

AGREEMENT

between

UNITED COMMUNITY ACTION PARTNERSHIP, INC.

and

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO, Council 65, Local Union #3444**

August 1, 2020 - July 31, 2025

TABLE OF CONTENTS

ARTICLE 1. PURPOSE.....	1
ARTICLE 2. DEFINITIONS.....	1
Section 1. Bargaining Unit.....	1
Section 2. Employee	1
Section 3. Employer.....	1
Section 4. Head Start Program.....	1
Section 5. Regular Full-Time Employee.....	1
Section 6. Regular Part-Time Employee.....	1
Section 7. Substitute Employee	1
Section 8. Temporary Employee.....	1
Section 9. Union.....	1
ARTICLE 3. RECOGNITION	2
Section 1. Recognition.....	2
Section 2. New Class	2
Section 3. Non-Discrimination	2
ARTICLE 4. UNION SECURITY	2
Section 1. Dues	2
Section 2. Union Stewards.....	2
Section 3. Officers and Functions	2
Section 4. Union Notices	3
Section 5. Processing Grievances	3
Section 6. Use of Employer Premises.....	3
Section 7. Information Provided to the Union	3
ARTICLE 5. EMPLOYER AUTHORITY.....	3
Section 1. Inherent Managerial Rights.....	3
Section 2. Utilization of Non-Bargaining Unit Employee.....	3
Section 3. State and Federal Regulations.....	3
ARTICLE 6. HOURS OF WORK.....	4
Section 1. Purpose.....	4
Section 2. Work Week.....	4
Section 3. Hours.....	4
Section 4. Lunch Breaks	4
Section 5. Work Breaks	4
ARTICLE 7. OVERTIME	4
Section 1. Eligibility	4
Section 2. Rate	4
ARTICLE 8. TRAINING PERIOD	5

Section 1. Term	5
Section 2. Discipline and Termination.....	5
Section 3. Benefits	5
ARTICLE 9. SENIORITY	5
Section 1. Definition.....	5
Section 2. Seniority List.....	5
Section 3. Termination of Seniority.....	5
Section 4. Layoffs	5
Section 5. Recall	6
Section 6. Vacancies and Newly-Created Positions	6
Section 7. Summer Programs.....	6
Section 8. Employee Changing Position.....	6
Section 9. Temporary Transfers.....	7
ARTICLE 10. GRIEVANCE.....	7
Section 1. Definition of a Grievance.....	7
Section 2. Definitions.....	7
Subd. 1. Extension	7
Subd. 2. Days	7
Subd. 3. Computation of time	7
Subd. 4. Filing and postmark	7
Subd. 5. Reduced to writing.....	7
Section 3. Time Limitation	8
Section 4. Procedure	8
Section 5. Arbitrator Authority and Jurisdiction.....	8
Section 6. Fees and Expenses	9
Section 7. Waiver.....	9
Section 8. Suspension or Discharge.....	9
ARTICLE 11. DISCIPLINE AND DISCHARGE	9
Section 1. Discipline	9
Section 2. Forms of Disciplinary Action	9
Section 3. Grievance of Disciplinary Action	9
Section 4. Personnel Files	9
ARTICLE 12. NO STRIKES OR STRIKE.....	10
ARTICLE 13. ANNUAL LEAVE.....	10
Section 1. Paid Time Off	10
Subd. 1. PTO Accrual	10
Subd. 2. PTO Use	10
Subd. 3. School Activities.....	10
Subd. 4. Required PTO	10
Subd. 5. Non-exempt Staff use of PTO	10
Subd. 6. PTO Requests	10

Subd. 7. PTO Requests in Advance by 12 Month Staff.....	10
Subd. 8. PTO Approval.....	10
Subd. 9. PTO Use if Employed Less Than 12 Months.....	10
Subd. 10. PTO Request in Advance by Less Than 12 Month Employees.....	11
Subd. 11. PTO Maintained by Employees Working Less Than 12 Months.....	11
Subd. 12. PTO Use and Leave without Pay.....	11
Subd. 13. PTO Payout upon Termination of Employment.....	11
Section 2. Non-Pay Status Accrual.....	11
Section 3. Head Start Extended Illness Account (HEI).....	11
Subd. 1. Written Request.....	11
Subd. 2. Reasons for Use.....	11
Subd. 3. HEI Taken At One Time.....	11
Subd. 4. When HEI is exhausted.....	11
Subd. 5. HEI upon Termination of Employment.....	11
Section 4. PTO Accrual.....	11
Section 5. Bereavement Leave.....	12
ARTICLE 14. LEAVES OF ABSENCE.....	13
Section 1. Request Procedure.....	13
Section 2. Leaves Allowed.....	13
Subd. 2.1. Educational Leave of Absence.....	13
Subd. 2.2. General.....	13
Subd. 2.3 Return From Leave and Reinstatement.....	13
Subd. 2.4. Employee PTO Donations.....	14
Section 3. Return to Former Position.....	14
ARTICLE 15. HOLIDAYS.....	14
Section 1. Schedule of Holidays.....	14
Section 2. Employees Scheduled to Work on a Holiday.....	15
Section 3. Holiday and Annual Leave.....	15
Section 4. Other Holidays Observed.....	15
ARTICLE 16. GENERAL.....	15
Section 1. Travel, Meals and Other Expenses.....	15
Subd. 1. Mileage Reimbursement.....	15
Subd. 2. Other Travel Expenses.....	16
Subd. 3. Travel Time.....	17
Section 2. In-Service and All Staff Meeting and Time and Travel.....	17
Section 3. Weather Emergency Leave.....	17
Section 4. Outside Employment.....	17
ARTICLE 17. EMPLOYEE BENEFITS.....	17
Section 1. Benefits.....	17
Section 2. Life Insurance.....	18
Section 3. Retirement Plan.....	18

Section 4. Educational Tuition..... 18

ARTICLE 18. SALARY 19

Section 1. Wages..... 19

Section 2. Wage Increases 19

Section 3. Annual Wage Increases..... 19

Section 4. Commercial Drivers License

ARTICLE 19. SAVINGS CLAUSE 19

ARTICLE 20. COMPLETE AGREEMENT AND WAIVER OF BARGAINING 19

ARTICLE 21. DURATION OF AGREEMENT 20

APPENDIX A..... 22

AGREEMENT

This collective bargaining agreement (hereinafter "Agreement") is entered into on August 1, 2020 between United Community Action Partnership, Inc. (hereinafter "the Employer" or "UCAP"), and American Federation of State, County and Municipal Employees, AFL-CIO, Council 65, Local Union #3444 (hereinafter "the Union").

ARTICLE 1. PURPOSE

The Union and the Employer agree that the purpose for entering into the Agreement is to:

- A. Establish the foundation for a harmonious and effective labor-management relationship;
- B. Provide a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
- C. Place in written form the agreement upon the rates of pay, the hours of work, and such other terms and conditions of employment for the duration of this Agreement; and
- D. Establish a platform for management and labor to work cooperatively toward developing and maintaining a Head Start program that complies with performance standards established by the federal government and effectively serves the United Community Action Partnership, Inc. community.

ARTICLE 2. DEFINITIONS

Section 1. Bargaining Unit. All regular part-time and regular full-time Employees of United Community Action Partnership, Inc. working principally providing Head Start Program services in a direct service capacity excluding temporary, substitute, supervisory or confidential Employees as defined by the Bureau of Mediation Services.

Section 2. Employee. All regular Employees of United Community Action Partnership, Inc. within the Bargaining Unit covered by this Agreement.

Section 3. Employer. United Community Action Partnership, Inc. or its designated representative.

Section 4. Head Start Program. Head Start is a federally and state funded comprehensive child and family development program administered by the Employer serving eligible families in Kandiyohi, McLeod, Meeker, Renville, Lincoln, Lyon, Redwood, Jackson, and Cottonwood Counties.

Section 5. Regular Full-Time Employee. An Employee who works thirty (30) hours or more per week.

Section 6. Regular Part-Time Employee. An Employee who works less than thirty (30) hours per week.

Section 7. Substitute Employee. An Employee hired to perform work duties for Employer on an on-call basis for not more than five consecutive days.

Section 8. Temporary Employee. Any Employee hired for less than three (3) calendar months. Notwithstanding this definition, employment of a temporary Employee may be extended beyond three months by mutual agreement of the Employer and the Union.

Section 9. Union. American Federation of State, County and Municipal Employees, AFL-CIO,

ARTICLE 3. RECOGNITION

Section 1. Recognition. The Employer hereby recognizes the Union as the exclusive representative for all regular part-time and regular full-time Employees of United Community Action Partnership, Inc. responsible for performing work in the Head Start Program, excluding temporary, substitute, supervisory, and confidential Employees.

Section 2. New Class. In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of new positions, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 3. Non-Discrimination. No discrimination shall be exercised against any Employee because of Union membership, race, color, religion, creed, age, gender, national origin, ancestry, marital status, pregnancy, disability or handicap (including disability related to pregnancy or child birth), affectional preference or sexual orientation, status with regard to public assistance, or political belief.

ARTICLE 4. UNION SECURITY

Section 1. Dues. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 days after initial employment and receipt of written authorization has been received by the Employer.

The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues, preferably in an Excel formatted report, that may be electronically transmitted or sent by U.S. mail.

Fair Share/Agency Fee: The Union may collect an Agency Fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. Union will notify Agency with written notice about Fair Share/Agency Fee deductions.

The Union shall provide the formula or schedule (if applicable) to calculate both the actual dues and Fair Share/Agency Fee deduction to the Employer and will provide a spreadsheet that can be used to calculate the appropriate dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Indemnification: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders and judgments brought or issued against the Employer as a result of the action taken under the provision of his section.

Section 2. Union Stewards. The Union may designate Employees in the bargaining unit to act as stewards and/or alternates, and shall inform the Employer, in writing, of such choices and changes in the positions of stewards and/or alternates. Steward(s) shall be permitted reasonable time, with pay, to investigate and process grievances on Employer property during regular working hours.

Section 3. Officers and Functions. The names and functions of Local Union Officers, committee members, bargaining team, and stewards shall be given to the Employer in writing. The Union will provide an updated list of Stewards when there are changes or after elections. Such individuals shall be paid by the Employer for Union activities such as processing grievances, or attending disciplinary or

investigatory meetings; not including contract negotiations.

Section 4. Union Notices. The Employer shall make space available for the purpose of posting Union notices. It is specifically understood that no notices of any inflammatory nature shall be posted. Postings must not be personal, defamatory, political in nature, or detrimental to the Employer.

Section 5. Processing Grievances. Representatives of the Union shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned. Such access shall not extend to private offices of the Employer.

Section 6. Use of Employer Premises. Employees shall not use Employer premises for regular Union meetings unless agreed to by the Employer in advance.

Section 7. Information Provided to the Union. The Employer shall provide the following information to the local Union President and Secretary within two (2) weeks of newly hired employees as defined in Article 2, Section 2:

- a. Name
- b. Position classification
- c. Worksite location
- d. Employment start date
- e. Wage rate

The Employer shall provide notice to the local Union President and Secretary within two (2) weeks of all bargaining unit members who leave employment by the way of resignation, retirement, termination, or other action.

ARTICLE 5. EMPLOYER AUTHORITY

Section 1. Inherent Managerial Rights. The management of United Community Action Partnership, Inc. and the direction of its working forces shall be vested solely and exclusively in the Employer, except as specifically limited by the express written provisions of this Agreement. The Employer retains all rights to establish its mission and objectives; to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish, modify, eliminate or otherwise change organizational structure; to implement process improvements; to comply with applicable state, federal and other contract regulations including but not limited to those regarding its Head Start Program, as further described in this Article; to require observance of Employer rules, regulations, and other policies not in conflict with the other provisions of this Agreement; to regulate its data practices and the confidentiality and privacy of its information; to assign work hours and schedules; to determine the number of Employees to be employed; to set the number of positions in each department/program; to assign and delegate work; to select, direct, promote, transfer, layoff and define and execute appropriate discipline of personnel; to enter into contracts for the furnishing and purchase of supplies and services; to determine all terms and conditions of employment of Employees who are not members of the Union's bargaining unit; and to perform all other managerial functions, duties and responsibilities that are not specifically limited by the express written provisions of this Agreement.

Section 2. Utilization of Non-Bargaining Unit Employee. Nothing in this Agreement shall restrict the right of the Employer to contract out bargaining unit work or to utilize volunteers or supervisors to perform bargaining unit work. The Employer, however, shall not exercise said right with the intent of displacing bargaining unit Employees.

Section 3. State and Federal Regulations. Nothing in this Agreement shall be construed as limiting or modifying the Employer's obligations under applicable state and federal statutes and regulations governing recipients of Head Start funding, including but not limited to Minnesota

Department of Human Services Rule 3, applicable licensure requirements, and Head Start performance standards and grant administration requirements, including all applicable non-profit regulations, standards, and guidelines (collectively "Regulations"). The Union acknowledges that the terms of this Agreement and their implementation and enforcement are subject to approval by the Head Start Policy Council as required by the Regulations. In the event of a conflict or alleged conflict between the terms of this Agreement and the Regulations, the Regulations shall control. The Union acknowledges that the Employer's authority to make policy decisions to ensure compliance with the Regulations is critical to the success of the Head Start program and agency, and therefore on the whole serves the interests of both the Employer and the Employees, and necessarily involves matters of interpretation and judgment.

ARTICLE 6. HOURS OF WORK

Section 1. Purpose. This Article is intended only to define the normal hours of work. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 2. Work Week. The work week shall be defined as beginning at 12:00 midnight Sunday to 11:59 p.m. Saturday.

Section 3. Hours. Hours for Employees will be determined by the Employer. Employees who work an average of 30 hours or more per week are considered full time Employees. Employees who work an average of less than 30 hours per week are considered part-time Employees. Any changes in hours will be for valid reasons only. The Employer will meet with the Union to discuss significant changes [based on job classification or geographic area], which affect a number of bargaining unit Employees.

Employees must obtain prior approval from their supervisor before working more than their regularly scheduled hours. If the Employee's supervisor is not available, the Employee may seek approval from the following persons in the following order:

1. Head Start Director; or
2. Any member of the Head Start Management Team.

Section 4. Lunch Breaks. All Employees who are working eight (8) or more consecutive hours will be allowed a thirty (30) minute unpaid break for lunch, subject to applicable federal Head Start regulations requiring Head Start children to experience family-style meals. Employees working in a classroom setting will be paid for meal times spent eating with and supervising children.

Section 5. Work Breaks. All Employees shall be granted a 15 minute break within each four (4) consecutive hours of work, subject to applicable federal Head Start regulations requiring one (1) adult per ten (10) children and Early Head Start regulations requiring one (1) adult per four (4) children to be present with the children at all times.

ARTICLE 7. OVERTIME

Section 1. Eligibility. Employees shall be eligible to receive overtime pay.

Section 2. Rate. For all hours worked in excess of forty (40) hours per week, non-exempt Employees shall receive paid time at the rate of one and one-half (1-1/2) times the Employee's regular hourly rate.

Overtime pay is subject to prior approval except in the case of an emergency. An "emergency" is defined as a need that is so immediate that there is not time to seek approval before the overtime must be worked. When an emergency does not exist, Employees may not work overtime unless and until obtaining approval. Approval shall be obtained from the Employee's supervisor. If the Employee's supervisor is not available, the Employee may seek approval from the following persons in the following order:

1. Head Start Director;

2. Any member of the Head Start Management Team;
3. United Community Action Partnership's Executive Director.

ARTICLE 8. TRAINING PERIOD

Section 1. Term. All newly hired or rehired Employees shall serve a six month training period. The Training Period shall not include program breaks or any leave longer than one (1) week.

Section 2. Discipline and Termination. At any time during the training period, the Employer has the unqualified right to discharge or otherwise discipline the Employee and such action shall not be subject to the grievance procedure.

Section 3. Benefits. During the training period, Employees shall be entitled to health insurance coverage, flexible benefits, retirement plan participation and any other benefits as outlined in the Agreement.

ARTICLE 9. SENIORITY

Section 1. Definition. Employees who complete the six (6) month training period shall have their seniority listed from the first date of hire or rehire on the seniority list. Temporary Employees who are hired as regular Employees shall be granted seniority and introductory credit for their temporary work up to a maximum of two (2) months.

Section 2. Seniority List. The Employer shall maintain a seniority list of all employees covered by this Agreement. The Employer will keep the seniority list up-to-date and will provide an updated copy to the union representative monthly. Any suggested corrections to the list must be brought to Employer's Executive Director by the Union within fourteen (14) calendar days after receipt. When two or more Employees have the same seniority date, their position on the seniority list shall be determined by the Union.

Section 3. Termination of Seniority. Seniority shall terminate for the following reasons:

- A) Resignation;
- B) By discharge in accordance with procedures set forth in this Agreement;
- C) The Employee is absent for two (2) consecutive working days without notification to the Employer. In proper cases, exceptions may, at the Employer's option, be made. After such absences, the Employer will send written notice to the Employee, at the address last known, that employment with the Employer is terminated and seniority lost. The Employer's decision shall be subject to the grievance procedure defined in Article X hereof; and,
- D) If Employee does not return to work within five (5) working days after accepting a position as set forth in Article IX, Section 5, she/he will be considered to have resigned and will lose seniority.

Section 4. Layoffs. In the event of elimination of a position or a reduction in hours of any personnel the following will occur:

1. Notice shall be sent via certified mail to the Union and to the Employees at least 30 days in advance, if possible, during which time efforts to minimize the effect on the Employees shall be mutually sought.
2. All temporary, substitute and introductory Employees will be laid off first.
3. In the event further reductions are needed the regular full time and part-time Employees shall be laid off in inverse or order of seniority.
4. In the event a more senior Employee is laid off at one location while others were not, that Employee may exercise bumping rights over a less senior Employee in any classification for which they meet the qualifications.
5. An Employee who elects to bump must indicate in writing the position they intend to bump into within two weeks of the notice of lay off.

6. Any dispute regarding qualifications for bumping shall be subject to the grievance procedure. In the event multiple positions are impacted by layoff, position eliminations or multiple vacancies, the Union and Employer may mutually agree to an expedited bidding and/or bumping process. Such process shall include direct contact of all staff members via seniority list.

Section 5. Recall. In the event of recall, Employees on lay off will be recalled in order of seniority for all vacancies for which they meet the qualifications. An Employee need not accept a position that is lower than the position they were laid off from. Recall will be by certified mail, (unless reachable by telephone with certified letter for follow-up). Employees on layoff will participate in job bidding along with current employees based on their placement on the seniority list.

Employees must keep the Employer informed of their current mailing address. Refusal to accept a position that is equal (in both distance and pay) to the position they were laid off from within two weeks, will remove an Employee from the recall list. In no case shall a laid off Employee refuse a job offer at a location less than 30 miles from his or her home without being removed from the recall list.

Employees who have been on layoff for a period of 18 months shall be considered permanently laid off.

Refusal to accept a position that is equal to the position in which they were previously employed will result in the Agency's contesting of unemployment benefits.

Section 6. Vacancies and Newly-Created Positions. All vacancies or newly created positions shall be posted internally for a period of five (5) working days. If Employees are not at work during the posting time, such posting shall be mailed to them at current address. The posting shall contain the job description, qualifications and rate of pay. In situations where multiple positions are open that must be filled quickly to better meet the needs of United's clients, the posting period will be five (5) working days. United Community Action Partnership, Inc. will determine posted periods based on staffing demand.

The Union may waive the internal posting time in the event the positions are not likely to be filled by current Employees and the vacancy need is immediate. When posting positions, postings will be done internally and externally at the same time.

If two or more Employees apply for the vacancy or newly created position, the Employee who applies within the posting period and has the most bargaining unit seniority shall be selected for the position, provided that Employees meets the qualifications for the position. In the event the Employee with the most seniority is not selected for the position, reasons shall be given to that Employee in writing. If the Employee disputes the reason given such matter shall be subject to the grievance procedure. Employees under disciplinary action may not be considered for Agency vacancies until the disciplinary action has been successfully resolved between management and the employee.

An employee who is offered a position will have two (2) business days to either accept or decline the offer.

Any Employee who fills a vacancy which is at a higher rate of pay than the one in which they are currently, shall receive an increase in pay equivalent to the percentage difference between current position starting wage and new position starting wage.

Section 7. Summer Programs. Summer program positions will be posted per contract vacancy practices. If the position(s) remain unfilled, a recall will be enacted. Employees will be recalled in order of least seniority, within a 30 mile radius of work site, for all summer program vacancies for which they meet the qualifications. Recall will be by telephone, (unless unreachable by telephone, a certified letter will be sent). A Summer Program is a stand-alone non-Head Start summer school pre-k program that is not supported through federal or state funding. Summer refers to mid-June through mid-August.

Section 8. Employee Changing Position. Any Employee that voluntarily seeks vacancy in a lower

paid position shall receive a decrease in pay equivalent to the percentage difference between current position starting wage and new position starting wage. Any Employee that voluntarily seeks vacancy in a higher paid position shall receive an increase in pay equivalent to the percentage difference between current position starting wage and new position starting wage.

If an Employee is bumped out of their position to a lower paid position, no matter what classification, shall receive a decrease in pay equivalent to the percentage difference between current position starting wage and new position starting wage.

Head Start staff shall be encouraged to give at least 4 weeks' notice in non-emergency situations. Head Start staff transitioning internally to another position within the Agency will remain in their HS position until filled, initial training done and transition complete, if their position is one that is considered critical. Critical positions include Teachers, Assistant Teachers, and Home Visitors, and if the transition extends to greater than two (2) weeks from when an employee was to start new position, differences in compensation (i.e. adjustment to higher scale) will commence. If an employee is in a noncritical position, every attempt will be made to move them to the new position within six (6) weeks. Critical positions (teachers, assistant teachers, home visitors) will be considered with input from the Union on a case-by-case basis so that impact on other staff and students is minimized.

Employees will be limited to non-temporary position changes not to exceed two (2) times per calendar year except when displaced due to layoff or bumping process.

Section 9. Temporary Transfers. Temporary transfers or vacancies for less than thirty (30) days may be filled by senior qualified Employees or by outside hires at the sole discretion of the Employer. In the event there is a temporary vacancy of 30 days or more, it shall be posted as such and current Employees may transfer into that position in the same manner as vacancy filling. Employees who are called on to substitute for employees that are at a same or lower pay shall receive her/his current rate of pay. Employees who are temporarily transferred shall be paid mileage for the travel to another worksite to the extent that it exceeds the mileage to their designated work site.

ARTICLE 10. GRIEVANCE

Section 1. Definition of a Grievance. A grievance is any dispute or disagreement affecting an Employee's terms and conditions of employment including interpretation and or application of the contract.

Section 2. Definitions.

Subd. 1. Extension. Time limits specified in this Agreement may be extended by mutual written agreement.

Subd. 2. Days. Reference to days regarding time periods in this grievance procedure shall refer to calendar days.

Subd. 3. Computation of time. In computing any period of time, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday or legal holiday, in which case the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

Subd. 4. Filing and postmark. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears the postmark of the United States Postal Service within the time period.

Subd. 5. Reduced to writing. Shall mean setting forth in writing the nature of the grievance, the facts upon which it is based, the provision(s) of the Agreement allegedly violated

and the remedy requested.

Section 3. Time Limitation. Grievances shall not be valid for consideration unless the grievance is submitted in writing, setting forth the facts in the specific provision or provisions of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first event or knowledge of the first event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to file any grievance and process through the steps within the appropriate time lines shall result in the waiver of grievance.

Section 4. Procedure.

- Step 1 An employee, with or without a Union steward, claiming a violation concerning the interpretation or application of this Agreement shall, within 20 days after the first occurrence of the event or knowledge of the first event giving rise to the grievance, sign and present such grievance in writing to the Employer's direct supervisor as designated by the Employer and meet and discuss the grievance with the employee's direct supervisor as designated by the Employer. The Employer-designated Step 1 representative will give an answer within 10 days of such discussion.
- Step 2 The dispute shall be reduced to writing by a Steward or exclusive representative and presented to the Head Start Director within ten days after it has been presented to the supervisor. A meeting will be scheduled with a Union steward present (when available) and exclusive representative to discuss and attempt to resolve the grievance. The Director shall respond in writing within ten (10) days after such meeting or presentation of the grievance.
- Step 3 In the event that the grievance is not resolved in Step 2, the grievance shall be reduced to writing by a Steward or exclusive representative and served on the Executive Director or designee within ten (10) calendar days after service of the response in Step 2. The Executive Director or designee shall submit a written decision to the Employee and the Union within fifteen (15) days.
- Step 4 In the event the grievance is not resolved in Step 3, the grievance may be appealed in writing to the Chairperson of the United Community Action Partnership, Inc. Board Executive Committee within ten (10) days of the decision rendered in Step 3. A copy must be forwarded to the Executive Director. The Committee will hear the grievance at the first regularly scheduled Board meeting following receipt of the grievance appeal. The Executive Committee will submit a decision to the exclusive representative in writing within twenty (20) days of said meeting.
- Step 5 In the event the grievance remains unresolved at the conclusion of Step 4, the Union may, within ten (10) days after the response of the Committee, request arbitration of the grievance by written notice to the Employer. The arbitration shall be conducted by an arbitrator selected from a panel of arbitrators provided by the Bureau of Mediation Services. The parties shall flip a coin to decide who strikes first with the loser striking first and each party alternately striking names from the panel until one name remains, and that person shall be the arbitrator. The Union shall notify the arbitrator of selection.

Section 5. Arbitrator Authority and Jurisdiction. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator has no jurisdiction over any dispute concerning Employer's exercise of its management rights under this Agreement. In any arbitration in which Employer raises a defense that the grievance is beyond the jurisdiction or authority of the arbitrator, the Employer, at its sole discretion, may require that the arbitration hearing be bifurcated such that the arbitrator first hears, considers, and rules on the Employer's assertion that the grievance is beyond the jurisdiction or authority of the arbitrator before hearing, considering, and

ruling on the underlying merits of the grievance. In any grievance, the arbitrator shall only consider and decide the specific issue(s) submitted as part of the grievance. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, any application of the laws, rules, or regulations having the force and effect of law. The decision of the arbitrator shall be final and binding.

Section 6. Fees and Expenses. The fees and expenses for the arbitrator's services and proceedings shall be split equally between the Union and the Employer. Each party, however, shall be responsible for compensating its own representatives and witnesses. If either party desires an official record of the proceedings (e.g.: through a court reporter), the party requesting the record shall pay for the recording.

Section 7. Waiver. If a grievance is not presented within the designated time limits set forth in this Agreement, it shall be considered "waived." If the grievance is not appealed to the next Step within the specified time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer, from Step 2 and beyond, does not answer a grievance or appeal thereof within the specified time limits, it shall be considered denied and the Union can appeal to the next Step in the grievance procedure.

Section 8. Suspension or Discharge. In the event of a suspension or discharge, the grievance must be submitted in writing directly to the Executive Director or designee within ten (10) calendar days after the suspension or discharge. The Executive Director shall respond as provided in Step 3 and continue through the remaining grievance steps.

ARTICLE 11. DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action may be imposed upon an Employee only for just cause. Nothing in this article, however, should be construed to limit or restrict the Employer's unqualified right to discharge or otherwise discipline an introductory Employee and such action shall be subject to the grievance procedure through step three (3).

Section 2. Forms of Disciplinary Action. Disciplinary action shall only include the following: 1) Verbal Warning; 2) Written Warning; 3) Probation of up to six work weeks; 4) Demotion; 5) Suspension Without Pay; or 6) Discharge. Disciplinary action shall be applied as individual circumstances justify. Forms of action may be repeated or skipped depending upon the severity of the situation. All discipline shall be done in a private manner. In the event there is an action of discharge or suspension without pay, the Employee and the exclusive representative shall meet with the Employer within 5 days of such action in order for the Employee to be presented with the facts and to hear the allegations against him or her.

Section 3. Grievance of Disciplinary Action. Any disciplinary action may be processed through the grievance procedure. However, Verbal Warning and Written Warnings shall not be subject to arbitration.

Section 4. Personnel Files. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the Employee, following Employee Supervision as outlined in the Personnel Policy.

Each Employee shall be furnished with a copy of all evaluations and disciplinary entries into his/her personnel file and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel file shall state the corrective action expected of the Employee.

The contents of an Employee's personnel file shall be disclosed to him/her upon written request and to the Employee's Union representative upon the written request and with a signed release of information from the Employee. In the event a grievance is initiated under Article X, the Employer shall provide a copy of any item from the Employee's personnel file upon the written request of the Employee.

ARTICLE 12. NO STRIKES OR STRIKE

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions of this Agreement.

ARTICLE 13. ANNUAL LEAVE

Section 1. Paid Time Off. All regular full time and part time employees will earn and may use Paid Time Off (PTO) as established by the Employer. PTO accounts are not established for temporary and substitute Employees.

Subd. 1. PTO Accrual. Paid Time Off is accrued on a pro-rated basis for non-exempt (hourly) Employees working less than 40 hours per week.

Subd. 2. PTO Use. PTO is used to provide payment for time missed from regularly scheduled work. Therefore, for hourly Employees the total amount of PTO used cannot be more than regularly scheduled work hours in any one day, week, or pay period. The only exception would be prior to breaks and then the total is not to exceed forty (40) hours in one week.

Subd. 3. School Activities. All employees are entitled up to a total of sixteen (16) hours leave during any twelve (12) month period, paid or unpaid, to attend school conferences or school-related activities related to the Employee's child, provided the conference or activities cannot be scheduled during non-work hours. In addition, this leave is also extended to the Employee if the Employee's child receives or is involved in some form of child care or pre-kindergarten or Head Start program, if the parent needs to attend a conference or activity related to the Employee's child or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled during non-working hours. An Employee must provide the Agency with reasonable prior notice of the leave, and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the Agency.

A nonexempt (hourly) Employee may adjust her/his work schedule with supervisor approval or use PTO for such leave. Any nonexempt (hourly) Employee who does not have any accumulated PTO and cannot adjust her/his work schedule will be granted leave without pay, so long as the Employee complies with all conditions under MN Statute 181.9412.

Subd. 4. Required PTO. Twelve-month bargaining unit Employees are required to take five (5) consecutive working days of Paid Time Off every year of employment excluding holidays.

Subd. 5. Non-exempt Staff use of PTO. Paid Time Off must be used when a non-exempt (hourly) Employee is absent from work except as provided for elsewhere in this section.

Subd. 6. PTO Requests. Requests to use Paid Time Off must typically be made 24 hours in advance. In cases of emergencies, notification must occur as soon as possible.

Subd. 7. PTO Requests in Advance by 12 Month Staff. Requests to use Paid Time Off for five (5) or more consecutive working days must be made at least two (2) working weeks in advance.

Subd. 8. PTO Approval. Direct supervisors will approve or deny requests for Paid Time Off based on the demands of the program and current Employee workload. The operations of the program and the Agency and service to Agency constituents must be accounted for in approving Paid Time Off.

Subd. 9. PTO Use if Employed Less Than 12 Months. Employees scheduled to work for

less than 12 months out of the year must use Paid Time Off during regularly scheduled breaks and at the end of the program year except as provided elsewhere in this section.

Subd. 10. PTO Request in Advance by Less Than 12 Month Employees. Employees scheduled to work for less than 12 months out of the year requesting leave for more than five (5) consecutive working days at a time other than regularly scheduled breaks must do so in writing one (1) month in advance.

Subd. 11. PTO Maintained by Employees Working Less Than 12 Months. Employees scheduled to work for less than 12 months out of the year may maintain up to 100 hours of accrued Paid Time Off to allow for other situations arising during the program year such as illness, medical necessities, family business, etc.

Subd. 12. PTO Use and Leave without Pay. Employees scheduled to work for less than 12 months out of the year with 100 hours or less of accrued PTO may choose to take leave without pay during regularly scheduled breaks. Employees wishing to use Paid Time Off for an extended period of time during the program year (other than regularly scheduled breaks) may request a waiver of this requirement in writing from her/his supervisor.

Subd. 13. PTO Payout upon Termination of Employment. With proper notice of termination of employment, all accrued PTO will be paid out to the employee.

Section 2. Non-Pay Status Accrual. PTO shall not accrue to an Employee in non-pay status.

Section 3. Head Start Extended Illness Account (HEI). The Agency will provide up to the average number of hours worked per week by position in an Extended Illness Account for each Employee at the beginning of pre-service every program year. Head Start Extended Illness Account hours will be renewed annually at the beginning of pre-service of the program year.

The Head Start Extended Illness Account is non-accrued and the hour amount in the account will not exceed the number of hours worked per week.

Subd. 1. Written Request. An Employee who must be absent for more than two (2) days due to the birth, adoption, foster placement of a child, for the Employee's illness, or for the illness or death of a spouse, child, or parent, or of a significant person in the employee's life must submit a written request to their supervisor in order to access the hours in the HEI.

Subd. 2. Reasons for Use. The Agency may require the employee to provide certification of the reasons she/he is requesting access to the Head Start Extended Illness Account. Employees must have used two days of PTO prior to accessing the HEI. If no PTO is available, the employee must take two (2) days unpaid leave prior to accessing the HEI.

Subd. 3. HEI Taken At One Time. Use of the HEI for birth, adoption, or foster placement must be taken all at one time.

Subd. 4. When HEI is exhausted. After all HEI hours have been exhausted, the employee must use the remainder of his/her PTO accumulated for any extended medical leave.

Subd. 5. HEI upon Termination of Employment. Upon termination of employment, the dollar value of hours in the HEI account is not paid out to the Employee.

Section 4. PTO Accrual. In lieu of separate sick and vacation policies, the Agency provides (PTO) for employees to use when they are absent from work. Paid Time Off is provided for a specific number of hours per year, without regard to the reasons for taking time off.

NON-EXEMPT EMP Years Employed	PTO Leave per 80 hours worked	Maximum # Days of PTO Earned/Year:
0 to 2	5.0	16.25
2+ to 4	6.5	21.13
4+ to 8	7.5	24.38
8+ to 10	8.0	26.00
10+	9.0	29.25

Other Paid Time Off Conditions:

1. Employees may use PTO for most reasons they desire, including but not limited to sick leave, vacation or personal reasons.
2. PTO requests must be submitted to supervisors as soon as practical.
3. An employee's request for leave must be approved by their supervisor.
4. Employees who are requesting time off for illness, injury or personal reasons must contact their supervisor as soon as possible.
5. Employees shall not rely only on leaving a voice message request for time off. Until the supervisor or director has acknowledged the request for PTO, using whatever communication method is agreed upon, the leave is not considered as approved.
6. When requesting time off for vacations, employees should plan in advance. While every effort will be given to honor each employee's request, vacations will be scheduled so as not to disrupt the normal operation of the Agency and its programs. Should a conflict occur, it will be resolved on the basis of first request.
7. Employees who terminate their employment will be paid for PTO accrued to the date of termination, not to exceed 520 hours.
8. The maximum PTO accrual is 520 hours for any employee.

Section 5. Bereavement Leave. Bereavement leave of absence will be granted to employees who have experienced the death of a member of her/his immediate family as reasonably defined between the employee and the employer. The employee will be provided up to three (3) days of paid bereavement leave up to two (2) times per year if they are regularly scheduled to work within three days after the death or on the days of the showing, funeral or other similar bereavement event. If an employee is not otherwise scheduled for those days, they will not be provided paid time off. Additional time off may be utilized through the usage of PTO, HEI-or Employee Leave Donation (ELD) or time off without pay with prior approval from Program Director.

1. An employee must inform his/her supervisor prior to beginning the bereavement leave and provide as much notice as is reasonably possible under the circumstances.
2. An employee may be provided bereavement leave in excess of three days without pay if no paid leave is available. Such a request must be made to the employee's supervisor. The request will be granted or denied based upon the needs of the Agency and the circumstances surrounding the leave.

ARTICLE 14. LEAVES OF ABSENCE

Section 1. Request Procedure. Any request for a leave of absence shall be submitted by the Employee to the Employer, in writing, at least thirty (30) days prior to the requested start date of the leave. The request shall state the reason for the requested leave and the length of time sought. Authorization for a leave of absence, if granted, can only be furnished in writing. A request for a leave of absence for a funeral or for PTO that cannot be anticipated in advance can be made via the telephone and approval may be provided over the telephone. Documentation will be furnished as soon as possible after approval has been granted. Employees may maintain 100 hours of accrued PTO to allow for other situations arising upon their return to work.

A leave of absence from work is considered unauthorized if the employee has not followed proper notification procedures. Unapproved absences from work are grounds for disciplinary action.

Section 2. Leaves Allowed. Leaves of Absence may be granted to Employees under certain circumstances to allow Employees to be absent from work for more than two (2) work weeks. Employees may maintain 100 hours of accrued PTO to allow for other situations arising upon their return to the job. A leave of absence represents a formal leave from work at a length which is not normal or standard practice for all Employees.

Paid and Unpaid Leaves of Absence including, but not limited to FMLA and Parental Leave shall be granted as provided for in statute and the current Agency Employee Handbook.

Subd. 2.1. Educational Leave of Absence. Employees who want to continue their education in preparation for added responsibilities with the Agency may be granted an educational leave of absence. Every Employee on a personal or educational leave of absence will be required to use accrued PTO while on leave. The Employee may maintain up to 100 hours of accrued PTO to allow for other situations arising upon return to work.

Subd. 2.2. General. Requests for a leave of absence or any extension of a leave need to be submitted in writing to the Head Start Director thirty (30) days prior to commencement of the leave period or as soon as is practical. The Program Director will forward the request to the Executive Director, recommending approval or denial. The final decision concerning the request will be made by the Executive Director. All Employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to the Program Director.

Employees who are on an approved leave of absence may not perform work for any other Employer during that leave, except when the leave is for military service or civic duty.

Subd. 2.3 Return From Leave and Reinstatement. The employee should notify the Company at least two (2) weeks prior to the employee's intent to return from leave. Upon returning from FMLA leave, the employee shall be restored to the same position held prior to the leave, or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment, unless the employee's position was eliminated or the employee would have been laid off during the FMLA leave. No employee will have rights greater than if he or she had not taken leave. Prior to returning from a FMLA leave for the employee's own serious health condition, the employee will be required to submit a release to return to work if the condition is job related and consistent with business necessity. The release must be submitted within 15 days of the Company's request. Failure to provide the release may delay the employee's return to work.

The Agency will provide health insurance and other benefits to Employees on leave as required by law or stipulated by Agency policy. For Employees on leave other than Family and Medical leave, the Agency will continue the Agency's share of insurance benefits outlined in the Employee's flexible benefits plan declaration through the end of the month in which Paid Time Off is exhausted or the employee chooses to discontinue use of PTO in order to maintain up to 100 hours of accrued PTO to allow for situations arising upon return to work. If the Employee wishes to continue Agency

insurance coverage, the Employee will pay the full premium.

Employees on Family and Medical Leave will be provided benefits as outlined in law.

Benefits that accrue according to length of service, such as Paid Time Off, do not accrue during periods of unpaid leave or leaves of absence of longer than two weeks duration. Holiday benefits will not be paid to an Employee on a leave of absence.

If an Employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the Employee will be considered to have voluntarily terminated employment as of the first day of the leave of absence and will lose seniority.

Subd. 2.4. Employee PTO Donations. It is the policy of the Agency to allow Employees to donate PTO to another Employee from their own accrued PTO in a time of medical need for an unexpected serious illness or injury.

- a. Allowable amounts of PTO are determined to be the amount of PTO that an Employee has left after meeting her/his leave obligation under the Agency Employee Absence and Leave Policy.
- b. A maximum of 80 hours of PTO may be donated each calendar year. A written request to donate PTO to another employee will be made on the Employee PTO Donation Authorization Form provided under this Agency policy.
- c. The Employee donating her/his PTO to the Leave Bank does not realize an income, nor incurs deductible expense for the PTO that has been donated to another employee.

Section 3. Return to Former Position. Any Employee returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in the former position or another position of comparable duties and pay, providing the former position or comparable position is an existing position within the Head Start program.

Employees returning from approved unpaid leave of absence shall be returned at the same rate of pay the Employee had been receiving at the time the leave of absence commenced plus any general increases in pay provided to all Employees in the bargaining unit during the leave.

ARTICLE 15. HOLIDAYS

Section 1. Schedule of Holidays. Office staff shall follow the Employer's general Agency policy and schedule for holidays. Those include the following:

New Year's Day	Martin Luther King Jr Day (Floating Holiday)
Presidents Day (Floating Holiday)	Memorial Day
4 th of July	Labor Day
Veteran's Day (Floating Holiday)	
Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day

Other bargaining unit members shall observe the following schedule of holidays:

Labor Day	President's Day (Floating Holiday)
Two days at MEA	Martin Luther King, Jr. (Floating Holiday)
Thanksgiving Day	Good Friday (Floating Holiday)
Day after Thanksgiving	Memorial Day
Veteran's Day (Floating Holiday)	4th of July

All Head Start staff shall observe all holidays which occur during their regularly scheduled work periods.

The two days of MEA and Veteran's Day each year will be floating holidays for non-office Head Start staff and must be used by July 31 of the following year. Floating holidays may be used during regularly scheduled work times.

1. All eligible employees including those working a schedule of less than 40 hours per week will get holiday pay as long as the holiday is not during a scheduled program break. Summer staff will receive holiday pay for holidays as indicated in the Agency's Personnel Policies provided the holiday falls within their regularly scheduled work time.
2. The holiday pay will be calculated as follows: take the current number of hours worked per week and divide by 5 (the days in a week). For example, if an employee is scheduled to work 32 hours a week, the amount of his/her holiday hours would be 6.4 (32 divided by 5).
3. Each supervisor must work with their employees to ensure that each employee adjusts their work schedule so they do not exceed the number of hours in their regularly scheduled work hours. In other words, total work and/or PTO hours + holiday hours = regular scheduled hours.
4. Regular full-time, part-time, and temporary employees are eligible for holiday pay. Substitute employees are not eligible for holiday pay.
5. Employees working in a temporary assignment that is regularly scheduled for more time than their regular position shall accrue holiday hours at the higher accrual rate.

Section 2. Employees Scheduled to Work on a Holiday. Supervisors need to schedule work for Employees to assure they take holidays off on the designated holiday. When that is not possible, Supervisors need to adjust work schedules to allow equal time off within that same pay period. Employees required to work on any holiday shall receive their regular rate of pay for all hours worked in addition to their holiday pay.

Section 3. Holiday and Annual Leave. When a paid holiday falls during an Employee's annual leave, the Employee shall receive holiday pay and not be charged with using PTO for that holiday.

Section 4. Other Holidays Observed. When a religious holiday, not observed as a holiday as provided in Article XV, Section 1, falls on an Employee's regular scheduled work day, the Employee shall be entitled to that day off to observe the religious holiday. An Employee who chooses to observe such a religious holiday shall notify his/her supervisor, in writing, at least ten (10) working days prior to the religious holiday. Such days off shall be charged against accrued PTO or the employee may use one of their floating holidays.

ARTICLE 16. GENERAL

Section 1. Travel, Meals and Other Expenses.

Subd. 1. Mileage Reimbursement. The Agency will reimburse mileage expenses of employees for approved business travel based on actual miles traveled. Supervisors must approve all employee travel in advance.

1. Mileage reimbursement is based upon the guidelines established by the Agency consistent with IRS regulations and OMB cost principles, or as determined by the Board of Directors. Mileage will be reimbursed for any required training that is held at a location other than the employee's regular work location, less normal commute mileage.

2. Commuting to and from the designated work site is never business travel.
3. Carpooling is strongly encouraged by the Agency whenever possible (i.e. trainings, meetings, etc.).
4. Employees must utilize the Agency vehicles for travel as assigned or approved. Employees may utilize personal vehicles for travel, if Agency vehicles' are not available. Exceptions to this rule will be based on special circumstances and pre-approved by the employee's supervisor on a case-by-case situation based on benefit to the Agency. If an employee chooses not to use an Agency vehicle when one is available, the employee will be reimbursed at a rate of one-half of the prevailing mileage rate as established by the Agency Board of Directors.
5. Employees engaged in job-related travel must comply with all laws and exercise due diligence to drive safely. Drivers must make sure that the vehicle utilized meets any Agency or legal standards for insurance, maintenance, and safety. The Agency will require employees to provide verification of their insurance and driver's license.
6. Employees shall not possess, transfer or consume alcoholic beverages or controlled substances in Agency vehicles at any time or in their personal vehicles while conducting Agency business.
7. Employees are personally responsible for any driving infractions or fines as a result of their driving.
8. Any accident involving an Agency vehicle or a personal vehicle used while on Agency time, **regardless of the extent of the damage**, is to be reported to the police and the driver's supervisor as soon after the accident as possible.

Subd. 2. Other Travel Expenses: The Agency will reimburse other legitimate business travel expenses of employees including meals, parking and lodging with prior supervisory approval. The meal reimbursement will be taxable employee income, if required by the IRS. If any meals are provided during the course of the travel (by the hotel, the conference, etc.), the total federal per diem rate allowance for the day is reduced by the amount provided for that meal in the per diem rate breakdown. If all three meals (breakfast, lunch, dinner) are included in the approved training/conference/work related travel, there will be no reimbursement. In addition, if an employee is traveling for a partial day (often the first or last day of travel), only meals that normally occur during that travel time are reimbursable. The website for the federal per diem rates is www.gsa.gov. If attending a required meeting over meal time, the meal is paid by the Agency (exemptions based on job duties; e.g., home visitors, housing auditors, etc.)

9. Employees who are traveling on business will be provided a per diem for other incidental expenses based on the IRS rate for the specific town to which the employee is traveling. The per diem includes meals, laundry, dry cleaning and tips, but does not include lodging, cab fares, or telephone calls. No per diem will be provided for meals that are included as a function of the reason for the travel.
10. In most cases lodging will be paid directly by the Agency. Under certain circumstances the employee will be reimbursed for actual expenses. Receipts must be submitted for lodging. Lodging expenses reimbursed will not exceed the maximum amount established by the Agency. Receipts must be submitted for reimbursement for cab fares and telephone calls.
11. Employees may obtain a cash advance for approved business travel for payment of business expenses. Cash advances must be properly documented and approved.

Subd. 3. Travel Time: Nonexempt employees shall be paid for travel time as follows:

1. Commuting Time: Mileage and travel time outside regular work hours is only reimbursed for purchasing supplies when there is prior supervisory approval. Time spent traveling between an employee's home and her/his Designated Worksite is not considered time performing work for the Agency and shall not be compensated.
2. Temporary Work Site. Mileage is reimbursed to a temporary worksite due to reassignment for a maximum of 90 days if the new work site is farther from your home than your Designated Worksite. You will be paid mileage for the number of additional miles you are driving to your new work site that are above and beyond your normal commute.
3. Travel Required as Part of an Employee's Duties: Mileage is reimbursed for travel between worksites during working hours.

Section 2. In-Service and All Staff Meeting and Time and Travel. Head Start staff shall receive mileage and time paid for travel to and from in-service and all-staff trainings, less normal commute mileage and time to their designated work site.

For example, if an employee's normal commute to and from work is ten (10) miles one way, the employee would claim their mileage to and from the training, less twenty (20) miles. Time would also be reduced by approximately the time it normally takes the employee to commute. For example, if the normal time it takes an employee to commute from home to their designated worksite is ten (10) minutes, the employee would claim the time to and from the training, less twenty (20) minutes.

If an agency vehicle is available for business travel, that vehicle must be utilized rather than the employee's personal vehicle.

Employees traveling to the same destination for the purposes of agency business are encouraged to car-pool in an effort to reduce travel expenses. Where car-pooling is not feasible due to an employee's location or proximity to another employee, job duties or other matters, approved travel will be reimbursed.

Section 3. Weather Emergency Leave. In the event of extreme weather conditions affecting the UCAP area or other areas serviced by the Agency, all Employees are encouraged to use their own best judgment in regard to their own safety, comfort level with the weather, driving conditions, and vehicle ability. Employees must consult with their supervisor regarding any leave or absence from work.

Section 4. Outside Employment.

- A. Such employment shall not interfere with the efficient performance of the Employee's duties in the Head Start Program.
- B. Such employment shall not involve a conflict of interest or conflict with Employee's duties in the Head Start Program. If the Employee has a question about potential conflict of interest it should be discussed with the Head Start Director.
- C. Such employment shall not involve the performance of duties which the Employee should perform as part of his/her employment in the Head Start Program. Such employment shall not occur during the Employee's regular or assigned working hours in the Head Start Program, unless the Employee, during the entire day in which such employment occurs, is either on annual leave or leave without pay.

ARTICLE 17. EMPLOYEE BENEFITS

Section 1. Benefits. All benefit eligible Head Start staff will be considered 12 month employees for benefit election purposes. UCAP will provide a flat rate per month toward health and/or dental insurance coverage. The monthly employer contribution is provided toward the Benefits plan. Employees who work

9 or 10 months of the year shall receive contribution amounts pro-rated at 10 months.

Benefit Eligibility: UCAP provides its employees with various benefits. Information and summaries intended to explain these benefits plans will be furnished to all plan participants and beneficiaries on a timely and continuing basis.

- A. The Agency administers one (1) Benefits Plan. The plan allows for eligible employees to choose from a variety of benefits. Employees should refer to the plan for detailed eligibility and implementation guidelines.
- B. Regular full-time employees working thirty (30) or more hours per week will receive monthly employer contributions to apply to the cost of health and dental insurance premiums if they elect to enroll in the Benefits plan. Employees receive a pro-rated monthly contribution if enrolling in Agency medical and/or dental insurance during the months worked. Contributions will be applied to health and/or dental insurance premiums. If any employee does not elect health or dental insurance the employer contribution will be forfeited. The Board of Directors determines the employer contribution amount and may review this from time to time.
- C. Regular full-time employees working thirty (30) or more hours per week who are scheduled to work less than 12 months, but at least 9 months during the calendar year, will be eligible receive a monthly employer contribution if electing Agency medical and/or dental insurance, during the months worked.
- D. Regular part-time employees working less than thirty (30) hours per week, for at least nine (9) months of the year, are eligible to participate in the retirement plan.
- E. The Agency designates the Human Resources Department to oversee the Agency's benefit plan. The Human Resources Department is responsible for all communications and disclosures concerning Agency benefits and for compliance with all applicable laws and regulations.

In addition, the Human Resources Department and Agency Program Directors are available to answer questions concerning Agency benefits plan.

The Agency reserves the right to modify, amend, or terminate Agency benefits as they apply to all current, former, and retired employees. The Administrator of each benefit plan has the discretionary authority to determine eligibility for benefits and to interpret the plan's term.

The Agency's Benefits Plan allows employees to choose, among a number of benefit options including, but not necessarily limited to, health insurance, additional life insurance, dental insurance, short and long term disability, retirement plan, HSA, FSA, and/or dependent care coverage.

Section 2. Life Insurance. All regular full time Employees will receive an Employer paid \$20,000 life insurance plan, \$2,000 for the Employee's spouse and \$1,000 for each of the Employee's dependents between the ages of 6 months and 19 years.

Section 3. Retirement Plan. The Employer will provide match for Employees who choose to participate in the retirement plan program provided they meet the Plan requirements.

Section 4. Educational Tuition. United Community Action Partnership, Inc. agrees, dependent upon available funding, to pay a sum equal to the amount paid for tuition (at a maximum as set by federal law per employee, per calendar year) from a regionally accredited college, provided the courses are job related. Head Start staff utilizing Educational Tuition benefit will execute a contract with United Community Action Partnership, Inc. to use this funding for their professional development and ensure that any such tuition funding is made to further the degree requirements provided in 42 U.S.C. 9843(a)(2)(A).

Employees requesting paid tuition must sign and adhere to the Head Start Act. The Act outlines usage requirements including failure to stay employed with United Community Action Partnership, Inc. for the required period of time, and payback requirements. The Head Start Act (648A) requires that individuals that receive financial assistance to pursue a degree shall teach in the program for a minimum of three years after receiving their degree or repay the total or a prorated amount of financial assistance received based on the length of service after completion of the degree.

ARTICLE 18. SALARY

Section 1. Wages. Employees shall be compensated as outlined in Appendix A. Appendix A will be updated during the term of this agreement if there is Federal COLA increases.

Section 2. Wage Increases. Employees employed less than one year as of August 1st shall receive fifty percent of their annual increase after six months of employment, and another fifty percent after twelve months of employment.

Employees employed one year or more as of August 1st each year of this agreement, will receive their annual increase in the pay period that includes August 1st.

Section 3. Annual Wage Increases. Any additional salary/wage increases will be tied directly to the availability of Cost of Living Adjustment (COLA) funding from the U.S. Department of Health and Human Services, Administration for Children & Families (DHHS/ACF) specified for the Head Start program pursuant to applicable regulations. Salary schedules will be increased whenever COLA funding is received from DHHS/ACF. The amount of such increase(s) will be dictated by applicable DHHS/ACF regulations. *If the wage analysis comparability study shows that a position is within the salary scale, the position will receive an increase not to exceed the maximum salary.

The Agency will provide 24 hours of PTO time for those staff at or above their maximum who would otherwise be frozen.

Section 4. Commercial Driver's License (CDL). The Employer shall pay the costs for employees whose position requires a CDL. Covered costs are: Initial and renewal licensing expenses and required physicals.

ARTICLE 19. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota. In the event any provision of this Agreement shall be held contrary to law by the court of competent jurisdiction from whose final decree or judgment no appeal has been taken within the time limit provided, such provisions shall be voided. Mandatory changes in the law or other governmental regulations or instructions affecting the provisions of this Agreement shall become effective immediately. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 20. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

This agreement represents the complete agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, except such amendments hereto shall have been reduced to writing and signed by the parties, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the

parties after the exercise of that right and opportunity for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been with the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 21. DURATION OF AGREEMENT


The parties mutually agree that this Agreement shall continue in full force and effect until July 31, 2025 and from year to year thereafter unless either party hereto shall give notice sixty (60) days prior to the expiration date of a desire to terminate or amend said Agreement. If settlement on such a new Agreement cannot be reached within the sixty (60) days, the present Agreement shall remain in effect until a new settlement has been reached.

Reopen Agreement: After August 1, 2023, either party can reopen this Agreement for the purpose of collective bargaining by giving the other party a sixty (60) day written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

United Community Action Partnership, Inc.

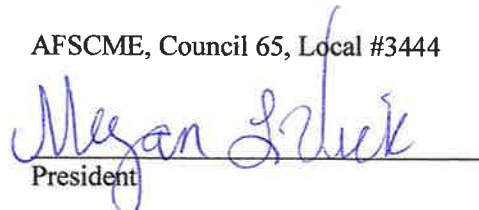

Board Chairperson

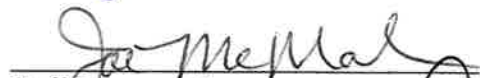

Executive Director

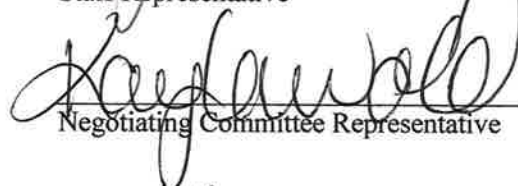

Policy Council Chairperson

Dated this 4th day of Feb., 2020

AFSCME, Council 65, Local #3444


President


Staff Representative


Negotiating Committee Representative

Dated this 29 day of December, 2020

Head Start Union Salary Structure 03/01/2020

Appendix A

Position	Hourly Starting Wage as of 02/02/2020	Hourly Maximum Wage as of 02/02/2020	DBM Rating	Hourly Starting Wage as of 03/01/2020	Hourly Maximum Wage as of 03/01/2020	Starting Wage At
Trained Certified Translator/Interpreter	\$16.32	\$22.86		\$16.65	\$23.32	Minimum
Cultural Liaison, Oral Translation	\$12.93	\$20.68	A13	\$13.19	\$21.09	Minimum
Cultural Liaison with Credentials	\$14.52	\$20.68	A13	\$14.81	\$21.09	Yr 2
Teacher with a CDA (EHS)	\$16.70	\$26.72	B31	\$17.03	\$27.25	Minimum
Teacher with AA Degree	\$18.76	\$26.72	B31	\$19.14	\$27.25	Yr 2
Teacher with BA Degree	\$19.70	\$26.72	B31	\$20.09	\$27.25	Yr 3
Teacher with MA Degree	\$21.72	\$26.72	B31	\$22.15	\$27.25	Yr 5
Sub Teacher/Floater with AA Degree	\$17.51	\$24.94	B23	\$17.86	\$25.44	Yr 2
Sub Teacher/Floater with BA Degree	\$18.39	\$24.94	B23	\$18.76	\$25.44	Yr 3
Sub Teacher/Floater with MA Degree	\$20.28	\$24.94	B23	\$20.69	\$25.44	Yr 5
Home Visitor w/CDA	\$14.70	\$23.52	B22	\$14.99	\$23.99	Minimum
Home Visitor w/AA	\$16.51	\$23.52	B22	\$16.84	\$23.99	Yr 2
Home Visitor w/BA	\$17.34	\$23.52	B22	\$17.69	\$23.99	Yr 3
Home Visitor w/MA	\$19.12	\$23.52	B22	\$19.50	\$23.99	Yr 5
Family Service Worker w/FSC	\$15.59	\$24.94	B23	\$15.90	\$25.44	Minimum
Family Service Worker w/AA	\$17.51	\$24.94	B23	\$17.86	\$25.44	Yr 2
Family Service Worker w/BA	\$18.59	\$24.94	B23	\$18.76	\$25.44	Yr 3
Family Service Worker w/MA	\$20.28	\$24.94	B23	\$20.69	\$25.44	Yr 5
ERSEA Technician	\$13.82	\$22.11	B21	\$14.10	\$22.55	Minimum
Assistant Teacher	\$12.93	\$20.68	A13	\$13.19	\$21.09	Minimum
Assistant Teacher (Degree in Early Childhood Education or Child Development)	\$14.52	\$20.68	A13	\$14.81	\$21.09	Yr 2
Assistant Teacher (sub for teacher)	\$17.09	\$20.68	A13	\$17.43	\$21.09	
Behavior Coach	\$15.59	\$24.94	B23	\$15.90	\$25.44	Minimum
Behavior Coach (Degree in Early Childhood Education or CDA)	\$17.51	\$24.94	B23	\$17.86	\$25.44	Yr 2
Classroom Support Staff	\$11.15	\$17.85	A11	\$11.37	\$18.21	Minimum
Program Assistant	\$12.04	\$19.27	A12	\$12.28	\$19.66	Minimum
Program Assistant with related degree	\$13.53	\$19.27	A12	\$13.80	\$19.66	Yr 2

Employer shall negotiate with the Union regarding what portion of federal Quality Improvement funds received by the Employer during the term of this Agreement shall be used to supplement Bargaining Unit wages and benefits. The Employer will negotiate with the Union about how that portion of the Quality Improvement funds will be distributed among the Bargaining Unit members.

Any agreement resulting from such negotiations must satisfy applicable DHHS/ACF Head Start regulations and shall be subject to approval by the Head Start Policy Council and the United Community Action Partnership Board of Directors.

UCAP Head Start Union Salary Wage Structure
(reflecting \$2 increase from the minimum to the maximum salaries of each wage scale)
Effective 02.13.2022

Position	Hourly Starting Wage as of 04/25/2021	Hourly Maximum Wage as of 04/25/2021	DBM Rating	Hourly Starting Wage as of 02/13/2022	Hourly Maximum Wage as of 02/13/2022	Starting Wage At
Assistant Teacher	\$13.35	\$21.35	A13	\$15.35	\$23.35	Minimum
Assistant Teacher (Degree in Early Childhood Education or Child Development)	\$14.99	\$21.35	A13	\$16.99	\$23.35	Yr 2
Assistant Teacher (sub for teacher)	\$17.64	\$21.35	A13	\$19.64	\$23.35	
Behavior Coach	\$16.09	\$25.75	B23	\$18.09	\$27.75	Minimum
Behavior Coach (Degree in Early Childhood Education or CDA)	\$18.08	\$25.75	B23	\$20.08	\$27.75	Yr 2
Classroom Support Staff	\$11.51	\$18.43	A11	\$13.51	\$20.43	Minimum
Cultural Liaison, Oral Translation	\$13.35	\$21.35	A13	\$15.35	\$23.35	Minimum
Cultural Liaison with Credentials	\$14.99	\$21.35	A13	\$16.99	\$23.35	Yr 2
ERSEA Technician	\$14.27	\$22.83	B21	\$16.27	\$24.83	Minimum
Family Service Worker w/FSC	\$16.09	\$25.75	B23	\$18.09	\$27.75	Minimum
Family Service Worker w/AA	\$18.08	\$25.75	B23	\$20.08	\$27.75	Yr 2
Family Service Worker w/BA	\$18.99	\$25.75	B23	\$20.99	\$27.75	Yr 3
Family Service Worker w/MA	\$20.94	\$25.75	B23	\$22.94	\$27.75	Yr 5
Home Visitor w/CDA	\$15.17	\$24.28	B22	\$17.17	\$26.28	Minimum
Home Visitor w/AA	\$17.05	\$24.28	B22	\$19.05	\$26.28	Yr 2
Home Visitor w/BA	\$17.91	\$24.28	B22	\$19.91	\$26.28	Yr 3
Home Visitor w/MA	\$19.74	\$24.28	B22	\$21.74	\$26.28	Yr 5
Program Assistant	\$12.43	\$19.90	A12	\$14.43	\$21.90	Minimum
Program Assistant with related degree	\$13.97	\$19.90	A12	\$15.97	\$21.90	Yr 2
Sub Teacher/Floater with AA Degree	\$18.08	\$25.75	B23	\$20.08	\$27.75	Yr 2
Sub Teacher/Floater with BA Degree	\$18.99	\$25.75	B23	\$20.99	\$27.75	Yr 3
Sub Teacher/Floater with MA Degree	\$20.94	\$25.75	B23	\$22.94	\$27.75	Yr 5
Teacher with a CDA (EHS)	\$17.24	\$27.58	B31	\$19.24	\$29.58	Minimum
Teacher with AA Degree	\$19.37	\$27.58	B31	\$21.37	\$29.58	Yr 2
Teacher with BA Degree	\$20.34	\$27.58	B31	\$22.34	\$29.58	Yr 3
Teacher with MA Degree	\$22.42	\$27.58	B31	\$24.42	\$29.58	Yr 5
Trained/Certified Translator/Interpreter	\$16.85	\$23.60		\$18.85	\$25.60	Minimum

UCAP Wage & Salary Structure - Effective 02.13.2022

DBM	Min	Mid	Max
A11	\$13.51	\$16.97	\$20.43
A12	\$14.43	\$18.15	\$21.90
A13	\$15.35	\$19.36	\$23.35
B21	\$16.27	\$20.54	\$24.83
B22	\$17.17	\$21.73	\$26.28
B23	\$18.09	\$22.93	\$27.75
B31	\$19.24	\$24.41	\$29.58