

COLLECTIVE BARGAINING AGREEMENT

between the

LUTHERAN SERVICES FLORIDA, CHILDREN AND HEAD START
SERVICES
DUVAL HEAD START/EARLY HEAD START

and the

SERVICE EMPLOYEES INTERNATIONAL UNION-
FLORIDA PUBLIC SERVICES UNION



January 31, 2022 – January 31, 2025

AGREEMENT

THIS AGREEMENT is between Lutheran Services Florida, Children and Head Start Services, Duval Head Start/Early Head Start (hereinafter as "Employer"), and SEIU-FPSU (collectively the "Union"), representing Duval Head Start employees in Head Start and Early Head Start Program bargaining unit certified by the National Labor Relations Board in Case Number 12-RC-155442 ("employees"). (For purposes of this Agreement, Duval Head Start and the Union may be jointly referred to as the "Parties".)

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Article 1 *Recognition*

1.1 - Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collectively bargaining wages, hours of work and other working conditions of all employees in the bargaining unit. This Section is for the sole purpose of granting recognition and nothing else is intended or is to be inferred from this Section.

1.2 - Employees

The bargaining unit shall consist of all regular full-time and part-time employees of the Employer in the classifications listed below and shall exclude those employees specified in the stipulations for election in the National Labor Relations Board case 12-RC-155442. Bargaining unit classifications:

- Bus Drivers
- Family and Community Engagement Specialists and Advocates
- Infant Toddler Specialists
- Maintenance Technicians
- Program Aides
- Teacher Assistants
- Teacher I
- Teacher II

1.3 – Union Membership

The employees included in the bargaining unit under this Agreement have the right to become or refrain from becoming members of the Union and neither the Employer nor the Union shall unlawfully discriminate against any employee because of membership or non-membership in the Union. The employer and its agents shall not unlawfully encourage nor discourage union membership among employees in the Bargaining Unit.

1.4. – New Employee Orientation

The Employer will notify the Union at least three (3) work days in advance of any new employee orientations held by the Employer. At the end of the orientations, a representative of the union will be permitted to speak to new bargaining unit employees about the union; time spent during new hire orientation will not be considered work time, unless time is earlier in the workday at the request of the Employer. The Employer will provide audio/video access to the union representative to show a video or presentation. The presentation may be up to one half hour in duration.

Article 2
Employee Classifications

2.1 - Regular Full Time

Regular full-time employees are classified as ten (10) or twelve (12) month employees who are regularly scheduled to work and do, in fact, work at least thirty (30) hours each work week.

2.2 - Regular Part-Time

Regular part-time employees are individuals who are regularly scheduled to work less than thirty (30) hours per work week.

2.3 – Probationary Employees

All newly hired (or rehired) employees shall be on probation for ninety (90) calendar days from their date of hire (or rehire). Should an employee miss one or more workdays, management may extend the employee's probationary period by the same number of days missed. During the probationary period, an employee shall be at-will and his/her employment may be terminated with or without cause and without notice and shall not be entitled to file a grievance under this Agreement. If performance issues are documented and management believes it needs additional time to evaluate newly hired (or rehired) employees, it may extend the probationary period for an additional thirty (30) days.

No seniority or other fringe benefits except paid holidays shall accrue during the probationary period and there shall be no responsibility for re-employment for any employee laid off or discharged during the probationary period. Any employee successfully completing the probationary period shall be retroactively credited with PTO and sick pay accruals during said period, and seniority shall be credited from date of hire (or rehire if applicable).

Employees who are promoted or transferred to a new job classification within the bargaining unit shall serve a try-out period of ninety (90) calendar days in the new position. Should an employee miss one or more days, management may extend the promoted or transferred probationary period by the same number of work days missed. During the try-out period, the employees may be demoted/transferred back to their previous position at the Employer's discretion if management determines they fail to meet the standards for the new position. Upon such demotion or transfer back, employees will return to their former pay rate and suffer no loss of seniority rights.

2.3.1 – 10-Month Employees

10-Month staff that return from temporary layoff and rehired for the new school year will not be placed on a probationary status.

Article 3
Dues Check-Off

3.1 – Payroll Deduction

The Union shall be entitled to have payroll deductions for membership dues from bargaining unit employees who are its members.

3.2 – Written /Electronic Authorizations

The Union shall be entitled to have a payroll deduction for membership dues from any new member who indicates in writing or via electronic means, that he/she wishes such deductions to be made. These deductions shall begin the next payroll period following receipt by the Employer of the authorization. The Union will indemnify the Employer and hold it harmless from any liability in complying with this Article or attempting to do so. Membership shall remain in effect and shall be irrevocable unless the member revokes it by sending written notice to both the employer and the union by registered mail during a period of no more than twenty (20) days immediately preceding and no less than ten (10) days immediately succeeding the date of this authorization or subsequent to the date of termination of the applicable contract between the employer and FPSU, whichever

is sooner. Membership shall be automatically renewed as a yearly check-off year-to-year unless revoked as provided by the terms set forth within this article.

3.3 – Insufficient Pay for Deduction

In the event an employee's earnings within any pay period, after deduction for federal withholding taxes, social security, retirement, health insurance, and other legally required deductions are not sufficient to cover Union dues, no dues shall be deducted.

3.4 – Remittance to Union

The amounts deducted shall be electronically remitted to the Union with a dues roster showing each employee and the amount of deduction no later than the 5th day of the month following the date of the deduction.

Article 4

Management Prerogatives and Rights

4.1 – Management Rights

The Parties recognize and agree that the Employer is operating a federally funded program and that it is subject to federal, state and local statutes, rules and regulations. For that reason, and to serve the children and families who are eligible to participate, the Employer must have the flexibility to make changes in this program. Accordingly, except to the extent expressly stated by a specific provision of this Agreement, nothing shall limit the Employer's authority in any way to exercise the functions necessary to manage its business, and all rights, powers, and authorities to manage its business shall remain solely and exclusively with the Employer, including all such rights and authorities as existed prior to the execution of this Agreement. The Employer's sole and exclusive rights shall include, but are not limited to, the rights to manage and direct the workforce, hire, supervise, discipline and discharge employees for cause; contract out work; maintain discipline and efficiency; promote, layoff, demote, transfer, assign or reassign employees; establish and change hourly wages and salaries; decide on the level of coverage provided for group health and all aspects of such coverage; relieve employees from duty because of lack of work or reorganization and determine the services to be offered; establish and modify the duties of each job and position; to require overtime work of employees (including Saturdays, Sundays and Holidays); determine the methods and processes of operation; determine the schedules, hours and overtime hours; promulgate, revise and enforce reasonable rules and regulations including reasonable rules and protocols to ensure a healthy workforce; plan the programs and work; determine the number of employees; hire temporary or substitute employees; create job classifications; determine places of performing operations, including deciding whether to continue operation and/or ownership of operations; use any lawful methods of observation, investigation or surveillance, announced or unannounced; to maintain and enforce the Employer's rules, policies and standards; determine whether and to what extent work required in its operations will be performed by employees covered by this Agreement; and exercise discretion and control of the Employer's organization. These rights may be exercised without prior consultation with the Union unless a specific provision of this Agreement expressly requires otherwise. The parties recognize the above statement of management rights is for illustrative purposes only, and should not be considered as restrictive when interpreted so as to exclude management's prerogative not mentioned.

4.2 - Severability

No provision of this Agreement shall conflict with any applicable federal, state or local statutes, rules or regulations. In the event that any federal, state or local statutes, rules, regulations or court decisions cause to invalidate any provision of this Agreement, all other provisions not invalidated shall remain in full force and effect. The Parties agree that should a provision be invalidated, they will meet within fifteen (15) days to attempt to negotiate a new provision.

4.3 – Force Majeure

If it is determined by federal authority or the Governor of the State of Florida or his/her designee that civil emergency conditions exist, including but not limited to, riots, civil disorders, weather conditions or Acts of God, the provisions of this Agreement may be suspended during the time of the declared emergency.

4.4 – Effects of Layoff

Prior to implementing a site closing, restructuring of job duties or any other management decision that will result in a layoff in one or more bargaining unit classifications, the Employer will give at least 15 calendar days' notice to the Union and discuss the effects of the decision on the bargaining unit upon request in accordance with federal labor law.

Article 5 *Union Rights*

5.1 – Bargaining Unit Data

Once every 12 months, the Employer shall supply the Union with the name, job title, mailing address, and dates of hire of its bargaining unit employees and, if requested, will update that list on a quarterly basis and provide it to the Union.

5.1.1 – Newly Hired Bargaining Unit Employees

The employer will provide an electronic list of all newly hired bargaining unit employees to the Union monthly. The list will include name, job title, mailing address and date of hire.

5.2 – Union Stewards

- A. The Union shall be entitled to select one Steward for every 16 bargaining unit employees. Stewards shall not be recognized until the Union has notified the Employer in writing of the selection of such persons. The Union Chapter Chair will have the authority to designate or un-designate a steward in writing.
- B. The Employer and the Union agree that no employee shall be unlawfully discriminated against for his/her designation or activity as a Steward.
- C. Stewards shall perform Union business on their own time and expense except for the following or as elsewhere provided in this Agreement: act as a representative of a grievant/employee at any step of the grievance procedure and provide representation during investigative interviews conducted by the Employer, if the grievant/employee so desires. The Employer has sole discretion to decide when these meetings will begin and end.
- D. So long as work is not disrupted, Union Stewards may receive phone calls or messages from Union Representatives.

5.3 – Union Business

The internal business of the Union shall be conducted by full and regularly scheduled part-time employees during their non-duty hours. It shall be the responsibility of the Union Steward to give at least forty-eight (48) hours advance notice of the need to be absent for such representation activities to his/her supervisor and to obtain the supervisor's permission before engaging in any Union representation activities subject to the demands of the position. The Employer will not unreasonably deny a Union Steward's timely request for time off from work to serve as a representative of the Union.

5.4 – Union Representative Access

Union representatives shall be permitted to transact Union business during non-working time necessary to enforce this Agreement in non-work and work areas, provided that access to the work areas is limited to access necessary to investigate a grievance and provided that there is no interference with the work of employees nor disruption of the Employer's property or any location where the employees are working (including an off-site location if used by the Employer for a meeting or class). Union representatives shall notify the Program Director, Center Director or their designee in advance of the site of the date, time and purpose for the visit and shall not make a visit without the express permission of the Center or Program Director.

5.5 – Bulletin Boards

The Employer will make space available at each bargaining unit location for the Union to place, at the Union's expense, a bulletin board. All materials, except approved Labor Management Committee Meeting Minutes, placed on the Union bulletin board should be approved in advance by a Union officer and the Head Start Executive Director or designate. The Union bulletin board will not be used for disseminating propaganda of any kind whatsoever, and shall not be used for posting or distributing pamphlets or political matter or any kind of advertising.

5.6 – Union Leave

Two stewards will be allowed unpaid leave to engage in Union business for a maximum of 10 days per contract year for each, and will be allowed to return to their position with no loss of seniority, under the following conditions:

- A. Certain time periods may be blocked out for mandatory pre-service and in service training, during which no Union leave may be taken.
- B. The two stewards must be from different locations if they take Union leave at the same time.
- C. Thirty days written notice must be given.
- D. Union leave is subject to advance approval based on operational needs, which will not be unreasonably withheld.
- E. Accrued unused PTO may be used.
- F. A request for union time off may be made with 14 calendar days notice in the case of emergency or quickly scheduled specific Head Start activity.

Article 6

Employee Records and Rights

6.1 – Access to Personnel Records

An employee may examine his/her personnel file, in the presence of an Employer's representative, provided that arrangements are made in advance and the inspection is conducted outside of the employee's normally scheduled working hours. An employee can also sign a release form to allow the Union to inspect the employee's file in the presence of an Employer's representative at a mutually convenient time.

6.2 – Privacy

The Employer agrees to make every reasonable effort to counsel and/or reprimand full-time or regularly scheduled part-time employees in private and to limit discussion of any employee's problems by supervisors to essential parties. A violation of this section shall not be grounds for disciplinary action to be reversed.

6.3 – Employee Representation

An employee shall be entitled to Union representation at an investigative interview or meeting if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against him/her. The Union representative's role at an investigative interview or meeting is to consult with the employee, but does not limit the rights of a representative to engage in discussion with the employer that does not disrupt the interview. The representative may call for a caucus with the employee to discuss the meeting privately. The Employer is free to insist upon hearing the employee's own account of the matter(s) under investigation. The provisions of this Article shall apply to both full and part-time employees. A violation of this section shall not be grounds for disciplinary action to be reversed.

Article 7

Policies and Practices

7.1 – Existing Policies

The Employer has existing personnel policies and practices that shall remain fully in force, unless expressly abridged by this Agreement. If there is a conflict between a policy or practice and an express term of this Agreement, then the Agreement shall govern. The Employer's personnel policies, including any newly adopted or modified personnel policies, shall be made available to an employee upon request.

7.2 – Disputes

If an employee or the Union believes that the newly adopted or modified personnel policy violates this Agreement, either can file a grievance pursuant to Article 10 of this Agreement.

Article 8

No Strike/No Lockout

8.1 – No Strikes

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, any employee, or group of employees, during the term of this Agreement, including during any time period where the Parties have agreed to reopen the contract. Furthermore, it is understood that no Union officer, representative, or agent may authorize, encourage, or assist in any strike, sympathy strike, picketing, slowdown, sit-down, or concerted work stoppage in the Employer's facilities or on any premises of the Employer. Nor will the Union or its officers, representatives, 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 refusing to work due to the presence of a picket line.

Any employee who participates in any activity prohibited by this Article shall be subject to immediate discipline or discharge as the Employer deems appropriate. Any employee disciplined or discharged under this Article may file a grievance under the grievance and arbitration procedures, but the discipline imposed shall not be reversed unless the employee is found innocent of any violation. If the Employer claims a violation of this Section, written or electronic notice shall be given to the Union.

The Employer may request the American Arbitration Association to appoint without the submission of a list an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours of the request to that Association, or as soon after that as possible. The parties may not file and the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he/she finds that this Section has been violated, he/she shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall have the authority to continue the hearing with respect to the issue of damages, and to request post-hearing briefs on that issue.

This Section is for the protection of the Employer, and the children and families which it serves and is intended to benefit them.

8.2 - No Lock-Out

The Employer agrees that there shall be no lock-outs so long as this Agreement is in *effect*.

Article 9

Discipline and Discharge

9.1 – Progressive Discipline

Discipline shall be corrective and progressive in nature except, where in the sole judgment of the Employer, immediate action is required. In general, the sequence of discipline shall be as follows: oral and/or written counseling; written warning; suspension without pay; discharge. It is understood by the parties that employees are not entitled to any particular number of warnings prior to the imposition of suspension without pay or discharge and that the Employer may, in its sole discretion, impose whatever discipline it deems appropriate including immediate suspension without pay or termination without any warnings. In determining the appropriateness of discipline, the Employer may consider the seriousness and frequency of offense(s), the employee's work performance, conduct and disciplinary record, attendance record, and any other factor the Employer believes is relevant to fair and appropriate discipline. Such discipline is subject to the grievance and arbitration procedures outlined in Article 10.

9.2 - Documentation of Discipline

Employee discipline shall be documented in writing and signed by the supervisor administering the discipline or his/her designate. A copy of the disciplinary action shall be given to the employee who is disciplined. Violation of this Section shall not be grounds for reversing the discipline.

9.3 – Discharge and Suspensions

Grievances concerning discharge or suspensions will start at Step 2 of the grievance process.

Article 10

Grievance and Arbitration

The following grievance and arbitration procedure shall be used to resolve disputes involving the interpretation or application of this Agreement. It is intended that the procedures provided herein shall facilitate the resolution of any disputes at the lowest level possible and the Employer and the Union agree to work together towards this end. Nothing in this Article shall be interpreted as preventing or discouraging any employees from discussing any disputed matter in an informed and informal manner with the immediate supervisor or the Employer. Such discussions will not, however, interfere with the right to seek resolution of the dispute through the grievance process provided.

10.1 Section 1 - Definitions

A "grievance" within the meaning of this Agreement shall be any problem, or dispute involving the interpretation or application of the specific and express provisions of this Agreement. Either the employee(s) or the Union on the employee(s) behalf may submit the grievance.

A "grievant" is an employee or group of employees having the same grievance or the Union acting on behalf of an employee or group of employees. A grievance involving more than one employee will be identified as such by the Union and will be filed at Step 2 of this Article. Employees who have not successfully completed their initial ninety (90) day probationary period shall not have access to this grievance or arbitration procedure. Employees shall have the right to Union representation at all steps of the grievance procedure.

The term "days" as used in this Article shall mean workdays. The number of days indicated at each step shall be considered the maximum. The time limits specified in any step of this Article may be extended by the mutual, written consent of the Parties.

10.2 Section 2 - Procedures for Filing a Grievance

Step 1 – Immediate Supervisor

An employee, or the Union on behalf of an employee having a grievance shall, within five (5) days following the date of the event giving rise to the grievance, or when the employee knew or should have known of the action giving rise to the grievance, present the grievance in writing to the employee's immediate supervisor setting forth the facts on which the grievance is based, the specific Article(s) of the Agreement allegedly violated, and the remedy sought. The immediate supervisor shall schedule a meeting with a grievant and the Union Steward to take place within five (5) days of receipt of the grievance. The immediate supervisor shall communicate a decision in writing to the Union Steward within 10 days following receipt of the grievance.

Step 2 – Program Director

If the grievance is not resolved at Step 1, it may be appealed by the Union or the Grievant in writing to the Program Deputy Director within ten (10) days of the date of the decision at Step 1 setting forth the facts on which the grievance is based, the specific Article(s) of the Agreement allegedly violated, and the remedy sought. The Program Deputy Director shall schedule a meeting with a grievant and the Union Steward to take place within five (5) days of receipt of the grievance. The Program Deputy Director shall communicate a decision in writing to the Union within 10 days of receipt of the appeal.

Step 3 – Head Start Director

If the grievance is not resolved at Step 2, it may be appealed by the Union or the Grievant in writing to the Head Start Executive Director within ten (10) days of the date of the decision at Step 2 setting forth the facts on which the grievance is based, the specific Article(s) of the Agreement allegedly violated, and the remedy sought. The Executive Director shall schedule a meeting with a grievant and the Union Steward to take place within five (5) days of receipt of the grievance. The Executive Director shall communicate a decision in writing to the Union within ten (10) days of receipt of the appeal.

Step 4 (Optional) – Mediation

If the grievance is not resolved at Step 3, and if mutually agreed by both parties, it may be submitted by the Union to mediation within ten (10) days following the decision at Step 3 by a written request to mediate to the Federal Mediation & Conciliation Services (FMCS) with a copy to the Head Start Executive Director. If the parties do not reach a mutually acceptable resolution within 30 days of the appointment of the mediator, either party may at any time thereafter declare impasse and terminate mediation by written notice to the other party. Cost of mediation will be equally split by the Parties.

Step 5- Arbitration

If the grievance is not resolved at Step 3 or 4, it may be submitted to final and binding arbitration within ten (10) days following the date of the decision at Step 3 (if the Union elects not to invoke Step 4) or the notice of impasse at Step 4, by a written request to arbitrate to the FMCS with a copy to the Head Start Executive Director. The Union may bypass Step 4 by moving directly from Step 3 to Step 5 by written request to the FMCS with a copy to the Union within ten (10) days of receiving the Step 3 response. The Party requesting arbitration shall request a panel of seven (7) arbitrators, all of whom shall have offices in Florida or Georgia and be members of the National Academy of Arbitrators, from the Federal Mediation and Conciliation Service within ten (10) days of the grievance being submitted to arbitration. Following receipt of that list, the Parties shall alternately strike names from the list and the last person remaining shall be the arbitrator. The grieving party shall strike first. If a party is not satisfied with the panel of arbitrators, then another panel may be requested once by each. The requesting party shall be responsible for the cost of obtaining another panel.

The arbitrator shall have the authority to interpret the terms of this Agreement and to render a decision on the grievance at issue based on a preponderance of the evidence and shall not have the authority to add to, delete from, ignore, amend or modify this Agreement, or to impose any limit on the Employer not expressly set forth in this Agreement. The fees and expenses of the arbitrator in all cases shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the Union. Each party shall be responsible for paying the expenses of its own representatives, court reporter fees, transcript costs, attorney and witness fees and expenses.

10.3 Section 3 - Time Limits

The failure of an employee or the Union on behalf of an employee to initiate or appeal a grievance within the above-described time limits shall be deemed a waiver of the grievance. The failure of the Employer to respond to a grievance within the time period allowed shall constitute a denial by the Employer of the grievance and the Union may proceed to process the grievance to the next level of the grievance process.

Article 11

Seniority

The Employer agrees to consider seniority but only as expressly set forth in this Agreement. Seniority is defined as the employee's total length of service with the Employer. Seniority will accrue following the employee's successful completion of his/her initial probationary period and will be retroactive to his/her date of hire. Seniority shall continue to accrue during any approved sick leave, vacation leave or other approved leave of absence. Seniority, however, will be forfeited and employment terminated in the case of resignation, retirement, termination (unless reversed under the grievance procedure), failure to report to work following recall from layoff or an approved leave of absence, unauthorized leave of absence, or leave or layoff in excess of 26 weeks. Should any two employees share the same date of hire, the employee with the lowest month/day birth date shall be considered the most senior.

Article 12

Layoff and Recall

12.1 -Layoff

Except for the temporary layoff of 10-month staff, no layoff or reduction in staff as outlined in this Article shall be implemented without:

- a) If possible, notifying the Union in advance and, if possible, in such time for the Union to request a meeting as stated in the next sentence of this section. Such notice shall indicate job titles, number of hours, and employees who will be affected by the reduction of staff.
- b) The Union may request a meeting for the purpose of avoiding or mitigating said layoff and discussion of the procedures to be followed.
- c) Probationary employees within the affected job title shall be laid off first. Non-probationary employees shall be laid off next in reverse order of seniority, provided their relevant skill and ability and job performance (including attendance and work record) are relatively equal.

12.2 - General

A layoff may occur at any program organizational level, including but not limited to, any area, site, center, department, facility, location, service, job title or group of job classifications or any combination thereof. It shall be within the Employer's management discretion to determine which organizational level will be subject to the layoff and to recall.

12.3 - Recall

Whenever a vacancy occurs while employees are on layoff, employee shall be returned to work in the reverse order of layoff provided they have the skill and ability in the opinion of the Employer to perform the vacant job. If any offer of recall is not promptly accepted by the employee within 3 days of receipt, the employee shall receive no further consideration for recall under this Agreement.

Recall rights shall last for 26 weeks or the employee's length of service, whichever is less.

12.4 – Benefits During Layoff

Laid off employees shall receive no pay or benefits during layoff, but employees laid off and subsequently recalled within twelve (12) months from the date of layoff shall be credited with the years of service accumulated at the time of layoff solely for the purpose of calculating paid time off and seniority. An employee, however, shall not accrue paid time off or any other benefit of employment during any period of layoff.

12.4.1 – Benefits During Temporary Layoff/10-Month Employees

In order to preserve continuous benefits coverage, during the months in which 10-month staff are temporarily laid off, 10-month employees that elect to receive such benefits will have the employee share deductions of those benefits deducted over the 10-month employment period, or school year pay periods, in an amount equal to a full calendar year of coverage.

12.5 - Grievance/Arbitration Procedures Pertaining to Layoff and/or Recall

The Employer's decision to layoff and/or recall is at management's sole discretion and not subject to the grievance and arbitration procedures set forth in this Agreement. The selection of employees for layoff and retention is subject to the grievance and arbitration procedures set forth in this Agreement but shall not be reversed unless arbitrary or capricious.

Article 13

Transfers

13.1 – Employee Transfers

Based on the request of the employee and if it meets the legitimate business needs of the Employer, the Employer may transfer an employee from one location to another.

13.2 - Employee Transfer Request Procedure

Any employee, who has satisfactorily completed the probationary period, worked in their current position for a period of twelve (12) months and is in good standing without any disciplinary or performance improvement plans, may request a transfer to a vacant same position. To request a transfer, the Employee must be fully qualified to perform the work of the vacant position. In the event that two equally qualified Employees request to be transferred to the same position, seniority will control. The Employer has it within its discretion to grant or deny any transfer request.

13.3 – Employer Initiated Transfers

If the Employer determines that an employee will be transferred to a different location, the Employer shall provide written notice within five (5) business days to the affected Employee.

To the best extent possible, if the employee wishes to return to their previous location, within 45 days, the employee will submit a written request to the Director of Education for a meeting to discuss the reasons to return; the request will be considered and responded to within 10 (ten) days.

13.4 – Temporary Assignments to Higher-Paid Classification

An employee temporarily assigned to assume the duties and responsibilities of a higher-paid classification for five consecutive work days or more shall receive 10 % out-of-class pay for all such days worked. To be eligible for out-of-class pay, the employee must be directed in writing by a supervisor or meet or exceed the minimum education and experience qualifications of the higher paid classification. The employee will receive written notification of the temporary assignment in writing from the employer. The notification will include, if applicable, the new rate, the expected duration, the new location and/or the assigned supervisor.

Article 14
Time Off From Work

14.1 – Paid Time Off (PTO)

Employee's that have accrued PTO or sick leave for paid or unpaid leave of absences, such requests shall be submitted in advance using the Employer's payroll system electronically to the employee's supervisor. To the extent possible, requests for PTO shall be granted if the time off does not interfere with the operation of the program and/or service area. In the event that two individuals within the same program or location submit a PTO or sick request for the same time period at the same time, seniority will determine which employee's request is granted. The employer agrees that the current PTO and sick leave accrual rates will remain in effect for the term of this agreement.

14.1.1 – PTO for 10-Month Staff

10-month staff that return to the new school year or are hired between the start of the new school year and the end of the calendar year, will have a total of eight (8) days of PTO added to their leave balance. Staff hired after January 1st of the calendar year and before the end of the school year will have five (5) days of PTO added to their leave balance. No more than five (5) days of PTO will be paid out at the end of the school year.

14.1.2 – PTO Payout or Rollover Option for 10-Month Staff

10-month staff will be provided the option at the end of the school year to either have up to five (5) days of PTO paid out upon layoff or, if they have indicated their intent to return, roll over those day(s), up to five (5), to the start of the next school year. No more than five (5) days will be allowed to be rolled over for any school year and no more than five (5) days will be paid out at the end of any school year.

Staff that indicate the intent to return with the roll over condition but do not return will forfeit the days once the employer receives notice they do not return.

14.2 – Bereavement Leave

All regular full-time employees are eligible for three (3) days off with pay due to the death in the employee's immediate family. For the purpose of administering this Section, immediate family shall be defined as: Spouse, children, the minor or dependent children of the spouse, mother-in-law, father-in-law, parents, step-parents, step-children, step-brother, step-sister, foster child, grandparents, grandchildren, aunts, uncles, brothers, sisters, legal guardian, daughter-in-law and son-in-law. This definition may be expanded to include other persons at the discretion of a requesting employee's supervisor on a case-by-case basis. Such decisions are subject to the grievance and arbitration procedures outlined in Article 10.

In situations which require special consideration or exception (i.e., for a longer leave period due to travel distance), employee shall send a memorandum of explanation with leave application form in advance where possible, to their supervisor. Any leave under this section beyond the above paragraph is without pay, and must be approved, in advance, if possible, by their supervisor, and if granted, is without penalty.

Employees exercising their rights under this provision shall be permitted to designate PTO for additional time off.

14.3 – Sick Leave – 12-month staff only

Sick leave shall be allowed for the actual sickness of the employee, including necessary appointments with treating physicians, dentists or professional healthcare providers, and also for the actual sickness of the employee's parents, spouse or child. To utilize sick leave, the employee is required to use the Employer's payroll system and file an electronic request to the attention of their Supervisor. Sick leave under this Agreement will be limited to 26 weeks (including FMLA leave), unless additional leave is required by law, or the employee's length of service, whichever is less; leaves separated by 8 weeks or less will be treated as continuous.

14.4 – Unpaid

All leave is unpaid unless expressly provided otherwise by the Agreement or an Employer benefit plan.

ARTICLE 15

Holidays

During the term of this Agreement, the Employer will notify the Union of all scheduled paid holidays (to include the LSF designated company holidays and Children and Head Start Services (CHSS) break periods) on or before the beginning of each school year. Holidays and CHSS Break periods will be paid to those staff in an active status on the date of the specific Holiday or CHSS Break.

ARTICLE 16

Wages and Overtime

16.1 – COLA

Employees will receive any scheduled COLA or other designated increases over the life of this Agreement that have been legislatively increased, awarded or mandated in any other way by Head Start. If not already implemented, payment of such increases shall be retroactive to the effective date established by the approving authority.

16.2 – Grant Input

The Union may offer input to the Employer for future grant proposals to the Head Start program prior to their submission. The Employer has sole discretion to decide whether to include any or all of the Union's input into the grant proposal. The Employer will inform the Union as to whether the Union input has been included, but it is not obligated to discuss this or any other aspect of the grant proposal with the Union. Within fifteen (15) days or a reasonable period of time of learning of the grant submission deadline, the employer agrees to notify the Union of the grant submission deadline.

16.3 – Overtime

The Employer shall pay an employee one- and one-half times the employee's regular hourly wage rate for all hours worked in excess of 40 hours in a work week. No employee may work over 40 hours in any given workweek unless authorized and approved by the supervisor in advance of the time worked.

ARTICLE 17

Labor Management Committee

The Union and employer recognize the need to maintain communication between the parties and will thus form a labor management committee. The committee will be made up of eight (8) individuals consisting of six (6) members and two (2) chairs. Three (3) members will be selected by Lutheran Services Florida, and three (3) members selected by the Union each serving a one-year term. Each party's chair will hold a permanent position.

The Committee will meet monthly during the Program year to discuss issues pertaining to the Head Start Program. If a set meeting date changes, the parties must be notified, in writing, within two (2) days of the proposed meeting. The meeting will be rescheduled as soon as practical by the respective Chairs, preferably within two (2) weeks of the original schedule. The meetings will be scheduled during normal working hours and those attending shall not suffer a loss in wage earnings. The meetings will be chaired by a designated LSF Head Start representative and a representative of the Union who will rotate the chair on a monthly basis. Monthly agendas shall be set jointly by the rotating chairs within and provided 48 hours before the meeting. Discussion Committee meetings will be advisory only but can make recommendations.

ARTICLE 18
Retirement

The employees covered by this Agreement will be eligible to participate in the same qualified retirement plan ("Plan") and on the same terms as all other comparable Head Start employees of the Employer. The Employer reserves the right to amend, modify or eliminate the Plan. All rights, benefits, limitations and conditions of eligible employees shall be governed by the official Plan document.

ARTICLE 19
Entire Agreement

This Agreement, upon ratification, supersedes and cancels any and all prior Agreements or understandings, whether written or oral, and constitutes the complete and entire Agreement between the parties. It may be amended only in writing signed by the parties' authorized representative.

This Agreement does not operate to include, nor does it obligate the Employer to continue, any working condition, benefit or past practice which is not expressly set forth in this Agreement.

ARTICLE 20
Duration/Reopener

This Agreement shall be effective as of January 31, 2022 and shall remain in full force and effect up to and until 11:59 p.m. on January 31, 2025 and shall then terminate. Notwithstanding anything else in this Agreement, no act, omission or event occurring before the effective date or after the termination of this Agreement shall create any rights or liabilities under this Agreement nor shall it be subject to arbitration.

IN WITNESS WHEREOF, the Parties have set their signatures on the date shown.

For LSF, Children and Head Start Services, Duval Head Start/Early Head Start:

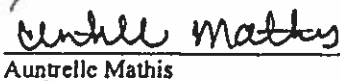

LaTanya Wynn-Hall, Duval Head Start Director

1-27-22
Date

For the Service Employees International Union, Florida Public Services Union:


Joseph Brenner, Deputy Chief of Staff

1/26/22
Date


Auntrice Mathis

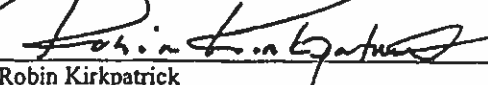
1/21/22
Date


Cheryl Lewis

1/21/22
Date


Shantrell Webb

1-21-22
Date


Robin Kirkpatrick

1-21-22
Date