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AGREEMENT BETWEEN
TRI-COUNTY CHILD & FAMILY DEVELOPMENT COUNCIL, INC.
AND
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION
LOCAL 431

June 1, 2023-May 31, 2026

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AGREEMENT

Articles of Agreement entered into by and between Tri-County Child & Family Development Council, Inc., hereinafter referred to as "Employer" and Local #431, affiliated with the United Food and Commercial Workers, AFL-CIO & CLC, hereinafter called the "Union".

ARTICLE 1
Intent and Purpose

The Employer and the Union agree that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to maintain and increase efficiency and quality of service and to express complete agreement between parties.

ARTICLE 2
Recognition of Union

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for wages, hours, and other conditions of employment for all full-time and regular part-time Head Start program and maintenance employees; including all education, nutrition, social service employees in the Head Start Program, and including any expansions or extensions thereof and its existing satellite centers except those employees specifically excluded. Employees in either new programs initiated by Employer or expansions or extensions of existing programs in geographic area outside Black Hawk and Buchanan Counties are not included within the bargaining unit. The Union shall not be prevented from organizing any employees in said extensions, expansions or new programs through normal legal procedures. Such extensions, expansions or programs shall not adversely affect bargaining unit employees.

Section 2. Those excluded are: Temporary part-time and temporary full-time employees, outside contracted persons, Directors, Supervisors, Managers, Fiscal Personnel, Personnel Management, Clerical Positions, Administrative Staff, other supervising positions including Support Staff in all such excluded positions and all other confidential positions as defined by the Taft Act and NLRB rules.

ARTICLE 3
Non-Discrimination Clause

Section 1. The Employer and Union agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, age, national origin, religion, physical or mental handicap or veteran's status or any other status or condition protected by applicable state or federal laws. This shall not be interpreted to prohibit consideration of any bona fide occupational qualification in hiring and promotion.

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Section 2. The Employer and Union agree that equal opportunity in employment is a mutually desired goal and the parties will cooperate in the implementation of that goal through affirmative action programs.

Section 3. There shall be no discrimination in employment by the Employer and the Union toward any employee because of their membership in, or non-membership in the Union. The parties will not discriminate against any employee for participation or non-participation in Union affairs and/or activities.

ARTICLE 4
Employer Rights

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have the exclusive power, duty, and right, including, but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the agency; discipline, suspend or discharge employees for proper cause; develop and enforce reasonable rules for employee discipline; maintain the efficiency of agency operations; schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; determine what work or services shall be purchased or performed by the unit employees; to alter position descriptions; require further training of employees; change or eliminate existing methods, means, assignments, and personnel by which the Employer's operations are to be conducted; take such actions as may be necessary to carry out the missions of the agency; initiate, prepare, and administer its budget; and exercise all other powers and duties granted to the Employer by law.

ARTICLE 5
Employer – Union Cooperation

Section 1. The Union and Employer agree to cooperate in Employer's operations in providing services for the students and parents in Employer's programs and courteous and fair treatment of students, parents, other persons with business relationships with Employer and the general public.

Section 2. The Union and Employer agree to cooperate in correcting inefficiencies and endorse the theory of corrective discipline in appropriate cases.

Section 3. The Union and Employer agree to cooperate in maintaining a good working relationship with and among employees.

Section 4. The Union recognizes the necessity for the Employer to have, adopt, and from time to time, modify reasonable work rules, including rules which allow the immediate discharge of any employee without warning in appropriate cases. Said rules may allow for drug and alcohol testing as permitted by law. Except in cases of emergencies, changes in written work rules shall

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be effective only upon furnishing a copy thereof to the Union, at least seven (7) calendar days prior to the effective date of the new or amended rule.

Section 5. The Employer shall issue all attendance-related discipline within sixty (60) calendar days of the occurrence that triggered the disciplinary action.

Section 6. The Employer shall not discharge or discipline any employee without just cause as it reasonably determines under its application of work rules.

Section 7. The grievance procedures set forth in the Agreement applies to disciplinary procedures prescribed by Employer. In the case of a suspension or termination, the disciplined employee shall have the right to have a Union Steward in the disciplinary meeting if the employee desires.

Section 8. A Steward will receive, either in hard copy or by email, a copy of all written disciplinary actions.

ARTICLE 6
Union Visitation

Section 1. Duly authorized Business Representatives of the Union and/or the International Union Representatives may visit with employees with regard to Union matters on the Employer's premises, provided that such be at a reasonable time and shall not interfere with the employee's work or Employer's operation. The Union shall provide notice of the intended on-site visit with an employee via telephone, facsimile transmission, or e-mail to the Human Resources Director or the Human Resources Director's Designee at least twenty-four (24) hours in advance of the proposed visit. The Business Agent of the Union shall have access to review the Employer's payroll records of bargaining unit employees and time cards on location in the investigation of a grievance pertaining to payroll to assure compliance with the labor agreement. Written statements of Union visits will be kept on file by the Employer.

Section 2. Newly hired employees shall be given a brochure during the orientation process that is provided by the Union and pre-approved by the employer.

Section 3. The Union may schedule optional meetings, up to twenty minutes in length, with employees during pre-service days. Such meetings must be scheduled during non-contact time with children and they shall not interfere with professional development activities or other Employer-led meetings. The Union shall contact the Human Resources Director or Human Resources Director's Designee to coordinate a time for any desired pre-service day meetings so that the parties can ensure that these conditions are met. The Union shall make this contact at least fourteen (14) days in advance of pre-service days.

ARTICLE 7
Bulletin Boards

The Employer utilizes an electronic bulletin board through ADP for posting Employer's notices and other information. The Employer agrees to post on the electronic bulletin board, upon request by the Union, such matters as Union business, meeting notices, social affairs,

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recreational affairs, and Union elections and appointments. The Union Steward shall provide to the Human Resources Director or the Human Resources Director's Designee the document or other information it desires to have posted electronically. At the same time, the Union Steward shall tell the Human Resources Director how long the post should remain on the bulletin board. The Human Resources Director shall ensure the document/information is posted within five work days.

ARTICLE 8
Dues Check Off

Section 1. The Employer agrees to check off initiation fees and monthly dues, VDBF, and Active Ballot Club, on the basis of individually signed, voluntary check-off authorizations; the authorizations shall comply with the laws of the State of Iowa. The Employer shall remit the said initiation fees and monthly dues to the Financial Secretary of the Union within ten (10) days after the paycheck is issued each month.

Section 2. In the event an employee would not receive a paycheck the first pay period of the month, the Employer agrees to pick up the necessary deductions from other checks the employee receives that month if Union dues are payable in accordance with guidelines that Union shall provide to the Employer. The Union shall hold the Employer harmless against any claims made against it as a result of said withholding.

ARTICLE 9
No Strike – No Lockout

Section 1. The parties agree that during the term of this Agreement, neither the Union, its Officers or Agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, picketing, individual boycotting, sit-ins, mass resignations, mass absenteeism, work stoppage, or any such related activities.

Section 2. The Employer will not engage in a lockout during the term of this Agreement.

ARTICLE 10
Definitions

For the purposes of this Contract the following definition of terms shall govern:

1. Continuous employment – consecutive employment during the regularly scheduled program year of the program for which the employee has been hired.
2. Days worked – days actually in attendance at assigned work site performing duties for which the employee was hired for the scheduled hours of employment, including training and other in-service days, and paid annual leave and paid personal days.

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3. Part Year Employees – employees who are assigned to work in a program that is not scheduled to operate year-round.
4. Probationary Full-time employees – individuals who have a regularly scheduled thirty (30) hour work week, whose employment is not time-limited, and who have not successfully completed their probationary period.
5. Probationary Part-time employees – individuals who have a regularly scheduled work week of less than thirty (30) hours, whose employment is not time-limited, and who have not successfully completed their probationary period.
6. Regular full-time employees – individuals who have a regularly scheduled thirty (30) hour work week, whose employment is not time-limited, and who have successfully completed their probationary period.
7. Regular part-time employees – individuals who have a regularly scheduled work week of less than thirty (30) hours, whose employment is not time-limited, and who have successfully completed their probationary period.
8. School Year – The period of June 1 through May 31 for full year employees; and the period from the date school begins for the fall term, including in-service days prior to the first day children attend classes, which shall normally be in August, through the last day of the spring term, including in-service days after the last day children attend classes, for part year employees.
9. Service Day – days actually worked (including training and in-service days), snow and make-up days, and days on jury duty. No other days shall be considered service days.
10. Set up and tear down time – time at the beginning and end of the work day scheduled for the purpose of setting up and tearing down class rooms that are located in sites where the rooms are used for other purposes and/or by other entities when not in use by Employer.
11. Substitute Employees – temporary employees who work on an as-needed short-term basis who have worked fewer than thirty (30) consecutive days for the same person.
12. Temporary full-time employees – Individuals who have a regularly schedule thirty (30) hour work week whose employment is limited in duration.
13. Temporary part-time employees – individuals who have a regularly scheduled work week of less than thirty (30) hours whose employment is limited in duration.
14. Full Year Employee – employees who are assigned to work in a program that is scheduled to operate year-round.
15. Work day – regularly scheduled hours of employment.
16. Work week – regularly scheduled work days from Saturday through Friday.

ARTICLE 11
Position Posting for Vacancies

Section 1. When a new position or vacancy is created or permanent position or vacancy exists which requires a bargaining unit employee, the vacant position shall be posted for a period of five (5) working days on ADP and a notice shall be sent to all employees via their work email address. Employees who wish to receive notices during the summer break on their personal email address will make a request in writing which writing shall include their personal email address. If an employee does not have an active e-mail address, the employee may make a written request to the Human Resource Director to receive written notice, which notice shall then

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be given by hand-delivery or by placing a notice in the U.S. Mail at the employee's address of record on the first day of posting.

The notice shall state the position category, rate of pay, scheduled work hours per week, shift, and the initial site location of the position. The notice shall also state the date the opening has been posted and the date it closes. A position bid by an employee shall be made in writing within that period of time.

Section 2. Employer may temporarily fill a vacancy by asking the most senior and forcing the least senior qualified employee until a permanent bid is made.

Section 3. When the filling of a vacancy through the bidding procedure causes another vacancy which requires a bargaining unit employee, the resulting vacancy shall be filled through the bidding procedure.

Section 4. Unless the bid is a voluntary bid to a lower-paying position made on or after June 1, 2008, if the employee's hourly rate of pay immediately prior to moving to the bid position was greater than the said rate for the bid position, said employee shall be maintained at the employee's old rate until the pay rate for the bid position reaches the level of the previous pay rate (if ever). In such instances, said employee shall receive no increases in rate of pay until said level is attained, except that such employee will receive any general cost of living pay increase for the bid position (exclusive of step increases) after two (2) full years in the new position. A bid will be considered voluntary for the purposes of this section unless the employee is not eligible to continue in the employee's current position due to the Employer's change in the educational requirements for that position.

ARTICLE 12
New Employees

Section 1. All job offers are made contingent on the individual passing a pre-employment physical that is compliant with DHS requirements. The Employer shall be responsible for arranging such physical with Allen Occupational Health. The Employer shall pay Allen Occupational Health for completing the pre-employment physical.

Section 2. New employees shall be on a probationary trial period, and may be discharged during the probationary trial period by the Employer without the necessity for establishing cause or any other excuse. The probationary trial period shall be ninety (90) calendar days. Absence from work for whatever reason during the probationary trial period shall automatically extend said probationary trial period for a time equal to the absence.

Section 3. If the Employer has a question concerning the qualifications or performance of a new employee, it may extend the probationary period for up to an additional forty-five calendar days with notice to the Union.

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Section 4. Probationary employees are eligible for Worker's Compensation, Social Security, PTO, and paid holidays effective the date of hire. Probationary employees are eligible for life insurance, health insurance and dental insurance the first day of the month following the employee's date of hire. After the employee has successfully completed the probationary period, all other terms and provisions of this Agreement shall apply.

Section 5. Unless waived by Employer on an annual basis for specific employee(s), no one will be employed or promoted to a position, unless that person holds the requisite educational degree. Unless waived at the discretion of the Employer for good cause shown, all employees will hold such credentials by the applicable date.

ARTICLE 13
Seniority

Section 1. Seniority is defined in two categories: (1) as length of continuous service in the bargaining unit with the Employer beginning with the employee's most recent date of hire (Bargaining Unit Seniority), and (2) as length of service beginning with the employee's successful bid to a new position classification (Position Classification Seniority). In the event two or more employees have the same original date of employment, seniority of one as against the other(s) shall be determined by the last four (4) digits of the social security number, with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2. Upon request, the Employer agrees to furnish a current seniority list to include rate of pay, position classification, and date of hire.

Section 3. A temporary transfer shall not exceed one week. Non-temporary transfers amongst centers will be based on Position Classification Seniority, except when the purposes and functions of the Head Start program and/or the required qualifications of the particular position involved require otherwise.

Section 4. Any employee whose employment position with Employer has been removed from the bargaining unit and who either voluntarily or involuntarily, except for cause, vacates that position, shall be allowed to use his/her bargaining unit seniority to bump another employee in the bargaining unit from a position for which that bumping employee is then qualified. Said bumping rights for each such employee shall terminate for each such employee at the end of the period commencing with the effective date of the Agreement removing the employee from the bargaining unit and ending either at the end of a period equivalent to the length of that employee's bargaining unit seniority or after five (5) years, whichever is the shorter period. There shall be no "bumping" except as specified herein.

Section 5. An employee's seniority shall not take precedence over educational or other qualifications for any purpose under this Agreement. (Example: Employer shall be entitled to hire an employee from outside the bargaining unit although an existing bargaining unit employee may have bid on the position when that existing employee does not meet the Employer' specified qualifications.)

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ARTICLE 14
Payroll

Section 1. The pay period for all employees will remain the same biweekly.

Section 2. If the date of payment falls on a holiday, the date of payment will be the date reasonably determined by the Employer under all the circumstances then existing, provided said date shall be no more than two (2) administrative staff work days before or after the usual date of payment.

Section 3. Through ADP portal, the Employer will furnish the employee with a record of hours worked, total earnings, rate of pay, and all deductions with every pay check in addition to the annual statement of earnings.

ARTICLE 15
Wages

The basic hourly wage of each employee covered by this agreement shall be determined in accordance with the compensation schedules attached hereto and made a part of this Agreement.

Each new employee shall be placed on the compensation schedule at the proper step and in the proper educational column for the particular position as determined by this Agreement.

Each continuing employee shall be placed in the appropriate column on the schedule based on years of service, except for years of service for which step increases were withheld. If an employee's current rate of pay is higher than the rate of his or her step and column, he or she will remain at that step until his or her rate of pay and step come into agreement.

Each continuing employee who has not reached the maximum for his or her educational column classification shall advance one vertical step for each full year of experience with this agency and in that position except persons who do not receive salary increases because of probation or suspension as a result of administrative action.

Employees who are at the maximum for their educational column shall receive increases only as negotiated between the Union and the Employer.

An employee who has attained a Master's Degree in a field which is directly related to the qualifications for their employment shall be paid based on the pay scale for a Master's Degree. Licensed teachers shall also be placed in the Master's column on the teacher scale. If the licensed teacher does not maintain their license, they will move to the BA column on the teacher scale.

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Employer shall move all employees one vertical step effective June 1, 2023. This shall be a one-time step increase.

Employees who have been designated as the Center Closer for the day shall receive an additional $1.00 per hour shift differential for hours actually on the job.

The employee designated as On-Site Coordinator shall be paid $.35 per hour above their regular hourly wage at Employer sites where Employer has one classroom and $.40 per hour above their hourly wage at Employer sites where Employer has more than one classroom, and shall be evaluated quarterly on performance of their responsibilities as On-Site Coordinator. Persons designated On-Site Coordinator must meet the licensing code requirements for the position and shall be assigned by the Employer without regard for seniority. On-Site Coordinators shall be designated only at Employer sites which are required by licensing code to have an On-Site Coordinator provided by the employer.

Employees on the salary schedules who qualify to be moved from one educational column shall be moved to the appropriate step of the appropriate column as follows:

1. Advancements shall be horizontally to the appropriate column, effective with the first day of the pay period following the Employer's receipt of all documentation required as evidence of such advancement.
2. Employees must file official documentation of additional educational credit with the Employer for pay adjustments. Pay adjustments will be prospective only, beginning with the pay period following the Employer's receipt of all documentation required hereunder.

All wage adjustments shall be applied to wage schedules as negotiated with the Union. Employees shall continue to move from step to step as per this Agreement.

The parties to the contract agree to open the Agreement in the event that monies are made available to the agency for wage adjustment. The negotiations will be solely for the purpose of negotiating wage adjustments.

All increases are subject to availability of funds in the budget year affected. If any provisions of the wage article jeopardize the receipt of any funds by the Employer, the provisions of this article shall, insofar as funding is jeopardized, be deemed inoperable.

Employer has the right to determine and pay incentives and/or bonuses at any time.

ARTICLE 16
Trial Period

Section 1. A trial period of thirty (30) days may be employed when an employee transfers to a new position. An employee may disqualify himself/herself during the trial period. Absence from work for whatever reason during the trial period may extend the trial period.

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Section 2. An employee bidding from a part-time position to a full-time position shall be subject to a ninety (90) day trial period and the wage rate and benefits of the new position shall become effective on completion of the ninety (90) day trial period.

Section 3. An employee in a trial period shall not forfeit any benefits or seniority except that an employee who has bid to a lower paying position shall be paid at the wage rate for the bid position.

Section 4. After a successful trial period, the employee shall receive a wage rate within the range of that position classification, retroactive to the first day worked in the new position. If the trial period is not successfully completed, the employee shall be returned to the employee's former position and maintained at the current pay grade.

ARTICLE 17
Equal Pay and Higher Rated Positions

Section 1. Employees required to fill a higher rated position on a temporary basis will receive the entry level pay of that position, not to be less than the employee's current rate, for all time worked on that position. A higher-rated position will be the position with the higher entry-level rate plus education-based advancement. Unless the employee is already being paid at a higher rate of pay due to a bid-down under Article 11, if an employee is filling a position on a temporary basis for which the employee does not meet the requisite minimum educational requirements for a period of ten or more working days and the employee is fulfilling all of the essential functions of that position, that employee shall be paid the employee's current rate of pay, plus $1.00 per hour, for all time worked in that position beginning the eleventh day. Unless the employee is already being paid at a higher rate of pay due to a bid-down under Article 11, if an employee is filling a position on a temporary basis for which the employee does not meet the requisite minimum educational requirements for a period of ten or more working days and the employee is fulfilling at least half, but not all, of the essential functions of that position, that employee shall be paid the employee's current rate of pay, plus $.50 per hour, for all time worked in that position beginning the eleventh day.

Section 2. Employees required to fill a lower-rated position on a temporary basis will receive their regular rate.

Section 3. An employee bidding to a higher-rated position on a permanent basis will receive a wage rate according to the applicable schedule, based on the employee's education and position classification seniority.

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ARTICLE 18
Child Development Associate Credential

Section 1. The Employer will reimburse employees for the initial Child Development Associate (CDA) credential application fee and/or renewal CDA credential application fees for any employee seeking a CDA credential or renewing a CDA credential.

Section 2. Any employee seeking reimbursement for an initial CDA credential application fee or renewal CDA credential application fee must submit proof of payment to the Human Resources Director or the Human Resources Director's Designee.

Section 3. When a TEACH scholarship is available, Employer will assist any interested employee to obtain the initial CDA through use of the TEACH scholarship. The employee is responsible for maintaining and renewing the CDA credential once it has been earned subject to the provision of this Article.

Section 4. Employees shall be responsible for all continuing education requirements for maintaining the CDA credential.

ARTICLE 19
Break Period

Section 1. There will be a thirty (30) minute unpaid lunch break during the scheduled work day to be taken on employee's own time, except instructional staff.

Section 2. There will either be two fifteen minute rest breaks or one thirty minute rest break for employees who work six or more hours. There will be one fifteen (15) minute break for employees working at least four (4) but less than six (6) hours.

Section 3. There will be a minimum of a thirty (30) minute unpaid lunch break on all working days when the children are not present up to a maximum of a sixty (60) minute unpaid lunch break on professional development days.

ARTICLE 20
Paid Time Off

Section 1. The Employer shall provide eligible employees paid time off (PTO) in accordance with this policy. PTO is earned each pay period by eligible employees, with the amount dependent upon length of service (see Section 3 below). As an employee earns PTO hours, the earned hours are credited to the employee's PTO bank. When an employee takes time off, the hours are reduced from the employee's PTO bank. Paid hours absent from regularly scheduled work, including medical and dental appointments, personal business, vacation and illnesses, will be charged to available PTO unless a separate policy is applicable (e.g. Article 16 - Funeral Leave). PTO may not be used for missed time because an employee is tardy to work.

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Section 2. Employees shall accrue PTO during any hour compensable by Employer. For example, Employees will accrue PTO during any paid holiday, paid Emergency Closure day, paid funeral leave, etc. Employee will not accrue PTO during any unpaid time off.

Section 3. Employees shall accrue PTO at the following rates:

Years of Service Completed	*Accrual Rate*
0-1	.06 hours/hour compensated
2-4	.08 hours/hour compensated
5-14	.1 hours/hour compensated
15+	.12 hours/hour compensated

Section 4. Full year employees may carry over up to 200 hours of accrued, but unused PTO each calendar year. Part year employees may carry over up to 120 hours of accrued, but unused PTO each calendar year.

Section 5. Accrual of PTO stops for a full year employee when the employee reaches 320 hours in their leave bank. As the employee uses PTO, the accrual will begin again, continuing until the employee reaches 320 hours.

Section 6. Accrual of PTO stops for a part year employee when the employee reaches 240 hours in their leave bank. As the employee uses PTO, the accrual will begin again, continuing until the employee reaches 240 hours.

Section 7. Full year employees shall have the opportunity to sell back up to 120 hours of accrued, but unused PTO once each calendar year. Part year employees shall have the opportunity to sell back up to 80 hours of accrued, but unused PTO once each calendar year. Upon completion of a sell back, Employees shall retain a minimum of 80 hours in their PTO bank. For example, if an employee has 115 hours in their PTO bank, they can sell back up to 35 hours of accrued, but unused, PTO.

An employee's eligibility to sell back PTO shall be based on their PTO bank as of December 1 of each calendar year. Employer shall contact each eligible employee, in writing, by December 7 each year regarding their opportunity to sell back their accrued, but unused PTO. Employees desiring to sell back their PTO shall notify the employer, in writing, by December 14 each year of their desire to sell back PTO and how much they wish to sell back. The Employer shall issue checks for the PTO on or before December 31. Such checks will be issued separate from the employee's paycheck.

Employees who sell back PTO will plan ahead for known upcoming absences. Absent extenuating circumstances that are outside of employees' control, the Employer will not grant unpaid time off during the first three months of the following calendar year to employees who sell back PTO.

Section 8. Employees are required to use available PTO when taking time off from work. PTO may be taken in increments as low as one-quarter hour (.25) with the prior approval of the Employer. PTO will be paid at the employee's applicable rate as of the date the PTO is used.

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Section 9. An employee requesting to use PTO must make such request through the ADP portal. Employees must make such requests at least three (3) days in advance of the request date whenever possible. Employer may decline the specific request date if granting the requested date would cause a hardship to the Employer and/or its programs.

Section 10. Notification of PTO requested due to illness or injury must be initially made by telephone, e-mail or text message to the employee's immediate supervisor or authorized personnel at least two hours before starting time and be followed up with a telephone call to the Human Resources Director or designee by 7:30 a.m. The employee shall enter the PTO request in the ADP portal upon return to work. Supervisors or the Human Resources Director may enter the approved PTO into the ADP portal prior to receiving the employee's written request only

when necessary due to the end of a payroll period. The employee is ultimately responsible to make sure the PTO request has been entered into the ADP portal.

Request for PTO due to medical appointments must be made through the ADP portal at least three (3) working days prior to the requested time off, except appointments scheduled less than three (3) days in advance at the direction of the employee's treating physician, which must be entered as soon as possible. Employer may decline the specific request date if granting the requested date would cause a hardship to the Employer and/or its programs.

Section 11. PTO will not be allowed on in-service days, preservice days, professional development days, prior to the final two weeks of the regular school year for children, or during the first two weeks of the regular school year for children. For the purposes of this paragraph the school year for full year employees shall be considered to end the last day of fall pre-service week. At the sole discretion of the Employer, under exceptional circumstances PTO may be used other than as provided in this paragraph upon written application submitted to, and approved by, the Senior Leadership Team.

Section 12. Employer may require an employee to take PTO during any school break (Example: winter and/or spring break) of the school district in which the employee's assigned center is located. If work is available in the classroom over Spring Break, the option to work shall be offered to Employees in the following order: Full Year employees based on Seniority, then Part Year Employees based on Seniority.

If the regularly scheduled visits of a home visitor are not materially affected by families being unavailable or unwilling to participate in regularly scheduled visits over the school break, the employer may, at employer's sole option, offer one or more home visitors the option to make the home visitor's regularly scheduled visits during the break without reference to seniority.

Section 13. Accrued PTO may be donated for the use of a co-worker whose request for extended leave of absence due to extraordinary purposes has been approved by the Board of Directors. Leave must be donated in units of one work day or more, based on the hours in the donor's workday, and will be paid at the lower of the wage of the donating worker and the recipient donor.

Section 14. All of an employee's accrued, but unused, PTO will be paid to the employee upon separation of employment.

ARTICLE 21
Emergency Closure Days

Section 1. When the third party programming at the site location where a center is located closes due to weather, acts of God, or other special reasons which would make

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attendance at work dangerous or hazardous (collectively, "Emergency Closure"), the Employer's center will also close at that location. If there is no other programing at a site location, then the Employer's center will close when the school district in which the center is located has an Emergency Closure.

Employees shall receive up to three paid Emergency Closure days each school year. These three days may be used in in partial increments consistent with the center's closure. Unused Emergency Closure days cannot be carried over to the following school year. Any Emergency Closure days beyond three will be unpaid days unless the employee elects to use any accrued PTO. Employees must elect through the Request Time Off function in the ADP portal if they wish to use PTO for the Emergency Closure day(s). Employees shall only work on an Emergency Closure day at the specific request of the Employer, in which case the employee will be paid for actual time worked.

Section 2. Leaves with or without pay (dependent upon whether appropriate leave is available to the affected Employee) may be granted by the Employer when weather conditions, acts of God, or other special reasons exists which would make attendance at work dangerous or hazardous, or when such factors might result in a threat to the safety or well-being of the employee or children or families in attendance in Employer's programs.

Section 3. Make-up days will be determined by the Employer as deemed appropriate.

ARTICLE 22
Short-Term Disability

Section 1. The Employer will provide, at Employer's expense, a short-term disability insurance policy to all eligible employees. The plan shall be administered by a third-party administrator and according to the plan documents. Employer reserves the right to select the short-term disability insurance carrier.

Section 2. Disability benefits shall be payable beginning no later than 14 calendar days after the accident or onset of sickness as long as the employee qualifies pursuant to the plan documents.

ARTICLE 23
Injury

Section 1. Employees, when injured on the job and sent home by the Employer will receive pay for the rest of the day. If an Employee is sent to Occupational Health by the Employer during the work day, and if Occupational Health sends the Employee home for the remainder of the day, the Employer shall pay the Employee his or her regular wage for the time spent at Occupational Health, and the remainder of the scheduled work day if applicable, and that time shall not be charged against the Employee's PTO.

Any employee who is injured at work shall be compensated in accordance with the Code of Iowa. The Employer will pay up to three (3) days of the employee's absence due to the injury, after which Worker's Compensation covers the employee.

Section 2. Injuries and sickness must be reported to the Employer immediately.

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ARTICLE 24
Holidays

Section 1. The following holidays shall be recognized as paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Good Friday	Christmas Day
Juneteenth	Day after Christmas
Labor Day	

Full Year Employees shall also receive Independence Day as a paid holiday.

An employee who is a veteran shall also receive Veteran's Day as a paid holiday. Any veteran desiring to receive Veteran's Day as a paid holiday shall provide the Human Resource Director or Human Resource Director's Designee with a federal certificate of release or discharge from active duty, or such similar federal document, for purposes of determining the employee's eligibility for the benefit.

Section 2. If an employee is required to work a holiday, the employee will be given another day off with pay with prior approval from the Human Resource Director or the Human Resource Director's Designee. The day off must be taken within thirty (30) days of the holiday.

Section 3. Except for the Day before Christmas, Christmas Day, and Day after Christmas, when any of the recognized holidays fall on a Saturday, the preceding Friday will be considered the recognized holiday, and when one falls on a Sunday, the following Monday will be considered the recognized holiday. The Day before Christmas, Christmas Day, and Day after Christmas shall generally be recognized as follows:

If Christmas Day is on a Saturday, Sunday, or Monday: Friday, Monday, and Tuesday will be the recognized holidays

If Christmas Day is on a Tuesday, Wednesday, or Thursday: December 24, 25, and 26 will be the recognized holidays

If Christmas Day is on a Friday: Thursday, Friday, and Monday will be the recognized holidays

Employer retains the right to adjust which days will be recognized as the Day before Christmas, Christmas Day, and Day after Christmas paid holiday based on third party programming.

Section 4. An employee's straight time hours shall be paid for any recognized holiday, providing the employee has worked all scheduled hours each of the regularly scheduled work-days immediately preceding and immediately following such holiday, except when the absence was properly caused and paid under appropriate leave provisions as follows:

1. Personal illness, work related injury, or illness in the employee's household which has been document by a doctor's excuse as set out in Article 20.
2. Jury duty as set out in Article 25 Section 2.
3. Death in immediately family as set out in Article 27.
4. Prior approval by the Employer.

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ARTICLE 25
Leave of Absence

Section 1. Employees will be granted a Leave of Absence without pay for good cause where necessity is shown. A request by an employee for Leave of Absence for the purpose of taking any other gainful employment shall not be considered good cause by the Employer and no employee shall engage in any other gainful employment while on Leave of Absence from the employer. A Leave of Absence shall be for a maximum period of thirty (30) calendar days and may be extended by the Employer for a period not to exceed ninety (90) calendar days; however, in the case of Union Leave, Military Leave, Public Office Leave, leave shall be granted for the period required. All requests for Leaves of Absence or extension thereof shall be in writing and shall state the purpose and the necessity for the requested leave. Leave of Absence shall not be arbitrarily withheld but the Employer shall consider its needs as well as the needs of the employee in determining whether to grant the leave.

Section 2. Employees are required to notify Employer as far in advance as possible prior to an absence for any reason in accordance with Employer's rules therefore and immediately upon becoming aware of the necessity of being absent. Such notification does not cause an absence to automatically be excused.

Section 3. Employer will comply with all State and Federal Laws governing family and health related leaves of absence.

ARTICLE 26
Jury Duty

Section 1. An employee on jury duty will be paid the for the employee's regularly scheduled work day under the following conditions:

A. No payment shall be made for days or parts thereof that the employee is not scheduled to work.
B. Whenever at least two hours of the employee's regularly scheduled work day, with allowance for reasonable travel time between the location of jury duty and the employee's scheduled work site, precede the time to report for jury duty, or remain in an employee's regularly scheduled work after being released from jury duty, the employee shall report to work.
C. When the employee receives a check for service on jury duty, the employee shall endorse the check to the Employer and provide that check, along with the jury duty slip received from the court attendant, to the Human Resources Director.

Section 2. Employees are required to notify Employer as far in advance as possible prior to an absence for any reason in accordance with Employer's rules therefore and immediately upon becoming aware of the necessity of being absent.

ARTICLE 27
Educational Leave

Section 1. Employees, upon advance arrangements made with the Employer, will be granted full-time Leaves of Absence (without pay) for one academic year. The employee's area of study must be beneficial to the performance of the employee in their current position, a related position with the Employer, or a position the employee could reasonably expect to obtain with the Employer upon completion of the additional education.

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Section 2. During an Educational Leave, the employee shall attend full-time and/or half-time fully accredited schools, including trade schools. An apprenticeship will be considered as attending school full-time or half-time.

Section 3. Employees granted an Educational Leave must furnish satisfactory evidence of enrollment and attendance in December and May of each year. Extension to the educational leave may be given at the discretion of the Employer for good and sufficient reason. Any extensions will not exceed one (1) school year.

Section 4. Where the employee is working for Employer while attending school, the Employer shall have the right to approve or reject the proposed schedule for school and work in advance.

Section 5. Employees on Educational Leave will maintain their relative step grade, position, and seniority, but will not have opportunities of advancement occurring during their absence. This means that seniority will also not accrue for employees during an Educational Leave. An employee completing or curtailing his Educational Leave must notify the Employer within thirty (30) days of termination of his instruction.

Section 6. All requests for educational leave shall be made no less than ninety (90) days before the requested leave would begin.

ARTICLE 28
Funeral Leave

Section 1. In the event of a death of an employee's family member, the Employer will allow paid time off computed based on the employee's straight time hourly rate, in accordance with the following schedule:

A. Three (3) scheduled work days for the death of a father, mother, wife, husband, life-partner, brother, sister, step-parent, step-brother, step-sister, child, or step-child.

B. Two (2) scheduled work days for the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-grandchild, or parent, sibling, grandparent, or grandchild of life-partner.

C. One (1) scheduled work day for the death of the following persons related by blood: great-grandparent, aunt, uncle, niece, nephew, and first cousin, including great-grandparent, aunt, uncle, niece, nephew, and first cousin of spouse or life-partner.

Section 2. In the event of the death of the following persons, the Employer will allow time off without pay in accordance with the following schedule:

A. Up to eight hours for actual attendance or participation in an event commemorating the death of a friend, including, but not limited to: a funeral, memorial service, visitation, or wake.

B. Up to four hours for actual attendance or participation in an event

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commemorating the death of a program family member, including, but not limited to: a funeral, memorial service, visitation, or wake.

Section 3. For the purposes of this Article:

A. "Life Partner" is defined as a person to whom the employee is not related by blood or civil union, but a person with whom the person resides on a full-time basis in a mutually financially and emotionally supportive relationship and whose identity has been registered with the Human Resources Director or Human Resource Director's Designee as of the first day of September of the applicable school year.

B. Unless otherwise specifically stated, all relationships specified under Sections 1 and 2 above must be a relationship established by blood and (if applicable) a legally recognized marriage.

Section 4. Additional time off without pay may be granted under Article 25 of this Contract.

Section 5. Employees shall provide reliable written verification of the death and family relationship to the Human Resources Director or the Human Resources Director's Designee upon return to work.

Section 6. Unless otherwise approved in advance by the Human Resources Director, leave under this Article shall be taken:

A. On consecutive days, where applicable;

B. Within seven calendar days of the death; and

C. In conjunction with the event or events commemorating the death, including, but not limited to: a funeral, memorial service, visitation, or wake; if the employee will attend that event or the event is scheduled for a day when the employee is otherwise scheduled to work.

ARTICLE 29
Life Insurance and 401K Plan

Section 1. Employer will provide, at Employer's expense, a life insurance policy to all eligible employees who are regularly scheduled for thirty (30) or more hours of work each week. Employees become eligible the first day of the month following the employee's date of hire. This policy shall provide a death benefit of at least $30,000. Employer reserves the right to select the Insurance Carrier with no reduction in benefits.

Section 2. The Employer shall provide a 401K plan to all employees eligible under the plan documents. The Employer shall contribute 4% annually of the salary paid to eligible employees. Employees are currently eligible after one year of continuous employment plus at least 1,000 hours of service to the Employer each year.

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ARTICLE 30
Health Insurance

Section 1. Employer shall provide all eligible employees with an Employer-sponsored single health insurance plan. Employer shall pay 80% of the single premium each month for each eligible enrolled employee on a single health insurance plan and each eligible enrolled employee shall pay the remaining balance of said premium through payroll deduction. Employer shall pay 50% of the family premium each month for each eligible enrolled employee on a family health insurance plan and each eligible enrolled employee shall pay the remaining balance of said premium through payroll deduction. Employer retains the exclusive right to select and change the health insurance carrier.

Section 2. Regular employees scheduled to work thirty (30) hours per week or more shall be eligible for an Employer-sponsored single health insurance plan or family health insurance plan commencing the first day of the month following the employee's date of hire.

Section 3. Employer shall make advance withholding from each employees pay of sufficient funds to pay that employee's portion of any health insurance premium which shall be payable during the summer vacation. Such withholding shall be proportioned equally over the employee's term of employment during the school year prior to the summer vacation involved.

Section 4. Employees on leave of absence or layoff will be allowed to continue their group health insurance coverage (individual or family) as provided by law at their own expense until return to work, termination of employment, commencement of work for any other employer, or otherwise terminated as provided by law. Such employees shall pay for the premium by the first day of the first full month of absence or layoff and on or before the first full day of each month coverage is continued.

Section 5. Eligible employees will be enrolled in the group health insurance program through completion of the participation enrollment form.

Section 6. Whenever necessary to file a claim, it is the responsibility of the employee to have health care providers complete and file the required claim forms.

Section 7. Employees may choose to waive the Employer-sponsored health insurance if the employee already has other medical insurance. Employer shall not be responsible for any impact that a waiver has on an employee's other medical coverage. Any employee who waives the Employer-sponsored health insurance also forfeits the Employer's contribution toward the single or family premium. Employees desiring to waive health benefits must complete the Waiver of Group Health Benefits at least 30 days prior to the plan year. Employer agrees to offer this Waiver as long as doing so does not raise the Employer's premiums more than 5%.

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ARTICLE 31
Dental Insurance

Section 1. Employer shall provide all eligible employees with an Employer-sponsored single dental insurance plan. Employer shall pay the full premium for the single premium for each eligible employee. Employer retains the exclusive right to select and change the dental insurance carrier.

Section 2. Regular employees scheduled to work thirty (30) hours per week or more shall be eligible for an Employer-sponsored single dental insurance plan commencing the first day of the month following the employee's date of hire.

Section 3. Family plan group dental insurance may also be available to eligible employees. Cost of this extended program is paid by the employee through payroll deduction. Employer shall make advance withholding from each employees pay of sufficient funds to pay that employee's portion of any health insurance premium which shall be payable during the summer vacation. Such withholding shall be proportioned equally over the employee's term of employment during the school year prior to the summer vacation involved.

Section 4. Employees on leave of absence or layoff will be allowed to continue their group dental insurance coverage (individual or family) as provided by law at their own expense until return to work, termination of employment, commencement of work for any other employer, or otherwise terminated as provided by law. Such employees shall pay for the premium by the first day of the first full month of absence or layoff and on or before the first full day of each month coverage is continued.

Section 5. Eligible employees will be enrolled in the group dental insurance program through completion of the participation enrollment form.

Section 6. Whenever necessary to file a claim, it is the responsibility of the employee to have dental providers complete and file the required claim forms.

ARTICLE 32
Employee Assistance Program

Employer shall provide an employee assistance program for all eligible employees who are regularly scheduled for thirty (30) or more hours of work each week. The program will be similar to the one it has provided since 1994. Employer reserves the right to select the provider of said Employer Assistance Program.

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ARTICLE 33
Lay-Off

Section 1. When the work force is to be reduced, the employee with the least position classification seniority in the classification affected shall be the first removed so long as the removal does not result in the position classification being out of compliance with Head Start educational requirements. If removal solely based on classification seniority would result in the position classification being out of compliance with Head Start educational requirements, the person with the least position classification seniority which will not result in the position classification being out of compliance with Head Start educational requirements shall be the first removed.

Section 2. The employee removed can then replace the employee with the least bargaining unit seniority in any classification, provided the employee is a qualified (or can be qualified in a reasonable time not to exceed five (5) work days), as the employee to be replaced.

Section 3. No permanent employee shall be laid off in any classification until all probationary employees have been removed, provided the permanent employee is qualified or can be qualified within a reasonable time (not to exceed five (5) work days).

Section 4. Probationary employees have no recall rights.

Section 5. Upon recall from lay off, employees will be returned to work in reverse order from which they were laid off, if they are qualified to perform the work available (or can be qualified in a reasonable time not to exceed five (5) work days).

Section 6. Laid off employees, when recalled to work, will be notified by certified letter, with return receipt requested, sent to their last known address; said letter to carry a five (5) day return, unless the employee has received other actual written or oral notice.

Section 7. Each employee shall have three (3) days from receipt of said notice to report for work.

Section 8. All rights of recall shall terminate after a period of time equivalent to the employee's length of service for the Employer but not exceeding one year after layoff.

ARTICLE 34
Grievance Procedure

Section 1. The word "grievance" wherever used in this Agreement shall mean any dispute between the Employer and the Union and any employee with regard to the interpretation or application of any of the terms or provisions of this Agreement. The Union or any individual employee or group of employees shall have the right at any time to present grievances to the Employer.

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Section 2. Unless otherwise stated, "days" shall mean "calendar days."

Section 3. Any grievance that may arise shall be processed and settled in the following manner:

A. Any grievance must be presented within three (3) working days or five (5) calendar days (whichever is the shorter period) of knowledge of the alleged grievance. Settlement of the grievance will be first attempted by verbal conference of employee or employees, and their immediate supervisor outside the bargaining unit. Within five (5) working days of such conference, the supervisor will verbally notify the employee(s) of a decision. Any agreement reached by the parties shall be final and binding upon both parties and the employee or employees involved.
B. If the grievance is not resolved in Step A, the employee(s) and/or the Union may reduce the grievance to writing and present it to the Human Resources Director or Human Resource Director's Designee) for discussion within five (5) working days of the completion of Step A. The grievance shall then be discussed by the Human Resource Director and/or the Human Resource Director's Designee, the Union Steward and the employee(s) involved. The Employer will answer the grievance in writing within ten (10) working days of the written grievance.
C. If the grievance is not resolved in Step B, the Union Business Representative and the Employer's designated representative shall meet (if either party requests) within ten (10) days of the Union's receipt of Employer's response in Step B, to discuss the grievance and attempt to reach a settlement.
D. If such grievance is not resolved in Step C, either party to the contract may notify the other part hereto within fourteen (14) days of the Step C meeting of their desire to participate in mediation. (Step D)
E. If such grievance is not resolved in Step D, either party to the contract may notify the other party hereto within thirty (30) days of the Step d meeting of their desire to submit the grievance to arbitration (Step E).
F. At each grievance step, all grievances shall state specifically: the name of the employee (or employees) who is (are) grieving the action or inaction of the Employer; the name or names of the Employee or Employees who have taken the action or failed to take the action that is the subject of the grievance; the date and time of the alleged occurrence; the specific action or inaction being grieved; the term or provision of the contract at issue; and the specific relief requested. Failure to provide any of the required information shall be a waiver of the right to grieve.

Section 4. In the event notice has been given of a desire to mediate, unless a different mediator is selected by the parties, the parties shall contact the Federal Mediation Service and request an appointment of a Federal Mediator to meet with the parties to dispute. The parties shall schedule a mediation meeting as soon as practical after notice is given of the desire to mediate. The mediation shall be attended by representatives of the employer with the authority to resolve the grievance and their attorney or other advocate; the employee or employees who have filed the grievance and have the authority to resolve the grievance and their Union representative or other advocate; the Mediator, and such other individuals as the Mediator determines to be necessary and appropriate to the mediation. The employer shall grant the grieving employees

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time off, and one Union Steward, if requested, but shall not be responsible to pay wages to the employees for the time they participate in mediation.

Section 5. In the event notice has been given of a desire to arbitrate such grievance, the grievance may be submitted to an arbitrator whose decision shall be final and binding upon both parties to this Agreement and any employee or employees involved in the dispute. Such an appeal to arbitration shall be in writing and served on the other party. The designated representative of the Employer and the Union Business Representative shall attempt to select such an arbitrator within seven (7) days of notice of appeal to arbitration. If they cannot agree upon the arbitrator, then either the Employer or the Union may request the Federal Mediation Service to submit a list of five (5) names from which the arbitrator shall be selected by the parties alternatively striking four (4) names from the list, first strike to be determined by chance. The remaining arbitrator will meet with the parties at a mutually satisfactory date and place and hear evidence relating to the matter in dispute.

Unless otherwise mutually agreed: i) each party shall provide the other with a precise statement of the issues set for arbitration and its position concerning those issues within ten days after the choice of the arbitrator; ii) all requests for information from the other party shall be made at least sixty days prior to the date set for arbitration; iii) no less than forty-five days prior to the scheduled arbitration, the Employer and Union shall exchange a list of proposed witnesses and exhibits and memorandum of authority; and iv) all witnesses or persons who may be called as witnesses shall be made available for deposition at the request of the other party at its sole cost prior to the date set for arbitration.

Section 6.

A. The arbitrator shall have authority only to interpret and apply the terms and provisions of this Agreement in deciding the particular grievance submitted to the arbitrator. The arbitrator shall have no authority or power to add, delete from, or in any way modify, change, alter or amend any of the terms or provisions of this Agreement. A back pay award, if any, shall be reduced by the amount of any unemployment compensation or other compensation received by the employee which the employee would not have received but for the discharge or suspension being grieved. Further, any back pay award may be retroactive only to a date three (3) days prior to the date on which the employee commenced the grievance procedures in Step A but never prior to the fiscal year in which the arbitrator rendered the award except as provided in Subsection 5B.
B. In the event an arbitration pursuant to Subsection 4A is pending for which the arbitrator is not expected to render an award by the 31st day of May, the Employer shall request approval from the ACF grants officer to carryover unobligated funds in an amount sufficient fund to pay a back pay award, if awarded, to be carried over into the following grant year for the purpose of paying a back pay to that employee, if awarded, and to alternatively be used by the Employer for wages in that following grant year if no back pay is awarded. If, and only if, that application is approved, the arbitrator may, but shall not be required, to award back pay.

It is specifically understood by all parties that approval of any such application is solely up to the discretion of the funding agency, and is further subject to all applicable rules and

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regulations which govern its grant funding and carryovers, which may or may not permit approval of such an application under the current rules and regulations. The parties agree that the decision of the funding agency as to whether to permit such a carryover shall be final and shall govern whether or not funds are available for a back pay award under this subparagraph.

If the Employer is required to obtain a certification from their auditor that the funds are unobligated as part of the application process, each party shall be obligated to pay one-half of the auditor's fee for certification. The Employer and the Union may waive the obligations to submit an application under this sub-paragraph by mutual consent, in which case no back pay may be awarded prior to the fiscal year in which the arbitrator rendered the award.

Section 7. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and each party shall bear its own expense in connection with the arbitration. The Employer shall grant the grieving employees time off, and one Union Steward, if requested, to participate in the arbitration but shall not be responsible to pay wages to the grieving employees or Union Steward for the time they participate in the arbitration. The Employer shall grant employees who may be called as witnesses by the Union time off for the purpose related to the arbitration, but shall not be responsible to pay wages to the employees for the time they are off work.

Section 8. It is agreed the above steps shall be followed strictly in the order listed, and no step shall be used until all previous steps have been exhausted except that in the case of suspension and discharge cases, the grievance procedure can be commended at the Step B level (or the Step D Mediation level if the suspension or termination takes place between January 1 and May 30) provided it is commenced within the time requirements of Step A. Failure to timely give any notice at any stage of the grievance procedure shall constitute a waiver of the pending alleged violation and grievance. A settlement reached between the Employer and the Union in any step of these procedures shall terminate the grievance and be considered final and binding on both parties and the employee(s) involved.

Section 9. Subject to limitations herein set forth, a Steward shall be allowed a reasonable amount of time to investigation and adjust grievances.

Section 10. The Union shall furnish the Employer with the names of the Union Stewards and shall immediately notify the Employer of any replacement of the original Union Stewards.

Section 11. Any employee must have permission of the Employer to discuss matters concerning grievances while on the job. This includes Stewards and any other officials of the Union. Such discussions shall not happen at a time that may raise concern about children's safety or maintaining the required staff to child ratio. For example, such discussions shall not occur in the presence of children or when the employee is responsible for children in a classroom.

Section 12. The Employer shall pay one (1) Steward at the base pay rate of that Steward while spending a reasonable amount of time investigating and adjusting grievances. This "reasonable amount of time" shall not exceed one and one-half (1 ½) hours total per grievance or related grievances. Stewards shall record and submit to the Employer records of the time spent

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during working hours investing and adjusting grievances, including identification of the specific grievance, days and times worked.

Section 13. This grievance procedure shall not be available in any instance that either the employee(s) involved or the Union seeks any other judicial or administrative solution or remedy on the same matter.

Section 14. At any step in the grievance procedure the Executive Board of the local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further, if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Executive Board.

ARTICLE 35
Legal Requirements, Separability and Saving Provision

Section 1. The Employer, the Union, and each employee covered by this Agreement shall comply with all applicable laws, standards, regulations, and other legal requirements existing or promulgated hereafter by any applicable governmental authority. All provisions of this Agreement which can be interpreted as meeting any such requirements in whole or in part shall be so interpreted.

Section 2. The provisions of this Agreement are considered to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the Employer to be voided by any law, including laws and Federal & State regulations pertinent to Employer, such decisions shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in force and effect.

Section 3. In the event any provision or provisions are so declared to be in conflict with any law, including laws and Federal & State regulations pertinent to Employer, both parties shall meet within thirty (30) days for the purpose of renegotiations of an agreement on the provision or provisions so invalidated except that these meetings do not occur during June, July, or August.

ARTICLE 36
Miscellaneous

Section 1. This Agreement shall be subject to the amendment at any time provided by both parties consent to the negotiations for amendment and to the amendment itself. Any such amendment, to be effective, must be reduced to writing and signed by both parties hereto.

Section 2. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.

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Section 3. Unless otherwise agreed to, notices (not responses) to be served to the Employer or to the Union shall be sent by certified mail with return receipt requested.

Section 4. It is recognized that the Employer shall provide reasonably safe working locations as required by licensing authorities and that employees will be expected to exercise reasonable judgment in the care and use of all equipment in the performance of the position.

Section 5. Employer may from time to time implement advisory committees composed of equal numbers of employees from union positions and non-union positions to provide information and input concerning matters that impact the health, welfare, and working conditions of the employees.

Section 6. In the event of a natural disaster, Employer will follow guidance from the Office of Head Start and Centers for Disease Control and Prevention.

The Union shall select the persons in union positions who participate in such committees and the Employer shall select the persons in non-union positions who participate in such committees. The recommendations of those committees shall not be binding, but shall be advisory only. All such committee recommendations shall be provided to the Policy Council and the Board of Directors as well as to the Employer's Senior Leadership Team.

ARTICLE 37
Re-Opener

Section 1. In any year during the duration of this Agreement the Employer's Federal Grant funding includes a cost-of-living increase, the compensation schedules as set out in Article 15 shall be adjusted to incorporate the cost-of-living increase effective with the effective date set out in that Federal Grant. The Employer shall provide the Union with written notice of the receipt of its Federal Notice of Award within thirty days of receipt.

Section 2. Nothing in this agreement shall be construed as prohibiting the parties from mutually agreeing to meet and negotiate amended terms for this Agreement at any time it is in place.

ARTICLE 38
Duration

This Agreement shall be effective from June 1, 2023 and shall continue through May 31, 2026, and from year to year thereafter unless either party serves a written notice upon the other party after October 1 and on or before November 1, immediately prior to any such termination date, of its desire to terminate, modify or amend the provisions thereof, stating specifically whether its desire is to terminate, modify, or amend the provisions of the existing contract.

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ARTICLE 39
Execution

Upon proposed Agreement or Amendments to Agreement being ratified by the employees of Tri-County Child and Family Development Council, Inc. and approved by the Board of Directors of Tri-County Child and Family Development Council, Inc., Tri-County Child and Family Development Council, Inc. shall generate duplicate originals of a paper copy of the Agreement or Amendment. Each party shall receive and retain one signed duplicate original of the Agreement.

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION LOCAL NO. 431

DocuSigned by:

By: Danielle Johnson
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Dated: 4/23/2023

TRI-COUNTY CHILD & FAMILY DEVELOPMENT COUNCIL, INC.

DocuSigned by:

By: Dr. Robert Welch
CAE6FA7C3AAF4F6...

Dated: 4/19/2023