

Agreement

between

Montachusett Opportunity Council

and



MOC Chapter

November 1, 2007 - October 31, 2010

www.seiu888.org

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ARTICLE 1 – PARTIES AND PURPOSE

1.1 This Agreement made as of November 1, 2007, by and between Montachusett Opportunity Council (hereinafter referred to as “MOC” or the "Employer") and Local 888, Service Employees International Union (hereinafter referred to as the "Union").

1.2 This Agreement shall apply and continue in full force and effect at any new or additional facilities of the Employer.

1.3 The Employer and the Union agree to cooperate wherever possible to promote the primary mission of MOC Child Care and Head Start Services which is the empowerment of low income and minority community in order to eliminate poverty and its effects. To this end, the parties recognize that the provision of the highest quality of community organization, advocacy and services shall be the primary consideration in their relationship with one another.

ARTICLE 2 – RECOGNITION

2.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for employees in the bargaining unit having the responsibilities of all full- and regular part-time:

| | |
|-----------------------------|----------------------|
| Group Leader | Maintenance I and II |
| Lead Teachers | Dishwashers |
| Teachers | Aides |
| Assistant Teachers | Nutritional Aides |
| Family Service Coordinators | Maintenance |

employed at its Central Massachusetts locations, but excluding all other employees and excluding managers, guards, and supervisors as defined in the Act. Newly created job titles and/or discontinued job titles that have been resumed for employees performing substantially the same duties on a full-time or regular part-time basis as employees in the above categories shall be included in the bargaining unit.

2.2 The term “employee” as used in this Agreement refers to all members of the bargaining unit described in Section 2.1 above.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 Subject to the provisions of this Agreement, the right to manage the Head Start/Child-Care facilities and operations in all respects, to determine policy matters from time to time, and to direct the employees including the right to make and enforce rules governing efficiency, safety, attendance and other working conditions; the right to hire, promote, transfer within or among facilities; lay off, suspend or discharge for just cause; the right to assign to jobs; to increase, decrease and determine the size and makeup of the staff; the right to change or reschedule working hours or days; determine the number, location and relocation of any facility

or work therein; and the right to establish standards are rights vested exclusively in the management of MOC. These enumerated functions of management are not all-inclusive, but indicate that types of matters or rights which are retained by the Employer unless such rights are specified and explicitly modified by the express provision of this Agreement, provided however that such rights shall not be exercised in an arbitrary or capricious manner.

ARTICLE 4 – UNION SECURITY AND CHECK-OFF

4.1 All employees who are members of the Union as of the date of which this Agreement is executed shall remain members of the Union in good standing as a condition of employment.

4.2 All employees who are on the active payroll of the Employer as of the date on which this Agreement is executed, who are not members of the Union, shall, on or before the thirtieth (30th) day after the execution of this Agreement, become members of the Union and maintain such membership in good standing as a condition of employment.

4.3 At the time of hire, new employees shall be informed that the Union is the bargaining agent and who the union representatives are. Within the first week of employment, a union representative and a new employee shall have a fifteen (15) minute period during work hours to discuss union matters. A union authorization card for the new employee shall be included with the initial employment paperwork. All employees who are hired after the date of execution of the Agreement shall, on or before the thirtieth (30th) day following the beginning of their employment, become members of the Union and maintain such membership in good standing as a condition of employment.

4.4 An employee shall be considered a member of the Union in good standing if he/she tenders periodic dues and/or initiation fee which are required uniformly as a condition of membership.

For the purpose of satisfying union membership in good standing as a condition of employment, an employee may, instead of union dues, pay to the Union an Agency Fee, as per applicable law, the amount of which shall be determined by the Union. For the purposes of Section 4.8 the Union shall provide the employee and the Employer with an authorization form for Agency fee deductions from an employee's paycheck.

4.5 An employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged, if during such period, the required dues and initiation fee have not been tendered.

4.6 The Employer shall provide the Union each month with the names of newly hired employees, their addresses, phone numbers, social security numbers, job titles, hours of work per week, dates of hire, and the names of terminated employees, together with their dates of termination, and the names of employees who have completed their probationary period, and the names of employees on leave of absence.

4.7 The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with this Article.

4.8 Upon receipt of a written authorization form from an employee, the Employer shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's first thirty (30) days of employment, and remit to the Union regular monthly dues and initiation fee, as fixed by the Union.

4.9 Employees who do not sign written authorization for deductions but who are members of the Union must adhere to the same payment procedure by making payments directly to the Union.

4.10 Each month, the Employer shall remit to the Union at 529 Main Street, Suite 222, Boston, MA 02129, all deductions of dues and initiation fees made from the wages of employees for the preceding month, together with a list of all employees from whom dues and/or initiation fees have been deducted.

4.11 After switching to a new payroll system the Employer will honor voluntary contribution deduction authorizations from employees in the bargaining unit for contributions to SEIU Committee on Political Education (COPE). The Employer will promptly deduct the authorized amounts from individual employee's paychecks and promptly remit those sums to SEIU, Local 888, along with a list of the employees who have had amounts deducted and the amounts deducted for each of those employees.

4.12 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 5 – PROBATIONARY PERIOD OF WORK

5.1 All new employees are probationary employees for the first six (6) months of their employment. The Employer shall have the sole and complete discretion to determine the ability to perform and qualifications of such employees during the probationary period and shall have the right to discharge or terminate a probationary employee without recourse to the grievance and arbitration procedure of this Agreement.

5.2 In the event the Employer needs additional time to evaluate the performance of a probationary employee, because of extended illness or injury or for other legitimate reasons, the

Employer may, upon notice to the Union, extend the probationary trial period for an additional three (3) months.

ARTICLE 6 – NO DISCRIMINATION/DIGNITY AND RESPECT

6.1 The Employer shall not discriminate against or in favor of any employee on account of race, color, creed, religion, national origin, age, political belief, gender, sexual orientation, union membership, union activity, or disability. This is in accordance with all applicable federal and state law.

ARTICLE 7 – JOB POSTINGS/TRANSFERS

7.1 When an opening occurs within the bargaining unit, the Employer shall circulate notice of the vacancy to bargaining unit members. Such notice shall be sent to each site by fax hotline and each employee at the site shall receive a copy and by posting notification on the employee bulletin board at each work site for a period of at least five (5) workdays. At the same time, notice of the opening will be advertised publicly, sent to the newspapers, the Department of Employment and Training and other social service agencies and posted throughout the other MOC divisions. Employees must apply and interview and in the event the qualifications of internal candidates are equal or superior to outside candidates for those jobs above entry level in any job classification, an internal candidate will be awarded the position and if there are two or more such internal candidates whose qualifications for the position are equal, the most senior employee will be awarded the position. An internal applicant who is not awarded a position because of an award to an outside applicant, shall be entitled to a written explanation. Upon placement in the new job, employees will be subject to a three-month introductory period. If within that period the employee is deemed unsuited for the new position, that person will be allowed to return to his/her old position, if open, or to an open position in the same classification, but if neither is available, the employee will be allowed to remain in the new job until a position in his/her classification becomes available.

7.2 All employees are hired with the understanding that in order to provide a high quality program and service and fully utilize the skills of staff, it may be necessary to change job and work assignments. Work site arrangements may be changed but such changes shall not be on an arbitrary and capricious basis. Whenever feasible, the Employer will avoid transfers between Eastern and Western worksites. In the event that a transfer becomes necessary, the transfer shall be done by order of seniority, provided that the operational needs of the Employer are met in the process.

7.3 The following year's site assignments shall be provided prior to the end of a school year, subject to change if an employee does not return for the next year.

ARTICLE 8 – SENIORITY

8.1 Seniority shall be defined as the length of continuous time an employee has worked in the Child Care Head Start Program in any position covered by this Agreement. An employee's seniority may be broken and seniority shall cease upon a) discharge; b) voluntary quit; c) absence due to layoff exceeding twelve (12) months; d) failure of employee to return to work upon recall in accord with this Article; e) failure of employee to return to work after twelve (12) months of leave due to illness or injury; and/or f) failure of employee to return to work after other leave of absence unless there are extenuating circumstances or unless otherwise authorized in writing.

8.2 In the event that a lay-off becomes necessary, except for summer lay-off, the Employer shall give the Union not less than fourteen (14) days notice, and will meet upon request by the Union to discuss the application of the following lay-off procedure and consider alternatives, if any, offered by the Union.

If it becomes necessary to decrease the working force within a specific job classification, the Employer will first seek volunteers. In the event there are no volunteers, the Employer shall reduce said force in accordance with an employee's seniority, provided that probationary employees and temporary employees within that specific job classification shall be laid off first. In the event that two employees have equal seniority within a given classification, the order of layoff shall be determined by the flip of a coin. Employees shall be entitled to seven (7) days notice of lay – off.

8.3 In the event of a lay-off, except for summer lay-off, the Employer will lay-off within job classification in accordance with seniority.

8.4 Recall from lay-off, except for summer lay-off, shall be in inverse order of lay-off provided the employee is within the same job classification.

8.5 In the event of a recall, the laid-off employee shall be given notice of such recall by registered or certified mail, sent to the address last given the Employer by the employee, with a copy to the Union. An employee so notified must notify the Employer of his/her intent to return to work within five (5) working days of receipt of such notice and report to work within ten (10) working days of receipt or at the time designated in the notice if a longer time is designated, or will be considered terminated.

8.6 It shall be the sole responsibility of all employees covered by this Agreement to notify the Employer in writing of their proper address and telephone number and changes therein. Neither the Company nor the Union shall have any responsibility for employees who fail to receive a recall notice and thus lose seniority because of their failure to comply with this provision.

ARTICLE 9 – HOURS OF WORK

9.1 The Child Care Head Start Program is a year-round program, which operates during the school vacation periods and throughout the summer. However, it is recognized by the Employer,

the Union and the employees that a portion of the Program is operated on a seasonal basis consisting of approximately thirty-seven (37) weeks per year and follows a school year calendar, with vacation periods which coincide with certain Public School vacation periods, and with a summer period when the program is closed and employees are on layoff status.

9.2 In the event that a schedule change is necessary due to emergencies, an unforeseen vacant position or other unforeseen circumstances, the Employer shall first seek volunteers to provide coverage. If there are no volunteers and an employee's schedule must be changed, the schedule change shall be made according to seniority.

9.3 Breaks will be provided to all employees. They will be provided as follows: one ten minute break for employees working up to six hours per day; two ten minute breaks for employees working more than six hours per day as well as one unpaid half-hour break for employees working more than six hours per day. Such breaks shall be staggered according to the operating needs of the Employer and shall be used in a manner which will guarantee no break in service to clients or affect the safety of the clients served at the work location. If employees are scheduled to leave before the end of the work day, they will first assure that one member of their classroom team is available to cover until buses clear (approximately 45 minutes) at the end of the day.

9.4 The Employer will report to employees each pay period on the accrued vacation and sick time.

9.5 Employees shall be paid for all hours worked in a week. Any hours worked over 40 in a week will be paid at the rate of time and one half.

9.6 Staff shall not be required (but may be allowed upon request and prior approval) to alter their weekly schedule on account of required classes and/or mandatory meetings.

9.7 MOC will make available thirty-two (32) additional hours per year (sixteen (16) for the 2007-2008 school year) for each teacher to use in order to address non-routine (e.g. accreditation, federal review, etc.) paperwork requirements. Additional hours will be available to individual teachers only upon written request to and prior written approval by their supervisor. Such additional hours may not be granted or taken if it would create overtime. Teachers must take a half-hour unpaid lunch on days during which additional hours are used. It is not anticipated that all additional hours will be automatically used by each teacher at a particular site.

ARTICLE 10 – WAGES

10.1 Fiscal years 2008, 2009, 2010: There will be a wage re-opener in each year of the years, as per Article 37, to determine wage rates to be in effect as of November 1, 2007, 2008, and 2009, respectively. In the fiscal year 2008 wage re-opener, equity issues in the Career Ladder may be the subject of negotiation.

10.2 Differentials: The following differentials shall be added to the base rates of eligible employees:

- a) \$0.50 for bilingual employees
- b) \$0.50 for Parent Committee work assignments
- c) \$0.75 for Recruitment Coordinator assignments
- d) \$0.65 for full day/full year employees
- e) Family Service Coordinator differentials applicable after thirty (30) consecutive days, retroactive to day one:
 - 19-20 children – \$0.75
 - 21-25 children – \$1.50
 - 26-30 children – \$2.25
 - 31-35 children – \$3.00
 - More than 35 families – \$0.20 for each additional family over 35
- f) In the event an employee works in a higher rated job for more than thirty (30) consecutive workdays, he/she shall be entitled to receive the higher rate of pay, retroactive to day one. When the Employer knows in advance that such a job will be vacant for more than thirty (30) days it will temporarily assign, if practical, one employee to the temporary vacancy and shall pay the higher rate from the date of transfer.
- g) If needed, the Employer will designate one employee to serve as an on-site administrator (OSA) when a manager is absent (for more than an hour during the school day) and MOC will pay a stipend of \$.50 per hour for such service (not to exceed a total of \$3.50 per day, \$17.50 per week). The designation of an OSA shall be at the Employer's sole discretion.

10.3 Career Ladder: It is the Employer's intent not to hire new employees at rates higher than those current employees of equal experience and qualification and toward that end the Employer agrees to place new hires in accordance with the Entry Level Career Ladder attached hereto as Schedule A. The wage differentials for credential acquisition shall continue to apply consistent with past practice, except that the Employer agrees that once a year in September, it will schedule interviews for those teachers who have submitted a documentation of their qualifications to move from Level Six (6) to Level Seven (7) and upon successful completion of an interview, employee(s) will receive the additional pay.

10.4 Miscellaneous:

- a) Upon execution of this Agreement, no employee shall receive less than a pay rate of \$8.35.
- b) Upon promotion, an employee shall receive an increase in pay equal to the difference between the start rate of his/her current position and the start rate of the new position.

ARTICLE 11 – HEALTH AND WELFARE

11.1 The Employer offers Blue Cross Blue Shield health and dental plans. The Employer will contribute \$847.00 per month for a family health plan and \$323.00 per month for an individual health plan. The Employer will contribute \$64.00 per month for a family dental plan and \$27.00 per month for an individual dental plan.

11.2 The Employer shall continue to provide health and dental insurance for employees who are enrolled in a health plan and on lay-off status for the summer.

11.3 In the event the Employer intends to change carriers, the Employer shall meet with the Union to discuss the impact of any such change. In the event of any such change the Employer agrees to maintain substantially equivalent coverage.

11.4 All employee contributions for benefits will be paid with pre-tax dollars unless the employee requests otherwise.

11.5 The Employer shall provide long-term disability insurance to employees at no cost in accord with its current practice and eligibility rules.

11.6 The Employer shall provide Life Insurance to all employees at no cost in accord with current practice and eligibility rules.

ARTICLE 12 – PENSION

12.1 Each month the Employer will make a Pension Plan contribution on behalf of eligible employees equal to the following:

- 3% of your monthly compensation if you have less than 5 years of service
- 4% of your monthly compensation if you have 5 or more years of service but less than 7 years of service.
- 5% of your monthly compensation if you have 7 or more years of service.

- Eligibility, vesting and other provisions relating to the Pension Plan are outlined in the Summary Plan Description provided to employees.

ARTICLE 13 – STAFFING

13.1 When an employee is absent from work, the classroom team shall be responsible for finding a substitute from staff, present parents and other volunteers in accord with MOC's classroom Substitute Policy. Employees shall not be eligible to serve as a substitute until and unless their regular assignment is completed or if their substitution would result in overtime (unless it is pre-approved by the supervisor). Employees shall not be paid travel time or expense to or between work sites. In the event that the classroom/team is unable to find a substitute, the Employer will assist. Management shall have final responsibility to find a substitute when an employee is absent from work. If no qualified substitute is available, the Employer will transfer employee(s) and will do so on a rotating basis when feasible. In the event of such temporary transfer, employees shall be entitled to travel time and expenses.

13.2 All teaching staff are required to sign up and be available if needed for an additional two weeks per year (September through August) for coverage and back-up during school vacation periods.

13.3 For full year employees, on occasions when staff are asked for volunteers to go home because of low numbers, the employee(s) who volunteer may stay for one hour to complete paperwork. Pay will be at straight time, except on holidays or cancellation days when there will be no additional pay for that hour.

ARTICLE 14 – HEALTH AND SAFETY

14.1 The Employer agrees to maintain a healthy and safe work place consistent with applicable regulations. The Employer will request that employees at each worksite identify and safety concerns on their staff reports or on the maintenance request forms.

14.2 The Agency shall provide and pay a \$10.00 monthly stipend to each Family Service Coordinator who uses a personal cell phone. Current phone numbers must be provided to the Agency. In order to be eligible for the stipend, a contract showing the current cell phone number will be signed at the beginning of each school year and maintained throughout the year. If the cell phone contract expires, the phone number is changed, or service is otherwise discontinued for more than 48 hours, the employee shall promptly notify the Employer. The Agency shall, subject to the terms above, also provide a cell phone or pay a \$10.00 monthly stipend for a personal cell phone to the janitors regularly assigned to the Leominster, Fitchburg (Hosmer) and Gardner sites, provided that such janitors must keep the cell phone on and be available to receive calls during work hours.

14.3 Employees shall not be required to conduct home visits that they feel would jeopardize their safety. In that event the employee shall notify their supervisor and together they will develop a plan of action.

14.4 MOC will make a new ID for any staff who need a replacement ID.

ARTICLE 15 – SICK LEAVE

15.1 Employees will be entitled to accumulate sick leave at the rate of one day per month computed by hours paid and pro rated based on an employee's regularly scheduled workday. Employees may be required to furnish a doctor's certificate justifying their leave after 3 days of such leave unless there has been a pattern of such absences or other evidence that the sick leave policy has been abused in which case a doctor's certificate may be required prior to a three day absence. Sick leave may be used only in the case of an employee's own illness, or the illness of an immediate family member or household member whose conditions requires the continued presence of the employee.

15.2 Upon the expiration of an employee's accrued sick leave, the use of vacation and/or personal leave shall not be unreasonably denied. In the event that an employee has exhausted sick leave and requests use of vacation and/or personal leave, the Employer may request a doctor's note.

15.3 Unless there are mitigating circumstances, an employee absent from work because of illness must contact his/her supervisor at least one hour before report time at the start of each workday in order to use her/his sick pay for that day.

15.4 All employees may accumulate unused sick days from the previous year or years to a maximum of 975 hours, which is the equivalent of 6 months at 37.5 hours per week. Employees are not paid for unused sick days upon their termination.

15.5 The Union/Management Committee shall explore the possibility of establishing a sick leave bank.

ARTICLE 16 – PERSONAL LEAVE

16.1 Employees will accrue .25 days per month computed by hours paid for personal time off with prior approval of immediate supervisor. Personal time will be accrued to a maximum of four (4) days computed by hours paid and pro-rated based on an employee's regularly scheduled workday. Personal days can only be used on a regularly scheduled workday. Employees are not paid for unused personal days upon termination.

ARTICLE 17 – BEREAVEMENT LEAVE

17.1 If any member of an employee's immediate family dies, including anyone living in the household, he/she shall be given time off with pay, not to exceed three (3) days. Any longer periods allowed will be charged against vacation time, personal time and/or sick time. The authority for use of time off due to the death of non-immediate family members is at the discretion of the Program/Division Director. Immediate family to be: husband, wife, mother, father, sister, brother, son, daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, stepdaughter, stepson, stepparent, stepsister, stepbrother, domestic partner.

ARTICLE 18 - HOLIDAYS

18.1 The following will be observed as holidays:

| | |
|-------------------------------|------------------|
| New Year's Day | *Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Washington's Birthday | Veterans' Day |
| Patriots' Day | Thanksgiving Day |
| *Memorial Day | Christmas Day |
| *Independence Day | |

*Does not apply to school year employees if school year begins after the holiday or ends before the holiday.

18.2 Pay for a holiday shall be at the employee's regular rate of pay and pro-rated according to the employee's standard hours in a work week.

18.3 If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

18.4 Employees who have been authorized to work and work on a holiday shall be paid their regular rate for hours worked in addition to holiday pay.

18.5 At his/her discretion, the Executive Director may allow afternoons off on the day immediately preceding Christmas and Thanksgiving.

18.6 Only those employees on the active payroll shall be eligible for holiday pay.

ARTICLE 19 – VACATIONS

19.1 Vacation: Vacation time will be accrued at the rate of two (2) weeks per year at the rate of 3.85 hours per 100 hours paid computed by hours paid for the first three years of employment. School year employees may accrue time only during the months they work.

19.2 No employee will be allowed vacation during his/her probationary period of employment.

19.3 Accrual of vacation time will be increased as follows:

- After three (3) years of employment – three (3) weeks vacation.
- After seven (7) years of employment – four (4) weeks vacation.
- After twelve (12) years of employment – five (5) weeks vacation.

19.4 Hours of vacation to be on pay check. Vacation time is to be used with prior approval of immediate supervisor.

19.5 All employees except those who follow a school year schedule may bank unused vacation days from the previous year or years to a maximum of twenty (20) days as of January 31, 2008; and fifteen (15) days as of December 31, 2008. To this bank will be added the vacation days accumulated in the current calendar year and this total will be the base from which vacation days taken during the current year will be deducted. All employees, who follow the school year schedule, may bank unused vacation days from the previous year or years to a maximum of one's average scheduled hours in a week. These employees will use vacation time when school is not in session, except that 3 days may be used as single vacation days during the school year.

19.6 If a holiday falls within a vacation period, the employee shall be paid for the holiday provided he/she is otherwise eligible for the holiday.

19.7 Vacation pay shall be paid at the employee's regular rate of pay.

19.8 Upon termination of employment all accrued unused vacation time shall be cashed out.

19.9 Vacation pay will be given to an employee on the pay date immediately prior to the beginning of the vacation week(s) if requested.

ARTICLE 20 – FAMILY AND MEDICAL LEAVE

20.1 Any employee covered by the terms of this Agreement, who has at least six (6) months of seniority, shall be eligible to receive up to twelve (12) weeks unpaid family or medical leave in accord with the provisions of the Family Medical Leave Act, provided that, the employee shall give the Employer as much notice as possible and may be required to give a 30 day notice with medical certification for such leave unless there are unforeseeable circumstances. Family or medical leave shall be granted for the following reasons: birth to or adoption of a child by employee or spouse of employee; illness of the employee; illness of a family member or household member of the employee.

20.2 Employees shall have the option to receive pay (vacation, sick or personal) during their family or medical leave.

20.3 Extension of a family or medical leave for an additional period, with the total leave of up to twelve (12) months, may be granted by the Employer.

ARTICLE 21 – MATERNITY/PATERNITY/ADOPTIVE LEAVE

21.1 Female, regular employees who have been employed full-time for at least three months and who have completed the Employer's six (6) month probationary provision are entitled to eight weeks paid maternity/adoptive leave providing they give two weeks notice of the date they will be starting the leave, and certify via a formal contract that they intend to return to their jobs. Any employee returning from maternity/adoptive leave is entitled to the same or similar position as she held before. Additionally, at the end of the 8 weeks, an employee requesting to use other benefits (sick time, vacation or personal time) must receive approval from their supervisor. School year employees will not be paid for any portion of the maternity/adoptive leave which falls during any portion of summer leave. If any part of that 8 weeks remains at the start of the school year, the employee will be paid for the remainder.

21.2 Male, regular employees who have been employed full-time for at least three months and who have completed the Employer's six month probationary provision are entitled to two weeks paid paternity/adoptive leave providing they certify via a formal contract that they intend to return to their jobs. School year employees whose spouse/significant other delivers/adopts a child during the summer will begin their paternity/adoptive leave on the date of delivery. If any part of the 2 weeks remains at the start of the school year, the employee will be paid for the remainder.

ARTICLE 22 – OTHER LEAVE

22.1 Requests for a leave of absence must be in writing to the Program/Division Director and approved by the Executive Director. Requests should state reasons for leave and give beginning and ending dates. An extension of an original leave of absence should be requested in the same manner. The Executive Director or his/her designee may grant a leave for a maximum of three (3) months. Employees on probationary status shall not be eligible for a leave of absence. An employee shall not accrue seniority, vacation, sick or personal time while on such leave.

22.2 Employees on Workers' Compensation will accrue vacation, sick and personal time while on leave for a period of up to ninety (90) days.

22.3 The Employer will grant time off for appropriate religious observances provided an employee give at least two weeks written notice. Such time off is without pay but an employee may use accrued personal time to be paid for such time off.

ARTICLE 23 – CANCELLATION DAYS

23.1 Employees shall have up to four (4) paid days for use in accord with the Employer's Cancellation Policy.

23.2 A full year employee who has been scheduled to work with children on a cancellation day will be paid for that day in addition to any hours worked with children in accordance with the Employer's Cancellation Policy. If an employee reports to work on a cancellation day but does not work with children, the employee may "bank" that cancellation day and use it in the event that there are more than four (4) cancellation days in a given year.

ARTICLE 24 – JURY DUTY

24.1 Employees who are called for and/or serve on juries will be paid an amount sufficient to make up the difference between their jury duty payments and their regular weekly pay.

ARTICLE 25 – MILITARY LEAVE

25.1 Employees required to be absent from work because of military duty shall be paid at their regular rate less any compensation received for their military duty up to a maximum of sixty (60) days per year. Such time shall not be charged to accrued vacation time. This policy shall not apply to voluntary enlistments in full-time military service, but every effort will be made to re-employ such persons at the conclusion of their enlistment.

ARTICLE 26 – DISCHARGE AND DISCIPLINE

26.1 The Employer may discharge or otherwise discipline an employee for just cause.

26.2 If an employee is to be disciplined the employee may have a Union Steward present.

26.3 Upon issuing notice of termination to an employee, the Employer shall notify the Union office and a Union Steward within two (2) business days of any such termination.

26.4 Any warnings or disciplinary notices given to an employee shall not be used as the basis for further discipline if within twelve (12) months of the date of said warning or notice, the employee has received no other warnings or disciplinary notices. An employee shall receive notice of any disciplinary action within 5 working days of the Employer becoming aware of the incident or activity upon which the discipline is based except in situations where an internal or external investigation is commenced in which case the employee will be notified of the investigation within 5 working days of the Employer becoming aware of the incident or activity which gave rise to the internal investigation and within 1 working day of receiving notice that an outside agency is making an external investigation. The Employer shall notify the employee of

any disciplinary action resulting (a) from an internal investigation within 1 working day of receiving notice of the results of such investigation or (b) from an internal investigation within 1 working day of receiving notice of the results of such investigation. The foregoing timeline for notice shall not apply to investigations under the Employer's harassment policy.

26.5 An employee shall have the right, upon his/her request, and reasonable notice to the Employer, to review the contents of his/her personnel file. An employee shall have the right to have attached in his/her file any response that he/she feels is appropriate to any material contained in his/her file.

ARTICLE 27 – GRIEVANCE AND ARBITRATION

27.1 A grievance shall be defined as a dispute or complaint arising between the parties over the alleged violation, interpretation, application or performance of the Agreement.

27.2 Step 1. Within fifteen (15) work days of the incident giving rise to the grievance, or within fifteen (15) work days after the employee affected should have become aware of such incident, the grievance must be presented in writing to the employee's immediate supervisor. The written grievance shall set forth the nature of the grievance, the particular section and language of this Agreement on which the grievance is based and the remedy sought.

27.3 Step 2. If the grievance is not satisfactorily resolved at Step 1, the written grievance shall be submitted to the Division Director within ten (10) working days after the supervisor's reply at Step 1. The Division Director shall meet with the grievant and designated representatives of the Union to discuss and attempt to resolve the grievance as expeditiously as possible.

27.4 Step 3. Within ten (10) workdays of the grievant's receipt of the Division Director's response, the Union may submit the grievance to the Executive Director. The Executive Director shall issue her/his response to the grievance to the Union within five (5) workdays after his/her receipt of the grievance and in the event such response is not provided within that time, the grievance shall be deemed denied.

27.5 If the subject matter of the grievance is a discharge or a group of employees, the grievant(s) may begin the Grievance Procedure at Step 2 provided that it is initiated within fifteen (15) days of the incident giving rise to the grievance.

27.6 If the Union is dissatisfied by the decision rendered by the Executive Director, it may submit a written grievance for arbitration by filing with the American Arbitration Association within thirty (30) days after she/he has rendered his/her decision. The failure to file for arbitration within thirty (30) days and/or the failure to follow the timetable set forth in the above grievance procedure shall constitute a waiver of the grievance. The parties may extend the foregoing timetables by mutual consent in writing signed by both parties. If there is a dispute as to whether there has been compliance with the timetable, that dispute shall be determined by the arbitrator first before considering the merits of the grievance.

27.7 The costs of the arbitrator shall be split equally by the Union and the Employer. The arbitrator shall not have the right or authority to add to, subtract from or alter any of the provisions of the Agreement. The decision of the Arbitrator shall be final and binding on the parties.

ARTICLE 28 – NO STRIKE – NO LOCK OUT

28.1 It is agreed that there shall be no strike, walkout, refusal to report to work or other interruption of work by the Union or any employee during the period of this Agreement. It is agreed there shall be no lockouts by the Employer during the period of this Agreement.

28.2 In the event that in violation of the provisions of the preceding paragraph a strike, walkout, refusal to report to work, or other interruption of work shall occur, the Union shall not be subject to financial liability for such violation provided that the Union, immediately upon being informed of such violation, shall have (1) disavowed any part in such action and its officers shall order any and all employees participating in such action to return to work immediately; and (2) all stewards of the Union shall report to work as scheduled. Any employee participating in such violation shall be subject to immediate discharge or other disciplinary action. Such discharge or other disciplinary action shall not be subject to the grievance and arbitration procedure except if the fact of participation is disputed.

ARTICLE 29 – UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

29.1 The Employer agrees to recognize Union Stewards as designated by the Union. Stewards shall have reasonable time without loss of pay for the purpose of handling grievances at steps 1, 2, or 3 of the Grievance Procedures which are scheduled during their normal work hours. Stewards are not paid by MOC for time spent during arbitration.

29.2 A Union representative shall have reasonable access to the Employer's premise for the purpose of handling grievances and administering this Agreement.

29.3 The Employer will make available to the Union a bulletin board at each work site for its use.

29.4 The Employer shall provide release time for one employee to attend the monthly Executive Board meeting of the Union. Subject to operational needs, the Employer shall provide release time for employees designated by the Union to attend Union trainings, conferences and conventions, as well as other Union-related business.

29.5 A Union leave for up to one (1) year shall be granted to one (1) Union member at any one time for Union business. The employee shall notify the Program thirty (30) days prior to taking Union leave.

ARTICLE 30 – GENERAL PROVISIONS

30.1 All employees are required to have bi-annual physicals, as well as proof of MMR immunity, bi-annual TB risk assessments, First Aid, CPR, OSHA, Child Abuse & Neglect training and satisfactory CORI/DSS background checks as required by EEC in order to meet guidelines. Current copies of EEC certification, driver's licenses, social work licenses, as well as any other applicable certificates or licenses must be on file. Failure to fulfill requirements can result in disciplinary action, including unpaid suspension until requirements can be met, and/or termination, provided however that progressive discipline will be followed where applicable. The Employer shall pay co-pays for all physicals, tests and other medical procedures required of employees, provided employees use designated clinics and providers. First Aid, CPR, OSHA and Child Abuse & Neglect training shall be provided by the Employer.

30.2 All Child Care Head Start employees working in a classroom where lunch is served during their working hours shall be eligible to partake of such lunch at no cost in accordance with current practice.

30.3 The Employer shall provide employees with locked file cabinets at each work site for the storage of valuables.

30.4 The Employer shall continue to provide banking services to employees in accordance with current practice.

ARTICLE 31 – MILEAGE REIMBURSEMENT

32.1 Employees will be reimbursed at the rate of \$0.41 cents per mile if they are required to use their private vehicles for MOC business.

ARTICLE 32 – TRAVEL EXPENSES

32.1 Employees shall be reimbursed for all work related tolls and parking expenses related to travel.

32.2 Subject to the regulations of the applicable funding source, employees shall be reimbursed for the cost of lodging, and shall receive a \$35.00 per day for meals related to overnight travel outside the MOC territory provided that such overnight travel is approved in advance by the Executive Director.

ARTICLE 33 – TRAINING AND EDUCATION

33.1 Management will ensure that all new employees and substitutes shall receive training.

33.2 CPR and First Aid courses will be offered by the Employer at no cost to Employees.

33.3 Subject to funding, courses/seminars/trainings taken by employees, which are job related, shall be paid by the Employer provided they have been pre-approved by their supervisor and the Career Development Committee. The Employer will pay up to \$800.00 per course and up to \$200.00 per training. Employees may apply for up to two courses per year. Proof of attendance or passing grade report must be submitted before additional training will be approved. Cost of books will be reimbursed up to seventy-five dollars (\$75.00) per course for books required for the course. Priority for September courses will be given to employees enrolled in degree programs required by State and/or Federal Agencies for their positions.

33.4 Release time (unpaid) of up to 1 1/2 hours per week may be granted for those hours that conflict if an individual tuition course is scheduled during work hours and has been approved in advance by a supervisor. This should be requested in writing, signed by a supervisor and attached to a request for reimbursement. Attendance at approved trainings and seminars during work hours will be without loss of pay for the hours they were scheduled to work that day. Employees will not be paid for attending week end trainings unless they were asked by supervisors to attend.

33.5 When the training line item budget has been depleted, staff must wait until the beginning of the next fiscal year to enroll in courses/trainings/seminars. Surplus funds in the training line item shall be disbursed according to past practice.

33.6 The Employer will notify the Union of any changes resulting from the new Head Start Reauthorization Act which will affect employees' wages, hours and/or working conditions such as qualifications and the parties will immediately commence bargaining on such changes. Employees must maintain the minimum education level required for their positions in accordance with EEC and ACF guidelines. Staff who do not have the minimum education levels required for their positions on the Career Ladder may be reclassified after reasonable notice of at least six (6) months, which will include prior notice to both the employee and the Union of the deficiency. Upon request of the Union, MOC will provide a list of employees who have not attained the minimum level required for their position. Employees will not be reclassified as long as they are making progress, i.e. taking and passing courses, toward the required level. The Union and MOC may, upon the request of either party, meet during the notice period to discuss the subject prior to implementation or reclassification.

ARTICLE 34 -- CHILDCARE

34.1 Current employees who enroll their children in a MOC child care program are eligible to receive a 33% discount per child on their fee.

ARTICLE 35 – UNION/MANAGEMENT COMMITTEE

35.1 The Union/Management Committee will be comprised of no more than three (3) bargaining unit employees plus a Union representative and no more than three (3) representatives

of management. Additional management/union representatives may participate in meetings by mutual agreement.

35.2 Meetings will occur outside normal working hours.

35.3 The Union/Management Committee shall meet at least six times per year, unless the parties mutually agree to do otherwise.

ARTICLE 36 – SUBCONTRACTING

36.1 The Employer agrees that it will not subcontract out work normally performed by the bargaining unit except in accordance with its current practices or when employees are not readily available or services cannot be provided. The Employer further agrees that should it determine to subcontract out bargaining work in addition to that noted above, it will provide the Union at least thirty (30) days notice to allow the Union to provide alternatives to such action, unless otherwise required by funding sources.

ARTICLE 37 – DURATION OF AGREEMENT

37.1 This Agreement shall be from November 1, 2007 and remain in full force and effect until October 31, 2010. Thereafter it shall be self-renewing for yearly periods unless notice of intent to modify this Agreement is given in writing by either party to the other not less than ninety (90) days prior to its expiration date. However, this Agreement shall be reopened on or about May 1, 2008 for the sole purpose of negotiating wage rates to be in effect as of November 1, 2007 and health/dental insurance contribution levels effective as of July 1, 2008, and on or about May 1, 2009 for the sole purpose of negotiating wage rates to be in effect as of November 1, 2008 and health/dental insurance contribution levels effective as of July 1, 2009.

ARTICLE 38 – SAVINGS AND SEVERABILITY

38.1 Any part of this Agreement which conflicts with any applicable city, state or federal law or regulation shall be considered invalid. Such invalidity will not affect any other provision. Nothing contained herein shall be construed to require the Employer to violate or fail to fulfill any obligation under any regulation, rule or policy of the Massachusetts Office of Child Care Services, U.S. Department of Health and Human Services, or any other federal or state funding source whose rules apply to MOC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15 day of September, 2008, but effective as of November 1, 2007.

SERVICE EMPLOYEE INTERNATIONAL OPPORTUNITY
UNION, LOCAL #888

By:

Susana Segat

Susana Segat, President

Shanna Weston

Shanna Weston, Senior Field Representative

MONTACHUSETT OPPORTUNITY COUNCIL

By:

Kathleen J. McDermott

Kathleen J. McDermott, Executive Director

Deborah Hubbard

Deborah Hubbard, Director

Frances Langelier

Frances Langelier, Director of Administrative Services

MOC SEIU 888 Bargaining Team

Charles Collins
John Hotchkiss
Karl A. Bennett
Cynthia Gray-Allen
Nancy M. Assimakopoulos
Michael Hernandez
Melissa Warren

ENTRY LEVEL CAREER LADDER

**MOC CHILD CARE & HEAD START SERVICES
11/1/06 REFLECTS THE 1.5% INCREASE**

| Step | CLASSIFICATION Education/Family Service | Family Service | HOURLY RATE | EDUCATION | EXPERIENCE |
|-------------|--|---------------------------|------------------------|--|-------------------|
| 1 | Teacher Aide Custodian/Dishwasher | FSC I | \$8.35 | | 0 |
| 2 | Assistant Teacher Maintenance I | FSC II | \$9.00 | HS/GED | 0 |
| 3 | Teacher I Group Leader | FSC III | \$9.65 | HSD/GED 1 JRC | * |
| 4 | Teacher II Group Leader Maintenance II | FSC IV | \$10.78 | HSD/GED 3JRC OCCS Teacher Qualifications | * |
| 5 | Teacher III Group Leader | FSC V | \$11.38 | HSD/GED and CDA with 3JRC EC/MH Certificate with 3 JRC | * |
| 6 | Teacher IV Group Leader | FSC VI | \$11.90 | Associates EC/HS Related (4 courses) | * |
| 7 | Lead/Co Teacher V | FSC VII | \$12.40 | Associates EC/HS Related/LSWA (6 courses) | • |
| 8 | Lead/Co Teacher VI | FSC VIII | \$12.77 | Associates EC/HS Related Director II or LSW (6 courses) | • |
| 9 | Lead/Co Teacher VII | FSC IX | \$13.77 | BS EC/HS Related (6 courses) | • |
| 10 | Lead/Co Teacher VIII | FSC X | \$14.29 | BS EC/HS Related LCSW/Director II (6 courses) | • |
| 11 | Lead/Co Teacher IX | FSC XI | \$14.79 | MSW/EC Related (6 courses) | • |
| 12 | Lead/Co Teacher X | FSC XII | \$15.30 | MSW/EC Related LICSW/Director II | • |

- By Performance Standards

- * Holds required experience for state certification

1. Upon entry, or position change, an additional 3.5% may be given for five years' experience up to a maximum of 7%.
2. Upon completing requirements to move to a higher level, will be placed on the appropriate level based on date of submission of documentation of their new qualifications.
3. Staff whose rate exceeds the career ladder rate for their new qualifications, will receive an additional amount equal to the difference between their previous rate and the new rate upon receipt of documentation.
4. Related field means at a minimum of six job-related courses.

Differentials:

\$.50 per hour – bilingual

\$.50 per hour – Parent Committee

\$.50 per hour – On Site Administrator (OSA), as per Article 10.2(g)

\$.65 per hour – Full day/Full year Classroom Assignment

\$.75 per hour – Recruitment

Family Service Differentials:

19 – 20 children – \$.75 per hour

21 – 25 children – \$1.50 per hour

26 – 30 children – \$2.25 per hour

31 – 35 children – \$3.00 per hour

More than 35 families - \$0.20 per hour for each additional family over 35

Maintenance Classifications:

Maintenance employees holding Maintenance positions at the Hosmer, Coleman, and FEC sites shall be categorized as Maintenance II. Maintenance employees at other locations shall be categorized as Maintenance I. The rates of pay, but not the educational requirements, in the Career Ladder shall apply.

Substitute or Third Person Teacher Rates: \$8.25

SIDE LETTER OF AGREEMENT

Between

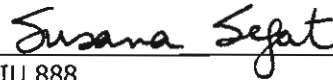
MOC and SEIU 888

Effective upon ratification of the 2007-2010 contract, maintenance/janitorial staff who, as of the ratification date, have been employed with MOC for 10 years or more shall receive a one-time bonus, exclusive of base salary, of five hundred dollars (\$500.00), pro-rated based upon a full-time schedule of 40 hours per week. Maintenance/janitorial staff who have been employed with MOC for 5 years or more shall receive a one-time bonus, exclusive of base salary, of two hundred dollars (\$200.00), pro-rated based upon a full-time schedule of 40 hours per week, but with a minimum bonus of one hundred dollars (\$100.00). All bonuses are subject to normal tax withholding.

For MOC



For SEIU 888



Date:

9/5/08

Date:

9/18/08

SIDE LETTER OF AGREEMENT

Between

MOC and SEIU 888

This Agreement is made by and between MOC and SEIU Local 888, Service Employees International Union.

Whereas, the issue of the 32 hour per year per member bank of hours for certain assignments was the subject of negotiations (for the 2007-2010 contract) between the Union and MOC.*

It is hereby agreed that the following list is intended as inclusive of some of the responsibilities for which the bank is intended; however, it is not meant to limit use for any additional paperwork required as the result of EEC or Federal requirements:

- NAEYC paperwork
- Accreditation
- Federal On-Site review
- UPK paperwork
- Portfolios
- Beginning of the year and end of the year paperwork and home visits
- Parent-teacher conferences

Work for which the bank is NOT intended includes:

- Everyday, normal work not included in the above list
- Required meetings (such as building meetings)
- Required trainings such as CPR, First Aid, nutrition, etc. (subject to 9.6; refer to 30.1 also)

For MOC



For the Union



Date:

9/5/08

Date:

9/18/08

* Additional hours will be available to individual teachers only upon written request to and prior written approval by their supervisor.