

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**COMMUNITY DEVELOPMENT INSTITUTE-HEAD START**  
Serving South Los Angeles County, California

**AND**

**SERVICE EMPLOYEES**  
**INTERNATIONAL UNION, LOCAL 99**

**May 1, 2009 THROUGH August 31, 2011\***

\*or such earlier date that Community Development Institute-Head Start ceases to be responsible for managing the South Los Angeles County, California Head Start Program

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## AGREEMENT

THIS AGREEMENT is between Community Development Institute Head Start, serving South Los Angeles County, California ("CDI HS" or "Employer"), and Service Employees International Union, Local 99 ("Union"), representing CDI HS's Employees in the bargaining unit certified by the National Labor Relations Board. For purposes of this Agreement both CDI HS and the Union may be referred to as the parties.

## PREAMBLE

WHEREAS, the parties to this Agreement have bargained collectively to set forth the entire Agreement with respect to matters within the scope of negotiating all terms and conditions of the employees.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

## ARTICLE 1

### BARGAINING UNIT

CDI HS recognizes the Union as the exclusive bargaining agent for the following bargaining unit of full time and regular part-time professional and non-professional employees employed by CDI HS ("Employees"): Receptionists; Administrative Assistants except the Administrative Assistants specifically excluded from the bargaining unit, below; Inventory Clerks; Information System Specialists; Data Entry Clerks; EHS Health Care Specialists; Mental Health Specialists; Health Specialists; Disabilities Specialists; Parent Involvement Coordinators; Teachers (preschool); Teachers (infant/toddler); Teachers (home-based preschool); Teacher Assistants; Program Aides (education); Family Services Workers; Translators; Senior Cooks; Cooks; Nutrition Drivers; Program Aides (food service); Bus Drivers; Bus Monitors; Lead Janitors; Janitors; Maintenance Workers; and Program Aides (occupancy services). Excluded from the bargaining unit are all Administrative Assistants Human Resources, Administrative Assistants Payroll, Administrative Assistants to the Program Director, Lead Administrative Assistant Accounts Payable, managerial employees, confidential employees, guards, supervisors as defined in the National Labor Relations Act, and all other employees. If a new position is created, CDI HS will meet and confer with Union Representative(s) with respect to whether such position constitutes an addition to the bargaining unit.

## ARTICLE 2

### EMPLOYEE CLASSIFICATIONS

#### **Section 1. Regular Full Time Employees**

Regular full time Employees are classified as ten (10) or twelve (12) month Employees who work at least 30 hours per work week.

#### **Section 2. Regular Part-time Employees**

Regular part-time Employees generally work less than thirty (30) hours per work week.

## ARTICLE 3

### PROBATIONARY PERIOD

#### **Section 1. New Hire**

All newly-hired Employees shall work under the provisions of this Agreement but are subject to a probationary period of one hundred and eighty (180) days commencing with the Employee's first day of active employment. During this new-hire probationary period of one hundred and eighty (180) days, an Employee may be discharged without just cause. An Employee discharged during the new-hire probationary period shall not have access to the grievance and arbitration procedures.

#### **Section 2. Promotion or Lateral Move**

Employees who are promoted to a new classification within the bargaining unit or obtain a lateral move to a different classification within the bargaining unit shall serve a probationary period of ninety (90) days in the new position. Employees who fail to satisfactorily complete the probationary period shall, if the position is vacant and they are fully qualified, be returned to their former position or a similar position at their former rate of pay. However, CDI HS is under no obligation to keep an Employee's former position open while the Employee completes his/her probationary period. The return of an Employee to his/her former position or a similar position shall not be considered discipline and will therefore not be subject to the grievance and arbitration procedure.

## ARTICLE 4

### NON-DISCRIMINATION

#### **Section 1. Union Membership**

All probationary and non-probationary Employees on the active payroll as of the effective date of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the effective date of this Agreement and shall thereafter maintain their membership in the Union in good standing as a condition of continued

employment. All Employees hired after the effective date of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the Employee's first day of active employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment. For purposes of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership. An Employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt by the employer of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

## **Section 2. Discrimination or Harassment**

CDI HS and the Union agree that all persons are entitled to equal treatment and employment opportunity without regard to religion, age, race, creed, color, sex, national origin, nationality, ancestry, affectional or sexual orientation, military status, marital status, familial status, disability, height, weight, genetic predisposition or carrier status, source of lawful income used for rental or mortgage payments, or any other protected-class status under federal, state, local, or tribal law, ordinance, or regulation. CDI HS and the Union are committed to providing a work environment free from unlawful discrimination or harassment based on any of the above categories, and agree not to discriminate against or harass Employees on the basis of any such categories. If an Employee believes that CDI HS's discrimination or harassment policies have been violated, he/she should follow the policies set forth in CDI HS's Personnel Manual, except that the grievance and arbitration procedure of this Agreement may not be used for a violation of this Section.

## ARTICLE 5

### UNION REPRESENTATION AND ACCESS

#### **Section 1. Union Stewards**

The Union shall select ten (10) Stewards for all Employees. The Union may also designate, in addition to the ten (10) Stewards, two (2) Chief Stewards who will be responsible for Union representation, as defined in Article 5, Section 2 of this Agreement, when there is no designated Steward, when the designated Steward is absent or unavailable, or at any step in the grievance procedure. Only one (1) Steward may be present at a time for any such representation activities, unless otherwise agreed by all parties. The Union shall provide CDI HS with a list of its Stewards and Chief Stewards.

## **Section 2. Union Steward Representation**

A Steward may act as a representative of an Employee at the specified steps of the grievance procedure or during an investigatory interview that the Employee being interviewed reasonably believes may lead to discipline against her/him. Union Stewards shall spend no more time than is reasonably necessary in handling grievances or conferring with other Employees or representatives of the Union. A Steward shall make known her/his destination and shall obtain permission from her/his supervisor before leaving her/his regular work for the aforementioned purposes. Upon entering a department or work area, a Steward shall first report to the supervisor of such department or area and make known the Steward's reason for being there. Stewards shall not engage in activity under this Article 5 in such a manner, or at such a time, as to interfere with the work of Employees or with the administration or operation of the program by CDI HS.

## **Section 3. Section 3 - Union Steward Access to Premises**

The designated Stewards shall have access to the premises of CDI HS to carry out their duties as described in Article 5, Section 2 of this Agreement subject to permission being granted in advance by the site supervisor or his/her designee. The Steward shall request such access of the site supervisor and permission will not be unreasonably denied. Any permission for access shall be limited to the normal business hours of CDI HS and the activities of the Steward shall not take an Employee away from his/her work or interfere with the work of Employees or with the administration or operation of the program by CDI HS.

## **Section 4. Union Representative Access**

- A. Non-Employee officials of the Union shall have reasonable access to CDI HS's premises for the purpose of administering this Agreement, provided they first give reasonable advance notice to the Program Director or her/his designee to seek approval for the visit. Such approval shall not be unreasonably denied. Upon arrival, non-Employee Union officials shall check in with the office of the Program Director or her/his designee. No more than two Union officials shall visit on any day. Such visits must not interrupt or interfere with the work of Employees or with the administration or operation of the program by CDI HS.
- B. The Union may send two (2) non-Employee representatives to address Employees at any Pre-Service meeting that is being held before the start of the school year. CDI HS will notify the Union when such Pre-Service Meetings are being held. CDI HS will provide the name and address of a newly-hired Employee within five (5) business days of the Employee's commencing work.

## **Section 5. Union Related Leave of Absence**

CDI HS agrees to grant each contract year unpaid administrative leaves of absence for a total of three (3) Employees, all of whom must work at different locations, to take three (3) days off of work to attend a Union related conference or program, or for other Union-

related purposes. The Union shall provide CDI HS with the names of these Employees at least twenty-one (21) days in advance of the anticipated time off so that CDI HS may ensure that the Employees' work duties are covered. The foregoing commitment by CDI HS constitutes the minimum amount of such leave that CDI HS will make available. The Union may request additional Union-related leave; CDI HS will evaluate and determine whether to grant any such request for additional Union-related leave on the basis of the same factors that apply to any other request for unpaid administrative leave. Notwithstanding anything to the contrary in the Handbook, Employees shall not be required to exhaust PTO or other leave prior to taking unpaid administrative leave under this section.

## ARTICLE 6

### MANAGEMENT RIGHTS

- A. Except to the extent expressly stated by a specific provision of this Agreement, nothing shall limit CDI HS's authority in any way to exercise the regular and customary functions necessary to manage its business, and all rights, powers, and authorities to manage its business shall remain solely and exclusively in CDI HS, including but not limited to all such rights and authorities as existed prior to the execution of this Agreement. Sole and exclusive rights of CDI HS shall include, but are not limited to, the rights to manage and direct the workforce; hire, supervise, discipline, and discharge Employees; maintain discipline and efficiency; promote, layoff, demote, transfer, assign, or reassign Employees; relieve Employees from duty because of lack of work and/or other reasons; determine the services to be offered; determine the methods and processes of operation; determine the schedules, hours, and overtime hours; promulgate, revise, and enforce reasonable rules and regulations; plan the programs and work; determine the number of Employees; hire temporary or substitute Employees; create or eliminate job classifications; determine places of performing operations, including deciding whether to continue operation and/or ownership of operations; and exercise discretion and control of CDI HS's organization. The enumeration of management rights shall not exclude other rights of management not specifically set forth, including those conferred by federal laws and regulations.
- B. No provision of this Agreement shall conflict with any federal or state statutes, rules, or regulations that are promulgated in writing. In the event that any federal or state statutes, rules, regulations, or court decisions cause invalidation of any provision of this Agreement, all other provisions not invalidated shall remain in full force and effect. The parties agree that should a provision be invalidated, they will meet within ten (10) calendar days to negotiate replacement language.
- C. If it is determined by the Governor of the State of California or his/her designee that civil emergency conditions exist, including but not limited to, riots, civil disorders, weather conditions or Acts of God, the provisions of this Agreement

may be suspended during the time of the declared emergency except for the wage rates set forth herein.

- D. The CDI HS EMPLOYEE HANDBOOK and HUMAN RESOURCES POLICIES & PROCEDURES (“Handbook”), the ADDENDUM TO EMPLOYEE HANDBOOK (“Addendum”), and the Pay Scale, as they exist now or as amended from time to time, are incorporated by reference herein and shall provide the basis of the Employee/CDI HS relationship for any matter not addressed specifically by this Agreement.

## ARTICLE 7

### RIGHTS OF THE EMPLOYEES

#### **Section 1. Dignity**

CDI HS, the Union, and the Employees are committed to respect and dignity in the workplace. CDI HS, the Union, and the Employees are mutually responsible for a dignified and respectful workplace.

#### **Section 2. Rights**

- A. Employees shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to join and participate in or to refrain from joining or participating in the Union. The freedom of Employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union Representative.
- B. Any Employee who for whatever reason feels unable to consult with his or her supervisor can request assistance from the Program Director to facilitate the communication. A Union representative may be included in the communication upon mutual agreement between CDI HS and the Union. Nothing in this Agreement shall be construed to prevent any Employee in the bargaining unit from meeting or consulting with any supervisory or managerial official via the appropriate chain of command without the intervention or assistance of a Union representative.
- C. Employees shall have the right to communicate, meet, and consult with recognized Union representatives during regular working hours concerning grievances and other Union business. Union representatives and Employees will not engage in any such communication, meeting, or consultation if the effect is to interfere with the work of Employees or with the administration or operation of the program by CDI HS.
- D. Employees shall not be prohibited from engaging in outside employment so long as such outside employment does not, in any way, create a conflict of interest,

interfere with the employee's ability to perform his/her job duties with CDI HS, or disrupt the effective delivery of Head Start/Early Head Start program services.

- E. It is agreed that all Employees shall be afforded the opportunity to review and discuss their job descriptions. Such discussions will be between the Employee and her/his immediate supervisor.

## ARTICLE 8

### EMPLOYEE PRIVACY

The following rules and regulations shall apply to Employee official personnel files:

- A. No formal disciplinary document(s) shall be placed in an Employee's official personnel file until the document has been shown to the Employee. The Employee will be asked to sign the document to show that he/she had an opportunity to read the document. If the Employee refuses to sign the disciplinary document(s), a CDI HS manager or supervisor shall so note on the document(s).
- B. An Employee shall have the right to review all documents contained in his/her own official personnel file, whether or not such documents are subject to public disclosure under State and Federal laws.
- C. An Employee shall not be charged for the photocopying of any document(s) in his/her own personnel file.
- D. An Employee may examine her/his official personnel file provided that arrangements are made in advance and such right is exercised outside of the Employee's working hours. An Employee shall be furnished with a copy of any formal disciplinary document that is placed in her/his official personnel file and shall have the right to have a written, signed statement placed in her/his official personnel file to answer any material the Employee considers detrimental.

## ARTICLE 9

### POLICIES AND PRACTICES

- A. CDI HS's policies, including any newly adopted or modified policies, shall be made available to an Employee or the Union upon request. If CDI HS proposes to amend any provision of the Handbook, CDI HS shall give the Union reasonable notice so that the Union may have a reasonable opportunity to discuss the policy with CDI HS. The grievance and arbitration procedures are available to challenge any amendments or additions to the Handbook; provided however, that an arbitrator may only set aside any such amendments or additions if the arbitrator concludes that the amendments or additions are arbitrary and capricious.

- B. Each calendar quarter, CDI HS will provide the Union with a list of Employee names, job titles, home addresses, home telephone numbers, and work locations.

## ARTICLE 10

### NO STRIKE AND NO LOCK OUT

#### **Section 1. No Strike**

- A. There shall be no strike, sympathy strike, walkout, picketing, concerted refusal to report for work, slowdown, sit-down or any other interruption of work by the Union or by any Employee or group of Employees during the term of this Agreement. Furthermore, it is understood that no Union officer, representative or agent may authorize, encourage or assist in any strike, sympathy strike, walkout, picketing, slowdown, sit-down or concerted work stoppage in CDI HS's facilities or on any premises of CDI HS. Nor will the Union or its officers, representative or agents participate in, counsel or induce any activity prohibited by this Article. This section also specifically prohibits each Employee from refusing to report to work or refuse to work due to the presence of a picket line.
- B. Any Employee who participates in activities prohibited by this Article shall be subject to immediate discipline or discharge, as CDI HS in its sole discretion deems appropriate. The Employee shall have recourse to the grievance procedures only as to whether the Employee did, in fact, participate in any prohibited activities. If an arbitrator finds that the Employee engaged in activities prohibited under this Agreement, the arbitrator shall have no authority to order reinstatement or otherwise modify the discipline imposed by CDI HS.

#### **Section 2. No Lock Out**

CDI HS agrees that there shall be no lockouts so long as this Agreement is in effect.

## ARTICLE 11

### DISCIPLINE AND DISCHARGE

#### **Section 1. Just Cause**

Employees who have completed their initial one hundred and eighty (180) day probationary period shall not be suspended without pay for three (3) days or more, or discharged, without just cause.

#### **Section 2. Progressive Discipline**

CDI HS and the Union agree that it is desirable for discipline to be corrective and progressive in nature. When appropriate, the sequence of discipline shall be as follows: verbal notice of performance improvement needed, written notice of performance

improvement needed, suspension without pay, and discharge. It is understood by the parties that Employees are not entitled to any particular number of notices of performance improvements needed prior to the imposition of suspension or discharge and that where circumstances warrant, immediate suspension or discharge with just cause may be utilized. In determining the appropriateness of discipline, CDI HS shall consider the seriousness and frequency of offense(s); the Employee's work performance; conduct and disciplinary record; attendance record; and any other factor relevant to fair and appropriate discipline.

## ARTICLE 12

### GRIEVANCE AND ARBITRATION

#### **Section 1. Purpose and Applicability**

- A. The purpose of the grievance procedure is to provide a systematic process for the objective hearing and orderly handling of Employee grievances. The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues that may arise from time to time under this Agreement. The procedure outlined in this Article shall be limited exclusively to grievances, which are defined as alleged misapplication or misinterpretation of a specific provision of this Agreement, the Handbook, the Addendum, or the Pay Scale, or a claim that an Employee has been improperly suspended without pay for three days or more, or discharged. The grievance procedure may not be utilized as a result of personnel actions, corrective actions, or disciplinary actions other than disciplinary suspension for three days or more without pay, or discharge; however, in any grievance resulting from the imposition of one of the listed grievable actions, the Union has the right to challenge any prior non-grievable discipline that CDI HS relied on in deciding to impose the discipline that is the subject of the grievance.
- B. Employees who are disciplined or discharged during their initial one hundred and eighty (180) day probationary period shall have no recourse to the grievance procedure or arbitration.

#### **Section 2. Procedures for Filing a Grievance**

- A. All grievances shall be in writing and shall contain (i) a short statement that identifies the Article and section of this Agreement, or the provision of the Handbook, Addendum, or Pay Scale, that was allegedly misapplied or misinterpreted and (ii) a concise statement of the facts upon which the grievance is based. The grievance must be dated and signed by a Steward and faxed or hand-delivered to the Program Director within seven (7) working days of the event that led to the grievance. Grievances shall be processed as follows:

1 Step One: Informal Meeting with Supervisor

Within five (5) working days of the submission of the written grievance to the Program Director, as described above, the Employee will discuss the complaint informally with his or her immediate supervisor. Upon a request by the Employee, a Union steward will participate in this meeting.

2 Step Two: Grievance Meeting with Supervisor

(a) If the Employee and supervisor fail to informally resolve the grievance in Step One, the Union may within five (5) business days of the discussion between the Employee and the supervisor request a meeting with the Program Director.

(b) The Program Director, supervisor, Employee, and Chief Steward shall meet to discuss the grievance. The parties will make all reasonable efforts to meet within five (5) business days of the Program Director's receipt of the request to meet.

(c) The Program Director shall respond to the Union in writing within five (5) business days of the meeting.

3 Step Three: Appeal to Site Manager

(a) If the Union desires to appeal the Step Two response, it must notify the Site Manager in writing within five (5) business days of the Step Two response.

(b) A meeting shall be held between the Site Manager and a Union representative. The parties will make all reasonable efforts to meet within seven (7) business days of the Site Manager's receipt of the request to meet.

(c) The Site Manager shall communicate the decision to the Union in writing within five (5) business days after the meeting.

4 Step Four: Arbitration

If the grievance is not satisfactorily resolved between CDI HS and the Employee after Step Three, the Union may submit the grievance to arbitration before a single arbitrator selected by CDI HS and the Union from a panel provided by the Federal Mediation and Conciliation Service.

(a) The Union must submit a written request for arbitration to CDI HS within thirty (30) calendar days after the Site Manager's decision.

(b) The request for arbitration shall set forth the nature of the grievance and shall specify the Article and section of this Agreement, or the

provision of the Handbook, the Addendum, or the Pay Scale, that is allegedly misapplied or misinterpreted.

- (c) All the fees and expenses of the FMCS, the arbitrator, and the arbitration shall be borne equally by CDI HS and the Union. Each party shall be responsible for paying its own attorney.
- (d) The opinion and award of the Arbitrator hereunder shall be in writing and the award shall be final, conclusive, and binding upon CDI, the Union, and the Employee.
- (e) The arbitrator shall have jurisdiction only over disputes concerning grievances as defined in this Article and shall have no power or authority to add to, subtract from, amend, or modify in any way the terms of this Agreement, the Handbook, the Addendum, or the Pay Scale. In addition, and without limiting the foregoing in any way, an arbitrator shall have no jurisdiction or power to resolve any dispute arising from the parties having re-opened this Agreement before, upon, or after its expiration.

B. Grievances arising out of an event higher than the immediate supervisor may be filed at Step Two. Grievances involving multiple grievants may be filed at Step Two.

### **Section 3. Expedited Arbitration**

- A. The parties may agree to use an expedited arbitration process to resolve any grievance that is eligible to be submitted to arbitration. The expedited arbitration process may be used only upon the written, mutual consent of CDI HS and the Union. In cases where CDI HS and Union have agreed to use an expedited arbitration, the provisions of Article 12 will continue to apply, except as follows:
- 1 The hearing shall be scheduled to take place within forty-five (45) days of the request for arbitration or as soon as the arbitrator's schedule permits;
  - 2 The parties shall confer to prepare a written stipulation of facts;
  - 3 The parties shall confer to prepare a stipulated exhibit list;
  - 4 The use of a court reporter will be optional;
  - 5 The parties shall not file written briefs but instead will make closing arguments at the conclusion of the hearing; and
  - 6 The arbitrator shall give an oral decision within five (5) business days following the conclusion of the hearing, provided however, the arbitrator may issue his decision at the conclusion of the hearing. If the arbitrator does not make an oral decision at the close of the hearing, then the

arbitrator and the parties shall schedule a telephone conference with the arbitrator to take place within five (5) business days to deliver the decision. A letter to all parties shall confirm the arbitrator's oral decision.

**Section 4. Time Limits**

- A. The failure of an Employee or the Union on behalf of an Employee to initiate a grievance or to take a grievance to the next step or to arbitration within the above-described time limits shall be considered to be a withdrawal of the grievance.
- B. The failure of CDI HS to issue a decision on a grievance within a specified time limit at any step shall constitute a denial of the grievance, and the Union may proceed to the next step of the grievance and arbitration process.
- C. Any of the time limits may be reduced or extended by mutual written agreement, signed by both parties.

**ARTICLE 13**

**TIME OFF WORK**

**Section 1. Leave**

Vacation, Paid Time Off ("PTO"), and Holidays are governed by the relevant provisions in the Handbook and the Addendum.

**Section 2. Employee Assistance Program**

- A. CDI HS maintains an Employee Assistance Program ("EAP"). During any time period that CDI HS offers an EAP, an Employee's participation will not jeopardize her/his employment, except that the EAP shall not replace, alter, or be used to circumvent CDI HS's discipline administration policy.
- B. All Employees are entitled to participate in the EAP. An Employee's participation in the EAP is strictly confidential and no information will be shared unless authorized by the Employee.
- C. An Employee may self-refer himself/herself to the EAP. Self-referrals to the EAP must be scheduled during the Employee's off time or through the use of PTO. If CDI HS observes declining job performance or irregular or disruptive behavior on the part of an Employee, he/she may be required, as a condition of continued employment, to accept and complete a supervisory referral to the EAP. All supervisory referrals to the EAP shall be scheduled during the Employee's regularly scheduled work hours and paid as work time.

## ARTICLE 14

### FUNERAL LEAVE, JURY DUTY AND WITNESS LEAVE

#### **Section 1. Funeral Leave**

All regular full time Employees are eligible for up to three (3) paid days off due to the death of one of the following relatives: grandparent, grandchild, sibling, mother-in-law, father-in-law, spouse, parent, or child. CDI HS may request proof of death and relationship. Funeral Leave is expected to be taken in close proximity to the actual time of death and may be extended, in an unpaid status, but only with supervisory approval.

#### **Section 2. Jury Duty**

All regular full time Employees who receive notice of selection to serve as a juror should immediately submit a copy of the jury summons to the Program Director. An employee who is absent as a result of jury duty will receive up to two days of pay based upon their regularly scheduled hours of work. Additional jury duty must be taken as unpaid administrative leave (unless the employee chooses to apply other available accrued leave). An Employee on jury duty leave is expected to return to work when relieved from jury duty early enough on any day to make the return to work reasonable. In order to receive jury duty pay, the Employee must furnish his/her supervisor with proof of the dates of jury duty and the amount of compensation received for participation on the jury.

#### **Section 3. Witness Leave**

- A. In the case of witness leave, the above jury duty policy in Section 2 of this Article applies, except that CDI HS will not provide paid time off to an Employee who serves as a witness in any court action or litigation where the Employee or an immediate family member is directly involved either as plaintiff or defendant in the action, or when serving as a witness on behalf of the Union or any other Employee in an arbitration hearing. An Employee on witness leave is expected to return to work when relieved from witness leave early enough on any day to make the return to work reasonable.
- B. Subject to the conditions established in Article 14, Section 3.A., above, if an Employee is required by a court subpoena to appear in court or at another legal proceeding as a result of his/her status as a CDI HS Employee, the Employee will be paid his/her regular hourly rate or salary during that time. For example, if a family service worker is served a subpoena by the state child protective services division to testify in a case for termination of parental rights, the time spend in court and responding to the subpoena is to be reflected on the Employee's time sheet as "Hours Worked" because the testimony is directly related to the Employee's work with CDI HS.

## ARTICLE 15

### OUT-OF-TITLE WORK

- A. CDI HS retains its management right to require Employees to perform work as directed. In the event an Employee is officially designated by the appropriate supervisor to actually perform the duties of a higher bargaining unit classification than the Employee's regularly assigned job classification, and actually performs such duties for a period of five (5) consecutive, full work days, the Employee shall receive, beginning on the sixth full work day, additional pay in an amount equal to that which the Employee would receive if the Employee were promoted to such higher classification.
- B. When an Employee has received a temporary pay increase under the provisions of this Article and is subsequently regularly appointed to the position, the Employee will not be eligible for a second promotional pay increase. Employees being paid at a higher rate while temporarily filling a position in a higher classification will be returned to their regular rate of pay when the period of temporary assignment in the higher classification has ended.
- C. If an Employee is required to work temporarily in a lower bargaining unit job classification, the Employee shall receive his/her regular rate of pay. An Employee who is permanently demoted will be paid at the rate for the position to which he/she was demoted.

## ARTICLE 16

### PERFORMANCE EVALUATIONS

- A. The current system of Performance Evaluations is made a part of this Agreement. This includes the appraisal form, procedures, and methods for the assignment of review dates and special appraisals.
- B. Each Employee shall have the right to write his/her views where indicated on the Performance Evaluation and shall sign upon receipt of his/her copy. If an Employee believes that his/her evaluation does not correctly reflect his/her performance for the relevant period, the Employee may submit a written statement addressing the Employee's concerns within 10 working days of the evaluation's effective date. This statement will be placed in the Employee's official personnel file, along with the Performance Evaluation.

## ARTICLE 17

### LAYOFF AND RECALL

#### **Section 1. General**

A layoff may occur at any organizational level of CDI HS, including but not limited to, any area, site, center, department, facility, location, program, service, job classification or group of job classifications, or any combination thereof. It shall be CDI HS's management discretion to layoff, to determine which organizational level will be subject to the layoff, and to recall.

#### **Section 2. Notice of Layoff**

As soon as reasonably possible, CDI HS shall give notice of the layoff to the Union and Employees identified for layoff, by first-class mail to be delivered via the United States Postal Service or hand delivery. The notice will include the effective date of the layoff. Upon receipt of the Notice of Layoff, the Union may request a courtesy meeting with CDI HS to discuss the layoff and make proposals to avoid a layoff, provided however, that the courtesy meeting shall not constitute a relinquishment of CDI HS's management right to layoff, and shall not toll the time period for the layoff. CDI HS will make available upon request, information on any vacant bargaining unit positions. CDI HS's making of such information available is not a guarantee or promise of alternative employment.

#### **Section 3. Layoff Considerations**

- A. The selection of Employees for layoff will be based upon the judgment of CDI HS. In making this judgment, CDI HS will consider the following:
- 1 Employee skill, training, knowledge, experience, and attendance record; and
  - 2 Quality of the Employee's work performance based on performance evaluations and overall work record, and on the seniority of the Employee.
- B. Employees within each job classification identified for layoff will be laid off in the following order within the classification: temporary Employees, probationary Employees, part-time Employees, and full time Employees. If CDI HS determines that, within an affected job classification, two or more Employees are identified for layoff and are equal with respect to the non-seniority factors set forth in Section 3.A.1. and Section 3.A.2., then seniority, as defined in this Agreement, shall prevail.

#### **Section 4. Bumping**

A regular, full time Employee who is identified for layoff shall have the opportunity to transfer ("bump") to a lower job classification in lieu of layoff, provided however, that

he/she received at least a satisfactory rating on the most recent performance evaluation, and has greater seniority than the Employee who will be displaced as a result of the transfer. Seniority shall determine the Employee to be displaced by the transfer. The Employee bumping into his/her previously-held position must possess all of the skills, training, and certificates required of the lower position at the time that he/she bumps into the lower position. The Employee's rate of pay will be adjusted according to the pay scale established for the lower position. An Employee who is displaced as a result of bumping shall not be entitled to bump another Employee, but rather shall be laid off, unless he/she is able to obtain a vacant bargaining unit position prior to the date of layoff.

**Section 5. Recall**

- A. An Employee's right to recall expires after one calendar year. An Employee who has been laid off for one year or less may be recalled to the same position unless she/he does not meet the minimum qualifications of the position at the time of recall.
- B. Employees will be recalled in the reverse order of layoff. The notice of recall shall be sent by first-class mail via the United States Postal Service and must be accepted within fourteen (14) calendar days after the date of the offer. It is the Employee's responsibility to notify CDI HS of the Employee's current address and any changes thereto. If any offer of recall is not timely accepted, the bargaining unit member shall receive no further consideration for recall under this Agreement.

**Section 6. Benefits During Layoff**

Employees laid off and subsequently recalled within one year from the date of layoff shall be credited with the years of service accumulated at the time of layoff for purposes of only paid time off and seniority. An Employee, however, shall not accrue paid time off or any other benefit of employment during any period of layoff.

**Section 7. Grievance/Arbitration Procedures Pertaining to Layoff and/or Recall**

CDI HS's decision to layoff or recall is a management right and therefore shall not be subject to the grievance and arbitration procedures set forth in Article 12 of this Agreement. An Employee may file a grievance if, and only if, CDI HS does not follow the procedures required by Sections 3 through 5 of this Article. The arbitrator's authority shall be limited to a determination of whether CDI HS followed the procedures set forth in Sections 3 through 5. The arbitrator shall not have the authority to review the propriety of CDI HS's decision to layoff or recall. If CDI HS followed the procedures set forth by Sections 3 through 5 insofar as practicable, then the arbitrator shall have no authority to modify or otherwise change CDI HS's decision, or to alter or modify the effects of CDI HS's decision(s), with respect to which Employees are to be laid off or recalled.

## ARTICLE 18

### PAY

CDI HS will pay new Employees in accord with the Pay Scale. If, as a result of grant applications submitted to the Office of Head Start by CDI HS in May 2009, CDI HS receives COLA funding for pay increases (for base pay increases or under the American Recovery and Reinvestment Act) and Quality Improvement Program funds for pay increases, CDI Head Start will increase the pay of employees in accord with the plan set forth in the grant applications. A portion of the base COLA funding will be used to fund premiums for employee medical coverage, so that employees purchasing single coverage will be required to pay only \$10 (ten dollars) per pay period toward the cost of single coverage; the Addendum will reflect this rate. If, after the effective date of this Agreement, CDI HS receives grants or other funds that CDI HS determines are available for employee pay increases or enhanced benefits, CDI HS will provide as much notice as possible to the Union and will bargain with the Union over proposed pay increases or benefit enhancements. Any disagreement over the amount or distribution of proposed increases will not be subject to the grievance and arbitration provisions of this Agreement.

## ARTICLE 19

### HOURS OF WORK, OVERTIME AND BREAKS

#### **Section 1. Normal Hours of Work**

- A. Work schedules, including work days and hours of attendance, are based upon budget requirements and program needs. Employee compliance with scheduled hours of work is required and monitored by the immediate supervisor.
- B. CDI HS and the Union agree that Employees should receive duty-free meal and rest breaks whenever possible. Because of the minimum coverage standards of federal Head Start, teachers, assistant teachers, and cooks shall be scheduled to work during and shall be paid for the meal periods and, if applicable, snack periods in order to supervise and model for the children; these Employees, but no others, will receive these meals free of charge. All Employees who are scheduled to work at least thirty (30) hours per week shall receive a thirty (30) minute paid meal period. CDI HS intends that all Employees will receive paid morning and afternoon breaks daily, subject to the availability of sufficient staff on a given day to comply with minimum coverage standards. Employees who for whatever reason do not take a paid break will not receive pay in lieu of break, nor will they be allowed to leave work early in lieu of the break.

#### **Section 2. Overtime Pay**

- A. CDI HS shall pay overtime to eligible, non-exempt Employees in accordance with the requirements of The Fair Standards Labor Act of 1938 as Amended (298

USC. 201, et seq.) ("FLSA") and any relevant California law. There shall be no guarantee of overtime hours. All overtime work must have the prior approval of an appropriate supervisor

- B. If overtime is authorized, the following shall apply:
- 1 Overtime pay is calculated at one and one-half (1 1/2) times the Employee's regular hourly rate.
  - 2 Overtime pay shall be paid when an Employee actually works more than forty (40) hours in the work week. By way of example, but not limitation, time spent on vacation, holiday, military leave, PTO, or jury/witness duty shall not be considered hours "actually worked." Additionally, time spent by Stewards in any official Union activity, except as set for in Article 5, Section 2, shall not be considered hours actually worked.
  - 3 CDI HS may require an Employee to work overtime.

## ARTICLE 20

### EDUCATION BENEFITS

#### **Section 1. Unpaid Release Time**

- A. CDI HS agrees to grant unpaid release time for teachers and teacher assistants to pursue education, as set forth below.
- 1 The Employee must have completed his/her initial new probationary period and be in good standing;
  - 2 The Employee must have been accepted and enrolled in a college, university or CDA program that enhances her/his job skills;
  - 3 The course of study must be necessary to complete a degree that is relevant to the Employee's current position with CDI HS or teacher certification requirements, licensing, or to complete a series of courses within a job related area of specialization;
  - 4 The course of program must not be offered at any other time except during the Employee's normally scheduled work hours; and
  - 5 There must be sufficient coverage in the classroom.

#### **Section 2. Tuition Reimbursement**

During the term of this Agreement, CDI HS shall continue its past practice with respect to reimbursement of tuition as described in the Handbook, to the extent that tuition funds are available. Tuition reimbursement will terminate when funds are exhausted.

## ARTICLE 21

### JOB DESCRIPTIONS, VACANCIES AND TRANSFERS

#### **Section 1. Job Descriptions**

CDI HS maintains job descriptions for bargaining unit classifications. CDI HS shall provide Employees with a copy of the job description and any subsequent amendments to the job description. The Employee shall be required to acknowledge receipt of his/her job description and any amended job descriptions. If CDI HS substantially changes the job duties of a bargaining unit classification, it will give the Union as much notice of the changes as reasonably possible and offer the Union a courtesy meeting to discuss the matter.

#### **Section 2. Vacancies**

Bargaining Unit vacancies shall be posted simultaneously both internally to current Employees and externally to the public. The posting should provide, to the extent practicable or necessary, the requirements and qualifications for the position, including but not limited to, education, skills, experience, licenses or certifications, language skills, and rate of pay. CDI HS may, before the position is filled, temporarily transfer a qualified employee to the vacant position until the position can be filled in accordance with the requirements of this Article.

#### **Section 3. Transfers**

Based on the request of the Employee or the legitimate business needs of CDI HS, CDI HS may in its discretion transfer an Employee from one location to another or from one job to another.

#### **Section 4. Employee Transfer Request Procedure**

All Employees who have satisfactorily completed the new hire probationary period, have worked in their current position for a period of twelve (12) months, and are in good standing may request a transfer to a vacant bargaining unit position. To request a transfer, the Employee must be fully qualified to perform the work of the vacant position. All transfers will be at the discretion of CDI HS.

#### **Section 5. Employer Directed Transfer Procedure**

- A. CDI HS will, when feasible, endeavor to determine its need to transfer Employees by the conclusion of the school year preceding the transfer, but CDI HS reserves the right to transfer Employees at any time to meet the needs of the program.
- B. If CDI HS determines that an Employee will be transferred to a different location, CDI HS shall provide as much written notice as reasonably possible to the

affected Employee. CDI will also provide to the Union the transferred Employee's name, current work location, and new work location.

- C. The Union may request a meeting with CDI HS to discuss the proposed transfer(s), which shall be requested within seven (7) business days of CDI HS's notice and shall take place within seven (7) business days of the Union's request. If a meeting is held, then CDI HS shall provide the affected Employees and the Union with notice of its final decision within seven (7) business days of the meeting.
- D. The grievance and arbitration procedures set forth in Article 12 of this Agreement are available to challenge CDI HS's final decision under this Section, provided however, that an arbitrator cannot set aside or otherwise alter or modify CDI HS's final decision unless the arbitrator concludes that the final decision is arbitrary and capricious.

## ARTICLE 22

### HOLIDAYS

Employees will be entitled to paid Holidays as set forth in the Handbook and Addendum.

## ARTICLE 23

### SENIORITY

#### **Section 1. Seniority Defined**

Seniority is the length of continuous paid employment of a regular full-time or regular part-time Employee. Following a break in service, seniority accrual begins anew. When an Employee has completed the introductory period the Employee's seniority date shall revert to the Employee's date of hire. Seniority shall be recognized in the following order:

- A. Time in classification. If two or more Employees have equal time in classification, seniority shall be determined by:
- B. Time in employment by CDI HS. If two or more Employees have equal time in employment by CDI HS, seniority shall be determined by:
- C. Time in the South Los Angeles County, California Head Start Program.

#### **Section 2. Seniority Accrual and Forfeiture**

Seniority will accrue following the Employee's successful completion of his/her initial probationary period and will be retroactive to his/her date of hire. Seniority shall continue to accrue during any sick leave, vacation leave, or approved leave of absence.

Seniority, however, will be forfeited in the case of resignation, retirement, termination, failure to report to work following a leave of absence, unauthorized leave of absence, or layoff in excess of one year.

**Section 3. Pre-CDI HS Seniority List**

As a pre-condition to implementation of Article 23, Section 1, above, the Union will provide to CDI HS a list of Employees, displayed in order from earliest date of hire to most recent date of hire, showing the original date of hire of each Employee by any grantee that preceded CDI HS in the South Los Angeles County, California Head Start Program.

**ARTICLE 24**

**EMPLOYEE BENEFITS**

Employees will be entitled to medical and other benefits as set forth in the Addendum.

**ARTICLE 25**

**UNIFORMS**

CDI HS may require an Employee to wear any kind of special uniform or uniform item, such as protective boots or gloves, as a condition of continued employment. If CDI HS requires an Employee to wear any kind of special uniform or uniform item (other than traditional business attire) it shall be furnished by CDI HS in accordance with past practice and procedure and maintained by the Employee. If an Employee loses (regardless of fault) or intentionally or negligently damages a uniform or uniform item, then the Employee shall pay the entire cost of a substitute uniform or uniform item. The Employees shall be required to wear the uniform or uniform items in the manner directed by CDI HS. The Employee shall return any uniform or uniform item to CDI HS upon resignation or termination of employment. The failure to return any uniform or uniform item may result in the withholding of sufficient funds from the Employee's final paycheck to satisfy the actual costs of the uniform or uniform items.

**ARTICLE 26**

**BULLETIN BOARDS**

- A. CDI HS agrees to provide bulletin board space for use by the Union.
- B. Bulletin board space shall be large enough to accommodate up to four (4) notices measuring a minimum of 8 1/2" X 14" at each authorized location. The Union will be responsible for providing the bulletin boards.
- C. Appropriate space for the bulletin boards will be designated and made available by the administrator or supervisor at each work location.

## ARTICLE 27

### DUES CHECKOFF

#### **Section 1. Deductions**

- A. During the term of this Agreement, CDI HS agrees to deduct Union membership dues or initiation fees, if any, in an amount established by the Union, from the pay of Employees in the bargaining unit who make such request in writing on a lawful checkoff authorization form.
- B. The deduction will begin as soon as reasonably possible following CDI HS's receipt of the authorization form and will continue during the term of this Agreement unless the Employee withdraws the authorization. The Union shall promptly advise CDI HS of any increase in dues. CDI HS shall remit the deductions to the Union in a prompt and reasonable manner.
- C. For each Employee that submits an authorization form for a voluntary contribution to the Union's Committee on Political Action (COPE), CDI HS shall withhold such deduction/contribution from the Employee's wages. CDI HS will forward said deductions according to the pay schedule and will provide the Union with a list of the names of Employees making contributions to COPE and the amount of the contributions deducted for each Employee.
- D. This Article, however, applies only to the deduction of Union membership dues, initiation fees and COPE contributions, if any, and shall not apply to the collection of any fines.

#### **Section 2. Insufficient Pay for Deduction**

In the event an Employee's earnings within any pay period, after deduction for federal withholding taxes, social security, retirement, health insurance, and other legally required deductions, are not sufficient to cover Union dues, the dues will be deducted from the Employee's earnings the following pay period.

#### **Section 3. Indemnification**

- A. The Union shall indemnify, defend, and hold CDI HS, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or equitable) and for all legal costs and attorney's fees arising from any action taken or not taken by CDI HS, its officials, agents and employees in complying with Article 27.
- B. The Union shall promptly refund to CDI HS any funds received in accordance with this Article which are in excess of the amount of dues which CDI HS has agreed to deduct.

**Section 4. Dues Checkoff Authorization Form**

- A. Employees who wish to initiate dues deduction shall use the Dues Checkoff Authorization form supplied by the Union.
- B. The Dues Checkoff Authorization Form shall contain at least the following information:
  - 1 First and Last Name of the Employee
  - 2 Employee Payroll Number (if applicable)
  - 3 Social Security Number
  - 4 Work Address and Telephone Number
  - 5 A statement that the authorization is revocable to the extent required by the National Labor Relations Act.
- C. The form submitted to CDI HS's payroll office shall have the original signature of the authorizing bargaining unit Employee.
- D. CDI HS shall not deduct dues from the payroll of any Employee who has not completed and submitted a Dues Checkoff Authorization form.
- E. CDI HS shall deduct COPE contributions, if authorized by the Employee, on the COPE form.
- F. CDI HS shall provide the Union with a list of Employees every three (3) months. The Employee list shall include the Employees' home address and telephone number unless the Employee objects to the release of the information.

**ARTICLE 28**

**LABOR MANAGEMENT COMMITTEE**

- A. The Employer and the Union agree to establish a labor-management committee for the purpose of discussing items of mutual interest, or items of interest to one or the other of the parties, with a view to maintaining a cooperative and productive relationship for the purpose of benefiting children and families, Employees, the Union, the Employer, and the public, and for the purpose of promoting the health and safety of Employees. The labor-management committee is not intended to engage in collective bargaining and it shall not be used for ongoing negotiations. Either the Union or the Employer may request that a labor-management committee meeting be scheduled at a mutually agreeable time. No request from either party for a meeting shall be

unreasonably denied. The party requesting the meeting will submit an agenda of topics to be discussed; the other party, if it wishes, may also present such an agenda. If both parties agree to hold the labor-management meeting, it will occur and will be limited to the agenda items listed in advance by the parties.

- B. The Employer will pay up to six (6) employees, but not more than one (1) from any single site, for time spent in labor-management committee meetings. The Employer will not transfer employees from one site to another for the purpose of making them ineligible to serve on the labor-management committee.
- C. The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and the quality provision of Head Start services, and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.
- D. As a general matter, the parties will seek to avoid the following topics in labor management committee discussions except to the extent that such matters are necessary to full consideration of matters before the committee: active grievances, private or confidential matters concerning any person, proposed changes to the collective bargaining agreement, and disparaging or inappropriate comments about Employees or Management.

## ARTICLE 29

### ENTIRE AGREEMENT

Upon ratification, this Agreement, the Handbook, the Addendum, and the Pay Scale supersede and cancel any and all prior Agreements or understandings, whether written or oral, and constitute the complete and entire agreement between the parties.

## ARTICLE 30

### SAVINGS CLAUSE, DURATION, AND REOPENER

If any provision of this Agreement is in violation of the laws or regulations of the United States of America or the State of California, then such provision shall not be applicable, performed, or enforced, but the remaining provisions or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

This Agreement shall remain in full force and effect through August 31, 2011 or until such earlier date that CDI HS ceases to be responsible for managing the South Los Angeles County, California Head Start Program.

The parties agree that this Agreement may be reopened at the request of either party, effective September 1, 2010, for the sole purpose of re-negotiating wages and health care benefits. Any dispute resulting from such re-opening shall not be subject to the grievance, arbitration, no-strike, and no-lockout provisions of this Agreement.

COMMUNITY DEVELOPMENT INSTITUTE HEAD START,  
SERVING SOUTH LOS ANGELES COUNTY, CALIFORNIA

Deborah Hicks

Date 9/3/09

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 99

Miss. R. DeLoe  
Chief Negotiator

Gayle D. Williams

Lor Rende Ray

E. Robinson

Dee Muldrow

Alba Lopez

DATE 09/16/09