

Labor Agreement

Between

Lakes and Pines Community Action Council, Inc.

and

**Council 65, American Federation of
State, County and Municipal Employees,
AFL-CIO**

HEAD START

Effective

October 1, 2016 through September 30, 2019

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No attachments or addendums to this Agreement

ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1 This Memorandum of Agreement, hereinafter referred to as the Agreement, is entered into between the Lakes & Pines Community Action Council, Inc., hereinafter called the Employer, and Council No. 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union. The intent and purpose of this Agreement is to:
 - 1.11 Express in written form the Agreement between the parties on hours, wages, and other conditions of employment, and to specify the duration of this Agreement.
 - 1.12 Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for the bargaining unit of Lakes & Pines Community Action Council, Inc. set forth in the Certification of Representation NLRB Case #18-RC-17102:

All full-time and regular part-time Early Childhood & Family Development (Head Start) personnel employed by the Employer at or out of its facility located in Mora, Minnesota: excluding office clerical employees, managerial employees, confidential employees, guards and supervisors, as defined by the Act.

- 2.2 The Employer shall not enter into any agreement with employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms or conditions of this Agreement except through the exclusive representative for said employees.

ARTICLE 3. DEFINITIONS

- 3.1 The terms used in this Agreement shall be defined as follows:
 - 3.11 **Based Pay Rate:** The employee's basic hourly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.
 - 3.12 **Continuous Service:** Unceasing service from last date of hire, including approved leaves of absence and period of layoff if return from layoff was upon recall.
 - 3.13 **Days:** Unless otherwise indicated, means calendar day.
 - 3.14 **Demotion:** A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.

- 3.15 Program: The Lakes & Pines Community Action Council, Inc. Head Start Program.
- 3.16 Emergency: A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- 3.17 Employee: A member of the exclusively recognized Bargaining Unit defined in the Agreement.
- 3.18 Employer: Lakes & Pines Community Action Council, Inc. Board of Directors and its designated representatives.
- 3.19 Full Month of Service: One (1) calendar month of continuous service.
- 3.20 Full Time: A work schedule equivalent to an average of forty (40) hours per week.
- 3.21 Layoff: Separation from service with the Employer necessitated by lack of work, lack of funds or shut down of program.
- 3.22 Leave of Absence: An approved absence from work duty during a scheduled work period with or without compensation.
- 3.23 Regular Employee: A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required provisional period for newly hired or rehired employees.
- 3.24 Provisional Period: The first six (6) months of service of newly hired or rehired employees.
- 3.25 Promotion: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- 3.26 Pyramiding: The payment of more than one form of premium compensation for the same hours of work.
- 3.27 Seniority: Length of service established by Article VI.
- 3.28 Transfer: A change of an employee from one site to another site usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.29 Trial Period: The first ninety (90) days of service in a new position of a promoted or transferred employee.

- 3.30 Union: Council No. 65, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.31 Union Member: A member of Council No. 65, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.32 Site: Geographic location to which a group of employees report.
- 3.33 Work Site: Community of primary assignment: office, site or classroom.
- 3.34 Alternative Schedule (flex and split time): Same day event with early/late workday start and end times.
- 3.35 Extended hours: Extended hours are defined as hours worked after 4:30 p.m. Extended hours are considered "earned" and are to be taken or "spent" within the same work week as the extended hours take place.
- 3.36 Work Equalization: The Employer shall make a "good faith attempt" to equalize the assigned work for Home Visitors and Family Advocates.
- 3.37 Forum: During fall pre-service when caseloads are distributed within each site, Home Visitors shall be allowed time to discuss and evaluate caseloads and make recommendations for adjustments. Home Visitors shall have a 24-hour period at the start of the Fall Pre-Service to discuss and recommend caseload distribution. All caseload recommendations must be agreed to in writing by all Home Visitors whose caseloads are affected by the recommendations(s). All caseload changes require prior management review and approval.
- 3.38 Annual, Program Year-End Caseload Preference Identification: No later than May 30, the end of the program year, Home Visitors may identify, in priority order, up to three (3) preferred caseloads for the upcoming Program Year. The employer shall notify Home Visitors of the identification process by email at least one week in advance of the established identification deadline. The employer retains the exclusive right to approval all final Home Visitor caseload assignments. Caseload preferences shall first be reviewed by seniority and may only be denied based on workload, scheduling, and other reasonable business related factors.

ARTICLE 4. EMPLOYER AUTHORITY

- 4.1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all its various aspects, including but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer

employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations that do not conflict with the terms and conditions of this Agreement; to change or eliminate existing methods, equipment or facilities.

- 4.2 The Employer retains all rights and privileges not specifically addressed or modified by the Agreement.
- 4.3 The Employer agrees to apply the terms of this Agreement to all members of the Unit fairly and without discrimination.
- 4.4 The Union agrees to support the Employer's efforts to compliance with the Americans with Disabilities Act.
- 4.5 The Union agrees to support the Employer's approved Affirmative Action Plan as certified by the Minnesota Department of Human Rights.

ARTICLE 5. UNION SECURITY

- 5.1 In recognition of the Union as the exclusive representative, the Employer shall:
 - 5.11 Deduct each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deduction in a form agreed upon by the Employer and the Union; and
 - 5.12 Deduct fair share fees, in accordance with the provisions of Minn. Stat. § 179A.06, subd. 3, from the wages of all employees who elect not to become a union member.
- 5.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments including attorneys fees brought or issued against the Employer as a result of any action taken or not taken under the provisions of this Article.
- 5.3 The Union shall certify to the Employer, in writing, the current amount of regular fees to be withheld.
- 5.4 The Union may designate certain employees from the Bargaining Unit to act as stewards and shall certify to the Employer, in writing, of such choice and designation of successors to former stewards. The Union shall also certify to the Employer a complete and current list of its officers and representatives and timely update the list as often as necessary. If the requisite information is not provided by the Union on or before September 1, the Employer may send a written information request to the Union business agent.

- 5.5 Non-employee representatives of the Union, previously certified to the Employer herein, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify and receive approval from the Employer and provided the Union representatives do not interfere with the work of the employees. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union activities on the Employer's time. The Union shall not use or enter the Employer's premises or facilities for Union business without the prior approval of the Employer.
- 5.6 The Employer agrees to allow the Union to use designated bulletin boards at each agency operated site for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs. Employees assigned to non-Agency operated sites will have access to postings at their assigned "office" site. The Union agrees to limit the posting to such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

ARTICLE 6. SENIORITY

- 6.1 On or about September 1st of each year, the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification, and site and rank, in order of highest to lowest seniority, all regular employees in the Bargaining Unit. If the requisite information is not provided by the Employer on or before September 1, the Union may send a written information request to the Head Start Director.
- 6.2 Types of Seniority: There shall be two (2) types of seniority established by the Agreement.
- 6.21 Services Seniority: For the purposes of vacation, sick leave, retirement and other benefit accrual, the employee's length of continuous service with the Employer shall be the seniority that applies.
- 6.22 Classification Seniority: The total length of service within a work classification. (i.e. 0-5 Home Visitor, Family Advocate, Classroom Teacher, Assistant Classroom Teacher, Combination Teacher, Head Start Trainee)
- 6.3 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.
- 6.4 Summer Hours Bidding: Summer hours shall be first offered to employees at the site where the Employer determines work is available. Hours shall be first granted to employees who first volunteer to work the hours available based on the rotation list described below.

6.5 **Rotation List of Summer Hours Volunteers (Home Visitors only):** A list of volunteer employees who desire to work summer hours shall be maintained by the Employer. The Employer shall assign summer hours to the employee at the top of the list until such time as the Employer's needs are filled. Employees shall be placed on the list in descending order as follows:

1. Employees who were on the list the previous year but who did not work during the summer;
2. Employees who were on the list the previous year and worked during the summer;
3. New volunteers;
4. New employees after completion of the provisional period.

The list of volunteers will be posted by March 15th of each year to allow employees time to withdraw from the list. Employees will not be able to withdraw their names after April 1st of each year. Employees shall be eligible for mileage reimbursement commencing at the site to the site of the first visit. Mileage reimbursement ends at the site following the last visit.

6.6 **Rotation List of Summer Hours Volunteers (Family Advocates only):** Volunteers must submit written memos to the Central Office no later than March 15th of each year. Volunteer selection will be made by site at which work is available. Positions will be offered to the most senior employee who did not work the previous summer.

If more summer positions are needed than volunteers are available, those people who did not work the previous summer shall be selected based on inverse seniority (meaning least senior person mandated to work).

6.7 **Rotation List of Non-Voluntary Summer Hours:** If there are no available volunteers from any site the Employer may assign non-voluntary employees on the basis of inverse classification seniority.

6.8 **Annual Leave Payout Prior to Summer Layoff:** Employees shall be granted the option to cash out annual leave or retain annual leave in the pay period prior to layoff at the end of the regular session. However, no employee on summer layoff may carry over accrued annual leave in excess of eighty-five (85) hours. Employee must select one (1) option or the other, but not both.

6.9 **Layoff:** Except in those instances where senior employees are not qualified to perform remaining work, classification seniority within a site shall determine the order of layoff.

6.10 **Recall from layoff,** which shall be by classification, in inverse order of layoff. Recall notice shall indicate the anticipated work area and site assigned. If an employee does not return to work upon recall, as directed by the Employer, or on an extended date

mutually acceptable to the employee and Employer, she/he shall automatically have terminated her/his employment. An employee's name shall be retained on the recall list for nine (9) months, at which time all rights to recall shall terminate.

- 6.11 The Employer will issue a written notice of an anticipated scheduled or seasonal layoff at least two (2) calendar weeks in advance layoff. Under unforeseen circumstances, such as lack of funding, non-receipt of contract, and unallotment, layoff may be immediate upon notice. The Employer shall issue written notice of recall from layoff to affected employees, by certified mail, providing at least ten (10) working days to return to work.
- 6.12 Emergency, provisional and temporary employees in the same classification shall precede regular employees in layoff. No new employees shall be hired in a work classification where there are employees on layoff status within a site until all laid off employees have been recalled in accordance with the above.
- 6.13 Job Vacancies: The Employer is committed to hiring the most qualified candidate for agency service. When all other qualifications, as determined by the Employer, are equal, the Employer shall select the applicant with the greater service seniority for the job opening.
- 6.14 Job Postings: For a period of ten (10) calendar days prior to filing such vacant or newly created position, the Employer shall post on the Agency's intranet system notice of all vacant or newly created positions to be filled. Such notices shall state the type of work, the place of work, rate-of-pay, normal hours to be worked, job classification, and qualifications required. The Employer shall send job postings by U.S. mail to employees on layoff.

ARTICLE 7. NO STRIKE/NO LOCKOUT

- 7.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violated this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.
- 7.2 The Employer shall not lockout employees.

ARTICLE 8. PROVISIONAL AND TRIAL PERIODS

- 8.1 Length: The provisional period shall be six (6) months for all new employees. This provisional period may be extended upon mutual agreement between the Employer and the Union.
- 8.2 Limit of Rights: The Employer, at its sole discretion may discipline or discharge a provisional employee. Such action shall not be subject to the grievance procedure.
- 8.3 Annual Leave Use: The new employee may not use annual leave time during a provisional period but will accrue annual leave to be used after the provisional period is completed.
- 8.4 Length of Trial Period: All employees promoted or transferred to a new position shall serve a three (3) month trial period. The trial period may be extended upon mutual agreement between the Employer and the Union.
- 8.5 Unsuccessful Trial Period: The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previous to a transfer or promotion, provided that such opening exists.
- 8.6 Right to Return: A trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion, provided that such opening exists.

ARTICLE 9. WORK SCHEDULE

- 9.1 Work Week: The normal work week shall consist of forty (40) hours, five (5) eight (8) hour days, 8:00 a.m. to 4:30 p.m., Monday through Friday.
- 9.2 Rest Breaks: Employees shall be granted two (2) paid fifteen (15) minute rest breaks per work shift, one (1) break toward the middle of each on-half (1/2) work shift.
- 9.3 Meal Period: An unpaid meal period, not to exceed thirty (30) minutes, shall be scheduled toward the middle of the work shift, at a time which the Employer determines does not interfere with the rendering of services. The meal period can be attached to travel time, home office time, annual leave, and sick leave.
- 9.4 Alternate Schedule (flex and split time): Any changes in employee work schedules must be submitted prior to the event for supervisor or Department Head approval as provided for in the Agency Personnel Policy #310 – Section: Flex Leave Request Process. In no event shall any schedule change exceed 40 hours and result in overtime.
- 9.5 Cancellations and No-Show: When an employee has a family cancellation or no-show, the employee will have the choice to maintain schedule at an approved worksite, or adjust flex/extended hours to maintain forty (40) hour workweek per prior written

notice of choice to Employer. In the event that an employee needs to make an alternative choice and the meeting was after 4:30 p.m., the employee shall notify his/her supervisor the following workday.

ARTICLE 10. OVERTIME/COMPENSATORY TIME

- 10.1 Overtime: All hours worked in excess of forty (40) per week shall be considered overtime. For purposes of computing overtime, the work week shall begin at 12:00 am Saturday.
- 10.2 Only hours actually worked will be used to calculate overtime pay. Paid time off for holidays, jury duty, annual leave, sick leave, personal leave, or any leave of absence will not be considered to be hours worked.
- 10.3 No Pyramiding of Hours: The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.
- 10.4 Overtime Rate: All employees shall be compensated for all overtime hours worked at the rate of time and one-half (1 ½) the employee's base pay rate.

ARTICLE 11. HOLIDAYS

- 11.1 Regular employees shall receive pay for their regularly scheduled workday for each of the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Floating Holiday	One day

- 11.2 An Agency paid holiday which falls on a Saturday will be observed on the preceding Friday; paid holidays which fall on a Sunday will be observed on the following Monday.
- 11.3 Regular full time employees shall be entitled to compensated time off for designated holidays, provided the employee is on compensated payroll status the last assigned full regularly scheduled workday preceding the holiday.

- 11.4 When a paid holiday falls during an employee's scheduled annual leave period, that holiday shall be a paid holiday and will not be charged to vacation.
- 11.5 Eligible employees shall receive one floating holiday per Agency Fiscal Year by following the designation process identified in Agency Personnel Policy #212-Holiday.

ARTICLE 12. ANNUAL LEAVE

- 12.1 All full-time regular employees shall be eligible for annual leave benefits at their current base pay rate.
- 12.2 Regular full-time employees shall accrue annual leave benefits in accordance with the following schedule, provided that annual leave shall only accrue when an employee is on compensated payroll status:
1. Less than One (1) Year Service. Regular employees will earn annual leave at the rate of two (2) hours per forty (40) hour week paid, for the first (1st) year of employment
 2. Beginning the Second (2nd) Year of Employment. Beginning the second (2nd) year of employment, regular employees will earn annual leave at the rate of two and one-half (2 ½) hours per forty (40) hour week paid.
 3. Beginning the Thirteenth (13th) Year of Employment. Beginning the thirteenth (13th) year of employment, regular employees will earn annual leave at the rate of two and three-fourths (2 ¾) hours per forty (40) hour week paid.
 4. Regular employees paid for less than eighty (80) hours in any two (2) week period shall have annual leave rate decreased accordingly (pro rata basis).
- 12.3 Leave requests shall be granted in accordance with current agency practice. Annual leave in increments of more than eight (8) hours require the approval of both the supervisor and the Department Director. Annual leave of eight (8) hours or less shall be called in to the central office by the employee at the beginning of the leave.

All leave without pay or personal leave will require Department Director and Executive Director approval. Failure to comply with established procedure or to provide proper (correct) paperwork for all types of leave by the end of the pay period in which the leave falls will result in the loss of the leave hours as well as the pay for those hours. The advance notice requirements may be waived if, in the judgment of the Department Director, the leave will not cause undue inconvenience to the Employer. When it is necessary for the Employer to disapprove annual leave requests because the number of employees requesting leave exceeds the number of employees the Employer determines it possible to grant annual leave at one time, the Employer shall grant such requests on the basis of seniority. Seniority to be a tiebreaker in cases of multiple annual leave requests for the same time period.

- 12.3.1 Upon complete termination of employment, regular employees shall be paid for the unused accumulated annual leave to their credit. Any annual leave severance due to a terminating employee shall be paid at the employee's base rate at the time of termination. There shall be no annual leave close out payment for staff not completing provisional status. Unused annual leave paid due to separation shall not exceed that which may be earned within one (1) year period.
- 12.3.2 Employees shall not be entitled to receive cash payment in lieu of leave for unused accumulated annual leave hours except upon mutual agreement of Employer and the Union.
- 12.4 Conversion of Sick leave: Employees may convert accumulated annual leave to sick leave, provided all sick leave shall benefits have been exhausted. Annual leave benefits converted to sick leave shall be subject to the same conditions regulating the use of sick leave.
- 12.5 Accumulated annual leave shall not exceed a maximum of one hundred sixty (160) hours on September 30th of each year.

ARTICLE 13. SICK LEAVE

- 13.1 Accrual Rate: Sick Leave shall be earned by full-time regular employees at the rate of four (4) hours per eighty (80) hour pay period, pro-rated based upon actual hours worked. Sick leave benefits, when authorized, shall be paid at the employee's current base pay rate.
- 13.2 Maximum Accumulation: Unused earned sick leave may be accumulated to a maximum of seven hundred twenty (720) hours.
- 13.3 Use: Accrued sick leave may be used for illness, injury, medical, dental, optical, or because of exposure to contagious disease where the health of other employees or clients endangered by reporting to work. Pursuant to Minn. Stat. Section 181.9413, "an employee may use personal sick leave benefits provided by the employer for absence due to an illness of or injury to the employee's child, as defined in section 181.940, sub division 4, adult child, spouse, sibling, parent, grandparent, stepparent, grandchildren, father-in-law, or mother-in-law for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury." The employer may limit the use of the employee's personal sick leave benefits for absences due to an illness or injury to the employee's adult child, spouse, sibling, parent, grandparent, stepparent, grandchildren, father-in-law, or mother-in-law to no less than 160 hours during the Agency's Fiscal Year. In that event, the employee may utilize unpaid leave for the balance of the qualifying leave period. This limitation does not apply to absences due to the illness or injury of a child as defined in Minn. Section 181.940, subd. 4. "Child" includes a stepchild and a biological, adopted, and foster child.

13.4 Approval and Verification of Sick Leave: Sick Leave Usage shall be subject to approval and verification by the Employer. After an Employee is absent for three (3) or more consecutive days, the Employer may require the employee to furnish a report from a recognized medical authority attesting the necessity of the leave. The Employer may also request verification if there is an indication of misuse of sick leave on the part of the Employee.

The Employer reserves the right to send an objectively ill employee home where the health of other employees or clients may be at risk by the employee remaining at work. In that event the employee shall be eligible to use sick leave, annual leave if no sick leave is available, or unpaid leave. However, if within 24 hours of the time the employee is sent home, the employee obtains and provides to the Employer, medical certification that they were not sick on the day they were sent home, the Employer will pay the doctor's visit co-pay and reinstate the employee's leave time.

13.5 Notification: To be eligible for sick leave payment, an employee must notify the central office as soon as possible following the start of the scheduled work day or commencement of the leave. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee. The central office shall contact and notify parents/clients.

13.6 Return to Work: The Employer may require an employee who is absent from duty to undergo medical evaluation and furnish a return to work statement from an appropriate medical authority, that will enable the Employer to determine the employee's fitness for performance of his/her duties. When it is determined that the employee's absence from duty is unnecessary, the Employer may require the employee to either return to work or resign. If the Employer requires an employee to undergo a medical evaluation and furnish a return to work statement, the Employer shall pay the employee's copay for the doctor's visit, if a doctor's visit is required to obtain the statement

13.7 Employee disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illness in connection with employment.

13.8 Coordination with Worker's Compensation: Any employee who by reason of sickness or injury receives Worker's Compensation benefits may receive from the Employer additional differential benefit from the employee's accumulated sick leave but the total weekly compensation including sick leave and compensation benefits shall not exceed the weekly base rate of the employee.

13.9 Conversion of Sick Leave to Personal Leave. Eligible employees shall be allowed to utilize accumulated sick leave as personal leave under the following criteria:

1 st year employee	One (1) regularly scheduled workday
2 nd year employee	Two (2) regularly scheduled workdays
3 rd year or more	Three (3) regularly scheduled workdays

Sick leave utilized as personal days will be approved only in full workday periods. Accumulated sick leave utilized as personal time shall reduce the accumulated sick leave on a 2-to-1 ratio.

If any employee separates, no sick leave that has been accrued will be paid.

Conversion of sick leave to personal leave time is subject to approval by the employee's Department Director and Executive Director. Conversion is not automatic; it is based on individual requests.—As of September 30th of each year, personal days are returned to zero (0).

ARTICLE 14. LEAVE OF ABSENCE

- 14.1 General Conditions: To the extent possible, requests for leave shall be made by employees prior to the beginning of the periods of absence, and no payment for any absence shall be made until the leave is properly approved. An employee on an approved leave of absence may cancel the leave and return to work early with the approval of the Employer. The Employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the Employer finds the employee is using the leave for purposes other than those specified at the time of approval.
- 14.2 The Employer shall continue to pay its share of insurance benefits as provided by Article XVI, for regular employees on leave of absence with pay and for employees on an unpaid leave of absence under the Family Medical Leave Act. Regular employees on leave of absence without pay who are eligible to participate in the health insurance coverage and who choose to participate while on leave shall be able to do so, but shall pay the full premium costs of such coverage where such leave extends beyond two (2) calendar weeks. Regular employees on leave without pay status due to full utilization of accrued annual leave and sick leave due to illness shall become responsible for the group health care premium payment at the end of the month in which ninety (90) calendar day's absence follows utilization of annual and sick leave time.
- 14.3 Seniority: Employees on approved leaves of absence without pay shall retain Service, and Classification seniority, Employees on leave without pay shall retain all unused, accrued annual leave and sick leave, but shall not accrue additional annual leave and sick leave during their leave and may not utilize such benefits during the period of leave.
- 14.4 Return to Work. Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or, in the event that the position is eliminated, in a comparable position. An employee returning from leave without pay shall be reinstated at the level of the salary schedule where he/she was when the leave began, with any adjustment added to the schedule during his/her leave. However, unpaid leave time shall not be credited toward length of service required to complete a provisional period.

- 14.5 Requests for leave shall be answered within a reasonable time from the date of the leave requests.
- 14.6 **Funeral Leave:** Leave with pay, not deducted from sick leave, to a maximum of three (3) work days shall be granted upon the occasion of the death of a member of the employee's immediate family which is defined as mother, father, legal step-parent, sister, brother, wife, husband, son, or daughter, grandparents, mother-in-law, father-in-law, legal stepchild and grandchild. For purposes of this section a workday shall be defined as the normal length of scheduled work hour per day. Two (2) additional workdays with pay may be allowed in accordance with the terms of the Lakes and Pine's Personnel Policies.
- 14.7 **Jury Duty:** Employees shall be granted a leave of absence anytime they are required to report for jury duty or jury service. Employees shall be compensated at their regular wage for each day of jury duty. Such employees, so compensated, shall not be eligible to retain jury duty pay and shall turn any such pay received over to the Employer. The Employee is entitled to retain all mileage/expense reimbursement paid for jury duty. If any employee is excused from jury duty before the end of his/her work shift, the employee shall return to work as directed by the Employer or make arrangements for a leave of absence.
- 14.8 **Unpaid Military Leave:** Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service without loss of seniority in accordance with applicable law.
- 14.9 **Unpaid Sick Leave:** Unpaid leaves of absence may be granted for illness (physical or mental disability) in accordance with the Family Medical Leave Act. Additional leave may be granted at the sole discretion of the Executive Director.
- 14.10 **Leave of Absence Without Pay-Parental Leave and Maternity Leave:**
Parental Leave- (Maternity, paternity or adoption) The Employer shall grant the employee parental leave of absence without pay for a period not to exceed twelve (12) weeks.

Employees who have at least one (1) year of service to the Agency may be granted an extension of parental leave amounting up to an additional eighteen (18) weeks at the discretion of the Employer.

Maternity leave as a type of parental leave is leave without pay; however, accumulated sick and/or annual leave may be utilized during the maternity leave period. Sick leave or annual leave utilized during maternity leave period shall not accrue additional sick leave or annual leave time after the actual period of disability. No holiday benefits may be granted after the actual period of disability.

- 14.11 **Union Leave:** Upon written request of the Union a leave of absence without pay shall be granted to employees elected to AFSCME 65 Executive Office, AFSCME International Executive Office, or as delegates to the Council 65 or International sponsored conventions, for a period limited to no more than ten (10) days in a calendar year, provided such leave will not unduly interfere with the operations of the department.
- 14.12 **Leaves Without Pay:** At the discretion of the Employer, a leave of absence without pay for reasons other than disability may be granted to an employee requesting such leave in writing, provided that all accumulated annual leave is utilized prior to leave without pay status.
- 14.13 **Absence Without Leave:** Any absence of an employee from scheduled duty that is not promptly reported to and authorized by the Employer shall be deemed an absence without leave Any employee absent without leave will be subject to disciplinary action and any employee absent without leave for sixteen (16) consecutive hours shall be deemed to have resigned his/her employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence, if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE 15. ALLOWANCES

- 15.1 **Automobile Allowance:** Employees required by the Employer to use their personal cars while engaged in work shall be entitled to reimbursement at the rate established by the Board of Directors. Employees are not required to use their personal cars to transport children.
- 15.2 **Staff Development:** As per Agency Personnel Policies.

ARTILCE 16. INSURANCE AND FLEXIBLE BENEIFTS

- 16.1 **Insurance:** The Employer agrees to provide insurance coverage in accordance with the terms of the Lakes and Pine's Personnel Policies.
- 16.2 **Leave of Absence:** Employees enrolled in the group insurance program who are on leave without pay status for other than health related reasons shall be responsible for all group insurance premium payments where such leave extends beyond two weeks, except in those instances covered by the Family & Medical Leave Act of 1993.
- 16.3 **Flexible Benefits:** The Employer agrees to allow the Bargaining Unit employees to enroll in the flexible benefit Premium Only Plan. Participation in the flexible benefit Premium Only Plan is strictly optional and must comply with the Section 125 Plan contract held by the Employer and the insurance carrier.
- 16.4 **Retirement Plan:** Bargaining Unit employees will be allowed to participate in the Agency's Retirement Plan providing that Plan participation requirements are met.

ARTICLE 17. GRIEVANCE PROCEDURE

- 17.1 **Definition of a Grievance:** A grievance is defined as a dispute or a disagreement as to the interpretation or application of the specific terms or conditions of this Agreement. Provisional status personnel do not have the rights prescribed within the grievance procedure for purposes of discharge.
- 17.2 **Representatives:** The Employer will recognize representatives of the Bargaining Unit having the duties and responsibilities established by this Article. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours.
- 17.3 **Procedure:** Grievances, as defined by Section 17.1, shall be resolved in conformance with the following procedure:

Step 1, Department Director: An employee claiming a violation concerning the interpretation or application of this contract shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's Department Director. The Department Director will discuss and give an answer to such Step 1 grievance within fourteen (14) calendar days after receipt. A grievance must be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, and the remedy requested. If appealed to Step 2, the grievance must be appealed within fourteen (14) calendar days after the Department Director's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fourteen (14) calendar days shall be considered waived.

Step 2, Executive Director: If appealed, the written grievance shall be presented to the Union and discussed with the Executive Director or his designee. The Executive Director or his designee shall give the Union the Employer's Step 2 answer in writing within fourteen (14) calendar days after receipt of such grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the Executive Director or his/her designee's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fourteen (14) calendar days shall be considered waived.

Step 3, Board of Directors: If appealed, the written grievance shall be presented by the Union and discussed with the Board of Directors or its designee. The Board, or its designee, shall give the Union the Employer's answer in writing within fourteen (14) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be applied to Step 4 within fourteen (14) calendar days following the Board's or its

designee's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within fourteen (14) calendar days shall be considered waived.

Step 4, Arbitration: A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration. The parties shall attempt to select an arbitrator within fourteen (14) calendar days after receipt of the Step 4 appeal. If the parties fail to select an arbitrator, the State Bureau of Mediation Services shall be requested to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to alternatively strike two (2) names from the panel. The parties shall by flip of a coin determine who shall strike first and then shall alternate until one (1) name remains who shall be the arbitrator.

- 17.4 **Arbitrator's Authority:** The arbitrators shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator shall submit the decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.
- 17.5 **Arbitrator's Fees:** The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.
- 17.6 **Waiver:** If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit of each Step may be extended by mutual written agreement of the Employer and Union.
- 17.7 **Choice of Remedy:** If, as a result of the written Employer's response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required provisional period, the grievance may be appealed either to Step 4, or a procedure such as Human Rights. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure other than Step 4. The aggrieved employee shall indicate in

writing which procedure is to be utilized, Step 4, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making subsequent appeal through Step. 4.

ARTICLE 18. COMPENSATION

- 18.1 Upon written request of the Union, the second and third year of the contract shall be reopened for salary negotiations to allow the Employer to provide federally funded Cost of Living Adjustments (COLA) as provided and directed by the program funding source. Negotiations shall begin in January and conclude by March 1 of each program year.
- 18.2 Pay Promotion: Effective with the first payroll period after promotion or reclassification to a higher salary range, an employee shall be paid at the step of salary range for his/her new classification that reflects a salary increase.
- 18.3 Wage Differential for Education
- 18.3.1 Head Start employees whose positions (job descriptions) require successful completion of a four-year degree in a degree area identified by the Employer as fully applicable to the job requirements, shall, when verified, receive a \$1.00 per hour increase effective the date degree requirements are deemed met by the Employer.
- 18.3.2 Head Start employees whose positions (job descriptions) require successful and completion of a two-year degree in a degree area identified by the Employer as fully applicable to the job requirements shall, when verified, receive a \$0.25 per hour increase effective the date degree requirements are deemed met by the Employer.
- 18.3.3 Head Start employees whose positions (job descriptions) identify a "prefer degree or credential" in a degree area or credential identified by the Employer as fully applicable to the job requirements, shall, when verified, receive a \$0.10 per hour increase effective the date the preferred degree or credential criteria are deemed met by the Employer.
- 18.4 Pay periods shall be two (2) weeks in length.
- 18.5 Work-out-of-Classification: An employee, other than an employee classified as a Trainee, who is specifically assigned to perform work in a higher job classification for more than two (2) consecutive work days shall receive the higher rate for all hours worked in that classification.

[Remainder of this page left intentionally blank]

ARTICLE 19. DISCIPLINE

19.1 Employees shall be disciplined or discharged only for just cause. Discipline shall be in one (1) or more of the following forms but does not need to be progressive:

1. Oral Warning (not subject to the grievance procedure, mediation or arbitration)
The employee may have up to 14 calendar days to request a Union represented meeting and/or respond in writing to an oral warning. The employee's written response shall be maintained in their Personnel File.
2. Written Warning
3. Demotion (subject to grievance procedure)
4. Suspension Without Pay
5. Discharge

19.2 An employee shall be given a copy of any written entry to his/her personnel file, which is the result of any disciplinary action and shall be allowed to respond thereto. In addition, any employee shall be allowed to review his/her personnel file and all documents therein at reasonable times and under conditions determined by the Employer. An employee reimburses the Employer for the reasonable costs of producing it.

Any disciplinary action or measure imposed upon a regular employee may be processed as a grievance through the regular grievance procedure.

19.3 An employee shall be allowed Union representation at any step of the discipline procedure or any investigation, which could lead to disciplinary action. The Employer shall have no obligation to inform employees of this right.

19.4 Employees who are suspended or discharged shall be notified in writing.

ARTICLE 20. NON-DISCRIMINATION

20.1 The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, religion, creed, or national origin or status with regard to public assistance. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

20.2 All reference to employees in this Agreement designate both sexes, wherever the male gender is used, it shall be construed to include male and female employees.

20.3 The Employer and the Union agree not to interfere with the rights of the employees to become members or non-members of the Union, and there shall be no discrimination by the Employer or any employee representatives against an employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union.

ARTICLE 21. WORK RULES

21.1 The Employer may issue work rules. The Employer shall notify the Union in writing of any changes in work rules ten (10) days prior to the work rule taking effect. No work rule shall, in any way, conflict with this Agreement.

ARTICLE 22. MUTUAL CONSENT

22.1 This Agreement may be amended at any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE 23. SAVINGS CLAUSE

23.1 Should any article, section or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only the specific article, section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to negotiate as soon as practicable a substitute for the invalidated article, section or portion thereof.

ARTICLE 24. RIGHT OF SUBCONTRACT

24.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement.

24.2 In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the elimination of positions.

ARTICLE 25. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

25.1 This Agreement shall represent the complete Agreement between the Union and Employer.

25.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the

Employer and the Union, 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 subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

ARTICLE 26. TERM OF AGREEMENT

This Agreement shall be in full force and effect from October 1, 2016 through September 30, 2019.

In witness thereof, the parties have caused this Agreement to be executed.

LAKES AND PINES
COMMUNITY ACTION
COUNCIL, INC.

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, COUNCIL 65


Chairperson, Board of Directors 2-10-17
Date


Bargaining Committee Member 2/7/17
Date


Bargaining Committee Member 2/7/17
Date


Executive Director 2-9-17
Date


AFSCME Staff Representative 2/7/17
Date

**Memorandum of Understanding between Lakes and Pines CAC, Inc. and Council
65, American Federation of State, County and Municipal Employees, AFL-CIO
August 1, 2017 COLA Increase**

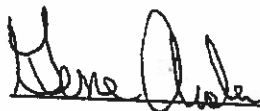
Based on the Office of Head Starts Approval of the Funding Application for Federal COLA for Grant Year 2017-2018 Lakes and Pines CAC, Inc. will provide an increase of 1% to current staff's current hourly rate of pay starting August 1st, 2017, the beginning of the Federal Early Head Start/Head Start Grant year. Staff that have left Lakes and Pines CAC, Inc. after August 1st, 2017 will be reimbursed the portion of pay they did not receive for the hours worked during the time period they worked after August 1st and the date they were no longer employed by Lakes and Pines CAC, Inc. Lakes and Pines will also be increasing the number of hours worked by the 0-5 Home Visitors from 1, 920 hours per year to 2,000 hours per year. Pay and hours worked are based on programmatic need and the availability of funds.

Under the Head Start Act Lakes and Pines is also required to increase the base hourly rates for each position.

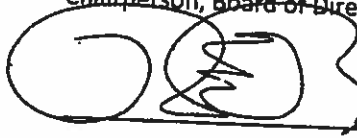
Job Title	Current Hourly Rate	Current Hourly Rate With 1% Increase
0-5 Home Visitor	\$13.50	\$13.64
Assistant Teachers	\$13.00	\$13.13
Classroom Teachers at Stand Alone Sites	\$13.70	\$13.84
Classroom Teachers at Child Care Sites	\$13.25	\$13.38
Combination Teachers	\$13.50	\$13.64
Family Advocate	\$13.00	\$13.13

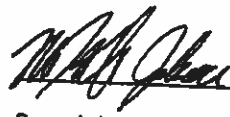
Lakes and Pines Community Action Council, Inc.

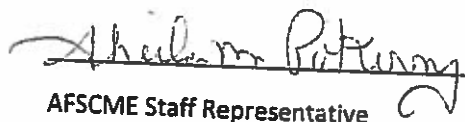
American Federation of State, County,
and Municipal Employees, AFL-CIO,
Council 65


Chairperson, Board of Directors 8/21/17
Date


Bargaining Committee Member 8-21-17
Date


Executive Director 8-16-17
Date


Bargaining Committee Member 8/21/17
Date


AFSCME Staff Representative 8/16/17
Date