

MEMORANDUM OF UNDERSTANDING

July 1, 2022– June 30, 2025

Service Employees International Union, Change To Win (CTW)
Local 1021

And

Spanish Speaking Unity Council
of Alameda County

TABLE OF CONTENTS

ARTICLE I – PREAMBLE.....	1
ARTICLE II – RECOGNITION.....	1
ARTICLE III - EXISTING POLICIES.....	1
ARTICLE IV- UNION REPRESENTATION.....	1
Section 1. Bulletin Boards.....	2
Section 2. Use Of Facilities.....	2
Section 3. Union Access.....	2
ARTICLE V- UNION SECURITY.....	2
Section 1. Notice To The Union.....	2
Section 2. Payroll Deduction.....	2
Section 3. Agency Fee.....	3
Section 4. Financial Reporting.....	3
Section 5. Indemnification.....	3
ARTICLE VI - MANAGEMENT RIGHTS.....	3
ARTICLE VII - LABOR MANAGEMENT COMMITTEE.....	4
Section 1. Meeting Logistics.....	4
Section 2. Education Paperwork Committee.....	5
ARTICLE VIII - EMPLOYMENT STATUS.....	5
Section 1. Employment Status.....	5
Section 2. Substitutes.....	6
ARTICLE IX- NO DISCRIMINATION/HARASSMENT.....	7
Section 1. Dignity and Respect.....	7
Section 2. Reasonable Accommodation.....	7
ARTICLE X - PROBATIONARY EMPLOYMENT.....	7
ARTICLE XI – TRANSFERS.....	7
Section 1. Voluntary Transfers.....	7
Section 2. Involuntary Transfers.....	8
ARTICLE XII - HOURS OF WORK/OVERTIME.....	8
Section 1. Hours of Work.....	8
Section 2. Break and Meal Periods.....	8
Section 3. Flexible Hours.....	9
Section 4. Overtime.....	9
ARTICLE XIII – SENIORITY.....	9
ARTICLE XIV - PAID HOLIDAYS.....	10

ARTICLE XV-VACATION.....11

ARTICLE XVI - SICK LEAVE, ATTENDANCE AND WELLNESS..... 12

 Section 1. Attendance Standards/ Sick Leave..... 12

 Section 2. Use of Sick Leave..... 12

 Section 3. Requests..... 13

 Section 4. Doctor's Certificate or Other Medical Documentation..... 13

 Section 5. Duration of Sick Leave..... 13

 Section 6. Family Sick Leave..... 13

 Section 7. Attendance Incentives & Evaluation.....14

 Section 8. Exceptions..... 14

 Section 9. Employee Responsibilities..... 14

 Section 10. Punctuality..... 15

ARTICLE XVII - LEAVES OF ABSENCE..... 15

 Section 1. Unpaid Leave..... 15

 Section 2. Pregnancy Disability Leave..... 16

 Section 3. Family and Medical Leave..... 16

 Section 4. Bereavement Leave..... 18

 Section 5. Jury and Witness Duty Leave..... 18

 Section 6. Parental Leave for School Visits..... 18

 Section 7. Statutory Leaves..... 18

 Section 8. Military Leave..... 18

 Section 9. Catastrophic Leave..... 18

ARTICLE XVIII -WAGES/BENEFITS..... 18

 Section 1. Cost of Living Increase..... 18

 Section 2. Salary Adjustments..... 19

 Section 3. Non-Teaching Staff..... 19

 Section 4. Quality Improvement and Other Supplemental Grants to be Used to Improve
Wages and Benefits..... 19

 Section 5. Salary for Position.....20

 Section 6. Salary upon Promotion.....20

 Section 7. Reimbursement for Mileage Expenses.....20

 Section 8. Reimbursement for Emergency Cell Phone Use.....20

 Section 9. Work Out of Class.....20

 Section 10. Conference Attendance.....21

 Section 11. Classroom Budget Allocations.....21

Section 12. Education Reimbursement.....	21
Section 13. Lab Work/Practicum Experience On-Site.....	22
Section 14. Salary Steps.....	22
ARTICLE XIX- HEALTH AND SAFETY.....	23
Section 1. Health Insurance.....	23
Section 2. Safe Work Environment.....	23
Section 3. Stress Management Support.....	23
ARTICLE XX- RETIREMENT.....	23
ARTICLE XXI - LAYOFF/REDUCTION IN WORK.....	23
Section 1. Layoffs Generally.....	23
Section 2. Summer Shifts.....	24
Section 3. Recall.....	24
ARTICLE XXII - HEAD START CLASSROOM ASSESSMENT SCORING SYSTEM {CLASS}.....	24
ARTICLE XXIII - COUNSELING, DISCIPLINE AND DISCHARGE.....	25
ARTICLE XXIV- GRIEVANCE PROCEDURES.....	26
Section 1. Definition.....	26
Section 2. General Procedures.....	26
Section 3. Grievance Steps.....	27
Article XXV– TRAINING.....	28
Section 1. Pre-Service Training.....	28
ARTICLE XXVI - NO STRIKE OR LOCKOUT.....	28
Section 1. No Strike.....	28
Section 2. No Lockout.....	28
Section 3. Remedies For Violations.....	28
ARTICLE XXVII - ZIPPER CLAUSE.....	29
ARTICLE XXVIII - DURATION OF AGREEMENT.....	29
Section 1. Term of Agreement.....	29
Section 2. Modification 35.....	29
ARTICLE XXIX - APPENDIX A.....	30
ARTICLE XXX - APPENDIX B.....	31

ARTICLE I - PREAMBLE

This Agreement is entered into by the Spanish Speaking Unity Council, herein referred to as the "employer" or "Unity Council," and the Service Employees Union Local 1021, Change to Win (CTW), herein referred to as the "Union" or "SEIU".

The parties acknowledge that this Agreement constitutes the result of meeting and negotiating in good faith and further acknowledge that all matters upon which the parties reached agreement are set forth herein. The parties to this Agreement declare and establish these terms and conditions of employment set forth herein to be a mutual expression of our intent to provide quality services to children and families and treat all employees of the agency with mutual dignity and respect.

ARTICLE II - RECOGNITION

The Unity Council recognizes the Union as the sole and exclusive bargaining agent for all conditions of employment for the job classes listed in Appendix A.

New positions will be placed in the bargaining unit if appropriate and the Union will be notified. If the Union disputes the placement of new positions in the Head Start Program outside the bargaining unit, and the matter cannot be resolved, the Union may submit the matter to the National Labor Relations Board (NLRB) for unit clarification.

The term "employee" used in this Agreement refers to members of the bargaining unit.

ARTICLE III - EXISTING POLICIES

The Unity Council has existing written policies, general operating procedures, regulations and practices. These written policies shall remain fully in force unless otherwise specifically abridged, modified or changed. The Unity Council may make any change(s), modification(s) and/or addition(s) to its policies and procedures not inconsistent with or prohibited by this agreement, provided that it shall give the Labor Management Committee thirty (30) calendar days written notice of said change(s), modification(s) and/or addition(s) to written policies. The Labor-Management Committee shall meet upon the request of the Union to discuss such change(s), modification(s) and/or addition(s). Notice shall not be required when The Unity Council is providing an explanation or clarification of a pre-existing policy or procedure.

ARTICLE IV- UNION REPRESENTATION

The Unity Council shall recognize the Union officers/stewards for the purpose of administering the collective bargaining agreement, processing grievances and representing employees in disciplinary meeting. The Union shall inform The Unity Council, in writing, the names of the Union Officer/Stewards at the beginning of each calendar year. The number of Union Stewards will be equal to one for each Unity Council site of twenty (20) Employees or less, and an additional Steward for each additional twenty (20) workers or fraction thereof. Whenever replacements are made, the Union shall provide written notification to The Unity Council within fourteen (14) days prior to the effective date of the replacement.

Stewards shall perform Union business on their own time except for the following or as otherwise provided elsewhere in this agreement.

The Steward may act as a representative of a Grievant/Employee at the specified steps of the grievance procedure and provide representation during investigatory interviews conducted by The Unity Council, if the Grievant so desires. Representation by the Union Steward shall be conducted and paid as work time not to exceed an aggregate of eight (8) hours per month.

Stewards and officers, when required to leave their work on Union matters, will first obtain permission to do so from their immediate supervisor. Work time spent on Union shall be recorded on timecards as "Union Representation Time."

The Union Bargaining Team shall not exceed eight (8) released employees of whom no more than six (6) shall be teachers. The bargaining team members shall be released with pay to attend and participate in bargaining sessions during regularly scheduled hours. In addition, Unity Council shall provide reasonable time for preparation meetings and caucuses to be scheduled consistent with the operational needs.

Section 1. Bulletin Boards

The Unity Council agrees to provide space on existing bulletin boards in non-public areas at each of The Unity Council facilities, which the Union may use to post appropriate notices of Union business. The space provided will be maintained by the Union.

Section 2. Use Of Facilities

The Union will be permitted to use rooms at Unity Council's facilities when not otherwise in use provided permission is secured from the Program Director in advance. Such use is limited to availability and for the purpose of conducting Unity Council-related Union business. The parties agree to abide by all state and federal laws and regulations regarding the permissible use of The Unity Council's facilities, recognizing that The Unity Council is a 501 (c)(3) organization.

Section 3. Union Access

A representative of the Union shall have reasonable access to The Unity Council's teacher workspaces for the purpose of administering this Agreement. If the Union seeks access to the workplace, it shall provide adequate notice to the site director (i.e.; at least 2 (two) working days, except in the case of an emergency). Union Representatives and Stewards shall not interfere with normal agency operations and shall not enter teaching spaces during class times. No Steward may leave duty or work for the purposes of representation as defined above, without the approval of his/her supervisor or other authorized management. Such release will not be arbitrarily or capriciously denied. It is understood that access to worksites shall be subject to all applicable federal, state and local laws and regulations.

ARTICLE V - UNION SECURITY

Section 1. Notice To The Union

The Unity Council shall provide the Union with the name, address and job title of Employees hired or terminated within thirty (30) business days of said action. The Union agrees to supply, and The Unity Council shall allow the Union to supply, a new member packet to be distributed to newly hired Employees in classification represented by the Union. Unity Council will provide the Union with copies of signed dues deduction and/or COPE deduction cards. The shop steward shall be allowed to orient new employees during working hours for a 30 minute meeting.

Section 2. Payroll Deduction

The Unity Council agrees to deduct dues, voluntary contributions and fair share fees in accordance with the Constitution and Bylaws of the Union from the pay of Employees. The Unity Council will deduct dues, fees and contributions from each paycheck. All deductions shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the month in which the deduction is made along with a list of the Employees in the bargaining unit and the amount deducted from each. Dues deduction authorizations shall be automatically renewed each year unless written notice revoking such authorization is given to The Unity Council and the Union during the month of August.

Section 3. Agency Fee

The Unity Council and the Union agree that as a condition of employment, all members of the bargaining unit as described in this Agreement, who are not members of good standing, shall pay to the Union an agency fee representation assessment as determined by the Union as per applicable law. The amount of agency fee representation assessment shall not exceed the amount of dues, fees and assessments paid by members of the Union.

The service fee payment shall be established annually by the Union, provided that such Agency Shop service fee will be used by the Union only for the purposes of collective bargaining, contract administration, and pursuing matters affecting wages hours, and other terms and conditions of employment.

Section 4. Financial Reporting

Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision-maker not chosen by the Union, and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

Section 5. Indemnification

The Union shall indemnify and hold harmless The Unity Council, its officers and employees from any and all claims, demands, suits, or any other action arising from any action taken by The Unity Council for the purpose of complying with this Article, including the Agency Fee provisions herein. In no event shall the Employer be required to pay from its own funds Union dues, service fees, voluntary or charitable contributions which the Employee was obligated to pay, but failed to pay, regardless of the reasons.

ARTICLE VI - MANAGEMENT RIGHTS

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

- (1) To determine the services to be provided;
- (2) To determine the Employer's financial, budgetary and accounting procedures;
- (3) To direct and supervise all operations, functions and policies of the program in which the employees in the bargaining unit are employed;

- (4) To close any office, branch, operation, facility or combination of facilities, or to relocate, reorganize or combine the work of programs, offices, branches, operations or facilities;
- (5) To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote and assign equipment or supplies;
- (6) To determine the need for a reduction or an increase in the work force;
- (7) To establish revise and implement reasonable standards for hiring, classification, promotion, quality of work, safety materials and equipment;
- (8) To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards;
- (9) To assign shifts, workdays, hours or work and work locations consistent with the terms of this agreement;
- (10) To designate and to assign all work duties;
- (11) To determine the need for and the qualifications of new, transferred or promoted employees;
- (12) To discipline, suspend, demote or discharge employees so long as such action is consistent with the terms of this agreement; and
- (13) To determine certification and/or educational qualifications for positions and the need for additional educational courses, training programs, on-the-job training and/or cross-training, and to assign employees to such duties for such periods as determined by the Employer.

ARTICLE VII - LABOR MANAGEMENT COMMITTEE

Section 1. Meeting Logistics

The Unity Council and the Union are committed to developing a relationship in which employee concerns are accounted for in policies and practices that affect employees. The Labor Management Committee will address matters affecting Employees that The Unity Council and the Union agree are appropriate for consideration by the Committee. Subjects to be discussed will be determined by the Committee, as long as the subject is not an active grievance or part of current negotiations, and will be brought to the Committee by The Unity Council and the Union.

The Parties understand that an interest-based approach to problem solving is an appropriate way to resolve matters that may come before the Labor Management Committee. Both The Unity Council and the Union acknowledge that each has alternative decision making authority and rights that have not been waived.

The Union will be represented by up to six representatives from various geographic sites to be chosen by the Union. The Unity Council will be allowed to have up to an equal number of representatives as the total number of Union representatives. Union representatives are to be selected by the SEIU Chapter President and Unity Council representatives are to be selected by the

CEO or their respective designees. The Parties may bring other participants as observers to the meeting with prior notice. Permanent members will be paid by The Unity Council for work missed during the normal work week. Pay for other participants will be determined by mutual agreement. If at all possible meetings will be on school closure days. Meetings will be quarterly unless mutually agreed to otherwise.

The Committee shall have regularly scheduled meetings every other month, limited to two (2) hours of paid time. The parties will strive to exchange agendas two (2) weeks ahead of the scheduled Labor Management Committee meeting, but agree to exchange with no less than eight (8) business days' notice. The agenda will be finalized four (4) days prior to the Labor Management Committee meeting to allow both sides sufficient time to prepare. If the agenda has not been finalized by this time, the meeting will be postponed and rescheduled. If there are no agenda items, the meeting will be cancelled.

Section 2. Education Paperwork Committee

The goal of this Committee is to increase efficiency and improve the education experience. At a minimum, the Committee will consist of a Teacher, Master Teacher, Home Visitor, and a Supervisor or Content Area Manager for Head Start and Early Head Start. The Committee is tasked with the following:

- (1) Standardize expectations, training, instructions, and support for paperwork, with more training and support in the employee's first year;
- (2) Design support systems for new staff;
- (3) Look for ways to automate information contained in the children's paperwork;
- (4) Explore effective use of work hours to complete paperwork;
- (5) Offer extensions when needed and examine patterns and possible causes for late or incomplete paperwork; and
- (6) Explore ways to streamline trainings to reduce travel time and decrease redundancy, while meeting the Head Start training mandates.

The Committee will meet at regular agreed-upon times, unless otherwise specified. At a minimum, the Committee will hold two meetings annually to create a plan for the school year and check-in meetings at the close of each DRDP-R cycle. A report of recommendations for implementation and progress will be presented at the SEIU 1021 / Unity Council Labor Management Committee meetings.

Teachers will have 8 hours per month to complete the appropriate paperwork, observation, Desired Results, Developmental Profiles (DRDPs), lesson plans, individual plans, weekly activities, Mighty Minutes, Ages and Stages Questionnaires (ASQs), Individualized Development Plans (IDPs), Individualized Education Plans (IEPs); and any other paperwork related to the education of the children.

ARTICLE VIII - EMPLOYMENT STATUS

Section 1. Employment Status

Within forty-five (45) calendar days of the effective date of this Agreement, all regular full-time and part-time incumbent Employees covered by this Agreement shall be given written notice including the following: Name of employee, job title, program title, normal hours of work, date of most recent hire, and hourly wage rate. Substitute employees shall be given written notice including the following: Name of employee, job title, program title, and hourly wage rate. All future hires will be given this notice upon hire.

This statement shall be made available in a language other than English at the request of the Employee.

It is understood that the Head Start Programs may shut down for a period of one to three months every year, depending upon attendance and financial condition. The Unity Council will provide employees with as much notice as possible regarding the end dates for each school year, and in any event, not less than thirty (30) calendar days written notice.

It is understood that the Early Head Start Programs may shut down for a period of one to two months every year, depending upon attendance and financial condition. The Unity Council will provide employees with as much notice as possible regarding end dates for each school year, and in any event, not less than thirty (30) calendar days written notice.

Except as mandated by federal, state, or local law, employees can request unpaid time off only when Head Start is closed, between mid-June and early-August, beyond the Employee's paid time off. Management will grant extended summer time off when the Employee's presence is not critical to operations. The Employer will pay for the continuation of the Employee's medical/dental coverage and such time off will not affect seniority status.

Section 2. Substitutes

The intent and application of this section is to meet staffing obligations and not to replace permanent positions.

- (1) Substitutes are employees who are hired for special projects of limited duration of backfill positions due to staff absences and leaves, lasting normally less than one hundred and twenty (120) working days. During the first 120 working days of employment, substitutes will receive sick leave and other leaves as required by law. Substitutes working a regular full-time schedule shall become regular employees after 120 working days, receiving benefits and subject to terms and conditions of employment applicable to other regular employees. Conversion to regular employment status is contingent on the Unity Council's (i) verification of the employee's qualifications, and (ii) determination that performance standards have been satisfied.
- (2) Posting for vacant positions will occur within one week of the vacancy.
- (3) On request, the union will be given a list of substitute employees who are filling in for regular permanent employees on an extended leave of absence, the dates of the leave and estimated return to work.
- (4) All substitute employees who work regularly are entitled to tuition reimbursement for community college child development coursework. Eligibility for reimbursement is dependent upon the presentation of transcripts for coursework with a letter grade of "C" or higher and concurrent employment during the academic term with the agency.

All substitutes assigned to the same primary care group for over thirty (30) days will receive the same training as regular status employees.

ARTICLE IX - NO DISCRIMINATION/HARASSMENT

The Union and The Unity Council agree that persons are entitled to equal employment opportunity without regard to discrimination on any basis prohibited by law.

The Unity Council and the Union are also committed to providing a work environment free from sexual harassment or harassment on any basis prohibited by law.

The Unity Council places the highest priority on upholding these principles, and strongly encourages employees to raise any concerns regarding discrimination or harassment through systems described in this Agreement or the employee handbook or otherwise. The Unity Council's Employee Whistleblower Rights Policy, in section 2.2.8 of The Unity Council Policy & Procedure Manual will be enforced.

Section 1. Dignity and Respect

All bargaining unit employees, management, staff as well as the children, families and visitors are to be treated with dignity and mutual respect at all times.

The Employer and the Union agree to promote a professional working atmosphere. Employees who believe they have been subjected to unprofessional or disrespectful treatment by parent/visitor may raise their concern regarding said treatment with the site supervisor who will investigate the complaint and advise the employee and the Union within a reasonable timeframe of any action taken which has been deemed necessary and appropriate under the circumstances.

Section 2. Reasonable Accommodation

The Parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act.

When an employee requests an accommodation meeting pursuant to the ADA and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act, The Unity Council shall meet with the employee and, at the request of the employee, with the employee's Union representative.

ARTICLE X - PROBATIONARY EMPLOYMENT

All Employees hired into job classifications covered by this Agreement shall serve an initial probationary period of one hundred and twenty (120) calendar days. The Unity Council, at its option, can extend the probationary employment period for an additional thirty (30) calendar days upon written notice to the Employee and the Union. Such written notice shall include reasons for the extension and identify areas of improvement the Employee must make. Terminations during or at the conclusion of the probationary employment period, to include extensions, are not subject to the grievance procedures.

ARTICLE XI - TRANSFERS

Section 1. Voluntary Transfers

Voluntary transfers between work sites shall be offered to employees based upon their seniority and qualifications to perform required job functions of the available position.

Section. 2. Involuntary Transfers

Employees may be subject to involuntary transfer to another classroom or location. Two (2) weeks' notice or other reasonable notification will be given, when possible, provided that there is no immediate fiscal or programmatic impact resulting from a delay in the transfer. Notice of the transfer shall be provided in writing to the employee, to union stewards and to the SEIU business representative. The notice shall be effective as of the date it is provided to the employee. An impacted employee's direct supervisor or other appropriate manager shall meet with the impacted employee prior to the effective date of the transfer. Employees may request to have Union representation during this meeting, either in person or by phone. If such a meeting is delayed based on the availability of Union representation, this delay shall have no impact on the effective date of the transfer notice or the transfer itself. All attendees at the meeting will be asked to sign the notice of transfer, acknowledging receipt of notice and attendance at the meeting. Transfers for regular employees shall be considered permanent, unless otherwise specified in writing, at the time of the transfer.

The Employer may ask for volunteers prior to the involuntary transfer of an employee in appropriate circumstances, but retains the right to involuntarily transfer without seeking volunteers. The Employer agrees that decisions to involuntarily transfer employees shall be for business purposes.

ARTICLE XII - HOURS OF WORK/OVERTIME

Section 1. Hours of Work

A normal work day for bargaining unit employees consists of eight (8) hours, generally scheduled between the hours of 7:30 am to 6:30 pm. Work schedules are set by the manager of each work group, and are based on providing the appropriate level of service to the clients of The Unity Council. A full-time work week consists of 40 hours of work being performed from Sunday through Saturday.

Employees shall be provided a normal work schedule at the time of hire. Any change in that schedule shall be made with prior written notice to the Employee of not less than one week, provided that this paragraph shall not be construed to prohibit requests for volunteers to alter their schedules.

Preparation of classrooms, curricula and related materials shall be accomplished during an Employee's regular scheduled work day unless specifically requested by program management.

It is understood that work in The Unity Council programs, including Head Start and Early Head Start programs may occasionally require attendance at evening and/or weekend events outside the normal working hours. Employer and employees will make their best efforts to permit the arrangement of schedules to accommodate these events without requiring employees to work overtime.

Section 2. Break and Meal Periods

Employees shall be entitled to take one (1) fifteen (15) minute rest break for each four (4) hours of work performed by such employee in a work day. Such rest breaks shall be taken after two (2) hours of work, if possible. Authorized rest period time taken shall be counted as time worked.

Lunch periods are uncompensated and should be taken away from the employee's work station. Employees will be relieved of all work during the lunch period. Generally employees will take a one (1) hour lunch break. Employees who are scheduled to work part-time, for six (6) hours or less during the day, will have the option to waive their meal period, but must have approval to do so from the Human Resource Department. The employee's manager will be responsible for approving any changes in the scheduled period.

Employees may be offered the opportunity to take a 30 minute break for programmatic needs.

Employees will not be compensated for their meal breaks unless they are required to work during their breaks. An "on duty" meal break is permitted only when the nature of work prevents the employee from being relieved of all duty.

Employees shall have access to a designated lounge or break area at each facility for use during break and lunch periods. In the event of a public health emergency, where limitations such as social distancing are necessary, the Employer shall make reasonable efforts to provide alternate lounge or break area arrangements.

Within the first 60 days after signing the MOU, the Labor Management Committee will meet to discuss and put together a plan for the Employer to provide the employees with storage to secure their personal items.

Section 3. Flexible Hours

The Unity Council will make every reasonable effort to accommodate requests of Employees who want a change in working hours due to hardship and/or childcare needs while ensuring that the site staffing needs are met and the program is not adversely affected. The Unity Council reserves the right to re-evaluate flexible schedules throughout the year to ensure site staffing needs are met and that the program is not adversely affected.

Section 4. Overtime

Bargaining unit* employees shall receive overtime compensation consistent with applicable state and federal law. Consistent with California Labor Code section 510, The Unity Council will compensate employees with overtime pay at the rate of time and a half, for work in excess of eight (8) hours per day or forty (40) hours per week and double time for any time worked in excess of twelve hours in a single day or any time worked in excess of eight hours on the seventh consecutive day of work. Union and employer agree that employer may offer compensatory time in lieu of paid overtime, provided that the employee has not accrued more than 80 hours of compensatory time and the employee has agreed in writing to accept compensatory time in lieu of overtime compensation.

Compensatory time off earned shall be cumulative and must be taken at a time that is mutually agreeable to the appropriate supervisor or Head Start Director and the employee. Employees shall use all compensatory time off prior to the end of the program year.

* Presently, all bargaining unit employees are subject to the provisions of the Fair Labor Standards Act (FLSA). All employees who are hired into the bargaining unit in the future will similarly be subject to the FLSA.

ARTICLE XIII - SENIORITY

The Unity Council and the Union recognize and value the knowledge and experience of long-term employees. For the purposes set forth in this Article, seniority is defined as continuous time worked, measured in calendar days from original date of hire, except as otherwise provided herein.

The Unity Council shall provide the Union and bargaining unit with an accurate and updated seniority list within thirty (30) calendar days of the ratification of this Agreement, and on an annual basis thereafter as of September 1st of each year. For any employee hired into the bargaining unit after the annual notice period, the Employer shall provide the Union and the employee with the employee's hire date.

New employees do not have seniority status during their probationary employment period. At the end of the probationary employment period, seniority will date back to the initial date of employment.

Services-as-needed and temporary employees shall not accrue seniority for any purpose. However, if such are fully qualified for the position during their tenure as a substitute for a long-term assignment of 120 days or more and are subsequently hired as regular employees, they will receive seniority credit for their previous employment as services-as-needed or temporary employees on the date that they are converted to regular employees.

If the hire dates of two or more employees are the same day, their placement on the seniority list shall be determined by the following: Date first worked; and if tied after above, by coin toss.

Seniority shall be used to determine overtime/compensatory time decisions (opportunity to accept or reject overtime shall be afforded in seniority rotation order to the employee(s) in the job classification in the site who is scheduled to be present at the beginning of the overtime period). It is understood that relationship-based needs of the children and/or their families may require a specific employee or employees to work overtime, notwithstanding seniority considerations. In such situations, The Unity Council shall specify the unusual circumstances, which shall not be arbitrary or capricious.

Seniority shall be used to determine vacation schedules in cases when vacation schedules conflict. In subsequent years, when regularly scheduled vacations conflict, vacation shall be available on a rotating basis, in descending order of seniority.

ARTICLE XIV- PAID HOLIDAYS

Holiday leave is paid leave for all Employees for the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Cesar Chavez Day
- Independence Day
- Labor Day
- Thanksgiving (2 days)
- Christmas (2 days)
- Juneteenth

The Unity Council will establish and release the calendar for each school year, indicating the dates of the above holidays. In addition, the Chief Executive Officer will declare two (2) additional paid holidays each year, one of which will be attached to either the Christmas holidays or the New Year's holiday and the other will be determined at the start of each program year.

Any holiday which falls on Saturday or Sunday will be observed either on the preceding Friday or the following Monday. Employees will be notified, at least thirty {30} days in advance, of the date(s) of the observance.

Employees must work or be on preapproved paid leave on the regularly scheduled workdays immediately before and after the holiday, in order to be paid. However, an employee who takes sick leave immediately before or after a holiday shall be paid for that holiday, if, upon return, the employee provides a signed doctor's note to document justification for the sick leave.

ARTICLE XV- VACATION

Regular employees working at least 50% of a full-time schedule earn paid vacation. Such employees begin to accrue vacation time as soon as they are hired, but they cannot take vacation until completion of six months of employment. Years of service shall be based on the anniversary date of hire. At the completion of the probationary period, employees will be entitled to vacation leave at the following annual rate:

Less than 5 completed years of employment:	5 hours/pay period
5 or more completed years of employment:	6.66 hours/pay period
10 or more completed years of employment:	8.33 hours/pay period
20 or more completed years of employment:	10 hours/pay period

Increases in vacation accrual per the above chart occur on the fifth and tenth anniversaries of date of hire. Regular part-time employees will accumulate vacation time proportionate to the amount of time they are scheduled to work. Substitute teachers accrue vacation after 120 working days of employment; other temporary employees do not accrue vacation.

Whenever possible employees should request vacation leave thirty to forty-five (30-45) days in advance of when the time off is to be taken, so that work schedules can be established or adjusted. Vacation requests must be approved by the Employee's manager. All vacations shall be considered according to a schedule approved by the employee's supervisor. The employee's supervisor shall respond to the requested vacation period within ten (10) business days from the date the request for vacation leave was submitted. In approving the requests, managers need to consider the workload during that time period and black-out periods as described below. Whenever possible, requests should be granted to the first person who requests time off for a particular time period. If multiple requests for time off are submitted for the same period prior to any request having been granted for that period, then managers should grant the request for that period based on seniority of applicants. Vacation requests shall not be unreasonably denied.

Black-Out Period:

- August through September

In order to minimize unpaid time off during the periods of summer closure, employees are encouraged to schedule and utilize their vacation days during such summer closure periods to whatever extent possible.

ARTICLE XVI - SICK LEAVE, ATTENDANCE AND WELLNESS

The successful operation of The Unity Council relies on all employees reporting to work as scheduled on a daily basis. Attendance can impact individual work performance as well as that of an entire work group.

Section 1. Attendance Standards/ Sick Leave

Attendance is measured on a calendar year basis. Attendance records are maintained by the Human Resource Department.

All regular employees will be compensated for unscheduled sick leave for a maximum of ten (10) days per calendar year except as otherwise provided below (hereinafter, "sick leave"). Use of sick leave is permissible only for the purposes described below or as required by the California Labor Code.

Whenever possible, employees will provide at least seven (7) days' notice of pre-scheduled medical/dental/medical workers' compensation appointments. To the extent possible, all medical/dental appointments should be scheduled to avoid interference with the employee's work and to avoid the use of a substitute. The employer will not inquire as to the nature and details of medical appointments, except that the employer may inquire as to the time of the appointment and may require a doctor's certificate or other medical documentation as set forth above. When the employee request is made at least 7 days in advance, medical/dental/medical workers' compensation appointment requests will not be unreasonably denied.

Employees who have to attend medical appointments, pursuant to the Workers' Compensation insurance program for occupational injuries will try to schedule the appointments outside of work hours when possible. When it is not possible, the employee will be paid through Workers' Compensation at Workers' Compensation rates. Documentation verifying completion of medical treatment will be provided by the employee to Human Resources.

Section 2. Use of Sick Leave

Sick leave may be used for the following purposes:

- a. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee;
- b. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee's family member;
- c. For an employee who is a victim of domestic violence, sexual assault, or stalking, any of the following purposes related to the domestic violence, sexual assault, or stalking:
 - i. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;

- ii. To seek medical attention for injuries;
 - iii. To obtain services from a shelter, program, or crisis center;
 - iv. To obtain psychological counseling;
 - v. To participate in safety planning and take other actions to increase safety, including temporary or permanent relocation.
- d. For purposes of this section, "employee's family member" shall be defined to include:
- i. A child, including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status;
 - ii. A parent, including a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - iii. A spouse;
 - iv. A registered domestic partner;
 - v. A grandparent;
 - vi. A grandchild;
 - vii. A sibling.

Section 3. Requests

Sick leave may be requested verbally or in writing. If the need for sick leave is foreseeable, employees must give reasonable advance notice of the need to use sick leave. If the need for sick leave is not foreseeable, employees must provide notice as soon as practicable. Employees will not be required to search for or find a replacement worker as a condition of taking sick leave.

Section 4. Doctor's Certificate or Other Medical Documentation

The Human Resources Director may require a doctor's certificate or other medical documentation following three (3) consecutive days of absences (i.e., upon return after third consecutive day) or where patterns of absences or other paid time off indicate a likelihood of abuse in order for an employee to receive an excused absence from work and use of available sick leave. The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation.

Section 5. Duration of Sick Leave

Employees are required to take paid sick leave in increments of at least two (2) hours. Employees shall be charged for sick leave used to the nearest half hour commensurate with hours of absence.

Section 6. Family Sick Leave

In accordance with California Labor Code section 233 ("Kin Care"), employees may utilize up to one-half of the employee's paid sick leave to care for an illness or injury of the employee's immediate family.

For the purpose of the Section, such sick leave shall be restricted to the family members listed in section 2(d) above.

All conditions and restrictions placed on an Employee's use of sick leave apply also to sick leave used for the care of a child.

Section 7. Attendance Incentives & Evaluation

The union and employer agree that incentives for good attendance are desirable, and that nothing in this agreement shall limit or preclude the employer from providing such incentives in addition to the benefits guaranteed by this agreement.

It is expressly understood that the employer maintains an attendance policy, and may evaluate employees based upon excessive absences. That policy is presently section 4.14 of The Unity Council Personnel Policy & Procedures Manual. Nothing in this section shall be construed to limit The Unity Council's ability to evaluate employees based upon that policy.

Section 8. Exceptions

Time off which is scheduled in advance and excluded from treatment as an absence on one's attendance record would include the following reasons:

- (1) management-approved vacation time
- (2) management-approved unpaid leave of absence
- (3) jury duty or required witness appearance in court
- (4) military leave
- (5) bereavement leave
- (6) a confirmed job-related injury or illness
- (7) hospital confinement which results in a disability absence
- (8) family medical leave
- (9) 5-59 minutes late will be counted as a tardy on an employee's attendance record
- (10) 60 minutes or more will be counted as an absence (although the employee will be paid for time worked) and the employee will be docked
- (11) Employees who are frequently tardy (more than 2 times per month) may be docked on a real time basis.

Section 9. Employee-Responsibilities

For the purpose of managing attendance, the following requirements apply to all employees:

- (1) Employees must notify their manager, or another management employee within 30 minutes of their scheduled report time if they are unable to report to work. If a management employee is not available, the employee must call back when the manager arrives, or leave a call back number for the manager to contact the employee.
- (2) Employees are expected to report off every day that they are absent unless they provide a note from their physician specifying the duration of their illness.

Section 10. Punctuality

Employees who fail to report to work at their scheduled start time, or who are late in returning from breaks or lunch, will be considered tardy. The following guidelines apply:

- (1) 5-59 minutes late will be counted as a tardy on an employee's attendance record
- (2) 60 minutes or more will be counted as an absence (although the employee will be paid for time worked) and the employee will be docked
- (3) Employees who are frequently tardy (more than 2 times per month) may be docked on a real time basis

ARTICLE XVII - LEAVES OF ABSENCE

The Unity Council may consider granting employees different types of leaves during their employment. All leaves will be approved by the Director of Human Resources. Employees who are on a leave of absence from The Unity Council should not accept employment with another employer during the duration of the leave. The following specifies the different types of leaves and the applicable policies.

Section 1. Unpaid Leave

Unpaid leaves for personal reasons, unrelated to reasons specified under the Family & Medical Leave policy, will be approved by the Director of Human Resources and will be based on the needs of the business. Any employee who has completed their probationary employment period can request unpaid leave for a 30 day time period. Such a request must be made in writing and addressed to the Director of Human Resources. The written request must provide the duration of and the reason for the requested leave. Within ten (10) workdays of the written request being submitted, the Director of Human Resources will provide a response.

In reviewing the leave request the Director of Human Resources will consider the following factors:

- (1) Reason for the requested leave;
- (2) The length of employment of the person requesting the leave;
- (3) Staffing needs during the time period of the leave;
- (4) Programmatic needs.

- (5) An employee on unpaid leave may continue medical and dental benefits through COBRA. The employee will pay the full cost of the insurance premium during this time period.

During the unpaid leave the employee will not accrue vacation. Upon return from the leave, the employee's seniority date will be adjusted to reflect the deduction of the time for the unpaid leave.

Any extension of the leave must be requested in writing at least 5 working days prior to the end of the leave. The Director of Human Resources will immediately decide whether to grant an extension.

Reinstatement of employment following an unpaid leave which exceeds thirty (30) calendar days will not be guaranteed.

Requests for unpaid leave or leave extension shall be made in writing. If the request is denied, the employee shall be given the reason(s) in writing.

Section 2. Pregnancy Disability Leave

For employees who are disabled due to pregnancy, an unpaid pregnancy leave of absence will be granted for up to four (4) months, if the employee is certified as disabled for that entire time period. This leave may be taken intermittently or all at once. If an employee wishes to take additional unpaid leave time following the period of disability associated with the birth of a child, unpaid family leave may be granted if the employee meets the leave requirements (refer to the section on family leave for the requirements and terms) for a period of time up to 12 weeks.

An employee may elect to use accrued sick leave and/or vacation leave during the pregnancy disability leave.

While on the unpaid leave employees will not accrue any vacation. Upon return from the leave, the employee's seniority date will be adjusted to reflect the deduction of the time for the unpaid leave.

In accordance with the Family and Medical Leave, all health plan benefits will be continued on the same terms as if the employee were on the payroll.

Employees should notify their managers of the date the leave will commence and an estimate of the duration of the leave. Employees who take such a leave of absence will be guaranteed reinstatement to their former position, or an equivalent position with equivalent benefits, pay and conditions of employment at The Unity Council.

Section 3. Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993, The Unity Council will provide eligible employees with up to 12 weeks of unpaid leave each year for the following reasons:

- (1) The birth of a son or daughter and to care for the newborn child within one year of birth;
- (2) Placement with the employee of a son or daughter for adoption or foster care or to care for the newly placed child within one year of placement;
- (3) To care for an employee's child, spouse, or parent who has a serious health or critical medical condition;

- (4) A serious health condition which impairs the employee's ability to work; or
- (5) Any qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is a covered military member on covered active duty.
- (6) In addition, an eligible employee may also take up to 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

To be eligible for this leave an employee must have worked for The Unity Council for a total of 12 months and worked at least 1250 hours during the previous 12 month period.

Depending on the circumstances, employees may be allowed to take the leave in blocks of time, or by reducing their normal daily or weekly work schedule. If the need exists to take the leave intermittently, the employee may be transferred to a job with equivalent pay in order to minimize the impact on the work environment.

Unless there is an emergency request for such a leave, employees must provide 30 days advance notice to their managers. Failure to provide 30 days' notice may result in a delay of granting the leave until 30 days from the time of notification to management has elapsed.

Accrued vacation time can be credited toward the unpaid leave time. However, any arrangement to credit paid time toward unpaid leave must be agreed upon prior to the approval of the unpaid leave.

If the reason for the unpaid leave is because of a serious health condition, employees should provide medical certification from a health care provider at the time of the request for the leave. In some instances, management may request more than one medical opinion prior to final approval of the leave (to be acquired at the expense of The Unity Council). If a second opinion is desired, The Unity Council will select a health care provider who is not regularly employed by the organization. If the opinions of the first and second health care providers differ, the opinion of a third health care provider may be requested by The Unity Council. The third health care provider's opinion will be final and binding. The selection of the third health care provider must be jointly agreed upon by the employee and management.

Prior to reinstatement, employees who take a leave because of their own serious health condition will be required to provide certification from a health care provider that states they are able to resume work.

While on the unpaid leave employees will not accrue any vacation. Upon return from the leave, the employee's seniority date will be adjusted to reflect the deduction of the time for the unpaid leave.

In accordance with the Family and Medical Leave Act, all health plan benefits will be continued on the same terms as if the employee were on the payroll for a total of 12 weeks during a twelve month period. The Unity Council will continue to pay its portion of the health benefits, and employees will continue to be obligated to pay their share of the premium. The employees' share of the premium is usually deducted from their pay at the end of the month. Since the leave is unpaid, employees on leave will have to submit their portion of the premium, at the end of the month to the Accounting Department. Employees who fail to pay their share while on leave may have their benefits suspended during the remainder of the leave. If The Unity Council pays the full premium during the leave period, such co-payments can be deducted from an employee's pay upon their return to work.

Under no circumstances is The Unity Council under any obligation to continue the health benefits for any dependents during the time when an employee is on Family Medical Leave. If such dependent benefit payments are not promptly made to The Unity Council, such benefits will be immediately terminated.

Upon return from a Family and Medical Leave, employees will be returned to their previous position, or an equivalent position with equivalent benefits, pay and conditions of employment.

Section 4. Bereavement Leave

Employees who have suffered the loss of a member of their immediate family (i.e., parent, spouse or live-in partner, grandparent, child, brother or sister, stepparent, mother-in-law or father-in-law shall be allowed to take three (3) days of paid time off to attend the funeral provided acceptable proof of death is provided. Additional unpaid time off may be granted when an employee needs to take more time, and also to attend the funerals of other relatives who are not defined as immediate family members. Such unpaid time shall not be denied arbitrarily or capriciously. Bereavement leave must be entered on the time sheet as "personal paid" time, or "personal unpaid" time, with an explanation entered in the comment section. The Unity Council may not be arbitrary and/or capricious in its denial of additional unpaid time.

Section 5. Jury and Witness Duty Leave

Employees who are summoned to serve as a juror must immediately provide a copy of the notice to their managers. If an employee must report for jury duty and is selected as a juror, The Unity Council will provide up to two weeks of paid time, and then the remainder of the time will be unpaid. Employees are required to get written confirmation from the clerk of the court for each day which they must report for jury duty. During the time when court is not in session, employees are expected to report to work. Employees who are subpoenaed to appear in court as a witness, will be granted the time off as unpaid personal time. Employees need to produce a copy of the subpoena and verification from the court when they are called as a witness.

Section 6. Parental Leave for School Visits

Employees who are parents, guardians, or grandparents who have custody, of one or more school age children (i.e., kindergarten to 12th grade) may take up to forty (40) hours each school year, but not more than 8 hours per month, to participate in activities of the school for each child. Employees must give reasonable notice of such a request, at least 10 days is preferred. This time shall be noted on the time sheet as "personal unpaid" with an explanation entered in the comment section. Employees will have the option to use existing vacation time, or their personal paid day in lieu of taking the time unpaid.

Section 7. Statutory Leaves

The employer shall administer Family and Medical Leave, Pregnancy Disability Leave and Military Leave in accordance with the requirements of California and federal law.

Section 8. Military Leave

An appropriate military leave of absence shall be granted to any qualified employee in accordance with the provisions of the Military and Veterans Code.

Section 9. Catastrophic Leave

The parties agree to discuss at the Labor/Management Committee any Union proposal for Employer to establish a catastrophic leave policy. A mutually agreed upon catastrophic leave policy shall be implemented no later than January 1, 2023.

ARTICLE XVIII - WAGES/BENEFITS

Section 1. Cost of Living Increase

Section 2. Salary Adjustments

- (1) Effective for the pay period beginning July 16, 2019, wage rates shall be the rates set forth in Appendix B.
- (2) Effective for the first pay period beginning after July 1, 2020, the wage rates set forth in Appendix B shall be increased across the board by 3.0%.
- (3) For the 2021-22 school year, any adjustments in wage rate will be as established pursuant to the following mechanism:

The Unity Council shall submit a timely and complete Cost of Living Allowance (C.O.L.A.) or Quality application for the program year. Each wage rate shall be increased by a percentage amount equal to the C.O.L.A. granted by the Regional Administration for Children and Families (ACF) for the program year unless such funds are needed for higher operating costs or other permissible reasons as provided by the ACF. The effective date and amount of a C.O.L.A. or Quality increase is set in the ACF funding guidance at issuance.

A re-opener will be scheduled within two weeks of receipt of the funding guidelines for C.O.L.A., for the limited purpose of determining the use of C.O.L.A. grants with respect to salary increases or equivalent benefit increases for subsequent program year or upon receipt of funding in the amount of at least \$75,000 dedicated to wages and benefits.

- (4) If the City of Oakland's Living Wage is increased, the Agency will contact the SEIU representative prior to implementing any required increases or as soon as possible.

Section 3. Non-Teaching Staff

- (1) Preference for promotional positions is given to in-house candidates. Professional development opportunities are available for all positions within the Head Start and Early Head Start programs.
- (2) Family Advocates who are routinely assigned a caseload of 60 or more cases shall receive a 5% differential for the duration of such assignments. (However, employees who were employed as Family Advocates prior to July 1, 2019, and received a 5% differential based on a caseload between 51 and 60, shall maintain that differential for the duration of such assignments provided they maintain the 51-case threshold.)

Section 4. Quality Improvement and Other Supplemental Grants to be Used to Improve Wages and Benefits

The Union and The Unity Council agree to a wage and benefit re-opener for each year of this Agreement to negotiate the use of Quality Improvement and any other supplemental grants awarded by the Regional ACF to the Agency for the purpose of employee wages, benefits, training or educational assistance.

- (1) The Unity Council shall furnish to the Union a copy of any and all Notices of Grant Availability that the Agency receives from the Regional ACF within seven (7) calendar days of receipt.
- (2) The Unity Council will submit a timely and complete application for any Head Start grants issued by the Regional ACF that may be used, in whole or in part, for the purposes of raising employees' wages, improving employees' health benefits or providing employees with educational training or assistance. The Agency shall furnish to the Union a copy of that application when it is submitted to the Regional ACF.
- (3) The Unity Council shall furnish to the Union a copy of any and all Grant Awards that The Unity Council receives from the Regional ACF within thirty (30) calendar days of receipt.

The Union and The Unity Council further agree that they parties will reopen this Agreement to discuss modifications to wages and benefits in the event that The Unity Council secures a multi-year commitment by a local funder, at least one purpose of which is to supplement employee wages, benefits, training or educational assistance.

Section 5. Salary for Position

Every employee hired, re-assigned, transferred, demoted, promoted and/or recalled into a bargaining-unit position shall be paid a salary or hourly rate of pay within the established grade range for that position.

Section 6. Salary upon Promotion

Upon promotion to a higher grade an employee shall receive the salary which corresponds to the new position and which is at least 2.75 % above his/her previous rate of pay in his/her prior position.

Section 7. Reimbursement for Mileage Expenses

Employees in the positions of Home Visitor and Perinatal Family Advocate may be required to use their personal vehicles on a daily basis for home visits. These employees may choose one of two options for reimbursement: (1) a flat monthly fee of \$175; or (2) reimbursement for such usage at the rate established by the IRS for all miles driven performing their assigned duties and responsibilities. All other employees will be reimbursed for such usage at the IRS- established mileage rate for all miles driven performing their assigned duties and responsibilities.

Section 8. Reimbursement for Emergency Cell Phone Use

Employees in the positions of Teacher, Family Advocate, Home Visitor, Home Visitor/Family Advocate, and Perinatal Family Advocate will not be required to use their cell phones for home visits except in cases of emergency. Employees who do use their personal cell phones for emergencies and to receive call-backs from the center will be reimbursed for expenses resulting from those business-related emergency phone calls at the rate of \$0.10 per minute, the current fair market value of cell phone minutes.

Examples of emergencies include immediate safety concerns, stranded vehicle, and report of a potential crime. Communication with families must occur from work land-line phones to maintain privacy and professional boundaries and will not be reimbursed by Unity Council except as noted above.

Section 9. Work Out of Class

Positions which are temporarily vacated, or positions which are of a duration of six months or less, may be filled with an existing employee being placed in a temporary promotion. Such assignments shall be made in writing and employees will have the option whether to accept the temporary assignment. Employees on temporary assignments, in positions at a higher salary range must be notified if the duration of the assignment is expected to be longer than one pay-period. In cases where assignments exceed one pay period, employees will be compensated at the higher rate of pay for the duration of the temporary assignment. At the conclusion of the temporary assignment, employees will be returned to their previous rate of pay.

Section 10. Conference Attendance:

The Unity Council will pay for the costs of employee attendance at various work-related conferences based on the below process:

On an annual basis, The Unity Council will pay for up to seven (7) bargaining unit employees total, but not more than two (2) per site, to attend an educational conference once per year including, but not limited to, one of the conferences listed below:

- National Association for the Education of Young Children
- California Association for the Education of Young Children
- California Head Start Association Education Conference
- National Head Start Conference and Expo

The Unity Council may pay for an additional two (2) bargaining unit employees (for a total maximum of eight (8) employees) to attend such conference in years in which funds are available in the program budget. To be eligible for funding to attend a conference under this section, employees must achieve satisfactory work performance, including but not limited to attendance and submission of paperwork that meets all requirements related to content and timeline. Employees also must submit a written proposal detailing a skill they will develop as part of the conference or other concrete objective they will achieve as part of the conference and how this skill or objective will enhance their work or add value to The Unity Council. Only employees that have been employed at The Unity Council for at least six months at time of application are eligible.

Proposals will be submitted to the School Readiness Coordinator and the Education Coordinator, who will review the proposals and submit no more than ten (10) candidates to a committee comprised of five (5) staff members selected by their peers. This committee will evaluate the applicants and select the employees who will attend an annual conference. The parties agree to discuss any proposed improvements to this process through the Labor/Management Committee.

Section 11. Classroom Budget Allocations

The Unity Council shall allocate (i) \$400 per school year per preschool classroom and (ii) \$200 per school year per infant/toddler classroom that may be used to purchase classroom supplies identified by staff in each classroom. In making purchasing decisions, staff must review and consider the Early Childhood Environment Rating Scale (ECERS) or the Infant/Toddler

Environmental Rating Scale (ITERS) as appropriate. Prior to purchasing any classroom supplies under this section, staff must submit their proposed budget allocation to the appropriate School Readiness or Education Coordinator for approval, which will not be unreasonably withheld. As part of this process, staff and management will review whether the requested materials are already available at a site and, if they are located, staff will receive those materials and will have an opportunity to request additional supplies so long as they remain within their budget.

Section 12. Education Reimbursement

The Unity Council and the Union share the goal of ensuring that staff are able to attain degrees in Child Development. In furtherance of this goal, and subject to available funding, The Unity Council shall reimburse employees up to 100% of the tuition (i) at the then-current community college rate for staff pursuing Associate of Arts (AA) degrees in Child Development, (ii) at the then-current California State University rate for staff pursuing a Bachelor of Arts (BA) degree in Child Development, and (iii) taking coursework directly related to the position they currently hold. Classes must be taken at an accredited educational institution to be eligible for reimbursement. Employees requesting reimbursement under this section must present a receipt demonstrating that they paid for classes or materials, as The Unity Council is prohibited from reimbursing employees for classes and materials that are paid for by financial aid or other subsidy. In order to receive reimbursement under this section, staff members must receive a grade of "C" or higher.

For staff who cannot afford to pay out-of-pocket for classes and materials, The Unity Council will pay for courses upon registration. Staff electing this option must achieve a grade of "C" or higher in each pre-paid course. If a staff member fails to achieve a grade of "C" or higher, they will be required to pay out of pocket for future classes and course materials until they successfully complete a course with a grade of "C" or higher. Upon notice of successful completion of a course with a grade of "C" or higher, submitted to the Administrative Assistant at the relevant site, staff shall again become eligible for pre-payment under this section for future courses.

In addition, The Unity Council will reimburse employees up to \$300 per semester for textbooks required for their coursework. When used textbooks can be purchased on-line staff must exercise this option to receive reimbursement. In exchange for this reimbursement, employees will provide their used textbooks to The Unity Council upon completion of the applicable course and The Unity Council will make these textbooks available to employees who take the same or similar courses in later semesters. Employees seeking further information regarding textbook reimbursement should contact the Administrative Assistant at the relevant site.

Section 13. Lab Work/Practicum Experience On-Site

The Unity Council commits to arrange for the lab classes/practicum experience required for completion of an AA on-site not more than once every twenty-four (24) months but at least every thirty-six (36) months. For purposes of this section, "on-site" means at one of the then-operating Unity Council school sites; Unity Council may centralize the lab classes/practicum experience at a single site or conduct the lab classes/practicum experience at various sites at its discretion. To the extent that staff at other sites request to participate in the lab classes/practicum experience, The Unity Council will work with them to modify their schedules to permit attendance, which may include transfer to the site hosting the lab classes/practicum experience. Lab hours/practicum experience will be conducted during regular working hours and employees will be paid for this time at their regular hourly rate of pay. However, the associated lecture will be conducted outside of program hours and employees will not be eligible for pay for time spent in the lecture.

Section 14. Salary Steps

Employees shall receive salary step increases starting with the first full pay period after July 1, 2023 as follows:

	Base Salary	Step 1	Step 2
Years of Service	0 to 5	The first full pay period after the employee's 5th anniversary	The first full pay period after the employee's 10th anniversary
*Step Increase	0%	3%	An additional 3%

*Step Increase expressed as percent of base salary.

ARTICLE XIX - HEALTH AND SAFETY

Section 1. Health Insurance

The Employer and the Union agree to refer the topic of exploration of alternative dental plans to the labor management committee. For the 2022-2023 program year, The Unity Council will absorb 50% of the employees share of the Kaiser health insurance premium increase. For subsequent years, the Unity council will notify the Union within two (2) weeks of the receipt of the annual changes from Kaiser, and offer to meet on at least one occasion to discuss those changes. Further meetings will be held upon mutual agreement of the parties.

Section 2. Safe Work Environment

The Employer shall provide a safe work environment for all staff. The Employer will enforce safety rules that prohibit verbal threats and behavior that suggests a propensity toward violence, which can include belligerent speech, excessive arguing or swearing, or a documented pattern of refusal to follow The Unity Council's Code of Conduct.

Employees shall report to their supervisors any work assignments that employees believe are unsafe, unlawful or a health risk for the employee, staff or the children.

If the immediate supervisor does not respond within five (5) working days, the employee is free to take his/ her concerns to the next supervisory level without negative consequences, including raising the concern with the Children and Family Services Director or The Unity Council Human Resources Director, as appropriate.

Section 3. Stress Management Support

The Employer and the Union agree to refer the topic of stress management and employee mental health to the Labor/Management Committee.

ARTICLE XX - RETIREMENT

Unity Council will match voluntary contributions union members make to a 403(b) retirement account, up to 5% of their annual salary. Employees have the option of contributing to the retirement plans set forth in The Unity Council Policy and Procedures Manual. On an annual basis and at the sole discretion of management, Unity Council may match up to a certain percentage of employee's salary for those employees voluntarily contributing to a 403(b) retirement plan.

ARTICLE XXI - LAYOFF/REDUCTION IN WORK

Section 1. Layoffs Generally

It is understood that this collective bargaining agreement covers two programs: Early Head Start (EHS) and Head Start (HS). The Employer, at its discretion, shall determine whether layoffs are necessary in either or both programs. Although not limited to the following, layoffs shall ordinarily be for change in program direction, lack of work and/or lack of funds, low enrollment and/or below-average attendance. If it is determined that layoffs are necessary within either the Head Start or Early Head Start programs, employees will be laid off or not called in to work within the affected program in the following order:

- (1) Services-as-Needed employees
- (2) Temporary employees
- (3) Probationary employees
- (4) Regular employees (full-time and part-time). Regular employees within the affected program will be laid off from an affected classification in accordance with their overall seniority and their ability to perform the remaining work available. When two or more employees within a program have relatively equal experience, skill, ability and qualifications to do the work, the employee(s) with the least seniority will be laid off first.

Section 2. Summer Shifts

Summer closures shall not be considered layoffs. To the extent that staff members are shifted to different positions during the summer closure period, an employee will qualify for consideration for such temporary assignments provided that the employee is the most senior employee qualified for the assignment.

Section 3. Recall

Employees other than services-as-needed, temporary, or probationary employees who are laid off shall be placed on a program-specific recall list (EHS or HS) for a period of one (1) year. If there is a recall within either program, employees who are still on the recall list for that program shall be recalled in the inverse order of their layoff; provided they are presently qualified to perform the work in the available job position to which they are recalled.

If an employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall and remain on the layoff list and be eligible for recall. The Agency shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall, and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify The Unity Council of his/her intention to return within three (3) business days after receiving notice of recall. The Unity Council shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide The Unity Council his/her latest mailing address.

ARTICLE XXII - HEAD START CLASSROOM ASSESSMENT SCORING SYSTEM (CLASS)

All teachers will attend mandatory training on the Classroom Assessment Scoring System (henceforth "CLASS") tool used by the Office of Head Start, and all classrooms will be assessed by the program using the tool. Teachers are required to maintain CLASS scores that meet or exceed the most recent national average of Head Start Classrooms. For Early Head Start classrooms, teachers must meet the Teachstone National Average on the Toddler CLASS Tool. A teacher scoring below the national average will be notified and supported through training and coaching in an effort to encourage improvement with an improvement plan. The Unity Council will notify the Union of any improvement plans related to CLASS. The Unity Council will reassess using the same standards.

ARTICLE XXIII - COUNSELING, DISCIPLINE AND DISCHARGE

It is policy of The Unity Council to develop the skills of all employees. Part of the development process may involve situations where an employee needs guidance and counseling in working toward attaining a satisfactory performance level. Managers may utilize the following progressive counseling steps when it is determined that the unacceptable performance or conduct can be corrected. In the appropriate circumstances, employees will receive performance improvement coaching prior to beginning the progressive discipline process.

Step 1: Verbal Counseling

The manager meets with the employee to discuss the observed performance and goals for immediate improvement. Following the verbal counseling, the manager will complete the verbal counseling form, which will be filed in the employee's personnel file. Within their responsibilities for supervising, Teacher III's may initiate the verbal counseling process. However, all written and verbal communications relating to the employee must be created in conjunction with managers.

Step 2: Written Counseling

If after the verbal counseling session the observed performance does not improve, further action should be taken. The manager should document the continuing performance problem and meet with the employee. During the meeting the following areas should be addressed:

- (1) state the acceptable performance expectations;
- (2) provide specific examples of performance deficiencies;
- (3) state specific time frame for Improvement;
- (4) state that disciplinary action up to and including termination may be taken if there is no improvement; and
- (5) inform the employee that the continuing deficiency will be documented.

Step 3: Suspension, Termination and/or Demotion

All disciplinary notices shall be given to the employee in question in writing. The employee shall be provided with a space to indicate receipt of the document but not necessarily agreement with its content. All records of such disciplinary nature will be maintained in the employee's personnel file, but if the employee has not had further disciplinary problems for a period of two (2) years from the date of disciplinary action in question, it will not be considered as grounds for further discipline.

The employee has a right to Union representation at all-levels of the discipline process. However, performance improvement coaching is not subject to the process set forth in Article XXIII, including the right to Union representation.

If it becomes necessary to take disciplinary action, such as verbal counseling, providing written counseling, and/or notice of suspension, termination or demotion against an employee, the supervisor issuing the discipline shall do so in private.

These steps are not required in cases of misconduct, including but not limited to:

1. Child abuse or endangerment;
2. Insubordination;
3. Sexual harassment;
4. Use of slurs or racial/ethnic epithets;
5. Fraud, theft, or embezzlement;
6. Job abandonment (unexcused absence of three [3] consecutive days or more);
7. Being under the influence of or bringing: drugs, alcohol, or weapons to program sites or events; and
8. Physical fighting or making physical threats to others while on site.

Disqualification of employees from working in the Head Start or Early Head Start programs pursuant to federal, state or local law, including revocation of licensing clearance or lack of required child development permit does not constitute discipline or discharge within the scope of this agreement. However, all qualified teachers who submit a complete child development permit or renewal application with all requirements from the child development matrix three months prior to the permit deadline as determined by the state are considered "qualified" until the renewal, new permit, or rejection notification from the state is received. The permit application must be pre-approved by the Director of Children and Family Services (or his/her designee), prior to submission of the application to the state.

ARTICLE XXIV - GRIEVANCE PROCEDURES

The Unity Council fully recognizes the importance of a grievance procedure since in any organization conditions arise that may create employee dissatisfaction. Any employee utilizing the grievance procedure is guaranteed freedom from retaliation.

Section 1. Definition

Grievance: A grievance within the meaning of this provision is hereby defined to be any controversy, complaint, or dispute as to the meaning and/or application of this Agreement or any disciplinary matter which results in a loss of pay, suspension, demotion or termination.

Section 2. General Procedures

A grievance may be submitted by any employee, or by the Union on the behalf of any employee(s). Employees shall have the right to Union representation at all steps of the grievance procedure. Both parties may extend time limits upon mutual agreement. If The Unity Council fails at any step to comply with the grievance time limits, the grievance shall proceed to the next step automatically. If

the Union and/or employee fail to comply with the grievance time limits, the grievance shall be settled upon the basis of The Unity Council's last response.

The written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signature of the affected employee or the Union.

Section 3. Grievance Steps

The grievance procedure shall consist of the following steps:

Step 1: First Level Manager

An employee or the Union must file a written grievance with the first level manager within twenty-one (21) calendar days after the occurrence or when they first had knowledge, or should have reasonably had knowledge, of the event which is the cause of the grievance. For purposes of this Agreement, the first level manager for teaching staff shall be the Site Directors. For all other staff, the first level manager shall be their Reporting Manager. Within fourteen (14) days of receipt of the grievance, the first level manager shall meet with the Union and employee in an attempt to resolve the grievance and give a written response to the Union. The response shall indicate the next level of management for appeal purposes.

Step 2: Director of Children & Family Services or Designee

If the grievance is not satisfactorily settled in Step 1, the employee and/or the Union may file a written appeal and submit it to the Director of Children & Family Services (DCFS) or his/her designee within fourteen (14) calendar days of receipt of the first level manager's written response. The DCFS or designee shall meet with the Union and employee in an attempt to resolve the grievance and give a written response to the Union within fourteen (14) calendar days of such submission. Management and Union shall contact each other to schedule the meeting within three (3) working days of receiving the written appeal of the Step 1 determination.

Step 3: CEO Review

Grievances which are not satisfactorily settled at Step 1 or 2 (in the case of disciplinary issues), will be forwarded to the CEO or his/her designee. The CEO or his/her designee shall meet with the Union and employee and respond within thirty (30) calendar days.

Step 4: Mediation (Optional Step)

After completion of the final step of the grievance procedure and by mutual agreement, either The Unity Council or the Union may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.

The parties agree that no stenographic record of the session will be made and there will be no pre- or post-hearing brief filed.

The mediator's role will be to assist the parties to reach an agreement. The mediator shall not have the authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by the Agency, the Union, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

The mediator may provide the parties with a private, informal, nonbinding assessment of the procedural and substantive merits of the dispute, and how an arbitrator would likely decide the grievance.

All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this agreement or any other similar dispute.

All expenses of mediation, excluding costs of representation and witnesses, shall be shared and divided equally among both parties.

Step 5: Binding Arbitration

Matters which are subject to arbitration are limited to grievances regarding the meaning and/or application of this Agreement or grievances regarding disciplinary terminations or suspensions of five (5) days or more. If a grievance regarding the interpretation or application of this Agreement remains unresolved, within fourteen (14) calendar days of the Employer's final response, the Union may refer the grievance to arbitration by making a written request to the California State Mediation and Conciliation Service (CSMCS) for an arbitration panel of five (5) arbitrators and copying the Agency of the written request. Within seven (7) calendar days of receipt of this list of arbitrators from CSMCS, the parties shall meet and shall alternately strike names until one arbitrator remains. The party with the first opportunity to strike shall be determined by coin toss or other random method. The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement. All expenses of arbitration, excluding costs of representation and witnesses, shall be paid equally by both parties. The decision of the arbitrator shall be final and binding upon the parties and shall be issued within thirty (30) calendar days of the arbitration hearing.

Expedited Arbitration (Optional by mutual agreement)

By written agreement of The Unity Council's Executive Director and the Union, grievances which are referred to binding arbitration may be addressed using expedited rules, which will include the following characteristics: 1) extensive efforts shall be made to stipulate to facts before the hearing; 2) no attorneys will be used; 3) there shall be no stenographic record of the proceedings; 4) only oral closing arguments will be used, no briefs; and 5) only an oral bench decision shall be required.

ARTICLE XXV– TRAINING

Section 1. Pre-Service Training

The Unity Council will make recordings of pre-service training available to all staff.

ARTICLE XXVI- NO STRIKE OR LOCKOUT

Section 1. No Strike

During the term of this Agreement or any extension hereof, neither the Union, its members nor any employee covered by this Agreement will call, sanction or participate in any strike, stoppage of work, slowdown or interruption of the function of The Unity Council, whether or not the cause thereof is subject to arbitration. If such action occurs, the Union shall make a reasonable effort (oral and/or written notices) to terminate such action. Any employee engaged in such action shall not be entitled to any benefits that occur or accrue during that term and shall be subject to discipline or discharge at Unity Council's sole discretion.

Section 2. No Lockout

During the term of this Agreement, or any extension thereof; The Unity Council will not commence nor continue a lockout of its employees.

Section 3. Remedies For Violations

The Unity Council and the Union shall have the right to full judicial relief, including injunctive relief, for the violation of this Article.

ARTICLE XXVII - ZIPPER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, The Unity Council and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject of matter within the scope of this Agreement.

ARTICLE XXVIII - DURATION OF AGREEMENT

Section 1. Term of Agreement

This agreement will become effective upon ratification of both parties, through and including June 30, 2022, subject to the reopener provisions of Article XIX of this Agreement on Wages. Negotiations regarding renewals shall commence at least ninety (90) days prior to June 30, 2025.

Section 2. Modification




If, during its term, the parties hereby mutually agree to modify, amend or alter the provisions of this Agreement in any respect, any such changes will be effective only if and when reduced to writing and approved by the Chief Executive Officer and the authorized representatives of the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.

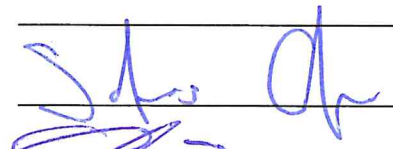



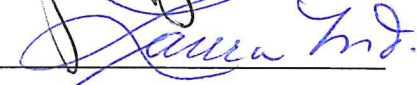
Dated: _____

Dated: _____

For The Unity Council:

For the Union:

 Chris Iglesias, CEO
 Luis Arenas, VP CFS
 Teresa Estrada, VP HR

ARTICLE XXVIX - APPENDIX A

SEIU Local 1021
Represented Classes

Administrative Assistant I
Administrative Assistant II
Cook I
Cook II
Family Advocate
Maintenance I and Driver/Maintenance I and II*
Center Support Staff
Break Teacher
Master Teacher
Associate Teacher
Teacher
Health Aide
Home Visitor**
Janitor
Substitutes for any of the above-named classifications

* These positions are currently classified by The Unity Council as Maintenance I and Maintenance II

** This position is currently classified by The Unity Council as Teacher I/Home Visitor

ARTICLE XXX - APPENDIX B

Unity Council
Head Start & Early Head Start
Union-Represented Positions and Salary Ranges
Increases effective as of July 1, 2022

Education and Family Services Staff								
Position	Formerly Known As	Minimum Permit for ED Staff	Current Wages		Proposed % Increase from Current	New Wages: July 1st, 2022	Year 2 3% increase	Year 3 3% increase
Break Teacher	Teacher I	Assistant Permit	Any Permit	\$ 18.23	12%	\$ 20.42	\$ 21.03	\$ 21.66
Associate Teacher	Teacher I	Associate Permit	Associate Permit	\$ 18.23	19%	\$ 21.69	\$ 22.34	\$ 23.01
			Higher Permit	\$ 18.69	22%	\$ 22.80	\$ 23.49	\$ 24.19
Teacher	Teacher II	Teacher Permit	AA Degree	\$ 20.09	20%	\$ 24.11	\$ 24.83	\$ 25.58
			BA Degree	\$ 22.55	20%	\$ 27.06	\$ 27.87	\$ 28.71
Master Teacher	Teacher III	Master Permit	AA w/Master	\$ 22.75	20%	\$ 27.30	\$ 28.12	\$ 28.96
			BA Degree w/Master Permit	\$ 24.00	21%	\$ 29.04	\$ 29.91	\$ 30.61
			AA w/Site Sup		New Category	\$28.30	\$ 29.15	\$ 30.02
			BA Degree w/Site Supervisor+		New Category	\$30.00	\$ 30.90	\$ 31.63
						\$ -	\$ -	
Home Visitor		Associate Permit	Associate Permit	\$ 18.23	19%	\$ 21.69	\$ 22.34	\$ 23.01
			AA Degree	\$ 20.09	20%	\$ 24.11	\$ 24.83	\$ 25.58
			BA Degree	\$ 22.55	20%	\$ 27.06	\$ 27.87	\$ 28.71
Family Advocate		N/A	No Degree	\$ 18.23	18%	\$ 21.51	\$ 22.16	\$ 22.82
			AA Degree	\$ 20.09	20%	\$ 24.11	\$ 24.83	\$ 25.58
			BA Degree	\$ 22.55	20%	\$ 27.06	\$ 27.87	\$ 28.71

Non-Education Union Represented Wages								
Position			Current Wages		Proposed % Increase from Current	New Wages: July 1st, 2022	Year 2 3% increase	Year 3 3% increase
Admin Asst I	N/A		\$ 17.89	12.0%	\$ 20.04	\$ 20.64	\$ 21.26	
Admin Asst II			\$ 18.23	15.20%	\$ 21.00	\$ 21.63	\$ 22.28	
Health Aide			\$ 17.89	17.40%	\$ 21.00	\$ 21.63	\$ 22.28	
Cook I			\$ 17.89	11.80%	\$ 20.00	\$ 20.60	\$ 21.22	
Cook II			\$ 18.94	16.15%	\$ 22.00	\$ 22.66	\$ 23.34	
Janitor			\$ 17.89	11.80%	\$ 20.00	\$ 20.60	\$ 21.22	
Maintenance I			\$ 17.89	11.80%	\$ 20.00	\$ 20.60	\$ 21.22	
Driver			\$ 17.89	11.80%	\$ 20.00	\$ 20.60	\$ 21.22	
Center Support Staff			\$ 17.89	11.80%	\$ 20.00	\$ 20.60	\$ 21.22	