

COLLECTIVE BARGAINING AGREEMENT

between

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

and the

**ASSOCIATION OF
CHILDCARE EMPLOYERS**

Effective:
02/13/2009

- AND -

***Hilltop Children's Center Addendum
to the Collective Bargaining Agreement***

(All Addendum text is in italics, interspersed with the CBA)

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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.

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.

Addendum Job Titles

Job titles at Hilltop are:

Teacher

On-site Substitute/Floater

Kitchen Staff

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 two Association/Union meetings per year, one in the Fall and one in the Spring. 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. 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. The Union local will provide centers with the membership card to be placed in the new employee orientation packet.¹ This information shall be provided in writing. 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.

¹ Note to Directors: Please refer all new hires to their own center's Union Representative or to the Organizer Union Representative of Local 925.

**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 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)
- Advocacy (Article 11)
- Job descriptions/Staff schedules (Article 12)
- Interviewing and hiring process (Article 13) Optional
- Performance evaluations (Article 15)
- Layoffs and recall (Article 19)
- Conflicts between staff (Article 24)
- Professional Development (Article 25)
- Planning time schedules (Article 26)
- Leave schedules (Article 29)
- Vacation requests (Article 29)
- Holidays (Article 30)
- Employee initiated leave (Article 31)
- Substitute training (Article 33)
- Wage scale and increase (Article 35)
- Medical benefits (Article 36)
- Pension plan terms (Article 37)
- In charge pay (Article 38)
- Grounds for termination (Article 49)

Severance pay guidelines (Article 49)

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 political advocacy (legal, as long as we don't advocate for one particular candidate) through photocopies or email lists.

- 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.

Addendum: Advocacy

Because staff time spent on childcare advocacy results in benefit to the profession as well as the center, Hilltop will provide the following to its employees to promote advocacy:

1. *Hilltop will close on Worthy Wage Day each year. Employees are expected to participate in Worthy Wage Day for the entire program of activities, and will be paid for their regular shift, or for the duration of the activities, whichever is greater. If employees participate in part of the Worthy Wage Day activities, they will be paid only for their hours of participation in Worthy Wage Day.*
2. *The center will create a bank of paid release time hours for non-partisan advocacy; 24 hours are available annually. This bank of hours will be available to employees who participate in lobbying events, workshops, on-going professional group meetings, letter-writing campaigns, or other activities that provide support to the childcare profession. The hours are available to staff on a first-come, first-served basis, and must be arranged in advance of the event for which they will be used. If the event falls within the regular shift of the employee, staff and administration will work to provide a substitute for the necessary hours away from the classroom, as per addendum to Article 33. There will be regular bulletins about the advocacy release time bank to inform staff of the hours remaining, and how the hours are being used, and to provide a space for feedback on the advocacy work of the center.*
3. *Once the advocacy release time bank is exhausted, or if no advance notice of advocacy work is given to the administration, advocacy activities will be considered voluntary action on the part of the employee, and not paid time.*

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.

Addendum: Job Descriptions

Hilltop Children's Center Job Descriptions can be found on the pages that follow. Exclusions or non precedent setting circumstances can be found in Staff personnel file.

Job Description – Teacher

Minimum Qualifications

Must have a current certificate of training in first aid, CPR, and HIV/AIDS training. Must be in compliance with the State Training and Registry System (STARS) requirements within the first six months of employment.

Dispositions and Knowledge

Values and promotes children's play; is curious about the child's perspective; understands child guidance in a developmental context; is alert to the learning process for each child; models anti-bias practices and cultural sensitivity; asks for help, accepts suggestions, and offers guidance; maintains confidentiality; is diligent about health and safety; takes time for regular reflection and self-examination.

Basic Responsibilities

- be on time
- attend to children's physical safety
- develop relationships with families
- be with children joyfully
- maintain your own and shared physical spaces
- attend to daily communication
- identify your professional path
- participate in self-evaluation and center evaluation process
- stay current with required first aid (and other) trainings
- attend monthly all-staff meetings
- participate in Worthy Wage Day
- attend in-service days
- attend the staff retreat

Classroom Responsibilities

- pay close attention to children's play, engage in reflection and discussion about children's growth and learning, be responsive to children's play themes and developmental themes
- read children's files
- attend to classroom management: flow of the day, group dynamics, and conflict negotiations
- lead studio activities

- take groups outside
- support and facilitate children's play
- care for classroom environment and aesthetics (includes "W.I.A.B.")
- communicate with families about health and safety issues
- maintain current substitute notes
- attend to daily communication with other team members
- attend weekly team meetings
- attend the first parent meeting of the school year (the orientation meeting)
- attend other classroom gatherings (potlucks, etc.) – not paid, not required
- stay current with required trainings, including STARS
- provision the classroom with provocations and appropriate play and learning materials

Job Description – Teacher (continued)

Curriculum Development

- plan curriculum based on observation and reflection
- document children's play and learning; includes curriculum board, photos and notes for journals, classroom displays
- facilitate and document two in-depth curriculum investigations annually
- act as a primary teacher for approximately 4-6 children, with support from team members, if needed: includes journals, conferences, primary contact with parents about child development
- attend three classroom meetings each year (including the first meeting of the year)
- assist with basic technical maintenance (training, use, proficiency)
- pursue ongoing professional development in consultation with program director

Leadership

- provide support for newer teachers: with classroom duties, in their work as primary teachers, and in curriculum development and documentation
- prepare classroom-wide communication with families (intro packets, e-mails, field trip forms, etc.)
- organize and facilitate family meetings and other family events
- orient new families
- prepare for new children and for departures
- order classroom materials
- act as liaison with other teams and with administration
- act as a mentor across teaching teams or school-wide
- participate in long-term planning committees
- serve as a guide for visitors to Hilltop
- interview, orient, and mentor new staff

Job Description – On-Site Substitute / Floater

The on-site substitute teacher and floater are expected to meet the Minimum Qualifications, Dispositions, and Knowledge listed in the Teacher job description above, and to fulfill all of the “Basic Responsibilities” of the Teacher job description. In addition, the on-site substitute teacher and floater are valued for their ability to:

- remain flexible to changing needs of the daily schedule and move from classroom to classroom as requested by the Program Director
- create ongoing relationships with all classroom staff, children, and families
- take direction from classroom staff
- support and encourage learning moments amidst the frequent transitions they encounter
- It is also expected that the on-site substitute/floater teacher will attend the evening teacher orientation classes offered in their first two years, and will be paid for attending.

Job Description – Kitchen Staff

Minimum Qualifications

- current food handler’s permit
- current HIV/AIDS training
- ability to lift 40 pounds, and to carry that weight up and down stairs

Dispositions and Knowledge

- enjoyment of and commitment to preparing healthy foods
- experience interacting with children
- disposition to work quickly and efficiently, with attention to details
- computer skills sufficient for online ordering and menu publication
- ability to work independently and take initiative

Job Responsibilities

- prepare daily breakfast and snack for 70 children
- wash all dishes
- order all food and food-service supplies (as well as some janitorial and office supplies)
- carry-in and put away food deliveries
- keep kitchen clean and organized (refrigerators, food prep areas, and pantry)
- clean upstairs refrigerator and snack service area as needed
- design and post weekly or monthly menus, in compliance with CACFP guidelines
- stay aware of children’s food allergies and dietary restrictions, and provide clearly labeled snack and breakfast alternatives as needed
- maintain and update “Kitchen Handbook” with instructions for menus and ordering, substitute notes, etc.
- train kitchen substitutes (snack preparation, dishwasher operation, etc.)
- assist Program Administrator with record keeping for CACFP audits

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.

Addendum: Hiring

13.1 *When a position becomes available, any interested staff member may apply for the open position. The Staff Director will post open positions internally, either before or at the same time they are posted to the wider community.*

13.2 *Staffing decisions are the responsibility of the Program Director. The Program Director will consider the following criteria when hiring:*

- Seniority (article 20)*
- Job classification*
- Disposition*
- Experience in the field*
- Education Level*
- Diversity*
- Teaching teams' needs, skills and make-up*
- Anticipated commitment to Hilltop*
- Commitment to ongoing professional development*
- Annual Evaluations*

13.3 *Hilltop staff will provide a minimum one-hour of orientation to new hires around operations procedures (benefits, timesheets, leave requests, etc.). A checklist of those topics to be covered and a staff handbook of school-wide procedures will be provided. During the first three months a specific orientation and training plan will be developed for each new Teacher that will consist of at least 3 regularly scheduled work days of observation, guided reading of the orientation book, and meetings with the mentor teacher or staff director.*

First and second year staff are required and paid to take all orientation classes (usually 4 classes at three hours each per school year). First and second year employees must get consent from the Program Director before missing an orientation class, and ensure that a make-up plan is created within the same week of the class. For example: following up with the course instructor for some assigned reading and writing, or partnering with a colleague who attended the class.

At Hilltop we recognize the value of mentoring relationships between teachers. Currently there are weekly team meetings, and monthly Room Rep meetings and staff meetings, to allow for discussion and problem solving of classroom topics. Teachers are invited to make plans to observe other classrooms as their planning time and their colleague's schedule allows.

ARTICLE 14 PROBATIONARY PERIOD

14.1 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 15).

14.2 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.

14.3 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).

14.4 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.

ARTICLE 15 PERFORMANCE EVALUATIONS

15.1 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.

15.2 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).

15.3 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.

15.4 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.

Addendum: Performance Evaluations

Employees will be evaluated by the end of their probation period, and annually thereafter within a few weeks of the anniversary of their date of hire. The employee and the director will schedule an evaluation date and time together. The director may conduct the entire evaluation

process herself or she may solicit help from an administrative consultant. The probationary evaluation will be informal, and should include input from other team members. The annual evaluation process is more thorough, and will include the following components:

(1) At least four weeks prior to an evaluation conference, the evaluator will send the employee a packet containing: (a) a copy of the employee self-evaluation; (b) a pre-observation form in which the employee may ask the evaluator to observe a particular aspect of her or his work; (c) a request for the names of two staff members and one parent whom the employee designates to evaluate her or him; (d) a copy of the peer and parent evaluation questionnaires. During the four weeks previous to the conference, any staff member who wishes to provide written input about the employee in question may do so as well by submitting it to the director. Staff can choose whether their evaluation is anonymous or not. All of the evaluations will go into the employees' file.

(2) In the weeks leading up to the evaluation, the evaluator will observe the employee during a minimum of two visits, at two different times of day, each lasting at least thirty minutes. The evaluator will schedule the observation visits with the employee. The goal of these visits is for the evaluator to gain an understanding of the particular classroom environment in which an employee works and of the flavor of a teacher's style in an informal context.

(3) The employee completes the self-evaluation form. The employee gives the evaluator the names of two Hilltop staff members and one parent whom the employee agrees to have evaluate her or him either in writing or in a conversation with the evaluator. In addition the evaluator seeks to solicit input from one other parent in the employee's classroom as well as an invitation to all staff to provide feedback within a defined time period not to exceed one month. The employee selects representative documentation of her or his work to bring to the evaluation conference (for example, entries from children's journals, curriculum board notes, project documentation) when applicable.

(4) The evaluator gathers all input from the commenter(s). The director completes an evaluation form.

(5) The evaluator and the employee meet for an evaluation conference. To this meeting, the director will bring her or his evaluation of the employee and the results of the peer and parent evaluations; the employee will bring the self-evaluation and any documentation she or he has selected as representative of her or his work. During the meeting, the employee and the director will share their evaluations, review classroom documentation, set goals for the employee, and establish a plan for meeting those goals. Within one week of the evaluation conference, the employee may give written response to any part of the evaluation that she or he disputes; commentary by the teacher will be written on or attached to the evaluation form. The evaluation form will be signed by both the director and the employee, attesting primarily that they have read the documents, though they may not agree with them.

ARTICLE 16

HOURS OF WORK

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

16.2 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.

16.3 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.

16.4 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.

Addendum: Hours of Work

16.4 *Hourly employees are entitled to a 15-minute rest period for each four hours worked. For morning shifts, teaching teams can cover these breaks for each other. An employee may take the entire 15 minutes all at once, or may divide it up. For afternoon shifts of at least four hours, staff members will be given a 15-minute break. In addition, full-time employees will receive one 30-minute paid break each day.*

ARTICLE 17

INTERNAL POSTING AND PROMOTIONS

17.1 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.

17.2 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.

Addendum: Internal Posting

17.1 *When a position becomes available, any interested staff member may apply for an open position. Open positions will be emailed to all staff and posted in the office at the same time that position is posted externally.*

ARTICLE 18 REORGANIZATION AND CONTRACTING OUT

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. 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.

Addendum: Layoffs

The executive director will consider the following criteria during voluntary layoffs and recall:

Seniority (article 20)

Job classification

Disposition

Experience in the field

Education Level

Diversity

Teaching teams' needs, skills and make-up

Anticipated commitment to Hilltop

Commitment to ongoing professional development

Annual Evaluations

Any rearrangement in staffing patterns necessitated by layoffs will be decided by the Executive director after seeking input from all staff. Upon layoff, employees shall be given two (2) weeks of severance pay, at their regular rates of pay, payable on their last day of employment. Upon layoff, employees may, in joint dialogue with the executive director and based on the financial well-being of the organization, cash out their available accumulated leave to the fullest extent possible.

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.

Addendum: Seniority

20.1 *A leave of up to three (3) months shall be considered continuous service.*

20.2 *Temporary employees who become permanent employees after working 500 hours in the previous 12 complete months, will have their date of hire adjusted based on the following formula: total hours worked in the previous 12 complete months divided by 2080 (official work year), rounded up or down. For example: if the amount of time accrued is calculated at 7.5 months the employee will receive 8 months credit; if 6.5-7.4 months they will receive 7 months credit.*

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 No employee shall receive a corrective action plan or be terminated except for just cause. Just cause shall be defined to include the concept of progressive discipline (see appendix for more information on just cause). 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. 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. Employers will notify employees verbally or in writing that upon request they have a right to have a union representative present at Steps 2, 3 and 4 of this process.

22.3 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.

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.

22.4 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.

22.5 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).

Addendum: Corrective Action

22.3

To provide clarity in Step 2: the immediate supervisor will inform the employee that "they are in the formal counseling stage."

22.3 Steps 2 & 3

If there is no resolution of the issue, the corrective action process moves to the next step. If the issue is satisfactorily resolved, a written note stating the resolution is placed in the employee's file.

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.

1. Grievant: A grievant is an employee, or in a case involving the Union's contractual rights, the Union.
2. Grievance/Conflict: Grievance/conflict is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
3. Days: "Days" in this procedure are calendar days.
4. 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.

Addendum: Grievance Procedure

Article 23.6 "Days" in this procedure at Hilltop are working days rather than calendar days.

Article 23.4 step 3 The next level of authority following an employee's immediate supervisor is the Executive Director. If a further level of authority is requested the Board of Directors will be consulted.

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 twice-yearly meetings. Details regarding two models of Conflict Resolution Process are contained within this Collective Bargaining Agreement's Appendix.

Addendum: Conflict Resolution

At Hilltop, relationships are at the heart of our work. We seek relationships that invite us into genuine collaboration with each other, and we recognize that our collaboration will sometimes lead to conflict and challenge. We strive to use these difficult situations as opportunities to strengthen our relationships and to lead us to deeper collaboration. We strive to reach a resolution within 30 days.

Please refer to Appendix VI for a statement of the values and principles we look to as guidelines for our interactions and our decision making, titled "Strengthening our Relationships: A Statement of Values and Principles for Navigating Conflict and Challenge."

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 Newly hired employees may use a maximum of 5 hours training time and \$50 of training money within the first three months of hire, 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.

Addendum: Professional Development

25.1

The Mentor Teacher is available to all staff for on-the-job training, partnering, and support. See the Mentor Teacher Job Description (Article 12) for details about training and support that the Mentor Teacher provides to all teaching staff.

At Hilltop we recognize the value of mentoring relationships between teachers. Currently there are systems within teaching teams that provide mentoring and monthly Room Rep meetings and staff meetings allow for discussion and problem solving of classroom topics. Teachers are

invited to make plans to observe other classrooms as their planning time allows and their colleague's schedule allows.

Staff are entitled to use of office computers and a reasonable number of copies or printouts of their completed documentation, for their professional portfolios. Please refer to the current Staff Handbook, or consult the Program Director, for specifics about the acceptable number of copies/printouts per year..

25.2 & 25.3

When the mentor teacher is in a regular year-long contracted position of at least 20 hours a week, Hilltop teachers agree to suspend the professional development allocations outlined below, for that budget year.

These professional development allocations are reinstated, and the monies revert back to the employee training budget, upon suspension of the Mentor Teacher position.

Hilltop pays for ten hours of professional training per year for each full-time employee at his or her regular rate of pay. In addition, Hilltop will reimburse each full-time employee for \$100 of his or her training costs each year. Part-time employees receive pro-rated training benefits. Hilltop employees may use a portion of the \$100 of training money to cover the costs of ongoing first aid and CPR training, however, it is the intent of the director and assistant director to provide or inform people of free or low cost versions of these trainings, in recognition that trainings relating to classroom practices remain the original intended purpose of these professional development funds. Employees may choose to use their professional development benefits to satisfy STARS state-mandated training.

25.5

First and second year staff are required and paid to take two years worth of orientation classes (usually 3 classes at three hours each per school year). These classes are free for all Hilltop employees, and are paid for first and second year staff. Other Hilltop staff members are encouraged to attend orientation classes and Hilltop Training Institute classes when available.

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.

Addendum: Planning Time, Preparation, and Clean-up

26.2 *Teaching teams will work together to divide planning time equitably, using a formula of approximately one hour per child, per offered full time slot, per week. Planning time includes weekly team meetings. Planning time will be calculated at .5 hours per week for fulltime slot for school age classrooms. In the summer, planning time is dependent on fieldtrips and schedules, and teachers should expect to have fewer planning hours.*

26.4 *Employees have 15 minutes at the beginning of their shifts for responsibilities such as signing in, checking their mailboxes and staff folders, reading the log book and other staff and parent communication, and any set-up duties they have. This is time during which they are not responsible for the care of children, though they may have in-classroom tasks to do during their paid set-up time. Some examples of possible set-up duties include: rinsing breakfast dishes, setting out gym equipment, preparing an activity in the art studio, or "tagging out" with a co-teacher so she or he can prepare a small group activity.*

26.5 *Informal parent-teacher conversations in the fall will take place during teachers' regular shift and planning time. For the Collaborative Conferences (usually in the winter and spring), the Program Director will schedule substitutes to cover conferences occurring during a teacher's shift. Each of the teachers facilitating the conference is paid for two hours of conference time, plus one additional hour of set-up/clean-up time. In addition, the Program Director will arrange for release time (or approve overtime pay) for 3 hours of conference preparation.*

26.6 *Each teaching team will receive one paid day of planning in the week before the summer-to-fall transition. On this day, a substitute will work an 8-hour shift in the classroom, allowing teachers to prepare for children's departures and arrivals at the beginning of September.*

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.

Addendum: In-Service Training/Retreat/Cleaning

Hilltop closes for four (4) in-service /cleaning days annually:

- *The two work days before Labor Day in the fall*
- *The Friday of the Martin Luther King, Jr. holiday weekend in January*
- *The Friday after the last day of classes for Seattle Public Schools in June*

These in-service/cleaning days are mandatory for all staff. Staff members are paid at their regular rates of pay for the hours of their regular shifts, or for the duration of the activities, whichever is greater.

There will also be one optional staff workday during the holiday closure in December. See Article 30 for details.

In addition, Hilltop closes at 3:00 on the first Friday of every month for staff meetings (possible exceptions include the months of Dec. & Jan., when we have night meetings due to the excessive closure schedule of this time period). These meetings are mandatory for all staff as listed in the job descriptions (Article 12) – kitchen staff and custodian are not required to attend. Staff members are paid at their regular rates of pay for these meetings.

Hilltop also holds a staff retreat in the fall, typically on a Saturday. If attendance is required, then staff will be paid, including appropriate overtime. If the retreat is unpaid, then attendance is optional, but strongly encouraged.

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. 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.

Addendum: Leave Schedules

While bargaining the addendum annually is optional; Article 29 of the Addendum will be addressed by July 15th, 2009, to consider changing structure and amount of Leave days.

*During the first and second years of employment**

Regular full-time employees have a maximum of 80 hours of leave available for use at any time. Full-time employees earn leave at the rate of 3.33 hours per pay period, or 2 weeks per year.

*During the third and fourth years of employment**

Regular full-time employees have a maximum of 160 hours of leave available for use at any time. Full-time employees earn leave at the rate of 6.67 hours per pay period, or 4 wks/year.

*During the fifth year of employment and each year thereafter**

Regular full-time employees have a maximum of 200 hours of leave available for use at any time. Full-time employees earn leave at the rate of 8.33 hours per pay period, or 5 wks/year.

** Leave for regular part-time employees is calculated on a pro-rated basis. For example, a regular employee who works 4 hours per day is entitled to 40 hours of leave in her or his first and second years of employment. That leave is earned at the rate of 1.67 hours per pay period during those years.*

Employees can only use the leave they have accrued, up to the maximum amount available to them based on the number of years of employment.

Employees begin to accrue leave as soon as they begin to work at Hilltop, but they may not use their leave until the satisfactory completion of their 90-day probation period, with one exception: new employees may use three accrued days, for personal illness only, during their probationary period.

At termination or resignation, employees may cash out the full amount of their accrued leave up to the maximum amount available to them.

Vacation Time Requests

It is our practice that no more than one person per shift is gone from a classroom at a time, except in cases of illness or other extenuating circumstances. All attempts will be made to honor and accommodate leave requests. If more than one teacher in a classroom requests leave at the same time, affected staff are encouraged to work together to resolve the conflict. If the conflict cannot be resolved, the written request with the earliest date will be honored. Requests received on the same day will be granted on the basis of seniority (as defined in Article 20).

At Hilltop, some teachers choose to use most or all of their leave during the summer months. We strive to minimize transitions and maintain continuity for children and families by following our stated policy about vacation time. In addition, the following guidelines address issues particular to summer vacations:

- (1) Due to the number of transitions that occur when public school ends and Hilltop's summer program begins, employees are encouraged to begin their vacations after June 30.*
- (2) Within a classroom, staff are encouraged to stagger their vacations as much as possible through the summer, to maximize continuity and stability for the children and families.*
- (3) Employees must return to work in time to attend the fall in-service/cleaning days.*

ARTICLE 30 HOLIDAYS

A minimum of 10 holidays are paid each year. 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.

Addendum: Holidays

Hilltop closes for the following holidays:

- New Year's Day*
- Martin Luther King Day*
- President's Day*
- Memorial Day*
- Fourth of July*
- Labor Day*
- Thanksgiving*
- The Friday following Thanksgiving*
- December 25 – December 31*

For the remaining weekdays between Dec 25 and Dec 31st: one day Hilltop will be closed and employees will be unpaid, one day Hilltop will be open for optional work in the classroom (with pay available for those who work, no more than their regularly scheduled hours), and on one day Hilltop will be closed and employees will be paid. On years when additional work days occur between December 25-31st, those days will be treated as optional work days.

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.

- a. 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.

- b. 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.

Addendum: Employee Initiated Leave

31.2

Bereavement leave may be taken without exception in the event of the death of an employee's grandparent, parent, sibling, child, domestic partner or domestic partner's parent.

31.3.2 (a)

Extended medical leave or family leave may be taken without exception for: (1) serious health condition of, or injury to, the employee, the employee's parent, the employee's sibling, the employee's spouse, the employee's domestic partner, the employee's child (or other dependent), or the child of the employee's domestic partner; (2) birth to, or adoption of a child by the employee, the employee's spouse, or the employee's domestic partner.

31.3.2 (b)

Co-workers may donate any or all of the leave available to them to the employee in these situations.

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).

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.

Addendum: Center Closures

During strikes by teachers in the Seattle Public Schools, Hilltop will only provide care for school-age children during the regular hours of the school-age program (for example, from 7am to 9am, and from 3pm to 6pm).

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 the appendix, and receive a brief orientation. The Union and the Association will work together in developing an adequate substitute pool in Association/Union bi-annual meetings (see Article 5).

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.

Addendum: Substitutes

33.1

Ultimate responsibility for securing substitutes lies with the administration. Teachers will assist in locating a substitute by: (1) filling out and submitting a leave request to the administration; (2) giving notice of desired absences as far in advance as possible, and no less than two weeks

in advance of requested leave; (3) making suggestions to the administration about potential substitutes; (4) When possible, teachers with pre-approved leave will contact sub and discuss classroom procedures and sub notes.

33.2

Each employee is required to create or edit a set of notes for substitute teachers, which explain in detail the responsibilities of her or his job. These notes must be completed within 30 days of employment, and updated every 3 months. Upon hire subs will receive 30 min. of unpaid orientation by Administrative staff

33.3

Pay for substitutes will be determined by the Program Administrative Staff, at a rate no higher than the rate they would be paid on the wage scale for regular employees. Annually, if a sub has worked 200 days at a satisfactory performance level they may be eligible for a raise not to exceed the raise rate given to regular staff during a fiscal year. Satisfactory performance will be determined by Program Director with the advising of regular staff.

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 2005, 2006, 2007. 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.

Addendum: Wages

A committee including a board member, the director, and a staff member will meet in the months leading up to the budgeting process (usually March – early May) to work towards

financial proposals that would further improve wages based on rewarding prior experience, education, and longevity.

Prior Experience

To set an employee's base pay, prior experience is calculated as follows:

- 1. the employee completes a Prior Experience Record form (see sample on next page) listing all potentially relevant work experience.*
- 2. the Staff Director reviews the form with the employee, clarifying any jobs or positions, and determines which prior experience can be counted*
- 3. the Staff Director or Office Manager uses the Prior Experience Record form to calculate a number of equivalent full-time years, rounded up to one decimal place*
- 4. this number, in combination with the employee's completed education level, determines the starting rate on the wage scale*

For Teachers (including the On-Site Substitute, Floater) and the Kitchen Position work experience is considered relevant if it was in a group care setting, with children from 2 ½ to 10 years old.

Prior Experience Record (sample)

Please complete the form below, listing all work experience that might be relevant to your position at Hilltop. Classroom teacher applicants should include all work in group care settings with children from 2.5 to 10 years old. The Staff Director will review this form with you to determine which work experience can be counted, and to calculate the equivalent number of full-time years that will be used to calculate your starting wage.

					LEAVE BLANK
place of work (name of school, camp, etc.)	age of kids	job title and responsibilities (lead teacher, assistant teacher, camp counselor, director, art specialist...# of kids in class, etc.)	# of months	hrs / wk	full- time months
				years of prior work experience:	

Acquiring Education:

If an employee moves up a degree level during their employment at Hilltop, their wage increases accordingly beginning the first pay period after the completion of their degree.

Annual raise:

Each year, employees receive a raise of 30¢ per hour, at the start of the pay period which contains their anniversary date. When budget allows for more than a 30 cent wage increase all employees will receive the same level of increase.

Anniversary Bonus:

Hilltop values employees who choose to stay at Hilltop for a long period of time. All union employees (teachers, on-site substitute, floater, kitchen staff, mentor teacher, custodian, and office manager) will receive an anniversary bonus every three years, as follows:

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

Anniversary payments will be made on the paycheck concurrent with or following the employee's anniversary date, and will be subject to all payroll taxes and union dues. Anniversary bonuses are not retroactive, and will begin at the start of the 2006-2007 fiscal year. Staff will receive bonuses from that date forward, as listed above, when they reach their 3rd, 6th, 9th, etc. anniversaries.

Wage scales for all positions are on the following pages.

Wage Scale – Teacher, On-Site Substitute, Floater,

Education/ Experience Prior to Hilltop	0-1.9 yrs.	2.0-4.9 yrs.	5.0-8.9 yrs.	9.0-12.9 yrs.	13+ yrs.
STARS	\$10.40	\$10.66	\$10.92	\$11.18	\$11.44
CDA BA unrelated field	\$10.92	\$11.18	\$11.44	\$11.70	\$11.96
ECE / SA Cert. MA unrelated field	\$11.44	\$11.70	\$11.96	\$12.22	\$12.48
AA related field	\$11.96	\$12.22	\$12.48	\$12.74	\$13.00
BA related field	\$13.00	\$13.26	\$13.52	\$13.78	\$14.04
MA related field	\$14.04	\$14.30	\$14.56	\$14.82	\$15.08

Related Fields: Early Childhood Education, Elementary Education, School-Age Education, Child Development, Human Development, Child Psychology, or similar fields where a majority of the coursework pertains to work with young children A BA in an unrelated field, when accompanied by a minor in a related field, will be credited at the “ECE/SA Cert” level.

Prior experience: includes experience outside of Hilltop, and prior work at Hilltop, combined.

Wage Scale – Kitchen Staff, Custodian
Wage Scale – Kitchen Staff

Experience in Food Service or Child Care work	0-1.9 yrs.	2.0-4.9 yrs.	5.0-8.9 yrs.	9.0-12.9 yrs.	13+ yrs.
	\$10.40	\$10.92	\$11.44	\$11.96	\$12.48

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 establish a joint committee to conduct ongoing research into medical benefits in order to provide cost effective options for centers. The committee will be made up of two (2) representatives from the Association and two (2) from the Union. The committee will be dissolved when the Union and the Association jointly decide that it has fulfilled its mandate.

Addendum: Medical Benefits

36.1 *Hilltop pays 100% of the premium for medical and dental insurance for employees working at least 40 hours per week. Hilltop pays 75% of the premium for medical and dental insurance for employees working fewer than 40 hours per week. Employees have the option of enrolling and having the additional 25% deducted from their paychecks.*

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 the 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.

Addendum: Pension Plan

All employees who work at least 20 hours a week become eligible to participate in Hilltop's pension plan after the completion of their probation period. Hilltop pays \$.05 for every hour worked into these employees' pension plans.

**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. 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.

Addendum: Chain of Command

It is considered that the posted list on the office door indicates who is in charge when all Program Administrators are absent. Program Administrators are considered "absent" when they will be unavailable by phone, or are on a prearranged leave.

At Hilltop, in-charge pay is time-and-a-half of the employee's regular rate of pay. This is effective after four hours of work in the in charge position.

**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
SPECIAL NEEDS/CHILDREN OF CONCERN**

Procedures shall be in place to work with special needs children/children of concern that shall include parents, teachers, staff, administrators and other professionals as needed. In general, Employers will consider additional training, support and/or staffing resources for rooms with special needs children/children of concern.

**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.

Addendum: Termination/Resignation Policy

49.2 *The following is a non-exclusive list of behaviors which may be grounds for termination:*

- *violation of licensing regulations or regulations set forth by the Department of Health*
- *failure to maintain the health and safety of children at all times*
- *failure to meet job responsibilities outlined in the job description*
- *failure to follow center policies and procedures*
- *falsification of employment information*
- *mental, verbal, emotional, sexual, or physical abuse of children*
- *harassment of parents, co-workers, or others*
- *use of alcohol or drugs during work hours or in ways which impact on job performance*

49.3 *Severance pay will be given upon termination at the discretion of the director. If an Employee is terminated before the completion of their probationary period then they are not eligible for severance pay*

ARTICLE 50 LABOR /MANAGEMENT COMMITTEES

50.1 Each center can establish Labor/Management committees with representatives from the Union and Employer to deal with matters of mutual interest at each center. The intent is to continue to promote good communication, a positive labor/management relationship and high quality care. The committees will meet on a flexible and as needed basis. A Labor/Management committee meeting can be called by either party by written request to the director or designee or the steward or designee. The labor/management committee will not be used to supplant the grievance procedure or corrective discipline procedure (Articles 22 and 23).

50.2 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.

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, 2005 and remain in force through May 31, 2008. 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 A labor/management committee, consisting of five (5) representatives each from the Association and the Union, and all trained in Interest Based Bargaining (IBB), will meet between January 1 and February 29, 2007 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.

Addendum: Duration

Members of the bargaining committee commit their energy, enthusiasm, and time to something that benefits the entire center. At the completion of the addendum bargaining, up to three bargaining team members will be paid a stipend of up to \$350 each. The bargaining team will make every effort to complete the process in a timely manner.

Article 53

Hilltop Specific Addendum Article – Harassment Policy

Hilltop is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, we will not tolerate harassment of Hilltop employees by anyone, including any supervisor, co-worker, vendor, client, visitor, or customer of Hilltop.

Harassment consists of unwelcome contact, whether verbal, physical or visual, that is based on a person's protected status, such as sex, color, race, sexual orientation, ancestry, religion,

national origin, age, physical handicap, medical condition, disability, marital status, veteran status, citizenship status, or other protected group status.

Hilltop will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonable interference with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed material, and physical contact such as patting, pinching, or brushing against another's body.

All Hilltop employees are responsible for helping to assure that we avoid harassment. If you feel that you have experienced or witnessed harassment, you are to immediately notify the director of Hilltop. Hilltop forbids retaliation against anyone who has reported harassment. Hilltop's policy is to investigate all such complaints thoroughly and promptly. During an investigation, arrangements are made to prevent further harassment. During the investigation and resolution process, Hilltop will work closely with the victim, keeping her or him informed of the steps being taken. To the fullest extent practicable, Hilltop will keep complaints and the terms of the resolution confidential. If an investigation confirms that harassment has occurred, Hilltop will take corrective action, including such discipline up to and including immediate termination of employment, as is appropriate.

Signed this date:

Association of Childcare Employers

**SEIU Local 925
The Child Care Guild**

Darlene Bakes
Wallingford United Methodist Childcare
Center

Erin Schulze
Hilltop Children's Center

Dawn Larsen
Catholic Community Services

Barbarba Brittenham
Small Faces Child Development Center

Eric Svern
Hilltop Children's Center

Pat Durbin
Able Child Children's Center

Nancy Gamble
Able Child Children's Center

Zoe Muth
Wallingford United Methodist Childcare
Center

Mary Hatch
Catholic Community Services

Heidi Prochnow
Interlake Childcare and Learning Center

Mike Kasprzak
Interlake Childcare and Learning Center

Megan McCumsey
SEIU Local 925

Lynn B. Wirta
Small Faces Child Development Center

Addendum signed this date:

Association of Childcare Employers

**SEIU Local 925
The Child Care Guild**

Meg McNulty, Executive Director
Hilltop Children's Center

Erin Schulze, Teacher, Union Steward
Hilltop Children's Center

Emily Viehauser, Teacher, Board Rep.
Hilltop Children's Center

Anne Fiske-Zuniga , Board Chair
Hilltop Children's Center

Sarah Felstiner, Office Manager
Hilltop Children's Center

Appendix II - Corrective Action Plan Sample Format

Formal Counseling Action Plan

Employee Name

Date

Performance Problem	Standard/Expectation	Action to be Taken	Timeline
1.			
2.			
3.			
4.			

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 members 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:

- **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.
- **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.
- **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.
- **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 V – Hilltop Addendum
Hilltop Addendum notes, and prior language removed from this version

6/8/04

Professional Development hours and training allocation voted by staff to be folded into Mentor Teacher budget as specified here:

“To shift funds from the current staff professional development fund to the general fund to help fund the mentor teacher position, because we recognize that by having a mentor teacher on board, staff will continue to receive exceptional coaching and training on-site.

As long as the mentor teacher position exists, the staff votes to apply professional development funds (100\$ and 10 hours paid training time per full-time staff per year, 50\$ and 5 hours per part-time staff) to help fund that position, with teachers receiving the highest number of hours possible of direct support. If/when such a position ends, or if there are sufficient outside funds raised to fully fund the mentor teacher position, then the professional development funds will be redistributed to individual staff as the 2002-2005 addendum specified.

12/20/2008

Job Description – School-age Coordinator

The School-age Coordinator is expected to meet the Minimum Qualifications, Dispositions, and Knowledge listed in the Teacher job description above, and to fulfill all of the responsibilities of the Teacher job description. In addition, the School-age Coordinator:

- *is a point person for the Big Kids program, and ensures that communication about children and families flows between the office and the classroom*
- *assists the Business Director with Big Kids enrollment issues*
- *assists the Staff Director with Big Kids staffing and coverage issues*
- *assumes appropriate responsibility during full-day care and on field trips*
- *coordinates a system with others on the Big Kids teaching team that allows for rotation of basic duties, including snack, school pick-up, opening/closing, and small group or project work*

Job Description - Mentor Teacher

The focus of the mentor teacher’s work is on linking pedagogy—the philosophical underpinnings of the Reggio Emilia-inspired approach to teaching and learning—with daily teaching practices that bring this pedagogy to life. The Mentor Teacher should have a degree, preferably an MA or PhD, in child psychology, Human Development, or a related field. She or he should be skilled at leading trainings, facilitating group discussions, and partnering one-on-one with teachers.

The primary job responsibilities of the Mentor Teacher include:

- *help orient new staff members to Hilltop*

- *meet with teachers and teaching teams to support problem-solving, curriculum explorations and the development of documentation skills*
- *coach teachers about observing children and scaffolding their learning, art media and representation practices and planning utilizing “emergent curriculum” or “the Reggio Approach”*
- *grow classroom practices that are reflective of the families, children, and teachers who share the classroom, and that introduce the lives and experiences of people not represented in the classroom.*
- *support teachers in implementing in-depth curriculum investigations*
- *facilitate center-wide professional development experiences including retreats, in-services, and monthly staff meetings in conjunction with the Staff Director*
- *coordinate and co-facilitate a series of orientation classes for first & second-year staff*
- *facilitate centerwide research about specific pedagogical questions*
- *prepare documentation displays*
- *write letters to families about theory and core practices of work at Hilltop*
- *contribute to Hilltop’s website*
- *lead tours of Hilltop for early childhood professionals*
- *extend Hilltop’s classes to early childhood educators in the community as appropriate*

Job Description – Office Manager

Minimum Qualifications

- *current First Aid, CPR, and HIV/AIDS training*
- *high school diploma or g.e.d. – additional education preferred*

Dispositions and Knowledge

- *friendly and professional office and phone demeanor*
- *experience in office management and book-keeping*
- *experience with young children*
- *disposition to work with focus and efficiency, and attention to detail*
- *facility with computer programs including Word, Excel, Outlook, and accounting software*

Job Responsibilities

- *all bookkeeping, including Accounts Receivable, Accounts Payable, taxes*
- *support business director and staff director, as needed*
- *attend admin. team meetings, all-staff meetings, in-service and retreat days*
- *answer phones, take messages*
- *do copying, filing, and other paperwork*
- *manage database of customers and vendors*
- *cover classrooms as needed, for teacher breaks, bathroom support*
- *oversee USDA food program administration*
- *order office and other non-food supplies*
- *payroll*
- *provide financial information and support to accountant and business director*

Conflict Resolution

Strengthening our Relationships: A Statement of Values and Principles for Navigating Conflict and Challenge

“Soulfulness—the ability to move, feel, express, act; to connect and to confront on a deep level—is not a common feature of the American educational system. We believe it should be.”

--Elizabeth Jones and John Nimmo

At Hilltop, relationships are at the heart of our work. We attend carefully to nurturing children's relationships with each other and with their families, we are intentional about the relationships we seek to create with children and families, and we are thoughtful and aware about the relationships that we cultivate with each other. We seek relationships that invite us into genuine collaboration with each other, and we recognize that our collaboration will sometimes lead to conflict and challenge. We strive to use these difficult situations as opportunities to strengthen our relationships and to lead us to deeper collaboration. Acknowledging this intention, we agree to uphold the following values and principles, and to look to them as guidelines for our interactions and our decision-making.

We will enter conflict with open hearts and open minds, trusting in our ability and in others' ability to engage honestly and directly. When we become aware of a challenge or a conflict, we will name our awareness, talking directly to the other person involved, using language that acknowledges the conflict without judgment or blame: “I feel that there's a conflict growing between us.” “I think that there's something going on here that we need to talk about.” When we name a conflict or challenge to another person, we agree to make a plan about how and when to talk at length and in depth about what's happening: “Can we talk about this?” “When can we talk about this?” “Is there someone else we need in this conversation? Perhaps we need a perspective from outside this situation. Perhaps there is another stakeholder who ought to be involved in this conversation.”

We will not talk about a conflict that we're experiencing to staff members who are not a part of the conflict. If we need to vent or complain or let off steam, we will turn to a person who is not involved with Hilltop—a friend, a partner, or a family member.

If a staff member brings up a conflict that she or he is experiencing with another staff member, and we're not involved in the conflict, we will remind her or him of our agreement to talk directly to the people involved: “Have you talked yet to the person you feel in conflict with?” “I'd like you to talk to the person you feel in conflict with rather than talking to me about it.” “We've agreed as a staff to address conflict directly with each other.”

When we talk with a co-worker about a conflict, we agree to express our feelings honestly, using “I” statements that communicate what we're experiencing and that acknowledge the role we play in the conflict. We'll listen to our co-worker's feelings and experiences, seeking to understand her or his perspective on the conflict. We will strive to stay curious and open, and to have faith in our own and our co-worker's good intentions. With our co-worker, we will explore possible next steps in resolving the conflict. These steps may include further conversations about the conflict; we may decide to invite a facilitator to support us in digging to the heart of the conflict and creating a resolution together that sustains our relationship. We may agree to check in with each other a few days or weeks after our initial conversation to see if there's more thinking we need to do together or more feelings to communicate.

We commit to on-going self-reflection. And we commit to stay engaged with one another in both playful and serious ways, so that we come to know each other well and trust each other deeply.