

**AGREEMENT
BETWEEN
ENTERPRISE FOR PROGRESS IN THE COMMUNITY (EPIC)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925 (SEIU)
October 1, 2019 – September 30, 2022
TABLE OF CONTENTS**

	Page No.
I. Preamble	1
II. Recognition	1
III. Non-Discrimination	1
IV. Definition of Employees	1
V. Management Rights	2
VI. Labor/Management Committee	3
VII. Union Security	3
VIII. Grievance Procedure	4
IX. Holidays	7
X. Leaves	8
XI. Discipline/Discharge	12
XII. Transfers/Recruitment for Open Positions/Summer Work	14
XIII. Salary Plan	15
XIV. Hours of Work and Overtime	16
XV. Professional Development	17
XVI. Fringe Benefits/Insurance	18
XVII. Retirement	20
XVIII. Coordination of Benefits	21
XIX. Seniority and Layoff	21
XX. No Strike and No Lockout	22
XXI. Drug and Alcohol Testing Policy	23
XXII. Subordinate to Statutes	27
XXIII. Employee Rights	27
XXIV. Union Rights	28
XXV. Entire Agreement	29
XXVI. Savings Clause	29
XXVII. Team Leader/Working Foreman	29
XXVIII. Term of Agreement and Termination	29
XXIX. Reopener	29
XXX. Economic Provisions	30
Exhibit A Salary Schedule	
Appendix A Break in Service Agreement	30

Date: 12/2/19

Enterprise for Progress in the Community (EPIC)



Maria Barajas, HR Director



Sandy Barthlow, Controller



Celia Saiz, Executive Assistant



Mamie Barboza, Executive Director

**Service Employees International Union
Local 925 (SEIU)**



April Lafferty



Myra Salapang-Duncan



Maritza Ceballos



Diana Reyes



Sara Gonzales



Brandy Wallace



Christina Morales



Lisa Sanchez



Tyler Bass



Margarita Valtierra

ARTICLE I – PREAMBLE

This Agreement is made and entered into between Enterprise for Progress in the Community (EPIC), a non-profit corporation, hereinafter referred to as “Employer”, and SEIU Local 925, EPIC Chapter, hereinafter referred to as “Union”.

ARTICLE II – RECOGNITION

The agency hereby recognizes the Union as the exclusive bargaining representative of all employees in the bargaining unit. The bargaining unit shall consist of all regular full-time and regular part-time Assistant Cooks, Cooks, Lead Cooks, Program Support, Assistant Custodians, Custodians, Facilities and Maintenance Lead, Bus Drivers, Classroom Assistants, Classroom Assistants – MHS, Early Head Start Home Visitors, Early Head Start Family Advocates, Family Advocates, Family Services Partners, Lead Custodians Lead Teachers, Teachers, Team Leaders, Transportation Assistants, Food Service/Custodian/Classroom Assistant, Receptionist employed by the Employer in its Early Education Division; excluding all other employees, confidential employees, managerial employees, Center Managers, USDA Coordinator,

ARTICLE III – NON DISCRIMINATION

The Employer and the Union agree not to discriminate against any member of the bargaining unit on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation or membership status in the union.

ARTICLE IV – DEFINITION OF EMPLOYEES

Regular Full-Time and Regular Part-Time Employees. Regular full-time and regular part-time employees are those employees who have successfully completed the probationary period as a new hire and who work on a regularly scheduled basis.

Probationary Employee. Employees hired for the first time by EPIC, who have not completed three (3) months of employment without a break of service, shall work under the provisions of this Agreement but shall only be on a trial basis, during which period the employee may be discharged for any reason without recourse to any part or provision of this Agreement, or to any appeal. Probationary time period may be extended by three (3) additional months to allow for further evaluation of performance and suitability of the position.

Employees who apply for and are awarded a new position with EPIC may elect to revert back to their prior position or a position equal to the one they previously held at the employee’s option within the first twenty (20) work days of employment. If there are no equal position’s the employee will then revert to their prior position. The Employer reserves the right to transfer the employee back to the previous position or a position

equal to the one they previously held for the first forty (40) work days of employment in the new position. If there is no comparable or equal position, the employee will transfer back to the previous position held. The election by the employee or the Employer to revert the employee to the former position shall not be subject to the grievance procedure.

ARTICLE V - MANAGEMENT RIGHTS

It is agreed that except as specifically modified by this Agreement, all of the rights, powers and authority the agency had prior to the signing of this Agreement are retained by the agency and remain the exclusive right of management without limitation. Without limiting the generality of the above statement, these rights include:

- (a) The direction and arrangement of working forces, including the right to hire, discipline, suspend, discharge, transfer, relieve employees from duty because of lack of work or other legitimate reasons;
- (b) The determination of services to be rendered;
- (c) The location of the business including the establishment of new units, the relocation of and closing of old units;
- (d) The determination of financial policies including accounting procedures;
- (e) The determination of the management organization of each job site and the selection of employees for promotion to supervisory or other managerial positions;
- (f) The maintenance of discipline and control in the use of agency property;
- (g) The right to hold employees accountable to their job descriptions as stated under Job Functions. The continued failure to perform these functions will be considered in actions of discipline, including discharge;
- (h) The scheduling of operations and the number of work shifts;
- (i) The right to enforce agency rules and regulations now in effect and which may be issued from time to time;
- (j) The right to transfer, contract or subcontract the work performed by members of the bargaining unit covered by this Agreement for reasons of economic savings, efficiency of operation and/or reorganization; provided, however, the Employer shall give the Union thirty (30) calendar days prior notice of the intended transfer, contract, or subcontract of work, and a

reasonable opportunity to bargain the effects of such action. Should the parties not reach agreement prior to the expiration of the thirty (30) calendar days notice, the Employer shall have the right to transfer, contract or subcontract the work of the unit;

- (k) The right to take any action necessary to meet contractual, grant or funding source requirements.

It is further agreed that the above detailed enumerations of management rights shall in no way deem to exclude any other management rights that may not have been specifically enumerated.

Past practices shall not be binding on the Employer; provided, however, if the Employer chooses to change past practice, the Employer shall provide notification to the Union and shall provide the Union with an opportunity to discuss the Employer's proposed change to past practice. The notification and opportunity to discuss shall not impede or affect the Employer's right to change past practice. The notification to the Union will contain a proposed date for discussion of the change with the Union as well as the anticipated date for implementation of the Employer's change to past practice.

ARTICLE VI – LABOR/MANAGEMENT COMMITTEE

A joint labor management committee shall be established to provide a forum for communications between the two parties and to deal with matters of general employee/employer concerns. Committee membership shall consist of up to six union representatives and four employer representatives, unless the parties mutually agree to include additional staff for the purpose of a specific topic. The Committee shall meet quarterly, unless the parties mutually agree to less or more meetings.

ARTICLE VII – UNION SECURITY

Section 1. Union Membership. Employees of the bargaining unit shall have the right to become members or not become members of the Union. Any employee who has chosen not to become a member of the Union may, at any time, choose to become a member of the Union by signing a Membership Card/Dues Authorization Deduction Form and deliver such form to the Union and the Union shall send a copy to the Employer. The Dues Authorization Deduction Form shall not be irrevocable for a period of more than one year, or beyond the termination date of the applicable collective bargaining agreement, whichever occurs sooner.

Section 2. Fair Share Representation Fee. As a condition of employment, all employees who are covered under this Agreement shall, within thirty (30) calendar days of employment become and remain a member in good standing of the Union or pay the

Union a fair share representation fee. Good standing for the purposes of this section shall mean the payment of regular monthly dues or fair share representation fees uniformly required by the Union. Failure by an employee to pay the required dues or fees shall constitute non-compliance and cause for termination of employment. The employee shall be discharged by the Employer with thirty (30) calendar days after receipt of written notice from the Union of non-compliance, unless the employee fulfills the membership obligations set forth in this Agreement.

Section 3. Employees with a bona fide religious exemption, pursuant to NLRB policies, shall be exempt from paying fair share fees, but shall pay an equal amount to a charity agreed to by the employee and the union.

Section 4. The Employer, on a monthly basis, will provide the Union with a list of all bargaining unit employees giving the name, employee ID, term date, rate of pay, address, hire date, classification of the employee, work location, funding source, dues or fair share deductions.

Section 5. Employees who chose to become members of the Union, and who wish to have dues deducted from their paycheck, shall provide the Employer with a Dues Authorization Deduction Form. Upon receipt of a signed Dues Authorization Deduction Form, the Employer shall deduct from such employee's pay such amounts as have been authorized by the Union. The Employer agrees the amounts deducted for Union membership dues from the wages of those members who request it will be forwarded to the designee of the Union for the term of this Agreement. The Employer's obligation to deduct Union dues shall not exceed the term of this Agreement. The Union agrees to hold harmless and indemnify the Employer from any and all liability the Employer may incur for complying with this Section.

Section 6. COPE Contributions (Committee on Political Empowerment). The Employer agrees to deduct and transmit to the Union a specified amount from each employee's pay, subject to the voluntarily executed COPE payroll authorization form. Such deductions shall be subject to an initial participation of at least ten percent (10%) of the members of the bargaining unit. The Union agrees to indemnify the Employer for any penalties, fines, sanctions or payments (including payments to employees for wrongfully withheld wages), attributable to withholdings pursuant to authorization deductions that have been submitted on the SEIU Local 925 Voluntary COPE Contribution forms.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1. Definition. A grievance, within the meaning of this Agreement, shall be defined as any alleged misapplication or misinterpretation of the terms of this Agreement.

A grievant, within the meaning of this Agreement, shall be defined as an employee within a bargaining unit covered by this Agreement who alleges a grievance, the Union alleging a grievance, or the Employer under the terms and conditions of this Agreement. An individual grievant may not invoke Steps Three or Four of the grievance procedure without authorization from the Union. Grievances involving formal counseling (Step One), final counseling or dismissal (Step Two) shall be submitted to the level of supervision or designee having authority to act.

Section 2. Responsibilities. The Union shall prevail upon all employees in the bargaining units and especially stewards to make a diligent and serious attempt to resolve complaints at the lowest possible level. The Employer, likewise, shall prevail upon its supervisory personnel to cooperate fully with the stewards and other Union representatives in the prompt resolution of any grievances that may arise.

Section 3. Employee Grievance Rights. Any employee who believes he/she has been aggrieved may personally seek relief from that condition by filing a grievance, irrespective of any supervisor's opinion of the grievance's validity. In the presentation of grievances the employees shall be safe from restraint, interference, discrimination, or reprisal.

Section 4. Time Limitations. An extension of the time limitations as stipulated in the respective steps below may be obtained by mutual consent of the parties. Failure of the employee to comply with the time limitations without a request for time extension shall constitute automatic withdrawal of the grievance. Failure of the Employer to comply with the time limitations without a request for time extension shall establish the right of the employee to proceed to the next step of the grievance procedure. For the purposes of calculating time requirements, the first day shall be the day following the day on which the employee was aware, or should have reasonably been aware of the issue giving rise to the grievance. Saturdays, Sundays and holidays shall be included in the calculation of days except that the final day may not be on a Saturday, Sunday or holiday but will end at the close of the first working day following the Saturday, Sunday or holiday.

Section 5. Grievance Withdrawal. A grievance may be withdrawn in writing at any time by mutual agreement of both parties and if withdrawn shall not be resubmitted.

Section 6. Employee Representation. The Union as exclusive representative of bargaining unit employees is the responsible representative of said employees in grievance matters.

Section 7. Steps of the Grievance Procedure. All grievances shall be processed in accordance with the following procedures. Grievances over final counseling or

dismissal will begin at Step Two. For all other grievances the parties may agree to waive Step One. For grievances filed directly at Step Two, the grievant will have thirty (30) calendar days from the occurrence of the situation, condition or action which caused the grievant to file.

Step One: Presentation. Within thirty (30) calendar days of the occurrence of a situation, condition, or action which caused the grievance, the employee(s) affected and/or the steward or Union representative shall present the grievance to the employee's immediate supervisor for resolution. Presentation of the grievance shall include a short written description of the subject of the grievance and the contract Articles allegedly violated. If the grievance is directed against the employee's immediate supervisor, the grievance may be presented to the next higher level of supervision. The parties shall attempt to meet to resolve the grievance within ten (10) working days. The supervisor will respond within five (5) working days of the meeting.

Step Two: If a satisfactory settlement is not reached in Step One, and the employee wishes to pursue the matter further, said grievance shall be put into writing on the authorized grievance form and referred to the immediate supervisor or designee or to the next appropriate level of management within ten (10) working days after the decision from Step One. The date of alleged occurrence of the grievance shall be specified. The parties shall attempt to meet to resolve the grievance within ten (10) working days following the date of written submittal. At this step the Union agrees to cite all known sections of the Agreement which allegedly have been violated and to provide a copy to the Human Resources Director.

Step Three: Grievance Mediation/ or submission to agency Board of Directors. If a satisfactory settlement is not reached at Step Two, the grievant with authorization from the Union may submit the written grievance to the Executive Director requesting grievance mediation within ten (10) working days.

Upon mutual agreement, the Employer and the Union shall request, within ten (10) working days, grievance mediation services of the Federal Mediation and Conciliation Service (FMCS). If mediation is selected, the cost of the mediation shall be borne equally by both parties. Failure to request the grievance mediation services within ten (10) working days after the decision to submit a request of mediation services, shall render the grievance invalid, waived and forever lost.

Or, the grievance may be submitted by the employee to the agency Board of Directors. Failure to submit the grievance to the Board of Directors within ten (10) working days after the decision rendered in Step 2 shall render the grievance invalid, waived and forever lost. After such submission, the Board of Directors

shall have thirty (30) working days in which to review the matter and render a written deposition.

Step Four: Arbitration. If a satisfactory settlement is not reached at Step Two or Step Three, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. Such submittal must be made within ten (10) working days following the conclusion of Step Two or Step Three. Within sixty (60) calendar days of the execution of the Agreement, the parties agree to meet to establish a permanent panel of three (3) – five (5) arbitrators. These arbitrators shall be assigned cases by the parties on a rotating basis. If the arbitrator is not available to hear the case within sixty (60) calendar days of the decision by either party to go to arbitration, the parties will contact the next arbitrator in the rotation. If no arbitrator can hear the case within sixty (60) calendar days, the case will be assigned to the arbitrator who can hear the case on the earliest date. The appointment to the panel will be for the first eighteen (18) months of the Agreement at which time either party may decide not to continue the appointment. If an individual arbitrator decides to remove his/her name from the panel or if one or more members of the panel are not continued by either party, the parties will meet to decide whether to substitute an additional name(s).

The parties agree that the arbitrator 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 parties further agree that the decision of the arbitrator will be final and binding upon 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 arbitrator's decision shall be made in writing and the arbitrator shall be encouraged to render the decision within thirty (30) calendar days of the close of the arbitration.

In cases where a grievance is moved to arbitration, and the parties did not avail themselves of Step Three: Grievance Mediation, the moving party shall have the unilateral right to demand a pre-arbitration settlement conference. These conferences shall not delay the arbitration process, and may be held with or without the presence of the arbitrator, at the option of the moving party. In the event that an arbitrator is present, the cost of the arbitrator's participation shall be borne equally by the parties.

ARTICLE IX – HOLIDAYS

For employees who are on active work status or using approved leave, the following are paid holidays. No employee will receive holiday pay if the employee is not on active work status when the holiday occurs.

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Holidays are to be taken as they occur. Employees may not trade holidays for other time off. No work will be performed on holidays without written approval of the employee's management supervisor.

Employees required to work on an agency recognized holiday will receive one and one half (1 and ½) their regular rate of pay, as a premium pay for working on the holiday.

ARTICLE X – LEAVES

All employees covered by this Agreement shall be eligible for leaves of absence consistent with this Article. Regular full-time and regular part-time employees must complete the probationary period in order to be eligible to use leaves under this Article.

To reflect the language specified in Washington's minimum wage and labor standards statute ("MWA"), Ch. 49.46 RCW, and codified at RCW 49.46.210, as follows:

1. Sick Leave

Regular full-time and regular part-time employees will accrue sick leave at the rate of one (1) working day per month of employment. A day corresponds to employee's regular hours of work and pay. Temporary hires and substitutes are not eligible for sick leave. Accumulated days above thirty-six (36) days may be cashed out annually, in February, at twenty-five percent (25%) of the sick leave value.

An employee may use sick leave for:

- Absences due to issues with his or her own mental or physical health, as well as those of his or her family members;
- When the employee's place of business has been closed by order of public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

- Absences that qualify for leave under Washington's Domestic Violence Leave Act.

The Employer may require a physician's statement or other medical statements to verify or authorize the use of sick leave in excess of three (3) days or more or if it is prearranged in excess of three (3) days.

Use of Sick Leave for Personal Use

For employees who are scheduled to work nine (9) months or more per year, up to a maximum of four (4) days of sick leave, per calendar year, may be used for personal use.

Family Medical Leave

Family Medical Leave will be administered in accordance with State and Federal laws. Family Medical Leave will be administered on a calendar year basis. Employees requesting Family Medical Leave will be required to use any accrued sick leave during the periods of Family Medical Leave.

Paid Family Medical Leave

EPIC will comply with Washington State Paid Family Medical Leave (PFML) in accordance with State and Federal laws.

All employees will have a deduction starting January 1, 2019 in the amount of .0253 of gross wages.

Benefits to staff for PFML will start 1/1/2020.

2. Bereavement Leave.

Employees will be granted paid time off for bereavement leave as follows:

- (a) Five (5) days of paid bereavement leave per occurrence for members of their immediate family. Immediate family is defined as: the employee's spouse, parents, siblings, children, grandparents, grandchildren, immediate in-laws, and step-members.
- (b) Three (3) days of paid bereavement leave per occurrence for relatives listed: aunts, uncles, nieces, nephews, and first cousins.
- (c) Two (2) additional days of paid bereavement leave may be granted if travel is required beyond a five hundred (500) mile radius of the employee's job site at a maximum of one per occurrence per year.
- (d) One (1) day of paid bereavement leave for the death of a client in the teaching staff member's direct care and classroom.

(e) For any bereavement leave, employees will be required to submit written proof for the use of bereavement leave.

3. Jury Duty.

Jury duty service and subpoenaed witnesses will be paid at the regular rate of pay for up to two (2) weeks, ten (10) working days, of jury service. Jury duty pay and witness fees, with the exception of mileage reimbursement, will be transferred to the Agency. If released from court before your work time is up, you must return to your work site and report in. Court appearances for personal matters are without pay. Copy of summons or subpoena must be attached to time sheet.

4. Annual Leave.

All 9 to 12 month (year round) employees are eligible to earn annual leave. Each nine (9) month employee shall earn annual leave according to the following schedule (corresponding to the number of hours worked per day). Temporary hires and substitutes are not eligible to accrue annual leave.

0-5 Years of Service	4 hours per payroll
6-10 Years of Service	4.33 hours per payroll
11-15 Years of Service	4.66 hours per payroll
16-20 Years of Service	5 hours per payroll

Annual Leave can be taken when earned. Usage of Annual Leave must be requested in advance and pre-approved by the supervisor. Any request over five (5) days must be approved by the Human Resources department. A maximum of ten (10) days of Annual Leave may be carried over into the following calendar year. Unused Accrued Annual Leave is paid out to the employee upon separation from employment.

Region X and ECEAP employees who are working in the Migrant Seasonal Head Start Summer Program will continue to accrue their regular annual leave which will be rolled over into the following Region X/ECEAP program year, and will be available for the employee's use during the Region X/ECEAP program year at the Region X/ECEAP rate of pay.

Employees who work only in the MSHS program Wave 1 shall receive annual leave pay at a minimum of \$725.00. If the annual leave payment is more than \$725.00 the employee will receive the greater amount.

Employees who work only in the MSHS program Wave 2 shall receive annual leave pay at a minimum of \$525.00. If the annual leave payment is more than \$525.00 the employee will receive the greater amount.

Eligibility Criteria for Wave 1 and 2 one-time payment:

- a. Employees must complete the Migrant/Seasonal Head Start program.
- b. Employees must have satisfactory performance as documented on the performance evaluation.
- c. Employees working the 7 month program must not miss more than 2 days per month = to 14 days
Employees working the 5 month program must not miss more than 2 days per month = 10 days. Any approval FMLA, PFMLA or medical approved absences will not be used to calculate the absences.
- d. Employees who accrue Annual Leave are not eligible for the one-time payment.
- e. Employees who are enrolled in EPIC's Retirement Plan are not eligible for the one-time payment.
- f. Temporary hires and substitutes are not eligible for the one-time payment.
- g. Two (2) T-Shirts will be provided to Migrant Employees annually. New hires will receive a third (3rd) EPIC T-Shirt after successfully completing their probationary period. T-shirts will be mandatory for all migrant head start staff to use while employed in the migrant program. Employer will allow employees to wash the EPIC work t-shirts as needed, while at work. Employees will work with their site management team for scheduling purposes.

RX/ECEAP employees who are working in the MSHS program are ineligible for the One Time Payment.

Leaves without Pay

5. Military Leave.

Time off for military leave is without pay. Notice of and approval for such leave must be in writing and provided in advance of such leave.

6. Leave of Absence/Leave Without Pay.

An employee may request leaves of absence without pay. Supervisors may process leave requests for five (5) days or less. For leave of absence longer than five (5) days, the employee shall forward a completed leave request form to the Human Resources Manager for approval. All requests for leave without pay must be in writing and contain, at a minimum, the following information:

- (a) the date the leave is requested;
- (b) the date and time the leave is to begin;
- (c) the date and time the leave is to end;

- (d) the reason for the leave;
- (e) the signature of the employee requesting the leave.

All requests for leave without pay must be submitted to the immediate supervisor, a minimum of ten (10) working days prior to the date the request of leave is to begin. A leave without pay may be granted at the discretion of the agency, but only after all qualifying paid leave has been used.

ARTICLE XI - DISCIPLINE/DISCHARGE

The agency has the right to discipline or discharge an employee for just cause. No provisions of this disciplinary article are to be construed to mandate the use of progressive discipline when the actions warrant immediate suspension without pay or discharge.

The following examples are illustrative of actions that will warrant immediate discharge from employment.

- (1) Falsification of reports, records, or other documentation;
- (2) Drinking of intoxicants or use of drugs while on duty or coming to work while under the influence of intoxicants and/or drugs;
- (3) Possession of illegal drugs or alcohol while on duty;
- (4) Any conduct which jeopardizes the funding of EPIC and/or interferes with EPIC's ability to perform its contract with various funding sources;
- (5) Any licensor identifying an employee as ineligible to work.
- (6) Acts of sexual abuse, physical abuse, or domestic violence with children;
- (7) Theft;
- (8) Failing to obtain and/or maintain proper certification;
- (9) Possession of firearms, knives, weapons, and/or explosives on agency property or while performing agency services;
- (10) Gang related behavior on agency premises or while performing agency services;
- (11) Dishonesty, lying.

The agency may discipline or discharge employees based upon the severity of the misconduct, based upon the following examples, including but not limited to:

- (1) Violations of work rules, policies, regulations and amendments thereto;
- (2) Neglect of duty;
- (3) Insubordination;
- (4) Conviction of a crime;
- (5) Malfeasance or misfeasance

- (6) Gross misconduct;
- (7) Unauthorized use of material or equipment;
- (8) Abuse of sick leave;
- (9) Recklessness;
- (10) Negligent and/or willful damage to agency property;

If the agency elects to use progressive discipline, the following are examples of the types of progressive discipline that may be used, provided when the actions or misconduct warrant suspension without pay or discharge steps in progressive discipline may be bypassed.

(1) Verbal Reprimand. Verbal reprimands are used for minor offenses. The supervisor may call the employee aside to discuss the offense and to warn the employee not to repeat the behavior, and may document the occurrence by making a note to the supervisor's file (not the official personnel file). Repeated violations of verbal reprimands will result in a formal written reprimand.

(2) Written Reprimand or Warning. Written reprimands are used initially for more serious problems or offenses or for repeated incidents where verbal reprimand has failed to correct behavior. The employee will receive a signed letter from the supervisor listing the violations or failures of the employee, and clearly stating what corrective action must be taken by the employee to avoid further discipline. Copies of such warnings may be kept in the employee's official personnel file. The supervisor may, as a part of an appropriate written reprimand concerning a work-related problem, notify the employee that the employee is on disciplinary probation for a specified period of time. This status is short of suspension without pay or discharge, however, an employee on disciplinary probation is on notice that further disciplinary actions against the employee could result in immediate termination of employment.

(3) Investigatory Suspension. Investigatory suspension may be used in cases where it is necessary to investigate a situation to determine what further disciplinary action may be justified. While employee is on an investigatory suspension, they will be paid administrative leave and paid during the suspension if a payday falls within the administrative leave. This suspension gives the supervisor the opportunity to discuss the problem with management to determine an appropriate course of action when the situation is serious enough for the employee to be removed from the work environment. If after investigation, it is determined that the employee was not guilty of any violation, the employee will normally be returned to the employee's position, paid for any lost time, and a letter exonerating the employee will be placed in the employee's official personnel file. If, however, the employee is found in violation, then the appropriate disciplinary action will take effect on the date that the Investigatory suspension began.

(4) Suspension Without Pay. Any employee may be suspended without pay when the offense is of a serious nature usually sufficient for discharge but when circumstance related to an employee's overall performance would not warrant immediate discharge. The length of suspensions shall be determined by the agency.

(5) Demotion. The involuntary reassignment of the employee to a lower paying position within the agency.

(6) Dismissal/Discharge. Discharge is the final action taken by the Employer if the Employer elects to utilize the disciplinary procedures described above. Discharge is also an immediately available discipline step as determined by the Employer.

ARTICLE XII – POSITION TRANSFERS/RECRUITMENT FOR OPEN POSITIONS / SUMMER WORK

New employees hired for Head Start programs are subject to approval by the respective Parent Policy Council(s) and Executive Director.

A sign-up sheet for open positions will be circulated to allow for interested employees to sign up for work in the MHS program. EPIC will first call and send a letter to employees from this list when attempting to fill Migrant Head Start work vacancies. This does not limit EPIC from calling any employee for possible summer work in a position that they have worked in previously or one that is closely related. Under Washington State Employment Security guidelines: In order for a laid off employee to receive employment benefits, they must be actively conducting a job search and be able and available to work.

All staff will be notified via email when a position becomes vacant, and it will be posted on the EPIC website for a minimum of five (5) working days.

Employees working in the ECEAP program may apply for open positions in Region X. If the employee is qualified for the Region X position, the employee has the right to transfer to the Region X open position. If more than one employee applies for the open position, the most qualified employee will be offered the first right to transfer.

Employees in the MHS program may apply for open positions in ECEAP or Region X.

If the Employer cannot fill a position by a new hire, internal promotion, voluntary transfer or temporary hire, the Employer may involuntarily transfer in inverse order of seniority by classification. Prior to the transfer, the employee has the right to request a

meeting with their supervisor and a Union representative to discuss the impact of the transfer and possible alternatives.

Call back letters. At the end of each program year, all employees shall be asked to sign a call back letter indicating their willingness to work in that program for the following program year. Employees should consider that letter a reasonable assurance of employment for the upcoming year. Employees shall immediately notify the Agency if they are unable to report to work for the following program year. In no event shall notice be less than thirty (30) days from the beginning of the program.

Temporary Work

If the employer hires a temporary or interim employee to fill a vacant position that employee may only be on a temporary status for up to four (4) months unless said temporary employee is serving in the place of an employee on leave. If the temporary employee continues to work beyond four (4) consecutive months, said employee shall be considered a regular employee

Lateral Transfers

If an employee desires to make a lateral transfer to the same position, or a lesser position, that employee may notify Human Resources in writing of his/her desire within the posting timelines. When skills and ability are equal, Seniority will be the determining factor. When more than one transfer request is received for a posting, provided that the most senior employee is not on a plan of improvement. Transfer requests will be granted prior to consideration of other applicants.

If an employee vacates the position of their lateral transfer within the first two weeks, he/she will return to their formerly held position and the next most senior person who requested a lateral transfer will be placed in that position.

ARTICLE XIII - SALARY PLAN

Section 1. General Placement.

Each position in the agency has been assigned to a level on the salary schedule attached as Exhibit "A". Employees shall be placed at a salary level for their respective position at the rate that which corresponds with the employees educational attainment and language skills.

Section 2. Differentials.

Employees in Levels 1 through 11 will receive a base rate as set forth in Exhibit A as adequate and fair compensation for the position. Employees may become eligible to receive differentials for attaining:

- A. Education above the minimum requirements for the position as set forth in Exhibit A;
- B. Bilingual/Biliterate (Spanish) ability, as documented by a passing score on a competency test.

All requests for differentials above the base must be documented. To simplify program administration, employees will have an opportunity at time of hire and on a quarterly basis thereafter to apply for differentials by completing an application and supplying appropriate documentation. Upon approval by the Human Resources Director, the differential shall be paid to the employee.

Section 3. New Hires.

New employees are normally hired at a rate within the minimum rate of the level of the position. Rates above the minimum rate may be approved by the CEO based upon adequate documented qualifications of the new employee.

Section 4. Higher Classification.

Employees who are requested to work in a higher classification set forth in Exhibit A to fill in on a temporary basis shall receive the rate of pay for the higher classification commencing the third (3rd) consecutive day of employment and each consecutive day thereafter for work performed in the higher classification. If an employee is requested to work in the same higher classification after working three (3) or more consecutive days during the same program year, the employee will receive the higher classification pay starting from the first day worked in the higher classification.

Section 5. Use of Personal Vehicle.

Employees who are required to use their personal vehicle for work purposes during the work day, shall be reimbursed at the current Agency mileage rate. Mileage shall be calculated using Mapquest. However, if Mapquest does not accurately track the route or miles, an Employee may submit alternative documentation to their supervisor to be paid the correct mileage. In order to qualify for reimbursement, the employee must have a valid Washington driver's license and proof of valid automobile insurance.

ARTICLE XIV - HOURS OF WORK AND OVERTIME

Hours of work and work schedules are very dependent on program requirements, attendance of children, contract requirements and funds available. The Employer shall have the right to set the hours of work within the work week. Work hours and work days may vary based upon need as determined by the Employer. Time worked or work hours includes all regular work hours, family nights, family home visits, family conferences and enrollments.

In cases where Family Night is canceled due to lack of family participation, employees will work at the time scheduled for the Family Night, provided the employee has flexed that amount of time during the work week.

In cases where family night is cancelled due to closure of the facility, no employees are required to travel to the facility or work. In those cases where the employee has flexed time during the work week, and family night occurs on a Friday the employee will be allowed to work the amount of time the employee flexed the following work week. If the work during the following work week results in overtime, overtime shall be paid for those hours worked.

Employees eligible for overtime, for hours worked above forty (40) hours per week, shall be paid at one and one-half (1-1/2) times the normal hourly rate for each hour in excess of forty (40) hours per week worked. Overtime work shall require prior approval of the Center Manager or supervisor.

Holidays, sick leave and any other leaves defined under this Agreement shall not constitute hours of work for purposes of computing overtime.

Planning time is part of the work day schedule in each of the Region X, Migrant Head Start, and ECEAP programs.

ARTICLE XV - PROFESSIONAL DEVELOPMENT

Section 1. The Employer will provide standard bilingual English/Spanish testing for those employees requesting bilingual testing to receive bilingual pay. Review of the test used for bilingual incentive pay will be an appropriate subject for review by the labor management committee.

Section 2. CDA. -

The Employer will pay the cost for the initial CDA certification fee for all employees to receive a CDA certification or pay up to the cost of an initial CDA Certification fee to be used towards the ECE State Initial Certificate. The employee shall be responsible for any additional CDA/ECE Initial certification costs. The HR/Staff Development Director* will work with all employees at EPIC to ensure they are aware of funding opportunities at their local colleges. HR/Staff Development will hold quarterly workshops to assist employees in navigating financial aid options, including applying for the FAFSA/WAFSA, the Basic Food Employment & Training Grant, Worker Retraining Grant, Opportunity Grant and/or any other state or federal scholarships and grants available to EPIC employees. The employer will continue to offer a cohort for the State Initial Certificate annually, as long as the need is there and YVCC continues to

partner with EPIC. *Contingent upon EPIC being able to maintain the HR/Staff Development Director position.

Section 3. CPR Bloodborne Pathogens. Required trainings for CPR certification or bloodborne pathogens certification, will be offered to employees during the work day. The cost of the training shall be paid by the Employer.

Section 4. Food Handler Training. Required training for a Food Handler Card will be offered to employees each year during pre-program orientation at no cost to the employee. Any employee who fails to attend such training shall be responsible for obtaining the necessary training to obtain a Food Handler Card, and the employee shall pay all cost for such certification.

Section 5. Head Start and ECEAP Higher Education Requirement. The Employer will follow Head Start/ECEAP/USDA regulations, regarding higher education degrees. For employees to become eligible for monetary assistance in obtaining a higher education degree, the employee must follow current EPIC guidelines addressing this issue.

Employer will assist employees to apply for free funding through the FAFSA/WAFSA application, state offered grant programs and grants/scholarships offered directly by the Institution of Higher Education. If employees in our head start, EHS, MHS programs do not qualify for the Federal or State grants they are eligible to apply for the Seedlings scholarship through the ESD partnership, as long it is offered through ESD 105. SEIU and EPIC will work to ensure both the State and Federal Government continue to increase the funding available for scholarships for Educational Requirements.

ARTICLE XVI - FRINGE BENEFITS/INSURANCE

Regular full-time and regular part-time employees who meet the criteria specified in the Sections entitled Medical Plan, Tax Deferred Annuity, Employee Assistant Plan, and Cafeteria Plan, are eligible for the said fringe benefits as set forth below.

1. Medical Plan
2. Tax Deferred Annuity (TDA)
3. Employee Assistance Plan (EAP)
4. Cafeteria Plan

Section 1. Medical Plan. An eligible employee is one who is actively at work on or subsequent to the effective date of the plan, who has been hired into a position which is scheduled for at least thirty (30) hours per week for at least seven (7) months or a position which is scheduled for at least twenty (20) hours per week for at least twelve (12) months.

Effective 2016, the Employer agrees to provide up to a maximum the following dollar amounts.

<u>Type of Coverage</u>	<u>Employee Contribution/Premium</u>	<u>Maximum Employer Contribution/Premium</u>
Employee only	\$ 104.40	\$639.80
Employee with children	\$421.82	\$1054.78
Employee and spouse	\$494.22	\$1149.78
Full family	\$811.62	\$1564.78

If the Health Insurance premiums increase more than ten (10)) percent, the Employer will pay the first ten (10) percent and the employee will pay fifty percent of the additional cost over ten (10) percent and the Employer will pay the remaining fifty percent of the percentage above ten (10) percent.

Only Nine (9) month employees who choose to continue health insurance coverage over the summer will be given HALF from the employer towards their premium coverage. The other half of the premium must be paid by the end of the month before the month of coverage start date according to the following schedule:

June 1st coverage date = Due before May 31st
July 1st coverage date = Due before June 30th
August 1st coverage date = Due before July 31st

Non-payment of health insurance premiums will result in cancellation of health insurance coverage for that month and any future month for summer insurance. Summer insurance cannot be reinstated after cancellation due to non-payment. Summer insurance will be re-negotiated on an annual basis when new premiums are issued or due to budget constraints.

Dental and Vision Benefits for Employees Not Eligible for Medical Plan. For employees who work a minimum of seventy-five (75) days or less than seven (7) consecutive months in the Migrant Seasonal Head Start Program, the Employer will provide a dental and vision benefits letter. A benefits letter will be given thirty (30) calendar days prior to the end of the program. Temporary and substitute employees are excluded. Employees covered by medical insurance are not eligible for this benefit. The benefit must be used no later than sixty (60) days after the work season ends.

A maximum of one hundred twenty-five dollars (\$125.00) will be provided for dental exams, including x-rays, cleaning and lab work by a doctor or clinic of the employee's choosing. A maximum of one hundred dollars (\$100.00) will be provided for a vision exam with a doctor or clinic of the employee's choosing

Section 2. Employee Assistance Plan (EAP). An eligible employee is an employee who works a minimum of one thousand (1,000) hours per year. EAP services are provided to the employee and the employee's immediate family.

Section 3. Cafeteria Plan. Eligible employees for Cafeteria Plan are employees who work a minimum of nine (9) months per year. Such employees may elect to have health plan premiums deducted or to pay for health related and dependent care expenses on a pre-tax deduction.

Section 4. If the insurance company or companies providing the above referenced benefits notifies the employer of changes in the premium structure and/or benefit levels, the employee shall comply with said changes at the expense of the employee. The employer retains the right to change insurance carriers or coverages during the term of this Agreement. The Union and employee shall comply with said changes. The employee agrees to notify the Union thirty (30) days prior to any change in coverages, benefit levels, or carriers. Said notice shall not limit or modify the right of the Employer to change insurance coverages as described in this Section.

Section 5. The Union and/or the employee(s) agree to indemnify and hold the employer harmless from any and all claims made against any and all suits instituted, against any insurance carrier regarding a disagreement with such carrier relating to a claim and/or coverage.

Section 6. Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage between the insurance company and the employee are not grievable by the Union.

ARTICLE XVII – RETIREMENT

Section 1. EPIC Retirement Plan, Tax Deferred Annuity (TDA). The employee is eligible to contribute without employer match at time of hire, if employee is at least eighteen (18) years of age and is in a position that is scheduled for one thousand (1,000) hours per year. The employee becomes eligible for the employer match if they are at least eighteen (18) years of age, has fulfilled a one (1) year waiting period, and is in a position that is scheduled for one thousand (1,000) hours per year.

Eligible employees may make the following contributions and receive the following Employer match:

1. During years two (2) through five (5) years of employment, an eligible employee can contribute up to four (4) percent of their gross taxable wages to the plan. The employer will match this amount dollar for dollar subject to the limitation of four (4) percent.
- 2) For employees with five (5) or more years of service with the agency, such employees can contribute up to six percent (6%) of their gross taxable wages, with the agency matching up to six percent (6%) dollar for dollar.
- 3) For those employees who contribute six percent (6%) of their gross taxable wages to the TDA, the employer will contribute an additional two percent (2%), making the maximum employer contribution eight percent (8%).

ARTICLE XVIII - COORDINATION OF BENEFITS

Employees who suffer a compensable, on-the-job injury requiring their absence from work will be permitted to use accumulated sick leave for work time lost. If the employee qualifies for statutory time loss payments, then said employee may elect to take accumulated sick leave in lieu of statutory time loss payment. The employee shall endorse or assign the statutory time loss payment to the Employer to buy back sick leave on a dollar for dollar basis. Employees who do not have accumulated sick leave, may retain the statutory time loss payment as worker's compensation.

The employee will not receive sick leave and a statutory industrial benefit in the amount greater than the employee's normal rate of pay. Prior to returning to work, an employee shall provide a physician's authorization indicating the employee is fit to return to work.

The Employer will reasonably accommodate employees with disabilities consistent with state and federal law.

ARTICLE XIX – SENIORITY AND LAYOFF

A. Seniority.

Seniority is by position description and is computed from the employee anniversary date or the date promoted or transferred to a different position description. Seniority is computed on unbroken paid time employed (converted to total hours or days of employment). Time in one position/job title does not count toward another position/job title.

B. Layoff.

Layoffs or reductions in force will be based upon funding source, Center Site, qualifications and position description. If, after review of the listed criteria, employees are equally qualified, seniority will be the tie breaker within a position/job title. Trainee positions are not counted toward seniority.

Employees will be given a minimum of two (2) weeks notice of layoff/reduction in force and Employees will attempt to give the employer at least two (2) weeks notice of intent to resign.

Employees on layoff status shall be offered all open positions for which they are qualified, in inverse order of their layoff date. In the event an employee on layoff status refuses an offer of rehire within the same geographical area, their name will be removed from the rehire list for future positions. A name may be removed from the rehire list because of other employment, no response to agency, notice of position availability, rehiring, or refusal of an available position. This paragraph shall not apply to those employees in a non-work status, which occurs between each program year.

C. Temporary Layoff Due to Enrollment.

In Migrant Seasonal Head Start, or other attendance funded programs, as much advance notice of layoff/reduction in force will be given as possible, but not less than one (1) hour, for day-to-day layoffs.

Employees who have not been notified prior to reporting to work of a temporary layoff shall work a minimum of one (1) hour to be paid for one (1) hour.

EPIC will attempt to reduce hours equitably at the job site without regard to seniority for the first five (5) days of any low enrollment or other temporary layoff situation. Should the temporary layoff exceed five (5) days, the Employer will attempt to reduce hours at the job site starting with the least senior employee within the job description where the temporary layoff is required.

ARTICLE XX - NO STRIKE AND NO LOCKOUT

Section 1. During the term of this agreement neither the Union nor its agents, or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the Employer.

Section 2. Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity. The Employer may discharge or discipline any employee who violates this Article.

Section 3. The Employer agrees that there will be no lockouts except in the event the Union and/or the employees violate the terms of this Article.

Section 4. Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event of a violation of this article.

ARTICLE XXI - DRUG AND ALCOHOL TESTING POLICY

Section 1. Purpose. The Employer has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this Agreement establishes prohibitions regarding alcohol and controlled substances and the right of the Employer to screen or test employees to determine the presence of alcohol and/or controlled substances.

Section 2. Prohibition Regarding Alcohol and/or Controlled Substances.

1. The unauthorized use, sale, transfer or possession of alcohol, drugs, controlled substances and/or "mood altering" substances (except the possession or use of prescribed medication, verifiable by a current, properly issued prescription) during work hours (including meal and rest periods), on Employer property, in Employer vehicles, or in personal vehicles while conducting Employer business is prohibited. Violation of this section of the Agreement is just and sufficient cause for immediate discharge.
2. Reporting for work or becoming intoxicated during working hours through the use of alcohol, drugs (including prescribed medication), controlled substances and/or "mood altering" substances is prohibited. Violation of this section of the Agreement will result in disciplinary action which may include discharge.
3. An employee utilizing prescribed and/or "over-the-counter" medication(s) that could adversely affect job safety or performance must immediately report that fact to the employee's supervisor. Knowledge of cautions and warnings printed on the medication container label are the sole responsibility of the employee. Consultation with the employee's attending physician, concerning the affects a substance may have on that employee, may be appropriate.

In the event the employee does notify the Employer immediately upon reporting to work of the fact that such medication is being or will be taken, but does not immediately submit a physician's release, the Employer may determine that the effects of any over-the-counter or prescribed medication may, under the circumstances, impair the employee's ability to safely, properly, and effectively perform the employee's duties and may decline to permit the employee to work until the effects of the medication subside to an acceptable level.

In cases where the employee is instructed by the Employer to remain off work due to the possible side-effects of over-the-counter or prescription medication, the employee may utilize earned, but unused, sick leave benefits in accordance with the Employer's sick leave policy.

Violation of this section of the Agreement will result in disciplinary action which may include discharge.

Section 3. Current Employee Substance Abuse Testing. Pre-employment drug screening is required of all employees. On-going employment is contingent upon passing this screening. The applicable substance abuse testing procedures outlined below will be initiated if one of the following events occurs:

1. Management personnel concludes through objective observation, investigation and evaluation that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances;
2. Where an employee is involved in any accident due to the action, inaction or inattention of the employee;
3. Any random, post-accident or reasonable suspicion testing required by federal or state law, federal or state rule or regulation which specifically includes the incorporation by this reference of Article XIX 49 C.F.R. Part 822 - Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Part 391 - Qualification of Drivers and 49 C.F.R. Part 40 - Procedures for Transportation Workplace Drug and Alcohol Testing Programs. Any provision of this Agreement where compliance with this agreement and the federal regulations cited herein is not possible or where compliance with this agreement is an obstacle to the accomplishment and execution of any part of the cited regulations shall be governed by the federal regulations cited herein.

Section 4. Substance Abuse Testing Procedures.

1. The employer will transport the suspected employee to a pre-determined testing facility.
2. The employee will be requested to submit to the testing procedures. The employee has the right to refuse to submit to the tests; however, refusal to submit to the tests will be grounds for discharge.
3. The employee will provide a urine sample, a blood sample or breath sample. The urine sample will be provided for analysis to determine the amount, if any, contained in the employee's urine of all substances listed in paragraph six below. The blood or breath sample will be provided for analysis to determine the amount, if any, of ethyl alcohol contained in the employee's blood or breath. The blood and urine samples will be analyzed by a NIDA approved laboratory. The breath sample will be analyzed by certified law enforcement personnel or medical facility.
4. Collection of the specimens will be under the direction of qualified medical or law enforcement personnel. Collection of the specimens will take place as soon as possible following the observation, accident or incident. The employee will cooperate fully in the collection of the specimens. Employee tampering with the specimens or refusal to submit to the test within a reasonable period of time will result in discharge. If the employee is physically unable to provide a urine sample, the blood sample will be analyzed by the laboratory to determine if any of those substances listed in paragraph 6 below are present in the employee's blood. However, within twenty-four (24) hours following the drawing of the blood sample, the employee will submit to a urine test. If the employee fails to provide the urine sample within a 24-hour time frame, that action will result in disciplinary measures which may include discharge.
5. After collection of the specimens, the employee will be transported to the employee's residence or other safe location. The employee will be suspended from work without pay until the test results become available and are evaluated. If the test results are negative, the employee will be reimbursed for suspended time.
6. All specimens will be forwarded to a NIDA approved laboratory for analysis. Strict adherence to the chain of custody requirements will be followed during the transportation of the specimen to the laboratory. The laboratory will analyze the specimen for the substances listed herein. The laboratory will perform initial screening, and if positive results occur, confirmatory tests on the specimen. All tests used for taking action against the employee shall be the GC/MS test.

Levels. The following cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs:

Test Level (ng/ml)

Amphetamines	700
Barbiturates	300
Benzodiazepines	300
Cannabinoids	50
Cocaine metabolites	300
Methadone	300
Methaqualone	300
Opiates	300
Phencyclidine (PCP)	75
Propoxyphene	300

Level of the positive result for ethyl alcohol 0.04 gr/dl

The laboratory will communicate the test results to the Human Resources Director. The Human Resources Director will evaluate those results, and confer with the CEO to determine the Employer's course of action.

7. Test results will be stored at the Human Resources Office in a secure file outside the regular personnel files. Access to the file will be extremely restricted—only the CEO and Human Resources Director will have access. All records will be treated in the most confidential fashion by the Employer and the Union. Disclosures, without employee consent, may occur when:
 - (a) The information is compelled by law or judicial or administrative process.
 - (b) The information has been placed at issue in a formal dispute between the Employer and the prospective employee.
 - (c) The information is needed by medical personnel for the diagnosis or treatment of a patient who is unable to authorize disclosure.
8. All costs associated with substance abuse testing, other than an independent analysis requested by the employee, will be paid by the employer.
9. Should analysis of the specimens indicate a negative level or a test level less than the minimum stipulated in paragraph 6 above, of a substance in an

employee's system, the employee will be reinstated to the employee's former position.

10. Should analysis of the specimens indicate a positive level or unacceptable level as set forth in paragraph 6 above, the Employer shall have the right to immediately discharge the employee.

Section 5. Self-Recognized Substance Abuse. Employees with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion of a qualified drug/alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program and be subjected to the guidelines as outlined in Section 16.4 above. Any employee who complies with the above requirements prior to a violation of this policy shall be immediately granted leave without pay in accordance with Section 16.4.10 (a) above.

Section 6. Employer Conducted Searches. The Employer reserves the right to conduct, for reasonable cause or suspicion, searches of Employer property, Employer vehicles or Employer equipment at any time or place and seize, examine and test any property found as a result of any searches of those areas. Failure to cooperate with these procedures, without just cause, will be grounds for discharge.

ARTICLE XXII - SUBORDINATE TO STATUTES

This Agreement shall in all respects, whenever the same may be applicable herein, be subject and subordinate any federal law, rules or regulations, Head Start Standards and Regulations, and any statutes of the State of Washington, its rules or regulations.

ARTICLE XXIII - EMPLOYEE RIGHTS

All employees, subject to this Agreement, shall have the right to freely and voluntarily join and assist the Union. The right to assist the Union shall be recognized as extending to participation in the management of the Union, including presentation of the views of the Union to the agency. The agency shall not interfere, restrain, coerce or discriminate against any employee for exercising these rights.

Employees subject to this Agreement shall have the right to have a Union steward or other employee present at all steps of the grievance procedure. The employee must request such representation.

An employee shall have the right to inspect and review the employee's entire personnel file. An employee may attach a response or comments to any material that is part of the employee's personnel file.

ARTICLE XXIV - UNION RIGHTS

The Union has the right to represent the interests of all employees in the bargaining unit, to present its views to the agency on matters of concern either orally or in writing, regarding wages, hours, and working conditions, and to collectively negotiate with the Employer regarding such subjects.

A SEIU Union representative may be allowed admission to the work site after prior notice and approval by the supervisor for the purpose of fulfilling the Union's duty of representation. The Union representative shall not interfere with employees during working hours. The Union may observe the work site so long as such observations do not interfere with program activities and/or work. The Union representative may meet with employees during break time and lunch hours or after work day.

A Union steward who is a member of the bargaining unit may be allowed paid time off to attend meetings called by the Employer to fulfill the Union's duty of representation. A Union steward shall not interfere with other employees during working hours. The Union steward shall not use working hours for the purpose of conducting Union business. A Union steward may meet with employees during break times or lunch hours or after the work day.

The Union shall be allowed a Union bulletin board at a designated location in the lunch room or break room at each major center site. No Union bulletin board shall be allowed at Outpost sites. Subject to available space in the lunch or break room, the Union bulletin shall not be larger than 23"x35". The Union bulletin board shall be used solely for the purpose of posting Union notices and documents sanctioned by the local president. Postings shall not include solicitation notices, items for sale and/or requests to purchase, political information, or items derogatory to EPIC staff and/or the Employer. After prior notice and discussion with the local president, the Union agrees the Employer may remove materials that do not comply with this section. The Union shall be solely responsible for the cost and maintenance of the bulletin board.

New Hires – EPIC will follow rules pertaining to all new hires of EPIC according to RCW 41.56.037.

During the first day of preservice, EPIC will allocate 30 minutes of unpaid time for SEIU to present to all staff.

The Employer and the Union agree that the Employer will not provide information to bargaining unit employees regarding Union business and practices and will refer the employee to the Union representative.

ARTICLE XXV - ENTIRE AGREEMENT

The parties acknowledge that there has been unlimited opportunity for each to make demands on the other, and that each has done so. The parties agree that this document is the entire agreement between the parties and that no practices or customs are herein incorporated.

ARTICLE XXVI - SAVINGS CLAUSE

If an Article or Section of this Agreement, or any Addendum thereto, shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addendum shall not be affected thereby.

ARTICLE XXVII- TEAM LEADER/WORKING FOREMAN

The position of team leader shall be a working foreman with certain supervisory duties. Those duties include providing supervision of other members of the team, preparing on appropriate forms evaluation input and performing all other duties of the job description for team leader. The parties agree the team leader's input to the evaluation process is input only and the site manager/Employer supervisor has the discretion to prepare the final evaluation regarding the employee's job performance. The site manager/supervisor shall be responsible for signing the final evaluation.

ARTICLE XXVIII - TERM OF AGREEMENT AND TERMINATION

This Agreement shall become effective October 1, 2019 and shall remain in full force and effect until September 30, 2022.

ARTICLE XXIX – REOPENER

The agreement may be reopened and modified at any time during its' term upon mutual consent of the parties in writing, except that it shall open for all economic issues including but not limited to healthcare, annual leave, longevity pay and retirement in

Should state funding source provide additional new funds, the parties agree this agreement may be reopened for a period of thirty (30) days to negotiate regarding said funds. The thirty (30) days shall commence following either the request to bargain by the Union or notice and opportunity to bargain provided by EPIC.

ARTICLE XXX – ECONOMIC PROVISIONS

COLA increases for all positions funded by the Head Start contract shall reflect the amount provided by ESD 105 including the start date the COLA was issued which will include retro payment as warranted.

In the event additional state and/or federal funds are given to EPIC for staff wages and benefits, the contract may be reopened at that time.

2. Longevity Pay. –

<u>Longevity</u>	<u>Pay</u>
<u>3 Years</u>	\$.05
<u>4 Years</u>	\$.05
5 Years	\$.05
10 Years	\$.15
15 Years	\$.20
20 Years	\$.25
25 Years	\$.30

Longevity pay is effective on July 1, 2020 and thereafter based on the anniversary date of the employee.

3. Wages as described above are set forth in Exhibit A - Compensation Plan attached to this Agreement.

APPENDIX A

AGREEMENT REGARDING

EPIC Employees rehired following the break in service beginning June 1, 2013

Enterprise For Progress In the Community (EPIC) and Service Employees International Union, Local 925 (SEIU) agree that any employee who was employed by EPIC prior to June 1, 2013 and subsequently rehired prior to January 1, 2017 shall receive serviced credit for years of service from their initial date of hire, excluding the time they were employed by Community Development Institute (CDI).

EXHIBIT A- COMPENSATION PLAN ***Education Differential: Transcripts or Degrees must be Early Childhood Education or Related to be considered for approval.

Early Childhood Education Services													
Percentages for differentials:													
POSITIONS			1.77%	Addnl		2%	2%	3%	5%	10%	15%	1.50%	3.00%
2B Transportation Assistant	HS/MHS/EHS/ECEAP	\$12.00	\$ 0.21		\$ 12.21	\$ 0.24	\$ 0.24					\$ 0.18	\$ 0.37
6B Custodian	RX/MHS/ECEAP	\$12.00	\$ 0.21		\$ 12.21							\$ 0.18	\$ 0.37
6B Cook	USDA	\$12.00	\$ 0.21		\$ 12.21							\$ 0.18	\$ 0.37
6C Food Services/CA	HS/ECEAP	\$12.21	\$ 0.22		\$ 12.43							\$ 0.19	\$ 0.37
6C Food Services/Custodial/CA	HS/ECEAP	\$12.21	\$ 0.22		\$ 12.43							\$ 0.19	\$ 0.37
6C Lead Custodian	RX/MHS/ECEAP	\$12.26	\$ 0.22		\$ 12.48							\$ 0.19	\$ 0.37
6C Lead Cook	USDA	\$12.26	\$ 0.22		\$ 12.48							\$ 0.19	\$ 0.37
6C Receptionist/Administrative Assistant	All Programs	\$12.21	\$ 0.22		\$ 12.43							\$ 0.19	\$ 0.37
5B Teacher Assistant	MHS	\$13.02	\$ 0.23		\$ 13.25	\$ 0.27	\$ 0.27	\$ 0.40	\$ 0.66	\$ 1.33	\$ 1.99	\$ 0.20	\$ 0.40
5B Classroom Assistant	HS/ECEAP	\$13.02	\$ 0.23		\$ 13.25	\$ 0.27	\$ 0.27	\$ 0.40	\$ 0.66	\$ 1.33	\$ 1.99	\$ 0.20	\$ 0.40
7A Family Advocate I	ECEAP-HS	\$12.84	\$ 0.23		\$ 13.07	\$ 0.26	\$ 0.26	\$ 0.39	\$ 0.65	\$ 1.31	\$ 1.96	\$ 0.20	\$ 0.39
7B EHS Family Advocate	EHS	\$13.50	\$ 0.24		\$ 13.74	\$ 0.27	\$ 0.27	\$ 0.41	\$ 0.69	\$ 1.37	\$ 2.06	\$ 0.21	\$ 0.41
7C Lead Maintenance Worker	HS/MHS	\$12.89	\$ 0.23		\$ 13.12							\$ 0.20	\$ 0.39
8B Bus Driver	HS/MHS/EHS/ECEAP	\$14.99	\$ 0.27		\$ 15.26							\$ 0.23	\$ 0.46
8B Program Support	ECEAP	\$13.56	\$ 0.24		\$ 13.80							\$ 0.21	\$ 0.41
9 Teacher	MHS	\$14.24	\$ 0.25		\$ 14.49				\$ 0.72	\$ 1.45	\$ 2.17	\$ 0.22	\$ 0.43
9B Lead Bus Driver	HS/MHS/EHS/ECEAP	\$16.56	\$ 0.29		\$ 16.85							\$ 0.25	\$ 0.51
11B EHS Home Visitor	EHS	\$17.14	\$ 0.30		\$ 17.44					\$ 1.74	\$ 2.62	\$ 0.26	\$ 0.52

*** Education Differential: Transcripts or Degrees must be Early Childhood Education or Related to be considered for approval.

Level		Early Childhood Education Services		Position		Funding		Base		COLA LTR		Total Base		COLA		Total	
10B		Family Advocate 2								1.50%		3.00%					
AA Degree-related or Junior Standing, 4 yr-titd	MA/MS-related	Entry	HS / MHS	\$14.47	\$ 0.26			\$14.73	\$ 0.22	\$ 0.44							
		30 Sem/45 Qtr Credits	HS / MHS	\$14.75	\$ 0.26			\$15.01	\$ 0.23	\$ 0.45							
		30 Sem/45 Qtr & CDA	HS / MHS	\$14.89	\$ 0.26			\$15.15	\$ 0.23	\$ 0.45							
		CDA & Family Svc. Cert.	HS / MHS	\$15.03	\$ 0.27			\$15.30	\$ 0.23	\$ 0.46							
		BA/BS-related	HS / MHS	\$15.17	\$ 0.27			\$15.44	\$ 0.23	\$ 0.46							
		MA/MS-related	HS / MHS	\$15.90	\$ 0.28			\$16.18	\$ 0.24	\$ 0.49							
		MA/MS-related	HS / MHS	\$16.62	\$ 0.29			\$16.91	\$ 0.25	\$ 0.51							
		Family Advocate 2	Entry	ECEAP	\$14.47	\$ 0.26		\$14.73	\$ 0.22	\$ 0.44							
		30 Sem/45 Qtr Credits	ECEAP	\$14.75	\$ 0.26			\$15.01	\$ 0.23	\$ 0.45							
		30 Sem/45 Qtr & CDA	ECEAP	\$14.89	\$ 0.26			\$15.15	\$ 0.23	\$ 0.45							
AA Degree-related or Junior Standing, 4 yr-titd	BA/BS-related	CDA & Family Svc. Cert.	ECEAP	\$15.03	\$ 0.27			\$15.30	\$ 0.23	\$ 0.46							
		BA/BS-related	ECEAP	\$15.17	\$ 0.27			\$15.44	\$ 0.23	\$ 0.46							
		BA/BS-related	ECEAP	\$15.90	\$ 0.28			\$16.18	\$ 0.24	\$ 0.49							
		MA/MS-related	ECEAP	\$16.62	\$ 0.29			\$16.91	\$ 0.25	\$ 0.51							
11A	Team Leader 1	Entry	HS/MHS	\$14.76	\$ 0.26			\$15.02	\$ 0.23	\$ 0.45							
		AA ECE	HS/MHS	\$17.12	\$ 0.30			\$17.42	\$ 0.26	\$ 0.52							
		BA ECE	HS/MHS	\$17.80	\$ 0.32			\$18.12	\$ 0.27	\$ 0.54							
		MA ECE	HS/MHS	\$18.67	\$ 0.33			\$19.00	\$ 0.29	\$ 0.57							
8C	Team Leader 1	Entry	ECEAP	\$14.76	\$ 0.26			\$15.02	\$ 0.23	\$ 0.45							
		AA ECE	ECEAP	\$17.12	\$ 0.30			\$17.42	\$ 0.26	\$ 0.52							
		BA ECE	ECEAP	\$17.80	\$ 0.32			\$18.12	\$ 0.27	\$ 0.54							
		MA ECE	ECEAP	\$18.67	\$ 0.33			\$19.00	\$ 0.29	\$ 0.57							
12A	Team Leader 2	Entry	HS/MHS	\$17.36	\$ 0.31			\$17.67	\$ 0.27	\$ 0.53							
		AA ECE	HS/MHS	\$18.22	\$ 0.32			\$18.54	\$ 0.28	\$ 0.56							
		BA ECE	HS/MHS	\$19.09	\$ 0.34			\$19.43	\$ 0.29	\$ 0.58							
		MA ECE	HS/MHS	\$19.94	\$ 0.35			\$20.29	\$ 0.30	\$ 0.61							
11B	Team Leader 2	Entry	ECEAP	\$17.36	\$ 0.31			\$17.67	\$ 0.27	\$ 0.53							
		AA ECE	ECEAP	\$18.22	\$ 0.32			\$18.54	\$ 0.28	\$ 0.56							
		BA ECE	ECEAP	\$19.09	\$ 0.34			\$19.43	\$ 0.29	\$ 0.58							
		MA ECE	ECEAP	\$19.94	\$ 0.35			\$20.29	\$ 0.30	\$ 0.61							

***Education Differential, Transcripts or Degrees must be Early Childhood Education or Related to be considered for approval.

