

Collective Bargaining Agreement

Between

The Board of Trustees

of

The California State University

and the

California State University
Employees' Union

Unit 12 - Head Start

July 21, 2009 – May 31, 2012



California State University
Employees' Union
1108 "O" Street, 5th Floor
Sacramento, CA 95814



The California State University
Office of the Chancellor
401 Golden Shore
Long Beach, CA 90802-4210

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ARTICLE 1

RECOGNITION

- 1.1 The Trustees of The California State University (CSU) recognize the California State University Employees Union (SEIU) Local 2579, The Union, as the sole and exclusive bargaining representative for Bargaining Unit 12, which includes the employees in classifications described in Appendix A of this Agreement.
- 1.2 The parties further agree that management, supervisory, and confidential employees as defined in the Higher Education Employer-Employee Relations Act of 1978 (HEERA) are excluded from the bargaining unit.
- 1.3 The parties may mutually agree in writing to modify the unit to include or delete classification(s). If the parties disagree as to the inclusion or deletion of classification(s), either party may seek a unit modification pursuant to the procedures established by the Public Employment Relations Board (PERB).
- 1.4 The University reserves the right at any time to move a position into a Confidential classification when the duties are consistent with the Confidential designation as defined in HEERA. The Union reserves the right to challenge before PERB whether a position designated by the University is confidential within the meaning of HEERA. Any Confidential employee whose duties are changed to remove confidential duties as defined in HEERA shall be appointed by the University to the classification and bargaining unit appropriate to the duties of the assignment.

ARTICLE 2

DEFINITIONS

- 2.1 Administrator - The term "administrator " as used in this Agreement refers to an employee serving in a position designated management or supervisory as defined by Higher Education Employee Relations Act (HEERA).
- 2.2 Appropriate Administrator - The term "appropriate administrator" as used in this Agreement refers to the immediate non-bargaining unit supervisor or manager to whom the employee is normally accountable, or whom the President has designated.
- 2.3 Bargaining Unit - The term "bargaining unit " as used in this Agreement refers to the bargaining unit defined in Article 1, Recognition.
- 2.4 Calendar Year - The term "calendar year " as used in this Agreement refers to the period of time from January 1 through December 31.
- 2.5 Program – The term “Program” as used in this Agreement refers to the Head Start Program and all of its locations. The Program Head refers to the Executive Director of the Head Start Program.

- 2.6 Chancellor - The term "Chancellor" as used in this Agreement refers to the chief executive officer of the CSU or his/her designee.
- 2.7 CSU - The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the San Francisco State University.
- 2.8 Day - The term "day " as used in this Agreement refers to a calendar day. The time in which an act provided by this Agreement is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday or other day on which the Employer is not regularly open for business, and then it is also excluded.
- 2.9 Employee - The term "employee " as used in this Agreement refers to a bargaining unit member who is a full-time, part-time, probationary, permanent, or temporary employee.
- a. Full-time Employee as used in this Agreement refers to a bargaining unit employee who is serving in a full-time appointment.
 - b. Part-time Employee as used in this Agreement refers to a bargaining unit employee who is serving in less than a full-time appointment.
 - c. Probationary Employee as used in this Agreement refers to a bargaining unit employee who has received a probationary appointment and is serving a period of probation.
 - d. Permanent Employee as used in this Agreement refers to a bargaining unit employee who has successfully completed his/her probationary period.
 - e. Temporary Employee as used in this Agreement refers to a bargaining unit employee who is serving in a temporary appointment for a specific period of time.
- 2.10 Fiscal Year - The term "fiscal year " as used in this Agreement refers to the period of time from June 1 through May 31.
- 2.11 Notice - The term "notice " or "notification " as used in this Agreement refers to the process of providing formal and official written communication to California State University Employees Union (SEIU) Local 2579 or the CSU. Unless otherwise expressly agreed upon, notice to both California State University Employees Union (SEIU) Local 2579 and CSU shall be made to their respective headquarters.
- 2.12 Parties - The term "parties " as used in this Agreement refers to the CSU and the California State University Employees Union (SEIU) Local 2579.
- 2.13 President - The term "President" as used in this Agreement refers to the chief executive officer of a San Francisco State University. The term "President" shall also refer to the Chancellor or his/her designee, when appropriate.
- 2.14 Trustees - The term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.

- 2.15 Union - The term "Union" as used in this Agreement refers to the California State University Employees Union (SEIU) Local 2579, the exclusive bargaining representative.
- 2.16 Union Representative - The term "Union Representative" as used in this Agreement refers to a person who has been officially designated in writing by the Union as a Union Representative.
- 2.17 Workday - The term "workday " as used in this Agreement refers to the hours an employee is scheduled for work on any one calendar day.
- 2.18 Work-time/Work Hours - The terms "work-time" and/or "work hours" as used in this Agreement refer to time spent in compensated employment except time spent on all paid disability leaves and workers' compensation.

ARTICLE 3

EFFECT OF AGREEMENT

- 3.1 Both parties had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited by law from bargaining. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. Any other prior or existing understanding or agreement by the parties which is contrary to this agreement, whether formal or informal, regarding any such matters is hereby superseded by this Agreement. It is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter covered in this Agreement.
- 3.2 Any practices, policies, rules, regulations, or conditions of employment affecting any matter within the scope of bargaining under HEERA which have not been covered by this Agreement shall remain in effect until the parties' obligations described in provision 3.3 below are met.
- 3.3 With respect to the matters covered in provision 3.2 above, the parties recognize that during the term of this Agreement the University may deem it necessary to make changes in areas within the scope of bargaining. Where the University decides to make such changes the University shall notify the Union of proposed changes thirty (30) calendar days prior to their proposed implementation.
- 3.4 The duty to negotiate changes made by the University in provision 3.3 is limited to bargaining regarding the impact of such changes on bargaining unit employees, but only when both of the following exist:
- a. Where the subject matter of the change is within the scope of representation pursuant to HEERA; and

- b. Where the Union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the Union of the University's notice as described in provision 3.3.
- 3.5 An agreement resulting from negotiations in provision 3.4 above shall be executed in writing.
- 3.6 If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.
- 3.7 If the parties disagree as to whether a proposed change is subject to provision 3.3 above, such disagreement shall be subject to the Grievance Article of this agreement.

Severability

- 3.8 If the CSU believes that any provision of this Agreement is contrary to law, the CSU shall notify the Union that such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The notification shall include the specific reasons why the CSU believes that the provision(s) is contrary to law, including reference to relevant court decisions and/or statutory changes or any other relevant adjudicated rulings by an agency or court of competent jurisdiction.
- 3.9 In the event that the Union disagrees with the CSU's belief that the provision(s) is contrary to law, the Union reserves the right to contest the CSU's determination pursuant to the Grievance article of this agreement.
- 3.10 In the event that the Union agrees with the CSU's belief that the provision(s) is contrary to law, then the parties shall meet and confer in good faith with respect to any provision found to be in contravention of the law, as soon as possible, but no later than thirty (30) days after such request unless the parties mutually agree to extend the date.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1 The CSU retains and reserves to itself, whether exercised or not, all powers, rights, authorities, duties, and responsibilities which have not been specifically abridged, delegated, or modified by this Agreement and the Higher Education Employer-Employee Relations Act (HEERA). Except as otherwise provided in this Agreement, the Union agrees that the CSU has the right to establish, plan, direct and control the CSU's missions, programs, objectives, activities, resources, assets and priorities; to establish, administer and revise procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of employees and all other personnel; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is to be evaluated; to establish and

require employees to observe CSU rules and regulations; to discipline or dismiss employees; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and by who instruction and other services are delivered; to introduce new methods of instruction; and to exercise sole authority on all decisions involving academic matters.

Pursuant to the scope of representation as defined in HEERA, and Article 3 of this Agreement, the Union has the right to meet and confer.

- 4.2 Decisions regarding who is provided teaching or other services provided by the Program, what teaching and other services are provided, how teaching and other services are provided and who provides teaching and other services involve management judgment and State and Federal guidelines and shall be made at the sole discretion of the Program.

Contracting Out

- 4.3 When the Program deems it necessary in order to carry out the mission and operations of the Head Start Program, the Program may contract out work provided that the contracting out does not displace bargaining unit employees.
- 4.4 The Program shall notify the Union when contracting out is to be on a long-term basis. Long term contracting out shall mean contracting which is more than one hundred eighty (180) days. The Union may request to meet and confer, within thirty (30) days of notification, on the impact of contracting out work when such contracting out is to be on a long-term basis. Both Parties shall attempt to schedule a meeting for this purpose within thirty (30) days of such a request. Notice to the Union shall be within two weeks of the request to contract out work.
- 4.5 Prior to meeting and conferring on long term contracting out, the Program shall respond to any requests for information submitted in writing by the Union. Requests for information will be responded to as soon as possible and will not be unreasonably delayed.

ARTICLE 5

UNION RIGHTS

Use of Facilities

- 5.1 Upon request of the Union, the CSU shall provide at no cost adequate facilities not otherwise required for campus business for union meetings that may be attended by employees during non-work time.
- 5.2 The Union shall bear the cost of all Program materials and supplies incidental to any union meeting or union business conducted at a Program location.

Campus Communication

- 5.3 Email service shall be available to the Union at no cost for official union communications. Email cannot be used for political purposes. The Union is responsible for the costs of any postage for material sent through the mail. The Union shall package and label materials for convenient handling according to the normal specifications of the Program, which shall be communicated upon the request of the Union. The name of the Union shall appear on all materials sent through the Head Start mail service. Employee mailboxes, if any, may be utilized by the Union for purposes of union communication to bargaining unit employees.

Bulletin Boards

- 5.4 The Union shall have the use of an adequate number of designated bulletin boards for the posting of union material. Such bulletin boards shall be visible and accessible in areas frequented by employees, as available.
- 5.5 A copy of union material posted on bulletin boards and union material intended for general distribution to employees through the Program mail service shall be provided in a timely manner to the appropriate administrator. The Union shall exercise responsibility for the content of such union material.

Union Business

- 5.6 Union business involving employees shall be conducted during non-work time except as provided for elsewhere in this Agreement. Union business shall not interfere with Program operations.
- 5.7 As a courtesy, the appropriate administrator shall be notified of the presence of a Union Representative who is not a Program employee either upon arrival at the Program location or by telephone in advance of arrival.
- 5.8 Five Program Bargaining Unit Representatives shall be designated by the Union to officially represent the Union. The names of these Program Bargaining Unit Representatives shall be provided in writing to the Program Head.
- 5.9 A Union Steward will be designated for each Head Start location. Each Steward will conduct union business such that it does not disrupt Head Start operations.

Employee Lists

- 5.10 The Program Human Resources Office shall provide to the Program Bargaining Unit Representative a monthly list of all employees in Bargaining Unit 12. Such lists shall contain names and work locations at no cost to the Union. An employee's home address shall be released to the Union unless the employee has officially informed the CSU that he/she wishes that the home address be withheld.
- 5.11 Employee lists with name, classification, hire date and work location shall be provided to the Union by email in a timely manner. The cost of such employee lists and public

information shall be borne by the Union except as provided elsewhere in the Agreement.

Release Time for Union Business

- 5.12 a. The Program shall provide release time for up to five people employed by the Program for each scheduled meet and confer session. Normally, the Union shall provide the Office of the Chancellor with the names of the employees for whom release time is being requested at least five working days prior to the commencement of the meet and confer session. Additional release time shall be provided on an individual basis to meet special needs related to transportation and work schedules. The parties may mutually agree to provide release time for bargaining unit members to caucus upon request by the Union.
- b. One (1) employee designated by the Union shall be provided with one (1) day of release time to attend each of a maximum of two (2) annual Board of Trustees meetings. Such requests shall be submitted to the Office of the Chancellor far enough in advance to permit scheduling of Union speakers pursuant to the rules and regulations of the Trustees and to arrange the appropriate release time.

Union Leave

- 5.13 Upon written request of normally not less than forty five (45) days from the Union to the Program Head, the CSU shall grant a union leave without loss of compensation to any Union Representative.
- a. Such a leave may be partial or full-time and may be on an hour-for-hour basis. No leave may be more than one year in duration. An employee on such a leave shall continue to earn service credit and retirement credit. An employee on such a leave shall have the right to return to his/her former position upon expiration of the leave. Such a leave shall not constitute a break in the employee's continuous service for the purpose of salary adjustments, sick leave, vacation or seniority.
- b. The Program shall be reimbursed by the Union for all compensation paid the employee on account of such leave and for any incidental costs of 30% of the employee's gross salary. Reimbursement by the Union shall be made no later than thirty (30) days after its receipt of the Program certification of payment of compensation to the employee.
- c. Such a union leave in accordance with this Article shall also be provided to a bargaining unit employee upon becoming a Union Statewide President.

5.14 An employee shall not suffer reprisals for participation in Union activities.

Union Security

5.15 The CSU agrees to deduct from employee's pay warrants and transmit to the Union all authorized deductions, consistent with the State Controller's Office (SCO) deduction

rules and payroll policies and procedures from all Union members within the bargaining units (2, 5, 7, 9 and 12) who have signed and approved authorization cards for such deduction on a form provided by the Union, less necessary administrative costs incurred by the State Controller to the extent such deductions are permitted by law.

- 5.16 The written authorization for Union deductions shall remain in full force and effect during the life of this Agreement provided, however, that any employee may withdraw from the Union by sending a withdrawal letter to the Union within thirty (30) calendar days prior to the expiration of this Agreement.
- 5.17 Upon movement of an employee out of the bargaining unit, the employee may elect to withdraw from the Union. Such withdrawal shall not be permitted if the employee moves to another bargaining unit in which the Union is the exclusive representative and in which the Agreement contains a provision such as 5.16 above.
- 5.18 The amount of dues deducted from the Union members' pay warrants shall be sent to the Union and changed by the CSU upon written request of the Union.
- 5.19 Employees shall be free to join or not to join the Union.
- 5.20 In addition to the Union dues mentioned above, the Union membership ratification of this agreement shall constitute notice to the CSU and the SCO that the Union has the authority to request implementation of the provisions of Sections 3583.5 (a) (1) and 3584 of the Government Code providing for fair share service fee collection deductions consistent with the SCO's deduction rules and payroll policies and procedures.
- 5.21 The Union agrees to indemnify, defend, and hold the CSU harmless against any claim made of any nature and against any suit instituted against the CSU arising from its payroll deduction for Union dues, fair share fees and deductions.

ARTICLE 6

CONCERTED ACTIVITIES

- 6.1 Employees shall not engage in strikes, including sympathy strikes, or other concerted activity.
- 6.2 The Union shall not promote, organize or support strikes, including sympathy strikes, or other concerted activities of bargaining unit employees.
- 6.3 The Union shall play a responsible role in preventing any employee from participating in any concerted activity and shall notify employees of such prohibitions.
- 6.4 The CSU agrees that it will not lock out any bargaining unit employee(s).

ARTICLE 7

GRIEVANCE PROCEDURE

Definitions

7.1 Grievance - The term "grievance" as used in this Article refers to the filed allegation by a grievant that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.

7.2 Grievant - The term "grievant" as used in this Article refers to any bargaining unit employee who alleges in a grievance that he/she/they has/have been directly wronged by a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.

The term "grievant" as used in this Article, may refer to the Union when alleging harm to the bargaining unit due to a violation, misapplication, or misinterpretation of any specific term of this Agreement.

7.3 Representative - The term "representative" as used in this Article shall be a Union Representative or an employee who, at the grievant's request, may be present at all levels through Level IV. Representation at Level V shall be by the Union only.

7.4 Respond and File - The terms "respond" and "file" as used in this Agreement refer to personal delivery or deposit in the U.S. mail. If mail delivery is used, the postmark shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing. A copy of all responses shall be concurrently delivered via mail or in person to the grievant's representative.

Level I - Informal

7.5 A grievant shall have the right to present a potential grievance and to have that potential grievance considered in good faith. The grievant and representative, if any, shall discuss the potential grievance with the immediate non-bargaining unit supervisor no later than thirty (30) days after the event giving rise to the potential grievance, or no later than thirty (30) days after the grievant knew or reasonably should have known of the event giving rise to the potential grievance.

7.6 The grievant shall attempt to resolve the potential grievance informally with the immediate non-bargaining unit supervisor. The immediate non-bargaining unit supervisor shall provide a verbal response to the grievant as soon as possible after the Level I meeting.

Level II - Formal

7.7 If the potential grievance is not resolved at Level I, Informal, the grievant may file a Level II grievance with the Head Start Executive Director or his/her designee no later than fourteen (14) days after the Level I meeting. The grievant shall state on a grievance form agreed to by the parties and provided by the Union:

- a. the specific term(s) of the Agreement alleged to have been violated;
 - b. a detailed description of the grounds of the grievance including, but not limited to, names, dates, places, and times;
 - c. a proposed remedy;
 - d. the name, classification, mailing address, and signature of the grievant;
 - e. the name and telephone number of the representative, if any;
 - f. the name and address of the Union, if the representative is acting as an agent of the Union; and
 - g. the date of submission.
- 7.8 Failure to provide the required information in items 7.7 (a) through (g) will be grounds for the return of the grievance to the union representative. If the grievance is not amended and returned within twenty-one (21) days, the grievance will be deemed withdrawn.
- 7.9 The Head Start Executive Director or his/her designee shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location within ten (10) days after receipt of the grievance filing. The Head Start Executive Director or his/her designee shall respond to the grievant or the grievant's representative no later than fifteen (15) days after the Level II meeting.

Level III

- 7.10 In the event the grievance is not resolved at Level II, the grievant may file a Level III grievance with the President or his/her designee no later than fourteen (14) days after the Level II response. If a settlement is proposed at Level II, the grievant should include a written statement relevant to the settlement proposal. Within fourteen (14) days after receipt of the Level III filing, the President or his/her designee shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location. President or his/her designee shall respond to the grievant or the grievant's representative no later than twenty-one (21) days after the Level III meeting.
- 7.11 The grievant shall present at Level III all issues and evidence known, or which reasonably should be known, related to the grievance. Issues and/or evidence must be made known before filing the grievance at Level II by the grievant, or they cannot be considered at subsequent levels.
- 7.12 Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date except as provided for in Provision 7.11.

- 7.13 Prior to the Level III response date, the parties may, by mutual agreement, waive all procedures at Level III and expedite the grievance to Level IV. Level IV time limits shall commence on the date the agreement to expedite was reached.

Level IV

- 7.14 In the event the grievance is not settled at Level III, the grievant may file a written request for review with the Office of the Chancellor no later than fourteen (14) days after the Level III response. The grievant shall attach a copy of the Level II and Level III responses together with any documents presented at those levels.
- 7.15 Within fourteen (14) days of receipt of the Level IV filing, the representative of the grievant shall schedule a conference, at a mutually acceptable time and location or via telephone conference call with a designated individual in the Office of the Chancellor for the purpose of reviewing the matter. The designated individual in the Office of the Chancellor shall respond no later than twenty-one (21) days after the conference. The original Level IV response from the Office of the Chancellor shall be sent to the Union representative handling the case at Level IV.

Level V - Arbitration

- 7.16 If the grievance has not been settled at Level IV, the Union alone may, no later than thirty (30) days after the Level IV response, submit the grievance to arbitration by giving notice to that effect by certified mail, return receipt requested, to the Office of the Assistant Vice Chancellor for Human Resources.
- 7.17 The parties hereby designate Norman Brand, Bonnie Bogue, Jerilou Cossack, Tom Angelo and other mutually agreed to arbitrators as members of the Arbitration Panel under this Agreement. The panel members shall be designated to serve in the order of rotation noted above, provided the panel member reached has an available day within one hundred and twenty days (120) of notification, or the parties mutually agree to a later date. Either party to the Agreement may peremptorily challenge one panel member at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a mutually acceptable replacement.
- 7.18 If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the merits of the grievance. The arbitrator may proceed to hear the merits of the grievance prior to meeting the requirements of Provision 7.19 below.
- a. When the grievance is found not arbitrable, the grievance shall be deemed null and void.
 - b. When the grievance is found to be arbitrable, the arbitrator shall hear the merits of the grievance.
 - c. Provision 7.18 above shall not prohibit the parties from mutually agreeing to a second arbitration hearing on the merits of the grievance or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.

7. 19 The arbitrator's award shall be in writing and shall set forth his/her findings, reasons, and conclusions on the issue(s) submitted.
7. 20 The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply at Level V.
7. 21 It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:
- a. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented in the hearing and upon any post-hearing briefs.
 - b. The arbitrator shall have no power to alter, add to, detract from, or amend the provisions of this Agreement.
 - c. The arbitrator shall have no power to issue an award that would violate law that regulates or affects the Program.
 - d. The arbitrator shall not consider any issue not raised by the parties at Level III of this Article. The arbitrator shall not consider any evidence which was known or reasonably should have been known and not raised by the parties at Level III of this Article.
 - e. Under no circumstances may an arbitrator make an award that will supersede the Program Head's judgment on subjective business decisions.
 - f. The award of the arbitrator may or may not include back pay. Any back pay award shall be less any compensation that the employee received, including unemployment compensation. Under no circumstances may interest be included in an award.
 - g. The standard of review for the arbitrator is whether the Program violated, misapplied, or misinterpreted a specific term(s) of this Agreement.
7. 22 The arbitrator's award shall be final and binding on both parties.
7. 23 A witness who is an employee shall be excused from work time to appear at an arbitration hearing with no loss of pay. Other expenses of any witness called before the arbitrator shall be borne by the party calling the witness.
7. 24 Each party shall bear the expense of preparing and presenting its own case. The cost of arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fee, shall be borne equally by the parties.
7. 25 The process to schedule a grievance for an arbitration hearing shall be initiated by a written request from the representative of the Union to the designated individual in the Office of the Chancellor. The request shall be for the parties to select an arbitrator pursuant to Provision 7.17. Any grievance filed into arbitration shall be considered withdrawn by the Union if it has not been scheduled within twelve (12) months of the

filing to arbitration from Level IV and no written request has been made by the Union. Within the twelve (12) months the parties shall confirm with an arbitrator that a hearing date has been set.

- 7.26 Upon mutual agreement, the parties may agree to use the expedited AAA arbitration procedures for Health and Safety grievances.
- 7.27 Arbitration hearings shall be held at the program's headquarters unless otherwise mutually agreed-to by the parties.

General Provisions

- 7.28 Failure of the grievant or representative to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of this grievance. Failure by the Head Start Executive Director or his/her designee, the President or his/her designee, or the Office of the Chancellor to timely respond under this Article shall permit the grievance to be filed at the next level.
- 7.29 Time limits set forth in this Article may be extended by mutual agreement. If the grievant, representative, if any, or the Head Start Executive Director or his/her designee, the President or his/her designee, or the Office of the Chancellor is on a leave for seven (7) days or more, but less than one year, the time limits shall be extended by the length of time of such leave.
- 7.30 In cases where it is necessary for the grievant or his/her representative to have access to information for the purpose of investigating a grievance, the grievant or his/her representative shall make a written request for such information to the appropriate administrator. The grievant or his/her representative shall have access to all information within the policies and procedures defining confidentiality that would assist in adjusting the grievance.
- 7.31 The processing of grievances filed and unresolved prior to the effective date of the Agreement may continue under the grievance procedure in effect at the time of the initial filing.
- 7.32 A decision by the Union to submit a grievance to arbitration shall automatically be a waiver of all other remedies except as provided otherwise by statute.
- 7.33 A grievance settled prior to arbitration shall not be precedent setting.
- 7.34 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.
- 7.35 The parties, by mutual agreement, may consolidate grievances on similar issues at any level.
- 7.36 By mutual agreement, a grievance may be filed at the level at which the authority to resolve the grievance resides.

- 7.37 Prior to filing a grievance, the potential grievant and representative, if any, shall each be provided with one (1) hour release time for grievance preparation and reasonable time for grievance presentation at the informal level.
- 7.38 After the grievance has been filed, a representative and the grievant shall be provided reasonable release time for the purpose of preparation and presentation of the grievance.
- 7.39 The procedures for securing release time for grievance processing shall be:
- a. Representatives and potential grievants shall contact the appropriate administrator if release time is required to prepare and present a grievance at the informal Level. The representative and potential grievant shall be required to cite only Provision 7.37 as a statement of need.
 - b. Release time requested pursuant to Provision 7.38 shall require the citation of only Provision 7.38 as a statement of need.
 - c. In either case, the appropriate administrator shall grant the contractually specified release time after considering the needs of the Program.
 - d. Requests for release time shall include: (1) at what time and location; and (2) the anticipated duration of the meeting.
- 7.40 Both parties agree that all grievance files shall be confidential. Both parties agree that specific statements made and records used in grievance meetings shall be confidential.
- 7.41 An employee may present grievances and have such grievances adjusted without the intervention of the Union as long as a settlement is reached prior to Level V; provided such adjustment is not inconsistent with the terms of a written agreement then in effect; and provided that the Program will not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

ARTICLE 8

APPOINTMENTS & TRANSFERS

Appointment

The parties recognize the role played by the Head Start Policy Council in filling Head Start vacancies. It is understood that the Policy Council must approve all recommendations for hiring new employees, and promoting current employees for positions at Head Start.

Within the Unit 12 Head Start Agreement, Job Titles and pay rates are outlined in Appendix B. Following a recruitment action, the movement of an employee from a position in one Job Title to a position in another Job Title having a higher level of duties and responsibilities and higher salary rate constitutes promotion. The movement of an employee (voluntary or disciplinary)

from a position in one Job Title to a position in another Job Title having a lower level of duties and responsibilities and a lower salary rate as defined in Appendix B constitutes demotion.

- 8.1 Head Start position vacancies shall be posted for fourteen (14) calendar days at each Head Start location and on the SFSU campus electronic web site. Such announcements shall include the position title, description of duties, education and experience required, licenses or certifications required by governmental agencies, salary range, work schedule, specialized skills (if any) and procedures to be followed by applicants applying for such vacancies.
- 8.2 Employees with satisfactory performance who are qualified for a vacant position at a Head Start location may apply for such position within the specified application period. Applications along with any supplemental material shall be submitted to the Program Human Resources Office. It shall be the policy of Head Start in filling vacant bargaining unit positions to fill such vacancies from within Head Start, as long as such an appointment will not disrupt Program operations. The Program Head may appoint outside applicants when it is determined such action best meets Program needs.
- 8.3 Priority for filling vacancies shall be given to employees with the same Job Title as the posted position and with the highest seniority in with that Job Title. Employees must have satisfactory performance in their current position, possess the necessary education and experience, and possess the licenses and/or certifications required by government regulations.
- 8.4 Posting is not required for emergency temporary positions of six months or less. If a determination is made that the employee will be retained over six months, the employee shall be included in the bargaining unit.
- 8.5 An employee who submits an application for a position may be required to successfully complete a job-related performance examination as part of the selection process. The results of such examinations shall be kept confidential and shall not become part of the employee's official personnel file. Such an examination shall be job-related, and administered equitably to each applicant. Upon request, an employee shall be given the examination results.
- 8.6 Appointments may be temporary, probationary or permanent. The Program Head shall make appointments to vacant positions through official written notification. Such notification shall be provided upon employment or as soon as possible thereafter. Notification shall include the classification title and work schedule to which the employee is being appointed, the initial salary, the employment status of the employee, and the effective date of the appointment. A temporary appointment shall specify the expiration date of the appointment and that the appointment may expire prior to that date. The temporary employee shall be given a minimum of fourteen (14) day's notice if the appointment is to be terminated prior to the specified expiration date, unless circumstances prevent giving such notice. No employee shall be considered appointed in the absence of the official written notification from the Program Head.

Probation/Permanency

- 8.7 A probationary period is the period of credited service an employee who has received a probationary appointment shall serve prior to permanent status. The probationary period for all Head Start employees hired after June 1, 2006 shall be one year of satisfactory service.
- 8.8 Part-time and full-time temporary service shall count as credited service for probation when granted by the Program Head.
- 8.9 A year of service for employees in twelve-month positions is any consecutive twelve (12) months of full-time employment. The period of probation for an employee in a half time or more, but less than full-time, position will be a pro-rata amount of time based on twelve (12) months for a full time employee.

Breaks in Service

- 8.10 a. When a probationary employee goes on a leave of absence, the Program Head shall determine whether or not the time served before the leave is counted in determining the remaining length of probationary service.
- b. An employee's probationary period is extended for the same number of days such employee is on Workers' Compensation (WC), Industrial Disability Leave (IDL), Non-Industrial Disability Insurance (NDI), formal leave without pay (LWOP) or paid sick leave of over thirty (30) days. The Program Head shall determine if there has been a break in service when a full-time probationary employee is placed on a partial leave of absence.

Change in Position

- 8.11 When a position is vacant, the employee selected for that position may be required to serve a new probationary period unless the new position contains the same duties and responsibilities.
- 8.12 When an employee moves to a position with a lower salary rate the employee shall be awarded that salary rate. When an employee moves to a position with a higher salary rate, the employee shall be awarded the higher salary rate.

Temporary Reassignment

- 8.13 The Program Head may temporarily assign an employee to a position in a higher Job Title. Such a temporary assignment may be for up to six (6) months. Such an assignment may be extended beyond six (6) months, but for not longer than another twelve (12) months, by mutual agreement of the Program Head and the employee. An employee shall be provided with written notice of such a temporary assignment to a temporary Job Title at least seven (7) days prior to the effective date.

- 8.14 An employee shall begin to receive the appropriate compensation of the higher Job Title from the effective date specified on the written assignment for the performance of duties to a higher Job Title.
- 8.15 At the end of the temporary assignment to duties of another Job Title, the employee shall be returned to his/her permanent assignment with the same status as he/she would have had if he/she had not been granted such a temporary assignment.

Rejection During Probation

- 8.16 Any probationary employee may be separated from service at any time by the Program Head upon written notice of rejection during probation. The employee should normally be given two weeks notice of rejection during probation, or two-week's pay-in-lieu of notice.

Employees with permanent status, who are selected for a probationary Job Title and are denied permanent status in that new position, will be returned to their previous job from which they came.

- 8.17 An employee rejected during the probationary period may not utilize the Grievance Procedure of this Agreement to appeal the decision to reject during probation.
- 8.18 An employee who has completed the appropriate probationary period as defined in Provisions 8.7 – 8.9 shall be awarded permanent status.

Transfers to Another Head Start Location

- 8.19 Employees will be given priority over new hires for vacancies in other Head Start locations. The operational needs of the Program and the Head Start performance standards will dictate the timing and selection of any such transfer.

Outside Employment

- 8.20 Outside employment shall not conflict with the responsibilities and duties assigned to the employee by the Head Start Program.

Job Titles and Minimum Rates

- 8.21 The parties recognize that management retains the right under Article 4 to determine employee's work assignments, establish position/job titles and position descriptions based on the mission and operational needs of the Program. Effective with this contract the classification salary range, job titles and minimum salary rates shown in Appendix A & B are in effect for the Head Start Program. The Program reserves the right to make changes to these Appendices as required by the operational needs of the Program. If this is necessary, the Union shall be notified and have the right to request to meet and confer on the impact of these changes to the bargaining unit within thirty (30) days after notification. The Union agrees to waive its right to meet and confer on this subject if it does not make this request within thirty (30) days of notification.

ARTICLE 9

EMPLOYEE PERFORMANCE

- 9.1 Employees shall be subject to periodic performance evaluations. Such evaluations should be a review of the employee's performance and should be based upon job-related criteria. Employee performance evaluations are for the purpose of evaluating individual employees and for providing guidance for performance development and improvement. Employee evaluations shall not be negatively affected by layoffs.
- 9.2 A written record of a performance evaluation shall be placed in the employee's personnel file. The employee shall be provided with a copy of the written record of the performance evaluation prior to its placement in the personnel file. Regardless of the overall performance evaluation rating scale, or other terms that may be used to evaluate overall performance, the agency shall use the term "satisfactory" to indicate an acceptable level of performance.
- 9.3 A permanent employee shall be evaluated at least once each year.
- 9.4 A probationary employee shall be evaluated by the end of the third (3rd) and eleventh (11th) month of the probationary period, unless the employee has earlier been rejected during probation.
- 9.5 If an employee disagrees with the record of a performance evaluation that has been placed in his/her personnel file, the employee may submit a rebuttal statement that shall be attached to the performance evaluation. The appropriate administrator in light of the rebuttal statement shall reconsider the evaluation and if the evaluation is amended, the amended evaluation shall replace the original evaluation and its rebuttal.
- 9.6 Performance evaluations shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.

ARTICLE 10

PERSONNEL FILE

- 10.1 One official personnel file shall be maintained for each employee in the Program Human Resources Department. The term "personnel file" as used in this Agreement shall refer to this one official personnel file.

Employee Access

- 10.2 The contents of an employee's official personnel file, exclusive of pre-employment materials, shall be open to review by the employee; and review by a Union Representative when authorized in writing by the employee.

- 10.3 Any employee or the Union Representative may request an appointment for the purpose of reviewing the employee's personnel file. Such requested appointments shall be scheduled during normal business hours. The manner of access to the official personnel file shall be subject to reasonable conditions.
- 10.4 The employee shall within fourteen (14) days of a written request be provided an exact copy of all or any portion of materials officially maintained in the official personnel file. The employee shall bear the cost of duplicating such materials.
- 10.5 Personnel recommendations or decisions relating to any personnel actions shall be based primarily on material contained in the employee's official personnel file and open to the employee's review. If a personnel recommendation or decision is based on any reasons not contained in the employee's official personnel file, the appropriate administrator making the recommendation or decision shall commit those reasons to writing and the written statement of those reasons shall be placed in the employee's official personnel file.
- 10.6 An employee shall not have access to pre-employment materials in the personnel file, except in instances when such materials are used in personnel actions.
- 10.7 Upon request by an employee, attendance and payroll records maintained separately from the personnel file may be reviewed by the employee or a representative when authorized in writing by the employee. Such attendance and payroll records shall be excluded from provisions of Article 10, Personnel File.
- 10.8 An employee shall be provided with a copy of material that could lead to an adverse personnel action prior to the placement of such material in his/her personnel file.

Rebuttal

- 10.9 An employee may submit a rebuttal statement to material in the personnel file, which shall be placed in the employee's personnel file.

Request for Correction

- 10.10 If, after review of the personnel file, an employee believes that any portion of the material is not accurate, the employee may request in writing to Head Start Human Resources a correction of the record.
- 10.11 Within twenty-one (21) days of an employee's request for correction of the record, Human Resources shall notify the employee in writing of its decision.
- a. If Human Resources denies the request, it shall state all of the reasons for denial in writing. This written statement shall be sent to the employee.
 - b. If Human Resources grants the request for correction of the record, the record shall be corrected. The employee shall be sent a copy of the corrected record and a written statement that the incorrect record in question has been permanently removed from the employee's personnel file.

ARTICLE 11

CORRECTIVE ACTION

Reprimands

- 11.1 An employee may receive from an appropriate administrator an oral and/or written reprimand. Reprimands shall be provided in a timely and confidential manner.
- 11.2 Within thirty (30) days of the issuance of the reprimand, an employee may request a conference with the appropriate administrator who issued the reprimand to discuss the reprimand. Such a request shall not be unreasonably denied. Another employee or the designated union representative may represent the employee at the conference.
- 11.3 A written reprimand shall be placed in the official personnel file of the affected employee and shall be subject to Article 10, Personnel File. The employee shall be provided with a copy of a written reprimand. An employee may appeal the decision to place a written reprimand in his/her personnel file to the President or designee within five (5) days after the conference held pursuant to 11.2 above. The President or designee may hold a meeting with the employee and his/her representative, if any. Within ten (10) days of receipt of the appeal, the President or designee shall provide a written response to the employee.

Rebuttal to Reprimand

- 11.4 An employee shall have the right to attach a rebuttal statement to a written reprimand in his/her official personnel file.

Removal of Reprimand From Personnel File

- 11.5 Upon the employee's request and three (3) years from its effective date, a reprimand in the personnel file shall be permanently removed. Such a request shall be promptly honored and a statement verifying the permanent removal of the reprimand shall be provided to the employee. Neither the employee request for such a removal, nor the statement verifying the removal, shall be placed in the employee's personnel file. If a notice of disciplinary action has been served on the employee and such a reprimand is related to the disciplinary action, this provision shall not be implemented. Nothing in this provision shall prohibit earlier removal of the reprimand.

Temporary Suspension

- 11.6 The President or designee may temporarily suspend with pay an employee for reasons related to (a) the safety of persons or property, (b) the prevention of the disruption of programs and/or operation, or (c) investigation for formal notice of disciplinary action.
- 11.7 The President or designee shall notify the employee of the immediate effect of a temporary suspension.

- 11.8 The President or designee may terminate or extend a temporary suspension and shall so notify the employee.
- 11.9 Unless earlier terminated by the President or designee, a temporary suspension including any extension of a temporary suspension shall automatically terminate upon the service of formal notice of disciplinary action or thirty (30) days after its commencement, whichever first occurs.
- 11.10 Temporary suspension and corrective action shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted, or misapplied.

Investigatory Interviews (Weingarten Rights)

- 11.11 Upon request, an employee may be represented at an investigatory interview if he/she reasonably believes that disciplinary action may result. Prior to the interview, the employee is entitled to be informed of the general nature of the matter being investigated and to consult with his/her representative, if any. The right to representation does not apply to meetings held exclusively to inform an employee of a previously made disciplinary decision. If the representative an employee requests is unavailable, the employee may request alternate representation. The Employer is not obliged to postpone the interview, nor to suggest or secure the alternate representation; however, the employee shall not be required to answer any questions without a representative present, unless he/she voluntarily chooses to do so. At its discretion, the Program may decline to hold any interview if the employee requests representation.

ARTICLE 12

UNAUTHORIZED LEAVES OF ABSENCES

Automatic Resignation

- 12.1 An employee who is absent for five (5) consecutive workdays without securing authorized leave from the Program shall be considered to have automatically resigned from SFSU Head Start employment as of the last day worked. All unauthorized absences, whether voluntary or involuntary, shall apply to the five (5) consecutive workday limitation. The five (5) day period referred to above shall commence at the beginning of the first shift of such absence and shall be deemed to have been completed at the end of the employee's scheduled work hours on the fifth (5th) consecutive day of unauthorized absence.
- 12.2 Program Human Resources shall notify the employee of separation from the Program by automatic resignation under this Article unless the employee requests an administrative review regarding the absence within seven (7) calendar days following such notification. No automatic resignation shall be final until the seven (7) day period has passed and either a decision is made by the Program Head or the employee has failed to request a review. Notification may be in person or by mail to the employee's last known address.

- 12.3 If the employee responds to the notification from the Program by requesting an administrative review within seven (7) calendar days of such notification, the employee will be provided with the opportunity to respond, either orally or in writing, to the Program Head. Either party may present evidence at any review meeting. The Program Head's decision, which shall be rendered within fourteen (14) days of the administrative review, shall state:
- a. whether the employee was absent for five (5) consecutive workdays;
 - b. whether the employee had proper authorized leave to be absent;
 - c. an evaluation of whether the employee has presented sufficient excuse to warrant continuation of employment, supported by facts which provide justification of the absence or continuation of employment. If an action other than automatic resignation is proposed, it shall be stated along with reasons for its use; and
 - d. whether the employee should be separated by automatic resignation.
- 12.4 Any employee who is reinstated by the Program Head under this provision shall not be paid salary for the period of unauthorized absence unless it is determined that such absence may be appropriately charged to accrued leave. The employee shall adhere to all other reinstatement requirements set forth in writing by the Program Head.
- 12.5 This Article shall not supersede Section 89541 of the California Education Code. Provisions 12.1 through 12.4 shall not limit an employee's right to a State Personnel Board appeal.

Resignation

- 12.6 An employee who resigns from his/her position shall be terminated as of the effective date of the resignation.
- 12.7 No later than one week after a resignation the former employee may request to rescind the resignation. Such requests shall be made in writing to the Program Head.
- 12.8 The Program Head shall respond to such requests indicating denial, acceptance, or qualified acceptance within fourteen (14) days. The Program Head's response shall be final unless it is reversed by the State Personnel Board; and is not subject to Article 7, Grievance Procedure.
- 12.9 Provisions 12.6 – 12.8 shall not limit an employee's right to a State Personnel Board appeal.

ARTICLE 13

VACATIONS & HOLIDAYS

Vacations

13.1 Employees are eligible for paid vacation in accordance with the schedule in Provision 13.2 below.

Vacation Accrual

13.2 Service requirements below are in terms of full-time service. Service requirements shall be pro rata for employees who work less than full-time.

Service Requirements	Days	Vacation Credit Per Monthly Pay Period	
		Hours (Hourly Equivalent of Days)	Days (Annual Accrual Equivalent)
1 Month to 3 Years	5/6	6-2/3	10
37 Months to 6 Years	1-1/4	10	15
73 Months to 10 Years	1-5/12	11-1/3	17
121 Months to 15 Years	1-7/12	12-2/3	19
181 Months to 20 Years	1-3/4	14	21
241 Months to 25 Years	1-11/12	15-1/3	23
301 Months and Over	2	16	24

Vacation Credits

13.3 For purposes of computing vacation credit, an employee who works eleven (11) or more days in a monthly pay period is considered to have completed a month, a month of service, or continuous service. When an absence without pay of more than eleven (11) consecutive working days falls into two consecutive qualifying monthly pay periods, one of the pay periods is disqualified.

13.4 An authorized leave of absence without pay shall not be considered service for the purpose of vacation accrual.

13.5 Vacation credits are cumulative to a maximum of two hundred and seventy-two (272) working hours for ten or less years of qualifying service or four hundred and forty (440) working hours for more than ten years of such service. Accumulation in excess of this amount as of January 1 of each year shall be forfeited by the employee. An employee shall be permitted to carryover more than allowable credits when the employee was prevented from taking enough vacation to reduce the credits because the employee (1) was required to work as a result of fire, flood, or other extreme emergency; (2) was assigned work of priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; or (4) was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.

- 13.6 A probationary employee shall not take vacation until completion of one month in work status.

Vacation Requests

- 13.7 Requests for scheduling vacation for one week or more shall be submitted in writing to the appropriate administrator at least thirty (30) days in advance. Requests for the scheduling of vacation time for any duration that is less than one (1) week shall be submitted no later than seven (7) days in advance.

When authorized to do so by the appropriate administrator, an employee may take vacation without submitting their request in advance as noted above.

The appropriate administrator shall respond in writing to an employee's written vacation request within one week.

Based upon the operational needs of the SFSU Head Start Program, vacation schedules shall be determined by the appropriate administrator. Vacations shall be scheduled and taken only as authorized by the appropriate administrator. If a conflict in vacation requests arises, the appropriate administrator shall give consideration to the employee with the most seniority, provided that operational needs are met.

Lump Sum Payment

- 13.8 Upon separation from service without fault on the employee's part, an employee is entitled to a lump sum payment as of the time of separation for any unused or accumulated vacation. Such sum shall be computed by projecting the accumulated time on a calendar basis so that the lump sum will equal the amount that the employee would have been paid had he/she taken the time off, but not separated from service.

Holidays

- 13.9 The following paid holidays, except as provided in Provision 13.10 below, shall be observed on the day specified:
- a. January 1
 - b. Third Monday in January (Martin Luther King Jr. Day)
 - c. March 31 (Cesar Chavez Day)
 - d. July 4
 - e. First Monday in September (Labor Day)
 - f. November 11 (Veteran's Day)
 - g. Thanksgiving Day
 - h. December 25
 - i. Any other day designated by the Governor for a public fast or holiday.

- 13.10 The paid holidays listed in this provision shall be observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled for observance on another day by the President.
- a. Third Monday in February (Washington's Birthday)
 - b. February 12 (Lincoln's Birthday)
 - c. Last Monday in May (Memorial Day)
 - d. Admission Day
 - e. Second Monday in October (Columbus Day)
- 13.11 Any holiday listed in 13.9 and 13.10 which falls on a Saturday shall be observed on the preceding Friday. Any holiday in this Article which falls on a Sunday shall be observed the following Monday.
- 13.12 An employee on the payroll on the day a holiday is officially observed shall be entitled to the holiday. The number of hours of the holiday shall be determined by the hours the employee is normally scheduled to work on the day the holiday is observed. An employee on a leave of absence without pay or in other non-pay status on a day a holiday is officially observed shall not be entitled to the holiday.
- 13.13 If a holiday falls on a scheduled workday during an employee's vacation or within a period of absence chargeable to sick leave, the holiday will not be charged to sick leave or vacation time.
- 13.14 An employee shall be permitted to use accrued vacation or his/her Personal Holiday if the President or designee closes the SFSU Head Start Program and there is an insufficient number of holidays scheduled to be observed during the closure. Employees eligible for CTO may use accrued CTO during periods of SFSU Head Start Program closure.
- 13.15 Should an employee not have vacation accrued, sufficient CTO balance or Personal Holiday to cover the scheduled days of closure, he/she shall be provided sufficient work prior to the scheduled closure to prevent any loss of pay or benefits.

Personal Holiday

- 13.16 An employee is entitled to one Personal Holiday that must be taken on one day during the calendar year. If the employee fails to take the Personal Holiday before the end of the year, the holiday shall be forfeited. The scheduling of the holiday shall be by mutual agreement of the employee and the appropriate administrator.

Holiday Work Compensation

- 13.17 A full-time non-exempt employee who works on the day a holiday is officially observed shall be compensated at his/her overtime rate on an hour-for-hour basis for all hours worked on the holiday. Such compensation shall be in cash or CTO, as

determined by the employee. This provision shall apply pro rata to less than full-time employees. Exempt employees not eligible for overtime shall receive time off earned at the straight time rate.

ARTICLE 14

LEAVES OF ABSENCE WITH PAY

Sick Leave

- 14.1 Following completion of one (1) month of continuous service, a full-time employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional month of service, eight (8) hours of credit for sick leave with pay shall be accrued.
- 14.2 Each full-time employee shall be considered to work not more than forty (40) hours each week. Employees who are appointed less than full-time shall accrue credit for sick leave with pay on a pro rata basis.
- 14.3 Sick leave may be accumulated without limits, and no additional sick leave with pay beyond that accumulated shall be granted except as provided for in Provision 14.8.
- 14.4 An employee shall be responsible for reporting an absence to the appropriate administrator as soon as possible in compliance with SFSU Head Start Program policies.
- 14.5 An employee shall be responsible for completing and signing the absence form and returning the absence form to the appropriate administrator upon reporting to work.
- 14.6 An employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave. An employee shall not normally be required to provide such a statement or verification for an absence of three (3) consecutive days or less charged to sick leave.
- 14.7 "Immediate family" as used in this Article shall mean:
- a. the employee's spouse or domestic partner;
 - b. the employee's, spouse's or domestic partner's father, mother, sister, brother, grandparent, great-grandparent, child (including foster, adopted and step child), grandchild;
 - c. the employee's son-in-law, daughter-in-law; and
 - d. a relative of the employee, spouse or domestic partner who is living in the immediate household of the employee.

Catastrophic Leave Donation Program

14. 8 Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation and CTO, due to a catastrophic illness or injury. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work.

The following provisions shall apply:

- a. An employee, his/her representative or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definition provided above.
- b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.
- c. Employees may donate a maximum of forty (40) hours leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- d. Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the Worker's Compensation claims administrator upon application for these benefit(s) by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
- e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three (3) calendar months calculated from the first day of catastrophic leave. The President may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.

- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family (as referenced in Article 14.7) if this results in the employee being required to take time off for an extended period in order to care for the family member and the employee has exhausted both all of his/her accrued vacation credits and all of his/her accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining agreement. Only donated vacation credits may be used for such family care catastrophic leave. Immediate family member shall be defined in accordance with the definition contained in the sick leave provisions of the collective bargaining agreement covering the recipient employee.
- k. The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining agreement covering the grieving employee

Absences Chargeable to Sick Leave

14.9 The appropriate administrator may authorize sick leave. When possible, employees should schedule appointments during non-work hours. When necessary, employees should submit a request for time off chargeable to sick leave at least two (2) days in advance of a scheduled appointment. Authorization for sick leave shall only be granted when an employee is absent because of:

- a. illnesses, injury, or disability related to pregnancy;
- b. exposure to contagious disease;
- c. dental, eye, other physical or medical examinations or treatments by a licensed practitioner;
- d. emergency family care due to illness or injury in the immediate family. Up to five (5) days of accrued sick leave credit may be used for emergency family care during any one (1) calendar year. The appropriate administrator may authorize an additional ten (10) days of accrued sick leave credit for family emergency care during one (1) calendar year.

An employee may request the use of accrued sick leave credit for emergency family care beyond the maximum set forth above. Such requests must be accompanied by a physician's statement of need, or other appropriate verification.

- e. death of a person in the immediate family.

Upon written request, the appropriate administrator may authorize the use of accrued sick leave for funeral leave.

The granting or denial of such additional use of sick leave in provisions 14.9 (d) and (e) shall be the prerogative of the appropriate administrator and shall not be subject to Article 7, Grievance Procedure, of this Agreement.

- 14.10 The Program Head or designee may direct an employee to take sick leave if he/she determines that the employee has restricted ability to carry out the duties assigned due to illness.
- 14.11 An employee may be required to undergo a medical examination as directed by the Program Head to ascertain the employee's ability to perform required duties. Such an examination will be by a physician selected by the employer. The Program shall bear the costs of such medical examination.
- In cases where an employee has a written full medical release without restriction to return to work and the appropriate administrator believes that the employee is unable to perform the duties of the position, the appropriate administrator shall consult with Human Resources. If the employee is unable to be at work while the decision is being reviewed, the employee must be placed on paid administrative leave.
- 14.12 Under no circumstances may an employee be granted sick leave for days during layoff periods or during a leave of absence without pay. An employee may not be granted sick leave during periods when the Head Start Program or location is closed.
- 14.13 A female employee on maternity leave pursuant to Article 15, Leaves of Absence Without Pay, shall be entitled to use earned sick leave for the period of time covering date of childbirth and immediate physical recovery there from. Earned sick leave shall be charged for workdays in such a period of time. Normally, fifteen (15) days of earned sick leave may be charged. A physician's verification of disability shall be required for the use of earned sick leave in excess of fifteen (15) days, pursuant to this provision.
- 14.14 The Program Head may authorize unpaid sick leave or the use of vacation for an employee who has exhausted accumulated sick leave.

Bereavement Leave

- 14.15 For each death of an immediate family member as defined in Provision 14.7, upon request to the appropriate administrator, the employee shall be granted three (3) days leave with pay for the bereavement.
- 14.16 Upon request, bereavement leave may be supplemented with an employee's personal leave credits.

Jury Duty

- 14.17 Employees who serve on jury shall receive their salary, except that any employee who serves on jury duty in a federal court shall receive their regular salary only if all amounts received from the federal court are remitted to the CSU. Payment for travel expenses and subsistence received by the employee need not be remitted. Payment shall only be made for those days the employee was required to be at the court for jury duty.

- 14.18 An hourly employee shall be eligible for time off with pay for jury duty only for those hours scheduled to work.
- 14.19 Once an employee receives initial notification of jury duty, the appropriate administrator must be notified.
- 14.20 The employee is required to notify the appropriate administrator in writing prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee when requested by the appropriate administrator.

Leave to Vote

- 14.21 An employee who would otherwise be unable to vote outside of his/her regular working hours may be granted up to two (2) hours of work time without loss of pay to vote at a general, direct primary, or presidential primary election.

An employee shall be required to request such leave time from the appropriate administrator at least two working days prior to the election.

Absence as a Witness

- 14.22 Employees serving as court-subpoenaed witnesses or expert witnesses in the interest of the CSU shall seek the payment of witness fees. Whenever possible, employees shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.
- 14.23 An employee who is absent as a court-subpoenaed witness or expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs such that the employee does not remit such fees, an amount equal to the fees shall be deducted from the employee's salary. No vacation or compensatory time off (CTO) shall be used in such cases.
- 14.24 An employee who receives court fees in excess of regular earnings may keep the excess and need remit only an amount equal to the compensation paid the employee while on leave. If the employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.
- 14.25 Any employee serving as a court-subpoenaed witness on a holiday or while on vacation or on compensatory time off (CTO) shall serve on their own time.
- 14.26 Any employee who is a party to a suit or an expert witness not serving in the interest of the CSU shall appear on their own time. The employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the employee shall be docked for the period of absence.

Military Leave

- 14.27 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law.

Supplement to Industrial Disability Leave (IDL)

- 14.28 Upon written notification to Program Human Resources, an eligible employee may elect to supplement IDL payments with charges to accrued sick leave. Such an election shall be made no later than fifteen (15) days after the report of the injury for which the IDL is being paid.
- 14.29 Such supplement shall continue until the employee has exhausted accrued sick leave or until the employee provides to the CSU written notification to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.
- 14.30 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.
- 14.31 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

Maternity/Paternity/Adoption Leave

- 14.32 Maternity/paternity/adoption leave shall refer to a leave for the purpose of a parent preparing for the arrival and care of a new infant.

An employee shall be entitled to up to thirty (30) calendar days of maternity/paternity/adoption leave subject to the requirements of Provision 15.12, with pay, which shall commence within sixty (60) days of the arrival of a new child. Such leave shall be taken consecutively, unless mutually agreed otherwise by the employee and the appropriate administrator. Maternity, paternity, adoption leave is normally taken in daily increments. Such leave shall be in addition to available sick leave and to available vacation. Paid maternity/paternity/adoption leave runs concurrently with any other related leaves for which the employee is eligible.

ARTICLE 15

LEAVES OF ABSENCE WITHOUT PAY

- 15.1 A full-time employee or part-time permanent employee may be granted a full or partial leave of absence without pay for up to one (1) year for the following purposes/reasons:
- a. loan of an employee to another governmental agency;
 - b. family leave;

- c. outside employment that would lessen the impact of a potential layoff or a layoff;
- d. temporary incapacity due to illness or injury;
- e. other satisfactory reasons.

Leaves without pay granted for d. above shall also be subject to Article 14, Leaves of Absence With Pay. Periods of disability related to pregnancy are subject to the provisions of Article 14, Leaves of Absence With Pay.

- 15.2 A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the President. The President or designee shall determine if such a leave shall be granted and the conditions of such a leave, and shall respond to the application within forty-five (45) days.
- 15.3 An employee who is on a leave of absence without pay shall not return to active pay status prior to the expiration of such a leave without written approval of the President or designee.
- 15.4 Service credit shall not be granted to an employee on a leave of absence without pay.
- 15.5 A leave so granted assures to the employee a right to return to his/her former position or a position within his/her classification upon expiration of the leave and the time lost shall not constitute a break in service.
- 15.6 When requested by the President or designee, an employee granted a leave of absence without pay shall provide verification that the conditions of the leave were met.
- 15.7 An employee on a leave of absence without pay for more than thirty (30) days may opt to continue his/her fringe benefits at his/her own expense. Upon written request of an eligible employee as defined in Article 19, Benefits, the CSU shall provide a system for the continued payment of his/her insurance premiums including health, dental and vision benefits during the period of an unpaid leave of absence. During this period, such an employee shall pay both the employee's and the CSU's contributions. The CSU shall not advance such payments. Such an employee shall pay all contributions prior to the date each payment is due. Failure to pay such premiums will result in coverages lapsing unless the employee makes other arrangements.
- 15.8 The granting or denial of leaves of absence without pay pursuant to Provisions 15.1 through 15.7 shall not be subject to the Grievance Procedure.

Family Care and Medical Leave

- 15.9 An employee who has at least twelve (12) months of service is entitled to a family care and medical leave without pay.
- 15.10 Eligible employees may take up to a total of twelve (12) weeks of family care and medical leave in a 12-month period, including any periods of absence with pay for family care and medical leave purposes.

- 15.11 An employee may be granted family care and medical leave for the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, to care for a child, parent, domestic partner, or spouse of the employee who has a serious health condition, or for the employee's own serious health condition.
- 15.12 For family care and medical leave taken for reason of the birth of a child or adoption/foster care of a child by an employee, any leave taken shall be initiated within one (1) year of the birth of a child or placement of a child with the employee in the case of adoption/foster care.
- The period of family care and medical leave granted to an employee for the birth of a child shall run concurrently with the period of leave available to an employee under Education Code Section 89519.
- 15.13 The amount of family care and medical leave that may otherwise be granted under this Article may be reduced by the amount of family care and medical leave granted to an employee for reasons set forth under Provisions 15.9 through 15.12.
- 15.14 Before granting a family care and medical leave for the serious health condition of a child, parent, spouse, or domestic partner, the President or designee may require certification of the serious health condition from the health care provider.
- 15.15 Upon expiration of the period which the health care provider originally estimated that the employee needed to care for the child, parent, spouse, or domestic partner, the President or designee may require the employee to obtain recertification if additional leave is requested.
- 15.16 Family care and medical leave shall be leave without pay except that an employee must utilize all accrued personal holidays and vacation that he/she is otherwise eligible to take during the otherwise unpaid period of the family leave.
- 15.17 An employee may use accrued sick leave during the period of family care and medical leave upon mutual agreement between the employee and the appropriate administrator. Such requests for sick leave shall be made in accordance with Article 14 of this Agreement.
- 15.18 Family care and medical leave is separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2). If a female employee takes part or all of the maximum four (4) months of pregnancy disability leave, she may request up to twelve (12) weeks additional family care and medical leave for reason of the birth of her child, or due to her own serious medical condition. Family care and medical leave and pregnancy disability leave shall run concurrently with the period of leave available under the provisions of Education Code Section 89519. Family care and medical leave shall not run concurrently with pregnancy disability leave under Government Code Section 12945.

- 15.19 An employee shall provide the President with written notice of the need for family care and medical leave as soon as the event necessitating the leave becomes known to the employee. In general, as much advance notice as is reasonably possible shall be provided and normally shall not be less than five (5) working days of the event giving rise to the need for leave.
- 15.20 If the employee's need for family care and medical leave is foreseeable due to the planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide the President with not less than fourteen (14) days notice of the need for the leave. The employee shall consult with the appropriate administrator regarding the scheduling of the treatment or supervision so as to minimize disruption of the operations of the program.
- 15.21 A family care and medical leave so granted assures to the employee a right to return to his/her former position or an equivalent position upon expiration of the family care and medical leave. If the former position and any equivalent position has ceased to exist due to legitimate business reasons unrelated to the leave, the program shall make reasonable accommodation by alternative means that will not cause undue hardship to the program. Such alternative means shall include, but not be limited to, offering the employee any other position which is available and for which the employee is qualified. The family care and medical leave shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement.
- 15.22 An employee on family care and medical leave shall retain employee status pursuant to this Agreement during the period of the family care and medical leave. During a family care and medical leave, an employee may continue to participate in benefits to the same extent and under the same conditions as would apply to any other personal leave of absence without pay pursuant to this Agreement, except that if any paid portion of the family care and medical leave is less than twelve (12) weeks, unless canceled by the employee, the CSU shall continue to make employer contributions toward health, dental and vision coverage for the unpaid remainder of the twelve (12) week period. If an employee fails to return at the end of the family care or medical leave, the CSU may require repayment of insurance premiums paid during the unpaid portion of the leave. The CSU shall not require repayment of premiums if the employee's failure to return is due to his/her serious health condition or due to circumstances beyond the employee's control.
- 15.23 The leave of absence of a temporary employee eligible for such leave pursuant to this Article shall terminate upon the expiration of that employee's temporary appointment.

ARTICLE 16

HOURS OF WORK

Work Schedules

- 16.1 Full-time employees in non-exempt classifications shall work a minimum workweek of forty (40) hours in a seven (7) day period.

Under normal circumstances, work schedules shall provide for five (5) consecutive days' work in a seven (7) day period.

- 16.2 The appropriate administrator shall determine the work schedule for an employee. An employee shall be provided with notification of a permanent work schedule change or a summer work schedule at least twenty-one days prior to the effective date of the work schedule change. The appropriate administrator may give consideration to employee seniority.

The work schedules for employees who occupy positions that involve attending parental meetings and/or making home visits hours may be reviewed/revised at the discretion of the appropriate administrator.

- 16.3 For those employees assigned a five (5) day workweek, the workday shall normally consist of eight (8) hours.
- 16.4 For non-exempt classifications, the full-time workweek is a workweek of forty (40) hours within seven (7) consecutive twenty-four (24) hour days. In accordance with the provisions of Article 18, employees may be required to work overtime hours as directed by the appropriate administrator.

Employee Request for Work Schedule Change and/or Flexible Work Hours

- 16.5 An employee may submit a written request to the appropriate administrator for a change in the work hours and/or workdays of his/her work schedule. Such requests shall be submitted twenty-one (21) days prior to the requested effective date of the change. An employee shall not submit more than two (2) such requests per year.
- 16.6 If deemed necessary by the appropriate administrator or the employee, a meeting between the appropriate administrator and the employee shall be held to discuss the work schedule change request.
- 16.7 If a conflict in work schedule change requests arises, the appropriate administrator shall give consideration to the employee with the most seniority provided that operational needs are met.
- 16.8 The appropriate administrator shall respond in writing to the employee regarding approval or denial of such request.

Meal Periods

- 16.9 An employee shall be entitled to a meal period not to exceed thirty (30) minutes. The time of such meal period shall be designated by the appropriate administrator and shall be at or near the middle of the workday. Such meal periods shall not count toward hours worked, except as provided for in Provision 16.10.

- 16.10 An employee required to remain on the job at his/her workstation for the full shift period shall be permitted to take a meal period, not to exceed thirty (30) minutes, during work time.
- 16.11 An employee shall be allowed rest periods each workday of fifteen (15) minutes for each four (4) hours worked. Rest period schedules shall be determined by the appropriate administrator in accordance with the operational needs of the department. Rest periods shall be counted towards hours worked. When an employee is required to perform duties during a scheduled rest period, the appropriate administrator shall endeavor to reschedule the rest period for that workday. Rest period time not taken shall not be cumulative.

ARTICLE 17

WORKLOAD

- 17.1 The Program shall adhere to minimum staffing and maximum caseload levels established by federal and state regulations and Program requirements. The Program shall also comply with all applicable funding source regulations. Federal-funded programs require an adult-to-student ratio of 1:10 in the classroom; state-funded programs require an adult-to-student ratio of 1:8 in the classroom; Early Head Start and the Infant and Toddler Program require an adult to infant ratio of 1:4.
- 17.2 The Program agrees to provide all supplies, tools, and equipment necessary for the performance of required duties.
- a. The Program agrees to reimburse employees for all pre-approved business expenses in accordance with CSU policies. Employees must submit requests for reimbursement in writing to the appropriate administrator for review and approval.
- 17.3 The Program agrees to distribute the workload as equitably as possible within the parameters of funding agreements.
- a. Family Advocates shall normally carry a caseload that will not exceed fifty-five (55) families.
- b. Teachers will be provided four hours each week on Friday afternoon for the purpose of educational planning and curriculum development. It is expected that this work will be performed in the classroom or applicable Head Start location outside of regular teaching hours.

ARTICLE 18

SALARY

- 18.1 The salary schedule for bargaining unit employees shall be found in Appendix A and incorporated in this Agreement by reference.
- 18.2 An employee shall be assigned a salary rate appropriate to the employee's position within the Head Start Classification salary range, as provided in Appendices A, B and C. The salary range of the Head Start classification shall include a minimum salary rate and a maximum salary rate.

General Salary Increase

- 18.3 Two Cost of Living Adjustments (COLA) will be applied to all Head Start employees in accordance with the terms and conditions set forth below. These COLAs will be funded by two different Federal Grant (Base & ARRA) funding sources awarded to the Head Start Program.
- a. The Base Grant provides for a 3.06% COLA adjustment, and is a permanent on-going adjustment to the employee's base pay. This COLA adjustment shall be effective retroactive to the June 2009 pay period.
 - b. The American Recovery and Reinvestment Act (ARRA) Grant provides for a 1.84% COLA adjustment. This COLA adjustment shall be effective retroactive to the July 2009 pay period. Per the ARRA Grant, this COLA adjustment is a one-time (not ongoing) adjustment for a limited duration. This COLA adjustment is available for a twelve (12) month period only, and shall be applied to twelve (12) consecutive monthly pay periods. The ARRA COLA adjustment for all employees shall expire effective the July 2010 pay period. No more than twelve consecutive months of the ARRA-funded COLA adjustments shall be applied, unless funding for the 1.84% ARRA Grant COLA adjustment is continued. Once received by the Program, all final terms and conditions of the Federal ARRA Grant shall apply.
 - c. Bargaining unit employees hired after the June 2009 pay period shall receive their base pay, in addition to the 1.84% ARRA COLA adjustment for the remainder of the twelve (12) month period, expiring effective the July 2010 pay period. Newly hired employees shall not receive ARRA COLA adjustments prior to their hire date.
 - d. Upon the expiration of the one-time 1.84% ARRA Grant COLA adjustment, each employee's base pay in effect at that time shall be reduced by 1.84%, unless funding for the 1.84% ARRA Grant COLA adjustment is continued.
 - e. The salary range minimums and maximums on the salary schedule and the salary rates in Appendices A, B and C shall be adjusted by the 3.06% COLA effective the June 2009 pay period and the 1.84% AARA COLA effective the July 2009 pay period.

- f. Upon the expiration of the one-time ARRA Grant 1.84% COLA adjustment, the salary range minimums and maximums on the salary schedule and the salary rates in Appendices A, B, and C shall be reduced by 1.84%, unless funding for the 1.84% ARRA Grant COLA adjustment is continued.
- 18.4 COLA increases granted by the Federal Government during the remainder of the term of this Agreement shall be applied to all employees as an across-the-board increase. This increase must be approved for spending by the Regional Administration for Children and Families and will be effective retroactive to the beginning of the pay period following the effective date established by the Federal Government.
- 18.5 COLA increases in subsequent years are contingent upon Federal Government funding.
- 18.6 The minimum and maximum of the Head Start classification salary range in Appendix A and the rates of specific jobs in Appendix B shall be adjusted by any COLA increase granted during the term of this Agreement.

Educational Incentives

- 18.7 Educational Incentives in the form of base salary increases, not to exceed the maximum rate of the classification, will be granted to employees in eligible classifications for completed units of education as shown in Appendix C.

Overtime Compensation

- 18.8 Overtime is defined as authorized time worked in excess of forty (40) hours in a seven-consecutive twenty-four (24) hour period beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday.
- 18.9 Overtime shall be compensated in cash or in compensatory time off (CTO) as determined by the appropriate administrator. Overtime shall be compensated consistent with the provisions of the Fair Labor Standards Act (FLSA). Employees eligible to receive overtime pay shall be compensated at the rate of one and one-half times their hourly straight time rate.
- 18.10 Overtime shall be authorized and assigned by the appropriate administrator.
- 18.11 The only official methods for the computation and accumulation of overtime are those provided in this Article.
- 18.12 The appropriate administrator shall ask the appropriate employee to work overtime. If that employee cannot be available, qualified volunteers will be offered the opportunity. Advance notice of overtime shall be provided to the appropriate employee whenever possible. An employee shall be required to work overtime if no qualified volunteer is available.

Compensatory Time Off (CTO)

- 18.13 Requests for scheduling CTO shall be submitted to the appropriate administrator at least seven days in advance. CTO shall be scheduled and taken only as authorized by the appropriate administrator.
- 18.14 When possible, the scheduling of earned CTO shall be by mutual agreement of the employee and the appropriate administrator. Upon reasonable notice to the employee, the appropriate administrator may direct the employee to take earned CTO.
- 18.15 CTO must be taken within thirty (30) days of being earned or it will be paid off within two pay periods following the 30-day period.
- 18.16 Upon request of the employee, the appropriate administrator shall provide an accounting of the employee's CTO balance within two weeks of such request.
- 18.17 When an employee is separated from service, the employee will receive a lump-sum payment for any earned CTO.

Family Advocate Stipend

- 18.18 Employees serving in Job Title Family Advocate in class code 1238 shall receive a stipend of one hundred seventeen dollars (\$117.00) per month of service for a family case load in excess of 45 families. The stipend payment shall be discontinued effective the next monthly pay period following a decrease in the case load to below 46 families.

Salary Stipends

- 18.19 An employee shall receive a monthly salary stipend when assigned by the Head Start Program Head or his/her designee to temporary project coordination or lead work functions. These supplemental work assignments are to be made in writing, must have a specific beginning and ending date, and shall include a list of new duties for which the employee will receive additional compensation.
- 18.20 At the discretion of the Head Start Program Head or his/her designee, an employee may receive a monthly stipend when assigned, for a limited period of time, additional work or special projects over and above their regularly assigned duties.
- 18.21 The following provisions shall apply to the awarding of a stipend under provisions 18.19 and 18.20, above:
 - a. The stipend shall be between one hundred dollars (\$100) and five hundred dollars (\$500) and shall be paid on a month to month basis for the duration of the work assignment.
 - b. The decision of the Head Start Program Head or his/her designee, made in accordance with this article regarding supplemental assignment specified in provisions 18.19 through 18.21 above shall be final and shall not be subject to Article 7, Grievance Procedures.

Underpayment of Wages

- 18.22 In the event that an employee believes that he/she has been underpaid, the employee shall notify his/her supervisor in writing immediately following the discovery that an underpayment may have occurred. If the Payroll Manager or his/her designee agrees that an underpayment has occurred, he/she shall notify the employee within ten (10) days, and shall issue a check for the full amount of the underpayment as soon as practical, but no later than thirty (30) days after the the confirmation of the underpayment by the Payroll Manager or his/her designee.

ARTICLE 19

BENEFITS

Eligibility

- 19.1 The term "eligible employee" as used in this Article shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from health, dental, vision care and life and accidental death and dismemberment benefits include intermittent employees or any employee paid wholly from funds not controlled by the CSU or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made.
- 19.2 The term "eligible family member" as used in this Article shall mean the eligible employee's legal spouse, and unmarried children from birth to the end of the month in which the dependent children reach age twenty-three (23). An adopted child, stepchild, natural child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over the age twenty-three (23) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier consistent with the carrier's requirements. Upon attaining age twenty-three (23), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.

Health, Dental and Vision Benefits for Domestic Partners of CSU Benefit Eligible Employees

- 19.3 The parties agree to extend health, dental and vision benefits to domestic partners, as defined pursuant to section 297 et. seq. of the Family Code, Article 9, section 22867 et. seq. of the Government Code and section 1261 of the Health and Safety Code, or any successor(s) or substitute provision(s) of these code sections of benefit eligible employees in represented bargaining units. The parties further agree that the registration of domestic partners of represented benefit eligible employees, and all other procedures and conditions required to receive health benefits, as currently set forth in CalPERS Circular Letter 600-18, shall also apply to the receipt of dental and vision benefits.

It is further understood and agreed that the parties to this agreement do not intend to waive, and do not waive, their individual and/or collective rights to challenge, including in a court of competent jurisdiction, the propriety and/or legality of CalPERS regulations as set forth in CalPERS Circular Letter 600-18. If said CalPERS regulations are revised, Circular Letter 600-18 regulations as amended will continue to control the implementation of health, dental and vision benefits for the domestic partners of represented benefit eligible employees. Any such changes involving mandatory bargaining subjects under HEERA shall be subject to negotiation after a 30-day notice by a party to this agreement.

Health

19.4 Eligible employees and eligible family members as defined by CalPERS shall continue to receive health benefits offered through the CalPERS system for the life of this Agreement. Payment for those benefits shall be based on rates established by CalPERS for participating members. The Employer contribution shall be based on the current formula as provided in Government Code Section 22871, or any successor or substitute provisions of that code section.

Dental

19.5 Dental benefits provided by the CSU through the insurers selected by the CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in Provisions 19.1 and 19.2. The CSU Enhanced Level I Indemnity Plan and the CSU Basic Pre-paid Dental Plans shall be offered to eligible employees and eligible family members.

Vision Care

19.6 Eligible employees and eligible family members as defined in Provisions 19.1 and 19.2 shall be entitled to receive vision care benefits. Such benefits shall be provided through carriers selected by the CSU. The CSU's contribution shall equal one hundred percent (100%) of the basic monthly premium for the life of this agreement.

Health Care Reimbursement Account

19.7 All eligible bargaining unit employees except intermittent employees shall be entitled to participate in the CSU Health Care Reimbursement Account (HCRA) Plan. The terms of this plan shall be determined by CSU and IRS regulations. Participating employees shall pay all administrative costs for participation.

Life, Accidental Death and Dismemberment Insurance

19.8 The CSU shall provide eligible employees with a life insurance and accidental death and dismemberment insurance policy at no cost to the employee. This program shall provide life and accidental death and dismemberment insurance during the term of employment in the amount of \$50,000 for each type of coverage.

Non-Industrial Disability Insurance

- 19.9 Effective June 1, 2009, the maximum weekly payment for employees eligible for Non-Industrial Disability Insurance pursuant to Education Code Section 89529.15, or any successor(s) or substitute provision(s) of that code section, shall be two-hundred fifty dollars (\$ 250.00).

Industrial Disability Leave

- 19.10 Eligible Head Start employees may participate in the CSU Industrial Disability Leave (IDL) program in accordance with the terms set forth by the CSU.

CalPERS

- 19.11 Head Start employees' eligibility for membership in the CalPERS retirement system shall be determined pursuant to the California Public Employees' Retirement Law.

Part-Time, Seasonal and Intermittent Employees - Retirement

- 19.12 Part-time, seasonal, temporary and intermittent employees will participate in the PST Retirement Plan administered by the Department of Personnel Administration. The total cost of the plan will be paid by participating employees in the form of a seven and one-half percent (7.5%) pretax reduction, in accordance with Section 414(h) of the Internal Revenue Code, from a participating employee's covered wages each pay period. There shall be no cost to the CSU.

403 (b) Plan

- 19.13 All employees in the bargaining unit shall be eligible to participate in tax-sheltered annuity programs in accordance with the regulations and procedures as established by the CSU and according to IRS regulations.

Information Regarding Benefits

- 19.14 The campus shall provide information concerning an individual employee's rights under NDI, IDL, Temporary Disability, Social Security and/or CalPERS retirement options. Upon written request, an employee shall be granted an appointment, during work time, for the purpose of discussing such rights.

Travel Reimbursement

- 19.15 Employee expenses incurred as a result of travel on official Head Start business shall be reimbursed in accordance with CSU travel regulations.

Employee Assistance Programs

- 19.16 The CSU shall continue the existing Employee Assistance Program (EAP), or an equivalent program. Records pertaining to an employee's participation in the Employee Assistance Program shall remain confidential.

Dependent Care

19.17 All bargaining unit employees, except intermittent employees, shall be entitled to participate in the CSU Dependent Care Reimbursement Program. The terms of this program shall be determined by the CSU and IRS regulations. Participating employees shall pay all administrative costs for participation.

Health Premium Conversion Program (TAPP)

19.18 All eligible employees who contribute toward health benefits pursuant to Provision 19.4 shall be entitled to participate in the CSU Health Premium Conversion Program. The terms of this program shall be determined by the CSU. Participating employees shall pay all administrative costs for partaking.

FlexCash Plan

19.19 Eligible employees shall be entitled to participate in the CSU FlexCash Plan. A participating employee may waive health and/or dental insurance coverage in exchange for the following monthly payments:

1. Waive medical & dental \$140 per month
2. Waive medical only \$128 per month
3. Waive dental only \$12 per month

In order to participate in the Plan, an employee will be required to request participation and certify that he/she has alternate non-CSU coverage in the insurance being waived. The terms of this Plan shall be determined by the CSU. Participating employees shall pay all administrative costs for participation.

Public Transportation Incentives

19.20 The Program will encourage the use of alternative transportation as appropriate to the location to comply with state and federal air quality rules and regulations. At the discretion of the Program Head, subject to the State Controller's Office (SCO) procedures and IRS regulations, the CSU may establish, maintain or cease transportation benefit programs. Programs that encourage the use of alternative transportation may include, but are not limited to:

- a. Commuter tax benefit programs;
- b. Van pools, which may or may not be subsidized;
- c. Ride share points;
- d. Free or discounted mass transit passes.

ARTICLE 20

PROFESSIONAL DEVELOPMENT

General Training and Development

- 20.1 An employee may submit a request for training and development to the appropriate administrator. Such a request may include flexible working hours, if available, and fee waiver. If the appropriate administrator denies such a request, the denial shall be in writing.
- 20.2 When an employee is required by an appropriate administrator to take work-related training, the employee shall be granted release time for such training if it occurs during working hours. When an employee is required by an appropriate administrator to take work-related training during non-working hours, the employee shall be granted overtime pay or CTO as determined by the appropriate administrator. Appropriate costs for such training shall be borne by the Program.
- 20.3 Employees shall be provided necessary training appropriate to any newly assigned job duties as determined by the appropriate administrator. In-service training will be provided a minimum of three times per year. Employees will be paid as appropriate as if they had worked on those days.
- 20.4 Based on the operational needs of Head Start and the requirements of the position, the appropriate administrator may approve requests for participation in continuing education activities necessary to maintain licenses or certificates required by the state or federal licensing agencies.

Training Opportunities

- 20.5 An eligible employee shall be granted release time for the purpose of taking examinations to maintain a specialized license required by Head Start except for a DMV Class C operator license.

Employee Development

- 20.6 An employee wishing to pursue educational goals may, with the guidance and support of the appropriate administrator, in consultation with the Human Resources Office, formally develop and obtain approval of a career development program. This program must be based on the results of the annual self-assessment process and the analysis of data collected through the annual Program Information Report (PIR). This program should include attainment of a certificate, an associate degree, an undergraduate degree, a graduate degree or other achievement appropriate for the employee's professional goals in the Head Start Program.

Fee Waiver

- 20.7 The appropriate administrator shall approve requests from all full-time employees and part-time permanent employees for enrollment in the CSU fee waiver program subject to the provisions of this Article.
- 20.8 A maximum of two (2) courses or six (6) units, whichever is greater, per semester/quarter (exclusive of courses in self-support programs) may be taken on the fee waiver program, provided that the CSU admission requirements shall be met, waived, or are non-applicable. Courses taken on the fee waiver program shall be taken for credit.
- Doctoral program fees are excluded from all fee waiver benefits provided herein.
- 20.9 Fee waiver courses shall be job-related and taken for credit. The course of study will be established by the employee and an appropriate advisor of choice and shall be subject to approval by Human Resources. The CSU admission requirements shall not apply for job-related courses.
- 20.10 Subject to conditions listed in a. and b. below, an employee shall be granted reasonable release time for one CSU course per semester/quarter.
- a. The course shall be job-related or shall be part of an approved Career Development Plan.
 - b. The operational needs of the department are met without additional costs as determined by the Program Head.
- 20.11 Employees on a leave of absence who otherwise are eligible to request a fee waiver may request fee waiver for enrollment in no more than two courses per semester/quarter.
- 20.12 In order for an employee to continue participation in this program, acceptable academic standards shall be maintained.
- 20.13 A record of completed courses may be placed in the employee's official personnel file.
- 20.14 The term "fee waiver" as used in this Article means a program that waives or reduces fees as listed below:

The following fees shall be fully waived:

Application Fee
Health Services Fee
Identification Card Fee
Instructionally Related Activity Fee

The following fees shall be reduced to one dollar:

Student Body Association Fee
Student Union Fee
Health Facilities Fee

The State University Fee shall be waived for the units of courses taken in the CSU fee waiver program.

Employees taking courses in addition to the CSU fee waiver courses shall pay any difference between the amount waived and the full State University Fee.

Employees shall pay the full amount of all fees not waived or reduced to one dollar.

Participation in the fee waiver program shall entitle an employee to instructional services but not to student services.

- 20.15 An employee who qualifies for admission to a campus in accordance with established CSU standards and criteria shall be admitted, except that fees may be waived pursuant to this article. An employee who does not qualify for regular admission may be admitted pursuant to the authority of the president, except that fees may be waived pursuant to this article.

ARTICLE 21

HEALTH AND SAFETY

- 21.1 Head Start recognizes the importance of procedures for the protection of health and safety of employees and shall endeavor to maintain such conditions conducive to the health and safety of the employees. In the event of earthquake, other natural disasters, or a state of emergency declared by the Program Head, the Program shall endeavor to take necessary health and safety measures as required. At an appropriate time, the Program agrees to meet with the Union to review such measures taken during an earthquake or other natural disaster.
- 21.2 Safety equipment shall be provided and maintained as applicable as determined by the Program Head to maintain safe and healthful conditions.
- 21.3 An employee shall endeavor to maintain safe working conditions and shall adhere to Program-established safety rules, regulations, and practices.
- 21.4 An employee who observes or detects any safety hazard shall report it first to the immediate supervisor or appropriate administrator as soon as possible, and may report it to Program Human Resources.
- 21.5 Recommendations and suggestions regarding safety presented by an employee or the Union shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator and to the Program Human Resources Office

in writing, the employee shall receive a response in writing that provides the disposition of such a recommendation or suggestion.

- 21.6 When an employee in good faith believes they are required to work under unhealthy or unsafe conditions, he/she shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions and shall immediately communicate with the employee the results of such an investigation and, as appropriate, the steps that shall be taken to correct the condition.

If the unhealthy or unsafe condition is an imminent hazard, as defined by CAL/OSHA, in which there is a reasonable certainty that a hazardous condition could be expected to cause death or serious physical harm, the appropriate administrator shall respond as soon as possible.

- 21.7 An employee who believes in good faith that their present assignment presents a clear danger to health and safety may request a temporary reassignment. The appropriate administrator shall promptly respond to such a request. Such a request shall not be unreasonably denied during the preliminary investigation. If an unsafe or unhealthy condition is found during the investigation, the temporary reassignment shall continue until a remedy is implemented. If, after the remedy is implemented, the employee still believes the unsafe or unhealthy condition exists, they may contact the Program Human Resources Office. Program Human Resources will make a determination as to whether an Environmental Health and Safety Officer will be consulted and respond to the employee as soon as possible.
- 21.8 Three employees from the bargaining unit shall be designated by the Union to represent the safety interests of employees in the bargaining unit. The name of these individuals shall be provided in writing to the Program Head.
- 21.9 The Union may request a meeting to be held within two weeks to discuss serious Health and Safety issues. The meeting will be on paid time.
- 21.10 When available, upon the Union's written request, the Program shall furnish location disaster plans and the Material Safety Data Sheets on hazardous substances used by unit employees. Where available, other similar information, such as an Injury and Illness Prevention Program, shall be provided to the Union or an employee, upon written request and within the requirements of the law.
- 21.11 As deemed necessary by the Program Head, the Program shall provide safety training and instruction to minimize potential illness or injury to employees.

ARTICLE 22

LAYOFF

Determination

- 22.1 At a Head Start location when the Program determines that a layoff must occur due to a lack of funding or enrollment the following procedures will apply.

Union Notice

- 22.2 When the Program Head determines there is a need for implementation of any procedures outlined in this Article, the Program will immediately notify the Union in writing. The Union must request to meet and confer with the Program on the bargaining unit impact of the layoff within thirty (30) days of notification or the requirement to meet & confer shall be waived. The notification to meet and confer with the Program must be in writing.

Order of Layoff

- 22.3 Layoff shall be within the positions or job titles determined by the Program Head. The order of layoff by position shall be first, temporary and probationary employees with the position titles, then permanent employees. Non-reappointment of a temporary employee does not constitute a layoff.

Temporary and Probationary Employees

- 22.4 The Program Head shall establish the order of layoff for temporary and probationary employees with the same job titles by considering merit and competency in relation to program needs.

Permanent Employees

- 22.5 The Program shall establish the order of layoff for permanent employees in reverse order of seniority in a position.
- 22.6 An employee who possesses specialized skills required by the program in a position undergoing layoff may be excluded by the Program Head from the layoff. An employee with demonstrably better performance than another employee with greater seniority in the position will be given retention priority over the employee with lesser performance.
- 22.7 All time spent in family care, military, disability, or leave with pay status shall count toward the accumulation of seniority. All other time spent in leave without pay status, as well as periods of suspension without pay, shall not count toward the accumulation of seniority, however, such time shall not constitute a break in continuous service.

Permanency for Head Start employees under Foundation oversight, prior to moving to the CSU, is considered to be one year of service in a position/job.

22.8 Seniority shall be based on the hire date minus any time noted in Provision 22.7 that does not count towards the accumulation of seniority.

Tie-Breaking in the Order of Layoff

22.9 A tie exists when two or more permanent employees in a position undergoing layoff have the same amount of seniority.

22.10 The Program Head shall break ties in establishing the layoff order of permanent employees by considering only the following factors:

- a. Specialized skills and competencies of the employee; and
- b. Documented superior performance by the employee.

Employee Notice of Layoff

22.11 A temporary or probationary employee who is to be laid off shall receive at least two-weeks notice of such layoff in writing from the Program Head as soon as possible after the layoff decision is reached. Where the situation does not allow a two-week notice, the employee shall receive pay-in-lieu of notice.

22.12 A permanent employee shall receive notice of layoff from the Program Head no later than thirty (30) days prior to the effective date of layoff. Such notice shall be in writing. Where the situation does not allow a 30-day notice, a permanent employee shall receive pay-in-lieu of notice.

Employee Options in Lieu of Layoff

22.13 Given the unique nature of the Head Start Program, the parties agree that a permanent or probationary employee who has received a notice of layoff may elect to be demoted to any position where permanency has been established during the period preceding the layoff or for which the employee holds the requisite seniority, licenses, certificates, qualifications and experience.

22.14 If an employee elects a demotion in-lieu of layoff, his/her salary shall be reduced to the existing maximum salary in that position.

22.15 In order to elect the options in Provisions 22.13 - 22.14 above, an employee must notify the campus Human Resources Office in writing of his/her election not later than thirty (30) days after receiving the notice of layoff .

22.16 An employee replaced by the transfer of an employee who has received a notice of layoff shall have the same rights as outlined in Provisions 22.13 - 22.14 of this Article.

Reemployment Rights/Opportunities

- 22.17 Program Human Resources shall enter the names of laid-off permanent employees on a reemployment list in order of seniority. An employee's name shall remain on the reemployment list until he/she returns to same position held at the time of layoff and at the same time base as previously held. In no case shall a name remain on the reemployment list for more than five years.
- 22.18 Position vacancies for which there are names of qualified individuals on the reemployment list shall not be filled without first making an offer of reemployment to those on this list. If an individual on the reemployment list declines two such offers, reemployment rights shall be considered waived. An individual on a reemployment list may request inactive status for up to one year.
- 22.19 An employee reemployed under the conditions of this Article shall retain permanent status rights, service credit (subject to Public Employees' Retirement System (PERS) regulations), salary, sick leave and seniority held at the date of layoff.
- 22.20 An employee who has been laid off and placed on the re-employment list may be eligible to participate in the fee waiver program as described in Article 20 for the duration of the time that the employee is on the re-employment list. In order to participate in the program, the employee shall have a career development/job related plan on file in the Human Resources Office and shall meet all applicable fee waiver requirements.

ARTICLE 23

NON-DISCRIMINATION

- 23.1 The CSU and the Head Start Program prohibit discrimination on the basis of race, religion, ancestry, color, sex, sexual orientation, age, physical disability, mental disability, veteran status, marital status, pregnancy, medical condition and/or national origin. "Veteran status," as used herein, refers to the categories protected under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), which currently includes Vietnam-era veterans, qualified special disabled veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge was authorized. It is recognized these categories of protected veterans may expand or contract in the future consistent with changes in the VEVRAA. "Disability" and "medical condition," as used herein, are consistent with the definitions provided in the Americans with Disabilities Act and the Fair Employment and Housing Act.
- 23.2 An employee, who alleges discrimination in violation of a CSU systemwide non-discrimination or anti-harassment policy, shall file a complaint under the procedure described in Executive Order 928, or in any superseding executive order, as applicable. An employee may also file a complaint regarding the same incident with the Equal Employment Opportunity Commission and/or the Department of Fair Employment and

Housing provided the complaint falls within the statute of limitations established by the federal government.

Whistleblowing

- 23.3 An employee, who wishes to file a disclosure of an improper governmental activity and/or a significant health or safety threat, shall file the complaint under the procedure described in Executive Order 821, or in any superseding executive order, as applicable.
- 23.4 An employee, who alleges that he/she suffered retaliation for making a protected disclosure of an improper governmental activity and/or a significant health or safety threat, shall file a complaint under the procedure described in Executive Order 822, or in any superseding executive order, as applicable.

ARTICLE 24

LABOR MANAGEMENT COMMITTEE

- 24.1 Program Head shall establish a joint labor/management committee (LMC) composed of up to four representatives each from labor and management employed at Head Start. Both sides shall be equally represented and appointed by their respective parties.
- 24.2 If formed, this committee shall meet on an ad hoc basis, at times and dates mutually agreeable to the parties. The parties shall notify each other of the issues that they desire to discuss at least fifteen (15) days prior to the scheduled meeting date.
- 24.3 The committee's agenda shall be limited to discussing matters which the Program has the authority to resolve and will be related to the interpretation and application Head Start policies and/or the provisions of the Agreement between the parties.
- 24.4 Release time shall be provided to members of the LMC for the purpose of participating on the committee.
- 24.5 Committee recommendations, if any, will be advisory in nature.

ARTICLE 25

DURATION AND IMPLEMENTATION

- 25.1 Except as provided below, and otherwise agreed to in this contract, this Agreement shall become effective upon execution by both parties, and shall remain in effect up to and including May 31, 2012.
- 25.2 Negotiations for a successor agreement shall commence when one of the parties delivers to the other its proposals in writing no earlier than January 1 and no later than February 1 immediately preceding the expiration date of this Agreement.

25.3 For fiscal years 2010/2011 and 2011/2012 either party may reopen for the purpose of negotiations, subject to the public notice provisions of HEERA, Article 18, Salary. The party seeking to reopen this article must deliver to the other party its proposal in writing no earlier than January 1 and no later than February 1 in the fiscal year in which negotiation of the article is desired.

Any term of this Agreement determined by Head Start to carry an economic cost shall not be implemented until Head Start determines that the amount required therefore has been appropriated and is available for expenditure for that purpose. If Head Start determines that less than the amount needed to implement any provisions of this Agreement has been appropriated, those provisions that carry an economic cost shall automatically be subject to the meet and confer process.

APPENDICES

SALARY SCHEDULE

The Unit 12 salary schedule can be found at:

<http://www.calstate.edu/HRAdm/SalarySchedule/SalaryDocs.aspx>

NOTE: Final calculations will be made by SCO. Web link will be updated accordingly.

Head Start/Early Head Start Job Titles and Monthly Salary Rates (Actual) June '09

Group 1: Educational Program Job Titles

	FLSA Classification	Minimum Salary
Center Assistant	Non-Exempt	2,033
Teacher Assistant I	Non-Exempt	2,053
Teacher Assistant II	Non-Exempt	2,174
Associate Teacher I	Non-Exempt	2,445
Associate Teacher II	Non-Exempt	2,748
Teacher I	Non-Exempt	3,178
Teacher II	Non-Exempt	3,431
Head Teacher I	Non-Exempt	3,361
Head Teacher II	Non-Exempt	3,614
Infant/Toddler Teacher I	Non-Exempt	3,178
Infant/Toddler Teacher II	Non-Exempt	3,300
Infant/Toddler Teacher III	Non-Exempt	3,431
Infant/Toddler Teacher IV	Non-Exempt	3,661
Infant/Toddler Teacher V	Non-Exempt	3,750
Infant/Toddler Head Teacher	Non-Exempt	3,844

Group 2: Family Advocacy, Early Education and Health Services Job Titles

Title		Monthly Pay Rate
Disabilities/Mental Health Coordinator	Non-Exempt	3,941
ERSEA Coordinator	Non-Exempt	3,941
Education Coordinator	Non-Exempt	3,941
EHS Home Visitor	Non-Exempt	3,661
Family Advocate (less than 45)	Non-Exempt	3,333
Family Advocate (45 or more)	Non-Exempt	3,450
Family Advocate Coordinator	Non-Exempt	4,099
Health Coordinator	Non-Exempt	3,941
Nutrition Coordinator	Non-Exempt	3,941

Group 3: Administrative/Fiscal Services Job Titles

Title		Monthly Pay Rate
Associate Budget Analyst	Non-Exempt	4,222
Data Management Technician	Non-Exempt	2,750
Fiscal Services Assistant	Non-Exempt	4,141
Human Resources Coordinator	Non-Exempt	3,941
Maintenance Worker	Non-Exempt	2,639
Receptionist	Non-Exempt	2,033

Educational Incentive Schedule

Positions Eligible for Salary Rate Increases

Appendix C

Chart A

Job Title	Minimum Credentials	Experience Requirements	ECE Units	Pay Rate
CENTER ASSISTANT	None	Head Start Parent	0	\$11.73 \$2,033.00
TEACHER ASSISTANT I	At least 6 units of ECE Core Subjects	High School	6 – 12	\$11.84 \$2,053.00
TEACHER ASSISTANT II	Completion of ECE Core Subjects plus at least 3 additional ECE units including Classroom Administration.	50 days/3 hrs per day within 2 years	12 – 18	\$12.54 \$2,174.00
ASSOCIATE TEACHER I	Completion of ECE Core Subjects plus at least 12 additional ECE units including 6 units of Classroom Administration plus 16 GE units.	175 days/3 hrs per day within 4 years	21 – 24	\$14.11 \$2,445.00
ASSOCIATE TEACHER II	Completion of ECE Core Subjects plus at least 15 additional ECE units including 6 units of Classroom Administration and 2 units of Adult Supervision plus 16 GE units.	350 days/3 hrs per day within 4 years, including 100 days of supervising adults	24-32	\$15.85 \$2,748.00
TEACHER I	AA w/ 24 ECE units including core, 6 units of Classroom Administration, 2 units of Adult Supervision and 3 units of ECE Supervised Field Experience. <i>CTC Teacher Credential</i>	350 days/3 hrs per day within 4 years, including 100 days of supervising adults	24-32	\$18.33 \$3,178.00
TEACHER II	BA w/ 24 ECE units including core, 6 units of Classroom Administration, 2 units of Adult Supervision and 3 units of ECE Supervised Field Experience. <i>CTC Master Teacher Credential</i>	350 days/3 hrs per day within 4 years, including 100 days of supervising adults	24-32	\$19.79 \$3,431.00
HEAD TEACHER I	AA w/ 24 ECE units including core, 6 units of Classroom Administration, 2 units of Adult Supervision and 3 units of ECE Supervised Field Experience. <i>CTC Site Supervisor Credential</i>	350 days/3 hrs per day within 4 years, including 100 days of supervising adults	24-32	\$19.39 \$3,361.00
HEAD TEACHER II	BA w/ 24 ECE units including core, 6 units of Classroom Administration, 2 units of Adult Supervision and 3 units of ECE Supervised Field Experience. <i>CTC Site Supervisor Credential</i>	350 days/3 hrs per day within 4 years, including 100 days of supervising adults	24-32	\$20.85 \$3,614.00
INFANT/TODDLER TEACHER I	AA w/ 24 ECE units including core, 6 units of Classroom Administration, 2 units of Adult Supervision and 3 units of ECE Supervised Field Experience in an Infant/Toddler setting (CDEV 72 or equivalent). Must obtain a CDA or complete 6 ECE Infant/Toddler units within 12 months. <i>CTC Teacher Credential</i>	350 days/3 hrs per day within 4 years, including 100 days of supervising adults	24-32	\$18.33 \$3,178.00
INFANT/TODDLER TEACHER II	A.A. degree or Competency Development Associate (CDA) certificate with at least (24) academic credits in Early Childhood Education/Development from an accredited institution are required including 6 or more units in infant/toddler courses, 6 units of Classroom Administration, 2 units of Adult Supervision, 3 units of Supervised Field Experience in an Infant/Toddler setting (CDEV 72 or equivalent). <i>CTC Teacher Credential</i>	350 days/3 hrs per day within 4 years, including 100 days of supervising adults	24-32	\$19.04 \$3,300.00
INFANT/TODDLER TEACHER III	BA w/ 24 ECE units including core, 6 units of Classroom Administration, 2 units of Adult Supervision and 3 units of ECE Supervised Field Experience in an Infant/Toddler setting (CDEV 72 or equivalent). Must obtain a CDA or complete 6 ECE Infant/Toddler units within 12 months. <i>CTC Teacher Credential</i>	350 days/3 hrs per day within 4 years, including 100 days of supervising adults	24-32	\$19.79 \$3,431.00

Effective PY2009-2010

SAN FRANCISCO HEAD START PROGRAM

Educational Incentive Schedule

<p>INFANT/TODDLER TEACHER IV</p>	<p>BA w/ 24 ECE units including core, 6 units of Classroom Administration, 2 units of Adult Supervision and 3 units of ECE Supervised Field Experience in an Infant/Toddler setting (CDEV 72 or equivalent). Must obtain a CDA or complete 6 ECE Infant/Toddler units within 12 months. (Transfer from Home Visitor position) <i>CTC Teacher Credential</i></p>	<p>350 days/3 hrs per day within 4 years, including 100 days of supervising adults</p>	<p>24-32</p>	<p>\$21.12 \$3,661.00</p>
<p>INFANT/TODDLER TEACHER V</p>	<p>B.A. degree and Competency Development Associate (CDA) certificate with at least (24) academic credits in Early Childhood Education/Development from an accredited institution are required including 6 or more units in infant/toddler courses, 6 units of Classroom Administration, 2 units of Adult Supervision, 3 units of Supervised Field Experience in an Infant/Toddler setting (CDEV 72 or equivalent). <i>CTC Master Teacher Credential</i></p>	<p>350 days/3 hrs per day within 4 years, including 100 days of supervising adults</p>	<p>24-32</p>	<p>\$21.63 \$3,750.00</p>
<p>INFANT/TODDLER HEAD TEACHER</p>	<p>B.A. degree and Competency Development Associate (CDA) certificate with at least (24) academic credits in Early Childhood Education/Development from an accredited institution are required including 6 or more units in infant/toddler courses, 6 units of Classroom Administration, 2 units of Adult Supervision, 3 units of Supervised Field Experience in an Infant/Toddler setting (CDEV 72 or equivalent). <i>CTC Site Supervisor Credential</i></p>	<p>350 days/3 hrs per day within 4 years, including 100 days of supervising adults</p>	<p>24-32</p>	<p>\$22.18 \$3,844.00</p>

Required (ECE) Core Courses = Child Growth and Development, Child/Family/Community, and Programs/Curriculum, One course in each of four (GE) general education categories required: English, Math or Science, Social Science, Humanities. Required ECE courses for Infant/Toddler Teachers and Infant/Toddler Head Teachers = Infant/Toddler Growth and Development (3 units) and Infant/Toddler Care in Group Settings (3 units).

Chart B Positions Eligible for Base Salary Increases	
Job Title	Notes:
Associate Budget Analyst	
Data Management Technician	
Disabilities/Mental Health Services Coordinator	
Early Head Start Home Visitor	
Education Coordinator	
ERSEA Coordinator	
Family Advocate	
Family Advocate Coordinator	
Fiscal Services Assistant	
Health Services Coordinator	
Human Resources Coordinator	
Maintenance Worker	
Nutrition Services Coordinator	
Receptionist	

Employees occupying positions within the job titles to the left are the only employees eligible to receive an educational incentive increase to the base salary of 3% for achieving a baccalaureate degree and 5% for receiving a master's degree.

** Head Teacher II is the only position in the category in the Chart A above that is also eligible for a 5% increase to the base pay for achieving a master's degree.

MEMORANDA OF UNDERSTANDING

Memorandum of Understanding

Pending Change in Recognition

Currently, the California State University (CSU) recognizes California State University Employees Union (SEIU) Local 2579 as the sole and exclusive representative for bargaining unit 12, as memorialized in Article 1 – Recognition of the current collective bargaining agreement.

The parties acknowledge that the Public Employment Relations Board (PERB) is currently processing a petition filed by the California State University Employees Union (CSUEU), SEIU Local 2579 to effectuate a change in representation from SEIU Local 790 to CSUEU, SEIU Local 2579 as the sole and exclusive bargaining representative of all employees in bargaining unit 12 (See PERB Case # LA-RR-1174-H).

The parties recognize that this matter may not be fully processed and resolved before the conclusion of negotiations of the successor agreement between the CSU and SEIU Local 790.

Therefore, in order to facilitate a tentative agreement and ratification of a new collective bargaining agreement between the CSU and SEIU Local 790, the parties agree that, in the event that PERB confirms that CSUEU, SEIU Local 2579 has the requisite support of the current Unit 12 employees to effectuate a change of the exclusive representative, the parties agree to immediately begin referring to the CSUEU, SEIU Local 2579, as the “Union” and exclusive representative in all subsequent communications, including written and electronic copies of the Unit 12 collective bargaining agreement.

Should the PERB not confirm the requisite support of the current Unit 12 employees to effectuate that change in representation, this MOU is null and void.

SIDE LETTERS OF AGREEMENT

Side Letter of Agreement

The Parties agree to eliminate the following Memorandums of Understanding from the current Collective Bargaining Agreement dated January 16, 2007 – May 31, 2009.

- Head Start Position/Job Titles and Minimum Rates, page 70 - Delete
- Increase for Family Advocates, page 71 - Delete
- Process for Requesting a Location Transfer, page 72 - Delete

Side Letter of Agreement

Family Advocate Stipend

The Parties agree to add a Family Advocate Stipend to Article 18 – Salary, of the current Collective Bargaining Agreement, which is dated January 16, 2007 – May 31, 2009. This addition is identified as provision 18.18 of the CSU’s Article 18 proposal, dated June 2, 2009.

The Parties intend for this extra compensation in the form of the Family Advocate Stipend to be subject to California Public Employment Retirement System (CalPERS) deductions.

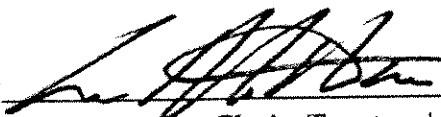
The Parties are unable to confirm as of this date whether this added stipend amount is reportable to CalPERS for retirement purposes or not.

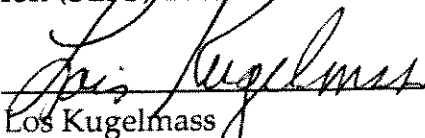
The Parties agree to defer to CalPERS as the final authority on interpretation and application of the statutes pertaining to CalPERS on this matter.

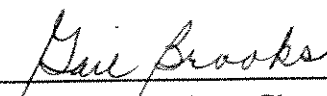
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Memorandum of Understanding on this 21st day of July 2009:

The California State University

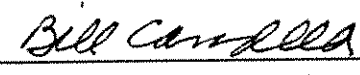
California State University Employees Union (SEIU) Local 2579

By: 
Lou Monville, Chair, Trustees'
Committee on Collective Bargaining

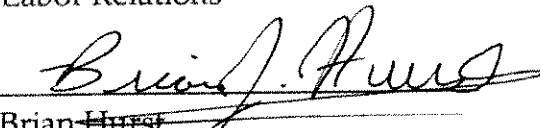
By: 
Los Kugelmass
Chief Negotiator

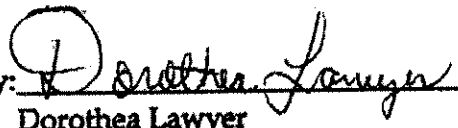
By: 
Gail Brooks, Vice Chancellor
Human Resources

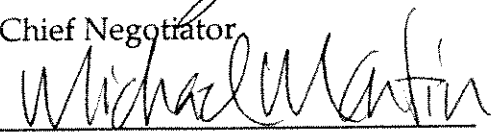
By: 
Deborah Dell Gatti
Bargaining Team Member


By: 
Bill Candella, Senior Director
Labor Relations

By: 
Donna Chardon
Bargaining Team Member


By: 
Brian Hurst
Chief Negotiator

By: 
Dorothea Lawyer
Bargaining Team Member

By: 
Michael Martin
Bargaining Team Member

By: 
Jerrie McIntyre
Labor Relations Representative

By: _____
Juanita Santana
Bargaining Team Member

By: 
Edwin Waite
Bargaining Team Member