

COLLECTIVE BARGAINING AGREEMENT

between

**CHILD CARE GUILD OF LOCAL 925, SERVICE EMPLOYEES
INTERNATIONAL UNION**

AND THE

ASSOCIATION OF CHILDCARE EMPLOYERS

EFFECTIVE:

JUNE 1, 2008 THROUGH AUGUST 31, 2011

AND THE SFCDC CONTRACT ADDENDUM

(as agreed by negotiating parties

March 1, 2009-August 31, 2011)

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PREAMBLE

The purpose of this Agreement is to achieve and maintain harmonious relations between the Association and the Union, to provide for equitable and peaceful adjustment of difference which may arise, and to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment. The parties to this Agreement share a common commitment to providing high quality childcare, efficiently and effectively.

The Association and the Union are committed to a collective bargaining relationship that, acknowledging the limitations imposed by state and program funding, will strive to maximize compensation for childcare employees within this funding, to provide high quality working conditions and to enhance an ongoing relationship of trust and respect.

This Agreement (including each center's addendum) has been jointly created by representatives of the Employers and the Union through the use of the Interest Based Bargaining (IBB) process. We are committed to continued use of the IBB process in our work together, and to resolutions of conflict whenever possible through achievement of consensus upon acknowledgment of all parties' interests.

No part of the addendum shall be in conflict with or fall below standards set in this Agreement, except as provided for in [Article 50.6](#).

ARTICLE 1: PARTIES AND PURPOSE

- 1.1. The Association of Childcare Employers (hereinafter referred to as the "Association"), made up of individual centers (hereinafter referred to as "the Employer(s)") and The Child Care Guild Local 925, Service Employees International Union, (hereinafter referred to as the "Union") have made and entered into this Agreement to promote and maintain harmonious relationships between the parties hereto and to establish and sustain fair and equitable practices under the terms of this Agreement.
- 1.2. This Agreement and its provisions shall be binding on all successors and assignees.
- 1.3. The Employer agrees to voluntarily recognize the Union as the exclusive bargaining representative for all regular full-time and part-time employees (for specific job titles, see each center's addendum) and apply the terms of this collective bargaining agreement to these employees upon a showing of majority status at any new or additional facilities of the Employer in King County.
 - 1.3.1. Majority status shall be established by either a Union authorization card check or a petition signed by employees. If necessary, the Employer may verify the card check or petition by a neutral party agreed upon by both parties.
 - 1.3.2. In organizing campaigns at new or additional facilities of the Employer in King County, the Employer agrees to maintain a neutral position. No supervisors, managers or agents of the Employer will take action in organizing campaigns in opposition to, or in support of, representation by Local 925, Service Employees International Union.

- 1.3.3. Disputes over scope of the unit, placement, eligibility or improper conduct by either party shall be subject to Steps 4 and 5 of the Grievance Procedure ([Article 23](#)). The Arbitrator shall render a decision within 15 days of the hearing.
- 1.4. The Employer and the Union agree to cooperate wherever possible to raise the standards of service. The parties agree that providing the highest possible standards of childcare will be the primary consideration in their relationship with one another.
- 1.5. The parties further agree that they share the common aim of promoting: fair and reasonable working conditions; effective methods for the prompt resolution of differences, misunderstandings and disputes; dignified and fair treatment of employees in the implementation of all policies and procedures; and an on-going public campaign to explain the direct relationship between funding and quality of care.
- 1.6. Our goal is that employees and Employers can count on working in an environment in which they will be treated in a professional manner of dignity and respect.

ARTICLE 2: RECOGNITION

The Association recognizes the Union as the sole and exclusive bargaining agent for employees in the bargaining unit. For specific job titles, see each center's addendum. Newly created job titles shall be included in the bargaining unit as applicable. Generally, positions shall be included in the bargaining unit if they meet the National Labor Relations Board Unit Exclusion Guidelines (www.nlrb.gov). The employer shall discuss newly created job titles with the Union Rep and steward.

[Job titles covered by contract:](#)

- [Lead Teacher](#)
- [Associate Teacher](#)
- [Assistant Teacher](#)
- [Teacher Aide](#)
- [Program Curriculum Coordinator](#)
- [Lead Maintenance](#)
- [Maintenance assistant](#)
- [Custodian](#)
- [Kitchen Supervisor](#)
- [Dishwasher](#)
- [Hall Monitor](#)

- Administrative Assistant

ARTICLE 3: NONDISCRIMINATION

- 3.1. Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, religion, national origin, age, gender, political affiliation, sexual orientation, union membership, union activity, disability, marital status, or service in the Armed Forces.
- 3.2. All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity. Employees and families served will be treated fairly and with dignity and respect.

ARTICLE 4: STRIKES AND LOCKOUTS

“Strike”, as used in this Agreement, shall be deemed to include any strike, sympathy strike, sit-down, slowdown, or other stoppage of work (or concerted interruption of service) for any reason whatsoever. The Union agrees to conduct no strikes, by all or any of the employees it represents, during the term of the Agreement. The Association and the Employer(s) agrees to conduct no lockouts during the period of the Agreement.

ARTICLE 5: ON-GOING ACE/GUILD COLLABORATION/MEETINGS

To maintain our common vision, both the Association and Union need to collaborate often. In the interest of identifying and acting on issues before they become troublesome, the solution will be three fold:

1. **Communication.** We will use email and internet to communicate between meetings and to create an agenda for coming meetings;
2. **Joint Attendance.** There will be times when ambassadors are invited to meetings, as in an Association representative visit a Union meeting and vice versa; and
3. **Meetings.** To further strengthen communication/team up for advocacy, there will be one Association/Union meeting on March 2, 2009 7-9 PM and the first Monday of March in subsequent years. The Chairs of the Association and Local 925 or designees will host and organize these two-hour unpaid meetings. Meeting times and time of day are to be decided by current Association/Union council members. When at all possible, meetings will be planned several months in advance. The meetings will be in the evenings and food will be involved. A presentation on the SEIU Industry Pension Fund will be included in this meeting. From this, we can create Association/Union task forces to work on special projects.

ARTICLE 6: UNION SECURITY

- 6.1. All bargaining unit employees who, on the ratification date of the Agreement, are members of the Union, and all employees who voluntarily become members thereafter, shall, as a condition of continued employment, maintain their

membership in the Union in good standing for the duration of this Agreement. Employees who do not choose to join the Union shall begin paying a fair share fee for the costs of representation, as a condition of continued employment, to the Union within thirty (30) days following the signing of this Agreement or date of hire, whichever date occurs last. Any employee who is a member of the Union may voluntarily withdraw from the Union by giving written notice to the Union by certified mail within the last thirty (30) days prior to the expiration date of this Agreement and shall pay the fair share fee thereafter.

6.2. Dues and fees deduction: The Employer shall provide for the semi-monthly payroll deduction of union dues and fees, which are uniformly applied to all members in the bargaining unit. Recognized payroll deduction cards which are submitted to the Employer's payroll officers by the 10th of the month will become effective on the first day of the same month; those received by the 25th of the month will become effective on the 16th day of the same month. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues and fees hereby undertakes to indemnify and hold the Employer harmless against all claims, suits or other forms of liability that shall arise against the Employer for, or on account of, any deduction made from the wages of such employee.

6.2.1. The Employer shall remit to the Union monthly all bargaining unit dues and fees deducted for that pay period.

6.2.2. The Employer shall provide the Union with a monthly listing of all employees in the bargaining unit with Union dues deductions for that month.

6.2.3. It is the responsibility of the Employer to provide the name and schedule of the new hire to the steward within 15 days of hire. The Employer will also provide the new hire with the steward's name and schedule within 15 days. This information shall be provided in writing. This process will be outlined in each center's addendum. For example the steward's contact information could be included on a checklist of information new employees receive. The Union local will provide centers with the membership card to be placed in the new employee orientation packet. In the event that there is currently no steward at the center, the SEIU 925 Union rep assigned to childcare will serve in this role. The Employer will assist the steward and new hire in scheduling a 15 minutes orientation meeting. Ideally, this meeting will happen within 15 days of hire, but must happen within 30 days of hire. The steward will get a signed payroll deduction card from the new hire within 30 days of hire. The steward will give one copy of this card to the Employer and deliver one copy of this card to the Union office.

- 6.3. Voluntary Political Check-off. The Employer will honor voluntary contribution deduction authorizations from employees in the unit for political contributions to SEIU COPE (Committee on Political Empowerment.) The Employer will deduct the authorized amounts from the individual employee's paycheck and remit those sums to SEIU Local 925, along with a list of the employees and the amount deducted for each employee.

ARTICLE 7: UNION ACTIVITY, VISITATION & BULLETIN BOARDS

- 7.1. Union Organizer Representative: With prior notice to the Employer, the Union's Organizer Representative shall have reasonable access to each Employer's premises for the purpose of handling grievances and administering this Agreement. Nothing in this provision shall be interpreted to allow a Union representative to interfere with any work-related activity of any employee.
- 7.2. The Employer will make available to the Union a bulletin board for its use.

ARTICLE 8: MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Employer, through its designated management personnel or agents, has the right and responsibility, except as expressly modified by this Agreement, to control, change and supervise all operations, and to direct and assign work to all employees. Such rights and responsibilities shall include but not be limited to: selection and hiring; training; discipline and discharge; classification, reclassification, and layoff; promotion and demotion or transfer of employees; the establishment of work schedules; the allocation of all financial and other resources; and the control and regulation of the use of all equipment and other property of the Employer. The Employer shall determine the methods, technological means and qualifications of personnel by and for which operations are to be carried out. The Employer shall take whatever action may be necessary to carry out its rights in any emergency situation.

ARTICLE 9: STEWARDS AND STEWARD TRAINING

- 9.1. The employees of each center will elect at least one steward at each represented childcare center who is a member of the bargaining unit and who shall be authorized to assist employees with grievances through the grievance procedure of this Agreement ([Article 23](#)). The Union shall promptly notify the Employer if any changes occur regarding the steward. A steward who is processing a grievance in accordance with Steps 2 and 3 of the grievance procedure of this Agreement shall be permitted reasonable time, as arranged in conjunction with the Employer, to assist in the research and resolution of legitimate employee grievances on the Employer's property without loss of pay or recorded work time. Stewards shall be on paid time when conferring with the Employer relative to a grievance.
- 9.2. During each year of this Agreement each of the Union's stewards, as provided in Article 9.1 of this Agreement, shall be provided with four (4) hours of release

time, without loss of pay, to participate in steward training programs sponsored by the Union. The Union shall notify the Employer at least two (2) weeks in advance of the date and time of trainings.

- 9.3. Time off for steward training shall be approved in advance by the steward's supervisor and will be contingent upon the ability to provide proper work coverage during the requested time off.

ARTICLE 10: ADDENDUM PROCESS

- 10.1. Each childcare center which becomes a signatory to this Agreement will bargain an addendum for its center. Each center's addendum is a supplement to this agreement that addresses the particular needs and sustains or improves the standards of each childcare center. When policies currently in place meet or surpass standards set in this Agreement, the expectation is that the policies will be maintained or further improved. No part of the addendum shall be in conflict with or fall below standards set in this Agreement, except as provided for in [Article 50.2](#).
- 10.2. The bargaining team for addendum negotiations will be made up of at least one representative from management and two or three representatives from the bargaining unit at the childcare center. Each person who participates in bargaining must have training in the Interest Based Bargaining (IBB) process. It is recommended that three members of the bargaining unit be trained. At least two trained bargaining unit members and one management representative must be present at each bargaining session. Each center's bargaining team shall make every effort to complete addendum negotiations in a timely manner, not to exceed eight weeks.

- 10.3. Each addendum must address the following areas:
- Job titles ([Article 2](#))
 - Sharing information about new hire with steward ([Article 6.2.3](#))
 - Advocacy ([Article 11.2](#))
 - Worthy Wage Day ([Article 11.3](#))
 - Job descriptions/Staff schedules ([Article 12.1](#))
 - Interviewing and hiring process ([Article 13](#)) Optional
 - Performance evaluations ([Article 16.3](#))
 - Layoffs and recall ([Article 19.1](#))
 - Restoration of hours and seniority
 - Conflicts resolution ([Article 24.1](#))
 - Professional Development ([Article 25](#))
 - Planning time ([Article 26.2](#))
 - Leave and probationary period ([Article 29](#))
 - Vacation requests ([Article 29.2](#))
 - Holidays ([Article 30](#))
 - Employee initiated leave ([Article 31](#))
 - Substitute Minimum Requirements ([Article 33.1](#))
 - Substitute training ([Article 33.2](#))
 - Wage scale and increase ([Article 35](#))
 - Medical benefits ([Article 36](#))
 - Pension plan terms ([Article 37](#))
 - In charge pay ([Article 38](#))
 - Chain of command ([Article 38](#))
 - Grounds for termination ([Article 49.2](#))
 - Final Pay ([Article 49.3](#))
 - Procedures for dealing with the effects of termination ([Article 49](#))

The Employer and the Union may each propose additional issues appropriate for negotiations. Neither party may refuse to bargain any issue proposed by either party.

- 10.4. Addendum Renegotiations. For each center that is a signatory to this Agreement as of its date of ratification, a good faith effort will be made to complete renegotiation of the center's current addendum within eight weeks following the date of expiration of the current addendum; the current addendum will remain in effect until the new addendum is completed. The language of this Agreement supersedes any language with which it conflicts in a current addendum. Each center must renegotiate its addendum at least once during the period covered by this Agreement. By mutual consent of the Employer and the Union, the addendum may be opened for renegotiation at any time.

- 10.5. First Time Negotiations. Every childcare center that becomes a signatory to this Agreement after the effective date will bargain an addendum within 8

weeks of signing on to this agreement according to the terms of this article. All provisions of this contract will take effect at each new center immediately upon ratification of their addendum, except as otherwise specified in that addendum.

ARTICLE 11: ADVOCACY

11.1. As part of our ongoing campaign to provide the highest possible standard of childcare and engage in an ongoing public campaign to explain the direct relationship between funding and the quality of care, it is in each party's best interest to provide reasonable opportunity for members of the bargaining unit to participate in these efforts.

11.2. To this end, each center will endeavor to provide paid release time to employees involved in such advocacy, which includes, but is not limited to: providing public education, testifying before committees, and participating in stakeholder groups. It is understood that the goal of the advocacy is to serve the collective agenda of the Union and the Association. Whenever possible, the Union, the Association and the Employers will work together to find outside funding to pay for substitutes so that employees can participate without causing undue hardship to centers or employees. The details regarding advocacy activities pertaining to a particular Association Center shall be contained within its Addendum. *SFCDC will provide up to eight hours per year paid leave to participate in local or state level advocacy. Requests for paid advocacy leave must be submitted and approved by the Administration using the leave request form as soon as possible prior to the event. Advocacy events include, but are not limited to, giving testimony in Olympia, Seattle or at the County level; meeting with local, state or federal elected officials or Worthy Wage Day.*

11.2.1. We encourage centers to include the Association/Union vision statement in their parent handbooks and/or a statement about our joint advocacy and how parents can become involved to advocate for more funding for the child care system. Examples of how to keep parents updated and included in our joint advocacy work are:

- Having an advocacy bulletin board accessible to parents/families
- Sending/posting regular updates about advocacy (legal, as long as we don't advocate for one particular candidate) through photocopies or email lists.
- And/or forming a joint staff/parent advocacy committee to work for Worthy Wages and quality care within the center or as part of the larger ECE/out-of-school time advocacy movement.

11.3. Worthy Wage Day is a day set aside annually for public action to raise the level of consciousness about the importance of achieving high job standards and low staff turnover in the childcare field. Worthy Wages also works to create an

awareness among parents, business, government and the community in general that the childcare staffing crisis is not just the employees' problem. Centers are encouraged to recognize Worthy Wage Day in a meaningful manner. One way the Associations' centers can do this, is by educating parents about Worthy Wage Day ahead of time; using information from seattle.worthywageday.org or by sending center representatives to Worthy Wages planning meetings. Additionally a personal invitation from staff and management is very useful in getting parents involved in the event. Association /Union members will work to offer parent education at Worthy Wages Day trainings. The details of each center's activities to raise public awareness and obtain parental involvement for Worthy Wages Day shall be contained in its addendum. [Staff at Small Faces is encouraged to participate in Worthy Wage Day activities. The Center will not close but those who arrange substitute classroom coverage and attend WWD activities will be paid at their regular rate of pay up to 8 hours upon prior Administrative approval.](#)

ARTICLE 12: JOB DESCRIPTIONS

- 12.1. Employees will be provided a copy of their written job descriptions, and of performance evaluation procedures and instruments, before beginning employment. Job descriptions are accurate and specific, reflecting actual job duties, include minimum qualifications for the position, and are changed according to changes in duties. Each center's Addendum shall contain the job descriptions for that particular center. [The job descriptions include baseline requirements, personal and educational qualifications, in addition to the job responsibilities. See appendices for current job descriptions.](#)
- 12.2. Job descriptions will be reviewed at least annually, and employees will have input into any revisions.

ARTICLE 13: INTERVIEWING AND HIRING PROCESS

In order to provide staff who will be working with a newly hired employee on a regular basis the chance to assess the applicant's suitability, no applicant will be hired for any position that involves teaching responsibilities without first being observed by co-workers/affected staff in the classroom for a minimum of one hour. Furthermore, finalist(s) will meet with at least one of the affected staff if available during the hiring process. The Employer will make every effort to consult with co-workers/affected staff before making the hiring decision. The employer will make the final determination. The process may be further defined in each center's Addendum. [Center support staff, including aides, teacher assistants, hall monitors, administrative assistant, cook, custodian, maintenance, maintenance assistant and dishwasher, is exempted from observation during the hiring process. The Administration has the discretion to sit in on any second interview observation.](#)

ARTICLE 14: INTERNAL POSTING AND PROMOTIONS

- 14.1. Program policies shall focus on developing current employees for promotions and leadership positions. If a position becomes available in a center, current employees will be informed simultaneously with the posting of the position inside and outside the center. Preference will be given to qualified internal applicants for promotion (e.g., assistant teacher to lead teacher) Current employees will be given the chance to interview first. If two or more equally qualified employees apply for a position, as measured by past work performance and by qualifications for the position being applied for, the most senior employee will receive preference.
- 14.2. In the case of requests for lateral transfers to open positions within each center (e.g., assistant teacher in Room A to assistant teacher in Room B), the Employer may decline such requests if a transfer is determined not to be in the best interests of the program. The employee requesting the transfer has the right to a conference with the Employer to discuss the Employer's decision not to grant the transfer; however such a conference does not abrogate or modify the Employer's right to make the decision about the requested transfer.
- 14.3. It is the employee's responsibility to provide the employer with the best possible means of contacting them while on leave. Should a position become available, the employer must use this means to contact the employee on leave, in addition to the normal posting practices of the center.

ARTICLE 15: PROBATIONARY PERIOD

- 15.1. Unless otherwise specified in a contract addendum, the probationary period will be ninety (90) days. The employee shall have his/her performance reviewed by the end of the probationary period. The review will be performed as outlined in Performance Evaluations ([Article 16](#)).
- 15.2. During the probationary period, an employee may be terminated without cause, and is not entitled to use the Grievance Procedure ([Article 23](#)). Affected staff members are encouraged to offer input to the Employer concerning the probationary employee's ability in regard to center policies.
- 15.3. The probationary period may be extended up to an additional 90 days by mutual agreement between the Employer and the employee. Should the employee not agree to the extension, this decision will be treated as a voluntary resignation, not subject to the Grievance Procedures ([Article 23](#)). [The evaluation process, conducted before the end of the 90 day Orientation annually and thereafter, consists of:](#)
- Step 1** a self-evaluation completed by the employee
 - Step 2** written evaluation by the administration
 - Step 3** administration can request input from staff trainer and team members
 - Step 4** meeting between the employee and the administration to review the written evaluation and other comments

- 15.4. Upon satisfactory completion of the probationary period, the newly hired employee becomes a regular employee and is entitled to all employee benefits. An extended probationary period will not affect the employee's receipt of benefits s/he would otherwise have received. [Upon request from the board, staff will provide input on the administration's annual performance evaluation.](#)
- 15.5. During the probationary period, employees are guaranteed all benefits covered by this contract excluding the following (unless granted by the center's addendum):
- Grievance Procedure ([See Article 23](#))
 - Medical Benefits (see [Article 36.1](#))
 - Leave: Vacation/Personal/Sick (see [Article 29.2](#) for limited exceptions)
 - Professional Development (see [Article 25.5](#) for limited exceptions)
 - Paid Employee Initiated Leave (see [Article 31](#))

ARTICLE 16: PERFORMANCE EVALUATIONS

- 16.1. The intent of the evaluation process and its outcome is, in addition to providing the basis for making personnel decisions, to also serve as a learning tool to develop goals for further staff development, using a method that reflects each center's philosophical approach to learning.
- 16.2. All employees are evaluated by the end of their probationary period and at least annually thereafter (some Employers refer to the probationary period as the "introductory" or the "orientation" period).
- 16.3. The evaluation process must include: (1) a self-evaluation completed by the employee; (2) a written evaluation by the supervisor, a copy of which will be given to the employee at the evaluation meeting; (3) where and when applicable, an opportunity for peer or team evaluation; (4) a meeting between the employee and the supervisor. The details of each center's evaluation procedure shall be contained in its addendum.
- 16.4. Employees will have the opportunity annually to evaluate the director. The purpose of this evaluation is to provide input for consideration by the director. This procedure will not infringe upon the right of a board/owner(s) to evaluate management.

ARTICLE 17: HOURS OF WORK

- 17.1. Employee schedules and classroom assignments are specified at the time of hire. Classroom assignments are stable, allowing for occasional changes due to unexpected circumstances.

- 17.2. Changes in work schedules shall be discussed with affected employees as far in advance as possible. Hours of work or work schedules are not changed in response to daily fluctuations in child enrollment or attendance.
- 17.3. Employee input is considered when work schedules must be changed. When regular work schedules must be changed, ideally a minimum of two weeks notice is given.
- 17.4. As part of this Agreement, the Association and Union acknowledge and will follow Washington State law regarding meal periods of at least thirty (30) minutes to be taken no less than two hours, nor more than five hours, from the beginning of an employee's shift. This break need not be paid time. One paid fifteen (15) minute break should be taken for each four hour period worked. Employee coverage for breaks will be arranged by the Employer.
- 17.5. Definitions for SFCDC
- Regular Full-Time signifies that you are assigned to a regularly established position for a 40-hour workweek. Employees who work 20 hours/week or more are benefits eligible. Those who work less than 40 hours will have benefits pro-rated.
 - Regular Part-Time indicates you are scheduled to work fewer than 40 hours per week.
 - Temporary means that you are hired to work a limited period of 6 months or less on a full or part time basis to fill a temporary position, such as leave or illness relief. You will not receive any benefits.
 - Variable Full-Time signifies that you are assigned to a regularly established position for a 40 hour work week, but you work less than 12 months a year. You will receive paid time off and benefits on a prorated basis.

ARTICLE 18: MAJOR CHANGE PLANNING

Major Change in this contract will be defined as change of facility, reorganization, contracting out, and natural disaster. Reorganization is a change in the center's program, structure and/or service. Employees must receive at least two (2) weeks notice of the reorganization date. Employees will have the opportunity to provide input regarding change of duties. Affected employees will be included in discussions regarding reorganization. To this effect, a forum for open discussion shall be created when major changes take place. A suggested forum is a labor management committee (see [Article 50](#)). A Labor Management committee shall be consulted prior to contracting out positions covered under the Center's addendum.

ARTICLE 19: LAYOFFS & RECALL

19.1. "Layoff" is defined as a reduction in the work force causing severance of employment or reduction in hours. Employees may be laid off due to lack of work, lack of funding, and/or reorganization of the program. Employers will first ask for voluntary layoffs; if voluntary layoffs are insufficient, employees will be laid off according to the procedure(s) defined in the Addendum for the center where they are employed. Said procedure(s) will take into consideration seniority and job classification. Temporary employees will be laid off before regular employees. [Layoffs of regular employees, will be determined by seniority within the following job class hierarchy:](#)

[Class 1: Lead Teachers, Cook and Lead Maintenance](#)

[Class 2: Program Curriculum Coordinator](#)

[Class 3: Associate Teachers, Assistant Maintenance](#)

[Class 4: Assistant Teachers, Classroom Aides, Dishwasher, Hall Monitor, Custodian and Administrative Assistant](#)

[Layoffs will begin with the least senior staff person in Class 4 and continue on through the most senior staff member in Class 4. If necessary the next set of staff layoffs will begin with the least senior member of Class 3, etc.](#)

[Employees may be moved to different programs to fill in where a layoff has occurred. Layoffs may not be used in lieu of corrective action. A minimum of two \(2\) weeks notice of the actual layoff date will be given the employee; but whenever possible, four \(4\) weeks notice will be given of the impending layoff. Refer to each center's addendum regarding severance pay. \[SFCDC pays into the State's unemployment insurance program in lieu of severance pay.\]\(#\) Upon layoff, employees may cash out certain accumulated leave as specified in each center's the addendum. \[Upon layoff, employees may cash out accumulated paid time off.\]\(#\)](#)

19.2. Recall/Restoration of hours. Employees on laid off status will be recalled/have their hours restored in consideration of seniority and job classification as provided for in each Center's addendum. [When employees are recalled to employment, they will retain their seniority and original anniversary date. If the employee received payment for accumulated paid time off at the time of layoff, leave accrual will be reinstated based upon the original anniversary date of hire. Leave will be prorated based upon the number of months worked in the prior year. Pension date may vary from the anniversary date.](#) Notice of recall shall be sent by certified or registered mail to the last address of record. It is the responsibility of the laid off employee to keep the center notified of her/his current mailing address. A recalled employee will be given up to five (5) calendar days following receipt of the letter to accept the employment offer by signing and returning the appropriate copy of the recall notice to the center.

Employees shall retain their earned seniority, for purpose of recall, for a period of up three (3) months. Employees on lay off for more than three (3) months shall lose their rights under this Agreement.

- 19.3. An employee recalled to work is obligated to take said work, if the job classification, rate of pay, and shift (e.g. 8-4 vs. 10-6) are the same or better. An employee who declines said work for which s/he is qualified, shall forfeit her/his rights to recall. Upon return to active employment, seniority, wages and leave accrual will be reinstated as appropriate.

ARTICLE 20: SENIORITY

- 20.1. Seniority is defined as the continuous length of service with the center from the most recent day of hire. Time spent on leave of absence without pay or on layoff shall not be included in computing seniority.
- 20.2. Seniority shall be lost following an employee's resignation, termination for cause, failure to return from a leave of absence or expiration of rehire rights.
- 20.3. Seniority for benefit accrual purposes shall include all time accredited to the employee up to the date of entering into the Bargaining Unit.

ARTICLE 21: ADMINISTRATIVE LEAVE

- 21.1. In the event that Child Protective Services (CPS), any other regulatory authority, or the Employer requires that an employee be placed on administrative leave, s/he will be paid at her/his regular rate of pay during the investigation for up to five (5) working days. Administrative leave of more than five working days shall be with or without pay dependent upon the facts involved and as determined by the Employer.
- 21.2. At the conclusion of the administrative leave, the employee may be returned to normal duties without prejudice, placed on corrective action, or discharged, depending upon the nature of the incident and the outcome of the investigation. Any corrective action or discharge will be in accordance with the Corrective Disciplinary Action/Termination procedure ([Article 22](#)).

ARTICLE 22: CORRECTIVE DISCIPLINARY ACTION/TERMINATION

- 22.1. The purposes of this article are:
- to provide fair, consistent treatment of all employees regarding disciplinary procedures;
 - to communicate to employees when they are failing to meet job requirements;
 - to work with employees to develop specific plans for improvement and to provide an appropriate amount of time to make that improvement; and
 - to provide a sound, factual basis to terminate employees who do not improve during the corrective action process.
- 22.2. Employers will notify employees verbally or in writing that they have a right to have a union representative present upon request at Steps 2, 3 and 4 of this process.

22.3. No employee shall receive a corrective action plan or be terminated except for Just Cause. The concept of Just Cause in union contracts (as outlined in Appendix V) is the standard that management must adhere to when disciplining or discharging an employee. It will provide a positive method for improvement rather than punitive action. The Employer will determine the specific step at which the process begins based on the nature and severity of the problem. All written action plans will include all of the elements of the Sample Corrective Action Plan (see [Appendix II](#)). A copy of all written action plans and formal counseling memos will be given to the employee. Employees shall sign the corrective action plan for the purpose of acknowledging receipt thereof.

22.4. Steps of Corrective Action Process

Step 1 Informal Verbal Counseling: A meeting between the employee and the immediate supervisor. Following the meeting, the supervisor may provide a written summary of the meeting to include an action plan, if desired. If there is insufficient improvement in performance after a reasonable amount of time, the Employer may proceed to Step 2. Any hearsay must be corroborated by investigation in order to move from Step 1 to Step 2.

Step 2 Formal Counseling: The employee and the immediate supervisor meet to develop a work plan for the employee to improve performance. The supervisor will set a timeline for improvement and write a memo to the employee summarizing the meeting including the specific plan and timeline. All written documentation of performance issues shall remain in the employee file to insure that a complete record of the employee's performance and progress is maintained. If there is insufficient improvement in performance after a reasonable amount of time, the Employer may proceed to Step 3.

Step 3 Final Counseling: This step may involve administrative personnel other than the employee's immediate supervisor. Final counseling includes the development of a written action plan which will identify specific problem areas, performance objectives, suggestions for remedying, and a reasonable timeframe for improvement.

The Employer may provide the employee a decision-making period of one day of paid time away from the work site, either before or after the final counseling meeting, to be used by the employee to consider the consequences of failure to follow the action plan. If the Employer decides to provide a decision-making day, the employee will be given a list of expectations and problem area statements prior to the day taking place. If, after the decision-making day, the employee determines that they want to continue working at the center under the prescribed expectations, they will be expected to follow the performance guidelines in the final counseling action plan. If the employee determines that they cannot work under the prescribed performance expectations, the employee will have the choice to resign or be terminated. If there is insufficient improvement in performance after a reasonable amount of time, the Employer may proceed to Step 4.

Step 4 Termination: If the employee's performance has not shown sufficient improvement or if the severity of the offense warrants immediate termination, the employee may be terminated. Prior to termination, a termination meeting will be scheduled with the employee.

22.5. Evaluation of Corrective Action Status: Within one year of entering the Corrective Action process the employer must meet with the employee and write a memo acknowledging improvement or describing the continuation of the Corrective Action.

22.6. Resolution of Corrective Action Status: If the employee's performance has sufficiently improved at any step during the corrective action period, the supervisor will write a memo to the employee citing the specific performance improvements and stating that the employee is no longer in the corrective action process. The employee will then be expected to continue to maintain performance standards.

22.7. What is subject to Grievance Action: Step 1 may not be grieved. Steps 2-5 may be grieved according to the grievance procedure ([Article 23](#)).

ARTICLE 23: GRIEVANCE PROCEDURE

23.1. The purpose of this procedure is to provide an orderly method of resolving grievances/conflicts in the workplace.

23.2. Each center and the Union commit to address and resolve issues in a fair and responsible manner using informal problem solving and conflict resolution methods when possible. Our relationship depends on mutual respect and trust, built on our ability to recognize and resolve disagreements as they arise.

23.3. Definitions:

- **Grievant:** A grievant is an employee, or in a case involving the Union's contractual rights, the Union.
- **Grievance/Conflict:** Grievance/conflict is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
- **Days:** "Days" in this procedure are work days.
- **Timelines:** Grievances/conflicts shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement. Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance/conflict within the specified or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of the procedure. Failure on the part of the grievant (employee or Union) to present

or proceed with a grievance/conflict within the specific or mutually extended time limits will render the grievance/conflict waived.

23.4. Process:

Step 1 Informal Level: Informal Submission of Grievance/Conflict to Supervisor.

Within fifteen (15) days following the occurrence of the event giving rise to the grievance/conflict, or 15 days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance/conflict informally with the immediate supervisor. Notification to the supervisor will be in writing. The immediate supervisor shall meet informally with the employee. If a satisfactory resolution is not reached, the grievant may proceed to Step 2.

Step 2 Formal Level: Written Submission of Grievance/Conflict to Supervisor.

Within ten (10) days of the Step 1 meeting, the Union Steward and/or Representative together with the grievant shall submit to the immediate supervisor a completed standard grievance form (see [Appendix I](#)) and request a meeting. Within 10 days following receipt of the completed grievance form, the immediate supervisor will meet with the grievant and the union representative.

The immediate supervisor will inform the grievant and the Union in writing of his/her response to the grievance/conflict within 10 days of the presentation of the grievance/conflict.

If a satisfactory resolution is not reached, the grievant may proceed to Step 3. Where another level of authority does not exist, the grievant may proceed to Step 4.

Step 3 Next level of authority: Written Submission of Grievance/Conflict to the next level of authority

Where a next level of authority exists, the Step 2 process will be repeated with said authority, using the grievance form completed in Step 2.

If a satisfactory resolution is not reached, the grievant may proceed to Step 4. Where noted in a center's addendum, further levels of authority may be consulted before proceeding to Step 4.

Step 4 Mediation:

The Union and the Employer shall request within 10 days, the grievance mediation services of the Federal Mediation and Conciliation Service. Refer to [Appendix III](#) for definitions.

If satisfactory resolution is not reached in Step 4, the grievant may proceed to Step 5.

Step 5 Arbitration:

The Union and the Employer may elect to proceed to arbitration if mediation reaches impasse. Parties are encouraged to utilize expedited arbitration. Written notice of a request for arbitration shall be made to the Union or Employer with ten (10) days following completion of the mediation process.

Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of the Agreement.

The parties will request a list of arbiters from the Federal Mediation and Conciliation Service. Taking turns, each party will strike names one at a time until one arbiter's name is left. That arbiter will be contacted to conduct the arbitration. The parties agree that the arbiter shall have no power to render a decision that adds to, subtracts from, alters or modifies in any way the terms and conditions of the Agreement.

The arbiter's decision shall be made in writing and the arbiter shall be encouraged to render the decision within thirty (30) calendar days of the close of arbitration hearing.

The parties agree that the decision of the arbiter will be final and binding on all parties. The cost of the arbitration shall be borne equally by the parties and each party shall bear the full cost of presenting its own case.

The Employer has no duty to maintain the status quo or to restore status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

- 23.5. There will be no reprisals against the grievant or others as a result of his or her participation in this process.

ARTICLE 24: CONFLICT RESOLUTION

- 24.1. In order to promote a peaceful work environment and actively practice the skills we are trying to teach the children, all Union centers will develop a conflict resolution process to resolve conflicts between staff. Whenever possible, centers are encouraged to develop such policies for their other bodies such as Boards and Parent Groups. The purpose of this process is to actively solve problems before they escalate. Affected staff and the director/designee will work together to resolve the issue in a timely manner per the addendum preferably including a first meeting within 10 working days.
- 24.2. The Association/Union Coalition may address the need for on going conflict resolution training during meetings.

ARTICLE 25: PROFESSIONAL DEVELOPMENT

- 25.1. The Association and the Union recognize that professional development of childcare teachers is an essential part of providing high quality childcare. The intent of this Article is to foster an environment in which employees and employers work together to promote professional development.
- 25.2. Training time: Each fulltime employee shall have a minimum of 10 hours annually of paid time in which to pursue training relevant to his/her professional development. Each part-time employee will receive pro-rated training time. This time shall be paid at the regular rate of pay, not to include overtime. The 10 hours professional development time shall not include any training at which the Employer requires attendance. The 10 hours professional development time may include STARS trainings and trainings mandated from various sources other than the Employer (state, city, county, etc.)
- 25.3. Training money: Each full time employee shall have a minimum of \$100 annually to apply towards tuition and fees for trainings relevant to his/her professional development. Each part-time employee will receive pro-rated training money. The \$100 may be applied towards employer-required training that meets STARS requirements, by mutual consent of the employees and employer. The \$100 shall not be applied towards any training at which attendance is required by the Employer, but does not meet STARS requirements. STARS is the Washington State Registry and Training System, a child care licensing requirement, developed, administered and required by state law. Should the law change, the Association and Union agree to follow whatever state licensing requirement is implemented. The \$100 may be applied towards STARS trainings and trainings mandated from various sources other than the Employer (state, city, county, etc.).

Lead teachers and Associate teachers may request up to \$100 per school year for workshop training. Teacher assistants, Administrative assistants, aides, kitchen, and maintenance/custodial staff are not required to complete additional training

beyond state mandates; however they are encouraged to take training. They may request funding up to \$100 per school year for workshop training plus 10 hours paid time to attend the workshop.

Lead and Associate teachers who choose college classes in lieu of workshops can request reimbursement up to \$225 per school year for tuition or books.

25.4. In order to utilize the training time or money, the employee must submit a request to the director or designee in advance of the actual training. The Employer may approve the request, redirect it, or deny it. Some criteria which may be used in making this decision include: relevancy to employee's professional development, availability of scholarship money (Employer may require employee to apply for available scholarship money), cheaper alternatives (identical first-aid classes may range from free to \$60), and staff coverage (if the proposed training takes place during work hours). If the Employer denies the request, the reasons for the denial must be explained and fairly applied to all applicants. It is recommended that the request/approval process be conducted in writing, but each center may develop their own policies relevant to their structure and culture. A sample approval form is in the appendix of this collective bargaining agreement.

- When the center registers and pays for an employee to attend a workshop and the employee is unable to attend, the employee must find a co-worker to attend in his or her stead or reimburse the center for the cost.
- Employees will be paid at the applicable rate of straight time or overtime.
- Each workshop must be documented by the employee, placed in the employee's training file by the employee, reviewed by the Administration and placed in the employee's training file (Article 35).

25.5. Probationary employees may use a maximum of 5 hours training time and \$50 of training money, unless otherwise authorized by Employer. Training time and money may be pro-rated for new hires according to the addendum.

25.6. The Union and the Association will work together to identify additional funding sources for professional development.

25.7. Extra training may be available to support children with special needs/concerns.

25.8. Educational Raises:

- Staff who complete 20 clock hours of documented workshop time away from the Center between September 1 and August 31 will receive a 2% educational raise when appropriate training certificates are presented to the Administration.

- Employees who train a total of 30 workshop hours or take a second 3 credit college class may request an additional 1% raise. The Administration may approve or deny request based on the Center's financial health.
- One educational raise per year.
- Workshop hours and college credit hours may not be combined.
- Employees have up to one year to earn the raise. Credits may not be carried over to the next school year.

25.9. College credit options and requirements:

- After earning 3 credits in a school year (September 1 to August 31), an employee is eligible for an educational raise.
- Credit courses must be in Early Childhood Education or directly related classes.
- Small Faces will pay \$225 toward tuition/books in advance. However, the amount paid will be deducted from employee paycheck if the class is not completed or if employment is terminated prior to completion of the class.
- Employees in this program satisfy the required 10 hours of workshops with the first 10 hours of class. Employee payment requires proof of attendance from the instructor.

ARTICLE 26: PLANNING TIME, PREPARATION & CLEAN-UP

- 26.1. Planning time is an integral part of providing high quality childcare. It is the intent of this language that each center provide adequate amount of planning time.
- 26.2. A minimum of one hour per week of paid planning time per classroom will be provided. Planning time will be based on a minimum of ten (10) minutes per week, per offered full time slot. The planning time will be allocated among members of the bargaining unit equitably and according to their responsibilities. Planning time will be prorated for offered part time and school age slots. Planning time may be scheduled on a daily, weekly and/or monthly basis. Each center's addendum shall contain the details pertinent to it for classroom planning. Lead and Associate teachers in each room will have one (1) of hour of paid planning time, one (1) hour of team meeting time (which could be at the all staff meeting), one hour of writing time and one (1) hour of NAEYC documentation time per week. This time will be spent on planning activities that directly affect classroom goals. All planning will take place on site, unless administrative approval is provided for off site planning work.
- 26.3. Employees are not required to be responsible for caring for children during their planning time, as accomplished through the program's staffing pattern and/or the employment of substitute or floater teachers or other staff as appropriate. Time will be built into the classroom schedules and staffing patterns for teachers to set up and clean up classrooms while not solely responsible for

caring for a group of children. The planning time schedule is reworked in the Spring and the Fall or as needed for changes.

- Prep Time - Lead teachers will have 30 minutes prep time daily for a total of 2.5 hours each week. Associate teachers will have 30 minutes prep time daily for a total of 2.5 hours each week. This allocation of prep time is the goal, however if staffing levels require additional recess supervision, schedules will be determined in a staff meeting.
- Cleanup time – For those teachers who are solely responsible for their classroom in the afternoons, their cleanup time will be determined as needed at a staff meeting.

26.4. When job duties require additional tasks, including but not limited to Individual Learning Plans (“ILPs”), Individual Education Plans (“IEPs”), letters of recommendation, behavior logs, the employee shall notify Center management and the two shall create a mutually agreed upon plan about when such duties will be carried out.

ARTICLE 27: SUPPLIES AND EQUIPMENT

Employees will have input in selection of materials, equipment, and curriculum supplies both for their individual classrooms, and for those intended for common use.

ARTICLE 28: INSERVICE TRAINING/RETREAT/CLEANING

Centers will be closed a minimum of two (2) full days per year, or for an equivalent cumulative time, for in-service training, retreats and/or classroom cleaning and preparation. This is considered regular work time for employees. Staff shall have input into the agenda for closure time of the center where they are employed. The two in-service days that the SFCDC will be closed are the last day of public school before summer break and the Tuesday after Labor Day. There will be a 2 hour in-service staff meeting in the evening on the Thursday before Labor Day Weekend.

ARTICLE 29: LEAVE

29.1. Due to the demanding nature of childcare work, childcare workers experience a high level of mental and emotional stress. This is one of the contributing factors to the high rate of burnout, turnover and absenteeism in the field. In order for childcare workers to provide high quality childcare, they need adequate time off. It is the intent of the language to set a minimum standard for personal, sick and vacation leave to help foster a healthy work environment.

29.2. Employees will receive a minimum of 10 days total vacation/personal/sick time per year, and will be paid at their regular salary or hourly rate for the number of regular, scheduled hours they would otherwise have worked during each leave period. During the Probationary Period, employees may use one paid

day of sick leave (or the equivalent) for every 30 calendar days. Request for any leave will be made in writing to the Administration using the Leave Form with a minimum of 24 hours notice, with exceptions for emergencies. It is the intention that the associate and lead teachers in each classroom make an effort not to take leave at the same time, to avoid leaving two substitutes in control of a classroom. As indicated in [Article 32.2](#), employees are responsible for arranging substitute coverage for planned periods of paid time off. To reward seniority and accumulated experience, incremental increases of leave shall be built into each center's addendum. Refer to each center's addendum for details.

29.2.1. Incremental Increases: On the 1st employment anniversary, benefit eligible employees will receive ten (10) new days of PTO pro-rated to their shift worked from the previous year to be used by the 2nd anniversary date. On the 2nd anniversary date, benefits eligible employees will receive 15 days of PTO pro-rated to their shift worked from the previous year to be used by the 3rd anniversary date. On the 3rd anniversary date, employees will receive 17 days pro-rated to their shift worked from the previous year to be used by the 4th anniversary date. On the 5th anniversary date and every succeeding year, benefits eligible employees will receive 22 days of PTO pro-rated to their shift worked from the previous year to be used by their anniversary date.

29.2.1.1. Employees on Orientation may receive up to 8 hours PTO/month based on the shift worked during the first 90 days. The remaining hours up to 56 hours based on the shift worked will be assigned on day 91.

29.2.2. Benefit eligible employees who have unused Paid Time Off on their anniversary date, will be paid up to 40 hours of the unused PTO. The number of hours for payment will be based on the shift assigned and the number of PTO remaining. (Example: The employee has been assigned PTO based on 30 hours/week and has 24 hours left, they would receive 24 hours of pay. If they had 30 hours left, they would receive the 30 hours of pay) Payment will be made on the first paycheck after the anniversary date.

29.3. Unused leave time of a regular status employee changing employment between bargaining unit and non-bargaining unit positions shall move with the employee.

ARTICLE 30: HOLIDAYS

A minimum of 10 holidays are paid each year to both regular and probationary employees. The days observed as holidays will be specified in each center's addendum. If the holiday falls on Saturday, the center will observe it the Friday before; if the holiday falls on a Sunday, the Monday following will be observed. All centers are encouraged to respect the needs of employees who observe

holidays outside of the dominant/majority culture, to the extent possible given Center staffing needs. To be eligible for paid holidays employees must be a regular full-time employee or a regular part-time employee who works 20 hours or more per week as specified in the addenda to [Article 16](#). Employees must have worked the last scheduled workday before the holiday unless they have advance approval of the administration to be off or can produce a doctor's note at the administration's request.

When Christmas Eve falls on Saturday or Sunday the Center will not close on the Friday before or the Monday after. Employees will receive holiday pay based on the shift worked. When Christmas Day falls on the weekend, the Center will be closed the Friday before or the Monday after as stated in the Parent Handbook. Observed holidays: New Years Day, MLK Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day Weekend, Christmas Eve, Christmas Day.

ARTICLE 31: EMPLOYEE INITIATED LEAVE

- 31.1. **Generally:** employees are entitled to take bereavement and extended medical/family leave; they may be eligible for educational leave. Employees who fail to return to work on the agreed upon completion date of the leave of absence will be considered to have resigned employment effective the last day worked before the start of the approved leave. If a leave of longer than a month is approved, no personal/sick/vacation time or additional seniority need accrue to the employee; no medical or other benefits need be paid by the Employer. The details for leave for each particular center shall be contained within that center's Addendum.

SFCDC Leave Request Procedure: Requests for any leave will be made in writing to the Director. The request must specify a definite time period and a detailed reason for the request. Extension of leave time must be obtained by a written request 15 working days before the end of the first leave and may require a doctor's explanation. Total leave of absence time will not exceed 90 days in a 24-month period beyond any paid personal or vacation leave except in the case of actual periods of disability related to pregnancy and childbirth.

- 31.2. **Bereavement Leave:** Bereavement leave may be taken without exception in the event of a death within an employee's immediate family. Refer to each center's addendum for details. Three days of paid bereavement leave will be granted to an employee for a death in the immediate family, i.e. mother, father, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, grandparent, or domestic partner. Domestic partners are defined as a couple who share the same regular residence; have a close personal relationship; are jointly responsible for basic living expenses, are not married to anyone; are both 18 years of age or older; are not related by blood closer than would bar marriage in the State of Washington; were mentally competent to consent to contract when the domestic partnership began; and are each other's sole domestic partners and are responsible for each other's common welfare. Other requests for bereavement

leave will be considered on a case by case basis. Bereavement leave for immediate family members will be paid at the employee's regular rate for a minimum of three (3) working days. Additional leave may be granted, for a mutually agreed upon length of time, upon request. For this additional time, employees have the option of using paid leave time or requesting unpaid leave time.

31.3. Extended Medical and Family Leave:

31.3.1. Those centers employing fifty (50) or more employees and those employing 50 or less will comply with the provision of the Federal Family Medical Leave Act Pub. L. No. 103-3 § 405(b), 107 Stat. 6, 29 (1993) ("FMLA") and the Washington State Law Against Discrimination RCW 49.60 et seq. as applicable. The details for leave for each particular center shall be contained within that center's Addendum. [SFCDC employs less than 50 people, therefore by law, the Center is exempt from the Act requirements.](#)

31.3.2. For those centers employing fewer than fifty employees, any employee, upon completion of one (1) year of continuous employment and having worked at least one thousand two hundred fifty (1250) hours that year, shall be entitled to up to eighty four (84) days unpaid leave per year. During the leave, the employee will have the option to pay his/her medical insurance premiums, subject to the restrictions of the carrier.

- Extended medical or family leave may be taken without exception for: (1) serious health condition of, or injury to, the employee, the employee's spouse, or the employee's child (or other dependent); (2) birth to, or adoption of a child by the employee and/or the employee's spouse. A serious health condition is one that would leave the employee unable to perform the functions of the job. In general, a serious health condition is one that if left untreated, would result in a period of incapacity of more than three days, patient care in a hospital, hospice or residential medical care facility, and leaves the employee unable to perform their job, as determined by a licensed health care provider. Up to eighty four (84) calendar days unpaid extended medical or family leave may be taken by the employee, who will give management as much advance notice as possible (and at least thirty (30) days in the event of family leave). Employees are expected to make a plan to maintain contact with the Director or authorized representative. In order to preserve relationships, the director may ask employees to attend staff meetings, schedule visits in the classroom or assume light duty tasks at home (i.e. phone conversations, research, write letters to children) for which they will be paid their regular hourly rate to the extent possible

upon medical release. The Director reserves the right, on a case-by-case basis, to ask the doctor to approve the parts of the job description that can be performed while the employee is on medical leave. (i.e. attendance at staff meetings, school events, parents conferences, etc.) The employee is expected to check in (electronically or in writing) with the Administration at least once a month till the end of the planned leave. If the employee doesn't contact the Administration on the monthly schedule, the job will be considered abandoned 72 hours after the agreed upon contact date.

- The Employer may require, and the employee may choose, that any or all accumulated sick/personal/vacation time be applied to the leave. By mutual consent, an extended family or medical leave may continue beyond the eighty four (84) day period (but not to exceed one year), with the understanding that the Employer has the right, when in the best interests of the program, to transfer the employee to another shift upon the employee's return, though not with any loss of seniority, or reduction in pay or benefits.
- Finally, employees returning upon expiration of approved leave of absence and meeting all criteria in Article 31 will be reinstated in their former position.

- 31.4. **Educational Leave:** When feasible, the Employer will continue employing an employee who wishes to temporarily reduce his/her regular paid hours of work to complete early childhood education (or other work related) college and/or pre-college coursework; and, when feasible, will also return the employee to his/her previous (or an equivalent) position following completion of an educational leave. After one year of employment, unpaid educational leave may be requested; and by mutual consent of the Employer and the employee, up to one year of leave may be taken.
- 31.5. Employees may request other unpaid leave. Employees must give as much notice as possible. Directors may grant or deny requests based on staffing considerations and other criteria as outlined in the addendum.

ARTICLE 32: CENTER CLOSURES

- 32.1. All regular employees will be paid, at their regular salary or hourly rate and for their regular hours, for all holidays (as specified in [Article 30](#)).
- 32.2. All regular employees will be paid for all scheduled hours, at their regular salary or hourly rate, on days (or part days) when the Employer closes the center for emergency reasons (e.g. snow, loss of power). Refer to your center's addendum for details.

[When the Seattle public schools are closed due to inclement weather conditions, the Center will close. If the school district delays opening, the Center will open at 9:00 AM. If the inclement weather falls during a public school closure break, then Small Faces will defer to the University of Washington's closure plan as posted on their website.](#)

If a center annually has one or more scheduled closures of more than a day's duration (e.g. winter or spring break), regular employees will be paid at their regular salary or hourly rate, and for their regular hours.

ARTICLE 33: SUBSTITUTES

- 33.1. Qualified, trained floaters and substitutes are an essential part of providing high quality childcare and supporting a high quality work environment. Substitutes will meet minimum qualifications as defined in center addenda, and receive a brief orientation.
- 33.2. Classroom employees will assist with the orientation of the substitute to room procedures. To the best of their ability, the Employer will arrange to provide new substitutes with at least a 15-minute orientation to the classroom. These substitutes will also receive an informational packet including a written classroom schedule and a list of duties that substitute may refer to. The addendum may require additional training for substitutes. There will be a written procedure in the addenda for substitute training. [The Director, Assistant Director](#)

or Curriculum Coordinator will orient substitutes before employment to each classroom's notebook for pertinent information regarding the room.

- 33.3. Each center's addendum will specify the procedures to insure coverage for employee leave time. Substitute arrangements will be made as far ahead as practical in any given situation. In cases of illness, employees will not be required to find their own substitutes, unless otherwise specified in the center's addendum. The more time in advance of an absence due to illness that the employee can notify the Center, including the afternoon of the day before, the more opportunity the administration has to provide adequate staffing for children and programs. An employee who is ill is expected to notify the Center preferably within 2 hours of the scheduled shift start to allow the Administration adequate time to arrange staff coverage. Employees need to complete a request as noted in [Article 29.2](#). In these circumstances the employee is responsible for arranging substitute coverage. When resources are exhausted, the administration may be called for consultation.
- 33.4. When transitioning from a long-term substitute position into regular full time employment, a substitute will be compensated at a rate higher than that of a new hire for the same position with regard to pay raises and vacation accrual. The compensation will take into account time spent at the center in the last two years. The compensation method will be outlined in each center's addendum.
- 33.5. To encourage the sharing of quality substitutes across centers, the employer will provide substitutes a contact sheet for Guild Centers. The union will be responsible for creating the contact sheet and updating it annually.

ARTICLE 34: JURY DUTY

Centers will adhere to all laws applicable to jury duty. Employees will not be required to use accrued leave time for jury duty. [Employees who serve on jury duty will be granted unpaid leave.](#)

ARTICLE 35: WAGES

The Association and the Union are committed to a collective bargaining relationship that, acknowledging the limitations imposed by state and program funding, will strive to maximize compensation for childcare employees within this funding, to provide high quality working conditions and to enhance an ongoing relationship of trust and respect. Each center will have a wage scale for all job classifications, which must reward two or more of the following: longevity, relevant education, job responsibility and/or prior work experience and will be reflected in each center's addendum.

Each center's addendum will address and consider increases for 2008, 2009, 2010. In the event an employer cannot provide an annual increase, both parties will bargain annually wages increases (if any) for each year this Agreement is in effect. Each increase, rationale and effective dates will be determined as per addendum bargaining process in [Article 10](#).

Hire-in Wages:

Small Faces continues to use the DSHS Career and Wage Ladder model from 2002 (updated in 2008) to determine hire in placement wages for teacher job descriptions. Non-teaching position wage placement scale is also attached. There will be a one time, \$.50 per hour bump for eligible Lead Teachers on September 1, 2009 to recognize the higher job expectations. The Wage Scale will be adjusted to indicate \$1.00 differential pay between Leads and Associates job class.

Wages for staff who have completed orientation will increase by 2% on September 1, 2009, and 2010 if they have current credentials.

- Lead and Associate teaching staff must have current 10 hours STARS training, CPR, 1st Aid, Blood Born Pathogens certificate and Food handler's permit.
- The Kitchen Supervisor and staff must have a current Food Handler's permit, plus the upper level training to issue Food Handler's tests.
- Assistant Teachers and Administrative Assistant must have a current First Aid, CPR and Food Handler's permit to receive the increase.
- Teacher Aids must have current Food Handler's permits to receive the increase.
- Maintenance and Custodial staff will receive the 2% annual wage increase.

During the school year, staff may earn wage increases across the scale upon completion and documentation of training benchmarks indicated on the wage scale. Documentation must be evaluated by the Administration for the wage increase.

For mid year Educational Wage increases, refer to [Article 25.8 Professional Development](#).

35.2. Working Out of Class

35.2.1. When an employee takes a planned leave of three weeks or more, the employee who temporarily takes higher-level duties and responsibilities of the next job class to replace the person on leave will receive additional compensation of \$.50 cents per hour. Compensation begins on the first day of the leave.

35.2.2. If any position is vacant or its employee is absent due to unplanned leave and requires another employee to take on higher level duties of the next higher job class, then the employee will receive additional compensation of .50 per hours. Compensation begins on the 6th day of carrying out high job class responsible and ends when position is filled or when employee in the higher job class returns.

ARTICLE 36: MEDICAL BENEFITS

36.1. Employers will offer medical benefits to employees, with the Employer paying at least 50% of the premium for regular full-time employees. Premium payments will be pro-rated for part-time employees. Refer to each center's addendum for details.

Medical and Dental coverage is available for employees at Small Faces after 90 days orientation. Documentation of acceptance is kept in the Personnel Files.

Coverage is based on the number of hours worked per week as follows:

Dental Coverage

Hours Worked	Center Pays
40 hours	100%
31-39 hours	80%
20-30 hours	70%

Group Health Medical Coverage

Hours Worked	Center Pays
40 hours	85%
31-39 hours	75%
20-30 hours	65%

36.2. The Association and the Union will conduct ongoing research into medical benefits in order to provide cost effective options for centers.

ARTICLE 37: PENSION PLAN

Each center that becomes a signatory to this Agreement will have an Employer contribution-based pension plan. If the Employer does not already have such a program, a center will join the Service Employees International Union's National Industry Pension Fund.

The terms of each center's pension plan, including coverage and the amount of employer contribution, will be bargained in each center's addendum. Refer to each center's addendum for details. [See Appendix IX for details.](#)

To contact the SEIU National Industry Pension Fund, please call 1-800-458-1010, email benefitfundinfo@seiu.org, fax 202-842-0046, or mail inquiries to 11 Dupont Circle, NW St 900, Washington, DC 20036-1202

ARTICLE 38: CHAIN OF COMMAND

If temporarily absent from the center, the director and/or program supervisor shall leave a competent designated employee in charge who meets the qualifications of lead staff. Employees may choose whether or not to take on "in charge" duties in the director's absence, unless these duties are mandated by their job description. When the designated person is performing these duties for more than one full day, s/he will receive "in charge" pay. Decisions made by the designated employee while in charge will be subject to the director's review upon return. The chain of command and details of "in charge pay" for each center shall be contained within its addendum. Any employee may be compelled to take on "in charge" duty for a short time in the case of an emergency. [In Charge Pay for staff in the chain of command line or the designated Lead who assumes responsibilities on day two of the Director's absence will be paid \\$.50/hr in addition to their hourly wage.](#)

ARTICLE 39: RATIOS

Minimum classroom ratios will meet state licensing requirements. Employers and the Union will work on solutions to achieve better than state minimums, in order to provide high quality, developmentally appropriate care; ensure the children's health, safety and well-being; and improve working conditions for teachers.

ARTICLE 40: CHILDREN WITH SPECIAL NEEDS/CONCERNS

Procedures shall be in place to work children with special needs /concerns that shall include a collaborative process involving parents, teachers, staff, administrators and other professionals as needed. In general, employers will consider additional training, support and/or staffing resources for rooms having children with special needs /concerns. The cost of these trainings could be above and beyond other pre-established Professional Development allocations (see [Article 25.7](#)). [Teachers will refer to the Inclusive Education Policy. Administration will make every effort to support the staff through additional training, support, or staffing, as we become aware of special needs of individual children after enrollment. Employees are also eligible to use their staff development funds for off-site training in this area.](#)

ARTICLE 41: SICK POLICY FOR CHILDREN

In order to provide a safe and healthy working environment for employees, policies that describe the conditions under which children are excluded from the classroom will be implemented in accordance with each center's parent/guardian handbook.

ARTICLE 42: OPENING AND CLOSING CENTERS

When feasible, as determined by the Employer, more than one employee will be present in each center at all times the center is open. An employee who has to stay beyond the end of her/his scheduled shift will be paid at least at her/his regular rate of pay, or at an overtime rate of pay if applicable, for all hours worked.

ARTICLE 43: LATE FEES

If and when a center has a late fee policy, the Employer has the ultimate responsibility to enforce the policy.

ARTICLE 44: CENTER-SPONSORED EVENTS

Employees will be compensated at their regular rate of pay for any officially assigned responsibilities at a mandatory center-sponsored event. Employee responsibilities and roles will be defined prior to the event. Employee input will be solicited regarding scheduling of mandatory events.

ARTICLE 45: SECURE BUILDINGS

Employers of each center will provide, to the best of their ability, a work site which promotes the physical health and safety of both children and adults, and will endeavor to prevent access by unauthorized persons. Employees will be provided a secure place to store personal belongings.

ARTICLE 46: EMPLOYEES' RESTROOM

Each center shall provide access to at least one restroom with an adult-sized toilet and a locking door to ensure privacy.

ARTICLE 47: EMPLOYEES' LOUNGE

It is the intent of each center to provide all employees with access to a space which is physically separate from classroom space, to serve as a site for employees to spend break periods. This space should be conducive to work and rest.

ARTICLE 48: TELEPHONE ACCESS

Each center shall maintain access to a designated phone line for use by employees when on breaks and for personal emergencies. Employees will use common courtesy to ensure equitable access to the telephone.

ARTICLE 49: TERMINATION/RESIGNATION POLICY

49.1. Resignation is a voluntary action initiated by employees which results in employees leaving their positions. Employees should submit a written letter of resignation two (2) weeks prior to resignation. Primary/lead teachers are asked to give 4 weeks notice prior to resignation.

49.2. The Employer reserves the right to terminate any employee with cause. Refer to each center's addendum for a non-exclusive list of actions which may be grounds for termination and severance pay guidelines.

The following are examples of conduct that can result in immediate termination without notice:

- Falsification of employment application
- Improper treatment of children – see licensing requirements and SFCDC Staff Handbook
- Dishonesty or theft of school property
- Disorderly conduct
- Intoxication on the premises
- Unauthorized handling, possession of, or use of hard narcotics or drugs
- Willful destruction of school property
- Falsification of time sheets
- Possession or use of weapons or firearms
- Disregard of Center rules or regulations including accreditation and licensing
- Taking paid leave under false pretenses, such as, but not exclusively, bereavement leave
- Repeated failure to report error or accidents

49.3. Employees who are still in their probationary period, or have had their Probationary Period extended, may be terminated without cause during this period. Refer to each center's addendum for severance pay guidelines. [SFCDC pays into the State's unemployment insurance program in lieu of severance pay.](#)

49.4. Terminating employees are eligible for the following:

- Salary earned but not yet received
- Vacation earned but not yet taken (Regular Employees only)
- The opportunity to continue medical, dental and vision coverage under the provisions of COBRA, where applicable.

49.5. Each Center's staff and management will develop procedures for dealing with the effects of employee termination on children, teachers and families.

ARTICLE 50: LABOR /MANAGEMENT COMMITTEES

50.1. The parties recognize the importance of timely and open discussions between the employer and the bargaining unit and its representatives on matters of mutual interest at each center. This Article establishes a procedure for either party to initiate discussions regarding administration of this agreement, the center's addendum, quality care, and other matters of general concern affecting conditions of employment.

50.2. A labor management committee shall consist of not more than 4 bargaining unit members/union representation, and a like number representing the employer, including board members. The committee shall meet on an as-needed basis as agreed by the parties, and either party may initiate a meeting. Meeting times shall be mutually agreed upon. Members of the bargaining unit shall be granted time off without loss of pay for all regularly scheduled hours not worked due to meeting attendance. Likewise, the employer will not be required to compensate committee members for time spent after their regularly scheduled hours.

50.3. A proposed agenda will be prepared by the convening group and distributed reasonably in advance of the meeting. The agenda for these Committee meetings will be limited to items which are of a group, rather than individual interest or concern. The committee, through its representatives, shall write down any outcomes agreed upon at the meeting. If agreed upon in advance by both the union and the employer, either party may have one or more guests who offer expertise or perspective valuable to the discussion, or an observer. Guests and observers are not to participate in decision making nor interrupt in any way the proceeding of the Committee.

- 50.4. It is the responsibility of the union members serving on the Labor Management Committee to explain controversial outcomes to other union members.
- 50.5. The labor/management committee will not be used to supplant the grievance procedure or corrective discipline procedure ([Articles 22](#) and [23](#)).
- 50.6. In case of loss of, or change in, state or programmatic funding, labor/management committees will be empowered to modify the relevant clauses of each center's addendum. Either party reserves the right to reopen the addendum to modify the relevant clauses of each center's addendum. Every effort will be made to include the same individuals who negotiated the original addendum. Any modifications will go through the ratification process before going into effect.

ARTICLE 51: SEVERABILITY

- 51.1. Each and every clause of this contract shall be deemed severable from each and every other clause of this contract. In the event that any clause(s) shall be determined finally to be in violation of any law, only the said clause(s) shall be deemed of no force and effect, and then only to the extent that any may be in violation. Should such a determination occur, it will not impair the validity and enforceability of the rest of the contract, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.
- 51.2. In the event the Association, or affected Employer(s), and the Union are unable to mutually agree upon language to replace that held invalid by law, the parties agree to resolve their disagreement through the mediation and arbitration steps of the Grievance Procedure ([Article 23](#)).

ARTICLE 52: DURATION

- 52.1. This Agreement shall become effective June 1, 2008 and remain in force through May 31, 2011. Should either party desire to reopen negotiations for this Agreement, said party shall serve the other with written notice not less than sixty (60) calendar days prior to the termination date. Should such timely notice be served, bargaining shall commence at a date that is mutually agreed upon by the parties.
- 52.2. If substantive issues exist a labor/management committee, consisting of five (5) representatives each from the Association and the Union, and all trained in Interest Based Bargaining (IBB), may meet between January 1 and February 29, 2010 to review and evaluate the performance of the Agreement. At that time, if the committee mutually agrees that substantive issues not addressed by either [Article 5](#) or [Article 50.2](#) are in need of renegotiation, the committee may choose to convene complete bargaining teams in order to complete the renegotiation of the specified articles.

52.3. Employees who bargain the contract will be paid for their regularly scheduled shift at their regular rate of pay for those hours that overlap with their regular shift. If the Bargaining meeting plus travel time from the Center and returning to the Center is less time than the employee's regular shift for that day, the employee may be required to complete their shift at the Center in order to receive full payment for that shift.

Signed this date:

Association of Childcare Employers

**SEIU Local 925
The Child Care Guild**

Wendy E. Lamson
Wallingford United Methodist Childcare
Center

Rebecca Adrian
Hilltop Children's Center

Karla Koon
Catholic Community Services

John Otto
Small Faces Child Development Center

Ilene Stark
Hilltop Children's Center

Marie Ferrell
Martin Luther King Day Home Center

Mary Hatch
Catholic Community Services

Amanda Heminger
Wallingford United Methodist Childcare
Center

Carol L. Goss
Interlake Childcare and Learning Center

Meredith Fourre
Interlake Childcare and Learning Center

Lynn B. Wirta
Small Faces Child Development Center

Abbey Wolk
SEIU Local 925

Signed this date:

SFCDC Bargaining Team

SFCDC Management

Barbara Brittenham
Teacher

Lynn B. Wirta
Executive Director

Michael Reisman
Teacher

Kim Ostitis
Board of Directors Chair