

COLLECTIVE BARGAINING AGREEMENT

Head Start Child Development Council of San Joaquin County

&

Service Employees International Union, Local 1021

2014 – 2016

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ARTICLE I **AGREEMENT**

This agreement is entered into between Head Start Child Development Council, Inc., doing business in San Joaquin County (hereinafter referred to as the "Agency") and Service Employees International Union, Local 1021, (hereinafter referred to as the "Union").

ARTICLE II **RECOGNITION**

Section 1 – Recognition

The Agency recognizes the Union as the sole and exclusive bargaining agent for the purposes of collectively bargaining wages, hours, and other conditions of employment for all employees in the bargaining unit.

Section 2 – Bargaining Unit Defined

The bargaining unit shall be defined as all Head Start Child Development Council, Inc. employees working one hundred (100) or more hours in the most recent quarter or two hundred (200) hours or more in the past two quarters including full time, part time, and temporary Teachers, Assistant Teachers, Substitute Teachers, Long Term Teacher Substitutes, Substitute Teacher Assistants, Long Term Teacher Assistants Substitutes, Teacher Aides, Teacher Aides in Training, Parent Educators, Office Clerks, Office Assistants, Transporters, Bus Drivers, Cooks, Home Visitors, Family Service Workers, Family Service Worker Supervisors, Kitchen Aides, Maintenance Workers, Mentor Teachers, and Custodians employed in San Joaquin County, California and at the Brentwood work site and excluding managers, supervisors, confidential, and professional employees as defined in the National Labor Relations Act.

Section 3 – New Classifications

Prior to the implementation of any new classification, 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 binding arbitration under the same arbitration procedures set forth in the Grievance Procedure and Arbitration Article. Such submission shall begin at the arbitration step.

Section 4 – Compliance with Law and Regulation

The Agency and the Union shall comply and recognize all State and Federal Regulation including but not limited to Title V, Title 22, Head Start Act and Head Start Performance Standards will pre-exempt any local agreements.

ARTICLE III

OPERATION OF AGREEMENT

Section 1 - General

This Agreement, including attachments and side letters, constitutes the sole and entire existing Agreement between the Union and the Agency and supersedes all previous Agreements or understandings.

The waiver of any breach or condition of this Agreement shall not constitute a precedent for any further waiver of such breach or condition.

The Agency and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Agency and the Union, during the term of this Agreement, each waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, even though such subjects may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2– Management Rights

Except as otherwise expressly limited by the terms of this Agreement, the Agency, shall retain all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the Agency, or any division or part thereof. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Agency, shall include the following:

- A. To determine the services to be provided.
- B. To determine the Employers financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the program in which the employees in the bargaining unit are employed.
- D. To close any office, branch, operation, facility or combination of facilities, or to relocate, reorganize or combine the work of programs, offices, branches, operations or facilities.
- E. To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote and assign equipment or supplies.
- F. To determine the need for a reduction or an increase in the work force.
- G. To establish revise and implement reasonable standards for hiring, classification, promotion, quality of work, safety materials and equipment.

- H. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- I. To assign shifts, workdays, hours of work and work locations consistent with the terms of this agreement.
- J. To designate and to assign all work duties.
- K. To determine the need for and the qualifications of new, transferred or promoted employees.
- L. To discipline, suspend, demote or discharge employees so long as such action is consistent with the terms of this agreement.
- M. To determine certification and/or education qualifications for positions and the need for additional education courses, training programs, on-the-job training and/or cross-training, and to assign employees to education, training, on-the-job training or cross-training for such periods as determined by the Employer.

ARTICLE IV

UNION REPRESENTATION

Section 1 – Stewards

- A. The Agency and the Union agree that no employee shall be discriminated against for his/her designation or activity as a steward.
- B. The Union shall be entitled to select a reasonable number of stewards. Stewards shall not be recognized until the Union has notified the Director of Human Resources/Labor Relations in writing of the selection of such persons. Until notification is received by the Director of Human Resources no person shall be recognized as a Steward and any such individual will not be authorized to act in such capacity as outlined in this section.
- C. The Agency shall allow stewards reasonable release time to investigate and attend grievance meetings if:
 - 1. All normal work duties have been performed.
 - 2. Substitutes are not required for coverage.
 - 3. Supervisor has given prior written approval.
- D. Paid release time for investigation of grievance shall be limited to twenty five (25) hours per year for all stewards. Stewards shall not receive paid release time during seasonal layoff. The SEIU Representative or Designee and the human resources department shall track these hours.

- E. Investigatory (Weingarten) and disciplinary meetings, meetings with Stewards requested by Management, and grievance meetings shall be held at a time mutually agreed upon. The Steward, witness (es), and the affected employee(s) shall not suffer loss of pay or benefits to attend the above mentioned meetings.
- F. Human Resources management shall provide the steward all relevant documents and/or personnel files for the purpose of preparing, investigating, and representing the affected member at these meetings provided that the employee(s) at issue in the matter have willingly signed and submitted in advance a waiver to have said information and documents released to both the steward and the Union.
- G. The Agency will allow stewards to leave their worksite to prepare, investigate, and represent the affected member if the steward has received verbal and/or verifiable 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.

Section 2 - Bulletin Boards

The Agency will furnish reasonable space on existing bulletin boards or wall space at each worksite that employs members of the bargaining unit. Posting of Union materials shall be allowed when the following conditions are met:

- A. All materials shall be provided to the Human Resources Department in advance. Such material shall be accompanied by a signed and dated letter on SEIU letterhead identifying the Union Staff person responsible for the material.
- B. All materials must be honest and contain the SEIU logo.
- C. All materials must be removed from the bulletin board twenty-one (21) days after initial posting.

Section 3 - New Employees

The Agency, as part of its orientation of new employees, shall allow the Union ten (10) minutes to present information about the Union.

Section 4 - Union Use of Head Start Mailboxes

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

- A. All information must be honest.
- B. All materials must contain the SEIU logo.

- C. All materials must be provided in advance to the Director of Human Resources for approval. Materials shall not be denied unreasonably. Such material shall be accompanied by a signed and dated letter on SEIU letterhead identifying the Union Staff person responsible for the material.

Section 5 - Union Staff

Union Staff, with advance notice to the Agency, shall be permitted to visit any and all operations of the Agency where represented employees work provided such visits do not disrupt the operations of the Agency and are consistent with the Montoya law and provisions of Title XXII relevant to the Montoya law.

Section 6 – Release Time for Bargaining Committee

- A. The Agency and the Union agree to bargain at mutually agreed upon times and locations. The Agency will release the designated members of the elected bargaining committee from the work duties with sufficient time to travel to the bargaining location for attendance at the sessions on the days that such at-table contract negotiations are scheduled. Such individuals attending the session will be considered to be on "Paid Release Time", with this time tracked by the employee, submitted to the Agency, and billed back to SEIU for payment within thirty (30) days of receipt.
- B. Each member must receive approval from their supervisor or manager. Release time shall not be granted if doing so would seriously interfere with the efficient operations of the Agency. However, the Agency shall make every effort to grant the request for release time.

Section 7 - Notification

The employer will notify the Union, on a monthly basis with a list of all new hires by classification and work location and a list of all separated bargaining unit employees. The agency will also include the orientation schedule for the next thirty (30) days.

Section 8 – Notice to Union

It shall be understood by both parties that anytime this agreement references notification to the Union, written response to the Union, or any other communication to the Union, unless otherwise specified, this means notification to the SEIU Local 1021 staff person assigned to Head Start at the SEIU Local 1021 office.

Section 9 – Union Access to Meetings/Trainings

The Union will be notified of dates and locations of pre-service and other trainings and meetings where greater than 30 members are expected to participate. The Union shall be permitted to set up a table at pre-service and other meetings where greater than 30 members are expected, not to exceed two meetings per quarter, to interact with members during breaks, lunches and before and after the meetings.

Section 10 – Notification to the Employer

It shall be understood by both parties that anytime this agreement references notification to the Employer, written response to the Employer, or any other communication to the Employer, unless otherwise specified, means notification to the Director of Human Resources/Labor Relations.

Section 11 – Release Time for Head Start Board Meetings

The agency will allow a maximum of four hours of paid release time to allow SEIU members to attend the agency Board Meetings. The hours shall be divided among members determined by SEIU. This release time cannot be carried forward or borrowed against.

ARTICLE V **EMPLOYEE REPRESENTATION**

Section 1 - Representation

- A. Upon request, employees shall have the right to have a Union representative present in any investigatory interview with supervisors or management where the employee reasonably believes the investigation could result in disciplinary action. Exercise of this right may not interfere with lawful Agency prerogatives.
- B. The Agency shall not be required to postpone the interview because the specific Union representative the employee requests is unavailable, if another Union representative is available at the time the interview is scheduled. The Agency and the Union shall attempt to schedule the meeting at a mutually acceptable time that does not conflict with the needs of the program. The unavailability of a Union representative shall not cause the investigatory interview to be delayed by more than four (4) work days.

ARTICLE VI **NON-DISCRIMINATION**

Both the Agency and the Union agree that there shall be no discrimination against any employee covered by this Agreement as to any work related matter on the basis of Age (40 and over), Ancestry, Color, Religious Creed (including religious dress and grooming practice), Disability (mental and physical) including HIV and AIDS, Marital Status, Medical Condition (cancer and genetic characteristics), Genetic Information, Military and Veteran Status, National Origin (including language use restrictions), Race, Sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), Gender, Gender Identity, and Gender Expression, Sexual Orientation, political affiliation or Union membership or non-membership.

ARTICLE VII

DISCIPLINE

Section 1 - General

- A. 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 the matter may be pursued through the grievance and arbitration provisions of this Agreement.
- B. All disciplinary notices, except verbal 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 (1) year from the date of disciplinary action in question it will not be considered as grounds for further discipline.
- C. The Agency shall provide a copy of all disciplines, suspensions, discharges and administrative leave pending investigation documents to the Union concurrent with notification to the employee.
- D. Head Start reserves the right to place an employee on paid or unpaid administrative leave pending an investigation into possible misconduct. If the administrative leave exceeds three work days, Head Start CDC shall pay the employee for the employee's regular scheduled hours. If the employee is on paid administrative leave, Head Start retains the right to control the employee's actions during the leave, including requiring the employee to remain at home or other location during paid time, to answer phone calls immediately and to report to a Head Start location within a reasonable period of time, normally to mean normal drive time plus 15 minutes prep.

This provision does not apply to any employee placed on leave as a result of an external administrative action, for example a subsequent arrest notification or a conviction requiring an exemption.

Section 2 - Weingarten Rights

If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request Union representation. Management is not required to inform the employee of his/her Weingarten rights; it is the employee's responsibility to know and request representation.

ARTICLE VIII

UNION MEMBERSHIP

Section 1 - Union Membership and Fair Share

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. Subject to the remaining provisions of this section, all employees employed on or after the effective date of this Agreement and continuing until the termination of this Agreement, shall as a condition of employment either:

- A. Become a member of the Union and remain a member of the Union for the duration of this Agreement, provided that such members may elect to resign from the Union ninety (90) days prior to the expiration of this Agreement; or
- B. Pay to the Union a fair share fee as determined by the Union, which does not exceed the amount of its standard initiation fee, periodic dues, and general assessments.

The Union agrees to make the financial report required pursuant to the Labor Management Disclosure Act of 1959 available to employees.

Section 2 - Bona Fide Religious Exception

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

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

Section 3 - 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) calendar days.

Section 4 - Compliance and Authorization to Deduct

- A. The Agency agrees to deduct dues, initiation fees, fair share 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. The Agency shall transfer all funds collected to the Union as soon as possible, but no later than ten (10) calendar days from the end of the final pay period each month.
- B. 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) calendar days, unless thereafter, the employee complies with those requirements within said time period of thirty (30) calendar days.
- C. 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.
- D. At least quarterly, the Agency shall supply the Union with the name, social security 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.

Section 5 - 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 under this Article. This includes not only the Agency's reasonable attorney fees and costs but reasonable cost of management preparation time. The Agency shall notify the Union of such costs on a case by case basis.

ARTICLE IX **MEAL PERIODS AND REST BREAKS**

Section 1 - Meal Periods

- A. The Agency shall abide by all State and Federal law with regard to meal periods.
- B. The first level supervisor shall schedule meal periods. The first level supervisor shall resolve all disputes or conflicts and ensure that coverage with regard to adult-child ratios is maintained. Any scheduling conflicts between employees shall be resolved upon the basis of seniority.
- C. Employees who are assigned away from their worksite during their scheduled meal period may use the Agency vehicles to drive a reasonable distance (up to five (5) miles in urban areas or ten (10) miles in rural areas) to obtain a meal.
- D. Meal Period Waiver
 - 1. The employee (with the knowledge and consent of their union representative from SEIU Local 1021) and the Agency mutually agree to meal periods based on the following.
 - 2. Due to the nature of the job, childcare regulations, ratios, etc., it is not possible for employees to take a meal period prior to the start of the fifth (5th) hour of work. However, the employee, Union and Employer agree that the meal will be taken by the employee before the end of the sixth (6th) hour of work.
 - 3. The Agency will list all sites where the agreement is being used.
 - 4. SEIU will be provided copies of all signed agreements.
 - 5. The agreement will be filed in the employee's personnel file.
 - 6. SEIU will be notified when the Agency revokes this agreement.

Section 2 - Rest Breaks

All employees who work three and one half (3 1/2) or more hours in a work day shall be provided with a ten (10) minute paid rest break per four (4) hours, or major portion thereof. Rest breaks shall be taken as close to the middle of the work period as practicable given the requirements of child care and regulations governing the coverage of facilities.

ARTICLE X **HOURS OF WORK AND OVERTIME**

Section 1 - Hours of Work

- A. The work week shall begin on Sunday and end on Saturday and shall consist of five (5) consecutive work days.
- B. The regular hours of work each day shall be consecutive except for the interruption for meal periods.
- C. Employees shall be provided with a work schedule at the time of hire. Any change in that schedule of two (2) shifts or less shall be made with written notice provided to the employee at least forty-eight (48) hours in advance. Changes to the schedule expected to last more than two (2) shifts and less than ten (10) shifts shall only be made with no less than one (1) week advanced written notice and for ten (10) or more consecutive shifts no less than two (2) weeks written advanced notice shall be given to the affected employee. The above time limits shall not apply in cases of force majeure (e.g. flood, fire, natural disaster or other circumstances beyond the Agency's knowledge and/or control).
- D. Time spent preparing a classroom, curricula, and related materials shall be part of an employee's regular scheduled work day.
- E. 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) hour notice shall be provided and the subject matter shall be of an emergency in nature.
- F. The Agency shall provide work hours in addition to contracted hours, for time spent in annual classroom setup (for all programs within the Agency). This includes initial child assessments, home visits, computer input at the start of each school year and the three (3) additional observation periods at the rate of 1.5 hours per child for the total number of assigned children's slots per class, for a maximum of thirty (30) additional hours per period and startup. The initial startup additional hours must be accomplished the first sixty (60) days of the school year. This shall not exceed eight (8) hours in a work day or forty (40) hours in a work week. The above provision will apply to new children entering the program after the sixty (60) days as applicable.
- G. If the Agency decides to introduce either a time clock system or any other new system for monitoring time worked, notice shall be given to the Union and the Union may request to meet and confer regarding the system. Discussions shall include, but not necessarily limited to, concerns how the system is monitored, location of the clocks or system, ease for employees to comply with the system, notice and proper education.

- H. When new systems, software or programs are introduced, the Agency shall prioritize work within the normal workday to allow employees a reasonable time to learn the new information. There shall be no additional time provided outside normal work hours unless overtime is authorized.
- I. Prior to the end of the school year Management will provide tentative calendars to all Employees reflecting the anticipated dates of the next school year. Thereafter, at least two (2) weeks before the start of the next year, Management will provide the actual date of return for each Employee in the Program.

Section 2 – Overtime

- A. The Agency shall abide by all provisions of State and Federal law with regard to overtime.
- B. Overtime shall be compensated at time and one half the employee's regular rate of pay for all hours worked in excess of 8 hours per day of 40 hours per week unless the employee has requested to work make up time in accordance with section 2 – E.
- C. The Agency shall neither expect nor require excessive or chronic overtime (generally not to exceed ½ the normal scheduled days of work per work week) of an employee.
- D. If two or more employees are available, overtime shall be offered to employees in the classification in order of seniority at the work site. If there are no volunteers for the overtime assignment, then the overtime shall be assigned in reverse order of seniority within classification at the work site.
- E. Employees who are requested to work an additional day not regularly scheduled shall have the option to take another day off within the same work week or be paid at the regular rate for up to 40 hours worked and overtime for all hours worked in excess of 40 hours.

Section 3 - Make Up Time

- A. Employees may, with the permission of their supervisor, make-up time within a forty (40) hour work week. Employees requesting make-up time may make up to three (3) hours per work day without overtime pay. Employees may either take time off in advance of the make-up time or may make-up time in advance of anticipated time off needs within the same work week.
- B. Employees who are requested to work an additional day not regularly scheduled shall have the option to either take another day off within the same work week or receive overtime compensation. Any trade of work days shall be done in writing. Request for employees to work additional days shall be provided with two (2) weeks advance notice whenever possible.

ARTICLE XI

PERSONNEL FILES AND EVALUATIONS

Section 1 - Personnel Files

- A. Personnel files shall be maintained in the personnel records department in the central administrative office. The Agency shall treat personnel files as confidential available only to appropriate management staff.

- B. Employees shall have the right to review their personnel file by (1) appointment on their own time and (2) with a member of management or designee present. The Agency shall schedule the appointment at a mutually agreeable time within three (3) days of employee request. Employees may request a copy of their personnel file. Employees may authorize the Union to obtain a copy of their personnel file provided the written request is original, signed, and dated by the employee. Copies shall be provided within three (3) days of Agency receipt of request. Copies shall be charged at fifteen cents (\$0.15) per page and paid at time of delivery.
- C. Employees shall receive a copy of any derogatory material at the same time it is being placed in their personnel file. Employees shall have the right to place a written rebuttal to any derogatory material, evaluation, or disciplinary action into their personnel file, within seven (7) calendar days of when the document or material is first brought to the attention of the employee.
- D. Each employee is responsible to provide the Human Resources Department with updated and accurate information for the Licensing Personnel Folder as required by law. The Agency shall maintain the confidentiality of the Licensing Personnel File. To provide employees with information regarding licensing, the Agency has developed a Staff Compliance Chart
 - 1. The Agency shall provide a copy of the Chart to each employee.
- E. Effective October 1, 2014, HSCDC will generate a quarterly report of TB/chest X-ray, physical Examinations, CPR and First Aid expired or due to expire, and send to the Union. HSCDC will notify employees of items that are expired or about to expire and send a copy to the Union.

Section 2 — Evaluations

- A. Employees shall be evaluated annually.
- B. Employees shall be evaluated by the supervisor, in consultation with any supervisory or lead staff assigned to work directly with the employee.
- C. Employee evaluations shall be treated as confidential, placed in the employee's personnel file, and a copy provided to the employee

ARTICLE XII **SENIORITY**

Section 1 — Seniority Defined

The Agency recognizes that job opportunity and security shall increase in proportion to the length of service. Seniority shall be defined as the length of service of an employee continuously working for the Agency in a bargaining unit position. In the event two (2) or more employees have the same seniority, the employee with the lowest last four (4) digits of their Social Security Number shall be deemed to have higher seniority. The Agency shall provide the Union with a copy of the seniority list at least annually on or about the beginning of the program year. Any dispute regarding the accuracy of the seniority list shall be subject to the Grievance and Arbitration Articles in this Agreement.

Section 2 — Seniority Accumulation

- A. The seniority of each Employee covered by this agreement shall be established after the initial probation period as defined in this Agreement and shall date back to their first day of employment.
- B. Seniority shall be accumulated by pay period.
- C. Employees on unpaid time off of one (1) week or less shall continue to accumulate seniority.

Section 3 — Loss of Seniority

- A. Except as otherwise provided in this Agreement, there shall be no deduction from seniority for any unpaid time off which does not constitute a break in continuous service. A break in continuous service shall occur in any of the following instances:
 - 1. Voluntary resignation;
 - 2. Termination;
 - 3. Acceptance of a position outside the Bargaining Unit which lasts for more than one (1) year; or
 - 4. Employees on unpaid time off of more than one (1) year.

ARTICLE XIII **TYPES OF POSITIONS AND PROBATION**

Section 1 - Definition of Positions

All positions shall be classified as either full-time or part-time, temporary, or substitute, and all employees shall be provided written notification of their classification status at time of hire. Any involuntary change in an employee's classification status shall include at least 30 thirty days written advance notice. Any mutually agreed upon change in an employee's classification status shall be implemented as soon as possible.

- A. Full-Time shall be those employees who work a regularly scheduled twenty-five to forty (25-40) hour work week during a program year.
- B. Part-Time shall be those employees who work a regularly scheduled time amounting to less than twenty-five (25) hours per work week during a program year.
- C. Temporary shall be those employees who are hired for a specific task or a limited duration not to exceed six (6) months. Temporary positions shall not replace full-time or part-time positions.

- D. 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 is needed basis only.

Section 2 - Job Descriptions

The Agency shall maintain accurate job descriptions for each represented position and shall provide the Union with copies of each job description and any revisions.

Section 3 - Initial Probation

The probationary period for all employees shall consist of the first one hundred forty-five (145) working days of employment. 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 resignation or 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) calendar days, and at the end of the probationary period.

If the term ends while an employee is still on probation, and it is more than thirty days (30) from the initial evaluation, a supplemental term ending evaluation will be provided to help determine the likelihood of being offered a position in the following year.

Section 4 - Promotional Probation

A promotion is defined as a change in classification to one of higher pay. An employee shall serve a one hundred (100) working day probation in the new classification. If an employee fails promotional probation, the employee shall be treated as a permanent laid-off employee for purposes of reinstatement to his/her previous classification.

ARTICLE XIV **GRIEVANCE PROCEDURE AND ARBITRATION**

A grievance is hereby defined to be any controversy, complaint, or dispute as to the meaning and/or application of any provision of this Agreement. Employees may also grieve the interpretation as applied and impact on employees of work rules and personnel policies of the agency. Grievances shall be timely.

Section 1 - General Procedures

It shall be the goal of the Union and the Agency to resolve grievances at the lowest level possible. Employees shall have the right to Union representation at all steps of the grievance procedure. Time limits may be extended upon mutual agreement by both parties. 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 time limits, the grievance shall be settled upon the basis of the Agency's last response.

Section 2 - Individual Grievances

- A. A grievance must be submitted by the aggrieved employee and the Union.
- B. The written grievance shall contain:
 - 1. A clear written statement of the specific nature of the grievance;
 - 2. The date of the alleged violation;
 - 3. The Article(s) of the Agreement, or Work Rule(s) or Policy(ies) on which the grievance is based;
 - 4. The proposed remedy to the grievance; and
 - 5. The signature of the affected employee and the Union.
- C. The grievance procedure shall consist of the following steps:
 - 1. **Step 1 Supervisor** - The written grievance must be filed with the employee's first level Supervisor within fourteen (14) working days after the occurrence or when they first had knowledge, or should have reasonably had knowledge, of the event which is the cause of the grievance. Within fourteen (14) working days of receipt of the grievance, the first level Supervisor shall meet with the Union and employee in an attempt to resolve the grievance and give a written response to the Union. The response shall indicate the next level of management for appeal purposes.
 - 2. **Step 2 Program Manager** - If the grievance is not satisfactorily settled in Step 1, the employee and the Union may file a written appeal and submit it to the next level of management within fourteen (14) working days of receipt of the first level Supervisor's written response. The next level Manager shall meet with the Union and employee in an attempt to resolve the grievance and give a written response to the Union within fourteen (14) working days of such submission.
 - 3. **Step 3 Director of Human Resources** - If the grievance is not satisfactorily settled at Step 2, the employee and the Union may file a written appeal and submit it to the next level of management within fourteen (14) working days of receipt of the first level Supervisor's written response. The next level Manager shall meet with the Union and employee in an attempt to resolve the grievance and give a written response to the Union within fourteen (14) working days of such submission.
 - 4. **Step 4 Mediation and Conciliation** - If the grievance is not satisfactorily settled in Step 3, the Union may request mediation through the Federal Mediation and Conciliation service. Any request for mediation must be made within fourteen (14) working days after the conclusion of the step 3 process. The Union will notify the agency at the time the request for mediation is submitted. Within the limits of the mediator's schedule, the parties will make every effort to convene the mediation within thirty (30) days of the request for mediation.

5. **Step 5 Final and Binding Arbitration-**

- a. If the grievance is not satisfactorily resolved at Step 4, either the Union or the Agency may refer the matter to final and binding arbitration within thirty (30) working days following deadlock at step 4. As mediation is a voluntary process, the Union may choose to take the Agency's Step 3 response directly to arbitration — in such case the Union must request Arbitration within fourteen (14) working days of the conclusion of the Step 3 process.
- b. The Union and the Agency shall select an impartial third party to hear and determine the case. In the event that the parties cannot agree on an arbitrator, the moving party shall select one name to strike from a list of arbitrators provided by the State Mediation and Conciliation Services. The list shall consist of 7 names of available arbitrators. The parties shall alternately strike a name from the supplied list until only one name remains. The arbitrator selected will hear the grievance as soon as possible.
- c. Each party shall bear all expenses of its representation and witnesses, and shall divide the fee of the arbitrator and other incidental expenses of the hearing. If the parties do not mutually agree to use a court reporter, the party requesting the court reporter shall bear the cost and be the only party entitled to the transcript.
- d. The arbitrator shall have no authority to add to, subtract from or modify the terms of the agreement. The parties expect the arbitrator to issue a decision within thirty (30) to forty-five (45) days of the hearing date.

Section 3 — Class Action Grievances

- A. A grievance must be submitted by the aggrieved employees and the Union.
- B. The written grievance shall contain:
 1. A clear written statement of the specific nature of the grievance;
 2. The date of the alleged violation;
 3. The Article(s) of the Agreement or Work Rule(s) or Policy(ies) on which the grievance is based;
 4. The proposed remedy to the grievance; and
 5. The signature of the filing steward(s) and the Union Staff Representative.
- C. The grievance procedure for Class Action grievances (i.e. grievances impacting multiple employees) shall consist of the following steps:
 1. **Step 1: First Level Class Action Filing** - The Union and the affected employees must file a written grievance within fourteen (14) working days after the occurrence or when they first had knowledge, or should have reasonably had knowledge, of the event which is

the cause of the grievance. The grievance will be submitted to the Human Resources Director who will assign the grievance to a management representative. Within fourteen (14) working days of the Agency's receipt of the grievance, the Agency representative shall meet with the Union and representative employee(s) of the class, in an attempt to resolve the grievance and give a written response to the Union. The response shall indicate the next level of management for appeal purposes.

2. **Step 2:** - If the Class Action Grievance is not resolved at Step 1, the matter shall follow the Steps 2-5 outlined in Section 3 above, based on the information provided from the Agency in Step 1 above.

Section 4 — Union Grievances

- A. The grievance must be submitted by a Union representative.
- B. The written grievance shall contain:
 1. A clear written statement of the specific nature of the grievance;
 2. The date of the alleged violation;
 3. The Article(s) of the Agreement ,Work Rule(s) or Policy(ies) or laws on which the grievance is based;
 4. The proposed remedy to the grievance; and
 5. The signature of a Union Representative.
- C. The grievance procedure for Union grievances (i.e. grievances impacting the Union) shall consist of the following steps:
 1. **Step 1 - First Level Filing:**
 - a. The Union must file a written grievance within fourteen (14) working days after the occurrence or when they first had knowledge, or should have reasonably had knowledge, of the event which is the cause of the grievance.
 - b. The grievance will be submitted to the Human Resources Director. Within fourteen (14) days of the Agency's receipt of the grievance, the Agency shall meet with the Union in an attempt to resolve the grievance and give a written response to the Union.
 2. **Step 2 - Mediation and Conciliation:**
 - a. If the grievance is not satisfactorily settled at Step 2, the Union may request mediation through the Federal Mediation and Conciliation service. Any request for mediation must be made within fourteen (14) working days after the

conclusion of the step 2 processes. The Union will notify the agency at the time the request for mediation is submitted.

3. Step 3 - Final and Binding Arbitration:

- a. If the grievance is not satisfactorily resolved at Step 3, either the Union or the Agency may refer the matter to final and binding arbitration within thirty (30) working days following deadlock at step 3. As mediation is a voluntary process, the Union may choose to take the Agency's Step 2 response directly to arbitration — in such case the Union must request Arbitration within fourteen (14) days of the conclusion of the Step 2 process.
- b. The Union and the Agency shall select an impartial third party to hear and determine the case. In the event that the parties cannot agree on an arbitrator, the moving party shall select one name to strike from a list of arbitrators provided by the State Mediation and Conciliation Services. The list shall consist of seven (7) names of available arbitrators. The parties shall alternately strike a name from the supplied list until only one name remains. The arbitrator selected will hear the grievance as soon as possible.
- c. Each party shall bear all expenses of its representation and witnesses, and shall divide the fee of the arbitrator and other incidental expenses of the hearing. If the parties do not mutually agree to use a court reporter, the party requesting the court reporter shall bear the cost and be the only party entitled to the transcript.
- d. The arbitrator shall have no authority to add to, subtract from or modify the terms of the agreement. The parties expect the arbitrator to issue a decision within thirty (30) to forty-five (45) days of the hearing date.

ARTICLE XV **ABSENCE REPORTING**

Section 1 - General

All employees covered by this agreement shall use the reporting system for the agency for pre-approved vacation or short-term sick occurrences where such employee may be absent. Employees shall schedule time off in advance in accordance with this agreement and agency rules as applicable.

Section 2 - Call-In Procedure for Staff

- A. Departments should communicate to staff employees the importance of timely and regular attendance.
- B. Notification of any unscheduled absence or tardiness shall be made as far in advance as possible. An employee who will be unable to complete their regular work schedule (i.e. unable to report to work as scheduled, tardy, leaving work early) shall contact the agency's designated call-in number as far in advance as possible and at the latest prior to the start of

the shift unless an emergency prevents them from doing so, in which case they will call as soon as possible.

- C. In the event an employee is unable to report to work, the employee shall use the reporting system for the agency prior to their scheduled shift and provide the reason for their absence.
- D. Three (3) or more consecutive days of no call/no show will be considered job abandonment and can result in termination of employment.
- E. Employees shall fill out time sheets and leave requests. The Agency will provide monthly absentee and coverage reports to supervisors and SEIU Local 1021.

Section 3 - Substitutes for Teachers or Teacher Assistants

The Agency will maintain a reporting system for Teachers and Teacher Assistants who are unable to report to work as scheduled.

Section 4 – Reporting

In the event a Teacher or Teacher Assistant is going to be absent or tardy to work due to illness or any unforeseen or unplanned circumstance the following call in procedure shall apply:

- A. The Teacher or Teacher Assistant shall place a call to the number designated by the Agency and provide the following information for the Agency to determine if a Substitute is needed for the entire day, or something shorter:
 - 1. Name
 - 2. Worksite
 - 3. Date and time of call
 - 4. Anticipated return date/time.
- B. The Teacher or Teacher Assistant shall call the system no later than two (2) hours minimum before their designated start time, unless an emergency prevents them from doing so, in which case they will call as soon as possible.
- C. The Agency will provide coverage for the Teaching Staff.
- D. The Agency will provide monthly absentee and coverage reports to area program supervisors and SEIU Local 1021.
- E. The Agency shall ensure that all necessary classroom adult-child ratios required under Title 5 and Title 22 are followed.

ARTICLE XVI
HEALTH AND SAFETY

Section 1 - General

- A. The Agency shall provide a safe workplace for all employees. Any grievance alleging a violation of this Article shall be filed under provisions of Article XIV, Section 2 Step 2.
- B. The Agency shall make a sufficient number of cellular phones available, by employee request, for use by employees making home visits.

Section 2 - Workplace Safety

- A. The Agency shall provide, at least yearly, training on handling children with difficult behavior.
 - 1. Classroom staff will be provided with action plans for various children according to Agency policies and procedures. Employees will also be provided with policies and procedures which will include recourse for the employee in cases where they feel that the plan has not been provided (according to Agency policy) and/or where (after the time specified in the policy) the classroom staff believe the plan is not effective. In such cases, staff will follow the policy which allows recourse, and provide not only their concerns but also the factual basis for that opinion.
 - 2. Classroom staff who follow the policies and procedures outlined by the Agency in dealing with difficult children or children with special needs will not be disciplined for the behavior of other children which occurs outside the course and scope of their duties or as a result of their working with children with Action Plans which prevent them from dealing with an incident. Any employee who feels they are being disciplined as a result of following the Action Plan and/or as a result of dealing with a child who has an Action Plan may appeal their discipline pursuant to the grievance procedure beginning at Step 2 of the Individual Employee Grievances Procedure outlined in Article XIV.
- A. Whenever an incidence of violence occurs in the workplace, the Agency shall:
 - 1. Start an investigation into the incident within two (2) work days;
 - 2. Within five (5) work days implement a temporary plan to provide for the safety of the employees; and
 - 3. Within twenty (20) work days implement an Action Plan.
- B. When an employee is adversely impacted (e.g. by discipline, involuntary transfer or other similar action) as a result of the situation involving a parent or guardian who has violated the Head Start School Year Admission Agreement: and if the employee disagrees with the Agency's action regarding inappropriate behavior, the employee may appeal the decision to a panel made up of one employee selected by the Union, one member of management and one Policy Committee member mutually agreed to by the Union and the Agency.

- C. If the child/parent who is involved in the appeal from discipline above is terminated, they may appeal the decision to Policy Committee and the Board of Directors. The decision of the Agency is subject to parent appeal rights, but if ordered by a funding agency, regulatory agency or a court to reinstate a child (and parent) in the program, the Agency will, whenever possible, place them in a different classroom or a different Head Start site.

Section 3 - Requirement to Report

If an employee feels unsafe while at work, for example doing home visits, they are required to address the issue with their supervisor or higher management.

Section 4 - Home Visit Safety

Employees making home visits have the right to request another staff member accompany them for safety reasons. The appropriate supervisor(s) must be consulted before leaving the site. If no staff members are available, the supervisor will accompany the member making the visit or will assist in making alternate arrangements.

ARTICLE XVII **SUPPLIES, TOOLS, & EQUIPMENT**

- A. The Agency shall provide all supplies, tools, and equipment necessary for the performance of required duties.
- B. 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 two (2) weeks of receiving receipts. Employees will submit requests in writing to their first level supervisor for review and subsequent approval by management.
- C. All work orders, purchase orders, and other requests for tools, equipment, or supplies will normally be filled within seven (7) calendar 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) calendar days unless the purchasing manager is unavailable.

ARTICLE XVIII **WORKLOAD AND STAFFING**

- A. The Agency shall comply with all applicable funding source regulations.
- B. As funding agreements permit, the Agency shall distribute the workload as equitably as possible.
- C. Agency will make an effort to place community and parent volunteers in classes which require additional assistance.

ARTICLE XIX
IN-KIND CONTRIBUTIONS

The Agency and the Union agree upon the value and importance of in-kind contributions to the success of the programs and services of Head Start.

Section 1 - Accountability

- A. The Agency shall inform employees of in-kind goals at the beginning of each program year and update employees of any changes.
- B. The Agency shall provide information at least every other month to each classroom with regard to volunteer time and progress toward meeting the yearly in-kind goal. The report shall minimally include the year-to-date total and the preceding two months activity for in-kind.

Section 2 - Training

The Agency shall, at least annually, provide employees training on increasing volunteer participation and on assisting volunteers with completing in-kind forms.

ARTICLE XX
FILLING VACANCIES THROUGH TRANSFERS, ASSIGNMENTS, AND PROMOTION

Section 1 - Vacancies

A vacancy is defined as an open position that the Agency wishes to fill. For the Central Kitchen a vacancy will be filled according to past practice.

- A. The Agency shall post notice of all vacancies for five (5) working days at Agency Website and all offices. The notice shall include the following information: classification, any education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, work site, program, capacity or facility license, scheduled hours, weeks per year, classroom (if applicable), and language required (if any).
- B. An employee may submit a written or electronic request to transfer to any vacancy to the Human Resources Department within the five (5) day posting period. Email requests to transfer must be sent to the designated Human Resources mail box. Employees on the Delegate Policy Committee approved promotion list may submit a written request to promote to any vacancy to the Human Resources Department. The Agency shall inform an employee who is denied placement on the promotion list in writing.
- C. Upon request, the Union shall be provided a copy of all vacancy notices, employee requests to transfer or promote, any involuntary transfers (whether temporary or permanent), and the current promotion list for any represented classification.
- D. In filling vacancies during the year (apart from Bid Days), the Agency shall abide by the following:

1. The first priority for filling vacancies shall be given to employees within the same classification as the position to be filled who have been displaced from their position either by a change in location or by a change in hours/weeks of work.
 2. Transfers - The second priority for filling vacancies shall be given to employees within the same classification as the position to be filled requesting a transfer to the vacancy. If there is more than one employee requesting the transfer who meets the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language requirements for the vacancy, then the most senior employee shall be awarded the transfer.
 3. Promotion - If there are no requests to transfer, the vacancy shall then be awarded to the employee requesting promotion who is qualified for the position. For the purposes of this section, "qualified" is defined as: being on the Delegate Policy Committee approved promotion list and meeting the minimum qualifications contained in the classification's job description, possessing any needed education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language requirements for the position. If more than one employee requesting the promotion is qualified, then the most senior employee shall be awarded the promotion.
 4. Any vacancies remaining after the above shall be filled with permanently laid off employees in accordance with the Layoff and Recall Article in this Agreement.
 5. Then, the Agency may hire new employees to fill those remaining vacancies.
- E. An employee who has bid for a promotion or transfer and who is not selected for the position will receive a copy of his/her bid form stating "not selected". The employee's bid shall remain in effect for the remainder of the school year or until they are selected.
- F. Involuntary Transfers - If the vacancy cannot be filled with a newly hired employee, the Agency may involuntarily transfer an employee to the vacancy. In this event, the Agency shall involuntarily transfer the least senior employee who has the needed classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language, for the position. Any employee involuntarily transferred shall receive at least two (2) weeks' notice, whenever possible.
- G. Temporary Transfers - During the notice and bidding process for filling vacancies, the Agency may temporarily transfer an employee to fill the vacancy. First, volunteers may accept the temporary transfer. If no volunteers exist, the Agency may involuntarily temporarily transfer the least senior employee who has the needed classification, language, and license or certification required for the vacancy. In no case shall the temporary transfer exceed thirty (30) work days. Employees being temporarily transferred shall receive at least two (2) weeks' notice if the transfer is to last longer than ten (10) work days.

Section 2 – Assignments

- A. Except for the vacancies filled pursuant to the process above, each employee shall only change assignment during Bid Day(s). For annual assignments between program years, and including Full Day, the following shall apply:
1. No later than fifteen (15) work days prior to the Bid Day, the Agency shall meet with the Union to meet and discuss the listing of vacancies and to review the current seniority list.
 2. The Agency shall mail a copy of the roster to each employee and the Union no later than ten (10) business days before Bid Day. In addition, the Agency will mail a copy of the roster after Bid Day to all employees and the Union at least ten (10) days prior to the start of the new school year.
 3. The notice shall include the following information: classification, any education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, work site, program, capacity of facility license, anticipated schedule of hours, estimated weeks per year, classroom (if applicable), and language required (if any).
 4. Bid Day - On the last Saturday in July of each year beginning at 9:00 a.m. at a site deemed sufficiently large enough to accommodate the process, regular employees may bid for open positions in the following manner:
 - a. Of those employees attending, the most senior employee may choose any vacancy for which they otherwise would be eligible to transfer or promote to, as defined within this Article. If the employee chooses an open position, their previous position would immediately be posted as vacant. If the employee elects not to change their assignment, they shall retain their same assignment. Then, the process would repeat for the next most senior employee in attendance. After all employees in attendance, in order of seniority, have been allowed an opportunity to choose a vacancy, the process would begin again with the most senior employee who wishes to choose a vacancy.
 - b. All employees who do not attend shall retain their same assignment.
 - c. Employees will retain their annual assignment from the prior year unless they come to bid day to bid to another center/location.
 - d. In the event that the employer elects to affect a transfer under its management rights provision, it will meet with SEIU.

Section 3 – Bid Day Committee

- A. Bid Day Committee shall consist of representatives from management and SEIU Local 1021 representatives for Head Start Child Development Council, Inc. Each side shall have no more than five (5) each.
- B. The committee shall meet at least once to review staffing and prepare for Bid Day. Additional meetings may be scheduled as agreed by both parties to complete the work of the committee.

Section 4 – Migrant Assignments

- A. The Migrant Bid Day Committee shall consist of representatives from the Human Resources Department, management representatives and SEIU Local 1021 representatives. Each side shall have no more than five (5) each. The Agency will convene a meeting of the Migrant Bid Day Committee to review the list of sites and the number of staff at each site. The parties may, if necessary, schedule a subsequent meeting by mutual agreement.
- B. Within seven (7) working days of the Agency's receipt of the Migrant contract, the Agency shall notify and shall provide the Union:
 - 1. The Migrant budget;
 - 2. The prior year's staffing roster;
 - 3. An accurate current Migrant tenure/compliance list;
 - 4. A complete list of all prior year and anticipated site locations and hours; and
 - 5. A list of all Migrant positions including classification, site assignment, anticipated shift hours, anticipated start and end date, and requirements.
- C. Prior to the beginning of each Migrant program year, all returning employees shall be offered an opportunity to return to their current Migrant site. If an employee agrees to work the Migrant Program, they must agree to complete the Migrant assignment. Employees must notify the Human Resources Department no later than the last Friday in March of their desire to retain their home position. The remaining positions shall be posted at the Migrant Bid Day.
- D. Ten (10) working days after the last Friday in March, the Agency shall post at all work sites and mail to all employees a list of available Migrant positions for the coming summer. The list shall include for each position: classification, maximum pay rate available, any education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, work site, program, capacity of facility license, anticipated scheduled hours, anticipated start and end date, classroom (if applicable), and language required (if any).
- E. Migrant Bid Day will be held on the last Saturday in April of each year beginning at 9:00 AM at a site deemed sufficiently large enough to accommodate the process. The employer shall post each position showing the shift site, maximum pay rate available and anticipated hours for that position. Employees may only bid for positions for which they are qualified based on the necessary classification, education, experience, licenses, or certifications required by State or

Federal regulations or collaborative agency agreements, and language required. Employees will select their position in order of their Migrant tenure. Migrant Tenure shall be defined as hours spent working in the Migrant program since 2007. In the event two or more employees have the same Migrant Tenure, the employee with the lowest last four digits of their social security number shall be deemed to have higher seniority.

- F. Upon completion of the compliance review of successful bidders, the Agency and the Union shall meet to confirm the final staffing roster. Final listings of the updated staffing roster shall have the signature of the Agency's representative and the Union's representative.
- G. The remaining vacant positions shall be filled by involuntary assignment. In this event, the least senior employee who has the necessary language proficiency, classification, education, experience, licenses, and certifications required by State and/or Federal regulations or collaborative agency agreements for the available Migrant positions shall be involuntarily assigned. Employees being involuntarily assigned to Migrant positions will be considered to have refused work if they do not fill their assignment.
- H. Employees shall receive at least fourteen (14) calendar day notice of any assignment to a Migrant position except for the Brentwood work site. Migrant assignments for the Brentwood work site shall be noticed as soon as known, given the Agency receipt of the Migrant contract.

ARTICLE XXI

LAYOFF/RECALL AND DISPLACEMENT

Section 1 - Permanent Layoff and Displacement

- A. Permanent layoff shall be defined as a reduction in the workforce or hours. In the event the Agency decides a permanent layoff is necessary, the Agency shall notify the Union. At the Union's request the Agency agrees to meet and confer with the Union over impact on employees.
- B. Displacement shall be defined as a whole or partial closure of a site or classes where the slots are transferred to a new or existing Head Start or Early Head Start site without the need to reduce staff.
- C. In the event of a permanent layoff or displacement, the affected employee shall be notified in writing of the impending layoff or displacement at least fifteen (15) workdays in advance of the effective date of the layoff, whenever possible. The Union shall be sent copies of all layoff notices concurrent with notice to the employee(s).

Section 2 – Permanent Layoff

- A. Reduction of staff position(s) - In the event of a permanent layoff, Temporary employees in the classification shall be laid off first. Then, if further reductions in workforce or hours are necessary, regular employees shall be laid off in inverse seniority within the classification. Management shall identify the impacted sites and the layoffs shall occur by site. All affected

employees at the impacted sites shall be given the following options according to their seniority with the most senior employees choosing first.

1. If there is a vacant position in the same classification, the affected employee shall have first preference for that position and may move to that position if they have the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language proficiency required.
2. In the absence of a vacant position as described in #1 above, the agency and the union will meet and confer on a case by case basis. The options during the meet and confer may include the affected employees replacing the least senior employees in positions for which they are qualified.
3. The affected employee who takes a position 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 takes a position at a lower classification shall enter the pay range of the classification at the pay rate nearest to their rate of pay.

Section 3 - Displacement Procedure

- A. In the event of a site or classroom closure resulting in the displacement of staff the following process shall be followed.
 1. If the whole site (all classes and caseload) is closing and moving to a new site staff may:
 - a. Move to the new site; and/or
 - b. Transfer to an open position for which they are qualified at the time.
 2. If some classes/ caseload are moving but other classes/caseload will remain at the site staff in seniority order shall be allowed to choose from the following options:
 - a. Stay at the site with the remaining classes/caseload;
 - b. Move to the new site with the new classes/caseload; or
 - c. If there is a vacant position in the same classification, the affected employee shall have first preference for that position and may move to that position if they have the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language required.

Section 4 – Recall

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

- A. An employee whose hours have been reduced pursuant to this section shall be offered any available increases in hours in the classification involved provided the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language proficiency for the vacancy prior to a new employee being hired in that classification.
- B. Permanently laid off employees shall have recall rights for up to twelve (12) twelve months from the last day of work. Recall shall be by seniority, with the most senior qualified employee being recalled first. For the purposes of this section, “qualified” shall be defined as having the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language proficiency for the vacancy. 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.
- C. 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.
- D. 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 to the Human Resources Department, but must be confirmed in writing.
- E. No new employees may be hired until all employees on layoff who are qualified for the available positions and desire to return to work have been recalled.
- F. 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.

Section 5 - End of Program Year

Prior to the end of the school year Management will provide tentative calendars to all Employees reflecting the anticipated dates of the next school year. Thereafter, at least two (2) weeks before the start of the next year, Management will provide the actual date of return for each Employee in the Program.

ARTICLE XXII

SICK LEAVE

Section 1 - Definition

- A. Employees may use sick leave for employee's physical or mental illness or injury or such illness or injury in the employee's immediate family, or health appointments relating to such (see Bereavement Leave for definition of "immediate family").
- B. Employees may use one (1) day per year of accrued sick leave for mental wellness purposes.
- C. Health related absence extending beyond earned sick leave shall be charged against employee's earned vacation leave. Employees with health related absence, which extend beyond employee's earned sick leave and vacation leave; may be granted a leave of absence.

Section 2 – Sick Leave Accrual

- A. Full-time employees will earn sick leave at the rate of one (1) contract day per month, accrued on the last day following each month.
- B. Employees working less than full-time, will earn sick leave at a pro-rated rate based upon hours worked.
- C. Sick Leave may be accumulated without limit.
- D. If, due to illness or injury, an employee is absent from work and has exhausted all paid leave banks; other employees may voluntarily, in writing, assign up to one-twelfth (1/12) of their accumulated sick leave to that employee for his/her use. An employee's decision to assign sick leave to another employee cannot be revoked.
- E. Accrued sick leave is available for use after an employee's initial ninety (90) calendar days of employment.

Section 3 – Sick Leave Cash Out

When an employee retires from the agency (at least age 55), they shall be paid for one-quarter (25%) of accrued sick leave time provided the employee gave at least two-week notice. Payment shall not be made in a lump sum, but shall be paid through normal payroll periods up to a maximum of 80 hours per payroll period.

Section 4 - Annual Sick Leave Cash Out Incentive

- A. If the employee after one (1) year of continuous employment uses one day or less of their accrued sick leave, the employee may, by their own request cash out up to six (6) days for fifty (50%) percent of the value of the sick leave.

- B. If the employee after one (1) year of continuous employment uses two or three (2 or 3) days of their accrued sick leave the employee may, by their own request, cash out up to three (3) days for thirty-three and one-third (33-1/3%) percent of the value of the sick leave.
- C. These funds shall be deposited by the agency into the employee's 403B account as established by the agency.

Section 5 - Rate of Pay When Cashing Out Sick or Vacation Leave

When sick leave or vacation leave is cashed out, the rate paid will be the highest rate paid for a regular assignment the employee received during the then current fiscal year.

ARTICLE XXIII **VACATION LEAVE**

Section 1 – General

- A. All vacation leave requests shall be submitted according to the procedures established by management.
- B. Vacation leave requests submitted at least thirty (30) calendar days in advance of the proposed beginning of the vacation leave shall be approved, whenever possible. Uncertainty about Substitute availability shall not be grounds for denial of time off submitted thirty (30) or more days in advance.
- C. Requests to take vacation leave for more than three (3) work days shall be made with as much advance notice as possible but at least five (5) work days in advance. Vacation leave shall be scheduled by mutual agreement between the Agency and the employee. The employee will be notified pursuant to established procedures whether the vacation leave has been approved or denied as soon as possible, but no later than five (5) work days after receiving the request. Employees shall be informed of the reason for denial. Uncertainty about Substitute availability shall not be grounds for denial of time off.
- D. Requests to take vacation leave for a period less than three (3) work days shall be made with as much advance notice as possible. Vacation leave shall be scheduled by mutual agreement between the Agency and the employee. The employee will be notified pursuant to established procedures whether the vacation leave has been approved or denied as soon as possible, but no later than two (2) work days after the request. In the event of denial, the employee shall be informed of the reason for denial. Uncertainty about Substitute availability shall not be grounds for denial of time off.
- E. Any scheduling conflicts resulting from vacation leave requests shall be resolved on the basis of seniority.
- F. Vacation leave requests that are approved shall only be revoked in the event of an emergency.

- G. An employee who becomes injured or ill while on vacation leave and is otherwise eligible for sick leave shall be allowed to substitute sick leave for vacation leave on a day for day basis for the period of vacation leave affected by the injury or illness provided that the injury or illness is supported by appropriate medical documentation (i.e. physician's note).
- H. Under no circumstances shall employees be required by Management to use their vacation leave if the employee is off work due to Management action.

Section 2 - Accrual and Accumulation

- A. Full-time employees shall accrue vacation leave at the following rates:
 - 1. First 0-47 Months from date of hire: one (1) contract day per month
 - 2. 48-107 Months from date of hire; one and one quarter (1.25) contract days per month
 - 3. 108-and all subsequent months thereafter; one and one half (1.5) contract days per month
- B. Part-time employees shall accumulate vacation leave on a pro-rated basis based upon hours worked.
- C. The maximum accrual of Vacation Leave will be one hundred sixty (160) hours. Employees whose vacation accrual reaches one hundred sixty (160) hours will no longer accrue vacation unless the employee can provide approved leave slips that will bring the vacation balance to below one hundred sixty hours effective January 31, 2015.
- D. On a one time basis, on the first full pay period after ratification/board approval, employees with more than one hundred sixty (160) hours of accrued leave may cash out leave balances that exceed one hundred sixty hours. Employees who wish to not be cashed out will be allowed to retain the leave balance provided the employees can provide approved leave slips that will bring the vacation balance to below one hundred sixty hours effective January 31, 2015.
- E. Employees may cash out any portion of earned vacation leave in excess of ten (10) days at the end of the fiscal year provided the request to do so is in writing and submitted at least ten (10) workdays in advance and funding is available. Employees shall be paid for all earned vacation leave at the end of their employment.
- F. Accrued vacation leave is available for use after an employee's initial ninety (90) calendar days of employment.

ARTICLE XXIV

HOLIDAYS

Section 1 - Holidays Recognized and Observed

- A. Holiday leave is paid for all employees for the following holidays:

New Year's Day
Memorial Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Martin Luther King, Jr. Day
Independence Day
Veteran's Day
Christmas Day
Lincoln's Birthday/Washington's Birthday/President's Day*

*The Agency's observance and granting of paid holiday leave to employees of one or more of these holidays shall be consistent, from year to year, with the practice prevailing, in the given year, among the majority of the public school systems within San Joaquin County. In no case shall more than two of these President's holidays, nor less than one of these President's holidays, be observed in one year.

- B. Holidays occurring during an employee's vacation leave shall not be charged to vacation leave.
- C. Holidays occurring on a Saturday shall be observed the preceding Friday. Holidays occurring on a Sunday shall be observed the following Monday. In all other cases, holidays shall be observed on the actual day.

Section 2 – Eligibility

Employees are required to work all their regularly scheduled hours the day before and following a holiday in order to receive holiday pay. All paid leaves are considered days worked for this purpose.

Section 3 - Holiday Pay

- A. Employees' holiday pay shall be based upon their regularly scheduled work hours.
- B. If an employee is authorized to work and does so on any holiday, they shall receive both holiday pay and regular pay for all time worked.

Section 4 - Floating Holiday Recognized and Observed

The following day is established as a floating holiday for all employees. The Agency shall allow the employee the time off unless the employee and management have mutually agreed to another date within the same calendar year:

- A. Each employee's birthday after nine (9) continuous years of service

ARTICLE XXV **EDUCATION AND TRAINING**

Section 1 – Education

- A. The Agency shall allow an employee up to five percent 5% of scheduled full time work week time as paid release time for educational purposes, subject to the following limitations:
 - 1. Time off requested must not necessitate employment of substitute workers. It may not be scheduled in the middle of the day or at any time which disrupts the regular operations of the class or operating entity. Management has complete discretion in granting this benefit.
 - 2. The education must promote job capability or be directly related to employee's position or classification series.
- B. Employees shall be reimbursed for tuition and books for obtaining an AA degree in early childhood education or child development or for the California Early Education Credential.
- C. As long as the Agency is in compliance with Federal mandates that relate to Teacher qualifications, no employee shall be demoted or laid off for failure to obtain a degree. If the Agency is not in compliance with Federal mandates that relate to Teacher qualifications, lay-offs or demotions to remedy non-compliance shall be based upon inverse seniority.
- D. The Agency shall provide affected employees information, including appropriate forms about educational paid release time and the updated procedures on how to access it.

Section 2 – Training

- A. All trainings mandated or required by the Agency shall be on paid time.
- B. Employees shall also be notified of job related training, workshops, conferences, and seminars which are not mandated but may be available.
- C. The Agency shall provide regular in-service training to Full Day employees and employees shall be paid for such time.

ARTICLE XXVI

LEAVES OF ABSENCE

Section 1 - General

The Agency will provide all legally mandated leaves of absence and all employees as well as the Agency shall comply with all laws regarding those leaves. The leaves of absence listed below are provided with benefits in addition to those mandated by law and therefore are set forth herein. All employees returning from any leave within 4 months shall be returned to the same classification and worksite held at the commencement of the leave. An employee may elect to continue coverage for health benefits through COBRA.

Section 2 – Bereavement Leaves

Employees who suffer a death in their immediate family shall be allowed up to a maximum of five (5) work days off using: available paid Bereavement Leave, unused Vacation Leave, unused Sick Leave, and then as unpaid leave; in that order. Paid Bereavement Leave shall consist of up to one (1) work day per calendar year per employee for employees who suffer a death in their immediate family. Immediate family is defined as spouse, legal guardian, child, parent (or person standing in place of the parent), sibling, spouse's parent, spouse's sibling, spouse's child, grandparent or grandchild, any step-relative standing in the same position and any registered domestic partner or child of same.

Section 3 – Jury Duty

Leave with pay, up to a maximum of ten (10) work days per calendar year per employee, shall be granted for those days employees are on jury duty conditional upon submission of documentation of jury service. Jury pay earned by the employee will be deducted from employee's payroll in the payroll period during which the employee is off work for jury duty.

Section 4 – Family Medical Leave Act FMLA/CFRA

The Agency shall provide an unpaid family care leave for up to twelve (12) workweeks during any twelve (12) month period to employees who have been employed a minimum of twelve months and have worked at least 1250 hours. Family Care Leave shall be granted for one or more of the following, in accordance with the FMLA/CFRA.

- The birth of a child
- Adoption or placement of foster child
- Care of a spouse, parent, or child with a serious health condition
- Employees' own serious health condition

The Agency must review all leave requests. Any employee in need of such a leave should contact Human Resources as soon as possible. Family care leave is without pay, except that employees may use unused Health Leave and/or Annual Leave.

FMLA runs concurrent with Paid Family Leave and/or CFRA.

Section 5 – Disability Leave Due to Pregnancy, Childbirth, or Related Medical Condition

Employees disabled because of pregnancy, childbirth, or related medical condition may qualify for a leave of absence for the duration of their disability, up to the maximum time as required by law. An employee must present the Human Resources Department with a physician's statement of disability and must return to work upon release by their physician following the disability. Disability leave is without pay, except that an employee who has unused health leave or annual leave may use it during the periods of pregnancy disability leave.

FMLA runs concurrent with Paid Family Leave. CFRA begins when an employee is released from pregnancy disability.

Section 6 – Military Leave

The Agency shall provide military leaves of absence to all employees in compliance with applicable State and Federal laws. Any employees requesting military leave should submit such request promptly and accompany any such request with a copy of their orders indicating the beginning and ending dates of their active duty period. All military leave shall be unpaid.

ARTICLE XXVII **BACKGROUND CHECKS**

Applicants, who have been extended a job offer, shall pay the cost of any required background check required for continued employment. Background checks covered by this article include, but are not limited to: criminal records check, child abuse index clearance, and FBI clearance.

When the worker completes probation, they shall have the cost of the background check refunded within thirty (30) days of completing probation.

ARTICLE XXVIII **PHYSICAL AND HEALTH EXAMINATIONS**

The Agency shall bear the cost of any physical or health examination that is required as a condition of employment and agrees to pay the cost of an employee visiting the Agency appointed physician or pay the employee's health plan co-pay; at the employee's option.

ARTICLE XXIX **CERTIFICATES**

The Agency shall bear the cost of any certifications that are required as a condition of continued employment; excepting renewals for the Child Development Associate (CDA) certificate and State permits.

ARTICLE XXX
WAGES AND SALARY SCHEDULE

Section 1 – General

- A. No employee on or before the effective date of this Agreement shall suffer any reduction in pay as a result of this Article unless reductions in pay are specifically required by the Head Start Act, Region IX or the Grantee.
- B. Salary ranges have been established for each classification in the bargaining unit and are provided in Appendix A. Any employee on or before the effective date of this Agreement who makes less than the minimum established for their classification shall receive an increase in pay to at least the minimum for their classification.
- C. 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.
- D. The Agency agrees to provide out of class compensation after the completion of more than two (2) consecutive days of working out of class or more than fifteen (15) cumulative days of working out of class per school year. Out of class compensation is to be a minimum salary increment of five percent (5%) or the lowest step of the higher range, whichever is greater. Out of class compensation will be paid only while the Employee is working in the higher classification and only after the qualifying times above have been met. There will be no retroactive out of class compensation.

Section 2 – COLA Increases

- A. Cost-of-Living-Adjustment (COLA) increases granted by the Federal Government during the term of this Agreement shall be applied to all employees as an across the board increase so long as those adjustments comply with regulations including the wage comparability survey requirements. COLA increases shall be applied no later than forty-five (45) calendar days from the date that the Regional Administration for Children and Families (ACF) authorizes the Agency to spend the COLA grant.
- B. The salary range of each classification shall be adjusted by any Cost-of Living Adjustment (COLA) granted during the term of this Agreement, unless the Regional Administration for Children and Families (ACF) determines that the salary range exceeds comparability.

Section 3 – Educational Step Increases and Differences

- A. Employees shall earn longevity differentials on their anniversary date according to the following schedule:
 - 1. Seven (7) year anniversary date: two percent (2%) increase
 - 2. Nine (9) year anniversary date: two percent (2%) increase
 - 3. Twelve (12) year anniversary date: two percent (2%) increase
 - 4. Twenty (20) year anniversary date: two percent (2%) increase

5. Twenty-five (25) year anniversary date: two percent (2%) increase

- B. Teacher's Aides, Substitute Teacher's Aides, Teacher Assistants, and Substitute Teacher Assistants shall receive a two percent (2%) educational step increase for every twelve (12) units earned by the employee, up to a qualifying A.A./A.S. degree. The employee shall receive the increase within thirty (30) calendar days of Agency receipt of transcripts documenting the additional units.
- C. Teachers, Substitute Teachers, and Mentor Teachers shall receive a two percent (2%) educational step increase for every fifteen (15) units earned by the employee, up to and including a B.A./B.S. degree in Child Development, Early Childhood Education or related bachelor's degree.
- D. The employee shall receive the increase within thirty (30) calendar days of Agency receipt of transcripts documenting the additional units.
- E. Teacher's Aides, Substitute Teacher's Aides, Teacher Assistants, Substitute Teacher Assistants, Teachers, Substitute Teachers, and Mentor Teachers shall receive a pay differential of twenty-five cents (\$0.25) per hour for having a CDA, if the Teacher's Aide, Substitute Teacher's Aide, Teacher Assistant, Substitute Teacher Assistant, Teacher, Substitute Teacher, or Mentor Teacher does not possess a qualifying A.A. degree or valid qualifying state issued permit for the position level required.
- F. Teacher's Aides, Substitute Teacher's Aides, Teacher Assistants, and Substitute Teacher Assistants, shall receive a pay differential of twenty-five cents (\$0.25) per hour for having a valid and clear state issued Associate Teacher or Teacher Child Development Program permit (Children's Center Permit). Teachers, Substitute Teachers, and Mentor Teachers shall receive a pay differential of twenty-five cents (\$0.25) per hour for having a valid and clear state issued Teacher or Master Teacher Child Development Program permit (Children's Center Permit). Teachers, Substitute Teachers and Mentor Teachers shall receive a pay differential of thirty-five cents (\$0.35) per hour for having a valid and clear state issued Site Supervisor or Program Director Child Development Program permit (Children's Center Permit).
- G. All classifications of teaching positions in this article shall receive only one (1) pay differential for the highest level permit obtained , restricted by agency position. As per E, above, the Agency does not provide differentials for both a state issued permit and the CDA credential for the same individual. Teaching staff with state issued teaching credentials shall be paid differential for credential, but not permits and CDA's.
- H. Teachers, Substitute Teachers, Mentor Teachers, Teacher's Aides, Substitute Teacher's Aides, Teacher Assistants, and Substitute Teacher Assistants who have an AA degree in early childhood education or related field shall receive an additional pay differential of thirty-five cents (\$0.35) per hour.
- I. Teachers, Substitute Teachers, and Mentor Teachers who have a state issued California Early Childhood Education Teaching Credential shall receive an additional pay differential of sixty-five cents (\$0.65) per hour.

- J. Teachers, Substitute Teachers, and Mentor Teachers who have a BA degree in early childhood education, child development, or related, qualifying degree shall receive an additional two dollars an hour (\$2.00) pay differential.
- K. Family Service Workers and Family Services Specialists shall receive a pay differential of seventy-five cents (\$0.75) per hour for having an AA degree and one-dollar and seventy cents (\$1.70) per hour for having a BA degree in social services, adult education, psychology, human services, or a related field.
- L. In the event an employee believes that they are not receiving the pay to which they are entitled, they may file a grievance. In this event, appeal to the Personnel Department would constitute the first step of the grievance procedure.

Section 4 – Implementation of Salary Ranges

- A. All employees and salary ranges shall receive the appropriate across-the-board cost of living adjustment (COLA) increase and other salary increases (such as Quality Improvement funds) when received, according to the Head Start Act, Region IX or the Grantee.
- B. The Agency and the Union agree to reopen Article XXX to meet and confer regarding rates following the signing of this Agreement, for the purpose of researching wage scales and increases, subject to funding allocated by funding agencies authorized for the payment of wages. For no reason shall wages be reduced as a result of this process unless mandated by the funding agency, regulations or funding. The Agency will notify the Union annually upon receipt of allocation of funding increases and/or continuation of same funding for future program years and agrees to initiate negotiations within thirty (30) days of the notice.
- C. Any employee hired after the effective date of this Agreement (hereinafter called a "new employee") shall be placed at the minimum of the salary range for their classification, with the following exceptions:
 - 1. The Agency may grant a new employee up to four (4) longevity differentials contained in section 3 of this Article for prior experience. For the purposes of this section, appropriate prior experience is defined as work experience in the same or related field as the employee's position at the Agency. Volunteer experience may be counted as work experience for this purpose. The Agency shall be consistent in its granting of additional steps for prior work experience.
 - 2. In addition to their starting pay, a new employee shall receive any educational step increases and pay differentials for which they qualify.

ARTICLE XXXI **SECOND LANGUAGE DIFFERENTIAL**

Any employee currently receiving the second language differential shall continue to receive the second language differential as long as they choose.

Employees not receiving the second language differential will not be required to use any second language they speak outside of their own caseload.

ARTICLE XXXII
MILEAGE REIMBURSEMENT AND DRIVING REQUIREMENTS

Section 1 – Mileage Reimbursement

- A. Employees using personal vehicles for Agency business shall be reimbursed at the rate set by the Internal Revenue Service and consistent with the Labor Code of the State of California.
- B. An employee who submits a mileage claim shall receive the reimbursement as soon as is possible.
- C. The employee shall sign mileage reimbursement form which states that employee is submitting true and accurate mileage accumulated while performing assigned work duties. Agency reserves the right to audit, question, and reject excessive or unnecessary mileage claims not related to the performance of work duties.

Section 2 – Driving Requirements

- A. Any employee driving on Agency business shall agree to provide a copy of their California Driver's License and proof of insurance upon expiration and a motor vehicle report annually.
- B. Agency agrees to reimburse the employee for the cost of the motor vehicle report upon verification.

ARTICLE XXXIII
HEALTH, VISION, DENTAL, LIFE INSURANCE, AND DISABILITY BENEFITS

Section 1 - Health and Welfare Benefit Plan

- A. All employees are participants in the Agency's plan. Full-time employees shall be eligible to participate in the Agency's Health and Welfare plan on the first (1st) day of the month following the first thirty (30) calendar days of employment.
- B. The Agency shall pay the following amounts on behalf of the employee and his/her dependents during the term of this Agreement:

1. Health and Welfare Plan Amounts Paid by Agency (effective October 1, 2014)

Employee Only:	\$425.00 dollars per month.
Employee + Spouse:	\$525.00 dollars per month
Employee + Child/dren:	\$525.00 dollars per month
Employee + Spouse and child/dren:	\$610.00 dollars per month

- C. Employees may use the above amounts, depending upon the size of their family, to pay for their health, vision, dental, and life insurance. Excess amounts, may be used by the employee to supplement their retirement plan (see Section 3 of Retirement Plan Article for Supplemental Wage). If an employee has selected a high Deductible (Consumer Driven) Health Plan excess contributions may be put in a Health Savings Account.
- D. The employee shall pay through payroll deduction the costs of elected coverage that exceed the Agency contribution amount listed above. The employee may sign a salary reduction agreement and have the amount deducted pre-tax as part of the Agency's Section 125 Cafeteria POP (premium only plan) or the employee may waive that option and have the amount deducted as a standard after tax deduction.
- E. Effective January 1, 2015, the Agency will offer a Section 125 plan to allow employees to pay for dependent care up to the maximum allowed by the Internal Revenue Service and a Health Flexible Spending Account to a maximum of \$1300 annually to pay for out of pocket health and related costs.
- F. The Agency shall continue to offer at least three (3) health insurance plans which include prescription coverage, one (1) vision plan, two (2) dental plans, and one (1) life insurance plan to employees. If a High Deductible (Consumer Driven) Health Plan is available, it will be available as a fourth option.
- G. Any change in the schedule of benefits for these plans shall be negotiated with the Union.

Section 2 - Disability Insurance and EAP

The Agency shall continue to provide long-term disability insurance and the Employee Assistance Program (EAP) to employees.

ARTICLE XXXIV **RETIREMENT PLAN**

Section 1 - General

All employees are participants in the Agency's 403(b) plan. Full-time employees shall be eligible for Agency contributions for each month the employee works at least ninety percent (90%) of their regularly scheduled hours beginning one year from the date the employee became eligible for health benefits under the Agency's Health and Welfare Plan. For the purpose of computing the ninety percent (90%), an employee is deemed working if he or she is on paid sick days and/or vacation. All employees shall be eligible to participate in the voluntary employee contribution plan.

Section 2 - Agency Contribution

The Agency shall contribute forty-five (\$45.00) dollars per month for each eligible employee, as defined above, into the current tax sheltered 403(b) account.

From October 2013 through January 2014, agency employees received additional monies in their health contributions from HSCDC. HSCDC employees will repay the monies through payroll deduction. Employees may choose to take the HSCDC allowance as cash during those pay periods where the overpayment is recovered. The actual amount of overpayment varies by employee and will be calculated individually. Employees will be provided the amount of over payment, and have the opportunity to review to ensure accuracy. Employees will be given the option of arranging payments or using the agency contribution to repay amounts owed. Each employee electing to use the agency contribution to repay amounts owed will receive an individualized statement of amount owed and timeline for repayment.

Section 3 - Voluntary Employee Contributions

The Agency agrees to continue to provide the current options for employees to contribute funds through deferred salary reduction agreements to its employee-only exempt 403(b) plan.

Section 4 - Supplemental Wage

Any unused Agency contribution allowance for Health and Welfare benefits up to a maximum of one hundred dollars (\$100) per month, less Agency's share of FICA and Medicare seven and sixty-five hundredths percent (7.65%), shall be paid to employee as a supplemental wage on the last pay period of each month if the following conditions are met:

- A. Employee contributes the same or greater amount to their voluntary 403(b) account through a deferred compensation wage reduction agreement deduction; and
- B. Employee works at least sixty percent (60%) of their regularly scheduled hours that month.

ARTICLE XXXV **COMMITTEES**

The Union and the Agency agree that on-going communication and problem solving about program and work place matters are important for the success of Head Start's mission.

- A. The Union may select the employee representatives for all Staff Committees.
- B. Each Committee shall contain at least as many employee representatives and management representatives. The Agency may add additional positions to a Committee in order to ensure reasonable employee representation in classification or geography. The Union shall select the individual employee to fill the position.
- C. Committees shall meet during normal working hours and employees shall be entitled to paid release time for serving on Committees.
- D. Committees shall meet regularly. These Committees are:
 - Bid Day
 - Safety (Health)
 - Training and Staff Development

- Nutrition
- Curriculum (AD HOC)
- Conflict Resolution (AD HOC)
- Events (New) (AD HOC)

E. Each Committee shall set its agendas and meeting times subject to Agency needs.

F. Labor Management Committee

1. The Employer and the Union agree that communication is beneficial to the collective bargaining relationship. To that end, a Labor Management Committee has been established and is composed of the Agency Director/HR Director or designee with authority and four management representatives of the Employer; and the Union Staff Representative and four (4) employee representatives of the Bargaining Union—all employees of the Employer. Upon the request of either party, the Committee shall meet on paid time at a mutually agreed upon time and place to address topics of mutual interest and concern, including, but not limited to, health and safety, policies and procedures. The activities of the Committee are advisory and not subject to the Agreement's grievance procedure. The parties shall submit agenda items at least one week before the scheduled meeting. If either party requests a meeting, the meeting will be scheduled within two weeks of the request unless both parties agree otherwise. Meetings will not be scheduled more often than monthly without the consent of both parties.

ARTICLE XXXVI **OUTSIDE EMPLOYMENT**

Outside employment for full time employees will be allowed only with prior written notification to their first level supervisor. Work requirements, including Agency required overtime will have precedence over any outside or volunteer work.

ARTICLE XXXVII **TERM OF AGREEMENT**

Section 1 – Term

This Agreement will become effective: as of date of ratification 2014 through March 1, 2016.

Section 2 – Modification

If, during its term the parties mutually agree to modify, amend, or alter the provisions in this Agreement in any respect, any such changes will be effective only if and when they are reduced to writing and approved by the authorized representatives of the Agency and the Union. Any valid changes shall become part of this Agreement and subject to its term and automatic renewal, modification, or termination.

Section 3 – Reopener

The Union and the Agency agree to a wage, health, dental, vision, and life insurance re-opener for each year of this Agreement to negotiate over the allocation of the Quality Improvement funds, if any, allocated by the Federal government and any other supplemental grants that may be used for employee salary or benefits. The Agency shall give written notice to the Union of an allocation upon receipt. Re-openers shall begin no later than fourteen (14) calendar days after an allocation has been made. In the event no allocations are made for a given fiscal year, the re-opener shall begin no later than ninety (90) days prior to the date of the insurance open enrollment period.

ARTICLE XXXVIII **NO STRIKE AND NO LOCKOUT**

Neither the Union, its agents, nor any of its members will collectively, concertedly, or in any manner whatsoever, engage in, incite, or participate in any strike, slowdown, boycott, action directed at reducing the Agency's funding and/or enrollment, work stoppage, or sympathy strike against the Agency during the term of this Agreement. During the term of this Agreement, the Agency shall not lockout any employees covered by this Agreement. It is further understood that duly authorized staff representatives of the Union shall use their best efforts to encourage any employees violating this Article to cease such conduct.

Employees found to have violated the terms of this Article shall be subject to discipline up to and including immediate discharge. Employees shall have the right to grieve discipline or discharge under this Article under the Grievance and Arbitration Article contained in this Agreement.

ARTICLE XXXIX **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 discipline, reductions in funding or specifically when required by the Head Start Act, Region IX or the Grantee; in which case the parties agree to meet and negotiate.

ARTICLE XL **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 negotiations to alter the unlawful provision within thirty (30) calendar days of receiving notice of a final judgment or decision which is binding. It is further understood and agreed that if the parties cannot agree upon a renegotiated section, that the normal rules of bargaining shall apply.

ARTICLE XLI
RECEIPT OF DOCUMENTS

For any documents required by the Employer and/or submitted by the Employee to the Agency the following procedure shall apply:

- A. Employees must present the original of the document for inspection. If the document is an "original" that the employee does not want marked; the employee shall also provide a copy to the Employer;
- B. When the document is received it will be stamped with a manual stamp which reads "Head Start C.D.C.";
- C. The same documents will then be stamped with the date/time stamp;
- D. The document will then be scanned;
- E. The scanned copy will then be printed and the copy given to the employee as a receipt with the original being retained by the Agency.

ARTICLE XLII
NON-RETALIATION FOR PARENTAL VIOLATIONS

So long as the employee has performed all their duties as required by the Agency; once an employee has informed their immediate supervisor of a parent's or guardian's failure to follow the provisions of the "Program Year Admission Agreement", the employee shall not be disciplined for any such failure on the part of the parent or guardian.

If the staff disagrees with their immediate supervisors' determination regarding the family's continued placement in the program, the staff affected may request to meet with the Program Manager and immediate supervisor. The Program Manager shall meet with the affected staff within seven (7) days. Should there be a need for further review based on disagreement; the affected staff shall have the option to move forward in accordance with the chain of command.

APPENDIX A
(Salary Ranges)

Appendix A accurately reflects all previous cost of living increases
Last COLA 8/10/2012

	8/10/2012		
Teacher's Aide/Teacher Assistant /Assistant Teacher and Substitutes	\$	11.36 -	\$ 17.90
Teacher, Substitute Teacher, Home Visitor	\$	15.57 -	\$ 29.92
Mentor Teacher (formerly known as Cluster Supervisor	\$	15.57 -	\$ 29.92
Family Service Worker	\$	13.65 -	\$ 23.74
Family Advocate	\$	24.59	
Transporter	\$	12.71 -	\$ 13.96
Bus Driver	\$	13.81 -	\$ 14.83
Cook	\$	14.03 -	\$ 16.67
Kitchen Aide	\$	13.52 -	\$ 14.52
Health Assistant	\$	16.69 -	\$ 16.71
Maintenance	\$	14.97 -	\$ 18.41
Registration Clerk (ERSEA Clerk)	\$	12.90 -	\$ 15.37
Custodian	\$	10.73 -	\$ 16.12

APPENDIX B
(Table of Required Documents)

Classification	CPR (2 years †)	First Aid (2 years)	Pediatric CPR (2 years)	TB (2 years †)	Physical Exam (2 years)	Motor Vehicle Report	Proced ure	Monit oring Stand ards
Mentor Teachers	✓	✓	✓	✓	✓	✓		
Teachers	✓	✓	✓	✓	✓	✓		
Home Visitors	✓	✓	✓	✓	✓	✓		
Family Service Workers				✓	✓	✓		
Teacher Assistants	✓	✓	✓	✓	✓	✓		
Substitute Teachers	✓	✓	✓	✓	✓	✓		
Substitute Teachers Assistants	✓	✓	✓	✓	✓	✓		
Registration Clerks				✓	✓	✓		
Food Services Staff				✓	✓	✓		
Maintenance				✓	✓	✓		
Bus Drivers**				✓	✓	✓		

*New Hires – All staff as new hires are required to have TB and Physical Exams

** Bus Drivers – Not currently required to CPR/1st Aid

† Upon Expiration listed on card

† † 4 Years for Chest X-Ray, following positive TB read.

SIDE LETTER
REGARDING ARTICLE XX

In order for the terms of Article XX to be implemented the Agency shall create all the necessary forms and written procedures for employees to make transfer requests. The Union shall be given a copy of all such forms and the written procedures at least one (1) month prior to the initial implementation of this article and shall have the right to meet to discuss any part of either the procedures or forms which it believes are not in accordance with the terms of this article. This does not preclude the right of the Union to grieve, mediate and arbitrate such, should the parties be unable to reach an accord.

SIDE LETTER
ARTICLE XXI
LAYOFF, RECALL & DISPLACEMENT

The layoff process for any layoffs due to occur as a result of the restructuring plan will be negotiated as part of the reopener.

SIDE LETTER
MIGRANT PROGRAM – TRANSITION YEAR

Migrant Assignment Bid — Transition Year

The first year of the implementation of Migrant Assignment by bid shall be handled by a special transition process. All migrant positions shall be available for bid on the scheduled migrant bid day. Qualified employees shall bid for position in the order of their migrant tenure. Migrant tenure, for this transition process, shall be determined by the number of hours the employee has worked in the migrant program for the years of 2007, 2008, 2009, 2010, and 2011. In the event the Agency cannot get accurate data for all the aforementioned years, the Agency and the Union will meet and confer on the appropriate time frame.

Once all qualified employees with migrant tenure have bid, openings will then be made available to other qualified employees in order of their Head Start seniority. Any remaining unfilled positions shall be filled by involuntary assignment. In this event, the least senior employee, who has the necessary qualifications, shall be so assigned.

As soon as possible after receipt of the 2012 migrant grant, the Agency will post at all work sites and mail to all employees a list of the migrant sites, and the migrant positions including classification, site assignment, shift hours, start and end date and requirements.

SIDE LETTER
TEACHER AIDES IN TRAINING (TAT)

1. TATs will be included in the current CBA.
2. TATs will be eligible to receive the COLA provided to bargaining unit employees during this contract.
3. TATs who are contracted to work 25 hours per week or less shall not be eligible for benefits except those required by law.
4. TATs who are contracted to work more than 25 hours per week shall be eligible for benefits including:
 - a. XXII Sick Leave
 - b. XXIII Vacation
 - c. XXIV Holidays
 - d. XXV Education & Training Section 2 (pertaining to mandated training which will apply to TATs).
 - e. XXVI Leaves of Absence (except those mandated by law which will be provided to TATs if eligible).
 - f. XXX Section 3 Education Step Inc. and Differences.
 - g. XXXI Second Language Differential.
 - h. XXXII Mileage Reimbursement
 - i. XXXIII Health Coverage (70% of the applicable level)
 - j. XXXIV Retirement Plan
 - k. XXXIX No Reduction in Benefits
5. TATs will not eligible for other benefits including tuition reimbursement, step increases or other benefits as may be subsequently negotiated.

The undersigned agree that this document reflects the agreement of the parties hereto.

For Employer:

B. Santos

Barbara Santos

Angelica Acevedo

Frankie Flores

For Union:

Ulysses Madison

Ulysses Madison

Louisa Saturnino

Louisa Saturnino

Gina Castellano

Gina Castellano

Peggy Cannon

Peggy Cannon

Paula Jimenez

Paula Jimenez

Nicolette Smith

Nicolette Smith

Dorothy Taylor

Dorothy Taylor

Tina Torres

Tina Torres

Pete Castelli

Pete Castelli

Bill Petrone

Bill Petrone

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Weingarten Rights

The Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview which may result in discipline. These are called your Weingarten Rights.

1. You must request that a Union representative be called into the meeting.
2. You must have a reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your Union representative prior to the meeting to get advice.
4. Do not refuse to attend a meeting if a steward is requested but denied. We suggest you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails we suggest that you not answer any questions and take notes.

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