COLLECTIVE BARGAINING AGREEMENT

Between

COMMUNITY ACTION ORGANIZATION OF ERIE COUNTY, INC.

and

EARLY CHILDHOOD STAFF UNION, NYSUT

Effective June 1, 2015 through May 31, 2017
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TILS AGREEMENT is entered into and effective on June 1, 2015 between the Community Action Organization of Erie County, Inc. ("CAO" or the "Employer") and the Early Childhood Staff Union, NYSUT (the "Union") as representative for the purpose of collective bargaining of Employees as defined in this Agreement.

WITNESSETH:

WHEREAS, CAO recognizes the Union as the collective bargaining representative for certain Head Start and Early Head Start program Employees covered by this Agreement and employed at its facilities in Erie County, New York (the "Centers"), as hereinafter provided; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

ARTICLE I - RECOGNITION

1.1 CAO recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours, and other conditions of employment for the Employees as defined in this Agreement.

1.2 The term "Employee" as used in this Agreement shall mean any full-time and regularly scheduled part-time Center Head Start and Early Head Start program Employees in the positions of Teacher I, Teacher II, Teacher III, Teacher IV, Substitute Teacher, Center Based Home Visitor, Home Visitor, Family Partner, Nutrition Associate, Nutrition Associate Float, Nutrition Associate Substitute, Maintenance Associate, Maintenance Substitute and Maintenance/Handyman, but EXCLUDING all office clerical Employees, professional Employees, guards and supervisors (including but not limited to Lead Family Partners) as defined in the National Labor Relations Act, and all other CAO Employees.

ARTICLE II - RULES OF INTERPRETATION

Except when this Agreement states otherwise, the following rules apply when interpreting this Agreement:

2.1 A word used in the singular applies also in the plural.

2.2 A word used in one gender applies also in the other gender.

2.3 This Agreement speaks as of the time it is being applied.

2.4 Each provision in this Agreement is severable from every other provision.

2.5 Language in this Agreement is construed as strictly against one Party as against the other. It is immaterial which Party proposed the language.
2.6 Except when this Agreement states otherwise, the following definitions apply when interpreting this Agreement:

2.6.1 "Administrator" means the Administrator for the Head Start and Early Head Start program Employees covered by this Agreement at its facilities in Erie County, New York.

2.6.2 "Employee" means a person who occupies a position in the bargaining unit set forth in paragraph 1.2 of this Agreement.

2.6.3 "Party" means the Employer or the Union.

2.6.4 "Parties" mean the Employer and the Union.

2.6.5 "Agreement" means this Agreement, and all appendices and amendments to this Agreement.

2.6.6 "Regular Full-Time Employee" means an Employee who is not in a temporary status and who is regularly scheduled to work a full-time (30+ hours) weekly schedule and who works twelve (12) months in a fiscal year.

2.6.7 "Regular Part-Time Employee" means an Employee who is not in a temporary status and who is regularly scheduled to work less than a full-time (29- hours) weekly schedule and who works twelve (12) months in a fiscal year.

2.6.8 "Seasonal Full-Time Employee" means an Employee who is not in a temporary status and who is regularly scheduled to work a full-time (30+ hours) weekly schedule and who works fewer than twelve (12) months in a fiscal year.

2.6.9 "Temporary Employees" means an Employee who is hired, on an interim basis, to temporarily supplement/replace the workforce or to assist in the completion of a specific project or program. Employment assignments in this category are generally of a limited duration.

2.7 No provision of this Agreement may be deleted, waived, or changed, and no provision may be added to this Agreement, by implication or by any other means, except by a written, dated amendment to this Agreement that is signed by each Party subsequent to the execution of this Agreement.

ARTICLE III - LEGAL EFFECT

3.1 If this Agreement requires a Party to do anything that is prohibited by law, regulation or other provision having force of law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid. Any provision of this Agreement that is unlawful will be null and void. No provision in this Agreement shall be interpreted in a way that makes it in conflict with any law. If a court of last resort declares any provision of this Agreement to be unlawful, the Parties shall meet promptly to negotiate necessary modifications of this Agreement to the extent that the Parties may lawfully do so.
3.2 If this Agreement requires a Party to do anything that is prohibited by the Office of Head Start, the New York State Office of Children and Family Services, the U.S. Department of Health and Human Services, and/or the Administration of Children and Families, the obligation is invalid, but all other obligations imposed by this Agreement remain valid. Any such provisions will be null and void.

3.3 During the term of the Agreement, either Party may propose that the Agreement be amended, but the other Party is not obliged to agree to any proposed amendment on any subject whether referred to in their Agreement or not. The Employer will provide the Union copies of work rules, Employee policies and job descriptions and will notify the Union in writing in advance of any proposed changes in work rules, Employee policies and job descriptions.

3.4 This Agreement does not require the Employer to provide or to guarantee work for any period of time to any person.

ARTICLE IV - MANAGEMENT RIGHTS

4.1 Except as expressly modified, restricted or annulled by a specific provision of this Agreement, the Employer retains all statutory and inherent management rights and prerogatives, and the sole exclusive rights to manage and administer the business operations of the Head Start/Early Head Start Centers and programming of the Employer.

4.2 These rights shall include but shall not be limited to: reprimand, suspend, discharge, or otherwise discipline Employees; to determine the number of Employees to be employed; to determine the number of Employees to be employed in each job classification; to hire Employees, determine their qualifications, assign, direct and supervise their work, and specify their reporting locations, co-workers, work assignments, and supervisors; to promote, demote, transfer, lay off, recall to work, and retire Employees; to maintain the efficiency of operations; to hire and direct supervisors and managers at its sole discretion; to determine the personnel, methods, means, facilities, curriculum, and equipment by which operations of the Centers are conducted and facilitated; to specify the quality and quantity of personnel, equipment and facilities to be used; to set the starting and quitting time and the number of hours and shifts to be worked; to schedule work time and time off for each Employee; to prescribe the method and means of recording the time worked by each Employee; to close down part or all of the Employer’s operations; to relocate some or all of the Employer’s facilities, equipment and resources; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, program, classroom, or service; to transfer work out of the bargaining unit; to control and regulate the use of facilities, vehicles, equipment, classrooms and common areas in the Centers, and any other property owned, leased, or maintained by the Employer; to introduce new or improved research, education, service, operational, and maintenance methods, materials, facilities, and equipment; to determine the number, location and operation of the departments, divisions, classrooms, programs, curriculum, and all other units of the Employer; to issue, amend, abolish, and revise policies, work rules, regulations and practices; to issue, amend, abolish, and revise job classifications, job descriptions, and standards for Employee performance, conduct, inspection, evaluation, supervision, training, orders, practices, directives
and other operational procedures, policies, and guides; to take whatever action is either necessary or required to determine, manage and fulfill the mission of the Employer.

4.3 The Employer's failure to exercise any right, prerogative, or function hereby reserved to, or the Employer's exercise of any such right, prerogative, or function in any particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function, or preclude it from exercising the same, in some other way not in direct conflict with the express provisions of this Agreement.

4.4 The Employer has the right to subcontract bargaining unit work in the following circumstances: (1) Maintenance Associates, Maintenance Substitutes, Maintenance/Handyman (for such activities as snow removal, summer deep cleaning, short term coverage and/or facilities work, including, but not limited to Building Repairs and Painting); (2) Nutrition Associate, Nutrition Associate Float, Nutrition Associate Substitute (primarily including food preparation and/or food catering). The Employer shall have no obligation to negotiate any decision to subcontract or the effects of such subcontracting with the Union. The Employer will, however, discuss this decision with the Union before implementing it if the Union so requests within one (1) week after receiving the notice of the subcontracting decision.

ARTICLE V - UNION-EMPLOYER RELATIONS

5.1 During the term of this Agreement, the Employer must not recognize, negotiate with, or enter into verbal or written contracts with any labor organization (other than the Union), or with any Employee, person or group of persons concerning wages, hours or other terms or conditions of employment of any Employees in the bargaining unit.

5.2 The Union agrees to use all available methods of securing the fullest cooperation on the part of its members in adherence to and faithful performance of the provisions of this Agreement.

5.3 Union Representatives. The Union will designate union representatives, and will notify the Head Start/Early Head Start Administrator of such designations in writing as soon as possible after they are made. Union representatives shall be permitted a reasonable time during working hours to process grievances, which cannot be handled during non-working hours. Union representatives at Centers with less than eleven bargaining unit members will have a total of 1½ hours of paid time every week to process grievances. Union representatives at Centers with eleven or more bargaining unit members will have a total of 3 hours of paid time every week to process grievances. In the event that the union representative is required to be away from his or her Center to process grievances, the union representative must report to the Center Director before proceeding to handle a particular grievance and must report back to the Center Director before returning to work. The Center Director shall refuse permission to leave the assigned work area if the union representative’s absence would interfere with the Employer’s operations, but such permission will not be unreasonably denied.

5.4 Visitation. Upon at least twenty-four (24) hours advance notice to the Head Start/Early Head Start Administrator or to the Vice President of Human Resources, in the Administrator’s absence, or a shorter period of notice if accepted by the Employer’s Head
Start/Early Head Start Administrator or to the Vice President of Human Resources, in the Administrator's absence, the Employer shall afford the NYSUT Representative a reasonable opportunity to enter the Employer's premises during the Employees' working hours for the purposes of investigating potential or actual grievances, processing a grievance through the grievance procedure, or conducting other Union business pertinent to the administration of this Agreement. When giving this notice, the NYSUT Representative will identify the Employees with whom the NYSUT Representative plans to meet. The conduct of Union Business by any NYSUT Representative, Employees or others during working hours must not interfere with the efficient operation of the Employer's program. No Employee shall be paid by the Employer for time spent meeting with the NYSUT Representative or conducting Union business regardless of where or when such meeting occurs or business is conducted, except as specified in 5.3 regarding union representatives. The Employees will indicate to the Center Director any time spent on such Union business or meetings, for payroll purposes and/or if the union representative seeks to be paid for time spent adjusting grievances pursuant to 5.3.

5.5 Bulletin Board. The Employer or its designee will make available to the Union one bulletin board in each Center for the purpose of posting Union notices. All notices will be provided to the Head Start/Early Head Start Administrator or designee prior to being posted for approval. Approval will be granted or denied within 24 hours. Approval will not be unreasonably withheld. Any notice must be worked appropriately for the workplace and may not be violative of any CAO employment policies, including but not limited to any anti-discrimination/anti-harassment policies.

5.6 Each Employee will be provided with a copy of this Agreement and the Union and the Employer will each pay one-half of the cost of reproducing this Agreement. The Employer will also make a copy of the Agreement electronically available on the CAO website.

5.7 There shall be only one copy of an Employee's personnel file, and that copy shall be kept confidential to the extent possible at CAO headquarters at 70 Harvard Place (or at the headquarters if relocated). No person other than the Employee, their chosen Association representative, and Head Start/Early Head Start/CAO management shall have access to the Employee's personnel file, unless management is compelled by legal process to provide the personnel file and/or unless necessary for the processing of a grievance/arbitration matter pursuant to Article VI of this Agreement. Employees have the right to inspect their personnel file. Employees must make a written request to review their personnel file to management not less than 24 hours in advance. Any inspection will take place in the presence of a designated representative of Human Resources. The Employee has the right to inspect the entire contents of his or her personnel file. The file may be inspected at reasonable times during regular business hours provided that the Employee's direct supervisor authorizes the individual to be away from their work location. Requests to review personnel files will not be unreasonably denied and time spent reviewing personnel files will be unpaid. When Employees provide the Employer with documentation requested by the Employer, the Employer will provide the Employee with a receipt and copy of the documentation.

5.8 The Employer shall within thirty (30) days of ratification of the Agreement, furnish the Association President with a complete list of names, home addresses,
phone numbers, current work location, and current position/title of all Employees. The Employer will provide an updated list thereafter on a quarterly basis.

5.9 The Parties agree to form a Labor Management Committee comprised of a maximum of four representatives for each Party. All representatives must be Employees of the Employer. The representatives of either Party on the Committee may request the Committee to meet and a mutually convenient time for the meeting will be arranged. If requested, the CEO will endeavor to make arrangements to be present at the meetings. The representatives requesting the meeting will circulate an agenda via email to all Committee members at least five workdays before the meeting. The Committee may not make changes to this Agreement.

ARTICLE VI - PROBATIONARY PERIOD

6.1 The probationary period for all Employees covered by this Agreement shall be 180 calendar days, not including summer break days ("Probationary Employee"). The probationary period may be extended by the Employer at the Employer's discretion, in writing, for such time period as the Employer deems appropriate, but not to exceed 30 additional days. Any affected employee will be provided a written explanation for the extension of the probationary period, and will be provided a written explanation of what the Employer must see in any Employee's performance to achieve employment status pursuant to Sections 2.6.6 through 2.6.9 of the Agreement, and an explanation of the training and coaching support the Employer will provide to the extended Probationary Employee.

6.2 A probationary Employee may be terminated at any time during the Employee's probationary period for any reason in the sole and exclusive discretion of the Employer. In the event an Employee is terminated during his/her probationary period, neither the Employee nor the Union shall have the right to challenge the termination or the provisions of this Article under the Grievance Arbitration Procedure or any other provision of this Agreement.

6.3 A Probationary Employee's performance shall be formally evaluated in writing by the Employer at no less than 90 days from his or her initial date of employment, and may be formally evaluated in writing earlier at the sole discretion of the Employer. A Probationary Employee must receive written formal evaluation prior to his or her 180th day of employment on the basis of which the Employer will determine whether the Probationary Employee will be classified and employed pursuant to the appropriate provisions of Section 2.6.6 through 2.6.9 of the Agreement, probation will be extended, or the Probationary Employee will be terminated from employment.

6.4 In the event that the Employer decides to terminate the employment of an Employee during the probationary period, the Employee shall be informed in writing of the reason for such termination no later than five (5) business days after the termination.
ARTICLE VII - DUES CHECKOFF/PAYROLL DEDICATION

7.1 Dues Checkoff/Payroll Deduction

7.1.1 The Employer agrees to deduct from the salaries of its employees dues for the Union, where such deductions are authorized by the employee. Dues Deduction cards will be provided by the Union to each new bargaining unit member and will be responsible for providing completed Dues Deduction cards to the Agency.

7.1.2 The Union shall certify to the President/CEO, in writing, the current rate of membership dues of the Union. The Union will be solely responsible for notifying bargaining unit members of the rate of membership dues of the Union.

7.1.3 Dues Deduction cards shall be provided to CAO's payroll department. Dues referred to herein shall be deducted in equal dollar amount installments, beginning with the first available pay period following submission of authorization.

7.1.4 The Agency shall, following the final pay period in each month in which dues deductions have been made, transmit the amount so deducted to the Union.

7.2 Union Shop Clause

7.2.1 The Employer and the Union agree that, as a condition of continued employment, subject to the limitations of Section 19 of the National Labor Relations Act, as amended, that all employees covered by this Agreement must, after the grace period described herein, satisfy an obligation to the Union as the unit's exclusive bargaining representative. Employees must choose one of the three ways of satisfying this obligation as described below. Every employee has the right to make this choice among these three, free of interference, coercion or restraint.

(a) Full union membership: The employee chooses to join the Union as a full member, is subject to all rights and duties accorded members, and, as a condition of employment, must pay the full initiation fee if one is established and uniform periodic dues charged by the Union.

(b) Financial core employee: The employee does not become a member of the Union; thus, he/she is not entitled to the full range of rights and duties of membership. This employee does not object to the Union's spending part of the dues and fees collected under this Agreement for activities not germane to its role as the unit's exclusive bargaining representative. This employee must pay, as a condition of employment, the full initiation fee if one is established and the uniform periodic dues charged by the Union. The Union must provide this employee with information to enable him/her to decide whether to object to the use of his/her dues for non-representational expenditures.
Proportionate share payer: The employee does not become a full member of the Union, and thus, is not entitled to the full range of rights and duties of union membership; further, the employee informs the Union that he/she objects to the Union's spending part of the dues and fees collected under this Agreement for activities not germane to its role as the exclusive bargaining representative; this employee must, as a condition of continued employment, pay the percentage of fees and uniform, periodic dues used for activities germane to the Union's status as the unit's exclusive bargaining representative. The Union must provide this employee with information about its expenditures.

7.2.2 Each employee covered by this Agreement who is not a full member of the Union on the effective date of this Agreement (or hire date, if applicable), or has not selected one of the three choices previously, has the right to a "grace period" of twenty-nine days in which to choose his/her status. Thus:

(a) For all employees who are in the unit and are not full Union members, financial core employees or proportionate share payers on the effective date of this Agreement, their chosen status, and their obligation to pay dues and fees, shall begin on the thirtieth day after the effective date of this Agreement.

(b) For all new employees who are hired into the unit during this Agreement's life and are not full Union members on the date of hire, their chosen status, and their obligation to pay dues and fees, shall also begin on the thirtieth day after their date of hire.

7.2.3 Employees in the unit who are full Union members, financial core employees or proportionate share payers on this Agreement's effective date or, if hired during this agreement's life, on their date of hire, do not receive the grace period. For these employees, their obligation to the Union is continuous and is not affected by this Agreement, although they are free to change their status.

7.2.4 Employees may elect to change their chosen status upon appropriate written notice to the Union and the provision of an updated Dues Deduction card to CAO's payroll department.

7.2.5 Any employee who, by reason of religious conviction, is eligible for and seeks exemption under Section 19 of the Act shall, in lieu of periodic dues and fees, pay equal sums to charities selected by the union, by payroll deduction, consistent with this Agreement, and the Agency shall certify such deductions and payments at the time of submission.
of dues to the Union. Nothing contained herein shall be construed as a waiver of any other obligation or rights under Section 19 of the Act.

ARTICLE VIII - WORK INTERRUPTION

8.1 Prohibitions

8.1.1 The Union, its officers or agents, or the Employees, must not call, sponsor, condone, importune, advocate, engage in, continue or assist in any strike, sympathy strike, slowdown, work stoppage, work disruption, picketing, concerted refusal to work overtime, or interference with the Employer's operation during the term of this Agreement.

8.2 Consequences

8.2.1 If an Employee, either singularly or in concert with other Employees or persons, does or threatens to do any act mentioned in paragraph 8.1.1, the Union must (i) give the Employer written notice that the Union disavows such act or threat; and (ii) instruct the Employees concerned verbally and in writing to cease doing such act or threatening to do it and give a copy of such written instructions to the Employer.

8.2.2 If an Employee, either singularly or in concert with other Employees or persons, does or threatens to do any act mentioned in paragraphs 8.1.1 he may be disciplined or discharged. Such disciplinary action or discharge may not be the subject of a grievance or arbitration concerning only whether the Employee committed a violation of 8.1.1 but if found guilty of the violation the arbitrator may not change the discipline or discharge imposed.

8.2.3 To remedy a violation of paragraphs 8.1.1 other than by disciplining or discharging Employees, the Employer may institute an arbitration proceeding or a civil action for injunctive relief, damages, or any other relief, and resort to the one shall not be prerequisite for, nor shall it preclude, resort to the other.

8.3 Lock Out

8.3.1 The Employer must not lock out any Employee during the term of this Agreement.

ARTICLE IX - GRIEVANCE ARBITRATION PROCEDURES

9.1 The Grievance

9.1.1 A grievance is a claim that a Party has violated the express written terms of this Agreement ("Grievance"). A written Grievance by an Employee or the Union must be submitted on the form attached hereto as Appendix "A".

9.1.2 A grievant is either Party to the Agreement or a Non-Probationary Employee who has a Grievance as defined in 9.1.1.
If the grievant is an Employee and his Grievance does not involve a discharge or a disciplinary suspension he must submit his Grievance at Step 1. If the grievant is an Employee and his Grievance involves his discharge or disciplinary suspension he must submit the Grievance at Step 2. In the event that an Employee brings a grievance, the Union shall have the right to participate in the grievance process and shall be copied on all writings exchanged between the Employee and the Employer. The resolution to an Employee grievance may not modify, amend, or otherwise change this collective bargaining agreement without the Union’s consent to the change.

If the grievant is the Union and its Grievance involves all (or substantially all) of the Employees, it may submit the Grievance at Step 2.

9.2 Grievance Procedure

9.2.1 For purposes of the Grievance Procedure, a “day” is defined as a business day, and excludes Saturdays, Sundays, and any legal holiday when the Centers are closed, but does not exclude days when the Head Start and Early Head Start Employees are required to report to work, even if children are not present for programming.

9.2.2 Step 1 Grievance to the Center Director. A Grievance, other than a Grievance which may be submitted at Step 2 pursuant to 9.1.2, must be submitted in writing on the form attached hereto as Appendix “A” by the grievant to the Center Director not later than the fifth working day after the day of the occurrence out of which the Grievance arises. After submission of the Grievance, the grievant and the Center Director will meet within five working days after submission of the Grievance to discuss the Grievance. The Center Director will have five working days after the meeting with the grievant to answer the Grievance in writing. If the grievant is not satisfied with the Step 1 answer, he has five working days after receiving the response at Step 1 to submit the Grievance to the Administrator. If the grievant is not satisfied with the Step 1 answer, the grievant must explain in writing within this specified timeframe the desire to proceed to Step 2. If a grievant fails to pursue the Grievance to Step 2 in a timely manner, the Grievance is deemed satisfied.

9.2.3 Step 2 appeal to the Administrator. A Grievance submitted by the Union at Step 2 must be submitted in writing on the Form attached hereto as Appendix “A” by the Union to the Administrator not later than the fifth working day after the day of the occurrence out of which the Grievance arises. A Grievance that is timely and properly appealed from Step 1 or that is timely filed at Step 2 will be scheduled for a Step 2 meeting by mutual agreement of the Administrator and the grievant not later than the tenth day after the appeal is submitted at Step 2 or at any mutually agreeable date. The Administrator must answer the Grievance in writing by the tenth day after the Step 2 meeting. If the Employee/Union is not satisfied with the Step 2 answer, he has five working days after receiving the response at Step 2 to submit the Grievance to the Vice President of Human Services. If the Employee/Union is not satisfied with Step 2 answer the grievant must explain in writing within this specified timeframe the desire to proceed to Step 3. If the Employee/Union fails to pursue the Grievance to Step 3 in a timely manner, the Grievance is deemed satisfied.
9.2.4 **Step 3 appeal to the Vice President of Human Services.** A Grievance that is timely and properly appealed from Step 2 by the Employee/Union will be scheduled for a Step 3 meeting by mutual agreement of the Vice President of Human Services and the grievant not later than the tenth day after the appeal is submitted at Step 3 or at any mutually agreeable date. The Vice President of Human Services must answer the Grievance in writing by the tenth working day after the Step 3 meeting. Only the Union may appeal from the denial of a grievance at Step 3. If the Union is not satisfied with the Step 3 answer, it has fifteen days after receiving the response at Step 3 to commence an arbitration proceeding. If the Union fails to pursue the Grievance to arbitration in a timely manner, the Grievance is deemed satisfied.

9.2.5 **Grievance Procedure for the Employer.** An Employer Grievance must be submitted in writing on the Form attached hereto as Appendix “A” by the Employer to the Union not later than the fifth working day after the day of the occurrence out of which the Grievance arises. After submission of the Grievances, the Employer and the Union will meet within five working days after submission of the Grievance or at any mutually agreeable date to discuss the Grievance. The Union will have ten working days after the meeting with the grievant to answer the Grievance in writing. If the Employer is not satisfied with the Union’s answer to the Grievance, the Employer has fifteen days after receiving the response to commence an arbitration proceeding.

9.3 **Arbitration**

9.3.1 To commence an arbitration proceeding, the Union or the Employer must send a letter to the Federal Mediation Conciliation Service (“FMCS”) within fifteen days after receipt of the Vice President of Human Services’ answer pursuant to 9.2.4 or the Union’s answer pursuant to 9.2.5, with a copy to the other Party, which requests arbitration of one specifically identified Grievance, and requests the FMCS to submit to each Party a list of 13 names of arbitrators.

9.3.2 The Union and the Employer will alternatively strike unacceptable names from the FMCS list until one arbitrator remains and that shall be the arbitrator.

9.3.3 No more than one Grievance may be submitted to an arbitrator in the course of a single arbitration proceeding unless the Parties expressly agree in writing to the submission of more than one Grievance.

9.3.4 The time of the arbitration hearing shall be agreed upon by the Parties and the arbitrator. The Parties will each pay one-half of the arbitrator’s fees and expenses.

9.3.5 An arbitrator is only delegated the authority to interpret the terms of this Agreement and shall have no power or authority to render and award which is contrary to any express terms of this Agreement. With this limitation, the decision of the arbitrator is binding on both parties to the dispute, and his/her decision shall be final. Nothing in this provision is meant to limit or waive either party’s rights pursuant to New York’s Civil Practice Law and Rules to appeal the arbitrator’s decision.
9.3.6 Any time limitation set forth herein may be modified and extended by the mutual written consent of the Parties. However, without such written modification or extension, if a time limitation is exceeded, it is presumed that the Grievance settled and waived and it cannot be refilled.

ARTICLE X - EVALUATIONS

All non-probationary Employees will be evaluated annually by their Center Director or Content Supervisor. The results of the evaluation will be memorialized in writing and discussed with the Employee, and the Employee will have an opportunity to provide written comments to the evaluation within two (2) weeks of the delivery of the evaluation by the Center Director, Content Supervisor, or his or her designee. Any written comments from the Employee must be provided to the individual that delivered the evaluation (Center Director, Content Supervisor, or his or her designee) and to Human Resources. The evaluation will indicate in writing what CAO representative, the Center Director, Content Supervisor, or his or her designee, provided information and feedback for each substantive section of the evaluation (including specifically regarding direct observation). A copy of the evaluation will be provided to the Employee. A copy of the evaluation and any written comment will be retained in the Employee’s personnel file.

ARTICLE XI - ASSOCIATION RIGHTS

11.1 Just Cause

After completion of the probationary period, Association members may be terminated or disciplined only for just cause (“Just Cause”).

11.2 Discipline

Association members may be disciplined only for Just Cause. In those rare instances when it is necessary to discipline an employee, the Supervisor will utilize the following progressive corrective disciplinary procedure. However, misconduct of a severe nature or extremely poor work performance may result in immediate termination.

A. Oral Reminder:

The Supervisor meets with the employee to discuss a work-related problem and suggest alternative behaviors to resolve the problem or methods to improve job performance.

At the conclusion of the meeting, the Supervisor drafts a memo of the discussion and any accompanying action plan, which is given to the employee and sent to the Personnel file. The Supervisor will also inform the employee that the meeting is an oral reminder from which other disciplinary action may result if the unacceptable behavior or poor performance continues.
B. Written Reminder:

If the employee’s unacceptable behavior or poor performance continues or becomes more serious, the Supervisor will meet with the employee to discuss the pertinent issues.

The Supervisor will advise the employee of the increasing severity of the problem and inform the employee that improvement is necessary immediately. The Supervisor will also inform the employee that continuation of the unacceptable behavior or poor performance will jeopardize his/her employment.

The Supervisor then outlines the discussion in a written memo or on a Disciplinary Action form, which is then signed by both the Supervisor and the employee. The Supervisor then provides a copy to the employee, forwards the original to the Personnel file, and retains a copy for the supervisory log.

C. Disciplinary Probation:

If the employee does not fully correct the unacceptable behavior or poor performance immediately, but demonstrates progress and/or improvement, the Supervisor may place the employee on Disciplinary Probation. This means that the employee’s behavior and performance will be closely monitored on a daily basis, and weekly written supervisory meetings between the Supervisor and the employee will occur for up to thirty (30) working days. Disciplinary Probation is renewable up to a maximum cumulative total of ninety (90) days with the approval of the Department Head.

The use of the Disciplinary Probation indicates that the Supervisor believes the employee is capable of satisfactory job performance and poses no safety or other risk to CAO or his/her coworkers. The employee continues to work while demonstrating steady progress toward the performance and/or behavior goals.

D. Suspension With Pay:

In rare circumstances, where a situation calls for the separation of employees or the removal of one or more employees from the workplace, suspension with pay may be used. This action is taken to allow proper time for an internal investigation of the situation and development of the appropriate remedy. A suspension with pay may be converted to a suspension without pay if warranted by the course of the investigation.

This action will only be taken by a Supervisor under the direction of a Department Head, or by a Department Head under direction of the Human Resources Director or the Executive Director.

E. Suspension Without Pay:

When an employee has failed to correct misconduct or performance problems following an oral reminder and written reminder, or when an employee’s inappropriate
conduct is so serious that the Employer cannot risk its continuing the employee is suspended without pay.

During the suspension period, the employee has a period of time away from work to decide whether s/he can maintain the employment standards of CAO.

The suspension period without pay lasts from one to ten (10) working days and requires written notification, prepared by Personnel and presented to the employee by the Supervisor or Department Head no later than the start of the first full work day of the suspension without pay.

The Executive Director will make the final decision regarding the length of the term of the suspension after an investigation of the facts. The suspension without pay may be extended, in writing, by the Executive Director for as long as necessary to review the situation and reach an employment decision.

F. Discharge:

CAO will discharge an employee who fails to improve his/her behavior or job performance after progressive corrective discipline.

CAO also reserves the right to discharge any employee whose misconduct is so severe that it represents a real or perceived threat to the well-being of CAO, its employees, and/or its clients/customers.

The Head Start/Early Head Start Performance Standards requires the Policy Council to approve or disapprove decisions of the agency to terminate Head Start/Early Head Start staff. The CAO Board of Directors and the Head Start/Early Head Start Management Team working in cooperation with the Policy Council, has jointly developed and implemented.

11.3 All Association members will be entitled to a union representative of their choice at any meeting or hearing which may result in discipline being imposed on the Association member.

11.4 When an Association member is terminated, s/he will be provided with a reasonable amount of time to remove his or her personal possessions before leaving the premises.

11.5 Anytime an employee is disciplined, s/he may add a written statement to his or her personnel file concerning the discipline.

ARTICLE XII - JOB DESCRIPTIONS

12.1 In addition to at hire, at the beginning of each school year, CAO will publish electronically the bargaining unit job descriptions. The Employer may alter, expand, or otherwise change these job descriptions as required for the efficient operation of the Head Start and Early Head Start programs. When changes occur, Administration will notify the affected Union members 10 days prior to the effective date of the change unless such prior notification is
not feasible. In any event, when changes occur, revised job descriptions will be provided to the affected Union members.

ARTICLE XIII - JOB VACANCIES

13.1 When a job opening occurs for a position with the Employer, a detailed statement of the job description (minimum qualifications and summary of the position) will be posted at every Center. Notice of the job openings must be posted at least five (5) working days before the deadline by which Union members must submit an internal application for the position. This internal posting shall occur prior to the date on which the posting is made available to the public unless the CAO CEO deems it necessary for the position to be made available to the public immediately.

13.2 Because CAO believes in promoting employees from within, the CAO job posting procedure allows all employees an opportunity to apply for positions that interest them and for which they are qualified. All qualified non-probationary internal candidates who apply will be interviewed. If an internal candidate is interviewed but is not given the position, s/he will be provided with the reason(s) why.

ARTICLE XIV - LAYOFF AND RECALL

14.1 Employees will be provided with written notice of layoff and the Employer’s intent to recall the Employee to work (including date of recall and location) before the end of each program year, except in exceptional circumstances as determined at the sole discretion of the Program Administrator and/or the Executive Director for CAO.

14.2 If an Employee is laid off from employment with the Employer, CAO will provide complete and truthful information to the Unemployment Insurance Division. The Employer will not appeal a determination by the Unemployment Insurance Division granting unemployment benefits to an Employee and will not appear at a hearing to contest an Employee’s entitlement to Unemployment Insurance. The determination whether an Employee is entitled to unemployment benefits is made by the State, not by the Employer.

ARTICLE XV - ASSIGNMENT/TRANSFERS

15.1 The probationary period for all Employees covered by this Agreement who apply for and are granted a promotion or transfer to a new position title shall be 90 calendar days, not including summer break days ("Transferred Probationary Employee"). An Employee that is transferred from Teacher I to Teacher II status, or from Teacher III to Teacher IV status, will not be considered a Transferred Probationary Employee and will not serve any additional probationary period.

15.2 A Transferred Probationary Employee may be terminated at any time during the Employee’s probationary period for any reason in the sole and exclusive discretion of the Employer. In the event an Employee is terminated during his/her probationary period, neither the Employee nor the Union shall have the right to challenge the termination or the
provisions of this Article under the Grievance Arbitration Procedure or any other provision of this Agreement.

15.3 A Transferred Probationary Employee’s performance shall be formally evaluated in writing by the Employer at no less than 45 days from his or her initial date of employment in the transferred position, and may be formally evaluated in writing earlier at the sole discretion of the Employer. A Transferred Probationary Employee must receive written formal evaluation prior to his or her 45th day of employment in the transferred position on the basis of which the Employer will determine whether the Transferred Probationary Employee will be classified and employed pursuant to the appropriate provisions of Section 2.6.6 through 2.6.9 of the Agreement or the Transferred Probationary Employee will be terminated from employment.

15.4 In the event that the Employer decides to terminate the employment of an Employee during the probationary period, the Employee shall be informed in writing of the reason for such termination no later than five (5) business days after the termination.

15.5 Employees involuntarily transferred from one location to another will be provided with two (2) weeks notice, except in exceptional circumstances as determined at the sole discretion of the CEO.

15.6 If an Employee’s recall location is changed from the notification at layoff, the Employee will be provided with one (1) weeks notice, except in exceptional circumstances as determined at the sole discretion of the CEO.

ARTICLE XVI - SCHEDULING

16.1 Meal Period. The Employer will provide Employees with a thirty (30) minute unpaid duty free meal period pursuant to Section 162 of the New York State Labor Law. The meal period will be granted between 11:00 am and 2:00 pm.

16.2 Time Clock. CAO will implement a time clock system or electronic sign in procedure during the term of this Agreement.

16.3 Planning Time. The Employer will provide one (1) hour of planning time per week per classroom. Planning time will be non-supervisory time, unless necessary to meet classroom ratios. The teachers (Teacher I, Teacher II, Teacher III, and/or Teacher IV) will rotate as to who uses the planning time. The planning time will be given from 8:00 am to 8:30 am and/or from 4:00 pm to 4:30 pm. CAO will ensure that each classroom is offered the planning time, however, the Employees will be solely responsible for ensuring that the time is appropriately rotated between the teachers in the classroom. Neither the Employee nor the Union shall have the right to challenge the rotation/usage of the planning time under the Grievance Arbitration Procedure or any other provision of this Agreement.
16.4 Emergency Closings.

16.4.1 If severe weather or natural disaster (such as flood, blizzard, etc.), strikes Erie County, employees should use their best judgment or obey the directives of the City and County Emergency Officials in deciding whether to report to work. If employees are already at work when severe weather or emergency strikes, they should take shelter in the safest area of the workplace or seek appropriate shelter. If employees become aware that a severe weather emergency or natural disaster is approaching, they should seek safety, go to the safest area of the workplace, or go home, if that is safely possible, immediately.

16.4.2 Agency closings are announced by the Executive Director through WBEN Radio located a 930 AM, WIVB-TV, channel 4, and other news media where available. If an emergency travel ban is announced by any municipal authority, employees who live, work, or are required to travel through that area are not expected to report to work during the travel ban, unless they are authorized to perform emergency services for a specified purpose. The Executive Director and informed Supervisors will give instructions regarding other emergency closings in specific programs or locations as needed. Employees who are unable to report to work because of an emergency travel ban announced by a municipal authority where the employee lives, works or is required to travel through to report to work, or who work at a Center that is closed because of emergency, will be paid for the day(s) that the travel ban is in place and/or that the Center is closed.

ARTICLE XVII - PAID TIME OFF

17.1 All Regular and Seasonal Employees will be entitled to paid time off ("PTO"). PTO must be pre-approved by the Center Director or supervisor in writing at least two (2) weeks in advance on CAO’s approved form and can be used in no less than full hour increments. Timely requests for the use of PTO time may be denied for business and programmatic reasons, but requests will not be arbitrarily denied. PTO may be taken on less than two (2) weeks advance notice if approved by the Program Administrator or his or her designee under exceptional circumstances. PTO time is earned each payroll period and must be used within CAO’s fiscal year. Unused PTO time does not carry over from one year to the next and is forfeited if not used by the end of the fiscal year. PTO time is not paid out when an Employee separates from employment for Just Cause, without giving two (2) weeks advanced notice of their voluntary separation from employment, or if the Employee provides two (2) weeks advanced notice but takes any PTO or sick time during the notice period (unless PTO is pre-approved by the President/CEO and Administrator; unless sick time is accompanied by medical documentation).

17.2 Probationary Employees will earn PTO at half the rate of Regular Full-Time Employees or Seasonal Full-Time Employees during the first and second year of employment pursuant to the schedule below. Probationary Employees will not be permitted to use PTO time unless they are at risk of losing the time if it is not used. Upon completion of their Probationary status, the Regular or Seasonal Employee will be granted the remaining PTO pursuant to the schedule.
17.3 In the first year of employment, Regular Full-Time Employees earn PTO accordingly to the following table:

<table>
<thead>
<tr>
<th>Hours of work per week</th>
<th>Hours of PTO per year</th>
<th>Hours of PTO bi-weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-34</td>
<td>60</td>
<td>2.31</td>
</tr>
<tr>
<td>35-39</td>
<td>70</td>
<td>2.69</td>
</tr>
<tr>
<td>40+</td>
<td>80</td>
<td>3.08</td>
</tr>
</tbody>
</table>

17.4 In the second year of employment, Regular Full-Time Employees earn PTO accordingly to the following table:

<table>
<thead>
<tr>
<th>Hours of work per week</th>
<th>Hours of PTO per year</th>
<th>Hours of PTO bi-weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-34</td>
<td>84</td>
<td>3.23</td>
</tr>
<tr>
<td>35-39</td>
<td>98</td>
<td>3.77</td>
</tr>
<tr>
<td>40+</td>
<td>112</td>
<td>4.3</td>
</tr>
</tbody>
</table>

17.5 In the third and fourth years of employment, Regular Full-Time Employees earn PTO accordingly to the following table:

<table>
<thead>
<tr>
<th>Hours of work per week</th>
<th>Hours of PTO per year</th>
<th>Hours of PTO bi-weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-34</td>
<td>114</td>
<td>4.38</td>
</tr>
<tr>
<td>35-39</td>
<td>133</td>
<td>5.11</td>
</tr>
<tr>
<td>40+</td>
<td>152</td>
<td>5.85</td>
</tr>
</tbody>
</table>

17.6 Upon reaching the first month of the fifth year of employment, Regular Full-Time Employees earn PTO accordingly to the following table:

<table>
<thead>
<tr>
<th>Hours of work per week</th>
<th>Hours of PTO per year</th>
<th>Hours of PTO bi-weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-34</td>
<td>144</td>
<td>5.53</td>
</tr>
<tr>
<td>35-39</td>
<td>168</td>
<td>6.46</td>
</tr>
<tr>
<td>40+</td>
<td>192</td>
<td>7.38</td>
</tr>
</tbody>
</table>

17.7 Regular Part-Time Employees will earn pro-rated PTO time pursuant to their duration of employment under the Regular-Full-Time Employee earning charts above and their hours worked.

17.8 Seasonal Full-Time Employees earn PTO accordingly to the following table:

<table>
<thead>
<tr>
<th>Hours of work per week</th>
<th>Hours of PTO bi-weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-34</td>
<td>0.92</td>
</tr>
<tr>
<td>35-39</td>
<td>1.08</td>
</tr>
<tr>
<td>40+</td>
<td>1.23</td>
</tr>
</tbody>
</table>

17.9 There will be no additional accrual of PTO time for hours worked in excess of forty (40) hours per week.
17.10 Any recess time when programming is not in session is unpaid time. Eligible Employees may use accrued PTO time during these periods.

ARTICLE XVIII - HOLIDAYS

18.1 Head Start/Early Head Start programs will be closed in observance of the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day. In addition to the holidays listed above, Regular and Seasonal Employees will also be entitled to use up to two (2) floating holidays each year. Approval for the floating holiday must be obtained two (2) weeks prior to the date that the holiday is to be used. Requests for floating holiday should be submitted on the PTO form.

18.2 All Regular and Seasonal Employees who are scheduled to work at least twenty (20) hours per week will be paid for the holidays if the holiday is observed on a regularly scheduled workday and the employee has actually worked all scheduled hours on their scheduled workday before and after the holiday (unless the Employee is on approved paid leave). The number of paid holiday hours will be prorated for employees based on the number of their regularly scheduled hours during the calendar week in which the holiday falls:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Holiday Pay Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-24</td>
<td>4</td>
</tr>
<tr>
<td>25-29</td>
<td>5</td>
</tr>
<tr>
<td>30-34</td>
<td>6</td>
</tr>
<tr>
<td>35-39</td>
<td>7</td>
</tr>
<tr>
<td>40+</td>
<td>8</td>
</tr>
</tbody>
</table>

18.3 Employees working in excess of forty (40) hours per week will be paid eight (8) hours and will not be paid additional holiday pay.

18.4 When a holiday falls on a Saturday or Sunday, the holiday will be observed either on the preceding Friday or the following Monday as determined by CAO.

18.5 In order to be paid for a holiday, the Employee must work or be on approved PTO leave on the last regularly scheduled workday before and the first scheduled workday after the holiday.

18.6 An Employee on educational leave, extended sick leave, Family Medical Leave Act leave, or any absence without pay will not be paid holiday pay.

ARTICLE XIX - SICK LEAVE

19.1 Regular and Seasonal Employees scheduled to work at least twenty (20) hours per week earn sick leave with pay on a bi-weekly basis, pursuant to the following table:
<table>
<thead>
<tr>
<th>Hours of work per week</th>
<th>Hours of sick leave bi-weekly</th>
<th>Maximum accumulation of sick leave hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-24</td>
<td>2.3</td>
<td>520</td>
</tr>
<tr>
<td>25-29</td>
<td>2.88</td>
<td>650</td>
</tr>
<tr>
<td>30-34</td>
<td>3.46</td>
<td>780</td>
</tr>
<tr>
<td>35-39</td>
<td>4.04</td>
<td>910</td>
</tr>
<tr>
<td>40</td>
<td>4.62</td>
<td>1040</td>
</tr>
</tbody>
</table>

19.2 Sick leave must be used for an Employee's personal illness or the illness of an immediate family member (limited to spouse, child, or parent), as well as for the birth, adoption, or placement of a foster child as defined by the Family Medical Leave Act of 1993 (the "FMLA").

19.3 A written excuse from a medical practitioner is required for all use of sick leave time of three or more (3 or more) consecutive work days, and CAO may ask for follow-up documentation. Failure to supply acceptable medical verification will result in the loss of pay for the three or more (3 or more) days and disciplinary action up to and including termination pursuant to the terms of this Agreement.

19.4 Abuse of sick leave may include (although it is not limited to) using all sick leave throughout the year on a day-to-day basis (meaning that an employee habitually uses sick time immediately upon accrual) or a pattern of abuse (for one example, a pattern of usage on Mondays and Fridays). Sick leave is a privilege, and abuse of sick leave may result in disciplinary action up to and including termination from employment pursuant to the terms of this Agreement.

19.5 Sick leave may not be accrued beyond the maximum accrual levels indicated above during employment. Sick leave is not paid out when an Employee separates from employment (regardless of the reason for the separation from employment).

ARTICLE XX - EXTENDED SICK TIME

20.1 CAO will comply with the requirements of the FMLA and the Americans with Disabilities Act, as amended (the "ADA").

ARTICLE XXI - BEREAVEMENT LEAVE

21.1 All Employees are entitled to up to five (5) days of paid bereavement leave for the death of a child (by birth, law, or other legal relationship), parent (in-law), sibling (in-law), grandparent (in-law), grandchild, spouse, or domestic partner.

21.2 Requests for bereavement leave must be properly documented and requested on a form provided by CAO for that purpose, and must be approved by the Center Director or Program Administrator (or his or her designee) in order to be paid for the bereavement leave.
21.3 In extenuating circumstances, additional unpaid time off may be granted by the Program Administrator (or his or her designee) when requested in writing.

ARTICLE XXII - WAGES

22.1 In a year in which there is a Federal or New York State increase in the minimum wage, the following model will be applied to the base salaries of all bargaining unit employees:

22.1.1 For any bargaining unit employee with a current salary below the new minimum wage, the difference between the bargaining unit employee's salary per hour and the new minimum wage, or a 1% increase in base salary, whichever results in a higher wage.

22.1.2 For any bargaining unit employee with a current salary at or above the new minimum wage, a 1% increase in base salary or any federally awarded COLA increase for that year, whichever results in a higher salary.

22.2 In a year in which there is no Federal or New York State increase in the minimum wage, the following model will be applied to the base salaries of all bargaining unit employees:

22.2.1 For every bargaining unit employee, there will be a wage increase of 1% or any federally awarded COLA increase for that year, whichever results in a higher salary.

22.3 Increases in wages for bargaining unit employees will be provided pursuant to the above schedule unless one of the following conditions occurred, in which case CAO may at its discretion deviate from these increases:

22.3.1 Sequestration or a reduction in funding of more than 1% from Head Start, more than 1% for UPK, or more than 5% for CACFP;

22.3.2 Increase in the cost of any individual or group of fringe benefits required by the contract in excess of 10% in any given program year;

22.3.3 Increase in the cost of the minimum wage in excess of 4% in any given program year; and/or

22.3.4 If any requirement imposed by ACF or OCFS requires a reduction in services to the children, as defined by Part 1304, performance standards as determined by Head Start or a reduction in the number of funded slots in order to fulfill the agreed upon wage schedule.

22.4 Any increases will be effective September 1, 2015, except for any retroactive COLA increases and that minimum wage increases will be awarded in accordance with the law. Any increases in future year(s) of the current Agreement term will be effective September 1, except that minimum wage increases will be awarded in accordance with the law.
CAO will apply federally awarded COLA funds to staff salaries for eligible bargaining unit employees.

22.5 Merit Pay

22.5.1 Salary Increment for Teachers earning a CDA Accreditation:
$500 added to worker’s salary at the time the employee provides proof of accreditation to CAO.

22.5.2 Salary Increment for Teachers earning an Associates’ Degree:
Employee’s degree and all approved related cost are paid by CAO pursuant to the tuition assistance program. No additional compensation is provided.

22.5.3 Salary Increment for teachers earning a Bachelor’s Degree:
Employee’s degree and all approved related cost are paid by CAO pursuant to the tuition assistance program. No additional compensation is provided.

22.5.4 Salary increment for Family Partners earning their FDC:
$500 added to worker’s salary at the time the employee provides proof of certification to CAO.

22.5.5 If a worker obtains an Associates’ or higher degree (including a master’s degree), they will be eligible for a higher position with a higher salary at the discretion of CAO.

22.6 Teacher IV assigned as the lead teacher to a UPK classroom will receive a stipend of $3,000.00 per year (or a pro-rated amount if a teacher is assigned to or removed from a UPK classroom during the 10-month year).

Teacher I, II, III, and Family Partners assigned on a regular basis to teach/assist the lead teacher in a UPK classroom will receive a stipend of $1,500.00 per year (or a pro-rated amount if a teacher is assigned to or removed from a UPK classroom during the 10-month year).

CAO retains sole discretion to determine what staff members are assigned to UPK classrooms.

ARTICLE XXIII - HEALTH AND DENTAL INSURANCE

23.1 Following sixty (60) days of continuous active employment, CAO will offer all Regular Full-Time and Seasonal Full-Time Employees health insurance (including major medical) currently administered through Blue Cross/Blue Shield. CAO will contribute a percentage determined on an annual basis to the health insurance policy premium for major medical coverage for each eligible Employee to control cost increases of premiums or to reduce costs and the eligible Employee will pay the balance of the premium by payroll deduction.

23.2 Following sixty (60) days of continuous active employment, CAO will offer all Regular Full-Time and Seasonal Full-Time Employees self-insured prescription drug coverage currently administered through Blue Cross/Blue Shield. CAO will provide eligible Employees with a Health Reimbursement Account funded at a percentage determined on an annual basis per year for eligible Employees with single health insurance coverage and a
percentage determined on an annual basis per year for eligible Employees with family or other health insurance coverage to control cost increases of premiums or to reduce costs. The remaining balance of the deductible will be funded by the eligible Employee. Eligible Employees are also responsible to pay any required co-pays for prescription drug coverage.

23.3 Following sixty (60) days of continuous active employment, CAO will offer all Regular Full-Time and Seasonal Full-Time Employees self-insured dental insurance currently administered through Guardian. Eligible Employees will contribute a dollar amount determined on an annual basis per pay period towards single dental coverage or a dollar amount determined on an annual basis per pay period towards family or other dental coverage to control cost increases of premiums or to reduce costs.

23.4 CAO reserves the right to change carriers and method of providing benefits (health insurance, self-insured prescription drug coverage, and dental insurance) to another generally comparable insurance plan/carrier to control the cost increases of premiums or to reduce costs. CAO will provide the Union with at least thirty (30) days of advanced notice to any change in the plan/carrier or benefit levels with an opportunity for the Union to discuss.

23.5 CAO will provide all Employees with the opportunity to contribute to a Flexible Spending Account.

23.6 An Employee shall be responsible for paying all health insurance premiums as well as prepaid health cards if on long term disability, workers compensation, military leave of absence, or any other unpaid leave of absence approved by CAO.

23.7 Provided that an Employee who is eligible for health insurance provides proof of insurance through another source effective September 1 of a given calendar year or based on a qualifying event, CAO will provide the employee with a stipend of $1,200.00 on an annual basis (or the pro-rated portion of that stipend based on the date of the qualifying event).

ARTICLE XXIV - 403B PLAN

24.1 CAO will provide all Employees with a Qualified Tax-Deferred Annuity Plan, a 403(b) Plan, and will match the Employee contribution towards the Plan for all eligible Employees pursuant to the Plan document.

24.2 CAO's maximum contribution to the 403(b) Plan, pursuant to the Plan document and terms up to 4% annually. Pursuant to the Plan document:

Each plan year we will make an employer base contribution on your behalf equal to 3% of your compensation for that year. This employer base contribution will be made whether or not you are making contributions.

We will make a matching contribution on your behalf equal to the lesser of 25% of the salary reduction amount you are
contributing during the Plan Year or 1% of your Compensation during the Plan Year.

24.3 Any discrepancies between the language in the Plan document and the Agreement will be resolved by the Plan document controlling. CAO reserves the right to change Plan and method of providing the 403(b) benefits, and to discontinue offering Employees a 403(b) Plan to control the cost increases of premiums or to reduce costs.

24.4 CAO will provide the Union with at least thirty (30) days of advanced notice of any change in the Plan, benefit levels pursuant to the Plan, or if CAO will discontinue offering Employees a 403(B) Plan and an opportunity to discuss the proposed change in the Plan, benefit levels, or discontinuation.

ARTICLE XXV - LIFE INSURANCE

25.1 CAO will offer all Regular and Seasonal Full-Time and Part-Time Employees working at least twenty (20) hours per week a Group Term Life Insurance Plan. The Plan coverage will be effective following sixty (60) days of continuous active employment. CAO will pay the premium in full for each eligible employee.

ARTICLE XXVI - DISABILITY INSURANCE

26.1 CAO will provide short term disability coverage as required by the New York State Disability Benefits Law.

26.2 All Regular and Seasonal Employees working at least thirty (30) hours per week will be provided coverage under CAO’s Group Long Term Disability Insurance Plan.

ARTICLE XXVII - DURATION

This Agreement, made and entered into by and between the Employer and the Union, is in effect after ratification, and will continue in force and effect until midnight, May 31, 2017.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed to this Agreement by their respective duly authorized officers and representatives.

L. Nathan Hare, CEO
Community Action Organization of Erie County

Elaine Champion, President
Early Childhood Staff Union

Dated: 9-10-2015
Memorandum of Agreement Between
Community Action Organization of Erie County and
The Early Childhood Staff Union

Whereas the Early Childhood Staff Union (ECSU) is comprised of Community Action Organization of Erie County (CAO) employees, and

Whereas ECSU and CAO have agreed to implement a trial attendance incentive program for all ECSU members, and

Whereas the parties agree that the purpose of the trial program is to increase employee attendance at work and decrease the amount of funds spent as a result of absenteeism.

IT IS THEREFORE AGREED:

That beginning August 1, 2015, all ECSU members shall be entitled to the following attendance incentive:

For perfect attendance during the months of August, September, October, and November, ECSU members will be entitled to a stipend of $100;

If an ECSU member misses one day of work during the months August, September, October, and November, s/he will be entitled to a stipend of $50 provided that the absence did not violate any CAO work policy;

For perfect attendance during the months of December, January, February, and March, ECSU members will be entitled to a stipend of $100;

If an ECSU member misses one day of work during the months December, January, February, and March, s/he will be entitled to a stipend of $50 provided that the absence did not violate any CAO work policy;

For perfect attendance during the months of April, May, June, and July, ECSU members will be entitled to a stipend of $100;

If an ECSU member misses one day of work during the months August, September, October, and November, s/he will be entitled to a stipend of $50 provided that the absence did not violate any CAO work policy; and

That “attendance” is defined as working all regularly-scheduled hours on a regularly-scheduled work day; “attendance” means an employee has not utilized any sick or other time off from work (paid or unpaid) except approved PTO;

That this trial attendance incentive program will end on July 31, 2016; and

That prior to July 31, 2016, the Labor Relations Committee shall meet and discuss whether this trial attendance incentive program fulfilled its purpose and, if so, whether to extend the program; and
That neither party shall be obligated to agree to extend the program; and

That this MOA has no binding precedent.

[Signatures]

L. Nathan Hare, CEO                Elaine Champion, President
Community Action Organization of Erie County    Early Childhood Staff Union

Dated: 9/10/2015
APPENDIX A

GRIEVANCE FORM

ECSU/CAO Grievance No. __________________________ DATE: ________________

Employee’s Name & Position:

1. Identity of the written terms of the Agreement the Party alleges have been violated/breached that are subject of this Grievance:

2. Date and time of alleged violation/breach that is the subject of this Grievance: (include identity of the party responsible, if known):

3. Nature of the Grievance:

4. Relief Sought:

Signed: __________________________

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