

**Agreement Between**

**Community Action Partnership of Sonoma County  
Head Start**

**and**

**Service Employees International Union  
Local 1021**

**Term of Contract**

**March 1, 2012 to February 28, 2015**

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**ARTICLE 1: PREAMBLE**

This agreement is entered into by Community Action Partnership of Sonoma County and Local 1021, Service Employees International Union, herein referred to as Union.

Both parties are committed to the following philosophy:

The purpose of Community Action Partnership of Sonoma County is to partner with low income families and individuals to help them achieve economic and social stability, to build community, and to advocate for social and economic justice.

The agency - Board members, employees, and volunteers - accomplish this purpose by building relationships with clients and communities, embracing diversity, advocating for change in public policy, partnering with other organizations, and ensuring the participation of low income persons in the development and implementation of programs and projects.

It is the purpose of this agreement to support the above philosophy while maintaining harmonious relations between Community Action Partnership of Sonoma County and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and conditions of employment.

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 unit.

Teachers I & II, Teacher II/EHS Primary Care Giver, Family Outreach Workers, Language Resource Aides, Site Assistants, Full Inclusion Aides, Bus Drivers, Lead Cook, Cooks, Food Service Delivery Drivers, Administrative Assistant, Admin Assistant/Translator, Family/Health Service Assistants, EHS Classroom Assistant.

All other employees of the Employer are excluded from the bargaining unit. New positions will be placed in the bargaining unit as appropriate. If no agreement can be reached regarding the appropriate placement of new positions, the matter will be submitted to the NLRB for unit clarification.

2.2

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

2.3

The Employer shall notify the Union at least thirty (30) calendar days in advance of any reduction of hours by the Employer of a bargaining unit position, and shall negotiate regarding the effect of such reduction.

**ARTICLE 3:           EXISTING POLICIES**

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.

**ARTICLE 4:           MANAGEMENT RIGHTS**

The agency retains all rights not expressly abridged by this contract and applicable laws and other regulations, including the grievance procedure herein. These rights shall include, but are not limited to, the exclusive right to: a) direct, supervise, hire, promote, evaluate, suspend, discipline, discharge, transfer, assign, schedule and retain employees; b) dismiss employees due to lack of work, lack of funds, or abolishment of position; c) determine services to be rendered, operations to be performed, utilization of technology, work and productivity standards, and methods of work to be performed; d) determine the mission of the Agency, its organization, the number of employees, appropriate job classifications and all budgetary matters; e) maintain and improve the efficiency and effectiveness of the Agency operations and f) take any necessary actions to carry out its mission in situations of emergency.

**ARTICLE 5:           UNION SECURITY**

5.1

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 a shop steward to provide a new hire orientation to distribute the Union's new member packet and answer any questions about the Union. This time shall take no more than fifteen (15) minutes. The steward will obtain approval of the supervisor as to the scheduling of the orientation.

5.2

Employees who join the Union shall pay dues in accordance with Articles 5.3 and 5.4.

5.3

Upon receipt of a written check off authorization from an employee covered by this agreement, the Employer will, on a semimonthly basis, deduct from the pay of such employee a sum equal to that employee's union membership dues. Dues for that period shall be forwarded to the Union monthly.

5.4

Every employee covered by this Agreement, who on the effective date of this Agreement is a member of SEIU, and each employee who becomes a member after that day, shall maintain his/her membership in SEIU and pay dues accordingly. An employee who is a member of SEIU shall have the right to terminate her/his membership within a period of thirty (30) days immediately prior to and thirty (30) days immediately following the expiration of this Agreement.

5.5

SEIU shall indemnify, defend and hold the Employer harmless from any claims made of any nature or any lawsuit instituted against the Employer arising from the Employer's actions pursuant to its obligations contained in this Article. At Employer's request, the Union shall pay for the cost of legal representation to the Employer, for the attorney of the Employer's choice in any litigation contesting in any way the validity of the provisions of this Article, and shall pay court costs and other expense related thereto.

**Article 6: AGENCY FEE**

As a condition of employment, all employees covered by this Agreement shall, thirty-one (31) days after the date of execution of this Agreement, or, in the case of new employees, thirty (30) days after date of hiring, shall pay a membership fee to the Union. If an employee does not make application for membership within thirty (30) days of the effective date of this Section or thirty (30) days of the commencement of assigned duties, employee shall pay an "agency fee" to the Union. To accomplish this, the employee will be asked to prepare an application card. If the employee refuses to complete an application card, the default option shall be an automatic enrollment as an agency fee payer.

No employee shall be obligated to pay dues to the Union until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit. CAP Sonoma shall notify the Union of new bargaining unit employees, within thirty (30) calendar days of the date the employee is hired.

CAP Sonoma shall transfer all funds collected to the Union as soon as reasonably possible following the close of CAP Sonoma's financial records for the month in which the deductions were taken.

The Union shall be responsible for providing employees with membership applications and dues authorizations, and shall forward such applications and authorizations to CAP Sonoma. CAP Sonoma shall retain \$.30 per month for each employee for which it is authorized to take deduction to cover its administrative costs.

It is recognized that the Union, as exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Agreement.

**6.1. Religious Objectors**

Any employee who is a member of a bona fide religion, body, or sect that has traditionally held conscientious objections to joining or financially supporting labor unions shall not be required to join or financially support such organization. Employees claiming religious objector status must provide acceptable proof of membership to CAP Sonoma and the Union. Such employee shall, in lieu of periodic dues or agency fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c)(3), of the Internal Revenue Code. Charitable funds designated by the parties hereto are as follows:

- |  |                          |
|--|--------------------------|
| Southwest Children's Health Clinic       | Redwood Empire Food Bank |
| DAAC (Drug & Alcohol Alternative Center) | Graton Day Labor Center  |

Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to SEIU Local 1021.

**6.2. Indemnity/Hold Harmless**

The Union agrees to indemnify and hold CAP Sonoma harmless against any and all liabilities (including reasonable and necessary costs of litigation) arising from any and all claims, demands, suits, or other actions relating to CAP Sonoma's compliance or attempted compliance with either this Article or the requests of the Union pursuant to this Article, or relating to the conduct of the Union in administering this Article. Any underpayments to the Union resulting from CAP

Sonoma's failure to make a required deduction shall be remedied by additional deductions from the affected member(s).

**ARTICLE 7: UNION STEWARDS AND REPRESENTATION**

7.1

The Union shall notify the Employer in writing of those employees designated as Union Stewards and any subsequent changes. No more than nine (9) employees shall be designated as Stewards.

7.2

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. Representation by a union steward shall be conducted and paid as work time, not to exceed an aggregate of seven (7) hours per month.

7.3

Community Action Partnership of Sonoma County will furnish adequate bulletin board space - Bulletin boards shall be located in a place mutually agreed upon by Community Action Partnership of Sonoma County Head Start and the Union for each center. In the event the parties cannot find a reasonable space, a clip board or binder will be provided, and shall be out of plain view of the public. All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Union. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Union.

7.4

Subsequent to notifying the Human Resources Director 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 6.2, without the approval of his/her supervisor or other authorized management. Such release will not be capriciously denied.

7.5

Upon Union's request, Community Action Partnership of Sonoma County Head Start may provide meeting space at the central office location outside working hours, provided such space is available and Union comply with all rules and policies. Request for use of facilities shall be made in advance and will indicate the date, time, and general purpose of the meeting and facilities needed. Rest breaks and lunch periods are not to be considered within working hours for the purpose of this Section.

7.6

The Union shall be permitted to utilize the agency's internal snail mail system after complying with the following requirements:

- All information must be deemed non-derogatory in nature.
- All information must contain an SEIU Local 1021's logo.
- All information must be submitted to Community Action Partnership of Sonoma County's Director of Human Resources at least three (3) business days prior to return. If

the HR Director is absent during this 3 day time period, the Head Start Director or the Executive Director will review SEIU employee communication submissions.

- All material submitted to Community Action Partnership of Sonoma County for posting or disseminating must be accompanied by a signed and dated letter from SEIU Local 1021's Field Representative.
- Community Action Partnership of Sonoma County's Human Resources will return said document to SEIU Local 1021's Union Steward(s) for distribution.

**ARTICLE 8: DEFINITIONS**

Transfer:	Change from a position in one career path to a position in another path.
Promotion:	Advancement on a career path.
Demotion:	Downward movement on a career path.
Internal Hiring:	Position open only to existing employees.
Open Hiring:	Position open to employee and general public.
Seniority:	Seniority shall be defined as the length of service of an employee working for the program Head Start/Early Head Start without a break in service greater than six (6) months. An approved leave of absence shall not be considered a break in service for purposes of seniority.  Seniority shall apply in: layoffs or reduction of hours, promotions, transfers, overtime, vacation schedules and whenever else identified in this agreement.

**ARTICLE 9: NOTIFICATION**

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, at least thirty (30) days before implementation of such policies or changes, when feasible. Without conceding any management rights which shall be agreed upon, the parties agree to meet and confer on such policies or changes upon request of the Union.

**ARTICLE 10: LABOR - MANAGEMENT COMMITTEE**

The Employer and Union agree that open communication is beneficial to the collective bargaining relationship. Therefore, a maximum of three (3) representatives for the Employer and three (3) for the Union shall comprise a Labor-Management committee. The committee shall periodically as needed. Either side may request a meeting. The meeting will be held on paid time at a mutually agreed upon time and place. The Committee may invite guests with special expertise. The committee shall address topics of mutual interest and concern.

**ARTICLE 11: NO DISCRIMINATION / HARASSMENT**

The Employer and the Union agree that all persons are entitled to equal treatment and employment opportunity without regard to: race, color, creed, sex, religion, national origin or



ancestry, marital status, age, sexual orientation, gender identity, physical or mental disability, medical condition, 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 12: SAFETY**

### **Workplace Safety**

No employee shall be required to work in unsafe or hazardous conditions. Community Action Head Start/Early Head Start will comply with state and federal health and safety regulations.

### **Training**

Following Head Start guidelines, Community Action Head Start will provide staff with professional development opportunities that will improve their knowledge and skills as relevant to their role and function and in a manner that improves services to children and their families.

## **ARTICLE 13: DRUG FREE WORKPLACE**

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

## **ARTICLE 14: HIRING, PROMOTIONS AND TRANSFERS**

Overall qualifications for every position shall be determined exclusively by the Employer. These overall qualifications shall include consideration such as required skills, experience, 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.

When a bargaining unit position is open (except for Language Resource Aide and Site Assistant positions which are offered to Head Start parents based on Head Start program philosophy), the Employer shall post notice of vacancy in the Head Start Central office for three (3) business days before advertising the position publicly or opening it to non-bargaining unit employees. The Employer shall send dated copies of the notice to each Head Start site three (3) full business days before the position is publicly opened. The Employer reserves the right to open the position at any time after the initial three (3) days.

Three exceptions to this procedure are promotions, transfers and internal hiring. In order to promote career development, certain individuals who are determined to be qualified by the Employer may be promoted on the Employer's approved career paths. In this case, no advertisement or hiring process would be followed.

The Program Director may request that the Human Resources Director open a certain position internally only. If approved, the job will be posted in-house for a minimum of five (5) business days. A screening committee appointed by the Program Director shall review all applications to determine whether the in-house applicants are qualified for the position. If it is determined that there is at least one qualified applicant, the best qualified applicants shall be interviewed. An internal applicant shall be awarded the position if she/he is the best qualified candidate. When two internal applicants are determined by the Program Director to be equally qualified, the more senior applicant shall be awarded the position. Each internal applicant not selected for the open position shall be notified in writing of the hiring decision. The committee or the Human

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

At the discretion of the hiring manager or the Program Director, appropriate bargaining unit members may be invited to participate in the hiring process for positions in the bargaining unit. Subject to supervisory approval, not more than two (2) bargaining unit members may be invited to participate in the initial interview and to participate in the initial discussions of candidates' qualifications. When invited to participate on this Interview Committee, they shall not vote and shall not participate in the final decision-making discussions. It is understood that teachers may participate in the hiring of teaching staff, and family outreach workers may participate in the hiring of family outreach workers, etc. It is also understood that all information disclosed in any Interview Committee will be maintained as confidential. Any breach in confidentiality will not be tolerated.

Promotions shall be based upon an employee's seniority, performance reviews, credentials and overall qualifications as determined by the Employer. Where such factors are substantially equal, seniority shall be the determining factor.

An employee may request a transfer to another position within the bargaining unit. If a position is open, the transfer request will be considered. If it is determined by the Employer that the employee requesting transfer is best qualified for the position, then the new position will be offered at the new positions salary. If for any reason the Employer chooses to open the position, the Employer will do so.

Midyear transfers between work sites, decisions will be made with consideration in priority order as follows: 1) Requests for a volunteer, 2) Skills and ability needed, 3) Seniority rotation when 1 & 2 are equal.

#### 14.1

#### **Temporary Summer Bargaining Unit Work Assignments.**

All temporary summer bargaining unit work assignments shall be offered to bargaining unit employees in accordance with the following procedures:

Community Action Partnership of Sonoma County shall communicate to all bargaining unit employees via email, dated postings at each site and the Head Start Central Office the available temporary summer work assignment including as much information that is available, e.g., location, days and hours of work, job responsibilities and requirements starting and ending date of the temporary summer work assignment and rate of pay. Within one week of such notification, each interested applicant shall make his/her desire to be considered for the summer assignment known in writing to Human Resources.

Whenever practical, the employer's first preference in filling a summer assignment shall be to fill it with an existing qualified bargaining unit employee. If more than one applicant is qualified for the summer assignment, the applicant with the most bargaining unit seniority will be offered the assignment.

### **ARTICLE 15: PROBATIONARY WORK PERIOD**

The first three (3) months of employment at Community Action Partnership of Sonoma County and the first three (3) months in any new position is considered a trial period, and employees shall be considered probationary during this time. The probationary period may be extended for another three (3) months by the Program Director, in consultation with the Human Resources

Director, if it is determined that more time is needed to adequately determine suitability of the employee to the position.

During the initial probationary period, employees may be discharged at the discretion of the Employer, and such discharge shall not be subject to the grievance procedure. Employees' seniority shall be retroactive to their date of hire.

If an employee has been promoted to a new position and does not pass the probationary period, that employee may be returned to the same job, either the previous position or the same job in a different site, if there is a vacancy. If no vacancy is available, the employee shall be treated as a laid off employee as outlined in ARTICLE 33 (Layoff and Recall) for purposes of reinstatement to his/her previous classification.

The employer will notify the Union of all promotions in the monthly report.

#### **ARTICLE 16: SITE ASSIGNMENTS**

Program needs shall be the first priority in designating site assignments. The Employer shall make every effort to place employees in the site of their preference. Employee requests for site assignments shall not be unreasonably denied. The Employer shall confer with affected employees if an involuntary transfer is necessary and will consider the impact of transfer upon that employee. Employees shall be notified of changes in annual assignments, if necessary, as soon as possible after recruitments and placement of children is completed.

#### **ARTICLE 17: PERSONNEL FILES**

Personnel files shall be maintained in Human Resources in the central administrative office. The personnel file is the property of Community Action Partnership of Sonoma County. Community Action Partnership of Sonoma County shall treat personnel files as confidential available only to appropriate management staff. Community Action Partnership of Sonoma County will make an employee's record available in accordance with applicable law.

Head Start employees shall have the right to review their personnel file by notifying the Human Resources in advance. The agency shall schedule the appointment to review the file at a mutually convenient time in the presence of an authorized Community Action Partnership of Sonoma County representative. Head Start employees may request a copy of their personnel file in accordance with applicable law. Bargaining unit employees may also authorize the Union to obtain a copy of their personnel file with a signed authorization by the employee in accordance with applicable law.

Head Start employees shall receive a copy of any adverse material that is being placed in their personnel file when signed or initialed by the employee. Head Start employees shall have the right to place a written response to any adverse material, evaluation, or disciplinary action into their personnel file, within 30 calendar days of receipt.

#### **ARTICLE 18: WAGES**

The agency agrees that federal COLA's and any other mandated salary changes will be enacted. If any other supplemental federal funding, or any other funding for wages and

benefits are available, the Agency agrees to notify the Union, within thirty (30) days of the Agency becoming aware of such funding.

Starting steps of salary ranges for each classification shall be specified in Appendix A.

## **ARTICLE 19: BILINGUAL PAY**

Upon certification of required bilingual skills through program approved testing, \$.25 per hour will be paid to employees who pass an oral bilingual test and \$.75 per hour will be paid to the person in the admin assistant/translator position. Community Action Partnership will administer the bilingual test two times per year. If an employee is hired and requested to use bilingual skills for meetings and conferences before the test can be administered, and upon passing of the test, that employee will be paid the per hour increase retroactively from the time in which that employee used her/his bilingual skills.

An employee who fails the bilingual test will not be asked to provide written translation, or interpret for meetings and conferences. Bilingual pay will not be paid to employees who are hired after the ratification of this contract if the second language is not required due to program needs. Existing employees who are currently being paid the bilingual pay will retain bilingual pay. Language needs will be evaluated at the beginning of the program year, and exceptions to the above will be evaluated in conjunction with the Labor Management Committee.

## **ARTICLE 20: OVERTIME COMPENSATION**

No employee shall work overtime unless previously authorized by the employee's supervisor; however, this provision does not preclude retroactive approval of overtime by employee's supervisor in extraordinary situations.

Overtime shall be administered in accordance with state and federal law. See employee handbook for more information. No employee shall be expected to perform required work without pay.

Non exempt employees will be paid overtime compensation at the rate of one and one-half (1½) times their regular hourly rate for work in excess of eight (8) hours per day.

Overtime decisions will be made with consideration in priority order as follows: 1) Requests for volunteers, 2) skills and ability needed, 3) seniority when 1 & 2 are equal.

If no volunteers, the least senior qualified employee will be required to perform the overtime.

## **ARTICLE 21: HOLIDAYS & VACATIONS**

### **21.1 HOLIDAYS**

Community Action Partnership of Sonoma County observes the following paid holidays:

New Year's Day  
Martin Luther King Junior Day  
Presidents' Day Memorial  
Day  
Independence Day

Labor Day  
 Veterans' Day  
 Thanksgiving Day  
 Day After Thanksgiving  
 Christmas Eve  
 Christmas Day  
 New Year's Eve

In addition each employee receives one Floating Holiday a year. The Floating Holiday is not available until after completion of the initial probationary period for new employees. The Floating Holiday must be requested in advance and approved by each employee's supervisor. Floating Holidays do not accrue from year to year. If an employee does not use his/her Floating Holiday by the end of the calendar year, then he/she will not receive one for the next year.

When a holiday falls on a Saturday, the agency will observe the holiday on the preceding Friday. If a holiday falls on a Sunday, the agency will observe the holiday on the following Monday. Holiday observance will be announced in advance. Occasionally an additional holiday may be added to the schedule. Any additional holiday is a one-time gift and does not establish precedent or the promise of continued additional holidays.

To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must be in regular pay status the working days immediately preceding and immediately following the holiday. Employees on unpaid leave are not eligible to be paid for holidays.

Part-time employees who work more than 10 hours/week will be eligible to receive holiday pay for the hours they normally work on the days on which a holiday is observed.

Nonexempt employees who are required to work on a paid scheduled holiday will receive payment at the rate of time and a half. Work on a holiday must be pre-approved by your supervisor or program director.

**21.2 VACATIONS**

Vacation accrues from the date of hire for introductory and regular employees who do not work at Head Start/Early Head Start Centers. Temporary or on-call employees do not accrue or receive any paid vacation. Employees are not permitted to take paid vacation time during their initial Introductory Period except with advanced special approval from the Executive Director.

Vacation accrues at the following rates for regular full-time employees who do not work at Head Start/Early Head Start Centers:

Hire - 5 years	15 days/year
After 5 years	20 days/year

Regular part-time employees who work more than 10 hours/week will accrue vacation on a pro-rated basis, according to the number of hours they normally work per the following accrual chart.

11 - 16 hrs/worked/week	1.90 hrs accrued per pay period
17 - 23 hrs/worked/week	2.50 hrs accrued per pay period

24 - 32 hrs/worked/week	3.13 hrs accrued per pay period
33 - 36 hrs/worked/week	4.38 hrs accrued per pay period
37 - 40 hrs/worked/week	5.00 hrs accrued per pay period

Part-time workers who work 10 hours or less/week are not eligible for paid vacation time. Employees on leave without pay do not accrue vacation time.

Head Start/Early Head Start field, non-exempt staff, do not accrue vacation hours. However, these employees are paid during the school break periods. Employees in these programs who have worked more than five years will receive pro-rated additional vacation time.

For the following staff classifications - Teacher II, Teacher I, Site Assistant, Full Inclusion Aide, Language Resources Aide, Primary Care Giver Teacher, Classroom Assistant, Cook, Food Service Delivery person, Bus Driver, Lead Cook - employees do not accrue vacation hours in their first five years of service. However, these employees are paid during the school winter and spring break periods according to their actual work schedule. In addition, when the employee has worked more than five years of service, he/she will also receive one week of additional vacation per school year, pro-rated based on actual work schedule. This vacation must be used in the school year, or it will be paid out in cash at the end of the school year. The extra week does not accrue from year to year.

The agency strongly encourages employees to take vacation on an annual basis. An employee's total available vacation time may not exceed 160 hours (20 days), during the first five years. Employees who accrue 20 days/year may accrue no more than 240 hours (30 days.) These caps will be pro-rated for part-time employees. An employee who reaches their maximum level will not continue to accrue any further vacation time until some vacation time is used.

Vacation must be arranged with each employee's supervisor with as much advance notice as possible, preferable at least two weeks in advance of requested vacation time. IN some cases it may be difficult for a program to accommodate specific vacation requests and occasionally vacations may have to be rescheduled.

An employee whose employment terminates will be paid for unused vacation time at the time of their final check. When there are a number of staff requesting vacation for the same time period in the same center than can be accommodated, seniority shall apply in seniority rotation order for vacation approval.

### **213 VACATION CASH OUT**

Two times per year, an employee may choose to cash out one week of vacation as long as one week is left on the books. The employee is responsible for initiating this option by contacting HR with a completed and signed form.

## **ARTICLE 22: BEREAVEMENT LEAVE**

The agency recognizes that the death of a family member is a time of grief and stress. In order to support the employees of the agency, the agency provides bereavement leave. In the event of a death(s) of a family member(s), an employee may take up to five (5) days off with pay per year. The time off must be approved by the employee's supervisor and the program director. Under unusual circumstances, the Executive Director may approve additional unpaid time off. The

agency understands that "family" is a broad term that may vary among employees. Final approval of covered "family" member shall be subject to the Executive Director's determination.

### **ARTICLE 23: RETIREMENT**

Union and Management agree to a unified employer/employee-directed 401K retirement fund. Employer will contribute 2% for each eligible employee and contribute an additional 1% match for each eligible employee who defers a minimum of 1% of their salary. The agency will institute automatic enrollment for the 1% employee deferral upon eligibility in order to encourage savings and provide the 1% match.

### **ARTICLE 24: COMPASSIONATE LEAVE**

In an effort to support employees when life-threatening issues directly face them, Community Action Partnership of Sonoma County and the Union agree to offer a compassionate leave policy, which enables employees to donate sick leave to those so affected. This compassionate leave policy is to be used in conjunction with FMLA where applicable. When an employee is faced with life-threatening illness or injury in his/her life or in the life of his/her immediate family (spouse, domestic partner, children, parents or siblings), the other employees may voluntarily donate accumulated sick or vacation leave to the affected employee.

Employees are eligible for compassionate leave after one year of employment at Community Action Partnership of Sonoma County. Employees must use up their own sick and vacation leave before they are eligible for donated leave time. In order to be eligible for this donation, the affected employee must submit documentation from the treating physician regarding the life-threatening situation. An employee requesting compassionate leave must receive the approval of the Executive Director. Such leave may initially be approved up to a maximum of the equivalent of one month's leave for the specific qualified employee. If the illness or injury continues, the Executive Director's approval is needed for any extension of compassionate leave. The Human Resources Department will determine a preferred donation plan with each employee in order to respect each person's privacy. Compassionate leave shall not be used in conjunction with any workers' compensation leave, so as to avoid interference with, or diminution of an injured employee's temporary or permanent disability payments.

While an employee is on compassionate leave using donated hours, the employee shall not accrue any vacation or sick leave.

Employees donating sick or vacation leave must donate in increments of whole hours, with a minimum donation of 8-hours at any time. If an employee is donating sick leave, he/she must retain a sick leave balance of the equivalent of at least four weeks of sick leave. If an employee is donating vacation leave, he/she must retain a balance of one week of vacation leave.

Community Action Partnership of Sonoma County shall adjust all employee leave balances for the donation and use thereof. The leave will be transferred on an hour-to-hour basis through the Human Resources Department.

## **ARTICLE 25: CAREER DEVELOPMENT**

### **25.1 POSITIONS REQUIRED COURSES**

#### **Educational Release Time**

Community Action Partnership of Sonoma County is supportive of the education and skill improvement of employees. Regular full-time employees may receive up to five (5) hours per week of regular work time to attend pre-approved school classes. Par-time employees may receive release time at a proportional rate. Such classes must be related to meeting education requirements for their current position. The approval of requested leave is not automatic and an employee should not enroll in classed without following these steps:

1. Employee must meet with the Children Service Coordinator for a review of requirements and the employee's plan.
2. Upon the coordinator's approval the employee's supervisor, and then the program director must also approve all educational release time prior to enrollment.

When a request for educational release time is approved and the class meets during the evening or non-work hours, the employee is still eligible for up to four (4) hours of release time per week, during regular work hours to cover at a maximum the hours of the class.

Permission for such release time shall not be unreasonably denied, and once granted, any change to the release schedule will be based on meeting the site's programmatic needs. Denials for release time shall be in writing and shall not be capriciously and arbitrarily denied. Employees may appeal the denial of the release time to the Human Resources Director for reconsideration.

Pre-approved expenses shall be reimbursed for required materials of the approved class and will be reimbursed to the employee upon completion of the class with a "C" grade or better.

### **25.2 Non-Position Required Courses**

#### **Financial support for job related course work**

Employees who have met their job education requirements and would like to take additional classes that will assist them in moving to a higher classification must, prior to enrolling in classes, follow the steps below: Non required courses will not be subject to the Educational Release Time. Pre-approved expenses shall be reimbursed for required materials of the approved class and will be reimbursed to the employee upon completion of the class with a "C" grade or better. The employee will submit proof of completion of the pre-approved course with grade "C" or better for reimbursement. Prior to enrolling in classes, employees must follow the steps below.

1. Employee must meet with the Children Service Coordinator to develop a career plan and assess financial support.
2. Upon the coordinator's approval, the program director must also approve prior to enrollment.

Employees who have met all Education and Degree requirements and would like to take additional classes that meet current programmatic course work priorities may be eligible for up to a total of six (6) units maximum. Pre-approved expenses shall be reimbursed for required materials of the approved class and will be reimbursed to the employee upon completion of the



class with a "C" grade or better. The employee will submit proof of completion of the pre-approved course with grade "C" or better for approved reimbursement. Prior to enrolling in classes, employees must follow the steps below.

1. Employee must meet with the Children Service Coordinator for assessment of course work and assess financial support.
2. Upon the coordinator's approval, the program director must also approve prior to enrollment.

## **ARTICLE 26: OPEN DOOR POLICY**

Most work-related problems can be solved by regular, open communication between employees and their supervisors. Occasionally, however, a different approach may be necessary to resolve a grievance. Nothing in this agreement would prohibit an employee from discussing a written warning, or any other issue of concern, with his/her supervisor or any manager or the Human Resources Director.

## **ARTICLE 27: DISCIPLINE**

Community Action Partnership of Sonoma County Head Start shall have the right to discharge, suspend, and or take disciplinary action against an employee for just cause. After employees complete their probationary period. Employees are subject to disciplinary action for job performance issues, or for violation of policies, procedures, directives or any other actions determined to the Agency. The philosophy of the agency is to follow the principles of progressive discipline.

Disciplinary action may take any of the following forms: Verbal warning, written warning, suspension , last chance agreement or termination.

Written notice of any formal disciplinary action that may result in loss of pay shall be given to the employee. Such notice shall state the action(s) to be taken, the date it will become effective, a description of the activities which are the reason for imposing the discipline and the corrected actions required, if appropriate. All disciplinary notices except oral warnings shall be given to the employee in writing and a copy will be placed in the employee's personnel file. The employee has a right to respond to the notice at a meeting or in writing and has the right to a Union representative at the meeting at all levels of the discipline process.

## **ARTICLE 28: GRIEVANCE PROCEDURE**

28.1

### **PURPOSE:**

The purpose of the procedure set forth below is to provide the Employer and the Union an orderly means of resolving disputes which may arise between them. The Union agrees this procedure shall be the exclusive means for the resolution of employee and Union grievances or claims against Community Action Partnership of Sonoma County. Claims of discrimination or sexual harassment are subject to final and binding arbitration as set forth in this agreement, if not otherwise resolved at intermediary steps.

All grievances shall be addressed in accordance with the procedure which follows. Any specific provisions can be waived upon agreement of both parties.

28.2

**GRIEVANCE DEFINED:**

A grievance is a claim by an employee or the Union that the agency has violated an express provision of this contract. Disciplinary actions which do not result in termination or loss of pay are not grievable. Claims of sexual harassment or discrimination are subject to the grievance procedure, however, employees may present their claims on such issues directly to the Human Resources Director or any manager.

28.3

**REPRESENTATION:**

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

28.4

**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 seven (7) 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 agency representative in this step will not be the Executive Director, the Human Resources Director, the Program Director or the Family or Children's Services Managers. The supervisor will issue a response within seven (7) business days of the meeting.

28.5

**Step 2. - Written Grievance to Manager and Human Resources:**

If the problem is not satisfactorily resolved in Step 1, the grievance must be written and presented to the Human Resources Department, with a copy to the appropriate department manager within seven (7) business days of the supervisor's decision. The written complaint must state the issue, any relevant history to this issue, and the requested remedy. Within ten (10) business days a meeting will take place to discuss the issue. This meeting will include the grievant, a union representative, the appropriate department manager, or designee, and the Human Resources Director or designee. The Manager or designee will then issue a response within five (5) business days.

28.6

**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 within five (5) business days of the Manager's decision. The written grievance will be submitted to the Executive Director, with a copy to the Program Director. Within ten (10) business days of receipt of the grievance, the Executive Director will schedule a meeting to hear the grievance. The meeting will be scheduled within 20 business days of receipt of the grievance. The meeting will include the grievant, the union representative, the Program Director, or designee, and the Executive Director, or designee. The Executive Director, or designee, will issue a written decision within ten (10) business days of the meeting.

28.7

**Step 4 - Request for Mediation:**

If the problem is not satisfactorily resolved in Step 3, then the issue may be brought to mediation, if both sides agree. Both sides have the same fifteen (15) business days to mutually agree to seek mediation. If both sides agree to seek mediation, then both sides will work in a prompt manner to schedule a mediation with the Federal Mediation and Conciliation Services, or other mutually agreed upon mediator. Once Mediation has been chosen, time limits are suspended until the completion of mediation.

28.8

**Step 5 - Request for Arbitration:**

In the event that the parties do not come to an agreement in mediation or if they choose not to mediate, the union may submit the grievance to binding arbitration within 15 business days of either said occurrence. If the union requests arbitration, then the Union and Community Action Partnership of Sonoma County will work together to select an arbitrator within 30 business days of the request for arbitration, unless the time period is extended by written mutual agreement. If the parties cannot agree on an arbitrator, the parties shall use the services of the Federal Mediation and Conciliation Services for a list of five (5) qualified arbitrators. No individuals holding or seeking political office will be eligible as an arbitrator. They shall flip a coin to determine which party will strike the first name from the list. The parties shall then alternately strike names from the list, with the last remaining name to be the person serving as Arbitrator. The arbitrator selected shall hear the grievance as soon as possible. Each party shall bear the cost of their own representatives and witnesses. All other expenses of the arbitration shall be shared by the two parties. The arbitrator selected shall not have the jurisdiction to add to, subtract from, change, alter or modify any of the terms of this contract. The decision of the arbitrator shall be final and binding.

**ARTICLE 29: HOURS OF WORK**

The workweek shall begin on Sunday and end on Saturday and shall consist of five (5) consecutive workdays.

The regular hours of work each day shall be consecutive unless otherwise mutually agreed to.

**ARTICLE 30: REST BREAKS**

Employees shall be afforded one paid fifteen (15) minute duty-free rest break to be taken approximately during the middle (as scheduling permits) of each four (4) hour work period.

Employees assigned to constant service demand areas (teachers, language resource aids, site assistants, kitchen staff, etc.) Shall have their scheduled breaks posted. The posting shall specifically identify the needed replacement to cover each employee's break. Changes to the break schedule shall be mutually accommodated by the work team as program needs arise.

Employees assigned to constant service demand areas that are denied scheduled breaks by their supervisor shall be compensated at one and one-half times for each break missed in addition to the break itself. Employees shall document on the time sheet in the appropriate section, and their supervisor will approve through the regular procedure.

Employees not assigned to constant demand areas (FOWs) shall be responsible for determining the time of their breaks in concurrence with their schedules and their supervisor's approval.

### **ARTICLE 31: MEAL PERIODS**

A one half hour meal period is provided for every five hours (5) work period, unless six (6) hours of work will complete the day's work. An employee may voluntarily agree in writing to waive his/her right to a meal period provided they do not work more than six (6) hours in the workday.

The meal period shall be scheduled at a time other than during the first or last hour of the assignment, but whenever practical it shall be scheduled at approximately the half way point of the work schedule. Employees who are required to stay on the premises due to program needs, or are needed to handle emergencies during their meal period to perform required duties, will be considered on duty for the meal period and such time will count as time worked and compensated at the appropriate rate of pay.

### **ARTICLE 32: MAKE UP TIME**

Community Action Partnership of Sonoma County allows the possible use of make up time when nonexempt employees need time off to tend to personal obligations. Make up time worked will not be paid at an overtime rate. Operating requirements and program staffing take precedence over personal requests.

Make up time request must be submitted in writing to your supervisor, with your signature, on the Agency-provided form. Requests will be considered for approval based on the legitimate business needs of the Agency at the time the request is submitted. A separate written request is generally required for each occasion the employee requests make up time.

Employees may request time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

If you request time off that you will make up later in the week, you must submit your request as soon as possible prior to the event.

All make up time must be worked in the same workweek as the time taken off. The Agency's seven-day workweek is Sunday through Saturday. Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to a personal obligation.

If you take time off and are unable to work the scheduled make up time for any reason, the hours missed will normally be unpaid. However, your supervisor may offer another day to make up the time if possible, within the same workweek, based on scheduling needs. If you work make up time in advance or time you plan to take off, you must take that time off, even if you no longer need the time off for any reason.

An employee's use of make up time is completely voluntary. Community Action Partnership of Sonoma County does not encourage, discourage, or solicit the use of make up time.

### **ARTICLE 33: FLEXIBLE HOURS**

Community Action Partnership of Sonoma County will make reasonable effort to accommodate

requests of employees who want a change in working hours due to hardship and/or childcare needs while insuring that the site staffing needs are met and the program is not adversely affected.

For a request that involves more than one week, the request and mutual agreement with the supervisor will be in writing and a trial period may be required in order to determine the long-term impact on the program needs before long-term approval and implementation can be agreed to.

#### **ARTICLE 34: LAYOFFS AND RECALL**

Layoffs shall be implemented for such reasons as program changes, a lack of work or a lack of funds for Head Start Programs. If it is determined that layoffs are necessary within Head Start programs, employees will be laid off in the following order:

1. Temporary employees
2. Probationary employees
3. Regular employees (full and part time)

Seniority for lay off purposes shall be based on original hire date with Community Action Partnership of Sonoma County Head Start program. The least senior employee in the affected position will be laid off first. In the event of a tie of two or more employees, the names will be drawn from a hat/container as a method to determine priority for lay off. The first name drawn will be the employee who remains.

The Agency will provide as much advance written notice as possible to the Union, but no less than 30 working days. The Agency will provide a minimum of two (2) weeks advanced notice for layoff to the affected employee(s). The Agency may substitute two (2) weeks pay in lieu of the two (2) weeks notice to the employee.

Upon request of the Union, the employer will meet with the Union to consider alternatives to layoffs.

Employees laid off under this provision will be placed on a recall list for six (6) months from the date of the layoff and recalled in the inverse order of seniority.

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 or rejection of two job offers (within equal salary grade) in the time frame specified will be cause for the employee to lose their recall rights.

#### **ARTICLE 35: MILEAGE REIMBURSEMENT**

Community Action Partnership of Sonoma County employees who are requested to use personal vehicles for Head Start business shall be reimbursed on a per mile basis at the Community Action Partnership of Sonoma County agency rate, which shall be no less than 85% of the IRS Rate and the rate will not be decreased if the IRS rate decreases.

**ARTICLE 36: TERM OF AGREEMENT**

The term of this contract shall be from March 1, 2012 through February 28, 2015,

Agreed to on \_\_\_\_\_

Ratification By:

\_\_\_\_\_  
Maria Solarez  
Community Action Partnership of  
Sonoma County

\_\_\_\_\_  
Lorenzo Sotelo  
Field Representative  
SEIU Local 1021

\_\_\_\_\_  
Lisa Reyes  
SEIU Local 1021 Negotiating Team

\_\_\_\_\_  
Sarath Chum  
SEIU Local 1021 Negotiating Team

\_\_\_\_\_  
Patti Friend  
SEIU Local 1021 Negotiating Team

\_\_\_\_\_  
Johnice Shura  
SEIU Local 1021 Negotiating Team

**APPENDIX A**

**Union Represented Positions**

<b>CATEGORY</b>	<b>JOB TITLE</b>	<b>STARTING RATE</b>
1	Cook Children's Services Asst. Food Service Delivery Driver Language Resource Aide Site Assistant	\$10.39 Hourly Annual salary depends on #hrs/week/yr.
2	Full Inclusion Aide	\$10.60 Hourly Annual salary depends on #hrs/week/yr.
3	Teacher I (without full requirements) EHS Classroom Asst. (without full requirements)	\$10.65 Hourly Annual salary depends on #hrs/week/yr.
4	Teacher 1 (with full requirements) EHS Classroom Asst. (with full requirements) Lead Cook	\$11.19 Hourly Annual salary depends on #hrs/week/yr.
5	Teacher II / EHS Primary Care Giver (without full requirements)	\$12.39 Hourly Annual salary depends on #hrs/week/yr.
6	Teacher II/EHS Primary Care Giver (fully meeting requirements)	\$14.65 Hourly Annual Salary depends on #HRS/week/hr
7	Bus Driver	\$12.71 Hourly Annual salary depends on #hrs/week/yr.
8	Family Outreach Worker I Maintenance Worker	\$13.02 Hourly \$27,081.60 Annually if Full-Time
9	Family Outreach Worker II Family Services Program Asst.	\$13.68 Hourly \$28,454.40 Annually if Full-Time
10	Family Outreach Worker III	\$14.36 Hourly \$29,868.80 Annually if Full-time

Note: Full - Time = 40 hours/week, 12 months/year

## Salary Guidelines

1. An employee who is promoted (on a career path as per definition of promotion) will receive the starting salary of the new positions or a 10% raise to their current salary, whichever is higher.
2. An employee who voluntarily demotes to a lower-grade position, on a career path or not, will receive the starting salary for the new position, plus 5% for every 5 years of employment with Community Action Partnership of Sonoma County Head Start.
3. If an employee returns to her/his former position, she/he will receive his/her former salary.
4. Teachers, upon receiving their AA degree will receive the starting salary of the new grade or a 10% raise to their current salary, whichever is higher. Teachers must meet all position requirements including administration and health and safety classes to receive the AA degree rate of pay.
4. An employee who transfers outside of a career path to a higher grade position will receive the starting salary of the new position or a 10% raise to his/her current salary, whichever is higher.
5. An employee who transfers within the same grade will receive their current salary.
6. All Head Start Union represented employees working out of classification shall be compensated at 15% above their rate of classification for the time she/he is working out of classification.



**SEIU Local 1021 / Head Start - Community Action Partnership of Sonoma County**

**SIDE LETTER OF AGREEMENT**

**Proposal for Medical Insurance Premium Cost Sharing for 2012 - 13**

The Kaiser medical benefits plan change for February 1, 2012 through January 31, 2013 includes a move from:

Traditional Kaiser & High Deductible Kaiser & Pacificare  
To Kaiser HRA 1500

Last year's increase was 13.9% and the Agency absorbed the total increase.

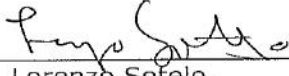
In 2012 to 2013:

- The Agency contribution will decrease from \$452.88 per month to \$335.22.
- The Agency will contribute \$1,000 towards the single employee's annual deductible and \$2,000 towards the single +1, single + child(ren), single + spouse and family plan.
- The Agency will contribute the following, per plan year, on a one time basis to any employee who completely meets their deductible:
  - Up to \$500 towards an inpatient hospitalization.
  - Up to \$250 towards day surgery or an outpatient hospital visit.
  - Up to \$500 towards a MH/Substance Abuse inpatient admission.
  - Up to \$300 towards a CTScan, MRI
  - Up to \$100 towards an XRay
  - Up to \$200 towards an Ultrasound
- The Employee premium co-payment will decrease from \$110.12 per month to \$83.80 per month (\$41.90 per pay period). And, the employee co-payment continues to be deducted before taxes are calculated, which will reduce this amount somewhat depending on the employee's tax status.

Employee Assistance Plan (EAP)

The agency will institute an Employee Assistance Program for personal, professional and life balance concerns. This will be offered to each employee and will cover up to 5 visits with a professional near the employees' home or near their workplace. The cost of the EAP will be \$0 for each employee.

Signed:  2.21.12  
Maria Solarez,  
Human Resources Director

Signed:  2.21.12  
Lorenzo Sotelo,  
SEIU Representative

# Weingarten Rights

## Know Your Rights: The Right to Representation Weingarten Rights

### Know Your Rights: The Right to Representation

If you are ever called into an interview meeting with your supervisor or manager so they can investigate a situation which might result in discipline, you have specific representational rights. These rights are summarized below:

1. You have the right to have a Union steward present.
2. If you want a steward there, you must ask for him or her.
3. If you do not know why your manager wants to meet with you, ask him/her if it is a meeting that could result in a discipline.
4. If your manager refuses to allow you to bring a steward, repeat your request in front of a witness. Do not refuse to attend the meeting, but do not answer any questions either. Take notes. Once the meeting is over call your steward at once.
5. You have the right to speak privately with your steward before the meeting and during the meeting.
6. Your steward has the right to play an active role in the meeting. She or he is not just witness.

*These rights are called "Weingarten Rights" based on a 1975 Supreme Court decision (NLRB vs. J. Weingarten). As with all rights, if we do not use them we lose them.*

### **This statement could save your job:**

"If this discussion could in any way lead to my being disciplined or terminated I respectfully request that my steward be present at the meeting. Without representation present, I choose not to respond to any questions or statements."