

AGREEMENT

between

SPRINGFIELD DAY NURSERY CORPORATION

(Square One)

and

UAW LOCAL 2322

**(International Union, United Automobile, Aerospace and
Agricultural Implement Workers of America, AFL-CIO)**



July 1, 2016 – June 30, 2019

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 is an Agreement by and between Springfield Day Nursery Inc., d/b/a Square One (hereinafter called “Square One” or the “Agency”) and Local No. 2322, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter called the “Union.”

ARTICLE 1. MANAGEMENT’S RIGHTS

1.1 The Union recognizes that Square One shall retain all of its rights and responsibilities to operate and manage the business and affairs of the Agency, except as may be explicitly modified by this Agreement. Without limiting the generality of the foregoing, Square One shall retain the rights to manage the Agency, the right to control the use of its facilities and services, the right to require reasonable standards of performance and the maintenance of discipline, order and efficiency, the determination of Agency policies and procedures, the direction of the Employees and the assignment of work, the right to hire and to transfer Employees, the right to discharge, suspend, demote, warn or otherwise discipline Employees for just cause, the right to reduce its working force for lack of work or for other reasons related to the operation of the Agency and to recall Employees in accordance with this Agreement, and the right to promulgate and enforce all reasonable rules relating to operations, safety procedures and other related matters. No such management rights or authority shall be deemed waived or modified unless the waiver or modification is in writing and signed by Square One and the Union.

1.2 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, and they shall not be exercised arbitrarily, capriciously, or in bad faith.

ARTICLE 2. AGENCY SERVICE FEE

2.1 Each Bargaining Unit employee shall, on or before the thirty-first (31st) day following the effective date of this Agreement or the date of execution of this Agreement or the beginning of his/her employment,

whichever is the latest, become a Union member or pay an Agency Service Fee in such amount as the Union may certify to Square One, and shall thereafter continue to pay such fee as a condition of continued Employment.

2.2 Any Employee whose dues/fees are not current, i.e., have not been received in the Union's local office by the end of the first full week of the subsequent month, for the previous month, upon written notice to Square One and the Employee by the Union, shall have ten (10) business days to pay arrears or be terminated immediately.

2.3 The Union agrees to indemnify, defend and save Square One harmless from and against any and all costs, claims, demands, suits or other forms of liability that may arise out of, or by reason, of any action by Square One for the purpose of complying with this Article.

ARTICLE 3. DUES DEDUCTIONS

3.1 Square One agrees that it will deduct per pay period the Union Initiation Fee, Dues or Agency Service Fee from the wages earned of those Employees working in a capacity that is covered by this Agreement who voluntarily authorize Square One to make such deductions on a proper authorization card. Such authorization may be revoked by an Employee in accordance with the terms of the authorization card. The amount so deducted will be remitted monthly to the designated Union Official, together with the names of the Employees from whose wages such deductions have been made. Square One shall not make deductions and shall not be responsible for remittance to the Union of any such amounts for any pay periods during which the Employee has no earnings. The amounts of the Initiation Fee, Dues and Agency Service Fee shall be certified to Square One, from time to time, in writing by the Union.

3.2 Square One shall have no obligation, financial or otherwise, arising out of the provisions of this Article. Once the funds are remitted to the Union, the disposition of the funds thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Union hereby agrees that it will indemnify and hold Square One harmless from and against any and all costs, claims, actions or proceedings arising from deductions made by Square One hereunder.

3.3 Voluntary Community Action Program (V-CAP)

An employee may voluntarily consent in writing to the authorization of deductions to the UAW V-Cap fund. The Employer agrees to deduct from the pay of each employee voluntary contributions to UAW V-Cap, provided that each such employee executes or has executed an "Authorization for Assignment and Check off of Contributions to UAW V-Cap" form. The employee will not have such deductions taken out upon: a) receipt of a written revocation signed by the employee; (b) when the employee is on an unpaid leave of absence; or (c) the employee has terminated employment or left the bargaining unit. The Employer agrees to remit such deductions no later than the end of the next calendar month to UAW V-Cap (Federal EIN 38-0679801), A list of all employees and the corresponding deductions shall be forwarded along with the deductions.

3.4 Dues Reports

Square One shall send monthly dues reports to the Union office containing the following: information for accountability and reporting purposes:

- Payroll period
- Employee name
- Hours worked
- Rate of Pay
- Wages subject to dues/agency fee
- Initiation fee paid
- Dues submitted
- Notes (for any under/over payment, for members with no payment that week can be hand written as we understand this information may not be readily accessible in all programs)

ARTICLE 4. CONTINUITY OF OPERATIONS

4.1 The Union agrees that there shall be no strikes, sympathy strikes, walkouts, work stoppages, sit-downs, slowdowns, picketing, banners or advertisements or any other direct or indirect interference with the activities or operations of Square One during the term of this Agreement. No Union officer or representative shall authorize, encourage, or assist in any such action at any premises of Square One, nor participate in, counsel or induce any such action.

4.2 Square One agrees not to conduct a lockout during the term of this Agreement.

ARTICLE 5. LEGAL CONFLICTS

Should any Federal or State law, regulation, municipal ordinance, or any court, administrative or funding source order or ruling conflict with any provision of this Agreement, the provision so affected will be amended or deleted to the extent necessary to conform to the said law, ordinance, order or ruling but in all other respects, this Agreement shall continue in full force and effect.

ARTICLE 6. RECOGNITION

6.1 Square One recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining on wages, hours, working conditions, and other conditions of employment for all regular full-time and regular, part-time Lead Teachers, Kindergarten Teachers, Teachers, PEG Teachers, PEG Lead Teachers, FCC Outreach Workers, FCC Educational Coordinators, Aides, Bus Monitors, Parent Workers, Cooks, Cook's Assistants, School-Age Site Coordinators, School-Age Group Leaders, School-Age Assistant Group Leaders, Van Drivers, Float Employees and Custodial and Maintenance Employees, employed by Square One and excluding all limited part-time, temporary, substitute, casual and student Employees, all executive, managerial, supervisory and confidential Employees and all other Employees. Such Employees covered by this Agreement are sometimes referred to herein as "Employee" or "Employees."

6.2 Definitions

Regular Full-time and Regular Part-time Employees:

Regular full-time Employees are those persons who are employed and regularly scheduled to work for a minimum of thirty (30) hours per week. Regular part-time Employees are those persons who are employed and regularly scheduled to work for a minimum of ten (10) hours or more, but less than thirty (30) hours per week. "Regular part-time Employees" also includes those persons who are employed in the SACC program who are regularly scheduled to work for a minimum of seven and one-half (7.5) hours or more, but less than thirty (30) hours per week. Float employees will be employed on a Full-time or Part-time

basis and will serve as the source of staffing for temporary vacancies resulting from leaves of absences, vacation, sick or personal days or when regularly scheduled staff are for any reason not at work, while vacancies while are being filled or for other reasons. Float Employees have no guarantee of a specific location, classroom assignment or set schedule. Qualified Float Employees shall have preference in hiring for vacancies when there are no other qualified full or part time employees bidding for the job. Non-qualified Float Teachers agree to become certified through either an external source or through internal training offered by Square One within six months of hire. Failure to become certified within six months may result in loss of availability of hours. The Agency is committed to hiring a sufficient number of float employees to fill reasonably anticipated needs.

Limited Part-time, Temporary, Substitute, Casual, or Student Employees: Square One may employ Limited Part-time, Temporary, Substitute, Casual or Student Employees, under the following limited circumstances. The term “Limited Part-time Employee” shall be defined as an Employee regularly scheduled to work less than ten (10) hours per week, and SACC employees regularly scheduled to work less than 7.5 hours per week. The term “Temporary Employee” shall be defined as an Employee hired to 1) fill a specific vacancy for less than 90 days while the Agency is actively engaged in filling such position in accordance with the terms of this agreement: or 2) to replace an Employee who is on vacation, on a leave of absence or for any other reason not at work, but only when float employees are not available to cover such assignments. The preceding sentence does not constitute an alternative to filling a vacant position or hiring a Float employee to cover the absence. Temporary Employees may also be hired for a special job assignment lasting no more than 120 calendar days. All such special job assignments shall first be posted at each worksite and preference given to current qualified bargaining unit employees who apply for such assignments.

A temporary employee who is filling the position of a regular employee who is on a leave of absence shall be removed from that position upon the regular employee's return from leave.

Preference in filling positions shall be given first to qualified full-time and part-time employees and then to qualified float employees before a temporary employee is hired. In the event that a temporary employee is

hired into the bargaining unit position, the employee's probationary period shall be not more than one (1) months from the date he/she was hired as a regular employee, or 60 business days from their date of hire as a temporary employee, whichever is later.

Substitute Employees" are defined as Employees hired on a day-to-day basis. "Student Employees" are defined as students placed at Square One in conjunction with a student placement program. Such Limited Part-time, Temporary, Substitute, Student Employees shall not be covered by this Agreement.

6.3 New Employees

At the time of hire, Square One will advise all new Employees covered by this Agreement that the Union is his/her collective bargaining representative. Square One will notify the Union monthly of the name, address, classification, wage rate and hiring date of each new Employee and the name of each Employee who has terminated. At the time of hire, Square One will provide each new Employee covered by this Agreement with a Union Fact Sheet, furnished by the Union. The Union is responsible for ensuring the accuracy of the information provided.

6.4 Employee List. Square One will provide to the Union on a monthly basis a complete list of the employees in the bargaining unit. This monthly report shall contain the following information:

- Names of employees eligible for union membership
- Mailing Address
- Phone Number
- Work site
- Date of Hire to Agency
- Date of Hire to Bargaining Unit
- Job title
- Status (on LOA, FMLA, Workers Comp etc)

6.5 Health and Safety

Square One is committed to providing safe working conditions for its Employees and shall maintain appropriate safety standards and conditions to ensure their safety. The Employee shall bring any potentially dangerous conditions including extreme child behavior, as defined in the attached, EEC approved, Child Guidance Administrative Procedures, to the attention of the Program Director for

appropriate resolution in accordance with the Health and Safety Policy and Procedure. A Health & Safety committee of Bargaining Unit and non-bargaining unit employees & Square One management meets quarterly. Time spent in committee will be considered paid time.

ARTICLE 7. UNION BUSINESS

7.1 Union Bulletin Boards

Square One will make space available to the Union at each location to install a bulletin board. The use of such boards shall be restricted to the posting of notices of meetings, social events and official business of the Union. Square One retains the right to remove any material not related to the above information. Bulletin boards at all Square One sites will be placed in locations mutually agreed upon by Square One and the Union and shall be no larger than 1 ½ feet by 2 feet. Duplication of materials to be placed on bulletin boards is the responsibility of the Union. The Union shall be responsible for any damage caused by the installation, maintenance or removal of the bulletin boards.

7.2 Union Stewards

Square One agrees to recognize one Head Steward for the Agency, and one steward and one alternate for each Center with less than twenty-five (25) Employees, duly appointed by, and acting as agents for the Union. Square One will recognize up to two (2) Stewards and two (2) alternates for each Center with twenty-five (25) or more Employees. The Union shall provide Square One with a written list of such stewards and his/her replacements. The stewards or Union representative shall be entitled to hold one (1) exclusive informational meeting not to exceed thirty (30) minutes with each newly hired Employee in a designated meeting room provided by Square One during regular work hours, Union Stewards and alternates will be entitled to take up to one paid day off per year to attend Union trainings or meetings.

7.3 Labor-Management Committee

a. In order to provide a means for continuing communications between the parties, and for promoting a climate of constructive labor-management relations, there will be a Labor-Management Committee which shall consist of a representative and alternate from each program/site to be chosen by the bargaining unit, along with representatives designated by Management. Meetings shall be held

quarterly as scheduled by the parties. Additional meetings may be requested by either party providing adequate coverage is available. Square One will advise the Program Directors of the date of each Committee meeting.

b. Either party may suggest agenda items, which may include topics related to the general application of this Agreement and other matters of concern. The parties will not unreasonably deny requests for meetings by either side.

c. Square One will be informed as to the membership of the Committee and will be immediately informed regarding any changes in that membership.

d. Meetings shall take place during the regular workday and members shall receive release time, up to three (3) hours per meeting, as necessary. Square One will advise the Program Directors of the date of each Committee meeting. Only one (1) representative of each Program site may attend any meeting. Each Committee member shall notify his/her Program Director of his/her attendance at a meeting at least two (2) business days in advance. Business days are defined as days when Square One's administrative offices are open for the operation of business.

e. For any meetings that do not involve discussions with Management, Management is not required to pay or provide release time to Employees. In order to maintain required coverage, Employees may, upon mutual agreement with the affected co-worker, exchange their work schedules in order to attend meetings scheduled after 3:30 p.m. Notice of such change will be provided to the immediate supervisor as soon as possible in all such circumstances.

7.4 Board Attendance

Staff from each program/site may attend regular Board meetings provided that adequate coverage is available for the children. Each Program Director is encouraged to bring a staff member, as determined by the bargaining unit. Board minutes will be made available.

7.5 Visitation

The Union representatives will have reasonable access to Square One's premises during normal business hours with advanced notification of

such visits to the Program Director of each site to be visited, and/or supervisor for the purpose of conferring with Bargaining Unit members. The Union must give 4 hrs. notice for meetings that would require staff coverage. Advance notice is required for visits of shorter duration such as dropping of paperwork. Such visits shall not interfere with the operations of Square One.

A Program Director or other representative of the Agency shall be present during such visits by a Union representative. The Union representative shall be a guest of the Agency and is subject to the same requirements as other guests.

ARTICLE 8. NON-DISCRIMINATION

Square One and the Union agree to abide by all State and Federal laws and regulations relating to equal employment opportunities and practices and shall not discriminate for or against any Employee covered by this Agreement on the basis of age, disability, sexual orientation, race, color, creed, religious belief or political affiliation, parental or marital status, gender, genetic information, gender identity, or Union membership or the lack thereof. Should an employee file a matter with an appropriate federal, state or local authority charging discrimination, the employee agrees not to simultaneously utilize the grievance procedure provided by this Agreement to seek to remedy the alleged discrimination.

ARTICLE 9. PROBATION PERIOD

The Probationary Period for any new collective bargaining unit employee shall be sixty (60) business days. The Probation Period can be extended by Square One in blocks of thirty (30) business days, not to exceed a total of one hundred twenty (120) business days. Square One shall inform the Union, in writing, when such action is taken. Such action will be taken only in an effort to bring a potential Employee's performance to acceptable standards. During this period, no lay-off, suspension, change of assignment, discipline or discharge with respect to such Employee shall constitute a violation of this Agreement or cause for or subject to the grievance and arbitration provisions of this Agreement. An Employee who is terminated during the Probation Period shall receive notification of termination in writing.

After successful completion of the Probationary Period, an Employee's seniority will be computed from the date the Employee became part of the bargaining unit. The Employee may then access accrued vacation time.

ARTICLE 10. SENIORITY

10.1 Definitions: An Employee's seniority shall be equal to the Employee's length of continuous employment as a bargaining unit employee at Square One.

10.2 Seniority shall accrue during any leaves of absence or layoffs of up to one year, provided the Employee has worked for at least one (1) year.

10.3 An Employee shall lose his/her seniority if he/she:

- a.** Terminates voluntarily;
- b.** Is discharged by Square One;
- c.** Fails to return to work upon recall as provided in Article 13, Recall;
- d.** Is on layoff for a period of one (1) year.
- e.** Accepts a permanent, non-bargaining unit position in the Agency for more than 60 business days

ARTICLE 11. LAYOFFS

11.1 Prior to any layoffs, Square One shall notify the Union that such a possibility exists and which classifications would be affected. In the event that Square One decides that it is necessary to reduce the Square One working force, Square One will notify the Union immediately of any decision to lay off bargaining unit Employees and discuss any issues relative to that decision, provided that such obligation does not in any way limit Square One's right to take such actions regarding a reduction in Square One's working force which are necessary and appropriate, or to take such action in a timely fashion.

11.2 In the event that a layoff does take place, Square One shall offer voluntary layoff. The most Senior Employees desiring layoff in the affected classification(s) shall have the right to a voluntary layoff. An Employee's decision to accept a voluntary layoff must be given to the

President/CEO or designee within ten (10) business days from the date of the written notice. The ten (10) business day period will run concurrently with the notice period in Article 12, below.

11.3 If voluntary layoffs do not suffice, Employees in the affected classification(s) shall be laid off according to seniority (that is, last-in, first-out):

11.4 a. For the purposes of this Article 11.4, Job Classifications will be placed in the following groups:

- | | |
|--|--|
| <p>(i) Kindergarten Teacher
Lead Teacher
Teacher
School-Age Site Coordinator
Aide
School-Age Group Leader
School-Age Assistant Group Leader</p> <p>(ii) Cook and Assistant Cook</p> <p>(iii) Van Driver</p> <p>(iv) Float employees</p> <p>(v) all other Employees</p> | <p>(ia) PEG Lead Teacher
PEG Teacher</p> |
|--|--|

b. An Employee who is laid off shall have the right to displace (i) the least senior Employee in his/her classification, if the Employee is qualified for the position and is more senior than such least senior Employee, or (ii) the least senior Employee in any lower classification in the grouping of classifications in 11.4.a, above, if the Employee is qualified for the position and is more senior than such least senior Employee. If two (2) or more Employees are laid off in the same classification and have displacing rights, the displacing rights will be exercised in order of seniority.

PEG Lead Teachers who are subject to layoff may displace the least senior Lead Teacher in classification (i) if: no comparable PEG Lead Teacher position is available, the PEG Teacher is qualified for the position, and the laid off PEG Teacher is more senior than such least senior employee.

PEG Teachers who are subject to layoff may displace the least senior Teacher in classification (i) if: no comparable PEG Teacher

position is available, the PEG Teacher is qualified for the position, and the laid off PEG Teacher is more senior than such least senior employee.

11.5 For all other bargaining unit positions (see 11.4.a (iv), above), an Employee who will be laid off shall have the right to displace the least senior Employee in the same grouping of classifications in 11.4.a, above.

11.6 In all cases, the Employee must be qualified and willing to work the schedule, hours, location and at the salary rate of the job classification of the Employee being displaced, with allowance for years of service, from most recent date of hire.

ARTICLE 12. LAYOFF NOTICE

Except when funding reductions or events beyond Square One's reasonable control prevent Square One from determining its layoff needs, Square One shall provide written notice of a layoff to each affected Employee and to the Union at least three (3) weeks prior to the date of the layoff.

ARTICLE 13. RECALL

13.1 Unless removed for reasons stated in 13.2 and 13.3, Employees shall be maintained on the recall list for a period of one (1) year. Laid off Employees shall be recalled on the basis of seniority. If the available position is not in the Employee's classification, the position may be refused and the Employee will remain on the recall list.

13.2 Recall notice will be sent by certified mail to the Employee's last known address. Within five (5) working days of the receipt of the notice, the Employee must inform the Vice President of Human Resources by certified mail of his/her intent to return to work. Employees must return to work within ten (10) working days of the receipt of the recall letter, or a date mutually agreed upon by the Employee and Program Director. Employees who respond that they will return to work and then fail to return to work on the specified date shall lose all seniority and his/her name shall be removed from the recall list. An Employee who refuses more than two (2) available positions in the

Employee's classification shall lose all seniority and his/her name shall be removed from the recall list.

13.3 Employees who fail to notify Square One by certified mail within five (5) working days of receipt of the recall letter of his/her response to a recall notice shall lose all seniority and shall be removed from the recall list.

13.4 To insure proper notification of recall, Employees shall apprise Square One of any change in his/her address.

ARTICLE 14. FILLING OF VACANCIES

In order to ensure a career ladder for Employees, the following procedures shall be used:

14.1 Notice of Vacancies

a. Square One shall post notices of vacancies in all positions covered by this agreement. Notices shall be posted promptly on Square One bulletin boards at all sites and shall remain posted for at least ten (10) business days. Job postings will include the following information:

- Date of posting and date posting expires
- Job title
- Salary level
- Basic function and responsibilities
- Basic qualifications, including educational requirements and applicable equivalent experience
- The normal number of hours in the workweek

b. Postings shall be mailed to Employees on active recall, leave of absence or projected leave of more than ten (10) business days.

c. All qualified Employees and persons on the recall list, leave of absence or projected leave of more than ten (10) business days are entitled to apply. All applications must be in writing and received by Square One within the ten (10) day posting period. An Employee on an approved vacation or paid leave of less than (10) days will remain a valid internal candidate if his/her application is received in writing within two (2) business days of his/her return to work from such vacation or paid leave of less than ten (10) days.

d. Failure to comply with the timelines indicated in this section will result in the loss of internal candidate status.

14.2 Filling of Vacancies

a. Interviews of internal candidates must take place no later than fifteen (15) business days after the date of the posting. This time limit may be waived by mutual agreement of the Union and Square One.

b. Square One will fill bargaining unit vacancies on the basis of the applicant's qualifications, such as ability, experience, training, skill and other relevant factors. When the qualifications of two (2) or more applicants are considered relatively equal by Square One, preference for filling a vacancy shall be as follows:

- (i)** Permanent Full and Regular Part-time Employees according to seniority
- (ii)** Employees on the recall list, according to seniority
- (iii)** External applicants

c. If the Agency determines that none of the internal applicants are satisfactory for the position, it shall notify said applicants, giving them an opportunity to withdraw his/her application, should they desire to do so. If, however, it is determined that an internal applicant's qualifications are relatively equal to those of an external applicant, the position shall be offered as described above in Section b.

d. If a former Bargaining Unit Employee who left in good standing reapplies for a vacated position or a comparable available position within three (3) months of separation, is interviewed and selected, that Employee will be rehired at the rate of pay prior to separation and his/her seniority shall be reinstated.

e. If an employee returns to work after a break in service of one year or less from the last day of actual work, the employee is entitled to use earned sick time accrued prior to the break in service in the amount required by the Massachusetts Sick Leave law.

14.3 Notification That a Vacancy Has Been Filled

After a vacancy is filled, Square One shall notify all applicants from the bargaining unit, within five (5) business days, that the vacancy has been filled.

14.4. a. Vacant Positions – Posting of vacant positions in the Transportation Department will be for ten business days as stated above in 14.1. Specifications of the position’s schedule will be included following the same procedures as in all other departments.

b. Vacant Routes will be posted for ten business days. Drivers who are able to do the designated route can bid. Seniority rules among qualified bidders. Postings will include AM and/or PM routes. Bidders should sign name on posting and complete a Bid Request form and submit it to the Transportation Manager via interoffice mail. The Transportation manager will notify all bidders of the award within 5 business day of the end of the posting period.

c. Open Routes- If the regular Route driver is out due to vacation, illness or leave: Float drivers will be assigned first by seniority. If no Regular or Float drivers are available, temporary drivers may be assigned as per Article 6 Recognition, while more Float Drivers are being hired.

d. Meal Runs- When meal runs do not result in overtime, part-time routed drivers and part-time float drivers will be offered the meal runs first. The remaining open runs will be posted every two weeks. Drivers can sign up stating their availability. The runs will be distributed evenly among available drivers.

e. Saturday/Evening Runs- Part-Time Drivers will be offered Saturday/evening first. Runs that will result in overtime will be posted every two weeks. Drivers can sign up for availability and the runs will be evenly distributed among available drivers,

f. Overtime will be distributed equally among volunteering drivers, beginning with the most senior driver. An availability sign up list will be posted for 5 business days beginning on the 1st Monday of each pay period. The list of overtime opportunities assigned will

be posted the second Monday of every pay period for the following pay period.

g. Square One will make a good faith effort to create equal shifts for full time drivers. Except in an emergency, overtime work is voluntary. Except in an emergency, drivers' mandatory shifts will be no longer than 9 hours per day (including 1 hour break time) and 40 hours/week although drivers may voluntarily agree to longer shifts and additional hours. Drivers will be paid their full pay for any a.m. or p.m. shift in which they report to work regardless of work availability

ARTICLE 15. GRIEVANCE PROCEDURE AND ARBITRATION

15.1 The purpose of this article is to establish a procedure for the settlement of grievances which involve the interpretation and application of a specific provision of this Agreement. The parties intend that most problems will be discussed and resolved between the employee, the Union steward or Union representative and the employee's immediate supervisor and/or a Human Resources Representative. Such informal settlements are encouraged. During the informal process the Union may file a notice of intent to grieve within the 30 calendar days of the event forming the basis of the grievance, or within 15 calendar days of the informal process failing to resolve the issue.

Problems or concerns involving the application or interpretation of a specific provision under this article may also first attempted to be resolved informally between a Union representative and a Human Resources representative, before filing a formal written grievance.

If a problem is not resolved in this informal manner, the following procedure shall be used:

15.2 Step 1 An Employee grievance shall be filed in writing by the Union Steward or Union Representative with the Human Resources Department within 15 calendar days of the informal process not resolving the contractual problem or within 30 calendar days of the event forming the basis of the grievance, whichever is later. The Union Representative, Employee and the Human Resource Department and the

Program Director shall meet to discuss the grievance within ten (10) business days of the formal written grievance being filed. A written response will be sent to each grievant(s) and the Union Representative within five (5) business days after the Step 1 meeting.

15.3 Step 2: If the grievance is not settled at Step 1 to the satisfaction of the Union, the Union may submit the grievance in writing to the President/CEO or his/her designated representative within five (5) working days. The President/CEO or his/her designated representative will meet with Employee(s), the Union Steward and the Union Representative to attempt to settle the grievance. The President/CEO or his/her designated representative will respond in writing within five (5) working days after the Step 2 meeting. The response will be sent to the Grievant, Steward and Union Representative.

15.4 Step 3: Arbitration:

a. If the grievance is not settled at Step 2 to the satisfaction of the Union, the Union may refer the grievance to the American Arbitration Association, provided that such reference is made within thirty (30) calendar days after the receipt of the answer to Step 2. Any arbitration hereunder shall be conducted in accordance with the rules of the Association, subject to the provisions of this Agreement.

b. The fees and other charges shall be borne by the losing party. Each grievance shall be processed separately in any arbitration proceeding under this Article, except that grievances may be processed together in particular cases by prior mutual written agreement.

c. The arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of this Agreement, or authority or power to award back pay or other settlement to be retroactive beyond the date on which the event forming the basis of the grievance occurred. The award of the arbitrator on any grievance properly submitted to him/her hereunder, if within the scope of his/her authority and power, shall be final and binding upon Square One, the Union and the Employee(s).

15.5 Time Limits: The time limits provided for in this Article are conditions precedent for the filing and processing of grievances under this Agreement. Any such time limit may be extended in a particular

case by mutual agreement, provided such extension is set forth in writing and signed by both parties.

15.6 Pay for Grievance Time: Square One will endeavor to schedule grievance meetings during normal daytime business hours, subject to the Agency's work requirements. Where meetings for Step 1 or Step 2 and arbitration as provided in this Article take place during normal working hours, Square One will pay for time actually and necessarily lost during normal working hours by the aggrieved Employee and by the Employee's Union Steward involved in the grievance meeting.

ARTICLE 16. DISCIPLINE AND DISCHARGE

16.1 No Employee covered by this Agreement shall be disciplined or discharged except for just cause.

16.2 Copies of all disciplinary actions involving Bargaining Unit Members shall be sent to the Union.

16.3 Disciplinary notices more than 24 months old shall be removed from the employee's record and shall not be considered in determining disciplinary action. In cases where the Massachusetts Dept. of Early Education and Care requires retention of disciplinary records, they will be retained but not considered in determining subsequent disciplinary action.

ARTICLE 17. HOURS, SCHEDULES AND OVERTIME

17.1 The normal work week for a full-time Employee shall be at least thirty (30) hours. The normal workweek for a regular part-time Employee shall consist of at least ten (10) hours per week. This provision shall not limit Square One from employing full-time Employees for a normal work schedule of up to forty (40) hours. An Employee may be offered, but will not be required to accept, such longer work schedule, provided that if the Employee accepts such longer work schedule, thereafter it will be a regular working condition for the Employee.

a. Except in an emergency, overtime work is voluntary and will be distributed equitably among qualified, willing Employees.

17.2 The workweek commences at 12:00 A.M. Sunday and ends at 11:59 P.M. on the next Saturday.

17.3 Work Schedule

a. An Employee's individual work schedule shall initially be set at the time the Employee is hired. Any changes in an Employee's individual work schedule will be determined mutually by the Program Director and Employee, based upon program needs and seniority of the Employee. Such changes shall not be made arbitrarily, capriciously or discriminatorily.

b. Van Driver run times may vary between a.m. & p.m. However, Square One will seek to make each driver's am runs require approximately the same number of hours and each driver's pm runs require approximately the same number of hours. A.M. runs are typically 3.5 to 4.5 hours and P.M. run are typically 4.5 to 5.5. hours. However, the mandatory weekly schedule cannot exceed the limits described above in paragraph 17.1 The Van drivers AM & PM schedules begins one half hour before the first scheduled pick up and ends one half hour after the last drop off-unless the drop off or pick up location is unusually far from Square One's Van parking lot. These pre and post half hours include 15 minute pre & post trip inspection and 15 minutes to/from Square One's van parking lot.

17.4 A variation of the regular hours of work can be agreed upon by an Employee and the Program Director, if the Employee's job is one that does not require a set schedule due to Agency needs. Such variations shall not be arbitrary, capricious or discriminatory.

17.5 Break Time

a. All Employees are entitled to a fifteen (15) minute paid break for each four (4) hours worked. In addition, Employees who work a minimum of six consecutive hours are entitled to a thirty (30) minute paid break during the middle of the day. Transportation drivers and other bargaining unit employees who work a split shift are entitled to a 30 minute paid break during the split.

b. Employees shall not be assigned work during their break periods, except when necessary to meet temporary business demands. Any employee assigned work during this period shall be assigned a different break period for the same amount of time as permitted in Section 17.5. The Employer shall make efforts to accommodate the needs of employees in making such temporary changes.

c. An Employee may combine his/her break time with prior permission of the Program Director or designee, in the absence of the Program Director.

d. An Employee may not leave the Center/Program during his/her break time without prior permission of his/her Program Director or designee, in the absence of the Program Director.

e. The permission required in Section b and Section c above shall not be denied arbitrarily, capriciously or discriminatorily.

f. If no substitute is available, the Program Director or designee, in the absence of the Program Director, will ensure the Employee gets a break.

g. In order to assure that breaks are provided and taken under the contract, a daily break schedule will be posted. Assigned times may change as coverage needs change. Staff will sign the schedule that they did or did not receive their opportunity to take their break(s) per the collective bargaining agreement. The daily break schedule will be signed by the Program Director and kept in a log for recordkeeping purposes.

Employees not provided breaks will be paid “break pay” in an additional amount equal to their hourly rate of pay multiplied by the number of minutes of missed break time. For example, an employee who misses ½ hour of his/her break will be paid an additional ½ hour of pay for that day. Should staff choose not to take their breaks as assigned, they will not be paid additional “break pay”. “Break pay” will not be considered hours worked for overtime purposes.

The parties are aware that there are relevant state and federal laws concerning break time. This agreement does not limit either party’s right to seek enforcement of any relevant law or regulation. If the employer is unable to provide breaks to one or more employees for more than 3

(three) consecutive work days, the Union will be notified of the reason for the inability and the plan to correct the situation. The parties intend that any failure to provide breaks will be corrected as quickly as possible. (see attached Memorandum Of Agreement)

17.6 Compensation

a. All Employees shall receive time and one-half his/her regular hourly rate for any hours worked over forty (40) hours in one (1) workweek. For the purposes of computing overtime, “hours worked” shall not include any non-worked paid time (e.g. Holiday Pay, Paid Leave, etc.) If an employee works at two (2) or more jobs at different hourly rates the employee shall be paid an overtime rate based on the weighted average of the straight time rates of pay (calculated by adding together all earnings for the week and dividing this total by the number of hours worked at all jobs.

b. An Employee who works over his/her regularly scheduled hours, but under forty (40) hours in one (1) workweek, shall be compensated at his/her regular hourly rate.

c. Weather/Environmental Closing

(i) Square One shall remain open during inclement weather. All staff are expected to report to work. Square One will be closed when an environmental emergency is declared by a government official. In the case of severe weather the Program Director, in consultation with the President/CEO or his/her designee, may consider early release. Coverage needs of each program shall be determined by the Program Director based on projected child attendance. Program Directors may offer early release to staff who are not needed to maintain EEC ratios.

(ii) All staff will be compensated for actual hours worked. Accrued time may be utilized to fulfill an Employee’s regular scheduled workday. Staff members who do not work on a snow day must use accrued vacation or paid leave in order to be paid for the day.

(iii) Any Employee who is on an authorized single day vacation or personal day when Square One closes will have the single day vacation or personal day reinstated.

d. Snow Day Policy

(i) It is the policy of Square One to provide care when public schools close to due to inclement weather. All centers will remain open to provide emergency care for families, unless an environmental emergency is declared by a government official. Should an environmental emergency be declared, Square One will notify local radio and television stations of the Agency closure as early as possible. If a weather emergency develops during the day which leads to a decision to close one or more programs early, the affected Employees will be notified as early as possible so that parents may be informed.

(ii) Childcare will be provided at the following sites and times:

- King Street 7:30 am–5:30 pm
- Holyoke Health Center 7:30 am–5:30 pm
- 1095 Main Street 7:30 am–4:30 pm (provided at King St.)
- Putnam High School 7:30 am–5:30 pm (provided at King St.)
- PEG Catherine St. 8:30 am–4:30pm (provided at Catherine St.)
- Christian Life Center 8:30 am–5:30 pm (provided at King St.)

(iii) In the event of a weather emergency during public school recess which cancels Square One transportation, Square One will notify local radio and television stations of a delayed opening by 5:30 A.M.

(iv) Each center will create “snow team” skeleton crews to provide coverage at each center. A rotating schedule of snow teams will be developed. Team members will share in all tasks necessary to provide care for the children in attendance.

Center/Program Directors will keep track of hours worked on a snow day. Use of earned “snow” hours must be requested in advance and noted on the comment section of the Employee’s time card.

(v) Employees in the transportation department may be directed to come in up to ½ hour early to clear vans and parking areas on the day following a snow day.

(vii) An Employee who is on an authorized single vacation day when Square One closes will have the time reinstated. Staff members who do not work on a snow day must use accrued paid leave or vacation time in order to be paid for the day.

(viii) Square One reserves the right to change the above schedule. This schedule will be distributed annually.

(ix) Employees who are directed by Square One not to come in, or to work less than their scheduled hours, due to inclement weather or operational needs, will receive their normal daily pay for that day.

(x) Employees who work on snow days will not be required to work more than their normally scheduled work hours for that day. Employees may voluntarily agree to longer hours for additional pay and “snow hours.”

17.7 SACC Summer Work

a. As currently structured, SACC provides services during the summer at sites which may be different from the school year sites. As long as that structure of the Program and funding remain in place, Square One can offer SACC Employees the same number of regularly scheduled hours during the summer as had been worked during the school year.

b. When hours in excess of the regularly scheduled hours of SACC Employees are available, the hours will be offered to SACC Employees on the basis of the Program needs and Employee qualifications, including ability, experience, training, skill and other relevant factors. When the qualifications of two (2) or more Employees are considered relatively equal by Square One, the hours will be assigned on the basis of seniority.

c. If a SACC Employee chooses not to work during the summer months, a request for a leave of absence for the summer may be submitted at least thirty (30) days prior to the commencement of the summer program. The approval of any such request shall be subject to the needs of the SACC Program. The failure to return to work at the end of the approved leave will be treated as a voluntary resignation.

d. Subject to the operating needs of Square One and of the SACC Program, and to the terms of this Agreement, a SACC Employee returning from an approved summer leave of absence will be returned to his/her former position, but if that position has been eliminated, then to a comparable position.

ARTICLE 18. JOB DESCRIPTIONS

18.1 Every position in the bargaining unit shall have a job description. A job description shall be a clear, concise, accurate summary of the duties, responsibilities and requirements of the job, and shall include any special condition of employment.

18.2 Each Employee shall receive a copy of his/her job description at the time of employment. Current Employees shall receive a new copy of their job descriptions if such job description is revised.

a. Changes to job descriptions must be submitted to the Union for prior written input. This written input must be received within five (5) working days of receipt of the proposed changes.

b. A job description for any newly created bargaining unit position can be reviewed by the Union for written input. However, this written input must be received within five (5) working days of receipt of the new job description.

ARTICLE 19. PERSONNEL RECORDS

A personnel file shall be maintained on each Employee. This file shall consist of cumulative information from an Employee's applications through termination of employment. This file may include the following: Employment application, resume, confirmation of employment, work assignment, periodic performance evaluations, salary information, in-service/staff training documentation, probationary status, disciplinary warnings, disciplinary actions, and notice of termination. This file will not be reviewed by any person without written authorization of the President/CEO or designee.

Personnel files shall be maintained at Square One's Corporate Office. Should an employee wish to review his or her personnel file, he or she

must make a written request to the Human Resources Department. Square One shall provide the employee access to his or her personnel file within five (5) business days of such request. Upon request, the Employee shall be given an initial copy of his/her personnel file without charge. An Employee requesting more than one copy in a year, will be charged per page and mailing costs for subsequent copies. Each Employee shall have the right to comment, in writing, upon the contents of his/her personnel file. These written comments will become a part of his/her personnel file.

19.1 Staff records shall be maintained at the Employee's work site in accordance with EEC regulations. This record shall include, but not be limited to the following: Employment application, resume, documentation of employment history and reference checks by telephone, documentation that the Employee has the experience required to qualify for the position, evidence from an institution of higher learning that the Employee has satisfactorily completed the courses required under EEC regulations, documentation of a completed CORI evaluation, health records, verification of First Aid training, documentation of staff orientation, documentation of staff development plan for classroom staff, documentation of at least twenty (20) hours of training per calendar year for Center-based staff, ten (10) hours annually for School-Age Site Coordinators, and five (5) hours annually for School-Age Group Leaders and School-Age Assistant Group Leaders, and documentation of a minimum of twenty-four (24) hours of staff meeting/development per calendar year. Staff records shall be maintained in a secured file on-site which cannot be accessed without permission from the Program Director, who is responsible for the confidentiality of all files, except as required by law.

19.2 a. Square One shall provide, upon receipt of a written request from the Employee, a written reference to a prospective employer, for any laid off Employee. Written references will be provided only after receipt of a release of information form from the Employee.

b. Square One may provide verification of employment for terminated Employees upon receipt of a release of information form from the Employee.

ARTICLE 20. ANNUAL EVALUATIONS

20.1 Evaluations shall be used for professional growth and development. Square One shall follow all state and national licensing requirements with respect to evaluations. Evaluations will be conducted annually.

20.2 Each evaluation will include mention of the Employee's growth and performance in his/her work responsibilities, including as applicable, work with children, parents and other staff; curriculum development within the Employee's job description; and goals for future growth. Each evaluation of a classroom Employee will include at least one (1) formal observation in the classroom. Evaluation meetings will be held within thirty (30) days of the date the evaluation was written.

20.3 The evaluation shall be discussed in a meeting with the Program Director and the Employee. Following the initial meeting, the Employee shall be given five (5) working days to make written comments and/or schedule a second meeting with the Program Director. Evaluations shall be signed and dated by the Employee and the Program Director and along with employee comments placed into the Employee's personnel file, provided that any participant's signature does not necessarily indicate agreement with the comments of any other participant.

ARTICLE 21. SMOKE-FREE ENVIRONMENT

In the interest of promoting health and wellness for Square One's employees and the children and families Square One serves, all Square One's premises shall be smoke-free. Square One encourages all employees who smoke to quit. Employees who would like help quitting should contact the Human Resources department.

ARTICLE 22. ATTIRE

Employees shall dress in an appropriate manner for working with and being around children. Attire containing obscene or offensive language or pictures as well as revealing attire, may not be worn in the workplace.

ARTICLE 23. TRANSFERS AND PROMOTIONS

23.1 Any current Employee who is transferred or promoted between Centers or Departments shall complete a Transition Period of twenty (20) business days [four (4) weeks], which will be time spent in the classroom. If the Employee does not satisfactorily complete this Transition Period, the Employee will be returned to the former position, if that former position has not been eliminated.

23.2 When an involuntary transfer is made as the result of staffing needs, the least senior, qualified Employee in the affected classification will be transferred.

(a) If a Lead Teacher is to be involuntarily transferred for staffing reasons, and if there is an existing Teacher vacancy at the Teacher's center, the Lead Teacher may choose to transfer to the Teacher vacancy, at the Teacher hourly rate, plus her/his accumulated years of service supplements, such a choice should be communicated in writing to the Center Director and the Human Resources Department as early as possible, but in no event after the proposed effective date of the involuntary transfer.

(b) When there is an involuntary transfer of a Lead Teacher or a Teacher for staffing reasons, and when there are multiple vacancies at other Centers, the Lead Teachers and Teachers may select among the vacancies in their respective classifications, based upon seniority.

(c) If a Lead Teacher is involuntarily transferred for staffing reasons, for a period of one (1) year after the transfer the transferred Lead Teacher will have a preferential right to fill the first Lead Teacher vacancy arising in her/his prior Center. This right is available for the first vacancy to arise, and expires if it is not exercised. Written notice to exercise the right must be given to the Center Director and Human Resources Department during the posting period described in paragraph 14.1.a of the Agreement. This one-time right will supersede the rights of any other qualified Employee to the position. After the expiration of the right, the Lead Teacher will continue to have her/his job vacancy rights provided in paragraph 14.2.

23.3 When an Employee is involuntarily transferred, reasonable efforts will be made, subject to the Program needs, to accommodate the Employee's scheduling needs.

ARTICLE 24. HIRING PROCEDURES

24.1 Employees covered by this Agreement shall be included in the hiring of staff as follows:

a. The Employee(s) in the classroom with the vacancy shall be provided with an opportunity to meet final candidates being considered for open positions before the vacancy is filled. Reasonable attempts shall be made to afford center personnel opportunities to meet final candidates for non-classroom bargaining unit positions.

b. The Employee(s) may offer written or verbal comments regarding the candidates within three (3) working days after the meeting with the candidate. Any such comments shall be reviewed by Square One before filling the vacancy.

24.2 Interviewing for Non-bargaining Unit Positions

If and when a Program Director vacancy occurs, Square One agrees to offer bargaining unit personnel of the affected program, the opportunity to meet any final candidates for the vacant position. Square One shall encourage recommendations from staff relative to the candidates as part of the selection process.

ARTICLE 25. FUNERAL LEAVE

25.1 a. In the event of a death in the family of an Employee, Square One shall grant up to five (5) days with pay within two weeks of the death, to permit the Employee to attend the funeral and take care of other matters in connection with the death of a father, mother, sister, brother, child or spouse or domestic partner.

b. In the event of a death in the family of an Employee, Square One shall grant up to three (3) days with pay within two weeks of the death, to permit the Employee to attend the funeral and take care of other matters in connection with the death of a grandparent, grandchild, aunt, uncle, foster child, foster parent, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law.

c. An Employee may petition the President/CEO, or his/her designee, for exceptions to this policy in case of the death of another person the Employee considers close personal family because of special

circumstances. Denial of such petition shall not constitute grounds for a grievance. If Square One has reason to believe this Article is being abused, the Agency may request that the employee furnish proof of death of the family member. Such requests will not be made arbitrarily or capriciously.

ARTICLE 26. PAID LEAVE

26.1 Full-time Employees shall be entitled to twelve (12) paid leave days per year. This time shall be accrued at the rate of one day per month. Part-time Employees shall accrue paid leave time, pro-rated in relation to a forty (40) hour week and eight (8) hour day. This time may be used for an Employee's illness or medical needs, or illness in an Employee's family, or for personal reasons. During any fiscal year, an Employee may not be granted more than five (5) paid leave days for personal reasons without the written permission of the President/CEO, or his/her designee. Paid leave days may be accumulated from year to year, up to a maximum of thirty-six (36) days. Personal day requests shall be submitted in writing when possible, at least forty-eight, (48)-hours in advance, and approved by the Program Director, except in an emergency. In addition, if a Supervisor has a reasonable belief that an employee is misusing sick time he or she may request a doctor's note. Such requests shall not be made arbitrarily or capriciously

a. An Employee who, at the effective date of this Agreement, has accumulated more than thirty-six (36) paid leave days (288 hours), may use the accumulated days, but will not accrue or accumulate additional days until the Employee's number of accumulated paid leave days is below thirty-six (36) days, after which the Employee will accrue additional days up to the maximum of thirty-six (36) days.

26.2 UNSCHEDULED CALL OUTS.

Notice of use of the need to call out from work should be made by calling your direct supervisor at least (2) two hours before the start of the employee's shift, except in an emergency.

ARTICLE 27. HOLIDAYS

27.1 Employees will be entitled to a minimum of twelve (12) holidays per year. These are to be negotiated annually in keeping with the calendar of scheduled “work days.” The holiday/closure calendar will be posted in each program location.

27.2 Early closings will take place on the day before the 4th of July, Christmas Day, and New Years Day. The hours of operation on early closing days for all Employees, are 7:30 A.M. – 1:30 P.M.

27.3 If a holiday falls during an Employee’s vacation, the Employee shall be entitled to holiday pay for that day instead of vacation pay, and the unused vacation day will be returned to the Employee’s accrued vacation.

ARTICLE 28. VACATION

28.1 a. Full-time Employees will accrue vacation benefits monthly at the following annual rates:

Continuous Service with Square One:

Less than one (1) year
More than one (1) year, but less than two (2) years
More than two (2) years, but less than three (3) years
More than three (3) years, but less than four (4) years
More than four (4) years, but less than five (5) years
More than five (5) years, but less than six (6) years
More than six (6) year, but less than seven (7) years
More than seven (7) years, but less than eight (8) years
More than eight (8) years, but less than nine (9) years
More than nine (9) years, but less than ten (10) years
More than ten (10) years,
More than 15 (fifteen) years
More than 20 (twenty) years

Vacation:

Twelve (12) days
Fifteen (15) days
Sixteen (16) days
Seventeen (17) days
Eighteen (18) days
Nineteen (19) days
Twenty (20) days
Twenty-one (21) days
Twenty-two (22) days
Twenty-four(24) days
Twenty-five (25) days
Twenty six (26) days
Twenty-seven (27) days

b. Regular part-time Employees will accrue vacation benefits from the applicable schedules above, prorated in accordance with the Employee’s regular work schedule, in relation to a forty (40) hours work week.

28.2 Vacation time may be taken only after it has been accrued. Vacation accrual will be capped at the maximum allowable each year.

<u>Employees who earn:</u>	<u>will be capped at:</u>
10 days (2 weeks)	80 hours per year.
15 days (3 weeks)	120 hours per year.
20 days (4 weeks)	160 hours per year.
22 days (4 weeks & 2 days)	176 hours per year.
24 days (4 weeks & 4 days)	192 hours per year.
25 days (5 weeks)	200 hours per year.
26 days	208 hours per year
27 days	216 hours per year

Employees will not accrue beyond their maximum level.

28.3 Vacations must be scheduled in advance but may be taken at any time during the year, subject to approval of the Program Director. Employees are encouraged to schedule vacation during low enrollment periods. A vacation request submitted in writing will be approved or denied in writing within eight (8) business days. Vacation requests will not be arbitrarily or capriciously denied.

28.4 Employees shall be paid for any accrued but unused vacation time when they leave employment with Square One.

28.5 Site Coordinators, Group Leaders and Assistant Group Leaders may use accrued vacation hours for up to a maximum of the temporary schedule of hours per week as documented on an Employee Status Change Form (ESC) during the summer period for which public school is not in session. The accrual of hours for SACC staff is and will continue to be based on the regular schedule of hours as documented on the PRF during the school year.

ARTICLE 29. PROFESSIONAL TIME

As a condition of continued employment, Employees must document sufficient training to meet minimum EEC requirements: twenty (20) hours per calendar year for Center-based staff; ten (10) hours per calendar year for SACC Site Coordinator; and five (5) hours per calendar year for SACC Group Leaders and Assistant Group Leaders. Such documentation must be submitted to the Employee's Program Director

within five (5) business days of the training attended. Failure to document attendance at the minimum level constitutes just cause for disciplinary action.

29.1 a. Square One shall provide nine (9) hours of in-service training during work hours for center-based staff. The schedule of such training will be determined from year to year and distributed to staff with the list of holiday closures. Up to six (6) times per year, generally on curriculum or staff training days, Square One will provide facilities, during the middle portion of all day trainings when logistically possible, for employees and representatives of the Union to conduct Union meetings, not to exceed thirty(30) minutes in length. Such meetings shall be conducted at times mutually convenient to Square One and the Union, and shall be on unpaid or break time. Alternative meetings will be arranged for employees (e.g. SACC employees) who are not scheduled to participate in such curriculum or training days.

b. If an all-day in-service is scheduled on a day when the SACC program does not close, Square One will arrange for and schedule alternative in-service opportunities for SACC Employees to comply with EEC standards.

c. Square One shall sponsor periodic evening training workshops to assist staff in meeting minimum EEC training requirements. These training opportunities will be available to staff without charge. Employees will not be compensated for attendance at evening training.

d. Release time may be granted to an Employee wishing to attend a training/workshop/conference outside the Agency. Attendance at such programs is subject to prior approval by the Program Director. An Employee will be paid regular wages only if such approved training is conducted during the Employee's regular work hours and the Employee documents such training within the timeline stated above.

27.2 Professional Time

a. Direct care staff are required by the EEC regulations to hold a current certification in basic first aid. Square One will offer first aid training as approved by EEC periodically at no cost to the Employee. Any Employee who registers for this training and fails to participate, shall be responsible for securing the required training at his/her own expense within thirty (30) business days of the missed training.

Documentation in the form of a signed attendance certificate must be submitted to the Employee's Program Director, no later than three (3) business days after the training is completed. The actual approved certificate or the Red Cross card must be submitted immediately upon staff receipt. Failure to document appropriate recertification within the timelines stated above constitutes just cause for disciplinary action. First aid training is not counted as staff training hours. It is a condition of employment.

b. EEC regulations require that at least one (1) Employee with CPR certification, in addition to basic first aid, be on-site when children are present. Square One shall pay the cost of CPR training for up to three (3) Employees per site. The needs of the program may impact the schedule of Employees who obtain CPR certification at Square One's expense. CPR training is not counted as staff training hours.

c. Work related to continuing education (college courses) might be eligible for Square One reimbursement. Dependent upon funds available from year to year, an Employee may apply for tuition reimbursement upon documentation of successful completion of a college course (college transcript). Available funds will be distributed equally among programs. Unused funds may not be carried over from semester to semester, or year to year.

(i) An Employee may be reimbursed up to \$380.00 per semester if course is leading to EEC qualification.

(ii) An Employee may be reimbursed up to \$430.00 per semester if course is leading to an Associate's Degree.

(iii) An Employee may be reimbursed up to \$485.00 per semester if course is leading to a Bachelor's Degree.

(iv) An Employee may be reimbursed up to \$535.00 per semester if course is leading to a Master's Degree.

No reimbursement shall exceed the tuition cost for a course.

d. Dependent upon funds available and at the discretion of the President/CEO, staff may request reimbursement for training obtained outside the Agency. Such reimbursement would not constitute wages,

but may be used to cover out-of-pocket costs of conferences/workshops that were approved by the Employee's Program Director. Documentation of attendance must be provided by the Employee to the Program Director and the President/CEO within five (5) business days of the training to qualify for any available reimbursement.

e. When van drivers are required to provide proof of a recent physical, they will be provided the opportunity to have their physical be conducted by a provider chosen by Square One at Square One's expense. Should the van driver choose to utilize their own physician, any out of pocket cost will be paid for by the employee.

ARTICLE 30. JURY DUTY/MILITARY DUTY

27.3 An Employee called for jury duty shall be paid the difference between his/her regular wages and the amount received from the court for the time absent from work for jury duty for up to thirty (30) days.

27.4 An Employee who participates in the Army Reserve or National Guard annual training duty shall be paid the difference between his/her regular wages and the amount received for such training duty for the time he/she is absent from work for this reason for up to two (2) weeks.

ARTICLE 31. LEAVE OF ABSENCE

31.1 a. An Employee must submit a written request to the President/CEO (or his/her designee) in order to be considered for any type of Leave of Absence. Such requests shall be submitted no less than thirty (30) days in advance, except when the leave of absence is due to unforeseen circumstances.

b. An Employee must submit an Employee Status Change (ESC), provided by the Program Director in order to be granted any kind of Leave of Absence. A returning Employee must submit a Personnel Request Form in order to be reinstated.

c. Upon receipt, the President/CEO (or his/her designee) may meet with the Employee and/or the Employee's supervisor to review the request. The President/CEO (or his/her designee) shall respond in writing no later than five (5) business days after the request is received. If an extension

of a Leave of Absence is necessary, a request shall be submitted, using the same procedure as the original request. A request for an extension shall be submitted no less than ten (10) business days in advance, except when the extension is due to unforeseen circumstances.

31.2 Parental Leave: An Employee who has completed the Internship Period shall be granted a leave of absence for up to twelve (12) weeks for the birth of a child or adoption of a child, providing the Employee gives at least two (2) weeks written notice to the Program Director of the anticipated date of departure and of the anticipated date of return within such twelve (12) week period. Employee taking FMLA newborn care, adoption or home placement leave shall be allowed to take such leave on an intermittent or reduced schedule basis.

31.3 Leave to Address an Abusive Situation Employees may take up to 15 day of leave in a 12 month period to address situations of domestic abuse or sexual assault of the employee or a family member, to seek or obtain medical attention, counseling, victim services or legal assistance; secure housing; 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 member of the employee. Whenever possible, employees must give advance notice of the need for such leave.

31.4 Other Unpaid Leave: In order to be granted an unpaid leave of absence, an Employee must submit a written request and a Personnel Request Form. An Employee may be granted a leave without pay for the following reasons:

Reason for Leave	Maximum Leave
Military	Amount of Service
Medical	One (1) year
Personal Leave	One (1) year
Educational	One (1) year
Parental Leave	One (1) year
Death in Family	Sixty (60) days
Critical Illness in Family	Sixty (60) days

Square One will restore an Employee on an approved leave of absence to his/her position except if the position has been eliminated. Applicable Leaves described under paragraphs 31.2 and 31.3 shall run concurrently

with the Family Medical Leave Act, the Massachusetts Maternity Leave Act and the Small Necessities Leave Act. Square One and the Union agree to adhere to these laws and their associated regulations.

31.5 Unpaid Leave of Absence: An Employee who is placed on an unpaid leave of absence due to an administrative investigation conducted by a state agency or by Square One may use accrued personal days and vacation time. If the allegations are unsubstantiated, the Employee will be returned to his/her former position, and paid personal days and vacation time will be reinstated. An Employee who does not have, or chooses not to use, accrued personal days or vacation time will be reimbursed for lost pay, if the allegations are unsubstantiated. Whenever possible, Square One will offer alternative work to an Employee subject to an investigation, after a one-week grace period. An Employee will not be penalized for the one-week grace period or if no alternative work is offered. If such alternative work is offered but declined, and if the charges are unsubstantiated, the Employee will be returned to his/her former position, but none of the accrued personal days or vacation time used after the refusal of alternative work will be reinstated. Nothing in these provisions shall limit the right of Square One to discipline an Employee for just cause.

31.6 Square One shall pay its portion of Health Insurance premiums during the first three (3) months of parental, medical leave or of an unpaid leave of absence described in Paragraph 31.4, above. The Employee is responsible for payments of his/her portion of such insurance during such absences, or such insurance will be canceled. An Employee shall not accrue benefits during any unpaid leave of absence, except Paid Leave will accrue during the first two (2) months of unpaid medical or parental leave. However, an Employee who fails to return to work after an approved leave of absence is not entitled to any paid leave accrued during such leave

ARTICLE 32. EMPLOYEE CHILD CARE

32.1 An Employee requiring child care will be able to participate in the Dependent Care Assistance Plan (DCAP) offered by Square One. An Employee who chooses to enroll his/her child in any Square One program will go through the regular enrollment procedures and comply with eligibility requirements for public subsidy, or will pay a fee based

on Square One sliding fee scale for a privately funded slot, less twenty-seven percent (27%). Fees cannot be below EEC funding thresholds and does not apply to voucher or EEC funded slots.

32.2 In the event of an emergency and on a short-term basis, subject to the availability of space and the approval of the President/CEO, efforts will be made to accommodate an Employee's child care needs.

32.3 Any Employee who has a child enrolled and finds his/her schedule reduced because of budget or contract changes, will retain his/her child care. Any adjustment to the fee arrangement will require approval by the President/CEO.

32.4 If an Employee who has a child enrolled is out of work on an approved medical or worker's compensation leave of absence, Square One will reserve a space for the child for a period up to twelve (12) weeks during such leave. When the child returns, the child will have a space at the same site, if available, otherwise a preference for the first available space at that site. The Employee is responsible to satisfy any requirements or conditions of a publicly-funded subsidy or slot.

ARTICLE 33. TRAVEL

Employees who must travel on authorized Square One business shall receive mileage reimbursement at the rate allowed by the IRS.

ARTICLE 34. SAVINGS AND RETIREMENT PROGRAM

All Employees are entitled to participate in Square One's Savings and Retirement Program upon completion of his/her Probation Period.

ARTICLE 35. HEALTH, DISABILITY, LIFE AND DENTAL

All Employees whose regular schedules are twenty-one (21) hours per week are eligible to participate in Square One's insurance plans upon completion of 30 calendar days from the date of being covered under the collective bargaining agreement.

35.1

a. Square One shall pay 100% of the monthly insurance premium of the Group Long Term Disability Insurance Plan for all eligible Employees whose regular schedules are twenty-one (21) or more hours per week.

b. Square One shall pay 50% of the premiums for Short Term Disability for all Employees whose regular schedules are twenty-one (21) or more hours per week.

c. Square One shall pay 50% of the premiums for Life Insurance for all Employees whose regular schedules are twenty-one (21) or more hours per week.

d. Square One shall pay 50% of the premium for dental insurance for all full-time Employees.

e. For regular part-time Employees whose regular schedules are twenty-one (21) or more hours per week, Square One shall pay 50% of the dental premium:

f. (i) Square One will pay seventy percent (70%) of the monthly premium cost of single and family coverage in the least expensive medical insurance plan selected by Square One in good faith. For Employees choosing a more expensive Square One plan, Square One will pay the same dollar amounts toward their single and family coverage. Renewal information will be provided to the Union three months, or as soon as possible, prior to the plan year renewal date.

(ii) If, during any fiscal year of this Agreement, the total premium for the Single or Family Plan increases by more than ten percent (10%) over the premium for the prior fiscal year, the Union may, by a notice received by Square One within fourteen (14) days of the notice to the Union of the increase, initiate negotiations to change the Square One payments set forth above.

(iii) Plans with Health Reimbursement Accounts (HRA's) Square One will maintain Health Reimbursement Accounts for employees participating in plans with deductibles. Square One will contribute 50% of the cost of the employee's deductible into an employee's

HRA. For such plans with HRA's, Square One will pay its portion of the deductible-50%- prior to the employee portion. Square One agrees to pay the same annual contribution towards HSA's as it does towards HRA.

(iv) The Agency shall make a good faith effort to offer "single plus 1" or "double" health insurance plans as an option.

g. Employees whose regular schedule are for more than 21 hours, but less than 30 hours per week, Square One will pay 60% of the monthly premium cost of the least expensive medical insurance plan selected by Square One in good faith.

h. Renewal information will be provided to the Union three months, or as soon as possible, prior to the plan year renewal date.

35.2 Opt Out. Employees may choose to not participate in the Health Insurance Plan if the following conditions are met:

a. Written confirmation they are covered by another health insurance plan.

b. Sign an opt-out waiver provided by Square One. Employees who choose not to participate in the health insurance plan will receive a payment in lieu of insurance benefit as an opt-out payable in one lump sum in December of each year which will be computed as follows:

(i) Should the number of employees selecting opt-out be greater than or equal to fifty (50) employees, the opt-out payment shall be computed as follows:

- Single Plan - \$300 per year
- Family Plan - \$750 per year

(ii) Should the number of employees selecting the opt-out be greater than or equal to sixty (60) employees, the Employer shall increase the amount of the opt-out payments by 10%. Should the number of employees electing the opt-out return to an amount lower than sixty (60) employees, the Employer shall return its payments to the base amount in listed in subsection (a). If the number of employees opting out falls below fifty (50) employees, the opt-out payment under this Article shall no longer apply.

ARTICLE 36. WAGES

36.1 On July 1, 2016, January 1, 2017, July 1, 2017 and July 1, 2018 each start rate will increase as shown below. For all employees hired on or after that date. Starting hourly rates shall be as set forth in the schedule below:

JOB TITLE	7/1/2016	1/1//2017	7/1//2017	7/1/2018
Kindergarten Teacher	\$13.44	\$13.44	\$13.71	\$14.19
Educational Coordinator	\$13.44	\$13.44	\$13.71	\$14.19
Parent Worker	\$13.09	\$13.09	\$13.35	\$13.82
Outreach Worker	\$12.37	\$12.37	\$12.62	\$13.03
SACC Site Coordinator	\$12.23	\$12.23	\$12.47	\$12.91
Lead Teacher	\$11.64	\$11.64	\$11.87	\$12.29
Teacher	\$10.67	\$11.15	\$11.37	\$11.77
SACC Group Leader	\$10.67	\$11.15	\$11.37	\$11.77
Van Driver	\$10.44	\$11.15	\$11.37	\$11.77
Cook	\$10.35	\$11.15	\$11.37	\$11.77
Custodian	\$10.00	\$11.15	\$11.37	\$11.77
SACC Asst. Group Leader	\$10.00	\$11.00	\$11.22	\$11.61
Classroom Aide	\$10.00	\$11.00	\$11.22	\$11.61
Assistant Cook	\$10.00	\$11.00	\$11.22	\$11.61
Certified Float Teacher	\$10.67	\$11.15	\$11.37	\$11.77
Qualified Float Driver	\$10.44	\$11.15	\$11.37	\$11.77
Float Employee	\$10.35	\$11.00	\$11.22	\$11.61
PEG Lead Teacher*	\$20.70	\$20.70	\$21.11	\$21.80
PEG Teacher*	\$15.37	\$15.37	\$15.68	\$16.19

*(Start rates and current employee rate increases for PEG Teachers & PEG Lead Teachers will go up by contract but no less than above percentages.)

36.2 a. In addition, employees hired prior to the specified date shall receive the following hourly wage increases:

July1, 2016.... 3.5% Increase

January 1, 2017 ... \$.65/hr increase or an increase to the 1/1/17 start rates shown above, whichever is greater.

July 1, 2017 ... 3% increase

July 1, 2018.....3.5% increase

b. Employees hired after July 26, 2006. An Employee hired in the position of SACC Site Coordinator, Lead Teacher, Teacher, SACC Group Leader, or SACC Asst. Group Leader (referred to, collectively, in Paragraphs 36.1.d, 36.1.e and 36.1.f, as “Teachers”) who holds an Associate’s degree with at least twelve (12) credits in Early Childhood Education, but no Bachelor’s degree, will start at a rate two percent (2%) higher than the rate listed above. An Employee hired as a Teacher who holds a Bachelor’s degree with at least eighteen (18) credits in Early Childhood Education will start at a rate five percent (5%) higher than the rate listed above. An Employee hired as a Kindergarten Teacher or an Educational Coordinator who holds a Master’s degree in Early Childhood Education will start at a rate three percent (3%) higher than the rate listed above. This Paragraph 36.1.c shall not apply to a Teacher who meets the requirements of Paragraph 36.1.d, below. Square One will give written notice to new employees at the time of hire, of the requirements for receiving credit and increased pay for a degree in Early Childhood Education.

c. Employees hired on or before July 26, 2006. A Teacher, as defined in Paragraph 36.1.c, who, on the effective date of this Agreement, holds an Associate’s degree with at least twelve (12) credits in Early Childhood Education, but no Bachelor’s degree, will receive a one-time hourly rate adjustment of two percent (2%). A Teacher, as defined in Paragraph 36.1.c, who, on the effective date of this Agreement, holds a Bachelor’s degree with at least eighteen (18) credits in Early Childhood Education, will receive a one-time hourly rate adjustment of three percent (3%).

d. Employees Who Attain Degrees. A Teacher, as defined in Paragraph 36.1.c, who attains an Associate’s degree with at least twelve (12) credits in Early Childhood Education while employed by Square One, will receive a one-time hourly rate adjustment of two percent (2%). A Teacher, as defined in Paragraph 34.1.c, who holds an Associate’s degree with at least twelve (12) credits in Early Childhood Education and

who attains a Bachelor's degree with at least eighteen (18) credits in Early Childhood Education while employed by Square One, will receive a one-time hourly rate adjustment of one percent (1%). A Teacher, as defined in Paragraph 36.1.c, who attains a Bachelor's degree with at least eighteen (18) credits in Early Childhood Education while employed by Square One, but holds no Associate's degree, will receive a one-time hourly rate adjustment of three percent (3%). A Kindergarten Teacher or Educational Coordinator who attains a Master's degree in Early Childhood Education while employed by Square One will receive a one-time hourly rate adjustment of three percent (3%). There shall be no pyramiding or duplication between the rate adjustments provided in Paragraphs 36.1.c and 36.1.d, and the rate adjustments provided in this Paragraph 36.1.e.

e. The credits in Early Childhood Education described in Paragraph 36.1.c, 36.1.d, and 36.1.e, above, must satisfy the Early Childhood Standards prepared by the Massachusetts Department of Education, as approved in April, 2003. The rate adjustments provided in Paragraphs 36.1.c, 36.1.d and 36.1.e are due only after proper documentation of the degree and credits has been received by the Human Resources Department.

f. During the term of this Agreement, if additional money directed to Employee wages and benefits becomes available from a funding source, including but not limited to retroactive rate increase(s), the cost of any wage increases provided in this Agreement will be credited, in full, to the calculation of any wage increase directed or permitted by the terms of the funding, it being the intention of the parties that any such wage increase provided in this Agreement shall be included in, and not in addition to, any wage increase permitted or directed by the terms of such additional funds.

36.3 Additional Pay: After five (5) consecutive business days in which an Employee substitutes in a classroom position with a higher starting salary, due to a leave of absence or vacancy, the Employee shall receive, in addition to his/her regular pay, \$7.61 per day while actually in the classroom.

36.4 When a Program Director is not available, i.e. on vacation or paid leave, the Employee who is substituting for that Director shall be paid \$1.58 per hour in addition to his/her regular rate of pay. The Employee

must document the substitution by noting dates and times on that pay period's time card. The duties of the substituting employee shall not include supervision or discipline of other bargaining unit members.

36.5 A Lead Teacher who regularly takes on non-supervisory Program Direction duties where a Program Director is not regularly on site (e.g. in single classroom sites) shall be paid \$2.50 per hour in addition to his/her regular rate of pay. The duties of the substituting employee shall not include supervision or discipline of other bargaining unit members.

36.6 When a Teacher is on leave, or the position is vacant, and a substitute must be assigned who does not have EEC certification, the Lead Teacher will receive, after five (5) consecutive days, in addition to his/her regular pay, \$6.04 per day for a period of time mutually agreed upon with the Program Director.

36.7 Part-time Employee Relief Hours Pay Rate: An Aide who works in excess of his/her regularly scheduled hours, substituting in positions requested by the Director, will be paid his/her normal Aide rate of pay. All other part-time Employees, i.e. Cooks, Drivers, School-Age Staff, who work relief hours in excess of their regular part-time schedule, will be paid at the entry level Aide pay rate while providing coverage. Total hours should not exceed forty (40) hours without approval by the Program Director. Paid Leave and Vacation will not accrue on relief hours.

36.8 Assistant Cooks shall be hired as determined by the needs of the Program.

36.9 When a bargaining unit Employee requests to move to a new job classification where the rate of pay and level of responsibility is lower, Square One will assess each request individually. If any request meets the statutory definitions of Mass. General Laws, Ch. 151B and the Americans with Disabilities Act and requires consideration of "reasonable accommodations," Square One will hold discussions with Union representatives to reach a fair and equitable resolution.

36.10 No Employee shall be penalized by a reduction in wages for choosing to accept a more responsible position.

ARTICLE 37. 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. This Article cannot be used for the basis of Arbitration under Article 15.3.

ARTICLE 38. GENERAL PROVISIONS

38.1 The Union, the Employee and Square One acknowledge and agree that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Union, to the Employees and to Square One pertaining to wages, hours and conditions of employment, have been fully considered and negotiated and that each party was afforded the right to present and discuss proposals pertaining to wages, hours and conditions of employment and that the understandings and agreements among the parties concluded during the course of the negotiations are fully stated in this Agreement.

38.2 No addition to, alteration, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the President/CEO or other designee of the Board of Managers and by a Staff Representative of the Union.

ARTICLE 39. DURATION

This Agreement shall become effective as of July 1, 2016 and shall continue in full force and effect through June 30, 2019. It shall remain in effect thereafter, from year to year, unless terminated by notice in writing by either party to the other. This written notice must be received at least sixty (60) days prior to June 30, 2019, or prior to June 30 of any subsequent year that this Agreement remains in force. The parties agree that bargaining on a new agreement will begin no later than March 15, 2019.

IN WITNESS WHEREOF, the parties have executed this Agreement by his/her respective duly authorized officers and representatives as of July 1, 2016.

**UAW LOCAL 2322 (International Union, United Automobile,
Aerospace and Agricultural Implement Workers of America)**

Brooks Ballenger
Elisa Vicente
Pamela Curto
Ann Lafreniere

SPRINGFIELD DAY NURSERY CORPORATION (Square One)

Karen Smith

[signatures on file]

**MEMORANDUM OF AGREEMENT
NEW CHILD ORIENTATION**

Before a new or transferring child attends a new class, the teachers in the new classroom will be given all necessary intake information on the child such as food and photo restrictions, emergency contacts, projected schedule, etc. Except in an emergency, each new or transferring child will have an opportunity to visit the new classroom prior to starting.

**UAW LOCAL 2322 (International Union, United Automobile,
Aerospace and Agricultural Implement Workers of America)**

Brooks Ballenger
Elisa Vicente
Pamela Curto
Ann Lafreniere
Stephanie Santaniello

SPRINGFIELD DAY NURSERY CORPORATION (Square One)

Karen Smith

[signatures on file]

MEMORANDUM OF AGREEMENT BREAKS

The parties agree that Square One has a contractual and legal obligation to provide employees with breaks as called for in the Collective Bargaining agreement (CBA).

In order to assure breaks are provided and taken under the contract, a daily schedule will be posted. Assigned times may change as coverage needs change. Staff will sign the schedule that they did or did not receive their opportunity to take their break(s) per the collective bargaining agreement. The daily break schedule will be signed by the Program Director and kept in a log for recordkeeping purposes.

Employees not provided breaks will be paid “break pay,” an additional amount equal to their hourly rate of pay multiplied by the number of minutes of missed break time. For example, an employee who misses ½ hour of his/her break will be paid an additional ½ hour of pay for that day. Should staff choose not to take their breaks as assigned, they will not be paid additional “break pay”. “Break pay” will not be considered hours worked for overtime purposes.

The parties are aware that there are relevant state and federal laws concerning break time. This agreement does not limit either party’s right to seek enforcement of any relevant law or regulation. If the employer is unable to provide breaks to one or more employees for more than 3 consecutive work days, the Union will be notified of the reason for the inability and the plan to correct the situation. The parties intend that any failure to provide breaks will be corrected as quickly as possible.

UAW LOCAL 2322 (International Union, United Automobile, Aerospace and Agricultural Implement Workers of America)

Brooks Ballenger
Elisa Vicente
Pamela Curto
Ann Lafreniere

SPRINGFIELD DAY NURSERY CORPORATION (Square One)

Karen Smith

[signatures on file]

Protocol for Addressing Purposeful (Targeted) Spitting

NOTE: Blowing a “raspberry” or giving “Bronx Cheer” is not considered purposeful or targeted spitting. This behavior is developmentally appropriate for toddlers and preschoolers.

Young children spit for a variety of reasons, including as a way to show frustration, handle stress, express anger, as a bid for negative attention. Some children use aggressive behavior when they do not have the verbal skills to express emotions or solve a problem.

1. Seek to understand why the child is spitting.

Children often use inappropriate behaviors to signal problems, so match your response to the child's problem. Identifying the likely cause of spitting, and controlling your response to the behavior can help you address spitting.

2. Look for patterns that precede the spitting behavior—who was the child playing with, what was the child doing, where did the behavior occur—may isolate triggers for the behavior.

Some possible triggers for spitting include fatigue, anger, boredom, hunger. Having an awareness of what precedes the behavior enables you to design prevention strategies.

3. Treat spitting the same way you treat other inappropriate behavior like hitting, biting or screaming.

When a child purposely spits, it is a learned maladaptive behavior that can be addressed by teaching appropriate replacement skills, positively reinforcing the new behavior and, if necessary, imposing appropriate consequences for the spitting behavior (for example, loss of a privilege, a time out, cleaning up the area spit on). Speak calmly and respectfully to explain that spitting is impolite, unsanitary and unacceptable.

4. Teach and model conflict resolution skills.

Children may lack the skills to resolve conflicts without help. Provide opportunities to practice taking turns, using words to communicate frustration or anger, apologizing and sharing. You may also teach asking to play, saying "no", asking for a break or waiting. Demonstrate positive conflict resolution skills in your interactions with others.

5. Help the child to verbalize strong emotions.

Encourage the child to talk about what has happened. The child may need help in accurately labeling and verbalizing their feelings. Explore alternatives to spitting when feeling a strong emotion like anger, jealousy, frustration, and encourage the child to give verbal feedback.

6. Provide age-appropriate choices to help the child build impulse and self-control.

Model cause and effect through your words, activities and stories. Show the child appropriate ways to deal with strong emotions. Teach children about feelings and emotions by giving them a wide vocabulary of feeling words. Since children learn from example, be a model of appropriate expressions of emotions.

Consistent implementation for the interventions listed above should take place for two to three weeks. Document all attempts to modify the behavior using the child guidance forms. Keep your director informed of all steps taken and improvements noted throughout this period. If improvement is slow, consult your director weekly to determine next steps. Request a conference with the parents to involve them in eliminating the spitting behavior.

If the behavior does **not** improve, phase two and three of the Extreme Child Behavior Administrative Protocol will be followed.

[signatures on file]

Child Behavior Administrative Protocol

Developing behavioral and educational plans for children that require a plan and ensuring that educators and volunteers, directly working with the child, are informed of the implemented plan. Plans are reviewed as needed, but no less than monthly, and changes are made when necessary. Center Directors will monitor and document all steps taken to address the needs of children.

A behavioral/educational plan may include the following actions:

- The child will remain within the educator's immediate and direct supervision until the child is able to regain self-control and rejoin the group. Redirection to other activities or an individual activity should be an option for every child.
- When the child cannot be removed from the environment have the educator place him/herself in close proximity to the child until the child is able to regain self-control. In this instance, the educator must also remove anything within the child's reach that is a potential danger to the child or others
- If necessary, the educator may use another adult to support and assist in calming the child until the child is able to regain self-control
- Give the child an appropriate time to calm down, using developmentally appropriate methods and then have the child rejoin the group when they feel they are ready
- The educator will talk calmly to the child and attempt to verbally soothe the child
- Have the child picked up by the parent if the child is unable to calm down and rejoin the group. The child may not be picked up without approval from the Center Director or Education Supervisor).

In order to preserve a stable learning environment, Square One will limit the number of non-employee observers, students, etc. permitted in a classroom at the same time.

2) Extreme Child Behavior Protocol

Extreme Child behavior is defined as developmentally inappropriate

Behavior	Definition	Examples
Disruptive - Physical Aggressive	Bodily actions to cause physical or emotional harm to another	Hitting, biting, kicking, grabbing, vulgar gestures, head butting, hair pulling, aggressively throwing material/toys/hard objects/furniture.
Disruptive - Physical General	Bodily actions to disrupt the classroom or school environment	Running out of the room, disrobing, tearing or destroying materials, stealing, throwing self to the ground,.
Disruptive – Verbal Aggressive	Verbal Behaviors to cause emotional harm	Taunting, profanity, screaming at peers or teachers

Teachers should document every incident of disruptive behavior. Square One will review each incident and meet with the teachers, parent and other professionals to strategize ways to correct such behavior and ensure the safety of all concerned. Teachers in the classroom will be fully involved in describing the problem, developing strategies and implementing the strategies to improve the behavior. Square One recognizes its obligation to ensure the safety for children, employees and families.

Employees who are injured on the job are required to notify their supervisor, and depending on the extent of the injury, leave work and go to their doctor or an urgent care facility and be examined. Upon returning to work, both employee and supervisor worker compensation incident forms must be completed and a claim will be filed by Human Resources. Any personal property, (such as glasses) damaged as a

result of child behavior will be replaced at a reasonable value by Square One.

It is understood that no rigid rules can be made because each situation is different. All circumstances around a behavior problem must be examined carefully. The following are protocols to be in ensure the behaviors are being addressed in a fair and consistent manner.

***Duration, frequency, severity and intensity are relevant factors that will prompt a more accelerated response to phase three or four

If a child exhibits Extreme Child behavior while at Square One:

Phase One

- Teacher will call Director or designee to come to the classroom to observe the child behavior.
- The Teacher and Director or designee first attempt to deescalate the behavior in the classroom. If the child is unable to deescalate, the director will remove the child from the classroom.
- If the child deescalates, they will be returned to the classroom. If the child cannot be deescalated, the director will call the parent to come pick up the child.
- Teachers will document challenging behavior utilizing the Child Guidance data gathering tool.
- Director or designee will review each tool/report, coach teachers and document steps the directors have taken to address the child behavior concerns. Documentation of the various techniques utilized to address the behavior concerns shall be contained in the child guidance data gathering tool/report, completed by the Director and reviewed with the teacher. Square One's Child Behavior Specialist will be engaged to do a child observation.
- Parent will be notified by the Director or designee of the child's behavior concerns
- All child Guidance tool/reports will be scanned and sent to Square

One's Child Behavior Specialist who will save the documentation on a secured shared drive within folders for each center and each child. Documents will be named with the child's initials and date of the incident. The Child Behavior Specialist will review all Child Guidance data gathering tools/reports to ensure agency wide consistency of protocols.

If the Phase One strategies have not sufficiently improved the situation, Phase Two will be implemented unless the affected teachers and Square Administration agree to extend phase one:

Phase Two

- Director or designee will remove the child from the classroom and attempt to deescalate the behavior. If the child is unable to deescalate, the parent will be called to pick up the child.
- A meeting with the Parents will be scheduled at that time for Parent involvement in the case management process. If the parent(s) refuses to participate in meetings, the child will be suspended.
- Referrals for evaluations under the Early Child Mental Health Grant will be submitted to the BHN intake team by Square One's Child Behavior Specialist and/or Director to get on the waitlist
- Classroom Lead teacher, Director or designee, Child Behavior Specialist and the Priority Populations Social worker and/or Family Engagement Specialist (if applicable) will meet for a case management planning session documenting all communication with Parents, DCF, and BHN. "Events and Functions Associated with Problem Behavior" Tool will be completed by both the Teacher and Director as part the case management meeting.
- Clinical Support is available for consultation and will provide teacher feedback after the initial child observation and subsequent observations.
- Meeting with Parent is conducted with the Director or designee and Teacher

If the Phase Two strategies have not sufficiently improved the situation, Phase Three will be implemented unless the affected teachers and Square Administration agree to extend phase two:

Phase Three

- Escalating cases or cases with no improvement will be reviewed in the case management session and Square One's Child Behavior Specialist and Director or designee can refer the child to the BHN Intensive Care Coordination team for immediate therapy access. The child's care will be suspended pending resolution if the behavior is seriously disruptive to the classroom or puts others at risk of injury.
- Parental involvement and cooperation or lack thereof should continue to be documented.
- Termination of the child's care shall be the last resort when all available resources have been exhausted.

Phase Four

- The BHN mobile crisis team will be called in.
- Crisis team recommendations will be implemented up to and including termination.

Additional resources

- Clinical resources are available to provide month basic behavior training to teaching staff at the various centers as well as consultation with the Directors/Support Team to assist in evaluating individual cases.
- T-Pot classroom evaluation tools available through BHN.
- Family Voice Family Choice Services for parental support.

- PET provides training and classroom support services.
- Springfield and Holyoke Public Schools services

5) Termination

- A last recourse will be to terminate the child from the center. Termination will not occur unless all other options have been exhausted or the child's behavior has significantly affected the safety or learning environment of the classroom despite the best efforts of the teachers and Square One Administration. Termination requires extensive documentation provided by the educators and other professionals involved. Documentation required by the educator includes completing a Child Guidance Report on all incidents/behaviors that create an unsafe environment for the child or others in the classroom or impairs any child's ability to successfully function and learn in the classroom or outdoor environment. All reports will be reviewed by the classroom team and Education Supervisor /Center Director. A copy will be given to the parent.
- The parent(s) will be given a two week termination notice with the caveat that any further incidents of extreme behavior occur within the two week period the child will be immediately terminated.

The following are prohibited by The Department of Early Education and Care (written into licensing regulations) and Square One Policy:

- Spanking or other corporal punishment of children
- Subjecting children to cruel or severe punishment such as humiliation, verbal or physical abuse, neglect, or abusive treatment including any type of physical hitting inflicted in any manner upon the body, shaking, threats, or derogatory remarks
- Depriving children of outdoor time, meals or snacks; force feeding children or otherwise making them eat against their will or in any way using food as a consequence

- Disciplining a child for soiling, wetting, or not using the toilet; or forcing a child to remain in soiled clothing or forcing a child to remain on the toilet, or using any other unusual or excessive practices for toileting
- Confining a child to a swing, high chair, crib, playpen or any other piece of equipment for an extended period of time in lieu of supervision
- Excessive Time-out: Time-out may not exceed one minute for each year of the child's age and must take place in the educator's view.

[signatures on file]