

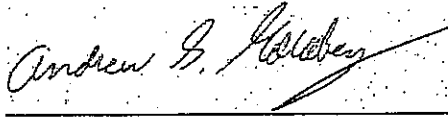
## **EXTENSION AGREEMENT**

This agreement made June 13, 2023, between Catholic Charities Diocese of Joliet ("Employer") and Service Employees International Union, Local 73 ("Union"). All agreements between the parties which could have otherwise expired on May 31, 2023, whether or not pursuant to notices heretofore served are hereby extended through and including August 31, 2023 at 11:59 pm.

The Employer hereby agrees to bargain in good faith for a successor collective bargaining agreement as if the Union timely provided notice of termination. Thus, the Employer and the Union hereby also agree that neither the Union or the Employer shall be required to provide any further notice, either under the collective bargaining agreement, or under Section 8 (d) of the Labor Management Relations Act, 1947. The Employer further agrees that it will not take any action under the Labor Management Relations Act, 1947, or otherwise, against the Employer and/or Union, either of their respective officers, employees, agents or members, because the either party did not furnish any additional notices under Section 8(d) of such Act, or otherwise, following the execution of this Extension Agreement.

In consideration of this extension, the Employer agrees that it will continue to meet with the Union to engage in good faith bargaining towards a collective bargaining agreement during the term of this extension.

The Extension Agreement will continue on after August 31, 2023, unless either party gives notice of termination between August 15 and August 31, 2023. If no notice of termination is given, the Extension Agreement will roll over for an additional three (3) month period. Notice of termination of this agreement must be served to either of the following individuals through a receipt requested email verifying the recipient has read the email:



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Andrew S. Goldberg  
On behalf of Catholic Charities Diocese Joliet.  
agoldberg@lanermuchin.com



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Eduardo Victoria  
SEIU, Local 73  
evictoria@seiu73.org

**MEMORANDUM OF UNDERSTANDING**

**CATHOLIC CHARITIES DIOCESE OF  
JOLIET HEAD START PROGRAM**

**AND**


**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 73**

This Memorandum of Understanding (“MOU”) constitutes the agreement between the Catholic Charities Diocese of Joliet Head Start Program (also referred to herein as the “Employer”) and Service Employees International Union, Local 73 (the “Union”) (the “Employer” and the “Union” are collectively referred to herein as the “Parties”), relating to the establishment of a program for Early Childhood Apprentices (“Apprentices”) to work in Employer’s early education classrooms. The goal of the Apprentice program is to provide current Associate and Full-Time teachers with assistance and to provide meaningful hands-on experience to students in the field of early education.

- 1.01 Apprentices’ employment will be covered by the Parties’ Collective Bargaining Agreement (the “CBA”), to the extent that this MOU does not contradict the CBA. Apprentices will be considered part-time employees of the Employer and will have union dues deducted from their paychecks.
- 1.02 Apprentices will not be permitted to work more than twenty-nine (29) hours in a workweek.
- 1.03 Apprentices will not be entitled to health, dental or vision insurance nor will they be eligible to earn vacation or sick leave or the retirement benefit. If an Apprentice is scheduled on a recognized Holiday, the Apprentice will be paid for the hours the employee would normally work. Apprentices will not be entitled to Bereavement leave.

- 1.04 Apprentices will be considered probationary employees until an Apprentice has completed 1000 hours of supervised work at Employer. Any discipline or termination of Apprentices who have not completed their probationary period will not be subject to the grievance procedure set forth in the CBA. Apprentices who have completed the probationary period will be eligible for the education reimbursement contained in the CBA.
- 1.05 Apprentices will not be eligible for the bilingual premium until after completing their probationary period. Apprentices who pass the bilingual test will not be required to retake the bilingual test if the Apprentice is hired as a full-time employee.
- 1.06 An Apprentice that completes the Apprenticeship program and is hired as an Associate Teacher or Full-Time Teacher, will not be required to have another probationary period and will be eligible to begin using vacation as soon as hired as a full-time employee. Any Apprentice hired on as a full-time employee of Employer will have their seniority date calculated from the date when the individual was hired as a full-time employee.
- 1.07 Apprentices will be required to obtain a Child Development Associate Credential within one year of being hired as an Apprentice.
- 1.08 This MOU will run concurrently with the Parties' CBA, which expires on May 1, 2023.

CATHOLIC CHARITIES DIOCESE OF  
JOLIET HEAD START PROGRAM

By: \_\_\_\_\_

Date: 08-12-2021

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 73

By: Rodolfo Perez

Date: 08/12/2021

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
CATHOLIC CHARITIES DIOCESE OF  
JOLIET HEAD START PROGRAM**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 73**

**JANUARY 9, 2020 - MAY 31, 2023**

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THIS AGREEMENT is effective January 9, 2020 between Catholic Charities Diocese of Joliet Head Start Program (the "Employer") and Service Employees International Union, Local 73 (the "Union").

**WITNESSETH:**

In consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

**PURPOSE AND INTENT**

It is the purpose and intent of the parties to establish a specific understanding relative to rates of pay, hours of employment, and other specified conditions of employment of bargaining unit employees and to provide a means for the orderly disposition of grievances arising from alleged violations of this Agreement. The parties agree to promote a professional working environment, to treat one another with dignity and respect and to encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees, for the mutual interest of the Employer, the employees and the Union.

**ARTICLE 1. - RECOGNITION**

- 1.1 The Unit: The Employer recognizes the Union as the exclusive representative of a bargaining unit comprised of the following employees: All full-time and regular part-time Head Start employees, including lead teacher, teachers, family advocates, all other classroom personnel, parent/child educators, and food associates employed by the Employer at its facilities currently located at, Broadway, St. John's, Felman, Good Shepherd Alexandria, Rockdale at Joliet Junior College, and Ottawa.
- 1.2 New Classifications. The Employer agrees that if any new classification(s) should be established for the same or similar work presently being performed by the included



classifications set forth above, it will notify the Union prior to the implementation of the new classification.

## **ARTICLE 2. - NON-DISCRIMINATION**

- 2.1 Prohibited Conduct: The Employer shall not discriminate on the basis of race, religion, color, age, gender, gender identity, marital status, national origin, sexual orientation, Union activities, unfavorable discharge from military service or disability which does not affect the ability of an employee to perform any assigned job duties and any other classification protected by law.

## **ARTICLE 3. - UNION RIGHTS**

- 3.1 Bulletin Boards -- The Union can provide bulletin boards at each work site covered by this Agreement or be afforded the opportunity to post notices of official Union matters on the bulletin boards located at each such facility. The Union shall have the right to post notices of official Union matters to include the following:

- (a) Notice of Union activities
- (b) Union notices
- (c) Announcements
- (d) Nomination of Union Officials and/or Stewards
- (e) Results of Union elections
- (f) Notice of Union meetings, reports and minutes

Prior to posting any material on a bulletin board located at the Employer's premises, the Union must secure the approval of an authorized representative of management. Approval will not be unreasonably withheld, and if given, shall be provided to the Union within two (2) business days of submission.

- 3.2 List of Employees: The Union shall be provided quarterly, following a reasonable advance request, a list of names, classifications, addresses, home telephone numbers on file and work locations of all employees covered by this Agreement.
- 3.3 Union Stewards: The Union will have the right to designate, pursuant to its own procedures, members to serve as stewards for Local 73. The Employer and the Union agree that no employee shall be discriminated against for his/her designation or activity as a steward. The Union shall inform the Employer in writing of each employee so designated. Only one steward at a time shall represent an employee. The Union Steward shall have the right to:
- (a) Represent an employee, upon request, in a formal meeting as provided for in the Grievance Procedure;
  - (b) Represent an employee, upon request, in a disciplinary meeting or investigatory meeting which could result in discipline of the employee; and
  - (c) Following approval, post, initial, and date official Union notices on officially designated bulletin boards.
- 3.4 As a general rule, Union business shall not be conducted during “on duty” time without the prior approval of management though the parties recognize that certain matters should be addressed immediately for the benefit of all concerned. In this regard, it is understood and agreed that an employee will not be disciplined without first being expressly informed of the reason(s) for such action.
- 3.5 The Union staff shall have the right to visit the Employer’s worksites covered by this Agreement. The visits must not interfere with the work of any employee at the site, any of the children at the site or any of the parents, guardians or other authorized visitors.

Any Union business must be conducted during break time of the employee(s) involved. The Union staff must notify the Site Supervisor or Human Resources at least the day before any visit, including, but not limited to dropping off postings or to ensure the employees will be on break during the visit. The Union staff must follow all other site specific and Employer visitor policies and procedures.

#### **ARTICLE 4. - MANAGEMENT RIGHTS**

- 4.1 It is agreed that the Employer has the right and authority to operate and direct the employees of the Joliet Catholic Charities Diocese of Joliet, Head Start Program in all aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of the Agreement, except as specifically limited in this Agreement. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, and do not require bargaining prior to the exercise of said rights, powers and responsibilities except as they may be subject to a specific obligation of this Agreement. Among these rights, powers and responsibilities, but not wholly inclusive, are: all matters concerning or related to the management of the business and administration thereof, and the direction of the personnel, including (but not limited to) the right to suspend, discipline or discharge for just cause; to lay off for lack of work or for any other legitimate reason; to hire, classify and reclassify, transfer, assign and reassign work, determine hours of work, promote, demote or recall; to make and enforce reasonable rules and regulations; to determine the nature, extent, duration, character and method of operation and services, including (but not limited to) the right to contract out or subcontract; to determine the amount, utilization and kind of personnel and quality and quantity of personnel and work required to ensure maximum efficiency

of operations; to terminate, merge, consolidate or transfer its operation or any part thereof; to determine the number and location of facilities and the extent to which and means by which its facilities or any part thereof shall be relocated, shut down or abandoned; all of which are vested exclusively in the Employer except as expressly abridged by a specific provision of this Agreement.

4.2 The Employer may from time-to-time discuss any of the items above in advance with the Union. The Employer's doing so is a courtesy and part of the on-going good relations between the parties. Discussions with the Union on any of the above items prior to implementation is not to be construed as a waiver of the Employer's rights under this clause, the NLRA or arbitral precedent.

4.3 Should the Department of Health and Human Services ("DHHS") require any changes to operations, procedures or other terms and conditions of employment, the Agency will notify the Union of such, meet with the Union upon request to discuss such, and the Agency will then implement the necessary changes required or anticipates being required by DHHS, if any.

#### **ARTICLE 5. - UNION SECURITY AND DUES COLLECTION (DEDUCTION)**

5.1 All employees covered by this Agreement who are members of the Union shall be required as a condition of employment to pay Union dues and an initiation fee, if assessed. All other employees covered by this Agreement must join the Union as a condition of employment, or must pay a fair share (not to exceed the amount of Union dues and initiation fees, if assessed) of the cost of negotiating and administering the provisions of this Agreement. All other employees hired on or after the effective date of

this Agreement, on the 31<sup>st</sup> day of employment, must join the Union or pay a fair share of the cost of negotiating and administering the provision of this Agreement.

- 5.2 With respect to any employees on whose behalf the Employer receives a written request from the Union stating the amount to be deducted, together with written authorization from the employee, the Employer shall deduct from the wages of the employee the regular monthly dues required. The Union shall notify the Employer by mail of the amounts to be deducted.

Dues deduction shall be subject to the payroll procedures and payroll deduction priority procedures and exercised in accordance with existing law. If for any reason the Employer fails to make a deduction for any employee because of a priority established by law, the Employer will notify the Union at the time the deduction should have been transmitted. The Employer will also make the deduction from the employee's first pay in which *no* such deduction is normally scheduled. The Employer's obligation for the deduction of Union dues shall not exceed this requirement.

- 5.3 The Union shall indemnify and hold the Employer and its agents and employees harmless from and against any and all claims, demands, actions, complaints, suits or other forms of liability, including, but not limited to, damages, attorneys' fees and costs arising out of or by reason of any actions taken by the Employer for the purpose of complying with the above provisions of this Agreement, or in reliance on any lists, notice, certification or assignment furnished under any such provision.

- 5.4 COPE Deduction. The Employer agrees to deduct and transmit to SEIU COPE such sums from the wages of employees who voluntarily authorize such deduction on the forms provided for that purpose by the Union. The transmittal shall be accomplished by



a list of the names of the employees from who such deductions have been made and the amount deducted from each employee. The rate of deduction may be adjusted once each calendar year. However, an employee may request termination of the deduction in its entirety, in writing, at any time during the year. It is understood that such withholdings will be transmitted at the same time as the employee's dues withholdings.

#### **ARTICLE 6. - HEALTH AND SAFETY**

- 6.1 The parties will cooperate to provide clean, safe and healthful working conditions, equipment and work methods for the employees and the children they serve.
- 6.2 Management will take reasonable steps to investigate and respond to concerns about safety.
- 6.3 It is understood and agreed that, for safety and security, each facility covered by this Agreement shall be staffed with a minimum of two (2) employees of CCDOJ (supervisory or bargaining unit) during all hours of operation.
- 6.4 Cameras: Agency cameras are used for safety, operational concerns, security, and to aid in investigations and employee compliance with Agency and governmental rules, regulations and procedures. Discipline may result from items discovered through the use of the camera system. The Union retains the right to file a grievance over discipline issued in connection with the use of the camera system, just as it has the right to grieve discipline issued in connection with other observation means. The Cameras are not to be used to follow any particular employee in the hopes of catching the employee committing a violation and not to be used just to search for violations. The Agency has the right to augment the camera system upon advance notice to the Union.

## ARTICLE 7. - SENIORITY

- 7.1 Seniority Defined. An employee's seniority shall be defined as the employee's length of continuous service with the Employer commencing with the employee's most recent date of hire.
- 7.2 Probationary Period. The probationary period for all employees covered by this Agreement shall be one hundred eighty (180) calendar days, with a maximum extension of an additional ninety days. During the probationary period, employees may use any accrued time off on weekdays the Agency is closed. Employees whose probationary period is extended may use their accrued time off during the extension. The seniority of employees retained beyond the probationary period shall be retroactive to the employee's first day of work. An employee retained beyond the probationary period shall be considered a regular, non-probationary employee.
- 7.3 Loss of Seniority. An employee shall lose his/her seniority rights if he/she: (1) quits; (2) is discharged for just cause; (3) is absent from work three (3) consecutive working days without notifying the Employer; (4) fails to report to work within five (5) working days after being notified by email or phone call, at his/her last provided contact information, to report to work after a layoff, unless alternative arrangements have been made with the Human Resources Department; (5) is laid off for a period exceeding six (6) months if his/her seniority at the time of layoff is six (6) months or more, or if he/she is laid off for a period equal to his/her seniority at the time of layoff if his/her seniority is less than six (6) months; (6) retires from employment with the Employer; (7) takes other employment while on leave of absence; or (8) fails to return from a leave of absence on the specified return date as determined by the treating medical professional, subject to any right to re-

examination by another medical professional in accord with applicable laws, but in no event to exceed six (6) months from the date the leave began.

- 7.4 Non-bargaining unit personnel will not ordinarily or generally be assigned to perform the work of bargaining unit members. This shall not be construed, however, to prevent the performance of bargaining unit work by such personnel due to absenteeism, tardiness, training, emergency or as otherwise permitted by this Agreement.
- 7.5 On or before January 1 of each year the Employer shall distribute to the Union a seniority list for bargaining unit employees by classification showing their accumulated seniority credit, calculated in accordance with the provisions of this Article. If the Union or any employee believes there is an error in the seniority list, it should be brought to the attention of Human Resources within two (2) weeks after the seniority list is distributed. If any corrections are made to the seniority list, a revised list will be distributed. If an employee's name has been on the list without challenge after the first two week period, it may only be challenged in subsequent years if the employee's seniority date has changed.

#### **ARTICLE 8. - REDUCTION IN FORCE/LAYOFF AND RECALL**

- 8.1 Where layoffs are necessary due to a lack of funds, lack of work, job elimination or other legitimate reason, the Employer will select employees for layoff in a classification impacted in reverse order of their seniority. Employees may bump the least senior employee in an equal or lower paying classification so long as the employee is qualified and trained to perform the job.
- 8.2 The Employer shall provide an employee with at least two (2) weeks advance written notice of layoff unless the circumstances giving rise to the layoff make it impractical to do so.



8.3 Recall shall be in the inverse order of layoff. Notice of recall shall be by certified mail or email (with an email copy to the Union Representative) or phone call (with Chief Union Steward, or other if not available, present), return receipt requested to the employee's address on file with the Employer.

8.4 Vacancies/Job Posting and Selection

- (a) In the event a new position is created or the Employer elects to fill a vacant position in the bargaining unit, the vacancy shall be sent via email to addresses on file with the Employer and shall remain eligible for bidding for ten (10) working days after the notice was sent. A vacancy notice shall include the date of notice, the deadline to apply for the position, the qualifications for the position, including prerequisite educational and experience requirements, the location of the position, workday hours for the position and the salary grade for the position.
- (b) Non-probationary, qualified employees wanting to fill a posted vacancy should submit a letter of interest through email with an updated resume to Human Resources within ten (10) working days of the date when the vacancy was first distributed. The letter of interest must specify the job's title and notice date. Individuals medically unable to utilize email may discuss with Human Resources alternate means to apply.
- (c) Non-probationary employees who are interested and qualified for a position are eligible to apply for only one (1) position at a time. An application for a subsequent position will be considered as a withdrawal.
- (d) The Employer shall fill the vacancy with the most qualified applicant. Where there are applicants possessing equal qualifications, the most senior qualified

employee will be selected. The determination as to whether an employee is qualified under this Article shall be based on bona fide job related criteria including, but not limited to, skill, experience, performance, training and education.

- (e) If an employee desires to discuss further his/her candidacy for the position that was filled, the employee may contact Human Resources for a meeting. A copy of the applicant list, with seniority dates and the name of the successful applicant, shall be provided to the Union upon request.

#### 8.5 Transfers

- (a) The Employer shall retain the discretion to transfer employees where it determines appropriate for orderly and efficient operations, or for other legitimate business reasons. Wherever possible, the Employer shall give employees written advance notice at least ten (10) working days prior to the effective date of such transfers. The Employer shall select the most senior qualified volunteer for transfer. If there are no volunteers, the Employer shall select the least senior qualified employee for transfer. However, when the Employer determines that selecting the most senior qualified volunteer or selecting the least senior qualified employee will have an adverse impact on a site, the Employer may select employees who will enable the sites at issue to have the proper mix of experience and skill sets for efficient operations. The Employer will provide a written basis for its actions to the Union five (5) business days before the transfer occurs when the Agency has at least five (5) days advanced notice of the need to transfer.

- (b) An employee may request a transfer by completing and submitting a letter of interest via email to Human Resources with a copy to the Site Supervisor. Human Resources will confirm receipt via email of all such requests.
- (c) If an employee is transferred to a lower paid classification for reasons other than performance or as a means to retain active employment during a layoff, he/she shall retain the rate of pay he/she had at the time of the transfer unless the transfer was made at the request of the employee. If an employee is transferred to a higher paid classification and continuously occupies that classification for five (5) consecutive work days, he/she shall be paid the rate of pay for that classification retroactive to the first working day.

#### **ARTICLE 9. - GRIEVANCE PROCEDURE**

- 9.1 Most work-related problems can be solved by regular, open communication between employees and their supervisors. Occasionally a different approach might be necessary to resolve an issue of concern. Nothing in this Agreement would prohibit an employee from discussing an issue of concern with his/her supervisor or Human Resources to resolve the issue quickly.
- 9.2 Grievance Defined: For purposes of this grievance procedure, a grievance is defined as a claim between the Employer and the employee or Union regarding a violation of an expressed provision of this Agreement or any supplemental agreements.
- 9.3 There shall be no restraint, interference, coercion, discrimination or reprisals against any employee for exercise of his/her rights under the grievance procedure.

#### 9.4 Grievance Steps

Step 1: An employee with a grievable issue shall bring that issue to his/her site supervisor directly, or through his/her Union representative, within ten (10) working days of its occurrence or of learning of its occurrence. The parties will discuss the matter in a sincere effort to resolve it. The supervisor must then give his/her verbal answer regarding the issue by the end of the fifth working day after the discussion.

Step 2: If the matter is not resolved at Step 1, the employee, or his/her Union representative, shall submit a written grievance to the Program Director, with a copy to Human Resources, no later than five (5) working days after receiving the supervisor's answer at the Informal Level.

The Program Director shall arrange for a meeting to be held with the grievant, his/her Union representative, the immediate supervisor and other involved parties within five (5) working days after receiving the grievance. The Program Director shall give his/her written answer to the grievant, with a copy to Human Resources, within five (5) working days after the final meeting at this step is held.

Step 3: If the grievant is not satisfied with the answer received in Step 1, he/she may appeal the grievance to Step 2 by submitting a written request to Human Resources within five (5) working days after receipt of the Step 1 written answer. Human Resources shall arrange for a meeting or meetings to be held with the grievant, his/her Union representative and other involved parties within five (5) working days after receiving the appealed grievance. Human Resources may choose to include other relevant personnel in this meeting. Human Resources shall give his/her written answer to the grievant within five (5) working days after the final meeting at this step is held.

Step 3: If the grievant is not satisfied with the answer received at Step 2, he/she may appeal the grievance to Step 3 by submitting a written request including the grievance and all written grievance answers received by the grievant to the Executive Director

within five (5) working days after receipt of the Step 2 written answer. The Executive Director shall arrange for a meeting or meetings to be held with the grievant, his/her Union representative and other involved parties within ten (10) working days after receiving the grievance which has been appealed to Step 3. The Executive Director may choose to include other relevant personnel in this meeting. The Executive Director shall give his/her written answer to the grievant within ten (10) working days after the final meeting at this step is held.

Before implementing a termination decision, the Employer will follow the procedures outlined in HR 6.08 regarding the termination of Head Start employees. If either party is not satisfied with the decision issued at the conclusion of this process, the decision may be appealed to arbitration.

- 9.5 Arbitration -- If the grievance has been properly processed through the previous steps of the procedure and not resolved, either party may appeal the grievance to arbitration by notifying the other in writing, within twenty (20) calendar days following receipt of the determination at Step 4.

The parties may mutually agree upon the selection of the arbitrator or shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) persons qualified to act as arbitrators.

Absent the parties reaching a stipulation as to an arbitrator, within five (5) working days following receipt of the above-referenced list, the parties shall select the arbitrator. The right to strike the first name shall be alternated with the Union selecting first on the initial grievance occurring after the effective date of this Agreement and the parties shall



alternatively strike one (1) name from the list until only one (1) name remains, and that person shall be the arbitrator.

The arbitrator shall hold a hearing on the issue, or issues, submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, or issues, and render a written opinion and reasons for the opinion within thirty (30) days after the hearing. The arbitrator's opinion shall be final and binding on both parties, and shall be limited to the issue, or issues, involved. Either party may elect to have representation by legal counsel for those arbitration hearings.

The arbitrator appointed hereunder shall interpret the provisions of this Agreement. The arbitrator shall have no power to enlarge upon or reduce the obligations of the parties under the Agreement, or to add to, modify or subtract from the terms of this Agreement.

The time limits specified in this Article may be extended only by mutual agreement of the Employer and the Union. It is agreed that any grievance that is not presented within the time limits set forth in this Article, or within an agreed upon extension, need not be processed further.

The parties agree each party shall pay for the time and expenses of its representatives and witnesses and shall split the fee and expenses of the arbitrator and arbitration hearing.

The arbitration hearing will be held at a location mutually agreed upon by the parties.

Witnesses who are employees and on duty at the time of a scheduled appearance before the arbitrator shall be released from duty for the time required to testify. The Union must provide five (5) working days advance notice of any employees it will call to testify.

## **ARTICLE 10. - NEW HIRES**

- 10.1 The Employer will notify the Union Representative, via e-mail once per month, with the name, job title, date of hire, and starting wage of newly hired employees. The Employer will similarly notify the Union representative, via e-mail once per month of a change in employment status of a current bargaining unit member (i.e. resignation, promotion, transfer).

## **ARTICLE 11. - DISCIPLINE**

- 11.1 The Employer will not discharge, suspend or otherwise discipline an employee without just cause. The discipline imposed in any particular case will depend on the nature of the offense and the relevant surrounding circumstances. An unpaid disciplinary suspension may not exceed fifteen (15) working days, unless otherwise mutually agreed by the parties, provided however, that this shall not be read as a limitation on an arbitrator's authority to fashion a remedy.
- 11.2 All disciplinary actions shall be issued in writing and include an explanation of the reason(s) for which the discipline is being imposed. Copies of all disciplinary actions will be provided to the Union.
- 11.3 Except in extreme or aggravated cases, discipline will not be imposed until the employee has been notified in writing of the general reason for the proposed disciplinary action and provided an opportunity to respond to the alleged concerns giving rise to the disciplinary action.
- 11.4 An employee shall be entitled to Union representation (the nearest available union steward, unless the person is involved in the matter or not available), on request, at any meeting or hearing which may result in discipline or at which discipline is imposed.

- 11.5 Employees must be made aware of disciplinary actions within fifteen (15) working days of the date on which the Employer becomes aware of the conduct for which discipline is imposed. The Employer may meet this obligation by mailing or emailing a copy of the disciplinary notice to the employee's address of record. Failure of the Employer to notify the employee in accordance with this Section shall cause the disciplinary action to be null and void unless the Employer's failure is due to circumstances beyond its control, or in situations where the Employer is required by law or regulation to impose the discipline. The Union shall receive a copy via email at the same time as it is sent to the employee.
- 11.6 Warnings that are more than twelve (12) months and suspensions that are more than twenty-four (24) months old shall not be relied upon as the basis for imposing more serious discipline.

#### **ARTICLE 12. - LABOR/MANAGEMENT COMMITTEE**

- 12.1 In the interest of maintaining harmonious relations and safe work practices, it is agreed that representatives of the Union and the Employer will meet periodically during the term of this Agreement to discuss matters of mutual interest. Such meetings may be held at the request of either party.

#### **ARTICLE 13. - EMPLOYEE RECORDS/EVALUATIONS**

- 13.1 Consistent with HR 6.03, each employee will be evaluated on an annual basis. The purpose of the evaluation is to assess work performance and attainment of standards, as well as to identify training and professional needs. A written evaluation shall accompany an in-person, private, discussion between the employee and her or his immediate supervisor.



The written evaluation shall be signed by the employee and the supervisor after the discussion. The employee shall have the opportunity to make comments both verbal and written prior to signing the evaluation form. The employee signature will only indicate that the employee received and reviewed the evaluation. Employees shall have the right to make written objections to their evaluation for inclusion in their personnel file. The employee shall receive a copy of the evaluation.

13.2 Evaluation Committee. A committee of equal parts management and Union stewards will meet annually to review the evaluation process and make adjustments to the evaluation process to better reflect work performance, attainment of standards, as well as identify training and professional needs.

13.3 Personnel File. Employee's official personnel files shall be kept in the Human Resources Department. Employees may request copies of their personnel file as provided in HR 3.05. Union stewards/representatives may request copies of relevant information in employee files for Union activity.

#### **ARTICLE 14. - NO STRIKES, STOPPAGES OR LOCKOUTS**

14.1 Strikes Forbidden. During the term of this Agreement, neither the Union, nor any of its members, officers, stewards, agents, or representatives, nor any employee, shall instigate, authorize, call, support, sanction, encourage, maintain, or in any way take part in any strike, sympathy strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of work or refusal to handle struck work at the Employer's premises (or the premises or facilities of any of the Employer's affiliates or suppliers). It shall be a violation of this Article for any employee to honor or refuse to cross any picket line established at the Employer's premises at any time when this Agreement is in effect.

- 14.2 Union Responsibility. The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by the Union or any other group of employees or individuals and to encourage employees violating this Article to return to work.
- 14.3 Discipline. The Employer may terminate the employment of or otherwise discipline any employees who engage in any act forbidden in this Article.
- 14.4 Lockouts. The Employer will not lock out employees during the term of this Agreement.

#### **ARTICLE 15. - SUBCONTRACTING**

- 15.1 Absent extraordinary circumstances, prior to exercising its right to outsource or subcontract work historically performed by the bargaining unit, the Employer will provide the Union with sixty (60) days advance notice. This notice requirement shall not be read as a restriction on the Employer's right to subcontract as set forth in Article 4, however. The Employer further agrees that it will bargain the effects of any outsourcing or subcontracting decision upon request by the Union.

#### **ARTICLE 16. - NOTICE – CHANGE IN OWNERSHIP**

- 16.1 In the absence of extraordinary circumstances, the Employer will provide the Union with not less than sixty (60) days' notice of a change in ownership provided, however, that this notice obligation is not meant to restrict the Employer's Management Rights as provided in this Agreement.

#### **ARTICLE 17. - COMPENSATION AND WAGES**

Wage increases are those set by the Department of Health and Human Services and would be effective at the date set by DHHS. Any additional wage increase beyond that

amount, if any, is at the discretion of the Agency and will occur at the time set by the Agency.

#### **ARTICLE 18. - FRINGE BENEFIT PROGRAMS**

- 18.1 During the life of this Agreement, it is the intention of the parties that bargaining unit employees will receive the same fringe benefits, and be required to make the same employee contributions for such benefits, as non-bargaining unit employees. Prior to effectuating a change in employee contributions for bargaining unit members, however, the Employer will provide the Union with reasonable advance notice of the change and an opportunity to bargain, provided however that if the parties do not reach an alternative agreement by the pre-determined effective date, bargaining unit employees will be responsible for making the same contributions as all other employees unless and until an alternative understanding has been reached. "Reasonable advance notice" for these purposes shall generally be understood to mean sixty (60) days unless this is not possible under the circumstances.
- 18.2 Part-Day/Seasonal employees will have the costs for the July and August coverage prorated among the twenty-two (22) paychecks they receive the remainder of that fiscal year.
- 18.3 Seasonal employees who have family coverage must also pay in advance their portion of benefit continuation for the summer break. Seasonal employees must notify the Employer in writing that they desire to have deductions taken periodically from their paychecks in order to avoid any lump sum payment. Seasonal employees who notify the Employer before the summer break that they will not return will have the deductions refunded to them, with appropriate tax consequences.

18.4 Vacation. Full and regular part-time employees who are new to the agency are eligible to receive and use vacation leave following six (6) months of continuous employment.

- (a) Vacation leave accrues according to the following schedule with the exception of regular part-time employees who accrue vacation leave on a pro-rated basis according to the number of scheduled work hours per month: During the first thirty-six (36) months of employment, a regular full-time employee receives 1.25 days per month amounting to three (3) weeks vacation per twelve (12) months of employment. Beginning with the thirty-seventh (37<sup>th</sup>) month of continuous employment and continuing, an employee receives 1.67 days per month amounting to four (4) weeks vacation per twelve (12) months of employment.
- (b) After a new employee completes the initial six (6) months of continuous employment he/she may use whatever vacation time they have accrued.
- (c) Employees who have completed their initial six (6) months and change positions as a result of a transfer, promotion, demotion, etc. will be eligible to use their accumulated vacation time during their probationary period in the new position. Approval for vacation must be obtained as described in this Article.
- (d) An employee who resigns or is terminated shall receive compensation for vacation leave earned but not used, provided the provisions stated above have been met.
- (e) Bargaining unit seasonal employees may take vacation only during Christmas, Spring break and Summer break.
- (f) Employees may carry over to the new fiscal year (beginning July 1) ten (10) days of accrued vacation time, which must be used within that new fiscal year or an

employee loses credit for it. Exceptions may be granted in extraordinary circumstances if a written request is made to the immediate supervisor at least sixty (60) days before the time in question is due to be lost. The request must subsequently be approved by Human Resource and Executive Director.

- (g) Requests for vacation leave must be submitted on the “Request For Leave” form to the immediate supervisor and forwarded to the appropriate Program Director for concurrence and into the payroll system for approval at least ten (10) working days prior to the beginning day of the proposed leave. Approval for vacation leave will be determined on a “first come, first served” basis and in terms of the service coverage required by the Agency. The Agency will notify the employee of the approval or denial of vacation within five (5) working days.
- (h) Regardless of their length of service, eligible Head Start School employees will receive pay on the paydays listed below for whatever vacation time they have accrued on record:

No later than December 15  
The last payday before the Joliet Head Start Spring Break  
June 30

No “Request For Leave” forms need be submitted to receive this vacation pay as it will be paid out automatically. Vacation pay will be on a separate paycheck.

#### 18.5 Holidays.

- (a) Eligible employees receive holiday pay on each of the holidays listed below:

<u>Holiday</u>	<u>Date of Celebration</u>
New Year’s Day	January 1
Martin Luther King	When it occurs
President’s Day	When it occurs



Good Friday	When it occurs
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Thanksgiving Day and Day After Thanksgiving	When it occurs When it occurs
Christmas Eve Day	December 24
Christmas Day	December 25

- (b) One (1) of the above listed holidays may be substituted for an employee's day of religious observance provided a request has been made in writing five (5) working days in advance of the date of observance and has the concurrence of the Executive Director.
- (c) Full and regular part-time employees are eligible to receive holiday pay. Holiday pay is defined as one (1) day of pay at the employee's hourly rate. Regular part-time employees receive a pro-rated amount that is based upon their "scheduled" work hours.
- (d) Non-exempt employees who work on a holiday receive their holiday pay plus straight time pay for hours worked.
- (e) Holiday premium pay is defined as one and-a-half (1½) times the regular rate of pay. Holiday premium pay is paid to employees for hours worked from 12:00 a.m. until 11:59 p.m. on a holiday. Full-time, non-exempt staff who work these hours, receive their regular holiday pay plus one and-a-half (1½) times their

regular hourly pay rate for the additional hours worked on the holiday. Part-time staff and relief/substitute staff who work holiday hours will receive one and-a-half (1½) times their regular hourly rate for these hours.

- (f) Hours worked on a holiday must be approved in advance by the affected employee's supervisor.

#### 18.6 Sick Days

- (a) Non-exempt employees may use sick time in one (1) hour increments and exempt employees may use in half-day increments. Where the employee is going to miss work for a scheduled appointment, be it a doctor's visit or other appointment, the employee must find out from the supervisor the time frame that best fits the Agency's operating needs and schedule the appointment for that time. If it is not possible to schedule the visit during that time frame, the employee must contact the Supervisor and attempt to work out a mutually satisfactory solution. This may include the supervisor verifying the lack of appointment times in the approved time slot.
- (b) Employees may use sick leave for their own illness or the illness of an immediate family member. The employee may use a maximum of three (3) sick days per year for personal business reasons. Personal business includes attendance at funerals if Bereavement Leave does not apply, snow days, family emergencies, attendance at children's school functions, court appearances, etc. The employee must request the use of a personal business day of a non-emergency nature at least one week in advance. If sick leave is used after an employee provides notice of

resignation, the Agency may request a doctor's note to approve the use of sick days.

- (c) Unused sick leave may accumulate up to a maximum of seventy-five (75) days. Unused Sick Days will not be available for payout if unused. Employees will not be paid for unused sick leave when they leave employment with the Employer. If sick leave is used after an employee provides notice of resignation, the Agency may request a doctor's note to approve the use of sick days.
- (d) Holidays occurring during the period of illness will be counted as holidays as long as the employee has accumulated paid time. Extensive illness during an employee's vacation leave may be charged to the accumulated sick leave with the concurrence of the immediate supervisor. Verification of the illness may be required in the Employer's discretion.
- (e) When it is necessary to use sick leave, the Employee shall notify the immediate supervisor no later than one (1) hour after his/her scheduled starting time on the first day of the illness. Should the illness continue for three (3) or more working days, the employee will be responsible, in the Employer's discretion, for submitting a physician's certification of the medical reasons for and the executed duration of the period of absence, and thereafter, to periodically advise the immediate supervisor of the status of recovery.

#### 18.7 Educational Benefits

- (a) The Employer will provide financial assistance to non-probationary employees for continuing education courses according to the following criteria:

The training/course is relevant to the employee's job assignment and the training objectives of the employees' Division;



The Employer is able to cover the work while the employee participates in the training/course;

Prior approval of the immediate supervisor is given; and

The employee successfully completes the training course, by obtaining a grade of "C" in courses where a letter grade is given; or, a grade of "pass" where a pass/fail system is used.

- (b) This Section may be used to obtain continuing educational credits when applicable to professional regulation/licensure requirements.
- (c) The Employer will provide \$1,000.00 for tuition and approved materials; reimbursement per fiscal year subject to Agency tuition reimbursement program, including expenses for Early Childhood Education Credentials, infant/Toddler Credentials, and Family Specialist Credentials (or similar). Expenses for credentials will be paid by the Agency and be performed during work hours.

#### 18.8 Insurance

- (a) Group Health Insurance. During the life of this Agreement, the Employer will continue to make Hospitalization and Major Medical benefits available to eligible employees and their dependents on the same terms and conditions as are available to non-bargaining unit employees.
- (b) Dental and Vision Care Insurance. The Employer also will continue to provide dental and vision care insurance pursuant to the same terms and conditions as are available to non-bargaining unit members.
- (c) The Employer shall have the right to substitute insurance carriers at any time provided that the benefits under any substitute plan available to non-bargaining unit employees are made available to bargaining unit employees on the same terms and conditions.

(d) Bargaining unit members shall be required to make the same employee contributions as non-bargaining unit members in order to receive the benefits described hereinabove. The Employer will not increase the contribution rates required of bargaining unit members without first providing the Union with reasonable advance notice of such a change and an opportunity to bargain, provided however that if the parties do not reach an alternative agreement by the pre-determined effective date, bargaining unit employees will be responsible for making the same contributions as all other employees unless and until an alternative understanding has been reached. "Reasonable advance notice" for these purposes shall generally be understood to mean sixty (60) days unless this is not possible under the circumstances.

18.9 Pension. Bargaining unit employees will be entitled to participate in the 403(b) retirement plan utilized by Catholic Charities-Diocese of Joliet (the "Plan") on the same terms and conditions as non-bargaining unit employees. Eligibility requirements, contribution rates, vesting schedules and other terms and conditions shall be as set forth in the Plan.

18.10 Family and Medical Leaves of Absence. Employees covered by this Agreement shall be entitled to Family and Medical Leaves of Absence in accordance with the Family and Medical Leave Act of 1993 ("FMLA") and the provisions set forth for the implementation of the FMLA Policy, a copy of which is appended hereto.

18.11 Bi-lingual Bonus. Effective July 1, 2020, Employees who are required by the Employer pursuant to their job description to speak a foreign language as part of their regular job duties will receive a 25 cent per hour premium on top of their base wage rate. All current

employees who previously received the \$500 lump sum bonus will be grandfathered into this program so long as they remain continuously employed by the Agency in their current jobs.

18.12 Mileage Reimbursement. Map proof for reimbursement is required whenever an employee performs one or more home visits in a single day and the total mileage will exceed 10 miles in a day. Map proof not needed for any trips between sites or between sites and Agency headquarters. Mileage reimbursement will be the amount determined by the IRS. Employees will aggregate expenses for trips of 5 miles or less over a thirty (30) day period.

18.13 Bereavement Leave. Bereavement occasioned by death in the immediate family will constitute a basis for the utilization of up to three (3) days of leave to attend services and/or handle personal affairs of the deceased. An extension of up to two (2) additional days as sick days because of distance or other extenuating circumstances may be granted upon request to Human Resources. For bereavement leave, immediate family is defined as spouse, children, parents, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepparents, and stepchildren. Bereavement leave may be utilized only twice per year after which, an employee may use a sick day as noted in Paragraph 18.6. The Agency reserves the right to request documentation from the employee citing the death of the individual for which the leave is taken.

#### **ARTICLE 19. - HOURS OF WORK/OVERTIME.**

19.1 The Employer's normal hours of operation are from 8:30 a.m. to 4:30 p.m., however, an employee's normal hours of work may vary depending upon local circumstances and/or

their individual job description. Head Start employees who are assigned to an Educational Center are scheduled to work the hours that have been established for the Center to which they are assigned.

- 19.2 Overtime for non-exempt employees will be paid at the rate of time and-a-half of their established hourly rate of pay for all hours worked in excess of forty (40) in a workweek.
- 19.3 Teachers, Teacher Assistants and Family Service Workers must attend three parent meetings each academic year. The Employer reserves the right to approve which employees cover any particular meeting.
- 19.4 Each employee must individually track their hours of work on a method determined by the Agency. Accordingly, employees must clock in and out themselves. Employees may not set or alter their schedules without supervisory approval. Employees may not work overtime without supervisory approval. Employees who work overtime without authorization will not be compensated for such work.
- 19.5 Should it be necessary in the Employer's reasonable judgment to establish schedules departing from the normal work day or the normal work week, or to change the shift schedule of any employee or employees, the Employer will give notice as soon as possible of such change to all employees affected by such change.
- 19.6 An unpaid, duty-free, thirty (30) minute lunch period shall be provided to all bargaining unit employees scheduled to work six (6) or more hours per day. The lunch period shall be scheduled during a mutually convenient time for the effective operation of the employee's department or office.

## ARTICLE 20. - WORKLOAD

20.1 When an employee receives additional duties, employee and supervisor will discuss ways to accomplish the tasks in a timely way.

## ARTICLE 21. - TERMINATION

This Agreement shall remain in full force and effect from January 9, 2020 until midnight, May 31, 2023, and shall continue in full force and effect thereafter from year to year unless either party to this Agreement gives written notice by certified mail to the other at least sixty (60) days prior to the expiration date of the current term or any succeeding yearly expiration date of a desire to terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals of this \_\_\_\_ day of \_\_\_\_\_, 2020.

CATHOLIC CHARITIES DIOCESE OF  
JOLIET HEAD START PROGRAM

By: 

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 73

By: 