

**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**

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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.nlr.gov](http://www.nlr.gov)). The employer shall discuss newly created job titles with the Union Rep and steward.

## **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.

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](http://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.

#### **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.
- 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.

#### **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](#)).
- 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.
- 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.

#### **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 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. Upon layoff, employees may cash out certain accumulated leave as specified in each center's the addendum.

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. 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.).

- 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.
- 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.

## **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.

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.

26.4. 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.

26.5. 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.

## **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. 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.
- 29.3. 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.

## **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.
- 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. 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.

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 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.

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.

32.3. 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.

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.

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.

#### **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](#).

**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.
- 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.

To contact the SEIU National Industry Pension Fund, please call 1-800-458-1010, email [benefitfundinfo@seiu.org](mailto: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.

**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](#)).

**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.
- 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.
- 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**

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Wendy E. Lamson  
Wallingford United Methodist Childcare  
Center

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Rebecca Adrian  
Hilltop Children's Center

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Karla Koon  
Catholic Community Services

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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

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Carol L. Goss  
Interlake Childcare and Learning Center

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Meredith Fourre  
Interlake Childcare and Learning Center

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Lynn B. Wirta  
Small Faces Child Development Center

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Abbey Wolk  
SEIU Local 925

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**APPENDIX I - AUTHORIZED EMPLOYEE GRIEVANCE FORM**

Steward or Union Representative: Please complete items (a) through (h).

(a) Date: \_\_\_\_\_

(b) TO: \_\_\_\_\_

Director or next level of authority

Phone number \_\_\_\_\_

(c) FROM: \_\_\_\_\_

Name of Employee, Grievant

Phone number \_\_\_\_\_

(d) I hereby submit this written grievance at step 2, since it was not resolved informally at Step 1 with my immediate supervisor.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

(e) My Union representative in this grievance is:

\_\_\_\_\_  
Name of representative

\_\_\_\_\_  
Phone number

(f) Description of grievance and date it occurred: (use additional paper as necessary to report fully)

(g) What corrective action are you requesting?

(h) Sections of the Agreement allegedly violated:

copy to: SEIU Local 925 office & staff personnel office (where applicable)

**APPENDIX II - CORRECTIVE ACTION PLAN SAMPLE FORMAT**

Formal /  Final Counseling Action Plan

Employees have the right to Union Representation during Formal and Final counseling. The purpose of the Corrective Action Plan is to help employees in the process of professional growth and development.

Date \_\_\_\_\_ Form completed by \_\_\_\_\_

Employee Name \_\_\_\_\_

1. I am aware the following issue(s).

2. This situation impacts children and a harmonious work environment because:

3. To ensure that the quality of care/harmonious work environment is maintained, the following condition of employment is made:

<b>Performance</b>	<b>Problem</b>	<b>Standard/ Expectation</b>	<b>Action to be Taken</b>	<b>Supervisor Follow Up</b>	<b>Timeline</b>
1.					
2.					
3.					

4. If you choose to neglect these conditions, the consequences will be:

5. This action plan will be reviewed in \_\_\_\_\_ work days.

We agree on the Action Plan and understand that this matter will be re-evaluated. Failure to meet and sustain the outlined expectations could result in further implementation of the Corrective Action Process up to and including termination.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Director's Signature \_\_\_\_\_ Date \_\_\_\_\_

Steward's Signature (if present) \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX III - DEFINITIONS

**Members of the Bargaining Unit:** Employees of any of the child care centers who are represented by the union and covered by the provisions of the Joint Collective Bargaining Agreement and Center Addendum. A list of the bargaining unit positions is included in each Center's Addendum.

**Mediation:** Mediation is assertive action taken by a neutral intermediary who works directly with all disputing parties and/or their representatives. The Mediator assists the disputants to achieve accord by facilitating joint meetings of the disputants and/or transmitting information and proposals between the parties. While the Mediator rarely offers opinions regarding substance, persuasion is often used to assist the disputants in crafting their own agreement and promoting reconciliation. The Mediator may be chosen by an agency or authority not a party to the dispute or selected by mutual agreement of the disputants.

**Arbitration:** Arbitration is a formal hearing and ruling process conducted by a neutral authority. The arbitrator considers verbal and/or written testimony and is empowered to make a determination regarding the merits of the substantive positions of disputants. The arbitrator may be chosen by an outside agency or authority but is most frequently selected by mutual agreement of the disputants. Variations of the arbitration process include:

1. **Advisory Arbitration:** Advisory Arbitration is a process in which acceptance of the arbitrator's determination is at the discretion of the disputants.
  - Voluntary: Voluntary Advisory Arbitration is entered into at the volition of the disputants.
  - Mandatory: Mandatory Advisory Arbitration is required by statute.
2. **Binding Arbitration:** Binding Arbitration is a process in which the determination of the arbitrator is imposed upon the disputants.
  - Voluntary: Voluntary Binding Arbitration is entered into at the volition of the disputants.
  - Mandatory: Mandatory Binding Arbitration is required by statute.
3. **Limited Ruling Scope:** Some arbitration procedures provide that the arbitrator must select from among the stated final positions of the disputants and may not deviate in any way from among those stated positions.
4. **Unlimited Ruling Scope:** The Some Arbitration procedures provide that the arbitrator has discretion to craft a resolution that deviates from any of the positions of the disputants.

**Date of Hire:** Date on which an employee begins work at an Association's center.

**Date of Separation:** The last date on which an employee works at an Association's center.

**Layoff:** a reduction in the work force causing severance of employment or reduction in hours.

**Regular Assigned Duties:** Each employee's regular work duties that significantly conform to the job description pertaining to his or her position.

**Regular Work Hours:** means an employee's designated shift, including starting and ending times. Total Work hours includes regular work hours of an employee's designated shift including starting and ending time plus other time spent in which an employee fulfill the requirements of employment.

**Reorganization:** Significant changes in Center programming, structure, and/or service that involves extensive changes in personnel which can include changes in work assignments, salaries and other compensation.

### **Sample Optional Parent Advocacy Statement for Parent Handbooks:**

Our center employees are unionized with The Child Care Guild/SEIU 925. Staff and management in Guild centers work together through the ACE-Guild Association. Here is the ACE/Guild vision statement:

The Association of Childcare Employers and The Child Care Guild/SEIU 925 strive for a collaborative relationship so that we may jointly work to: Raise standards for quality care, increase respect for Early Childhood Education and Out-of-school- time staff, and advocate for a Worthy Wage for those in the ECE/OST field, all while keeping costs for families affordable through our advocacy efforts with business and government,

Our move to unionization came through our work with the Worthy Wage movement, which works to involve parents, teachers, directors, and business and government leaders in creating funding solutions to end the child care staffing crisis. The crisis is a revolving door of teachers and support staff due to the low wages in child care resulting in an almost 40% national staff turnover annually. There are ways families can help us create a stronger system of child care with professional, well-compensated teachers:

- We close for Worthy Wage Day one day in may each year and we ask you to come and/or support Worthy Wage Day activities.
- We may ask you to contact your representatives to support certain bills that affect the staff, you, and your children and we invite you to come to our regular lobby days. Let us know if you want to be on our advocacy email list!
- We ask you to be another voice advocating for the importance of our vision and sharing the need for Worthy Wages and quality care with friends, coworkers, family and neighbors.

**APPENDIX IV - SAMPLE REQUEST FOR TRAINING FUNDS**

**COURSE APPROVAL REQUEST FORM**

NAME

DATE

Staff may gain course approval for: First Aid, CPR, HIV Education, Food Handlers permit, 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 \_\_\_\_\_

## APPENDIX V - THE CONCEPT OF “JUST CAUSE” IN UNION CONTRACTS

Union contracts usually include a reference to “just cause”. It is most often found in one of the following clauses: discipline and discharge; probationary period; personnel files; management rights; or in some other contract article. Even if “just cause” is not explicitly in a contract, arbitrators will usually apply the just cause standard anyway. Just cause is the standard that management must adhere to when disciplining or discharging an employee. It means that in union settings, the employer must have a reason to act in disciplining an employee and the reason must be just and fair. In non-union workplaces, the employee is an at-will worker and can be disciplined or fired for whatever reason or no reason at all.

The concept of just cause is well established in labor law. There are specific tests that have been generally recognized as defining just cause. In brief, they are as follows.

1. **Notice.** Was the employee adequately warned of the consequences of his/her conduct?

This means that the employer must have clear rules of conduct at the workplace that are either written or oral, including the consequences for violating such rules. Some cases however may not warrant such a requirement because they are so egregious or commonly understood, such as; drinking on the job; patient abuse; theft; or insubordination.

2. **Reasonable Rule or Order.** Was the employer's rule or order reasonably related to efficient and safe operations?

The employer's rule must not be arbitrary, capricious or discriminatory and must be related to the employer's stated goals and objectives.

3. **Investigation.** Did management investigate before administering the discipline?

The employer must investigate before imposing any discipline. The burden is on the employer to gather all of the facts, documents and witnesses. However, the employer may suspend an employee, with pay, pending investigation.

4. **Fair Investigation.** Was the investigation fair and objective?

The employer must conduct a fair and timely investigation. It must respect the employee's rights to due process and to union representation. The investigation must be made objectively and without a rush to judgment.

5. **Proof.** Did the investigation produce substantial evidence or proof of guilt?

The investigation should produce substantial proof of a violation. The conclusions of guilt must be supported by the evidence.

6. **Equal Treatment.** Were the rules, orders, and penalties applied evenhandedly and without discrimination?

The rules must be applied consistently to all of the employees. The application cannot be discriminatory or selective. If other employees who commit the same offense are treated differently there may be evidence of discrimination or what is referred to as “disparate treatment”. Also, if enforcement of a rule has been lax in

the past, management cannot suddenly reverse course without first warning employees of tighter enforcement of the rule.

7. **Appropriate Discipline/Penalty.** Was the penalty reasonably related to the seriousness of the offense and the past record?

The degree of discipline must be related to the seriousness of the violation. For instance, an employee generally cannot be terminated for an isolated instance of tardiness. Mitigating circumstances must also be taken into account as well as the employee's past record. The concept of "progressive discipline" is recognized as an integral part of just cause. This means that the employer issues increasingly serious penalties for repeated violations (such as- verbal warning, written warning, suspension, termination). However, some serious violations in fact may require harsher discipline from the outset.