

COLLECTIVE BARGAINING AGREEMENT

between

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

AND

SMALL FACES CHILD DEVELOPMENT CENTER

EFFECTIVE:

June 1, 2021 – May 31, 2024

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PREAMBLE

The purpose of this Agreement is to achieve and maintain harmonious relations between Small Faces and the Union, to provide for equitable and peaceful adjustment of differences 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 child care, efficiently and effectively.

Small Faces 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 child care employees within this funding, to provide high quality working conditions and to enhance an ongoing relationship of trust and respect.

This Agreement has been jointly created by representatives of Small Faces 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. Small Faces Child Development Center (hereinafter referred to as "Small Faces"), 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. Small Faces agrees to voluntarily recognize the Union as the exclusive bargaining representative for all regular full-time and part-time employees 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 Small Faces 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, Small Faces 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 Small Faces in King County, Small Faces agrees to maintain a neutral position. No supervisors, managers or agents of Small Faces 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 24). The Arbitrator shall render a decision within 15 days of the hearing.

- 1.4. Small Faces and the Union agree to cooperate wherever possible to raise the standards of service. The parties agree that providing the highest possible standards of child care 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 with dignity and respect.

ARTICLE 2: RECOGNITION

Small Faces recognizes the Union as the sole and exclusive bargaining agent for employees in the bargaining unit. Newly created job titles shall be included in the bargaining unit as applicable. Generally, positions shall be included in the bargaining unit if they meet the National Labor Relations Board Unit Exclusion Guidelines (www.nlr.gov). Small Faces shall discuss newly created job titles with the Union Rep and steward and negotiate into pertinent articles of this Agreement.

Job titles covered by contract:

- Lead Teacher
- Associate Teacher
- Assistant Teacher
- Float Teacher
- Teacher Aide
- Kitchen Supervisor
- Kitchen Assistant
- Office Manager
- Facilities Manager

ARTICLE 3: NONDISCRIMINATION

- 3.1. Neither Small Faces 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, 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. Small Faces agrees to conduct no lockouts during the period of the Agreement.

ARTICLE 5: ON-GOING SMALL FACES / UNION COLLABORATION

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

1. **Communication.** We will use email and internet to communicate between meetings and to create an agenda for coming meetings; and
2. **Meetings.** To further strengthen communication/team up for advocacy, there will be one Small Faces/Union meeting annually. The Union will take the lead in scheduling the meeting. Small Faces/Union task forces may be created to work on special projects, including Advocacy Day (Article 11).

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: Small Faces 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 Small Faces' 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, Small Faces'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 Small Faces harmless against all claims, suits or other forms of liability that shall arise against Small Faces for, or on account of, any deduction made from the wages of such employee.

- 6.2.1. Small Faces shall remit to the Union monthly all bargaining unit dues and fees deducted for that pay period.
 - 6.2.2. Small Faces 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 Small Faces to provide the name and schedule of the new hire to the steward within 15 days of hire. Small Faces will also provide the new hire with the steward's name and schedule within 15 days. This information shall be provided in writing. For example, the steward's contact information could be included on a checklist of information new employees receive. The Union local will provide Small Faces with the membership card to be placed in the new employee orientation packet. In the event that there is currently no steward at the center, the SEIU 925 Union rep assigned to child care will serve in this role. Small Faces 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 Small Faces and deliver one copy of this card to the Union office.
- 6.3. Voluntary Political Check-off. Small Faces will honor voluntary contribution deduction authorizations from employees in the unit for political contributions to SEIU COPE (Committee on Political Empowerment.) Small Faces will deduct the authorized amounts from the individual employee's paycheck and remit those sums to SEIU Local 925, along with a list of the employees and the amount deducted for each employee.

ARTICLE 7: UNION ACTIVITY, VISITATION & BULLETIN BOARDS

- 7.1. Union Organizer Representative: With prior notice to Small Faces, 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. Small Faces will make available to the Union a bulletin board for its use.

ARTICLE 8: MANAGEMENT RIGHTS AND RESPONSIBILITIES

Small Faces, 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 Small Faces. Small Faces shall determine the methods, technological means and qualifications of personnel by and for which operations are to be carried out. Small Faces 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 Small Faces will elect at least one steward 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 24). The Union shall promptly notify Small Faces 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 Small Faces, to assist in the research and resolution of legitimate employee grievances on Small Faces' property without loss of pay or recorded work time. Stewards shall be on paid time when conferring with Small Faces 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 Small Faces 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: BARGAINING PROCESS

10.1. The bargaining team for negotiations will be made up of at least one representative from management and two or three representatives from the bargaining unit. 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. The bargaining team shall make every effort to complete negotiations in a timely manner, not to exceed eight weeks.

10.2. Contract Renegotiations. A good faith effort will be made to complete renegotiation of the center's current contract within eight weeks following the date of expiration of the contract; the current contract will remain in effect until the new contract is completed. By mutual consent of Small Faces and the Union, the contract may be opened for renegotiation at any time.

ARTICLE 11: ADVOCACY

11.1. As part of our ongoing campaign to provide the highest possible standard of child care 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, Small Faces will 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 Small Faces. Whenever possible, the Union, and Small Faces will work together to find outside funding to pay for substitutes so that employees can participate without causing undue hardship to centers or employees. Small Faces will provide up to eight hours per year paid leave to participate in local or state level advocacy. Requests for paid advocacy leave must be submitted and approved by the Administration in writing as soon as possible prior to the event. Advocacy events include, but are not limited to, giving testimony in Olympia, Seattle or at the County level; or meeting with local, state or federal elected officials.

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 childcare system. Examples of how to keep parents updated and included in our joint advocacy work are:

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

Small Faces shall observe an advocacy day annually to raise the level of consciousness about the importance of achieving high job standards and low staff turnover in the childcare field. Small Faces will also use this advocacy day to create awareness among parents, business, government and the community that childcare issues are not just the employees' problem. Small Faces will not provide childcare services on this day.

Advocacy Day will be scheduled annually on a Saturday to be chosen jointly by the administration and employee representatives. Employees may attend, but are not required to attend, Advocacy Day and may apply their eight (8) hours of advocacy pay to the day.

Small Faces will plan activities for addressing political issues related to early childhood care. The specific activities of the day may be flexible from year to year, depending on current political or community issues. The agenda for the day will be set by a committee made up of representatives from both the administration and the employees, and will be informed by data gathered via a survey of the staff. The agenda will be prepared at least one month prior to Advocacy Day.

Additionally a personal invitation from staff and management is very useful in getting parents involved in the event. ACE/Union members will work to offer parent education at advocacy day trainings.

ARTICLE 12: JOB DESCRIPTIONS

12.1. Employees will be provided a copy of their written job descriptions, and of performance evaluation procedures and instruments, before beginning employment. Job descriptions are accurate and specific, reflecting actual job duties, include minimum qualifications for the position, and are changed according to changes in duties. Each center's Addendum shall contain the job descriptions for that particular center. The job descriptions include baseline requirements, personal and educational qualifications, in addition to the job responsibilities. See appendices for current job descriptions.

Job descriptions will be reviewed at least annually, and employees will have input into any revisions. Job descriptions are included in this agreement as appendices.

12.2.

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. Small Faces will make every effort to consult

with co-workers/affected staff before making the hiring decision. Small Faces will make the final determination. Small Faces support staff, including aides, teacher assistants, office manager, kitchen supervisor, kitchen assistant, facilities manager, are exempted from observation during the hiring process. The Administration has the discretion to sit in on any second interview observation.

ARTICLE 14: INTERNAL POSTING AND PROMOTIONS

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

ARTICLE 15: PROBATIONARY PERIOD

- 15.1. The probationary period will be ninety (90) days. The employee shall have their performance reviewed by the end of the probationary period. The review will be performed as outlined in Performance Evaluations (Article 17).
- 15.2. During the probationary period, an employee may be terminated without cause, and is not entitled to use the Grievance Procedure (Article 23). Affected staff members are encouraged to offer input to Small Faces concerning the probationary employee's ability in regard to center policies.
- 15.3. The probationary period may be extended up to an additional 90 days by mutual agreement between Small Faces 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 24). The evaluation process,

conducted before the end of the 90-day Orientation annually and thereafter, consists of:

- Step 1** a self-evaluation completed by the employee
- Step 2** written evaluation by the administration
- Step 3** administration can request input from staff trainer and team members
- Step 4** meeting between the employee and the administration to review the written evaluation and other comments

15.4. Upon satisfactory completion of the probationary period, the newly hired employee becomes a regular employee and is entitled to all employee benefits. An extended probationary period will not affect the employee's receipt of benefits they would otherwise have received. Upon request from the board, staff will provide input on the administration's annual performance evaluation.

15.5. During the probationary period, employees are guaranteed all benefits covered by this contract excluding the following:

- Grievance Procedure (See Article 24)
- Medical Benefits (see Article 38)
- Paid Time Off (see Article 30 for limited exceptions)
- Professional Development (see Article 26 for limited exceptions)
- Paid Employee Initiated Leave (see Article 32)

ARTICLE 16: ORIENTATION PROCESS

16.1. In order to provide a comprehensive orientation to new staff regarding the policies, procedures, and philosophy of the center overall, as well as the specific classroom(s) new staff members will be working in, Guild Small Faces will establish a two-tiered orientation process: Center Orientation and Classroom Orientation. Both tiers of the Orientation will have checklists and signature pages to be signed by both the designated staff member and the new hire once this aspect of orientation is complete. Small Faces will specify and maintain specific details of orientations and checklists. Each center will designate center and classroom orientation trainer(s). Each center is responsible for completing both tiers of new staff orientation within thirty (30) days of hire.

16.2. The goal of the Center Orientation is to provide new staff with an overview of the center-wide policies and procedures, and will take place outside the classroom with a designated staff member. Employees are not required to be responsible for caring for children during the Center Orientation. New staff will be provided all policies and procedures relevant to their position and classroom.

- 16.3. The goal of the Classroom Orientation is to provide new staff with an overview of the classroom-specific layout, procedures, and activities. The Classroom Orientation will take place in the classroom(s) with a designated staff member, will include a walk-through of the classroom and a review of the daily routine.
- 16.4. New employees will be provided 24 hours of paid time to complete the Center and Classroom Orientations.
- 16.5. New staff will be provided with a time to review and reflect on orientations and checklists with a designated staff member within 45 days of hire.

ARTICLE 17: PERFORMANCE EVALUATIONS

- 17.1. 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.
- 17.2. All employees are evaluated by the end of their probationary period and at least annually thereafter.
- 17.3. 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 Small Faces' evaluation procedures are included in this agreement as appendices.
- 17.4. 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 the board of directors to evaluate management.

ARTICLE 18: HOURS OF WORK

- 18.1. Employee schedules and classroom assignments are specified at the time of hire. Classroom assignments are stable, allowing for occasional changes due to unexpected circumstances.
- 18.2. Hours of work will not be reduced in response to daily fluctuations in child enrollment or attendance. On-going work schedule re-assignments of more than one week shall be discussed in a meeting with affected employees as far in advance as possible (ideally two weeks notice will be given). If an employee has questions or concerns regarding the scheduling change, they have the right to a meeting with the director to find the best possible solution that maintains

acceptable classroom ratios, takes into account employee input and provides the best solution for the children, employees and classrooms affected.

18.3. Definitions for Small Faces

- Regular Full-Time signifies that you are assigned to a regularly established position for a 40-hour workweek. Employees who work 20 hours/week or more are benefits eligible. Those who work less than 40 hours will have benefits pro-rated.
- Regular Part-Time indicates you are scheduled to work fewer than 40 hours per week.
- Temporary means that you are hired to work a limited period of 6 months or less on a full or part time basis to fill a temporary position, such as leave or illness relief. You will not receive any benefits.

ARTICLE 19: MAJOR CHANGE PLANNING

Major Change in this contract will be defined as change of facility, reorganization, contracting out, and post disaster response. Reorganization is a change in the center's program, structure and/or service. Employees must receive at least thirty (30) calendar days notice of the reorganization date. Employees will have the opportunity to provide input regarding change of duties. Affected employees will be included in discussions regarding reorganization. To this effect, a forum for open discussion shall be created when major changes take place. A suggested forum is a labor management committee (see Article 53). A Labor Management committee shall be consulted prior to contracting out positions covered under the Agreement.

ARTICLE 20: LAYOFFS & RECALL

20.1. **Reduction, Layoff, and Recall Procedure and Rights: Layoff Procedure**

"Layoff" is defined as a reduction in the work force causing severance of employment or reduction in hours.

Before these procedures are used, the Small Faces Board will consider all alternate cost-cutting measures that can be used in lieu of layoffs. Before initiating layoff procedures, Small Faces will hold a special LMC meeting with the Union 30 calendar days prior to the implementation of either a layoff or a reduction.

At this meeting, Small Faces will supply the following information:

- Whether the action is a reduction or layoff
- Updated Seniority List
- Reason for the reduction or layoff

Employees may be laid off or have their hours reduced due to lack of work, lack of funding, and/or reorganization of the program. Small Faces will first ask for

voluntary layoffs by seniority within the affected workgroup(s); if voluntary layoffs are insufficient, employees will be laid off or have their hours reduced according to the procedure below. Said procedures take into consideration seniority and job classification. Temporary and substitute employees will be laid off before regular employees. Layoffs of regular employees, will be determined by seniority within the following workgroups:

Administrative Support

Tier A: Office Manager, Substitute Coordinator

Facilities Support

Tier A: Facilities Manager

Instruction

Tier A: Lead Teacher, Mentor Teacher

Tier B: Associate Teacher

Tier C: Assistant Teacher, Classroom Aide, Substitute

Nutritional Support

Tier A: Kitchen Supervisor

Tier C: Kitchen Assistant

Float teachers will be categorized according to their designation as an Assistant, Associate, or Lead Teacher.

When layoffs are deemed necessary, Administration may enact Layoffs within the workgroup, starting from least senior to most senior in Tier C, then to Tier B, etc. If a job classification is left vacant through layoff this will be deemed a reorganization and trigger a special LMC meeting and impact bargaining as designated in Article 19.

If the person selected for layoff is more senior, and qualified for work in another workgroup, Small Faces will notify the employee selected for layoff for which positions they may be qualified. The employee may elect to transfer to a position in another workgroup in which they are qualified and is not a promotion. The least senior person within that workgroup will then be the employee selected for layoff.

Small Faces will notify the Union in writing of all bargaining unit members selected for layoff at the same time employees are notified.

Upon layoff, employees may cash out accumulated paid time off up to 80 hours.

20.2. Recall/Restoration of hours.

Employees on laid off status will be recalled/have their hours restored in consideration of seniority and job classification. When employees are recalled to employment, they will retain their seniority and original anniversary date. If the employee received payment for accumulated paid time off at the time of layoff, leave accrual will be reinstated based upon the original anniversary date of hire. Leave will be prorated based upon the number of months worked in the prior year. If the employee does not respond to email notice of recall within five (5) business days, 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 their 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 to One (1) year. Employees on lay off for more than one (1) year shall lose their rights under this Agreement.

20.3. 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 they are qualified, shall forfeit their rights to recall. Upon return to active employment, seniority, wages and leave accrual will be reinstated as appropriate.

ARTICLE 21: SENIORITY

21.1. Seniority is defined as the continuous length of service with the center from the most recent Date of Hire. Time spent on leave of absence without pay or on layoff shall not be included in computing seniority.

21.2. Seniority shall be lost following an employee's resignation, termination for cause, failure to return from a leave of absence or expiration of recall rights. Seniority shall be maintained for employees rehired up to one (1) year following an employee's resignation.

21.3. Seniority for benefit accrual purposes shall include all time accredited to the employee up to the date of entering into the Bargaining Unit.

ARTICLE 22: ADMINISTRATIVE LEAVE

22.1. In the event that Child Protective Services (CPS), or any other regulatory authority requires that an employee be placed on administrative leave, they will be paid at their 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 Small Faces. If an employee is placed on administrative leave at the direction of Small

Faces, the Leave will be paid until which time the reason for leave has been resolved.

- 22.2. 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 23).

ARTICLE 23: CORRECTIVE DISCIPLINARY ACTION/TERMINATION

23.1. 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.

23.2. Employers will notify employees in writing that they have a right to have a union representative present upon request at Steps 1, 2, and 3 of this process.

23.3. No employee shall receive a corrective action plan or be terminated except for Just Cause. The concept of Just Cause in union contracts (as outlined in Appendix V) is the standard that management must adhere to when disciplining or discharging an employee. It will provide a positive method for improvement rather than punitive action. Small Faces will determine the specific step at which the process begins based on the nature and severity of the problem. Corrective action will always start at step 0 as (per 23.4). All steps of corrective action will be accompanied by a written action plan per Appendix II of the CBA. After any step of corrective action, if there is insufficient improvement after a reasonable period of time, then management may proceed to the next step of corrective action. The only time that steps of corrective action may be skipped is if the misconduct or inadequate performance is egregious, in which case the employer may determine the specific step at which the process begins depending on the

degree of egregiousness. Examples of egregious misconduct or egregious performance issues include but are not limited to:

- Assault
- Arson
- Theft
- Gross indecency
- Negligence that could have or did lead to severe financial harm to the employer
- Negligence that could have or did result in severe physical harm to others
- Sexual harassment
- Hate speech: racist, misogynistic, or other derogatory language
- Improper treatment of children
- Intoxication on the premises
- Possession or use of weapons or firearms on the premises
- Taking paid leave under false pretenses, such as, but not exclusively, bereavement leave
- Falsifying documents
- etc.

All written action plans will include all of the elements of the Sample Corrective Action Plan (see [Appendix II](#)). A copy of all written action plans and formal counseling memos will be given to the employee.

23.4. Steps of Corrective Action Process

The corrective action process pertains to misconduct or performance issues that are related. Misconduct or performance issues arising that are not related to prior

misconduct/inadequate performance need to be on a new and separate corrective action track.

Small Faces will designate a supervisory member of the administration to meet with employees for the purposes of corrective action on a case-by-case basis. The employee may request to meet with another supervisory member of the administration which request will not be unreasonably denied.

Step 0 Letter of Direction: The employee will be provided a letter of direction which will serve as a warning. The letter will include an action plan. The employee and the designated supervisor may meet to discuss concerns at the request of the employee.

Step 1 Formal Counseling: The employee and the designated supervisor meet to develop a work plan for the employee to improve performance. This step may involve administrative personnel other than the employee's immediate supervisor. 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, Small Faces may proceed to Step 2.

Step 2 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.

Small Faces 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 Small Faces 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, Small Faces may proceed to Step 4.

Step 3 Termination or Demotion: If the employee's performance has not shown sufficient improvement or if the severity of the offense warrants immediate termination or demotion, the employee may be terminated demoted. Prior to termination or demotion, a termination or demotion meeting will be scheduled with the employee.

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

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

23.7. What is subject to Grievance Action: Step 0 may not be grieved. Steps 1-3 may be grieved according to the grievance procedure (Article 24).

ARTICLE 24: GRIEVANCE PROCEDURE

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

24.2. 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.

24.3. Definitions.

- **Grievant:** A grievant is an employee, or in a case involving more than one member, a "group grievance."
- **Grievance/Conflict:** Grievance/conflict is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.
- **Days:** "Days" in this procedure are work days.
- **Timelines:** Grievances/conflicts shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement. Failure on the part of Small Faces 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 shall permit Small Faces to proceed to the next step of the procedure

24.4. Process.

Grievants may request union representation at any step in the process. At any step of the grievance process if the management representative hearing the grievance is the instigator of the alleged violation of rights, then grievance will be heard by a different management representative in the interest of allowing a non-biased hearing of the grievance. Process may be modified by mutual agreement of the parties.

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 fifteen (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). Within 10 days following receipt of the completed grievance form, the immediate supervisor will meet with the grievant and the union representative.

If the grievant wishes to amend sections f, g and/or h of the submitted Standard Grievance Form, they shall submit the amended form to the immediate supervisor prior to meeting. If the amended form is submitted less than five (5) days prior to the grievance meeting, Small Faces may extend the timeline to meet by five (5) days from receipt of the amended form.

The immediate supervisor will inform the grievant and the Union in writing of their response to the grievance/conflict within ten (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. Further levels of authority may be consulted before proceeding to Step 4.

Step 4 Mediation

The Union shall request within ten (10) days, the grievance mediation services of the Federal Mediation and Conciliation Service. Any cost of the mediation will be equally shared. 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 or Small Faces 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.

Small Faces 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.

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

ARTICLE 25: CONFLICT RESOLUTION

- 25.1. In order to promote a peaceful work environment and actively practice the skills we are trying to teach the children, all Union Small Faces will develop a conflict resolution process to resolve conflicts between staff. Whenever possible, Small Faces 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 preferably including a first meeting within 10 working days.
- 25.2. Small Faces/Union Coalition may address the need for ongoing conflict resolution training during meetings.
- 25.3. Small Faces shall include in the employee handbook a description of opportunities for member participation in decision-making processes.

ARTICLE 26: PROFESSIONAL DEVELOPMENT

- 26.1. Small Faces and the Union recognize that professional development of child care teachers is an essential part of providing high quality child care. The intent of this Article is to foster an environment in which employees and employers work together to promote professional development.
- 26.2. Small Faces will annually offer trainings that provide 10 hours of STARS trainings for the employees.
- 26.3. Training time: Each full-time employee shall have access to a minimum of 10 hours annually of paid time in which to pursue training relevant to their professional development. In years where the budgeted or allotted hours for employee training is not equivalent to 10 paid hours per employee, Small Faces will provide in house ECE training equivalent to the difference. Each employee can choose to either apply this to Employer provided trainings or to additional offsite training which may include STARS trainings and trainings mandated from various sources other than Small Faces (state, city, county, etc.). Each part-time employee will receive prorated training time. This time shall be paid at the regular rate of pay, not to include overtime.
- 26.4. Training money: Each employee shall have a minimum of \$600 annually to apply towards tuition, books and fees for state mandated trainings and college credits relevant to their professional development. Each part-time employee will receive prorated training money. The \$600 may be applied towards Employer-required training that meets STARS requirements, by mutual consent of the employees and Employer. The \$600 shall not be applied towards any training at which attendance is required by Small Faces which does not meet STARS

requirements. The \$600 may be applied towards STARS trainings and trainings mandated from various sources other than Small Faces (state, city, county, etc.).

26.5. 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. Small Faces 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 Small Faces denies the request, the reasons for the denial must be explained and fairly applied to all applicants. It is recommended that the request/approval process be conducted in writing, but each center may develop their own policies relevant to their structure and culture. A sample approval form is in the appendix of this collective bargaining agreement.

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

26.6. Probationary employees may use a maximum of 5 hours training time and \$50 of training money, unless otherwise authorized by Small Faces. Training time and money may be prorated for new hires.

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

26.8. Small Faces will annually invite employee input into the budgeting process for Professional Development.

26.9. The Union and ACE will look for opportunities to work together to identify additional funding sources for professional development.

26.10. 26.10 Mentor Teachers. In order to meet the professional growth needs and support of staff, Small Faces will staff one (1) mentor teacher for every three (3) classrooms. Small Faces will have three (3) years from the effective date of

the 2021 agreement to identify and develop new mentors to meet this mentor-classroom ratio.

ARTICLE 27: PLANNING TIME, PREPARATION & CLEAN-UP

- 27.1. Planning time is an integral part of providing high quality child care. It is the intent of this language that Small Faces provide adequate amount of planning time.
- 27.2. A minimum of one half (1/2) hour per child enrolled in a classroom of paid planning time will be provided for each preschool classroom team per week. The planning time will be allocated among members of the bargaining unit equitably and according to their responsibilities. Planning time may be scheduled on a daily, weekly and/or monthly basis. Lead and Associate teachers in each room will have three (3) hours of paid planning time and one (1) hour of team meeting time (which could be at the all-staff meeting). Teachers will be allowed to suggest and review their planning schedule. This time will be spent on planning activities that directly affect classroom goals, including but not limited to Learning Stories, SmugMug documentation, newsletters, calendars and curriculum planning. All planning will take place on site, unless administrative approval is provided for off-site planning work. Assistant teachers who are interested in working on Learning stories may request one hour of planning time which will be awarded if possible and equitable according to the administration.
- 27.3. If planning time is missed, staff and administration will collaborate to make it up on site within one week.
- 27.4. 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. The planning time schedule is reworked in the Spring and the Fall or as needed for changes.
- Prep Time - Lead teachers will have 30 minutes prep time daily for a total of 2.5 hours each week. Associate teachers will have 30 minutes prep time daily for a total of 2.5 hours each week. This allocation of prep time is the

goal, however if staffing levels require additional recess supervision, schedules will be determined in a staff meeting.

- Cleanup time – For those teachers who are solely responsible for their classroom in the afternoons, their cleanup time will be determined as needed at a staff meeting.

27.5. 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.

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

ARTICLE 28: 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 29: INSERVICE TRAINING/RETREAT/CLEANING

29.1. Small Faces will be closed to children a minimum of four (4) 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. A committee of Small Faces management and SEIU 925 representatives will meet no later than July of each calendar year in order to provide input into the year’s in-service plans.

29.2. The four in-service days that Small Faces will be closed are the last day of public school before summer break, the Tuesday after Labor Day, Presidents Day, and the Friday of Seattle Public Schools Spring Break. In years when Seattle Public Schools does not begin their school year on the Wednesday after Labor Day, a Labor Management Committee will convene to make an alternate plan for the scheduled September in-service day. There will be a 2-hour in-service staff meeting during the summer session. The date will be jointly decided by the administration and the staff. Small Faces may require employees absent on in-service days to make up equivalent hours, except when on extended or family leave. These hours may be assigned outside of an employee’s regularly scheduled work hours.

29.3. Small Faces will close the center to children up to three (3) hours early approximately one (1) day per month for in-service staff training.

ARTICLE 30: PAID TIME OFF

30.1. Due to the demanding nature of child care work, child care 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 child care workers to provide high quality child care, 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.

30.2. Small Faces will award Paid Time Off (PTO) which combines personal, sick and vacation time. Employees may use their accrued PTO in the following ways:

- For planned vacations
- For planned personal days
- To deal with their own illness, injury or health condition.
- To take care of a family member (including domestic partners) with an illness, injury or medical appointment.
- When their place of business has been closed by order of a public official for health reasons.
- For reasons related to domestic violence, sexual assault, or stalking.

30.3. Upon hire, employees will be awarded the equivalent hours of three (3) days PTO based on their schedule. Thereafter employees will accrue a minimum of 2 hours PTO per 40 hours paid from the start of their employment 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. Requests for any leave will be made in writing to the Administration using the Leave Form with a minimum of 24 hour's notice, with exceptions for emergencies. It is the intention that the associate and lead teachers in each classroom make an effort not to take leave at the same time, to avoid leaving two substitutes in control of a classroom. Employees are responsible for arranging substitute coverage for planned periods of paid time off.

30.3.1. Incremental Increases: On the 1st anniversary of an employee's starting employment date, benefits eligible employees will begin accruing 2.5 hours of PTO for every 40 hours paid to be used by the 2nd anniversary date. On the 2nd anniversary date, benefits eligible employees will begin accruing 3 hours PTO for every 40 hours paid to be used by the 3rd anniversary date. On the 3rd anniversary date, employees will begin accruing 3.5 hours PTO for every 40 hours paid to be used by the 4th anniversary date. On the 5th anniversary date and every succeeding year, benefits eligible employees will begin accruing 4 hours of PTO for every 40 hours paid to be used by their next anniversary date.

30.3.2. Benefit eligible employees who have unused Paid Time Off on January 1st will roll over up to 40 hours of the unused PTO to be used by December 31st of the next year.

- 30.4. Unused PTO of a regular status employee changing employment between bargaining unit and non-bargaining unit positions shall move with the employee.
- 30.5. Substitute arrangements will be made as far ahead as practical in any given situation. Small Faces administration will make all efforts to approve/deny time off requests in a timely fashion, no longer than half of the notice given by the employee. (Ex. Employee submits a PTO request 60 days in advance, then the request must be approved/ denied no later than 30 days before paid time off is set to begin.)
- 30.6. If time off is denied due to a lack of substitute availability or response, employees may be given the option to find alternate coverage for their shift. In cases of illness, employees will not be required to find their own substitutes.
- 30.7. Small Faces will make its best effort to maintain a healthy substitute teacher list to ensure adequate coverage options for their individual center's needs. A list of current substitute teachers and their contact information will be maintained on site and available to all teachers.
- 30.8. Employees may donate PTO from their earned total to other employees by making a written request to do so to the administration of Small Faces.

ARTICLE 31: HOLIDAYS

A minimum of 13 holidays are paid each year to both regular and probationary employees. 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. Small Faces is encouraged to respect the needs of employees who observe holidays outside of the dominant/majority culture, to the extent possible given center staffing needs. To be eligible for paid holidays employees must be a regular full-time employee or a regular part-time employee who works 20 hours or more per week. Employees must have worked the last scheduled workday before the holiday unless they have advance approval of the administration to be off or can produce a doctor's note at the administration's request.

Employees will receive holiday pay based on the shift worked. Observed holidays: New Year's Day, MLK Jr Day, Memorial Day, Juneteenth, 4th of July, Labor Day, Thanksgiving and the Friday after Thanksgiving, Winter Break (which will be five days, Monday through Friday containing Christmas Day when it is on a weekday).

ARTICLE 32: EMPLOYEE INITIATED LEAVE

32.1. **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 Small Faces.

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

32.2. **Bereavement Leave:** Bereavement leave may be taken without exception in the event of a death within an employee's immediate family. 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. Three days of paid bereavement leave will be granted to an employee for a death in the immediate family, i.e. mother, father, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, grandparent, or domestic partner.

32.3. **Extended Medical and Family Leave:**

32.3.1. Small Faces will comply with the federal, state, and city leave laws, as they apply. The details for the applicable types of leave will be described in the Employee Handbook.

32.3.2. Leave up to 12 weeks:

- An 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 twelve (12) weeks unpaid Extended Medical and Family leave per year.
- The employee will give management as much advance notice as possible (and at least thirty (30) days in the event of family leave). Employees will meet with the Director or authorized representative to create a written plan for the leave. Each center will create an Extended Leave Written Plan form, to be attached as an appendix to this bargaining agreement. The form must

include space for a written plan and signatures of the employee, employer and union steward. The employee has the right to have the union steward present at this meeting. When possible the plan will be based on written doctor recommendations so as to determine the probable extent of the leave. 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.

- The employee is expected to check in (by phone, by email, or in writing) with the Administration at least once a month till the end of the planned leave. If the employee does not contact the Administration on the monthly schedule, the job will be considered abandoned 72 hours after the agreed upon contact date. By mutual agreement, an alternate check-in plan may be developed.
- 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, in-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.
- Small Faces may require, and the employee may choose, that any or all accumulated sick/personal/vacation time be applied to the leave.
- On return, Small Faces has the right, when in the best interests of the program, to transfer the employee to another shift or place them in a similar or equivalent job upon the employee's return, though not with any loss of seniority, or reduction in pay, work hours, or benefits.

32.3.3. Leave between twelve (12) weeks and one (1) year:

By mutual consent, an extended family or medical leave may continue beyond the twelve (12) week period, but not to exceed one year. As soon as it is known that a leave may extend past 12 weeks, the employee and the Director (or designees) will meet to update the Extended Leave Written Plan. The form includes space for a written plan and signatures of the employee, employer and union steward. The employee has the right to have the union steward present at this meeting. When possible, the plan will be based on written doctor recommendations so as to determine the probable extent of the leave.

- The employee is expected to check in (by phone, by email, or in writing) with the Administration at least once a month till the end of the planned leave. If the employee does not contact the Administration on the monthly schedule, the job will be considered abandoned 72 hours after the agreed upon contact date. By mutual agreement, an alternate check-in plan may be developed.
- On a case-by-case basis, Small Faces may cover some or all medical premiums of the employee up to the same level as covered prior to leave after the initial 12-week period and up to 1 year. An employee's feedback will be taken into consideration when extending coverage and premiums, including self-pay percentages, if any.
 - When the extended unpaid leave approaches the end of a year, Small Faces will provide information to the employee on alternate medical insurance coverage.
 -
 - On return, up to a year after starting unpaid Medical or Family Leave, Small Faces has the right, when in the best interests of the program, to transfer the employee to another shift or place them in a similar or equivalent job upon the employee's return, though not with any loss of seniority, or reduction in pay, work hours, or benefits.

32.4. **Educational Leave:** When feasible, Small Faces will continue employing an employee who wishes to temporarily reduce their 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 their 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 Small Faces and the employee, up to one year of leave may be taken.

- 32.5. 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.

ARTICLE 33: CHILD CARE FOR FAMILIES OF ENROLLED CHILDREN

Employees will not provide child care services to enrolled families during Small Faces operating hours except with written permission from the Administration. Employees on paid or unpaid leave are included in this provision. Regularly scheduled hours during unplanned closures of the center are considered to be during Small Faces operating hours. In cases of short-term closures (less than 3 days), child care services to enrolled Small Faces families will be approved unless the employee is scheduled for remote work. Paid holidays are not considered to be during Small Faces operating hours. Families of enrolled children will agree not to engage employees in providing child care for any of their children during Small Faces operating hours. This agreement will be included in Small Faces' enrollment packet for new families.

ARTICLE 34: CENTER CLOSURES

- 34.1. 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 31).
- 34.2. All employees will be paid for all scheduled hours, at their regular salary or hourly rate, on days (or part days) when Small Faces closes the center or sends employees home early for emergency reasons (e.g. snow, loss of power).

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

If Small Faces is closed for inclement weather on a day that is within one week of the February in-service day, Small Faces will reschedule the in-service day for a Saturday within the next 20 days in order to provide regular child care services on what was the in-service date.

- 34.3. 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.
- 34.4. Small Faces may assign remote work for employees during emergency closures.

Understanding that, in general, staff and administration will not be able to work at a level of effort or efficiency equal to their usual output because of the increased challenges of working remotely Small Faces shall only assign at-home tasks designed to take less than an employee's regularly scheduled weekly hours. When possible, Small Faces will assign work during an employee's regularly scheduled shift.

Small Faces shall take into account schedules of staff members who are providing care for their own children or other family members when creating work plans. Employees may request to have work rescheduled if it interferes with basic caregiving routines. Employees may request to adjust work schedules for other circumstances hindering the timely completion of assigned tasks.

When technological issues are a barrier to completing online work requirements the affected staff and the administration will meet to develop a plan to remove those barriers and/or make workable accommodations. Small Faces acknowledges the importance of avoiding extra expenses for employees during a closure.

ARTICLE 35: SUBSTITUTES

- 35.1. Qualified, trained floaters and substitutes are an essential part of providing high quality child care and supporting a high-quality work environment. Substitutes will meet minimum qualifications as defined in center addenda, and receive a brief orientation.
- 35.2. 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 1 hour paid orientation to each classroom (to be done before the employee is asked to substitute in that room when possible). Substitutes will be encouraged to focus on learning the names of children during these 1-hour orientations. These substitutes will also receive an informational packet including a written classroom schedule and a list of duties to which substitutes may refer. The Director, Assistant Director, Program Supervisor or Mentor Teacher will orient substitutes before employment to each classroom's substitute notebook which will contain pertinent information regarding the room and any children in the classroom with special needs.
- 35.3. 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. The more time in advance of an absence due to illness that the

employee can notify the Center, including the afternoon of the day before, the more opportunity the administration has to provide adequate staffing for children and programs. An employee who is ill is expected to notify the Center preferably within 2 hours of the scheduled shift start to allow the Administration adequate time to arrange staff coverage. Employees need to complete a request as noted in Article 30.2. In these circumstances the employee is responsible for arranging substitute coverage. When resources are exhausted, the administration may be called for consultation.

- 35.4. When transitioning from a long-term substitute position into regular full-time employment, a substitute will be compensated at a rate higher than that of a new hire for the same position with regard to pay raises and vacation accrual. The compensation will take into account time spent at the center in the last two years.

ARTICLE 36: JURY DUTY

Small Faces will adhere to all laws applicable to jury duty. Employees will not be required to use accrued leave time for jury duty. Employees who serve on jury duty will be granted unpaid leave.

ARTICLE 37: WAGES

Small Faces 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 child care employees within this funding, to provide high quality working conditions and to enhance an ongoing relationship of trust and respect. Small Faces will have a wage scale for all job classifications, which will reward the following: longevity, relevant education, job responsibility and/or prior work experience. Small Faces will comply with the provisions of the Seattle Minimum Wage Ordinance when creating their wage scale.

In the event Small Faces cannot provide an annual increase, both parties will bargain annually wage increases (if any) for each year this Agreement is in effect. Each increase, rationale and effective dates will be determined as per the bargaining process outlined in Article 10. The Union and Small Faces agree to a wage reopener in the second year of the contract (June 1st 2022-May 1st 2023) to discuss the wage scale and additional increases to compensation.

In order to be awarded annual pay increases after one (1) year of employment, employees must have completed documentation and training requirements defined by the Department of Children, Youth and Families (DCYF) including but not limited to: current 10 hours STARS training, CPR, 1st Aid, Bloodborne Pathogens, HIV certificates and Food Handler's permits. Employees who have completed documentation of training requirements within twenty (20) days of the end of the required annual period as defined by DCYF (June 31st as of the signing of this agreement but subject to change) will be awarded their annual pay increase on the date when documentation and training are confirmed as complete by the administration and will receive back pay equivalent to hours worked from the due

date to the date of completion. Employees who complete their requirements after 20 days from the due date will not be awarded back pay.

The administration will notify employees quarterly about the status of their documentation and training requirements and any upcoming expiration dates.

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

37.1. Hire-in Wages:

Small Faces uses a Wage Ladder model to determine hire in placement wages and annual negotiated raises (see Appendix VI).

37.2. Working Outside of Job Description:

Small Faces may temporarily assign work to employees when there are unfilled positions that are outside of their current job description. If employees are performing these duties for more than two weeks, they will be compensated at the rate of pay equivalent to the hire-in wages for the other job title (given said employee's education and experience level) if it is higher than their current pay as long as they are performing said work.

37.3. Educational Raises:

- Staff who complete 20 clock hours of documented STARS hours during the DCYF required period will receive a 1% educational raise when appropriate training certificates are presented to the Administration.
- Employees have up to one year to earn the raise. Credits may not be carried over to the next school year.

37.4. College credit options and requirements:

- After earning 3 credits in a school year (September 1 to August 31), an employee is eligible for an educational raise.
- Credit courses must be in Early Childhood Education or directly related classes.
- Employees in this program satisfy the required 10 hours of workshops with the first 10 hours of class. Employee payment requires proof of attendance from the instructor.

ARTICLE 38: MEDICAL BENEFITS

Employers will offer medical benefits to employees, with Small Faces paying 100% of the premium for regular full-time employees. Premium payments will be pro-rated for part-time employees. Small Faces will comply with the

requirements of the Affordable Care Act in crafting their medical benefits package.

Medical and Dental coverage is available for employees at Small Faces 60 days after the 1st of the month after hire. Documentation of acceptance is kept in the Personnel Files.

In the event that SEIU 925 establishes a health care trust in which Small Faces would be eligible and benefits are of equal or better quality and value, SEIU 925 and Small Faces will meet to discuss the plans, coverage, and costs associated with affiliating with the trust. Changes to health care will be made in mutual agreement.

ARTICLE 39: CHILD CARE TUITION BENEFIT

Employees may enroll their eligible children in Small Faces programs. Employees must apply for any government subsidy for which they may be eligible. Small Faces will additionally discount tuition for children up to 50% after applying all awarded subsidies. If a child is not eligible for any subsidized tuition, Small Faces will discount tuition 50%.

ARTICLE 40: RETIREMENT PLAN

40.1. Small Faces will set up a 401K for eligible employees.

The Employer will deduct 2% of an employee's monthly income to place into the 401K account each month. Employees may elect to have the Employer withhold additional funds to be contributed pre-tax into the account up to the federally defined maximum amount for the year.

Employees will be eligible for retirement contributions one year after their date of hire.

ARTICLE 41: CHAIN OF COMMAND

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

ARTICLE 42: 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 43: CHILDREN WITH SPECIAL NEEDS/CONCERNS

Procedures shall be in place to work children with special needs /concerns that shall include a collaborative process involving parents, teachers, staff, administrators and other professionals as needed. In general, Employers will consider additional training, support and/or staffing resources for rooms having children with special needs /concerns. The cost of these trainings could be above and beyond other pre-established Professional Development allocations (see Article 26). Teachers will refer to the Inclusive Education Policy. Administration will make every effort to support the staff through additional training, support, or staffing, as we become aware of special needs of individual children after enrollment. Employees are also eligible to use their staff development funds for off-site training in this area.

ARTICLE 44: 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 and Public Health requirements.

ARTICLE 45: OPENING AND CLOSING CENTERS

When feasible, as determined by Small Faces, 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 their scheduled shift will be paid at least at their regular rate of pay, or at an overtime rate of pay if applicable, for all hours worked.

ARTICLE 46: LATE FEES

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

ARTICLE 47: ASSIGNED WORK OUTSIDE OF REGULAR SCHEDULES

- 47.1. 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.
- 47.2. Small Faces and the Union will convene a Labor Management Committee annually in July to determine a parent-teacher conference plan for the next school year that meets the work-life balance needs of families and employees.

ARTICLE 48: SECURE BUILDINGS

Small Faces 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 49: EMPLOYEES' RESTROOM

Small Faces will provide access to at least one restroom with an adult-sized toilet and a locking door to ensure privacy.

ARTICLE 50: EMPLOYEES' LOUNGE

Small Faces will 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 51: TELEPHONE ACCESS

Each center shall provide employees with private access to a phone and will not limit employee's access to personal phones during breaks and for personal emergencies. Employers will notify employees of phone access policy and procedures upon hire.

ARTICLE 52: TERMINATION/RESIGNATION POLICY

52.1. 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.

52.2. Employees who are still in their probationary period, or have had their Probationary Period extended, may be terminated without cause during this period. Initial 3 days of awarded PTO do not count towards hours eligible to be paid out for employees terminated or resigning during their probationary period.

52.3. Employees who are terminated or resign are eligible for the following:

- Salary earned but not yet received
- Up to 40 hours of PTO earned but not yet taken (Regular Employees only)
- The opportunity to continue medical, dental and vision coverage under the provisions of COBRA, where applicable.

52.4. Small Faces' staff and management will develop procedures for dealing with the effects of employee termination on children, teachers and families.

ARTICLE 53: LABOR /MANAGEMENT COMMITTEES

53.1. The parties recognize the importance of timely and open discussions between Small Faces and the bargaining unit and its representatives on matters of

mutual interest at each center. This Article establishes a procedure for either party to initiate discussions regarding administration of this agreement, quality care, and other matters of general concern affecting conditions of employment.

- 53.2. A labor management committee shall consist of not more than 4 bargaining unit members/union representation, and a like number representing Small Faces, including board members. The committee shall meet on an as-needed basis as agreed by the parties, and either party may initiate a meeting. Meeting times shall be mutually agreed upon. Members of the bargaining unit shall be granted time off without loss of pay for all regularly scheduled hours not worked due to meeting attendance. Likewise, Small Faces will not be required to compensate committee members for time spent after their regularly scheduled hours.
- 53.3. A proposed agenda will be prepared by the convening group and distributed reasonably in advance of the meeting. The agenda for these Committee meetings will be limited to items which are of a group, rather than individual interest or concern. The committee, through its representatives, shall write down any outcomes agreed upon at the meeting. If agreed upon in advance by both the union and Small Faces, either party may have one or more guests who offer expertise or perspective valuable to the discussion, or an observer. Guests and observers are not to participate in decision making nor interrupt in any way the proceeding of the Committee.
- 53.4. It is the responsibility of the union members serving on the Labor Management Committee to explain controversial outcomes to other union members.
- 53.5. The labor/management committee will not be used to supplant the grievance procedure or corrective discipline procedure (Articles 23 and 24).
- 53.6. In case of loss of, or change in, state or programmatic funding, labor/management committees will be empowered to modify the relevant clauses of the CBA. Either party reserves the right to reopen the CBA to modify the relevant clauses. Every effort will be made to include the same individuals who negotiated the original CBA. Any modifications will go through the ratification process before going into effect.

ARTICLE 54: SEVERABILITY

- 54.1. 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.

- 54.2. In the event Small Faces 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 24).

ARTICLE 55: DURATION AND EMPLOYEE PAY FOR BARGAINING

- 55.1. This Agreement shall become effective June 1, 2021 and remain in force through May 31, 2024. 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.
- 55.2. Employees who bargain this Agreement will be paid for their regularly scheduled shift at their regular rate of pay for those hours that overlap with their regular shift. If the Bargaining meeting plus travel time from the Center and returning to the Center is less time than the employee's regular shift for that day, the employee may be required to complete their shift at the Center in order to receive full payment for that shift.

Signed this date:

Small Faces Child Development Center

DocuSigned by:
John Otto 7/15/2021
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John Otto
Small Faces Child Development Center

DocuSigned by:
Amy Wheelless 7/15/2021
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Amy Wheelless
Small Faces Child Development Center

**SEIU Local 925
The Child Care Guild**

DocuSigned by:
Tamara Rivera 8/6/2021
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Tamara Rivera
Small Faces Child Development Center

DocuSigned by:
Tracey Byrne 9/22/2021
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Tracey Byrne
Small Faces Child Development Center

DocuSigned by:
Aaron Horton 7/16/2021
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Aaron Horton
SEIU Local 925