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5/24/13

CDI HS/SEIU FPS
DRAFT COLLECTIVE BARGAINING AGREEMENT

AGREEMENT

This Agreement is between Community Development Institute Head Start ("CDI HS" or "Employer") and Service Employees International Union, Florida Public Services Union ("Union") representing the Employer's employees in the bargaining unit specified in Article 2, Section 1 below. This agreement shall be effective upon ratification, and shall remain so until a replacement grantee is awarded for Head Start and Early Head Start in Duval County.

PREAMBLE

The parties recognize that the best interest of the community is served by providing, in the most efficient manner, superior service to the clients of CDI HS and the citizens of the community. The purpose of this Agreement is to promote harmonious and cooperative relationships between the Employer, the Employer's employees, and the Union and enhance the quality of life for all who work for the program. The parties agree as follows:

Article 1

The parties agree to recognize the *CDI Head Start Employee Handbook/Policies and Procedures*, dated August 15, 2011, with addendum dated April 9, 2013 (revised) (collectively, "Handbook"), along with any future addenda or amendments, which shall also apply unless inconsistent with a specific term of this Agreement.

CDI HS's policies, including any newly adopted or modified policies, shall be made available to an Employee or the Union upon request.

The Union acknowledges that Bargaining Unit Employees will be asked to sign a corrected addendum to rectify a clerical mistake in the April 9, 2013 addendum concerning summer furlough dates, and be asked to sign Personnel Change Forms reflecting a reduced workweek scheduled to be implemented due to budgetary issues, and the Union will cooperate with same.

Article 2

Section 1 – Unit Employees

The bargaining unit shall include those regular full time and regular part time employees employed by the Employer in the following classifications:

- Bus Driver
- Cook
- Custodian
- Data Entry Clerk
- Disabilities Services/Mental Health Coordinator

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Family Service Worker
Family Service Worker I/T Health Assistant
Home Visitor
Janitor
Kitchen Aide/Nutrition Driver
Parent Involvement Specialist
Receptionist
Teacher Assistant/Bus Monitor
Teacher I/T
Teacher Pre-School
Teacher Two I/T

Section 2 – Excluded Employees

This Agreement shall exclude all employees and/or job classifications not expressly identified in Section 1 of this Article, and all confidential employees, managers, guards, volunteers, donors, temporary employees, leased employees, contract employees, independent contractors, and statutory supervisors.

Article 3 - Deductions

Section 1- Dues

Upon the receipt of a written authorization from a bargaining unit employee, the Employer shall deduct from the employees' wages an amount or percentage amount equal to monthly Union membership dues, which shall be deducted each pay period, beginning with the first full pay period following the Employer's receipt of the authorization, and shall be remitted to the Union. Once authorized, payroll check off shall be irrevocable for a period of one year, and automatically renewed each year thereafter, except that the employee's authorization may be withdrawn by the employee by sending a written notice of withdrawal to the Union during the fifteen (15) days immediately following the anniversary date of the employee's authorization.

Upon receipt of the employee's written notice of withdrawal, the Union must notify the Employer of the employee's intent within ten (10) business days. The employer shall thereafter cease the payroll check off beginning the first full pay period following the Employer's receipt of the notice.

Section 2-Insufficient Pay for Deduction

In the event an Employee's earnings within any pay period, after deductions for federal withholding taxes, social security, retirement, health insurance, and other legally required deductions, are not sufficient to cover dues, it will be deducted from the Employee's earnings the following pay period.

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Section 3-Indemnification

The Union shall indemnify, defend and hold the Employer, its officers, officials, agents and Employees, harmless against any claim, demand, suit or liability (monetary or equitable) and for all legal costs and attorneys' fees arising from any action taken or not taken by the Employer, its officials, agents and Employees in complying with this Article. The Union shall promptly refund to the Employer any funds received in accordance with this Article which are in excess of the amount of dues which the Employer has agreed to deduct.

Section 4-Dues Checkoff Authorization Form

The Dues Checkoff Authorization form supplied by the Union shall be used by Employees who wish to initiate dues deduction. Checkoff Authorization shall contain at least the following information: Name, Social Security Number (or last four digits of same), and signature. The form submitted to the Employer's payroll office shall have the original signature of the authorizing bargaining unit Employee. The Employer shall not deduct dues from any Employee who has not completed a dues checkoff authorization form. The Employer shall provide the Union with an Employee list every three months. The Employee list shall include the Employee's home address, unless the Employee objects to the release of the information.

Section 5— Deductions for Union Committee on Political Education

For each employee who signs and submits an authorization form, the Employer shall withhold from the employee's wages each payroll check a voluntary contribution in any whole dollar amount but no less than one dollar (\$1.00) for the Union Committee on Political Education (COPE). The Employer shall forward such contributions once each month in the form of a check payable to SEIU Florida Public Services Union to the designated official of the Union by the tenth (10th) day of the month following the deductions. At the same time, the employer shall forward a list showing the names and amount of contributions deducted for each employee.

Article 54

Status of CDI HS

CDI HS is a temporary interim grantee funded directly by the Office of Head Start and is not a regular Head Start grantee funded through a regional office of the U.S. Department of Health and Human Services. CDI HS plays no role in the selection of a replacement grantee or the timing of CDI HS grantee period ending, and the award to a replacement grantee. The terms of this Agreement are subject to the amount and timing of funding received and to the funding requirements as set forth in relevant laws, rules, regulations, and directives adopted and promulgated from time to time by the Office of Head Start, Department of Health and Human Services, and other responsible agencies.

Article 65

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Management Rights

Except to the extent expressly stated by a specific provision of this Agreement, nothing shall limit CDI HS's authority in any way to exercise the regular and customary functions necessary to manage its business, and all rights, powers, and authorities to manage its business shall remain solely and exclusively in CDI HS, including but not limited to all such rights and authorities as existed prior to the execution of this Agreement. Sole and exclusive rights of CDI HS shall include, but are not limited to, the rights to manage and direct the workforce; hire, supervise, discipline, and discharge Employees; maintain discipline and efficiency; promote, layoff, demote, transfer, assign, or reassign Employees; relieve Employees from duty because of lack of work and/or other reasons; determine the services to be offered; determine the methods and processes of operation; determine the schedules, hours, and overtime hours; promulgate, revise, and enforce reasonable rules and regulations; plan the programs and work; determine the number of Employees; hire temporary or substitute Employees; create or eliminate job classifications; determine places of performing operations, including deciding whether to continue operation and/or ownership of operations; and exercise discretion and control of CDI HS's organization. The enumeration of management rights shall not exclude other rights of management not specifically set forth, including those conferred by federal laws and regulations.

Article 76

No Strike and No Lock Out

Section 1 - No Strike

A. There shall be no strike, sympathy strike, walkout, picketing, concerted refusal to report for work, slowdown, sit-down or any other interruption of work by the Union or by any Employee or group of Employees during the term of this Agreement. Furthermore, it is understood that no Union officer, representative or agent may authorize, encourage or assist in any strike, sympathy strike, walkout, picketing, slowdown, sit-down or concerted work stoppage in CDI HS's facilities or on any premises of CDI HS. Nor will the Union or its officers, representative or agents participate in, counsel or induce any activity prohibited by this Article. This section also specifically prohibits each Employee from refusing to report to work or refuse to work due to the presence of a picket line.

B. Any Employee who participates in activities prohibited by this Article shall be subject to immediate discipline or discharge, as CDI HS in its sole discretion deems appropriate.

Section 2 - No Lock Out

CDI HS agrees that there shall be no lockouts so long as this Agreement is in effect.

Article 87

Dispute Resolution – Non-terminations

A Grievance is defined as a dispute involving the interpretation or application of the specific and express terms of this Agreement. Every effort will be made to resolve Grievances informally. Grievances shall be processed as follows:

1st step – Within 10 calendar days of occurrence giving rise to the grievance, Employee shall meet informally with his/her supervisor to discuss the concern and attempt to resolve it informally.

2nd step – If the supervisor and involved employee fail to informally resolve the Grievance at Step 1, then the Union or the Employee may request a meeting with the Program director within ten (10) calendar days of the Step 1 meeting. Such request shall be in writing and shall contain (i) a short statement that identifies the Article and section of this Agreement, or the provision of the Handbook, Addendum, or Pay Scale, that was allegedly misapplied or misinterpreted and (ii) a concise statement of the facts upon which the grievance is based. The grievance must be dated and signed by a Steward and ~~delivered electronically~~faxed or hand-delivered to the Program Director within ten (10) calendar days of the Step 1 response, or it will be considered untimely and withdrawn. The parties shall endeavor to arrangement a meeting within ten (10) days of the receipt of the written request. The Program Director shall respond within seven (7) calendar days of the meeting

3rd step – If the parties are unable to resolve the grievance at Step 2, within ten (10) calendar days of the Step 2 response, the Union may request a meeting with the NIC Site Manager and/or Lead Site Manager. Such request shall be in writing. The parties shall endeavor to arrangement a meeting within ten (10) days of the receipt of the meeting request at this Step. The NIC Site Manager and/or Lead Site Manager shall respond within seven (7) calendar days of the meeting

4th step – If the parties are unable to resolve the grievance at Step 3, the Union may, within 30 days of receipt of the Step 3 response, request mediation of the grievance. A mediator shall be selected from a panel from a panel of five (5) mediators solicited through the Federal Mediation and Conciliation Services. Expenses of mediation shall be borne equally by the Union and CDI HS. The mediator shall have no authority to add to, delete from, or otherwise modify the terms of this Agreement or the CDI HS handbook. The mediator shall have no authority to impose a settlement on either party.

Grievances concerning Terminations shall follow the procedures outlined in the CDI HS Employee Handbook.

Time Limits

A. The failure of an Employee or the Union on behalf of an Employee to initiate a grievance or to take a grievance to the next step or to mediation within the above-described time limits shall be considered to be a withdrawal of the grievance.

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B. The failure of CDI HS to issue a decision on a grievance within a specified time limit at any step shall constitute a denial of the grievance, and the Union may proceed to the next step of the grievance and arbitration process.

C. Any of the time limits may be reduced or extended by mutual written agreement, signed by both parties.

Article 98

Section 1- Stewards

The Union may designate one steward per each work site, and two Chief Stewards for the unit. In the event there is no qualified/trained steward, the Union may designate a representative to serve in that capacity.

Section 23 - Union Steward Access to Premises

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The designated Stewards or Chief Stewards shall have access to the premises of CDI HS to carry out their duties subject to permission being granted in advance by the Center Supervisor or his/her designee. The Steward shall request such access of the Center Supervisor and permission will not be unreasonably denied. Any permission for access shall be limited to the normal business hours of CDI HS and the activities of the Steward shall not take an Employee away from his/her work or interfere with the work of Employees or with the administration or operation of the program by CDI HS. In the event CDI HS requires Stewards or Chief Stewards to attend meetings called by CDI HS (or mutually agreed by CDI HS and the Union) to occur during normal or customary business hours, the Steward or Chief Steward shall suffer no loss in pay for carrying out their duties in connection with such meetings.

Section 32 - Union Representative Access to Premises

Non-Employee officials of the Union (e.g., business agents) shall have reasonable access to CDI HS's premises for the purpose of administering this Agreement, provided they first give reasonable advance notice to the Program Director or her/his designee to seek approval for the visit. Such approval shall not be unreasonably denied. Upon arrival, non-Employee Union officials shall check in with the office of the Program Director or her/his designee. No more than two Union officials shall visit on any day. Such visits must not interrupt or interfere with the work of Employees or with the administration or operation of the program by CDI HS.

Article 109

Labor Management Committee

A. CDI HS and the Union agree to establish a labor-management committee for the purpose of discussing items of mutual interest, or items of interest to one or the other of the parties, with a view to maintaining a cooperative and productive relationship for the purpose of benefiting

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children and families, Employees, the Union, CDI HS, and the public. The labor-management committee is not intended to engage in collective bargaining and it shall not be used for ongoing negotiations. Either the Union or CDI HS may request that a labor-management committee meeting be scheduled at a mutually agreeable time. No request from either party for a meeting shall be unreasonably denied, provided that neither party shall be required to attend more than ~~sixfour~~ (64) labor-management committee meetings each year of this Agreement. The parties agree to conduct a labor-management committee meeting in June 2013. The party requesting the meeting will submit an agenda of topics to be discussed; the other party, if it wishes, may also present such an agenda. If both parties agree to hold the labor-management meeting, it will occur and will be limited to the agenda items listed in advance by the parties unless the parties mutually agree to extend the meeting to other topics.

B. Each side may designate three (3) representatives to serve on the Committee. ~~Time spent by bargaining unit members in labor-management committee meetings will be unpaid.~~

C. The Union, on behalf of the Employees, agrees to cooperate with CDI HS to attain and maintain full efficiency and the quality provision of Head Start services, and CDI HS agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

D. As a general matter, the parties will seek to avoid the following topics in labor management committee discussions except to the extent that such matters are necessary to full consideration of matters before the committee: active grievances, private or confidential matters concerning any person, proposed changes to the collective bargaining agreement, and disparaging or inappropriate comments about Employees or Management.

Article 410 – Re-opener

The parties agree that, within ninety (90) days of the execution of this Agreement, the parties shall meet for purposes of negotiating any modifications or additions to this Agreement. The No Strike/No Lockout provisions of this Agreement shall remain in effect during said reopener negotiations.

DATED: _____

DATED: _____

FOR THE UNION

FOR CDI HS
