PAY PROVISIONS**

### **14.1 Wages**

Upon hire, employees will be placed in a classification and pay scale as provided in Appendix A.

### **14.2 Wage Increases**

CFCS will meet with the Union each year to review federal mandates and funding particulars.

Upon Union ratification of this agreement, effective September 1, 2018, employees shall receive a 3.0% wage increase across the board, contingent upon parties' agreement of the following:

The California state minimum wage is currently projected to increase annually to a minimum of \$15.00 per hour, effective January 1<sup>st</sup>, 2022. Due to the potential impact on agency wages, the parties agree to meet and confer annually regarding minimum wage statutes and their impact on the agency's wages.

### **14.3 Salary Upon Promotion**

An Employee who is promoted will be placed at the entry step of the new classification. Employees hired at the entry step will be moved to the top step after one year of employment. Employees paid above scale shall not have their pay rate reduced as a result of a promotion.

### **14.4 Salary Upon Demotion**

An Employee who voluntarily demotes to a lower paid position will be placed at the top step of the lower paid classification.

### **14.5 Salary for New Hires**

A new hire will be placed at the entry level step of the classification. The Executive Director/designee may hire at top step based on the prior experience of the applicant and operational need. Employees hired at the entry step will be moved to the top step after one year of employment.

### **14.6 Out of Class Pay**

When an employee is assigned in writing to work temporarily in a position in a higher classification, the employee will be placed at the entry level salary of the higher classification position after performing such duties for one (1) week. The employee must assume the full range of duties for the higher classification. When the employee returns to their regular position the Employee's salary will revert back to the former salary step.

### **14.7 Salary Upon Transfer**

Employees transferred within same salary step will continue to receive their existing rate of pay.

## **14.8 Classification and Step Movement**

### **14.8.1 Pay Above Scale**

Employees paid above the minimum scale shall not have their pay reduced as a result of this Agreement.

### **14.8.2 Entry Level Early Head Start (EHS) Teacher Movement to EHS Teacher With AA Degree - Early Head Start Program**

Entry Level EHS Teachers shall be categorized as an EHS Teacher with an AA Degree upon provision of satisfactory proof of completion of the State Matrix criteria for an EHS Teacher with an AA Degree. The pay increase shall take place first of the following month. Employees paid above scale shall not have their pay rate reduced as a result of EHS Teacher certification.

### **14.8.3 Teacher Assistant Promotion to Teacher**

Teacher Assistants who currently possess or who qualify as a Teacher during the term of this Agreement shall be eligible to apply for open Teacher positions.

### **14.8.4 State Matrix Permit**

Employees are required to acquire and maintain State certifications as specified for their classification. Employees shall provide verification of receipt of State Matrix certification as soon as notified.

CFCS shall provide guidance to all employees regarding the application process for State Matrix permits and reimbursement procedures. In the event the employee is unable to secure reimbursement, employee may be reimbursed by CFCS upon verification of denial of outside reimbursement request.

## **14.9 Mileage Reimbursement**

Employees who are required to drive their own vehicles for Agency business shall be reimbursed for mileage at the IRS rate in accordance with Agency policy.

### **14.10 Shift Pay**

In the event CFCS decides to institute a swing shift for maintenance employees, the employer will provide three (3) months' notice to the Union. If a swing shift is instituted, CFCS, Inc. will provide an hourly shift differential of one dollar (\$1.00) an hour for all hours worked to any employee assigned swing shift. Swing shift is defined as any regularly scheduled shift that starts after three (3) pm. Such differential will not be paid on leave hours.

### **14.11 Lead Pay – Facilities Department**

CFCS, Inc., in its sole discretion, may assign Lead duties to one or more maintenance employee(s). Lead duties consist of:

- Insuring that work orders are followed
- Insuring that safety rules and procedures are followed
- Notifying manager of problems that occur during shift
- Assisting in training new employees
- Some minor record keeping

Lead duties do not include performance evaluations or discipline of other employees. The Lead may be asked for input regarding employee performance.

Lead duties shall be paid at fifty cents (\$0.50) per hour for all hours worked. Lead pay shall not be paid for leave hours.

#### ***14.12 Longevity Pay***

All employees with five (5) years of service or greater will receive an additional Ten Cents (\$.10) per hour. The pay scales will be modified to reflect the additional longevity step for each classification.

#### ***14.13 Incentive Pay for Possession of Bachelor's Degree***

All employees in the classifications listed below shall receive an additional Twenty-five Cents (\$.25) per hour increase for possession of a Bachelor's degree in a field designated by Head Start regulations. The pay scales will be modified to reflect the additional B.A. step for each classification: Teacher Assistant; Teacher; Early Head Start Teacher with an AA Degree and Family Advocate.

#### ***14.14 Facilities Weekend Overtime***

Child, Family and Community Services Inc. will rotate weekend overtime opportunities among all qualified staff. Overtime shall be assigned to volunteers who sign up for weekend duty. Once overtime is worked, the employee's name will be moved to the bottom of the list.

## **Article 15. HEALTH, DENTAL, LIFE and RETIREMENT BENEFITS**

### ***15.1 Plan Descriptions***

All benefits provided by the Employer 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 Employer's benefits. All summaries and communications both written and verbal shall be referred to as binding in cases of questions or disputes.

### ***15.2 Health, Dental and Vision Insurance***

#### ***15.2.1 Premium Payment***

Regular full-time employees will receive a monthly contribution toward the single coverage for medical, dental and vision coverage for each month in which the employee works a minimum of one full pay period. Regular part-time employees, who work twenty (20) hours or more per week, but less than full-time, will receive a prorated contribution for employee coverage based on the percentage of time regularly scheduled in relation to an employee who works full time. Employees may opt out of medical, dental and/or vision coverage.

Notwithstanding the above, employees working in the Full-time Part Year Program shall be entitled to medical coverage for the month of June during the term of this Agreement provided they work all regularly scheduled days in the month of June.

Employees shall be eligible for medical, dental and vision benefits effective the first of the month following ninety (90) days of employment.

#### **15.2.2      *Pre-Tax Deduction***

The employer agrees to provide for automatic pre-tax deduction of medical premiums.

#### **15.2.3      *Family Coverage***

For employees hired prior to January 1, 2009, the employer will provide \$76.74 toward the cost of one (1) dependent and \$138.14 toward the cost of two (2) or more dependents covered by Kaiser. There shall be no contribution for family or two-party coverage for employees hired after January 1, 2009.

#### **15.2.4      *Increases in Premiums***

Effective September 1, 2018, the employer will contribute up to a maximum of Six Hundred Forty Five Dollars (\$645.00) per month toward employee medical insurance health coverage.

In the event the cost of the medical premium exceeds the amount specified, the employee shall pay the difference.

#### **15.2.5      *Providers and Plan Design***

The Employer reserves the right to change medical plan providers and co-pays or plan design prior to open enrollment in order to reduce premium costs to the employer or employees. The Employer will meet with the Union to review such changes prior to implementation. Changes in plan design or co-pays shall be by mutual agreement.

#### **15.2.6      *Eligibility***

Employees shall be eligible for medical, dental and vision benefits effective the first of the month following ninety (90) days of employment.

#### **15.2.7      *Dental Plan Options***

CFCS fully pays for the employee cost of the existing dental plan through Delta Dental. Employees may cover dependents by payroll deduction.

#### **15.3      *Payment In-Lieu of Medical Coverage***

Employees covered under separate medical insurance coverage from another source may elect to have the Employer designated contribution of Two Hundred and Eighty (\$280.00) per month in cash or as contribution toward deferred compensation plan less any applicable taxes. New employees hired after June 1, 2005, who elect not to be covered by CFCS medical insurance, shall receive Eighty Dollars (\$80.00) per month.

#### **15.4      *Life Insurance***

The Employer will continue to provide life insurance in the amount of one times (1X) the employee's annual base salary up to a maximum salary of \$50,000 per year.

### ***15.5 Flexible Spending Benefit IRS 125 Plan***

Employer agrees to maintain the existing IRS 125 plan for pre-tax payment of medical/dental/vision premiums.

### ***15.6 Deferred Compensation 403(b) Plan***

CFCS will continue to offer a 403(b) Plan to employees. The Employer will contribute one (1%) percent for each one (1%) percent contributed by the employee up to a maximum of three (3%) percent. Employees may contribute additional monies on a pre-tax basis in accordance with the Plan document.

## **Article 16. PAID HOLIDAYS**

### ***16.1 Eligibility***

Full-time employees are eligible to receive their regular rate of pay for each observed holiday that falls within a month the employee is scheduled to work. Employees on unpaid leaves of absence are not eligible to receive holiday pay. Probationary employees are not eligible to receive holiday pay. However; probationary employees will be eligible to bank each holiday not paid during the probationary period. Any paid banked Personal/Floating holiday(s) shall be utilized during Program breaks.

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

### ***16.2 Part-Time Employees***

Part-time employees whose normal work-week schedules consist of at least twenty (20) hours per week are eligible to receive holiday pay on a prorated basis for holidays that fall within a scheduled work month. Part-time employees who are not scheduled to work on the holiday shall be paid for the holiday hours earned on the next paycheck or the employee may request paid time off within sixty (60) calendar days of the date the hours were accrued. The employee and the supervisor shall mutually agree to the requested time off within the time specified.

### ***16.3 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.

### ***16.4 Holidays During Vacation***

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

## **16.5 Holidays Observed**

New Years' Day  
Marin Luther King, Jr.'s Birthday  
Presidents' Day  
Cesar Chavez Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Years' Eve  
(2) Personal/Floating Holidays

Employees of CFCS, Inc. who are working for programs other than Head Start and Early Head Start shall observe the holidays on the days as the site where they are assigned. For example: employees in the Cal-Safe work sites shall observe holidays observed by employees of the County of Office of Education when the sites are closed for the children.

Employees of CFCS who are assigned to such sites shall receive the same number of holidays as those employees assigned to the Head Start programs. Each fall, CFCS will post the holiday schedule for such sites.

## **16.6 Personal/Floating Holidays**

Personal/Floating Holidays will not be approved if they conflict with staff training sessions, staff coverage or program operations. Personal/Floating holidays may not be cashed out, shall be utilized within the fiscal year (March 1<sup>st</sup> through February 28<sup>th</sup>) and shall not carry over to the following Program year. CFCS reserves the right to schedule one (1) of the two (2) floating holidays each calendar year based on when the holidays fall and program schedules.

# **Article 17. VACATION**

The Employer provides paid vacation to eligible employees in accordance with the guidelines detailed below.

## **17.1 Eligibility**

Vacation is available to full-time and part-time employees whose normal workweek consists of at least twenty-one (21) hours per week or greater. Employees must work at least one (1) pay period to be eligible to accrue vacation hours for that month. The vacation leave for part-time employees shall be pro-rated based on the number of hours and months they are regularly scheduled to work in relation to the number of hours a full-time twelve month employee works. Temporary and probationary employees are not eligible to receive vacation pay.



Employees begin to accrue vacation credits (hours) as soon as they are hired but cannot take vacation until successful completion of their probationary period.

### ***17.2 Vacation Accrual Schedule (Full-Time Twelve Month Employees):***

<u>Service Period</u>	<u>Paid Vacation</u>	<u>Accrual Rate</u>
0 – One Year	Six (6) days (48 hours)	half-day per month worked (4 hours per month)
After completion of One Year	Twelve (12) Days (96 hours)	one day per month worked (8 hours per month)
After completion of Ten Years	Eighteen (18) Days (144 hours)	1.5 day per month worked (12 hours per month)

### ***17.3 Vacation Accrual Cap for Full-Time Twelve Month Employees***

Employees shall accrue vacation up to the cap established by their service period and may request to be paid accrued vacation hours in accordance with CFCS policy. Employees shall receive regular reports of vacation accrual.

### ***17.4 Vacation Scheduling for Full-Time Twelve Month Employees***

Employees are encouraged to utilize all earned vacation within the Program Option year. Employees, to the extent possible, are requested to take vacation when children are not present subject to the approval of the employee's immediate supervisor.

Vacation requests shall be considered on a first come first serve basis. Vacation requests will not be approved when the dates requested conflict with staff training, staff coverage and program operational needs. Employees must submit their vacation requests to their immediate supervisor two weeks in advance for approval. Employees will be notified in writing within five work (5) days of approval or disapproval of the request.

If there is a conflict between two or more employee's vacation requests, seniority will determine which employee will be granted the vacation leave.

### ***17.5 Vacation Scheduling for Less Than Twelve Month Employees***

All school year employees (less than twelve month employees) must schedule vacation during breaks throughout the year and will be paid all remaining accrued hours at the end of each school year. Employees may request to be paid accrued vacation hours during the school year in accordance with CFCS policy. School term employees may not carry over vacation hours from one school year to the next. No school term employee may take vacation when children are present. Exceptions may be granted on a case by case basis for the employee to attend important family events such as weddings or graduations. The employee is expected to notify their supervisor well in advance of any request to attend such an event.

Employees may elect to take accrued vacation leave and remain in paid status during Winter Break.

## **Article 18. SICK LEAVE**

It is the policy of CFCS to provide paid sick leave for all eligible employees for the protection against undue financial loss in the event of illness or injury.

### **18.1 Accrual**

Full time employees will be entitled to paid sick leave at the rate of eight (8) hours per each month of employment or prorated for employees who are regularly scheduled to work less than forty (40) hours per week.

### **18.2 Maximum**

A maximum of thirty (30) days maybe accrued. The accrual for part-time employees is pro-rated in accordance with regularly scheduled hours. No additional sick leave will accrue until the sick leave balance drops below the cap.

### **18.3 Rate of Pay**

Pay for any day of sick leave shall be at the employee's regular rate of pay.

### **18.4 Usage**

An employee may use paid sick leave for his or her own medical condition, medical/dental appointments or scheduled medical appointments for covered family members as specified below. To the extent possible, all medical/dental appointments should be scheduled to avoid interference with the employee's work and to avoid the use of a substitute.

Additionally, sick leave may be used for the following reasons:

- a. Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- b. Preventive care for an employee or an employee's covered family member.
- c. For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

### **18.5 Work Status**

In order to be eligible to accrue sick leave, the employee must be in paid status a minimum of one full pay period of the month.

### **18.6 Probationary Employees**

New employees hired on an initial probationary status shall accrue sick leave beginning on the first day of employment; however, they will not be entitled to utilize paid sick leave until the first of the month following ninety (90) days of employment.

### **18.7 Request for Verification**

When an employee has been out sick for a period of three (3) consecutive days or when a pattern of potential abuse of leave is established, the employer has the right to request a doctor's certification of illness or injury subject to the confidentiality provisions of the Health Insurance Portability and Accountability Act (HIPAA).

Employees should be notified in advance of their return to work following any absence of the need to provide a doctor's certificate except where verification may be requested by the employer pursuant to the various State and Federal medical leave laws.

### ***18.8 Termination of Employment***

Accrued sick leave shall not be paid at termination of employment.

### ***18.9 Fitness for Duty Exam***

The employer may require an employee to undergo a "Fitness for Duty" examination to determine if the employee is physically and mentally capable of performing the employee's assigned job duties.

Such employees shall be paid by the employer for their time and all costs of the examination shall be paid by the employer. CFCS is not entitled to confidential medical information unless the employee voluntarily signs a release of information. CFCS will only be informed that the employee is or is not "Fit for Duty".

## **Article 19. OTHER LEAVES**

The Employer realizes that employees may require a leave of absence from work due to events that take place during an employee's tenure of employment. The following types of leave of absence are recognized by the Employer.

### ***19.1 Bereavement Leave***

An employee may be granted up to three (3) days of paid leave due to the death of an immediate family member and up to five (5) days if the employee must travel in excess of 300 miles. An immediate family member is defined as parent, spouse/domestic partner, child, brother, sister, father-in-law, mother-in-law, parent of domestic partner, grandparent or grandchild, a person serving in the role of parent ("in loco parentis"), or any other relative living in the employee's household. An employee will be entitled to utilize additional days from their accrued sick leave or vacation in conjunction with their paid bereavement leave if necessary to accommodate travel requirements or attend to family business, subject to the approval of the Executive Director or designee.

### ***19.2 Jury Duty***

An employee is granted up to ten (10) work days of jury duty leave per calendar year. If an employee receives a summons for jury duty, the employee must notify their immediate supervisor. The employee is required to return to work during periods he/she is excused from appearing in court. The employee is required to submit documentation of time served on a jury and the amount of compensation received. The employer will be reimbursed for all jury fee paid to the employee other than transportation and parking.

### ***19.3 Workers' Compensation Disability Leave***

Workers' Compensation Leave is provided for employees in case of work-related injury or illness. Accrued sick leave and vacation shall be utilized to supplement the temporary disability payments in order to maintain the employee in fully paid status until such leave

balances are exhausted. Payment of health care premiums shall be paid in accordance with the provisions of the Family Medical Leave Act.

#### ***19.4 Family Medical Leave Act/California Family Rights Act***

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

Additionally, employees with five (5) years of continuous service are entitled to extend a FMLA leave beyond the time provided by law for thirty (30) calendar days. Such leave shall be unpaid. All paid leaves shall have been exhausted before unpaid leave may be granted.

At the conclusion of the thirty (30) calendar days extended FMLA leave, an employee with five (5) years continuous service may request additional unpaid FMLA leave up to a maximum of an additional sixty (60) calendar days. However, in such cases, the employee will be laid off and placed on the priority recall list and shall be recalled to work in accordance with Article 21.5. of this Agreement.

#### ***19.5 Pregnancy Disability Leave***

Employees who are disabled because of pregnancy are entitled to pregnancy disability leave in accordance with State and Federal Law.

#### ***19.6 Military Leave of Absence***

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

#### ***19.7 Personal Leave***

Employees may be granted a leave of absence without pay upon the written request of the employee if approved by the Executive Director. The Executive Director will determine if the personal leave is approved based on the operational needs of the Employer. Personal leave shall not exceed twenty (20) work calendar days per year.

#### ***19.8 Paid Family Leave***

Employees are entitled to take Paid Family Leave pursuant to State law. Paid Family Leave runs concurrent with Family Medical Leave and California Family Rights Leave. Eligible employees must utilize one (1) week of available paid leave prior to utilizing Paid Family Leave. Paid Family Leave benefits shall be integrated with all other paid leaves provided by this Agreement.

#### ***19.9 Parental Leave for School Visits***

Employees who are parents, guardians, or grandparents who have custody of one or more school age children (kindergarten through 12 grade) may take up to forty (40) hours each school year, but not more than eight (8) hours per month, to participate in activities of the school for each child. Employees must give reasonable notice of such requests at

least 10 days in advance. This time shall be noted on the time sheet as “personal unpaid” entered into the comments section. Employees will have the option to use existing vacation time, or their floating holiday in lieu of taking the time unpaid.

### ***19.10 Catastrophic Leave***

It is the policy of CFCS to help provide protection for employees against undue financial hardship due to an employee’s catastrophic illness or injury. To that end, employees are permitted to transfer up to forty (40) hours of their accrued unused vacation time or personal/floating holiday(s) to another CFCS employee in need of assistance. The donor employee must retain a minimum of no less than eighty (80) hours balance remaining after the donation.

#### ***19.10.1 Catastrophic Leave Definition***

Catastrophic illness or injury is defined as a critical medical condition or a long term major physical impairment or disability which prevents the employee from being able to work and the employee has depleted all of the employee’s paid leave accruals.

#### ***19.10.2 Employee Eligibility For Donations***

An employee may be eligible to receive donations of accrued vacation leave or personal /floating holidays if he or she has suffered a catastrophic illness or injury which prevents the employee from being able to work.

#### ***19.10.3 Immediate Family Member Eligibility For Donations***

An employee may also donate their accrued vacation to another CFCS employee who requires additional paid leave to care for a critically ill immediate family member. Immediate family member is defined as parent, child, spouse/domestic partner or child of domestic partner. In such cases, the employee caring for a critically ill immediate family member may utilize all of the employee’s sick leave accrual.

All donated vacation must be in increments of at least half days (four (4) hours) and once donated, the donation is irrevocable.

A form must be signed by the employee donating the vacation hours to the other employee on a Catastrophic Leave Request Form and must be approved by the Human Resources Manager in advance of such transfer of vacation hours.

All Catastrophic Leave requests are subject to the confidentiality provisions of the Health Insurance Portability Act (HIPAA) and shall remain confidential.

#### ***19.10.4 Donation of Sick Leave***

Employees may donate accrued sick leave to an eligible employee subject to the approval of the Executive Director/designee.

### ***19.11 Leave Administration***

When possible, requests for leave of absence shall be made to the Executive Director thirty (30) days prior to the commencement of the leave period, or as soon as practicable.

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 considered to have voluntarily terminated employment. Employees on leave shall report any change in their status as soon as possible.

The Employer will provide health insurance and other benefits to employees on leave as required by law. In some instances, the employee may be required to pay for the maintenance of benefits. Benefits that accrue according to length of service, such as paid vacation, holiday, sick days, do not accrue during a period of unpaid leave in excess of thirty (30) calendar days.

## **Article 20. REDUCTION IN WORK AND RECALL**

### ***20.1 Reduction in Work (Lay-Off)***

Reduction in force or layoffs shall be for a lack of work or a lack of funds within classification within program option for all employees.

For purposes of reduction in force (layoff), displacement and recall of a laid off employee, seniority, as in length of continuous service with CFCS shall be the determining factor provided the employee meets the requirements of Head Start regulations and the position and the employee is not immediately involved in a progressive disciplinary process.

Categories of employees to be laid off within an affected classification and within a Program Option shall be On Call Substitutes, Temporary employees, Probationary employees and Regular employees, in that order.

The Employer retains the right to determine the requirements of positions to be retained versus positions to be subject to layoff. The decision will be based upon operational/program needs (for example: bilingual ability or Head Start mandated education and/or training).

### ***20.2 Pay Off of Leave Balances***

Accrued vacation pay will be paid at the time of layoff if the layoff is expected to exceed two weeks.

### ***20.3 Layoff Notice***

The Employer will strive to give employees as much notice as possible prior to the layoff. The Agency shall either pay the employee or provide a written notice to the employee fifteen (15) calendar days prior to the layoff with a copy to the Union.

Upon request of the Union, the Employer will meet with the Union to consider alternatives to layoff.

### ***20.4 Bumping or Displacement Rights***

Employees subject to lay-off can bump/displace into vacant positions first within their own program option and then can bump/displace into other program options provided the employee meets the minimum requirements of the classification within the program.

## **20.5 Recall**

Employees laid off under this provision will be placed on the Priority Hiring list for a period of one (1) year from the date of layoff.

If the employee is recalled, the employee will have a maximum of ten (10) calendar days from the postmark date of the recall letter to return to work. Failure to respond to the Employer or return to work within the timeframe specified will cause the employee's name to be removed from the Priority Hiring list.

It is the employee's responsibility to provide a written updated current address and telephone number to the Human Resources Department.

Employees on Priority Hiring list will be recalled in seniority order as positions become available in their classification. Employees on Priority Hiring list will be recalled in seniority order for openings in other Program Options provided the employee possesses the minimum qualifications for the openings. Employees recalled to work shall continue eligibility for benefits as if there was no break in service.

## **Article 21. GRIEVANCE PROCEDURE**

CFCS and the Union agree that the employees, the Union and the management of CFCS must work together cooperatively to resolve issues in a timely manner with the best interests of the children and parents in mind. The parties will endeavor to resolve all grievances at the earliest possible step of this grievance procedure.

### **21.1 Grievance Definition**

A grievance is a claim by an employee or the Union that the Agency has violated an express provision of this Collective Bargaining Agreement or an appeal of a disciplinary action.

### **21.2 Representation**

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

### **21.3 Time lines**

Any grievance that is not filed or processed within the timelines specified in this procedure shall be considered withdrawn. In the event the employer fails to respond to the grievance the union may move the grievance to the following step. The parties may mutually agree to extend the time frames at any step of the procedure.

### **21.4 Process**

#### **21.4.1 Step 1 - Oral Complaint to Supervisor**

The first step is for the employee to arrange a meeting with their immediate supervisor. All meetings must be requested within ten (10) business days of the incident or when the employees reasonably should have been aware of the problem. The supervisor will arrange a meeting within ten (10) 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 ten (10) business days of the meeting.

#### **21.4.2      *Step 2 - Written Grievance***

If the problem is not satisfactorily resolved in Step 1, the grievance shall be presented in writing to the Human Resources Manager, with a copy to the appropriate department Director within ten (10) 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 the issue, and the requested remedy. Within ten (10) business days the Human Resources Manager shall schedule a meeting with the Union to discuss the grievance. The Human Resources Manager or designee will then issue a response within ten (10) business days following the meeting. Written reprimands are not subject to appeal beyond Step 2.

#### **21.4.3      *Step 3 - Written Appeal to Executive Director***

If the problem is not satisfactorily resolved in Step 2, the employee, or their representative may appeal the decision to the next step within ten (10) business days of the Human Resources Manager's decision. The written grievance will be submitted to the Executive Director. Within ten (10) business days of receipt of the grievance, the Executive Director or designee will schedule a meeting to hear the grievance. The meeting will be scheduled within twenty (20) business days of receipt of 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 procedures may be waived by mutual agreement between the Union and the Agency. Disciplinary transfers are not subject to appeal beyond Step 3.

#### **21.4.4      *Step 4 - Mediation***

If the problem is not satisfactorily resolved in Step 3, then the issue shall be submitted to mediation. The mediator shall be from either the State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service.

#### **21.4.5      *Step 5 – Binding Arbitration***

If the parties do not reach a mediated resolution, either party may request that the issue be sent to arbitration within twenty (20) business days of the last agreed-upon mediation session. The parties may agree to select an arbitrator by mutual agreement or request a list through the State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service. The decision of the Arbitrator shall be binding upon the parties. The arbitrator shall have no power to amend or modify the terms of this Agreement. The cost of the arbitrator shall be borne equally between the parties. In the event a court reporter is requested, the cost shall be paid by the requesting party.

## **Article 22. MISCELLANEOUS**

### **22.1 *Subcontracting***

It is understood that Employer currently subcontracts work also performed by bargaining unit members. The Employer agree to notify the Union at least thirty (30) days in advance of any intent to subcontract work that is currently performed by bargaining unit members and which will result in a layoff of members of the bargaining unit and will meet and confer regarding the impact on such employees.



In addition and at the request of the Union the Employer will meet to discuss the business operational reasons for the subcontract and is willing to discuss and consider alternatives to subcontracting.

### **22.2 Successor Clause**

In the event the Child, Family and Children Services, Inc. grant or funding is terminated in part or in whole, the Employer shall notify the Union within five (5) days of receipt of notice of grant termination or modification. The Employer agrees to meet and confer at the request of the Union regarding the impact of the grant termination.

### **22.3 No Strike/No Lock Out**

The Union, the Employer and its employees recognize the vital nature of the work performed and the duty to provide continuous service to its clients.

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

The Employer agrees not to lock out its employees or any group of employees during the term of this Agreement.

## **Article 23. TERMS of AGREEMENT**

### **23.1 Zipper Clause**

This Agreement shall take precedence over any personnel policy or procedure that conflict with the provisions of this Agreement. In addition, any and all purported past practices shall be superseded by this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with respect to all matters within the scope of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. The Union and Employer waive the right and agree that neither party shall be obligated to bargain collectively with respect to any not embodied within this Agreement except where specifically so stated. However, nothing herein shall prohibit the parties from changing the terms of the Agreement by mutual agreement.

### **23.2 Savings Clause**

If any provision of this Agreement shall be held invalid by passage of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

### **23.3 Term**

This Agreement shall be effective from April 1, 2018 and shall remain in full force and effect to and including March 31, 2021, and shall continue thereafter from year to year unless at least sixty (60) days prior to the first day of April of any subsequent year, either


party shall file written notice with the other of its desire to amend, modify or terminate this Agreement.

### 23.3.1 Agreement Re-Opener

During the term of this Agreement the parties shall institute economic re-openers effective March 2019 and March 2020.

#### Child, Family and Community Services, Inc.


By   
Stacie Williams, Acting Executive Director

By   
Laura Ma, Human Resources Manager


By   
Natasha Hall-Sevilla,

By   
M. Fran Buchanan, CFCS Negotiator


#### SEIU Local 1021

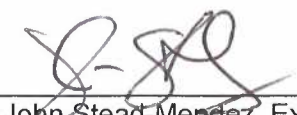
By   
Julio Corral, Field Representative

By   
Jeannette Santos

By   
Antjuanette Carter

By   
Hilda Lopez

By   
Peter Masiak, East Bay Director

By   
John Stead-Mendez, Executive Director

## APPENDIX A

### WAGES

#### Minimum Salary For Employees Hired After Adoption Of This Agreement

**Child, Family and Community Services, Inc.**

**SEIU, Local 1021—Salaries Retroactive to 03-01-2018**

Incorporates 2.6% COLA effective 03-01-2018\*

Incorporates 3.0% COLA effective 09-01-2018\*\*

JOB TITLE	3/1/2018*		9/1/2018**	
	ENTRY STEP	TOP STEP	ENTRY STEP	TOP STEP
Case Specialist (CCCAPP)	\$17.50	\$19.52	\$18.03	\$20.10
Classroom Aide	\$11.29	\$11.79	\$11.62	\$12.14
Custodian	\$12.16	\$12.65	\$12.53	\$13.03
EHS Teacher	\$13.07	\$13.55	\$13.46	\$13.95
EHS Teacher ( A.A.)	\$17.50	\$18.25	\$18.03	\$18.80
Family Advocate	\$17.50	\$19.52	\$18.03	\$20.10
Head Teacher	\$22.15	\$24.26	\$22.82	\$24.99
Home Based Visitor - Teacher	\$13.07	\$13.55	\$13.46	\$13.95
Home Based Visitor - Teacher (A.A.)	\$17.50	\$18.25	\$18.03	\$18.80
Kitchen Assistant	\$11.06	\$11.48	\$11.39	\$11.82
Provider Payment Specialist (CCCAPP)	\$15.90	\$16.60	\$16.37	\$17.10
Site Supervisor/Teacher	\$22.15	\$24.26	\$22.82	\$24.99
Teacher Assistant	\$13.07	\$13.55	\$13.46	\$13.95
Van Driver	\$13.78	\$14.35	\$14.19	\$14.78

- Employees with five (5) or more years of employment with CFCS will receive an additional 10¢ per hour.
- Teachers and Family Advocates with B.A. Degrees will receive an additional 25¢ per hour. All degrees must meet employment requirements for position.
- Employees in the Head Teacher and Site Supervisor/Teacher positions do not receive the 25¢ per hour B.A. differential.

\*\* Payable September, 2018

## **APPENDIX B**

### ***JOINT LABOR MANAGEMENT COMMITTEE***

CFCS and SEIU Local 1021 agree that it is in the best interest of the children, parents, employees and management to foster a cooperative labor management relationship. To that end, the parties agree to participate in a Joint Labor Management Committee which shall operate under the following ground rules:

- The Union may select a total of five (5) 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.
- Management may select an equal number of participants.
- Meetings shall be scheduled at mutually agreeable times and places and shall be limited to no more than four meeting per year, unless there is a mutual agreement for additional meetings.
- At the first meeting each fall, a Chair and Secretary will be selected. The Secretary will keep the minutes which will be shared with all Joint Labor-Management Committee members once the minutes are approved by the entire committee. In addition, the members of the committee shall establish ground rules for the Committee.
- Agendas will be established in advance and provided to the members of the Labor Management Committee two weeks prior to the scheduled meeting. Only those items on the agenda will be discussed. Additional items may be placed on the agenda only upon mutual agreement of the parties. Each party may place items on the agenda for discussion.
- Subject matters for appropriate agenda items shall include, but not be limited to the following: Health and Safety issues, Quality Assurance issues, funding and program updates, Personnel Policy and Procedure updates and other operational issues and items as may be of interest to both parties. Grievances, disciplinary actions or matters subject to collective bargaining are inappropriate and shall not be the subject of the Labor-Management Committee.
- Issues pertaining to employee training, education and conferences will be subject to discussions during the Joint Labor Management Committee Meetings. Any mutually agreed upon Policy shall be distributed to all employees for uniform implementation.

## **APPENDIX C**

### ***DEFINITIONS***

#### **Terminology**

##### **Program Option:**

Separate program set by funding source. Length of day and year varies from program to program along with staff requirements and regulations/restrictions. Current examples are: Head Start- Partial Year Pre-School; Full Day Year Round-Early Head Start; Full Day Year Round-Pre-School; and CCCAP-Alternate Payment Program.

##### **Site Assignment:**

Initial site and classroom assignment at beginning of each school year for employees in Head Start School Year, Year Round Pre-School Option and Early Head Start Program Option.

##### **Transfer within Program Option:**

Movement from a position in one classification to another position in the same classification within the same program option (i.e. Cal Safe-Early Head Start vs. Full Day Year Round-Early Head Start).

##### **Transfer between Program Options:**

Movement from one position in one Program Option to another position in same or similar classification in different Program Option. (Ex: Move from Teacher in Head Start School Year-Pre-School to Teacher in Full Day Year Round-Pre-School. Involves changes in days and length of program year.)

##### **Promotion:**

Movement to higher paying classification.

##### **Demotion:**

Downward movement to a lower paying classification.

##### **Internal Hiring:**

Position only opens to existing employees.

##### **Open Hiring:**

Position opens to employee and general public.

##### **Winter Break:**

The two week Winter Break is a program hiatus for attending children. All employees do not have a scheduled Winter Break.

##### **Head Start/Early Head Start Funded:**

Employee's position is funded through the Head Start or Early Head Start grant.

##### **Other Grant Funded:**

Employee's position is funded through other funding sources (not Head Start).

**Combine Funded:**

Employee's position is funded through more than one funding source such as Early Head Start and Full Day year Round Early Head Start.

**Priority Hiring List:**

In event an employee is laid off due to lack of work or lack of funds the employee will be placed on Priority Hiring list.

**Categories of Employees****Regular Full-Time:**

Employed forty (40) hours per week and a minimum of nine and one-half (9 ½) months per year. Full benefits and leave eligibility (for months employed) and covered by the labor Agreement.

**Regular Part-Time:**

Employed not less than twenty (20) hours per week and up to forty (40) hours per week at least nine and one-half (9 1/2) months per year. Prorated medical eligibility (for months employed) and pro-rated leave accrual based on regularly scheduled hours. Covered by the Labor Agreement.

**Part-Time Employee:**

Employed less than twenty (20) hours per week at least nine and one-half (9 1/2) months per year. Not eligible for Employer provided medical/dental benefits or retirement benefits. Eligible for pro-rated leave accrual based on regularly scheduled hours. Covered by the Labor Agreement.

**On Call Substitute:**

Is employed by CFCS on an intermittent basis to fill in for a position occupied by an incumbent employee. No guarantee of hours or days. Not eligible for benefits and not covered by the Labor Agreement.

**Temporary:**

May be employed by CFCS or temporary services agency to perform bargaining unit work. Temporary employees shall not be retained beyond ninety (90) calendar days except when the temporary employee is replacing a bargaining unit employee on approved leave of absence (example: maternity or disability leave). In such cases the temporary employee may be employed the length of the approved leave but in no circumstances shall a temporary be retained beyond 120 calendar days. Not covered by the Labor Agreement.

**Contract/Consultant Work:**

Employee hired for time specific project funded through outside grant funding. The employee may perform limited bargaining unit work. Employees are not covered by Collective Bargaining Agreement.

### **Examples of CFCS Programs**

*From time to time, CFCS may add new programs or close existing programs. In such event, CFCS, Inc. shall notify the Union and upon request, meet and confer over the impact on the employees.*

#### **Head Start- School Year Pre-School:**

Head Start Program option serving children (ages 3-5) a minimum of one hundred twenty-eight (128) days and less than twelve (12) months or as provided in Head Start Regulations.

#### **Full Day Year Round-Pre-School:**

Head Start Program Option serving children (ages 3-5) throughout twelve (12) month year or as provided in Head Start Regulations.

#### **Full Day Year Round - Early Head Start:**

Head Start Program option serving children who are 0-3 years old throughout twelve (12) month year or as provided in Head Start Regulations.

#### **CCC Alternative Payment Program:**

Alternative Payment Program serves children ages 0-13 years old throughout twelve (12) month year.

**CHILD, FAMILY and COMMUNITY SERVICES, Inc.**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

**SIDE LETTER of AGREEMENT**

**Pilot Program – Institute Classroom Aide Position**

Effective November 25, 2014 Child, Family and Community Services, Inc. (CFCS) and Service Employees International Union, Local 1021 entered into an agreement to institute a pilot program adding a Classroom Aide Position. The parties agreed on the following terms and conditions:

- The position will be posted and filled as soon as possible following execution of this Side Letter of Agreement.
  - The Employer expects to hire 2 to 4 part-time employees in the position.
  - Part-time shall mean 4 to 5 hours per day.
  - Employees shall be eligible for benefits if they work qualifying hours.
  - The position will be paid \$10.35 per hour.
  - The job requirements shall be as described in the Classroom Aide Job Description (Attached and incorporated by reference into this Side Letter). The position shall also be subject to the Teacher Aide Qualifications and Qualifying Staff - Infant Ratios as provided by Community Care Licensing. The Teacher Aide position will be included with the ratios as needed with a qualifying Teacher and/or Supervisor.
- **101416.3 INFANT CARE AIDE QUALIFICATION AND DUTIES**  
An aide must work under the supervision of the director or a fully qualified teacher, except when observing sleeping infants.  
Aides shall participate in an on-the job training program.  
An aide shall provide direct care and supervision to infants.
  - **101416.5 STAFF-INFANT RATIO**  
There shall be a ratio of one teacher to every four infants.  
An aide may be substituted for a teacher if there is a fully qualified teacher directly supervising no more than 12 infants.  
There shall be one staff visually observing no more than 12 sleeping infants, as long as additional staff are available at the center to meet the above ratios when necessary.
  - **101417 TODDLER COMPONENT IN AN INFANT CARE CENTER**  
Licenses serving infants may create a special program component for children between 10 and 30 months.



**CHILD, FAMILY and COMMUNITY SERVICES, Inc.**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

**SIDE LETTER of AGREEMENT**

A ratio of one teacher for every 6 toddlers is required.

An aide participating in on-the job training can substitute for a teacher when directly supervised by a fully qualified teacher.

- The term of this Pilot Program shall become effective upon execution of this Side Letter and extend for at least six (6) months.
- The Employer shall evaluate the effectiveness of this Pilot Program over the six month term and notify the Union of whether the Program will be extended or ended no less than thirty (30) days prior to the expiration of the term.

**Child, Family and Community  
Services, Inc.**

**SEIU Local 1021**

By Kene Deshay

By Aquonite Buggs

By P. Juan Buchanan

By Jannette Santos

Date: January 20, 2015

Date \_\_\_\_\_

