COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LOCAL 95
DC 1707, AFSCME AFL-CIO

AND

HEAD START
SPONSORING BOARD COUNCIL
OF THE CITY
OF NEW YORK

FEBRUARY 1, 2012
THROUGH JANUARY 31, 2015

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COLLECTIVE BARGAINING AGREEMENT dated _____ (the "Agreement")
by and between the HEAD START SPONSORING BOARD COUNCIL OF THE CITY OF NEW YORK, INC. (hereinafter called "HSSBC" or the "Council") on behalf of the employers (hereinafter individually referred to as the "Delegate Agency" or the "Agency" or "Employers") and District Council 1707, Local 95, AFSCME Community and Social Agency Employees' Union (hereinafter referred to as the "Union") for the period February 1, 2012 through January 31, 2015.

WITNESSETH

WHEREAS, the Head Start Sponsoring Board Council of the City of New York, Inc. has been duly designated as the Collective Bargaining Representative of the employers in the unit described below; and

WHEREAS, the Union has been duly designated as the Collective Bargaining Representative of the employees in the unit described below; and

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - RECOGNITION

Section 1

The collective bargaining unit covered by this Agreement consists of all permanent full-time Teachers, Assistant Teachers, Family Service Coordinators, Social Workers, Family Assistants, Family Workers, Health Aides, Bookkeepers, Secretary-Bookkeepers, Secretaries, Record Clerks, Cooks, Custodians, Helpers, Bus Matron, Bus Driver/Custodian, Assistant Custodian, Nutrition Service Staff, Health Service Staff, Family Service coordinator and all permanent part-time employees employed by Employers represented by the HSSBC in the preceding categories who regularly work fifteen (15) hours per week or more. Further, any new non-managerial positions shall be included in the bargaining unit. Managerial positions include the following: Directors, Deputy Directors, Administrative Assistants, Education Directors and other positions with a community of interest.

All other employees of the Agency, including specifically all permanent full-time Directors, Deputy Directors, Assistant Directors, Educational Directors, Substitute Teachers, Executives, Guards and part-time employees regularly working less than fifteen (15) hours per week are excluded from the unit.

Section 2

This Collective Bargaining Agreement has been negotiated exclusively by the Head Start Sponsoring Board Council (the "Council"); and the Union recognizes the Council as the exclusive bargaining representative of the Delegate Agencies. Further, the HSSBC recognizes the Union as the sole and exclusive bargaining representative of the employees in the collective bargaining unit as defined in Section 1 of the Article.

Section 3

The terms "employees" and "employee" shall, except where otherwise specifically indicated, mean employee within this collective bargaining unit and no others.

Section 4

Throughout this Agreement, the use of pronouns such as him her, he, she, or they shall in all cases include employees of both sexes, unless otherwise noted.

ARTICLE II - UNION SECURITY

Section 1

Effective with the signing of this Agreement, all employees who are members of the Union and all employees who subsequently join the Union, shall maintain their membership in good standing during the term of this contract.

Section 2

All the employees covered by this contract who are not members of the Union shall decide within thirty (30) days of its execution and after the completion of their probationary period whether they wish to:

1. Join the Union and pay the appropriate periodic dues required as a condition of membership in the Union, or

2. Decline to join the Union but pay to the Union a service fee covering collective negotiating and contract administration costs. This service fee shall be equal to the appropriate periodic dues required of Union members. The Employer shall not permit any other option nor shall an employee be permitted any other option.

Section 3

Dues check-off and the payment of service fees shall be authorized on signed forms approved by the Union.

Section 4

On a monthly basis, each Agency shall transmit to the Union the aggregate sum of all check off dues and service fees with appropriate lists designating the amount of payment for each employee. Each Agency shall deduct from each such payment an administrative fee determined by the Commissioner of the Administration for Children's Services or successor agency by his/her designee. Such fee shall not be unreasonable.

Section 5

Any employee hired after this Agreement has been signed and during the remaining term of this contract, shall have thirty (30) calendar days from the date of completion of the probationary period in which to decide whether to join the Union and pay the appropriate periodic dues or to decline membership and pay the equivalent service fee.

ARTICLE III - MANAGEMENT RIGHTS

(a) Each Agency shall have the right to determine its programs and policies in accordance with policies established by the United States Department of Health and Human Services and the New York City Administration for Children's Services/Head Start for reimbursement to Head Start agencies, and to retrench and reorganize its activities and staff at its discretion.

(b) The Employer shall at all times, subject to the provisions of this Agreement and the law, retain the sole right to manage its business and direct the working force. The Employer may exercise the following management rights to the extent not inconsistent with the terms of this Agreement:

> the right to decide the number and location of its Agencies; the right to lease or to sublease; to expand, sell, move, establish new operations, transfer and/or terminate all or part of its operations; to control and regulate the use of and access to Employer equipment and other Employer property; to establish and/or change hours of work, including work schedules, and to determine and establish shift coverage, including as to vacation scheduling and leaves; to select, hire, promote and lay off employees; to discipline, suspend or discharge employees with just cause; to establish and implement training programs as the Employer deems necessary; to evaluate job performance; to change or introduce any new or improved methods, equipment or facilities; to make decisions with regard to hiring and promotion based on the Employer's consideration of an employee's skills, abilities, performance and seniority, consistent with Article XXVII; to take whatever action the Employer deems necessary and advisable to determine, change, manage and fulfill the Employer's mission; and to make and enforce rules and regulations as the Employer may consider necessary for the operation of its business.

(c) The exercise of management rights in this Article is not subject to the grievance and arbitration provisions of this Agreement. The Employer's failure to exercise any right specified in this Article does not preclude the exercise of such right at any time subsequently.

(d) All of the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE IV - PROBATION

Section 1

The probationary period shall be 60 working days for all new employees. Only one extension of the probationary period of no longer than 30 calendar days will be permitted by written mutual agreement between a Delegate Agency, a probationary employee and the Union. All contractual benefits shall accrue during the probationary period, but may not be utilized until after the completion thereof.

All new employees shall be given an orientation session, including their union obligations. Management must inform the Union, in writing, of all new employees. Thereinafter, the Union is responsible for orienting the employee(s) of their union

obligations.

Section 2

It is understood that a Delegate Agency may terminate the services of an employee during the initial probationary period, and during any extensions of this period that may be agreed to by the parties as specified in Section 1 above, and such terminations may not be made the subject of a grievance or arbitration.

ARTICLE V - WAGES

Section 1

(a) All Longevity increases and all state certification differentials, including as set forth below, are suspended until parties are able to negotiate implementation of some or all of the longevity/differentials based on the receipt of additional funding from the Administration for Children's Services of the City of New York or other governmental funding source made available to employers for such increases. The negotiation of such implementation shall be subject to the reopener provisions of Article XXXI of the parties' Collective Bargaining Agreement. Employees employed as of June 30, 2012 who continue to be employed by the same employer shall continue to be paid the same wage (including all differentials, experience and longevity (steps), they were paid on June 30, 2012.

(b) If additional funding is made available at any time to employers represented by the Head Start Sponsoring Board Council for increases to the employees' wages, then the Union shall have the right to reopen the contract for the purpose of negotiating new wage rates at such time, notwithstanding the provisions of Article XXXI of this Agreement.

Section 2

The Parties have agreed to the following wage increases:

A. Effective February 1, 2009, all bargaining unit members shall receive a cost-of-living wage increase of 3.06% of their base salary, which thereafter shall be added to base salary.

B. Effective and retroactive to September 1, 2000, Teachers shall receive the following salary enhancements..

Teacher 1	- $1,850 added to the base for an annual base salary of $26,450
Teacher lA	- $2,353 added to the base for an annual base salary of $27,951
Teacher 1B	- (New category - Requires a BA in Early childhood education and an active eligibility to sit for the New York State Certification exam) - $1500 added to the base for an annual base salary of $29,451
Teacher II	$2,000 added to the base for an annual base salary of $34,473
Teacher IIA	- (New Category - Requires a BA in Early Childhood Education and

provisional certification) - $2,000 added to the base for an annual base salary of $36,473

Teacher III $3,367 to be added for an annual base salary of $40,180

C. All employees shall receive an annual updated salary and job description verification.

D. Effective September 9, 1989, certified teachers shall be eligible to receive a $300 longevity increase per year for the first 4 years of teaching experience within the Center or for any related teaching experience outside the Center (for a total of $1,200).

E. Effective and retroactive to February 1, 1998, all employees with ten (10) or more years of service shall receive a one time longevity increase of $500 to their base salary. For the first year only, the across the board increase described in Section 1 A above will not be calculated on the $500.

F. All employees in the bargaining unit, other than certified teachers, who attain 15 years of continuous service shall receive a longevity increase of $500; such increase to take effect on February 1 or August 1, following the completion of 15 years of continuous service.

G. (1) Eligible employees with the following credentials will receive an additional $500 per
year salary increase:

a. Child Development Associate (CDA)
b. Family Development Credential (FDC)

(2) Only those employees whose job titles require the CDA and/or the FDC will receive a salary increase for obtaining either or both.

(3) Employees obtaining both the CDA and the FDC will be entitled to no more than a single $500 salary increase.

(4) An employee who allows his or her CDA and/or FDC to lapse will not receive an additional salary increase for re-acquiring either or both.

(5) Permanent part-time employees whose job titles require the CDA and/or the FDC will receive a pro rata portion of the salary increase set forth in Section G(1) above, the amount to be determined as a prorated increase based on hours worked.

Section 2

Employees shall normally be paid three (3) working days after the end of each payroll period, except that Delegate Agencies which currently have a payday more than three (3) working days after the end of their payroll period may continue the same pay lag they now have in effect.

ARTICLE VI - VACATION

Section 1

As of February 1, 1980, all incumbent employees who, at that date had been employed for five (5) years shall continue to accrue twenty-three (23) vacation days per year.

All employees on staff on February 1, 1980, who shall have attained or shall attain five (5) years of service after that date, shall start to accrue twenty-three (23) vacation days per year upon completion of five (5) years of service.

All employees hired after February 1, 1980, shall be entitled to twenty (20) vacation days per year and shall start to accrue twenty-three (23) vacation days after seven (7) complete years of service.

INCUMBENTS 1/30/80

Work Week	Years Service	Annual Leave Allowance	Monthly Accrual	Days
35 hours	Begin 6th	161 hours (23 days)	13 hours and 25	(1 11/12)
			minutes	
35 hours	Prior to 6th	140 hours 20 days	11 2/3 hours	1 2/3

HIRED AFTER 2/1/80

Work Week	Years Service	Annual Leave Allowance	Monthly Accrual	Days
35 hours	Begin 8th	161 hours (23 days)	13 hours and 25	(1 11/12)
			minutes	
35 hours	Prior to 8th	140 hours 20 days	11 2/3 hours	1 2/3

The "Annual Leave Allowance" also known as "Vacation Leave" shall accrue on an hourly basis. All part-time employees and employees wholly or partly paid by CACFP (Child and Adult Care Food Program) are also covered by this Agreement. Staff working less than 35 hours per week will accrue leave on a pro-rated basis. The rate of accrual shall be based on the number of hours in the work week and the number of years of service of the respective employee.

Section 2

Earned vacation shall be taken by the employee at a time mutually convenient for both parties.

Section 3

When possible, the Agency shall provide vacation pay prior to the period of staff vacations.

Section 4

Pay for earned and unused vacation, shall if the employee dies, be distributed **to** the recipients of the deceased employee's estate or through any other instrument recognized under New York State law.

Such payment by a Delegate Agency to any such beneficiary shall constitute a complete discharge of the Agency's obligation.

Section 5

An employee may carry up to five (5) vacation days, past the program year with the Director's written approval.

ARTICLE VII - HOLIDAYS

Section 1

a. The following shall constitute regular holidays with pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Election Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving
(4th of July)	Christmas Day

A holiday falling on a Sunday shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed either on the previous Friday or the following Monday, at the discretion of the Employer. When either the holidays or the day designated for observance occurs on the employee's scheduled day off and the employee does not work on such day, he/she shall be entitled to one compensatory day off in lieu of the holiday.

b. In such cases, the employee may request, prior to the start of a vacation, that the holiday which falls within this vacation be added to that vacation period as an additional day off or to take another day off within ninety (90) days of the holiday. The Agency will not unreasonably deny the employee's request.

Section 2

In order to be paid for a holiday, the employee must be in full pay status the working day prior to and after the holiday.

Section 3

If a holiday falls within an employee's scheduled vacation, it shall not be charged against his accrued vacation credits.

Section 4

Certain Delegate Agencies may have a desire to observe other than the above holidays. In those cases there may be an exchange of holidays by mutual agreement of the parties, but in no instances may the total number exceed eleven (11) in any one calendar year.

ARTICLE VIII - SICK LEAVE & PERSONAL LEAVE

Section 1

Employees shall accrue sick leave with pay at the rate of one (1) working day per month. Sick leave may be accumulated to a maximum of 180 days. Employees may not convert time accumulated under sick leave to cash. However, under circumstances of retirement only, an employee may convert 50% of the accumulated time to cash for a maximum of 180 days.

Section 2

a. The normal unit of charge against sick leave allowance shall be one-half (1/2) day but sick leave may be approved at the discretion of the Head Start Agency Director in units of one (1) hour. In the event sick leave is taken in such one (1) hour units, the employee will provide written verification of the reason.

b. Sick leave taken in conjunction with an approved Family and Medical Leave is subject to the Agency's FMLA policy where applicable. FMLA Leave is to be executed consistent with federal regulations. All other leaves will run concurrent with FMLA leave.

Section 3

Sick leave may be used only in cases of personal illness of the employee concerned and shall be subject to verification if requested by the Agency. Proof of disability must be provided by the employee.

Section 4

Employees absent due to illness for more than three (3) consecutive days must in all cases submit a doctors' written verification of their disability and their ability to return to work.

Section 5

Three (3) sick leave days per year may be converted to personal leave at the employee's option subject to the following conditions: personal leave shall be used a day at a time and shall not be used to extend other leaves. Personal leave is not accrued from year to year. In order to use a personal leave day employees shall notify the employer of their intention no later than the previous business day, except in case of emergency.

ARTICLE IX - JURY DUTY

Employees called to serve as jurors shall notify their supervisor immediately upon receipt of a jury summons and provide the Agency with a copy of the jury summons not later than two (2) days prior to the first day of jury service and shall turn in the checks they receive in payment for their service as jurors to their Agencies. The employees are to receive their full salaries for the time spent in jury service, plus whatever amount they were paid as a transportation allowance. Employees relieved from jury service during

any workday on which they are called to serve shall promptly report to work at their Agency.

ARTICLE X - MATERNITY, PATERNITY AND ADOPTIVE PARENT LEAVE

Maternity, Paternity and Adoptive Parent leave without pay will be granted for up to eighteen (18) months. Upon return from such leave, the employee shall be entitled to return to a comparable position, i.e., a position of like status and pay, but without service or seniority credit for the period of the leave. Leaves granted pursuant to this Article run concurrently with Family and Medical Leaves, where applicable. Employees returning to the Agency after an extended leave are required to provide a written notice to the Director stating the date of return no later than thirty (30) working days prior to his/her return.

ARTICLE XI - BEREAVEMENT LEAVE

Section 1

An employee shall be granted a leave with pay not to exceed four (4) work days in the case of death in the immediate family. Immediate family shall be defined for this purpose as spouse, domestic partner, grandparents, natural, foster or step-parent, child, brother or sister and father-in-law or mother-in-law and any relative residing in the same household. An employee may take a fifth (5th) day of bereavement leave, and such additional bereavement leave shall be unpaid, except that such fifth (5th) day shall be paid, at the employee's option, if any accrued but unpaid leave is available from such employee's sick or vacation time.

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 health and supplemental benefits for employees covered by this Agreement will be provided through the District Council 1707, Local 95 Head Start Employee Welfare Fund (the "Fund").

Section 2

(a) Effective October 1, 2012, all employees covered by this Agreement will be eligible to participate in the EmblemHealth 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.

(b) The Employee's contribution shall be fifteen percent (15%) of the monthly cost of the premiums of the Emblem Health InBalance EPO Plan.

(c) The Employer's contribution shall be paid to the Fund in the amount of eight-five percent (85%) of the monthly cost of the premiums of the Emblem Health InBalance EPO Plan, an administrative fee of $6.50 per enrollee 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.

ARTICLE XIII - RETRENCHMENT, REORGANIZATION, ELIMINATION OF PROGRAM, PHASING OUT OF DELEGATE AGENCY, CHANGE OF SPONSOR

Section 1

The Employer agrees to notify the Union as soon as the Employer is aware of the probability that a Head Start Agency is to be retrenched, phased out or closed down. The employer will discuss the matter with the Union before taking any action concerning retrenchment, reorganization, phasing out of an Agency, elimination of a program, or change of sponsor. If the Agency loses its Head Start funding, it shall promptly notify the Union of its intentions regarding administrative appeals and the name and location of any interim or successor delegate agency, if and when it is known.

Every effort shall be made by the Employer to refer the displaced employees to another Head Start Agency.

ARTICLE XIV - GRIEVANCE PROCEDURE

Section 1

Definition: the term "grievance" shall mean:

a. A dispute concerning the application or interpretation of the terms of this Collective Bargaining Agreement.

b. A claimed wrongful disciplinary action taken against an employee.

Section 2

a. The grievance procedure for all Head Start Agencies shall be as follows:

Step I. The employee or the Union shall present the grievance in writing to the Agency Director within thirty (30) calendar days of the event giving rise to a grievance arising out of Section 1(a) above, and within ten (10) working days of the event giving rise to a grievance arising out of Section 1(b) above. The Agency Director shall schedule a conference within five (5) working days and shall render a decision within five (5) working days after the conference. All grievances filed by the Union must be in writing and must set forth a reasonable description of the grievance sufficient to inform the Employer of the nature of the grievance. This section shall not be construed to prohibit the Union from presenting any facts or arguments at any step of the grievance procedure.

Step II. An appeal shall be presented in writing to the Chairperson of the Agency's Policy Committee/Council. The appeal must be made within five (5) working days of the receipt of the Step I decision. The Chairperson shall schedule a hearing before the Personnel Committee of the Delegate Agency Policy Committee/Council within ten (10) working days after the presentation of the grievance and shall render a decision within five (5) working days after the hearing is held.

Step III.

a. Any grievance not resolved at Step II may, within ten (10) working days after the receipt by either party of the Step II decision, be submitted in writing to the Federal Mediation and Conciliation Services ("FMCS") for nonbinding mediation at no cost to either party. The FMCS will notify all interested parties of the request for mediation, consistent with applicable FMCS procedures. In the event that the grievance is not resolved in mediation within a reasonable time following the submission of the matter to mediation, the mediator shall notify both parties in writing to that effect.

b. The mediator may consider any appropriate matter in his or her effort to mediate the grievance, including without limitation the terms of this Agreement, applicable law, and the past practice of the parties.

c. Either party may, upon the appointment of a mediator by the FMCS, request and obtain the appointment of another mediator. Each party may exercise this right, with respect to a particular grievance, one (1) time.

d. The provisions of this Section 4 shall continue in full force and effect during the period September 1, 2006 through and including August 31, 2007; provided, however, that either party may, on or after February 28, 2007, request

that the other party voluntarily agree to discontinue the provisions of this Section 4. Unless the parties mutually agree, on or after February 28, 2007, to discontinue the provisions of this Section 4, this Section 4 shall continue and automatically terminate on August 31, 2007; provided, however, that the parties may mutually agree in writing to continue the provisions of this Section 4 for the remainder of the term of this Agreement.

Step IV. A grievance not resolved in Step III may be submitted to arbitration within 30 calendar days of the receipt of the Step III decision. This 30-day period may be extended by the Union for up to an additional 14 calendar days, provided written notice requesting such an extension is received by the Head Start Sponsoring Board Council prior to the expiration of the 30-calendar day period. Such grievances may be submitted to arbitration before an arbitrator agreed upon by the parties or, if they cannot agree, to the American Arbitration Association in the City of New York under its existing Voluntary Labor Arbitration Rules, unless the grievance involves a dispute which is not subject to arbitration under the terms of this Agreement. The fee and expense of the arbitrator and the charges of the American Arbitration Association shall be borne equally by the parties. The award of the arbitrator shall be final and binding except for proceedings to enforce or vacate the award as permitted by law.

b. The grievance procedure for ACS Head Start-Giant Step Agencies covered by this Agreement is eliminated, however, any rights which exist are not waived and may be the subject of the Grievance Procedure in (a) above.

Section 3

A grievance not submitted at any step of the Grievance Procedure or not submitted to arbitration in due time shall be deemed settled on the basis of the decision last given, if any, and further prosecution thereof shall in any event be barred. If a decision is not given in due time, the grievance may be taken to the next Step.

Section 4

The aggrieved employee shall have the right of Union representation at each step of this procedure. The grievant, Shop Steward and up to two witnesses shall be granted necessary time off with pay for the purpose of presenting the grievance.

Section 5

Time limitations for filing or appealing any step in the Grievance Procedure may only be waived by the express written consent of both parties. All waivers must be in writing. Oral consent may be given, but must be documented within two (2) working days. It is the parties' intent to strictly adhere to the time limitations set forth in this grievance procedure and supersede any past practice permitting a more relaxed approach to filing grievances and appeals through the steps of the grievance procedure.

Section 6

Any grievance of a general nature affecting a large group of employees which concerns the claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement shall be filed at the option of the Union at Step III of the Grievance Procedure without resort to any previous steps.

Section 7

An employee shall immediately receive written notice of a suspension which is imposed as a disciplinary action.

Section 8 (Terminations)

a. Discharge of an employee shall be for just cause. Except in the instances set forth in Paragraph (b) below, prior to termination, the employee shall be served with written notice of charges. Said employee shall be afforded due process pursuant to Article XIV (Grievance Procedure) of this contract; said employee may not be terminated prior to issuance of an adverse Step II decision.

b. In the event that the continued presence of the employee might disrupt the operation of the Agency or endanger the employee or others, s/he may be suspended immediately, with or without pay at the discretion of management, pending a hearing and determination of the charge. Written charges shall be prepared and delivered immediately to the employee. The determination shall be rendered within thirty (30) calendar days of the suspension.

c. The Union will be notified of all employees who are absent without notice by the Agency Director for two (2) consecutive work days. Any employee who remains absent for an additional two (2) working days after notice is given to the Union will be regarded by the Agency as having voluntarily abandoned their position and such action will be treated as a voluntary resignation, not as a voluntary resignation, not as a termination. Such voluntary resignations are not subject to grievance.

Further, any employee on an approved leave of absence must report his/her availability to return to work to the Agency Director no less than two (2) weeks prior to his/her expected return date. The Union will be notified by Management of any employee who fails to report his/her availability to return to work two (2) weeks prior to their expected return date.

Any employee who does not return to work at an Agency on the day of his/her expected return will be regarded as having voluntarily abandoned his/her position and such actions will be treated as voluntary resignation, not termination. Such voluntary resignation is not subject to grievance.

d. Any employee desiring to take a leave of absence must first obtain the written approval of management. Such employee must notify the Employer in writing of his/her availability to return to work to the Agency Director no less than two (2) weeks prior to his/her expected return date. If an employee fails to notify

the Employer in writing of his/her ability to return to work within two (2) weeks of his/her expected return date, the Employer may discharge such employee. The Union will be notified by Management of any employee who fails to report his/her availability to return to work two (2) weeks prior to their expected return date. Any employee who does not return to work on the day of his/her expected return will be regarded as having voluntarily abandoned his/her position and such actions will be treated as voluntary resignation, not termination. Such voluntary resignation may not be grieved.

ARTICLE XV - UNION ACTIVITY

Section 1

There shall be no strike, stoppage, slow-down picketing or other interference of any kind with the work of the Agency by the Union or by the employees covered by this Agreement. There shall be no lockout of the Agency by any of the employees covered by this Agreement.

Section 2

There shall be no Union activity, including distribution of Union literature by employees or by Union representatives during working time. Union material may be posted on bulletin boards which shall be placed in locations easily accessible to all employees and designated by the Director for that purpose.

Section 3

A Union representative shall have the right to enter the Employer's premises for the purpose of investigating and processing grievances. Union representatives shall notify the Employer of their intention to visit a site on a business day prior to the visit. These visits shall not interfere with the performance by employees of their duties and must occur during nonworking time. A place for discussion shall be provided, if available.

Section 4

The shop steward shall receive a copy of disciplinary (warnings, suspensions and termination) notices.

Section 5

Conferences and Conventions - The parties have agreed that the agencies shall allow, work conditions permitting, elected Union delegates and officers one week off from work every two years on an unpaid basis for the purposes of attending previously scheduled Union conferences and conventions. The Union shall notify The New York City Head Start Sponsoring Board Council and affected agencies, of the identities of the delegates and officers scheduled to attend such conferences, as soon as practicable.

ARTICLE XVI - SENIORITY

Section 1

a. Seniority is the length of an employees' continuous service in any job title within a single group of job titles, as those groups are listed below; *provided*, however, that all such service must be continuous and without a break in service (*e.g.*, uninterrupted by the employee's voluntary resignation or discharge). All service within any job title within a single group listed below shall be added together for purposes of determining an employee's seniority in the event of a layoff or recall of employees, or as consideration of seniority otherwise may be required by the express provisions of this Agreement. For example, if an employee hired on January 1, 1990 has worked four (4) years as a Health Aide, accepts a Family Assistant position, and works an additional two (2) years as a Family Assistant, such employee will be considered to have 6 years of continuous service for purposes of layoff and recall.

Teaching	Office Administration	Family Workers	Kitchen/Custodial/Other
Teacher (Group)	Secretary	Family Worker	Cook
Assistant Teacher	Secretary/Bookkeeper	Family Assistant	Cook's Helper
Teacher's Aide	Bookkeeper	Family Services Coordinator	Custodian
	Record Clerk	Health Aide	Custodial Helper
		Health Services Staff	Nutrition Services Staff
		Social Worker	Bus Driver
			Bus Matron

b. Nothing in this Section 1 or in this Agreement shall be construed to require the Employer to lay off all employees within any single job classification or effect any staffing decision that results in the Employer's noncompliance with applicable law or regulations.

Section 2

In the fixing of vacation schedules and the granting of leaves, preference shall be given on the basis of seniority, subject to the operational needs of the Agency.

Section 3

Top seniority shall be given to one shop steward at each Agency for the purpose of retention only.

Section 4

Seniority shall continue to accumulate during vacations, authorized periods of paid sick leave, and other leaves with pay. Seniority shall not accumulate, but shall be retained,

during periods of leave without pay permitted under this Agreement, up to a maximum of twelve (12) months.

Section 5

Head Start employees covered by this Collective Bargaining Agreement who are hired by another agency shall be given credit for continuous service towards vacation accruals, longevity increases and wages. Service shall be considered continuous if there is a break in service of one year or less. A break in service which is due to a proven or unchallenged discharge for just cause shall not be considered continuous service. Time in an unpaid status is not credited service for the purposes of this provision.

ARTICLE XVII - OVERTIME COMPENSATION

Section 1

The Agency shall have the sole right to determine the need for overtime work and to require employees to work overtime as directed. Overtime compensation shall be received by an employee for overtime authorized by the representatives of the Board authorized to approve such overtime. No overtime shall be compensated without prior authorization.

Section 2

Authorized overtime which results in an employee working in excess of his normal work week, but not more than forty (40) hours, shall be paid at the regular rate of pay.

Section 3

For all hours worked in excess of forty (40) hours, an employee shall be paid at a rate of time and one-half (1 1/2 time) their regular rate.

Section 4

Time during which an employee actually works and sick time used in a week shall not be counted for purposes of overtime calculations in computing the number of hours worked during the week.

Section 5

The Union will supply the Sponsoring Board Council with the names of agencies which have not provided compensation time to employees with banked overtime.

Section 6

Should the Agency determine that there is a need to assign overtime work, the Agency will first seek volunteers to work overtime.

Section 7

No overtime hours or change in work schedules shall be implemented where it interferes with an employee's child care arrangements, other employment, or educational arrangements.

ARTICLE XVIII - EMERGENCY SITUATIONS

If an employee shows up for work as scheduled but is unable to work because of an emergency situation at the Agency, that employee shall be paid for the day. The employee shall be required to assist in the care and/or the placement of the children. A dispute regarding what is an "emergency situation" shall be decided by ACS.

In Multi-Center Agencies, the Employer shall have the right to assign the employee to another Agency.

ARTICLE XIX - LABOR MANAGEMENT RELATIONS

Section 1

a. The Employer and the Union, having recognized that the cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee.

b. The Labor-Management Committee shall consider and recommend changes in the working conditions of employees within the Program, and shall not consider items subject to the Grievance Procedure.

c. The Labor-Management Committee shall consist of eight (8) members who shall serve for the term of this contract. The Union shall designate four (4) members and the Employers shall designate four (4) members. The appointing party shall have the right to remove its designees upon notice to the other party. Each member may designate one (1) alternate. The Union may, through its members on the committee, designate up to a maximum of four (4) consultants to attend a particular meeting. The Employer shall have the same right.

The chairmanship of each committee shall alternate between the members designated by the Employer and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. The Union's designated members shall make their recommendations, if any, to the Union and the Employers' designated members shall make their recommendations, if any, to the New York City Head Start Sponsoring Board Council.

d. The Labor-Management Committee shall meet at the request of either the Union or Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting, the party calling the meeting shall provide the other party with a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

e. Recommendation by the Committee are not binding.

f. Notwithstanding any other provision of this contract to the contrary, none of

the activities of the labor-management committees referred to in this Article XIX shall be subject to the grievance and arbitration provisions of this contract.

g. The Joint Labor-Management Committee shall review job descriptions and draft
guidelines for uniform job descriptions. The committee shall complete its work within six (6) months from the ratification of the Collective Bargaining Agreement by all parties, which may be extended by mutual agreement, and shall present their recommendations to the Union and the Head Start Sponsoring Board Council. The issue of whether the guidelines shall be mandatory shall be subject to the re-opener provisions.

Section 2

Each agency shall establish a Health and Safety Committee composed of equal numbers from the Union and the Employer. The Committee shall meet at least once a year and as necessary to discuss and consider appropriate means of resolving health and safety issues.

Section 3

There shall be a standing committee comprised of an equal number of representatives from the Union and the appropriate employers to discuss collaboration.

ARTICLE XX - UNIFORM ALLOWANCES

Section 1

The Employer agrees to provide a uniform maintenance allowance for Cooks and Helpers subject to CACFP (Child and Adult Care Food Program) funding and regulations.

Section 2

Upon completion of the probationary period, the Employer agrees to provide a total of $200.00 annually to be paid twice a year for work gear for Custodians and Cooks, in accordance with the needs of the Agency, for those employees employed at least twenty (20) hours per week.

ARTICLE XXI - PERSONNEL PRACTICES

Section 1

Evaluations and Personnel Folders

An employee shall be required to accept a copy of any evaluatory statement of the employee's work performance or conduct prepared during the term of this contract if such statement is to be placed in the employee's permanent personnel folder at the work location. Upon receipt of a copy of such evaluatory statement, the employee must sign a form which shall indicate only that the employee was given a copy of the evaluatory statement but that the employee does not necessarily agree with its contents. The employee shall have the right to answer any such evaluatory statement filed and the

answer shall be attached to the file copy. Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary actions against the employee, nor may such evaluatory statements be submitted to an arbitrator designated pursuant to arbitration, Step IV of the Grievance Procedure.

An employee shall be permitted to view his/her personnel folder once a year and when an adverse personnel action is initiated against the employee by the Employer. The viewing shall be in the presence of a designee of the Employer and held at such time and place as the Employer prescribes.

Section 2

Released Time and Educational Leave

(a) Employees may be granted released time, not to exceed five (5) hours per week, to pursue courses related to the job at the discretion of the Director.

(b) An employee with three (3) years or more service in Head Start maybe granted up to one (1) year educational leave, without pay, for job-related courses without loss of seniority.

(c) It is the understanding of the parties that any Head Start Agency covered by this Agreement that did not treat educational leave taken pursuant to Article XXI, Section 2 of this Agreement as paid time off shall begin to do so at or before the time their individual budgets are finalized for the Project Year 45 (i.e., February 1, 2010 through January 31, 2011).

Section 3

Educational Differentials

The Employer agrees to discuss educational differentials at labor-management meetings, and to review the feasibility of uniform payment of said differentials.

Section 4

Job Descriptions

1. Employee Job descriptions – Uniform job descriptions for all Head Start staff shall be discussed or reviewed by a Joint Labor Management Committee.

2. Drivers' License Requirements For Custodians - The parties have agreed that new employees hired as custodians/drivers shall be informed at the time of employment that the possession of a valid drivers' license is a requirement for continued employment. The Agencies reserve the right to inspect such employees' drivers' licenses periodically. Any such employee whose drivers' license is suspended is required to immediately notify the agency and voluntarily cease performing all driving duties.

Section 5

Temporary Employees

A temporary employee hired on a "leave of absence line" to a title covered by this contract, shall become a part of the bargaining unit one (1) day beyond the duly authorized duration of "leave of absence" and thereafter shall be subject to the terms and conditions of this contract.

ARTICLE XXII - CREDIT UNION DEDUCTIONS

An employee may authorize deductions from his/her pay for participation in the District Council 1707 Credit Union, CSAE Federal Credit Union, or another Credit Union accessible through their delegate agency.

ARTICLE XXIII - CAREER DEVELOPMENT PLAN

The Employer agrees to participate in labor-management meetings to review the current Career Development Plan and investigate the feasibility of implementing and improving such plan.

ARTICLE XXIV - PENSION, GROUP LIFE AND GROUP DISABILTY INSURANCE

Section 1

(a) Effective August 1, 1989, all employees covered by this Agreement as of that date shall be eligible to participate in a pension plan provided through Principal Financial Group. (Effective January 1, 2012, Principal Financial Group replaced Mutual of America as the third-party administrator with no change in the benefit formula.) Effective on and after July 1, 1999 pension benefits shall be equal to 1.6% of final average earnings times years of benefit accrual service credited both before and after August 1, 1989. (The distinction between "years of past service" and "years of future service" was eliminated effective as of July 1, 1999.) Final average earnings means the average of the highest sixty consecutive months compensation during the last 120 months of employment. The above formula will be applied to all participants who begin to receive their benefit under the Plan after July 1, 1998.

(b) The parties have agreed that the Head Start Sponsoring Board Council shall, during the term of this Agreement, arrange informational meetings with the pension provider. These meetings shall be open to bargaining unit members, and the Union will be notified in advance of the meeting dates and locations for such meetings.

Section 2

(a) Effective August 1, 1989, all employees covered by the existing life insurance plan shall be covered under a life insurance plan currently administered by Principal Financial Group. Eligible employees with less than ten (10) years of service shall be covered by a death benefit of one and one half (1.5) times their annual base salary; and, eligible employees with ten (10) or more years of service shall be covered by a death benefit of two and one half (2.5) times their annual base salary.

(b) The Delegate Agency shall distribute the Summary Plan Description of the life insurance benefits coverage to employees. The Agency Director or designee shall notify Principal Financial Group or its successor company who will notify the beneficiaries in the event of a Head Start employee's death.

Section 3

Whereas previously payments for pension, group life and group disability were paid by the New York City Administration for Children's Services (NYC/ACS) at the rate of 10.89% of salary of eligible Agency employees on a monthly basis, effective October 1, 2012, each Agency shall be required to make the same monthly payments (i.e., 10.89% of salary of eligible Agency employees) directly to Principal Financial Group.

ARTICLE XXV - PROMOTIONS

Upon promotion to a higher job title, the Employer agrees to modify its budget to pay the qualified employee the minimum hiring rate for the higher title or an increase of $450.00 per year over the employee's then current salary, whichever is greater.

ARTICLE XXVI - ASSIGNMENT TO A HIGHER RATED JOB CATEGORY

Section 1

Except in an emergency situation, a qualified employee, other than an Assistant Teacher, who is assigned to a higher rated job category, shall be paid at the minimum hiring rate for the higher job or $450.00 per annum, whichever is greater, over the employee's then current salary for as long as said employee is so assigned. Such higher rate shall commence as follows:

a. Immediately upon assignment, where no payment for paid leave is due to the incumbent from the budget line for the higher position, or

b. At the cessation of payment for paid leave to the incumbent from the budget line for the higher position or starting twenty (20) working days after assignment, whichever is sooner.

c. Assistant Teachers without a Bachelors Degree assigned to a higher rated job category shall be paid a $3.00 per day differential throughout the duration of such assignment, commencing with the sixth working day of such assignment.

Teachers with a Bachelors Degree shall be paid a $6.00 per day differential. All pending grievances and the pending arbitration regarding the assignment of employees to a higher rated job category are deemed settled by applying these differentials to the affected grievants.

Section 2

When an emergency extends beyond one (1) week, the Employer shall notify and meet with the Union for the purpose of determining the validity and duration of said emergency. Failure on the part of the Union and the Employer to agree on the validity and duration of said emergency shall in no way preclude the Union from pursuing the matter through the Grievance Procedure, which may then be taken directly to the Step III level.

ARTICLE XXVII - PREFERENTIAL HIRING

Qualified members of staff shall be given preference for promotions to a higher rated title.

ARTICLE XXVIII - NON-DISCRIMINATION PROVISION

The Union and the Employer agree that there shall be no discrimination against any employee on any basis prohibited by applicable federal, state or local law, including without limitation on the basis of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff and termination, and all other terms and conditions of employment. Violations of the non discrimination clause shall not be subject to the grievance procedure contained herein.

ARTICLE XXIX - SAVINGS CLAUSE

In the event that any provision of this contract is found to be invalid, or inconsistent with federal, state or city statutes or regulations, such invalidity shall not impair the validity and enforceability of the remaining provisions of this contract.

ARTICLE XXX - NO RETROACTIVE PROVISIONS

Except where otherwise stated herein, the provisions of this Contract shall become effective as of the date of execution of the Contract, and shall not be applied retroactively.

ARTICLE XXXI - TERM OF THE AGREEMENT

The term of this Agreement shall be three (3) years effective from February 1, 2012 to January 31, 2015. On or before February 1 of each year, this Agreement shall be reopened for the purpose of negotiating any and all matters with economic implications, plus any noneconomic matters (no more than 3) which have been unresolved after having been the subject of discussions by the Labor-Management Committee.

During the re-opener periods the parties reserve their rights under the no strike/no lockout article over the issues that are subject to the re-opener.

WHEARFORE, we have hereunto set our hands and seals this ____day of _____, 2013.

DISTRICT COUNCIL 1707 AND LOCAL 95 THEREOF	HEAD START SPONSORING BOARD COUNCIL OF THE CITY OF NEW YORK, INC.

APPENDIX A

EmblemHealth - Head Start

Effective: October 1, 2012

Benefit Highlights	**InBalance EPO** **Single Plan**
In-Network Benefits (Employee Cost Share):	
Office Visit Copay: (PCP/Specialist)	
Office Visit Copay for Dependents : (PCP/Specialist)	$20
Deductible (single/family):	$0
Coinsurance %:	10%
Maximum Out-of-Pocket for Deductible & Coinsurance (Single/Family)	$1,000 / $2,500
Hospital Admission Copay:	Ded & Coins
Skilled Nursing Facility Copay:	Ded & Coins
Ambulatory Surgery Copay:	Ded & Coins
Prescription Drug on Tier 1 :	Single & Multi Source Generic
Prescription Rx Deductible (Tier 2 / Tier 3) - Retail Only	$0
Prescription Rx Copays for Retail (Tier 1 / Tier 2 / Tier 3):	$10/25/50
Prescription Rx Copays for Mail Order (Tier 1 / Tier 2 / Tier 3):	520/50/100
Prescription Rx Annual Maximum Threshold (Retail) - (single/family):	Unlimited
X-ray/ Laboratory copay*: ("Separate charge in addition to the office visit copay)	$0
Emergency Room Copay:	$75
Out-of-Network Benefits (Employee Cost Share):	
Deductible (single/family):	n/a
Coinsurance %:	n/a
Maximum Out-of-Pocket for Deductible & Coinsurance	n/a
Reimbursement Level:	n/a
Dependent/Student Age Limit	Age 26
Vision Care	Exam Only - $20 copay (GVS CLIP)
EmblemHealth internal use only (Additional Riders):	HCR2010, PIA 5323, PLA98, PLA1341A (80 Days) & PLA117 (80 Days)

Premium Details - Rate Effective Date	10/1/2012
Single	$399.30
Family	$1,038.19