Agreement Between

E Center

And

LOCAL 1021
SERVICE EMPLOYEES INTERNATIONAL UNION, CTW

<u>October 1, 2018 to April 30, 2022</u>

WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right **to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.**

The following rules apply when an investigatory interview occurs:

- **The worker must** make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
    1. Grant the request and delay questioning until **the Union representative is available.**
    2. Deny the request and end the interview.
    3. Give the worker a choice of:
        (a) Having the interview without representation or
        (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- **After a question** is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful **for workers who may be asked to attend an investigatory meeting:**

> **"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."**

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ARTICLE 1 PREAMBLE

This agreement is entered into by E Center herein referred to as "Agency" and Service Employees International Union, Local 1021, CLC, herein referred to as "Union".

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

ARTICLE 2 RECOGNITION

2.1 The Agency recognizes the Union as the sole and exclusive bargaining agent for the purposes of collectively bargaining wages, hours, and other terms and conditions of employment for all employees of E Center's Head Start program in the following classifications:

Head Start: Bus Driver, Cook Aide, Cook, ERSEA Specialist, Family Educator, Family Advocate, Janitor, Secretary, Preschool Teacher, Teacher Aide, Teacher Assistant, Transporter, Transporter/Cook Aide, Preschool Associate Teacher, Preschool Teacher Family Advocate, Infant Toddler Teacher/Family Educator, Teacher Assistant Floater.

Early Head Start: Infant Toddler Home Base Aide, Infant Toddler Family Educator, Infant Toddler Teacher, Transporter/Cook Aide, Infant Toddler Teacher Family Advocate, Infant Toddler Associate Teacher Floater, Infant Toddler Teacher Assistant Floater.

Migrant Head Start: Family Advocate, Bus Driver, Cook, Cook Aide, ERSEA Specialist, Family Childcare Specialist, Grounds Keeper, Health and Nutrition Specialist, Secretary, Teacher Assistant, Infant Toddler Teacher, Preschool Teacher, Transportation Aide, Infant Toddler Associate Teacher Floater, Transporter/Cook Aide, Teacher Assistant Floater, Associate Teacher Floater

Shared: Health and Nutrition Specialist, Education Specialist, Facilities Specialist, Secretary, Receptionist, Janitor, Family Advocate, Cook, Cook Aide, Transporter/Cook Aide.

2.2 The Agency agrees that if the Agency restores the following classifications, the Union will be recognized as the sole and exclusive bargaining agent for those classifications for the purposes of collectively bargaining wages, hours, and other terms and conditions of employment:

Cook Assistant, Van Aide, Van Driver, Driver, Migrant Head Start Janitor, HS Bus Driver, Associate Family Advocate, Mental Health Special Needs Specialist, Education Specialist, *ERSEA Specialist*.

2.3 Prior to the implementation of any new classification, not mentioned above, the Agency and the Union will meet and confer for purposes of determining if a classification will be

placed in the bargaining unit. If the parties cannot reach agreement, the Union may submit the matter to last step of the Procedure set forth in the Grievance Procedure Article.

ARTICLE 3 UNION REPRESENTATION

3.1 Stewards

3.1.1 The Agency and the Union agree that no employee shall be discriminated against for his/her designation or activity as a steward.

3.1.2 The Union shall provide the Agency, on a monthly basis, the name of any Stewards who have added or deleted from the Stewards List provided to the Agency by the Union. The Union shall be entitled to select a steward and an alternate steward for each center employing more than five (5) employees. One of all stewards shall also serve as Chief Steward. Stewards shall not be recognized until the Union has notified the Agency in writing of the selection of such persons.

3.1.3 The Agency shall allow stewards reasonable release time to investigate and process grievances if:

- All normal work duties have been performed.
- Substitutes are not required for coverage.
- Paid release time requests shall be in writing to the Supervisor.
- The Supervisor has given prior written approval.

Paid release time for investigation of grievances shall be limited to seventy-five (75) hours per year for all stewards. Stewards shall not receive paid release time during seasonal layoff. The Chief Steward shall track these hours in conjunction with the Human Resources Department. The union shall notify management in writing of who is designated as the chief steward no later than 30 days after the designation.

Meetings with Stewards requested by management and grievance meetings shall be held at a time mutually agreed. The Steward, witness(es), and the affected employee(s) shall not suffer the loss of pay or benefits to attend the above mentioned meetings or to attend a Weingarten or a disciplinary meeting.

3.1.4 When required to leave their worksite on Union matters, stewards will request permission from their Supervisor. Permission shall be granted except in the event of emergency or when the employee's absence would disrupt the worksite, in which event, a mutually agreeable time will be set to allow the steward to leave their workplace on Union matters. Requests for time off to attend union matters, excluding collective bargaining and any grievance-related matters for E Center, shall not exceed 24 hours per calendar year per employee and shall utilize PTO, if available, or will be excused

unpaid time where no PTO is available. Stewards shall not leave their workplace without the permission of either their supervisor or appropriate designee.

In the event the Stewards request for permission to leave their workplace on Union matters is not responded to within 24 hours of the request, the Steward shall contact the Human Resource Director or designee who shall grant the request except as provided above.

3.1.5 The Chief Steward or his/her designee may convene a Steward's Council on a quarterly basis. All Stewards shall have the right to attend the Stewards Council. Stewards may elect to take PTO to attend the Stewards Council during non-work times. The Stewards Council may have a duration of up to four hours per quarter as decided by the Chief Steward or his/her designee. Time spend in attendance at the Stewards Council will not be counted as hours worked for the purposes of calculating overtime, benefits, PTO earned, or for any other purpose.

3.2 Communication

3.2.1 The Agency will allow the Union to utilize its internal mail system and furnish reasonable space on existing bulletin boards or wall space at each of the Agency's worksites that employs members of the bargaining unit. Utilization of bulletin boards and internal mail system shall be allowed when the following conditions are met:

- All materials shall be provided to the Human Resources Director or a designee twenty-four hours in advance and contain the SEIU logo,
- All materials must be honest and non-derogatory to the Agency, the program and its employees, and comply with all laws and Head Start Performance Standards.
- All materials shall be dated and removed from the bulletin board by the Union twenty-one (21) days after their initial posting.

3.3 New Employees

The Agency, as part of its orientation of new employees, shall allow the Union thirty (30) minutes to present information about the Union.

3.4 Union Staff

To the extent possible, Union staff shall provide notice to the Human Resources Director or a designee of a visit to the Agency's operations two hours in advance of any site visit.

Union staff shall be permitted to visit any and all operations of the Agency where bargaining unit employees' work provided that such visits do not disrupt the operations of the Agency.

In the event that Union staff desires to confer with members in areas other than common areas, such as a private office, Union staff shall provide notice to the Human Resources Director or a designee in accordance with the first paragraph of this section. The Human Resources Director or designee shall make reasonable efforts to secure an area for confidential communication. The parties agree that the Agency may provide

Union staff with an alternative location other than a break room or a common area so long as that location meets Union staff needs. Union staff will be permitted to hang a sign or notice in the break room or common area directing members to the alternative location.

ARTICLE 4 EMPLOYEE REPRESENTATION

4.1 Representation

The Agency agrees to comply with the requirements of *NLRB v. Weingarten* and its companion case *ILGWU v. Quality Mfg. Co.* When an employee requests Union representation in the context of a disciplinary or investigatory meeting, the Employer has three options:

(1) Grant the request for representation and delay the meeting until a Union representative is available;

(2) Deny the request and end the meeting.

(3) Give the employee the choice of proceeding with the meeting without Union representation or ending the meeting.

In the event that an employee requests Union representation in the context of a disciplinary or investigatory meeting, the Agency shall email the designated Union staff member to arrange for representation. Alternatively, the Agency may contact a Union steward or representative directly in order to arrange for representation. If the employee expresses a preference for a certain Union steward or representative, the Agency will make reasonable efforts to arrange for that individual to attend the meeting. However, the Agency will not be required to delay a disciplinary or investigatory meeting for longer than three (3) working days after notification to the employee because of the unavailability of a Union representative.

The Union shall make reasonable efforts to arrange representation for any employee who requests it as soon as feasible. The Union recognizes that the Agency is required to file reports with the licensing agency within twenty-four (24) hours in certain situations.

4.2 Disciplinary Notices

All disciplinary notices, including oral warnings, shall be given to the employee in question in writing and shall provide for the employee's response. The employee shall also be provided with a space to indicate receipt of the notice but not necessarily agreement with its content.

4.3 Dignity Clause

E Center and the Union are committed to providing a workplace where all employees, regardless of their classification or pay status are treated in a manner that maintains generally accepted standards of human dignity and courtesy.

ARTICLE 5 UNION MEMBERSHIP

5.1 Union Membership

The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees, regardless of whether they are members of the Union. All employees shall as a condition of employment:

1. Become a member of the Union, or

2. Pay to the Union a fair share fee is determined by the Union, which does not exceed the amount of its standard initiation fee, periodic dues, and general assessments.

The Union shall provide the Employer with current membership application form, cover letter and a copy of this Collective Bargaining Agreement to distribute to new employees. In accordance with applicable law, employees shall have the right to change their membership status at any time.

5.1.1 Bona Fide Religious Exception

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join as a condition of employment. Such employee shall be required, in lieu of periodic dues and initiation fees pay sums equal to such dues, and initiation fees to a non-religious, non-labor charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Service Code, chosen by the employee from the following list:

- Shriner's Hospital Sacramento
- Any college providing Early Childhood Education classes in Spanish
- Local nonprofit providing services to victims of domestic violence

Proof of such payments shall be made on a monthly basis to the Union as condition of continued exemption from the requirement of financial support to the employee organization.

5.2 Separation from Bargaining Unit

The provisions of this Article shall not apply during periods that an employee is separated from the bargaining unit, but shall be reinstated upon the return of the employee to the bargaining unit. The term "separation" includes transfer out of the unit, layoff, and leave of absence with duration of more than thirty (30) days.

5.3 Compliance and Authorization to Deduct

5.3.1 The Agency agrees to deduct dues, initiation fees, assessments, and any other contribution towards a union program or fund, from each employee's wages, as specified by the Union for all employees who have given written authorization for such

deductions and after the Agency is provided with the form entitled (Member Application – Table Deduction Authorization) signed by the employee.

The Agency shall transfer all funds collected to the Union as soon as possible, but no later than ten (10) days from the end of each pay period.

5.3.2 Upon receipt of written notice to the Agency that an employee has not complied with the requirements set forth in this Article, the Agency shall terminate the employment of such employee within thirty (30) days, unless thereafter, the employee complies with those requirements within said time period of thirty (30) days.

5.3.3 If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Article, no such deductions shall be made for that pay period.

5.3.4 At least quarterly, the Agency shall supply the Union with the name, employee identification number, classification, mailing address, home telephone number, and date of hire for all represented employees. Any newly hired employee and the names of any employees terminated, laid off, or who otherwise left the employment of the Agency during the previous month shall be designated on this list.

5.3.5 Collective Bargaining Agreement Distribution and Training
The Union shall be responsible for distributing a copy of the current Collective Bargaining Agreement to its members and providing training on content of the Agreement. Within 60 days of the printing of this Agreement the Union shall distribute copies of this Agreement to each worksite, with the intent of providing a copy of the Agreement to each Union Member. The Employer shall be responsible for distributing a copy of the current Collective Bargaining Agreement to its management staff and providing training on content of the Agreement.

5.4 Hold Harmless
The Union shall defend, indemnify, and save the Agency harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Agency in the administration of dues deduction.

ARTICLE 6 MANAGEMENT RIGHTS

6.1 The Union hereby recognizes the prerogative of the Agency to operate and manage its service delivery, operations, and responsibilities according to its determination. As the employer in this contract, the Agency retains all of the functions, rights, powers or authority not specifically abridged, delegated or modified by this Agreement. By way of illustration and not by way of limitation, the Agency shall have the right to:

6.1.1 Manage and control the Agency's business, the equipment, the operations and to direct the working forces and responsibilities of the employer. Adopt reasonable rules and regulations.

6.1.2 Direct the work of all of its personnel; determine the number of shifts and hours of work and starting times and scheduling of all the foregoing. Further, it shall maintain the right to establish, modify or change any work or business hours or days.

6.1.3 The right to direct the working forces, including the right to hire, promote, discipline, suspend and discharge employees, evaluate employees on the basis of performance and conduct, transfer employees, assign work or extra duties to employees, create and revise position descriptions, determine the size of the work force and to lay off employees.

6.1.4 Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

6.1.5 Determine the qualifications of employees, including physical capacities.

6.1.6 Determine the location or relocation of its facilities, including the establishment or relocations of new sites, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

6.1.7 Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

6.1.8 Determine the size of the management organization, its functions, authority, and amount of supervision and table of organization.

6.1.9 Determine the policy affecting the selection, training or testing of employees.

6.1.10 Determine which Program(s) it will be part of and the nature and content of all programing.

ARTICLE 7 CATEGORY OF POSITIONS

7.1 Definition of Positions

All positions shall be classified as either regular, temporary, substitute or probationary, and all employees shall be provided written notification of their classification status at time of hire.

7.1.1 Regular Full-Time shall be those employees who are routinely scheduled to work forty (40) hours per week during a program year and who have successfully completed the probationary period.

7.1.2 Regular Part-Time shall be those employees who are routinely scheduled to work less than forty (40) hours per week during a program year and who have successfully completed the probationary period. Employees moving from part-time to full-time or vice versa shall be given two (2) weeks' notice.

7.1.3 Temporary shall be those employees who are hired for a specific short-term project of less than five (5) months or to fill the position of a regular employee who is on an approved leave. Temporary positions shall not accrue leave, retirement or health benefits nor have any rights to the regular position. Temporary positions shall not replace regular positions.

7.1.4 Substitutes shall be those employees who have been hired by the Agency to replace an employee during a short-term absence and who work on an as needed basis only.

7.1.5 Probation

- Initial Probation: The probationary period for newly hired employees shall consist of the first five (5) months of scheduled hours of employment. A probationary period may span more than one program year. Probationary employees shall be entitled to all rights and privileges of this Agreement unless specifically excluded herein, except that their discipline or termination shall not be subject to the grievance procedure. An employee shall be required to undergo only one probationary period within the same classification unless seniority is broken by termination. Upon completion of the probationary period, the employee's seniority date shall relate back to the date of hire. Probationary employees shall be evaluated at the end of ninety (90) days and at the end of the probationary period.

- Promotional Probation: A promotion is defined as a change in classification to one of higher pay. An employee shall serve five (5) months of scheduled hours of probation in the new classification. Promotions to a higher classification based solely on education shall not require a promotional probation period. The promotional probation period may span more than one program year. If an employee fails promotional probation, the employee shall be treated as a permanent laid-off employee for the purposes of reinstatement to a vacancy in his/her previous classification.

ARTICLE 8 SENIORITY

8.1 Seniority Defined

- Seniority shall be defined as the length of service of an employee continuously working for the Agency.
- Classification seniority shall be defined as the length of service of an employee in a classification of the Agency.

8.2 Seniority Accumulation

8.2.1 Seniority shall be calculated as follows:

Seniority for those employed in Head Start, Early Head Start Programs and Shared employees should be as follows:

- Time worked from January 1, 1999 - Employees shall accumulate seniority by pay periods worked. In the event that two or more employees have the same seniority, the employee with the earliest date of hire shall be deemed to have seniority. In the event that there continues to be a tie the employee with lowest last four digits of their Social Security number shall be deemed to have seniority.

- Time worked prior to January 1, 1999 - Employees shall accumulate seniority by the year. In the event that two or more employees have the same seniority, the employee with the earliest date of hire shall be deemed to have seniority. In the event there continues to be a tie the employee with the most pay periods worked shall be deemed to have seniority. In the unlikely event that there continues to be a tie, the lowest last four digits of his/her Social Security number shall be deemed to have seniority.

Seniority for those employed in the Migrant & Seasonal Head Start and Migrant Early Head Start programs shall be as follows:

- Employees shall accumulate seniority by date of hire. In the event that two or more employees have the same seniority, the employee with more pay periods worked shall be deemed to have seniority. In the event that there continues to be a tie, the employee with the lowest last four digits of his/her social security number shall be deemed to have seniority.

In the event that an employee wishes to transfer from one program to another, seniority will be calculated on the process used by the receiving program.

8.2.2 Classification seniority shall be calculated from an employee's date of hire in their most current classification within a job category (i.e., Cook I/Cook II, Associate Teacher/Teacher I/Teacher II/Teacher III, etc...).

8.2.3 Seniority, regardless of type, shall be broken when an employee is terminated.

8.2.4 Employees on layoff or unpaid leave of one (1) pay period or less shall accumulate seniority.

8.2.5 Employees on layoff or unpaid leave of more than one (1) pay period shall neither accumulate nor lose seniority.

8.2.6 Employees on layoff or unpaid leave of absence of more than one (1) year or who do not return to employment with the Agency within one year of resignation shall lose all seniority.

8.2.7 Employees with greater seniority cannot bump another employee out of a position or work assignment except in the case of permanent layoff as described in Article 21.

ARTICLE 9 FILLING OF OPEN POSITIONS

9.1 Definitions

9.1.1 A "transfer" is any change of worksite which results from an employee requesting to fill a posted vacancy.

9.1.2 A "promotion" is a change in position to one of higher pay.

9.1.3 The parties recognize the role played by the Head Start Policy Councils in filling vacancies. It is understood that the Policy Council must approve all appointments into positions.

9.2 Positions that become Open during a Program Year

Bargaining unit positions that become open during a program year shall be posted at each center and on the E Center website for five (5) working days. - Employees may, at any time during the posting period, submit a written request to the Agency to transfer into a vacant position. For promotions, employees shall submit a written request and full application and supporting documents. Employees shall have the right to withdraw a written request to transfer or promote by correspondence to the Human Resources Director at any time until the position is filled or refuse the position at time of offer. Any such requests submitted before 5 PM on the last day of the posting shall be considered. Open positions will be filled in the following order:

9.2.1 Transfers. When applicant(s) are currently in the same classification as the open position and meet the special needs of the position, if any, the position will be filled by the most senior applicant provided:

- The transfer will result in an increase of hours for the employee;
- The transfer will significantly alter the employee's hours of work (AM to PM, split shift to single shift);
- The transfer will reduce the employee's commute to work;
- With the concurrence of the Agency, the transfer will resolve personal conflicts. If requests to transfer for personal reasons cannot be granted at the time position becomes vacant, the newly hired or promoted employee will be informed that their current position may be taken by a more senior employee as a result of the bid process the next program year.

9.2.2 Employees involuntarily displaced from their previous program year's assignment due to a reduction in positions at their previous site.

9.2.3 The most senior employee who receives the recommendation of the Agency interview panel.

Employees interested in being promoted shall submit an application detailing their qualifications for meeting the posted positions minimum requirements. The Agency shall conduct interviews to determine if applicants are qualified. Those applicants who meet the minimum requirements of the posted position will be interviewed by a panel consisting of, at a minimum, an Agency Manager/Supervisor, a bargaining unit employee familiar with the duties of the classification, and a parent. If a parent is not available the interview will proceed as scheduled. The Agency will submit the name(s) of bargaining unit employee panel members to the Union for its approval.

Interviews will consist of job related questions (both oral and written) developed by Human Resources. Specific job related testing may be required for certain positions.

The panel will discuss and agree upon the parameters of acceptable answers prior to any interview. Panel members who declare or are challenged by an employee for having a conflict of interest shall be excused from interviewing that particular employee.

9.2.4 Former employees who within two (2) years have requested re-employment and who left with proper notice and a satisfactory performance rating in the classification for which they are applying.

9.2.5 Outside applicants.

9.3 Assignment between Program Years

Prior to the end of a program enrollment year for each program, employees who work less than a full year shall notify in writing the Human Resources Director of their intent to return for the next program year. This notification shall state the employee's intention to return, their preference for replacement assignment if their previous position is unavailable, and any requests to transfer to another position. Such notice shall include specific sites, hours, and schedule of those hours. Employees may submit multiple requests if they indicate the priority of each request. A form for this notification shall be distributed by the Agency to each worksite at least two (2) weeks prior to the end of the program year. Employees shall sign for receipt of such form. Failure to complete this notification shall eliminate an employee's right to return to their previous position.

No less than thirty (30) days before the opening of sites for the new program year, the Agency shall provide the Union a list of all employees by their seniority; a list of available positions by site, classification, special requirements (special language requirement, experience/training with specific populations), number of work days, hours, shift, and the intent to return letters from employees.

The Agency will make assignments for the new program year in the following order provided the employee is in the appropriate classification and meets the special requirements, if any:

9.3.1 Employees returning to previous position.

9.3.2 Involuntarily displaced from their previous program year's assignment due to a reduction in positions at their previous site.

9.3.3 The most senior employee requesting a transfer.

9.3.4 The most senior employee who receives the recommendation of the Agency interview panel. (See procedures in Article 9.2.3)

9.3.5 Former employees who within two (2) years have requested re-employment and who left with proper notice and a satisfactory performance rating in the classification for which they are applying.

9.3.6 Outside applicants.

9.4 The Union will meet with the Agency to review assignments to raise questions, if any, about adherence to the above criteria in advance of notification to employees. Employees shall be mailed their assignment (site, classification, hours of work, etc.) at their last known address fourteen (14) days prior to the start of the program year.

ARTICLE 10 WORK OUT OF CLASSIFICATION

10.1 An employee assigned to work in a higher classification shall be paid five percent (5%) more than their current hourly wage or the entry level pay of the higher classification's pay range, whichever is greater, for each hour worked in the higher classification.

ARTICLE 11 INTERIM EMPLOYMENT

11.1 An employee's primary assignment is made at the time of hire i.e. Migrant Head Start, Head Start or Early Head Start. Employees may work in the other program during the program layoff of their assigned program. Such employment shall be considered interim. The hours and benefits of interim employment shall be dependent upon the classification, its pay range assignment and hours of the interim appointment. Employees seeking interim employment in essentially the same classification of their primary employment shall be treated as a transfer and not required to go through a competitive process.

ARTICLE 12 WAGES

12.1 Salary ranges have been established for each classification and are provided in Appendix A.

12.2 In the event that the Agency received funds designated for a Cost of Living Adjustment, all employees covered by this Agreement will receive a Cost of Living Adjustment pursuant to the term of the award.

12.3 In the event that the Agency received funds designated for a Cost of Living Adjustment, the Salary ranges in Appendix A shall be increased pursuant to the terms of the award. In January 2016 E Center issued a wage increase for specified positions as outlined in the wage table appendix. These targeted increases were in response to a wage comp study and in anticipation of the minimum wage increase. In July 2016, the Agency was awarded funds for a 1.8% COLA for the remaining classifications. E Center recognized that Cost of Living Adjustments and implemented that increase for all remaining position pursuant to the Notice of Award and as reflected in the wage table appendix

- 2018 May* - 2% general wage increase based on the employee's base hourly rate
- 2019 May* - 2% general wage increase based on the employee's base hourly rate
- 2020 May* - 2% general wage increase based on the employee's base hourly rate
- 2021 May* - 2% general wage increase based on the employee's base hourly rate

*All raises in May will be awarded on the first pay period of May each year.

Any COLA will be issued pursuant to funding and in accordance with the terms and conditions of the application and notice of award.

12.4 It is mutually understood that all spending of Federal funds is governed by Federal regulations 45 CFR part 74 - Uniform Administrative Requirements for Grants to Nonprofit Organizations and OMB circular A-122 - Cost Principles for Nonprofit Organizations; and grant conditions stipulated in the grant agreement funding guidance; and at no time shall any provision herein conflict with or supersede those requirements as determined by the Federal government.

12.5 The Agency and the Union agree to reopen Article 12 to meet and confer on an annual basis regarding rates for the program years during the life of this Agreement. The Agency will notify the Union annually upon receipt of confirmation of the Federal government approval for funding for future program years and agrees to initiate negotiations within thirty (30) days of the notice. The Union agrees that the reopening of Article 12 is not to be construed as a reopening of the entire agreement, and that the Union does not have the right to strike during any discussions regarding Article 12 that occur during the life of this agreement.

ARTICLE 13 HEALTH DENTAL AND VISION BENEFITS

The Agency offers certain benefits to eligible employees. These include:

- group health
- dental and vision insurance

Eligibility depends upon the specific requirements of each benefit plan.

13.1 Eligibility

Employees who work thirty (30) hours or more per week are eligible for insurance benefits, which require Agency eligibility.

13.2 Plan Description

All insurance benefits provided by the Agency are described in official documents, which are kept on file in the Human Resources Department. These documents are available for examination by any plan participant or beneficiary. In addition, these documents are the only official and binding materials concerning the Agency's insurance benefits, eligibility, coverage and termination of coverage. Those plan documents supersede all conflicting statements contained in this Agreement.

13.3 Health Dental and Vision Insurance Plans

The Agency will pay the premium for the employee's base medical, dental, and vision plans for eligible employees, up to the limits outlined in the table below in Sec. 13.3.1. The agency will also contribute to dependent coverage based on the base plan (Blue Shield Active Choice and Delta Dental Saver as applicable) for the term of this agreement, up to the limits outlined in the table below in Sec. 13.3.1. Should at any time during the term of this agreement, costs of medical or dental increase under the base plan or should the base plan no longer become available and a replacement plan costs higher than the current premium rates in effect in 2016, employees will pay any extra increase in premium if they wish to remain covered under the plan. Maximum employer contributions, to any health plan offered by E Center, throughout the term of the Agreement, therefore, are what is outlined in the table under Section 13.3.1.

13.3.1 Employee Portion of Premiums:

Every employee is responsible for paying his/her share of monthly premium contribution. Failure to do so would result in termination of coverage.

Monthly Medical and Dental, Vision Premiums – Union Employees

Blue Shield Active Choice			
	Total Premium	Employer Pays	Employee Pays
Employee Only	679.42	679.42	0
Employee & Spouse	1358.84	1081.88	276.96
Employee & Child(ren)	1230.23	1005.69	224.54
Employee & Family	2042.54	1486.88	555.66
Delta Dental Saver / Blue Shield Vision Services Plan			
	Total Premium	Employer Pays	Employee Pays
Employee	38.51	38.51	0
Employee & 1	73.63	56.07	17.56
Employee & 2 or more	118.19	78.33	39.86

ARTICLE 14 RETIREMENT AND SALARY DEFERRAL PLAN

The Agency shall continue to offer its current retirement and salary deferral plans to eligible employees.

14.1 Pre-Tax Insurance Premiums

All employees contributions to insurance benefit premiums, paid through payroll deduction, are made pre-tax, and based on the IRS section 125 code.

14.2 Retirement Plan

The Agency maintains a 403(b) Thrift Plan that allows employees to contribute toward their retirement. Eligible employees can begin contributing to the 403 (b) Thrift Plan as soon as the first of the month following their date of hire. Employees are eligible for employer contributions to the 403(b) Thrift Plan after twelve consecutive months in which the employee completes 501 hours of service with the Agency. The amounts in a Participant's Employer Contribution Account shall be 100% vested upon completion of two years of service. Contributions to the retirement plan are made on behalf of employees in addition to their regular annual earnings and are calculated based on those earnings. The percentage of the Agency's contributions for calendar year 2015 for bargaining unit employees is three (3) percent of the employee's gross salary. Contributions are made every pay period.

ARTICLE 15 HOLIDAYS

The schedule of holidays that the Agency will observe during each year will be published by the Human Resources Director prior to the beginning of the calendar year. Due to the nature of the E Center programs, all programs do not have the same holiday schedules. Employees should check with the Head Start Program Director for the applicable Program schedule.

15.1 Eligibility

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

Employees must work or be on approved paid leave the regularly scheduled workday immediately before and after the holiday in order to be paid. Based upon reasonable suspicion, an employee may be required to provide medical verification that they were ill and unable to work on the days in question in order to receive holiday pay.

15.2 Saturday/Sunday Holidays

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

15.3 Holidays during Paid Time Off

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

15.4 Holidays Observed

New Year's Day	January 1
Martin Luther King	January 3rd Monday
President's Day	February — 3rd Monday
Cesar Chavez Day	March 31
Memorial Day	May — Last Monday
Independence Day	July 4
Labor Day	September — 1st Monday
Veterans' Day	November 11
Thanksgiving	November — 4th Thursday
Day after Thanksgiving	November — Friday after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25

15.5 If an employee is authorized to work on an Agency scheduled holiday, they shall receive both holiday pay and one and one-half regular pay for all time worked. Upon employee request, Agency will consider changing the scheduled holiday for an alternate day.

ARTICLE 16 HOURS OF WORK AND OVERTIME

16.1 Hours of Work

16.1.1 The work week shall begin on Sunday and end on Saturday and is based on a full-time schedule of forty (40) hours.

16.1.2 Employees shall be provided with a work schedule at the time of hire. Any change in the schedule of less than thirty (30) days shall be made by written notice provided to the employee at least twenty-four (24) hours in advance. Changes to the schedule expected to last thirty (30) days or longer shall be made only with two (2) weeks written advance notice to the affected employee.

16.1.3 Time spent preparing a classroom, curricula and related materials shall be part of an employee's regular scheduled work day and shall be equivalent to thirty-five minutes per week per assigned child. This allocation shall be subject to further discussion in the Labor Management Committee.

16.1.4 Employees shall not be required to attend any meetings other than those regularly scheduled mandatory meetings for which written notice has been provided at least one (1)

week in advance, except for emergency meetings in which case at least twenty-four (24) hours notice shall be provided and the subject matter is emergency in nature.

16.2 Overtime

Overtime shall be compensated at time and one-half (1.5) of the employee's regular rate of pay for hours worked beyond eight (8) in one day or over forty (40) in a work week.

16.2.1 Planned, as opposed to spontaneous, overtime not specific to the work of a particular position shall be offered to employees in the same classification in order of seniority at the same work site, If there are no volunteers for the overtime assignment, then the overtime shall be assigned in reverse order of seniority within the same classification at the same work site.

16.3 PTO During Winter and Spring Closures

During each of the mandatory closure weeks during the winter and spring breaks, employees shall have the right to either elect or decline to use PTO or a combination of both PTO or unpaid time off for hours the employee is normally scheduled to work. If an employee has a PTO balance in excess of eighty (80) hours, the employee must elect PTO for the duration of the winter or spring break

ARTICLE 17 PAID TIME OFF

17.1 PTO Eligibility

All Regular Employees are eligible to accumulate Paid Time Off (PTO).

17. 2 PTO ACCRUAL

17.2.1 Accrual Rate

Eligible full time employees shall accrue PTO in each pay period in which they are on paid status from the first day of hire at the following rates:

Employment Years	Amount of PTO
1 & 2	4.46 hours per pay period
3 & 4	6.00 hours per pay period
5 +	7.54 hours per pay period

Eligible part time employees shall accrue PTO benefits on a prorated basis upon the hours regularly scheduled to work in the pay period.

E Center Accruals Proposed for ALL Non-Exempt Employees					
Accrual Breakdown	**Hours Worked per Week**	**Hours Accrued per Year**	**Hours Accrued per Pay Period**	**Hours Accrued per Week**	**CAP**
Year 1-2					**200.00**
100.0%	37.01 - 40.00	116.00	4.46	2.23	
87.5%	33.01 - 37.00	101.50	3.90	1.95	
80.0%	31.01 - 33.00	92.80	3.57	1.78	
75.0%	27.01 - 31.00	87.00	3.35	1.67	
60.0%	22.01 - 27.00	69.60	2.68	1.34	
50.0%	18.01 - 22.00	58.00	2.23	1.12	
40.0%	00.00 - 18.00	46.40	1.78	0.89	
Year 3-4					**200.00**
100.0%	37.01 - 40.00	156.00	6.00	3.00	
87.5%	33.01 - 37.00	136.50	5.25	2.63	
80.0%	31.01 - 33.00	124.80	4.80	2.40	
75.0%	27.01 - 31.00	117.00	4.50	2.25	
60.0%	22.01 - 27.00	93.60	3.60	1.80	
50.0%	18.01 - 22.00	78.00	3.00	1.50	
40.0%	00.00 - 18.00	62.40	2.40	1.20	
Year 5+					**235.00**
100.0%	37.01 - 40.00	196.00	7.54	3.77	
87.5%	33.01 - 37.00	171.50	6.60	3.30	
80.0%	31.01 - 33.00	156.80	6.03	3.02	
75.0%	27.01 - 31.00	147.00	5.65	2.83	
60.0%	22.01 - 27.00	117.60	4.52	2.26	
50.0%	18.01 - 22.00	98.00	3.77	1.88	
40.0%	00.00 - 18.00	78.40	3.02	1.51	

**** Note: Proposal is for ALL Non-Exempt Employees**

PTO for the migrant program employees will be credited back to July 1, 2018.

17.3 Use and Notice

PTO, which is scheduled and approved seventy-two (72) hours in advance, may be used at the employee's discretion. Supervisors are responsible for ensuring adequate staffing levels and should attempt, when feasible, to resolve PTO scheduling conflicts based on seniority.

Non-scheduled PTO maybe used for the short-term illness, injury or unanticipated health care provider appointments of the employee and their immediate family. Immediate family members are defined by the Agency. Employees will notify their supervisor at least one (1) hour before their start of shift of the need to be absent from work for non-scheduled PTO.

PTO may be used in increments of 1 /2 hour or more. The use of PTO shall not be counted as hours worked for the purposes of computing daily or weekly overtime. PTO may be used in daily incremental amounts to supplement SDI or Workers' Compensation income.

Employee requests for use of PTO shall be granted, absent critical staffing shortages, based on Program need.

Employees who are scheduled to work less than twelve (12) months per year may use all but six (6) days of accumulated PTO to extend their employment after Program seasonal closures.

17.4 Accumulation

Employees may not accumulate PTO above the following levels:

Less than 5 employment years	200 hours
More than 5 employment years	235 hours

Accumulated PTO will be paid upon termination of employment.

17.5 Notification

Employees shall notify their supervisor of unscheduled absences at least one (1) hour before the start of their shift. Employees absent more than three (3) days due to illness must submit a health care provider's certification of the need for the absence and again prior to returning to work certifying fitness to work. Employees will notify their supervisor of the anticipated return date or notify their supervisor each day of the continuing need to be absent on the following workday. Employees absent three (3) days or less may be requested to submit a health care provider's certification of the need for the absence based upon reasonable suspicion.

17.6 The Agency and the Union agree to reopen Article 17 to meet and confer regarding Paid Time Off accrual rates for employees working less than nine months a year for the program years of 2010-2011 and beyond. The Agency will notify the Union annually upon receipt of confirmation of the Federal government approval for funding for future program years and agrees to initiate negotiations within thirty (30) days of the notice.

ARTICLE 18 EXTENDED SICK LEAVE

18.1 Extended Sick Leave

18.1.1 Eligibility and Accrual Rate

All Regular Employees scheduled to work a minimum of thirty (30) hours per pay period are eligible to accumulate one point eighty-five (1.85) hours of Extended Sick Leave (ESL) for each pay period in which they work.

Eligible part time employees shall accrue ESL benefits on a prorated basis based upon the hours regularly scheduled to work in the pay period.

18.1.2 Use

Upon written request accumulated ESL may be used for illness and injuries of more than three (3) continuous work days, referred to as the deductible, of the employee or the employee's family member, as defined by the Agency, requiring the employee's absence. ESL may be used in daily incremental amounts to supplement SDI or Workers' Compensation income.

18.1.3 Notification

Employees must submit a health care provider's certification of the need for the absence in advance of using ESL and again prior to returning to work certifying fitness to work. Employees will notify their supervisor of the anticipated return date or notify their supervisor each day of the continuing need to be absent on the following workday.

18.1.4 Accumulation

Employees may not accumulate ESL above 520 hours. Accumulated ESL is not a vested benefit and will not be paid upon termination of employment. Employees who formerly accrued Sick Leave and are now eligible for Extended Sick Leave will have their accumulated balances transferred to their Extended Sick Leave bank.

18.1.5 When an employee returns to work from a period of extended sick leave and, during that day or prior to beginning the next scheduled work day, they find they have returned too early they shall be allowed to resume ESL. There shall be no requirement to use any Paid Time Off to qualify for the resumption of ESL under these circumstances.

18.1.6 Bereavement Leave

The Union and the Agency recognize that a time of bereavement is very difficult. For absences due to the death of an "immediate family member," employees shall be able to use up to five days of ESL. Nothing in this section shall prevent employees from requesting PTO for bereavement.

"Immediate family member" is defined by this section as the employee's parents, spouse, domestic partner, child, sibling, grandparents, grandchildren, spouse's/domestic partner's parents, step parents, and step children.

ARTICLE 19 OTHER LEAVES

19.1 Jury Duty Leave

Leave with pay, up to a maximum of ten (10) work days per calendar year, shall be granted for those days employees are on jury or witness duty, unrelated to the employee's regular duties, and in connection with civic duty.

19.1.1 Employees released from court responsibilities prior to the end of their workday shall notify the supervisor to determine the need to return to work. Employees must surrender any fees received for their court appearance in order to receive compensation under this section.

19.1.2 Employees are responsible for submitting documentation of time served on jury duty and the amount of compensation received. The Agency shall be reimbursed for all jury fees paid to the employee other than transportation and parking.

19.1.3 Time spent in court proceedings directly related to the employee's regular duties shall be served without loss of pay or benefits.

19.2 Voting

The Agency shall comply with all applicable laws in allowing employees unpaid time to vote.

19.3 Military Leave

Up to two weeks leave with full pay (less military pay) shall be provided annually for required service in the National Guard or military reserves. Any employee requesting military leave should submit such written request promptly and accompany any such request with a copy of their orders indicating the beginning and ending dates of their active duty period. Military Spouse Leave will comply with the State and Federal Law.

19.4 School Leave

Employees may request up to forty (40) hours off per calendar year in order to attend and participate in school activities of any dependent child. No more than eight (8) hours may be taken during any single month and time off must be approved in advance. Employees must use PTO, if available.

19.5 Family Medical Leave Act/California Family Rights Act

E Center intends to comply with the California Family Rights Act (CFRA) of 1992 and the Federal Family Medical Leave Act (FMLA) of 1993 and amends in all respects. In order to be eligible for this leave, the employee must meet certain qualifying criteria in accordance to the FMLA and CFRA regulations. For questions about eligibility employees should contact the Human Resources Benefits Coordinator. Such information is also available through the State of California Fair Employment and Housing Commission and the United States Department of Labor.

This act provides job and benefit protection for up to twelve (12) weeks in a leave year, which is the 12-month period measured from the date the employee's leave commenced.

Employees are to use their PTO, or Extended Sick Leave in accordance with E Center's policy regarding leave of absences and according to the legal requirement.

19.6 Paid Family Leave

All California employees are eligible for Paid Family Leave benefits immediately upon employment.

Employees are to use their PTO, or Extended Sick Leave to coordinate their Paid Family Leave benefit through the State of California.

Paid Family Leave insurance does not provide job protection or return rights. Your job may be protected if your employer is subject to the Family Medical Leave Act and the California Family Rights Act. You must notify your supervisor of your reason for taking leave in a manner consistent with E Center's leave policy.

For questions about eligibility requirements or other restrictions, employees should contact the Human Resources Department.

19.7 Unpaid Leave

Regular employees who have been employed with the Agency for one full calendar year may request an unpaid leave of absence of up to six (6) consecutive work months for personal reasons. A request for such leave must be in writing stating the reason for the leave and intention of the employee to return to work on a specified date. Approval of such leave is dependent on Program needs. Upon return, every effort will be made to place the employee in the same position or one of like status and pay. If such is not available, the employee will be eligible for normal termination benefits. An employee on Unpaid Leave is not eligible for any fringe benefits except under COBRA laws.

19.8 Union Leave

Upon one week's notice, employees may request release time without loss of benefits to attend training, conventions and other Union functions. Employees must use PTO, if available. Union leave time shall not exceed two hundred forty (240) hours per year and no single employee will be eligible for more than sixteen (16) hours per year.

19.9 Leave Administration

Requests for leave should be submitted to the employee's supervisor in writing as far in advance as possible. Decisions on granting leaves which are optional shall be based on Program needs. Every employee on a leave of absence for reasons that qualify under the Family Medical Leave Act shall be required to utilize all available Paid Time Off and Extended Sick Leave while on leave, in accordance with the law.

All employees returning from a paid leave of thirty (30) days or less shall be returned to their previous position. All employees returning from a paid leave of thirty days or more shall be returned to the same classification and worksite held at the commencement of the leave.

If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of such leave, the employee will be considered to

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

19.10 Benefits While on Leave

The Agency will provide health insurance and other benefits to employees on leave only as required by law. In some instances employees may be required to pay for the maintenance of benefits.

ARTICLE 20 DISCIPLINE AND DISCHARGE

20.1 The Agency shall have the right to discharge, suspend, and/or take any disciplinary action against an employee for just cause. If the employee believes such action was taken without cause and resulted in the termination of the employee or a suspension without pay, the matter may be pursued through the grievance provisions of this Agreement.

20.2 All disciplinary notices, except oral warnings, shall be given to the employee in question in writing and shall provide for the employee's response. The employee shall be provided with a space to indicate receipt of the document but not necessarily agreement with its content. All records of a disciplinary nature will be maintained in the employee's personnel file, but if the employee has no further disciplinary problems for a period of one (I) year from the date of disciplinary action in question it will not be considered as grounds for further discipline.

20.3 The Agency has developed guidelines for its managers when considering discipline and each employee is encouraged to familiarize themselves with these guidelines.

20.4 The Agency shall provide the designated Union staff member a copy of all written suspensions and terminations. Such notification shall be made on the same day as notification to the disciplined employee of the suspension or termination

ARTICLE 21 PERMANENT LAYOFF AND RECALL

21.1 Permanent Layoff

Permanent layoff shall be defined as a reduction in the workforce or hours not a result of program year closings or a temporary layoff as defined above. In the event of a permanent layoff, the Agency agrees to meet and confer with the Union over impact on employees, as required by law. Permanent Layoff shall be done by program. For the purposes of this section, the programs are: Head Start, Early Head Start, and Migrant Seasonal Head Start/Migrant Early Head Start, inclusive of shared staff.

21.2 Permanent Layoff Steps

In the event of a permanent layoff, the Agency shall lay off all Temporary employees in the affected classification first. Then if further reductions in staff are required, the Agency shall determine the number of employees, by location, who will permanently

laid off. In determining which specific employees, by location, will be permanently laid off, the Agency will lay off employees by inverse classification seniority.
Those employees who are identified for permanent lay off will be notified at least ten (10) days in advance of the effective date of the permanent layoff, whenever possible. The notice to the employee shall include a listing of all vacant positions available within the Agency. An employee shall have up to ten (10) working days after receipt of the layoff notice to give written notice to the Agency of their desired placements and their intention to accept any of the desired placements, pursuant to assignment by the Agency, as set forth in Section below. The Agency and the Union agree to meet and confer regarding the effects of the permanent layoffs during the time period that the employees are considering their placement options. If the employee fails to provide timely notice, they will forfeit placement rights pursuant to this section.

The Union shall simultaneously be sent copies of the notices, a listing of all vacant positions available within the Agency, and the classification seniority list.

21.3 Permanent Layoff Procedures

Employees who are identified to be permanently laid off shall be entitled to the following placement options:

- If there is a vacant position for which the affected employee meets the minimum qualifications, within the same or a lesser classification as the affected employee, the affected employee shall have first preference for that position. If the employee is requesting a placement in the same or a lesser classification, the employee will not be required to interview for the position. In the event that there are two or more employees who request to be placed in the same vacant position, the employee with greater classification seniority shall be granted the position.

- If there is a vacant position for which the affected employee meets the minimum qualifications, within a greater classification than the affected employee, the employee will be required to interview for the position, pursuant to the terms of Article 9.

- The affected employee shall have the right to bump the least senior employee, based on classification seniority, in a classification that the affected employee currently holds or previously held within 30 miles of the affected employee's work location, unless the employee no longer meets the minimum qualifications for the position. In the event that there are two or more employees who request to bump the same employee, the employee with greater classification seniority shall be granted the position.

- The affected employee may choose to accept the permanent layoff.

If the affected employee is not placed through the application of the steps above, or if the employee chooses to accept the layoff through the application of the steps

above the employee shall be deemed to have been laid off. The affected employee shall receive a final notice of permanent layoff which will be effective within ten (10) working days of receipt.

21.4 The affected employee who replaces another employee in the same or equal classification shall retain their current rate of pay and continue to receive all regular pay increases. The affected employee who bumps to a lower classification shall enter the pay range of the classification at the pay rate nearest to their current rate of pay.

21.5 Recall Rights

Employees on permanent layoff shall be recalled in the following manner:

- An employee whose hours have been reduced pursuant to this section shall be offered any available increases in hours in the classification prior to a new employee being hired in that classification.

- Permanently laid off employees shall have recall rights for up to twelve (12) months from the last day of work. Recall shall be by classification seniority, with the most senior employee being recalled first. A permanently laid off employee shall be offered both full and part-time positions for which they qualify. An employee may refuse an offer to return to a non-comparable position (i.e.in terms of pay hours, classification grade, and/or benefits) and remain on the recall list.

- The Agency shall provide the Union with a recall list and copies of all notices of recall in advance of recall notices being mailed to employees.

21.6 The Agency shall notify an employee of recall by sending a certified letter by US Mail to the employee's most recent address on file, at least one (1) week prior to the date that the employee is scheduled to return to work. It is the employee's responsibility to notify the Human Resources Department of any change in address. Notice of acceptance of recall may be by telephone, or in person, to the Human Resources Department, but must be confirmed in writing.

21.7 No new employees may be hired into a classification affected by permanent layoff until all employees on layoff who desire to return to work have been recalled.

21.8 In the event a permanently laid off employee declines recall from layoff for a comparable position or does not return to work on the date that the employee has been scheduled to report to work, the employee shall be deemed to have voluntarily resigned their employment.

21.9 Employees eligible for recall shall be provided with written notice of all vacant or newly created positions during their recall period.

21.10 Temporary Layoff

"Temporary Layoff' shall be defined as the temporary reduction in the workforce

and/or the reallocation of employees resulting from the temporary closure of a worksite or classroom expected to last no longer than thirty (30) days. In the event of a temporary layoff, the Agency agrees to meet and confer with the Union over the impact on employees, as required by law.

21.11 Temporary Layoff Procedures

In the event of a temporary closure of a worksite or classroom expected to last no longer than thirty (30) days, the employer shall notify the affected employees at the worksite being temporarily closed. Temporary layoffs will be determined based on classification seniority. In the event of a temporary layoff, the affected employees shall be notified in writing at least five (5) working days in advance of the effective date of the layoff, wherever possible.

Affected employees shall be offered reassignment to any vacant positions for which the employee meets the minimum qualifications and currently holds or has previously held the position as a regular employee assignment, available within thirty (30) miles of the affected worksite or classroom, by classification seniority. Affected employees shall have the right to decline reassignment. In the event that an affected employee accepts reassignment, the affected employee shall maintain his or her current rate of pay.

21.12 Temporary Promotions

Employees affected by temporary layoff through the operation of sections above shall not have the right to be placed in a position which is a promotion (defined as a higher grade level) unless the employee previously held the position as a regular employee assignment in good standing. The Agency may offer a temporary promotion to an employee that meets the minimum qualifications for the position, based upon the needs of the Agency.

21.13 Benefits

During the period of temporary layoff, an employee who declines reassignment as outlined above or who cannot be reassigned as outlined above due to the lack of an appropriate position shall be entitled to continued health benefits as outlined in Article 13.

21.14 Termination of Temporary Layoff

A temporary layoff shall not last longer than thirty (30) days. In the event that a temporary closure of a worksite or classroom lasts longer than thirty (30) days, the Agency shall invoke the Permanent Layoff section. Prior to the invocation of the Permanent Layoff section, temporarily reassigned employees shall be returned to their original worksites assignments.

21.15 Ability of Employee to Seek Unemployment Benefits

The parties recognize that the Employment Development Department of the State of California has the exclusive right to determine eligibility for unemployment benefits.

ARTICLE 22 REST BREAKS AND LUNCH PERIODS

22.1 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.

22.1.1 Employees assigned to constant service demand areas (teachers, receptionists, etc.) shall have their scheduled breaks posted bi-weekly. The posting shall specifically identify the needed replacement, if any, to cover each employee's break.

22.1.2 Employees assigned to constant service demand areas that are denied scheduled rest breaks shall be compensated at one and one half times their regular rate for each break missed, in addition to being paid at their regular rate for the break itself, not in addition to any penalty or wage required by the State of California, if any, because of a missed rest break. An employee shall submit a written request for this penalty pay directly to the Head Start Program Office within five (5) workdays of the occurrence, specifying the reason the break was missed.

If the request for penalty pay is denied by the Head Start Program Officer, a grievance may be submitted to the grievance procedure.

22.1.3 Employees not assigned to constant demand areas (specialists, family educator, etc.) shall be responsible for determining the time of their breaks. In the event either the employee or the employee's supervisor believes that these self-scheduled breaks are not consistently being taken, either party may demand that the Agency treat the employees as if they were assigned to a constant service demand area.

22.2 Lunch Periods

Employees not assigned to a classroom and scheduled for any work period of more than five (s) hours shall have a duty free one-hour meal period scheduled as near as practicable to the middle of their shift. Where mutually agreed by the employee and the supervisor, a one-half hour meal period may be taken. When an employee assigned to work in a classroom during the children's meal time, it is considered instructional time and will be conducted in accordance with the Agency's Program Policies. This time is not considered the employee's meal period. Employees are provided duty-free meal period in accordance with California Wage and Hour laws.

No employee shall work a work period of more than five (5) hours without a lunch period of not less than thirty (30) minutes, except that when a work period of not less than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the Agency and the employee.

ARTICLE 23 SAFETY

23.1 General

23.1.1 The Agency shall provide a safe workplace for all employees.

23.1.2 The Agency shall make a sufficient number of cellular phones available for checkout, by employee request, for use by employees making home visits.

23.2 Workplace Safety
The Agency shall provide, at least yearly, training on handling children with difficult behavior.

23.3 Acts of Aggression
The parties agree to follow the Agency Practices Related to Children's Acts of Aggression procedure as revised in September 2010.

ARTICLE 24 LABOR MANAGEMENT COMMITTEE

24.1 The Agency and the Union agree that open communication is beneficial to the collective bargaining relationship. Therefore, a maximum of five (5) representatives for the Agency and five (5) representatives for the Union shall comprise a Labor-Management committee. The Agency representatives shall be a minimum classification of manager. Union representatives shall be either officers or stewards and shall include the Union Field Representative and represent both Agency Head Start programs.

The committee shall meet quarterly for two (2) hours at 10:00 AM on the third Thursday of February, May, August and November on paid time at a mutually agreed upon time and place (unless otherwise mutually agreed upon). The committee may invite guests with special expertise. This committee shall address topics of mutual interest and concern. One Agency representative and one Union representative shall be selected to share meeting facilitation and outcome recording on a rotating basis. Agendas will be mutually agreed by these parties and distributed to the full committee two-weeks in advance of the meeting.

ARTICLE 25 GRIEVANCE PROCEDURE

25.1 Definition
A grievance is claim by the employee or the Union that the Agency has violated an express provision of the Labor Agreement or an appeal of a disciplinary action. Oral Warnings which do not result in termination or loss of pay are not subject to the grievance procedure. Written Warnings which do not result in termination or loss of pay are not subject to the arbitration process.

25.2 General Procedures

A grievance may be submitted by any employee or by the Union on behalf of any employee(s). It shall be the goal of the Union and the Agency to resolve grievances at the lowest level possible. Before filing a formal grievance, an employee is encouraged, not required, to discuss the problem with the immediate supervisor, and the employee may do so with or without a steward being present. Employees shall have the right to Union representation at all steps of the grievance procedure.

The grievance shall state the issue(s) of the grievance, the date of the alleged violation, including the articles of the contract breached if applicable and the name of the person filing the grievance. It must also include a proposed remedy. The grievance may be submitted on a form provided by the Union. Written grievances may be submitted by US Post, fax, email, internal mail or hand delivered.

Time limits may be extended upon written mutual agreement. If the Agency fails to comply with the grievance time limits, the grievance shall proceed through the steps. If the Union and/or employee fail to comply with the grievance lime limits, the grievance shall be settled upon the basis of the Agency's last response.

25.3 Grievance Procedure

The grievance procedure shalt consist of the following:

25.3.1 The Union or any employee declaring a grievance to exist shall submit same in writing to the Human Resources Director as promptly as possible, but no later than fifteen (15) work days following either the occurrence out of which the grievance arose or following the first date upon which the grievant or Union could reasonably be assumed to have known of the occurrence.

25.3.2 Within eight (8) work days after the written grievance is submitted, a grievance meeting between the Department Head and/or an Agency designee (and/or other Agency designee) and the grievant, his/her steward and/or Union Representative shall be scheduled and held within two weeks, schedules permitting. The Union shall provide a non-binding time estimate to the Agency prior to the grievance meeting.

25.3.3 The Agency shall provide a written answer to the grievance within five (5) working days after the grievance meeting. Should a grievance remain unresolved after the Agency's written answer, the Union may advance the grievance to binding arbitration provided it provides written notice to the Agency within fourteen (14) calendar days from receipt of the Agency's written answer.

25.3.4 Arbitration

Any grievance filed more than fifteen (15) working days after the cause for complaint was known to the employee or Union shall be considered waived and shall not be subject to arbitration. Disciplinary actions which do not result in termination or loss of pay are not subject to arbitration. A grievance that is not advanced through the grievance procedure or to arbitration as set forth herein in a timely manner by the Union shall be deemed waived and shall not be subject to arbitration. The time limits contained in this Section may be extended by mutual consent.

An arbitrator shall not review more than one grievance on the same hearing date or series of hearing dates, except by mutual agreement of the parties.

Upon written demand for arbitration, the parties shall attempt to select a mutually acceptable impartial arbitrator. If chosen thereby, the arbitrator shall be notified in writing and asked to schedule a hearing.

If the foregoing does not result in the selection of an arbitrator within seven (7) calendar days from receipt of the written demand for arbitration, the requesting party may, by written request to the Federal Mediation and Conciliation Service with a copy to the other party, ask that each party be supplied with a list of seven (7) reputable, experienced initiators. The parties will select an arbitrator within seven (7) calendar days of receipt of the FMCS panel by alternately striking names, with the first strike being by lot.

The parties agree that the submission to the arbitrator shall be based solely upon the original written grievance submitted in the grievance procedure. The award of the arbitrator shall be final and binding on both parties to this Agreement. The function of the arbitrator shall be judicial in nature rather than legislative, and his or her power shall be strictly limited to determining the meaning and interpretation of the explicit terms of this Agreement expressly set forth herein and issuing an award in accordance herewith. The arbitrator shall have no power to add to, ignore, amend or modify any terms or provisions of this Agreement. Only a grievance which is an alleged violation of a specific provision as written and expressed in this Agreement can be reviewed on the merits by the arbitrator. The arbitrator shall not deprive the Agency or the Union of any rights expressly or impliedly reserved to them.

Each party shall bear its own expenses that it incurs in presenting its case; including, but not limited to all legal fees incurred by the respective party. The "costs of the arbitration", including the meeting room, the arbitrator's fees and expenses, and the expenses of the transcript shall normally be shared equally between the parties. If the arbitrator determines that a party's position, with respect to the issue presented to the arbitrator is wholly without merit, the arbitrator, in his or her judgment, shall have the authority to order that party to pay the "cost of arbitration."

Any grievance not presented as provided above shall not be considered by the arbitrator.

ARTICLE 26 MISCELLANEOUS

26.1 Employee Education

In order to meet Section 648A of the Head Start Act (Staff Qualifications and Development), the Agency shall support employees who seek advanced education in the following ways:

26.1.1 Based on Program needs, the Agency shall temporarily adjust an employee's scheduled work hours in order for the employee to attend a required class (assuming the class is not offered during non-scheduled work hours).

26.1.2 Based on limited budget funding for career development, the Agency will consider reimbursing employees for tuition costs of employees seeking an associate degree, a baccalaureate or advanced degree in early childhood education or a field related to their career path at E Center, from an accredited institution of higher education. Employees who demonstrate the shortest time to completion of a degree in order to meet the most current Federal Mandate shall have priority.

26.1.3 In accordance with the Head Start Act of 2007, employees who receive financial assistance to pursue a baccalaureate or advanced degree shall: Teach or work in the Agency's Head Start programs for a minimum of three (3) years after receiving the degree; or repay the total or a prorated amount of the financial assistance received based on the length of service completed after receiving the degree.

26.1.4 Employees seeking financial assistance or an adjustment in schedule shall submit to the Agency an Education Plan in writing for pre-approval no later than one month prior to the class registration deadline. The Agency shall approve or deny the request in writing within 2 weeks of the employee's request. Agency denials of such requests shall be based on the availability of funds, Agency priorities for reimbursement, classes are not consistent with the Educational Plan, or the request for adjusted hours does not meet Program needs.

26.2 Mileage Reimbursement

Employees requested to use personal vehicles for Agency business shall be reimbursed on a per mile basis at the current Federal rate.

26.3 Supplies, Tools and Equipment

The Agency shall provide all supplies, tools and equipment necessary for the performance of required duties.

26.3.1 For expenses not covered by the petty cash fund, the Agency, when possible, will reimburse employees for all pre-approved expenses for goods or services for use at work within four (4) weeks of receiving a properly executed Local Area Travel (LAT) reimbursement form with receipts attached.

26.3.2 All Center Repair/Maintenance Requests, Van Repair/Maintenance Requests, Purchase Orders and other requests for tools, equipment or supplies will normally be filled within seven (7) days of receipt by the Agency. If the item(s) requested is not available or the request is being denied then the employee shall be informed of the status of their request within fourteen (14) days.

26.4 Americans With Disabilities Act (ADA)

The Agency and the Union acknowledge that the Americans with Disabilities Act (ADA) and other state and federal statutes require accommodation for employees under that

statute, that accommodations must be determined on an individual case by case basis, and that the Agency has a legal obligation to meet with employees, upon the employee's request, to discuss accommodations.

26.5 No Reduction in Benefits

No employee shall suffer the loss of wage or any economic benefit unless specifically modified by a provision of this Agreement; excepting those losses resulting from just cause.

26.6 Non-Discrimination

No employee of E Center shall be treated discriminatorily because of race, religion creed, color, national origin, ancestry, sex, sexual orientation, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, membership or participation in an employee organization, political affiliation, age, or other grounds prohibited by applicable state or federal law.

26.7 Separability

In the event that any provision of this Agreement shall be held to be in violation of any state or federal law or regulation, such a finding shall not in any way effect the remaining provisions of this Agreement. The parties agree that they shall commence negotiation to alter the unlawful provision within thirty (30) calendar days of receiving notice of a final judgment or decision which is binding.

26.8 No Strike/No Lockout

26.8.1 During the period of this Agreement, the Union agrees that it will not authorize, cause, induce, support, or condone any strike, picketing, sympathy strike, work stoppage, slowdown of work, or walkout by any employee covered by this Agreement. Employees who engage in any such act shall be deemed to have violated this section. It is further agreed that the honoring of a picket line covering the entrance to an E Center facility shall constitute a violation of this section.

26.8.2 The Agency agrees that, during the term of this Agreement it shall not lock out any of the employees covered by this Agreement.

26.9 Employees have the right to inspect their Personnel File pursuant to California Labor Code Section 1198.5. Employees may submit a rebuttal to any item in their Personnel File. Nothing in this section shall abridge an employee's rights pursuant to California Labor Code Section 1198.5.

ARTICLE 27 OVERPAYMENT/UNDERPAYMENT

In the event that an employee is underpaid for any reason, the Agency agrees to remit payment to the employee within ten (10) working days of notification to the Agency of the underpayment.

In the event that the Agency overpays an employee for any reason, the employee must return or repay the overpayment to the Agency no later than the time the overpayment took to accrue. For example, if the employee is overpaid for a period of two months, the employee has two months to repay the Agency the amount that the employee was overpaid. In keeping with current practice, the term "overpayment" includes the employee's failure to pay his/her insurance premiums as required.
Nothing in this section shall prohibit the employer and the employee from making a separate agreement
to repay an overpayment.

If either the Agency or an employee becomes aware that the employee has been overpaid or underpaid, the applicable party shall inform the other party as soon as practicable

ARTICLE 28 TERM OF AGREEMENT

This Agreement shall be effective upon signature of the parties except for those provisions which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect up to and including April 30, 2022, and shall continue thereafter from year to year unless at least one hundred and eighty (180) days prior to expiration, either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement.

Agreed to by:

For SEIU: **Date**

John Stead Mendez, Executive Director — 1/17/18

Timothy Gonzales, Region A Field Director

Chris Bolshazy, Field Representative — 12/3/18

Glen Sharp, Field Representative — 12/3/2018

Isabel Madrigal, Bargaining Team Member — 12-3-18

Norma Rios, Bargaining Team Member — 12/3/18

Rosa Martinez, Bargaining Team Member — 12/3/18

Rocio Sawyer, Bargaining Team Member — 11-5-18

Barbara Strausz, Bargaining Team Member — 11/5/18

Lorena Weaver, Bargaining Team Member — 11-7-18

For E Center: **Date:**

Kulraj Samra, CEO — 2/4/2019

Al Bonnenfant, HR Director — 2/4/2019

E Center Pay Scale - 2018

Salary Range	ALL HEAD START PROGRAMS	Job Code	Wage Scale 2016		Wage Scale 2017 - 1% COLA		Wage Scale 2018 With Minimum Wage	
1.0	Teacher Aide	1000	$10.50	$12.72	$10.61	$12.85	$11.00	$13.30
1.0	Cook Aide	1001	$10.50	$12.72	$10.61	$12.85	$11.00	$13.30
1.0	Transportation Aide	1002	$10.50	$12.72	$10.61	$12.85	$11.00	$13.30
1.0	I/T Home Base Aide	1003	$10.50	$12.72	$10.61	$12.85	$11.00	$13.30
1.0	Teacher Assistant I	1004	$10.50	$12.72	$10.61	$12.85	$11.00	$13.30
1.0	Janitor	1005	$10.50	$12.72	$10.61	$12.85	$11.00	$13.30
1.0	Receptionist	1007	$10.50	$12.72	$10.61	$12.85	$11.00	$13.30
2.0	Transporter/Cook Aide	1020	$10.87	$13.25	$10.98	$13.38	$11.39	$13.85
2.0	Cook I	1010	$10.87	$13.25	$10.98	$13.38	$11.39	$13.85
3.0	Teacher Assistant II Floater	1108	$11.06	$13.80	$11.17	$13.94	$11.42	$13.94
4.0	Groundskeeper	1013	$11.41	$13.92	$11.52	$14.06	$11.52	$13.94
5.0	I/T Teacher Assistant Floater (II)	1129	$11.98	$14.60	$12.10	$14.75	$12.10	$14.75
5.0	I/T Associate Teacher Floater (II)	1107	$11.98	$14.60	$12.10	$14.75	$12.10	$14.75
5.0	Cook II	1015	$11.98	$14.60	$12.10	$14.75	$12.10	$14.75
6.0	Teacher Assistant II	1006	$12.15	$14.81	$12.27	$14.96	$12.27	$14.96
6.0	I/T Teacher Assistant II	1135	$12.15	$14.81	$12.27	$14.96	$12.27	$14.96
6.0	Preschool Associate Teacher	1111	$12.15	$14.81	$12.27	$14.96	$12.27	$14.96
7.0	I/T Associate Teacher	1019	$12.65	$15.41	$12.78	$15.56	$12.78	$15.56
8.0	Secretary	1018	$13.12	$16.00	$13.25	$16.16	$13.25	$16.16
9.0	Cook III	1104	$13.22	$16.10	$13.35	$16.26	$13.35	$16.26
10.0	Family Educator I	1023	$13.28	$16.18	$13.41	$16.34	$13.41	$16.34
10.0	I/T Teacher I	1021	$13.28	$16.18	$13.41	$16.34	$13.41	$16.34
10.0	I/T Family Educator I	1094	$13.28	$16.18	$13.41	$16.34	$13.41	$16.34
10.0	Family Advocate I	1022	$13.28	$16.18	$13.41	$16.34	$13.41	$16.34
12.0	I/T Teacher II	1026	$14.02	$17.09	$14.16	$17.26	$14.16	$17.26
12.0	I/T Teacher/Family Educator II	1118	$14.02	$17.09	$14.16	$17.26	$14.16	$17.26
12.0	I/T Teacher/Family Advocate II	1123	$14.02	$17.09	$14.16	$17.26	$14.16	$17.26
12.0	Family Educator II	1099	$14.02	$17.09	$14.16	$17.26	$14.16	$17.26
12.0	Preschool Teacher II	1032	$14.02	$17.09	$14.16	$17.26	$14.16	$17.26
12.0	Preschool Teacher/Family Educator II	1029	$14.02	$17.09	$14.16	$17.26	$14.16	$17.26
12.0	Preschool Teacher/Family Advocate II	1093	$14.02	$17.09	$14.16	$17.26	$14.16	$17.26
12.0	I/T Family Educator II	1095	$14.02	$17.09	$14.16	$17.26	$14.16	$17.26
12.0	Family Advocate II	1028	$14.02	$17.09	$14.16	$17.26	$14.16	$17.26
13.0	Bus Driver	1027	$15.78	$19.23	$15.94	$19.42	$15.94	$19.42
14.0	I/T Teacher III	1034	$16.10	$19.62	$16.26	$19.82	$16.26	$19.82
14.0	I/T Teacher/Family Educator III	1119	$16.10	$19.62	$16.26	$19.82	$16.26	$19.82
14.0	I/T Teacher/Family Advocate III	1124	$16.10	$19.62	$16.26	$19.82	$16.26	$19.82
14.0	Family Educator III	1100	$16.10	$19.62	$16.26	$19.82	$16.26	$19.82
14.0	Preschool Teacher III	1033	$16.10	$19.62	$16.26	$19.82	$16.26	$19.82
14.0	Preschool Teacher/Family Educator III	1036	$16.10	$19.62	$16.26	$19.82	$16.26	$19.82
14.0	Preschool Teacher/Family Advocate III	1131	$16.10	$19.62	$16.26	$19.82	$16.26	$19.82
14.0	I/T Family Educator III	1096	$16.10	$19.62	$16.26	$19.82	$16.26	$19.82
14.0	Family Advocate III	1035	$16.10	$19.62	$16.26	$19.82	$16.26	$19.82
15.0	Facility Specialist	1039	$16.86	$20.54	$17.03	$20.75	$17.03	$20.75
15.0	Health and Nutrition Specialist	1046	$16.86	$20.54	$17.03	$20.75	$17.03	$20.75
15.0	Family Childcare Specialist (AA)	1041	$16.86	$20.54	$17.03	$20.75	$17.03	$20.75
17.0	Family Childcare Specialist (BA)	1136	$17.70	$21.57	$17.88	$21.79	$17.88	$20.75

Service Employees International Union - Local 1021

Field Representative_____

Union Steward _____

Telephone Number _____

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