

COLLECTIVE BARGAINING 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, 2022 – June 30, 2025

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, as well as the determination and sacrifice of many workers who came before us. 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 your union and you are not alone.

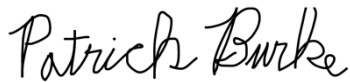
Keep this contract so that you may refer to it when the need arises. When you have a problem or question, call your union steward or your union representative.

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. Every benefit, protection, and right on the job and beyond was won by working people coming together to demand a better life. Help yourself and help others by participating in your union. 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. Remember, solidarity works.

In solidarity,



Patrick Burke
Local 2322, President
United Auto Workers

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, reach out to the union office:

UAW Local 2322
4 Open Square Way #406
Holyoke, MA 01040
800-682-0269 or 413-534-7600
info@uaw2322.org

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

TABLE OF CONTENTS

AGREEMENT	5
ARTICLE 1. MANAGEMENT’S RIGHTS.....	5
ARTICLE 2. AGENCY SERVICE FEE	5
ARTICLE 3. DUES DEDUCTIONS.....	6
ARTICLE 4. CONTINUITY OF OPERATIONS	7
ARTICLE 5. LEGAL CONFLICTS.....	7
ARTICLE 6. RECOGNITION	8
ARTICLE 7. UNION BUSINESS.....	10
ARTICLE 8. NON-DISCRIMINATION	12
ARTICLE 9. PROBATION PERIOD	13
ARTICLE 10. SENIORITY.....	13
ARTICLE 11. LAYOFFS.....	13
ARTICLE 12. LAYOFF NOTICE	15
ARTICLE 13. RECALL	15
ARTICLE 14. FILLING OF VACANCIES	16
ARTICLE 15. GRIEVANCE PROCEDURE AND ARBITRATION.....	19
ARTICLE 16. DISCIPLINE AND DISCHARGE	20
ARTICLE 17. HOURS, SCHEDULES AND OVERTIME.....	21
ARTICLE 18. JOB DESCRIPTIONS	26
ARTICLE 19. PERSONNEL RECORDS	26
ARTICLE 20. ANNUAL EVALUATIONS.....	28
ARTICLE 21. SMOKE-FREE ENVIRONMENT	28
ARTICLE 22. ATTIRE	28
ARTICLE 23. TRANSFERS AND PROMOTIONS	29
ARTICLE 24. HIRING PROCEDURES.....	30
ARTICLE 25. FUNERAL LEAVE	31
ARTICLE 26. PAID LEAVE	31

ARTICLE 27. HOLIDAYS	32
ARTICLE 28. VACATION.....	33
ARTICLE 29. PROFESSIONAL TIME.....	34
ARTICLE 30. JURY DUTY/MILITARY DUTY	37
ARTICLE 31. LEAVE OF ABSENCE, FMLA & PFML.....	37
ARTICLE 32. EMPLOYEE CHILD CARE	48
ARTICLE 33. TRAVEL	48
ARTICLE 34. SAVINGS AND RETIREMENT PROGRAM.....	48
ARTICLE 35. HEALTH, DISABILITY, LIFE AND DENTAL	49
ARTICLE 36. WAGES	51
ARTICLE 37. DIGNITY AND RESPECT	54
ARTICLE 38. GENERAL PROVISIONS	55
ARTICLE 39: HEALTH AND SAFETY	55
ARTICLE 40. BEHAVIOR RESPONSE PROTOCOL & CHILD SUPPORT PLAN.....	56
ARTICLE 41. DURATION.....	61
MEMORANDUM OF AGREEMENT NEW CHILD ORIENTATION	62
MEMORANDUM OF AGREEMENT CAMERAS	62
MEMORANDUM OF AGREEMENT PROMOTIONS AND DEMOTIONS	64

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 a 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 handwritten 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 Advanced Lead Teachers, Lead Teachers, Teachers, Aides, Bus Monitors, 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 temporary, 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. 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.

Temporary, Casual, or Student Employees: Square One may employ Temporary, Casual or Student Employees, under the following limited circumstances. 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) 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.

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. A temporary employee may not be hired more than twice a year (e.g. a college student who works at Square One during summer and winter breaks).

"Student Employees" are defined as students placed at Square One in conjunction with a student placement program. If a student ends or completes their placement program and continues working at Square One, they must be re-classified and included in the bargaining unit, unless they hold a temporary or casual job status. Students who work beyond their placement hours will be eligible for a bargaining unit position and classification would be based on their hours (e.g. part-time float).

"Casual Employees" are defined as employees who are not regularly scheduled to work at Square One and who work less than an average of ten (10) hours per week per quarter, beginning in January (e.g. retired cook who returns to Square One to fill in for vacation and emergencies). If a casual employee works more than an average of ten (10) hours per week in a quarterly period, Square One will work to process a change of status to the appropriate job classification. The Union may request hourly reports for casual employees if there is reasonable belief that a change in classification may be necessary.

Temporary and Casual Employees will be paid at the hourly rate based upon the negotiated wages in Article 36.

Such Temporary, Casual, and 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
- Personal and work email addresses
- Mailing Address
- Personal phone number
- Work site
- Date of Hire to Agency
- Date of Hire to Bargaining Unit
- Job title (consistent with the nomenclature in this Article)
- Status (on LOA, FMLA, Workers Comp etc)

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 Program or site 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 their replacements. 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 New Hires

Square One will notify the Union within three business days of any new hires to the bargaining unit, including current employees who become bargaining unit members. 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. The relevant supervisor(s) will help facilitate scheduling of the meeting to ensure there is sufficient coverage for the Employee(s). The Union will obtain a signed membership card and dues authorization form from bargaining unit members and provide copies to Human Resources.

7.4 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, with the exception of the King Street location, which shall include two representatives chosen by the bargaining unit. The Committee will also include 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 two (2) hours per meeting, as necessary. Square One will advise the Program Directors of the date of each Committee meeting. Each Committee member shall notify their Program Director of their 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.

7.5 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.

7.6 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 24 hrs. notice for meetings that would require staff coverage, unless circumstances make it impossible to do so. Advance notice is required for visits of shorter duration such as dropping off 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. After six months of successful completion of employment, Square One will reimburse employees for the cost incurred related to EEC fingerprinting.

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:

- (i) Advanced Lead Teacher
- Lead Teacher
- Teacher
- School-Age Site Coordinator
- Aide
- School-Age Group Leader
- School-Age Assistant Group Leader
- (ii) Cook and Assistant Cook
- (iii) Van Driver
- (iv) Float employees
- (v) all other Employees

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.

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 their application is received in writing within two (2) business days of their 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. Employees who are currently under a corrective action plan or performance improvement plan (PIP) are not eligible to apply for a similar position (e.g., a float teacher on a PIP could not apply for a teacher position, but could apply for a cook position).

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

Within ten (10) business days of notifying the selected candidate, Square One shall notify all other applicants from the bargaining unit that the vacancy has been filled.

14.4 Vacancies in Transportation Department

a. 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 A.M. and/or P.M. 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: Meal runs are voluntary under all conditions except when drivers are being paid in accordance with Art. 14.4g when work availability is under thirty (30) hours for all drivers. In such cases, meal runs will be required, and there will be a rotating meal run schedule determined by seniority. Square One agrees to accommodate any documented medical restrictions for meal runs. All drivers will have the option to call/wait for assistance at the beginning of the meal run and at each stop if they need assistance with heavy lifting. 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. Either side can notify the other that they are ending informal discussions.

Before filing a formal written grievance, a Union Representative and a Human Resources representative may first attempt to resolve, informally, problems or concerns involving the application or interpretation of a specific provision under this article.

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 and/or Steward, the Employee, the Human Resource Department and the Program Director or Company Designee 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 their designated representative within five (5) working days. The President/CEO or their designated representative will meet with Employee(s), the Union Steward and the Union Representative to attempt to settle the grievance within ten (10) working days of the Step 2 grievance being filed. The President/CEO or their 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 them hereunder, if within the scope of their 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 Prior to the issuance of any discipline, managers will conduct an investigation that includes the opportunity for the employees to provide their explanation for consideration. Employees will be forewarned that the interview may result in

disciplinary action and shall have the right to a union representative or steward at the interview. Employees are encouraged to cooperate with the investigation process. Investigations will be conducted in a timely manner.

16.3 Copies of all disciplinary actions involving Bargaining Unit Members shall be sent to the Union within five business days of the disciplinary action.

16.4 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. The following disciplinary actions issued after contract ratification will be retained permanently and may be considered for progressive discipline: sexual and other illegal harassment, violations of drug and alcohol-free workplace policy, workplace violence policy, and weapons prohibition policy.

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 work week 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.

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 A.M. runs require approximately the same number of

hours and each driver's P.M. 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' A.M. & P.M. schedules begin twenty minutes before the first scheduled pick up and end twenty minutes 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-run twenty (20) minute periods include fifteen (15) minute pre & post trip inspection and five (5) 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 Breaks

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 (6) 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 thirty (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 their break time with prior permission of the Program Director or designee, in the absence of the Program Director.

d. All Employees who leave the building during their break time must sign out when they leave and sign in upon their return. This requirement shall not be enforced in an arbitrary, capricious, and/or discriminatory manner.

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.

h. Employees not provided breaks will be paid “break pay,” which is equivalent to their prorated hourly rate for the amount of break time they missed. For example, an employee who misses ½ hour of their 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.

i. 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 three (3) consecutive workdays, 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.

17.6 Compensation

a. All Employees shall receive time and one-half their 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, Vacation, Sick Leave, Snow bank or Weather hours, 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 their regularly scheduled hours, but under forty (40) hours in one (1) workweek, shall be compensated at their 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 on Snow Days will be provided at King Street. Times will be based on Square One's determination of the inclement weather conditions but will operate at least 6 hours depending on the need for a delayed opening or an early closure.

(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. When snow teams are in effect, Employees will arrive at 9:30 and leave at their regularly scheduled time. Employees may voluntarily agree to longer hours for additional pay and “snow hours.”

17.7 OST Summer Work

a. As currently structured, OST 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 OST 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 OST Employees are available, the hours will be offered to OST 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 an OST 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 OST 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 OST Program, and to the terms of this Agreement, an OST Employee returning from an approved summer leave of absence will be returned to their 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 Steward or Rep 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 Human Resources Department.

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.

As representatives of Square One, employees are expected to dress in appropriate attire and to adhere to standards of grooming which represent a professional and business-like image, consistent with policies established for their work location.

The following dress and appearance rules will always apply:

- All employees must be clean and well-groomed. Grooming styles dictated by religion and ethnicity aren't restricted.
- All clothes must be work-appropriate. Clothes that are typical in workouts and outdoor activities are not allowed. Clothing with inappropriate, violent and/or offensive language or images are not allowed.
- All clothes must be in good shape. Visible rips, tears, or holes are not allowed.

Undergarments should not be visible on any employee.

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 their 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 their 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 their 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. Changes in classroom assignments within the same Center are not considered "transfers." In the event that classroom teaching assignments need to be adjusted due to enrollment changes or operational needs, the Employer will consult with teaching staff first. Before making the decision to change a classroom assignment, the Employer will consider all factors including the individual teacher's input and preferences. The Employer and the Union acknowledge that it is in the best interest of the students to consider all factors and for classroom assignments to remain stable across the academic year, whenever possible.

23.4 Employees may be asked to participate in training during their regularly scheduled work hours. Square One will arrange training at an Employee's regular work location whenever possible. If training needs to occur at a different Center location, Square One may ask the Employee to temporarily transfer for up to five (5) business days per calendar year; contingent upon the Employee's consent, Square One may ask the Employee to temporarily transfer for an additional five (5) business days per calendar year. Such Employees will receive at least two weeks' notice before a transfer, unless the Employee agrees to do it sooner. Square One will provide transportation for such employees during a temporary training transfer upon request if the transfer creates an undue hardship for the employee and their transportation situation.

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 schedule will be posted in each program location and sent to the local Union.

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

27.4 Holiday pay will be prorated based on the Employee's regularly scheduled hours.

ARTICLE 28. VACATION

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

Continuous Service with Square One:	Vacation:
Less than one (1) year	Twelve (12) days
More than one (1) year, but less than two (2) years	Fifteen (15) days
More than two (2) years, but less than three (3) years	Sixteen (16) days
More than three (3) years, but less than four (4) years	Seventeen (17) days
More than four (4) years, but less than five (5) years	Eighteen (18) days
More than five (5) years, but less than six (6) years	Nineteen (19) days
More than six (6) year, but less than seven (7) years	Twenty (20) days
More than seven (7) years, but less than eight (8) years	Twenty-one (21) days
More than eight (8) years, but less than nine (9) years	Twenty-two (22) days
More than nine (9) years, but less than ten (10) years	Twenty-four (24) days
More than ten (10) years	Twenty-five (25) days
More than 15 (fifteen) years	Twenty-six (26) days
More than 20 (twenty) years	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) hour 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 OST Site Coordinator; and five (5) hours per calendar year for OST 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 ten (10) 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. The Union and Square One will arrange alternative meetings for employees (e.g. OST 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 OST program does not close, Square One will arrange for and schedule alternative in-service opportunities for OST 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 their 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

30.1 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.

30.2 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, FMLA & PFML

31.1 a. An Employee must submit a written request to Human Resources 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. Upon receipt, Human Resources may meet with the Employee to review the request. Human Resources 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 90 days of employment 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 Human Resources Department of the anticipated date of departure and of the anticipated date of return within such twelve (12) week period. Employees 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 Massachusetts Paid Family and Medical Leave (PFML) Leave Entitlements

a. Beginning on January 1, 2021, you may be entitled to the following:

- Up to 12 weeks of paid family leave in a benefit year for the birth, adoption, or foster care placement of a child, 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.
- Up to 20 weeks of paid medical leave in a benefit year if you have a serious health condition that incapacitates you from performing the essential functions of your job.
- Up to 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.

Beginning July 1, 2021, you may be entitled to the following:

- Up to 12 weeks of paid family leave in a benefit year to care for a family member with a serious health condition as defined by the PFML Act.
- Up to 26 total weeks, in the aggregate, of paid family and medical leave in a single benefit year.

For purposes of PFML leave, a benefit year is the 52-week period beginning on the Sunday before an employee's first day of leave.

PFML leave may be taken in a continuous block, or, if medically necessary, on a reduced schedule or intermittent basis. A medical provider must certify that such reduced schedule or intermittent leave is medically necessary and the Department of Family and Medical Leave must approve such leave. Intermittent leave is not, however, available to care for a child during the first 12 months after the birth, adoption, or placement in foster care. In the case of intermittent leave, the minimum increment of time an employee may take is 4 hours. Employees taking

PFML on an intermittent basis must follow Square One's normal call out and notice procedures.

An employee who is approved for intermittent leave benefits must work with Square One to make an effort to take leave so as not to unduly disrupt the Agency's operations. For employees on an intermittent or reduced leave schedule, the employee and Square One will mutually determine a schedule including, as applicable, temporary hours and a return-to-work date. An employee must submit the requisite paperwork should their leave need to be extended. An employee who takes leave on an intermittent or reduced leave schedule and who fails to work during the agreed upon times may be subject to discipline. An employee who fails to return to work or to the employee's regular work schedule following the expiration of the leave period may be subject to discipline.

PFML leave will run concurrently with all other applicable leaves where permissible by law, including, but not limited to, parental leave and FMLA leave.

b. Benefits: An eligible employee's weekly benefit amount will be based on the employee's earnings. The current maximum benefit is \$850 per week, but is subject to change on an annual basis. Square One does not pay this benefit. It is paid by the Department of Family Medical Leave. Employee benefits may be reduced by workers' compensation benefits or long-term disability benefits.

No PFML benefits are payable during the first seven (7) consecutive calendar days of an approved initial claim for benefits. The initial seven-day waiting period for paid leave benefits will count against the total available period of leave in a benefit year. Where the approved claim involves leave on an intermittent or reduced leave schedule, the waiting period is seven (7) consecutive calendar days, not the aggregate accumulation of seven days of leave. Employees may use any accrued paid time off provided by Square One to receive pay for some or all of the waiting period or may choose to take it unpaid.

c. Substitution of Agency-Provided Accrued Paid Time Off: Employees cannot use Agency-provided paid time off (including earned sick time or vacation time) to receive additional pay during approved PFML leave. However, employees may choose to use paid time off provided by Square One instead of applying for PFML from the Department of Family and Medical Leave. Employees who use paid time off offered by the Agency for this purpose must follow the procedures outlined in the CBA, including in Art. 28 (Vacation) and Art. 26 (Paid Leave).

d. Applying for PFML Leave and Benefits: Employees must provide at least 30 days' advance notice to Human Resources of the anticipated starting date of any PFML leave, the anticipated length of the leave and the expected date of return. An employee who is unable to provide 30 days' notice due to circumstances beyond the employee's control is required to provide notice as soon as practicable and to comply with Square One's normal call-out procedures. Failure to properly comply with notice requirements may result in the leave being delayed or denied.

Employees must file claims for PFML benefits with the Department of Family and Medical Leave using the forms available on the following website:
www.mass.gov/DFML.

e. Continuation of Health Insurance: Square One will continue to provide for and contribute to your employment-related health insurance benefits, if any, at the level and under the same conditions coverage would have been provided if you had continued working continuously for the duration of such leave. An employee on PFML leave will be responsible for paying the usual employee portion of the health insurance premium. Please see section 31.8 for the process to follow to ensure continuation of health care.

f. Job Protection: Generally, if you take PFML leave you will be restored to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit and seniority as of the date you started your leave, and your absence will not count against your attendance record.

Employees may be required to provide a fitness for duty certification from a health care provider before returning to work after taking PFML leave if the absence was related to the employee's own serious health condition. Such certification must clear the employee to perform the essential functions of their position, with or without a reasonable accommodation. Employees will be notified if such a certification will be required.

Such employees will not be allowed to return to work until they provide the required certification.

g. Non-Discrimination: Square One will not discriminate or retaliate against an employee for exercising any right to which the employee is entitled under the PFML law, and it will not tolerate such discrimination or harassment in the workplace. Employees who believe they have been harassed or discriminated against for exercising their rights under the PFML law or this policy should use the

complaint procedure set forth in the Agency's anti-harassment/discrimination policy.

h. Square One agrees to incorporate the opportunity for Union assistance into their standard information letter regarding PFML.

i. For more information about PFML leave, contact the Human Resources Department or the Massachusetts Department of Family and Medical Leave at the following:

Charles F. Hurley Building
19 Staniford Street, 1st Floor
Boston, MA 02114
(617) 626-6565
www.mass.gov/DFML

31.5 Family and Medical Leave Act Policy

The Family and Medical Leave Act ("FMLA") provides eligible employees with up to twelve (12) weeks and, under certain circumstances, up to 26 weeks, of unpaid, job protected leave during each twelve (12) month period.

a. Basic Leave Entitlement: Under the FMLA, employees may be eligible to take up to twelve (12) weeks of unpaid, job-protected leave for any of the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for a newborn child after birth, or a child placed with the employee for adoption or foster care, within one (1) year of such birth or placement;
- To care for the employee's spouse, child or parent who has a serious health condition;
- Because of a serious health condition that renders the employee unable to perform the essential functions of the employee's position; and/or
- Because of a qualifying exigency arising out of the fact that the employee's spouse, child (of any age) or parent is on covered active duty or has been notified of an impending call or order to covered active duty in the U.S. Armed Forces, the National Guard or the Reserves.
Qualifying 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.

- Employees may also be eligible to take up to 26 weeks of unpaid, job-protected leave in a single twelve (12) month period in order to care for the employee's spouse, child (of any age), parent, nearest blood relative or designated next of kin who is a covered service member (as defined below). A covered service member is a current member of the Armed Forces, the National Guard or the Reserves, who has a serious injury or illness incurred or aggravated in the line of duty on active duty that may or did render the service member medically unfit to perform his or her duties, and for which the service member is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list. A covered service member includes a veteran of the Armed Forces, National Guard or Reserves, who is undergoing medical treatment, therapy or is recuperating from a serious injury or illness if the veteran was honorably discharged or released within the past five (5) years.

Spouses who are both eligible for FMLA leave and are both employed by Square One may take a combined total of twelve (12) weeks of leave during any 12-month period if the leave is taken for the birth or placement of a child, or to care for one of their parents with a serious health condition.

Spouses who are both eligible for FMLA leave and are both employed by Square One may each take up to twelve (12) weeks of FMLA leave in a 12-month period to care for a child with a serious health condition.

Spouses who are both eligible for FMLA leave and are both employed by Square One may take a combined total of 26 weeks of FMLA leave during a single 12-month period if the leave is to care for a covered service member with a qualifying serious injury or illness.

b. Eligibility Requirements: Employees are eligible to take FMLA leave if they have worked for Square One for at least one year and have worked at least 1,250 hours over the previous 12 months.

c. Calculating the Leave Year: For leave to care for a covered service member, the leave year is calculated as the single 12-month period that begins on the first day of the employee's leave.

For all other FMLA leave, the leave year is calculated as a rolling 12- month period. A “rolling 12-month period” means a 12-month period measured backward from the date an employee uses any FMLA leave.

d. Benefits and Protections: During FMLA leave, Square One will maintain your health coverage under any “group health plan” on the same terms as if you continued to work. Employees must pay their contribution toward health insurance coverage during FMLA leave and must contact the Human Resource Department. Please see Section 31.8 on how to do so. If, after your FMLA leave expires, you do not return to work, Square One is entitled to recover the cost of any payments made by Square One toward your health insurance coverage unless your failure to return to work for reasons beyond your control. Use of FMLA leave will not result in the loss of any employment benefits that accrued prior to the start of your FMLA leave.

Employees who return to work upon or before the expiration of their FMLA leave will be restored to their original position or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment unless changed business conditions make reinstatement impossible or their position has been restructured in their absence. Employees who are on FMLA leave are not entitled to any greater rights than they would otherwise have been entitled had they continued as an active employee at Square One.

Failure to return to work upon the expiration of FMLA leave without contacting the Human Resources Department prior to such expiration may be considered a voluntary resignation.

e. Definition of “Serious Health Condition”: A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a hospital or other medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the essential functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Other conditions may meet the definition of continuing treatment.

f. Medical and Other Certifications: An employee will be required to provide a doctor's certification if the leave request is:

- (1) for the employee's own serious health condition;
- (2) to care for a family member with a serious health condition;
- (3) to care for a covered service member with a qualifying serious injury or illness.

Failure to provide the requested certification in a timely manner may result in denial of the leave.

After providing the employee an opportunity to cure any deficiencies in their certification, Square One may contact the health care provider directly to clarify or authenticate a medical certification. Certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency.

Square One may require subsequent medical recertification of an ongoing condition every six (6) months in conjunction with an absence or more often to the extent permitted by law.

Fitness for Duty Certification:

Because Square One wishes to ensure the well-being of all employees, an employee returning from FMLA leave for his/her own serious health condition will need to provide a fitness for duty (FFD) certification signed by his/her health care provider confirming that the employee is able to resume work and can properly and safely perform the essential functions of the employee's job. You will be notified of this requirement in writing when your leave request is approved. An employee who fails to provide an FFD certification may not be entitled to reinstatement. FFD certifications may be required when once every 30 days when an employee returns from FMLA leave taken on an intermittent or reduced schedule basis where serious concerns exist regarding the employee's ability to resume his/her job duties safely.

g. Use of Leave: In most cases, an employee does not need to use his or her entire FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to

unduly disrupt Square One's operations. Leave due to qualifying exigencies may also be taken on an intermittent or reduced leave schedule basis. Square One does not allow employees to take FMLA leave to care for a newborn or placed child intermittently or on a reduced leave schedule.

Employees whose FMLA leave runs concurrently with parental leave may, but need not, use their paid time off to receive pay during their absence.

h. Employee Responsibilities: All requests to take FMLA leave should be submitted in writing on a "Personnel Request Form" available from your supervisor or Human Resources. Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When the need for leave is not foreseeable, or was not foreseeable at least 30 days in advance, the employee must provide as much notice as practicable once the need for leave becomes known.

Employees must submit required certifications, re-certifications, FFD forms and other documentation that may be required in connection with FMLA leave in a timely manner. Failure to do so may result in a delay or denial of leave. Employees must also provide an address and phone number where they can be reached during their leave and may be required to provide periodic updates to their supervisor as to their status while on leave.

If an employee works for another employer while on FMLA leave, during their normal Square One work hours, the employee is required to notify Square One for a timely discussion and explanation. Square One may request to meet with the employee to rectify the situation. If the situation isn't rectified within a reasonable timeline, Square One may consider termination.

i. Square One's Responsibilities: Square One will inform employees requesting leave whether they are eligible for leave under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, Square One will provide a reason for the ineligibility.

Square One will inform employees if leave will be designated as FMLA protected, and the amount of leave counted against the employee's leave entitlement. If Square One determines that the leave is not FMLA protected, it will notify the employee.

Square One will not interfere with, restrain, or deny the existence of any right provided by FMLA. Square One also will not discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

If you have any questions about FMLA leave and your FMLA rights or responsibilities, or if you do not agree with a decision Square One has made regarding your FMLA leave entitlement, please contact the Human Resource Department:

1095 Main Street
2nd floor
Springfield, MA 01103
Phone: 413-858-3117
Fax: 413-858- 3190.

j. Enforcement: An employee may file a complaint with the United States Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any other state or federal law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family and/or medical leave rights.

31.6 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 their 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.

31.7 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.

31.8 Health Insurance during other types of Leave of Absence: Square One shall pay its portion of Health Insurance premiums during the first three (3) months of an unpaid leave of absence described in Paragraph 31.6, above. The Employee is responsible for payments of their portion of such insurance during such absences, or such insurance will be canceled. To ensure continuity of health insurance coverage during a leave, the Employee must contact the following:

Human Resource Department
1095 Main St
2nd floor
Springfield, MA 01103
Phone: (413) 858-3117
Fax (413) 858-3190

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 childcare 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 childcare 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 childcare. 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 a. July 1, 2022, July 1, 2023, and July 1, 2024 each start rate will increase as shown below for all employees hired on or after that date. Starting hourly rates shall be set forth in the schedule below.

Starting Rates	1/1/2022	7/1/2022	7/1/2023	7/1/2024
Advanced Lead Teacher	\$17.25	\$19.75	\$20.25	\$20.70
OST Site Coordinator	\$15.25	\$17.46	\$17.90	\$18.30
Lead Teacher	\$15.25	\$17.46	\$17.90	\$18.30
Teacher	\$14.40	\$16.49	\$16.90	\$17.28
Van Driver	\$14.40	\$16.49	\$16.90	\$17.28
OST Group Leader	\$14.40	\$16.49	\$16.90	\$17.28
Certified Float Teacher	\$14.40	\$16.49	\$16.90	\$17.28
Qualified Float Driver	\$14.25	\$16.32	\$16.72	\$17.10
Cook	\$14.25	\$16.32	\$16.72	\$17.10
Custodian	\$14.25	\$15.53	\$15.92	\$16.28
OST Assist Group Leader	\$14.25	\$15.53	\$15.92	\$16.28
Classroom Aide	\$14.25	\$15.53	\$15.92	\$16.28
Assistant Cook	\$14.25	\$15.53	\$15.92	\$16.28

36.1 b. Prior to applying the hourly wage increase and seniority adjustment on 7/1/2022, base rates for all employees will be raised to the starting rates from 1/1/2022 listed in 31.6a if their current rates are below that number (e.g., if a currently-employed driver is making less than \$14.40, their base rate will be adjusted prior to applying any applicable wage increases).

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

Starting Rates	7/1/2022	7/1/2023	7/1/2024
Advanced Lead Teacher	14.50%	2.50%	2.25%
OST Site Coordinator	14.50%	2.50%	2.25%
Lead Teacher	14.50%	2.50%	2.25%
Teacher	14.50%	2.50%	2.25%
Van Driver	14.50%	2.50%	2.25%
OST Group Leader	14.50%	2.50%	2.25%
Certified Float Teacher	14.50%	2.50%	2.25%
Qualified Float Driver	14.50%	2.50%	2.25%
Cook	14.50%	2.50%	2.25%
Custodian	9.0%	2.50%	2.25%
OST Assist Group Leader	9.0%	2.50%	2.25%
Classroom Aide	9.0%	2.50%	2.25%
Assistant Cook	9.0%	2.50%	2.25%

b. Seniority. Employees in the bargaining unit will receive a one-time seniority adjustment to their hourly base rate of pay on July 1, 2022 equal to \$0.03 per each year of service, capped at \$0.30.

c. Education. An employee hired in the position of Advanced Lead Teacher, OST Site Coordinator, Lead Teacher, Teacher, OST Group Leader, or OST Asst. Group Leader (referred to, collectively, 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 starting rates listed above. An employee who earns their Associates Degree with at least 12 credits in Early Childhood Education during the life of this agreement will receive a one-time base rate adjustment of 2%.

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 who earns their Bachelor's degrees with at least 18 credits in Early Childhood Education during the life of this agreement will receive a one-time base rate adjustment of 5%.

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. An Employee who earns a Master's Degree in Early Childhood Education during the life of this agreement will receive a one-time base rate adjustment of 3%.

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.

d. The credits in Early Childhood Education described in Paragraph 36.1.c 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 are due only after proper documentation of the degree and credits has been received by the Human Resources Department.

e. During the term of this Agreement, if additional money directed to Employee wages, bonuses, and/or benefits becomes available from a funding source, including but not limited to retroactive rate increase(s), Square One will notify the Union in a timely manner to begin negotiations with the Union regarding the distribution of such funds for wages, bonuses, and/or benefits.

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 timecard. 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: HEALTH AND SAFETY

39.1 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 child behavior, as defined in Article 40 to the attention of the Program Director for appropriate resolution in accordance with the Health and Safety Policy and Procedure.

39.2 Health and Safety Committee: A Health & Safety committee of Bargaining Unit and non-bargaining unit employees & Square One management meets quarterly. The Committee shall include four (4) reps and (4) alternates from the bargaining unit, with the goal of selecting a representative committee across job classifications. Time spent in committee will be considered paid time.

39.3 Public Health Emergency: In the event of an official state or federal public health emergency, Square One agrees to review its policies and procedures for addressing emergency impact programs with staff and Union representatives. For the purposes of this Article, a “public health emergency” shall be recognized by the parties when declared by the United States Department of Health & Human Services or the Massachusetts Executive Office of Health and Human Services.

- a. Employees who are incapacitated as a result of a vaccination dose related to a public health emergency are eligible for paid time off for 24 hours following vaccination. Such Employees must provide three days' notice in advance of their scheduled vaccination, and they must provide proof of vaccination to be eligible for time off.

ARTICLE 40. BEHAVIOR RESPONSE PROTOCOL & CHILD SUPPORT PLAN

40.1 Goals

The purposes of the Behavior Response Protocol and Child Support Plan are to develop behavioral and educational plans for children and to ensure that educators, staff and volunteers who directly work with the child are informed of and involved in the implemented plan. Plans will be designed to support children, families, and educators by using a strength-based approach, reinforcing positive behaviors and building both child and educator skills and competencies. 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.

The Behavior Response Protocol and Child Support Plan will be instated when one or more of the following occur:

- A teacher or staff member is unable to support the child and calls for additional internal support;
- A teacher has exhausted all techniques at their disposal;
- A child's own safety is at risk;
- The child is placing others at risk.

40.2 Behavior Response Protocol

While it is understood that no rigid rules can be made because each child and situation is different, an appropriate response to such situations in the classroom will typically include one or more of the following actions:

- If a support plan is in place for the child, the educator will implement the plan and continue documentation.
- 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, the educator will place themselves in close proximity to the child until the child is able to regain self-control. The educator must also remove anything within the child's reach that is a potential danger to the child or others.
- The educator will give the child an appropriate time to calm down, using developmentally appropriate methods. The educator will talk calmly to the child and attempt to verbally soothe the child. They will have the child rejoin the group when they feel they are ready.
- If all known response techniques have been exhausted and/or if the safety of any person in the classroom is at risk, the educator will call for additional support from the Behavior Response Team (BRST) to assist in calming the child.
- The BRST will remain with the child and, if staffing within the classroom permits, the teacher until the child is able to rejoin the group, except in the case of an emergency where no other BRST member is available to handle the emergency.
- If a child is unable to successfully rejoin the classroom with intervention from the director, a member of the BRST and/or the ECMHC, the child will be sent home. Only the director, or their designee, may make the decision to send a child home.
- If a child must be sent home more than once in 5 consecutive days, a family meeting will be called. This family meeting will include; the lead teacher, the director, the ECMHC, and a family member. The director and/or ECMHC may determine that the child may not return to the program until the family meeting occurs.

40 3 Behavior Response Team (BRST):

- a. An educator will call for additional support from a member of the BRST when it is needed based on the protocol above.
- b. The BRST will include the Director, the Assistant Director, ECMHC, and trained staff. Trained staff will only be called for support when all other members of the BRST are unavailable.
- c. The following are examples of behavior that may trigger a call for support and will be documented:
 - Throwing / Climbing / Jumping from Furniture;

- Running out of the room;
- Disrobing;
- Any behavior when a child is harming themselves or others, and the educator is unable to redirect or de-escalate the child (e.g., hitting, kicking, throwing toys, biting).
- Spitting, in conjunction with the behaviors listed above.

d. When support arrives in the classroom, they will observe the situation and guide or support the teaching team in de-escalating, re-directing, and/or supporting the child's self-regulation skills. When a child is exhibiting behavior listed in 14.3c, the BRST member present in the room may provide suggestions and techniques to the staff until a support plan can be developed.

40.4 Documentation

a. Timely documentation is essential to the implementation of any supports for the child and/or teacher.

b. Using the documentation checklist, teachers will document each incident where: a teacher or staff member is unable to support the child and calls for additional internal support; a teacher has exhausted all techniques at their disposal; a child's own safety is at risk; or the child is placing others at risk.

c. When a teacher completes any documentation, resulting from the bullet points above, it must be delivered to the Cornerstone Mailbox by the end of the day in which the behavior occurred.

d. The Square One director will review each incident and depending on the severity of the incident may meet with the teachers, families and other professionals to develop and implement strategies to support children, families and staff in addressing the child's needs.

e. If the teacher feels as if the child and/or teaching team is not receiving support in response to continued documentation, the teacher will first contact ECMHC. If the problem persists, the teacher may contact the Director and, if needed, the Vice President of Early Education and Care Programs, or their designee.

40.5 Support Plan

When documentation is completed, the following will occur:

- The director and/or ECMHC may observe the classroom. This observation includes observing the children, staff and environment. It is important to gather a full picture of what is occurring in the classroom.
- Every two weeks the center director and ECHMC will meet to review all documentation.
- Depending on the situation a review may occur sooner than the 2-week time period.
- This review will determine the next steps. These steps may involve one or more of the following:
 - Meeting with classroom teachers to discuss the behaviors;
 - Meeting with family members & classroom teachers to discuss the behaviors. If the family refuses to participate in meetings, the child may be suspended.
 - Development of a support plan to be implemented in the classroom and/or at home, (the support plan is developed with input from the classroom teachers and families;
 - Training for classroom staff to implement the support plan (if needed).
- Every two weeks' teaching team (at a minimum lead teacher) will meet with the director and/or ECMHC to review how the plan is working and what, if any, changes need to be made.
- Prior to the development of the support plan, the teaching team may be given strategies to follow to support the child in the learning environment. It is expected that staff will follow the strategies given, continue to document and bring feedback to the next meeting.
- Once a support plan is developed, it is expected that staff will implement the plan, continue to document, and bring feedback to any/all meetings.
- This cycle will continue, with modifications as needed, unless it is determined by the ECMHC, and center director, that a Square One classroom is not the correct placement for the child. Square One will work with the family to find an alternative, more suitable placement. If, at any time in the process, it is determined by the ECMHC, and center director, that a Square One classroom is not the correct placement for the child, Square One will work with the family to find an alternative, more suitable placement.

40.6 Prohibited Responses

The following are prohibited by The Department of Early Education and Care 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.

40.7 Injury and Medical Property Damage

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. Both employee and supervisor will complete worker compensation incident forms, as soon as possible, and a claim will be filed by Human Resources. Any personal medical property (such as glasses, hearing aids, medical bracelets) damaged as a result of a child's behavior will be replaced at replacement cost by Square One. Square One will not offer replacement costs for jewelry or other non-essential items.

40.8 Van Drivers

When responding to behavior on a van, drivers will prioritize the safety of everyone in the vehicle. Drivers will report incidents involving child behavior to the Director of Transportation. Square One will work with each family on a case-by-case basis when responding to van behavior.

40.9 Modifications to Plan

This plan may be modified to meet current research, best practice, and/or EEC regulations, if needed, within the life of the contract. Any modifications to this plan will be negotiated with the Union.

ARTICLE 41. DURATION

This Agreement shall become effective as of July 1, 2022 and shall continue in full force and effect through June 30, 2025. 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, 2025, 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, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers and representatives as of December 9, 2022.

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

Amy Fehr, UAW Local 2322 Representative
Joselito Claudio
Pamela Curto
Ann Lafreniere

SPRINGFIELD DAY NURSERY CORPORATION (Square One)

Dawn DiStefano, President & CEO

[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)

J. Brooks Ballenger
Elisa Vicente
Pamela Curto
Ann Lafreniere

SPRINGFIELD DAY NURSERY CORPORATION (Square One)

Karen Smith

[signatures on file] 8/12/16

**MEMORANDUM OF AGREEMENT
CAMERAS**

WHEREAS, Springfield Day Nursery Corporation (“Square One”), through its Board of Directors, and the United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO and the UAW, Local 2322 (the “Union”) and Parties to a Collective Bargaining Agreement (“CBA”);

WHEREAS, Square One has expressed a plan to install two cameras in the hallways at the King St. worksite with the stated purpose to enhance safety of the Center;

WHEREAS, Square One and the Union have met to negotiate the impacts of these installation of cameras;

WHEREAS, the Parties agree that it is in the best interest of all concerned to establish clarity and written agreement around the use, location of, and impacts on Employees of the cameras in question and of any future cameras;

NOW, THEREFORE, Square One and the Union agree to the following:

1. Cameras will be allowed in common areas such as parking lots, entrances/exits, hallways, stairwells, and general office areas, as well as in company owned transportation vehicles.
2. All employees will receive notification of the existence, additions, and purposes of the cameras at time of hire and prior to the installation of any additional cameras.
3. Authorized access to the video will only be given to executive SQ1 managers (CEO, CFO, HRD) and IT staff, as well as the Union (pursuant to Items 6 and 7 below).
4. Video will be stored for no more than thirty (30) days before it is automatically deleted.
5. Video will not be monitored regularly or randomly. It is for potential use in live-time safety emergencies, or reference following allegations of major safety violations, abuse, or theft.
6. SQ1 managers and Union representatives can use video clips to support or dispel situations of interpersonal conflicts/behavior of staff, vendors, visitors, parents, or children.
7. The Union can request video clips by identifying alleged actions/behaviors along with specific dates and time. SQ1 will respond to such requests within ten business days, or sooner if the footage is set to be deleted earlier, per the timeframe outlined in Item 4.

If, while viewing for the above purposes in Items 5 and 6 incidental violations are discovered, the violation may only be addressed as a counseling with the offender, and will not result in disciplinary action, unless it is a violation for which the employee has received a disciplinary notice within the last 12 months. However, serious violations, such as those addressed in Item 5 above, and those which require mandatory reporting will be pursued. When pursuing discipline, the clarity of the camera footage (including, but not limited to, camera angles or video resolution) shall be considered when determining the validity of this evidence.

8. The language in this MOA will become memorialized as a new Article in the next CBA, estimated to go into effect for July 1, 2025.
9. Square One is allowed to review one van run per month, to review for

MA state law and EEC compliance. The random run will be selected by a union rep and a Square One manager, both of whom will review the video

10. This MOA will render the 2018 MOA between Square One and the Union regarding cameras in vans null and void.

[signatures on file] 4/6/2023

MEMORANDUM OF AGREEMENT PROMOTIONS AND DEMOTIONS

Springfield Day Nursery Corporation (“Square One”) and the United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO and its Local 23222 (“Union”) agree to the following policies regarding promotions and demotions.

These policies will go into effect on March 23, 2023 and it will impact wage increases and decreases for promotions and demotions, respectively, after that date. Current employees will not see a change to their hourly rate, regardless of previous promotions or demotions, unless a change to their job title or classification occurred after March 23, 2023. For Employees currently subject to (5), below, Square One will notify both the Employee and the Union of their status and the requirements for maintaining their current rate of pay.

1. **Definitions.** For the purposes of this Agreement, a “promotion” shall be defined as an Employee taking on a job position with a higher starting rate than their current position. A “demotion” and “voluntary transfer to lower position” shall be defined as an Employee taking on a job position with a lower starting rate than their current position. “Current rate of pay” refers to an Employee’s hourly wage, inclusive of any accumulated years of service supplements, before the promotion or demotion has occurred. “Prior position” refers to the position the Employee held before receiving a promotion or demotion. “New Position” refers to the position into which the Employee is being promoted or demoted.
2. **Promotions.** The hourly rate for an employee who receives a promotion within the same job classification, as defined in 11.4(a), shall be calculated as the minimum starting rate of the new position OR the

Employee's current rate of pay plus the difference between the prior position and the new position's starting rate, whichever is higher.

3. **Promotions.** The hourly rate for an employee who receives a promotion between different job classifications, as defined in 11.4(a), shall be the minimum starting rate for the new position plus the difference between the Employee's current rate and the minimum starting rate for their prior position OR the minimum starting rate for the new position plus their accumulated years of service supplements, whichever is higher.
4. **Demotions / Voluntary Transfer to Lower Position.** The hourly rate for an employee who receives a demotion or voluntary transfer to a lower position within the same job classification or between classifications, as defined in 11.4(a), shall be calculated as the Employee's current hourly rate minus the difference between the starting rates of the old position and new position.
 1. Employees seeking a voluntary transfer to a lower position are subject to the language in 14.2 (Filling of Vacancies), including preferential hiring for full- or part-time employees based on seniority as outlined in 14.2(b) and 14.2(c).
 2. Employees seeking a voluntary transfer to a lower position are subject to the language in 36.9.
5. **Involuntary Demotions.** Employees involuntarily moved from Advanced or Lead Teacher to Teacher, due to staffing adjustments, will not have their wage affected until a future opening occurs. Upon a future opening occurring and the Employee choosing to accept a lower position, their rate would be adjusted according to (4), above. This Agreement is inclusive of the rights outlined in 23.2(c).
6. If Square One holds a bidding process for scheduling and classroom assignments, Employees may bid for a position higher or lower than their current position, based on seniority. Their wages would be adjusted according to the above. Employees involuntarily demoted within the bidding process would be subject to (5), above.

[signatures on file] 3/21/2023

