

AGREEMENT BETWEEN

FEDERATION OF HEAD START EMPLOYEES

AND

CAPITAL REGION EDUCATIONAL SERVICE DISTRICT 113

2021/2024

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ARTICLE I

Section 1 - Recognition

The Capital Region Educational Service District 113, ("Employer") recognizes the Federation of Head Start Employees, Local 6153, AFT Washington, AFL/CIO ("Federation") as the exclusive bargaining agent for the Employer's Early Learning employees as certified in PERC case number 15604-E-01-02593.

The Union has the right and responsibility to represent the interests of all employees in the unit; to present its views to the employer on matters of concern, either orally or in writing; and to enter negotiations with the objective of reaching an agreement applicable to all employees within the bargaining unit. The bargaining unit includes all regular employees in the positions listed on the attached salary schedule (Appendix A), whether or not those employees pay dues. Excluded are all other employees.

Section 2 - Dues Deduction

Each employee subject to this Agreement, who on September 1, 2013 is a member of the Union shall maintain membership in the Union during the period of this Agreement or until they have given notice to the Union in writing of a change in status, and the Union has notified the Employer in writing.

Employees who are not members of the Union on said date will not be required to join the Union. If such employees terminate employment for any reason, and return to employment at a later date, they will be in the same status as a new employee for the purposes of this Article.

Employees hired after said date may join the Union and pay dues that will be deducted from their salaries and paid to the Union. The dues amount will be determined by the Union and communicated to the Capital Region ESD 113 Business Office in writing.

New employees may join the union at the end of their ninety calendar day probationary period. The payroll deduction will begin on the first pay date after written authorization has been received by the Capital Region ESD 113 Business Office.

The employer shall deduct Union dues from the pay of any employee who authorizes such deduction in writing. The Employer shall transmit all such funds deducted to the Treasurer of the Union on a monthly basis.

The Capital Region ESD 113 shall provide the Union a list of new bargaining unit employees each month.

The Capital Region ESD 113 will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

The Union will indemnify and hold harmless the Employer against any claims made and any suits instituted against the Employer as a result of this article.

Section 3 - Bulletin Boards

The Federation shall have the right to post lawful, official notices of its activities and matters of Federation concern on bulletin boards located, designated and provided by the Employer at each center, including the transportation facility.

Section 4 - Use of Capital Region ESD 113/Early Learning Facilities

During non-work hours the Federation shall have the right to schedule the use of the Employer's designated buildings to transact lawful Federation business, provided that normal scheduling policies and procedures are followed. During work hours, Federation representatives may use designated areas of the Employer's facilities to meet with employees during their lunch periods and break times so long as the meetings are not disruptive to the educational process. Prior to meeting with employees, Federation representatives must make the Center Director aware of their desire to use employer facilities.

The Union shall be permitted use of employee mailboxes and email system for the use of meeting notices and memos of general information providing such use follows established Capital Region ESD 113 and Sound to Harbor Early Learning policies and procedures. A copy of all "bulk" mailings, email notices and memos of general information shall be provided to the Assistant Superintendent of Early Learning.

Agency resources that have a cost attached to them such as, but not limited to, fax machines, telephones, copiers, printers, and staff paid time shall not be used for conducting union business except as otherwise addressed in this Agreement.

Section 5 - Meetings between Union Representatives and the Employer

The Employer will pay wages and mileage for Federation Executive Board members' attendance at regular Labor/Management meetings.

Employees representing the union will be on paid status to attend investigatory, disciplinary and grievance meetings scheduled by management. Mileage for such participation will be paid by the Union. Union members assigned to the negotiation team will be on paid time if the meetings occur during their scheduled work calendar and hours. Mileage for such participation will be paid by the Union.

During work hours, Site Representatives shall have the opportunity to meet and confer with the Employer on a mutually agreeable basis, without loss of pay.

Section 6 - Union Release

The President of the Federation, local Federation representatives and/or any local state or national officers will be provided time off with pay to a maximum of a combined total of four (4) days per program year to attend state and/or national meetings and/or conferences of the Federation's local affiliates. No one member shall take more than two (2) days total per year nor more than two (2) consecutive days for any one event. Prior notification of absence for union meetings/conferences must be made by the employee with the employee's supervisor. No two employees from the same center may use union release on the same date. There may be exceptional circumstances when the supervisor would need to deny a request for union release. The union will reimburse the employer for the cost of a substitute if one is used.

Section 7 - Copies of Agreement

The Employer agrees to provide new employees a copy of this agreement upon hire in a mutually agreed upon

format. Human Resources shall distribute one, fully executed contract to the President of the Federation of Head Start employees upon the conclusion of the negotiations of that said contract. One copy will be distributed to each center and posted on the Sound to Harbor webpage.

Section 8 - Political Activities

The Federation agrees that none of the rights and privileges resulting from this article shall be used directly or indirectly for political activities prohibited by statute.

Section 9 - Laws

Nothing contained herein shall be construed to deny, restrict, or diminish any rights an employee may have under the laws of the State of Washington and of the United States or other applicable regulations. The terms of this agreement supersede any rules, regulations, policies, or practices of the Employer which are contrary to or inconsistent with its terms. Should any portion of this agreement be identified as being contrary to law by any court or administrative agency, said portion of the agreement shall be considered as deleted from the agreement. Any such portion of the agreement may be opened for negotiations if requested by the Employer or the Federation. It is agreed that bargaining unit work currently committed to partnering/contracting may be continued at the discretion of the Employer.

Section 10 - Personnel Files

Copies of materials in official personnel files shall be confidential and shall be restricted for use to formal institutional meetings, normal administrative requirements, except to the extent that disclosure is otherwise required by law.

Excluding credential, fingerprint results and confidential recommendations from previous employers, employees, or their designee, shall have access to all material in their personnel files during normal business hours at a time and place agreed upon by the employee and employer representative. An employee shall be notified of a request, either oral or written, for access to their personnel files except when considered by the Employer to be a request for public records under the Public Records Act, Chapter 42.56 RCW.

Except for employee evaluations, employees shall have the right to request in writing to the Human Resources Director for the removal of disciplinary materials after such material has been in the personnel file twelve (12) months from the document date for verbal warnings and twenty-four (24) months from the document date for written reprimands provided there have been no other incidents/violations of a similar nature during that period. However, the Employer is not required to remove such disciplinary material if the Employer, after consultation with the Federation, believes it is still relevant. The Human Resources Director shall issue a written decision, including an explanation as to the reasons for the determination, within twenty-four (24) calendar days of receipt of any such request.

The only official personnel files shall be maintained by the Employer's Human Resource Office and shall contain all state and federally required personnel documents. TB screening results or any other medical information and proof of citizenship will be kept in a separate file. Notwithstanding the foregoing, the parties acknowledge that state law (WAC 170-295-7050) requires that certain personnel file information for individual employees also be maintained by the Employer at all centers where an employee is assigned to work.

ARTICLE II

Section 1-Hours of Work

All represented Early Learning employees will be provided an individual work calendar at the beginning of each program year. All represented Early Learning employees will be employed on an hourly basis. The normal work week will be Monday through Friday. Time worked is to be reported and paid in actual minutes.

The Supervisor/designee may authorize employees to work hours that were not initially scheduled on their work calendar. These hours are identified as additional hours and the employee whose calendar schedule has changed is to be given the first opportunity to work the additional hours; if the employee cannot then it will go by seniority of employees who can do the assigned work and hours. Seniority for the purpose of offering additional work days or hours means the earlier start date as a regular employee for employees doing substantially similar work at the affected location (i.e., seniority by position by center/location). Periodically, the employer may provide additional hours of work for group training/professional development classes or activities. When attendance/participation is required, at least thirty (30) calendar days' advance notice will be provided.

Occasionally, the employee's work schedule may be changed by the employer to accommodate evening meetings or other events. In such cases, the employee's work schedule will be adjusted by the supervisor after consultation with employees, at least one week in advance. An exception to this one week notice requirement may be made in emergency circumstances during that week. Extra hours subject to overtime will be paid at the overtime rate or at compensatory time off as per Article II, Section 5.

Section 2 - Working Out of Classification

Teacher Assistants who are assigned to fill in for the classroom teacher and who remain in that assignment five (5) or more consecutive work days will receive compensation on the sixth consecutive day retroactive back to the first day of the assignment and each consecutive day thereafter at the higher classification until such time as the assignment is ended. The employee's supervisor will inform the Fiscal Coordinator of the changed assignment.

With the exception of a Teacher's Assistant, employees requested to work in an assignment at a higher classification for the majority of their scheduled day shall receive compensation at Step 1 of the higher classification unless it results in a reduction in pay. In that case, the employee will be paid at Step 2 of the higher classification. In cases where the necessary work cannot be fulfilled by temporarily having other personnel perform the tasks in a work day, then a substitute replacement will be sought to perform the duties. Employees requested to work at a higher classification outside of the bargaining unit for a significant portion (four (4) or more hours) of their scheduled day and who remain in that assignment five (5) or more consecutive work days will receive compensation on the sixth consecutive day retroactive back to the first day of the assignment and each consecutive day thereafter at the starting salary of that position until such time as the assignment is ended. The employee's supervisor will inform the Fiscal Coordinator of the changed assignment.

Employees who are assigned to work in a different classification during a time period that they are not scheduled to work will be paid at Step 1 for the position they are filling and will report the hours and position they filled on their timesheet.

Section 3 – Center Director Designee

The Early Learning Program recognizes that the Center Director may from time to time be absent from the center in the course of their professional duties or for other reasons. Therefore, Early Learning authorizes the designation of Center Director Designee in order to maintain communications and continuity of center operations. The Center Director Designee will be aware of emergency procedures and reporting protocols to address time sensitive needs in the absence of the Center Director.

The delegation of center site duties by the Center Director to the Center Director Designee shall not relieve the Center Director of the responsibility for actions by the Center Director Designee.

The Center Director Designee will be appointed at the beginning of the year by the Center Director and will be provided training on their roles and expectations. The Center Director can change the Center Director Designee at their discretion. The Center Director Designee may also choose to end their designee status with at least two weeks' notice.

A monthly stipend in the amount of \$100 will be provided to the Center Director Designee during regular center operations.

Section 4 - Absences from Work

If an employee becomes ill or for any other reason cannot report to work, the employee must contact the supervisor first, and if unsuccessful in reaching the supervisor, then contact the designee, no later than one hour prior to their scheduled work shift.

In the event that the supervisor or designee cannot be reached, the employee will leave a message at their center.

At the beginning of each program year, the supervisor will identify the designee and inform staff in writing of that designation.

The employee must speak to the supervisor first, or designee (if supervisor is unavailable) on a daily basis to inform them of their status before the center closes, when off work due to illness, accident or other unplanned absences, unless the employee has pre-authorized a specified length of absence with their supervisor. For every absence of more than four (4) consecutive days, the employee will be required to furnish medical verification of the illness or injury.

An employee who has not reported to their supervisor within three consecutive working days from the first date of absence shall be considered to have abandoned the employee's position and is subject to termination. An exception may be made if the agency determines that special circumstances existed to justify the failure to notify.

Section 5 - Breaks

Employees shall be allowed a meal period of at least 30 minutes which commences no less than two hours nor more than five hours from the beginning of the shift as practicable. Meal periods shall be on the employer's time when the employee is required by the employer to remain on duty, on the premises, or at a prescribed work site in the interest of the employer.

No employee shall be required to work more than five and one-half consecutive hours without a meal period.

Employees working three or more hours longer than a normal work day shall be allowed at least one 30-minute meal period prior to or during the overtime period.

As practicable, employees shall be allowed a rest period of not less than 15 minutes, on the employer's time, for each 4 hours of working time; and rest periods should be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period.

Employees with approval of the supervisor may combine their rest period and meal period in order to maintain staffing in the classroom. In this situation, the three hour rest period rule described above does not apply. The 15 minute rest period is on paid time, requiring the employee to be available as needed. It is expected that the combination of rest period and meal period is an anomaly.

Where the nature of the work allows employees to take intermittent rest periods equivalent to 15 minutes for each 4 hours worked, scheduled rest periods are not required.

Section 6 - Overtime Work

When employees are directed to work more than 40 hours in a regular workweek, they may choose payment at one and one-half times (1 and 1/2) the employee's regular hourly rate for each hour (or part of an hour) worked in excess of 40 hours that week or compensatory time off equal to one and one-half times (1 and 1/2) the employee's hours (or part of an hour) worked in excess of 40 hours per week.

Overtime and compensatory time require prior written authorization from the employee's immediate supervisor. Compensatory time shall be taken within the payroll period. If compensatory time is earned too close to the end of the payroll period to be taken, the time shall be paid as overtime pay.

Section 7 - Pay Date

All employees are paid on the last business day of each month.

Section 8 - Compensation

See Salary Schedule Appendix A

Section 9 - Staff Recruitment and Selection

All open bargaining unit positions will be posted for a minimum of ten (10) calendar days. Posting information will be available online. Current employees who are interested in applying for a position including lateral moves are required to complete the online application process. Employees who apply for a bargaining unit position and meet minimum qualifications for the position with a current employment application will be offered an interview. If two or more applicants are considered equally qualified for the same position, a seniority preference based on hire date as a regular employee with the program will be applied.

Vacant positions are filled for a specific center, not a specific team or schedule. Periodically, team assignments will be reviewed and potentially changed with input from affected employees.

When a recruitment results in an insufficient labor pool, an employee may be hired who doesn't meet required minimum qualifications. A written agreement will be developed and a timeline established to assist the

employee in meeting the requirements needed. Failure to achieve the requirement(s) within the established timeline will result in termination. An employee's failure to renew and/or maintain requirements for the position may result in their termination.

Section 10 - Reduction in Force (RIF)

When program-wide changes necessitate a reduction in force, the reduction will be implemented program-wide. When program changes or funding changes occur within one center or a limited geographical area, the reduction in force will be limited to the affected center/geographical area. The steps listed below will be implemented for all reduction in force situations.

- a) Retention will be based on seniority from date of hire as a regular employee in the program provided qualifications for the position are met.
- b) Employees can be placed into any open position they have previously held and moves can occur within the entire program. If more than one position is available, employees shall be given all available options. If the position is the same as the employee's current position, employees may select or be placed in an open position with more or fewer hours than their current position. During recall or reassignment, employees will not be required to accept a position greater than 20 miles from their most current work site; and if they do not accept such a position will still remain on the recall/reassignment list.
- c) Centers receiving affected employees will have input into the decision. When two or more equally qualified employees with equal seniority request the same open position, the supervisor of that center will decide which candidate is the most appropriate based on the various needs of the center.
- d) Employees who have been laid off and not placed in a position will be notified that available positions are posted online and that they will have priority over applicants if applying and qualified. This right to priority consideration shall continue for one year following the employee's layoff.

ARTICLE III

Section 1 - Disciplinary Action

All disciplinary actions shall be for just cause except during the 90-day probationary period during which time the employee may be terminated at the discretion of the employer. Breaks of 14 consecutive days or more of non-work time are excluded from the calculation of 90 calendar days. Substitute employees, upon being hired as regular employees, are also subject to this probationary period of employment.

For non-probationary employees, unless it is an issue related to child or employee safety, licensing, or other extreme circumstances, the employer will use progressive discipline which includes documented verbal warnings, written reprimands, suspensions or other actions less than termination such as demotions, and termination.

Employees shall be entitled to have a representative of the Federation present during meetings with the Employer that could reasonably lead to disciplinary action against the employee.

The union shall provide Human Resources with a current list of trained representatives and Executive Board Members.

The Human Resources Department will contact the Executive Board member to inform them of the employee's name and the initial meeting scheduled.

A minimum of forty-eight (48) hours' notice will be given to an employee unless it is an issue related to child or employee safety, licensing, or other extreme circumstances, in which case the meeting will be held as soon as possible. Such meetings will be held with the Federation present; and if the parties cannot meet immediately, the employee being investigated may be placed on administrative leave with pay until the investigatory meeting has commenced.

Section 2 - Drug and Alcohol Testing

While at work, an employee may not consume alcohol or unlawful drugs or be under the influence of alcohol or unlawful drugs. A violation of this rule will result in disciplinary action which may include discharge.

All CDL holders are subject to drug and alcohol testing as required by law and the Employer's procedures. All other employees are subject to the following language:

The Capital Region ESD 113 may, with reasonable suspicion, and after notifying a representative of the Federation of Head Start Employees, require testing for evidence of the prohibited use of alcohol, drugs, narcotics, amphetamines, or any other legally controlled substance. The supervisor shall meet with the employee for the purpose of notifying them that reasonable suspicion testing will be required. A representative shall be permitted to attend the meeting with the right to ask questions for the purpose of clarification, but because time is important in alcohol/drug testing, the meeting will not be delayed if the union representative is unable to be present at the specified time for the meeting to begin. The process and standards used for testing for reasonable suspicion will be the same as the process and standards used for CDL holders and the program will cover the cost of the testing. Employees shall be paid for time spent on the testing related procedures, including traveling time to and from the test site. Any employee who received a verified positive result for a drug test and is waiting on the results of a reanalysis of the sample shall be off work and their attendance shall be recorded as "approved absence without pay." In the event the reanalysis of the sample is negative, Capital Region ESD 113 shall reimburse the employee for all such days and their attendance record will be changed to "approved absences with pay."

The following is a list of behaviors that could indicate reasonable suspicion. This list is not meant to be considered "all inclusive."

- a) Unusual behavior observed by the employee's supervisor or team members
- b) Observed alcohol/drug use during work hours
- c) Observations of physical symptoms commonly associated with substance abuse such as:
 - Impairment of motor functions,
 - Slurred speech,
 - Incoherent or irrational mental state,
 - Drowsiness,
 - Smell of alcohol or marijuana,
 - Extreme weight loss,
 - Red eye,
 - Running nose or sniffing,
 - Frequent or extreme mood changes,
 - Lack of physical coordination,
 - Frequent absences or lateness,
 - Unexplained absence from assigned work,
 - Deterioration in dress and/or grooming,

- Deterioration in work performance,
- Other marked, unexplained change in personal behavior.

An employee who refuses to test for reasonable suspicion shall be considered a positive test and will be terminated without any recourse.

Should alcohol or drug testing indicate a positive level of a prohibited substance in an employee's system, Capital Region ESD 113 will have the following options:

1. Discharge the employee; or
2. Provide the employee an opportunity to enter into a Last Chance Agreement. Included in the Last Chance Agreement, the employee will be evaluated by a qualified drug-alcohol counselor to determine the extent of the employee's chemical dependency. If, in the opinion of the counselor, the employee requires rehabilitation services, the employee will be placed on a non-paid leave-of-absence for a period not to exceed ninety (90) days and enroll and complete a certified alcohol and/or drug rehabilitation program. An employee may use accumulated sick leave or annual leave during the ninety (90) day period. If the employee successfully enrolls and completes the program within ninety (90) days, the employee will be reinstated to the employee's former position. Capital Region ESD 113 reserves the right of concurrence on the selection of the rehabilitation counselor, facility and program content.
3. Cost of the rehabilitation program will be paid by the employee or medical insurance provider (within contractual limitation). The employee will submit semi-weekly written progress reports from the employee's counselor during the entire treatment program. The employee may be reinstated to the employee's former position when the following conditions have been met:
 - a) The employee has successfully completed the treatment program; and
 - b) The attending counselor has formally released the employee to return to work; and
 - c) The employee agrees to submit to a random substance abuse testing program.

During the next twelve (12) months following reinstatement, the employee consents to be tested for the presence of alcohol, drugs, and/or controlled substances at any time, with or without cause. Any subsequent violation of this agreement will be grounds for immediate discharge.

For purposes of this Section, a "positive level of a prohibited substance" shall be those identified by DOT regulations, for CDL holders, as requiring suspension from the performance of safety-sensitive functions (e.g., 0.02 or greater blood alcohol concentration for alcohol).

Self-recognized Substance Abuse: Employees with a substance abuse problem must immediately notify their supervisor of their condition. For evaluation purposes, a substance abuse test may be appropriate. If, in the opinion or a qualified drug/alcohol counselor, the employee requires rehabilitation services, the employee will have an option to enroll in a rehabilitation program and be subjected to the guidelines as outlined above. Any employee who complies with the above requirements prior to a violation of this language shall be immediately granted a leave without pay in accordance with the section above.

Section 3 - Grievance Procedure

A grievance is defined for the purposes of this agreement as an allegation by a member of the bargaining unit or the union that the terms of this agreement have been violated. A grievance filed by the union shall cite the name or name(s) of the employee(s) included in the grievance, unless it is a class action on behalf of the unit. If an employee files a grievance without Union representation, the Employer will immediately notify the Union President of the grievance and outcome.

Grievances must be presented using the "Official Notification of Grievance" form, (Appendix B), within thirty (30) workdays from the date the employee, or the union, became aware, or should have been aware, of the occurrence that gave rise to the grievance. A Federation representative shall be permitted to speak for the individual employee if the employee so desires, but the employee is encouraged to be a participant in the meeting. If an employee elects to present their grievance directly to a supervisor or other management representative, the Federation shall nevertheless have the right to be informed and to insure that the terms of this Agreement are honored.

Step 1: The written grievance shall first be taken up by the concerned employee or the Federation representative with the Director of Early Learning and Teaching in an attempt to settle the matter. The Director of Early Learning and Teaching shall meet with the staff member and federation representative in an attempt to resolve the grievance and to learn additional information within ten (10) work days of receipt. The Director of Early Learning and Teaching shall thereafter give the Federation representative and the aggrieved a written decision within twenty (20) work days following said meeting.

Step 2: If the matter is not satisfactorily settled in Step One, the aggrieved employee or Federation representative may, within ten (10) work days of the date the written decision was due, submit the grievance in writing to the Assistant Superintendent, Early Learning/designee. The Assistant Superintendent, Early Learning/designee shall meet with the Federation representative and the aggrieved employee(s) within ten (10) work days after receipt of the written grievance. The Assistant Superintendent, Early Learning/designee shall thereafter give the Federation representative and the aggrieved a written decision within ten (10) work days following said meeting.

Step 3: If the matter is not satisfactorily settled at the preceding step, the aggrieved employee(s) and the Federation of Head Start Employees representative may, within ten (10) work days of the date the written decision was due, forward the grievance to the Superintendent of Capital Region ESD 113 or their designee. The Superintendent/designee shall review the grievance and meet with the concerned employee(s) and the Federation representative within ten (10) work days after receipt of the written grievance. The Superintendent/designee shall thereafter give the Federation representative and the aggrieved a written decision within ten (10) workdays following said meeting.

Step 4: If the matter is not satisfactorily settled at Step 3, and the grievance relates to the interpretation of a specific provision of this agreement as cited on the grievance form at Step One, the Federation may submit the grievance to arbitration pursuant to the terms of this step of the grievance process. To be timely, the Federation must first demand arbitration in writing and submit that demand to the Superintendent within ten (10) work days of the date the written decision was due. A demand for arbitration shall be submitted to the Public Employment Relations Commission (PERC).

PERC shall be requested to submit a list of eleven (11) qualified and approved arbitrators from which the arbitrator shall be selected. If the parties cannot mutually agree upon one of the arbitrators from the list, then

the parties shall use an alternating striking method until only one name remains. The party to strike first shall be determined by lot. The remaining person shall be the duly selected arbitrator.

Arbitration proceedings shall be as established by the applicable Voluntary Rules of the American Arbitration Association. The arbitrator's authority shall be limited to grievances arising from specified provisions of this agreement and the arbitrator shall be without authority to add to, subtract from, or alter any of the terms of this agreement. The arbitrator shall be without authority to make any decision which requires the commission of an act prohibited by law. The decision of the arbitrator on the issues submitted shall be final and binding on the parties.

Each party shall bear its own costs of arbitration, except that the cost of the arbitrator shall be shared equally by the Employer and the Federation.

Section 4 - Evaluations

The performance evaluation process is designed to increase understanding of job role, the standards for work, and to encourage employee development. The evaluation is completed by the employee's immediate supervisor and may be reviewed by the Director. In the event an employee does not agree with their evaluation, the employee has the right to write a rebuttal and have it attached to the front of the evaluation.

Newly hired employees and existing employees in a new job role will be evaluated on or before ninety (90) calendar days from date of employment or promotion to a new position. Breaks of 14 consecutive days or more of non-work time are excluded from the calculation of 90 calendar days. Upon completion of the evaluation, a conference will be held between the employee and evaluator to discuss the evaluation. Upon completion of this conference, the employee and evaluator shall sign and date the evaluation document. Evaluations shall be retained as part of the employee's personnel file.

If an employee is given an evaluation indicating a need for an improvement plan, the supervisor will develop an individualized plan. The plan will address specific deficiencies, employee's responsibilities to show improvement, supervisor's responsibilities to provide assistance, time lines, and criteria to evaluate change or growth.

ARTICLE IV

Section 1 - Civil Leave

Employees who are subpoenaed to appear in court for Capital Region ESD 113, Sound to Harbor Early Learning business-related reasons or are called for jury duty shall receive their regular compensation and, in addition, shall be allowed to retain any compensation received from such court or jury duty; provided, however, that the employee shall notify their supervisor promptly upon receiving the summons or jury duty notification and shall cooperate reasonably with the employer's efforts to minimize the impact of the leave. When/if the employee is released from jury duty or the subpoena with four or more hours remaining before the end of their scheduled workday, the employee shall contact their supervisor to determine whether the employee shall report to work for the balance of the day.

Section 2 - Unauthorized Absence from Work

Except for sick leave, absence from work by any employee(s) not authorized in advance by the Center Director shall automatically be charged to leave without pay. Absence from work not authorized in advance by the Center Director may be grounds for disciplinary action.

Section 3 - Leave Without Pay

In the event an employee is absent from work for illness, injury, etc., and has exhausted available paid leave, such absence shall be considered leave without pay. The appropriate leave request form must be submitted and approved. Requests for leave without pay shall not be considered unless and until the employee has exhausted all other forms of accrued, available leave for which the employee is eligible.

Leave without pay may be allowed if approved by the Superintendent or designee. Length of leave without pay and required conditions for return to employment will be at the discretion of the Capital Region ESD 113 Superintendent. Annual leave and sick leave will not accrue during leave without pay. No seniority or movement on the salary schedule will result from leave without pay. All requests for this leave, (except when occasioned by unanticipated illness or bereavement) must be submitted to the immediate supervisor a minimum of ten working days prior to the date the requested leave is to begin. The leave request must be in writing and contain at a minimum the following: (a) the date the leave is requested (b) the date and time the leave is to begin (c) the date and time the leave is to end, (d) the reason for the leave, (e) the signature of the employee requesting the leave.

Section 4 - Annual Leave

Annual leave shall accumulate according to the schedule (outlined below) during months in which the employee is in paid status ten (10) or more calendar days. Employees are eligible to earn annual leave when their work calendar is 210 days or more per year or after they become eligible to earn annual leave as a result of reaching 210 days via both calendared and non-calendared days (including training days) on which additional hours are worked, bringing their work year to 210 or more days. Credit is not given if employment schedule is less than a 210-day work schedule. The amount of annual leave earned for employees is based on the schedule below and prorated on the number of days worked per year based on a full-time equivalency of 2080 hours.

Accumulated annual leave cannot be transferred to Capital Region ESD 113 from any employer, public or private.

Employees may use their Washington state government, school district, other ESD, OSPI, institutions of higher education, community and technical college; and Head Start, ECEAP, or state funded preschool equivalent experience for placement on the schedule outlined below.

Requests to use annual leave should be submitted as far in advance as possible and must be submitted at least two weeks in advance of the date(s) requested, and they will be prioritized in the order received. Requests will be approved or denied within two weeks of receipt and may be denied, in whole or in part, when the scheduling needs of Capital Region ESD 113 so require.

A maximum of 30 days' annual leave may be accumulated as of the date of the employee's anniversary of employment. Any leave accrued during the year in excess of 30 days and not used by the following anniversary date shall be forfeited, provided, however, that the leave will not be forfeited when the needs of Capital Region ESD 113 prevented the employee from using the leave prior to the forfeiture date. At the time of separation from service or movement to a position that is not eligible to earn annual leave, a maximum of 30 days' annual leave will be cashed out. This includes employees whose calendared days are below 210 but who earned annual leave the prior year because non-calendared days on which they worked additional hours brought them to 210 work days or more. The date of cash out payment will depend on the date of termination, change of position, or

the end of the work year for employees whose additional, non-calendared days brought their work year to 210 or more days.

Annual Leave Schedule:

- 1 year of employment = 12 days per year
- 2 years of employment = 13 days per year
- 3-4 years of employment= 14 days per year
- 5-7 years of employment= 15 days per year
- 8-10 years or employment = 16 days per year
- 11 years of employment = 17 days per year
- 12 years or employment = 18 days per year
- 13 years or employment = 19 days per year
- 14 years of employment = 20 days per year
- 15 years of employment = 21 days per year
- 16 or more years of employment= 22 days per year

Annual leave shall begin to accumulate on the first work day of the month following the employee's employment date.

If an employee becomes ill during annual leave, the annual leave may be changed to sick leave upon return to work and completion of a Leave Request.

Section 5 - Sick Leave

Up to twelve (12) days of sick leave per fiscal year (September 1 - August 31) shall be made available for each regular full-time and part-time employee.

1. Employees will earn one day of sick leave per month that they are in paid work status ten or more days.
2. Employees will earn 1/2 day of sick leave per month that they are in paid work status less than ten days and more than one day.
3. A day is equal to the number of hours in the employee's scheduled workday. If an employee's hours in work days vary, as noted as approximate hours on the employee's Personnel Action Form (PAF), the employee earns sick leave based on the approximate hours reflected on the PAF. The actual hours will be calculated twice in the program year, and the earned sick leave will be adjusted to actual hours worked.
4. Sick leave is credited in the month that it is earned and may be accessed in fifteen (15) minute or longer increments.
5. Sick leave may not be used for annual leave, but annual leave may be used for sick leave.
6. If a previous Capital Region ESD 113 employee is reemployed with Capital Region ESD 113 within five years of the date of separation from Capital Region ESD 113, the previous accumulated sick leave balance shall be reinstated if the employee did not transfer the Capital Region ESD 113 leave balance to another entity.
7. Accumulated sick leave may be used for any of the following reasons:
 - a. Illness, injury, treatment, or preventative health care of the employee or family member as defined in RCW 49.46.210.
 - b. Exposure of the employee to contagious disease when the attendance at work would

- jeopardize the health of others as confirmed by a health care provider.
- c. Pregnancy, childbirth, or adoption of a child.

At the beginning of any period of sick leave, the employee shall phone their immediate supervisor at the earliest possible time prior to the time they are normally scheduled to work but no later than 60 minutes before they are scheduled to report to work. Upon return to work, the employee shall complete a Leave Request.

For every absence of more than four consecutive days, the employee will be required to furnish medical verification of the illness or injury.

Sick Leave Cash out: Accumulated sick leave may be cashed out as provided by applicable laws and regulations.

Section 6 – Voluntary Employee Benefit Association (VEBA)

The employer shall make available to eligible employees a VEBA plan to allow employees, upon separation from service due to retirement or death or eligible annual sick leave cash out, to convert sick leave into a medical reimbursement plan pursuant to applicable WACs, RCWs, and the employer's policy and procedures.

The employer will provide each eligible employee with the paperwork and inform eligible employees of the process for participation in the Plan complying with the applicable law.

Participation in VEBA will automatically renew each year. However, if one or more members are eligible to retire, the union may conduct a vote in October to determine participation for the following year. The union will notify Human Resources in writing by December 31 if they choose not to participate in the VEBA plan the following year.

Section 7 - Bereavement Leave

For the death of an immediate family member, employees shall be entitled to up to three (3) days of paid bereavement leave and may also use up to three (3) days of sick leave if necessary.

For the death of an extended family member, employees shall be entitled to up to one (1) day of paid bereavement leave and may also use up to two (2) days of sick leave if necessary.

If the leave requires travel, an additional two days of accumulated sick leave may be granted by the superintendent or designee.

Definitions:

- Immediate family shall include: spouse, registered domestic partner, children, parents, parent-in-law, grandparents, grandchildren, and siblings of the employee or spouse.
- Extended family includes: other relatives of the employee or members of the employee's household not included in immediate family definition.

Section 8 - Inclement Weather or Emergency Closure Leave

Absence necessitated by inclement weather is to be phoned in no later than 60 minutes before the employee is scheduled to report to work. Upon return to work, the employee shall formally request authorization for absence from work using the Capital Region ESD 113 Employee Access Time Off Request website.

Sound to Harbor Early Learning Center Closure Procedure 302 informs the decision making process regarding the requirement to work or the use of leave during inclement weather and center/facility closures.

If the closure situation requires the use of leave, the order of such leave shall be as follows unless otherwise outlined below:

1. Annual leave (if available)
2. Emergency Leave (Sick Leave)
3. Leave without Pay

Note: personal leave may be used at the employee's discretion, with supervisor approval.

Due to the complexity of the program, center, and employee work calendars, there are seven possible scenarios that may occur around center closures.

1. Closure of the center/facility on a non-child day: If the closure day occurs on a non-child day, all employees will be required to submit a leave request (may use emergency leave). This day will not be made up.
2. Closure of the center/facility on a child day that will be made up later in the school year: classroom, transportation and food service employees will not report to work and are not required to submit leave. Employees scheduled to work more than 179 days/year are expected to work as long as the facility is open, or they may request to use personal or annual leave. Emergency or sick leave is not allowable.
 - a. If the supervisor pre-approves and identifies duties necessary to assist with closing the center/facility, employees will adjust those hours within the same week if possible. If the closure prevents this adjustment in the course of the week, the hours will be paid as "additional hours."
3. The center/facility is open during inclement weather, and the employee requests to leave early or arrive late: Employee must submit request to leave early to their supervisor, and if approved, may either submit an annual leave or personal leave request; or if approved, may adjust hours within the same work week. Emergency or sick leave is not allowable.
4. Children attended class, but the center/facility closes early:
 - a. All employees must leave the center/facility. No one may remain and work in the building.
 - b. If possible, hours may be made up during the same work week; or employee may submit leave request, including emergency leave.
5. Children attended class, but are sent home early. However, the center/facility remains open.
 - a. Employees may choose to stay at the center/facility and finish their regular shift; or they may request to leave early, and submit a leave request. Emergency or sick leave is not allowable. Hours may be adjusted within the work week, if approved by the supervisor.
6. The center/facility opens late on either a child day or a non-child day: All employees are expected to work their regular/routine shift.
 - a. If unable to arrive at the regular/routine time, employee may submit a leave request or arrange to adjust time within the same work week. Emergency leave is not allowable for leaving early. Emergency leave is allowable if the situation causing late arrival fits within the criteria of the policy.
 - b. If unable to arrive at all, employee must submit a leave request.
7. Closure that will not be made up: If the center/facility is open, all employees are expected to work their

regular/routine shift.

- a. If unable to arrive at the regular/routine time, employee may submit a leave request or arrange to adjust time within the same work week.
- b. If unable to arrive at all, employee must submit a leave request.

If the center/facility is closed, see #1.

Section 9 – Holidays

The Employer shall recognize the following holidays as day of center closure:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Day
12. Day before or after Christmas (to be determined by the Superintendent following input from employees)

If a holiday falls on a Saturday, the previous Friday will be taken off; if a holiday falls on a Sunday, the following Monday will be taken off.

Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth Day, Independence Day, and Veterans Day will be paid holidays for employees. Employees working their regular assignment immediately before and immediately after those holidays will be paid for the number of their regularly assigned hours for those holidays.

Section 10 - Personal Leave Day

After the completion of the first 90 calendar days of employment, three paid personal leave days per program year (9/1 - 8/31) will be made available to each regular full-time and part-time employee who does not qualify for accumulation of annual leave. Two paid personal leave days per program year (9/1 - 8/31) will be made available to each regular full-time and part-time employee who does qualify for the accumulation of annual leave. Eligible employees who begin their employment March 1 or later will receive a pro-rated allocation of personal leave after completion of the first 90 calendar days of employment (excluding winter and summer breaks) based upon .50 days per month remaining in the current program year.

Up to one unused personal leave day may be carried over from one program year to the next, for a maximum accumulation of four. Except for this one day of carryover, personal leave days must be used within the program year or are forfeited. Employees have the option of cashing out up to one day of earned personal leave if not used during the program year. Payment would be on the August paycheck. A request to carryover a day of unused personal leave must be received by Payroll on or before August 15th; otherwise the day will be forfeited, or, if eligible, cashed out.

Employees must submit their request for personal leave through the Capital Region ESD 113 online Employee Access system. Use of personal leave at a center may be limited based on need at the center.

Employees are encouraged to give at least two weeks' notice, and those requests received first will be given higher priority. The number of personal leave days approved in June will be limited at the supervisor's discretion based on sufficient staffing.

Employees who have exhausted their sick leave can use their personal leave at any time for sick leave if needed.

Section 11 - Voluntary Shared Leave Program

A Voluntary Shared Leave Program is available to eligible employees.

Section 12 - Other Leaves of Absence

The following leaves are available to eligible employees pursuant to applicable law and Capital Region ESD 113 policies and procedures:

- Military Leave
- Leave for Spouses of Military Personnel
- Pregnancy Disability Leave
- Domestic Violence Leave
- Family Leave (FMLA)
- Paid Family and Medical Leave (PFML)
- Other leaves as required by law

ARTICLE V

Section 1 - Employee Assistance Program

The program offers effective, immediate confidential and free services to employees and household members. The Employee Assistance Program will provide problem-solving resources including confidential assessment, referral and support with emotional and behavioral concerns, job related issues, marital and family problems, financial difficulty and substance abuse.

Section 2 - Tax Sheltered Annuities

Eligible employees may elect to have payroll deductions for a tax sheltered annuity plan with a company of the employee's choice provided the company is approved by the ESD's third-party administrator to do business in the State of Washington through a Washington-licensed agent. Contact the Payroll department for details. In addition, a deferred compensation program is available through the State of Washington. Contact Payroll for details.

Section 3 - Reimbursement for Food Handler's Card

Employer will reimburse the employee for the cost of obtaining a Food Handler's card.

Section 4 - Reimbursement for Required Physical Exams

Employer will reimburse the employee an amount not to exceed \$75 for the employee initial physical. Payment will be based upon Explanation of Benefits for employees with insurance; and receipt for employees without insurance.

ARTICLE VI

Section 1 – General

The Early Learning Program shall provide a safe and healthy environment for children and employees in accordance with all relevant state and federal laws and Early Learning Program policies and procedures. Employees shall follow all relevant Early Learning policies and procedures. Employees shall report conditions they believe to be unsafe in writing to their supervisor and, if they are not resolved to the employee's satisfaction, to the Early Learning Program Safety Committee, with the exception of children exhibiting unsafe behaviors (see subsection 5 below).

Section 2 – Safety Committee

The Early Learning Program will maintain a Safety Committee to collect, review, and address employee safety concerns. The Committee will be comprised of eight members, four to be appointed by the Employer and four to be appointed by the Federation, with one each from among the following classifications: Family Health Advocates; Educational Staff (Teachers or Teacher Assistants); Transportation (Bus Drivers); and Food Services (Cooks). Each member will have a maximum term of one year; however, there is no limit on the number of terms that may be served. The Committee's chair will be appointed by the Assistant Superintendent of Early Learning. The Committee will establish and maintain a meeting schedule with a least quarterly meetings to be held on non-child days and will post minutes to make them available to staff. Members will be released from regular duties to attend Committee meetings and, if travel is required, will be reimbursed based on ESD policy and procedures. Employees attending a Committee meeting outside their scheduled hours of work will be compensated at their regular hourly rate of pay. Meetings shall include discussions of the following:

- Evaluate health and safety concerns brought before the Committee;
- Review of safety and health inspection reports to help correct safety hazards;
- Review investigations conducted since the last meeting to determine if unsafe situations were identified and corrected; and
- Evaluate accident and illness prevention programs and discuss recommendations for improvement, if needed.

Nothing in the section shall negate or reduce the responsibility of each employee to report unsafe equipment, supplies, or conditions to their immediate supervisor.

Section 3 – Safety Devices

Proper safety devices shall be provided by the Employer for all employees engaged in work where such devices are necessary to meet the requirements of the Occupational Safety and Health Administration and state law. If proper safety devices are not functioning, or if the employee requires instruction on use of required safety equipment, the employee shall immediately notify their supervisor in writing to enable the Employer an opportunity to remedy the situation.

If required safety equipment is unavailable or is non-functional and/or the employee or employees have not received necessary instruction on how the use the safety equipment, the employee(s) shall not be required to perform said duties.

Section 4 – Training

All staff will receive proper training within the first three months of employment for such duties and/or

situations required for their specific position, including child guidance and de-escalation strategies training.

Section 5 – Child Exhibiting Unsafe Behaviors

When the classroom staff identifies a child with documented unsafe behaviors that reoccur for two days or more, they will notify their Supervisor in writing, with specific reason(s) and/or a description of the unsafe condition as soon as possible so that the situation can be properly addressed as follows:

- a. In accordance with applicable policies and alongside other assessments as needed, the Center Director will call a team action planning meeting within three (3) working days to address immediate safety needs, and interim safety measures as appropriate. The Center Director or the employee with the Center Director’s knowledge can also request assistance from a program specialist and/or the Director of Early Learning and Teaching.
- b. If no mutually agreeable plan is created during this process, the Director of Early Learning and Teaching will be consulted by either the employee or Center Director and a final determination will be made.

ARTICLE VII

Section 1 - Duration and Managements Rights

The Agreement shall be effective upon mutual ratification and shall continue in full force and effect until August 31, 2024. In the event that program funding is increased by 10 percent or more beyond the amount of the federal funding allocated for a cost of living adjustment to wages, either party can reopen the Agreement for negotiation of wages and health benefits. Additional sections of this Agreement may only be reopened upon mutual agreement of the parties.

It is agreed that all terms and conditions of employment that were in place prior to the date of this agreement have been replaced by the terms of this agreement. The employer reserves the right to determine the qualifications of employees and the quality of their work performance. The Employer retains all of its rights except as those rights are expressly relinquished herein.

Section 2 - Successor Agreement

The employer and the Federation may agree to use a collaborative bargaining approach when negotiating a new contract. Such processes may follow standard guidelines, such as those provided by Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Service (FMCS).

The Union will notify the Employer prior to expiration of the collective bargaining agreement to formally open negotiations. Bargaining will be conducted at times and places mutually agreeable to the negotiators named by each party.

Acceptance:

Ratified and signed this _____ day of _____, 9/8/2021 _____.

Dana Anderson

Superintendent, Capital Region ESD 113 Chairman, Capital Region ESD 113 Board of Directors

Acceptance:

Ratified and signed this _____ day of _____, 9/7/2021 _____.

Amanda Klein

President, Federation of Head Start Employees