

**SERVICE EMPLOYEES
INTERNATIONAL UNION CTW-CLC
LOCAL 521**



Memorandum of Understanding

May 1, 2009 to April 30, 2014



**Community Action Partnership
of Madera County**

TABLE OF CONTENTS

01.00.00	Definitions	1
02.00.00	Preamble	5
03.00.00	General Provisions	6
03.01.00	Non Discrimination	6
03.02.00	Recognition.....	6
03.03.00	Union Security	6
03.04.00	Management Rights	8
03.05.00	Union Rights	9
03.06.00	Employee Rights	11
04.00.00	Types of Employees	13
05.00.00	Filling Vacancies, Recruitment, and Selection	16
06.00.00	Probationary Period.....	21
07.00.00	Hours of Work, Extra-time, Overtime, and Working Out-of-Classification	22
08.00.00	Seniority.....	26
09.00.00	Layoff.....	28
10.00.00	Substitution Procedures	32
11.00.00	Leaves of Absence	34
12.00.00	Holidays.....	48
13.00.00	Discharge and Discipline.....	49
14.00.00	Employee Grievance Procedures.....	53
15.00.00	Labor Management Committee.....	63
16.00.00	Staff Development and Training.....	64
17.00.00	Education Incentive	71
18.00.00	Direct Deposit.....	72
19.00.00	Wage Compensation and Health and Welfare Benefits.....	73
20.00.00	Defining Hire/Anniversary Date and Calculation of Merit Increase	76
21.00.00	Term and Reopeners.....	77

MEMORANDUM OF UNDERSTANDING

- 01.00.00 DEFINITIONS. The following words used in this Memorandum shall have the meaning indicated below unless the context clearly indicates otherwise.
- 01.01.00 AGENCY. The term "AGENCY" as used herein shall refer to the Community Action Partnership of Madera County, Inc. as a legal entity of the Regional/Migrant/Seasonal Head Start program.
- 01.02.00 ANNIVERSARY DATE. The term "ANNIVERSARY DATE" as used herein shall mean the first day of paid regular status in the employee's current classification. Salary step movement will be granted on the employee's anniversary date in his/her current classification if he/she receives a satisfactory performance evaluation.
- 01.03.00 APPLICANT. The term "APPLICANT" as used herein shall mean a person who, under this Memorandum, has made formal application for an Agency position.
- 01.04.00 APPOINTING AUTHORITY. The term "APPOINTING AUTHORITY" as used herein shall mean the Executive Director, and/or persons legally designated by such Appointing Authority to appoint or dismiss employees.
- 01.05.00 APPOINTMENT. The term "APPOINTMENT" as used herein shall mean the offer of and acceptance by an eligible candidate.
- 01.06.00 CALENDAR MONTHS (TWELVE). The term "CALENDAR MONTHS (TWELVE)" as used herein shall mean any consecutive twelve (12) month period inclusive of time in paid status, approved leave, and/or time in layoff status.
- 01.07.00 CANDIDATE. The term "CANDIDATE" as used herein shall mean an applicant who has completed one or more parts of an examination for employment.
- 01.08.00 CERTIFICATION. The term "CERTIFICATION" as used herein shall mean the submission of names of eligibles from an appropriate list to an appointing authority by the Human Resource Director.
- 01.09.00 CLASSIFICATION PLAN. The term "CLASSIFICATION PLAN" as used herein shall mean the arrangement of positions in ranges, together with the titles and specifications describing each class.
- 01.10.00 COMPENSATION. The term "COMPENSATION" as used herein shall mean the salary, and all other forms of valuable consideration, earned by or paid to an employee by reasons of service in any position.
- 01.11.00 ELIGIBLE. The term "ELIGIBLE" as used herein shall mean any person on an eligibility or re-employment list for a given class.
- 01.12.00 ELIGIBILITY LIST. The term "ELIGIBILITY LIST" as used herein shall mean the list of those qualified for employment within a class.
- 01.13.00 EMPLOYEE. The term "EMPLOYEE" as used herein shall mean any person employed by the Agency who occupies a position, within the Regional/Migrant/Seasonal Head Start Program, inclusive of the following classifications:

Unit A: All full-time, regular part-time, and regular seasonal Regional Head Start and Migrant Head Start educational employees, including Master Teachers, Teachers, Associate Teachers (who are not required by the Agency to have a BA, BS or graduate

degree), Instructional Aides, Instructional Aide/Janitor, and employees employed as Advocate I, Advocate II, Bus/Van Driver, Bus Driver/Instructional Aide, Bus Driver/Classroom Support, Child Transportation Monitor/Janitor, Facility Maintenance Worker, Janitor, Data Entry Technician (formerly Statistical Assistant), Dispatcher/Substitute Bus Driver, Food Service Head Cook, Food Service Cook, Food Service Worker I, Nutrition Assistant, and Groundskeeper / Maintenance Worker I, employed by the Agency at (or out of) its facilities located in Madera and Mariposa Counties, California; excluding all teachers who are required by the Agency to have a BA or BS degree, Center Directors, managers and administrative employees, Advocate III employees, all other professional employees, all other employees, guards and supervisors as defined in the Act.

- 01.14.00 EXAMINATION. The term "EXAMINATION" as used herein shall mean one or more of the methods authorized by the AGENCY to determine the qualifications of one or more applicants.
- 01.15.00 HIRE DATE. The term "HIRE DATE" as used herein shall mean Employee's first day of paid probationary service with Agency Head Start as a regular full-time or part-time employee as described in this Memorandum.
- 01.16.00 JOB SPECIFICATION. The term "JOB SPECIFICATION" as used herein shall mean the official description of a class including:
1. The title;
 2. Statement of the duties and responsibilities;
 3. Employment standards such as education, experience, knowledge, skills, and abilities which may be required of applicants for employment in the class; and
 4. Pay range.
- 01.17.00 LAYOFF. The term "LAYOFF" as used herein shall mean a separation from a regular or probationary position or reduction in assigned hours, days, or work year due to lack of work or lack of funds, a decline in child enrollment, or child days of attendance falling below eighty-five percent (85%) of enrolled children.
- 01.18.00 MERIT SYSTEM. The term "MERIT SYSTEM" as used herein shall mean recruiting, selecting, training, and promoting employees on the basis of relative job-related abilities, knowledge and skills; requiring the fair treatment of applicants without regard to race, color, national origin, ancestry, sex, sexual preference, language, marital status, union activity, or political affiliation.
- 01.19.00 MINIMUM QUALIFICATIONS. The term "MINIMUM QUALIFICATIONS" as used herein shall mean the lowest acceptable degree of skill, knowledge and abilities as prescribed for the specific job classification.
- 01.20.00 OPEN EXAMINATION. The term "OPEN EXAMINATION" as used herein shall mean a competitive examination in which any qualified person may participate.
- 01.21.00 OVERTIME. The term "OVERTIME" as used herein shall mean wages paid to non-exempt employees, in accordance to applicable laws, for hours worked over eight (8) and/or over (40) hours in one work week.
- 01.22.00 PAY PERIOD. The term "PAY PERIOD" as used herein shall mean fourteen (14) calendar days from 12:01 a.m. Sunday to 12:00 p.m. the second Saturday thereafter.

- 01.23.00 PERFORMANCE APPRAISAL. The term "PERFORMANCE APPRAISAL" as used herein shall mean a periodic appraisal of an employee's work.
- 01.24.00 POLICY COUNCIL/COMMITTEE. The term "POLICY COUNCIL/ COMMITTEE" as used herein shall mean the Policy Council/Committee which is established at the grantee/delegate level, has policy-making authority, and is governed by its own by-laws to ensure clarity and consistency in its function and purpose. Refer to Head Start Performance Standards #1304.50 (a)(1); 1304.50 (a)(2); 1304.50 (a)(3).
- 01.25.00 POSITION. The term "POSITION" as used herein shall mean a combination of duties regularly assigned to be performed by one person within a job specification.
- 01.26.00 PROBATIONARY PERIOD. The term "PROBATIONARY PERIOD" as used herein shall be twelve (12) calendar months, regarded as a part of the testing process, and be utilized for closely observing the employee's work.
- 01.27.00 PROMOTION. The term "PROMOTION" as used herein shall mean advancement through examination from one classification to a classification having a higher maximum salary rate, within the same occupational group; or, through examination, moving from a classification within one occupational group to a classification in another occupational group, regardless of the rate of pay.
- 01.28.00 PROMOTIONAL PROBATION. The term "PROMOTIONAL PROBATION" as used herein shall be a period of six (6) working months of employment, regarded as a part of the testing process, and will be utilized for closely observing the employee's work.
- 01.29.00 PROVISIONAL APPOINTMENT. The term "PROVISIONAL APPOINTMENT" as used herein shall mean the appointment of a person who has the minimum qualifications for the classification to fill a position for which no appropriate eligibility list exists, pending an examination.
- 01.30.00 REASSIGNMENT. The term "REASSIGNMENT" as used herein shall mean the assignment of an employee from one position to another position in the same classification.
- 01.31.00 REGULAR EMPLOYEE. The term "REGULAR EMPLOYEE" as used herein shall mean a regular employee (full-time) who regularly works a minimum of thirty (30) budgeted hours per week on a continuing basis during the program year.
- 01.32.00 REGULAR PART-TIME EMPLOYEE. The term "REGULAR PART-TIME EMPLOYEE" as used herein shall mean a regular part-time who regularly works less than thirty (30) budgeted hours per week on a continuing basis during the program year.
- 01.33.00 RESIGNATION. The term "RESIGNATION" as used herein shall mean the voluntary termination of employment by an employee.
- 01.34.00 SALARY SCHEDULE. The term "SALARY SCHEDULE" as used herein shall mean a schedule of salaries adopted by the Community Action Partnership of Madera County Board of Directors for all the classes of positions included in the classification plan, so that all positions of a given class will be paid at the salary range established for the class.
- 01.35.00 SEPARATION. The term "SEPARATION" as used herein shall mean the termination of an individual's employment.
- 01.36.00 STATUS. The term "STATUS" as used herein shall mean the condition of an employee's

present appointment such as substitute, provisional, extra-help, probationary, or regular.

- 01.37.00 TITLE OR CLASS TITLE. The terms "TITLE OR CLASS TITLE" as used herein shall mean the official name of a class of positions.
- 01.38.00 TRANSFER. The term "TRANSFER" as used herein shall mean the reassignment of an employee from one position to another position with the same job title.
- 01.39.00 UNION. The term "UNION" as used herein shall refer to the Service Employees International Union, Local 521/CTW, CLC.
- 01.40.00 VACANCY OR VACANT POSITION. The terms "VACANCY OR VACANT POSITION" as used herein shall mean any unfilled position in the AGENCY's service.
- 01.41.00 WORK DAY. The term "WORK DAY" as used herein shall mean a day when employees are required to be on duty as defined in the adopted calendar for the assigned position.

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 1st day of May 2009, by and between Community Action Partnership of Madera County (hereinafter referred to as "AGENCY") and the Service Employees International Union, Local 521/CTW, CLC (hereinafter referred to as "UNION"), for and on behalf of the EMPLOYEES hereinafter identified. Upon ratification by the UNION and adoption by the Policy Council/Committee and Board of Directors of Community Action Partnership of Madera County, Inc., the MEMORANDUM will become binding between the AGENCY and the UNION.

These parties have met and conferred in good faith and this resulting MEMORANDUM has as its purpose (1) the promotion of harmonious AGENCY/EMPLOYEE relations between the AGENCY and the UNION; (2) the establishment of an equitable and peaceful procedure for the resolution of differences; (3) the resolving of issues related to and the establishment of rates of pay, hours of work, and other terms and conditions of employment; and (4) the promotion of the quality of the Regional/Migrant/Seasonal Head Start program and the fulfillment of its mission and value statements.

For the AGENCY:

For SEIU, Local 521:

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Veronica Ray

Mathi Mendy

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Kenneth W. Carter

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Jan Jay

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- 03.00.00 GENERAL PROVISIONS
- 03.01.00 NON-DISCRIMINATION
- 03.01.01 NON-DISCRIMINATION. The AGENCY shall not discharge nor fail or refuse to hire any individual, or otherwise to unlawfully discriminate against any individual with respect to his/her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, national origin or political affiliation, physical or mental disability, UNION activity or any other category protected under state or federal law; or limit, segregate, or classify EMPLOYEES or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his/her status as an EMPLOYEE, because of such individual's race, color, religion, sex or national origin or political affiliation, physical or mental disability, UNION activity or any other category protected under state or federal law. In addition, State and/or Federal law prohibits discrimination or harassment on the basis of disability (including HIV and AIDS), sexual orientation, marital status, veterans' status, and/or medical condition (including cancer).
- 03.01.02 EMPLOYMENT. The AGENCY will not interfere with nor discriminate against any EMPLOYEE by reason of membership or lawful activity in the UNION.
- 03.02.00 RECOGNITION.
- 03.02.01 UNION RECOGNITION. The UNION is recognized as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment for the regular full-time and regular part-time EMPLOYEES of Community Action Partnership of Madera County, Inc., Regional Head Start in Unit A as certified by the National Labor Relations Board (Case 32-RC-5110) and the Migrant/Seasonal Head Start Program in Unit A as certified by the National Labor Relations Board (Case 32-RC-5171).
- 03.02.02 RECOGNITION OF MUTUAL OBLIGATION. The UNION and AGENCY recognize and acknowledge their mutual obligation and responsibility to effectuate the purpose and adhere to the conditions and clauses set forth in this MEMORANDUM OF UNDERSTANDING.
- 03.03.00 UNION SECURITY.
- 03.03.01 UNION COOPERATION. The UNION recognizes its obligation to cooperate with the AGENCY to assure maximum service of the highest quality and efficiency to the residents of Madera and Mariposa Counties, consistent with its responsibilities to the EMPLOYEES it represents; and as the certified EMPLOYEE organization, the UNION is obligated to represent all EMPLOYEES covered by this MEMORANDUM as required by law.
- 03.03.02 AGENCY SHOP. All current bargaining unit EMPLOYEES must sign a membership application and pay dues or become a service fee payer unless he/she is a member of a recognized religion or sect whose tenets prohibit membership in an employee organization, in which case the fee shall be donated to a charitable organization mutually agreed upon by the AGENCY and the UNION. Any newly hired EMPLOYEE in the bargaining unit must be informed of the UNION and given the opportunity to become a member. In the event that no decision is made by the end of thirty (30) calendar days, the EMPLOYEE would automatically become a fee payer. Temporary employees are exempt from the service fee requirement.

- 03.03.03 DUES DEDUCTIONS. The AGENCY shall deduct from the biweekly paychecks of EMPLOYEES, who authorize in writing such a deduction, an amount necessary to cover monthly UNION dues, initiation fees, and any assessments. The UNION shall provide the AGENCY with the appropriate amount of dues or service fees in writing a minimum of three (3) weeks prior to the affected payroll check before such deduction is taken. The UNION shall notify the AGENCY of any change in the amount of dues or fees in writing at least one pay period in advance of such change.
- 03.03.04 COPE (COMMITTEE ON POLITICAL EDUCATION) CHECK-OFF. The Agency shall allow a payroll deduction for all employees covered by this agreement who want to voluntarily contribute to the Local's Committee on Political Education. The Agency will withhold from any additional union deductions transmitted to the Union a \$0.40 administration fee per each employee's additional union deduction.
- 03.03.05 SERVICE FEE. The service fee required above shall be an amount not to exceed the UNION's uniformly applied standard. In computing such amounts, the UNION shall exclude expenditures for members-only benefits and UNION expenditures for political and ideological purposes unrelated to collective bargaining, contract administration, and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the UNION, and the AGENCY shall not be a party to the dispute.
- 03.03.06 PAYMENTS IN ERROR. Should the AGENCY overpay any dues or fees to the UNION as a result of error, the UNION shall promptly return any incorrect amount to the AGENCY upon discovery or notification of the error. Should the AGENCY underpay the UNION under such circumstances, the AGENCY shall correct the payment. Any dispute regarding amounts collected from the members or fee payers shall be a matter to be resolved by the UNION and the affected member or fee payer.
- 03.03.07 RELIGIOUS OBJECTION. Any EMPLOYEE otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting any labor union, shall not be required to join or financially support any labor union as a condition of continued employment. Such an EMPLOYEE shall be required as a condition of continued employment, in lieu of a service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). For purposes of this Section, such EMPLOYEES shall choose from the following organizations:
- I. American Cancer Society
 - II. Salvation Army
 - III. Madera Rescue Mission
- 03.03.08 UNION HOLD HARMLESS. The UNION shall indemnify, defend, and hold the AGENCY harmless against all claims, demands, expenses, judgments, or other liabilities on account of dues collected by the AGENCY and paid over to the UNION.
- 03.03.09 UNION REPRESENTATION. The UNION recognizes its responsibility as the designated representative and agrees to represent all EMPLOYEES in the units without discrimination of any type, interference, restraint, or coercion, subject to their employment relations with the AGENCY to the extent required by law.
- 03.03.10 ADMINISTRATIVE FEE FOR COLLECTION OF DUES. The AGENCY shall withhold from any dues transmitted to the UNION \$0.40 per each employee union dues deduction. The administrative fee is for the costs associated with processing payroll deductions of union dues.

03.04.00 MANAGEMENT RIGHTS.

03.04.01 MANAGEMENT RETAINS THE EXCLUSIVE RIGHT TO MANAGE THE AGENCY. All the rights, powers, functions and authority of the AGENCY which it had prior to the time the UNION became certified as Representative of the EMPLOYEES of the AGENCY and which are not limited or modified by specific provisions of this MEMORANDUM, are retained by the AGENCY. The AGENCY specifically retains the right to manage and supervise its EMPLOYEES as follows:

- (a) To hire, promote, transfer, assign, classify positions, retain EMPLOYEES, and to discharge or take other disciplinary action against EMPLOYEES.
- (b) To layoff EMPLOYEES from duties because of lack of work, lack of funds, in the interest of economy, or other legitimate reasons.
- (c) To determine the policies, standards, procedures, methods, means and personnel by which the AGENCY'S operations are to be conducted.
- (d) AGENCY reserves the right to terminate EMPLOYEES for just cause. After EMPLOYEES complete their probationary period, EMPLOYEES are subject to disciplinary action for job performance issues, or for violation of policies, procedures, directives, or any other reasons listed in this MEMORANDUM. The philosophy of the AGENCY is to follow the principles of progressive discipline. Disciplinary action may take any of the following forms and need not follow a prescribed order: verbal correction, written warning, final written warning, or discharge.
- (e) To take whatever actions may be necessary to carry out the mission of the Agency in situations of emergency.
- (f) All rights formerly or presently claimed by, or vested by, the AGENCY on the effective date of this MEMORANDUM and not mentioned (MANAGEMENT RIGHTS) are retained by the AGENCY unless explicitly waived by the AGENCY by Resolution or by a Memorandum of Understanding.
- (g) Nothing in this policy shall be construed to interfere with the AGENCY's right to manage its operations in the most economical and efficient manner consistent with the best interest of all the citizens, taxpayers, and EMPLOYEES of Community Action Partnership of Madera County, Inc.
- (h) To assign a job site according to job experience, skills, and program needs.

03.04.02 MANAGEMENT RIGHTS FOR CONSULTING. The exercise of such rights shall not preclude EMPLOYEES or their representatives from negotiating the practical consequences that decisions of these matters may have on wages, hours, and other terms and conditions of employment.

03.04.03 AGENCY NOTIFY UNION OF ANY CHANGES IN WORKING CONDITIONS. The AGENCY agrees to notify the UNION in writing of any new policies or changes to existing policies, affecting wages, hours, or working conditions not covered by this MEMORANDUM, at least thirty (30) calendar days before implementation of such policies or changes, when feasible. Without conceding any agreed-upon management rights, the parties agree to meet and confer on such policies or changes upon request of the UNION.

03.04.04 AGENCY EXISTING POLICIES AND PROCEDURES. The AGENCY has existing policies, procedures, regulations, and practices. These remain fully in force unless otherwise and specifically abridged, modified, or changed by way of this MEMORANDUM.

03.04.05 HEAD START REAUTHORIZATION ACT. The AGENCY will meet and comply with all statutes of the Head Start Reauthorization Act and any changes to the Act during this

MEMORANDUM's term. The AGENCY recognizes its responsibility to notify the UNION of any changes before they are enacted as outlined in Article 03.04.03.

03.05.00 UNION RIGHTS.

03.05.01 AGENCY-EMPLOYEE RELATIONS. The AGENCY and the UNION affirm the principle that harmonious EMPLOYEE-AGENCY relations are to be promoted and furthered.

03.05.02 NOTIFICATION OF NEW EMPLOYEES. When a person is hired in any of the covered job classifications, the AGENCY shall provide the name of the new EMPLOYEE to the UNION.

03.05.03 UNION REPRESENTATION. The UNION has the exclusive right to represent EMPLOYEES in the bargaining unit as specified by Section 01.13.00 of this MEMORANDUM.

03.05.04 UNION MEET AND CONFER ISSUES. Official representatives shall represent the UNION in jointly scheduled meetings with the AGENCY to address matters of mutual concern. UNION official representatives who are EMPLOYEES of the AGENCY may utilize time during normal working hours for meeting and conferring and/or negotiating with authorized representatives of the AGENCY, subject to advance scheduling. Such meetings will normally be scheduled during regular working hours. The EMPLOYEE must normally notify his/her supervisor forty-eight (48) hours in advance if he/she plans to attend the meeting. The EMPLOYEE shall work his/her normal schedule; he/she should return to his/her job site following the meeting if within the same approved work hours of the EMPLOYEE unless otherwise approved by the supervisor or Head Start Director. If the meeting occurs outside his/her normal work schedule or during the period of layoff or during employment in a program other than is being discussed, the AGENCY will not compensate the EMPLOYEE with his/her current salary.

03.05.05 STEWARDS. The AGENCY recognizes and agrees to deal with the accredited UNION stewards and representatives of the UNION in all matters relating to grievances, interpretation of this MEMORANDUM, and representation as specified by State and Federal law.

03.05.06 UNION NOTIFICATION OF STEWARDSHIP. The UNION agrees to notify the AGENCY in writing of the names and titles of the steward(s) representing EMPLOYEES and shall send a copy of such notice to the Executive Director or designee. Changes to the listing of stewards will be provided by the UNION as they occur. The AGENCY agrees that no steward will be discriminated against for his/her designation or activity as a steward.

03.05.07 STEWARDS RELEASE TIME. The AGENCY shall allow stewards reasonable release time to investigate and attend grievance meetings if:

- a) All critical work duties have been performed.
- b) Substitutes are not required for coverage.
- c) The steward has secured prior written approval from his/her supervisor or designee, which shall not be unreasonably denied.
- d) Release time will be paid.

03.05.08 STEWARDS' UNION BUSINESS. Stewards shall perform internal UNION business on their own time. Stewards shall be subject to the following:

Stewards shall have the right to serve as a representative for EMPLOYEES in grievance matters in accordance with the grievance and disciplinary provisions of this MEMORANDUM.

Before performing grievance and disciplinary appeal work, the steward will obtain the permission of his/her designated supervisor and shall report back to his/her designated supervisor when the grievance or disciplinary work is completed. Where immediate approval is not granted, the said supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can expect to be released from his/her work assignment. After receiving approval of his/her designated supervisor, a steward shall be allowed reasonable time off during working hours, to investigate and present such grievances and appeals.

- 03.05.09 SPACE. The AGENCY shall furnish space (areas) for the purpose of holding UNION meetings during normal work times. The UNION shall provide timely advance notice (24 hours) of such meetings. The UNION also agrees to pay any documented additional costs of damage and cleanup. If the meeting extends beyond normal working hours, then the UNION will pay any additional documented costs of security and supervision and shall comply with CAPMC regulations for assignment and use of such facilities.
- 03.05.10 BULLETIN BOARD. Reasonable space will be made available to the UNION at each Head Start Facility to place a UNION purchased bulletin board. Each location will be mutually agreed upon by the AGENCY and the UNION. The UNION is responsible for maintaining all such boards and will hold the AGENCY harmless for any material posted on UNION property. Such use will continue so long as the material is not prohibited by legislation. Notices so posted will have the UNION logo and be initialed by an official signature.
- 03.05.11 UNION AND STEWARD ACCESSIBILITY. Representatives of the UNION shall have reasonable access to EMPLOYEES, during their scheduled work, rest periods, or lunch, provided such access does not interfere with AGENCY business or hinder the adult/child ratio as per State of California Community Care Licensing Requirements.
- 03.05.12 UNION NOTIFICATION OF SITE VISIT. Authorized UNION representatives desiring such access shall inform the Human Resources Department and check in with the appropriate management representative, at which time the authorized UNION representative shall inform said management representative of the general purpose of the visit. If the time is not convenient, the management representative has the right to deny access and determine a time that would be appropriate for the UNION representative and staff members to meet.
- 03.05.13 UNION NOTIFICATION OF LIST OF REPRESENTATIVES. The UNION shall give to the Executive Director or designee, a written list of the names of all authorized UNION staff representatives.
- 03.05.14 DISTRIBUTION OF UNION MATERIAL. The UNION is authorized to distribute UNION materials to UNION members through the AGENCY'S internal distribution system with the following conditions:
- a) All information must be accurate.
 - b) All materials must contain the SEIU logo.
 - c) All materials must be provided in advance to the Human Resource Director for approval. Materials shall not be denied unreasonably. Such material shall be signed and dated identifying the UNION staff person responsible for the material.
- 03.05.15 SOLICITATION OF UNION MEMBERSHIP. Solicitation for membership shall not be conducted during work time.

03.05.16 UNION ACCESSIBILITY TO EMPLOYEES PRESENTING GRIEVANCES. Representatives of the UNION shall have access to any EMPLOYEE or EMPLOYEES presenting a grievance, and EMPLOYEES have the right to have a UNION representative or steward represent him or her at all stages of the grievance process. A representative or steward of the UNION must be present upon request during interviewing of an EMPLOYEE which may lead to disciplinary action against said EMPLOYEE. This Section shall not infringe on any management rights set forth in Section 03.04.00 – 03.04.04.

03.05.17 TIMELINE DURING INVESTIGATION PROCEDURE. 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 unavailability of a UNION representative shall not cause the investigation interview to be delayed by more than three (3) workdays.

03.05.18 NUMBER OF STEWARDS. The number of stewards shall be a reasonable amount sufficient to meet the needs of the number of bargaining unit members and taking into consideration the number of programs and number of isolated facilities. The following stewards shall be authorized:

<u>Geographic Area</u>	<u>Number of Stewards</u>
Mariposa Head Start	1
Chowchilla/Fairmead Head Start	1
Clinton (Verdell McKelvey) Head Start	1
Eastside Head Start	1
Casas de La Vina Head Start	1
(RHS) Pomona Head Start	1
Ruth Gonzales Head Start / Valley West	1
Oakhurst/North Fork Head Start	1
Office Staff/Bus Drivers/ Advocates	1
Cottonwood Head Start/Homebase	1
Eastin Arcola Head Start	2
Sierra Vista Head Start	2
La Vina Head Start	1
Alpha Head Start	1
(MHS) Pomona Head Start	1
Los Niños Head Start	1

03.05.19 STEWARD REPRESENTATION. Changes in site location, name, or the opening/closure of sites will not preclude the representation by a UNION steward.

03.05.20 UNION RELEASE TIME. The Head Start Director may allow stewards, executive board members and officers of the Union the necessary time off to attend union meetings, conferences and trainings as business permits with at least ten working days advance notification.

03.06.00 EMPLOYEE RIGHTS.

03.06.01 EMPLOYEE PROTECTION CLAUSE. The AGENCY shall not discharge, or threaten to discharge, or in any manner discriminate against any EMPLOYEE for taking any of the following actions:

- a) Making an oral or written complaint against the AGENCY to the California Department of Social Services or other agency having statutory responsibility for enforcement of the law, or to the AGENCY or representative of the AGENCY for

the violation of any licensing law or other laws (including but not limited to laws relating to child abuse, staff-child ratios, etc.).

- b) Instituting or causing to be instituted any proceeding against the AGENCY regarding the violation of any licensing law, other laws, or this MEMORANDUM.
- c) Is or will be, a witness or testifier in a proceeding regarding the violation of any licensing law or other law.
- d) Refusing to perform work that is in violation of a licensing law or regulation after notifying the AGENCY of the violation.

03.06.02

DISCLOSURE OF RELIGIOUS OR POLITICAL AFFILIATIONS. No question in any text, application form, other personnel proceeding, or of any Appointing Authority shall be so framed as to attempt to elicit information concerning political or religious opinions or affiliations of an applicant or EMPLOYEE. No appointment to or removal from a position in the competitive service shall be affected or influenced in any manner by any political or religious opinion or affiliation.

- 04.00.00 TYPES OF EMPLOYEES.
- 04.01.00 TYPES OF EMPLOYEES. AGENCY recognizes four types of staff positions: regular (full-time/part-time), temporary, substitute, and provisional. Staff may be employed in these positions on a full-time or part-time basis.
- 04.01.01 REGULAR EMPLOYEE. A regular EMPLOYEE (full-time) is one who regularly works a minimum of thirty (30) budgeted hours per week on a continuing basis during the program year. Regular full-time EMPLOYEES shall accumulate sick leave, vacation leave, medical/dental/vision/life insurance, retirement benefits (when applicable) and paid holidays. Effective May 1, 2004, sick leave, vacation leave, and paid holidays shall be based on a prorated basis: full-time is based on a forty (40) budgeted hour workweek. Therefore, a thirty (30) budgeted hour EMPLOYEE would be prorated at 75%, a twenty (20) budgeted hour EMPLOYEE would be prorated at 50%. Exception: Current Regional EMPLOYEES employed as of April 30, 2004, who receive RSP Leave, shall maintain this benefit at the current number of hours until such time as they may gain additional hours through the modified calculation of years of service and accrual rates. Refer to Sections 11.02.03 and 11.03.00 – 11.03.04.
- 04.01.02 REGULAR PART-TIME EMPLOYEE. A regular part-time EMPLOYEE is one who regularly works less than thirty (30) budgeted hours per week on a continuing basis during the program year. Regular part-time EMPLOYEES will be eligible for, on a prorated basis, sick leave, vacation leave, and paid holidays. Retirement benefits will be earned if the individual meets the minimum participation level and coverage requirement as set forth by the Federal regulations. Regular part-time EMPLOYEES will not be eligible for medical/dental/vision/life insurance.
- 04.01.03 TEMPORARY EMPLOYEE. Temporary positions are created for a specific time-limited duration because of peak workload or unusual conditions. A temporary appointment does not exceed four (4) months. A temporary EMPLOYEE appointment must meet the minimum qualifications set forth in AGENCY's job classification. Temporary EMPLOYEES do not accumulate sick leave, vacation leave, medical/dental/vision/life insurance benefits, or have a right to appeal. These EMPLOYEES will not be given a lay-off notice upon termination due to the episodic nature of their work. Temporary positions are exempt from the regular personnel selection process. A temporary EMPLOYEE is an "at will" EMPLOYEE. Policy Council/Committee must approve or disapprove all temporary EMPLOYEES in excess of thirty (30) calendar days. Within ten (10) calendar days of hire of a temporary EMPLOYEE, the name of the temporary EMPLOYEE with date of hire, work site, classification, and rate of pay will be provided to the UNION.
- 04.01.04 SHORT-TERM SUBSTITUTE EMPLOYEE. Short-term substitutes shall be those EMPLOYEES who have been hired by the AGENCY to replace an EMPLOYEE during a short-term absence and who work on an "as needed" basis only, not to exceed thirty (30) calendar days, except as referenced in 10.05.00 through 10.07.00.
- A. External Substitute - External substitutes are not part of the UNION and do not hold regular full-time/part-time status with the Mariposa/Madera Regional and Madera Migrant/Seasonal Head Start programs. External substitutes do not hold any employment rights with the AGENCY. External substitutes do not receive paid holidays and do not accumulate sick leave and vacation leave, nor are they entitled to medical/dental/vision/life insurance and retirement benefits. External substitutes do not have the right to appeal. External Substitutes will only be used when a Head Start EMPLOYEE is not available to provide internal coverage as part of their scheduled hours or extra hours. See Section 10.00.00 for enacting substitution

application. When available, an external list of substitutes will be provided to the UNION.

- B. Internal Substitute - Internal substitutes are EMPLOYEES who hold regular part-time/full-time status within the Madera/Mariposa Regional and Madera Migrant Head Start programs and have been requested and has accepted to fill a short-term substitute position. An EMPLOYEE working as a short-term internal substitute shall be eligible to accumulate sick leave and vacation leave and earn paid holidays as described in 04.01.01 and 04.01.02. Short-term Internal Substitutes are not entitled to medical/dental/vision/life insurance benefits. If a REGULAR EMPLOYEE's short-term substitute appointment exceeds 30 calendar days, then he/she shall follow the guidelines for a LONG-TERM SUBSTITUTE EMPLOYEE as described in 04.01.05 (B). If any action occurs that would affect an EMPLOYEE's regular status, he/she will have the right to due process as a regular EMPLOYEE.

04.01.05

LONG-TERM SUBSTITUTE EMPLOYEE. Long-term substitutes shall be those EMPLOYEES who have been hired by the AGENCY to assume the duties of an EMPLOYEE during a long-term absence in excess of thirty (30) calendar days, i.e., disability leave, family leave, work injury leave, or any other situation where an EMPLOYEE may be absent due to a foreseeable event. Long-term substitute appointment is terminated when the regular EMPLOYEE returns to his/her job or when the EMPLOYEE's relationship has been severed with the AGENCY.

- A. External Substitute – External substitutes are not part of the UNION and do not hold regular full-time/part-time status with the Mariposa/Madera Regional and Madera Migrant/Seasonal Head Start programs. External substitutes do not hold any employment rights with the AGENCY. External substitutes do not accumulate sick leave and vacation leave, nor are they entitled to medical/dental/vision/life insurance and retirement benefits. External substitutes do not have the right to appeal.
- B. Internal Substitute – Internal substitutes are EMPLOYEES who hold regular part-time/full-time status within the Madera/Mariposa Regional and Madera Migrant Head Start programs and have been requested and has accepted to fill a long-term substitute position. When a regular EMPLOYEE fills in for another EMPLOYEE for a long-term absence, he/she shall be eligible for benefits as prescribed in Section 04.01.01 and 04.01.02. Benefits will remain continuous if the EMPLOYEE has been laid off and returns to work to in the same month. If the EMPLOYEE returns from layoff to fill a long-term substitute appointment after the first of the following month, benefits will begin on the first of the next month. (For example: an EMPLOYEE is laid off on July 10th and returns to fill a long-term substitute appointment on August 5th, benefits will begin on September 1st.)

04.01.06

PROVISIONAL EMPLOYEE. In the absence of an appropriate eligibility list, a provisional appointment may be made by the Head Start Director if a person meets the minimum qualification for the budgeted position being filled. A provisional appointment shall not exceed ninety (90) calendar days unless approved by the Head Start Director. If the appointment is to exceed ninety (90) calendar days, the Head Start Director shall notify the Human Resources Office, UNION, and Policy Council/Committee. An eligibility list shall be established within three (3) calendar months for any regular position filled by a provisional appointment, and recruitment for any such position must begin immediately. A provisional EMPLOYEE will be considered a probationary EMPLOYEE and may be removed at any time without the right of an appeal from the provisional position. Provisional EMPLOYEES are not eligible for any benefits except paid holidays.

Exception: A regular (full-time/part-time) EMPLOYEE who is provisionally appointed to a position, shall maintain his/her current benefits. If a regular part-time EMPLOYEE is provisionally appointed to a budgeted full-time position in excess of thirty (30) calendar days, the EMPLOYEE shall be eligible for benefits determined by the classification. If a regular full-time/part-time EMPLOYEE has been laid off and is provisionally appointed to a position in excess of thirty (30) calendar days, he/she shall be eligible for benefits as prescribed in Section 04.01.01 and 04.01.02. All waiting periods will apply. This provision does not apply to EMPLOYEES given additional extra hours that are equal to or greater than thirty (30) hours due to internal staffing coverage. If any action occurs that would affect an EMPLOYEE's regular status, he/she will have the right to due process as a regular EMPLOYEE.

All provisional appointments must be approved by Policy Council/ Committee within thirty (30) calendar days of appointment.

- 05.00.00 FILLING VACANCIES, RECRUITMENT, AND SELECTION.
- 05.01.00 METHOD OF FILLING VACANCIES.
- 05.01.01 VACANCY. A vacancy is defined as an open position that the AGENCY wishes to fill (see Section 1.40.00). The decision to hire and promote shall be determined by the AGENCY and the Regional/Migrant/Seasonal Policy Council/Committee.
- 05.01.02 TYPE OF APPOINTMENT. All vacancies in the Agency shall be filled from layoff list, recruitment, promotion, and/or eligibility list by the Human Resource Director. In the absence of persons eligible for appointment in this way, provisional appointments may be permitted in accordance with these rules. All appointments are considered tentative pending verification of fingerprints and a TB test or chest x-ray within ten (10) calendar days of appointment.
- 05.01.03 PERSONNEL REQUISITION. Whenever a position is to be filled, the hiring manager shall complete a Personnel Requisition for approval by the Head Start Director then forwarded to the Human Resource Director. The requisition will state the duties, salary, work schedule, and location of the position. The Human Resource Director shall indicate whether it is preferable to fill the vacancy by recruitment from a promotional or eligibility list.
- 05.01.04 NOTICE OF VACANCIES. Notices of vacancies, examinations, and other notices affecting the selection of assignments shall be posted at all work locations. EMPLOYEES who are on layoff or on leaves of absence may inquire at the Human Resources Office for notices of current vacancies.
- 05.01.05 ORDER OF CERTIFICATION. Names of persons who are eligible to accept employment shall be certified in the following order:
- a) Persons who have requested a transfer;
 - b) Persons laid-off or demoted because of lack of work or lack of funds.
 - c) Promotional Eligibility List or Open-Competitive.
- 05.01.06 TRANSFER REQUESTS. Upon posting of a vacancy, an EMPLOYEE may request a transfer to the vacant position from Human Resources. The EMPLOYEE is eligible to be considered for transfer if he/she is a regular EMPLOYEE in the same classification and in the same program.
- Transfer requests will not be unreasonably denied. All EMPLOYEES requesting a transfer will be interviewed by the direct supervisor and Head Start Director or designee. The interview process will be used to determine:
- a) If a transfer can occur with limited disruption to the program;
 - b) Which EMPLOYEE would best meet the program needs created by the vacancy. The AGENCY retains the right to deny transfers that are not in the best interest of the program.
- 05.01.07 HIRING/PROMOTIONS OF HEAD START EMPLOYEES.
- A. In performing its function, the Policy Council/Committee may utilize a committee or sub-committee to gather facts and/or information to make a recommendation to the full Policy Council/Committee. This committee may be the personnel committee of the Policy Council/Committee. The approving or disapproving of the hiring/promoting/layoff of Head Start staff will remain the responsibility of the full Policy Council/Committee.

- B. The Human Resource Office shall certify candidates to an oral interview panel. The oral interview panel shall consist of a Head Start parent(s) as well as others with experience relevant to the position.
- C. Names of candidates receiving 70% or higher shall be deemed eligible for hire by the AGENCY. The list shall be presented to the Policy Council/Committee for approval. An eligibility list with fewer than three (3) candidates may be deemed inadequate until such time as more names can be added to the list to bring it to three (3) or more.

05.01.08 METHOD OF APPOINTMENT.

- A. Eligible candidates ranking in the top three positions on the list who are ready and willing to accept the position shall be certified by the Human Resources Office for each vacancy. The Head Start Director may appoint any one of these candidates upon approval of the Policy Council/Committee and Board of Directors. The eligible candidates not selected shall remain on the eligibility list and will be certified for the next vacancy.
- B. The appointing authority is authorized to select a person or persons from the eligibility list or conduct another one-on-one interview to determine which candidate to hire. The Human Resource Director shall make a job offer to the candidate by letter within five (5) workdays following written notification of the appointing authority's recommendation. If the candidate fails to respond or declines the job offer, the Human Resource Director will notify the appointing authority and/or Head Start Director of such.
- C. If there is no eligibility list for the class in which a vacancy occurs, certification may be made from a list for a similar class if the duties and qualifications of the class for which the examination was given included substantially all of the duties of the position to be filled. (Example, Clerk/Typist II list to fill Clerk/Typist I position.)
- D. When fewer than three (3) eligible candidates are available for certification, the Human Resource Director may request that a new examination be given and add those names to the existing list.
- E. If the Policy Council/Committee does not approve the candidate, a new candidate from the existing eligibility list shall be recommended.

05.01.09 PROVISIONAL APPOINTMENTS. If no regular appointment is made and fewer than three (3) persons are available for appointment from the eligibility lists, a provisional appointment may be made of a person meeting the employment standards for the class.

- A. If a provisional appointment is made, the Human Resource Director shall establish a list of qualified persons. Provisional appointments in excess of thirty (30) calendar days must have approval from the Policy Council/Committee. A provisional appointment shall not exceed ninety (90) calendar days unless approved by the Head Start Director or designee. If a provisional appointment exceeds ninety (90) calendar days, the UNION shall be notified of the reason for the extension.
- B. A provisional EMPLOYEE appointed to regular status shall not receive credit for provisional time worked prior to appointment.

- C. Refer to Section 04.01.05, Provisional Employees for all rights rendered to this position.
- 05.01.10 TRANSFER NOTIFICATIONS. The UNION shall be provided a copy of all transfers.
- 05.02.00 ANNOUNCEMENTS. The Human Resource Director shall publicize examinations by appropriate means, inclusive but not limited to newspapers, Internet, distribution to centers, newsletter, posting on bulletin boards of announcements which state the class, title, salary, nature of the work to be performed, required training and experience, when and where to file applications, and other pertinent information. All examinations must be announced at least fifteen (15) workdays prior to the last date for filing applications.
- 05.03.00 IN-HOUSE RECRUITMENTS – PROMOTIONAL OPPORTUNITY.
- 05.03.01 PURPOSE OF IN-HOUSE RECRUITMENT. The purpose of in-house recruitment is to give individuals with “agency standing” the opportunity to apply and interview for vacancies prior to a public announcement of a position opening. However, in-house recruitment does not guarantee selection of an in-house applicant.
- 05.03.02 IN-HOUSE RECRUITMENT. The AGENCY shall conduct in-house recruitments for all vacancies for at least ten (10) workdays at all work sites. 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; scheduled hours; weeks per year; classroom (if applicable); and language required (if any).
- 05.03.03 METHODOLOGY OF IN-HOUSE RECRUITMENT.
- A. Advertisement will consist of posting the announcement at all CAPMC facilities for at least ten (10) workdays.
 - B. Any person who has “standing” with the AGENCY will be eligible to apply. Standing shall be defined as:
 - 1. Any individual who has regular status with the AGENCY;
 - 2. Any individual who has provisional, extra help, substitute, or volunteer status with the AGENCY.
 - C. A minimum of three (3) qualified in-house candidates must apply before the advertised deadline in order for recruitment to remain in-house, otherwise recruitment will be open to the public.
 - D. In-house screening, interviewing, and selection will follow the same procedures/rules as open recruitment.
 - E. In-house candidates must pass with 70% or better on the examination.
- 05.04.00 APPLICATIONS AND APPLICANTS
- 05.04.01 APPLICATIONS. Applications shall be made on official AGENCY application forms. Information required on application forms will be in compliance with established State and Federal laws and regulations. All required documents identified in the position announcement must be submitted. Applicants must sign and date the application.

- 05.04.02 INCOMPLETE OR DEFECTIVE APPLICATIONS. Any application deemed incomplete and/or defective will be disqualified unless a good excuse is shown for the incomplete or defective application, which shall be determined as the sole discretion of the AGENCY. It may be amended at the office of the Human Resource Director by the applicant prior to the date of the written/oral examination with the consent of the Human Resource Director.
- 05.04.03 ONE OR MORE APPLICATIONS. Applicants applying for one or more positions must complete and file an application for each vacancy.
- 05.04.04 CONFIDENTIALITY. All applications and examination papers are confidential records of the Human Resources Office and under no circumstances will they be returned to the applicants.
- 05.04.05 MINIMUM QUALIFICATIONS. The statements of training and experience under minimum qualifications on the position announcements are to be interpreted as standards. A reasonably equivalent combination of training and experience may be accepted by the Human Resource Director.
- 05.04.06 VERIFICATION OF INFORMATION. Information given in an application will be verified by the Human Resources Office. Applicants applying for positions requiring special qualifications may be required by the Human Resources Office to provide documentation or verification of a satisfactory degree of education, training, experience, or licensing.
- 05.04.07 NOTICE OF REJECTION. Whenever an application is rejected, written notice shall be given to the applicant stating the reason for the rejection.
- 05.04.08 APPEAL OF DISQUALIFICATION. Any applicant who has been disqualified under the provisions of this section shall have the right of appeal within five (5) working days after receiving notice of such rejection. Appeals shall be in writing and addressed to the Board of Directors and shall state briefly the basis upon which the appeal is made. The Board of Directors' Personnel Committee will provide a written final response to the disqualified applicant within fifteen (15) calendar days of the receipt of the appeal.
- 05.04.09 FINGERPRINTING. Applicants will be fingerprinted prior to employment. In accordance with federal and state regulations, the AGENCY requires a California clearance from the Department of Justice (DOJ), per section 101170 of Community Care Licensing, prior to placement of a new REGULAR OR PROVISIONAL EMPLOYEE at a worksite. All individuals working in a licensed child care facility must obtain a California clearance. Criminal record exemptions are not accepted.

Exception: The only exception to this provision is that a current EMPLOYEE possessing a criminal record exemption will be allowed to remain at the worksite, and the type of exemption will be posted at the worksite and notification of the exemption will be provided to the parents. Effective 2006/2007 program year, new exemptions will be reviewed on a case-by-case basis.

If the AGENCY receives notice from Community Care Licensing that an EMPLOYEE's clearance has been revoked, the EMPLOYEE will be immediately removed from the worksite (per section 101170.1 of Community Care Licensing) and placed on unpaid administrative leave up to 60 calendar days, or Community Care Licensing timeline, to provide the EMPLOYEE the opportunity to obtain a full criminal record clearance from Community Care Licensing. It is the EMPLOYEE's responsibility to obtain a full criminal record clearance. If after the Community Care timeline the EMPLOYEE has not received a full clearance or acceptable exemption, the employee will lose his/her right to retain the position and will not have any bumping rights.

05.04.10

PHYSICAL FITNESS. An applicant may be required to submit an CAPMC Health Screening Form from a licensed physician that the applicant is free from disqualifying disease or physical defects, meets established physical standards, and is physically capable of performing the essential functions of the position for which the applicant applied, or the applicant may be referred to a special medical examiner. If the applicant is required to submit a physician's statement concerning his/her health, the AGENCY shall assume costs incurred by the applicant up to thirty-five dollars (\$35).

- 06.00.00 PROBATIONARY PERIOD
- 06.01.00 OBJECTIVE OF PROBATIONARY PERIOD. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the EMPLOYEES' work for securing the most effective adjustment of new EMPLOYEES to their position, and for releasing probationers whose performance does not meet the required standards of work.
- 06.02.00 APPOINTMENTS SUBJECT TO PROBATIONARY PERIOD. All appointments from an open eligibility list to a position shall be for a probationary period of twelve (12) calendar months during which time the supervisor or designee shall observe and appraise the conduct, performance, attitude, adaptability, and job knowledge of each EMPLOYEE and determine whether the EMPLOYEE is fully qualified for regular status.
- 06.03.00 PROMOTIONAL APPOINTMENTS SUBJECT TO PROBATIONARY PERIOD. All promotional appointments from promotional eligibility lists to a position shall be for a probationary period of six (6) working months during which time the supervisor or designee shall observe and appraise the conduct, performance, attitude, adaptability, and job knowledge of each EMPLOYEE and determine whether the EMPLOYEE is fully qualified for regular status.
- 06.04.00 REPORT ON PROBATIONERS. The Head Start Director or designee shall file with the Human Resources Office EMPLOYEE performance appraisals on probationers as required by the Human Resources Director. If the service of the probationers has been satisfactory, the Head Start Director shall recommend retention. If release is not specifically recommended before the end of the probationary period, the probationer shall be considered to have acquired regular status.
- 06.05.00 REJECTION OF PROBATIONARY EMPLOYEE. During the probationary period, an EMPLOYEE may be rejected at any time by the Head Start Director (upon consultation with the Human Resources Director and Executive Director) without cause and without the right of appeal. Notification in writing shall be served to the probationary EMPLOYEE and a copy filed with the Human Resources Director.
- 06.06.00 REJECTION FOLLOWING PROMOTION. Any EMPLOYEE rejected during the probationary period following a promotional appointment in the classified service, at the discretion of the AGENCY, may be reappointed to his/her prior position or terminated. If his/her prior position is filled, then he/she will be placed on a lay-off status for one (1) year, with the EMPLOYEE's option of being recalled to his/her prior classification, if vacant, and in seniority order.
- 06.07.00 HEAD START POLICY COUNCIL/COMMITTEE. The Head Start Policy Council/Committee must approve all appointments, promotional appointments, and/or terminations of any Head Start EMPLOYEE.

- 07.00.00 HOURS OF WORK, EXTRA-TIME, OVERTIME, and WORKING OUT-OF-CLASSIFICATION.
- 07.01.00 HOURS OF WORK.
- 07.01.01 WORK WEEK. The work week shall begin on Sunday and end on Saturday and shall consist of five (5) consecutive work days.
- 07.01.02 REGULAR WORK HOURS. Working hours for EMPLOYEES in all classifications defined in Section 01.13.00 shall be regular and consecutive, except for meal periods. Working hours for Head Start EMPLOYEES shall be regular and consecutive, except for Bus Drivers. On occasion, hours may be changed to meet family and program needs.
- 07.01.03 SPLIT SHIFTS. Dependent upon program needs, the following position may be assigned split shifts: Bus Driver, Child Transportation Monitor/Janitor. Such EMPLOYEES shall not be required to "split" more than twice per day.
- 07.01.04 WORK SCHEDULE/CHANGES IN SCHEDULE. Employees shall be provided with a work schedule at the time of hire. Any change in said schedule of less than ten (10) calendar days shall be made with notice to the EMPLOYEE at least forty-eight (48) hours in advance. Changes to the schedule expected to last ten (10) calendar days or longer shall only be made with no less than one (1) week advance notice to the affected EMPLOYEE. Notification of changes will take place when feasible and this ruling does not apply to substitute assignment(s).
- 07.01.05 CLASSROOM PREPARATION. Time spent preparing a classroom, curricula, and related materials shall be part of an EMPLOYEE's regular scheduled work day.
- 07.01.06 WORK ASSIGNMENT. EMPLOYEES shall be provided with a work assignment location at the time of hire. Any change in said assignment location of less than ten (10) calendar days shall be made with notice to the EMPLOYEE at least forty-eight (48) hours in advance. Changes in the schedule expected to last ten (10) calendar days or longer shall only be made with no less than one (1) week advance notice to the affected EMPLOYEE. The parties recognize that emergency situations may arise where less notice may be provided.
- 07.02.00 EXTRA-TIME/OVERTIME
- 07.02.01 OVERTIME COMPENSATION. All EMPLOYEES who are not considered exempt from overtime under federal or state law shall be compensated at the rate of time and one-half in pay for all hours worked in excess of eight (8) hours in any workday and/or in excess of forty (40) hours in any workweek. All overtime must have prior approval except in the case of an emergency or other circumstances where it would be impossible to predict the need for overtime. In any event, all overtime shall be compensated, although employees may be disciplined for working unauthorized overtime. However, no employee shall be subject to discipline for working overtime in an emergency situation or where it would be impossible to predict the need for overtime. The regular daily schedule of the EMPLOYEE shall not be adjusted merely to avoid the payment of overtime.
- 07.02.02 EXTRA-TIME DEFINED. Extra-time is defined as additional time provided to a part-time assignment (less than eight (8) hours per day) up to the time that may qualify that EMPLOYEE for overtime (over eight (8) hours in any one day).
- 07.02.03 EXTRA TIME/OVERTIME NOTIFICATION. When the AGENCY knows in advance that extra-time/overtime work will be required, it will give notice as soon as possible to the

affected EMPLOYEES. Extra-time/overtime that can reasonably be met in another way shall not be mandatory, unless required by program needs.

- 07.02.04 EXTRA-TIME/OVERTIME LIMITS. The AGENCY shall neither expect nor require excessive or chronic extra-time/overtime (generally not to exceed two-fifths (2/5) of the normal scheduled days of work per workweek) of an EMPLOYEE.
- 07.02.05 EXTRA-TIME/OVERTIME ON SENIORITY BASIS. When practical, extra-time/overtime shall be offered on a rotational basis to the most senior EMPLOYEE in that classification and site. If there are no volunteers, it will be assigned on a least senior rotation basis.
- 07.02.06 STAFFING. It is the responsibility of the Center Director to ensure that appropriate staffing is maintained for any child who is not picked up timely from the center.
- 07.03.00 WORKING OUT OF CLASSIFICATION
- 07.03.01 DEFINITION. Out-of-Classification work shall be defined as performing the significant duties or major responsibilities of a position in a different classification. It has been determined that an EMPLOYEE working out-of-classification in excess of two (2) consecutive workdays is assuming significant duties and responsibilities of the position, therefore, the EMPLOYEE will be compensated the salary rate of the higher position.
- A. When these duties are those of a higher-level position, the EMPLOYEE shall be entitled to a salary rate increase of 5% commencing the first working day. Upon working in excess of two (2) consecutive workdays in the position, the EMPLOYEE shall be paid the salary/range of the higher position at a minimum of 10% over his/her current pay until the assignment is completed.
 - B. When these duties are those of a lesser position in lieu of the EMPLOYEE's regular duties, there shall be no change in pay.
 - C. The AGENCY will make every effort to ensure that such out-of-classification work does not exceed ten (10) consecutive working days.
 - D. Qualified EMPLOYEES who fill in as Bus Drivers shall be moved directly to the appropriate pay range.
- 07.03.02 SICK LEAVE/HOLIDAY PAY WHILE WORKING OUT-OF-CLASSIFICATION. If an EMPLOYEE is sick or a holiday falls within the period working out-of-classification, the EMPLOYEE will be compensated at the current salary level. (A holiday or sick leave cannot be at the beginning of an out-of-classification assignment.)
- 07.03.03 PROCEDURE FOR OUT-OF-CLASSIFICATION
- A. Each EMPLOYEE working out-of-classification must be qualified and possess any required certification or credentials for the position; although, Head Start EMPLOYEES may qualify for the out-of-classification if they meet the minimum standards set forth by the licensing matrix only.
 - B. Each EMPLOYEE working out-of-classification must be approved by his/her direct supervisor.
 - C. A Substitution Out-of-Classification form must be completed in accordance with current procedures each time an EMPLOYEE works out-of-classification.

D. The EMPLOYEE must indicate on his/her time sheet the hours worked out-of-classification.

07.03.04 PERSONAL TIME OFF. Federal and State law permits the AGENCY to provide time off for its EMPLOYEES under the following conditions:

A. The EMPLOYEE has voluntarily requested personal time off, and has asked to make up the time without the payment of overtime.

B. This make-up time is taken in the same work week where the personal time off is taken.

07.04.00 SHOW-UP PAY.

07.04.01 SHOW-UP PAY DEFINED. If an EMPLOYEE reports to work on a regular scheduled work day, but is not put to work, or is furnished with less than one-half (1/2) of his/her work shift, he/she will be paid one-half (1/2) of his/her regular scheduled workday (up to four hours). Show-up time is not counted as hours worked for overtime purposes.

If an EMPLOYEE is called into work on a scheduled day off or at a time which is not regularly scheduled, such as answering an alarm call, for an unspecified number of hours, the EMPLOYEE will be paid no less than two (2) hours at his/her regular rate of pay.

07.04.02 EXCEPTION TO SHOW-UP PAY. The exception to the rules regarding minimum payment is when the AGENCY is unable to provide work due to 1) the recommendation of government authorities; 2) interruption of work caused by an act of God; 3) when the EMPLOYEE reports to work unfit, i.e., incapable of working due to illness, injury, intoxication, etc.; or 4) timely notification to not report to work is provided at least one hour prior to scheduled start time.

07.05.00 REST PERIODS AND MEAL PERIODS

07.05.01 REST PERIODS. Employees assigned six (6) hours or more per day shall be granted two rest periods of fifteen (15) minutes. Employees assigned for three and one half hours (3½) hours or more but less than six (6) hours per day shall be granted one rest period of fifteen (15) minutes. The rest period shall be granted one rest period of fifteen (15) minutes. The rest period shall be scheduled by the appropriate administrator for midmorning and/or mid-afternoon but not during the first or last hour of the assignment.

The Agency treats rest periods as working time and, accordingly, must pay for such services. Because, employees are compensated for their rest periods, they can be required to remain on the employer's premises during such periods.

CAPMC will provide rest periods to employees desiring to express breast milk for their infant child. If possible, it should coincide with the employee's regularly compensated for their services. Employees who elect to leave because of the lack of work will not be compensated.

07.05.02 UNPAID MEAL PERIOD. All bargaining unit employees working more than five (5) hours will be allowed an unpaid meal period of not less than thirty (30) minutes nor more than one (1) hour, scheduled approximately at the mid-point of the work shift, except that those employees working six (6) hours or else may sign a waiver for their meal period. The written waiver is strictly voluntary and may be revoked by the employee.

- 07.05.03 ON-DUTY MEAL PERIOD. Unless the employee is relieved of all duty during the thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An employee may only take an "on duty" meal period where the nature of his or her employment is such that the employee cannot be relieved of all duty during the meal period, and must be approved in advance by the Site Supervisor/Teacher with concurrence from Human Resources. In such an instance, the EMPLOYEE must sign an on-duty meal period agreement.
- 07.05.04 EMPLOYEES MUST TAKE THEIR MEAL PERIOD. Employees are responsible for notifying their supervisor as soon as they become aware of any reason that would keep them from their meal period so that arrangements can be made to provide the meal period. Employees who are required to stay on the premises or interrupted during their meal period to perform duties will be considered on duty and such time will count as time worked and compensated at the appropriate rate of pay – an On-Duty Meal Period Agreement must be signed and on file as stipulated in 07.05.03. Failure to take a meal period may subject the EMPLOYEE to discipline.

- 08.00.00 SENIORITY
- 08.01.00 SENIORITY DEFINED. Seniority rules shall apply to all regular full-time and regular part-time EMPLOYEES. Regular full-time or regular part-time EMPLOYEES shall have preference over all non-regular EMPLOYEES (temporary, substitute, provisional, and probationary EMPLOYEES).
- 08.02.00 SENIORITY (HIRE) DATE. AGENCY and UNION recognize that job opportunity and security increase in proportion to the length of service with the AGENCY. When an EMPLOYEE has completed the probationary period, the EMPLOYEE's seniority date shall revert to the EMPLOYEE's first day of paid regular service.
- 08.03.00 PRIMARY PROGRAM. Effective July 30, 2004, all Head Start EMPLOYEES must designate a primary program - either Migrant/Seasonal Head Start or Regional Head Start. Primary program is the program where the EMPLOYEE maintains seniority and was hired and approved by the appropriate Policy Council/Committee and designated to work the full program year. Each Head Start program will establish its own seniority list based on criteria listed below in Section 08.07.00.
- Migrant/Seasonal Head Start and Regional Head Start EMPLOYEES are not allowed to bump into each other's program except those employees listed in 08.04.00.
- Those EMPLOYEES who originally worked for the Migrant/Seasonal Head Start program and now have regular employment status with Regional Head Start program, must select a primary program (Migrant/Seasonal Head Start or Regional Head Start) in which they agree to work the full program year.
- 08.04.00 DUAL STATUS EMPLOYEES. Those EMPLOYEES who hold positions that have dual status in both programs - for example: bus driver, food service staff, nutrition assistant, dispatcher - shall have their original date of hire be effective for both programs.
- 08.05.00 YEAR-ROUND EMPLOYEES. At any time, the AGENCY may develop a year-round program serving both Migrant/Seasonal and Regional Head Start families. Any in-house EMPLOYEES selected to fill this program service component will maintain their seniority rights from their primary program prior to their year round assignment. If a reduction in workforce is required, the EMPLOYEE may invoke Section 09.04.00 of this MEMORANDUM.
- 08.06.00 PROVISIONAL/SUBSTITUTE STATUS IN NON-PRIMARY PROGRAM. Occasionally, Regional Head Start EMPLOYEES (primary program designated as Regional Head Start) may work as provisional or substitute EMPLOYEES during the Migrant season, however, their status is provisional or substitute. Provisional or substitute EMPLOYEES do not have seniority rights under lay-off procedures. This rule also applies to Migrant/Seasonal Head Start EMPLOYEES who work within provisional or substitute status in Regional Head Start.
- Note: Those EMPLOYEES who hold regular status with either Regional or Migrant/Seasonal program and are provisionally appointed to a position (Migrant or Regional) in excess of thirty (30) calendar days will be entitled to all benefits related to the appointed position. All normal waiting periods will apply to health and welfare benefits.
- 08.07.00 COMPUTATION OF SENIORITY. Seniority shall be recognized in the following order:
- A. Hire Date by CAPMC Head Start. In the event two or more EMPLOYEES have the same hire date by Head Start, seniority shall be determined by:

- B. Hire Date in Classification. If two or more EMPLOYEES have the same hire date in classification, seniority shall be determined by:
- C. Hire Date in Agency. If two or more EMPLOYEES have the same hire date in Agency, seniority shall be determined by:
- D. Performance. The EMPLOYEE with the highest rating score on the most recent evaluation shall have seniority. (Performance will not be used until the new evaluation system is in place.) If two or more EMPLOYEES have the same rating score, seniority shall be determined by:
- E. Social Security Number. The EMPLOYEE with the lowest last four digits of their social security number shall be deemed to have the higher seniority.

08.08.00

SENIORITY BREAK IN SERVICE. Except as otherwise specifically provided in this MEMORANDUM, there shall be no deduction from seniority for any lost time that does not constitute a break in continuous service. A break in continuous service shall occur in any of the following instances:

- A. Resignation;
- B. Termination;
- C. Permanent assignment to a position outside the bargaining unit;
- D. Layoff of more than one (1) year.

If an EMPLOYEE returns within twelve (12) months after a resignation, he/she shall receive his/her original seniority status prior to leaving the Agency; applicable to original date of hire only.

08.09.00

NOTIFICATION OF SENIORITY LISTS. The AGENCY shall provide the UNION and each Head Start site with an accurate and updated seniority list within sixty (60) calendar days of the ratification of this MEMORANDUM, and on an annual basis thereafter as of the first thirty (30) calendar days of the Regional/Migrant/Seasonal Head Start program each year. For any EMPLOYEE hired into the bargaining unit after the annual notice period, the AGENCY shall provide the UNION and the EMPLOYEE with the EMPLOYEE's hire date. EMPLOYEES shall be placed on the seniority list in two units.

Unit A: Each EMPLOYEE shall be listed by name, job title, hours budgeted per week in class, date of hire in Head Start, and date of hire in Agency.

09.00.00 LAYOFF

09.01.00 LAYOFF DEFINED. Layoff is separation from a regular or probationary position or reduction in assigned hours, days, or work year due to lack of work or lack of funds, a decline in child enrollment, or child days of attendance falling below eighty-five percent (85%) of enrolled children.

- A. All classes/centers (Regional Head Start/Migrant/Seasonal Head Start) must have eighty-five percent (85%) of the planned child enrollment prior to opening. If eighty-five percent (85%) enrollment is not obtained prior to the projected start date at a site/class, the staff assigned to that site/class will be on layoff status until eighty-five percent (85%) enrollment is obtained.
- B. If attendance in any class fails to meet eighty-five percent (85%) by 10:30 a.m. on any given day, Migrant/Seasonal Head Start staff in excess of the required minimum ratio for that class may be sent home. Staff within the classroom will be sent home by first soliciting volunteers, then on a least senior rotational basis. An exception to this requirement is if eighty-five percent (85%) attendance was obtained in that classroom earlier during the day.
- C. Where the attendance falls below eighty-five percent (85%) and a waiting list does not exist and/or attendance is not projected to increase for the remainder of the program year, staff for Migrant/Seasonal Head Start and Regional Head Start will be placed on layoff status. No bumping rights are invoked if less than forty-five (45) calendar days remain in the program year. Except during a site-based layoff lasting more than three (3) weeks, regular EMPLOYEES may bump temporary, provisional, substitute, or probationary EMPLOYEES.
- D. The AGENCY will consider any layoff from a site as a program layoff, with all the rights which that includes, if the following conditions exist:
 - 1. The layoff is projected to exceed forty-five (45) calendar days, or
 - 2. The layoff exceeds more than forty-five (45) calendar days, and
 - 3. There are more than forty-five (45) calendar days remaining in the program year.
- E. If an EMPLOYEE is incorrectly sent home or placed on layoff status and realizes a loss in compensation, the AGENCY will provide that EMPLOYEE preference at future extra-time and/or overtime opportunities to offset any loss or when possible, have the affected EMPLOYEE exchange turns with the EMPLOYEE who incorrectly stayed.

09.02.00 LAYOFF PROCEDURE

09.02.01 ORDER OF LAYOFF. When a reduction in workforce is required, the order of layoff shall be as follows: (a) temporary, substitute, and provisional EMPLOYEES; (b) probationary EMPLOYEES; (c) regular EMPLOYEES in the inverse order of their seniority.

09.02.02 NOTIFICATION OF LAYOFF. EMPLOYEES subject to layoff shall normally be given at least thirty (30) calendar days written notice prior to the effective date of layoff. In cases of unexpected funding loss, notification shall be issued as soon as the AGENCY becomes aware of such events. It is the responsibility of the EMPLOYEE to provide his/her address and phone number in writing to the Human Resources Office. If the

EMPLOYEE moves, it is his/her responsibility to notify the Human Resources Office of his/her new address and phone number.

09.02.03 SITE-BASED LAYOFF. Site-based layoffs are directly related to this paragraph only and do not invoke bumping rights, except as described below. If a site is unable to meet the child enrollment, or if child days of attendance (CDA) falls below eighty-five percent (85%) of the class registration, the site EMPLOYEES may be laid off until capacity is obtained or closed due to lack of enrollment. Regular EMPLOYEES affected by a site-based layoff lasting longer than three (3) weeks can only bump a provisional, substitute, temporary, or probationary EMPLOYEE. The affected EMPLOYEE shall be given written notice by the Human Resources Office or certified mail. Such notice shall include the following information:

- a) Effective date;
- b) Reason for layoff;
- c) Positions in the classification being eliminated;
- d) Options in lieu of layoff, if any; and
- e) Re-employment rights.

09.02.04 CLASSIFICATION-BASED LAYOFF. EMPLOYEES who have been employed in a specific classification affected by the layoff and employed the shortest amount of time in Head Start shall be laid-off first. EMPLOYEES affected by displacement due to seniority may exercise bumping rights in an equal or lower class. If possible, displaced EMPLOYEES shall receive not less than thirty (30) calendar days prior notice by the Human Resources Office or certified mail. Such notice shall include the following information.

- a) Effective date;
- b) Reason for layoff;
- c) Positions in the classification being eliminated;
- d) Options in lieu of layoff, if any; and
- e) Re-employment rights.

09.02.05 UNION NOTIFICATION. The UNION shall receive concurrent notice of the layoff and shall be afforded an opportunity to meet with the AGENCY to discuss any proposed alternatives. A copy of the current seniority list shall also be provided and opportunity to meet to resolve any discrepancies contained on the list. Nothing contained herein shall be deemed to require the AGENCY to pay an EMPLOYEE except for services rendered. This provision does not apply to temporary, provisional, probationary, or substitute EMPLOYEES.

09.02.06 REDUCTION OF HOURS, DAYS, WORK YEAR. EMPLOYEES whose position is to be reduced in assigned hours, days, or work year shall be given the same rights as an EMPLOYEE whose position has been abolished.

09.02.07 RETRACTION OF LAYOFF NOTICE. Any layoff notice shall be rescinded by the Executive Director and the EMPLOYEE notified in writing when circumstances no longer warrant the action.

09.03.00 LAYOFF RE-EMPLOYMENT LIST. The names of regular EMPLOYEES laid-off or who accept a reduction in assigned time shall be placed on the layoff re-employment list for their classification for a period of twelve (12) months. The re-employment list for a class shall be used before any other employment lists for vacancies which occur in the classification.

- 09.03.01 REMOVAL FROM RE-EMPLOYMENT LIST. Failure to respond to a written notice sent by certified mail within ten (10) working days of receipt or failure to accept two (2) offers of re-employment within the same classification shall be cause for removal of name from the layoff re-employment list.
- 09.04.00 RIGHTS IN LIEU OF LAYOFF. Employees may elect the following options on the basis of their seniority:
- 09.04.01 TRANSFER OR DEMOTE. EMPLOYEES may transfer or demote to a vacant position in an equal or lower classification as described below:
- A. Unit A. The affected EMPLOYEE must meet the minimum qualifications specified in the job description and must have the necessary education, experience, and licenses or certificates required by state or federal regulations.
 - B. Whenever EMPLOYEES are granted a voluntary demotion to a class having a lower salary range, their salary shall be that step in the new range which provides equal or, in absence thereof, the nearest lower salary to that which they received prior to the demotion. Whenever EMPLOYEES are transferred to a position with the same classification, the EMPLOYEES shall retain the same salary and the same anniversary date. Longevity pay is only applicable to years of service.
- 09.04.02 BUMPING RIGHTS. In the absence of a vacant position in the former classification, the EMPLOYEE may displace an employee (i.e., exercise "bumping rights") in an equal or the next lower classification in which they have seniority as described below.
- A. Unit A. The affected EMPLOYEE must meet the minimum qualifications specified in the job description and must have the necessary education, experience, and licenses or certificates required by state or federal regulations.
 - B. Whenever EMPLOYEES are granted a voluntary demotion to a class having a lower salary range, their salary shall be that step in the new range which provides equal or, in absence thereof, the nearest lower salary to that which they received prior to the demotion. Whenever EMPLOYEES are transferred to a position with the same classification, the employees shall retain the same salary and the same anniversary date. Longevity pay is only applicable to years of service.
- 09.04.03 RIGHTS IN DEMOTION IN LIEU OF LAYOFF. An EMPLOYEE who has accepted demotion in lieu of layoff has the right to be re-employed, in accordance with seniority rules, in a vacant position in the EMPLOYEE's former class within twelve (12) months after demotion. Intervening reassignments to other classes shall not give up that right.
- 09.05.00 RE-EMPLOYMENT
- 09.05.01 RE-EMPLOYMENT PROCEDURE. EMPLOYEES who have been laid-off shall be eligible for re-employment for a period of twelve (12) months. Each EMPLOYEE's name will be placed on a re-employment list for a period of up to twelve (12) months and will be selected in reverse order of layoff for the first opening occurring in any class in which that EMPLOYEE has seniority. The following rules shall also apply:
- A. If an EMPLOYEE is on any eligibility list (for a period of twelve (12) months) and is laid-off, that EMPLOYEE shall retain that position on such list(s).

- B. EMPLOYEES are eligible to participate in promotional examinations during the specified period of re-employment rights and shall have five (5) points added to their final passing score on open competitive examinations.

09.05.02

RE-EMPLOYMENT RIGHTS. EMPLOYEES who accept voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall have re-employment rights for a period of twelve (12) months provided that tests of fitness under which they qualified for appointment to the classification still apply.

- 10.00.00 SUBSTITUTION PROCEDURES.
- 10.01.00 DEFINITION OF SUBSTITUTES. External Substitutes shall be those individuals who have been hired by the AGENCY to replace an EMPLOYEE during a short-term absence and who work on an "as needed" basis only, not to exceed thirty (30) consecutive calendar days. Outside substitutes are not part of the UNION. EMPLOYEES assigned to internal coverage are considered Internal Substitutes. If any action would affect an EMPLOYEE's regular status, he/she will have the right to due process as a regular EMPLOYEE.
- 10.02.00 PURPOSE OF SUBSTITUTES. Substitutes may be used to cover vacation scheduling, sick leave, leaves of absence, and emergency situations of an EMPLOYEE. External Substitutes will only be used when an Agency EMPLOYEE is not able to provide internal coverage as part of their scheduled or extra hours.
- 10.03.00 EMPLOYMENT POLICY. Head Start employs substitutes when staff members are absent from work and the position can not be filled with an Agency EMPLOYEE.
- 10.04.00 SUBSTITUTE NOTIFICATION. It shall be the responsibility of the first level of management or a designee of the Human Resources Office to secure substitutes when needed to fill in for planned absences, absences or tardiness due to illness, or other unforeseen and unplanned circumstance. The AGENCY shall ensure that all necessary classroom adult/child ratios are maintained when an EMPLOYEE is absent.
- 10.05.00 LONG-TERM SUBSTITUTE NOTIFICATION. For EMPLOYEE disability leave, family leave, or other situations where an EMPLOYEE may be absent due to a foreseeable event, the Human Resources Office shall make arrangements for appropriate substitute personnel and shall ensure that necessary adult/child ratios are maintained in the EMPLOYEE's absence. EMPLOYEE must schedule time off in advance in accordance with this MEMORANDUM or AGENCY's rules, as applicable.
- 10.06.00 PROCEDURE FOR FILLING SUBSTITUTE POSITIONS (Internal staff not available).
- A. The AGENCY will contact EMPLOYEES from other AGENCY childcare programs that are currently on layoff status. Bargaining Unit members shall have first preference.
 - B. If no one is available, the AGENCY will contact a Head Start parent who meets the minimum qualifications.
 - C. If no one is available, the AGENCY will contact a qualified, outside individual.
 - D. If no one is available, the AGENCY may assign appropriate staff to the classroom.
 - E. If adequate coverage cannot be obtained, the AGENCY shall close the classroom/center in order to comply with state licensing regulations.
- 10.07.00 NUMBER OF WORKDAYS. No outside substitute may work more than thirty (30) days without a break in service without notification to the UNION.
- 10.08.00 PAYROLL POLICY. All substitutes will be paid according to AGENCY policy and classification. If an EMPLOYEE holds layoff status and returns to substitute in the same classification, he/she will be compensated at his/her current salary rate. Moving down in classification, the EMPLOYEE will be paid at that step in the new range which provides equal or, in absence thereof, the nearest lower salary to that which they received prior to

their layoff; or if substituting in a higher classification, the EMPLOYEE will be compensated under the Out-of-Class provision of this MEMORANDUM. Time sheets must clearly indicate the position the substitute is holding. Outside substitutes are not eligible for sick leave, vacation leave, holiday pay, or other fringe benefits.

10.09.00

NO GRIEVANCE OR APPEAL RIGHTS. An outside substitute has no grievance or appeal rights except where they complain of discrimination or harassment. Such complaints should be provided to the Human Resources Director or the Executive Director. Substitutes are invited to apply for positions that come open under in-house and/or public advertising, and will be treated as any other job applicant.

- 11.00.00 LEAVES OF ABSENCE.
- 11.01.00 SICK LEAVE. Sick Leave is not considered paid time off to be used for any reason other than those described in 11.01.03.
- 11.01.01 REGULAR EMPLOYEES. Sick Leave shall be accrued at the rate of one (1) workday for each calendar month over twenty-six (26) bi-weekly pay periods. This pro-rated basis is calculated on hours paid, not to exceed budgeted hours per week. EMPLOYEES shall earn sick leave credit at a percentage of hours worked to full-time (forty (40) budgeted hours) employment. For example, the earning rate for a twenty (20) hour per week EMPLOYEE shall be at fifty percent (50%), a thirty (30) hour per week EMPLOYEE shall be at seventy-five percent (75%), a thirty-two (32) hour per week EMPLOYEE shall be at eighty percent (80%), etc. Temporary, provisional, and substitute EMPLOYEES do not earn sick leave.
- 11.01.02 SICK LEAVE COMPENSATION. In order to receive compensation while absent on sick leave, the EMPLOYEE shall notify his/her immediate supervisor prior to or within one (1) hour after the time set for beginning his/her daily schedule. The AGENCY shall provide the phone number to be called. When the absence is more than three (3) days, the EMPLOYEE may be required to file a physician's statement with his/her supervisor and the Human Resources Office stating the cause of the absence. If the supervisor reasonably believes an individual is abusing sick leave, he/she may, after issuing a warning, require the EMPLOYEE to provide a doctor's certificate for less than a three (3) day absence.
- 11.01.03 JUSTIFICATION FOR SICK LEAVE. An EMPLOYEE eligible for sick leave with pay shall be granted such leave for the following reasons only:
- A. Illness or physical incapacity.
 - B. Family Medical Leave.
 - C. Quarantine Leave: Enforced quarantine of the EMPLOYEE in accordance with community health regulations.
 - D. Illness of an immediate family member. Immediate family is defined as husband, wife, children, stepchildren, stepparents, father, mother, brother, sister, in-laws, guardian, grandparents or domestic partner. Domestic partners must be registered; all other family members, except for guardians, must be related by either blood or marriage.
 - E. Necessary medical appointments for the EMPLOYEE or a member of the EMPLOYEE's immediate family.
 - F. Bereavement Leave.
- 11.01.04 DETERMINATION ALLOWANCE. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged according to actual time off the job.
- A. An EMPLOYEE who normally works five (5) days per week shall be charged one (1) full day of sick leave for each one (1) full day of absence.
 - B. When an EMPLOYEE exhausts all accumulated sick leave and the EMPLOYEE is unable to return to work, the EMPLOYEE may then use his/her accrued but unused vacation or holiday pay.

- C. Saturdays, Sundays and holidays occurring during the sick leave period shall not be charged against the accumulated sick leave, unless they are a part of the individual's regular work week.
- D. Violation and/or abuse of sick leave privileges may result in disciplinary action up to and including dismissal. Upon resignation or termination from Agency employment, an EMPLOYEE shall be entitled to receive payment for unused sick leave as described below in Section 11.01.05.
- E. An EMPLOYEE may integrate his/her sick or vacation leave with State Disability, paid FMLA/CFRA/PDL, or Workers' Compensation benefits.

11.01.05 COMPENSATION OF SICK LEAVE ON TERMINATION. Upon termination (not layoff) of an eligible EMPLOYEE, unused sick leave will be compensated according to the following schedule:

<u>*YEARS OF SERVICE</u>	<u>PERCENTAGE OF ACCRUED TIME</u>
0 - 4	0
5 - 9	10
10 -14	15
14 -19	20
20+	35

(*Years of Service equal twelve (12) calendar months from date of hire at regular status.)

11.01.06 RATE OF PAY WHILE ON SICK LEAVE. Sick leave is compensated at the hourly salary rate earned by the EMPLOYEE on each day that he/she is on sick leave.

11.01.07 MAXIMUM SICK LEAVE ACCRUALS. There is no cap on the accrual of sick leave.

11.01.08 REVOCATION OF SICK LEAVE. The Head Start Director shall revoke pay and sick leave time if the EMPLOYEE uses the sick leave outside the acceptable standards for sick leave, or if he/she has engaged in private or other public work and received compensation while on such leave. An EMPLOYEE will not be penalized if the EMPLOYEE is currently working a second job, and it does not interfere with the AGENCY and the limitations of the EMPLOYEE. Each incident will be reviewed by the Executive Director for extenuating circumstances. This rule applies also to unauthorized work while receiving workers' compensation benefits (approved rehabilitation programs are excluded).

11.01.09 REPORTING. In the event an EMPLOYEE is going to be absent or tardy to work due to illness or other unforeseen and unplanned circumstance the following call-in procedure shall apply:

11.01.10 EMPLOYEE'S RESPONSIBILITY TO NOTIFY SUPERVISOR/MANAGER. All EMPLOYEES will contact their first level of management; or in the absence of the first level of management, EMPLOYEES will contact the Human Resources Director or designee.

11.01.11 TIMELINE FOR NOTIFICATION. All EMPLOYEES will contact the appropriate person as soon as possible before their designated start time and no later than one (1) hour after the beginning of their shift.

11.02.00 VACATION LEAVE

- 11.02.01 REGULAR EMPLOYEE ANNUAL VACATION LEAVE. The purpose of annual vacation leave is to enable each eligible EMPLOYEE annually to return to his/her work mentally and physically refreshed.
- 11.02.02 RATE OF PAY WHILE ON VACATION AND USE OF VACATION PAY. While on vacation, EMPLOYEES shall be compensated at the same salary rate they would have received if they had been on the job. Vacation time may be used to cover any time off that is not covered by sick leave or leave of absence.
- 11.02.03 REGULAR EMPLOYEES (40 HOURS PER WEEK). Vacation leave shall be accrued at the following rates:

<u>*Years of Service</u>	<u>Vacation Hours per Pay Period</u> (Based on bi-weekly payroll)
1 - 4 years -----	3.69
5 - 9 years -----	4.61
10 - 19 years -----	5.53

(*Years of Service equal Twelve (12) calendar months from date of hire at regular status.)

Those regular EMPLOYEES who regularly work less than forty (40) hours per week accrue vacation benefits on a pro-rated basis. This pro-rated basis is calculated on hours paid, not to exceed budgeted hours.

- 11.02.04 TEMPORARY, PROVISIONAL, AND SUBSTITUTE EMPLOYEES: Temporary, provisional, and substitute EMPLOYEES do not accrue vacation leave.
- 11.02.05 VACATION LEAVE ACCRUAL. Vacation leave begins accruing from the first day of work after achieving regular status; however, EMPLOYEES are ineligible to take vacation during their first sixty (60) calendar days of regular status. If an EMPLOYEE leaves, all accrued vacation pay will be paid out at the EMPLOYEE's regular rate at the time of separation from employment. RSP is credited for Program Year 2003-2004; Program Year 2004-2005 will be on an accrual basis, except as modified in Section 11.03.02.
- 11.02.06 MAXIMUM VACATION LEAVE ACCRUAL. An EMPLOYEE may accumulate up to thirty (30) working days (two-hundred-forty (240) hours) of vacation leave. If at the end of any payroll period an EMPLOYEE's vacation balance reaches two-hundred-forty (240) hours, the EMPLOYEE will not accrue further vacation leave until the EMPLOYEE's accrued vacation leave balance falls below two-hundred-thirty-nine (239) hours, at which time the EMPLOYEE will accrue vacation leave at his/her regular rate until the EMPLOYEE's accrued but unused vacation leave balance once again reaches two-hundred-forty (240) hours.
- 11.02.07 NOTIFICATION OF VACATION LEAVE. The times at which a regular EMPLOYEE may take vacation shall be at the discretion of his/her immediate supervisor and the Head Start Director or designee. Reasonable requests will be granted with due regard for the wishes of an EMPLOYEE and particular regard for the need of the AGENCY to conduct business and provide services.
- 11.02.08 HOLIDAYS/VACATION LEAVE. Holidays falling on an EMPLOYEE's authorized leave period shall not be charged as vacation leave.
- 11.02.09 ACCRUED VACATION HOURS. If, after totaling the accrued vacation hours and credited holidays, a Regional/Migrant/Seasonal Head Start EMPLOYEE does not have sufficient hours accrued to equal his/her normal scheduled work hours for the two (2) vacation periods, winter/spring, the EMPLOYEE must take the time without pay.

11.02.10 VACATION/COMPENSATION TIME PAYOFF. Any eligible EMPLOYEE who resigns, is dismissed, or laid-off for longer than three (3) weeks shall be paid the hourly equivalent of his/her salary for each hour of accrued but unused vacation pay and banked holiday pay, based on the pay rate in effect for the EMPLOYEE on the last day worked.

11.03.00 RSP LEAVE.

11.03.01 RSP LEAVE DEFINED. Regional Head Start EMPLOYEES, employed as of the last day of Regional Head Start program year, shall receive RSP Leave based on the formula listed in Section 11.03.02. Any EMPLOYEE hired after the end of the 2004 Program Year shall not receive the benefit of RSP Leave.

11.03.02 CALCULATION OF RSP LEAVE. Regional Head Start EMPLOYEES who work more than one-hundred-sixty (160) days, but less than two-hundred (200) days, will be credited with RSP Leave. This leave will be credited at a flat rate based on the years of service at the beginning of the school year. (Years of service shall be based on two-hundred-sixty (260) workdays equals one (1) year of service.) EMPLOYEES who work less than one-hundred-sixty (160) days shall receive RSP on a pro-rated basis determined by budgeted hours. Part-time EMPLOYEES who maintain their current hours of work shall maintain their same proportion of RSP Leave.

<u>Years of Service</u>	<u>Number of Vacation Hours</u>
0 - 4	72 Hours
5 - 9	90 Hours
10+	108 Hours

EMPLOYEES will continue to receive RSP leave at their current number of hours until such time as they may gain additional hours through the modified calculation of years of service and accrual rates.

The current number of hours being earned shall not be increased until such time as the accrual rate exceeds the hours being earned as of May 31, 2004.

11.03.03 UNUSED RSP LEAVE. Any unused leave at the end of the program year or at the time of resignation/termination will be paid out.

11.03.04 Effective May 31, 2004, all new hires for Regional Head Start shall accrue vacation as specified in Section 11.02.03 of this MEMORANDUM.

11.04.00 USE OF ACCRUED VACATION AND RSP LEAVE. EMPLOYEES may exhaust such accrued vacation or RSP leave for Winter Break, Spring Break, unpaid Fridays, or pursuant to requests granted under 11.02.07. It is the intent of the PARTIES that all accrued vacation/RSP leave time shall be utilized prior to the end of the program year. EMPLOYEES shall submit a Vacation Usage Plan by November 17th of each program year prior to accessing their vacation; otherwise, an EMPLOYEE's accrued vacation/RSP leave will be allocated as described in 11.02.09.

11.05.00 ADMINISTRATIVE LEAVE. Due to special circumstances, the Executive Director and/or designee may find it necessary to place an EMPLOYEE on a special leave status, with or without pay, as warranted by special circumstances. The UNION shall be notified of such leave when the EMPLOYEE is so notified. The leave has a thirty (30) calendar day limit; anything after thirty (30) calendar days must be by mutual agreement. If an agreement

can not be reached, the extension will not be granted. If the EMPLOYEE is cleared of charges, the EMPLOYEE shall be made whole.

11.06.00 BEREAVEMENT LEAVE. An EMPLOYEE may request up to three (3) days of paid leave (five (5) days for an out-of-state funeral), if there has been a death of an immediate family member. Immediate family is defined as husband, wife, children, stepchildren, stepparents, father, mother, brother, sister, in-laws, guardian, grandparents or domestic partner. Domestic partners must be registered; all other immediate family members, except for guardians, must be related by blood or marriage.

An EMPLOYEE may request up to one (1) day of paid leave for other members of the family. Family is defined as related by either blood or marriage. If the leave exceeds the time allotted, as may be applicable, an EMPLOYEE may use sick and/or vacation leave. All such requests for leave shall be submitted to the appropriate Head Start Director/Executive Director for approval. The Head Start Director with the approval of the Executive Director may revoke bereavement leave for just cause if he/she feels it is being abused.

11.07.00 INDUSTRIAL INJURY LEAVE. Injury of an EMPLOYEE during Agency employment must be reported promptly to the EMPLOYEE's supervisor. An EMPLOYEE incurring an injury while performing work shall be entitled to injury leave to the extent provided by workers' compensation rules and regulations. An EMPLOYEE may use accrued but unused vacation or sick leave time when the EMPLOYEE is unable to work and/or suffers a loss in pay due to a work-related injury. An EMPLOYEE is free to elect to receive a reduced salary and leave his/her vacation and sick leave balances undisturbed while on injury leave.

11.08.00 JURY DUTY AND COURT WITNESS. An EMPLOYEE who is called for jury duty, or requested to serve as a court witness because of his/her employment with the AGENCY, is entitled to leave with pay for work missed. Any juror or witness fee, except travel pay, meals, and lodging received by the EMPLOYEE for such service as a juror/court witness, shall be provided by the EMPLOYEE to the AGENCY. If the EMPLOYEE is released from jury duty during work hours, the EMPLOYEE must inform his/her immediate supervisor of their availability to return to work. EMPLOYEES must submit documentation of jury duty service and must submit to the Human Resources Office any compensation received from the court system within twenty-two (22) working days.

11.09.00 LEAVE OF ABSENCE. The Executive Director, with concurrence by the appropriate Head Start Director, may grant a regular EMPLOYEE an unpaid personal leave of absence not to exceed four (4) months. However, under extraordinary circumstances the EMPLOYEE may request an extension. The approval shall be in writing and a copy filed with the Human Resources Director. Upon expiration of the approved leave, the EMPLOYEE shall be reinstated to the position or similar position held at the time the leave was granted. If the EMPLOYEE fails to return to work upon the expiration of the leave, the EMPLOYEE will be considered to have abandoned his/her position and resigned.

11.09.01 BENEFITS DURING LEAVE OF ABSENCE. Vacation, sick leave, insurance and other benefits do not accrue while an EMPLOYEE is on unpaid leave. The EMPLOYEE must make arrangements to assume the cost of insurance premiums beginning on the 1st of the following month after commencement of the approved Leave of Absence, unless the leave is considered qualified family leave. If the leave qualifies as family or medical leave under the Family Medical Leave Act, the EMPLOYEE must make arrangements to assume the cost of insurance premiums after the twelve (12) weeks. The EMPLOYEE is responsible for the cost of insurance premiums for his/her dependents during the leave.

11.10.00

MILITARY LEAVE. An employee who is a member of the National Guard and Reserve or another Armed Forces branch will be granted a leave of absence with pay for active duty or training. This leave of absence is governed by military leave provided by the California Military and Veterans Code and the federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). This paid leave of absence will be granted for a period not to exceed 30 calendar days in any two consecutive federal fiscal (October 1-September 30) years. The period of time spent in training under orders shall not be deducted from the employee's accrued vacation leave to which an employee is otherwise entitled.

An employee who is on military leave for longer than 30 calendar days in any two consecutive federal fiscal (October 1-September 30) years will be granted an unpaid leave following the expiration of the 30 calendar days of paid leave. An employee who is on leave without pay will not accrue sick and vacation leave.

Under the Uniformed Services Employment Reemployment Rights Act of 1994 (USERRA), any individual who leaves a civilian job in order to enter active duty in the Armed Forces, voluntarily or involuntarily, is entitled to return to this or her civilian job after discharge or release from active duty, if he or she meets the following five basic eligibility criteria of USERRA:

- A. He/she must have held an "other than temporary" civilian job. However, the job need not be classified as regular or benefits eligible.
- B. He/she must have left the civilian job for the purpose of going on active duty.
- C. He/she must not remain on active duty longer than five years, unless the period beyond five years (up to an additional year) is "at the request and for the convenience of the Federal Government." The following does not count toward the five year limitation: (i) service is required beyond five years to complete an initial period of obligated service; (ii) the employee, through no fault of his or her own, is unable to obtain a release within the five year limit; (iii) required training for reservists and National Guard members; (iii) service under an involuntary order to, or retention on, active duty during domestic-emergency, national security-related situations or war or national emergency; or (iv) employees ordered to active duty for "operational missions" or "critical missions" as defined in the regulations without their consent.
- D. He/she must be discharged or released from active duty "under honorable conditions."
- E. Depending on the length of military service, he/she must apply for reemployment with the pre-service employer:
 1. Within the first full regularly scheduled work period on the first full calendar day following the completion of the period of military service that starts at least eight hours after the individual has been safely transported from the place of military service to the individual's residence, if the duration of military service is less than 31 days;
 2. Within 14 days after the completion of the period of military service, if the duration of the military service is more than 30 days but less than 181 days; or
 3. Within 90 days after the unconditional release from military service, if the duration of the military service is more than 180 days.

- F. Depending on the length of military service a staff member will return to work as follows unless the agency's circumstances have so changed as to make it impossible or unreasonable to do so:
 - 1. If the period of service was less than 90 days: the position he or she would have held if continuously employed; or in the former position held without loss of benefits or rate of compensation, or
 - 2. If the period of service was for more than 90 days: the position he or she would have held if the continuous employment had not been interrupted by military service; or a position of like seniority, status, and pay; the duties of which the individual is qualified to perform; or in the former position held or a position of like seniority, status of pay, duties of which the individual is qualified to perform without loss of benefits or rate of compensation.
- G. If the employee has a disability incurred in, or aggravated during, his or her military service, the Agency will make reasonable efforts to accommodate the disability under the provisions of the Americans with Disabilities Act policy.
- H. The Agency will provide an employee on military leave the option to continue the employee's group health benefits at the employee's expense for up to 18 months, except for leaves of less than 31 days, in which the employee is only required to pay his or her proportionate share of the group health insurance premium. Additionally, reemployed persons are entitled to pension plan benefits that accrued during military service, regardless of whether a plan is a defined benefit plan or a defined contribution plan.

11.11.00 PARTICIPATING IN SCHOOL ACTIVITIES. An EMPLOYEE may take unpaid leave of up to forty (40) hours per calendar year for the purpose of participating in activities at his/her child's school or licensed day care facility. EMPLOYEES may use vacation or unpaid leave. EMPLOYEES may be limited to no more than eight (8) hours per calendar month. Documentation may be required as proof of participation in the activity. Any EMPLOYEE who is the parent or guardian of a child who has been suspended from school must be allowed time off, if requested, to appear at the school in connection with the suspension.

11.12.00 VETERAN'S FUNERAL LEAVE. An EMPLOYEE who is a member of a veteran's service organization may be granted time off, when requested, to serve as a member of an honor guard at a funeral subject to the following conditions:

- A. Maximum time off shall be two (2) hours for each occurrence and not to exceed more than twice a month.
- B. Time off will not be charged against the EMPLOYEE's accumulated overtime or vacation leave.

11.13.00 LEAVE NOTIFICATION. If possible, the EMPLOYEE is required to provide at least thirty (30) calendar days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for an EMPLOYEE or of a family member). For events which are unforeseeable, the EMPLOYEE should notify the Human Resources Director, at least verbally, as soon as the EMPLOYEE becomes aware of the need for the leave. Failure to comply with these notification rules is grounds for, and may result in, deferral of the requested leave until the EMPLOYEE complies with this notification policy.

11.14.00 HEALTH CARE PROVIDER CERTIFICATION. The AGENCY may require certification from the EMPLOYEE's health care provider before granting leave for the EMPLOYEE's

own serious health condition or certification from the health care provider of his/her child, parent, registered domestic partner, or spouse who has a serious health condition before granting leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

- 11.15.00 VERIFICATION OF LENGTHY ABSENCE. The AGENCY may require an EMPLOYEE returning after any lengthy leave of absence to pass such medical examination as deemed satisfactory for reinstatement to establish that the EMPLOYEE can perform the essential function of his/her position. For EMPLOYEES granted a leave of absence due to health reasons, a statement from their physician certifying that they are able to return to work in their regular position will normally suffice.
- 11.16.00 PREGNANCY DISABILITY LEAVE. Under the Pregnancy Disability Leave Act, a maximum of four (4) months will be granted upon proper medical certification that the EMPLOYEE is disabled to the extent that work performance is not possible. An EMPLOYEE is entitled to elect usage of accumulated sick leave and/or vacation leave during disability leave. Following exhaustion of accumulated vacation or sick leave balances, the disability leave will be on an unpaid basis. An EMPLOYEE may also choose that the entire disability leave be on unpaid status without reducing accumulated vacation or sick leave balances. Pregnancy Disability Leave shall run concurrently with leave granted pursuant to the federal Family and Medical Leave Act.
- 11.16.01 INTERMITTENT USE OF PREGNANCY DISABILITY LEAVE. Except for situations of morning sickness, Pregnancy Disability leave shall not be taken intermittently by an employee or on a reduced leave schedule unless ordered in writing by the employee's physician or agreed upon by the employee and his/her Program Manager, with approval by the Executive Director; approval will not be unreasonably denied.
- 11.16.02 BENEFITS DURING UNPAID DISABILITY LEAVE. An EMPLOYEE shall not earn additional vacation, sick leave, insurance or other benefits during unpaid disability leave. The EMPLOYEE must make arrangements to assume the cost of insurance premiums beginning on the 1st of the month following the date of the unpaid disability leave, unless FMLA or CFRA is granted.
- 11.17.00 DISABILITY LEAVE. Disability leave shall not be taken intermittently by an EMPLOYEE or on a reduced leave schedule unless ordered in writing by the EMPLOYEE's physician or agreed upon by the EMPLOYEE and his/her Head Start Director, with approval by the Executive Director; approval will not be unreasonably denied.
- 11.18.00 CALIFORNIA FAMILY RIGHTS ACT. Under the California Family Rights Act of 1993 (CFRA), an EMPLOYEE who has worked at least twelve (12) months and 1,250 hours in the prior twelve (12) months may take an unpaid family care or medical leave (CFRA leave). This leave may be up to twelve (12) workweeks in a twelve (12) month period for the birth, adoption, or foster care placement of a child or for the EMPLOYEE's own serious health condition or the EMPLOYEE's child, parent, registered domestic partner or spouse. It may also be taken to bond with a newborn or a newly adopted child or foster child. CFRA does not apply to pregnancy-related conditions since such conditions are covered separately under the California Pregnancy Disability Act. The conditions that apply to taking leave pursuant to the CFRA and procedures to take such leave are generally the same procedures set forth below for taking leave under the federal Family and Medical Leave Act (FMLA) with the exception that the CFRA does not apply to pregnancy-related conditions.
- 11.18.01 INTERMITTENT LEAVE. Leave due to a serious health condition may be taken intermittently or on a reduced schedule only when medically necessary. Intermittent leave is defined as leave taken in separate blocks of time because of a single illness or

injury and may include leave periods from one hour or more to several weeks. Intermittent leave includes leave taken on an occasional basis over a period of months. When planning medical treatment requiring intermittent leave, applicable regulations require the EMPLOYEE to consult with the AGENCY regarding its timing and duration and the EMPLOYEE must make a reasonable effort to schedule appointments so that they will not unduly disrupt the AGENCY's operations. Cooperation between the EMPLOYEE and the AGENCY is important in the taking and scheduling of intermittent leave.

- 11.19.00 LEAVE FOR THE BIRTH, ADOPTION OR FOSTER CARE PLACEMENT OF A CHILD. Leave for the birth, adoption, or foster care placement of a child must be completed within one (1) year of the birth or placement for adoption or foster care.
- 11.20.00 FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA). EMPLOYEES who have completed at least twelve (12) months of service, and who have worked at least 1,250 hours during the previous twelve (12) months are eligible to take up to twelve (12) weeks of FMLA leave within a twelve (12) month period. FMLA leave is permitted for the birth of an EMPLOYEE's child or placement of a child with the EMPLOYEE for adoption or foster care, to care for the EMPLOYEE's spouse, child, registered domestic partner, or parent who has a serious health condition, or for a serious health condition that makes the EMPLOYEE unable to perform his/her job. Wherever possible, FMLA runs concurrently with CFRA leave and Pregnancy Disability Leave.
- 11.20.01 DEFINING SERIOUS HEALTH CONDITION. "Serious Health Condition" is defined as an illness, injury, impairment, or physical or mental condition that involves:
- A. Any period of incapacity or treatment connected with inpatient care (i.e., overnight stay) in a hospital, hospice, or residential medical care facility;
- OR**
- B. Any period of incapacity requiring absence of more than three (3) calendar days from work, school, or other regular daily activities that also involves continuing treatment by, or under the supervision of, a health care provider.
- 11.20.02 FMLA PROCEDURES. The following procedures shall apply when requests for FMLA leave(s) are made.
- 11.20.03 FMLA NOTIFICATION. EMPLOYEES must contact the Human Resources Office as soon as they become aware of the need for FMLA leave.
- A. If the event necessitating the leave becomes known to the EMPLOYEE more than thirty (30) calendar days before the need for the leave, the EMPLOYEE must provide notice as soon as he/she learns of the need for a leave, and the leave request must be submitted in writing at least thirty (30) calendar days before the time the leave is needed.
 - B. If the need for leave is not foreseeable, the EMPLOYEE must provide as much advance notice as possible, with written notice no later than five (5) working days after learning of the need for the leave. If the leave is needed for a planned medical treatment or supervision, the EMPLOYEE must make a reasonable effort to schedule the treatment or supervision to avoid disruption to the AGENCY's operations, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

11.20.04 FAILURE TO PROVIDE REASONABLE NOTICE FOR FMLA LEAVE. Failure to provide reasonable notice when the need for leave is foreseeable, may result in the denial of leave for a reasonable period. The reasonable period is defined as when the Human Resources Office is able to process the request.

11.20.05 HEALTH CARE PROVIDER CERTIFICATION. The AGENCY may require certification from the health care provider for leave or re-certification if additional leave is required.

- A. If the leave is needed to care for a sick child, spouse, registered domestic partner, or parent, the EMPLOYEE must provide a certification from the health care provider which states:
 - 1. Date of commencement of the serious health condition;
 - 2. Probable duration of the condition;
 - 3. Estimate of time the health care provider believes EMPLOYEE needs to care for the individual;
 - 4. Confirmation that the serious health condition warrants the participation of a family member in providing care to the patient.
- B. In cases where both parents are employed by the AGENCY and the leave requested is for the birth, adoption, or foster care of a child, or in order to care for the spouse, child, or parent, the AGENCY will grant a total of sixteen (16) cumulative weeks under the FMLA. However, each EMPLOYEE is limited to a maximum of 12 weeks.
- C. If the leave is needed for the EMPLOYEE's own serious health condition, the EMPLOYEE must provide a certification from the health care provider which states:
 - 1. Date of commencement of the serious health condition;
 - 2. Probable duration of the condition;
 - 3. A statement that the EMPLOYEE is unable to perform the function of his/her position because of the serious health condition;
- D. The AGENCY will require certification by the EMPLOYEE's health care provider that the EMPLOYEE is fit to return to his/her regular position.

(Note: This policy will be applied uniformly for return from any type of medical leave.)

11.20.06 BENEFITS DURING FMLA LEAVE. An EMPLOYEE taking approved family leave will be allowed to continue participating in any insurance benefit plans (i.e., health, dental, life, etc.) in which he/she was enrolled prior to the first day of the leave. The AGENCY will continue to pay the cost of the EMPLOYEE's premium for the duration of the leave (up to a maximum of twelve (12) weeks or a total of sixteen (16) weeks for both parents who are employed by the AGENCY). The EMPLOYEE will be responsible for the cost of his/her dependent's premiums (if applicable).

- A. Payment of the EMPLOYEE's contribution toward dependent coverage is due at the same time as it would be if made by payroll deduction (at least twice per

month in the designated amount; however, the EMPLOYEE may choose to pay once a month with prior authorization of the Executive Director).

- B. If the leave is extended beyond the twelve (12) weeks, the EMPLOYEE becomes responsible to pay for the required premium to continue their medical insurance. In addition, the AGENCY can recover premiums it paid to maintain health coverage for an EMPLOYEE who fails to return to work at the end of the twelve (12) week period, as allowed by law.
- C. An EMPLOYEE is entitled to use accumulated sick leave and/or vacation leave while using the FMLA leave. Following exhaustion of accumulated vacation and sick leave balances, the FMLA leave will be unpaid.
- D. An EMPLOYEE shall not earn additional vacation leave, sick leave, or other benefits, (except for health insurance), during unpaid FMLA leave.

11.20.07 RETURN FROM FMLA LEAVE. Following return from FMLA leave, the EMPLOYEE will be reinstated to his/her original position, or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. Leave granted under any of the reasons provided by State and Federal law (including, but not limited to, leave taken under either the Pregnancy Disability Act or CFRA) will be considered FMLA leave and will be counted as part of the twelve (12) week leave entitlement in a one (1) year period.

11.20.08 INTERMITTENT/REDUCED SCHEDULED LEAVE. Leave due to a serious health condition may be taken intermittently or on a reduced schedule only when medically necessary. Intermittent leave is defined as leave taken in separate blocks of time because of a single illness or injury and may include leave periods from one hour or more to several weeks. Intermittent leave includes leave taken on an occasional basis over a period of months. When planning medical treatment requiring intermittent leave, applicable regulations require the EMPLOYEE to consult with the AGENCY regarding its timing and duration and the EMPLOYEE must make a reasonable effort to schedule appointments so that they will not unduly disrupt the AGENCY's operations. Cooperation between the EMPLOYEE and the AGENCY is important in the taking and scheduling of intermittent leave. FMLA will be taken concurrently with the maternity/disability leave.

11.20.09 AGENCY RIGHT TO SECOND OPINION. The AGENCY reserves the right to obtain a second opinion regarding the EMPLOYEE's own serious health condition. This second opinion will be paid for by the AGENCY. If the second opinion disagrees with the original opinion provided by the EMPLOYEE's health care provider, then a third opinion can be obtained as permitted by State and Federal law. The third party shall be selected by the prior two (2) health care providers. Wherever reasonable, a health care provider covered under insurance will be used. Any additional cost of the third opinion will be borne by the AGENCY unless the third health care provider agrees with the AGENCY's health care provider, in which case the cost will be split. The third opinion shall be binding on the parties.

11.21.00 PAID FAMILY AND MEDICAL LEAVE. This program provides for paid leave for employees required to care for a spouse or dependent family member who has a qualifying injury or illness for up to 6 weeks (30 working days). The program is financed through state-mandated deductions from your paychecks. An employee's eligibility is determined by the Employment Development Department. Although state law provides this leave, employees should take care to ensure they qualify for and are protected under other leaves such as FMLA, CFRA, PDL or Workers' Compensation leaves.

11.22.00 COMPASSIONATE LEAVE. In an effort to support EMPLOYEES when life-threatening issues directly face them, the AGENCY has implemented a compassionate leave policy

which enables EMPLOYEES to donate accrued vacation and sick leave to those so affected. This compassionate leave policy is to be used in conjunction with FMLA where applicable. When an EMPLOYEE is faced with a life-threatening illness or injury in his/her life, other EMPLOYEES may voluntarily donate accrued vacation or sick leave to the affected employee under the following terms and conditions.

- 11.22.01 ELIGIBILITY. There are four (4) criteria for an EMPLOYEE to be eligible to receive compassionate leave:
- A. The receiving EMPLOYEE must have regular status.
 - B. The receiving EMPLOYEE must exhaust all available sick leave, vacation leave, holiday, and compensatory time before accessing compassionate leave.
 - C. The receiving EMPLOYEE must coordinate any leave time donated from other employees with any Worker's Compensation and Short-Term Disability Benefits.
 - D. The receiving EMPLOYEE or his or her dependent understood as either a child or a parent who is under the direct care and supervision of the EMPLOYEE, who has assumed a full-time caretaker role for the dependent, must have sustained an injury or illness that is life threatening. The condition must be verified in writing by a physician. For purposes of this policy, a "life threatening" illness includes situations such as a terminal illness (cancer or similar conditions) or an accident where the threat of death is imminent, etc.

11.22.02 APPLICATIONS FOR COMPASSIONATE LEAVE. Applications for compassionate leave are available from the Human Resources Office. Receiving EMPLOYEES must submit the application with supporting medical documentation to the Human Resource Office. The Human Resources Office shall either reasonably approve or deny requests for compassionate leave and forward the application and supporting documents to the Executive Director within five (5) workdays of receipt of the completed application. A receiving EMPLOYEE may be required to verify the status of the qualifying condition for continued eligibility for compassionate leave.

11.22.03 APPROVAL OF APPLICATION. Approved applications will be identified by EMPLOYEE number for purposes of confidentiality. The degree to which an application for participation in the Compassionate Leave Program is kept confidential shall be the responsibility of the receiving EMPLOYEE. A receiving EMPLOYEE may choose to tell co-workers of the application or may request a UNION member to seek contributions on his/her behalf. The Human Resources Office shall not be responsible for seeking contributions on behalf of receiving EMPLOYEES and shall maintain the confidentiality of both receiving and donating EMPLOYEES.

11.22.04 SOLICITATION OF DONATIONS. No donations may be solicited in such a way as to pressure or intimidate co-workers for the purpose of contributions. EMPLOYEES who learn of the contributions of others shall not make that information known for the purpose of soliciting contributions.

11.22.05 DONATIONS. Donations shall be made by completing the Compassionate Leave Program Donation Form which must be approved by both the receiving EMPLOYEE's Appointing Authority and the Human Resources Director. Forms are available from department payroll clerks and Human Resources Department. The approval will be based on the established criteria set forth in 11.19.01.

11.22.06 LEAVE DONATIONS. Donating EMPLOYEES may contribute up to one-sixth (1/6) of their sick balance, and one-hundred percent (100%) of their accumulated vacation

balance and holiday time as recorded in the records of the Fiscal Department. A donation must initially be a minimum of four (4) hours and thereafter, in one (1) hour increments. The total donation may be a combination of various types of leave and shall be credited to the receiving EMPLOYEE as sick leave on an hour-for-hour basis. Once donated, the leave credits are subject to the receiving EMPLOYEE's hourly rate of pay.

- 11.22.07 DONATIONS ARE IRREVOCABLE. Donations are irrevocable and once made, become the property of the receiving EMPLOYEE.
- 11.22.08 BENEFITS. Donations made to receiving EMPLOYEES shall be credited as sick leave. For the period of time that the receiving EMPLOYEE is in paid status, benefits such as seniority, sick leave accrual, vacation accrual, etc., shall continue pursuant to provisions for all other accrued sick leave.
- 11.22.09 DONATION APPROVAL. Upon approval, the Fiscal Department will adjust the leave balances of both the donating EMPLOYEE and the receiving EMPLOYEE by deducting contributions from the appropriate balances of the donating EMPLOYEE and crediting the contributions to the sick leave balance of the receiving EMPLOYEE.
- 11.23.00 DOMESTIC VIOLENCE LEAVE. California Labor Code Sections 230 and 230.1 provide that unpaid time off is available for any employee who has been the victim of domestic violence or sexual assault (collectively "domestic violence"), or his or her children have been the victims of domestic violence, for the purpose of allowing the employee to: (A) obtain, or attempt to obtain, a restraining order or other judicial relief to help ensure the health, safety or welfare of the employee or his or her child that may have been endangered as a result of domestic violence; (B) as a result of domestic violence, seeks medical attention, obtains services from a domestic violence shelter or program or rape crisis center, obtains psychological counseling, participates in safety planning or relocates the residence of the employee and/or his or her children. The employee is required to give the Agency reasonable advance notice of the requirement for such leave unless advance notice is not feasible under the circumstances. The maximum amount of leave cannot exceed the amount provided under the FMLA, which is currently 12 weeks. The employee may use existing vacation pay, sick leave or other compensatory time off to which the employee may otherwise be entitled to in taking leave under this section.
- 11.23.01 CERTIFICATION. When an unscheduled absence occurs due to domestic violence, the Agency will not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification to the Agency of the reason for the leave. Certification shall be sufficient in the form of any of the following: (A) a police report indicating that the employee (and/or his or her children) was a victim of domestic violence or sexual assault; (B) a court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee appeared in court for such purpose; (C) documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that the employee was or is undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.
- 11.23.02 CONFIDENTIALITY. To the extent allowed by law, the Agency will maintain the confidentiality of any employee requesting leave under this section.
- 11.24.00 VOTING LEAVE. If an employee does not have sufficient time to vote either before or after the employee's work schedule, the employee may have up to 2 hours paid time off for the purpose of exercising his or her right to vote. Voting polls are open from 7 a.m. to 8 p.m. on election day, so if an employee's work schedule makes it impossible for the employee to vote outside of his or her work hours on that day, the employee should see

his or her supervisor to make arrangements to take the necessary time off. The employee must provide at least two days notice to the Agency that he or she has insufficient time to vote in order to be entitled to payment for paid time off.

- 11.25.00 ELECTION OFFICER LEAVE. Employees who serve as election officers qualify for unpaid leave for their time of service as an election officer. To qualify for election officer leave, an employee must be an election officer. An election officer means any person conducting a local, special, or statewide election as an official governmental duty. In order to be able to take the time off, the employee must provide verification in advance of his or her status as an election officer.
- 11.26.00 RELIGIOUS LEAVE. An employee may be entitled to unpaid time off for the purposes of exercising a religious belief or observance. This includes, but is not limited to, observance of the Sabbath or other religious holy days, and reasonable time necessary for travel to and from a religious observance. The duration and timing of religious leave is controlled by the religious observance or practice itself. The Agency will reasonably accommodate an employee's request for religious leave so long as it does not pose an undue hardship on the Agency.
- 11.27.00 LITERACY EDUCATION LEAVE - Any employee who reveals a literacy problem to the Agency and who requests assistance in enrolling in an adult literacy education program is entitled to reasonable accommodation and assistance by his or her employer. This assistance includes providing unpaid leave to attend literacy classes if the employee is unable to attend a class outside of the employee's regular work hours. To be entitled to the unpaid leave, the Agency will request proof of enrollment in an adult literacy education program.
- 11.28.00 VOLUNTEER FIREFIGHTER LEAVE. The Agency will provide unpaid time off to registered volunteer firefighters to perform emergency duty. A volunteer firefighter is any person who is registered as a volunteer member of a regularly organized fire department of a city, unincorporated town, county, city and county or district that is officially recognized by the local government in which the department is located. Leave can be taken any time for emergency duty. No leave is required for non-emergency duty, such as training. The employee must notify his or her supervisor of his or her status as a volunteer firefighter and provide verification of that status in order to be eligible for this leave.

12.00.00 HOLIDAYS

12.01.00 HOLIDAYS OBSERVED. Holiday leave is paid for all EMPLOYEES who are on paid leave status or work the workday before and the workday after the following scheduled holidays:

New Year's Day
Martin Luther King
President's Day (holiday will match the day taken by the school district-where two or more holidays are observed the center workers will decide which day they prefer)
½ day Spring Break (Good Friday)
Memorial Day
July 4th
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Choice of ½ day on either New Year's Eve or Christmas Eve
Christmas Day

*Holidays occurring during an EMPLOYEE's annual layoff shall not be paid.

**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.

12.02.00 HOLIDAY PAY

12.02.01 EMPLOYEE'S HOLIDAY PAY. EMPLOYEES' holiday pay shall be based upon their regularly scheduled work hours.

12.02.02 HOLIDAY PAY DURING WINTER BREAK. During the winter break, an EMPLOYEE who is on paid leave or works the workday before and the workday after the scheduled break, shall be paid for the half-day Winter Holiday (Christmas Eve or New Year's Eve), Christmas Day, and New Year's Day. The half-day Spring Holiday follows the same standard as above.

12.02.03 HOLIDAY PAY RATE (IF WORKING). If an EMPLOYEE is authorized to work and does so on any holiday, he/she shall receive both holiday pay and time and one half (1 ½) for all time worked.

- 13.00.00 DISCHARGE AND DISCIPLINE.
- 13.01.00 CORRECTIVE DISCIPLINE. The AGENCY is in agreement with the tenets of progressive and corrective discipline. Regular EMPLOYEES shall be neither disciplined nor discharged without just cause.
- 13.02.00 ADMINISTRATION OF DISCIPLINE. Any disciplinary action against an EMPLOYEE shall be done in a manner that will not embarrass the EMPLOYEE before other EMPLOYEES or before the public.
- 13.03.00 PRESENCE OF A UNION STEWARD. The AGENCY acknowledges the right of a bargaining unit member to have a UNION steward present during any disciplinary process, including investigation interviews that might lead to discipline. If the purpose of an interview relates to the disciplinary process, the EMPLOYEE shall be so advised and may request a delay to allow notification of a UNION steward. Stewards shall be allowed a reasonable amount of time to conference with the affected EMPLOYEE prior to entering the meeting.
- 13.04.00 CAUSES FOR DISCIPLINE. The AGENCY shall discipline bargaining unit members for just cause only. The discipline shall be reasonably related to the seriousness of the offense. One or more of the following causes shall be grounds for discipline:
- A. Violation of local, state or federal laws while on duty or use of authority of position;
 - B. Violation of the Personnel Rules and Regulations, the AGENCY's Mission and Value Statements,
 - C. Unsatisfactory job performance;
 - D. Insubordination (defined as failure to accept or recognize authority of a supervisor and lack of professional conduct or communication);
 - E. Disclosure of confidential information to unauthorized/inappropriate persons;
 - F. Falsification of any documents submitted by an employee to the AGENCY;
 - G. Unauthorized removal of Agency property, including donations;
 - H. Incompetence, such as the inability to comply with the minimum standard of an EMPLOYEE's position;
 - I. Inefficiency or inexcusable neglect of duty, such as the failure to perform duties required of an EMPLOYEE within his or her position;
 - J. Dishonesty;
 - K. Embezzlement;
 - L. Under the influence of alcohol or illegal drugs or narcotics while on duty;
 - M. Excessive or inexcusable absenteeism and/or tardiness without leave;
 - N. Misuse or abuse of sick leave;

- O. Conviction of a felony or of a misdemeanor involving moral turpitude as defined by California law;
- P. Inability or unwillingness to complete assignments in an accurate and timely fashion;
- Q. Discourteous treatment of the public or other EMPLOYEES;
- R. Improper political activity while on duty or while utilizing AGENCY property;
- S. Misuse of State or AGENCY property;
- T. Fraud in securing employment;
- U. Receiving gifts, money or gratuities in excess of \$10.00 from persons receiving benefits or services from the AGENCY, or performing services under contract, or otherwise in a position to benefit from an EMPLOYEE action.

13.05.00 NOTICE OF DISCIPLINARY ACTION. When a supervisor/manager believes there is just cause for disciplinary action against an EMPLOYEE, the supervisor shall give the EMPLOYEE a written notice of the proposed action. Notification to a regular EMPLOYEE of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the EMPLOYEE or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the EMPLOYEE. It is the EMPLOYEE's obligation to notify the AGENCY of changes in address. Notification to the EMPLOYEE shall contain the following:

- A. A statement of the cause and of the specific acts and omissions upon which the disciplinary action is based.
- B. If it is claimed that the EMPLOYEE has violated a rule or regulation of the AGENCY, a reference to the specific rule or regulation.
- C. A statement of the action proposed.
- D. A statement that the EMPLOYEE has a right to appeal such a decision and charges if demanded within five (5) working days after verification of receipt that it was mailed.
- E. Timeframes may be extended by mutual agreement.

13.06.00 DISCIPLINARY ACTION RESPONSE. An EMPLOYEE, upon receipt of the proposed action, shall have five (5) working days to respond to the proposed action. The response should include the following:

- A. The response shall be in writing as specified in Section 13.07.01.
- B. The response shall be submitted to the Human Resources Director.
- C. The EMPLOYEE's statement of intent to pursue the grievance.

13.07.00 FORMS OF PROGRESSIVE DISCIPLINE. Progressive Discipline will follow the AGENCY's Progressive Discipline Policy. Progressive Discipline under this section is subject to the grievance process except verbal correction.

13.07.01 VERBAL CORRECTION. Verbal correction is a written document of a conversation between supervisor and EMPLOYEE for corrective behavior. A verbal correction shall not be considered as a disciplinary action and as such, is not subject to the grievance process. Any verbal correction will be placed in the EMPLOYEE's personnel file. An EMPLOYEE may submit a written response within five (5) days of notice. Written response to the verbal correction is to be filed along with the verbal correction in the EMPLOYEE's personnel file. After one (1) year, the specified verbal correction will no longer be considered in relation to the progressive discipline.

13.07.02 VERBAL CORRECTION PROCEDURE. The following is the implementation of a Verbal Correction Notice.

- A. A supervisor requesting Verbal Correction against an EMPLOYEE must submit to the Human Resources Director a written report of the EMPLOYEE's action(s) or behavior(s) as the supervisor intends to present it to the EMPLOYEE which shall include:
 - 1. Incident.
 - 2. Nature of Incident that describes the action(s) or behavior(s) that best fits the incident.
 - 3. The supervisor's remarks should be a clear and concise statement of the reasons for the Verbal Correction Notice. If a witness statement is appropriate, it should be added.
 - 4. A statement advising the EMPLOYEE of his/her right to respond within five (5) days, either verbally and/or in writing, to the Human Resources Director, noting a copy of the Verbal Correction Notice should be included with the response.
- B. This Verbal Correction Notice shall be reviewed by the Human Resources Director and modified, approved, or denied.
- C. After the approval, the Verbal Correction Notice shall be returned to the initiating supervisor.
- D. The initiating supervisor (Human Resources Director can assist if requested) should personally serve the EMPLOYEE the Verbal Correction Notice. It is suggested that the supervisor read the Verbal Correction Notice aloud to avoid any confusion during the meeting with the EMPLOYEE.
- E. The EMPLOYEE will be given an opportunity to respond and develop a method of improvement at the meeting. The supervisor should incorporate the EMPLOYEE's suggestions for improvement. The Verbal Correction Notice, with the improvement plan attached, will be given to the EMPLOYEE along with the expected goal(s).
- F. The supervisor will request that the EMPLOYEE sign the notice at the end of the improvement plan development and discussion. All Verbal Correction Notices will end with this statement:

"Your signature acknowledges receipt of this Verbal Correction Notice and not your admission of guilt. Your refusal to sign will not prevent this document from being placed in your personnel file. If you wish to submit

a written response, address your comments to the Human Resources Director within five (5) working days.”

- G. The AGENCY maintains its official EMPLOYEE personnel files in the Human Resources Office, and only those Verbal Correction Notices filed with the Human Resources Office will be considered valid.

13.07.03 WRITTEN WARNING. A written warning serves as formal notice that a serious infraction has occurred or that the directives outlined in a previous verbal correction were breached. After one (1) year, the specified written warning will no longer be considered in relation to the progressive discipline.

13.07.04 FINAL WRITTEN WARNING. A final written warning serves as a last warning prior to possible termination between the AGENCY and EMPLOYEE.

13.07.05 DISCHARGE. Discharge means the EMPLOYEE is terminated from employment with the AGENCY.

13.08.00 IMMEDIATE DISCIPLINARY ACTION. Disciplinary action, up to and including termination, may be taken without prior notice in cases where it is indicated that the EMPLOYEE's continued presence at the work site could have detrimental consequences as determined by the Head Start Director or designee. In such cases, notice shall be provided within a reasonable time, normally 48 to 72 hours, after the fact.

13.09.00 INVESTIGATORY/ADMINISTRATIVE LEAVE. Due to special circumstances, the Executive Director and/or designee may find it necessary to place an EMPLOYEE on a special leave status, with or without pay, as warranted by special circumstances. The UNION shall be notified of such leave when the EMPLOYEE is so notified. The leave has a thirty (30) calendar day limit; anything after thirty (30) calendar days must be by mutual agreement. If an agreement can not be reached, the extension will not be granted. If the EMPLOYEE is cleared of charges, the EMPLOYEE shall be made whole.

- 14.00.00 EMPLOYEE GRIEVANCE PROCEDURES.
- 14.01.00 POLICY. The AGENCY is committed to enhancing the dignity of the individual, enforcing the rights and responsibilities of EMPLOYEES, and providing a safe and healthy workplace. The AGENCY has defined two types of grievances; Employee Disciplinary Grievance and Contract Interpretation Grievance. A grievance procedure has been developed for each type of grievance. Each procedure is designed to assist EMPLOYEES in resolving difficulties or disagreements which arise from their employment. Grievances should be resolved fairly, humanely, and as quickly as possible. Retaliation against anyone filing a grievance in good faith is a violation of this policy, as is the specious, bad-faith filing of a grievance.
- 14.02.00 DEFINITIONS OF TWO TYPES OF EMPLOYEE GRIEVANCE PROCEDURES.
- 14.02.01 EMPLOYEE DISCIPLINARY GRIEVANCE. An Employee Disciplinary Grievance is hereby defined to be a complaint on the part of any regular EMPLOYEE that there has been a violation of the EMPLOYEE's contractual rights with respect to a disciplinary action of a written warning, a final written warning, and/or dismissal. Probationary, provisional, substitute, and temporary EMPLOYEES are not covered by this policy. Exception: If any action that would affect an EMPLOYEE's regular status while temporarily working in provisional, substitute, and temporary status, he/she will have the right to due process as a regular EMPLOYEE.
- 14.02.02 CONTRACT INTERPRETATION. A Contract Interpretation Grievance is hereby defined to be a complaint on the part of any regular EMPLOYEE or group of such EMPLOYEES that there has been, on the part of the AGENCY, noncompliance with or a misinterpretation of any of the provisions of this MEMORANDUM, or written policies of the AGENCY governing or affecting its EMPLOYEES. A Contract Interpretation Grievance shall not include any claim subject to the Employee Disciplinary Grievance Procedure.
- 14.03.00 INTENT. It is the intent of the parties to resolve grievances at the lowest practicable level and as promptly as possible. Whenever practical, the EMPLOYEE and the UNION will speak with the direct supervisor before writing a grievance. EMPLOYEE(S) shall have the right to UNION representation at all steps of the grievance procedure.
- 14.04.00 TIME FRAMES. Any grievance initiated or pursued within the time limits set forth will be considered settled on the basis of the last timely answer by the AGENCY. Failure by the AGENCY to meet the time limits allows the grievance to proceed to the next step of the Employee Disciplinary Grievance Procedure. Whenever possible, the parties will attempt to reduce the response to filing times in order to expedite the process.
- 14.04.01 TIME FRAME EXTENSION. Timeframes may be extended by mutual consent.
- 14.05.00 EMPLOYEE DISCIPLINARY GRIEVANCE PROCEDURE.
- 14.05.01 DEFINITION OF GRIEVABLE MATTERS. A grievance is a complaint or dispute relative to an EMPLOYEE's employment including:

- A. Disciplinary actions that result from: policy/procedure violation, performance transgression, behavior/conduct infraction, absenteeism and tardiness.
- B. Discipline that is discriminatory.

14.06.00 EMPLOYEE DISCIPLINARY GRIEVANCE PROCEDURE STEPS.

14.06.01 STEP I - SUPERVISOR LEVEL(WHEN PRACTICAL). An EMPLOYEE(S) who has a grievance shall discuss the complaint or dispute directly with his/her immediate supervisor within five (5) workdays following the occurrence of the event or knowledge of the incident on which the complaint/dispute is based. The EMPLOYEE may have his/her UNION representative present during this process. The grievance need not be reduced to writing at this time. The supervisor shall give the EMPLOYEE an oral reply or answer within three (3) working days of the date of the presentation of the complaint/dispute. The supervisor shall forward to the Human Resources Director a written report detailing the initial steps taken to resolve the complaint or dispute. A copy of the report shall be provided to the grievant.

14.06.02 STEP II - FIRST LEVEL MANAGER. If the reply or answer of the supervisor does not resolve the grievance, the EMPLOYEE may file a written grievance with the Human Resources Director within five (5) working days after Step I. The written grievance must be dated and time stamped. The Human Resources Director shall contact the first level manager at the time of receipt of the grievance. The written grievance shall contain a clear written statement of the nature of the grievance. The complaint should contain the following:

- A. Date, grievant's name, classification, program, work site, address, phone number, and name of UNION representative.
- B. The name of the person who initiated the incident or activity.
- C. The date(s) of the incident or activity, or when the grievant became aware of the problem.
- D. A brief statement of the incident, act, problem, or concern.
- E. Name(s) of the applicable witness(es) to the alleged incident/act.
- F. If applicable, cite the section of the MEMORANDUM which was violated.
- G. Summary of efforts to resolve complaint at the point of origin.
- H. Signed by the grievant.
- I. A proposed remedy.

Within three (3) working days of receipt of the grievance, the first level manager shall arrange a meeting with the EMPLOYEE and his/her UNION representative in an attempt to resolve the grievance. It is the responsibility of the first level manager to provide a written response to the grievant within three (3) working days after such meeting. A copy of the manager's response shall be forwarded to the Human Resources Director. The response shall indicate the next level of management for appeal purposes.

- 14.06.03 STEP III - NEXT LEVEL MANAGER. If the reply or answer of the first level manager does not resolve the grievance, the grievant may request, within five (5) working days after receipt of the first level manager's written response (copies to be forwarded to Human Resources Director), to meet with the next level manager. The request must be submitted to the Human Resources Director dated and time stamped. The Human Resources Director shall contact the next level manager at the time of receipt of the request. The next level manager shall arrange a meeting within three (3) working days with the EMPLOYEE and his/her UNION representative in an attempt to resolve the grievance. The request must list the issues that remain unresolved from Step II. A written response to the grievant is due within three (3) working days of such meeting. A copy of the next level manager's response shall be forwarded to the Human Resources Director. The written response by the next level manager shall indicate the next level of management for appeal purposes.
- 14.06.04 STEP IV - HEAD START DIRECTOR LEVEL. If the reply or answer of the next level manager does not resolve the grievance, the grievant may request, within five (5) working days after receipt of the next level manager's written response, a review of the grievance by the Head Start Director. The request must be submitted to the Human Resources Director. The request must be dated and time stamped. The Human Resources Director shall contact the Head Start Director at the time of the receipt of the request. The request must list the issues that remain unresolved from Step III. The Head Start Director shall meet with the grievant and his/her UNION representative within five (5) working days after receipt of the written request. A written reply or answer by the Head Start Director shall be sent or delivered to the grievant within five (5) working days of such meeting. A copy of the Head Start Director's response shall be forwarded to the Human Resources Director and Executive Director.
- 14.06.05 STEP V - EXECUTIVE DIRECTOR LEVEL. If the Head Start Director Level fails to resolve the grievance, the grievant may request, within five (5) working days after receipt of the Head Start Director's written response, a review of the grievance by the Executive Director in an attempt to resolve the grievance. Such request shall be made in writing to the Human Resources Director by the grievant. The request must be dated and time stamped. The Human Resources Director shall contact the Executive Director at the time of receipt of the request. The request must list the issues that remain unresolved from Step IV. The Executive Director or designee shall meet with the grievant within five (5) working days.
- The grievant may be represented by either a UNION representative or legal counsel who may advise the grievant. If the grievant is represented by legal counsel, the Executive Director will likewise be represented by counsel. The Head Start Director shall provide the Executive Director with a written statement of the facts and the department's actions taken to resolve the complaint or dispute. The Executive Director shall meet with the grievant and the UNION, and within five (5) working days, deliver to the grievant a written response containing the Executive Director's decision.
- 14.06.06 STEP VI – MEDIATION. If Step V fails to resolve the grievance, the grievant may request State Mediation and Conciliation Services (SMCS). SMCS is an impartial agency established to promote sound UNION-AGENCY relations. Requests for mediation shall be made in writing to the Human Resources Director within five (5) working days after the date of the written response of the

Executive Director. It is the intent of the parties that the grievance mediation session begins as soon as possible, consistent with the mediator's schedule.

The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have the authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by the AGENCY, the UNION, and the grievant.

The mediator may, but is not required to, provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.

All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in pursuing this grievance.

- 14.06.07 STEP VII - TRIPARTITE ARBITRATION PANEL. If the UNION representative is not satisfied with the decision by the mediator at Step VI of the grievance procedure, the UNION representative may request the matter to be referred to a Tripartite Arbitration Panel at anytime within fifteen (15) workdays after said decision has been made at Step VI in a written demand that the Tripartite Arbitration Panel give its opinion and make its determination with respect to the said grievance.
- The Tripartite Arbitration Panel shall fix a date for the hearing with at least fourteen (14) workdays notice to the AGENCY and to the EMPLOYEE or his/her representative, at which the EMPLOYEE and his/her representative, and a representative of the AGENCY, shall be on hand to present both sides of the controversy.
- 14.07.00 EMPLOYEE DISCIPLINARY GRIEVANCE -TRIPARTITE ARBITRATION PANEL PROCEDURE.
- 14.07.01 TRIPARTITE ARBITRATION PANEL COMPOSITION. The Panel shall consist of three (3) arbitrators: one (1) to be designated by the CAPMC Board of Directors, one (1) to be designated by the UNION, and one (1) to serve as Chairperson and to be designated by the other two (2) arbitrators.
- A. All three (3) arbitrators shall be individuals of good reputation and standing within their community; shall not be associated with any AGENCY programs or SEIU; and shall not be affiliated (either through blood or marriage) with any Regional/Migrant/ Seasonal Head Start Policy Council/Committee members, staff members of CAPMC, or SEIU.
 - B. The third arbitrator shall be a person of impartial judgment and good reputation and shall have none of the above affiliations. The third arbitrator shall also have knowledge of federal regulations and the law in general.
 - C. No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 14.07.02 FAILURE TO NAME A THIRD ARBITRATOR. The two (2) arbitrators chosen shall agree on a third arbitrator. If the two (2) arbitrators are unable to agree on a third arbitrator to serve on the panel within ten (10) calendar days after the

designation of the second arbitrator, then the CAPMC Board of Directors will appoint the third arbitrator from a list of potential arbitrators provided by the State Mediation and Conciliation Services.

14.07.03 SCHEDULING ARBITRATION. The three (3) person arbitration panel shall schedule the arbitration hearing within fourteen (14) calendar days after the designation of the third arbitrator. This time frame may be extended by mutual agreement.

The hearing shall be held in a mutually agreed upon setting with consideration for the convenience of the parties, but not at the AGENCY'S offices.

14.07.04 TRIPARTITE ARBITRATION PANEL DUTIES. The duty of the arbitration panel is to resolve the issues in dispute as expeditiously and fairly as possible at the minimum expense to the parties involved. The proceedings of the arbitration panel shall consist of:

- A. At the request of the Tripartite Arbitration Panel, such witnesses, records, and other documentary evidence as may be required, shall be produced.
- B. All witnesses shall take an appropriate oath or affirmation prior to testifying.
- C. Oral presentation of the AGENCY's position.
- D. Oral presentation of the UNION's position.
- E. Response by both parties to such questions as the Panel wishes to ask.
- F. Informal cross-examination of each party by the other within the limits allowed by the Panel.
- G. Such additional presentation of oral or written materials as the Panel deems necessary to fully apprise it of relevant facts for an informed decision. The parties may suggest to the Panel additional relevant witnesses or material that would be helpful to the Panel.
- H. If the Panel needs additional materials (such as budget statements, Head Start regulations, CAPMC records, or other materials of that nature), the CAPMC Board of Directors has the duty to provide the Panel with such documents within a time limit in which a reasonable person acting in good faith could have provided the information.

14.07.05 COMPROMISE. The arbitration procedure does not preclude the parties from resolving their differences and reaching a settlement if no final decision has been issued by the Panel.

14.07.06 STANDARD OF CONDUCT. Both parties are obligated to operate in good faith before and during the proceedings. Neither party may communicate with the arbitrators once the Panel has been selected except at formal meetings attended by all parties. Any attempt to intimidate an arbitrator shall result in a default judgment against the party guilty of it.

Refusal to comply with directions, or continued use of delaying tactics or other obstructive tactics by any person at the hearings shall constitute grounds for

immediate exclusion of such person from the hearing by the Chairperson of the Arbitration Panel.

14.07.07 REPRESENTATION OF THE PARTIES AT THE HEARING. CAPMC Board of Directors and the UNION shall designate only one (1) of its members to represent them at the proceedings and to present their case. To facilitate communication, a translator will be present at all hearings and will be required to translate oral statements and such documents as are needed. Either representative may be assisted by translation for clarification purposes.

14.07.08 POST-HEARING PROCEDURES AND DECISIONS.

- A. The Tripartite Arbitration Panel shall issue its decision in writing within fourteen (14) calendar days after the hearings are concluded. The decision shall be in writing in the languages appropriate to the parties involved and shall be forwarded to the CAPMC Board of Directors and UNION within fourteen (14) calendar days of the conclusion of the hearings.
- B. Costs of travel, per diem for all parties, salary, and payment for the third arbitrator and interpreters shall initially be paid by the AGENCY from Regional/Migrant/Seasonal Head Start funds.
- C. Review by CAPMC Board of Directors and Policy Council/Committee. All Tripartite Arbitration Panel decisions on EMPLOYEE disciplinary issues are subject to review and acceptance by the CAPMC Board and Policy Council/Committee.

The Board of Directors and Policy Council/Committee shall have thirty (30) calendar days from receipt of the Tripartite Arbitration Panel's decision to issue a written decision accepting, rejecting or modifying the Tripartite Arbitration Panel's decision unless the parties agree to a mutually agreed upon alternate decision.

In making its decision, the Board and Policy Council/Committee shall be bound by the factual findings of the Tripartite Arbitration Panel.

If the Board and Policy Council/Committee rejects or modifies the Tripartite Arbitration Panel's recommendation, the Board and Policy Council/Committee shall specify the reason or reasons why the recommendation is rejected in a written statement which shall have direct references to the facts found and shall specify whether the material factual findings are supported by substantial evidence. The Board and Policy Council/Committee may only reject or modify the recommendation of the Tripartite Arbitration Panel for any of the following reasons:

1. The recommendation places an EMPLOYEE, the children, or the public at an unacceptable risk of harm from an objective point of view.
2. The recommendation obstructs the AGENCY from performing its mandated regulatory functions from an objective point of view.
3. From an objective point of view, and applied by the Board and Policy Council/Committee in a good faith manner, the recommendation exposes the Board to present and future

financial or legal liability other than the financial liability of the actual remedy proposed by the Tripartite Arbitration Panel.

The decision of the Board and Policy Council/Committee shall be final and binding.

14.08.00 CONTRACT INTERPRETATION GRIEVANCE PROCEDURE.

14.08.01 CONTRACT INTERPRETATION GRIEVANCE PROCEDURES DEFINITION. A Contract Interpretation Grievance is hereby defined to be a complaint on the part of any covered EMPLOYEE or group of such EMPLOYEES that there has been, on the part of Management, noncompliance with, or a misinterpretation of, any of the provisions of this MEMORANDUM, or written policies of the AGENCY governing or affecting its EMPLOYEES. A Contract Interpretation Grievance shall not include any claim subject to the Employee Disciplinary Grievance Procedure.

14.08.02 CONTRACT INTERPRETATION GRIEVANCE PROCEDURE. An EMPLOYEE or UNION representative who has a grievance shall file a written grievance with the Human Resources Director within thirty (30) calendar days from the time a grievance arose. The written grievance should contain a clear written statement of the nature of the grievance. The complaint should contain the following:

- A. Date, grievant's name, classification, program, work site, address, phone number, and name of UNION representative.
- B. Cite the noncompliance with or a misinterpretation of any of the provisions of the SEIU/CAPMC Memorandum of Understanding or written policies of the AGENCY governing or affecting its employees, citing the section and article number of the AGENCY's written policy.
- C. The date(s) of the incident or activity, or when the grievant became aware of the problem.
- D. Name(s) of the applicable witness(es) to the alleged violation.
- E. Summary of efforts to resolve complaint at the point of origin.
- F. Signature of the grievant.
- G. A Proposed Remedy.

The Human Resources Director shall date and time stamp the receipt of the complaint. A Contract Interpretation Grievance which is filled with the statement of facts that alleges a complaint as defined by sub-section 14.08.02, B above, but which fails to specifically cite the alleged violation shall be returned to the filing party for correction and refiling. Refiling shall be within five (5) working days and such grievance shall be deemed as filed effective on the original filing date, except that the time period for processing such grievance shall commence at refiling.

A Contract Interpretation Grievance which is amended at any step to effectively change the subject of the complaint shall be refiled as a new grievance.

14.09.00 CONTRACT INTERPRETATION GRIEVANCE STEPS.

14.09.01 STEP I. An EMPLOYEE or his/her UNION representative shall be permitted within thirty (30) calendar days from the time a grievance arose to request, in writing, to be heard at the departmental level by the Head Start Director or his/her designee. The grievance shall be scheduled to be heard within thirty (30) calendar days after receipt of the written request by the EMPLOYEE's Department Head or designee. The EMPLOYEE will be accompanied at this meeting by his/her UNION representative. The decision on the appeal will be rendered to the EMPLOYEE and his/her UNION representative within fifteen (15) calendar days after the meeting.

Where three (3) or more EMPLOYEES in one department have a similar grievance, the Department Head or his/her designee shall order an informal hearing and render his/her decision within ten (10) workdays.

14.09.02 STEP II. In the event that the matter is not satisfactorily adjusted with the Department Head, the EMPLOYEE or his/her UNION representative may, within five (5) workdays after the receipt of written notification from the Head Start Director of his/her decision, submit the dispute in writing, by completing a form provided by the AGENCY, to the Executive Director or his/her designee. The appeal shall be scheduled to be heard by the Executive Director or his/her designee within twenty-five (25) calendar days after the receipt of the written request. The Executive Director or designee shall, within twenty (20) calendar days after such hearing is closed, render his/her decision in writing.

Where a grievance concerning three (3) or more EMPLOYEES in one department are processed through the expedited Step I procedure set forth above, an appeal by the UNION to Step II shall be scheduled to be heard within ten (10) workdays after the decision is received.

14.09.03 STEP III. If the UNION representative is not satisfied with the decision on the Contract Interpretation Grievance at Step II of the grievance procedure, the UNION representative may request the matter to be referred to a Tripartite Arbitration Panel at anytime within fifteen (15) workdays after said decision has been received at Step II in a written demand that the Tripartite Arbitration Panel give its opinion and make its determination with respect to the said grievance.

The AGENCY may also submit to the Tripartite Arbitration Panel for its opinion and determination any complaint arising solely out of the interpretation, application, breach, or claim of breach of the provisions of this MEMORANDUM. The Tripartite Arbitration Panel shall fix a date for the hearing with at least fourteen (14) workdays notice to the AGENCY and to the EMPLOYEE and his/her representative, at which the EMPLOYEE, and his/her representative, and a representative of the AGENCY, shall be on hand to present both sides of the controversy.

The Executive Director may, at any time, on his/her own motion review any decision at Step I, and may overrule or modify said decision after first giving the EMPLOYEE or EMPLOYEES who are affected thereby, and his/her or their UNION representative an opportunity to be heard.

14.10.00 CONTRACT INTERPRETATION GRIEVANCE - TRIPARTITE ARBITRATION PANEL PROCEDURE.

14.10.01 TRIPARTITE ARBITRATION PANEL COMPOSITION. The Panel shall consist of three (3) arbitrators: one (1) to be designated by the CAPMC Board of

Directors, one (1) to be designated by the UNION, and one (1) to serve as Chairperson and to be designated by the other two (2) arbitrators.

- A. All three (3) arbitrators shall be individuals of good reputation and standing within their community; shall not be associated with any AGENCY programs or SEIU; and shall not be affiliated (either through blood or marriage) with any Regional/Migrant/ Seasonal Head Start Policy Council/Committee members, staff members of CAPMC, or SEIU.
- B. The third arbitrator shall be a person of impartial judgment and good reputation and shall have none of the above affiliations. The third arbitrator shall also have knowledge of federal regulations and the law in general.
- C. No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.

14.10.02 FAILURE TO NAME A THIRD ARBITRATOR. The two (2) arbitrators chosen shall agree on a third arbitrator. If the two (2) arbitrators are unable to agree on a third arbitrator to serve on the panel within ten (10) calendar days after the designation of the second arbitrator, then the CAPMC Board of Directors will appoint the third arbitrator from a list of potential arbitrators provided by the State Mediation and Conciliation Services.

14.10.03 SCHEDULING ARBITRATION. The three (3) person arbitration panel shall schedule the arbitration hearing within fourteen (14) calendar days after the designation of the third arbitrator. This timeframe may be extended by mutual agreement.

The hearing shall be held in a mutually agreed upon setting with consideration for the convenience of the parties, but not at the AGENCY's offices.

14.10.04 TRIPARTITE ARBITRATION PANEL DUTIES. The duty of the arbitration panel is to resolve the issues in dispute as expeditiously and fairly as possible at the minimum expense to the parties involved. The proceedings of the arbitration panel shall consist of:

- A. At the request of the Tripartite Arbitration Panel, such witnesses, records, and other documentary evidence as may be required, shall be produced.
- B. All witnesses shall take an appropriate oath or affirmation prior to testifying.
- C. Oral presentation of the AGENCY's position.
- D. Oral presentation of the UNION's position.
- E. Response by both parties to such questions as the Panel wishes to ask.
- F. Informal cross-examination of each party by the other within the limits allowed by the Panel.
- G. Such additional presentation of oral or written materials as the Panel deems necessary to fully apprise it of relevant facts for an informed

decision. The parties may suggest to the Panel additional relevant witnesses or material that would be helpful to the Panel.

- H. If the Panel needs additional materials (such as budget statements, Head Start regulations, CAPMC records, or other materials of that nature), the CAPMC Board of Directors has the duty to provide the Panel with such documents within a time limit in which a reasonable person acting in good faith could have provided the information.

14.10.05 COMPROMISE. The arbitration procedure does not preclude the parties from resolving their differences and reaching a settlement if no final decision has been issued by the Panel.

14.10.06 STANDARD OF CONDUCT. Both parties are obligated to operate in good faith before and during the proceedings. Neither party may communicate with the arbitrators once the Panel has been selected except at formal meetings attended by all parties. Any attempt to intimidate an arbitrator shall result in a default judgment against the party guilty of it.

Refusal to comply with directions, or continued use of delaying tactics or other obstructive tactics by any person at the hearings shall constitute grounds for immediate exclusion of such person from the hearing by the Chairperson of the Arbitration Panel.

14.10.07 REPRESENTATION OF THE PARTIES AT THE HEARING. CAPMC Board of Directors and the UNION shall designate only one (1) of its members to represent them at the proceedings and to present their case. To facilitate communication, a translator will be present at all hearings and will be required to translate oral statements and such documents as are needed. Either representative may be assisted by translation for clarification purposes.

14.10.08 POST HEARING PROCEDURES AND DECISIONS.

- A. The Tripartite Arbitration Panel shall issue its decision in writing within fourteen (14) calendar days after the hearings are concluded. The decision shall be in writing in the languages appropriate to the parties involved and shall be forwarded to the CAPMC Board of Directors and UNION within fourteen (14) calendar days of the conclusion of the hearings.
- B. The final decision shall be binding on both parties, and there shall be no appeal.
- C. The CAPMC Board of Directors and the UNION representative are parties to the arbitration hearings.
- D. Costs of travel, per diem for all parties, salary, and payment for the third arbitrator and interpreters shall initially be paid by the AGENCY from Regional/Migrant/Seasonal Head Start funds.

- 15.00.00 LABOR MANAGEMENT COMMITTEE.
- 15.01.00 LABOR MANAGEMENT COMMITTEE PURPOSE. The goal of the Labor Management Committee (LMC) is to provide a forum through which labor and management representatives can work to promote and maintain good and harmonious labor/management relations and help promote a climate of constructive employee and AGENCY relations to better serve the program's children and families, and to assist EMPLOYEES and the AGENCY in solving problems of mutual concern not susceptible to resolution within the collective bargaining process..
- 15.02.00 MEMBERSHIP. The Labor Management Committee shall consist of eight (8) members, four (4) appointed by the Union and four (4) appointed by the AGENCY. Both parties shall have the flexibility to appoint different members depending on the needs of the parties or items to be addressed by the LMC.
- 15.03.00 AUTHORITY. The Labor Management Committee shall have the responsibility of directing activities necessary to promote the objectives of the Labor Management Committee. The Labor Management Committee shall not have the authority to change, delete, or modify any terms of the existing MEMORANDUM with the Union or to settle grievances.
- 15.04.00 MEETINGS. The Labor Management Committee shall meet quarterly, or at any other intervals mutually agreeable to the parties. The parties shall exchange agenda items at least forty-eight (48) hours prior to any scheduled meeting date. The meeting shall last no more than two (2) hours except by mutual consent.
- 15.05.00 MINUTES. Minutes shall be kept for each meeting. Minutes shall be approved by the parties and shall be posted at all sites and available to all employees.
- 15.06.00 COMPENSATION. Labor Management Committee members shall not suffer loss of pay for travel to and from and attendance at the meetings. Overtime shall not be paid, and compensatory time-off shall not accrue if the meeting and travel time exceed the employees' regularly scheduled workday. Mileage will be reimbursed upon submittal of a mileage reimbursement form. EMPLOYEES slated to attend Labor Management Committee meetings shall provide 48 hours advance notice to their direct supervisor for release if needed.
- 15.09.00 DURATION OF LABOR MANAGEMENT COMMITTEE. Should the Labor Management Committee not be established by August 1, 2009, Section 15.00.00 of this MEMORANDUM shall be considered null and void.

- 16.00.00 STAFF DEVELOPMENT AND TRAINING.
- 16.01.00 STAFF DEVELOPMENT AND TRAINING PHILOSOPHY. One of the most important determinations of program excellence is the presence of a well trained, qualified staff. In order for EMPLOYEES to do their jobs effectively and to meet the changing needs of the children and families served, the AGENCY has a system that supports EMPLOYEES in a process of continuous learning. The AGENCY has implemented a Staff Development and Training Program (SDTP) for continuous learning, addressing program philosophy and individual job requirements. The SDTP is designed to help build relationships among EMPLOYEES and assist EMPLOYEES in acquiring or increasing the knowledge and skills needed to fulfill their job responsibilities. The AGENCY believes staff training and development is a continuous process, individualized to meet the goals of each staff member.
- 16.02.00 EDUCATION PLANS/LEARNING PLANS. Education/Learning Plans are consistent with the spirit of current Head Start Performance Standards. Education Plans (EP) will be required for Unit A. All plans will be reviewed and updated annually. EMPLOYEES with BA/BS degrees in Unit A are exempt.
- 16.03.00 FUNDING AVAILABILITY. Based on the Head Start School Readiness Coordination Act priority will be given to Head Start teaching staff to fulfill their educational plan.
- 16.04.00 PROFESSIONAL CONFERENCES. An EMPLOYEE may, with prior written consent of the Head Start Director, attend professional conferences and training institutes without loss of pay. Expenses for these conferences may be paid by the AGENCY if within budgetary limitations and if in conformance with the requirements of the funding source. Wherever possible, EMPLOYEES from a wide variety of classifications will have the opportunity to attend conferences.
- 16.05.00 MANDATORY TRAINING. If an EMPLOYEE is directed to attend any job-related workshop, or in-service training session as a condition of continued employment, such attendance shall be considered as time worked. The EMPLOYEE shall be paid at the appropriate rate of pay.
- 16.05.01 CPR/FIRST AID TRAINING. All EMPLOYEES will be required to have CPR/First Aid training, giving priority to teaching staff, bus drivers and CTM/Janitors. If there are more EMPLOYEES than available slots for training, then additional classes will be scheduled to accommodate the EMPLOYEES. In addition, training will generally be offered twice a year – during each program's preservice.
- 16.06.00 FINANCIAL ASSISTANCE FOR CONTINUING EDUCATION. The AGENCY firmly supports the efforts of individual EMPLOYEES to improve their job-related skills and knowledge, and to acquire the education necessary to enhance their career skills or prepare for career-related promotional opportunities. The CAPMC Financial Assistance for Continuing Education (FACE) represents one element of the AGENCY's investment in its workforce. Based on availability of funds, this program provides financial assistance for those costs that relate to the pursuit of a job-related educational activity. AGENCY reimbursement or advancement of funds is not to exceed \$200 for part-time students (11 units or less) and \$450 for full-time students (12 or more units) per semester. Health fees and other school materials such as notebooks and pencils are excluded from reimbursement.

FACE provides financial support for approved job-related educational activities through two (2) options: Financial Assistance Advancement and Financial Assistance Reimbursement as defined below.

Financial Assistance Advancement: EMPLOYEES are reimbursed before completing the course and meet Employee Eligibility Criteria.

Financial Assistance Reimbursement: EMPLOYEES are reimbursed after completing the course and meet Employee Eligibility Criteria.

16.07.00 FINANCIAL ASSISTANCE FOR CONTINUING EDUCATION GUIDELINES.

16.07.01 EMPLOYEE ELIGIBILITY CRITERIA.

- A. An EMPLOYEE who must complete the requirements or conditions of employment or requirements of advancement set forth by the Board of Directors or other mandated agency.
- B. An EMPLOYEE must have five (5) months continuous AGENCY service immediately prior to beginning course work, and otherwise meet all the requirements of the program.
- C. An EMPLOYEE must be working half-time (20 hours) or more and meet the continuous service requirement to be eligible for FACE. An EMPLOYEE working less than half-time (20 hours) or on an unpaid leave of absence is not eligible for FACE. An EMPLOYEE on full-time paid leave while attending school full-time is not eligible for FACE.
- D. An EMPLOYEE who is separated from AGENCY service due to seasonal layoff is eligible for FACE for six (6) months from the date of layoff.
- E. An EMPLOYEE must have an Education Plan and/or Learning Plan on file with Human Resources and the educational related activity follows the established Education Plan/Learning Plan.

16.07.02 PRIORITY OF FUNDS. Due to limited funds, a priority system has been established regarding financial aid and/or release from work to attend classes.

- A. The first priority of program funding is for those EMPLOYEES who are required to obtain a level of education to retain a position or meet new Federal/State mandates.
- B. The second priority for program funding is for EMPLOYEES who have met job requirements established by Federal mandates and have a desire to continue to pursue their education. Those EMPLOYEES who hold an AA/AS degree may be eligible for FACE until a BA/BS degree has been obtained.
- C. The third priority for program funding is for other EMPLOYEES who have an Education Plan and/or Learning Plan on file, the class or workshop is outlined in the plan, and if funds are available.

PROVISIONS OF FACE

- A. Based on availability of funds and priority of funds, reimbursable expenses are those costs that relate directly to the pursuit of an educational activity (i.e., tuition, textbooks, parking, and health fees). CAPMC FACE is not to exceed \$200 for part-time students (11 units or less) and \$450 for full-time students (12 or more units) per semester. Other school materials such as notebooks and pencils are excluded from reimbursement.
1. Effective March 1, 2009 – February 28, 2010 for Migrant/Seasonal Head Start and June 1, 2009 – May 31, 2010 for Regional Head Start, CAPMC will increase the maximum reimbursable amount to \$938.50 per semester for full-time and part-time students for expenses (i.e., tuition, textbooks, parking, and health fee) directly related to the pursuit of an educational activity that falls within the guidelines of section 16.06.00 – 16.07.08.
- B. Course work must meet one of the following criteria to be approved as career-related:
1. It directly prepares EMPLOYEES for advancement within the employee's current title series or occupation;
 2. It directly develops the administrative or management capacity of EMPLOYEES; or
 3. Matriculated, non-degreed EMPLOYEES are eligible for FACE for all subject area requirements of an undergraduate degree program, regardless of whether a specific course is career-related. Matriculated means formal acceptance and enrollment at an approved educational institution as a degree candidate.
- C. All EMPLOYEES applying for CAPMC FACE must have an Education Plan or Learning Plan completed and submitted to the Human Resources Office. (An Area Manager and Head Start Human Resources Assistant will be responsible for assisting Head Start EMPLOYEES with completing the Education Plan/Learning Plan.)
- D. Authorization from the Area Manager must be obtained in advance before taking classes for which the EMPLOYEE is seeking reimbursement, an advance, or payment of a stipend.
- E. If the AGENCY is requiring an EMPLOYEE to obtain a level of education to retain a position or meet new Federal/State mandates, the EMPLOYEE will be paid a stipend for time spent by the EMPLOYEE in class. This stipend will be based on the regular rate of the EMPLOYEE, but will not be considered "hours worked" for the payment of extra-time or overtime. If the classes are taken during normal work hours, the EMPLOYEE will be paid his/her normal rate of pay, but these hours will not be considered "hours worked" for any other purpose including, but not limited to, the payment of overtime.
- F. EMPLOYEES attending traditional colleges, universities, and/or community colleges on a part-time or full-time basis are eligible for FACE

based on units taken and cannot exceed two (2) semesters per year subject to advance written approval as set forth above.

- G. EMPLOYEES attending full-time accelerated programs are eligible for full-time FACE and cannot exceed the equivalent of three (3) semesters per calendar year subject to advance written approval by the Area Manager as set forth above.
- H. FACE is based on satisfactory completion of the course. Satisfactory completion is attainment of at least "C" grade for all course work.

16.07.04 SCHOOL DURING WORKING HOURS.

- A. Regular EMPLOYEES may be released from work to take courses offered by an accredited educational institution if the following conditions are met:
 - 1. Course is related to the work of the AGENCY;
 - 2. Permission in writing is obtained in advance from the Site Supervisor or Center Director. This benefit is at the discretion of the Site Supervisor or Center Director, with concurrence from the Head Start Director and it may not be unreasonably denied. Request for permission must be received by the established deadline to be considered;
 - 3. Completion of the requirements or conditions of employment or requirements of advancement set forth by the Board of Directors or other mandating agency. (For example: The Head Start School Readiness and Coordination Act requires that within three (3) years, all newly hired Head Start teachers must have a minimum of an Associate's degree.)
 - 4. Proof of enrollment in the course and course schedule shall be submitted by the EMPLOYEE to the Site Supervisor or Center Director.
 - 5. Time off must be used for actual attendance of the class; study time is not permitted.
 - 6. Eligible EMPLOYEES are entitled to time off for literacy leave as provided by California law. Any EMPLOYEE who desires time off to attend literacy classes should contact the Human Resources Director.
 - 7. Permission for such release shall not be unreasonably denied, and once granted, shall not be revoked during the semester except for just cause.
- B. Scheduling. First priority for scheduling adjustments to allow an EMPLOYEE time off to attend a class during work hours shall be for the senior EMPLOYEE who meets the criteria set forth in first priority of funding, and then in seniority order to other EMPLOYEES in the same circumstance. Second and then third priority will be given as described in Priority of Funds, following seniority.

- C. Priority of Scheduling of Educational Classes. Other EMPLOYEES may request scheduling adjustments in order to attend class and shall be accommodated to the degree practical in seniority order.
- D. Improving Educational Opportunities. Every reasonable effort will be made by the AGENCY to provide alternative means of education and training. These alternatives may include but are not limited to, in-service classes, on-line classes, district and community training, correspondence, and video classes.

16.07.05

ALTERNATIVE SOURCES OF TUITION SUPPORT. Prior to submitting an application for reimbursement, EMPLOYEES are expected to investigate and apply for all alternative sources of tuition support and financial assistance for which they may be eligible. FACE may be supplemental to other financial advancement for which EMPLOYEES qualify.

Alternative sources of financial aid include, but are not limited to, agency/facility tuition support programs, Pell Grants, Federal Supplemental Educational Opportunity Grants, California State Grants A and B, California State Educational Opportunity Grant, Veterans Administration Educational Benefits (GI Bill), and college stipends. Information about financial assistance programs may be obtained from college/university financial aid offices or the Human Resources Office.

EMPLOYEES receiving tuition support or financial assistance from any alternative source must report it and the amount on the application form. This amount will be deducted before computing the allowable FACE. EMPLOYEES who fail to report alternate sources and amounts of financial aid on the application will be liable for return of the FACE award, and they will face possible exclusion from future FACE program eligibility, and discipline up to and including termination.

16.07.06

EXCLUSIONS AND LIMITATIONS

- A. Not Completing Class/Training - If an EMPLOYEE is unable to complete a class during a given semester and the AGENCY has paid for the registration fee and/or textbooks, the following guidelines will be used:
 1. If an EMPLOYEE fails to complete the course, receives less than a "C" grade, or leaves employment prior to completion of the course, the EMPLOYEE will reimburse the AGENCY for the advanced funds through a pre-authorized payroll deduction.
 2. The second time in twelve (12) months an EMPLOYEE does not complete a class for which he/she have received AGENCY financial support, he/she is ineligible for support for one (1) semester and must complete a class on his/her own before he/she is eligible for further financial assistance. Program support funds must be returned.
 3. The third time in eighteen (18) months an EMPLOYEE does not complete a class for which he/she has received program financial support, he/she is ineligible for support for two (2) years, or until he/she has completed twelve (12) units of course work by taking a minimum of one (1), three (3) unit class per

semester on his/her own. Once the above requirements are met, the EMPLOYEE will be eligible for further support.

- B. Credit courses taken on an audit basis are not reimbursable.
- C. Ancillary fees that may be required by the educational institution, including but not limited to fees for application, technology, late registration, student activities, health care services (either mandatory or optional), student licensing, graduation or diploma are not reimbursable.
- D. Also excluded are expenses for meals, lodging, transportation, or other expenses indirectly or incidentally related to the educational activity.
- E. In no event shall credit or non-credit recreation, hobby, or personal interest courses of study, whether required for a degree program or not, be eligible for FACE under this program.

16.07.07 COMPLETION OF CLASS/SEMESTER. EMPLOYEES must submit to the Fiscal Department the approved FACE form, the paid tuition bill, Verification of Financial Aid form or other proof of no assistance, and evidence of satisfactory course completion (e.g., grade report, transcript). Once received with an approved payment form, accounts payable will process the FACE payment for the EMPLOYEES. FACE assistance will be reconciled with all receipts. Any funds due to the AGENCY will be collected through a payroll deduction or direct payment to the AGENCY by the EMPLOYEES. Any funds due to the EMPLOYEES will be processed through a reimbursement. All required forms are due within thirty (30) calendar days of completion of the class/semester.

16.07.08 REVIEW OF FACE APPLICATION DENIAL. EMPLOYEES who have been denied FACE assistance may seek a review by writing to the Human Resources Office. Grounds on which EMPLOYEES may request a review are: determinations of job-relatedness or career-relatedness; submission of applications beyond the filing deadline; receipt of grades below the established minimum; or disputed payment amounts.

EMPLOYEES cannot appeal a FACE assistance denial if the denial is based on limited funding.

Such correspondence must contain the EMPLOYEE's full name, social security number, address, work telephone number, a copy of Financial Assistance for Continuous Education Course(s) form, letter of denial, and any other relevant supporting data. The correspondence must explain why the denial is disputed and state the resolution being sought.

16.08.00 SCHOLARSHIP TO OBTAIN BA/BS OR MA/MS DEGREE. Based on allocation and availability of funds, the Head Start program provides financial assistance to Head Start teaching staff to continue their education in pursuit of specific job-related educational development to obtain a BA/BS or MA/MS degree. Agency advancement of funds is a designated monetary value applied to specific job-related study expenses, such as tuition, during a specific time frame. The scholarship is provided to employees in accordance with all sub-sections of Section 16.07.00: Financial Assistance for Continuing Education (FACE) Guidelines, with exception of sub-section 16.07.05: Alternative Sources of Tuition Support, which does not make an otherwise eligible employee ineligible for the scholarship.

16.08.01 HEAD START SCHOLARSHIP ELIGIBILITY CRITERIA.

- A. In addition to fulfilling criteria outlined under Section 16.07.01, employees who receive scholarships must have completed their probationary period and are in good employment standing.
- B. To receive assistance to obtain a Bachelor's degree, employees must have a two-year degree or 60 transferable baccalaureate units, and must be accepted into an accredited university for its baccalaureate program.
- C. To receive assistance to obtain a Master's degree, employees must have a Bachelor's degree, and must be accepted into an accredited university for its master program.

16.08.02 SCHOLARSHIP PROVISIONS.

- A. In addition to fulfilling provisions outlined under Policy 16.07.03, an employee who has received scholarship funds will sign an agreement to work for the program for a minimum of three (3) years after receiving his/her degree.

If the employee leaves before his/her three (3) year minimum requirement, he/she will be responsible for repaying the total or a prorated amount of the financial assistance received based on the length of service completed after receiving the degree.

- B. If an employee receives the advancement and fails to complete the degree, the employee will reimburse the Agency for the advanced funds through a pre-authorized payroll deduction.
- C. Employees cannot utilize scholarships for courses promoting religious beliefs or practices.
- D. Unless otherwise stated in the conditions of policy 16.08.00, all other provisions of the FACE policy apply and are enforced.

16.08.03 SCHOLARSHIP AMOUNTS. Effective July 1, 2009 – September 30, 2010, scholarships in the amount of \$6,800 per employee will be available to six (6) teaching staff in the Migrant/Seasonal Head Start program and six (6) teaching staff in the Regional Head Start program to obtain a BA/BS degree.

- 17.00.00 EDUCATION INCENTIVE.
- 17.01.00 AA/AS DEGREE. Any Head Start EMPLOYEE who successfully completes an AA/AS degree shall receive a stipend payment of \$300 for the year in which he/she completed his/her AA/AS degree. Any Head Start EMPLOYEE who holds an AA/AS degree and continues to take and successfully completes a minimum of six (6) units per calendar year towards the completion of his/her BA/BS degree in Early Childhood Education or related field, shall be granted a \$300 stipend per calendar year for completion of courses with a "C" grade or better.
- 17.02.00 BA/BS DEGREE. Effective with the 2004/2005 (fiscal year), Master Teachers and Associate Teachers shall be provided with a five percent (5%) pay increase for having successfully completed their BA/BS degree.

- 18.00.00 DIRECT DEPOSIT.
- 18.01.00 DIRECT DEPOSIT. AGENCY and UNION agree that paychecks of all unit A and B EMPLOYEES may be directly deposited by the AGENCY's payroll department in a financial institution of the EMPLOYEE's choice which does not charge the AGENCY any fee(s) for such service. Direct deposit is upon the EMPLOYEE's written request.
- 18.02.00 REIMBURSEMENT OF DIRECT DEPOSIT FEE. EMPLOYEES who have their paychecks direct-deposited to a financial institution which charges the AGENCY a fee for such service, may do so only if they reimburse the AGENCY for the fee through a payroll deduction. This provision is only applicable if the financial institution will still accept the direct-deposit of the AGENCY's paychecks.
- 18.03.00 OVERPAYMENT/UNDERPAYMENT. The Chief Financial Officer shall be authorized to apply, in full, any necessary salary adjustment resulting from overpayment or underpayment without regard to cause of such overpayment or underpayment. EMPLOYEES will be advised in advance, and will be afforded to schedule a payment schedule in the event of an overpayment.

- 19.00.00 WAGE COMPENSATION AND HEALTH AND WELFARE BENEFITS.
- 19.01.00 AGENCY SALARY SCHEDULE. Located in Appendix A is the 2007 Salary Classification Plan with assigned pay ranges.
- 19.02.00 COST-OF-LIVING INCREASE. A three and six-one hundredths percent (3.06%) Cost-of-Living Adjustment (COLA) increase to be permanently applied to the Salary Compensation Schedule effective June 1, 2009 all Regional Head Start employees in Unit A. The same increase shall be permanently applied to the Salary Compensation Schedule effective March 1, 2009 for all Migrant/Seasonal employees in Unit A. This COLA increase will be awarded upon Congressional approval and approval by Region IX for Regional Head Start and Stanislaus County Office of Education for Migrant/Seasonal Head Start.
- 19.02.01 ARRA COST-OF-LIVING INCREASE. A one and eighty-four one-hundredths percent (1.84%), twelve (12) month, one-time only salary adjustment per the American Recovery and Reinvestment Act be applied to the Salary Compensation Schedule for Regional and Migrant/Seasonal employees in Unit A. The one-time only increase is anticipated to be effective July 1, 2009 through June 30, 2010, or when approved by the funding source and implemented for a full twelve (12) months.
- 19.02.02 FUTURE COST-OF-LIVING INCREASE. UNION and AGENCY agree to reopen negotiations for any Cost-of-Living Adjustments awarded upon Congressional approval and approval by Region IX for Regional Head Start and Stanislaus County Office of Education for Migrant/Seasonal Head Start.
- 19.03.00 HEALTH AND WELFARE BENEFITS.
- 19.03.01 MEDICAL INSURANCE. Members of Unit A budgeted for more than thirty (30) hours per week are eligible for the following benefits listed below. The AGENCY shall provide a monthly benefit dollar amount on behalf of each EMPLOYEE to purchase minimum, employee-only medical, dental, and vision coverage. Applicable enrollment policies and effective dates shall apply. Effective September 1, 2008, the CAPMC Board of Directors approved the following schedule of benefit dollars listed below:
- A. HEALTH INSURANCE. The AGENCY shall not pay more than \$450.00 per month towards premiums for EMPLOYEE's health insurance during 2008/2009. EMPLOYEES can waive participation in health insurance benefits provided they show evidence of other coverage, inclusive of Medi-Cal or other governmental aid programs. If an EMPLOYEE chooses a plan that costs less than \$450.00 per month, the employee may apply the difference toward dependent coverage. There is no credit to the EMPLOYEE if the EMPLOYEE chooses not to apply the difference toward dependent coverage.
 - B. DENTAL AND VISION INSURANCE. The AGENCY shall contribute up to a maximum of \$46.67 for employee-only dental and vision coverage. EMPLOYEES can waive participation in dental and vision benefits provided they show evidence of other coverage, inclusive of Medi-Cal or other governmental aid programs.

The AGENCY agrees to meet and confer with the UNION when advised of a change in rates for medical, dental, or vision coverage. In the event an agreement cannot be reached prior to implementation of the increased rates, the

cost in excess of the benefit dollars noted above will be solely borne by the EMPLOYEE.

The AGENCY reserves the right to determine the insurance carriers and will seek input from the UNION regarding plan design of the standard benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

- 19.03.02 HEALTH CARE BENEFIT COMMITTEE. The AGENCY and UNION will form a Health Care Benefit Committee to review and recommend health/dental/vision plans to the Board of Directors each plan year. The Health Care Benefit Committee shall consist of six members, three appointed by the UNION and three appointed by the AGENCY. The committee will be formed and begin meeting four months before the expected plan renewal date.
- 19.04.00 LIFE INSURANCE. The AGENCY provides term life insurance for EMPLOYEES in Units A and B in the amount of \$50,000.00 coverage which includes accidental death and dismemberment (AD&D) coverage.
- 19.05.00 403(b) RETIREMENT PLAN. The AGENCY shall contribute on behalf of the EMPLOYEE four percent (4%) of the EMPLOYEE's gross income to a tax deferred annuity plan (ERISA). The EMPLOYEE may also elect to contribute to the plan through a reduction of his/her current compensation under Internal Revenue Code 403(b). AGENCY (employer) and EMPLOYEE contributions and withdrawals are subject to the terms and conditions of the plan and related tax laws and regulations.
- 19.06.00 FLEXIBLE BENEFITS (C-125) PLAN. An EMPLOYEE shall be eligible to participate in the plan if the EMPLOYEE is eligible to participate in the AGENCY's health and welfare program as defined in Section 19.03.00. The EMPLOYEE must make an annual election to participate at the beginning of the plan year or when the EMPLOYEE returns from layoff. The AGENCY's C-125 Plan provides the option for EMPLOYEES to pay for dependent health and welfare benefits and child care reimbursement through a compensation reduction plan.
- An EMPLOYEE who has elected to not receive the AGENCY sponsored health insurance coverage as provided in Section 19.03.00 (A), and who is an eligible participant in the 403(b) retirement plan, will have \$200.00 per month deposited in the AGENCY's 403(b) retirement plan on behalf of the EMPLOYEE. This is in addition to the provisions of 19.05.00.
- An EMPLOYEE who has elected to not receive the AGENCY sponsored health, dental, vision, and life insurance coverage as provided in Section 19.03.00 (A), and who is an eligible participant in the 403(b) retirement plan, will have \$225.00 per month deposited in the AGENCY's 403(b) retirement plan on behalf of the EMPLOYEE. This is in addition to the provisions of 19.05.00.
- The Flexible Benefits (C-125) Plan is subject to the terms and conditions of the Plan and the related tax laws and regulations.
- 19.07.00 QUALITY FUNDS. UNION and AGENCY agree to reopen discussion of allocation of any Quality monies approved for both Regional and Migrant/Seasonal Head Start contracts.

19.08.00

MILEAGE REIMBURSEMENT. EMPLOYEES shall be reimbursed at the Internal Revenue Service (IRS) reimbursable rate for approved mileage in both the Regional and Migrant/Seasonal Head Start programs.

- 20.00.00 DEFINING HIRE/ANNIVERSARY DATE AND CALCULATION OF MERIT INCREASE.
- 20.01.00 HIRE DATE. Hire Date is an EMPLOYEE's first day of paid probationary service with Regional/Migrant/Seasonal Head Start as a regular full-time or part-time EMPLOYEE as described in this MEMORANDUM.
- 20.02.00 CALENDAR MONTHS (TWELVE). Any consecutive twelve (12) month period inclusive of time in paid status and time in layoff status.
- 20.03.00 ANNIVERSARY DATE. Anniversary date is the first day of paid regular status in the EMPLOYEE's current classification. Salary step movement will be granted on the EMPLOYEE's anniversary date in his/her current classification if he/she meets or exceeds performance standards.
- 20.04.00 CALCULATION OF MERIT INCREASE. An EMPLOYEE's merit increase shall be granted as follows:
- 20.04.01 REGIONAL HEAD START - HIRE DATE BEFORE SEPTEMBER 1, 2003. For any EMPLOYEE hired before September 1, 2003, anniversary date will be at the conclusion of two-hundred-sixty (260) working days, and each twelve (12) calendar months thereafter.
- 20.04.02 REGIONAL HEAD START – HIRE DATE AFTER SEPTEMBER 1, 2003. For any EMPLOYEE hired after September 1, 2003, anniversary date would be twelve (12) calendar months after the first day of paid service.
- 20.04.03 MIGRANT/SEASONAL HEAD START - HIRE DATE BEFORE APRIL 1, 2003. For any Migrant/ Seasonal Head Start EMPLOYEE hired before April 1, 2003, anniversary date will be at the conclusion of two-hundred-sixty (260) working days and each twelve (12) calendar months thereafter, except for any employee not receiving a two-hundred-sixty (260) workday merit increase during the 2004 season. The anniversary date for those EMPLOYEES will be figured by taking their work days as of the last day of the season and adding calendar days until two-hundred-sixty (260) days are reached, and that date will become their anniversary date.
- 20.04.04 MIGRANT/SEASONAL HEAD START - HIRE DATE AFTER APRIL 1, 2003. For any Migrant/ Seasonal Head Start EMPLOYEE hired after April 1, 2003, anniversary date would be twelve (12) calendar months thereafter.
- 20.05.00 CALCULATION OF LONGEVITY PAY. Any Regional/Migrant/Seasonal Head Start EMPLOYEE regularly employed by the AGENCY as of the date of this MEMORANDUM and thereafter shall receive longevity pay increments as follows: Longevity increments shall be paid at the rate of an additional five percent (5%) after completion of ten (10) years, fifteen (15) years and twenty (20) years of service with the AGENCY. Longevity pay increases will cease after twenty (20) years of employment.

21.00.00 TERM AND REOPENERS.

21.01.00 TERM. The provisions of this MEMORANDUM shall become effective May 1, 2009 and shall continue through April 30, 2014, and from year to year thereafter until changed through the meet and confer process.

21.02.00 REOPENERS. The AGENCY and UNION agree for the 2010/2011, 2011/2012, 2012/2013, and 2013/2014 years of this MEMORANDUM to reopen the provisions of Section 19.00.00, Wage, Compensation, and Health and Welfare Benefits.

During the 2011/2012 year of this Memorandum, the AGENCY and UNION agree to reopen up to two (2) non-compensation items and review of bilingual pay incentive.

During the 2021/2013 and 2013/2014 years of this Memorandum, the AGENCY and UNION agree to reopen one (1) non-compensation item.

Negotiations shall normally begin after July 1, 2010 for the 2010/2011 year, July 1, 2011 for the 2011/2012 year, July 1, 2012 for the 2012/2013 year, and July 1, 2013 for the 2013/2014 year.

The parties agree to exchange initial proposals no later than July 15 of the year of the reopener.

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY
AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521**

Re: Holidays

Section 12.00.00 of the Memorandum of Understanding addresses the issues of Holidays. Section 12.01.00 and 12.02.02 are now revised to state:

Sections 12.01.00 and 12.02.02 are now revised to state:

12.01.01 HOLIDAYS OBSERVED. Holiday leave is paid for all EMPLOYEES who are on paid leave status or work the workday before and the workday after the following scheduled holidays:

New Year's Day
Martin Luther King
President's Day (holiday will match the day taken by the school district-where two or more holidays are observed the center workers will decide which day they prefer)
½ day Spring Break (Good Friday)
Memorial Day
July 4th
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

*Holidays occurring during an EMPLOYEE's annual layoff shall not be paid.

**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.

12.02.02 HOLIDAY PAY DURING WINTER BREAK. During the winter break, an EMPLOYEE who is on paid leave or works the workday before and the workday after the scheduled break, shall be paid for the Christmas Eve, Christmas Day, and New Year's Day. The half-day Spring Holiday follows the same standard as above.


Addendum to MOU – Holidays

The Agency's Board of Directors met and agreed to the proposed Addendum on December 10, 2009.

The proposed said Addendum is for year 2009 Holiday Schedule only. The members covered by this Memorandum of Understanding shall vote and accept revised 2009 Holiday Schedule on December 14, 2009.

Agreed this fourteen day of December, 2009.

For the AGENCY:




Mattie Mendy

Anna Lordey

J. Guy

For SEIU Local, 521:



Veronica King

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY
AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521**

Re: July 2010 and Future Cost-of-Living Increases

Sections 19.02.02 and 19.02.03 of the Memorandum of Understanding address the issues of July 2010 and Future Cost-of-Living Increases. Sections 19.02.02 and 19.02.03 are now revised to state:

Sections 19.02.02 and 19.02.03 are now revised to state:

- 19.02.02 JULY 2010 COST-OF-LIVING INCREASE. A one and eighty-four one hundredths percent (1.84%) Cost-of-Living increase to be permanently applied to the salary compensation schedule effective July 1, 2010 for all Regional and Migrant/Seasonal Head Start employees in Unit A.

- 19.02.03 FUTURE COST-OF-LIVING INCREASE. UNION and AGENCY agree to reopen negotiations for any Cost-of-Living Adjustments awarded upon Congressional approval and approval by Region IX for Regional Head Start and Stanislaus County Office of Education for Migrant/Seasonal Head Start.


Addendum to MOU – July 2010 and Future Cost-of-Living Increases

The Agency's Board of Directors met and agreed to the proposed Addendum on April 8, 2010.

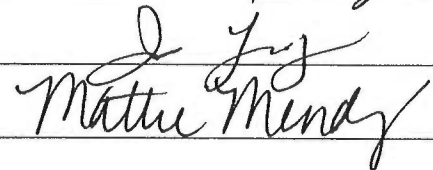
The proposed said Addendum becomes effective July 1, 2010. The members covered by this Memorandum of Understanding shall make known and accept July 2010 and Future Cost-of-Living Increase.

Agreed this on twenty-eighth day of June, 2010.

For the AGENCY:

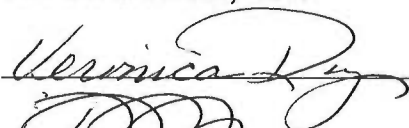


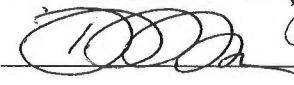
Anne Loeley



Mattie Mundy

For SEIU Local, 521:





**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY
AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521**

Re: Health and Welfare Benefits 2010/2011

Section 19.03.00 of the Memorandum of Understanding addresses the issue of Health and Welfare Benefits. Section 19.03.01 is now revised to state:

- 19.03.01 MEDICAL INSURANCE. Members of Unit A budgeted for more than thirty (30) hours per week are eligible for the following benefits listed below. The AGENCY shall provide a monthly benefit dollar amount on behalf of each EMPLOYEE to purchase minimum, employee-only medical, dental, and vision coverage. Applicable enrollment policies and effective dates shall apply. Effective September 1, 2010, the CAPMC Board of Directors approved the following schedule of benefit dollars listed below:
- A. HEALTH INSURANCE. The AGENCY shall not pay more than \$460.00 per month towards premiums for EMPLOYEE's health insurance during 2010/2011. EMPLOYEES can waive participation in health insurance benefits provided they show evidence of other coverage, inclusive of Medi-Cal or other governmental aid programs. If an EMPLOYEE chooses a plan that costs less than \$460.00 per month, the employee may apply the difference toward dependent coverage. There is no credit to the EMPLOYEE if the EMPLOYEE chooses not to apply the difference toward dependent coverage.
 - B. DENTAL AND VISION INSURANCE. The AGENCY shall contribute up to a maximum of \$46.67 for employee-only dental and vision coverage. EMPLOYEES can waive participation in dental and vision benefits provided they show evidence of other coverage, inclusive of Medi-Cal or other governmental aid programs.

The AGENCY agrees to meet and confer with the UNION when advised of a change in rates for medical, dental, or vision coverage. In the event an agreement cannot be reached prior to implementation of the increased rates, the cost in excess of the benefit dollars noted above will be solely borne by the EMPLOYEE.

The AGENCY reserves the right to determine the insurance carriers and will seek input from the UNION regarding plan design of the standard benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

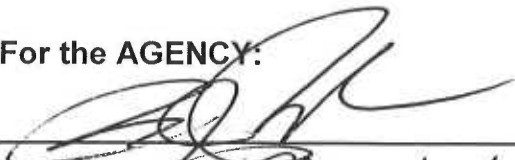
Addendum to MOU – Health and Welfare Benefits

The Agency's Board of Directors met and agreed to the proposed Addendum on August 12, 2010.

The members covered by this Memorandum of Understanding accepted the proposed Addendum on August 13, 2010.

Agreed this thirteenth day of August, 2010.

For the AGENCY:

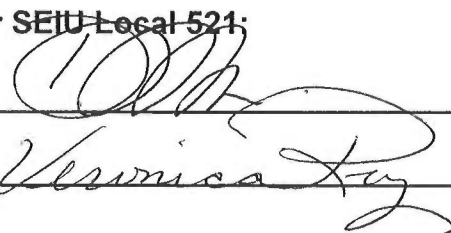


Mattie Mendez

Anne Looley

J J

For SEIU Local 521:



Veronica Lopez

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY
AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521**

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DEC 27 2011
SEIU LOCAL 521

Re: Holidays

Section 12.00.00 of the Memorandum of Understanding addresses the issues of Holidays. Section 12.01.00 and 12.02.02 are now revised to state:

Sections 12.01.00 and 12.02.02 are now revised to state:

12.01.01 HOLIDAYS OBSERVED. Holiday leave is paid for all EMPLOYEES who are on paid leave status or work the workday before and the workday after the following scheduled holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day (Monday, February 20, 2012)
1 day Spring Holiday (Good Friday)
Memorial Day
July 4th
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
1 day Winter Holiday (to be taken between December 24 through
December 31)

*Holidays occurring during an EMPLOYEE's annual layoff shall not be paid.

**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.

12.02.02 HOLIDAY PAY DURING WINTER BREAK. During the winter break, an EMPLOYEE who is on paid leave or works the workday before and the workday after the scheduled break, shall be paid for the Christmas Day, 1 day Winter Holiday, and New Year's Day. The 1 day Spring Holiday (Good Friday) follows the same standard as above.

Addendum to MOU – Holidays

The Agency's Board of Directors met and agreed to the proposed Addendum on December 8, 2011.

The proposed said Addendum is for year 2012 Holiday Schedules only. Representatives of this Memorandum of Understanding accepted revised 2012 Holiday Schedule on December 9, 2011.

Agreed this on ninth day of December, 2011.

For the AGENCY:

Anna A. Loley
Mattie Mundy
McAleer
J. Luy

For SEIU LOCAL, 521:

Tommy
Veronica Luy

Internal Worksite Organizer: _____

Union Steward: _____

Phone: _____



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