

**COLLECTIVE BARGAINING AGREEMENT ADDENDUM**

**between**

**Child Care Guild of Local 925  
Service Employees International  
Union**

**and**

**Catholic Community Services  
of King County**

**Effective through August 31, 2011**

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This Addendum follows the same order as the Master Agreement. The Addendum includes language negotiated specifically between SEIU and CCS, and policies and benefits that are in addition to or surpass the standards set in the Master Agreement.

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## **ARTICLE 6**

### **Union Security**

Article 6.2.3 During new hire paperwork, the Employer will provide in writing the steward's name, schedule, and contact information. The Employer will also provide the steward with the name, schedule and contact information of the new employee (per the Master Agreement) in their mailbox. The Union stewards will contact the new employee and provide steward contact information to that employee.

## **ARTICLE 11**

### **ADVOCACY**

Article 11.2 CCS Child care employees who choose to participate in advocacy activities may do so using approved personal time. If CCS sponsors an advocacy activity that includes participation of the staff, the staff will be trained by and will act as representatives of CCS, and while in this capacity the employee will be paid his/her regular rate of pay. Childcare staff may not represent CCS without the express approval from the Center Director.

Article 11.3 The Childcare centers have the option to determine how they will recognize Worthy Wage Day. If a center chooses to close the center for children, staff will participate in Worthy Wage Day activities as an in-service day. Staff will be paid for hours they participate. Staff may use vacation time if they choose not to participate, If any regularly scheduled employees choose not to participate and are not entitled to paid vacation leave, he/she will not be paid any form of compensation for the time the center is closed.

## **ARTICLE 12**

### **JOB DESCRIPTIONS**

See attachments A Page

B Page

C Page

D Page

## **ARTICLE 14**

### **INTERNAL POSTING AND PROMOTIONS**

A promotion occurs when a current employee applies for and is hired for a pay level higher than their current position.

Seniority shall be the determining factor when qualifications are substantially equal.

Employees who receive a promotion will be eligible to receive an increase equivalent to the starting pay of the new position or a five [5] percent increase, which ever is higher.

## **ARTICLE 16**

### **PERFORMANCE EVALUATIONS**

See attachment E:

## **ARTICLE 19**

### **LAYOFFS & RECALL**

#### **Application of seniority**

In the event of a reduction in work force, the following process will be used:

1. Employer will first ask for voluntary layoffs
2. If additional layoffs are necessary, employees will be laid off according to seniority within the reduced job classification. The least senior person in a job classification within each center will be laid off first.
3. During layoffs, employees may be moved to other positions within the center, at the discretion of the Center Director. If this occurs, the employee will be granted a 90day trial service period, during which appropriate training will be made available. After the 90day

period, the employee will be expected to meet the job description requirements and will be evaluated on performance in the new position after an additional 90 days.

4. CCS shall maintain a recall list of employees who have been laid off. Employees will remain on this list for a period of six months from the date of their lay off. If during this six month period, the same position or a position for which the employee is qualified for opens, the employee[s] that is/are on the active recall list will be notified of the opening. The applicable position openings for this process to occur will be within either/both childcare center[s]. If the "laid off" employee is interested, he/she will be considered an "internal" applicant and interviewed accordingly.

Note: This was agreed to in principle; specific language to be developed by the Labor Management Committee.

## **ARTICLE 20**

### **SENIORITY**

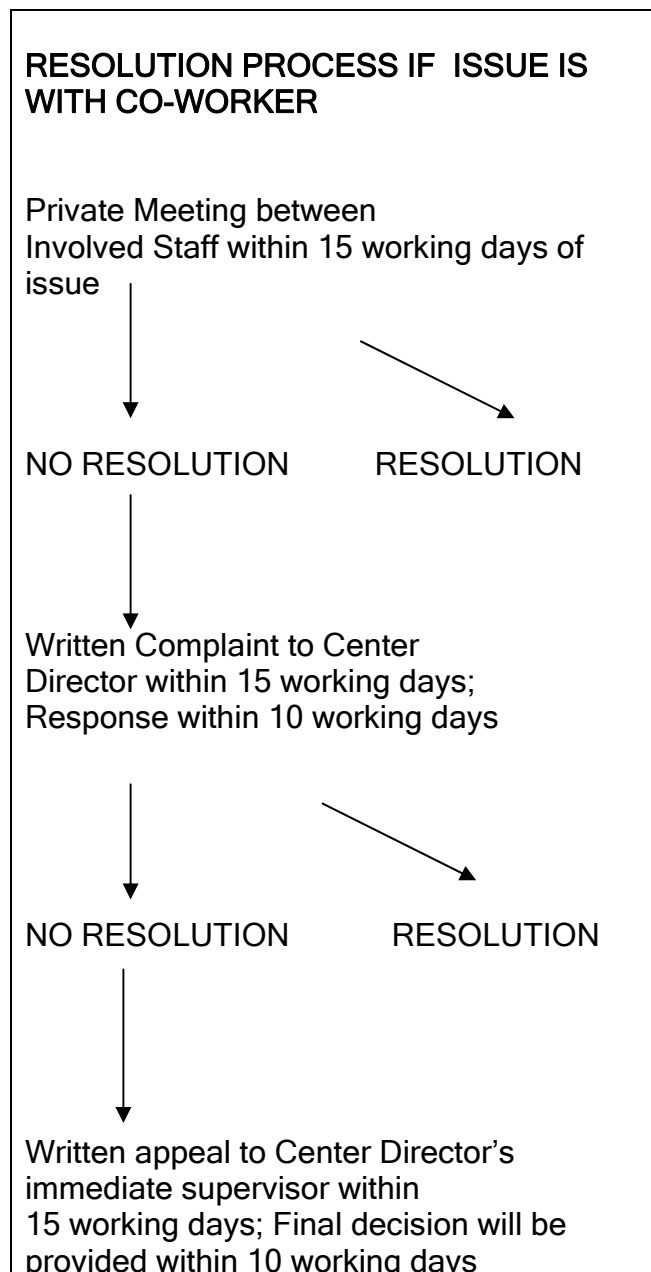
If center operating hours increase or new bargaining unit positions are created that would extend hours from 37.5 to 40.0, qualified bargaining unit members would be offered [by seniority] additional hours or the right of first refusal.

## ARTICLE 24

### Conflict Resolution

Article 24.1 The employer is committed to making a good faith effort to facilitate resolution when issues arise between co-workers. This process assures timely responses to help center staff reach resolution on issues.

When using this process, you are strongly encouraged to initiate the conflict resolution process as soon as possible after the most recent issue. However, this process must be initiated within thirty (15) working days after an issue or incident that creates conflict between center staff.



## **ARTICLE 25**

### **PROFESSIONAL DEVELOPMENT**

The center encourages and supports staff earning their CDA and will, when feasible work to team with other institutions to bring CDA programming to the center.

Article 25.1 Management will create a training bulletin board that will have information on trainings, workshops and professional development opportunities.

Article 25.4 As per the Master Agreement, full time employees are entitled to a minimum of \$100 annually and 10 hours paid training for trainings relevant to their professional development (pro rated for part time). Employees are not required to use the \$100 toward annual renewal trainings (for example, first aid, CPR, Food Handlers, HIV). In order to receive funding, employees need to submit the form in Appendix F.

## **ARTICLE 27**

### **SUPPLIES AND EQUIPMENT**

Staff must be provided with gloves, masks and appropriate garbage receptacles for animal contaminants.

## **ARTICLE 28**

### **INSERVICE TRAINING/RETREAT/CLEANING**

Staff meetings will be held monthly.

Article 28.1 C.C.S. will provide an adequate cover, which will prevent animals from using the sand as a litter box, and have the sand cleaned and disinfected as needed. Additional sand may be provided as needed. At risk staff must not be asked or required to clean the sand area due to danger from animal contamination.

Article 28.2 Staff input will be solicited and considered in developing the center's non-required training schedule.

Article 28.3 Management will incorporate daily disinfecting without children present into staffing schedule of the center.

## ARTICLE 29

### LEAVES

Leave benefits apply to full-time and part-time employees (e.g. employees whose ending dates of employment are not determined at the time they are hired for a position) who work at least 20 hours per week.

To reward seniority and accumulated experience, incremental increases will be given as follows:

Upon completion of:	One Year	12 Days
	Two Years	12 Days
	Three Years	12 Days
	Four Years	13 Days
	Five Years	14 Days
	Six-Ten Years	15 Days
	Eleven Years	16 Days
	Twelve Years	17 Days
	Thirteen Years	18 Days
	Fourteen Years	19 Days
	Fifteen or More Years	20 Days

Current employees as of 4/29/05 who are eligible for vacation shall retain their accrued/unused vacation balance.

NOTE: Years of employment are full years of employment commencing on the date of employment. Therefore, for example, employees who work five (5) full years will begin accruing vacation at the higher rate at the beginning of the sixth [6] year of employment.

Part-time employees are eligible for the same number of weeks of vacation as full-time employees; however, their vacation hours are pro-rated according to the number of hours normally worked per pay period.

Vacation time is earned during-the first six months of employment and employees are eligible to take any accrued vacation after three (3) months of employment.

The maximum vacation leave time that employees may have accrued at any time will not exceed twenty-five (25) days (187.5 hours) for full-time employees; the maximum vacation accrual for eligible part-time employees will be pro-rated according to the guidelines outlined above.

Earned vacation leave can be carried forward from one calendar year to the next up to the maximum accrued rate. Employees cannot use more vacation than they have accrued.

Terminating employees who have been with CCS for at least six months will be compensated for unused vacation leave at the rate of pay as of the last day of employment. The total amount of accrued vacation time will be determined as of the last date the employee actually worked at the Regional Agency.

The choice of vacation time will be on a seniority basis when vacation schedules are established on an annual basis for each unit.

Vacation time requested after the initial schedule is prepared will be allocated on a "first come" basis. Supervisors will coordinate vacation schedules to avoid conflicts and insure that Regional Agency needs will be met during vacation schedules.

Vacation time must be approved in advance by the employee's supervisor.

If employees become ill during their vacation, they should inform their supervisor so that sick leave rather than vacation leave is charged for the time they are ill.

If an employee requests three (3) or more days of sick leave during any vacation period, they must provide a physician's statement verifying their illness during that period.

Employees can have vacation pay included in their last paycheck before their vacation is scheduled to begin if the following conditions are met:

1. Employee provides two (2) weeks notice to the Accounting Department; and
2. The request is approved by the Agency Director or his/her designee.

## **PAID SICK LEAVE**

1. Full-time employees accrue sick leave at 12 days per year. Part-time employees accrue sick leave on a pro-rated basis according to the number of hours worked per pay period.
2. If employees are working twenty (20) hours or more per week on a regular basis and they begin working less than twenty (20) hours per week on a regular basis, they will maintain their accrued sick leave time balance. However, they will not accrue any additional sick leave. Employees will again begin to accrue sick leave if their hours increase to twenty (20) hours or more per week.
3. Sick leave can be accumulated up to 130 working days. However, employees are not paid for unused sick leave when they terminate.

4. Accumulated sick leave can be used for the following purposes:
  - i. Illness or injury of the employee, including but not limited to surgery, hospitalization, treatment of alcoholism or other substance abuse, pregnancy, or other conditions which disable an employee. All of these may be subject to verification by a physician:
  - ii. Illness or injury of an employee's spouse, child, parent, Grandparent or any other person living in the household as a member of the immediate family when the employee's presence is considered necessary (as determined by the Agency Director);
  - iii. Medical or dental appointments and counseling or therapy sessions of the employee or employee's spouse, child, parent, Grandparent or any other person living in the household as a member of the immediate family when the employee's presence is considered necessary;
  - iv. Emergency situations as approved by the supervisor and the Regional Director of Human Resources.
5. Employees using sick leave must notify their supervisor at the beginning of the workday for each day they are absent from work.
6. Sick leave credits will not be charged if a holiday occurs while an employee is ill.
7. Employees who become ill during their vacation leave must notify their supervisor to insure that sick leave is utilized instead of vacation leave. If employees must request three (3) or more days of sick leave during any vacation period, they must provide a physician's statement verifying their illness during that period.
8. Employees who have been on sick leave for more than Three (3) consecutive workdays may be required to provide a physician's statement verifying their illness and their ability to return to their position.
9. Employees who do not use any sick leave for a six-month period are eligible to exchange one day off for two (2) days of sick leave. Employees must receive prior approval before taking the time off. Employees are eligible to take a maximum of two
10. (2) days off per year under this policy. Any day off that an employee has earned and which has not been used at the time of their termination will not be paid at the time of termination.

## **FAMILY LEAVE POLICY**

It is the policy of Catholic Community Services - Western Washington to grant up to 12 weeks of leave during any 12-month period to eligible employees for:

- The birth of a child and subsequent childcare,
- The placement of a child for adoption or foster care,
- The serious health condition of a spouse, child, or parent, or for the employee's own serious health condition.

The leave may be paid, utilizing the employee's own sick and if necessary vacation leave or unpaid or a combination of both.

### **ELIGIBILITY**

To qualify for family and medical leave, all of the following conditions must be met:

- Employees must have worked for CCS for at least 12 months [52 weeks]. Any accrued leave taken will count toward the 12 months or 52 weeks.
- Employees must have worked at least 1250 hours during the 12-month period immediately before the date when the leave will begin.

Employees who do not meet the above qualifications may be eligible for leave pursuant to conditions stipulated under the final section of this policy.

If a husband and wife both work for CCS and each wishes to take leave for the birth, adoption or placement of a child in foster care, or to care for a parent with a serious health condition, the husband and wife may take only a combined total of 12 weeks leave.

To be eligible for family and medical leave, the employee must be taking the leave for one of the following reasons:

- The birth of a child and to care for a child following birth. Family leave granted is in addition to any sickness or temporary disability leave granted for pregnancy or childbirth.
- The placement of a child for adoption or foster care.
- To care for a child who has a terminal health condition.
- To care for a spouse, child, or parent with a serious health condition.
- The qualifying serious health condition of the employee.

### **LEAVE CALCULATION METHOD**

CCS will consider the 12-week period as a "rolling" 12-month period measured forward from the date an employee uses any leave under this policy. An employee is entitled to 12 weeks of leave during the year beginning on the first date FMLA leave is taken; the next 12 month period would begin the first time FMLA leave is taken after completion of any previous 12 month period.

## **STATUS AND BENEFITS DURING LEAVE**

While an employee is on leave, CCS will continue the employee's health and welfare benefits at the same level and under the same conditions as if the employee had continued to work. All CCS benefits that operate on an accrual basis [e.g., vacation, sick and holidays] will cease to accrue during any period of unpaid leave.

If the employee chooses not to return to work for reasons other than a continued serious health condition or other circumstances beyond the employee's control, CCS will require the employee to reimburse CCC the amount paid for the employee's health insurance premiums during the period of unpaid leave.

Under current CCS policy, the employee may pay a portion of health and welfare premiums and all costs for premiums for covered dependents. While on paid leave, CCS will continue to make payroll deductions to collect the employee's share of premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received by the Human Resources Department by the date payment would routinely be taken by payroll deduction, unless CCS and the employee mutually agree to a prepayment schedule.

## **USE OF PAID LEAVE**

If the employee has accrued paid leave, the employee must use paid leave first and take the remainder of the eligibility period as unpaid leave. An employee who is taking leave because of his or her own serious health condition or the serious health condition of a family member must use all paid sick, vacation and holiday leave prior to being eligible for unpaid leave. An employee on leave as a result of an on-the-job illness or injury is not required to use accrued sick leave while receiving time loss payments.

An employee taking leave for the birth of a child must use paid sick leave for physical recovery following childbirth. Pregnancy disability is considered as sick leave and is granted in addition to the 12 weeks available under the family leave provisions.

An employee who is taking leave for the adoption or foster care of a child must use all paid accrual prior to being eligible for unpaid leave.

## **INTERMITTENT LEAVE OR REDUCED WORK SCHEDULE**

The employee may take family and medical leave in 12 consecutive weeks, may use the leave intermittently [taking a day periodically when needed during a year], or under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. Workdays may be reduced by one hour or more. In all cases, the leave may not exceed a total of 12 weeks over a 12-month period.

CCS may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. Assignment of alternative positions will be in compliance with applicable collective bargaining agreements, federal and state law.

For the birth, adoption, or foster care of a child, CCS and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule, unless the intermittent leave is requested due to the mother's or newborn's serious health condition. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition, or because of the serious health condition of a family member, the employee should try to reach agreement with CCS before taking intermittent leave or working a reduced hour schedule. If this is not possible, the employee must substantiate that the use of the leave is medically necessary.

## **REINSTATEMENT RIGHTS**

Eligible employees are entitled on return from leave to be reinstated to their former position or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed [e.g., if the employee's position is no longer available due to a job elimination]. Exceptions may also apply for certain highly compensated employees under certain conditions. In addition, employees on a leave extension are not guaranteed reinstatement

## **TYPES OF LEAVES**

### **CHILD/FAMILY CARE LEAVE**

If an employee requests a leave of absence to care for a child after birth, adoption, or placement in his/her home for foster care or to care for a covered family member with a serious health condition, he/she will be granted unpaid leave under the following conditions:

1. If the leave is planned in advance CCS must be provided with at least thirty [30] days' notice prior to the anticipated leave date, using the CCS Employee Initiated Request [EIR] Form.
2. If the leave is unexpected, you should notify your supervisor and the Human Resources Department by filing the CCS Employee Initiated Request [EIR] Form as far in advance of the anticipated leave date as is practicable. [Normally this should be within two [2]-business days of when the need for the leave becomes known.]

Employees requesting a leave to care for a covered family member with a serious health condition may be required to provide medical certification from the family member's

physician attesting to the nature of the serious health condition, probably length of time treatment will be required, and the reasons that the employee is required to care for this family member. Employees may also be required to provide additional physician's statements at CCS's request at reasonable intervals. Further, the family member may be required to submit to a medical examination by a physician designated by CCS and at CCS's expense.

## **LEAVE FOR EMPLOYEE'S SERIOUS HEALTH CONDITION**

If an employee requests a leave of absence for his/her own serious health condition, CCS will grant leave under the following conditions:

1. If the leave is planned in advance, you must provide us with at least thirty [30] days' notice prior to the anticipated leave date, using the CCS Employee Initiated Request [EIR] Form.
2. If the leave is unexpected, you should notify your supervisor and the Human Resources Department by filing the Employee Initiated Request [EIR] Form as far in advance of the anticipated leave date as is practicable. [Normally, this should be within two business days of when the need for the leave becomes known.]
3. Any time that you expect to be or are absent for more than three consecutive workdays as a result of your own serious health condition [including pregnancy], you will be required to submit appropriate medical certification from your physician. Such certification must include, at a minimum, physician certification that your condition qualifies as a "serious health condition" under the FMLA, date your condition began and probable duration.

An employee's serious health condition is one that leaves the employee unable to perform the functions of the job. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition that requires continuing care by a licensed health care provider as defined by the FMLA. In general, a chronic or long-term health condition that if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition. Questions about what illnesses are covered under this policy should be directed to your Human Resources Department.

If an employee takes paid leave for a condition that progresses into a serious health condition and the employee request unpaid leave as provided under this policy, CCS may designate all or some portion of paid leave taken as qualifying leave under FMLA, to the extent that the earlier leave meets the necessary FMLA qualifications.

During the leave, the employee may also be required to provide CCS with additional physician's statements on request from CCS at reasonable intervals, attesting to continued disability and inability to work. The employee may also be required to submit to medical examinations by physicians designated by CCS at its discretion and at CCS's expense, at the beginning of, during or at the end of the leave period, and to provide CCS with access to medical records as required.

Before the employee will be permitted to return from medical leave, he/she will be required to present CCS with a note from his/her physician indicating that he/she is capable of returning to work and performing the essential functions of the position, with or without reasonable accommodation. Where required, CCS will consider making reasonable accommodation for any legally recognized disability in accordance with applicable laws.

**G. BEREAVEMENT LEAVE**

1. Employees are eligible for paid bereavement leave according to the following guidelines:
  - a. Bereavement Leave for Immediate Family Members: up to five (5) days of bereavement leave. Immediate family members include spouse, child, parent, sibling, sister/brother-in-law, grandparent, grandchild, mother/father-in-law, daughter/son-in-law, or comparable step-relative of an employee.
  - b. Bereavement Leave for Close Relatives: two (2) days of bereavement leave. Close relatives are defined as aunt, uncle, niece, nephew, and cousin.
  - c. Bereavement leave for other Relatives, Friends, etc.: up to one (1) full day.
2. Employees who want to take bereavement leave must advise their supervisor as soon as possible and inform her/him of the amount of time needed for the leave.
3. If additional time is needed by employees for personal reasons, employees may request that they be allowed to take vacation leave, accrued sick leave, or leave without pay.

**ARTICLE 30**

**HOLIDAYS**

Full-time employees receive as holidays with pay those days listed below. Part-time employees receive pro-rated holiday pay based on the hours per pay period which they work (e.g. employees working 60 percent of full-time will be compensated for 60 percent of all paid holidays).

The following are holidays observed:

New Year's Day Martin Luther King, Jr. Day President's Day Memorial Day July 4th Labor Day	Thanksgiving Day Day after Thanksgiving Christmas Day Day after Christmas
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In lieu of half day on Good Friday, staff will have a floating half (1/2) day to be taken with supervisor approval any time during the calendar year.

## Personal Holidays –

Employees get 1 (one) personal holiday to be taken with supervisor approval any time during the calendar year.

Employees must work a minimum of 3 months before they are eligible to take a personal holiday. Each Personal Holiday must be taken in a given calendar year; Personal Holidays not taken are not carried over to the next calendar year and are not payable if not taken prior to termination.

In the event a holiday falls on a Saturday or Sunday, either the preceding Friday or following Monday will be observed as the holiday. This day will be selected in accordance with the prevailing community practice.

## ARTICLE 33

### SUBSTITUTES

Article 33.1 Qualifications for the substitute will be consistent with the role they are filling within the center.

Article 33.4 “Most recent hire date will be used to determine benefit eligibility and paid time off. If less than full time, employee will be credited 50% for relevant experience toward starting compensation; if full time, the entire amount is credited for starting hourly compensation.”

## ARTICLE 35

### WAGES

Upon ratification of this addendum, the following increases will be implemented:

Add 2% to all current wages effective 9/1/2008. In addition, 1.5% will be added to all wages effective 3/1/2009

*NOTE: Each current employee's wage rate will be evaluated to assure that their wage is at least as high as where they would be placed on the wage scale shown below.*

**NEW HIRES**

This agreement will be in effect from September 1, 2008 through August 31, 2011.

Employees hired after the date of ratification of this Collective Bargaining Addendum will be hired at the following rates:

<b>TEACHER POSITION</b>	<b>REQUIREMENTS</b>	<b>BASE RATE</b>		
Entry Level	Must have at least one year of relevant experience and a minimum of 20 hours initial STARS training AND 15 ECE credits	2008-2009 \$10.56*	2009-2010 Open for wage negotiations	2010-2011 Open for wage Negotiations
Experienced Level	Must have at least three years of relevant experience and a minimum of 20 hours initial STARS training AND 25 ECE credits [or CDA].	\$11.36*	Open for wage negotiations	Open for wage Negotiations
Site Supervisor / Lead Teacher	Must have the following: <ul style="list-style-type: none"> <li>• 4 yrs experience working with infant, toddler and/or preschool aged children in childcare setting</li> <li>• 2 yrs supervisory experience</li> <li>• 45 ECE credits or CDA</li> <li>• 20 hrs of STARS training</li> </ul>	\$15.22*	Open for wage negotiations	Open for wage Negotiations

**ASSISTANT TEACHER / COOK POSITION**

	<b>REQUIREMENTS</b>	<b>BASE RATE</b>		
Entry Level	Less than one year of relevant experience	\$8.70*	Open for wage negotiations	Open for wage Negotiations
Experienced Level	Must have at least one year of relevant experience and 20 hours initial STARS training	\$9.42*	Open for wage negotiations	Open for wage Negotiations

\*

\* 1.5% will be added across the new hire pay rate schedule effective 3/1/2009.

CCS reserves the right to increase the starting rate of pay above the rates shown above, but not to exceed the hourly rate of any bargaining unit member.

The number of and full time equivalent for Teacher and Assistant Teacher positions assigned at each Center will be established at the discretion of CCS. Employee rates will be established based on the position he/she is assigned. Each employee's relevant experience and education will be taken into consideration once the position is assigned.

**RELEVANT EXPERIENCE:**

- For each additional year over the minimum required: Add \$.15 per hour to a maximum of \$.45 or 3 additional years.

**RELEVANT EDUCATION:**

Employees represented by the collective bargaining agreement will receive an increase per hour for attaining the levels of education listed below:

- For CDA\* [Child Development Associate]: Add \$.25 per hour  
or 25+ ECE Credits \*\*
- For ECE [Early Childhood Education] at 45 Credits Add \$.35 per hour
- For AA in Early Childhood Education or Child Development Add \$.45 per hour
- For BA in Early Childhood Education, Elementary Education, Child Development Or Related field. Add \$.55 per hour

\* Catholic Community Services values the skill and education our staff brings to our centers. When possible, CCS will assist staff in the completion of their CDA.

*\*\* The Child Development Associate (CDA) must be kept current. Each staff member will have ninety [90] days from the date of expiration to renew this credential. If the renewal does not take place within ninety [90] days, the increase given for this credential will be removed from their hourly rate of pay effective on the first day of the pay period following this ninety [90] day period.*

In order for staff members to receive wage increases, staff must provide the Catholic Community Services Human Resources Department with verification of completion of the required training. When Human Resources receives the appropriate paperwork, staff members will receive the corresponding wage increase effective the first day of the next pay period.

Employees who currently have education documentation must check with Human Resources to assure all the necessary paperwork is on file. After documentation has been verified the corresponding wage increase will be effective the next regularly scheduled pay period.

If an employee has education credentials from a country outside the United States, the employee must have Human Resources review any appropriate documentation. Human Resources will make a determination as to which education level will be rewarded. If an employee disagrees with the decision, an outside resources service may be used to make a determination. If an outside service is used, the employee will receive the confirmation or determination from the outside service agency. If this process is extended beyond 60 days, the employee will receive retroactive pay to the first day of the next regularly scheduled pay period following the completion of the 60-day period.

## **IN CHARGE**

The primary additional duty of a "lead teacher" is to serve as site supervisor when the center director is absent from the center for more than a day. If a current lead position becomes vacant, management has the option of not filling that position, but designating a staff teacher to be "in charge" during the director's absence. A teacher serving as "in charge" will receive "in charge" pay at a rate of one dollar [\$1.00] per hour in addition to their current rate of pay.

## **ANNIVERSARY BONUS**

Catholic Community Services values employees who choose to stay at CCS for a long period of time. All employees covered under the Collective Bargaining Agreement will receive an anniversary bonus as follows:

3 <sup>rd</sup> anniversary	\$300
6 <sup>th</sup> anniversary	\$400
9 <sup>th</sup> anniversary	\$500
12 <sup>th</sup> anniversary	\$600
15 <sup>th</sup> anniversary	\$700
18 <sup>th</sup> anniversary	\$800
21 <sup>st</sup> anniversary	\$900
24 <sup>th</sup> anniversary	\$1000
27 <sup>th</sup> anniversary	\$1100
30 <sup>th</sup> anniversary	\$1200

Anniversary bonus will be paid on the paycheck concurrent with or following the employee's anniversary date and will be subject to payroll taxes and union dues. Anniversary bonuses are not retroactive and will begin upon ratification of this agreement. In lieu of back anniversary bonuses, CCS will honor staff who have passed their 3<sup>rd</sup> anniversary, but are not in a bonus year, with \$100 on their anniversary date during the first year of this contract (2008-2009).

Staff will receive bonuses from that date forward, as listed above, when they reach their 3<sup>rd</sup>, 6<sup>th</sup>, 9<sup>th</sup>, etc. anniversaries.

## **ARTICLE 36**

### **MEDICAL BENEFITS**

36.3 Effective upon ratification, CCS will initiate a deduction for medical insurance premiums [“premium share”] as defined by the agreed tiered program as outlined in the table below: .

Wage per hour	Tier #	Actual Premium Share
\$8.24-\$10.00	1	\$18.80*
\$10.01-\$13.00	2	\$20.64*
\$13.01-up	3	\$23.60*

\* With completion of the medical plan health profile, \$10 will be taken off the premium share resulting in the amounts being \$8.80, \$10.64 and \$13.60 for Tier 1, 2 and 3, respectively.

Any wage increase which moves the employee up to the next medical premium share tier shall cause the employee to be moved to the appropriate medical premium tier on the first day of the month following the date of the wage change.

In years 2009-2010 & 2010-2011 Both parties agree to immediately open this addendum if current benefit renewals are projected to exceed budgeted expense.

## **ARTICLE 37**

### **PENSION**

The Employer provides a contribution of 3% of the employee’s gross annual salary for those employees who meet the following eligibility requirements:

1. Employee must be 21 years of age or older;
2. Employee must have completed 12 consecutive months of service and worked at least 1000 hours in the calendar year.

Employer contributions are 100% vested at the time of the contribution.

Once a newly eligible employee meets the pension eligibility criteria already established he/she will receive 3% employer contribution to gross compensation effective either January 1<sup>st</sup> or July 1<sup>st</sup>, whichever comes soonest.

Any employee who meets the eligibility criteria and subsequently becomes ineligible due to scheduled and on-going reduction in hours will forfeit the 3% contribution the first of the following month of their official status change. This would occur should the employee lose their regular schedule of at least 20 hours per week.

Should the employee resume an official and on-going regular schedule of at least 20 hours per week, the Employer will also resume the 3% contribution the first of the following month of their official status change.

Employees eligible for this contribution will be encouraged to direct the Employer funded amount to the CCS Employee Retirement Savings Plan [403[b]. The employee is not required to do so.

## **ARTICLE 39**

### **RATIOS**

The center will have a transition team made up of representatives from each classroom and the center director. The team will meet in the last week of each month to provide input in the decision making process when children enter or transition from room to room. This team will also discuss the ongoing success of the children's transition.

## **ARTICLE 49**

### **TERMINATION**

#### Article 49.2

An employee who has been involuntarily terminated will receive two work weeks of severance pay, with vacation paid out in full, at the next regularly occurring payroll.

Non-exclusive list of actions, which may be grounds for termination:

The following is a non-exclusive list of actions which may be grounds for termination of employees:

1. Uncorrected inefficiency, incompetence or inability to perform job responsibilities according to Agency standards.
  - Regular employees who have been in their current positions longer than 180 days and who are experiencing performance related problems will generally be subject to the procedures outlined in the Corrective Action Policy, except where CCSWW in its discretion finds that the best interests of the organization are not served by that policy. (See Corrective Action Plan.)
2. A violation of the CCSWW principles of professional conduct (e.g. principles of confidentiality, etc.).
3. Breach of HIPAA privacy regulations. When an individual is dismissed due to breach of HIPAA privacy and/or security regulations, CCSWW will advise the individual that this violation may result in notification to

law enforcement officials and regulatory, accreditation, and licensure organizations.

4. Misrepresentation of a significant fact on the employment application (e.g. education, experience, training, etc.).
5. Misuse of alcohol or drugs affecting work performance. (See Drug Free Workplace Policy.)
6. Harassment of employees, clients, including, but not limited to, harassment based on race, sex, sexual orientation, disabilities, etc.
7. Abuse of sick leave, by violations of the sick leave policy as explained in Benefits Policy or excessive or constant use of sick leave.
8. Refusal to implement official directives, including job duties, responsibilities required of the position, Agency policies, guidelines, etc.
9. Violation of the conflict of interest policy.
10. Violation of the CCSWW Information Services Policies including use of and access to electronic mail, the Internet and CCSWW software and hardware access and utilization.
11. A violation of the moral and social teachings of the Roman Catholic Church, as interpreted by the Archbishop of the Archdiocese of Seattle, either on the job or where seen as representing the Catholic Church.
12. Absences from work which are not requested or not approved. Unexcused absences from CCSWW for three (3) days result in automatic termination.
13. Any attempted or actual, direct or indirect financial transaction with a client or former client of the Agency within a period of one (1) year after such person ceases to be a client of the Agency, except as relates to the provision of authorized services pertinent to the employee's job responsibilities.
14. Lack of appropriate response, as required under the procedures outlined in the Harassment Policy, on the part of a supervisor or other member of Agency management when harassment of either clients or staff is reported to them.

15. An incident or series of incidents which indicate that the employee constitutes a threat or danger to the Agency, its clients or employees. Any act that CCSWW has determined to harm, endanger or place a child, children or any client at risk, either intentionally or not, shall be grounds for immediate discharge. This would include but not be limited to:
  - Leaving a child or children unattended, including in a vehicle, or at any time/place while charged with the supervision of a child or children
  - Abandoning a child or children in a classroom; abandoning a vulnerable adult while in the care/custody of the employee;
  - Any form of inappropriate discipline, such as corporal punishment, use of inappropriate physical or mechanical restraint[s], and/or withholding food;
  - Any form of verbal or physical abuse.
16. Conviction of a felony.
17. Failure to attend all required trainings during the specified period of time [initial six months of employment or to an extension as agreed to and approved by the Agency or System Director.

Article 49.3 An employee who has been involuntarily terminated during their Probationary Period will receive one work week of severance pay at the next regularly occurring payroll.

## **ARTICLE 50**

### **Labor / Management Committee**

1. There shall be a Labor & Management Committee team created to work on issues that are identified in the course of this negotiation. \* The team will reach consensus on those issues and reduce those decisions in writing to an agreement. Any agreement reached in the labor and management committee shall be in force for the duration of the contract unless otherwise specifically agreed to, but not longer.

Labor Management meeting will be held quarterly (January, April, July and October) plus as needed.

2. Half hour of the staff meetings shall be used as “Staff concern/ discussion time” Staff will raise concerns and the Center Director shall address or research answers for the next meeting until resolved.

**IN WITNESS WHEREOF, the Parties hereto have executed this agreement:**

For Catholic Community Services of King County:

For SEIU Local 925:

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Carolyn Johnson Davis  
Child Care Center Director

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Brooke Lather- Representative  
SEIU Local 925

---

Mary C. Hatch  
CCSWW Human Resources Director

---

Marie Ferrell  
Chapter Representative

---

Karla Koon  
CCSKC Human Resources Director

---

Carmen Carranza  
Chapter Representative

Dated: this 19<sup>th</sup> day of September 2008

Attachment A

CATHOLIC COMMUNITY SERVICES  
OF WESTERN WASHINGTON  
JOB DESCRIPTION

Position Title: Site Supervisor/Lead Teacher  
Supervisor: Center Director  
Program: Martin Luther King Dayhome Center

**Major Duties and Responsibilities:**

Position Description:

Under the direction of the Center Director, the Site Supervisor/Lead Teacher is responsible for the day-to-day operation of the ECEAP program (approx 20 hours per week) and for the planning and supervising of the center's learning and activity program (approx 20 hours per week).

Position Responsibilities:

A. Supervisory duties

1. Oversee the development and implementation of classroom curricula and standards to insure practices meet WAC, are varied and developmentally appropriate, and build quality early learning programs in each room.
2. Assist in hiring and training of all center teaching staff including teachers, assistant teachers and on-call staff.
3. Insure all teaching staff receive a center orientation within three days of start date.
4. Insure all staff records are up-to-date and correct including mandatory CCS and licensing training and STARS requirements.
5. Provide one-on-one training, technical assistance and mentoring to classroom teachers, as necessary.
6. In conjunction with the center director, insure all licensing requirements are met and establish classroom goals to meet best practice and quality objectives.

B. ECEAP program

1. Plan, implement, and supervise the ECEAP program in the classroom. The classroom should be a model of quality care and early learning for the center. This includes, but is not limited to, curriculum planning; child interaction; classroom management; modeling appropriate responses and behaviors; consistent, nurturing care; recording keeping; interactions with parents; and working as a team with the other adults in the classroom.
2. Insure all enrollment and other ECEAP paperwork is complete and up-to-date.
3. Customize the classroom program to meet the needs of individual children.
4. Establish a classroom environment that provides a place for child directed learning, creates an atmosphere of order, and ensures the safety of all children.

5. Develop a team relationship with parents by providing on-going information, establishing direct communication, and meeting periodically to review the child's progress and to plan achievable goals.
6. Observe, assess and document each child to assist in developing and implementing Individual Development Plans.
7. Actively participate in other ECEAP trainings and meetings, as possible.

C. Other program duties:

1. Attend monthly staff meetings
2. Share in classroom and center housekeeping responsibilities
3. Stay current on all State required training.
4. Work with director to design staff meetings and staff training.
5. Act in behalf of the Center Director during her absence. Duties may include communicating with parents, handling center emergencies, adjusting center staff to meet ratio demands, responding to outside requests, negotiating conflicts, and staying in contact with System Child Care Director.
6. Other duties as assigned by the Center Director.

MINIMUM QUALIFICATIONS:

1. 21 years or older
2. Four years experience working with infant, toddler and/or pre-school age children in a child care setting.
3. Two years supervisory experience.
4. 45 ECE credits or CDA
5. 20 hours initial STARS
6. Strong written and oral communication skills
7. Ability to work with diverse populations

PREFERRED QUALIFICATIONS:

1. AA in early childhood education or child development
2. Understanding of ECEAP standards
3. Strong problem solving skills
4. Washington State driver's license
5. Understanding of Catholic social teachings and philosophy.

Attachment: B

CATHOLIC COMMUNITY SERVICES  
OF WESTERN WASHINGTON  
JOB DESCRIPTION

Job Title: Teacher

Program: Child Care

Grade: 5

Supervisor: Child Care Program Manager

**Major Duties and Responsibilities**

Position Description:

Under the direction of the Child Care Center Program Manager, the Teacher is responsible for all aspects of the day-to-day operation of the classroom and the caring of the children in that room. This includes, but is not limited to, curriculum planning; direct child interaction; classroom management; modeling appropriate responses and behaviors; providing consistent, nurturing care; record keeping; interacting with parents; and working as a team with other adults in the classroom and in the center.

Position Responsibilities:

1. Plan, implement, and supervise a daily program for the children in the classroom in accordance with the policies and philosophy of the Center and Catholic Community Services.
2. Use developmentally appropriate curriculum to meet the growth and educational needs of very young children. Prepare monthly written curriculum lesson plans.
3. Establish a classroom environment that provides a place for child directed learning, creates an atmosphere of respect and order, and ensures the safety of all children.
4. Develop a team relationship with parents and caregivers by providing on-going information, establishing direct communication, and meeting periodically to review the child's goal, progress and plan.
5. Work directly with other adults in the classroom. Provide a classroom orientation for any new staff. Direct activities of the classroom teacher aide, if applicable. Meet with classroom co-teacher to address classroom issues, classroom scheduling, and individual teaching responsibilities, if applicable.
6. Observe, assess and document for each child to assist in developing and implementing Individual Development Plans.
7. Share in classroom and center housekeeping responsibilities. This may include some assistance in meal and snack preparation and clean up.
8. Attend monthly staff meetings.
9. Stay current on all State required training.
10. Treat all children, parents and co-workers with dignity and respect.
11. Other duties as assigned by Center Director or acting director.

MINIMUM QUALIFICATIONS:

1. 18 years or older as required by the Department of Social and Health Services.
2. Two years experience working with infant, toddler, pre-school and/or school age children in a child care center setting.
3. Meet State training requirements.
4. Possess understanding of child development and children's needs.

PREFERRED QUALIFICATIONS:

1. 45 credits in early childhood education.
2. Experience working with diverse populations.
3. Experience working with children with "special needs".
4. Understanding of Catholic social teachings and philosophy.
5. Olympia only: Experience working with adults with special needs.
6. ECEAP/Head Start: CDA and/or AA in ECE by 9/1/03.

## Attachment C

### CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON JOB DESCRIPTION

Job Title: Teacher Aide/Assistant Teacher  
Program: Child Care  
Grade: 3  
Supervisor: Child Care Program Manager

#### **Major Duties and Responsibilities**

Position Description: Under the direction of the classroom teacher, the Teacher Aide assists in the day-to-day operation of the classroom and the caring of the children in that room. This includes, but is not limited to, caring for basic needs of children, such as meals, diapering, potty training, comforting; following the curriculum plan as established by the teacher; modeling appropriate responses and behaviors; providing consistent, nurturing care; participating in the on-going housekeeping duties; record keeping; and working as a team with other adults in the classroom and in the center.

#### Position Responsibilities:

1. Work with the Teacher to implement a daily program for the children in the classroom in accordance with the policies and philosophy of the Center and Catholic Community Services.
2. Understand the use developmentally appropriate curriculum to meet the growth and educational needs of very young children.
3. Assist in establishing a classroom environment that provides a place for child directed learning, creates an atmosphere of respect and order, and ensures the safety of all children.
4. Share parent comments and child information with the Teacher to help build a team relationship. Connect with parents when they drop off or pick up their children communication, meeting periodically to review the child's goal, progress and plan.
5. Observe, assess and document for each child to assist in developing and implementing Individual Development Plans.
6. Share in classroom and center housekeeping responsibilities. This may include some assistance in meal and snack preparation and clean up.
7. Attend monthly staff meetings.
8. Stay current on all State required training.
9. Treat all children, parents and co-workers with dignity and respect.
10. Other duties as assigned by classroom teacher.

**MINIMUM QUALIFICATIONS:**

1. 18 years or older as required by the Department of Social and Health Services.
2. Experience working with toddler/pre-school age children in a childcare center setting.
3. Meet State training requirements.
4. Possess understanding of child development and children's needs.

**PREFERRED QUALIFICATIONS:**

1. Credits in early childhood education.
2. Experience working with diverse populations.
3. Experience working with children with "special needs".
4. Understand of Catholic social teachings and philosophy.
5. ECEAP/Head Start: STARS training

Attachment D

CATHOLIC COMMUNITY SERVICES  
OF WESTERN WASHINGTON  
JOB DESCRIPTION

Job Title: Cook

Program: Child Care

Supervisor: Center Director

POSITION DESCRIPTION:

Responsible for providing preparation and supervision of mealtimes as stipulated by the Director and USDA regulations.

POSITION RESPONSIBILITIES:

1. Plan monthly menu and prepare nutritious meals and snacks according to USDA and the Director's requirements.
  - Maintain child specific special dietary requirements
2. Appropriately prepare and deliver mealtime and snacks to each classroom per Center procedures.
3. Maintain clean, sanitary, and safe work areas (utilize gloves/hair cover/apron, disinfect surfaces, etc.).
4. Possess/Obtain valid Food Handlers Permit.
5. Rotate stock. Conduct inventory of food items/supplies and determine purchase needs in timely manner.
6. Clean and disinfect stove/oven, microwave, and other appliances.
7. Complete tasks independently; promote a positive and pleasant work environment; maintain positive communication with Director and co-workers in a timely manner.
8. Maintain and provide monthly report for daily meal count per USDA requirements.
9. Work with teaching staff and Center Director to integrate nutrition and food source information into classroom curriculum.
10. As requested by Center Director, develop food preparation and nutrition information for parents and caregivers.
11. Other duties as may be reasonable assigned.

All employees working in CCS have the responsibility for developing and safekeeping a workplace which values and supports a culturally diverse work environment. Employees' treatment of each other, their willingness to try new ways and ideas - all these things

contribute greatly to the organization's success in providing an open, culturally-enriched and diverse workplace.

MINIMUM QUALIFICATIONS: (Qualifications which applicant must possess to be considered for the position.)

1. High School Diploma or Equivalent.
2. Must be eighteen years of age or older.
3. Meal preparation and menu planning skills.
4. Ability to relate well to both children and adults.
5. Have the ability to work with people of diverse social, economic, and cultural backgrounds.
4. Possess or will obtain a valid Food Handlers Permit and CPR/First Aid Certification.
5. Ability to lift 50 pounds.

PREFERRED QUALIFICATIONS: (Qualifications which are desired in applicants; however applicants without these qualifications will not necessarily be excluded from consideration, if they possess minimum qualifications.)

1. Food preparation experience for groups or restaurant.
2. Experience working with children.

\_\_\_\_\_  
Employee Date

\_\_\_\_\_  
Supervisor Date

\_\_\_\_\_  
Division Director Date

\_\_\_\_\_  
Agency Director of Human Resources Date

Attachment E

**CHILD CARE TEACHING STAFF ANNUAL EVALUATION**

Employee Name: \_\_\_\_\_ Job

Title: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Center: \_\_\_\_\_

Review Period Covered: \_\_\_\_\_

**Classroom Responsibilities**

- 1) Develops and implements age appropriate curriculum for classroom (teachers only)  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 2) Follows curriculum plan and directions as presented by teacher (aides only)  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 3) Insures all health and safety requirements are met.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 4) Meets all child care licensing guidelines.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 5) Provides quality care education to meet the needs of each child.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 6) Actively engages children in classroom throughout the day  
~exceptional      ~achieves expectations      ~skill enhancement needed

**Communication**

- 1) Interacts with all staff appropriately fostering teamwork and cooperation.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 2) Demonstrates sensitivity and respect when communicating with parents.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 3) Actively communicates at an age appropriate level with children in the classroom.  
~exceptional      ~achieves expectations      ~skill enhancement needed

- 4) Seeks supervisory input.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 5) Represents the agency in a professional manner.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 6) Consistently and clearly documents classroom and child activities, needs & concerns.  
~exceptional      ~achieves expectations      ~skill enhancement needed

### **Dependability**

- 1) Maintains child, family and classroom records.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 2) Maintains regular and timely attendance.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 3) Notifies supervisor in advance of pending absences as is possible.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 4) Handles classroom emergencies immediately following licensing and agency procedures.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 5) Performs effectively under pressure.  
~exceptional      ~achieves expectations      ~skill enhancement needed

### **Center Management**

- 1) Accepts changes necessary to meet program needs  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 2) Attends and participates effectively in staff meetings.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 3) Knows and follows policies and procedures regarding children showing signs of abuse or neglect.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 4) Provides information and supervision to new staff, substitutes and/or volunteers.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 5) Actively participates in training and professional development opportunities and implements new learning.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 6) Provides supervision and management and maintains licensing requirements when the director is away from the center (Lead/head teacher only)  
~exceptional      ~achieves expectations      ~skill enhancement needed

**CCS and Program Mission**

- 1) Respects cultural differences in the children and families served.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 2) Promotes diversity awareness in the classroom.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 3) Works to build understanding in a diverse workforce.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 4) Willing to learn from others and share ideas.  
~exceptional      ~achieves expectations      ~skill enhancement needed
- 5) Participates in child/parent center events as necessary.  
~exceptional      ~achieves expectations      ~skill enhancement needed

**Management Comments:**

**Staff Comments**

Employee: \_\_\_\_\_  
Date: \_\_\_\_\_

Center Director: \_\_\_\_\_  
Date: \_\_\_\_\_

Final Approval: \_\_\_\_\_  
Date: \_\_\_\_\_

Attachment F

**Request for Training Funds  
COURSE APPROVAL REQUEST FORM**

**NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

Staff may gain course approval for: the STARS 20 hour basic course, the 10 additional hours of STARS approved courses per year, community college courses, neighborhood courses or any other early-childhood related courses.

Name of the course: \_\_\_\_\_

Date and time: \_\_\_\_\_

Is it a STARS approved course? ( ) yes ( ) no

Please attach additional written materials if available.

Would you like the Center to cover the cost of the course? ( ) yes ( ) no

Would you like this to be paid time? (Staff is allotted 10 hours paid time per year for education purposes)

( ) yes ( ) no.

Would you like this to be paid release time from your regular scheduled hours of work?

( ) yes ( ) no.

This course has been approved: ( ) yes ( ) no.

If not, why not?: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***Staff is required to fill out a planned time off request form.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date