

COLLECTIVE BARGAINING AGREEMENT

between

Springfield Partners for Community Action

and

UAW Local 2322

*United Automobile, Aerospace and Agricultural
Implement Workers of America*



February 26, 2015 through February 25, 2017

Dear UAW Local 2322 Member.

Here is your Union Contract, which sets forth your hours, wages, benefits and other working conditions. This contract is *legally binding* and is enforced through the grievance procedure included in this contract.

The benefits in this contract are the result of your hard work and dedication and came after many months of negotiating with your employer. These benefits are yours and your employer does not have the right to take them away. When the employer violates the contract, your rights and the rights of your co-workers are undermined. Don't be shy about standing up for your rights. This is a union and you are not alone.

Keep this contract so that you may refer to it when the need arises. If you lose your copy, we can provide you with another. When you have a problem or question, the union is as close as the phone. Call your union steward or the UAW Local 2322 office.

Finally, I would like to end with an important right you have as a unionized employee. If you are being told to attend a meeting with a supervisor and you have a reasonable belief that discipline or other adverse consequences may result from what you say in the meeting, you have the right to request union representation. This right is guaranteed by the "Weingarten" Supreme Court decision which ensures that you have the right to have a union representative at any investigatory or grievance meeting. Here is what to say:

"If this discussion could in any way lead to my being disciplined in any manner, up to and including my being suspended or terminated, and becoming part of my personnel record, I respectfully request that my union steward or union representative be present to assist and represent me at the meeting. Without representation present, I choose not to participate in this discussion."

I hope that you will become involved in your union. The union is only as strong as the membership, so we ask you to lend us your muscle by taking the time to get involved. You could be a steward, serve on Joint Council or other committee meetings, organize more workers into our union or be involved in many other activities. Come by the union office or give us a call. We want you to get involved.

In solidarity,

Jocelyn Silverlight

President, UAW Local 2322

When a question or problem arises, talk to your union steward. (A steward is an elected representative who helps employees with problems in the workplace.) If you do not know your union steward or if you need additional help, call the union office:

**UAW Local 2322
4 Open Square Way, #406
Holyoke, MA 01040
800-682-0269 or 413-534-7600**

*Protect these hard won benefits and rights. Read your contract.
Know your rights. Know your benefits.*

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AGREEMENT

This Agreement, entered into by and between Springfield Partners for Community Action, Inc. with its place of business located in Springfield, Massachusetts, hereinafter called the "Employer" and United Auto Workers Local 2322, hereinafter called the "Union.")

WITNESSETH: WHEREAS it is the intent and purpose of the Employer and the Union to promote and improve labor Management relations between them and to set forth herein the terms of their Agreement covering wages, hours and conditions of employment to be observed by the Employer, the Union and the Employees.

PREAMBLE

The following is the Agreement between the Union and the Employer. The purpose of this agreement is to better insure the quality of early care and education provided at the agency while providing the best possible conditions for the staff.

ARTICLE 1 RECOGNITION

Section 1:

A. The Employer recognizes the Union as the sole Collective Bargaining Representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and all other terms and conditions of employment for all regular full-time and regular part-time Employees within the Daycare Program in the classifications of Lead Teacher, Teacher, Teacher Aides and Kitchen Assistant as employed by the Employer.

B. Excluded from the Bargaining Unit are: all other Employees not listed in the above classifications including the Program Director, Supervisors, Coordinators, Temporary/Casual Employees, Bus Drivers, Bus Monitors, Office Staff, Confidential and Managerial Employees as defined by the appropriate jurisdiction.

Section 2: Whenever the word "Employee" is used in this Agreement, it means the Employee in the Bargaining Unit covered by the Agreement.

ARTICLE 2 UNION SECURITY

It shall be a condition of employment that all Employees hired after the signing of this Agreement who choose not to join the Union must pay an agency fee to the Union.

ARTICLE 3 INTRODUCTORY EVALUATION PERIOD

Section 1: During the first six (6) calendar months of an Employee's employment, he/she shall be on an Introductory Evaluation Period. Six (6) months for Teachers & nine (9) months for Lead Teachers. The Employer shall have a right to discharge or terminate a probationary Employee at its discretion and such action shall not be subject to the arbitration procedure stated herein.

During the Introductory Evaluation Period, the Employee will be supervised and evaluated (tools to be determined by Management). During the Introductory Evaluation Period, an employee will normally receive a mid-term evaluation.

At the, completion of the Employee's Introductory Evaluation Period he/she shall receive a written evaluation.

Section 2: Should an Employee be terminated during his/her Introductory Evaluation Period, the Employee will have access only to the first three steps of the grievance process. Probationary Employees will not have access to the arbitration process.

Section 3: Employee's vacation, personal and sick days will accrue during the Introductory Evaluation Period; however, vacation and personal time may not be used until the Employee has been employed with the daycare for four (4) months. Should the Employee be terminated prior to completing his/her Introductory Evaluation Period, all accrued time is waived.

Section 4: An Employee in their introductory evaluation period is eligible for health insurance on the first day of the month following thirty (30) calendar days from his/her hire date.

Section 5: A probationary Employee is eligible to receive holiday pay as per Article 41 during this time period.

ARTICLE 4 UNION DUES

Section 1: The Employer agrees to deduct initiation fees, dues or agency fee from the wages of those Employees covered by this Agreement who voluntarily authorize the Employer to make such deductions on a proper authorization form. The Union must provide a written authorization in a form authorized by law from the Employee prior to any deductions being made. Monies will be deducted on a bi-weekly basis and forwarded to the Union by the fifteenth (15th) of the month.

Section 2: The Employer agrees to notify the Union in writing and by email on a monthly basis of all newly hired Employees, their classification and also the dates of termination of any terminated Employees.

Section 3: Upon failure of any Employee to tender his/her initiation fee and dues or agency fee to the Union within the period and under the conditions specified in Section 1 above, the Union shall notify the Employer in writing of such failure, and the Employer shall, upon receipt of such notice, and not more than seven (7) days thereafter discharge such Employee.

Section 4: The Union agrees to and does hereby indemnify, defend and hold harmless the Employer from and against any and all claims, demands, liabilities, lawsuits or any other form of action arising from or relating in any way to any action taken by the Employer for the purpose of complying with this Article.

Section 5: When new Employees are to be hired for the Bargaining Unit, the Union shall have equal opportunity with all other sources to refer and recommend applicants for employment. Persons referred by the Union shall be given equal opportunity for employment with all other applicants to be hired, but there shall be no discrimination against any applicant by reason of membership or non-membership in the Union.

Section 6: Upon receipt, of a signed authorization card from an Employee, the Employer agrees to deduct from the paychecks of

Employees voluntary contributions to the UAW V-CAP and/or Union Community Fund. Employees may enroll once a year during the Employer's benefit enrollment period. The Employer agrees to remit funds monthly to the UAW along with a list of participating members.

Section 7: The Union agrees to notify the Employer within a week of any change in the amount of dues and/or initiation fees. The Union agrees to send this notice to the Employer's Human Resources Director.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1: The Management of the Agency and the direction of the working forces, including the right to plan, direct and control Agency operations; to schedule and assign work to Employees; to determine the means, methods, processes, materials, and schedules of services; to determine the services to be provided; to choose the location of its offices and the continuance of its operating department; to establish standards and to maintain the efficiency of Employees; to establish and require Employees to observe Agency rules and regulations; to hire, layoff or relieve Employees from duties; and to maintain order and to suspend, demote, discipline and discharge Employees for just cause, are the recognized reserved rights of the Agency.

Section 2: The foregoing enumeration of Management's rights shall not be deemed to exclude other rights of Management not specifically set forth, the Agency therefore retaining all rights not otherwise specifically restricted by this Agreement.

Section 3: The exercise by the Agency of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the Union or Bargaining Unit.

Section 4: It is understood and agreed that the Agency shall exercise the foregoing rights subject to the provisions of this Collective Bargaining Agreement.

ARTICLE 6 CREDIT UNION/BANK

Employees will have access to direct deposit with any bank or credit union of their choosing.

Direct deposits will normally occur on a bi-weekly basis. Notice will be provided to the Employee should a problem occur with these deposits as soon as practical.

ARTICLE 7 UNION BUSINESS

Section 1: Representatives of the Union may visit by appointment so as to not interfere with program operations and with prior approval of the Program Director. The Employer's facility may be used with permission and by appointment for the purpose of discussing grievances. Management approval will not be withheld in an arbitrary, capricious or discriminatory manner.

Section 2: The Employer agrees to provide a bulletin board for the Union to post notices. All postings will be submitted to and subject to approval of Management. Management approval will not be withheld in an arbitrary, capricious or discriminatory manner.

Section 3: With proper documentation, leaves of absence to attend conventions, seminars and Executive Board Meetings of the Local or International Union may be granted to the Union Officers, Stewards or elected delegates of the Union, provided replacements can be obtained.

ARTICLE 8 UNION STEWARDS

Section 1: The Union reserves the right to designate Union Stewards.

Section 2: The Union shall supply the Employer with the name of the Union Steward(s) within 1 week of appointment and/or change in appointment.

Section 3: The Union Steward shall be empowered to discuss and

investigate the adjustment of problems and grievances with the Employer as outlined in the grievance procedures. Stewards investigating any grievance must receive permission to visit the site prior to engaging in this activity and may not interfere with the day-to-day running of the daycare.

ARTICLE 9 GRIEVANCE AND ARBITRATION

Section 1: A grievance, within the meaning of this agreement, shall be any dispute arising between the parties relating to any matter of wages, hours and working conditions, or any dispute between the parties involving the interpretation or application of any provisions of this Agreement.

Section 2: An Employee (grievant) or the Union, on behalf of the Employee, must submit his/her grievance in writing to the Executive Director or his/her designee and be received by the Employer within thirty (30) calendar days of the aggrieved action.

Section 3: A grievance must be submitted with the following information: name of grievant, specific date(s) of incident, specific articles violated and identifying number.

Section 4: The Employer agrees to attempt to resolve Employee issues informally prior to addressing the matter in the formal grievance setting.

Section 5: Upon mutual agreement of both parties, the first two steps of this process may be skipped.

Grievance Steps:

Step 1: The immediate Supervisor will meet with the grievant and the Union within seven (7) calendar days to listen to the Employee's grievance. The immediate Supervisor will provide a written response to the grievant within seven (7) calendar days of that meeting.

Step 2: If the Employee is not satisfied with the response from Step 1, the grievant must submit in writing a request to go to Step 2 within seven (7) calendar days from receiving the response from Step 1. At Step 2, the Employee and the Union will meet with the Associate Director who

will respond in writing within seven (7) calendar days of that meeting.

Step 3: If the Employee is not satisfied with the response from Step 2, the grievant must submit in writing a request to go to Step 3 within seven (7) calendar days from receiving the response from Step 2. At Step 3, the Employee and the Union will meet with the Executive Director who will respond in writing within seven (7) calendar days of the meeting.

Step 4: If the grievance is not settled at Step 3, both parties may mutually agree to call in a mediator to resolve the dispute. Such a decision will be made at a meeting of the Executive Director and the Union within seven (7) calendar days of receipt of the Executive Director's response. Both parties must agree on a mutually acceptable mediator. Any settlement Agreement reduced to writing between the parties in mediation will be final and binding. If either party does not agree to mediation, the grievance will go to the next step.

Step 5: If the grievance is not settled at Step 3, or if applicable, Step 4, the Union may submit the grievance to arbitration under the American Arbitration Association. Both parties also agree to jointly exclude Massachusetts resident arbitrators from the selection process (unless mutually agreed otherwise) and include only arbitrators from Connecticut, New York, Rhode Island and Vermont (within a 400 mile radius). The grievance will be submitted to arbitration within thirty (30) calendar days after it has been determined that an agreement cannot be reached at Step 3 or if applicable Step 4. The award or decision of the arbitrator will be final and binding upon all parties.

Section 6: The fees and expenses of the arbitrator shall be shared equally between the parties. Each party shall otherwise bear their own costs.

Section 7: The arbitrator shall have jurisdiction only over disputes arising out of the grievances, as defined, and procedurally set forth (up to and including time limits) in this agreement, and shall have no power to add to, subtract from or modify in any way the terms of this Agreement

Section 8: By mutual agreement the parties may select an arbitrator without reference to the American Arbitration Association and, if so, the parties will attempt to agree on expedited arbitration procedures.

ARTICLE 10 SENIORITY

Section 1:

A. Seniority is defined as the length of continuous employment with the Employer from the last date of hire.

B. The Employer agrees to furnish the Union quarterly with an up-to-date seniority roster of all the Employees covered by this Agreement, showing the Employees covered by this Agreement; showing the Employee's name, classification, position, a part-time or full-time status and date of hire.

C. An Employee's seniority shall terminate and he/she shall cease to be an Employee of the Agency upon the occurrence of any one of the following events:

1. Voluntary quit
2. Termination/Discharge for just cause.
3. Failure to return to work within the time allowed after a layoff or on the expiration of a leave of absence.
4. Layoff or leave of absence for any reason for a period in excess of six (6) months unless the Employee is rehired prior to one year from their date of lay-off.
5. Failure to report to work three (3) consecutive days without notice to the Employer.
6. Failure to return to the previously held classification within ten (10) working days after recall or upon failure to return from a leave of absence.

ARTICLE 11 LAYOFF/RECALL

Section 1: Layoff

A. Notification of layoffs will normally be ten (10) working days in advanced or as soon as the Employer is aware of the need for same. The decision and/or need to have a layoff is at the sole discretion of Management and cannot be a subject of an arbitration. However, Employee(s) may grieve through the arbitration process Management's failure to apply the manner in which layoffs will occur as outlined in Article 11 of this agreement.

B. Layoffs will be made on the basis of job classification, certification and then by seniority.

C. In the event of a teacher layoff, Management has the sole discretion to maintain two (2) duly certified teachers within each laid-off classification.

D. Employees rehired within one year from being laid off will receive their original seniority date of hire and begin to accrue the corresponding benefits available.

E. Prior to layoffs occurring, Management agrees to meet with the Union and discuss possible alternatives to the layoffs.

F. Prior to layoffs occurring, Management agrees to consider transferring affected staff whenever possible.

G. Employees on layoff may bid on vacant positions during this time period.

H. In the event Management is unable to provide at least two (2) weeks' notice prior to layoff, Management agrees to provide a two (2) week severance package.

Section 2: Recall

Recall of Employees laid off normally will proceed as follows:

A. Notice will be sent by registered or certified mail to the last address given the Employer by the Employee for six (6) months after the Employee is laid off.

B. If the Employee fails to return to work within ten (10) working days of the date of mailing, or fails within the same period to give an acceptable reason for not reporting he/ she shall be terminated.

C. Recalls will be by site location, job classification, classroom certification, and then by seniority.

D. Employees shall be recalled to the classification they held at the time of the layoff.

E. Employees recalled from layoff within six (6) months will receive

their original seniority date and will be reinstated with all existing benefits they had available to them at the time of layoff, so long as they are still available.

F. Employees who are rehired by the Employer within one year of layoff will receive their original seniority date and will be reinstated with all existing benefits available to them at the time of layoff, so long as those benefits are available.

ARTICLE 12 HIRING/TRANSFERS/PROMOTIONS

Section 1: Vacancies

As vacancies occur, first consideration will be given to present qualified Employees. Good faith efforts will be made to promote from within. Jobs will be awarded on the basis of qualifications and seniority.

Section 2: Posting

A vacancy in a job classification which is other than temporary shall be posted on the Union bulletin board at the same time as advertising outside the agency for a period of ten (10) working days (not including Saturday or Sunday). Job posting will include the following information:

1. Date of posting and date posting will expire
2. Job title
3. Salary level
4. Basic responsibilities
5. Basic qualifications
6. Educational requirements and applicable experience
7. Normal hours of work

Section 3: Transfers to a vacant position

A. Based on program/operational needs, an Employee may be transferred to a vacant position temporarily by Management. Prior to such a transfer, consideration will be given to the Employee's ability to make such change. The Union will be provided notice of Management's intent to transfer a bargaining unit member prior to the transfer occurring.

B. Should an Employee transfer to a position that becomes permanent, that position will be posted and filled in compliance with Article 12 of this agreement.

Section 4: Classroom Transfers

Based on program/operational needs, an Employee may be transferred to another classroom. Prior to such a transfer, the Employer agrees to meet with the affected Employees to explain the need for such a transfer and whenever possible allow time for transition with the children. Management agrees to provide at least a one (1) week notice prior to a permanent transfer situation.

Section 5: Bidding

Employees must submit their notice of interest to bid for the vacant position within the posted time period.

Section 6: Interviews

A Only qualified applicants will be interviewed.

B. If it is determined that all applicants are equally qualified, it is agreed by the parties that preference will be given to laid-off and current Employees prior to hiring outside applicants who are qualified. Seniority will be the determining factor between the laid-off worker and current employee when all applicants are qualified.

Section 7: Hiring Committee

Management agrees to include one bargaining unit employee to participate on the hiring committee for bargaining unit positions. It is the responsibility of the union to assign a member to participate on this committee; failure to do so will in no way slow down and/or prevent this committee from meeting and making their recommendation to hire.

ARTICLE 13 HOURS OF WORK

Section 1: The Daycare Center will normally be open 6:30 a.m. to 5:00 p.m. Monday through Friday. All regular full-time teachers, teacher aides and lead teachers will normally be scheduled to work 40 hours a week with a half-hour unpaid break each day. In the event an employee is required to work through their break period, he/she will receive pay for that time in accordance with MGL Chapter 149.

Section 2: Full-time is defined as working thirty (30) hours or more per week. Part-time is defined as working less than thirty (30) hours per week

Section 3: Rest Periods

A. Full-time teachers, teacher aides, and lead teachers shall receive an unpaid one-half (1/2) hour rest period and one fifteen (15) minute paid break.

B. Part-time Employees who work four (4) or more consecutive hours may receive a fifteen (15) minute paid rest period, subject to operational needs.

Section 4: Overtime

An Employee who works in excess of forty (40) hours in a week will be paid overtime pay at the rate of time and one-half (1 1/2) the regular hourly rate of pay.

ARTICLE 14 SICK DAYS

Section 1: An active Employee shall accrue sick leave at the rate of one (1) day per month. Employees shall accrue up to twelve (12) sick leave days per year.

Section 2: Employees shall be allowed to bank unused sick leave days and carry them over from year to year, not to exceed twenty (20) days per year.

Section 3: The Employer agrees to allow Employees to utilize sick leave days for illness and doctor appointments of family members dependent on them.

Section 4: Payment of sick leave shall equal an Employee's regular scheduled hours for the day it is used.

Section 5: Paid sick leave shall not be used in computing hours for the purpose of overtime payment

Section 6: Should Management suspect abuse of sick leave and/or an Employee is in an unfit work condition to perform the duties and responsibilities of his/her position, a doctor's note may be requested at the sole discretion of Management. Failure to comply with this request may result in disciplinary action up to and including termination.

Section 7: Whenever possible, Employees will be informed in advance of Management's concern of abuse and notice will be given that a doctor's note will be required in the future.

Section 8: All staff will provide at least 2-3 hours notice before their shift begins of their intention to call out sick.

**ARTICLE 15
BEREAVEMENT LEAVE**

Section 1: In the event of a death in an Employee's family, the following work days off, with pay, shall prevail for all Employees:

Family Member	# of Days to be Paid	Family Member	# of Days to be Paid
Spouse	3	Stepparent	3
Parent	3	Stepbrother/sister	3
Foster Parent	3	Grandparent/child	3
Child	3	Mother/Father-in-law	3
Stepchild	3	Brother/Sister-in-law	3
Foster Child	3	Daughter/Son-in-law	3
Brother/Sister	3	Significant Other	3
		Any member of family residing in home	3

Section 2: An additional two (2) days may be allowed at the discretion of the Executive Director or his/her designee.

Section 3: It is understood that in all cases the date of notification of a death of a family member shall not be counted as part of funeral leave, if the Employee is notified at work Employees seeking to claim a significant other must have his/her name on file with the HR department at least six (6) months prior to requesting the time off

Section 4: The Employee may be required to furnish proof of death if the Employer determines the same is necessary.

Section 5: A day's pay under this provision shall be the Employee's regular straight time rate of pay times the number of hours for which the Employee has been scheduled.

Section 6: If a death in an Employee's family occurs prior to a scheduled vacation, the Employee may reschedule the vacation.

ARTICLE 16
VACATIONS

Section 1: All twelve (12) month Employees shall accrue vacation days on their anniversary date of employment on the following basis:

<u># of Years of Employment</u>	<u># of Days per month</u>
0 to 3 years	1 day
3 to 10 years	1 1/2 days
10 or more years	2 days

Section 2: Full pay for each day of vacation shall mean pay for the number of hours normally paid as a regular work day.

Section 3:

A. Vacation pay will be paid to the Employee prior to the start of the vacation, provided the Employee has requested the pay on a request for leave slip. When a holiday specified in this Agreement falls within the Employee's vacation, an additional day off, with pay, shall be added to the Employee's vacation or taken at a later time by mutual agreement of the Employee and Employer.

B. All vacation time earned normally must be taken during the year in which eligibility occurs, unless otherwise requested by the Employee, and authorized.

C. The regular vacation period is from January 1 through December 31.

D. All bargaining unit Employees may carry over no more than one (1) week - five (5) days vacation time from one year to the next. Any staff currently on payroll will be grandfathered in and allowed to carryover her/his current vacation accrual only for the first year of this contract.

E. Employees still in their Introductory Evaluation Period will not have access to vacation time until they have been employed with the daycare for four (4) months.

Section 4: All bargaining unit Employees must obtain prior approval by Management for any access to vacation time at least two (2) weeks or more in advance. At Management's sole discretion requests for vacation time with less than two (2) weeks' notice will be considered and based on operational needs will be approved. Management approval and /or

denial of this vacation time is not subject to the grievance/arbitration procedure. Requests will be handled on a first come, first serve basis. When two or more Employees request the same time off on the same day, then seniority will be the determining factor. The Employee agrees to personally hand deliver to the program director or her/his designee his/her vacation request. The Employer agrees to respond upon receipt of the Employee's request for vacation time, but no later than five (5) working days. In the event an Employee is not able to be granted the requested time off, then she/he will have access to Section 5 of this Article.

Section 5: Any bargaining unit Employee unable to access their vacation time, due to no fault of their own and faces losing such time, may request to carry over the time or a cash payout for this time. The decision either to allow this to be paid or carried over is at the sole discretion of the Executive Director and may not be a matter subject to arbitration. The Executive Director reserves his/her right to deny an Employee's request to carry over time or for a cash payout should he/she determine the Employee had an opportunity to use said time and failed to do so. His/her decision to deny this request may not be a matter subject to arbitration except in circumstances wherein the Employee did not have a reasonable opportunity to reschedule same.

In the event an Employee is subject to lose vacation time at the end of the year due to a miscalculation error by Management, the Employee will have the option to be paid or carry this time.

ARTICLE 17 HEALTH INSURANCE

Section 1: Employees who work thirty (30) hours or more per week will be eligible to receive health insurance coverage.

Section 2: The Employer agrees to pay seventy-five percent (75%) of the health insurance premium toward a single, double or family plan. The Employee's contribution will be the remaining balance of their health insurance premium.

Section 3: The plans offered will be the same or equal to the plans currently offered.

Section 4: The Employer agrees to provide the Union with notice and agrees to meet for the Union's input when notice of changes are given to the Employer regarding health coverage.

Section 5: Maternity Leave

Employees will have access to Short-term disability for maternity leave purposes so long as the Employer's plan allows coverage for this leave.

**ARTICLE 18
LEAVE OF ABSENCE**

Section 1: Eligibility

Employees who have successfully completed their Introductory Evaluation Period may be granted a leave of absence for the following reasons: sickness, accident, maternity/paternity, adoption, to care for a sick member of the Employee's immediate family.

Section 2: Procedure

A. Leave of absence may be allowed for period of time normally not to exceed six (6) months. Extensions of a leave of absence may be granted at the sole discretion of Management and Management discretion will not be exercised in an arbitrary, capricious or discriminatory manner.

B. An Employee may not work during this leave of absence during the same hours he/she would normally be scheduled to work at the Daycare.

C. Other than in emergency situations, (as defined under FMLA and the Small Necessity Leave Act), applications for leaves of absence and/or extensions must be requested by an Employee from the Supervisor at least two (2) weeks in advance of the requested beginning of the leave or extension. A copy of the approval or denial will be forwarded to the Union office.

D. Other than for paid medical leaves or leaves under the FMLA, the Employee is eligible to continue to receive any health, dental life and disability insurance that existed on the day prior to the date the leave commenced at his/her own cost under COBRA.

E. An Employee will be able to return to the same or similar job, without loss of benefits or seniority for which he/she was eligible on the day that the leave commenced, so long as he/she would be able to be in the same

or similar position had he/she not gone out on leave.

F. The Daycare has the right to request additional medical documentation at any time during paid or unpaid medical leaves to determine the Employee's continued eligibility for medical leave. If such documentation is not provided, the Daycare has the right to terminate the leave.

G. At no time may the Employee extend any leave by using accrued vacation days, holidays, personal days, sick time and family medical leave without the prior approval of the Executive Director.

Section 3: Maternity/Paternity Leave

Employees who have been employed by the Springfield Partners for Community Action, Inc. for at least three (3) consecutive months and who have successfully completed their Introductory Evaluation Period may be absent from work for up to eight (8) weeks for the purpose of childbirth or for adoption of a child.

Section 4: Family Medical Leave Act (FMLA)

All Employees who have worked for the Agency for a minimum of twelve (12) months and have worked at least 1250 hours over the past twelve (12) months are eligible for a maximum of three (3) months unpaid leave for: the birth of a child, adoption of a child, the care of the Employee's spouse, child or parent who has a serious health condition, or for the Employee's own serious health condition (as verified by a licensed physician and with a 30 day advanced notice whenever possible).

An Employee granted Family Medical leave is eligible for up to 12 weeks of continued health insurance coverage at the level that the Employee received prior to the commencement of the leave. This benefit is contingent upon the Employee returning to work at the completion of the leave (exclusive of statutory provisions affording the Employee otherwise) and that the Employee was covered by the agency's health insurance plan on the day prior to the date the leave commenced.

ARTICLE 19

DOMESTIC VIOLENCE LEAVE OF ABSENCE

In accordance with MGL ch.149 sec. 52E, the MA Domestic Violence Bill the Springfield partners has adopted a zero-tolerance policy for sexual assault, domestic violence, and stalking occurring within or outside the workplace. Effective immediately, it is the policy of Springfield Partners that all employees work in an environment free from all forms of sexual assault and domestic violence. Sexual assault and domestic violence undermine the integrity of the work place and the personal safety of the individual. (Please refer to the agency's policy for a complete list of required documentation and eligibility)

Springfield Partners recognizes that victims of domestic violence, sexual assault, and stalking may suffer from physical, mental, emotional, and sexual abuse. In an effort to afford victims of domestic violence, sexual assault and stalking the ability to protect themselves and their families, and to ensure the safety of all employees, Springfield Partners has established a policy which allows eligible Employees to take up to fifteen (15) days leave from work in any twelve (12) month period if the employee (or family member):

- Is not the perpetrator against such employee's family member; and
- The Employee is using the leave from work to :
 - See or obtain medical attention, counseling, victim services or legal assistance
 - Secure housing
 - Is a victim of abusive behavior
 - Obtain a protective order from a court
 - Appear in court or before a grand jury
 - Meet with a district attorney or other law enforcement official; or
 - Attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family
 -

Paid or Unpaid

- This leave will be unpaid; unless the Employee has unused vacation/personal time and subject to appropriate supporting documentation access to sick time will be offered.

Confidentiality

- Any documentation provided to Springfield Partners may be maintained in the employees record only for as long as required to make a determination as to whether the Employee is eligible for leave
- All information must be kept confidential and must not be disclosed, unless:
 - Requested or consented to, in writing, by the employee;
 - Ordered to be released by a court of competent jurisdiction;
 - Otherwise required by applicable federal or state law;
 - Required in the course of an investigation authorized by law enforcement; or
 - Necessary to protect the safety of the Employee or others employed at the workplace.

ARTICLE 20 JURY DUTY LEAVE

Section 1: When an Employee is called to jury service the Employee will be paid the difference between their base rate of pay and the amount reimbursed to them for serving jury duty for the first three (3) days of service. In addition, the Employee must:

A. Provide his/her appropriate Supervisor a copy of the summons upon receipt to serve on a jury.

B. Each week, the Employee shall furnish the appropriate documentation of jury duty served.

Section 2: Time spent on jury duty will not be counted as hours worked for the purpose of computing overtime pay. Employees are expected to return to work if their time on jury duty does not fully exhaust 50% of their normal work hours

ARTICLE 21 MILITARY DUTY

Section 1: Any Employee who enlists or is drafted into the Military Service of the United States shall be treated in accordance with all

applicable state and federal military leave laws.

Section 2: The Employer will comply with all applicable Veterans' reemployment statutes.

Section 3: An Employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. Employees on military leave may substitute their accrued paid leave time for unpaid leave. At the conclusion of the leave, upon the satisfaction of certain conditions* (e.g. Conditions include, but are not limited to: the position remaining in affect and the Employee's ability to meet the essential functions of the position), an Employee generally has a right to return to the same position she or he held prior to the leave or to a position with like seniority, status and pay that the Employee is qualified to perform. (See agency policy for procedure)

ARTICLE 22 INJURIES ON THE JOB

Section 1: An Employee is eligible to receive Workers' Compensation when the Employee has been physically injured on the job, as determined by Massachusetts General Laws, Chapter 152.

Section 2: Eligibility for Workers Compensation coverage begins with the date of hire and is not subject to time limitation by the Employer.

Section 3: Workers compensation coverage will begin on the sixth (6th) day, as defined under MGL Chapter 152, however, the Employer agrees to provide the Employee with payment during said waiting period (first five days) on all claims covered by this statute.

Section 4: If lost time coverage exceeds twenty-one (21) days, the Employee must reimburse the Employer the money paid by the insurer during the waiting period.

Section 5: Any Employee claiming an injury under MGL ch. 152 must immediately report the injury to Management. In addition, the Employee agrees to comply with any and all requested documentation in support of

her/his claim.

ARTICLE 23 CHILD ABUSE REPORTING PROCEDURE

Alleged cases of child abuse shall be reported and investigated in accordance with the procedures outlined in the Springfield Partners for Community Action Daycare Procedure for Reporting Suspected Child Abuse or Neglect.

Whenever appropriate and reasonable, Management will make an effort to afford an Employee a position within the agency, outside the care of children during this investigation. Should no position be available the Employee will be afforded the opportunity to use accrued personal/vacation time until the investigation is complete. If allegations of abuse are unsubstantiated by Management, the Employee will be returned to their position and reimbursed for any time used or lost wages.

ARTICLE 24 JOB DESCRIPTION

The Employer shall provide to each Employee covered by this Agreement, and to each newly hired Employee, a copy of their job description during their Introductory Evaluation Period. In addition, Employees will receive a copy of their job description during the evaluation process. Whenever the Employer determines it is necessary to change an existing job description or institute a new one, it shall provide notice and opportunity to meet with the Union to discuss the change(s).

ARTICLE 25 TIME SHEETS

Section 1: All Employees in the Bargaining Unit shall properly record their time on the electronic time sheets. Management agrees to list unused personal, vacation, and sick time on each Employee's pay stub. The Employer also agrees to post a 'time chart' for employees to determine unused vacation, personal and sick time accrual.

Section 2: Payrolls shall be prepared from the electronic time sheets.

ARTICLE 26
PAY PROCEDURES

Section 1: Pay Day - Pay shall cover all money owed for the preceding two weeks providing completed time sheets are submitted to supervisors in a timely manner.

Section 2: Failure to document hours worked during any given pay period may result in the Employee waiting until the following pay period to receive his/her pay.

Section 3: Pay day shall be on Thursday, except for circumstances beyond the control of the Employer.

ARTICLE 27
INSPECTION OF EMPLOYEE RECORDS

Section 1: Personnel files maintained by the Agency are subject to MGL Chapter 149, Section 52(c).

Section 2: The Employee will be notified whenever any information is added to the file.

Section 3: The Union shall have access to all bargaining unit personnel files as needed.

Section 4: Employees have the right to request corrections and/or deletions of material, attach a memo or letter of rebuttal to materials placed in their personnel files.

Section 5: A complete record of the Employee's personnel file will be kept in a secured area, located at the Central Administration.

Section 6: Each Daycare site will maintain a Daycare file on all daycare Employees in a secured location and in compliance with DEEC regulations.

ARTICLE 28 EVALUATION PROCEDURE

Employees will be evaluated at the completion of their Introductory Evaluation Period and annually thereafter. Evaluations will be used for an Employee's professional growth and may be used to support disciplinary action taken. All evaluations will include at least one classroom observation.

Upon request, an Employee shall receive a copy of his/her evaluation and be afforded the opportunity to respond in writing on their evaluation. Both the Employee's evaluation and written response will be placed in the Employee's personnel file.

ARTICLE 29 DISCIPLINE

The Employer shall discipline and terminate/discharge for just cause. Any employee records determined sealed will remain sealed for up to five (5) years, after which these records can only be used for litigation purposes. Any disciplinary action a year or more old will be sealed in the Employee's personnel file, so long as no other disciplinary action occurred in that year. Any disciplinary action that has been sealed during the five (5) year waiting period will only be used to support a pattern situation and/or used in support of litigation. All written disciplinary letters placed in a bargaining unit member's personnel file will also be copied and sent to the Union.

ARTICLE 30 RESIGNATION

The Employee shall be paid accrued vacation when an Employee resigns. Unless otherwise approved by Management, in order for an Employee to resign in good standing, he/she must provide the Employer with at least a two (2) week notice in writing. This gives the Employer an opportunity to secure replacement.

ARTICLE 31
NO STRIKES, NO LOCKOUTS

- A.** It is mutually agreed by the parties hereto that throughout the life of this Agreement there shall be no strikes, lockouts, picketing, boycotts, sympathy strikes or stoppage of work, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties. If no resolution is reached it shall be subject to the grievance and arbitration procedure. (Rights and contractual grievance and arbitration only; not interest arbitration).
- B.** Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under this Agreement.

ARTICLE 32
ORIENTATION

Section 1: The Employer agrees that each new Employee will participate in an organized orientation program prior to being assigned regular duties. This orientation program will normally include, but not be limited to, the following:

- A. Complete tour of building.
- B. Introduction to all key personnel and department heads.
- C. Familiarization with disaster and fire plan equipment.
- D. Review/Discuss Daycare policies and procedures; including but not limited to: Procedure for Reporting Suspected Child Abuse or Neglect, DSS reporting, OFC Regulations, & universal precautions.
- E. Review of Daycare Employee benefits & necessary hiring/orientation paperwork to complete.
- F. Review job duties, responsibilities and reporting responsibilities and provide the Employee with a copy of their job description.
- G. Complete all required EEC online training.

Section 2: The Union will be provided ten (10) minutes of paid time during orientation for union purposes. The time made available for the union to meet with a new hire will be subject to operational needs.

ARTICLE 33
GENERAL CONDITIONS

Section 1: Employees using their own vehicle to attend a scheduled training and/or seminar shall be compensated at the rate of forty cents (\$.40) per mile when such travel has been approved in advance by his/her supervisor. Should this rate change during the contract period, the Employer agrees to apply the same change rate to Employee's covered under this contract.

Section 2: Employees agree they will not maintain another job that interferes with their job or performance at the daycare.

Section 3: At the time of hire, Staff are required to:

- a) proof of a completed physical exam at time of hire and every two (2) years thereafter.
- b) proof of their MMR vaccination.
- c) submit to finger printing*; AND
- d) Comply with SORI

(* The Employer agrees to pay the costs of the finger printing up front. However, should the Employee fail to successfully complete her/his Introductory Evaluation Period or remain with the Employer up thru the Introductory Evaluation Period she/he agrees to allow the Employer to deduct the costs associated with the finger printing from her/his last paycheck.)

Section 4: Staff are required to provide proof of complete physical exam at the time of hire and every two years thereafter. The cost of the exam is to be paid by the Employee.

ARTICLE 34
FIRST AID KIT

The Employer shall provide an accessible first aid kit. This kit shall be fully supplied at all times.

ARTICLE 35 SAFETY

It is the Employer's intent to provide a safe and proper work environment for all Employees. Employees must comply with DEEC regulations in caring for the safety of the children at all times.

ARTICLE 36 DISCRIMINATION

The Employer agrees that it will not discriminate against any applicant or Employee, either in hiring, promoting or assigning to positions, or in regard to any other term or condition of employment, because of age, sexual orientation, race, color, national origin, religious or political belief, sex, marital status, physical handicap or activity on behalf of the Union.

ARTICLE 37 ANTI-HARASSMENT

The Employer recognizes that all Employees have the right to work in an environment free from all forms of discrimination and harassment, including, but not limited to, harassment based on sex, sexual orientation, race, religion, national origin, disability or age.

Harassment, bullying and discrimination create an intimidating, hostile and offensive work environment that will not be tolerated. Such behavior may result in disciplinary action up to and including termination.

Definition of Sexual Harassment Sexual harassment is a form of misconduct that undermines the integrity of the Employee relationship. Sexual harassment is defined as unwelcome advances (either verbal or physical), requests for favors and other verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is either an explicit or implicit term or condition of employment; or
2. Submission to or rejection of the conduct is used as a basis for making employment decisions; or
3. The conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include but are not limited to repeated sexual flirtation, advances, propositions, abusive behavior of a sexual nature, comments about an individual's body, use of sexual words to describe an individual and the display in the workplace of sexually suggestive objects or pictures.

Complaint Procedures: Each Employee must keep the workplace free of personal harassment. If an Employee is being harassed, (s)he should tell the harasser to stop and that his/her advances, comments or gestures are unwelcome and offensive. If the conduct does not stop, the Employee should:

1. Report the complaint to the supervisor. If the supervisor is involved or the Employee is uncomfortable discussing the complaint with the supervisor for any reason, the Employee may bypass the supervisor and report the incident to the Affirmative Action Officer, or the Human Resource contact person to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.
2. The incident will be promptly and thoroughly investigated by Management.
3. Upon completion of the investigation, a determination will be made by Management regarding resolution of the case. The Employee will be informed as to the results of the investigation.
4. If the investigation substantiates the complaint, the Employer will take action to correct the situation, including, where appropriate, disciplinary action up to and including termination.

Confidentiality: Management will endeavor to maintain confidentiality whenever possible during the reporting and investigations of sexual or other harassment complaints. In order to conduct a thorough investigation, however, disclosures of information may be necessary.

Non-retaliation: The Employer prohibits retaliation against Employees who bring sexual or other harassment complaints or who assist in the investigation of such complaints. Experiencing adverse conditions/terms of employment, discrimination or discharge as a result of bringing a complaint to the attention of Management or assisting in an investigation will not be condoned. All Employees are encouraged to assist the

Employer in maintaining an environment that is free of harassment.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies.

Each of the agencies has a short time period for filing a claim (EEOC and MCAD are currently 300 days each).

EEOC:

The United States Equal Employment Opportunity Commission
One Congress Street, 10th Floor
Boston, MA 02114
617-565-3200

MCAD: The Massachusetts Commission Against Discrimination

Boston Office:

One Ashburton Place,
Room 601
Boston, MA 02108
617-727-3990

Springfield Office:

436 Dwight Street,
Room 220
Springfield, MA 01103
413-739-2145

**ARTICLE 38
NO INDIVIDUAL AGREEMENT**

Section 1: The Employer agrees that it will not enter into any individual agreement with any Employee covered by this Agreement which is contrary to the terms of this Agreement.

Section 2: This Agreement may not be waived or modified in any way except by written agreement of the Employer and the Union.

**ARTICLE 39
SEPARABILITY**

Section 1: Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or an unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this

Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be constructed to replace or abridge the right of either party to appeal court of administrative decrees or decisions.

Section 2: In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into Collective Bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory agreement for such part or portion deemed illegal.

ARTICLE 40 STAFFING/SUPPLIES

Section 1: The Employer agrees to strive to meet classroom staffing and supply requirements as prescribed by DEEC.

Section 2: Teachers agree to provide the program director with a monthly inventory (form to be provided by Management) and Management agrees to replenish those supplies as needed.

Section 3: Management agrees to schedule a two (2) hour a month mandatory staff meeting with pay to review and discuss program issues.

ARTICLE 41 SUBSTITUTES/TEMPORARY EMPLOYEES

A substitute list will be maintained by the Employer which will include the substitute's name, telephone number and certification(s) received.

Management will strive to fill vacancies as they occur. It is not the intent by Management to continue to use temporary and/or substitute Employees in order to avoid Union membership's growth.

ARTICLE 42 HOLIDAYS

Section 1: The following paid holidays shall be granted to all Bargaining Unit Employees:

New Year's Day
President's Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

Martin Luther King Day
Patriot's Day
Independence Day
Columbus Day
Day after Thanksgiving

Section 2: Holiday pay shall equal the Employee's straight time hourly rate times the number of hours in the Employee's regularly scheduled workday.

Section 3: Employees on unpaid leave or on layoff are not eligible for holiday pay as outlined in this Article.

Section 4: When Employees are scheduled to work on any paid holiday they shall receive their regular straight time pay, plus the holiday pay.

Section 5: When any of the above listed holidays falls on a Saturday or Sunday, the following Monday or preceding Friday, respectively, shall be a holiday which will be designated at the discretion of the Executive Director or his/her designee.

Section 6: In order for an Employee to receive holiday pay, the Employee must work the day before and the day after the holiday. Exempt from the requirement to work the day before and the day after the holiday are those Employees on a scheduled vacation day before and the day after the holiday or on a personal day approved two weeks or more in advance, unless a shorter period of notice is approved by Management. Any decision to approve or deny vacation or personal days is at the sole discretion of Management and is not subject to the arbitration process. Requests will not be denied in an arbitrary or capricious manner.

In addition, any staff out on a sick day the day before, or the day after a holiday, will require a doctor's note to be paid for the holiday. Failure to provide a doctor's note when time cards are submitted will forfeit the Employee's right to holiday pay.

Section 7: Probationary Employees are eligible to receive holiday pay if they comply with the requirements as outlined in this Article.

ARTICLE 43 PERSONAL DAYS

Section 1: Employees are eligible for three (3) personal days per year after being employed by the Daycare for four (4) months.

Section 2: Other than in an emergency situation, Employees must place their request to use their personal days at least forty-eight (48) hours prior to the time needed. This request must be placed in writing on an agency request for leave form. This notice requirement may be waived at the sole discretion of the Executive Director. Requests will not be denied in an arbitrary, capricious or discriminatory manner.

Section 3: Employees must use their personal days within the calendar year earned or forfeit same.

Section 4: In the event two or more Employees request the same time off on the same day, seniority will be the determining factor. Employees requesting personal day(s), two (2) weeks or more in advance, will be handled on a first-come, first-serve basis and not by seniority.

ARTICLE 44 TRAINING

All staff are required by DEEC to attend and successfully complete twenty (20) hours a year of professional development training. The Employer agrees to provide this training at their expense so long as the Employee attends the training on the scheduled dates provided by the Employer. Any Employees failing to attend and/or complete the twenty (20) hours of training must complete their professional development hours on their own time and at their own expense.

Starting July 1, 2007, all Teachers and Lead Teachers are required to take one (1) course per year until they attain their Bachelor's Degree.

ARTICLE 45
EDUCATION/PROFESSIONAL DEVELOPMENT

Section 1: In an effort to support academic, professional and vocational development, Management agrees to make available a \$3,000 fund during each year of the contract for educational, vocational development, CPR and first aid training. This fund may not be used to refund money for supplies, or made available to staff seeking reimbursement for courses to meet the DEEC twenty (20) hours a year professional development requirement. Reimbursements will not be made without proper documentation.

Section 2: The parties agree to make these funds available on a rotating seniority basis. If an employee accessing these funds either fails or withdraws from their course, the Employee agrees to reimburse the Employer of these funds. In addition, if an Employee receives an Incomplete in their course, the Employee agrees to provide Management in writing of their intention to finish this course in order to avoid having to reimburse the Employer. Any staff accessing these funds agrees to remain with the Employer for three (3) months or more after the completion of her/his course. Should the Employee fail to meet this condition, the Employee agrees to reimburse the Employer the entire amount up to and including deducting said funds from the Employee's last pay.

ARTICLE 46
RETIREMENT PLAN

Section 1: The Employer will continue to provide the tax sheltered Annuity Retirement Plan in effect at the signing of this Agreement.

Section 2: Employees who are normally scheduled to work twenty (20) hours per week or more (Exclusive of relief, substitutes and casual staff) are eligible to enroll in the Employer's retirement plan.

Section 3: For every one percent (1%) an Employee contributes into the plan, the Employer will contribute one percent (1%) up to a maximum of eight (8%).

Section 4: Employees shall become eligible for this benefit upon completion of four (4) months of employment.

ARTICLE 47
LIFE AND DISABILITY INSURANCE

Section 1 Short Term Disability

- A.** The Employer will provide Short Term life insurance coverage at no cost to the Employees who work at least thirty (30) hours per week and who have been employed by the Daycare for four (4) months.
- B.** The Employee is required to sign up for these benefits in order to be eligible for same.
- C.** The policy will cover 2/3 of the Employee's gross weekly pay for up to twenty-six (26) weeks. The benefits available under this plan are subject to the following waiting periods:
 - a. Accident: no waiting period
 - b. Sickness: seven (7) day waiting period
- D.** Not unlike any leave of absence, Employee's on short term disability will be responsible for maintaining their health insurance coverage during their leave. The Employee's cost will depend on the plan the Employee is on and whether the Employee is under FMLA or COBRA coverage.

Failure to make payments timely could result in the Employee's loss of health insurance coverage and the costs associated with reimbursement to the Employer for any payments made on behalf of this Employee.

Section 2 Life Insurance

- A.** The Employer will provide Life Insurance coverage at no cost to the Employees who work at least thirty (30) hours per week and who have been employed by the Daycare for four (4) months.
- B.** The Employee is required to sign up for these benefits in order to be eligible for same.
- C.** The benefit presently available under this plan is one year of salary up to a maximum of \$50,000.00. Since the benefits amount of this plan may change during a contract year, a copy of the plan is available at

the Human Resources office for review. Notice of any changes in the amount of benefits afforded under this plan will be provided to the UAW.

D. It is the Employee's responsibility to sign up for this benefit. Failure of the Employee to sign up for this benefit may affect his/her ability to access same. The Employee and the UAW agree to indemnify and hold the Employer harmless from any action and/or claim alleged by the Employee and his/her successor and assigns for failing to sign up for this benefit.

Section 3 Accidental Death and Dismemberment

A. The Employer will provide AD&D coverage at no cost to the Employees who work at least thirty (30) hours per week and who have been employed by the Daycare for four (4) months.

B. The Employee is required to sign up for these benefits in order to be eligible for same.

C. The benefits presently available under this plan is one year of salary up to a maximum of \$50,000.00 Since the benefits amount of this plan may change during a contract year, a copy of the plan is available at the Human Resources office for review. Notice of any changes in the amount of benefits afforded under this plan will be provided to the UAW.

D. It is the Employee's responsibility to sign up for this benefit. Failure of the Employee to sign up for this benefit may affect his/her ability to access same. The Employee and the UAW agree to indemnify and hold the Employer harmless from any action and/or claim alleged by the Employee and his/her successor and assigns for failing to sign up for this benefit.

At Management's sole discretion, payments for any Employee paid benefits may be negotiated. Denial by Management to negotiate a payment plan will not be done in an arbitrary manner and Management's decision will not be subject to the grievance/arbitration procedure.

ARTICLE 48 LABOR/MANAGEMENT

The parties agree to form a Labor/Management committee during the term of this Agreement to enable the parties an opportunity to discuss issues and concerns relative to the Daycare program.

A committee made up of one (1) representative designated by the Union, for every six (6) Employees including at least one (1) person from each site along with the agency and Daycare Management. Parties agree to meet on a monthly basis to discuss issues of concern.

ARTICLE 49 CHILDCARE

Qualified Employees are eligible for their children and/or dependents to participate in the Daycare program. Management reserves sole discretion to remove an Employee's child and/or dependent from the program should Management determine this arrangement is adversely impacting the program.

All qualified employees eligible for childcare must sign-up with payroll to have any costs associated with childcare deducted from their payroll prior to his or her dependent's participation in the daycare program.

ARTICLE 50 WAGES

Section 1 Starting Rates:**

- Teacher Aide: \$10.00 per hour
- Kitchen Coordinator: \$10.00 per hour
- Teacher: \$10.50 per hour
- Lead Teacher (cert only): \$11.00per hour
- Lead Teacher: \$11.50*per hour
- Lead Teacher/ Assoc. Degree: \$12.00 per hour
- Lead Teacher/ Bachelor Degree: \$13.00 per hour

*Any Employee hired into a Lead Teacher position must provide at a minimum proof of an Associates and/or Bachelors Degree or proof she/he is actively participating in a program that will result in an

Associates and/or bachelor degree by no later than January 2016.

**Effective 1/1/15: All staff actively working for the daycare on the date the contract is ratified by both parties will receive the above referenced Starting rates or up to a 4% increase to their present salary, whichever is greater.

Effective January 1, 2016 a 3% increase for all staff who have successfully completed their Introductory Evaluation Period and who are actively working for the daycare will receive this increase. Any staff still in their Introductory Evaluation Period as of January 1, 2016 will receive the 3% increase on the date their Introductory Evaluation Period ends so long as they successfully complete their Introductory Evaluation period and remain in the employ of the daycare.

Management reserves the right to determine the starting rate of a Teacher or lead Teacher based on experience, education and certification.

At the sole discretion of Management; any teacher requested by Management to assume the duties and responsibilities of a Lead Teacher due to an "extended" leave of absence, will be paid a \$0.50 differential. Management's decision to pay a differential is not subject to the grievance/arbitration procedure.

ARTICLE 51 STAFF BREAK ROOM

Subject to space availability, the Employer agrees to set aside a break room for Employees.

ARTICLE 52 RESOURCE ROOM

Subject to space availability, the Employer agrees to strive to create a resource room accessible to all staff. These resources will be made available to aid staff in their classroom and program development.

ARTICLE 53 CENTER CLOSINGS

On days of inclement weather or dangerous conditions, the daycare may be closed at the discretion of the Executive Director and all Employees who arrived at work that day will be paid at the full rate for the day.

Should the Executive Director close the daycare (prior to said opening) due to inclement weather, all Employees scheduled to work that day will be paid for the full day.

If any Employee reasonably believes that it would be directly hazardous to their health to report to work due to snow or ice on the roads, said Employee may use vacation or personal time. Advance notice, and approval, is required.

At the discretion of the Executive Director, the Center may be closed due to equipment malfunction(s). Should the Executive Director close the Center due to an equipment malfunction, all Employees scheduled to work will be paid for the time lost.

Should the Executive Director close the daycare for more than one day due to inclement weather, dangerous conditions, or equipment malfunctions any employee scheduled to work on the affected day(s) may access their vacation or personal time to receive pay for those days NOT reimbursed by EEC.

ARTICLE 54 IN-SERVICE TRAINING

The Agency will provide in-service training at the cost of the Employer for all daycare staff. In-service training will take place three (3) times a year, normally on the last Friday of a month and after the children have been dismissed.

ARTICLE 55 VISITATION

All visitors (including the UAW), must sign in at the front desk prior to entering the Daycare. No staff may release a child to an individual not authorized to pick-up the child nor signed in. Management agrees to

update this list as changes occur.

Staff are not to invite individuals to the daycare without first getting permission in writing from the Program Director.

All visitors to the center should be dealt with in a polite and professional manner.

ARTICLE 56 PERSONAL CALLS

Other than in an emergency situation or with the permission of the Program Director (or his/her designee), staff are not to make or receive personal calls unless on break. Employees failing to comply with this policy may be subject to disciplinary action up to and including termination.

ARTICLE 57 DENTAL INSURANCE

All staff interested in dental insurance may individually enroll with the insurance company. Cost to be solely borne by the Employee.

ARTICLE 58 DRUG FREE WORKPLACE AND EAP

To help provide a safe and drug-free work environment for the Daycare and our Employees, the Agency prohibits:

- A. The use, possession, solicitation for, or sale of narcotics, or other illegal drugs, alcohol, or prescription medication without a prescription on Agency premises or while performing an assignment on Agency time.
- B. Being impaired or under the influence of legal or illegal drugs or alcohol away from the Agency or customer premises, if such impairment or influence adversely affects the Employee's work performance, the safety of the Employee or of others, or puts at risk the Agency's reputation.

- C. Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Agency or customer premises, if such impairment or influence adversely affects the Employee's work performance, the safety of the Employee or of others, or puts at risk the Agency's reputation.
- D. The presence of any detectable amount of prohibited substances in the Employee's system while at work, while on the premises of the Agency or its customers, or while on Agency business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the Employee.

The Agency will conduct drug testing under one or another of the following circumstances:

- A. **UNFIT TESTING:** The Agency may ask an Employee to submit to a drug test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances; evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- B. **POST-INCIDENT TESTING:** Any Employee involved in an on-the-job incident, accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the incident, accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job incident, accident or injury" means not only the one who was injured, but also any employee who potentially contributed to the incident, accident or injury event in any way.

If any employee is tested for drugs or alcohol outside the employment context and the results indicate a violation of this policy, the employee may be subject to appropriate disciplinary action, up to and including discharge from employment. In such case, the employee will be given an opportunity to explain the circumstances prior to any employment action becoming effective.

- C. **EMPLOYEE ASSISTANCE PROGRAM:** The agency is committed to providing all staff access to EAP. Information with regards to this program will be provided to staff.

**ARTICLE 59
DRESS CODE**

Section 1: All staff are required to report to work both hygienically and dressed in an appropriate and professional manner for a daycare setting. Staff are required to wear appropriate shirts, slacks, skirts and dresses. Shorts (out of season), tank-tops, cut-offs, t-shirts that are offensive or inappropriate for the work setting, flip flops, open toed shoes, and inappropriate casual attire are not acceptable.

Section 2: Inappropriate, unsafe and excessive jewelry is not allowed.

Section 3: Management retains the sole discretion to determine whether or not staff is dressed appropriately and in a professional manner. Failure to comply with this standard may lead to disciplinary action up to and including termination.

**ARTICLE 60
UNION MEETINGS**

Management will provide notification to the Union in advance of staff meetings. Management agrees to provide the UAW time at the end of a staff meeting for meeting with the membership whenever possible. Prior to the UAW coming on site, they must first secure the Daycare Director's permission to meet with the membership on that date. Management agrees to not arbitrarily deny access to the UAW coming on site to meet with staff.

**ARTICLE 61
DURATION**

This Agreement shall take effect February 26, 2015 and shall continue in force and effect until midnight February 25, 2017.

UAW Local 2322
Nancy Fish
Rosa Echevarria
Shamara Price

Springfield Partners for Community Action
Paul F. Bailey

[signatures on file]