

**AGREEMENT  
BETWEEN THE**

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

**AND THE**

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

**SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2020**

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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 Early Childhood Teachers, Family Support Worker/Home Visitors, Assistant Teachers, and Lead Infant/Toddler Workers 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 dues 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.

Employees will send a written request to the Union and the Employer payroll office if they wish to stop paying Union dues. A 30 day notice to stop dues will begin after the Union receives notification from both the employee and the employer to stop payment for Union dues. The Union will notify the Employer to stop dues at the end of the 30 day notice.

### **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 and the Head Start Policy Council has approved the hiring.

### **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 there is no employee that meets the criteria in paragraph 1 above, the employer will award the position to the most senior employee that meets the Target Qualifications from another job classification.
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) calendar 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. If the Employer revises the list due to an appeal within the twenty (20) calendar days the Employer shall repost the list. The Employer shall send the seniority list to the Union and 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 a position within a classification in a specific county.
- B. Order of Reduction.** When the Employer determines to reduce a position within a specific job classification within a county, the Employer will consider seniority, funding sources, agency needs, client needs, employee's skills, and qualifications within the classification impacted within that specific county in making a reduction. However, probationary employees within the job classification within the county shall be laid off first.

- C. Reduction Process.** In the event that a reduction, site closure, or reorganization is planned in advance, probationary employees followed by the least senior employees in the affected classifications in the affected counties will be notified ten (10) working days in advance of their pending layoffs and their recall rights. Any employees who are displaced (defined as still having a job), but whose position has been eliminated, will be given written notice at least ten (10) working days prior to the displacement. Each displaced employee, beginning with the most senior displaced employee and ending with the least senior, will have two (2) working days to take any vacant position for which they are qualified within their current job classification.

After the above process has been completed for all affected employees, and 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. After the above process has been completed for all affected employees, should more than one displaced employee apply for 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. After the above process has been completed for all affected employees, employees may also apply for a position in a higher job classification for which they are qualified.

### **SECTION 3 RECALL**

- A. Order.** The most senior laid off employee in a given classification shall be the first recalled into that classification. When all employees within the county have been recalled to openings in that county, the employer will recall from other counties according to seniority within the job classification. Probationary employees who have been reduced in accordance with Section 2(B) of this Article have no recall rights.
- B. Return to Work.** In the event of a recall, the laid off employee shall be given written notice of such recall, sent via email with proof of read receipt notice to the address to the address last given to the Employer by the employee, with a copy to the Union. Within seven (7) calendar days after the verified 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.

Annually, the Employer will provide all Bargaining Unit Employees with a communication that indicates: work location, job status, job title, hourly rate, vacation accrual rate and position funding source.

## **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 of receipt of the supervisor's response. 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, to the Union steward, and to the Union offices to a person designated by the Union.
- 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, move the grievance to Step 3 by sending it to the CEO or Designee. The CEO or Designee must, within seven (7) days of the submission of the grievance, provide a written disposition to the Union unless the Union requests to meet with the CEO or Designee. In that case, 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.

Failure by the Employer or its representatives to issue a decision within the time periods specified herein shall constitute a denial of the grievance and the grievant(s) or the Union may appeal it to the next level.

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. The Employer will notify the union in writing of all disciplinary action taken.

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.

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 Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, 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:*

<b><u>Years of Service</u></b>	<b><u>Accrual Rate Per Hour Paid</u></b>
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 LEAVE**

### **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.

### **BEREAVEMENT**

Employees shall be granted leave of absence for the death 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.

### **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 XIV INSURANCE**

Employees may participate in the HACAP health plan for major medical, dental, prescription card, and group life at a cost sharing ratio as approved by HACAP's Board of Directors.

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 XV 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 XVI 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 XVII WAGES

Effective the first pay period that includes September 1, 2018, the following wage scale shall apply to all members of the bargaining unit.

BU-1	Early Childhood Teacher IV Target Qualifications	\$20.81
BU-2	Early Childhood Teacher III Target qualifications	\$19.01
BU-3	Early Childhood Teacher II Minimum qualifications	\$18.56
BU-4	Family Support Worker/Home Visitor III Target qualifications – Bachelor’s Degree	\$17.04
BU-5	Family Support Worker/Home Visitor II Target qualifications – Associate’s Degree	\$16.13
BU-6	Family Support Worker/Home Visitor I Minimum qualifications	\$14.52
BU-7	Lead Infant/Toddler Worker II Target qualifications Assistant Teacher II Target qualifications	\$14.52
BU-8	Lead Infant/Toddler Worker I Minimum qualifications Assistant Teacher I Minimum qualifications	\$12.33

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.



MEMORANDUM OF UNDERSTANDING BETWEEN  
HAWKEYE AREA COMMUNITY ACTION PROGRAM AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 199

This Memorandum of Understanding ("MOU") is entered into between HAWKEYE AREA COMMUNITY ACTION PROGRAM ("HACAP") and THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 199 ("Union") and will be in effect for the 2014-15 school year.

The Union and HACAP agree to the following process in the event HACAP administrators increase the number of days per year or the number of hours per day for a position (or positions) occupied by a Bargaining Unit Employee ("Employee").

The parties agree that this MOU applies to full-time Employees and to regular part-time Employees as defined in the Collective Bargaining Agreement.

When the Employer permanently increases the number of working days per year for a full-day position(s), HACAP will give Employee(s) occupying such position(s) 10 working days notice of the change.

When the Employer changes a part-day position(s) to a full-day position(s), the Employer will give the Employee(s) occupying the position(s) the following options. They are (in order):

- 1) The Employee may accept the new full-day position.
- 2) In the event the Employee(s) declines the new full-day position, the Employee(s) will be allowed to:
  - a. Fill any current part-day vacancy within their current classification in the county in which they work;
  - b. Fill any part-day position left vacant by an Employee(s) in the same classification in the same county who chooses to take a full-day position, following the posting of that full-day position;
  - c. Bump the least senior part-day employee(s) within the classification in their county; or
  - d. Decline all of the above options and be terminated.

The affected employee(s) will have five (5) working days to make his/her decision.

MEMORANDUM OF UNDERSTANDING BETWEEN  
HAWKEYE AREA COMMUNITY ACTION PROGRAM AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 199

This MOU is valid from  
9/1/18 to 8/31/20 per the parties  
negotiated agreement.

This Memorandum of Understanding (“MOU”) is entered into between HAWKEYE AREA COMMUNITY ACTION PROGRAM (“HACAP”) and THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 199 (“Union”).

The Union and HACAP agree to the following process in the event HACAP administrators implement a reduction in force affecting the bargaining unit employees. Reduction in force is defined as reducing an employee’s appointment by one hour or more, displacement of an employee, or the elimination of a position. The parties also agree that the language contained herein, or similar wording that effectuates the intent of the parties, will be written into any future Collective Bargaining Agreement, unless the parties agree otherwise. All other language in the CBA related to seniority and reduction in force will remain unchanged.

In the event of a reduction in force, which can result from a variety of causes, such as funding cuts, a site closure, or reorganization, HACAP will utilize the following protocol:

1. When HACAP implements a reduction in force, it will consider seniority, funding sources, agency needs, client needs, employee’s skills, and qualifications within the classification impacted within that specific county in making a reduction. However, probationary employees within the job classification within the county shall be laid off or otherwise affected first.
2. In the event that a reduction in force is planned in advance, affected employees, including displaced employees, will be notified ten (10) working days in advance. The notification will include:
  - a. The reason for the reduction
  - b. A list of vacant Head Start positions
  - c. Explanation of Employee recall rights
  - d. Available options as outlined in #3 below
3. Within 48 hours prior to the implementation of the reduction in force, affected employees, including those employees who are displaced (defined as still having a job, but whose position has been eliminated) and who have been notified of changes to their employment, will have the following options.

Beginning with the most senior affected employee and ending with the least senior, they may:

  - a. Fill a vacancy within their current classification  
OR
  - b. Bump the least senior employee within their classification in their county  
OR
  - c. Choose to remain in a position for which the hours have been reduced  
OR
  - d. Decline all of the above options and accept a layoff status with all attendant callback rights.

