

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**KEDREN HEAD START/STATE PRESCHOOL**  
**AND**  
**EARLY CHILDHOOD FEDERATION,**  
**AMERICAN FEDERATION OF TEACHERS**  
**LOCAL 1475**



**JUNE 22, 2005 - JUNE 22, 2008**

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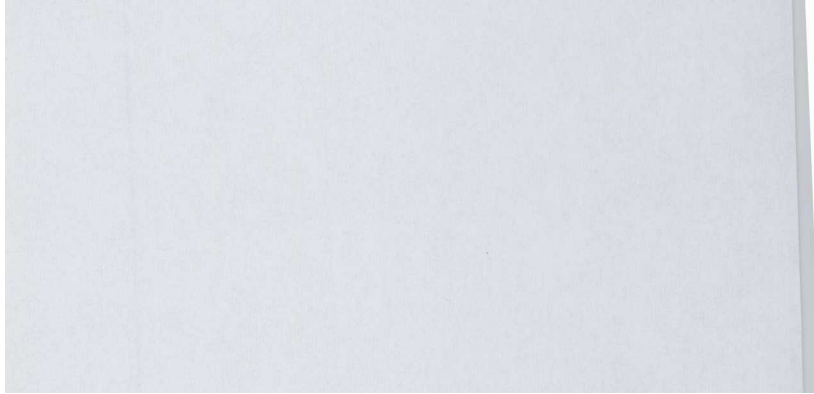
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**AGREEMENT**

This Agreement is between **Kedren Community Health Center, Inc. Federal and State Preschool, Programs & Family Service Center (Employer)** and **Early Childhood Federation, American Federation of Teachers, Local 1475, AFL-CIO ("Union")**.

**Article I**  
**RECOGNITION**

1. **INCLUDED EMPLOYEES**. The Employer **recognizes the Union as the exclusive collective bargaining agent and representative for all full-time regular employees working in the following job classifications : Receptionist, Assistant Teacher, Teacher/Site Supervisor, Clerk Typist, Senior Clerk Typist, Nutrition Aide, Handicap Aide, Family Service Workers, Health Aide, Social Worker, Social Worker Aide, Parent Involvement Aide, Van Driver/Custodian.**
2. **EXCLUDED EMPLOYEES**. The Union agrees that it is not the exclusive bargaining agent and representative of employees working in all other job classifications, and all other employees of the Employer, including but not limited to: Executive Director, Assistant Director, Accountant, Accountant/Administrative Assistant, Personnel Manager, Volunteer Resource Coordinator, PR/Resource Manager, Education Training Coordinator, Parent Educator, Child Development Supervisor, Executive Secretary, Fiscal officer, Health Coordinator, Maintenance Supervisor, Family Maintenance Coordinator, Social Worker Supervisor, Mental Health and Handicap Coordinator, senior Accountant, Accounting Clerk, Guards, Temporary, Substitute, Contract, Part-time, Probationary and Confidential Employees, and all Managerial and Supervisory employees as defined by the National Labor Relations Act.
3. **NEW CLASSIFICATIONS**. **The Employer agrees to notify the Union in writing within 10 days of the approval of any new job classifications and to negotiate over their inclusion into the bargaining unit, if so requested by the union.**

**Article II**  
**UNION RIGHTS**

1. **Union Access**. After giving advance notice to the appropriate supervisor and after advising the Employer's **central** office by telephone, Union representatives shall have access to the Employer's **premises** and shall be permitted to confer with any employee, provided it does not interfere with the employees' necessary work.
2. **Site Meetings**. The Union may, by agreement with the Director or a supervisor, arrange meetings on non-work time at a site.

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3. Release Time. Upon request by the Union President, the Chapter Chairperson and any Union officers employed by the Employer may be released to attend conferences, legislative hearings and other daytime Union functions.
4. Meetings. Meetings to discuss program concerns may be arranged between the Union and the Employer.
5. Bulletin Boards. A portion of a bulletin board shall be exclusively reserved for the Union's use at each **site in an** area commonly frequented by employees.
6. Budget Information. The Union shall receive, upon request, a copy of the Employer's budget(s), any approved modifications) related to the personnel portion of the budget(s), and any grant award letters (Head Start and State Preschool) within 5 days of their receipt by the Employer.
7. Representation. Employees have the right to request the presence of a Union representative at any disciplinary interview, or an interview which may result in discipline.
8. Employee Information. The Employer shall provide the Union a seniority list of all employees in the bargaining unit each October and February along with employee classifications and levels, date of hire, address and monthly salary.
9. Chapter Chairperson Release Time. The Chapter Chairperson shall represent **employees at discipline or grievance hearings**. **Unused release be entitled to spend** approximately 2 hours of work time per month to time does not accumulate.
10. Chapter Chair Release Time Procedure. When the Chairperson wishes leave his/her work **station s** to perform **the activities** permitted by Section9 above, the Chapter Chairperson will advise **his/her immediate supervisor**. Chapter Chairperson will be allowed to **use the release time except in emergencies** or when the chapter Chairperson's absence would disrupt the Employer' **s operations**. If the Chapter Chairperson is not allowed to **use the release time when** requested, a mutually agreed upon time will be set for the Chapter Chairperson to be released from work. The Chapter Chairperson must report his/her return to work to his/her supervisor. Work time spent on activities permitted by Section 9 above must be recorded by the Chapter Chairperson on his/her time record.
11. Release Time For Site Representatives. One employee designated by the l.'nion from each of the Employer's sites shall be released from work with pay for approximately 1 hour every other month to attend a Union meeting. The Union shall provide the Employer with a minimum of 30 days advance notice of the date of the meeting. The release time shall be granted at the end of the work day. In emergency



situations the Employer may require the designated employee to **remain** at work. In such cases an alternate employee may be designated for release by the Union. In emergency situations the Employer may require the release time for **all site** representatives to be rescheduled. In such cases, an **alternate release** time shall be scheduled in conjunction with the Union as soon as possible. The Union shall provide the Employer with a written list of designated site representatives within 10 calendar days of the beginning of the school year. Changes in designated site representatives shall only be made in writing. Release time must be recorded by site representatives on their time records.

ARTICLE III  
UNION SECURITY

1. Exclusive Right to Dues Deduction. The Union is the only employee organization for which the Employer may deduct Union dues from an employee's wages. The amount to be deducted shall be verified by the Union.
2. Dues Deduction Authorization. Union dues shall be deducted from an employee's wages only if the employee voluntarily executes a written dues deduction authorization form. The form must be signed by the employee and submitted to the Employer. The dues deduction authorization shall be valid unless revoked during the period of September 15<sup>th</sup> to 30<sup>th</sup>. Dues deduction revocations must be in writing and be signed by the employee.
3. Transmittal of Dues to the Union. Union dues deducted from an employee's wages shall be forwarded to the Union no later than 30 calendar days after the dues are deducted. The Employer shall provide the Union with **a list** of the employees from whom dues were collected and the amount of the dues collected.
4. Hold Harmless Clause. The Union shall hold the Employer harmless for any liability, including attorneys' fees, associated with the implementation and administration of the dues deduction system described in this Article.
5. Provision of Contracts. The Employer shall provide each employee with a union contract and keep a copy of the contract at each site.
6. Availability of Union Membership and Non Discrimination. The union shall make membership available to all employees of the bargaining unit on equal terms and conditions and will not discriminate against any employee. The employer shall not discriminate against any employee or job applicant based on union membership or union activities.
7. Non- Discrimination. **The Union and the Employer agree not to discriminate against any employee or applicant for employment because of age, race, color, creed,**

national origin, sex, marital status, medical condition, union membership or lack there of, political belief and affiliation, sexual orientation, or physical handicap.



ARTICLE IV  
EMPLOYEE RIGHTS AND PROGRAM CONCERNS

1. Personnel File Review. An employee shall be entitled to review his/her personnel file. An employee shall be entitled to review his/her personnel file no later than 2 business days after the employee's request is received.
  
2. Employee Copies of Evaluation and Discipline Documents. An employee shall be provided a copy of any evaluation or disciplinary documents placed in the employee's personnel file. The employee shall acknowledge in writing receipt of any evaluation or disciplinary document. An employee may submit a written response to any evaluation or disciplinary document. The response shall be placed in the employee's personnel file. The employee's response must be filed within 5 business days of the employee's receipt of the evaluation or disciplinary document.
  
3. Sealing of Documents. Four years after the date an evaluation or disciplinary document is issued, the Employer and Union may agree to seal an evaluation or disciplinary document and agree that it not be used as the basis for disciplinary action against the employee.
  
4. Evaluation Date. An employee **shall be evaluated once a year**.
  
5. Discipline. Employees shall be subject to discipline for cause as provided for in the Employer's Personnel Administration Manual.
  
6. Grievance of Discipline. The following disciplinary actions may be submitted to the grievance procedure: suspension, demotion, and termination. All termination's are subject to the approval of the Parent Policy Committee. The Union shall be notified of all termination recommendations no later than I week before the Parent Policy is scheduled to act on the recommendation.
  
7. Equipment and Supplies. The Employer shall attempt to maintain appropriate equipment and supplies at all work sites.
  
8. Job Descriptions. An employee shall be provided a copy of his/her job description when hired and upon request.



ARTICLE V  
EMPLOYER RIGHTS

1. Management Rights. The Employer **retains the exclusive** right to manage and direct the performance of its workforce. The consideration of the merits, necessity, **management** or organization of any service or activity conducted by the Employer shall include but not be limited to the Employer's right to:

- a. **Determine issues of policy,**
- b. **Determine and change the facilities , methods, means , and personnel by which its operations are to be conducted;**
- c. **Expand or diminish services**
- d. **Determine and change the number of locations, relocations , and types of operations and the processes and material to be employed in carrying out all functions, including but not limited to the right to contract out any work or operation.**
- e. **Determine the size and composition of the workforce, to assign work to employees in accordance with the requirements of the employer, and to establish and change work assignments.**
- f. **Determine job classifications;**
- g. **Appoint, transfer, promote, demote, and lay off employees for lack of work or other appropriate reasons;**
- h. **Initiate disciplinary action;**
- i. **Determine policies, procedures, and standards for selection, training and promotion of employees;**
- J. **Establish employee performance standards , including but not limited to quality and quantity standards;**
- k. **Maintain the efficiency of its operations;**
- l. **Exercise complete control and discretion over its organization, and the technology of performing its work and services;**
- m. **Establish reasonable work and safety rules and regulations in order to**

**maintain** the efficiency and economy desirable in the performance of its services; and



**n. Determine** any and all necessary actions to carry **out its mission in emergencies.**

2. Reservation of Rights. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law. It is not the intention of the Employer, in setting forth the foregoing rights of management, to detract from or diminish in any way the rights of employees or the union as set forth in this Agreement.

**ARTICLE VI**  
**PERSONNEL ADMINISTRATION MANUAL**

I. Application of the Personnel Administration Manual. The Employer and Union acknowledge the existence of the Employer's Personnel Administration Manual dated August, 1995 ("Manual"). The Union acknowledges receipt of a copy of the Manual. Any conflict between the specific terms of this Agreement and the Manual shall be resolved in favor of the Agreement.

2. Changes in the Manual. **The Employer shall provide the Union written notice of any changes in the Manual.**

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**ARTICLE VII**  
**PROBATION PERIOD**

I. Length of Probation Period. The probation period for all new employees and promoted employees shall be 180 days. Lacking notification to the contrary in writing, probationary employees shall automatically become regular employees after 180 days of employment.

2. Employer's Discretion. Retention of any probationary employee shall be within the sole discretion of the Employer.

3. Purpose of Probation Period. The probation period shall provide an opportunity for feedback and exchange of information about the employee's performance. There shall be at least two formal employee evaluations within the first 150 days of the probation period. The evaluations shall include specific



**suggestions regarding needed areas of improvement , including how to obtain additional resources, the role of the evaluator and the time schedule for future monitoring.**

4. **Non-Work Activity.** Evaluations shall not be predicated upon lawful, non-work-related personal activities which have no impact on the employee's effectiveness.

5. **Extension of Probation Period.** The probation period may be extended for an additional 30 - 60 days by mutual agreement of the employer and the employee. The union shall be immediately notified of all extensions. The Employer shall provide the employee with a clear, written explanation of the areas of needed performance improvement and of suggested steps to take to acquire the necessary skills. If the employee makes reasonable progress toward correcting the deficiencies , she/he shall become a regular employee at the end of the 30 - 60 day extension.

6. **Promotional Rejection.** Employees rejected during the probation period from a promotional position shall be entitled to reinstatement to a position in the same or comparable class from which they were promoted as soon as one is available.

7. **Fringe Benefits.** All probationary employees shall be entitled to all fringe benefits except medical , dental and life insurance and retirement , sick leave and vacation shall be accrued , but may not be taken until the end of the probation period. Eligibility for medical insurance and retirement benefits shall occur when the probation period is completed.

8. **Orientation.** A new employee shall be given an orientation regarding the Employer's procedures and philosophy at the beginning of the probation period. The employee shall receive a packet of information which includes the manual, salary schedule, the appropriate job description and the Employee Handbook.

## **ARTICLE VIII**

### **WORK HOURS AND ATTENDANCE**

1. **Work Week and Work Day.** The usual work week consists of 5 consecutive work days, Monday thru Friday in a 7 day period totaling 35 hours per week. The usual work day begins at 8:00 A.M. and ends at 4:30 P.M., and includes a scheduled one-half hour lunch period and two 15 minute rest periods.

2. **Work Schedule.** Changes in an employee 's regular work schedule may be made by the Director to meet the needs of the Employer. The starting and ending times may be changed to meet the needs of the Employer.

3. Lunch Period and Work Breaks. A lunch period of one-half hour and two 15 minute breaks, one in the morning and one in the afternoon, shall be provided. Supervisors will schedule breaks in a way that will provide for the efficient operation of the Employer

4. Attendance and Tardiness. Attendance and punctuality are considered essential elements in the performance appraisal of all employees: excessive absenteeism, repeated tardiness, or early departures require that disciplinary action be taken.

- a. Employees must notify their supervisor or the Assistant Director in advance of known absences, early departures or anticipated tardiness. Employees are required to notify their supervisors of unanticipated absences or tardiness no later than one-half hour before their normal reporting time.
- b. Employees are responsible to insure that periods of absence from work are accurately reflected on their time sheets.

5. Head Start State Preschool. In the Head Start/State Preschool programs, no more than four (4) hours shall be spent by any Teacher or Assistant Teacher working directly with children, field trips excluded. Exceptions to this four (4) hour limitation would be those Teachers or Assistant Teachers who volunteer to substitute for an absent staff with incentive stipend compensation, in addition to their regular salary. ***Teachers and Assistant Teachers working in the Full Day-Full Year programs are excluded from the four (4) hour limitation. (See addendum for Full Year-Day-Full Year staff.)***



6. Educational Release. An employee with the permission of the Director may be released from work for up to 4 hours per week to attend appropriate training classes. A request for educational release time must be submitted in writing and approved by the Director before the employee registers for a class. Requests for reimbursement of training expenses must be submitted in advance.

7. Professional Conferences and Meetings. An employee may be excused from his/her regular duties without loss of pay to attend professional conferences and meetings. Approval for such absences must be obtained from the Director in advance.

8. Overtime. No employee shall be required to work overtime without receiving overtime pay or compensatory time off.

ARTICLE IX  
ASSIGNMENTS AND TRANSFERS

1. Notice of Assignments. Employees shall be given notice of likely site assignments for the ensuing school year at least thirty (30) calendar days prior to the beginning of the school year. Employees shall be notified immediately in writing of any changes in these tentative assignments.
2. Transfers. School year transfers shall be made after consulting the affected employee, except in an emergency. Notification of a transfer will be given at least 2 weeks prior to the effective date of transfer, except in an emergency and during the month of September. Consideration will be given to the mileage and transportation problems of the employee when a transfer **is made**.
3. Voluntary Transfers. **An employee wishing to transfer must submit a written request to the Director. When more than one employee wishes to be transferred, the employee with the most seniority will be given preference if the needs of the Employer are satisfied by giving preference to the senior employee.**

ARTICLE X.  
HIRING AND CAREER DEVELOPMENT

1. Job openings. Job vacancies shall be open to all applicants; however, employees working for the Employer qualified for promotion to vacant positions covered by this Agreement shall be **given preferential consideration** over equally qualified non-employee applicants.
2. Job Posting. All vacant positions covered by this Agreement shall be posted at every site for 10 work days prior **to the closing** date for accepting **applications**. This requirement may be waived in emergency **situations**.
3. Notice of Filling a **Position**. Once **a position has been** filled, each employee applicant shall be notified in writing of the **decision**. The selected individual shall also be notified of his/her employment **status**.

ARTICLE XI

## SALARIES

1. Salary Information. Salaries of all employees shall be paid in accordance with the job categories listed in the attached salary schedule. The Union shall be provided with proposed budgets and all relevant data, upon request, as they are developed by the Employer.
  
2. Grantee Salary Limitations. **Recognizing that the Employer is funded by the Head Start/State Preschool Grantee and the State Department of Education, the parties agree that salaries shall be improved in accordance with Grantee directions. The Union shall be fully informed in writing when increased funding is received.**
  
3. Reduction in Pay or Benefits. No employee shall suffer a **reduction** in pay or a loss of benefits as a result of this Agreement.
  
4. Mileage Payments. Mileage shall be paid to all employees required to drive in the service of the Employer. Mileage shall be paid for at the rate recommended by the Grantee. Records shall be kept of dates and miles driven. Mileage reports shall be submitted monthly. Employees who drive in the service of the Employer shall possess the amount of insurance required by law and a valid driver's license. Documentation of the above shall be submitted to the Employer upon request.
  
5. Incentive Pay for Teachers and Assistant Teachers. The Teacher's **incentive** pay shall be **\$40.00** per day and the Assistant Teacher's **incentive pay shall be \$30.00** per day for those employee's who volunteer **to substitute** for an absent employee. This incentive pay is in addition to their regular salary.
  
6. Teachers /Site Supervisors. *Teachers /Site Supervisors working with 1-4 classes* shall receive a monthly stipend of **\$130.00 per month** in addition to their regular salary for additional duties. *Teachers/Site Supervisors working with 5 classes or more shall receive a monthly stipend of \$155.00 per month in addition to their regular salary for additional duties.*

## ARTICLE XII.

### HEALTH BENEFITS & SOCIAL INSURANCE

1. Mandatory Insurance. The Employer **shall make available** the following plans of social **insurance** to all employees:
  - a. **State Disability Insurance** - covering disabilities unrelated to the job.
  - b. **Unemployment insurance** - covering unemployed persons.
  - c. **Workers Compensation**- covering job-related injuries.
  - d. **Social Security (FICA)** - covering employees at retirement age.



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2. Payment for Benefits. The Employer shall pay for benefits required by law to be paid for by the Employer. Employees shall pay for benefits required by law to be paid for by employees.

3 Health Insurance Premiums. The Employer agrees to pay \$232.40 per month for each employee covered by this Agreement for medical insurance benefits.

4. Pension Benefits. The Employer agrees to contribute seventeen percent (17%) of each employee's gross monthly salary to the Employer's pension plan (401-K). All such funds shall be maintained in a separate employee pension account in accordance with the Employee Retirement Income Security Act of 1974. The pension plan shall only be available to regular employees.

5. Life Insurance. The employer provides a life insurance for employees- 150% of the annual salary with a maximum coverage of \$50,000.

**ARTICLE ?CIII**  
**VACATION**

1. Vacation Entitlement. Employees regularly working more than 30 hours a week shall earn paid vacation on the following basis:

- a. Employees who work less than 12 months during a year shall earn 120 hours of paid vacation leave on an annual basis.
- b. Employees who work 12 months during a year and who have less than three years tenure shall earn 120 hours of paid vacation leave on an annual basis.
- c. Employees who work 12 months during a year and who have three or more years tenure shall earn 160 hours of paid vacation leave on an annual basis.

2. Vacation Pay. Employees shall be paid for vacation leave at their regular straight time rate of pay. If a holiday falls during an employee's vacation, it shall not be charged against the employee's accrued vacation.

3. Vacation Elsave For School Year Employees. Employees who work less than 12 months during a year must use their vacation during the Employers Winter (Christmas) and Spring (Easter) school vacation periods.

4. Maximum Accrual. Employees may carry over a maximum of 160 hours of paid vacation leave from 1 year to the next. Employees who have accumulated in

excess of 160 hours paid vacation leave as of June 30` shall be paid for the excess vacation leave at their regular straight time rate of pay.

5. Vacation Scheduling. Supervisors shall be responsible for scheduling **vacations**. Although the employee's desires shall be taken into account, the prime factor **in scheduling** vacations shall be the efficient **operation** of the Employer. Preference **in scheduling** shall be given to the employee with the most seniority. Employees not permitted **to utilize vacation leave as requested** because of the Employer's **needs** shall be permitted **to use vacation** leave at **a later date**. Employees who work 12 **months a year shall be entitled to at least 10 consecutive** work days off **as vacation**.

6. Payment upon Termination. Employees who resign or are terminated after the conclusion of their probation period shall be paid for accumulated vacation on a pro-rated basis. if vacation days are used by an employee before they are earned and the employee **leaves the** employ of the Employer before **earning** the vacation, the value of the advanced vacation days will be deducted from the employee's final **wages**.

7. Exclusion from Vacation Leave. Employees regularly working less than 30 hours a week and temporary employees shall not earn paid vacation leave

ARTICLE XIV  
HOLIDAYS



1. Paid Holidays. The following days shall be recognized and observed as paid holidays, **unless the** Employer is directed **otherwise** by the Grantee:

- |                                  |                            |
|----------------------------------|----------------------------|
| Labor Day                        | New Year's Eve             |
| Veterans Day                     | New Year's Day             |
| Thanksgiving Holiday<br>(3 days) | <b>Dr. King's</b> Birthday |
| Christmas Day                    | Lincoln's Birthday         |
| Christmas Eve                    | Washington's Birthday      |
| Independence Day                 | <b>Cesar Chavez</b>        |
|                                  | Memorial Day               |

2. Saturday or Sunday Holidays. A holiday occurring on a Saturday shall be observed on the previous Friday. A holiday occurring on a Sunday shall be observed on the following Monday.

3. Holiday Pay. Employees shall receive a regular day's pay for each of the above holidays.

- a. All regular and probationary employees are eligible for holiday pay, provided they work their last scheduled work day prior to the holiday and their next scheduled work day after the holiday, unless they have been excused from **work by the Director, are on vacation, are on an approved paid sick leave, or are on lay-off status.**
- b. If a holiday is observed on an employees scheduled day off or during his/her vacation, the employee shall receive an extra day off or an extra day of vacation credit as mutually determined by the Director and the employee.
- c. **Eligible employees who work on a holiday shall be paid at their regular straight time rate of pay in addition to their holiday pay.**

ARTICLE XV  
SICK LEAVE AND PERSONAL TIME OFF

1. **Sick Leave Policy.** An eligible employee suffering a non-service connected sickness or disability which renders him/her unable to perform the duties of his/her job shall receive sick leave with pay. Sick leave shall accrue at the rate of 8 hours a month for employees from the date of hire. Employees are eligible to use sick leave after they have completed their probation period. The Employer may require medical certification for any usage of sick leave. With advance approval, sick leave may be used for **medical and dental appointments.**

If an employee uses all of his/her sick leave and must take further time off for a medical reason, the employee must request an unpaid leave of absence for the length of time the employee's doctor feels will be necessary to take care of the employee's medical problem. The Employer retains the discretion to approve or deny unpaid leave of absence requests.

2. **Sick Leave Accrual.** The maximum amount of accrued sick leave an employee may carry over from I fiscal year to another is 160 hours. Employees having accrued sick leave hours in excess of 160 hours, at the end of the fiscal year (June 30th), shall be paid for the excess at their current hourly rate of pay if sufficient funds are available to the employer.

3. **Unused Sick Leave.** Terminated employees will be compensated at their current hourly rate for any **accumulated unused sick leave**, up to a maximum of 160 hours.

4. **Coordination of Benefits.** Benefits from State Disability Insurance or Workers' Compensation Insurance, when combined with paid sick leave, are limited to the total of the weekly salary earned by the employee immediately prior to the employee's illness, accident, or disability.

5. Sick Leave During a Vacation. If a twelve-month employee is ill for 5 or more consecutive days during a paid vacation, the time may be charged to the employee's accrued sick leave and the equivalent vacation time may be rescheduled at an agreed upon time. A doctor's certificate is required to verify the period of illness.

6. Paid Personal Leave. Employees may use a maximum of 24 hours sick leave as paid personal leave each school year. Paid personal leave may be used for a serious illness, a death in the employee's immediate family and for approved emergency situations. Unused paid personal leave is not accumulated nor paid for upon termination.

7. Additional Time Off for Bereavement Leave. If an employee must travel out of state to attend a funeral for a member of his/her immediate family the employee may be allowed to utilize accrued sick leave or vacation for the purpose of traveling and attending the funeral. The employee must request such time off in advance. Requests must be submitted to the Director.

ARTICLE XVI  
LEAVES OF ABSENCE

1. Policy. The approval of a leave of absence request is contingent upon the needs of both the employee and the employer and shall be made in sole discretion of the employer, except as required by law.

2. Procedure.

a. General leave of absence Procedures:

A written request for a leave of absence detailing the reasons for the leave and the anticipated duration of the leave must be submitted to the Director 2 work weeks prior to the beginning date of the requested leave.

Answers to requests for an unpaid leave of absence shall be furnished to the employee by the Director in writing. Requests shall be answered promptly.

A request for a leave of absence not exceeding 1 month shall be answered by the Employer within 5 days of its **submission**. A request for a leave of absence exceeding 1 month shall be answered within 10 work days.

Employees are eligible for a leave of absence after the completion of their probation period except as required by law.

E Employees on an approved paid leave of absence will receive all benefits due and the benefits will accrue.

**Employees on an unpaid leave of absence of more than 1 month duration shall not accrue vacation or sick leave, nor shall they accrue seniority for salary step advancement, unless they are on a national service or educational leave.**

**Employees returning from a leave of absence will be returned to the position they held at the time the leave of absence began if such a position is available, or if not, to a comparable position. If during an unpaid leave of absence an employee's position was abolished and there is no comparable position available, the employee shall be offered any available position he/she is qualified to perform.**

**An employee failing to return to work at the expiration of a leave of absence shall be considered to have resigned without notice, and the employee's termination date shall be the same as the last day worked by the employee.**

b. Leave of Absence with Pay:

E Jury Du : Employees will be granted a **paid leave** of absence when they are **required** to report for jury duty. Employees **must reimburse the program in the amount** of the **per-diem consideration** received for the performance of jury duty. An employee's **immediate** supervisor and the Director must **receive a copy of the jury summons before** jury duty leave **is granted**. Employees **are required** to report for work on work days **during periods when they are excused** from **appearing** for jury duty for a day or more.

**Civic Duty: Employees required to appear before a court on any matter not related to their work, or in which they are not personally involved as a plaintiff or defendant, may be granted a leave of absence with pay if the employee pays to the Employer any compensation the employee receives from the court, exclusive of mileage reimbursement.**

**Military Training: Members of the active Reserve Corps shall be entitled to a leave of absence with pay, when ordered to duty or for instructions for not more than 15 days in any one calendar year. Employees shall be paid the difference between their regular rate of pay and their military salary. A copy of the employee's military orders must be submitted with the request for a leave of absence.**

**Professional Development: An employee may, with the prior approval of the Director and as allowed by funding guidelines, attend professional conferences and training institutes, without loss of pay, with or without**

expenses paid, within budgetary limitations, and the requirements of funding sources. Each employee is eligible for up to 3 days of professional development leave. All leaves are contingent upon prior approval from the Director, and must be requested 2 weeks prior to the requested leave of absence.

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c. Leave of Absence Without Pay:

Medical Leave: After the exhaustion of paid sick leave, the Director may place an employee on a leave of absence without pay for up to 1 year. An employee must have passed his/her probation period to be eligible for a prolonged illness leave of absence. The employee must submit substantiation by an attending physician.

Family Medical Leave: The employer shall comply with the federal Family & Medical Leave Act and the California Family Rights Act.

Maternity Leave: An employee disabled by pregnancy or a pregnancy-related condition shall be granted a maternity leave of absence for a period not to exceed four (4) months. An employee may continue to work during a pregnancy, provided a physician submits a statement that her condition and health permit such work. A physician's statement is also required before an employee can return to work.


Educational Leave: Employees are encouraged to continue their studies and professional training. Upon the written application and approval of the Director, a leave of absence without pay for educational purposes shall be granted for a period not to exceed 1 year. The employee must be successfully employed with the Employer for 2 years prior to becoming eligible for an educational leave.

Educational leaves must serve the mutual interest of the employee and Employer. An employee taking an educational leave shall be reinstated in his/her former position or a comparable position.

National Service Leave: A leave of absence will be granted to an employee who:

1. Is required to enter military service.
2. Is engaged in alternative service recognized by the federal government as providing a draft exemption.
3. Is serving as a volunteer in the Peace Corps, Vista, or other similar programs.

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4. Leaves for other reasons. The Director may grant or extend an **unpaid leave of absence for other special purposes or under unusual circumstances.**

ARTICLE XVII  
SENIORITY

- I. Seniority Defined. Seniority is the length of an employee's continuous service with the Employer.
2. Accrual of Seniority. Seniority shall accrue from an employee's date of hire.
3. Use of Seniority. Seniority shall be used for the following purposes:
  - a. **If two or more employees submit a request for a leave at the same time for the same period of time, the senior employee shall be given priority consideration for the leave.**
  - b. **If two or more employees request a transfer, the senior employee shall be given preference for the transfer if the needs of the Employer would be met by transferring the senior employee. The needs of the Employer shall be given primary consideration in all transfer decisions.**
  - c. **If two or more employees compete for a promotion and their skills, qualifications, experience and work history are equal, the senior employee shall be selected for the promotion. The Employer has the sole right to make all promotion decisions. Any employee who disagrees with a promotion decision shall upon request be granted an opportunity to discuss the decision with the Director.**
  - d. **Prior to any regular employees being laid off all probationary, temporary, and substitute employees shall be laid off. If two or more employees within a job classification are to be laid off and their skills, qualifications, experience and work history is equal, the least senior employee in the classification shall be laid off first. The Employer shall retain sole discretion to determine the classifications and number of employees to be laid off.**
  - e. An employee **selected** for layoff **may seek a transfer to a vacant** position if the employee is qualified for the position and has previously worked in the position. If two or more employees designated for layoff are equal with regard to skill, qualifications, experience and work history, the senior employee shall be permitted to transfer to the vacant position, if the needs of the Employer would

be met by transferring the employee to fill the vacant position. The needs of the Employer shall be given primary consideration when vacant positions are filled.

f. Laid off employees shall be recalled to work on the basis of the needs of the Employer and in the order of seniority. The senior laid off employee shall be recalled first if the employee is qualified to perform all of the duties of the vacant position and has previously worked in the vacant position.

g. Employees shall retain recall rights as follows:

An employee employed for less than 2 years at the time of layoff shall retain his/her recall rights for 6 months from the effective day of layoff.

An employee employed for more than 2 years at the time of layoff shall retain his/her recall rights for 1 years from the effective date of layoff.

4. **Alternative Employment Opportunities.** Whenever employment opportunities become available in programs administered by the Employer which are not subject to this Agreement, the Employer shall post a notice advising employees of the employment opportunities. The notice shall be posted 10 work days prior to the final date for accepting applications for the position. The notice shall be posted in areas commonly frequented by employees. The Employer will give serious consideration to an employee's work history with the Employer when filling such a position.

5. **Breaks in Seniority.** An employee shall not accumulate seniority while on a leave of absence in excess of 30 calendar days.

6. **Seniority Information.** The employer shall provide a current seniority list to the union once a month except for the months of June, July, August and September.

### **Article XVIII** **GRIEVANCE PROCEDURES**

1. **Definition.** A grievance is a claim by the Union or an employee that there has been a violation or misinterpretation of an express term of this Agreement *or the agency's personnel policies.*

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2. Non-Discrimination. Employees shall not be discriminated against or subject to adverse action because they filed a grievance or took part in the grievance process.

3. Grievance Procedure. A grievance shall be handled according to the following procedure. *It is understood that all steps of the grievance procedure shall be in writing.*

Step 1 - Informal Discussion - An employee should informally discuss a grievance with his/her supervisor within 15 work days of the event which forms the basis for the grievance. The supervisor shall respond to the grievance within 3 work days. If the matter is not resolved to the employee's satisfaction or if the supervisor does not respond to the grievance within 3 work days, the employee may submit the grievance to the Director for resolution.

Step 2 - Director Review - A grievance must be submitted *in writing* within 15 work days of the event which forms the basis for the grievance except payroll errors may be grieved during the school year in which the alleged error occurred. The grievance shall identify the facts upon which the grievance is based. The provision of the agreement alleged to have been violated and the relief requested. The Director will meet with the grievant to discuss the grievance. The Director shall rule upon the grievance within 10 working days of the meeting. If the Director does not rule on the grievance in a timely manner, or if the grievant is not satisfied with the ruling, the grievant may submit the grievance to Step 3 of the grievance procedure.

Step 3 - Board Review - The grievant may submit the grievance to the Employer's Board of Directors ("Board"). The grievance **must** be submitted in writing and contain the following information: the factual **basis** for the grievance; the specific provision of the Agreement alleged to have been violated; and the relief requested. The grievance must be submitted within 10 work days of the Director's ruling on the grievance or within 10 work days of the date the Director's ruling on the grievance was due. The Board shall consider the grievance or it may designate a subcommittee to consider the grievance. The Board or its designees shall conduct a hearing regarding the grievance. The grievant is entitled to Union representation at the hearing. The grievant may present evidence and **witnesses in** support of the grievance. The Employer may present evidence and witnesses in support of its position. If the hearing is held during work time, witnesses shall be released from work without loss of pay. The Board shall issue a written decision within 10 work days of the close of the hearing. *If the matter is not resolved or if there is no decision from the Board then:*

4. Arbitration. *A grievant who is not satisfied with the decision at Step 3 may request the Union to submit the grievance to arbitration. If the union concurs with the grievant request for arbitration the union shall, within ten days (10) of the receipt of the decision of the Employer's Board or its designated committee,*



*submit a request for arbitration of the dispute in writing to the Director. The matter may, upon application of either party, be submitted to Arbitration. One representative of the Employer and one representative of the union will choose from a list submitted by the American Arbitrators Association . If the parties cannot agree on the Arbitrator, the AAA shall be asked to supply an odd number of names to the parties. The parties shall alternately strike a name from the list until only one remains, who shall be the arbitrator. The rules of the American .-Arbitration Association shall, in all events, prevail in the question of the arbitrability, the setting of a date or any other problems that may arise. The decision of the impartial arbitrator shall be final and binding upon the parties hereto. The expenses incurred in connection with the arbitration , and for transcript of the arbitration, if requested by either party, shall be borne equally by the Union and the Employer. All steps in this procedure shall have ten (10) working days time limit unless otherwise stated or mutually agreed upon extension is arrived at under unusual circumstances.*

*The Employer is not required to act upon a grievance that is not filed within the time limits contained in this Article. The Union is free to initiate the next step in the grievance procedure if the Employer fails to meet a deadline. All time limits contained in this procedure may be extended by mutual agreement.*

5. Time Limits. The Employer is not required to act upon a grievance that is not filed within the time limits contained in this Article. The Union is free to initiate the next step in the grievance procedure if the Employer fails to meet a deadline. All time limits contained in this procedure may be extended by mutual agreement.

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ARTICLE XIX  
LIMITATIONS OF AGREEMENT

- I. Limits. The Union and the Employer agree as follows:
  - a. The Employer is a **private non-profit corporation** of the State of California;
  - b. The Employer obtains its funds from federal state and/or local agencies ("funding agencies");
  - c. The Employer must comply with the regulations, directives, orders, contracts and grants of its funding agencies to be entitled to receive funds from the funding agencies; and,
  - d. The Employer may have to accept new or modified rules, regulations, directives, orders, contracts and grants to continue to receive funds or to

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acquire new or increased funds.

- 2. Negotiation. In the event any such rule, regulation directive, contract, or grant conflicts with the provisions of this Agreement, the Employer and Union shall negotiate possible resolutions of the conflict. The Employer shall exert its best efforts to resolve the conflicts in a manner that is mutually agreeable to the parties and consistent with this Agreement.

ARTICLE XX  
CHANCE OF OPERATIONS

- 1. Notice Requirement. The Employer shall notify the Union of any transfer, sale or merger of any operation subject to this Agreement.
- 2. Notice of Contract. The Employer **shall advise** any entity that **acquires operation** of the Employer by means of **a transfer, sale or merger** of the **existence of** this Agreement.

ARTICLE XXI  
MODIFICATION OF AGREEMENT

- 1. Modification. The Employer and the Union agree that this Agreement shall not be modified except by the mutual written agreement of the Employer and Union.

ARTICLE XXII  
SEVERABILITY

- 1. Partial Invalidity. Should any part of this Agreement be rendered or declared invalid by legislation, an administrative order or a court decree, the invalidated portion of the Agreement shall not affect the remaining portion of the Agreement, which shall remain in full force and effect.
- 2. Re-negotiation. The Union and the Employer shall meet to renegotiate the invalidated portions within 30 calendar days of the invalidation.

ARTICLE XXIII  
DURATION OF AGREEMENT

- 1. Term and Notice. This Agreement shall become effective on June 22, 2005 and shall re-main in full force and effect until June 22, 2008. It shall automatically renew itself from year to year thereafter unless written notice is given between 30 and 90 days prior to the anniversary of this Agreement by either of the parties expressing their desire to negotiate modifications in any of the provisions of the

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Agreement.



2. Commencement of Negotiations. The parties agree to meet for the purpose of negotiating changes in the Agreement within 10 work days of receipt of such written notice.

3. Contract Re-openers. Negotiations will be opened for salaries, health insurance benefits, retirement benefits and one other article selected by each party no later than November of each year unless by mutual agreement. No other articles may be reopened except by mutual agreement of the parties.

Kedren Community Health Center, Inc.  
Federal & State Preschool Programs

Early Childhood **Federation**, Local 1475, AFT

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