

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**Springfield Partners for Community**

**Action and**

**UAW Local 2322**

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



**February 18, 2022 through February 22, 2023**

Dear UAW Local 2322 Member.

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

The rights and benefits in this contract are the result of hard work and dedication by you and your fellow members and your employer cannot 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. You have a Union and you are not alone.

Keep this contract to refer to it when the need arises. To request a replacement and get information or assistance about your rights, talk with your union steward or contact the UAW Local 2322 office. (Each Local 2322 shop has elected stewards to help you resolve workplace problems and enforce your rights.)

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 ask for a union representative. 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,

**Patrick Burke**

President, UAW Local 2322

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

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

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## **AGREEMENT**

This Agreement is entered into February 17, 2021 by and between Springfield Partners for Community Action, Inc. with its place of business located in Springfield, Massachusetts, (hereinafter to as "SPCA" or "Employer" or "Agency") and the International Union, United Automobile, Aerospace and Agricultural Implement workers of America ("UAW") and its Local 2322, ("UAW"), (hereinafter called the "Union").

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

## **PREAMBLE**

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

## **ARTICLE 1 RECOGNITION**

### **Section 1:**

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

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

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

## **ARTICLE 2 UNION SECURITY**

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

## **ARTICLE 3 INTRODUCTORY EVALUATION PERIOD**

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

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

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

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

**Section 3:** Employees will have access to sick leave as they accrue time immediately upon hire. For the first four (4) months of employment Employees do not have access to (nor have they earned) any personal days and /or vacation days, however after four (4) months of employment, the Employee will have access to three (3) personal days and four (4) days of vacation. Should the Employee be terminated and/or resign prior to completing their introductory evaluation period, they will only be paid out

for "earned" vacation time. Unused personal days and/or sick time will not be paid.

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

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

## **ARTICLE 4 DUES DEDUCTION**

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

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

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

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

**Section 5:** When new Employees are to be hired for the Bargaining Unit, the Union shall have equal opportunity with all other sources to refer and recommend applicants for employment. Persons referred by the Union

shall be given equal opportunity for employment with all other applicants to be hired.

**Section 6:** Upon receipt, of a signed authorization card from an Employee, the Employer agrees to deduct from the paychecks of Employees voluntary contributions to the UAW V-CAP and/or Union Community Fund. Employees may enroll once a year during the Employer's benefit enrollment period. The Employer agrees to remit funds monthly to the UAW along with a list of participating members.

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

## **ARTICLE 5 MANAGEMENT RIGHTS**

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

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

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



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

## **ARTICLE 6 CREDIT UNION/BANK**

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

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

## **ARTICLE 7 UNION BUSINESS**

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

**Section 2:** The Employer agrees to provide a bulletin board for the Union to post notices, provided that the use of such boards shall be restricted to the posting of notices of meetings, social events and official business affairs of the Union. All postings will be submitted to and subject to approval of Management. Management approval will not be withheld in an arbitrary, capricious or discriminatory manner.

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

## **ARTICLE 8 UNION STEWARDS**

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

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

**Section 3:** The Union Steward shall be empowered to discuss and investigate the adjustment of problems and grievances with the Employer as outlined in the grievance procedures. Stewards investigating any grievance must receive permission to visit the site prior to engaging in this activity and may not interfere with the day-to-day running of the Early Learning Center.

## **ARTICLE 9 GRIEVANCE AND ARBITRATION**

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

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

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

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

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

### **Grievance Steps:**

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

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

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

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

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

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

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

## **ARTICLE 10 SENIORITY**

### **Section 1:**

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

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

**C.** An Employee's seniority shall terminate, and they shall cease to be an Employee of the Agency upon the occurrence of anyone of the following events:

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

## **ARTICLE 11 LAYOFF/RECALL**

### **Section 1 Layoff :**

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

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

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

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

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

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

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

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

### **Section 2 Recall**

Recall of Employees laid off normally will proceed as follows:

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

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

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

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

**E.** Employees recalled from layoff within six (6) months will receive their original seniority date and will be reinstated with all existing benefits they had available to them at the time of layoff, so long as they are still available.

## **ARTICLE 12 HIRING/TRANSFERS/PROMOTIONS**

### **Section 1 Vacancies**

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

### **Section 2 Posting**

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

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

### **Section 3 Transfers to a vacant position**

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

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

### **Section 4 Classroom Transfers**

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

### **Section 5 Bidding**

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

### **Section 6 Interviews**

**A.** Only qualified applicants will be interviewed.

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

### **Section 7 Hiring Committee**

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

## **ARTICLE 13 HOURS OF WORK**

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

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

### **Section 3 Rest Periods**

A. Full-time Teachers, Teacher Aides, and Lead Teachers shall receive an unpaid one-half (1/2) hour rest period for working six (6) hours or more during their scheduled shift.

B. All staff who work four (4) or more consecutive hours during their scheduled shift may receive a fifteen (15) minute paid rest period, subject to operational needs.

C. Any staff who arrive at work fifteen (15) minutes or more late will forfeit their fifteen (15) minute paid break.

### **Section 4 Overtime**

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

## **ARTICLE 14 SICK LEAVE**

**Section 1:** All full-time staff will accrue one (1) sick day a month not to exceed ninety-six (96) hours per year. Part-time, temporary, and seasonal staff will accrue sick time on a pro-rated basis at no less than one (1) hour for every thirty (30) hours worked.

**Section 2:** In accordance with M.G.L. c. 149, § 148C, accrued Sick Leave may be used for the absence from duty of any Employee for the following reasons:



1. care for the Employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
2. care for the Employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
3. attend a routine medical appointment or a routine medical appointment for the Employee's child, spouse, parent, or parent of spouse;
4. address the psychological, physical or legal effects of domestic violence; or
5. travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

**Section 3:** Sick Leave can only be used for the above identified reasons. When applicable, Employees on sick leave in excess of five (5) or more days will be placed on FMLA or Massachusetts PFML. Additionally, sick leave time off will run concurrently with time off provided by state and federal leave laws.

**Section 4:** Payment of sick leave shall equal an Employee's regular scheduled hours for the day it is used. Paid sick leave shall not be used in computing hours for the purpose of overtime payment

**Section 5:** Sick leave will not be paid to an Employee upon separation of employment from the agency. However, following a break in service of up to twelve (12) months, Employees will maintain their vesting days and do not need to restart the ninety (90) day vesting period.

**Section 6:** Employees shall be allowed to bank unused sick leave days and carry them over from year to year not to exceed forty (40) hours of paid sick time, exclusive of any active staff who currently have forty (40) hours or more in their sick leave bank on the date ratification by both parties, will be grandfathered in and allowed to carry over up to 160 hours.

Unless the Employee's scheduled day is less than eight (8) hours, then the sick time will be equivalent to the employee's normal work schedule.

**Section 7:** All staff will provide at least 2-3 hour notice before their shift begins of their intention to call out sick. All staff are to comply with the call out procedure when calling out sick.

**Section 8:** Should Management suspect abuse of sick leave and/or an Employee is in an unfit work condition to perform the duties and responsibilities of their position, a doctor's note may be requested at the sole discretion of Management. Failure to comply with this request may result in disciplinary action up to and including termination. Whenever possible, Employees will be informed in advance of Management's concern of abuse and notice will be given that a doctor's note will be required in the future.

## **ARTICLE 15 BEREAVEMENT LEAVE**

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

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

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

**Section 3:** It is understood that in all cases the date of notification of a death of a family member shall not be counted as part of funeral leave, if the Employee is notified at work, Employees seeking to claim a Significant Other must have their name on file with the HR department. Significant Other is defined as a person (not necessarily a spouse) with whom you cohabit and share a long-term romantic relationship with.

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

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

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

## **ARTICLE 16 VACATIONS**

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

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

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

**Section 3**

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

**B.** All Bargaining unit employees may carry over no more than forty (40) hours of vacation time from one calendar year to the next.

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

**D.** Employees still in their Introductory Evaluation Period will not have access to vacation time until they have been employed with the Early Learning Center for four (4) months.

**Section 4:** All bargaining unit Employees must obtain prior approval by Management for any access to vacation time at least two (2) weeks or more in advance. At Management's sole discretion, requests for vacation time with less than two (2) weeks' notice will be considered and based on operational needs, will be approved. Management approval and/or denial of this vacation time is not subject to the grievance/arbitration procedure. Requests will be handled on a first- come, first- serve basis. When two or more Employees request the same time off on the same day, then seniority will be the determining factor. The Employee agrees to personally hand deliver to the program director or her/his designee their vacation request. The Employer agrees to respond upon receipt of the Employee's request for vacation time, but no later than five (5) working days. In the event an Employee is not able to be granted the requested time off, then they will have access to Section 5 of this Article.

**Section 5:** Any bargaining unit Employee unable to access their vacation time, due to no fault of their own, and faces losing such time, may request to carry over the time or a cash payout for this time. The decision either to allow this to be paid or carried over is at the sole discretion of the Executive

Director and may not be a matter subject to arbitration. The Executive Director reserves their right to deny an Employee's request to carry over time or for a cash payout should they determine the Employee had an opportunity to use said time and failed to do so. Their decision to deny this request may not be a matter subject to arbitration except in circumstances wherein the Employee did not have a reasonable opportunity to reschedule same.

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

## **ARTICLE 17 HEALTH INSURANCE**

**Section 1:** Employees who work thirty (30) hours or more per week will be eligible to receive health insurance coverage **Section 2:** The Employer agrees to pay the health insurance premium toward a single, double or family plan as listed below. The Employee's contribution will be the remaining balance of their health insurance premium.

Plan A: HNE Essential 500 plan

<u>Coverage Category</u>	<u>Employer<sup>3/4</sup></u>
Individual	67%
EE+ Spouse:	67%
EE + Child(ren)	68%
Family	63%

## Plan B: HMO Wise Max 2000 HDHP\*

<u>Coverage Category</u>	<u>Deductible</u>	<u>Employer%</u>
Individual	\$2000	75%
EE+ Spouse:	\$4000	75%
EE + Child(ren)	\$4000	75%
Family	\$4000	75%

\*Due to the structure of this plan, the Employer will credit the employee's pre-tax account choosing this plan B:\$1,000.00 for the contract year (\$500.00 every 6 months) towards the Individual plan and \$2,000.00 per contract year (\$1,000.00 every 6 months)towards the EE +Spouse, EE +Child(ren) and Family plans.

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

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

### **Section 5 Maternity Leave**

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

## **ARTICLE 18 LEAVE OF ABSENCE & PFML**

### **Section 1 Eligibility**

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

### **Section 2 Procedure**

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

**B.** An Employee may not work during this leave of absence during the same hours they would normally be scheduled to work at the Early Learning Center.

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

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

**E.** An Employee will be able to return to the same or similar job, without loss of benefits or seniority for which they were eligible on the day that the leave commenced, so long as they would be able to be in the same or similar position had they not gone out on leave.

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

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

### **Section 3 Maternity/Paternity Leave**

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

### **Section 4 Family Medical Leave Act (FMLA)**

All Employees who have worked for the Agency for a minimum of twelve

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

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

## **Section 5 Military Family Leave Entitlements**

*Qualified Exigency Leave* - Eligible Employees with a spouse, son, daughter, or parent on active duty or who has been notified of a call to covered active duty in the US Armed Forces, whether as a member of a regular component of the Armed Forces or as a member of the National Guard and reserves may use their twelve (12) week leave entitlement to address certain qualifying exigencies.

Qualified exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

*Military caregiver Leave* - FMLA also includes a special leave entitlement that permits eligible Employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. For purposes of this leave, an eligible Employee includes the service member's parent, spouse, son or daughter, or nearest blood relative, or individual designated as next of kin in writing by the service member.

For the purposes of Military Caregiver leave, a serious injury or illness means:

1. a serious injury or illness that was incurred by the member in line of duty on active duty; or
2. a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces and that may render the member



medically unfit to perform the duties of the member's office, grade, rank, or rating.

### **Section 6 Paid Family Medical Leave:**

Under Massachusetts PFML, you may be entitled to up to:

- 12 weeks of paid family leave in a benefit year for the birth, adoption, or foster care placement of a child; to care for a family member with a serious health condition; or because of a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces;
- 20 weeks of paid medical leave in a benefit year if they have a serious health condition that incapacitates them from work;
- 26 weeks of paid family leave in a benefit year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing consequences of a serious health condition relating to the family member's military service;
- 26 total weeks, in the aggregate, of paid family and medical leave in a single benefit year.

Any staff seeking to access this leave need to contact Human Resources to confirm eligibility and benefits available. At the time an Employee initiates the process to request PFML, the Employer will notify the Employee in writing that they can contact the Union at any point during the process for assistance.

## **ARTICLE 19 DOMESTIC VIOLENCE LEAVE OF ABSENCE**

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

Springfield Partners recognizes that victims of domestic violence, sexual assault, and stalking may suffer from physical, mental, emotional, and sexual abuse. In an effort to afford victims of domestic violence, sexual assault and stalking the ability to protect themselves and their families, and to ensure the safety of all Employees, Springfield Partners has established a policy which

allows eligible Employees to take up to fifteen (15) days leave from work in any twelve (12) month period if the Employee (or family member):

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

#### **Paid or Unpaid**

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

#### **Confidentiality**

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

### **ARTICLE 20 JURY DUTY LEAVE**

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

the Employee must:

**A.** Provide their appropriate Supervisor a copy of the summons upon receipt to serve on a jury.

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

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

## **ARTICLE 21 MILITARY DUTY**

**Section 1:** Any Employee who enlists or is drafted into the Military Service of the United States shall be treated in accordance with all applicable state and federal military leave laws.

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

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

## **ARTICLE 22 INJURIES ON THE JOB**

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

**Section 2:** Eligibility for Workers Compensation coverage begins with the

date of hire and is not subject to time limitation by the Employer.

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

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

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

## **ARTICLE 23 CHILD ABUSE REPORTING PROCEDURE**

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

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

## **ARTICLE 24 JOB DESCRIPTION**

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

## **ARTICLE 25 TIME SHEETS**

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

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

## **ARTICLE 26 PAY PROCEDURES**

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

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

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

**Section 4:** Effective immediately, all bargaining unit staff will secure direct deposit (for wages paid by the employer). Any employee who does not have a bank account will have the option of opening an account or receiving their pay on a payroll deposit card.

## **ARTICLE 27 INSPECTION OF EMPLOYEE RECORDS**

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

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

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

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

**Section 5:** A complete record of the Employee's personnel file will be kept in

a secured area, located at the Central Administration.

**Section 6:** Each Early Learning Center site will maintain an Early Learning Center file on all Early Learning Center Employees in a secured location and in compliance with DEEC regulations.

## **ARTICLE 28 EVALUATION PROCEDURE**

Employees will be evaluated at the completion of their Introductory Evaluation Period and annually thereafter. Evaluations will be used for an Employee's professional growth and may be used to support disciplinary action taken. All evaluations will include at least one (1) classroom observation.

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

## **ARTICLE 29 DISCIPLINE**

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

## **ARTICLE 30 RESIGNATION**

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

## **ARTICLE 31 NO STRIKES, NO LOCKOUTS**

**A.** It is mutually agreed by the parties hereto that throughout the life of

this Agreement there shall be no strikes, lockouts, picketing, boycotts, sympathy strikes or stoppage of work, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties. If no resolution is reached it shall be subject to the grievance and arbitration procedure. (Rights and contractual grievance and arbitration only; not interest arbitration).

- B. Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under this Agreement.

## **ARTICLE 32 ORIENTATION**

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

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

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

## **ARTICLE 33 GENERAL CONDITIONS**

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

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

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

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

(\*The Employer agrees to reimburse the cost of finger printing for new hires at the completion of their Introductory Evaluation Period (Article 3). The Employer further agrees to pay the cost of current employees' renewal fees to be fingerprinted as required by DEEC

**Section 4:** Staff are required to provide proof of complete physical exam at the time of hire and every two (2) years thereafter. The cost of the exam is to be paid by the Employee.

## **ARTICLE 34 FIRST AID KIT**

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

## **ARTICLE 35 SAFETY**

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



Both the Employer and the Employee agree to comply with the duties and responsibilities identified under the NAEYC cleaning and sanitizing chart.

Both the Employer and the Union recognize the challenges both the Center and the staff are facing during this pandemic. Accordingly, the Employer will continue to prioritize the safety of the staff and the children/families we serve by putting into effect the following safety provisions related to Covid-19:

- Employer will continue to provide medical-grade surgical masks or better to all Employees for the duration of the Covid-19 pandemic.
- Employer will continue to strive to provide KN95 masks or better to Employees during times when community transmission is “substantial” or “high” per CDC standards;
- During times when EEC and/or CDC recommends masking, the Employer will continue to enforce masking among all visitors to the Center, including parents;
- The Employee agrees to participate in and adhere to the weekly Covid-19 testing program at the Center. Any Employee calling out sick and/or are out of work on a scheduled Covid-19 testing date agrees to comply with one of the following options on that date:
  - Come to the Center to be tested;
  - Take an at home test provided by the Employer and send the Employer the results of that test via text or email on the same date; OR
  - Go to a third-party testing site and provide the report of the results to the Employer within 48 hours of the test.
- The Employer will continue to strive to make rapid testing available to Employees. The Employee agrees and understands any Covid-19 tests provided by the Employer to the Employee may only be used for employment purposes. Failure to comply with the condition that these tests be used only for employment purposes will result in the Employee having to replace the used Covid-19 test;
- The Employer will continue to enroll children when community transmission is “substantial” or “high” in accordance with EEC guidelines;
- The Employer will continue to notify staff and families and if necessary close a classroom/center in accordance with EEC guidelines; AND
- The Employer will continue to protect the privacy/confidentiality of any affected staff, families or children in accordance with CDC/EEC guidelines.

## **ARTICLE 36 DISCRIMINATION**

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

## **ARTICLE 37 ANTI-HARASSMENT**

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

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

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

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

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

**Complaint Procedures:** Each Employee must keep the workplace free of personal harassment. If an Employee is being harassed, they should tell the harasser to stop and that their advances, comments or gestures are unwelcome and offensive. If the conduct does not stop, the Employee should:

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

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

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

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

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

**EEOC:**

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

**MCAD:** The Massachusetts Commission Against Discrimination  
Boston Office  
One Ashburton Place  
Room 601  
Boston, MA 02108  
617-727-3990 413-739-2145

Springfield Office:  
436 Dwight Street  
Room 220  
Springfield, MA 01103

### **ARTICLE 38 NO INDIVIDUAL AGREEMENT**

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

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

### **ARTICLE 39 SEPARABILITY**

**Section 1:** Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or an unfair labor practice by final decision of a labor relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be constructed to replace or abridge the right of either party to appeal court of administrative decrees or decisions.

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

### **ARTICLE 40 STAFFING/SUPPLIES**

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

**Section 2:** The Employer agrees to strive to meet classroom supply requirements as prescribed by DEEC.

**Section 3:** Teachers agree to provide the Program Director with a

monthly inventory (form to be provided by Management) and Management agrees to replenish those supplies as needed.

**Section 4:** In accordance with EEC guidelines and at the sole discretion of Management, staff meetings will be scheduled two (2) hours a month with pay, to review and discuss program issues. Management will strive to schedule these meetings during work hours and with consideration to Staff's breaks, however, if necessary, Management reserves the right to schedule these meetings in-person and after the Center closes.

## **ARTICLE 41 SUBSTITUTES/TEMPORARY EMPLOYEES**

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

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

## **ARTICLE 42 HOLIDAYS**

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

*New Year's Day*  
*President's Day*  
*Memorial Day*  
*Juneteenth*  
*Labor Day*  
*Thanksgiving*

*Day after Thanksgiving*  
*Christmas Day*  
*Martin Luther King Day*  
*Patriot's Day*  
*Independence Day*

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

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

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

holiday pay.

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

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

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

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

## **ARTICLE 43 PERSONAL DAYS**

**Section 1:** Employees are eligible for twenty-four (24) hours per year after being employed by the Early Learning Center for four (4) months.

\*Unless the Employee's scheduled day is less than eight (8) hours then the personal time will be equivalent to the employee's normal work schedule.

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

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

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

## **ARTICLE 44 TRAINING**

All staff are required by DEEC to attend and successfully complete twenty (20) hours a year of professional development training. The Employer agrees to provide this training at their expense so long as the Employee attends the training on the scheduled dates provided by the Employer. Any Employees whom are unable to attend and/or complete the twenty (20) hours of training must make alternate arrangements with the Director, in advance of the training to complete the same or similar trainings missed on their own time. Payment for said training will be subject to available training funds available.

All Teachers and Lead Teachers are required to take one (1) course per year until they attain their bachelor's degree.

## **ARTICLE 45 EDUCATION/PROFESSIONAL DEVELOPMENT**

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

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

## **ARTICLE 46 RETIREMENT PLAN**

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

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

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

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

## **ARTICLE 47 LIFE AND DISABILITY INSURANCE**

### **Section 1 Short Term Disability**

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

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



## **Section 2 Life Insurance**

- A. The Employer will provide Life Insurance coverage at no cost to Employees who work at least thirty (30) hours per week and who have been employed by the Early Learning Center for four (4) months.
- B. The Employee is required to sign up for these benefits in order to be eligible for same.
- C. The benefit presently available under this plan is one year of salary up to a maximum of \$50,000.00. Since the benefits amount of this plan may change during a contract year, a copy of the plan is available at the Human Resources office for review. Notice of any changes in the amount of benefits afforded under this plan will be provided to the UAW.
- D. It is the Employee's responsibility to sign up for this benefit. Failure of the Employee to sign up for this benefit may affect their ability to access same. The Employee and the UAW agree to indemnify and hold the Employer harmless from any action and/or claim alleged by the Employee and their successor and assigns for failing to sign up for this benefit.

## **Section 3 Accidental Death and Dismemberment**

- A. The Employer will provide AD&D coverage at no cost to Employees who work at least thirty (30) hours per week and who have been employed by the Early Learning Center for four (4) months.
- B. The Employee is required to sign up for these benefits in order to be eligible for same.
- C. The benefit presently available under this plan is one year of salary up to a maximum of \$50,000.00. Since the benefits amount of this plan may change during a contract year, a copy of the plan is available at the Human Resources office for review. Notice of any changes in the amount of benefits afforded under this plan will be provided to the UAW.
- D. It is the Employee's responsibility to sign up for this benefit. Failure

- E. of the Employee to sign up for this benefit may affect their ability to access same. The Employee and the UAW agree to indemnify and hold the Employer harmless from any action and/or claim alleged by the Employee and their successor and assigns for failing to sign up for this benefit.

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

## **ARTICLE 48 LABOR/MANAGEMENT**

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

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

## **ARTICLE 49 CHILDCARE**

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

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

## **ARTICLE 50 WAGES**

### **Section 1 Starting Rates:**

Teacher Aide/Assistant	\$15.68
Kitchen Coordinator	\$15.68
Teacher	\$16.50
*Lead Teacher	\$17.60
Advanced Lead Teacher	\$18.70
Group Leader	\$17.60
Assistant Group Leader	\$15.68

Effective upon ratification by both the Union and the Board of Directors, current Employees will receive a 10% wage increase, and starting rates for Employees hired during the life of this Agreement will be raised according to the table above.

\*Any Employee hired into a Lead Teacher position must provide at a minimum proof of an Associates and/or Bachelor's degree or proof they are actively participating in a program that will result in an Associates and/or Bachelor degree.

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

At the sole discretion of Management; any teacher requested by Management to assume the duties and responsibilities of a Lead Teacher

due to an "extended" leave of absence (i.e. when an Employee is on FMLA or an approved leave of absence), will be paid a \$0.50 differential. Management's decision to pay a differential is not subject to the grievance/arbitration procedure.

## **Section 2: Retention Stipend\***

*(\*This stipend only applies during the contract period and is subject to continued grant funding.)*

Staff will receive \$125/month bonus (or a prorated amount should the Employee be terminated and/or resign from his/her position) each month throughout this contract period, subject to continued grant funding. This bonus will be paid in the last paycheck of each month.

## **Section 3: Education/Certification Bonuses\***

*(\*These bonuses only apply during this contract period and are subject to continued grant funding.)*

Staff will be eligible for the following bonuses for taking college classes and/or securing certification:

- Staff will receive a bonus in the amount of \$100 for each EEC qualification achieved. i.e. getting Teacher qualified, Lead Teacher, Director I, Director II.
- \$200 for every college course completed in early childhood education.
- \$100 for classes that are NOT early childhood education but are part of a degree program (i.e. English, Math needed to complete a degree).
- Staff who already have a Bachelor's degree, can earn a \$200 bonus for completing 3 additional CEUs from their Bachelor's degree (college education units—3 CEUs is 30 hours). Not all trainings will count, they need to be CEU level training. Any staff not currently holding a Bachelor's degree will NOT get credit for CEUs.

## **Bonus Requirements:**

- Staff must secure preapproval from Management to be eligible for the education/certification bonuses.
- At the completion of course Staff must submit their grade report to their supervisor. Only preapproved coursework with a grade of C or higher will be eligible for a bonus.
- The maximum bonus payment is \$500 per employee, per semester.

### **Additional Funding:**

Management agrees to provide the UAW with notice and agrees to meet and discuss the distribution of any additional money received by the Agency, earmarked for Daycare staff.

## **ARTICLE 51 STAFF BREAK ROOM**

Subject to space availability, the Employer agrees to set aside a break room for Employees in accordance with Covid-related social distancing regulations and guidelines.

The Employer will, subject to availability, provide a separate space that is appropriately furnished for lactating mothers (for both staff and families we serve).

## **ARTICLE 52 RESOURCE ROOM**

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

## **ARTICLE 53 CENTER CLOSING/REMOTE ASSIGNMENTS**

### **SECTION 1: Inclement Weather Closures:**

Every effort will be made to implement snow teams annually. Snow teams will be used on days that the center is open, but we expect fewer children than normal due to the weather. The Director will supply staff with the snow team list annually including how many teams, what team works first, who is on each team.

Snow teams will be activated at the discretion of the Executive Director or designee.

Staff will be notified when it is a "snow team" day. During a "snow team" staff will be expected to work according to the schedule of the day (i.e. it will be a Team A day to work, and Team B day to stay home).

All staff that are scheduled to work are expected to come in on their “snow team” day to work. Staff that call out on their scheduled “snow team” day jeopardize the ability of the Director to implement “snow teams”.

All staff that do not work on their “snow team” day must use any available vacation or personal time (sick time cannot be used for snow days). If staff do not have time available, they may choose to take the day unpaid.

Staff may choose to work on a snow day when their team is not scheduled to work, anyone that reports to work will be paid for hours worked.

#### SECTION 2: Center Delays:

The center may delay opening at the discretion of the Executive Director or designee. If the center has a delayed opening, all staff scheduled to work the day are expected to work a full 8-hour shift. (i.e., if the center opens at 8:30am, everyone will be expected to work 8:30am-5:00pm). On a case-by-case basis, with approval from the supervisor, staff may be able to leave early/at their scheduled times and use available vacation/personal time to make up the difference of the 8-hour day. If there are no children in your assigned classroom, subject to regulatory and licensing restrictions, staff will be moved as needed to other classrooms based on operational needs of the center and/or will be given the opportunity to leave and use available time, or complete other tasks assigned by Director/Designee.

All staff must get permission from a supervisor before leaving for the day.

The Director/Designee reserves the right to call staff in on their scheduled snow day based on operational needs. It is the expectation that all staff will have their phones available, will answer, and will report to work if needed.

#### SECTION 3: Remote Assignments During Closure

At the discretion of the Executive Director or a government official, the center or an individual classroom may be closed (this includes inclement weather days). On these days staff are expected to work remotely and complete any tasks assigned by the Director/Designee, consistent with their job descriptions.

Remote work includes, but is not limited to: calling parents, conducting virtual learning experiences with children, attending staff meetings, attending trainings/webinars, conducting team planning meetings, writing curriculum, completing weekly work logs and parent communication forms.

Staff are expected to be available via email and phone during scheduled work days and hours.

If at any time staff can't fulfil their remote work responsibilities, they should contact their supervisor to request the use of available time (sick, vacation, personal).

If at any time staff cannot fulfill their remote work assignment due to a lack of materials or equipment, they are to contact their supervisor for assistance and how best to address the issue.

#### SECTION 4: Payment & Assignments During An Exposure or Closure:

A. Should the Executive Director or a Government Official close the Early Learning Center or a classroom for any reason, the following shall apply:

1. For any days that the staff are assigned and complete assigned remote work, they will receive their normal pay for the full day.
2. Staff may access available paid time off (or other benefits that may be available to them) for days that they are unable to work remotely.
3. For any days that the Early Learning Center is reimbursed by EEC staff will remain on payroll provided that staff complete any/all remote work assigned to them by Director/Designee.

B. Should an employee be excluded from work by the Employer or a public health authority because he/she has tested positive or has had a possible exposure to COVID-19 or other contagious disease, or is otherwise subject to quarantine per state law or regulations, the following shall apply;

1. The employee shall have access to any accrued sick vacation, personal time and/or any other leave available, AND

2. At the discretion of Management and subject to availability the employee may request a remote work assignment and receive their regular pay.

#### SECTION 5: Early Dismissal

At the discretion of the Executive Director/Designee the Early Learning Center may close early due to inclement weather, professional development days, etc. Any staff who reports to work and stays until the end of the shortened day will receive their full rate for the day (i.e. if the Center closes at 2:00, all staff that report to work and stay until 2:00, will be paid for the full day.) Staff that do not report to work, arrive late, or leave earlier than the closing time may access available time to be paid for the day.

#### SECTION 6. Policy Compliance

Failure to comply with this policy may result in disciplinary action.

### **ARTICLE 54 IN-SERVICE TRAINING**

The Agency will provide "in-service" training at the cost of the Employer for all Early Learning Center staff. In-service training will take place throughout the year and the Agency will provide three (3) full day Program Development days and two (2) half day trainings.

### **ARTICLE 55 VISITATION**

All visitors (including the UAW), must sign in at the front desk prior to entering the Early Learning Center. No staff may release a child to an individual not authorized to pick-up the child nor signed in. Management agrees to update this list as changes occur.

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

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



## **ARTICLE 56 PERSONAL CALLS**

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

## **ARTICLE 57 DENTAL INSURANCE**

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

## **ARTICLE 58 DRUG-FREE WORKPLACE**

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

- A. The use, possession, solicitation for, or sale of narcotics, or other illegal drugs, alcohol, or prescription medication without a prescription on Agency premises or while performing an assignment on Agency time.
- B. Being impaired or under the influence of legal or illegal drugs or alcohol away from the Agency or customer premises, if such impairment or influence adversely affects the Employee's work performance, the safety of the Employee or of others, or puts at risk the Agency's reputation.
- C. Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Agency or customer premises, if such impairment or influence adversely affects the Employee's work performance, the safety of the Employee or of others, or puts at risk the Agency's reputation.
- D. The presence of any detectable amount of prohibited substances in the Employee's system while at work, while on the premises of the Agency or its customers, or while on Agency business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the Employee.

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

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

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

## **ARTICLE 59 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The agency is committed to providing all staff access to EAP. Information with regards to this program will be provided to staff.

## **ARTICLE 60 DRESS CODE**

All staff are required to report to work both hygienically and dressed in an appropriate and professional manner for an Early Learning Center setting. Staff are required to wear an Agency assigned shirt, unripped jeans, khaki pants or dress pants (NO leggings), shorts and/or skirts at or below knee level, a SPCA Early Learning Center assigned shirt and closed toed shoes or sneakers.

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

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

All Employees are required to comply with the Agency's dress code and when applicable\* must wear the Agency's uniform shirt/sweat shirt which must be visible unless Management permits otherwise.

Exclusive of Agency's events or special visits, Fridays will be a dress down day that Employees will not be required to wear the Agency's shirt, but Employees will still be subject to the Agency's dress code identified above.

All Employees will be provided four (4) Agency assigned shirts (choice of a polo or t-shirt in either long or short sleeve) and one (1) sweat shirt yearly.

New hires will be provided with the choice of four (4) Agency assigned shirts (choice of a polo or t-shirt in either long or short sleeve) and one (1) sweat shirt, at the completion of four (4) months with the Employer.

**Section 5:** Employees in their Evaluation Period are not required to wear the agency uniform unless the Employer is able to provide the Employee with the same. The Employee may voluntarily purchase their own uniform or wait until the Employee successfully completes their Evaluation Period prior to being provided with a uniform. Any Employee not wearing an Agency uniform is still subject to the Agency's dress code and must dress accordingly.

## **ARTICLE 61 UNION MEETINGS**

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

## **ARTICLE 62 DURATION**

This Agreement shall take effect February 18, 2022 and shall continue in force and effect until midnight February 18, 2023 (one year). Upon ratification of the contract, the Employer will pay staff a \$100.00 ratification bonus.

**[SIGNATURES ON FILE]**