

**COLLECTIVE BARGAINING  
AGREEMENT**

By and Between

**Parent and Child Together (PACT)**

And

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 73**

600 South 4<sup>th</sup> Street  
Springfield, IL 62702  
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**July 1, 2022 through June 30, 2023**



**PACT HEADSTART  
COLLECTIVE BARGAINING AGREEMENT**

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**ARTICLE I**  
**Preamble**

Pursuant to the National Labor Relations Act, this Agreement is entered into a Parent and Child Together (PACT) of West Central Illinois, hereinafter referred to as the "Employer," affiliated with the Service Employees International Union, Local No. 73 affiliated with the, hereinafter referred to as the "Union," for the purpose of establishing rates of pay, hours of work, and other conditions of employment.

**ARTICLE II**  
**Recognition**

**Section 1. Recognition**

The Employer recognizes the Union as the exclusive collective bargaining agent in all matters establishing and pertaining to wages, hours, and conditions, or employment for all regular full-time workers (defined as working minimum of 35 hours per week), and part-time workers (working at least 8 hours but not more than 35 hours per week) in the following classifications.

Clerk –Typist	Center Base Teacher Aide
Center Base Teacher	Center Base Transporter
Cook	Early Head Start Teacher
Early Home Based Teacher	Family Advocate
Family Interpreter Translator	Head Start Home Base Teacher
Bus Monitor	Teacher Aide
Recruiter/Home Based Teacher Substitute	

Workers employed in other than a full-time basis shall be provided all benefits and conditions specified in this Agreement on pro rata basis commensurate with their assignment, unless expressly provided otherwise.

For purposes of this Agreement and otherwise, a "home base teacher" providing service in the Head Start program is a "home visitor" as contemplated and defined by federal rules and regulations applicable to the program. The Employer may use such terms synonymously for grant documentation.

**Section 2. New Classifications**

The Employer agrees to give the Union notice of all newly created positions. In the event the Union seeks to add to the bargaining unit a position classification which may be appropriate to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification in the bargaining unit.

The parties agree that a change in title of a position classification in the bargaining unit shall not remove the position from the bargaining unit as long as the duties and responsibilities of the

position remain essentially the same and the Union and Employer agree the position remains appropriate to the unit.

**Section 3. Recognition of Bargaining Representative**

The Employer will neither negotiate nor enter into any bargaining agreement on behalf of its workers in the bargaining unit unless it is through duly authorized representatives of the Union.

**Section 4. Integrity of the Bargaining Unit**

The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization; nor will it interfere with, restrain, coerce, or discriminate against any of its workers in connection with their membership in the Union.

**ARTICLE III**  
**Non-Discrimination**

**Section 1. Prohibition Against Discrimination**

Both the Employer and the Union agree not to discriminate against any worker on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap, or sexual persuasion.

**ARTICLE IV**  
**Management Rights**

The Employer retains and reserves to itself all rights, powers, privileges, duties, responsibilities, and authority conferred upon and vested in the Board by law whether exercised or not, including the management of PACT and the designation and definition of its mission, educational policies and programs, which shall include, but to be limited to the rights, powers, privileges, duties, responsibilities and authority to: (a) manage and direct the work force; (b) maintain order and efficiency in its operations; (c) hire, layoff, assign, transfer, promote, and determine the qualifications of employees; (d) establish, schedule and change the hours of work (including overtime); (e) discipline employees; (f) suspend, layoff and discharge for just cause (probationary employees without cause) or relieve employees because of lack of work or other legitimate reasons; (g) make and enforce reasonable rules and conduct; and (h) establish and implement educational policies and programs and changes or modifications thereto. All of these rights and responsibilities, together with all inherent management rights and authorities, shall be limited only to the extent expressly abridged hereto.

**ARTICLE V**  
**Union Rights**

**Section 1. Stewards**

The Employer recognizes the right of the Union to designate stewards and alternate stewards in the bargaining unit. The Union shall keep the Employer advised, in writing, in January and June of each year, as to the identity of stewards and alternate stewards.

**Section 2. Access**

The Employer agrees that, upon prior notice and subject to operating needs, the Union business representative shall have access to the facilities of the Employer for the purpose of contract administration. The Union agrees to conduct contract administration in a manner that will not interfere with the orderly operations of the Employer.

### **Section 3. Bulletin Boards**

Following consultation with the Employer the Union shall use space only on those bulletin boards designated by the Employer for the sole purpose of posting notices of Union meetings and other pertinent information relating to the Union business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by Parent and Child Together (PACT) for West Central Illinois. A Union Bulletin Boards will be designated in every permanent location for which a request is made

### **Section 4. Union Shop**

Subject to Section 19 of the National Labor Relations Act, as amended, each worker in the bargaining unit shall join the Union no later than sixty (60) days after his/her first day of employment. Any worker who does not join the Union shall be required to pay a service fee (or fees) to the Union consistent with the Act. The Employer shall furnish a list of all workers having dues or service fees deducted along with the check for the dues deducted which will be forwarded to the Union immediately upon deduction. The Union will indemnify and hold the Employer harmless from any claims or costs in defending claims made with regard to any deductions. Any employee wishing to withdraw from Union membership and move to a fair share status may do so by giving written notice to both the employer and the union during the period not less than thirty (30) and not more than forty-five (45) days before the date of termination of this agreement.

Any nonmember Employee who objects to the payment of a service (fair share) fee based upon bonafide religious tenets or teachings of a church or religious body of which such nonmember Employee is a member shall be required to pay an amount equal to his or her fair share fee, as outlined in this section, to a nonreligious charitable organization mutually agreed upon by such nonmember Employee and the Union. The Union agrees to provide to the Employer the list of the agreed upon nonreligious charitable organizations.

### **Section 5. Union Activities**

The authorized Union representative (including stewards), after securing the concurrence of the Director and the immediate supervisor, will be granted time off with pay to conduct union business as defined in the following Articles:

Article XII, Section 2, Union Access

Article XIII, Section 4, Pre-disciplinary Meeting

Article XIII, Section 5, Investigatory Interviews

Article XIV, Section 3, Representation

Article XV, Section 1, Labor Management Committee Meetings

Participate in Collective Bargaining Negotiations during regular working hours.

### **Section 6. Union Orientation**

During the break at the regularly scheduled monthly staff meeting, a union representative may conduct a brief orientation, not to exceed fifteen (15) minutes for newly hired workers. The union representative shall not be entitled to time off, any payment or adjustment in schedule to provide the orientation.

## **ARTICLE VI** **Paid Leave**

### **(Sick Leave/Bereavement Leave/Vacation Leave/Personal Leave/Annual Leave)**

"Annual Leave" may be used for sick leave, bereavement leave, personal leave, and vacation leave. Vacation leave is applicable only to twelve (12) month bargaining unit members. Both annual and sick leave will be charged as appropriate based on hours scheduled, provided that the number of paid hours will not exceed the total regular weekly hours of the employee's schedule.

#### **Section 1. Definition**

Annual Leave - Annual leave is defined as any time off, excluding hospitalization, as requested by the employee and with the written approval of the Employer. Workers shall earn one (1) day of annual leave per completed month of work. Leave without pay doesn't count toward accrual of annual leave, determination of overtime, or for other benefit purposes. Employees working twelve months per year may accumulate up to thirty (30) days of annual leave. Employees working fewer than twelve months per year may accumulate up to twenty (20) days of annual leave. If an employee terminates employment, it is possible for him/her to utilize his/her accrued leave time as part of his/her period of notice or he/she may elect to be paid for the unused portion, provided it is not in excess of what may be accumulated under the terms of this Agreement.

#### **Section 2. Evidence of Illness**

The Employer reserves the right to require evidence of illness, injury, or disability before allowing any sick leave benefits. Any employee who is (or expects to be) absent from employment shall notify the appropriate supervisor immediately. Sick leave requests put in with more than seventy-two (72) hours notice will be considered subject to the standard operating procedures as amended from time to time.

#### **Section 3. Hospitalization**

Hospital leave is an addition to "Annual Leave". Workers shall be granted a maximum of forty (40) hours hospital leave per program year. Such leave will not be issued until three (3) months after initial employment. Hospitalization leave shall be available, subject to the three (3) month limitation, at the start of the program year but may not be carried over from one year to another.

The forty (40) hours Hospital leave may be utilized in 4 hour minimum to a maximum of the employees normal work day and includes inpatient hospitalization, outpatient surgery or emergency room services which lead to hospitalization during the program year. Hospitalization leave will also be allowed by a worker where a dependent child 18 and under who resides full time with the worker is hospitalized. Employees will be allowed to utilize up to one-half (1/2) of available hospitalization leave where a worker's spouse is hospitalized.

If maximum forty (40) hour hospitalization leave has been used in a program year, an additional leave for a single inpatient overnight hospitalization admittance of a worker would be granted with no loss of regular pay for up to forty (40) hours within the program year. Such inpatient hospital admittance must commence within seven (7) days of the initial hospitalization.

#### **Section 4. Bereavement Leave**

Up to three (3) consecutive (unless otherwise approved) days per occurrence may be used for bereavement leave involving the death of a spouse, child, step child, parent, sibling, grandchild, stepparent, or as a verified estate executor without utilizing annual leave. Bereavement leave



may be used due to the death of a parent-in-law, and grandparent, limited to one day per occurrence. 2 days may be used if the service is more than 225 miles from the employee's residence. Annual leave covers other deaths; annual leave can be used for any purpose.

**Section 5. Winter Break**

From December 19, 2022 through January 2, 2023 , the PACT program will not operate. During this period, all workers will be paid 7 days of winter break pay and receive three paid holidays. December 23 & 26 and January 2 will be designated as the Christmas Eve, Christmas Day and New Year's Day paid holidays. For December 29 and 30, workers may exercise one of the following options:

Apply for unemployment benefits.

Use annual leave.

Use vacation

Set aside annual leave on a pro-rated basis for use during winter break

Provide a voluntary salary reduction to provide payment during winter break.

**Section 6. Sick Leave**

Sick leave is in addition to "Annual leave." Workers will be granted sick leave based on the following schedule:

1st year of employment	1 day
2nd and 3rd year of employment	2 days
4th through 6th year of employment	3 days
7th to 10th years of employment	4 days
10th year on	5 days

No current worker will be shifted to this schedule if the effect would be for the worker to lose sick leave.

Such leave will not be issued until three (3) months after initial employment. All sick leave must be approved by the supervisor who may require a written physician's statement or other verification that the worker was unable to work due to illness or injury on such day(s) the sick leave is requested. Such requirement will be told to the employee before they return to work, and should only be used in cases of suspected sick leave abuse, or in cases where the employee is off for three consecutive days. Unused sick leave does not accumulate from year to year. Sick leave may be used for care of ill or injured members of the immediate family. Sick leave may be used for medical or dental appointments. Immediate family is employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step parent.

### **Section 7. Medical Exam Leave**

In addition to sick leave, workers shall be granted upon hire up to two (2) hours of paid leave for an initial medical examination or re-examination and/or TB test as required by the agency for employment purposes. These two (2) hours of leave are available to part time workers with the initial medical exam only.

### **Section 8. Leave Selection**

Where annual leave would otherwise be applicable, workers may elect to be off work and not be charged with the use of annual leave time off for up to eight (8) hours per pay period. Workers may elect to take additional time off work and not be charged with the use of annual or other types of leave when child attendance dictates there is not a need for full staffing. All leave must be approved in advance by the supervisor. Such time off will be without pay. Time off taken over eight (8) hours per pay period will be charged annual leave. All requests for time off, with annual leave or without pay must be submitted on a leave application sheet. Where a fully completed leave application sheet is not submitted prior to or with the time sheet for any unpaid leave the leave shall be with pay. Leave without pay doesn't count toward accrual of annual leave, determination of overtime, or for other benefit purposes.

### **Section 9. Additional Leave**

Workers shall be granted up to two (2) hours of approved paid leave per program year to attend parent/teacher conferences and/or school functions, which occur during regular working hours. This section is not applicable to part time workers.

### **Section 10. Vacation**

#### **Twelve Month Employees**

Vacation Leave is granted to workers who are employed full time 35 hours or more per week, and 12 months or 52 weeks per year upon the beginning of their second year of employment. First year workers will receive five days paid vacation beginning the second year of employment. Third year workers will receive ten days paid vacation beginning the fourth year of employment. Seventh year and up workers will receive 15 days- paid vacation beginning the eighth year of employment.

Vacation does not accumulate from year to year. Vacation time must be scheduled with the approval of the supervisor. If a worker requests time off work and has exhausted all appropriate leave, accumulated vacation time will be used as payment for the time off.

Vacation for a partial or short year will be pro-rated. If the worker terminates employment prior to taking all of their vacation leave, he/she will be paid for the unused portion.

## **ARTICLE VII** **Leaves of Absence**

### **Section 1. Educational Leave**

The Employer may grant educational leave without pay. In the case of educational leave without pay, such leave will be granted on a program year basis. No fringe benefits will accrue during the period of absence. The leave may be renewed upon approval of the Employer.

A worker will be allowed to return to his/her previous position if it is available. If the position is not available, the worker will be allowed to return to a vacant position in the same classification, the provision of Article XI, Section 8, "Layoff and Recall," shall apply.

The Employer may also grant a short term leave of absence of no more than 16 weeks for part-time workers to participate in student teaching experiences. Such leave of absence requests shall be in writing and shall include specific starting and ending dates of the leave. All leave shall be without pay or benefits. The worker, upon return from an approved leave of absence will be allowed to return to their original position with the same rate of pay and benefits.

### **Section 2. Jury Duty/Witness Service**

A bargaining unit member shall be granted time off with pay for jury duty less any money paid for jury duty, provided he/she submits written proof of such service to the Employer.

Bargaining unit members shall be granted time off with pay for witness service provided such witness service is related to his/her employment with PACT and the bargaining unit member submits a copy of the subpoena to the Employer.

### **Section 3. Military Leave**

**Military Service:** Leave without pay shall be allowed, as required by law, for bargaining unit members who enter Military Service. A leave of absence shall be granted a bargaining unit member who is a member of the Illinois National Guard, the Illinois Naval Militia or the reserve components of the Armed Forces called for Annual Limited Training and/or Emergency Call-Up.

**Annual Limited Training:** Leave with full pay for Limited Training will be granted for up to fifteen calendar days per military year. If annual training is extended beyond fifteen (15) days in a military year, the bargaining unit member will be granted leave without pay for the additional days. In the event the Limited

Training Service is requested by the bargaining unit member but not required by military authorities, the bargaining unit member may be granted leave without pay if operating requirements of PACT permit.

**Emergency Call-up:** Leave with pay for Emergency Call-Up will continue for the duration of the call-up but may not exceed thirty (30) days. The bargaining unit member will be granted leave without pay for such additional days.

**Basic, Special, or Advanced Training:** Any bargaining unit member who is a member of a reserve component of the Illinois State Militia shall be granted leave for any period actively spent in such military service including basic training and special or advanced training, whether or not within the state, and whether or not voluntary. During such basic training up to sixty (60) days of special or advanced training, if the compensation for military activities is less than the bargaining unit member's compensation at PACT, the bargaining unit member shall receive his/her regular compensation minus the amount of his/her base pay for military activities.

### **Section 4. Family Leave**

A family and/or medical leave of absence shall be defined as an approved absence available to workers for up to twelve weeks of unpaid leave per year under particular circumstances that are critical to the life of a family member. For Family Leave, the twelve (12) month period is measured forward from the date the employee's family leave begins. When the worker is needed to care for a child, step child, spouse, or parent who has a serious health condition; or when the worker is unable to perform the functions of his or her position because of a serious health condition. Spouses who are both employed by the employer are entitled to a total of twelve weeks of unpaid leave (rather than 12 weeks each) upon the birth of the worker's child, upon the placement of a child with the worker for adoption or foster care; The leave request must be substantiated with written documentation from a licensed physician.

Upon return from such leave, the worker shall be reinstated to his/her original position or to a position of like classification with equivalent employment benefits, pay and other terms and conditions of employment. In instances of worker maternity or illness, the worker must present a written release from a licensed physician indicating that he/she is physically able to return to work. In case of adoption, the leave request may be accompanied by a statement from an attorney or other person in authority. If a worker is approved or entitled to any unpaid family leave of absence, any accumulated vacation time must first be taken and will reduce such unpaid family leave of absence. This provision shall be construed and applied consistent with applicable law relative to the Family Medical Leave Act as it exists from time to time.

**Article VIII**  
**Voluntary Leave Pool**

**Section 1. Donation Program**

A worker may voluntarily donate up to five (5) days of Annual Leave to the account of any other worker who has either an illness, or accident or who is on family leave and who has exhausted all of his/her Annual Leave based upon the following provisions:

A donating worker shall be limited to a donation of up to five (5) days per program year.

Any donation must be in a full work day increment.

A donating worker must sign a form specified by the Director which will include the amount of time to be donated and to whom.

The receiving worker's illness or accident must be verified in writing with a licensed medical practitioner.

Any time not used by the receiving worker shall be left on his/her accrued annual leave time upon return to work.

**ARTICLE IX**  
**Holidays**

**Section 1. Holidays**

The PACT calendar establishes the number and dates of official paid holidays declared by the Executive Director. Workers are eligible to observe said paid holidays only if these days are celebrated during a time period when the workers are expected by the Administration to perform their responsibilities. The holidays for Head Start and Early Head include:

New Year's Day	Martin Luther King's Birthday
President's Day	Friday (before Easter)
Monday (after Easter)	Memorial Day
Juneteenth	Independence Day
Labor Day	
Columbus Day	Thanksgiving Day
Thanksgiving Friday	Christmas Eve and Christmas Day

Holidays which fall on Saturday will normally be observed on the preceding Friday. Holidays which fall on Sunday will normally be observed on the following Monday. No provision in the Agreement will diminish the number of holidays specified in the above listing.

**Section 2. Holiday Compensation**

Workers who are authorized by the Administration to work on a holiday shall be paid double their regular rate of pay. Eligible workers who are not scheduled to work on a holiday shall be paid for non-worked hours on a prorated basis.

Part-time eligible workers who are scheduled to work on a holiday shall be paid for non worked hours, based on their regularly scheduled hours on a holiday. Full time workers who are scheduled to work on a holiday shall be paid for non worked hours, based on their regularly scheduled hours.

**Section 3. Eligibility for Holiday Compensation**

In order to be eligible for holiday compensation, a worker must work his/her last regularly scheduled work day immediately prior to the holiday and his/her first regularly scheduled work day immediately after the holiday, unless prior approval from their Supervisor has been given prior to the holiday.

This requirement shall not apply and a worker will be paid for a holiday where all other days of the work week in which the holiday occurs are worked and such worker was on intermittent layoff (not leave) the week before or week after the week of the holiday precluding the worker from meeting this eligibility requirement.

**Section 4. Day after Winter Break**

The first day back after Winter/Christmas Break will be a no child day. The January staff meeting will take place on that same day.

**ARTICLE X**  
**Hours of Work and Overtime**

**Section 1 Work Week/Work Schedules**

The hours of work each day for full-time workers shall be consecutive. The work week shall be from Monday through Friday. Work schedules shall be set up at least two (2) weeks in advance. Work schedules are defined as a worker's assigned hours, days of the week, days off, and shift rotation.

Home Base Teachers with the approval of the Supervisor have the option of scheduling their work week on a compressed work week basis (that is, other than the usual five eight (8) hour day(s) provided the requirements of the agency and the agency's participants are met.

Other Workers may discuss a compressed schedule with their Supervisor and such schedules may be approved by the Executive Director.

**Section 2. Meal Periods**

Workers will be granted an unpaid thirty (30) minute meal period in accordance to scheduling needs. Meal periods are to be provided to workers working five hours or more per day. Workers who normally receive an unpaid meal period and are required to work during that period, with the approval of a supervisor, and receive no equivalent time off during the same shift, shall have such time treated as hours worked and shall be paid a the appropriate straight or overtime rate, whichever is applicable.

**Section 3. Call Back**

Workers called in to work outside their normal schedule will be guaranteed a minimum of three (3) hours at their contractual rate of pay. Workers called back in excess of three (3) hours shall be paid for actual hours worked.

**Section 4. Overtime**

Overtime compensation shall be at time and one-half (1 ½) the worker's regular rate of pay. Overtime shall be all hours worked beyond forty (40) hour in each week. For the purpose of calculating overtime, a day facility is closed by the director due to an emergency and the worker is precluded for working and a holiday for which a worker is entitled to be paid will be treated as if worked.

**Section 5. Rest Breaks**

Workers working more than five hours per day will be allowed fifteen (15) minute rest break at the approximate middle of the half shift. Breaks shall be scheduled based upon workload.

**Section 6. Program Year**

The Employer will inform workers when it is known or determined that the program year is to be extended. However, workers recognize that circumstances could nevertheless require changes thereafter.

**ARTICLE XI**  
**Seniority, Layoffs, Vacancies**

**Section 1. Probation**

All new Family Advocates and Home Based Teachers shall serve a probationary period of one year in order to complete all aspects of their job requirements. All other employees shall serve probationary period of six (6) months in order to complete all aspects of their job requirements. During the probationary period, the worker shall be subject to dismissal for any reason without recourse to the grievance procedure.

**Section 2. Definition of Seniority**

Seniority is defined as the worker's length of continuous service with the Employer since his/her last date of hire. Part-time workers shall not exercise seniority rights over full-time workers. Workers who move from one employment status to another shall carry their seniority with them.

**Section 3. Loss of Seniority**

Seniority shall be terminated if a worker (a) quits or retires, (b) is discharged, (c) is laid off for more than one (1) year or fails to report to work within five (5) days after having been recalled from layoff, as provided in Section 8 of this Article; (d) fails to report for work at the termination of a leave of absence; or (e) is on leave of absence for personal or health reasons and accepts other employment.

**Section 4. Seniority List**

The Employer shall supply to the Union an updated seniority list for bargaining unit members (workers) during August and February of each year.

**Section 5. Job Vacancies**

All job openings, whether bargaining unit or non-bargaining unit jobs, will be emailed to each worker on permanent status. During the summer months, 9 month employees will be mailed

such information on job openings. The posting shall contain a brief description of the vacancy, including work site, hours of work, rate of pay, qualification, and deadline for application.

Whenever a vacancy occurs, workers who are currently in the same classification as the one where the vacancy exists shall be given the first opportunity to transfer into the vacancy before the position is filled by other interested parties. Where more than one person wishes to transfer into a vacancy, the most senior worker shall be transferred. At the Administrator's discretion, staff with appropriate qualifications will be transferred whenever possible.

### **Section 6. Promotion**

The Employer will promote from within whenever possible. Upon promotion, workers will serve a six (6) month probationary period. Upon completion of the probationary period, the Employer will evaluate the workers. If the evaluation is satisfactory, the promotion will be made permanent. However, such promotion in and of itself shall not supersede the provisions of the Discipline Article, when and if made applicable to the worker.

If, however the evaluation is unsatisfactory, the worker will be returned to his/her former position or similar position in the same classification if one is available. If there are no vacancies, the provisions of Sections 8, "Layoff and Recall" will apply.

The first day of work, the worker's salary shall advance to the appropriate rate for the title to which the worker was promoted.

Where a worker on permanent status in the worker's then current job classification is promoted into a new job classification during the probationary period will be the higher of:  
The base rate for the new job classification without adjustment or increase; or,  
For every three (3) years of employment the pay increase will equal one percent (1 %) of a new position's base rate or .33% of the positions base rate of pay for every year of employment after the initial three (3) years of employment.

A worker's "current rate of pay" will consider and include the increase in wages for the worker that became or would have become effective for the current contract year in the worker's then current job classification.

Where a worker on permanent status is promoted into a new job classification, satisfactorily completes the probationary period, and is made permanent in the new job classification, the worker's rate of pay upon being made permanent will be increased from the rate applicable to the worker during the probationary period (that is, the higher of A. or B. by the same percentage increase, if any, as provided generally for workers in the new job classification. Such change shall be effective and implemented retroactively to the date of promotion on or before 7/1/95. It is intended that the worker would receive the same percentage increase from the rate of wages payable during the probationary period as continuing employees received with respect to the new job classifications. Where a worker on permanent status is promoted into a new job classification, but is not made permanent by the employer, the provisions of the contract will apply. This contemplates that the worker would be returned to the worker's former job classification at the worker's former rate of pay. The workers would not be required to refund the increase in wages received during the probationary period, but such increase would terminate effective upon return to the former classification.

### **Section 7. Layoff and Recall**

With the exception of scheduled program breaks in service, layoffs shall be by seniority and classification. The least senior worker shall be laid off first in the classification affected by the layoff. That worker may exercise their seniority and bump a less senior worker in another classification in which they are qualified and capable for. The Employer will give a minimum of two (2) weeks advance notice of layoff to the affected worker and to the Union by way of the Union Business Representative.

Workers shall retain recall rights for a period of one (1) year. If the Employer authorizes that a vacancy be filled in the classification where the vacancy exists, the worker on layoff with recall rights shall be recalled in order of seniority before a new worker is hired.

Workers who are eligible for recall shall be notified by certified letter is sent to the worker's last known address. The worker will have five (5) days to respond affirmatively or the offer may be withdrawn and the Employer's obligation deemed satisfied. It is the responsibility of the worker on layoff to provide the Employer with his/her latest mailing address.

The provisions of this Section shall not apply to routine periods of program shutdown, such as periods between program years and winter break.

### **Section 8. Teacher Assignments**

#### **A. Home Base**

At or before the beginning of each program year or as soon thereafter as is practicable, the Employer will establish assignments or assignment areas for home base teachers. At such time as assignments or assignment areas are established, home base teachers will be provided opportunity to state a preference or preferences to particular assignments or assignment areas or modifications in those assignments or assignment areas. Thereafter, assignments will be made by the Employer in its discretion.

Changes in assignments or reassignments may be made by the Employer during the program year as circumstances may warrant in its discretion.

The establishment of assignments or assignment areas of home base teachers are not subject to grievance and may be made in the sole discretion of the Employer, but this does not preclude the matter from being discussed at labor-management committee meetings pursuant to Article XV, Section 1. Preferences may, but are not required to, be followed.

#### **B. All Teachers**

Where a change in assignment is required during a program year because of a teacher vacancy, the Executive Director, Supervisor and Worker may agree to delay the effective date of the change of assignment to a date not later than the beginning of the next school year. In that event, the Employer may fill the vacancy with a temporary person.

## **ARTICLE XII Personnel Files**

### **Section 1. Inspection**

Upon written request by a worker to the Employer, the worker shall have an appointment to inspect his/her personnel file within five (5) working days following receipt of the worker's written request. The worker shall not be permitted to remove any part of the personnel file from the



premises but may obtain a copy of any information contained in the file (in addition to copies of original file material previously provided at no cost to the worker) at five cents (\$0.05) per copy.

### **Section 2. Union Access**

A worker involved in a current grievance against the Employer may, in writing, authorize a Union Representative to inspect his/her personnel file, subject to the procedure set forth in Section 1 above.

### **Section 3. Employee Rights**

If a worker disagrees with any information contained in the Personnel File, the worker may submit a written statement which shall be included in the file.

## **ARTICLE XIII Discipline**

### **Section 1. Definition**

Disciplinary action shall be imposed upon workers covered by this Agreement only for cause. Disciplinary action imposed by the Employer upon an employee during a probationary period shall not be subject to this Article or the grievance and arbitration procedure set forth in this Agreement.

### **Section 2. Disciplinary Measures**

Coaching and/or Counseling are not disciplinary actions. The Employer agrees with the tenets of progressive discipline and agrees that disciplinary action imposed against a worker shall include only the following:

- A. Oral Warning (not subject to arbitration)
- B. Written Warning
- C. Suspension Without Pay
- D. Discharge

### **Section 3. Limitations**

The Employer's agreement to use progressive disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense, including possible temporary paid suspension if the health and/or safety of children and/or staff is at risk. The Employer shall notify both the worker and the Union of disciplinary action. -Written warnings will be removed from personnel files and no longer able to be used to build other discipline if 24 months passes from date of issuance with no other discipline. Oral warnings shall not be part of the personnel file.

### **Section 4. Pre-Disciplinary Meeting**

For discipline other than oral and written reprimands, prior to notifying the worker of the contemplated discipline to be imposed, the Employer shall inform the worker of the reason for such contemplated discipline including, if applicable, any names of witnesses and copies of pertinent documents. The worker shall be informed of his/her right to Union representation and shall be entitled to such, if so requested by the worker. The workers and the Union steward shall be available within twenty-four (24) hours of notification. If the worker(s) does not request Union representation, a Union steward shall nevertheless be entitled to be present.

### **Section 5. Investigatory Interviews**

Where the Employer desires to conduct an investigation interview of a worker in which the results of the interview might result in discipline, the Employer agrees to first inform the worker that he/she has a right to Union representation at such interview. If the worker desires such Union representation, no interview shall take place without the presence of a Union steward. However, refusal of the Union steward to participate in the interview shall allow the Employer to proceed with the interview.

## **ARTICLE XIV Grievance Procedure**

### **Section 1. Purpose**

The Employer and the Union encourage the informal resolution of grievances and agree that problems should be resolved before the filing of a grievance and encourage open communications that resort to the formal grievance procedure will not normally be necessary. The purpose of this Article is to establish a prompt and efficient procedure for the investigation and resolution of grievances. The procedure set forth herein shall be the sole and exclusive method of resolving grievances for workers except as otherwise provided by law.

### **Section 2. Definition**

A grievance is defined as an allegation by a worker or the union that there has been a violation or wrongful interpretation of a specific provision of the Agreement.

The term grievant shall mean a worker (or the Union) who (which) alleges in the grievance that he/she (it) has been directly and individually harmed by a violation or wrongful interpretation of a specific provision of this Agreement.

### **Section 3. Representation**

Workers are entitled to Union representation at each step of the grievance procedure. Furthermore, it is understood that each step of the grievance procedure (per agreement reached between the Union and the grievant (s)), the grievant(s) may or may not be present.

Grievances may be filed on behalf of two or more workers only if the same facts, issues, and requested remedy apply to all workers in the group.

### **Section 4. Subject Matter**

A written grievance shall contain a statement of the grievant's complaint, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving workers(s) and the time.

### **Section 5. Time Limitations**

Grievances may be withdrawn at any step of the grievance procedure without establishing precedent. Grievances not appealed within the designated time limits will be treated as withdrawn or dismissed without precedent.

The Employer's or the worker's/Union's failure to respond within the time limits shall not constitute a finding in favor of the grievant, but rather shall automatically advance the grievances to the next step. Time limits for any step may be extended by mutual agreement.

## **Section 6. Compliance with Procedure**

All grievances must be filed in accordance with the procedure in this Article. If it is necessary for a worker to participate in the grievance or arbitration process during working hours, the worker's salary shall neither be reduced nor increased for time spent in such activities.

## **Section 7. Procedure for Handling Grievances**

### **1. Informal Hearing**

A grievance must be filed with the immediate supervisor within ten (10) calendar days following the date the grievant becomes aware or should have become aware of the act or omission giving rise to the grievance. Within ten (10) calendar days of the filing of the grievance, the immediate supervisor will arrange an informal conference with the grievant as arranged through the steward. If the informal conference results in resolution of the grievance, the grievance will not be processed further. The immediate supervisor will notify the Union Business Representative of any resolution reached as a result of an informal conference.

### **2. Step One**

If the grievance is not resolved by the informal conference described above, the Executive Director will meet with the steward for the purpose of reviewing the grievance within ten (10) calendar days of the date of the informal conference. The Executive Director shall issue a written decision within fifteen (15) calendar days following the conclusion of the meeting. In the event the decision of the Executive Director refers to documents not requested or provided, copies of such documents shall be attached to the decision. The Executive Director will provide a copy of the decision to the Union Business Representative.

### **3. Step Two**

If the grievance is not resolved at Step 1, the steward may advance the grievance for review to the Board of Directors through the Executive Director or his/her designee. Any such request for review must be filed within ten (10) calendar days of the Step 1 decision. A member(s) of the Board of Directors will meet with the steward within twenty (20) calendar days of receipt of the request for review. The Board of Directors may also involve appropriate PACT administrators in this meeting for the purpose of reviewing the facts related to the grievance and/or attempting to resolve the grievance. Within twenty (20) calendar days of the conclusion of this meeting, the Board of Directors will issue to the grievant and the steward a written decision either denying the grievance or proposing a grievance resolution.

### **4. Withdrawal of Grievance**

The Union may withdraw a grievance at any time either unilaterally or with the advice of the grievant(s).

### **5. Mutual Agreement to Waive Grievance Steps**

If the parties to this Agreement mutually agree, a grievance may be taken directly to arbitration.

### **6. Step Three - Arbitration**

If the decision or grievance resolution by the Board of Directors is not acceptable to the Union, the Union may file a written notice of intent to proceed to arbitration. Any such written notice must be filed with the Executive Director of PACT, or his/her designee, within fifteen (15) calendar days of receipt of the Step 2 decision/proposal.

## **Section 8. Provisions Applicable to Arbitration Procedures**

### **A. Selection of Arbitrator**

The Union and the Employer shall mutually select an Arbitrator; if they cannot agree on an arbitrator within thirty (30) days then the Union shall submit a written request for a panel of five (5) arbitrators from the Federal Mediation and Conciliation Services (FMCS). The parties shall then alternately strike names from the list until one name remains. The panel in its entirety may be rejected by either party one time.

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union.

### **Arbitration Time and Places**

The arbitrator shall hold the hearing in a mutually agreed upon location unless otherwise agreed to by the parties. The hearing shall be commenced within thirty (30) working days of the acceptance of the arbitrator's selection or as soon thereafter as is practicable.

### **Functions of an Arbitrator**

It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall perform this function subject to the following rules and limitations.

The arbitrator's award shall be based solely upon the evidence and/or legal arguments appropriate to the grievance and presented by the parties at the hearing and in any post-hearing briefs.

The arbitrator shall have no authority to add to, subtract from, modify, change, alter, or ignore in any way the provision of this Agreement or any expressly written amendment or supplemental thereto.

An award may or may not be retroactive as the equities of each case demand, but in no case shall an award be retroactive to a date earlier than the date the harm occurred.

The Employer may present questions of arbitrability to the arbitrator selected to hear the merits of the grievance. Where a grievance is found not arbitrable, the arbitrator shall dismiss the grievance. If, however, the grievance is found arbitrable, the arbitrator will proceed with the hearing.

### **Arbitration Fees and Costs**

The arbitrator may direct that the losing party shall pay the arbitrator's entire fees and cost if the position of the losing party's considered frivolous by the arbitrator. If not so directed, they shall be shared equally by both the Union and the Employer. Each party shall bear its own cost of preparing and presenting its case to the arbitrator.

Either party to arbitration may request that a transcript of the hearing be made. The requesting party shall pay the cost for the transcript and shall provide a copy free of charge to the arbitrator. In the event that the party who did not order a copy of the transcript of the hearing subsequently decides to order a copy of the transcript, the party shall pay for its copy and share equally in the cost of the copy of the transcript provided to the arbitrator.

## **Section 9. Miscellaneous Provisions Related to Grievance - Arbitrator**

The parties agree that there are no pending grievances and that no grievance concerning an act or an omission prior to the effective date of this Agreement shall be considered.

Failure of the Union to comply with the time limitations of this Article shall render the grievance null and void the bar subsequent filing of the grievance.

Failure of the Employer to respond to a grievance within the specified time periods will permit the grievant to proceed to the next step.

Pending the raising, processing, and settlement of the grievance and the award of the arbitrator, the parties agree to abide by all of the provisions of the No Strike/No Lockout Article of this Agreement for the duration of the Agreement.

Time limits set forth in this Article may be extended only by mutual agreement set forth in writing and signed by the parties.

All informal grievance settlements shall specify a time by which the settlement shall be implemented. The time limit may be extended by mutual agreement between the Executive Director of PACT and the Union Business Representative.

A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting, unless the parties mutually agree otherwise.

Either the Employer or the Union, with the written authorization of the grievant(s), may consolidate grievances on similar issues at any level.

The filing or pendency of a grievance under the provisions of this Article shall not prevent the Employer from taking the action complained of, subject however, to the final decision on the grievance. Pending final disposition of the grievance, the grievant shall fulfill his/her professional responsibilities as assigned.

The decision or award of the arbitrator shall be binding upon the Employer, the Union, and the Grievant to the extent permitted by and in accordance with applicable law and this Agreement.

All grievances, requests for review, notices, and decisions shall be transmitted in person or by certified or registered mail, return receipt requested, to the office of the last known home address of the addressee. A copy of the above will be sent, via email or fax, to the Union Business Representative, as well.

## **ARTICLE XV**

### **Labor-Management Committee Meetings**

#### **Section 1. Representation/Frequency of Meetings/Subjects of Discussion**

In addition to a Union Business Agent, Representatives of the Employer and of the Union, shall meet at mutually agreed upon times to discuss matters of mutual concern relating to interpretation, application or administration of this Agreement, matters of safety and health, or other areas of interest as mutually agreed upon in advance. Such meetings may be held as frequently as both sides may agree upon, the duration of the meeting(s) will be appropriate for the subject matter. The number of attendees for either party shall be appropriate for the subject matter of the meeting.

## **ARTICLE XVI** **Staff Development**

### **Section 1. Eligibility**

The employer will set aside \$250 per employee to be utilized to defray the documented expense of workshop attendance or to reimburse tuition fees and required books, in and out of the area mileage or other related expenses.

Full time Head Start workers will be granted additional dollars (if they are available) for tuition/workshops based upon the following priorities:

1. Tuition, fee, book reimbursement for college credit classes for staff working towards a degree required in their field or job description.
2. Tuition, fee, book reimbursement for college credit classes for staff working towards any degree.

The maximum amount that any Head Start full time worker will receive in tuition reimbursements will be \$500 per year, except for Head Start Teachers who are working towards an Associate's degree or Bachelor's degree as required under Head Start Act. Additional reimbursements may be obtained under those qualifications according to the Executive Director's discretion. It is recognized that such reimbursements will be limited to the actual funds available, not allocated for expenses other than tuition, fees and book reimbursement.

### **Section 2 Requirements**

1. Where other money is available (such as financial aid or outstanding grants) or is authorized to be available for tuition/workshops reimbursements that money shall be used before staff development money is used.
2. Course work for which employees receive tuition reimbursements must be completed while the staff member is employed by PACT. The requirements for reimbursement will follow the Head Start Act. Current, eligible individuals who receive financial assistance to pursue a degree required by the Head Start Act shall:
  - A. Teach or work in a Head Start program for a minimum of three (3) years after receiving the degree, or
  - B. Repay the total or prorated amount of the financial assistance received based on the length of service completed after receiving the degree.
3. Employees must successfully complete the class with a grade of at least a "C" as evidenced by submission of a final grade to the Director. If the class is not completed with a grade of at least a "C", the employee must reimburse the employer for the class within 30 days of either the employee withdrawal from the class or, in the case of completion of the class with a grade lower than a "C", the end of the class.
4. Reimbursements will not be made for any course work where reimbursements is not permitted under the grant program in which the worker is employed or where the course work is not related to the field in which the worker is working for the employer or in which the worker may reasonably be expected to work.

**Section 3 Workshops** The Employer may authorize attendance at conferences, conventions or meetings as determined by the Executive Director to be for the benefit of PACT services and the worker. Workers attending such conferences, conventions or meetings will be reimbursed for documented expenses incurred. Workers attending such conferences, conventions and meetings on a regular work day will be paid at rate commensurate to their regular work day up to a maximum of five (5) days per fiscal year unless an exception is approved by the Executive Director. Attendance at conferences on days other than the regular work day shall be on the

worker's own time and shall not be in pay status unless attendance is mandated in writing and signed by the workers' supervisor. Mandated conferences do not include those that may be required to obtain or maintain a certificate or credentials.

All requests for workshop reimbursements shall be made by May 1 of each fiscal year. However, the expenditure may be after May 1.

Workers shall share information acquired at such conferences, conventions or meetings with other staff as requested by the supervisor.

## **ARTICLE XVII** **Subcontracting**

It is the policy of the Employer to utilize workers to perform work for which they are qualified. Furthermore, the Employer reserves the right to subcontract any service in instances where it has determined that any emergency exists. However, the Employer will not subcontract or contract out any work that would result in the layoff of workers in the bargaining unit.

## **ARTICLE XVIII** **Safety**

### **Section 1. Safety**

All workers are expected to be safety-conscious and to assist in identifying conditions on the premises that might cause an accident. Unsafe conditions or injuries received while at work, even though very slight, are to be reported immediately to the appropriate supervisor, and by that person to the Executive Director.

The Employer agrees to undertake reasonable effort to: (a) provide a safe and healthy work environment; (b) maintain equipment (including safety equipment) in proper working order; and (c) update safety procedures.

The Union and the Employer agree to share any new information into this area and implement those reasonable provisions deemed appropriate, subject to availability of funding.

### **Section 2. Alcohol and Drug Testing**

In the case of employer required testing for other than pre-employment, actual time spent away from work for alcohol and drug testing shall be in pay status.

## **ARTICLE XIX** **Dues Deduction**

The Employer agrees to deduct membership dues, initiation fees and fees for Union programs from workers' paychecks. Such deductions shall be authorized on forms signed by the worker and provided the Union. The Employer shall remit monies deducted to the Union along with an itemized statement of such deductions. Deductions shall be in an amount as certified by the Union.

The Union shall indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability which may arise out of any action taken by the Employer in compliance with this provision.

No other employee organization shall be allowed payroll deduction for workers covered by this Agreement.

## **ARTICLE XX** **No Strike - No Lockout**

### **Section 1. No Strike**

During the term of this Agreement or any extension thereof, neither the Union nor any worker covered by the Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slow down, concerted stoppage of work or any other intentional interruption of the operation of the Employer.

### **Section 2. No Lockout**

The Employer will not lock out any employees covered by this Agreement during the term of the Agreement.

### **Section 3. Picket Lines**

In the event of a strike not involving this labor organization, workers will not be required to cross strike picket lines established by any Labor Organization. At the option of the Employer, workers who choose not to cross picket lines will either be laid off until the time the strike is settled or an alternative work site will be designated. Where laid off, workers may then be required to make up any days and/or services missed. Where an alternative work site is designated, the worker's mileage will be reimbursed from the original to the alternate work site, if in excess of the usual and customary mileage driven by the worker to the work site or five (5) miles, whichever is greater.

## **ARTICLE XXI** **Performance Evaluations**

The Employer may evaluate the performance of workers its discretion. Before evaluations are administered, an opportunity to receive an explanation of the evaluation process and performance standards established by the Employer will be afforded. Any formal process of evaluation shall not be construed to limit informal observations or evaluations.

The purpose of performance evaluations will be seven-fold:

- determine whether employees are correctly carrying out their responsibilities and contributing to the achievement of Head Start's component service objectives;
- provide communications between employees and supervisors;
- identify what kinds of training and development are needed by employees to help them be more effective and acquire additional skills and knowledge;
- determine which employees are qualified for promotions or transfers to special projects;
- establish reference data for making personnel decisions such as compensation and position classification reviews;
- to agree on future working relationships and assignments based on past performance;
- to provide new employees with immediate information on how well they are performing in their new position.



At the time of review the supervisor shall schedule a meeting with the worker and review each factor included on the evaluation, compare feelings, and agree on the final results. The worker shall have the opportunity to ask any questions at that time.

Within ten (10) working days after a probationary or annual evaluation has occurred, the worker may include any written comments as a permanent part of the evaluation.

**ARTICLE XXII**  
**Compensation**

**Section 1. Wages**

<b><u>Position</u></b>	<b><u>Base Rate July</u></b> <b><u>2022 – June 30,</u></b> <b><u>2023</u></b>
Clerk/Typist	\$15.09
HS Center Base Teacher	\$17.81
EHS Center Base Teacher	\$16.97
Center Base Transporter	\$15.61
Center Base Teacher Aide	\$15.09
Cook	\$14.52
Family Advocate	\$16.97
Recruiter/Home Based	
Teacher Substitute	\$16.97
EHS Home Base Teacher	\$16.97
Bus Monitor	\$14.39

New statutory requirements for Head Start Center Based Teachers state that by October 1, 2011 each Head Start Classroom in center bases programs must have a teacher who has at least one of the following and such other requirements, if any, as required by law or regulations:

1. An associate, baccalaureate or advanced degree in early childhood education;
2. An associate degree in a field related to early childhood education and coursework equivalent to a major relating to early childhood education, with experience teaching preschool age children.
3. A baccalaureate or advanced degree in any field and coursework equivalent to a major relating to early childhood education, with experience teaching preschool age children or;
4. A baccalaureate degree in any field and has been admitted to the teach for America program, passed a rigorous early childhood content exam, such as Praxis II, participated in Teach for America summer training institute that includes teaching preschool children and is receiving ongoing professional development and support from the Teach for America’s professional staff.

In PACT Head Start classrooms where there are two teachers assigned and one teacher meets the education requirements and the other teacher does not, the teacher who meets the

requirements shall receive a stipend in the amount of twenty- five (\$25) dollars per week over and above the regular salary and the teacher who does not meet the requirements shall have their salary reduced by the equivalent amount each week. In the event that staffing in the classroom changes and both teachers meet the educational requirements, or the teacher receiving the stipend transfers to a single teacher classroom, the stipend shall be rescinded and the staff will return to equal pay as defined in the current contract.

**Section 2. Mileage Reimbursement**

Workers will be reimbursed fifty-eight cents (\$.58) per mile for the use of personal vehicles in the pursuit of business related assignments per the direction of the PACT Executive Director or his/her designee.

**Section 3. Benefit Program**

The Employer agrees to match up to 2% of annual gross salary of an employee’s contribution per benefit plan year to the agency’s 401K plan. Eligibility for employer match will begin after 90 days of employment. Workers are required to enroll in the employee sponsored life insurance plan, single coverage, subject to the terms of the plan in effect from time to time. Employees working less than the minimum hours per week, fixed by the group health insurance policy for participation, are not eligible for the insurance coverage. Worker make selections at the beginning of each program year as to what plans they wish to participate in.

Pre-Tax Child Care Reimbursements and Medical Expenses Reimbursements will be added to the agency's Flexible Benefits Plan, however, the worker may not elect to use an employer contributed dollars to fund or subsidize child care or medical expense reimbursements.

**Section 4. Educational Supplemental Pay**

Educational Supplemental increases will be granted to workers upon verification of Educational Status through a diploma, certificate or college-issued transcript.

Educational Supplemental Pay increases shall be set forth below for full time workers

**EDUCATIONAL SUPPLEMENTAL PAY ABOVE THE BASE RATE**

**Head Start**

Clerk/Typist, CB Teacher Aide, EHS CB Teacher, Family Advocate, Health Aide, Family and Community Service Aide, HS & EHS Home Based Teachers

Associate's Degree in Any Field	\$ .10/hour
Bachelor's Degree in Any Field	\$ .20/hour
CDA or College issued Certificate in Field as Defined by Position	\$ .33/hour
Associate's Degree in Field Defined by Position	\$ .78/hour
Bachelor's Degree in Field Defined by Position	\$ 1.39/hour
Master's Degree in Field Defined by Position	\$ 1.64/hour

**HS CB Teachers**

Associate's Degree in Any Field	\$ .10/hour
Bachelor's Degree in Any Field	\$ .20/hour
CDA or College issued Certificate in Field as Defined by Position	\$ .33/hour
Associate's Degree in Field Defined by Position	\$ .78/hour
Bachelor's Degree in Field Defined by Position	\$ 2.14/hour
Master's Degree in Field Defined by Position	\$ 2.39/hour

These amounts are based on full time (that is, 40 hours per week) employment. Also, should a degree be earned during a program year, it would be prorated for that year.

The Director shall determine whether a certificate or degree is directly related to the position and/or job description of the worker. In making this determination that declared area of major or concentration shall be as reflected on the official records from the institution where the certificate or degree is awarded. The area of concentration or major must directly and specifically relate to the duties and responsibilities of the position and/or job description, as determined by the Director.

Acceptable degrees, certificates, and diplomas related to the field in which the position has primary job responsibilities, include the following and such others as determined but the Director.

For Clerk/Typist, Health Aide, and Family and Community Service Aide , Diplomas, Associates, Bachelors and Master Degrees in the following fields: Receptionists/Word processing, Secretarial, Executive Secretarial, Computer Science, Computer Based Office Skills Technology, Clerical, Clerk/Typist, Computer Information Systems, Information Management, Business Management, Computer Science, Management Information Systems, Secretarial Science.

For Home Base Teachers and Family Advocates - Certificates, Associates, Bachelors and Master Degrees in the following fields: CDA, Child Care/Development, Early Childhood Education, or Human Development. Human Development is defined as Sociology, Social Work, Psychology, Child, Family and Community Services area of study.

For Teachers, Teacher Aides, Certificates, Diplomas, Associates, Bachelors, and Master Degree in the following fields: CDA, Child Care/Development, Early Childhood.

For Transporters who serve as driver trainers there shall be a \$.50 (fifty cent) per hour supplemental for time performing the behind - the- wheel training.

Should any issue exist regarding whether the records reflect an acceptable degree, certificate or diploma, the Director will obtain and rely upon a letter of confirmation from the institution as to the field involved.

Definitions applicable to the forgoing, including degree definition, shall be those prescribed by applicable federal regulations. Educational Supplemental Pay shall be a one-time non-cumulative increase.

For purposes of clarification of the phrase "one -time only" as used herein and by way of example, and Educational Supplemental Pay (ESP) increase to which an employee is entitled to under this contract shall be included in said employee's base salary. However, any such base salary, as increased by an ESP increase for this contract year shall not thereafter be increased by the amount of the ESP increases specified above, unless the employee obtains an additional degree of CDA certification (entitling the employee to a higher category increase).

In addition, and for purposes of clarification of the term "non-cumulative" as used herein and by way of example, Head Start Center Based Teachers having a Bachelor's Degree will receive a \$2.14 per hour increase. If during the year any such employee would obtain a Master's Degree

in a field defined by his/her position and/or job description, his/her ESP increase would be an additional \$.25 resulting in the maximum ESP increase for said certificate and placing said employee at the top of the ESP ladder. However, should the ESP provided for here under be greater than the ESP previously given a worker under a prior contract, the worker's base salary will, in addition to any percentage increase, be increased by the difference between the ESP allowed this contract year and previously allowed.

### **Section 5. Temporary Upgrading**

To assure the orderly performance and continuity of services, the Employer may temporarily upgrade workers on an acting basis to positions of a higher rank. Where a worker is temporarily upgraded by the Employer to perform the services within a job classification having a higher rate of pay, the worker during such temporary reclassification will receive the rate of pay applicable to the position of the higher rank upon working a full work day after such reassignment or after forty (40) hours during which the worker has acted in the position of higher rank during the fiscal year. Bus monitors will be paid at the Center Base Transporter rate on the first day of their temporary upgrade. It is recognized that the Employer is not required to make any temporary upgrade and no rights to preference arise where temporary upgrades are made.

Workers temporarily upgraded may at any time be returned to a position of the lower classification previously held.

Workers will receive pay in accordance with their job classification of whether they are temporarily reassigned or reclassified to a position of lower pay unless such assignment or reclassification is to be continuing. Upgrades shall be effective only where made in writing. Workers may request such writing if not provided.

Workers employed part time, (35 hours or less) will receive the rate of pay applicable to the position of higher rank only with the start of the third continuous work day after such reassignment or after twenty (20) hour during which the worker has acted in the position of higher rank during the fiscal year.

Employees required to step up to fill higher position for shorter periods of time than those identified above shall receive twenty five cents an hour for each hour they step up. This temporary step up will end if a temporary upgrade applies.

### **Section 6. Temporary Reassignment of Additional Duties**

To assure the orderly performance and continuity of services due to staff absences or other reasons, the Employer may temporarily assign the work of an absent or missing employee, in the same job classification. Where this occurs, the employee(s) assigned the additional duties will be paid additional pay if the following requirements are met:

1. The absent or missing employee is in non-pay status during the period of reassignment. If on non-pay status for only a portion of such period, this section only applies to such period.
2. The reassignment must be made by the Employer and documented.
3. The hourly rate the absent or missing employee would have received will be paid to the employee(s) reassigned work. If additional costs are incurred by the Employer due to an absent or missing employee such as hiring an additional temporary aide, the hourly rate paid to the employee(s) filling in will be reduced by that amount.
4. The additional pay will not apply when an employee attends a training, meeting, class or event that the employee(s) would normally be required to attend.

5. The employee(s) who is/are directed to perform the additional work shall receive the hourly rate or adjusted rate equal to the total number of hours normally worked by the missing employee. Where the reassigned work is assigned to more than one worker, the pay will be allocated equally among the workers (minus any reduction as defined above) regardless of the percentage or type of work assigned. Employees will not receive the additional hourly rate if they work overtime, overtime would be calculated at the employee normal hourly rate plus one half as defined in the Contract.

Only the Employer may reassign work. No additional pay is due where there is a reassignment and this section does not apply. This section applies to reassignments where the work reassigned is of the same nature as performed by the worker. Section 5 applies to upgrades.

## **ARTICLE XXIII**

### **Entire Agreement/Savings Clause**

#### **Section 1. Entire Agreement/Waiver**

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- A. Any subject or matter specifically referred to, or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement; and
- B. Subjects or matters that arose as a result of the parties' proposals during bargaining but which were not agreed to.

#### **Section 2. Savings Clause**

Should any provisions of this Agreement or any application thereof become unlawful by virtue of any Federal or State law, Executive Order, or decision of a court of competent jurisdiction, the provision or application shall be modified by the parties to comply with the law, order, or decision; and all other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE XXIV**

### **Miscellaneous**

#### **Section 1. Employee Training and Development**

The Employer agrees to provide the training necessary to perform the work required.

#### **Section 2. Job Description**

The Employer shall maintain updated job descriptions for all positions which identify specific job duties directly related to the position, qualifications, and line of authority.

**Section 3. Work Rules**

Work rules will be uniformly enforced. Workers will promptly notify the Administration of any circumstances where work rules are not being uniformly followed and support efforts to assure that they are uniformly enforced.

It is recognized that the Employer may, from time to time, adopt new work rules or amend existing work rules. Where new work rules are adopted or amendments made to existing work rules, the Employer, whenever it determines it is possible to do so, will endeavor to give at least fourteen (14) days advanced notice to the Union and affected workers of such new work rules or amendments to existing work rules.

**Section 4. Part-Time**

Except for insurance benefits, part-time workers will receive the same benefits as full-time worker on a prorated basis.

**Section 5. Substitutes**

Supervisors will be required to contact substitute workers. Worker will not be required to call substitutes for work.

**Section 6. Parking**

The employer shall pay the cost of parking for workers employed at the Macomb WIU/PACT Head Start/Child Care center or other locations that required paid parking. The Employer will retain the right to the permit upon termination of employment.

**Section 7. Mandated Immunizations**

Employer shall pay the full cost, including co-pays, of immunizations mandated by the Employer and/or DCFS, not already covered by insurance.

**ARTICLE XXV**  
**Duration**

This Agreement shall be in force effective July 1, 2022 through June 30, 2023. During the term of this contract, in the event the required minimum wage is increased, PACT and SEIU mutually agree to reopen the contract to negotiations.

**ACCEPTANCE BY THE PARTIES**

In witness whereof, the Union and the Employer have executed this Agreement by their duly authorized representatives this 18th Day of August 2022.

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 73, SEIU**

  
\_\_\_\_\_  
Dian Palmer, President


  
\_\_\_\_\_  
Karen Kleinhans DeSilva, Union Rep


  
\_\_\_\_\_  
Bargaining Committee

  
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Bargaining Committee

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Bargaining Committee

**PARENT AND CHILD TOGETHER  
(PACT) FOR WEST CENTRAL  
ILLINOIS**

  
\_\_\_\_\_  
Shanna Edison, Executive Director

  
\_\_\_\_\_  
Board Chairperson

  
\_\_\_\_\_  
Policy Council Chairperson

\_\_\_\_\_  
Date