

**AGREEMENT
BETWEEN THE**

**HAWKEYE AREA COMMUNITY
ACTION PROGRAM ("HACAP")**

AND THE

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 199, AFL-CIO**

SEPTEMBER 1, 2011 THROUGH AUGUST 31, 2012

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AGREEMENT

This agreement is made and entered into by and between Hawkeye Area Community Action Program ("HACAP"), hereinafter referred to as the "Employer," and Service Employees International Union Local 199, hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of the following employees: All full-time and regular part-time Head Start/Early Head Start Teachers, Family Support Worker/Home Visitors, Assistant Teachers, Teacher Associates, Service Workers and Housekeepers employed by the Employer in eastern Iowa; excluding all managers, confidential employees, guards, and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Regular part-time employees are defined as employees that are scheduled to work for the employer at least 30 (thirty) hours per week for a minimum of 33 (thirty-three) weeks per contract year.

ARTICLE II

CHECKOFF

Upon receipt of a written authorization form from an employee, the Employer shall, pursuant to such authorization, deduct from the wages due said employee the amount of regular monthly due and transmit the sum to the Union within ten (10) calendar days after such deductions are made. The Employer shall provide a complete list of the employees for whom such dues have been deducted. The Employer shall provide twice annually a separate list of all current bargaining unit employees for whom such dues have not been deducted.

The Union agrees to indemnify and hold harmless the Employer against any and all claims, costs, suits or other forms of liability arising out of the application of this provision between the parties.

ARTICLE III

PROBATIONARY PERIOD

All new employees shall be considered probationary for one hundred eighty (180) calendar days during which time said employees may be discharged at the discretion of the Employer. A new employee may not be removed from probation or attain full status until he/she has been satisfactorily employed in the position, criminal and child abuse records checks have been completed (45 CFR 1301.31(b)), and the Head Start Policy Council has approved the hiring (45 CFR 1304.5)(xi)). If these record checks are not completed within 180 days, the employee shall be considered to have not completed probation and shall be terminated. Probationary discharges shall not be subject to the grievance and arbitration procedure.

ARTICLE IV

HIRING

When the employer determines a vacancy exists within a job classification, within five working days the employer shall simultaneously internally post and advertise the position to all members of the bargaining unit, other employees, and the general public. Internal posting (to members of the bargaining unit and other employees) shall be for a minimum of five (5) working days. All bargaining unit employees and other employees interested in the position must notify the Human Resource Specialist in writing within the posting period. The position will be filled by applicants as follows:

1. The employee in the same job classification with the most seniority will receive the position.
2. If no employee currently in the job classification applied, the most senior employee in the "Advancement Opportunities Program" for the job classification will receive the position.
3. If the vacancy still exists, the employer will award the position to the applicant (internal or external) who is the best-qualified candidate for the position as determined solely by the employer.

If the employer determines that two or more equally qualified current employees are the best-qualified candidates, the most senior employee will be awarded the position. Each internal applicant shall be notified when the position is filled.

The successful applicant shall receive written notification including the hours, the type of assignment, and the rate of pay; unsuccessful applicants shall receive notice that they were not awarded the vacancy.

Each employee will have the opportunity to fill a vacancy within their current job classification, limited to one time per year between September 1 and August 31. Reassignments due to reductions, site closure or reorganization shall not be counted against the one time limitation. If an employee is moved by the employer subsequent to making a voluntary move, they shall be entitled to one additional move during that year. An employee however may apply and be selected to fill a position for the next year during the current September 1 through August 31 period.

Probationary employees must remain in their current positions until they have satisfactorily completed their probationary period, unless the employer waives this restriction.

ARTICLE V

SENIORITY AND REDUCTION IN FORCE

SECTION 1 SENIORITY

- A. Definition.** Seniority shall be defined as the employee's length of continuous service in the employ of the Employer since her/his last hiring date. The employer will post the seniority list annually on the second Wednesday in April on bulletin boards customarily used to provide notices to employees. A copy of the seniority list shall be mailed to the Union. Employees shall have twenty (20) days after the date the seniority list is posted in which to appeal their seniority date after which time the seniority dates shall be as shown. The Employer shall send the seniority list to all employees who are absent from the Employer due to extended leave on the day of the posting.
- B. Breaks in Seniority.** A break in seniority occurs upon separation from employment through voluntary resignation, discharge, or upon lapse of recall rights. For the purpose of this Article only, employees who are rehired within six (6) months of separation shall retain the seniority they held prior to the most recent separation. However, employees will not accumulate any seniority during the six (6) month separation. Scheduled breaks for employees assigned to school year classrooms are not considered a break in seniority.

SECTION 2 REDUCTION IN FORCE

- A. Definition.** A reduction in force occurs when the employer reduces the number of positions within a classification in a specific county.
- B. Order of Reduction.** When the Employer determines to decrease the work force within a specific job classification within a county, the Employer will reduce said force in consideration of seniority, funding sources, agency needs, client needs, employee's skills, qualifications, and performance within the classification impacted within that specific county. However, probationary employees within the job classification shall be laid off first.
- C. Reduction Process.** In the event that a reduction, site closure, or reorganization is planned in advance, the displaced employee(s) will be given written notice at least ten (10) working days prior to the event. The displaced employees will be provided opportunities to take any vacant position for which they are qualified within their current job classification. If there are no vacancies in the displaced employee's current job classification, but there are vacant positions available at a lower classification, the Employer may temporarily assign

the displaced employee to fill the lower classification position at no loss of pay. If more than one displaced employee applies and is qualified for the same vacant position the Employer will use the criteria in Section 2 (B) above to determine which employee will be placed in the vacant position. They may also apply for a position in a higher job classification for which they are qualified pursuant to the Advancement Opportunity Plan approved by the Head Start/Early Head Start Policy Council, (subject to Regional Office's approval, where applicable.)

SECTION 3 RECALL

- A. Order.** The most senior employee in a given classification shall be the first recalled into that classification. When all employees within the county have been recalled, the employer will recall from other counties according to seniority within the job classification.
- B. Return to Work.** In the event of a recall, the laid off employee shall be given notice of such recall by registered or certified mail, sent to the address last given to the Employer by the employee, with a copy to the Union. Within seven (7) calendar days after the receipt of the Employer's notice, the employee must notify the Employer of her/his intent to return to work and must actually report to work as specified in the recall notice.

If the employee being recalled was laid off from a position in the county where the vacancy exists and the employee fails to notify the employer of his/her intent to return to work and/or fails to actually report to work as specified in the recall notice, he/she shall lose all seniority and recall rights. If the employee being recalled was laid off from a position in another county and he/she declines the recall or fails to comply as outlined above, he/she will not lose their seniority rights.

To expedite filling vacant positions when all the employees eligible for recall to a particular position in a job classification were previously employed outside the county where the vacancy exists, the employer may send recall notices and simultaneously post and advertise the position, provided the most senior employee(s), eligible for recall to the job classification are given full opportunity to accept the recall. All recall rights shall terminate within 12 months from the date of the employee's date of layoff. Probationary employees have no recall rights

ARTICLE VI

HOURS OF WORK

Employees shall be entitled to a fifteen (15) minute paid break for every four (4) hours worked scheduled by the supervisor to meet program needs.

Employees transferred temporarily or temporarily performing the duties of a position in a higher pay classification that is not her/his regular position, for more than five (5) consecutive work days shall be paid at the rate of the temporarily assigned position retroactive to when they began performing the duties at the higher pay classification.

ARTICLE VII

GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or complaint arising between the parties over the violation, interpretation, and application of this Agreement. The following procedure shall apply to such grievances:

- Step 1: Within fourteen (14) calendar days of the incident giving rise to the grievance, the grievant shall take the matter up with her/his immediate supervisor and attempt to reach an informal resolution. The supervisor shall, within seven (7) calendar days after submission of the grievance to her/him, report the disposition of the matter to the aggrieved employee.
- Step 2: If the grievance is not resolved at Step 1, it shall be reduced to writing by the union and submitted to the Head Start Director or Designee within seven (7) calendar days. The written grievance shall specify the Article violated, the action(s) or inactions by the employer which constitute the alleged violation, the reasons the grievant believes a violation has occurred, and remedy requested and why the remedy is appropriate. Within seven (7) calendar days of receipt of a grievance, from the Head Start Director or Designee shall submit a written answer to the aggrieved employee and to the Union steward.
- Step 3: If the grievance is not resolved at Step 2, designated representatives of the Union may within seven (7) calendar days after the receipt of the Head Start Director or Designee written Step 2 answer, meet with the CEO or Designee. The CEO or Designee shall submit a written disposition of the grievance to the Union within seven (7) calendar days following such meeting.
- Step 4: If the grievance is not settled at Step 3, the Union may appeal it to arbitration. The Union shall provide written notification of their intent to arbitrate within seven (7) calendar days after the receipt of CEO or Designee written Step 3 answer.

The parties will request a list of seven arbitrators from the FMCS and will take turns striking one name from the list until only one remains. The arbitrator shall have no authority to amend or modify the Agreement and the arbitrator's decision shall be final and

binding. The costs of the arbitrator shall be shared equally by the Employer and the Union.

If any time limits contained in this Article are not met, the grievance shall be considered untimely and shall not be pursued. The time limits contained in this Article shall not be deemed waived except by mutual agreement of the Employer and the Union.

If a grievance affects a group of employees, or does not fall under the jurisdiction or control of the immediate supervisor the grievance shall be reduced to writing and advanced to Step 3, the Office of the CEO.

ARTICLE VIII

UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

A Union representative shall have reasonable access to the Employer's premise. Nothing in this provision shall be interpreted to allow a Union representative to interfere with any work-related activity of any employee. The employer shall determine whether interference has occurred.

The Employer will make available at each location to the Union space for a reasonably-sized standard bulletin board for the Union's use, provided that the use of such bulletin board shall be restricted to the posting of Union notices, Union meetings, Union elections and the results thereof, and social or recreational events of the Union.

ARTICLE IX

DISCIPLINE

The Employer will advise employees of their right to have union representation when dispensing a disciplinary action.

Employees shall be given the opportunity to sign any disciplinary action prior to it going in their file. Employees shall be afforded the opportunity to place a written response within seven (7) calendar days to any disciplinary action placed in their personnel file. Management will not put any disciplinary action into an employee's file without the knowledge of the employee.

Employees shall, upon request, be given a copy of all documents in their file.

ARTICLE X

HOLIDAYS

Employees who perform no work on a holiday shall receive pay equivalent to one day's of the employee's prorated regular pay. If an employee works on a holiday, she/he shall be paid regular time for all hours worked in addition to holiday pay. An employee is eligible for holiday pay if the employee is scheduled and does work during the period in which the holiday falls. The employee must work the day that they are scheduled immediately prior to the holiday and immediately after unless the employee provides verification from the employee's doctor that the employee was unable to work. Such verification shall be provided by the employee upon the day the employee returns to work.

Employees who have successfully completed 90 days of their initial probationary period following their hire by the Employer shall receive holiday pay.

Employees serving their initial probationary period following their hire by the Employer shall not receive holiday pay.

If a holiday falls on a Saturday the Employer will recognize the Friday before as the holiday. If a holiday falls on a Sunday the Employer will recognize the Monday after as the holiday.

Employees on extended unpaid leave are ineligible for holiday pay for holidays that fall within the time frame of the approved leave.

The Employer shall observe the following holidays:

New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day.

ARTICLE XI

OVERTIME

Employees shall be paid time and a half for assigned work in excess of forty (40) hours in a seven day period beginning Monday and ending Sunday. Agency management may adjust employees work schedule within the seven day period to eliminate overtime.

ARTICLE XII

PAID RELEASE TIME

Paid Release Time approved by the Employer shall include vacation, illness, scheduled break periods for school year classrooms, and other paid time off. PRT is not accrued when an employee is off work on short-term disability or on unpaid leave.

Employees will accrue paid release time according to the following schedule:

PRT Accrual Schedule:

<u>Years of Service</u>	<u>Accrual Rate Per Hour Paid</u>
After the completion of:	
Zero (0) days through one (1) year	.054
One (1) year and one (1) day through five (5) years	.07
Five (5) years and one (1) day through termination	.093

In the event that the employee has more than 160 hours of accrued paid leave as of the last pay period in August each year, the employer may pay that excess to the employee in the last August paycheck.

Employees that have accrued more than 100 hours paid release time may request payment of up to 40 hours of paid release time two times per contract year prior to the last pay period of August.

At the Employee's request, the employee share of health insurance withholding for school year employees will be calculated to collect their annual share during the pay periods they are scheduled to work. The employer will refund any excess collection if the employee separates employment or ends their participation in the health plan.

Upon separation from the employment of the employer, unpaid PRT will be paid to the employee in full.

ARTICLE XIII

SHORT-TERM DISABILITY LEAVE

HACAP will provide a short term disability insurance policy for all employees who have completed at least one year of service and have worked at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave. The disability pay will be at the rate of 60% of the employee's scheduled work hours. Benefits will be paid up to 25 weeks in accordance with the terms and conditions of the insurance carrier.

ARTICLE XIV

BEREAVEMENT

Employees shall be granted leave of absence for funerals of family members. Absence due to death in the family shall be paid in full not to exceed three (3) days. The family shall be considered to mean parent, step parent, child, spouse, brother, sister, or step children. One (1) day for son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle, grandchildren, and grandparents of the employee.

ARTICLE XV

INSURANCE

Employees may participate in the HACAP health plan for major medical, dental, prescription card, and group life at current cost sharing ratio.

The employer shall offer a Comprehensive Major Medical insurance plan with a Dental and Prescription Drug benefit.

The employer shall provide the employee a Term Life Insurance policy valued at \$15,000 at no cost to the employee.

The employer shall provide the employee an Accidental Death and Dismemberment insurance policy valued at \$15,000 at no cost to the employee.

ARTICLE XVI

RETIREMENT

Employees may participate in Iowa Public Employees Retirement Security (IPERS) or an employer provided variable annuity with employer/employee contribution rate established by the State of Iowa. Employees may elect to contribute less than the state established rate to the variable annuity only, with the employer contribution being prorated. Employees may exceed the state established rate, within Internal Revenue Service limits, by making excess contributions to the variable annuity only. There is no employer match on excess contributions.

ARTICLE XVII

JURY DUTY

An employee called for jury duty during work hours shall be provided such time without the loss of pay. Any per diem fees the employee receives during such jury duty shall be turned over to the Employer.

When an employee is excused from jury duty, either temporarily or permanently during working hours, the employee shall report to work and shall complete any remaining hours of the working day if required.

ARTICLE XVIII

PRETAX SET ASIDE FOR SECTION 125

Employees may make contributions to a special set aside account through payroll deduction. Funds in this account are used under rules established by the Internal Revenue Service.

ARTICLE XIX WAGES

Effective the first pay period that includes September 1, 2010, the following wage scale shall apply to all members of the bargaining unit.

BU 1	Early Childhood Teacher III Target qualifications plus a Current State of Iowa Early Childhood Teacher License	\$17.83
BU-2	Early Childhood Teacher II Target qualifications	\$16.29
BU-3	Family Support Worker/Home Visitor II Target qualifications	\$14.17
BU-4	Early Childhood Teacher I Minimum qualifications	\$13.06
	Family Support Worker/Home Visitor I Minimum qualifications	\$13.06
BU-5	Lead Infant/Toddler Worker II Target qualifications	\$12.75
	Assistant Teacher II Target qualifications	\$12.75
BU-6	Lead Infant/Toddler Worker I Minimum qualifications	\$10.82
BU-7	Receptionist/Service Worker Minimum qualifications	\$10.53
BU-8	Assistant Teacher I Minimum qualifications	\$10.27
	Teacher Associate II Target qualifications	\$10.27
BU-9	Teacher Associate I Minimum qualifications	\$9.63
BU-10	Housekeeper Minimum qualifications	\$9.06

A one time payment equal to 1.16% of actual hours paid (January 1, 2010-December 24, 2010) will be made in December 2010.

An additional \$1.00 per hour will be paid for staff scheduled to work in classrooms for hours after 6:00 pm, on weekends, and on holidays.

ARTICLE XX

LONGEVITY

Employees will receive a longevity bonus for the number of consecutive years completed before the start of the first pay period after September 1st. The longevity bonus will be calculated as follows:

<u>Years Completed</u>	<u>Bonus/Hour</u>
5	\$.10
6	\$.15
7	\$.20
8	\$.25
9	\$.30
10	\$.35
11	\$.40
12	\$.45
13	\$.50
14	\$.55
15	\$.60

And will continue at the rate of an additional \$.05 per hour per completed year.

ARTICLE XXI

DURATION OF AGREEMENT

This agreement shall be in effect from September 1, 2011 to August 31, 2012.

If any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

HACAP

Date

SEIU Local 199, AFL-CIO

Date

MEMORANDUM OF AGREEMENT
BETWEEN
HACAP
AND
SEIU LOCAL 199

WHEREAS SEIU Local 199 has filed a grievance concerning the application for the leave provisions of the HACAP Collective Bargaining Agreement; and

WHEREAS HACAP has adopted a year round schedule.

WHEREAS the parties wish to resolve their dispute without the necessity and expense of an arbitration hearing.

IT IS THEREFORE AGREED that:

1. HACAP has the discretion to determine whether to approve an employee's request for leave (subject to the requirements of the FMLA, etc.).
2. The employee may designate the leave as paid release time or unpaid leave, notwithstanding the provisions of Policy No. 302, except for FMLA.
3. Provided, however, in the event that an employee who has more than 200 hours of accrued paid release time requests an unpaid leave of more than 2 weeks, the employer may require that the employee use paid release time until the employee's accrued paid release time is reduced to 200 hours.

HACAP

Date

SEIU Local 199

Date

MEMORANDUM OF AGREEMENT
BETWEEN
HACAP
AND
SEIU LOCAL 199

IT IS THEREFORE AGREED that:

The parties agree that for the pending reduction-in-force for school year classroom staff, affected employees, employees that are presently in the classrooms closing for the summer and winter breaks, will be offered the following options:

1. They may volunteer for a leave for the entire break period for their assigned classroom, unless they agree to an earlier call back by the employer. During the voluntary leave they retain employee status and are required to pay their current share of health insurance. They may continue to have HACAP make payment on voluntary insurances by retaining adequate paid release to be applied through the break period to cover withholding amounts or paying necessary costs to HACAP in advance of premium due dates. Employees on voluntary leave will retain their current position assignments if the position is still available or if their current position is eliminated they will be placed in the first vacancy in their classification available in their county.
2. They may volunteer for lay-off and retain their current position assignment when classes reconvene, if the position is available. If their current position is eliminated they will be assigned to the next vacancy in their classification after voluntary leave employees are assigned. All lay-offs are separation of employment from HACAP and all available paid release will be paid on the final check. Employees with health insurance may continue coverage over the break at full COBRA rates. Laid-off employees must make arrangements with the insurance carriers for any voluntary group insurance they carry.
3. They may elect to be laid-off or reassigned to the other positions under the provisions of Article V of the bargaining agreement.

HACAP

Date

SEIU Local 199

Date