

AGREEMENT
BETWEEN
ORANGE COUNTY HEAD START
AND
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 99

FOR THE PERIOD BETWEEN
MAY 31, 2006 TO MAY 31, 2009

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ARTICLE I - PREAMBLE

The Employer and the Union agree that in the best interests of the children and families served, the Employer and the Union will work together to assure the highest level of service possible. The parties acknowledge that the provision of the highest standard of child development and school readiness along with guidance to parents shall be the primary consideration of their relationship with one another.

ARTICLE II - UNION RECOGNITION

SECTION 1. The Employer hereby recognizes and acknowledges the Union as the sole and exclusive bargaining representative of the employees of the Employer as defined in Section 2 of this article pursuant to certification of the National Labor Relations Board Case Number: 21-RC-20793.

SECTION 2. The bargaining unit shall consist of all full-time and regular part-time professional nurses and all full-time and regular part-time non-professional teacher assistants I, teacher assistants II, teachers, family services advocates, transportation assistants, custodians, cooks, and food service assistants employed by the Employer at its 22 centers, excluding all other employees, as set forth in the certification issued in NLRB case No. 21-RC-20793.

SECTION 3. The Employer may create new bargaining unit job classifications, upon thirty (30) days notice to the Union in advance of the implementation of the new job classification. The Employer agrees to discuss the wage rate to be assigned to the new classification with the Union prior to implementation. Disputes over the appropriate wage rate for the new classification may be submitted to the grievance and arbitration procedures set forth herein.

ARTICLE III - UNION SECURITY – DUES CHECKOFF

SECTION 1. It shall be a condition of employment that all employees covered by this agreement and hired, rehired, or transferred into a bargaining unit position on or after its effective date shall, on the thirtieth (30) day following the beginning of such employment, become and remain members of the Union.

For purposes of this Article, an employee shall be considered a member of the Union in good standing if the employee tenders periodic dues and initiation fees equal to that uniformly required as a condition of employment.

SECTION 2. Any employee who has failed to maintain membership in good standing as required by this Section shall, within fifteen (15) calendar days following the receipt of a written demand from the Union requesting the employee's discharge, be discharged, if during such period, the required dues and initiation fees have not been tendered.

SECTION 3. Upon receipt of duly executed authorization cards, the Employer agrees to deduct from the pay of all employees who are members of the Union the established monthly dues and initiation fees and to remit such deductions to the Union. The Employer shall make deductions

on a bi-weekly period each month. All monies deducted by the Employer pursuant to this Section shall be held in trust by the Employer until transmitted to the Union, and such transfers of deducted monies to the Union shall occur no less often than once each calendar month. The Employer shall transmit the amounts deducted in accordance with the Letter of Understanding between the parties made part of this Agreement.

SECTION 4. The Employer will furnish to the Union a bargaining unit list with the following information within ten (10) days after the effective date of this Agreement and then at the beginning of each calendar quarter thereafter. The list shall include: employee ID number, first name, last name, addresses, work location, date of hire, job classification, phone number, job status (part-time, full-time, etc.), date of birth, gender, and seniority date for each bargaining unit employee. The Employer will forward a list of new hires and terminations to the Union each month.

SECTION 5. The Employer shall deduct bi-weekly contributions to the Union's Committee on Political Education (COPE) from the paycheck of each employee who has executed a proper voluntary payroll deduction form that has been submitted to the Employer. Such contributions shall be forwarded to the Union by separate check on a monthly basis. The Employer shall submit a list to the Union quarterly of the total amount deducted per employee.

SECTION 6. The Union accepts the full responsibility for the authenticity of each and every authorization submitted by it to the Employer. The Union shall indemnify, save and hold harmless the Employer from any claims, suits, judgments, or attachments resulting from any Employer actions taken consistent with and pursuant to the provisions of this Article. Moreover, the Union shall return any such monies deducted or transmitted to it in error.

ARTICLE IV - MANAGEMENT RIGHTS

SECTION 1. Except as expressly and specifically limited or restricted by a provision of this Agreement, Orange County Head Start, Inc. has and shall retain the full right to manage the business and direct the work force. These management rights shall include, but not be limited to, the management of the business; to plan, control, increase, decrease, change, discontinue, transfer or relocate operations, in whole or in part; to introduce new or improved methods, techniques and/or equipment; to determine and change work performance levels and standards of performance, including standards of productivity, quality and efficiency; to engage in continuous quality improvement, including selection of Employees to serve on committees that are not referenced in this Agreement; to determine, maintain and change the efficiency of operations; to determine, maintain and change all programs relating to instruction and care of program participants; to hire, suspend, demote, discharge or discipline covered employees for just cause; to layoff employees for lack of work, and terminate probationary employees during the trial period without recourse; to add to or reduce the number of shifts; to establish or change work schedules, including starting and ending times, to meet program demands; to determine the number and qualifications of employees to be employed; to define jobs it now has or may create in the future; and assign existing employees to meet current work needs, including the number and type of employees assigned to any particular shift or work area; and to adopt and from time to time modify, rescind, or change reasonable safety rules and work rules so long as such rules

are not inconsistent with any existing provisions of this Agreement, and to enforce such rules; and to take whatever action is either necessary or advisable to direct the Employer's Employees.

SECTION 2. All rights heretofore exercised by the Employer, and not contracted away by this Agreement are retained solely by the Employer.

SECTION 3. The failure of Management to exercise any rights contained herein shall not constitute a waiver of same.

SECTION 4. It is further agreed that the rights specified herein may not be impaired by an arbitrator or arbitration even though the parties may agree to arbitrate the issue involved as provided hereinafter.

ARTICLE V - UNION RIGHTS

SECTION 1. Authorized officers and business representatives of the Union shall be permitted to visit sites where employees covered by the Agreement are working for purposes related to the administration of this Agreement, provided:

A. In order to visit with employees at the work site, advance notice by an employee or the union representative must be provided to the Center Director, supervisor or Manager of the work group being visited, and the visiting Union representative must sign in at the work site upon arrival. Advance notice is not required if a Union officer or representative briefly visits a site to post bulletin board notices or speak with an employee on non-working time and in designated non-work areas;

B. The visiting Union representative may not in any way interrupt the work of any employee nor disrupt the Employer's operations in any way, including entering a classroom while children are present without the express written permission of the Employer;

C. The visiting Union representative shall conform to the rules and policies applicable to any other visitor to the work site and shall wear any required health, safety and/or sanitary equipment in work areas.

SECTION 2. The Employer retains the right to remove any Union representative from a work site for non-compliance with the requirements of Section 1. above. The Employer shall provide the Union a written statement of the reasons for the removal within the following three (3) business days.

SECTION 3. The Union shall be permitted to utilize two (2) feet by two (2) feet of bulletin board space at each work site, which may be used by the Union to communicate with bargaining unit employees regarding recreational, educational, social affairs, elections, meetings and other union business.

SECTION 4. The Union shall have the right to designate, pursuant to its own procedures, one (1) steward at each worksite. The Union shall provide the Employer with a list of authorized stewards. Stewards must conduct all union business on non-working time, unless they are meeting with the Employer regarding a grievance or investigation that could lead to disciplinary

action during working time. Non-working time shall include breaks, lunch, and before or after the employee's scheduled shift.

SECTION 5. During new employee orientation, employees will be provided with a copy of this Agreement, along with a list of names and contact numbers for all union stewards and any designated union representatives and a folder of information. The above packet of information will be provided to the Employer by the union. The employer will forward the names, classifications and worksite locations to the union after each new employee orientation.

SECTION 6. An employee may request short term unpaid leaves for Union business by written notice to the Employer at least fourteen (14) calendar days in advance of the requested leave. The Employer may grant such a request for leave at its sole discretion.

ARTICLE VI - LABOR MANAGEMENT COMMITTEE

SECTION 1. Following ratification of this Agreement, the Labor/Management Committee shall meet within ten business days following the written request of either party. There shall be no more than one (1) meeting per month. Dates and times for these meetings will be arranged mutually by the Agency and the Union, and agenda items shall be exchanged in advance. The Executive Director or his/her designee(s) and the Director of Human Resources or his/her designee(s), a Union Representative or his/her designee, and up to seven (7) members of the bargaining unit shall attend. Employees will be paid at their regular straight time rate for time spent attending Labor Management Committee Meetings.

The Employer agrees to notify the Union of any intended reorganization of bargaining unit staff or significant change in operations, and agrees to discuss any related issues in Labor Management meetings.

SECTION 2. The Employer and the Union agree to cooperate whenever possible to raise the standards of professionalism and service. It is recognized that management and employees will interact in such a manner as to assure dignity and respect for each other. However, no grievance may be filed alleging violation of this Section of the Agreement.

ARTICLE VII - HEALTH AND SAFETY

SECTION 1. The Employer shall provide a safe workplace for all employees.

SECTION 2. The Employer will continue to observe all applicable Federal and State laws governing health and safety in the work place.

ARTICLE VIII - SUPERVISORS

SECTION 1. Employees will be advised of the identity of their direct supervisor. This section will not be construed to limit supervision of employees to their direct supervisor.

SECTION 2. Non-bargaining unit personnel who are regularly employed by the Company may perform bargaining unit work when necessary for training, emergencies, attendance/tardiness,

relief of employees for breaks and/or lunch, and to meet performance standards and program demands. For purposes of this section, attendance shall mean filling in when employee(s) are absent for any reason, excused or unexcused.

ARTICLE IX - NON-DISCRIMINATION

SECTION 1. The Employer shall not discriminate against, or in favor of, any employee in the bargaining unit on account of race, color, religion, sex, age, national origin, sexual orientation, marital status, physical or mental disability that can be reasonably accommodated, veteran status, union activity or union membership.

SECTION 2. Whenever used in this Agreement, masculine personal pronouns and feminine personal pronouns shall be construed to mean either sex unless explicitly stated otherwise.

ARTICLE X - EMPLOYEE CLASSIFICATIONS

SECTION 1. Employees consistently working a weekly schedule of thirty (30) hours or more per week will be classified full-time.

SECTION 2. Employees consistently working a weekly schedule of less than thirty (30) hours per week will be classified part-time.

SECTION 3. Employees who are hired for a specific term of employment not to exceed sixty (60) calendar days will be classified temporary. Such employees shall not be subject to the terms of this Agreement, however, if their continuous employment exceeds sixty (60) consecutive calendar days, such employees will be reassigned as either full or part-time and shall become subject to the terms of this Agreement on a prospective basis.

SECTION 4. Employees hired as substitute or extra staff, who do not consistently work a regular schedule and instead are called to work on a sporadic, as needed basis to replace absent employees or perform special short term assignments, will be classified intermittent. Such employees shall not be subject to the terms of this Agreement.

SECTION 5. Employees hired through an employment agency to work either on a temporary or intermittent basis, as defined above, shall not be subject to the terms of this Agreement.

ARTICLE XI - PROBATIONARY PERIOD

SECTION 1. Newly hired employees in the classifications of nurse, teacher, teacher assistant I, teacher assistant II, and family services advocate shall be considered probationary for the first eighty (80) worked days of employment. Newly hired employees in the classifications of transportation assistant, custodian, cook, and food service assistant shall be considered probationary for the first sixty (60) worked days of employment. No seniority or other employee benefits, with the exception of paid holidays, shall accrue during the probationary period. Upon successful completion of the probationary period, employees will be retroactively credited with

accrual of seniority and other applicable employee benefits for the term of the probationary period.

SECTION 2. Probationary employees may be disciplined, laid off, and/or terminated at any time and for any reason by the Employer. Probationary employees shall have no recourse to the grievance and arbitration provisions of this Agreement.

ARTICLE XII - DISCIPLINE

SECTION 1. Discipline shall be progressive (except as provided below), beginning with verbal counseling, written warning, final written warning or improvement plan, and discharge. The parties understand certain offenses may require discharge or other disciplinary measures without prior progressive discipline.

SECTION 2. Employees covered by this Agreement who have completed their probationary period shall be disciplined only for just cause.

SECTION 3. The Employer agrees to provide copies of any written disciplinary action to the employee with a copy to the Union upon request. Employees who wish to review their personnel files must notify the Employer, in writing, twenty-four (24) hours prior to viewing.

SECTION 4. The Employer agrees that it will make every effort to maintain privacy when discipline is administered.

SECTION 5. The Employer may suspend employees pending investigation. Employees will receive their regular pay during any suspension pending investigation. Employees may be suspended pending termination, in order to comply with Head Start Performance Standards. Such suspension shall be unpaid and employees will not be allowed to return to the Employer's premises while suspended.

SECTION 6. The Employer recognizes the rights of employees to request that a union representative or steward be present during any investigatory interview that could lead to disciplinary action.

ARTICLE XIII - GRIEVANCE AND ARBITRATION

SECTION 1. Definition: The purpose of this Article is to provide the sole and exclusive method for the Union to orderly and amicably settle any dispute with the Employer arising as or out of the application, interpretation or alleged violation of a specific provision of this Agreement.

SECTION 2. General Procedures: Before filing a formal grievance, an employee is encouraged, not required, to discuss the problem with the immediate supervisor, and the employee may do so with or without a steward being present. The grievance shall be on a form provided by the Union stating the issue(s) of the grievance, including the Articles and Sections of the contract breached, if applicable. It must also include a proposed remedy. The grievance

must be signed by the aggrieved employee and/or a designated representative. All grievances may be settled, pursued, or withdrawn by the Union at its sole discretion.

SECTION 3. Grievance Procedure:

A. The Union or any employee declaring a grievance to exist shall submit same in writing to the Human Resources Department as promptly as possible, but no later than fourteen (14) calendar days following either the occurrence out of which the grievance arose or following the first date upon which the grievant or Union could reasonably be assumed to have known of the occurrence.

B. Within seven (7) calendar days after the written grievance is submitted, a grievance meeting between the Department Manager (and/or other Employer designee) and the grievant, his/her steward and/or Union Representative shall be held.

C. The Employer shall provide a written answer to the grievance within seven (7) calendar days after the grievance meeting. Should a grievance remain unresolved after the Employer's written answer, the Union may advance the grievance to binding arbitration provided it provides written notice to the Employer within fourteen (14) calendar days from receipt of the Employer's written answer.

SECTION 4. Arbitration:

A. Any grievance filed more than fourteen (14) calendar days after the cause for complaint was known to the employee or Union shall be considered waived and shall not be subject to arbitration. A grievance that is not advanced through the grievance procedure or to arbitration as set forth herein in a timely manner by the Union shall be deemed waived and shall not be subject to arbitration. The time limits contained in this Section may be extended by mutual consent.

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

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

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

E. The parties agree that the submission to the arbitrator shall be based solely upon the original written grievance submitted in the grievance procedure. The award of the arbitrator

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

F. Each party shall bear its own expenses that it incurs in presenting its case. The costs of the arbitration including the meeting room, the arbitrator's fees and expenses, and the expenses of the transcript shall be shared equally by the parties, unless otherwise ordered by the arbitrator.

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

ARTICLE XIV - NO STRIKE/NO LOCKOUT

SECTION 1. The Union, its agents, and bargaining unit employees will not collectively, concertedly, individually, or in any manner whatsoever, engage in, incite or participate in any strike, sit down, stay-in, slowdown, boycott or work stoppage, picketing of the Employer, sympathy strike, or hand billing of the public concerning a grievable issue only during the term of this Agreement. The Employer agrees that that during the term of this agreement, it shall not lock out any of the employees covered by this Agreement. It is further understood that duly authorized representatives of the Union shall use their best efforts on behalf of the Union to actively encourage any employees engaging in a violation of this section to cease such conduct. Employees found to have violated the terms of the Article shall be subject to discipline up to and including discharge.

ARTICLE XV - SENIORITY

SECTION 1. Seniority is defined by an employee's continuous length of service with the Employer since the employee's most recent hire or transfer into a bargaining unit position. Seniority will not be affected by seasonal or summer layoffs. If more than one employee has the same date of hire, the employee with the lower social security number, considering only the last four digits, shall be considered the more senior.

SECTION 2. Layoff and Recall

A. Lay-off: In the event the Employer determines a layoff is necessary, the Employer shall notify the Union at least thirty (30) days in advance of the lay-off, unless extraordinary circumstances arise which prevent the Employer from providing thirty (30) days notice. In such event, the Employer shall provide advance notice as far in advance of the lay-off as possible. Upon request, the Employer shall meet with the Union within seven (7) days to discuss the layoff and any alternatives; however, the Employer retains the sole right to determine a layoff is necessary and the number of employees in each classification subject to layoff. Any temporary employees in the affected classification shall be laid off before bargaining unit employees.

B. The Employer will select employees for layoff based on skill, qualifications and performance by classification. In cases where skill, qualifications and performance are equal, the less senior employee within the classification shall be laid off first. If an employee is laid off while a less senior employee is retained, the reasons for such decision shall be provided in writing to the Union within ten (10) days of submission of a request to Human Resources.

C. Employees subject to layoff shall be eligible for placement in vacant lower rated bargaining unit positions, in order of seniority, provided they have the necessary skills and qualifications.

D. Recall: Employees shall be recalled in reverse order of their layoff until the desired number of employees is recalled.

E. The parties recognize that the Employer lays off employees for summer recess, and that such lay offs are not subject to the provisions of this Article.

SECTION 3. Seniority Lists: The Employer shall forward a seniority list of unit employees to the Union within thirty (30) days of the effective date of this agreement. The seniority list shall include name, date of hire, classification, starting date in the classification, and employee status (full or part time). Thereafter, the Employer will promptly provide a seniority list from the Union, but no more than once each calendar quarter.

SECTION 4. Center Assignments: At the end of the school year, all employees will submit a Center Assignment survey to Human Resources. Employees at that time may request a transfer to another location, beginning with the start of the next school year. A list of all openings that occurred during the school year will be posted at each center concurrent with distribution of the Center Assignment survey forms. All transfer requests will be evaluated by management, based on program considerations. If a transfer request is deemed feasible by management, selection between two or more employees requesting the transfer will be based on seniority, provided skills, qualifications and performance are equal. Reasons for a decision will be provided to the Union in writing within ten (10) calendar days from receipt of a written request to Human Resources in situations where 1) a transfer request was deemed not feasible, or 2) a less senior employee is granted her transfer request.

SECTION 5. Job Openings: Bargaining unit job openings shall be posted on designated bulletin boards. In order to be considered for promotion, employees must submit an application to Human Resources.

SECTION 6. Promotions: Any employee seeking promotion to a higher rated bargaining unit classification must apply to Human Resources. Employees will be interviewed and selection between two or more employees seeking a promotion will be based on seniority, provided skills, qualifications and performance are equal. If a less senior employee is granted a promotion, the reasons for such decision shall be provided in writing to the union within ten (10) calendar days of a written request to Human Resources. The Employer retains the right to interview and select external applicants for any opening. The parties recognize that parents of the program participants shall be given preference in hiring pursuant to Head Start performance standards.

SECTION 7. An employee's seniority shall be nullified if any of the following occur:

1. Discharge for just cause;
2. Voluntary resignation;
3. Failure to respond within three (3) days after receipt of notice by certified mail of recall, or failure to report for work within five (5) days of such notice;
4. Continuous layoff for lack of work exceeding six (6) months, excluding layoff for summer recess;
5. Retirement.

SECTION 8. Seniority shall continue to accrue during any approved leave of absence, all summer recess layoffs, and any layoffs of up to six (6) continuous months.

ARTICLE XVI - LEAVES

SECTION 1. Bereavement Leave: In the event of a death in an employee's immediate family, the employee will be granted up to five (5) days leave of absence with pay upon request. Employees may also utilize vacation, personal days or leave without pay for additional time off if requested and approved by their supervisor. Immediate family shall be defined as mother, father, sister, brother, spouse, qualified domestic partner, child, grandparent, grandchildren, mother – in- law, father-in-law, brother-in-law, sister-in-law, stepparent and stepchildren. Reasonable verification of death must be provided upon request. Probationary, intermittent and temporary employees are not eligible for paid bereavement leave.

In the event of a death of a non-immediate family member or friend, employees may utilize vacation, personal days or leave without pay with approval of their supervisor.

SECTION 2. Union Leave: An unpaid leave of absence may be granted, if staffing permits, to employees accepting a position with the Union for a period of up to one (1) year. A written request for such leave must be submitted at least thirty (30) days in advance of the proposed start of the leave. No compensation or benefits shall be paid for any period of Union Leave, but seniority shall continue to accrue. Any extension of such leave must be requested in writing and may be granted at the discretion of the employer. The employer may fill any vacancy created by union leave, temporarily. The employer shall provide a written notification thirty (30) days in advance before permanently filling the position, so that the employee may return to that position. If their position has been permanently filled, employees returning from union leave will be offered the first available opening in a comparable position.

SECTION 3. Jury Duty Leave: Employees summoned and reporting for jury service shall be excused for the calendar day(s) of such service. Employees shall receive their regular pay for three (3) days of jury service each calendar year, provided they are not on a leave of absence or layoff at the time of jury service.

SECTION 4. Other Leaves

The Employer shall maintain its leave policies contained in its Employee Handbook dated October 15, 2003 for the term of this Agreement, provided that any changes to these policies

which are applicable to non-bargaining unit employees shall be equally applicable to bargaining unit employees. However, the Employer may not eliminate any leave category referenced herein during the term of this Agreement, and all leave policies must remain in compliance with Federal and State laws and regulations. The Employer will notify the Union in advance of any changes that materially diminish the benefits accorded under these policies and will meet upon request prior to implementation. The policies incorporated by reference into this Agreement are as follows:

- a) Medical and Family Care Leaves of Absence
- b) Leave for the Employee's Own Illness, Injury or disability
- c) Workers' Compensation Leave
- d) Leave Due to Pregnancy or Pregnancy-Related Reasons
- e) Leave to Care for a Newborn or Child Placed into the Employee's Home
- f) Family Care Leave
- g) Administrative Leave
- h) Leave without Pay
- i) Religious Practices Leave
- j) Excused Absences
- k) Military Leave
- l) Parental Leave
- m) Literacy Leave
- n) Unpaid Time Off for Victims of Domestic Violence

ARTICLE XVII - HOURS OF WORK, OVERTIME AND PAYDAY

SECTION 1. The work week for all employees begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on the following Friday. All employees shall be paid every other Friday. Paydays are for work performed during the prior two week period and paychecks will be deposited through direct deposit or mailed at the employee's option.

SECTION 2. Hours of work: Annual term of work for each classification is set forth in Appendix "B" of this Agreement. Shift schedules, including starting and ending times, will be determined by the Employer based on program needs. The Employer will give the employee (s) advance notice of any permanent shift schedule changes. The Employer will meet with the Union upon request to discuss any permanent shift schedule changes. Nothing in this Section shall be construed as a guarantee of work.

SECTION 3. Overtime: Overtime at the rate of one and one-half (1 ½) times the individual's straight-time rate shall be paid for:

1. All hours worked in excess of eight (8) hours in a work day;
2. All hours worked in excess of forty (40) straight-time hours worked in one work week;
3. The first eight (8) hours worked on the seventh consecutive worked during a work week.

Overtime at the rate of two (2) times the straight-time rate shall be paid for:

1. All hours worked in excess of twelve (12) in one work day;
2. All hours worked over eight (8) on the seventh consecutive day worked during a work week.

Paid time off for holidays, vacation, sick leave, personal days, paid breaks, and leaves of absence for any reason shall not be considered time worked for purposes of computing overtime. There shall be no pyramiding of overtime calculations. No overtime shall be worked without the prior approval of a supervisor. Overtime will be assigned on a voluntary basis. However, employees may be required to stay after their shift until relieved to provide custodial care for a participant if other qualified personnel are not available. Compensatory time off cannot be used to replace the payment of overtime.

SECTION 4. Rest Periods: Employees will be entitled to one ten (10) minute rest period for each four (4) hour period worked, and employees may be allowed up to fifteen (15) minutes per rest period if granted by the supervisor in accordance with operational needs. Rest periods shall be scheduled by the supervisor, and cannot be regularly scheduled for the first or last hour of the shift.

SECTION 5. Meal Periods: Employees who work more than five (5) hours in a work day shall be entitled to a thirty (30) minute unpaid meal period. The meal period will be scheduled by the supervisor, but whenever practicable, shall be scheduled at approximately the halfway point of the shift. Employees shall not normally be required to perform work duties during their meal period. If an employee is required by their supervisor to perform work duties during their meal period, the employee will be considered on duty for the period they are performing work and shall be compensated at the appropriate rate of pay.

SECTION 6. Call-in: Employees who will be tardy or absent from work must call their supervisor, or call in as designated by their supervisor, as soon as possible, but not later than sixty (60) minutes prior to the start of their scheduled shift, unless a bona fide emergency prevents the employee from calling.

SECTION 7. Employees are expected to attend scheduled pre-services/in-services and workshops/training as designated by their supervisor. Employees on approved vacation or leave of absence will be excused from attendance. Attendance at in-services or workshops/training shall be considered time worked for overtime purposes.

ARTICLE XVIII - JOB DESCRIPTIONS

SECTION 1. The Employer shall maintain job descriptions for each bargaining unit position, and shall provide the Union with copies of each job description upon request. Job descriptions shall not be construed to limit the duties that can be assigned to employees, but the Employer agrees to meet with the Union upon request, within fourteen (14) calendar days, to discuss any assignments of duties the Union considers unreasonable. The Employer may modify the job

descriptions, and will provide the Union with notification concurrent with Policy Council approval.

SECTION 2. If the Policy Council's approval is deemed unnecessary to modify job descriptions then the Employer agrees to provide notification to the Union within fourteen (14) calendar days before implementation.

ARTICLE XIX - WORKING OUT OF CLASSIFICATION

SECTION 1. Employees temporarily assigned by their supervisor to a higher rated classification for one work day or more will be paid the starting rate of the higher rated classification or three percent (3%) above their regular straight time rate, whichever is higher, for the time worked in that classification. Temporary and incidental assumption of the duties of another classification does not qualify as assignment to a different classification for purposes of this Section.

SECTION 2. Teachers temporarily assigned to work as a Teacher Assistant during a period they are not regularly scheduled to work (Winter and Spring breaks and Summer layoff) shall be paid at three percent (3%) above the starting rate of the Teacher Assistant II classification, depending on their degree status.

ARTICLE XX - VACATION

SECTION 1. Regular full-time employees who work on a full year (12 months) schedule shall be entitled to vacation benefits as set forth herein. Regular part-time employees who work on a full year basis shall be entitled to vacation benefits on a pro-rata basis. Regular full-time and part-time employees who work on less than a full year basis, intermittent, and temporary employees are not eligible for vacation benefits.

SECTION 2. The vacation accrual rates set forth below are based on a forty (40) hour work week. Regular full-time employees shall accrue vacation as follows:

<u>Completed Years of Service</u>	<u>Full-Time Accrual Rate</u>
0 – 1	4 hours/month (6 days per year)
2 – 4	8 hours/month (12 days per year)
5 – 10	10.66 hours/month (16 days/ year)
11 - 14	13.33 hours/month (20 days/ year)
15 or more	16 hours/month (24 days/year)

Employees will not accrue vacation during a layoff or leave of absence for any reason.

SECTION 3. Vacation will not be granted in advance of accrual. Employees will not receive pay in lieu of vacation, except as set forth below in this section. Vacation time earned, but not taken, may be accumulated up to a maximum of 280 hours (35 working days). Further accruals will cease once the maximum is reached. Accruals will resume once the employee takes

vacation time, until the maximum is again reached. Any accrued but unused vacation time will be paid upon termination of employment.

Upon written request to the employee's supervisor, with approval by the Division or Department Director, up to forty (40) hours of earned vacation time may be paid each calendar year. Pay in lieu of vacation may be granted at the discretion of the Employer.

The Employer will allow pay of an additional forty (40) hours of earned vacation time each calendar year to any employee for purposes of donating the proceeds to another employee who is unable to work due to a serious injury or illness. The employee must submit a written request to their Division or Department Director specifying the employee who will receive the donation.

SECTION 4. If a recognized paid holiday occurs during a vacation period, it will not be charged against vacation used.

SECTION 5. Vacation requests will be granted or denied by the Employer in accordance with operational needs. In the event two or more employees in the same classification at a worksite request the same vacation, but all requests cannot be granted, the more senior employee(s) will be given preference.

ARTICLE XXI - WINTER AND SPRING BREAK

SECTION 1. Regular full-time and part-time employees who work less than a full year (11 months or less) schedule shall be paid during Winter and Spring breaks, based on their regular hourly straight time rate and scheduled regular hours of work.

SECTION 2. All pay for Winter and Spring break shall be inclusive of holiday pay. Employees will not receive holiday or vacation pay in addition to their pay during Winter and Spring break. Pay during Winter and Spring breaks shall not be considered an accrued benefit and employees will not be paid for any breaks upon termination.

ARTICLE XXII - HOLIDAYS

SECTION 1. Regular full-time and part-time employees shall receive holiday pay for the following holidays:

New Year's Eve Day	Labor Day
New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Probationary, intermittent and temporary employees are not eligible for holiday pay.

SECTION 2. The date of observance for the above holidays will be scheduled by the Employer and posted at each worksite at the beginning of each school year.

SECTION 3. In order to receive holiday pay, employees must work their scheduled shift before and after the date the holiday is observed. If an employee is ill on a day preceding or following a holiday an employee may be required to provide doctor verification, upon request, to receive holiday pay. Employees on a leave of absence or layoff shall not be entitled to holiday pay.

SECTION 4. Holiday pay shall be paid at the employee's regular straight-time rate. The number of hours paid shall be commensurate with the employee's regularly scheduled hours of work.

SECTION 5. Employees working on a holiday shall be paid holiday pay in addition to the pay at the regular straight time rate for the number of hours worked.

ARTICLE XXIII - SICK LEAVE

SECTION 1. Regular full-time and part-time employees shall accrue sick leave benefits each month worked at the rate equal to the number of hours they are scheduled to work in one (1) regular work day. Intermittent and temporary employees shall not accrue sick leave benefits. Employees on leave of absence or layoff shall not accrue sick leave benefits.

SECTION 2. Sick leave may be accrued up to a maximum of 320 hours. Further accruals will cease once the maximum is reached. Accruals will resume once the employee utilizes sick leave, until the maximum is again reached.

SECTION 3. Sick leave may not be utilized before accrual. Accrued unused sick leave will not be paid upon termination.

SECTION 4. Sick leave may only be used during absences due to the sickness or injury of the employee, care of an immediate family member due to injury or illness, medical, dental or optical diagnosis or treatment, or approved FMLA or Pregnancy Disability leave. Employees are required to utilize any accrued, unused sick leave during any approved FMLA or Pregnancy Disability leave.

SECTION 5. Medical certification for usage of sick leave may be required by the employee's supervisor in the event of excessive absenteeism, or a pattern of absenteeism. Failure to provide certification upon request may result in denial of sick leave benefits.

ARTICLE XXIV - PERSONAL DAY

SECTION 1. Regular full-time and part-time employees shall accrue two (2) personal leave days each calendar year worked. Intermittent and temporary employees shall not be eligible for personal leave days. Eligible employees may not utilize a personal leave day until completion of their probationary period. Employees will be paid for a personal leave day based upon their regular straight-time rate and regularly scheduled hours of work.

SECTION 2. Personal leave cannot be used in increments of less than one full day.

SECTION 3. Unused personal leave cannot be carried over to following years and is not paid upon termination.

SECTION 4. Personal leave must be scheduled and approved in advance with the employee's supervisor.

ARTICLE XXV - MILEAGE REIMBURSEMENT

SECTION 1. Employees using their personal vehicle for Employer business shall be reimbursed for such usage for each mile traveled at the rate of thirty-seven and a half (.375) cents for all miles driven performing their assigned duties and responsibilities. If the rate paid for all other employees is increased above thirty-seven and a half (.375) cents, the same increase will apply to bargaining unit employees.

SECTION 2. Employees will be responsible for completing and submitting mileage logs supplied by the Employer in order to be eligible for reimbursement.

ARTICLE XXVI - TUITION REIMBURSEMENT

SECTION 1. The Employer shall provide up to \$400.00 annually to regular full-time and part-time employees to reimburse them for cost of taking course work toward a degree related to the employee's present position, or a position with the Employer to which the employee aspires, in conjunction with an approved education plan. Intermittent and temporary employees are not eligible for tuition reimbursement. Employees must submit a description of the courses to be taken and obtain prior written approval from Human Resources, and must obtain a grade in the course of "C" or better, in order to receive tuition reimbursement.

ARTICLE XXVII - HEALTH, DENTAL AND VISION BENEFITS

SECTION 1. Eligible bargaining unit employees will be covered for the term of this Agreement under the Medical, Dental and Vision benefit plans offered to all other employees of the Employer. The Employer shall also offer a Flexible Spending Account plan for eligible employees.

SECTION 2. Regular full-time and part-time employees shall become eligible for coverage during the first month following completion of thirty (30) days of employment. In order to receive coverage, employees must submit enrollment forms to Human Resources. Intermittent and temporary employees are not eligible to participate in the benefit plans.

SECTION 3. A Benefits Advisory Committee will be formed to evaluate and make recommendations concerning the current benefit plans and alternatives, with the goal of securing the best overall coverage within cost limitations. The Committee will be comprised of no more than five (5) bargaining unit members appointed by the Union, and no more than three (3)

Employer representatives. No more than three (3) non-bargaining unit employees may also be appointed by the Employer to serve on the Committee. The Committee will hold its first meeting no later than August 30, 2006, and will meet no less than monthly thereafter through December, 2006. The Committee shall adhere to the same meeting schedule during succeeding years of this Agreement.

SECTION 4. The Employer will contribute the monthly amount of \$389.77 per employee for coverage under the current HMO/Dental/Vision plan until December 31, 2006. Effective January 1, 2007, the Employer will contribute the monthly amount of \$370 for coverage under an HMO/Dental/Vision plan. Effective January 1, 2008, the Employer's contribution will increase to \$400, and effective January 1, 2009, the Employer's contribution will increase to \$430. If premium costs for employee coverage under the HMO/Dental/Vision plan(s) offered by the Employer exceed the above contribution amounts, fifty percent (50%) of the difference will be paid by employee contributions and fifty percent (50%) by the Employer. The premium cost for any enrolled spouse and/or dependents of the employee shall be paid entirely by the employee. The parties agree that the Benefits Advisory Committee will evaluate any proposed changes to the HMO/Dental/Vision plans or providers and their recommendations will be given due consideration prior to implementation of any changes.

SECTION 5. The Employer will contribute the monthly amount of \$596.31 per employee for coverage under the current PPO/Dental/Vision plan until December 31, 2006. Effective January 1, 2007, the Employer will contribute the monthly amount of \$450 for coverage under a PPO/Dental/Vision plan. If premium costs for employee coverage under the PPO/Dental/Vision plan(s) offered by the Employer exceed the above contribution amount, the difference will be paid by the employee. The premium cost for any enrolled spouse and/or dependents of the employee shall be paid entirely by the employee. The parties agree that the Benefits Advisory Committee will evaluate any proposed changes to the PPO/Dental/Vision plans or providers and their recommendations will be given due consideration prior to implementation of any changes.

SECTION 6. Any employee choosing to opt out of coverage under the offered plans shall receive \$500 per calendar year, upon submission of proof of alternate coverage under another plan.

ARTICLE XXVIII - TAX SHELTERED ANNUITY

SECTION 1. Eligible employees may participate in the tax sheltered annuity program maintained by the Employer for the term of this Agreement. Regular full-time and part-time employees become eligible to participate upon completion of six (6) months of employment. Intermittent and temporary employees are not eligible to participate.

SECTION 2. The Employer shall contribute an amount equal to three and a half percent (3.5%) of a participating employee's gross monthly salary into the annuity plan on a monthly basis. The Employer will match any employee contributions up to three and a half percent (3.5%) of gross monthly salary. The Employer's total contribution will not exceed seven percent (7%). Employees may contribute up to twenty percent (20%) of their pretax earnings into the plan, up to the maximum amount allowable under Federal law.

SECTION 3. Employer contributions to the plan shall vest according to the following schedule for all employees hired after the effective date of this Agreement:

<u>Completed Years of Service</u>	<u>Percentage Vested</u>
1 year	25%
2 years	50%
3 years	75%
4 years	100%

SECTION 4. Any changes to the terms and conditions of the tax sheltered annuity program, including providers, investment choices, and eligibility (with the exception of eligibility set forth in Section 1, the contribution and matching amounts set forth in Section 2 and the vesting schedule set forth in Section 3 herein), shall apply to bargaining unit participants if equally applied to other participating employees of the Employer.

ARTICLE XXIX – LIFE, AD&D, LTD INSURANCE & EAP

SECTION 1. Life, AD&D, LTD Insurance: Eligible bargaining unit employees may participate in the life, accidental death and dismemberment, and long term disability insurance programs maintained by the Employer. Regular full-time employees become eligible to participate upon completion of their probationary period. Intermittent and temporary employees are not eligible to participate.

SECTION 2. EAP: Bargaining unit employees and members of their immediate family may participate in the Employee Assistance Program (EAP) maintained by the Employer.

SECTION 3. The Employer agrees to maintain the above benefits through the term of the contract. The Employer will notify the Union of any changes in the benefits at least thirty (30) calendar days prior to implementation.

ARTICLE XXX - WAGES

SECTION 1. All current wage rates for current bargaining unit employees will be maintained during the 2006-2007 school year.

SECTION 2. Starting wage rates for employees hired after the effective date of this Agreement are set forth in Appendix “A” of this Agreement.

SECTION 3. If the Employer is granted a Federal COLA increase in for the 2007-2008 or 2008-2009 school year, the Employer shall increase the pay rate of each employee eligible for the increase by the percentage amount allowed under the Federal rules and regulations governing that increase. Any wage increase granted under this section will be effective on July 1 of the calendar year. The parties reserve the right to propose allocating a portion of the COLA to apply

to health benefits referred to in this Agreement to mitigate premium increases relating to the health benefits. In such event the parties agree to enter into formal negotiations.

SECTION 4. If the total amount of funds granted to the Agency by the Federal Government is reduced in any year during the term of this Agreement, the parties agree to meet and negotiate over any proposed reduction in wages and/or benefits for bargaining unit employees.

ARTICLE XXXI - SUCCESSORSHIP

SECTION 1. The Employer agrees to notify any purchaser or successor in interest of the existence of this Agreement. The Employer agrees to notify the Union immediately if it receives notice that its grant from the Federal Government has been terminated, or if the corporation enters into an agreement to be sold or transferred to another entity.

ARTICLE XXXII - SUBCONTRACTING

SECTION 1. The Employer agrees to meet with the Union and discuss any planned permanent subcontracting of bargaining unit work and any alternatives to subcontracting. The Employer shall meet with the Union at least sixty (60) days prior to implementation. Any pertinent information to the proposed subcontracting will be furnished to the Union prior to the meeting. The Employer retains the right to proceed with subcontracting following discussion with the Union. The utilization of temporary employees, either hired directly by the Employer or through a staffing firm, to meet short-term staffing needs shall be within the Employer's rights and shall not be subject to this Section.

ARTICLE XXXIII - GENERAL CONDITIONS

SECTION 1. It is agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining; that the parties expressly waive the right to submit any additional item for negotiations during the term of this Agreement, whether or not such item is referred to or covered in this Agreement, or whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement; and that this Agreement incorporates their full and complete understanding, superseding and invalidating all previous commitments of any kind, oral or written, or past practices known to both parties at the time this Agreement was negotiated, not specifically incorporated herein. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

SECTION 2. The parties understand and recognize that a supervisor does not have the authority to establish a past practice and that a supervisor's resolution of an individual grievance will not establish a past practice.

ARTICLE XXXIV - SEPARABILITY

SECTION 1. In the event that any provisions of this Agreement are declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall

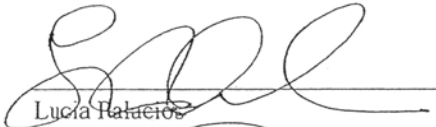
not invalidate the entire Agreement, it being express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

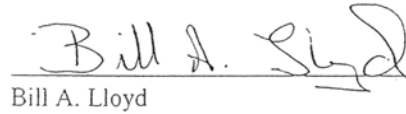
ARTICLE XXXV - DURATION OF AGREEMENT

SECTION 1. This Agreement shall become effective on the 23rd day of May, 2006, and it shall remain in effect through and including the 31st day of May, 2009, and thereafter from year to year unless either party gives a sixty (60) days' written notice to the other prior to May 31, 2009, (or any subsequent anniversary date) that it wishes to amend, modify or change this Agreement.

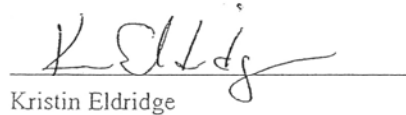
FOR ORANGE COUNTY HEAD START:

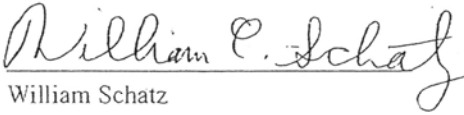
FOR SEIU LOCAL 99:

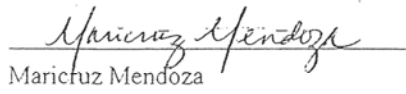

Lucia Palacios


Bill A. Lloyd

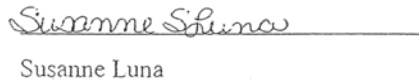

Valerie Padilla

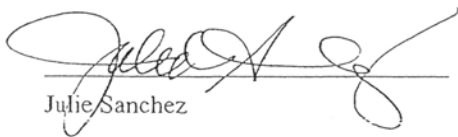

Kristin Eldridge

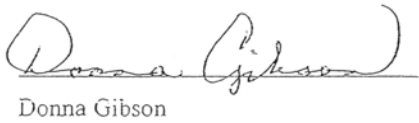

William Schatz

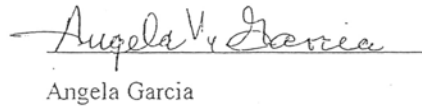

Maricruz Mendoza

Deborah Paratore


Susanne Luna


Julie Sanchez


Donna Gibson


Angela Garcia


Heidi Sablan


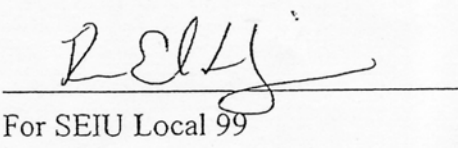

Christine Preciado

Rodrigo Blancarte

Letter of Understanding – Dues

This letter is to memorialize the agreement between Orange County Head Start and Service Employees International Union, Local 99 regarding transmittal of dues and fees deducted by the Employer to the Union in accordance with Article III of the Agreement. These amounts shall be transmitted to the designated bank lockbox mailing address provided by the Union. At the same time, the Employer shall also submit a list in either of the following formats: ASCII II, Text, CSV or Excel password protected format. It shall be transmitted to the Union via secured File Transfer Protocol site provided by the Union or by e-mail, or by compact disc mailed directly to the Union. The file must include the following: Employee ID, last name, first name, job classification, hourly rate of pay, total hours worked, current gross income, and year-to-date gross income.

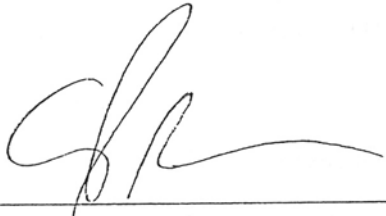
Agreed to this 23rd day of May, 2006.

 _____ For Orange County Head Start	 _____ For SEIU Local 99
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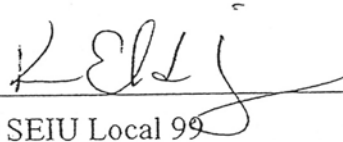
Letter of Understanding – Family Service Advocates (FSA’s)

This letter is to memorialize the agreement between Orange County Head Start and Service Employees International Union, Local 99 regarding the issues involving the creation of a Central Eligibility Unit (CEU) and the implementation of an eleven month schedule for Family Service Advocates (FSA’s) and employees assigned to the CEU. The parties agree that current FSA’s designated by the Union will participate on a committee with management to provide input and make recommendations on all the issues arising from the above changes on an ongoing basis. This committee will begin meeting immediately upon execution of this letter and will continue to meet on a regular basis.

Agreed to this 23rd day of May, 2006.



For Orange County Head Start



For SEIU Local 99

APPENDIX A

STARTING WAGE RATES for BARGAINING UNIT CLASSIFICATIONS

POSITION	CREDENTIAL	DEGREE	HOURLY RATE
TEACHER I	Master Teacher Permit	Master, Bachelor or Associate	\$17.3720
TEACHER I	Master Teacher Permit	NONE	\$15.5540
TEACHER I	Teacher Permit	Master, Bachelor or Associate	\$16.3620
TEACHER I	Teacher Permit	NONE	\$15.1500
TEACHER I Conditional Hire	NONE	Master, Bachelor or Associate	\$16.5135
TEACHER ASSISTANT I	12 ECE Units or greater	Master, Bachelor or Associate	\$11.2200
TEACHER ASSISTANT II	12 ECE Units or greater	NONE	\$11.1095
TEACHER ASSISTANT I	6–11 ECE Units	NONE	\$9.4100
TRANSPORTATION ASSISTANT	NONE	NONE	\$8.0800
FAMILY SERVICE ADVOCATE	NONE	Master or Bachelor	\$14.6000
FAMILY SERVICE ADVOCATE	NONE	Associate	\$14.3978
FAMILY SERVICE ADVOCATE	NONE	NONE	\$14.1010
CUSTODIAN	NONE	NONE	\$10.0000
COOK	NONE	NONE	\$11.6200
FOOD SERVICE ASSISTANT	NONE	NONE	\$8.0800
NURSE	Registered Nurse	NONE	\$18.0000

APPENDIX B

BARGAINING UNIT CLASSIFICATIONS HOURS and TERM LENGTHS by PROGRAM OPTION

POSITION	PROGRAM OPTION	HRS/DAY	HRS/WEEK	MONTHS PER TERM
TEACHER I	Part Day/Part Year	7.5	37.5	9.5
TEACHER I	Full Day/Part Year	8.0	40	11
TEACHER I	Full Day/Full Year	8.0	40	12
TEACHER ASSISTANT	Part Day/Part Year	8.0	40	9.5
TEACHER ASSISTANT	Full Day/Part Year	8.0	40	11
TEACHER ASSISTANT	Full Day/Full Year	8.0	40	12
TRANSPORTATION ASSISTANT	Part Day/Part Year	6.0	30	9.25
TRANSPORTATION ASSISTANT	Part Day/Part Year	8.0	25	9.25
FAMILY SERVICE ADVOCATE	All	8.0	40	11
CUSTODIAN	Part Day/Part Year	5.0	25	9.25
COOK	Part Day/Part Year	8.0	40	9.25
COOK	Full Day/Full Year	8.0	40	12
FOOD SERVICE ASSISTANT	Part Day/Part Year	8.0	40	9.25
FOOD SERVICE ASSISTANT	Part Day/Part Year	6.0	30	9.25
FOOD SERVICE ASSISTANT	Full Day/Part Year	4.5	22.5	11
FOOD SERVICE ASSISTANT	Full Day/Full Year	8.0	40	12
NURSE	Part Day/Part Year	8.0	40	11
NURSE	Full Day/Full Year	8.0	40	12