

MEMORANDUM OF AGREEMENT

Local 95, DC 37/1707 (the "Union" and the Head Start Sponsoring Board Council (the "HSSBC"), on behalf of the member Head Start agencies of the HSSBC, have reached an agreement for a collective bargaining agreement for the period February 2, 2019 through January 31, 2022.

It is mutually agreed that the collective bargaining agreement in effect between Head Start and the Union shall be amended as follows:

1. Article I - Recognition
Section 1 shall be amended to change the title of "family worker" to "family worker/advocate".
2. Article III – Management Rights
Management will give notification to the Union; and seek input from the Union on the creation of new positions and give voluntary recognition to the Union.
3. Article V – Wages
Amend Section 1(a) to restore all longevity increases and state certification differentials.
4. Article V – Wages
New Section 2 (H) – Any employee on a family services line who obtains a master's degree in social work or who currently possesses an MA in social work shall be promoted to the social work title and receive an increase of not less than \$5,000 above the family services coordinator title.
5. Article V – Wages
Establish base salaries and job title for Early Head Start and 2 year old positions.
6. Article VIII – Sick Leave & Personal Leave
Calling out before or after vacation and holiday requires a doctor note. If there is a pattern of calling out before or after vacation and holiday, (which means calling out at least four (4) times before or after vacation or a holiday), and an employee fails to provide a doctor's note as requested, except in cases of excusable neglect, they shall be subject to disciplinary action.
7. Article XII – Health Insurance
Health insurance shall be provided to all employees covered by this Agreement as set forth below:
Section 1
The City of New York has terminated the health insurance provided through its Central Insurance Program. All Medical Benefits and supplemental benefits for employees covered by this Agreement will be provided through the District Council 37 / 1707 Local 95 Head Start Employees Welfare Fund (the "Fund,'). The terms of the Trust agreement will cover all employees enrolled at all times.
Section 2

- (a) (i) Effective October 1, 2012, all employees covered by this Agreement will be eligible to participate in the Blue Cross Blue Shield Health plan described in Appendix A to this Agreement (the "Health Plan"). In the event of any conflict between the descriptions of the Health Plan in this Agreement and the plan documents with respect to the Health Plan, the terms of the plan documents will control.
- (ii) All full-time employees covered by this agreement and meet the Funds eligibility requirements, are eligible for medical benefits on the first day of the month following 30 days of employment. It is the agencies responsibility pursuant to Article IV, Section 1, to inform the employee of their benefits and any cost share. The agency will provide the Fund a completed enrollment with the appropriate required documentation to enroll the employee for coverage or if the employee does not wish to participate, a signed Waiver of Coverage signed by the employee and agency. In the event that the employer fails to provide an enrollment or Waiver of Coverage the employer they will be held responsible for its share of the contribution rate in effect when the delinquency occurs.
- (b) The Employee's contribution share shall be fifteen percent (15%) of the monthly cost of the health insurance as determined by the Trust. premiums of the Blue Cross Blue Shield InBalance EPO Plan.
- (c) The Employer is responsible for the contribution to be shall be paid the Fund in the amount of eighty-Five percent (85%) of the monthly cost of the insurance premiums, as determined by the Trust. of the Blue Cross Blue Shield Health InBalance EPO Plan, plus an administrative fee of \$6.50 per enrolled participant and a payment for supplemental benefits equal to \$12.33 per employee.

Section 3

Either party may request a reopener of this agreement upon forty-five (45) days' written notice to the other party prior to September 30 of each year of the contract, beginning with 2013, to negotiate changes in the current health care insurance program or to negotiate a new health care insurance program. This agreement with respect to negotiation of health care insurance program changes will not prevent either party to the Agreement from reopening the subject under the terms of Article XXXI of the parties' Collective Bargaining Agreement.

Insurance provided thru the District Council 37 / 1707 Local 95 Head Start Employees Welfare Fund, but may not be utilized until after the completion thereof.

8. Article XIV – Grievance Procedure

Section 8 shall be modified to include "Any indication for child abuse rendered by any investigative authority shall constitute Cause for discharge. However, the Union shall be notified prior to the implementation of any disciplinary actions being rendered."

9. Article XVI – Seniority

Restore language – Layoffs of Union staff shall be made in reverse order of seniority and recall from layoff shall be in inverse order of layoff, provided that the employee to be retained in case of layoff or the employee to be recalled from layoff must be capable of performing the work available.

10. Article XXI – Personnel Practices

Section 4(1) shall be amended to provide that uniform job descriptions will be developed and implemented by the labor management committee within one (1) year of the ratification of this agreement. In addition, paragraph 4 of the April 2017 MOA shall be deleted.

11. Article XXII – Career Development Plan

The parties shall develop a career ladder modeled on the Local 205 – Day Care Council career ladder and applying the same requirements as set forth in that agreement.

12. Article XXXI – Term of the Agreement

The term of the agreement shall be February 1, 2019 through January 31, 2022.

13. New Section

Responsibilities- The policy council shall approve and submit to the governing body decisions about each of the following activities:

Program personnel policies and decisions regarding the employment of program staff, including standards of conduct for program staff, contractors, and volunteers and criteria for the employment and dismissal of program staff.

The parent body (DAPC or other applicable parent body), consistent with federal regulations, should offer input on personnel decisions such as hiring or termination of employment. However, notwithstanding any other provision of the CBA, the parent body does not have the power to offer final approval or disapproval of any decision, including termination, which remains at all times the sole prerogative of management.

14. All provisions of the current collective bargaining agreement shall continue except as modified by this Memorandum of Agreement.

15. Once this Agreement is fully executed, it will be subject to a ratification vote by the members of the bargaining unit.

Dated: New York, New York
October 2, 2019

Head Start Sponsoring Board Council



District Council 37/1707, Local 95

