

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**MEXICAN AMERICAN OPPORTUNITY
FOUNDATION**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 99**

DURATION

OCTOBER 3, 2013

THROUGH

OCTOBER 2, 2016

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MEXICAN AMERICAN OPPORTUNITY FOUNDATION AND SEIU LOCAL 99 COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered by the Mexican American Opportunity Foundation, which together with its administrative staff and representatives will be referred to in this Agreement as the "Employer" and Service Employees International Union, SEIU, Local 99, which together with its officers and representatives will be referred to in this Agreement as the "Union."

ARTICLE I - RECOGNITION

1.0 The Unit: The Employer recognizes the Union as the exclusive representative of a bargaining unit comprised of the following employees:

All full time and regular part time teachers, floater teacher, teachers assistants, teacher assistant special needs, case workers/support staff, social service associate custodians, floater custodian, homemakers, nutrition aides, family services advocates, home visitors/teacher, and clerical employees employed by the employer at its Head Start, Child Care, and Pre-School centers located in Los Angeles County, California and Santa Ana, California; excluding all other employees, office clerical employees, professional employees, guards and supervisors, and all employees employed by the employer at its facility located at 401 North Garfield Avenue, Montebello, California.

ARTICLE II - SEPARABILITY and SAVINGS

1.0 If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2.0 in the event of any such invalidation of any provision of this Agreement, the parties agree to meet and negotiate within thirty (30) days of such invalidation for the purpose of arriving at a satisfactory replacement for such provision.

ARTICLE III - MANAGEMENT RIGHTS

The Management has the complete, exclusive, final right to select, hire, discipline, discharge *for cause, promote or transfer to equal or better positions;* to transfer employees permanently or temporarily to other locations of the employer; to maintain discipline and efficiency of all employees. This Management Rights Clause is non-arbitrable and not subject to bargaining, whatsoever, during the term of this Agreement limited only by that which is inconsistent with law or violates specific provisions of this contract.

ARTICLE IV - UNION RIGHTS

1.0 Access: It is understood that Union representatives shall not visit Pre-school, Head Start or Child Care Centers. The only administrative offices (such as 401 N. Garfield Avenue, Montebello, CA 90640) will be made available for purposes of administering this agreement under the following conditions:

- a. Such representative has been authorized by the Union in writing on file with the Employer. Such writing to be signed and executed by the executive officer of the Union;
- b. The work to be transacted by the representative shall be transacted in a manner so that there is absolutely no interference with the work of any personnel;
- c. The representative will only converse with employees while they are on non-work time, i.e. designated breaks and lunch periods, in areas as agreed by the Employer in advance, on a case by case basis.
- d. In the event that the representative needs to visit another work location, such access will only be granted with advance notice and approval by the Executive Director or designee and will not be unreasonably denied.

2.0 Union Bulletin Boards: The Union shall have the right to have notices of official Union matters *posted on a designated* bulletin board *not less than two (2) feet by two (2) feet*. Such postings will be submitted to Mexican American Opportunity Foundation for approval prior to posting.

- a. All notices will be on 8 'A" x 11" paper, unless there is prior approval by the Office of the President and/or the human Resources Office, signed and dated by the duty authorized Union official. Such notices that will be allowable shall be as follows:

1. Notice of Union recreational and social events;
2. Notice of Dates of Union internal elections;
3. Notice of Results of Union internal elections;
4. Notice of Dates of Union meetings;
5. Current Listing of Union officials and their telephone numbers.
6. Notice of Union Benefits and Programs.

- b. The bulletin boards shall not be used by the union for disseminating propaganda of any kind whatsoever. Controversial matters such as political tracts, Union picketing opportunities and internal union gossip must be avoided at all times. Notices that do not comply with this Article will be removed by the Employer.

3.0 List of Employees: The Union shall be provided a quarterly list of names, employee numbers, classifications, work locations and seniority dates of all employees, covered by this Agreement. On a monthly basis, the Employer will provide a list of any changes.

3.1 Newly Hired List: The Union shall be provided with a monthly list of newly-hired employee's covered by this agreement that includes names, employee numbers, classification, and work locations. This shall be a separate monthly list from the quarterly list of all unit employees.

4.0 Shop Stewards: At each work location, the Union will have the right to designate, pursuant to its own procedures, one employee (and one alternate) to serve as the Shop Steward. The Union shall inform the employer in writing of each employee so designated.

4.1 MAOF, whenever possible, shall make reasonable release time for the Shop Steward to conduct investigations or representation. The time shall be arranged between the supervisor of the shop steward and the employee to meet at a separate time with the least possible disruption to the operations of the program.

5.0 New Employee Orientation: Union will supply a new hire packet to the employer, which the employer will give to each new hire during orientation.

5.1 The Union shall be provided whenever possible, within five (5) days of newly hired, dates and times the shop steward or Union Representative to meet with such employee (s) for orientation on New Member Package.

ARTICLE V - GRIEVANCE PROCEDURE

Grievances and complaints resulting from the operation of this Agreement or arising under specific clauses thereof, or in any way affecting the relations between the Employer and Employees covered thereby, shall be handled in the following manner:

Step 1: Within fifteen (15) working days after the grievant or Union knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented to the Human Resource Director. The Human Resource Director shall have ten (10) working days to respond in writing. Upon request of the Union, the Human Resource Director shall meet with grievant, steward and/or Union Representative within ten (10) working days in place of the written response. The Human Resource Director shall have ten (10) working days to render a written decision after the meeting.

Step 2: If the grievance is not satisfactorily resolved at step 1, the grievant, steward or Union Representative shall within ten (10) days from the receipt of the Step 1 response, appeal the grievance to Step 2. Within ten (10) days of the receipt of the appeal to Step 2, the President or his/her duly appointed representative shall meet with the grievant, steward and/or Union Representative. The President or his/her duly appointed representative shall render a written decision on the grievance within five (5) days after the meeting.

Step 3: In the event the two parties are unable to agree, the matter shall be referred to arbitration, by written notice, by the moving party and a copy of such notice sent to the opposing party within ten (10) working days after receipt of the Step 2 response. The parties will select from an odd numbered panel list of arbitrators. Names shall be stricken from the list by each party in turn, with the first strike to be determined by the party filing the grievance. The last name remaining shall be the mutually accepted arbitrator. The arbitrator shall consider the issue at the earliest convenience and render a decision. The arbitrator's decision shall be final and binding on all parties including the employee. The cost of the arbitrator, if any, shall be equally shared, the decision of the arbitrator may be confirmed in State Court as provided by law. If availability of the panel arbitrators becomes an issue, by mutual consent, the parties may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services. Each party shall alternately strike three (3) names from the list of seven (7), and the remaining arbitrator shall be selected to decide the case. The party requesting

arbitration shall be the first to strike in selecting from the list of arbitrators. Other than dismissal cases, the decision shall be rendered within fifteen (15) calendar days after said hearing. In dismissal cases, the Union shall have thirty (30) calendar *days from the date of the termination to elect to arbitrate or riot*. If *the* Union elects to arbitrate and thereafter decides not to, they shall bear the full cost of the arbitrator. If the matter is heard, the decision of the arbitrator shall be made immediately at the conclusion of the hearing. Any monetary award in the decision of the arbitrator (panel or FMS) shall not exceed six (6) months salary or wages. The expense of the Arbitration shall be borne equally by the Employer and the Union.

In dismissal cases, if the Union requests a postponement of the arbitration, they will waive any back pay from that point forward to the arbitration. If the Mexican American Opportunity Foundation requests a postponement they will incur any additional costs from such a postponement. If there is a request to postpone by an Arbitrator, either the Union or the Mexican American Opportunity Foundation may request another arbitrator rather than agree to a delay. Dismissal cases will use expedited arbitration.

Additionally, in dismissal cases the grievance must proceed directly from dismissal to arbitration.

1. Grievance and arbitration hearings shall be held at mutually convenient times.
2. Time limits contained in this Article may be waived upon mutual written consent of the parties.
3. The panel of arbitrators shall be:
 - Lou Zigman
 - Fred R. Horowitz
 - Michael Prihar
 - Mark Burstein
 - Sara Adler
 - Nancy Beezy-Micon

ARTICLE VI - WORK STOPPAGE

No Strikes/No Lockouts: During the term of this Agreement, neither the Union, nor its respective officers or representatives shall urge, call, sanction or engage in any work stoppage, slowdown, or other concerted interference with normal Employer operations for any cause whatsoever. In the event of any actual or threatened strike, slowdown, or other work stoppage, the Union and its officers, representatives and affiliates shall take all reasonable steps within their control to avert or end the same.

The Employer agrees that it shall not engage in a lockout of unit members during the term of this Agreement. The term "lockout" is intended to cover a situation where the employer refused to permit employees to work in an effort to obtain bargaining concessions from the Union.

ARTICLE VII - NON DISCRIMINATION

1.0 Pursuant to Federal and State Laws: Pursuant to applicable Federal and State laws, the Employer and Union agree not to discriminate against any employee based upon race, color, creed, national origin, religion, sex, age, physical handicap, marital status, sexual preference, political affiliations, or union activities.

If any Employee believes that he/she has been the subject of a discrimination, they shall provide a written complaint to the President of MAOF as soon as possible after the incident. Employee's complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. MAOF will immediately undertake effective, thorough and objective investigation of the harassment allegations. The Union may represent and assist the employee in presenting their claim.

While these matters may not be the subject of the Grievance Procedure set forth in this agreement, they may be presented by the employee to the Federal Equal Employment and Housing.

ARTICLE VIII - UNION SECURITY and DUES DEDUCTIONS

1.0 Authorizations: All employees covered by this Agreement and who are employed on the *effective date of this Agreement*, shall, *not later than the twenty-ninth (29th) calendar day* following the effective date of this Agreement, either (1.) become members of the Union in good standing and remain members in good standing during the course of their employment, or (2) pay to the Union fair share representation fees as determined by the Union. Probationary employees shall not be subject to *this provision* until *the ninety-first (91st) date of their employment*. All newly-hired employees in the classification (s) covered by this Agreement shall be provided with a memo at the time of hire with the conditions of employment regarding union membership and dues deductions. This memo shall be agreed upon by both the Union and the employer.

2.0 Termination: Upon receipt of written notice to the Employer and upon examination of documented proof that an employee has not complied with the above requirements, the Employer shall terminate the employment of such employee within (15) calendar days after receipt of such written notice unless thereafter the employee complies with the above requirements within said time period.

3.0 Remittance to Union: A deposit approximating the amount of dues so deducted shall be remitted to the Union on payday, and the reconciled amount will be supplied to the Union within ten (10) days after the deductions are made, together with a list of affected employees.

4.0 Dues, Deductions: In instances where a dues deduction is not taken from an employee who has a valid authorization form on file, the missed deduction(s) will be taken from a subsequent salary payment and remitted to the Union.

5.0 Indemnity/Hold Harmless: The Union agrees to indemnify and hold the Employer harmless against any and all liabilities (including reasonable and necessary costs of litigation) arising from any and all claims, demands, suits, or other actions relating to the Employer's compliance *or attempted compliance with either this Article or the requests of the Union pursuant to this Article*, or relating to the conduct of the Union in administering this Article. The Union shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall Employer funds be involved in any remedy relating to this Article. Any underpayments to the Union

resulting from the Employer's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s).

6.0 Overpayments: Any overpayments to the Union resulting from excessive deductions shall be remedied either by refund from the Union to the affected employee(s) or by a credit against future payments by the affected employee(s).

7.0 Employer to Furnish Information: The Employer will furnish any information needed by the Union to fulfill the provisions of this Article.

ARTICLE IX - HOURS and OVERTIME

1.0 Hours of Work: The normal daily hours of work for full time employees are eight (8) hours per day, Monday through Friday, with one (1) hour for lunch. Morning start times will coincide with the opening and closing of each program's daily schedule requirements. Therefore, staggered start times for employees will prevail.

1.1 Meal Periods: The meal period shall be scheduled by the appropriate administrator following State Law. Employees who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the interruption and such time will count as time worked and compensated at the appropriate rate of pay.

1.2 Employees on an unpaid meal break may leave the premises. Employees on a paid rest break may not leave the premises. Employees shall take their duty-free rest break in an area away from the classroom.

For the purpose of computing hours worked, time during which an employee is excused from work because of holidays, vacation, or leaves of absence shall be considered as time not worked by the employee.

Prior to any change of a permanent nature that affects an employee's work or daily hours of work, The employer will notify the affected employee(s) and the Union, in writing, at least fifteen (15) days, if practicable, in advance of any permanent change. Upon request of the Union, the employer agrees to meet with the Union and the affected employee(s) at least two (2) weeks, if practicable, prior to the change of work or daily hours of work.

2.0 Overtime: It is understood by the parties that Unit employees are not authorized to work overtime, beyond an eight - hour (8) day or over forty (40) hours per week. Such employees must have written authorization from the MAOF President or designee to work overtime in advance of the overtime work.

2.1 Flex Time Employees who are assigned to work past their regular assigned work day, weekend day (s), holiday, or vacation and are compensated with Flex Time, as approved by management may have the option to select the day that will be taken off within the pay cycle the work was assigned.

ARTICLE IX - HOURS and OVERTIME

3.0 Working Full-Time: Employees shall receive compensation at a rate equal to one and one-half (1-112) times the regular rate of pay, (or shall be provided compensatory time off in a manner consistent with applicable State and Federal laws at the rate of one and one-half(1-112) times the hours worked), for work authorized and performed on the sixth (6th) and seventh (7th) days following the commencement of the regular workweek, or for hours worked in excess of eight (8) hours in one day or in excess of forty (40) hours in any calendar week. Employees who work less than eight (8) hours and are assigned by their supervisor to perform additional work, past their regular work day, shall be compensated with extra time or flex time.

3.1 Employees are not authorized to work on any holiday recognized under this agreement.

4.0 Rest Period: The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours of work. This amounts to two (2) breaks per eight (8) hour shift. For employees that work less than a five-hour (5) work day shall be allowed to take one (1) ten-minute break; duty-free breaks shall be taken away from assigned work area.

5.0 Employee Job Training: When the employee is required to attend any job-related workshop, in-service training session, Employer shall attempt to have such training during the employee's work hours. The employee shall be paid at the appropriate rate of pay.

ARTICLE X – SENIORITY

1.0 Seniority shall be defined as the length or period of continuous service with the Employer. Seniority shall accrue for regular full-time, regular part-time, and regular temporary employees within a given classification of work. Seniority shall be expressed in terms of years, months, and days, if two or more employees are employed within the same classification on the same day, shall be determined by employment records. If two (2) employees are still tied in seniority as a last resource to break the tie a coin toss shall take place. Upon request, the employer will furnish the Union with a current seniority list including employee numbers at least once every three (3) months.

2.0 Employees do not have seniority status during the initial ninety (90) days probationary period. At the end of the probationary period, seniority will date back to the initial date of employment. A bargaining unit employee who serves the Employer at the Employer's request in an Acting Appointment or in a temporary position outside the bargaining unit shall continue to accrue seniority in accordance with this Article during such service.

3.0 Except as otherwise specifically provided in this Agreement (such as Personal Leave exceeding 30 days), there shall be no deduction from seniority for any lost time, which does not constitute a break in continuous service. A break in continuous service shall occur in any of the following instances:

- a. voluntary termination or resignation;
- b. discharge;
- c. continuous absence exceeding four (4) months except in cases of a leave of absence due to work related injury/illness.
- d. Failure to report to work or Call Supervisor for three consecutive work days;
- e. Failure to return from any Leave of Absence or to call Supervisor to advise;
and
- f. Death.

4.0 Except as set forth in 3.0 above, seniority will not accumulate during an unpaid leave of absence, *due to a family medical leave*. However, upon *return from approved leave of absence*, the employee will retain credit for all seniority accumulated prior to the leave of absence.

5.0 Except as otherwise provided in this Agreement, if an employee is hired or lateral transferred into another program or department in the same classification within the bargaining unit, his/her overall seniority shall be transferred to the new program or department within the bargaining unit. In addition, the employee shall maintain their overall seniority for purposes of layoff and promotion, as long as the employee meets the required State and Federal certification or licenses in their current classification when the lay-off takes place.

6.0 Management personnel may temporarily work in a Unit position to train an employee, or when the exigency of the situation requires the management person to do Unit work, such as when a Unit employee is absent. Management personnel, in an open vacant position, shall not perform such work for more than thirty (30) days in the aggregate in any classification within the calendar year. MAOF shall make every attempt to fill vacant positions within a thirty (30) days period.

6.1 Classroom Coverage

When coverage of a classroom is needed due to lack of substitute personnel, and/or employees' absences, whenever possible management shall provide coverage for the period of time needed in the classroom to preserve State and Federal mandated Child/Adult Ratio. The supervisor, whenever possible, shall provide support to classroom coverage to allow classroom personnel to recover lost office time to work on any mandated reports.

ARTICLE XI RECRUITMENT

1.0 Job Descriptions. The Employer shall maintain job descriptions for each bargaining unit position within their respective program (hereafter "wrp") and shall provide the Union with copies of each job description. It is understood that the employer shall have the right to assign "other duties" that are reasonable and usual. If the Employer materially revises a job description, the Employer agrees to provide the Union with a copy of the revised job description fifteen (15) work days before its effective date. The Employer agrees to meet with the Union, upon request, within five (5) work days, to discuss any assignments of duties the Union considers unreasonable. The length of the temporary Bargaining Unit Work Assignment (s) shall not exceed thirty (30) days in a vacant position (not including those positions that temporary work needs to cover for vacation, sick leave, leaves of absence, and military leave allowed by State and Federal Law). If a vacant position is needed to be filled management will make every effort to fill the positions within thirty (30) days.

2.0 Notice of Vacancies. A vacancy is defined as a bargaining unit position which no current employee holds and which the Employer desires to fill. Notices of vacancies shall be posted on union bulletin boards in each worksite for a minimum of five (5) working days. Seniority in filling position will be considered as just one item of eligibility. Notices shall include the job title, salary range, a description of the duties of the position, and position status.

3.0 Filling of Vacancies: Probationary employees may not apply. Whenever practical, the Employer's first preference in filling a vacancy shall be to fill it with an existing qualified bargaining unit employee. If there are multiple qualified candidates for a position, the employee with the most seniority will prevail. The Mexican American opportunity Foundation will consider certain levels of credentials as well as the parent-policy committees in regard to filling vacancies. If an employee has received a warning notice with a corrective time frame, Mexican American Opportunity Foundation may choose not to allow the employee to contend for the vacancy during that time frame not exceeding (90) ninety days.

3.1 Regular employees who have applied for and have been awarded a vacancy within the previous six (6) months may not be considered for another vacancy during that six (6) month period. The six (6) month time limit will be waived in the event the vacancy is for a higher level position.

4.0 Temporary Bargaining Unit Work Assignments: If there are any temporary or summer bargaining unit work assignments they shall be offered to bargaining unit employees "wrp" in accordance with the procedures described in section 4.1 If in the opinion of the Employer, more than one applicant "wrp" is equally qualified for the summer assignment, the applicant with the most bargaining unit seniority will be offered the assignment..

4.1 The Employer shall communicate to all bargaining unit employees "wrp" the available temporary work assignment including location, days and hours of work, starting and ending date of the temporary work assignment and rate of pay. Within two weeks of such notification, each interested applicant "wrp" shall make his/her desire to be considered for the assignment known in writing to the Employer's designated representative.

5.0 Substitutes: Substitutes may be used to cover vacation scheduling, sick leave, leaves of *absence*, and to *cover a vacancy pending the awarding of a position*. *If necessary, supervisors* may temporarily substitute in the classroom in order to comply with program regulations.

6.0 Preparation Time: The Employer will strive to provide adequate classroom preparation time according with the requirements of each program. The supervisor whenever possible shall make themselves available to provide support to classroom coverage in instances that an employee has lost office time to work on mandated reports.

7.0 Sub-contracting: The Employer shall not subcontract union work unless unit employees are not available to perform the work.

ARTICLE XII LAYOFF AND RECALL

1.0 Permanent Layoff: Permanent layoff shall be defined as a reduction in the workforce or hours.

1.1 Administrative Transfers: In the event of administrative transfers as a result of layoffs, reduction of staff, reduction of class size, and/or the closure of centers due to budgetary reductions, the employer shall request volunteers first. If no volunteers are available, the employee that will be administratively transferred as a result of the layoff shall be; the least senior employee first, then in succession to the greater senior employee. The employee shall be given a choice of available center (s) or area (s) of work to select to be transferred to.

2.0 Permanent Layoff Procedures In the event of a permanent layoff, temporary employees in *the classification shall be laid off first*. *Then, if further reductions in workforce or hours are necessary*, regular employees shall be laid off in inverse seniority within classification.

In the event of a permanent layoff, the affected employee shall be notified in writing of the impending layoff at least seven (7) calendar days in advance of the effective date of the layoff provided the Employer has adequate notice itself. The Employer will make notice as soon as possible. The Union shall be *sent copies of all layoff notices*. *Upon request, the Employer shall meet with representatives of Local 99 regarding the effects of the lay-off on Unit members*.

- a. If there is a vacant position in the same classification, the affected employee shall have first preference for that position and may move to that position if they have the necessary qualifications, classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative Employer agreements, and language proficiency,
- b. In the absence of a vacant position as described in (a.) above, the affected employee may replace a less senior employee in a classification the affected employee has previously held unless they no longer meet the minimum

qualifications contained in the job description. For the purpose of this Section, seniority is defined in Article X, Paragraph 5.0. The affected employee may choose to accept the permanent layoff rather than bump another employee from a position or move to a lower or equal classification.

- c. If the employee has no placement rights described in (a.) and (b.) above, the employee may take any vacant position for which they meet the qualifications.
- d. The affected employee who replaces another employee in the same or equal classification shall retain their current rate of pay and continue to receive all regular pay increases. The affected employee who bumps to a lower classification shall enter the pay range of the classification at the pay rate nearest to their rate of pay.
- e. The Employer shall provide to the affected employee and the Union an updated seniority list with the layoff notice in order for the affected employee to determine their options. Upon request, the Employer shall also provide the affected employee and/or the Union a listing of all known vacancies. An employee shall have five (5) workdays after receipt of the layoff notice and seniority list to give written notice to the Employer of their intention to accept a vacant position or replace another employee. If the employee fails to provide timely notice, they will forfeit placement rights pursuant to this section.

3.0 Recall: Employees on permanent layoff shall be recalled in the following manner:

- a. An employee whose hours have been reduced pursuant to this section shall be offered any available increases in hours in the classification involved provided the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative Employer agreements, and language *proficiency for the vacancy prior to a new employee being hired in that classification.*
- b. Permanently laid off employees shall have recall rights for up to twenty-four (24) months from the last day of work. Upon a recall from layoff status the employee shall provide the employer with clearance which includes State and Federal licensing and certifications, background clearance, finger print clearance, and physical and TB clearance. Recall shall be by seniority, with the most senior employee in the affected classification being recalled first. A permanently laid off employee shall be offered both full and part-time positions, An employee may refuse an offer to return to a non-comparable position (i.e. in terms of pay, hours, classification grade, and/or benefits) and remain on the recall list.
- c. The Employer shall provide the Union with a recall list and copies of all notices of recall in advance of recall notices being mailed to employees.

- d. The Employer shall notify an employee of recall by sending a certified letter by US Mail to the employee's most recent address on file, at least one (1) week prior to the date that the employee is scheduled to return to work. It is the employee's responsibility to notify the Human Resources Department of any change in address.

Notice of acceptance of recall may be by telephone to the Human Resource Department, but must be confirmed in writing,

- e. No new employee may be hired until all employees on layoff who are qualified for the available positions and desire to return to work have been recalled. Substitutes shall not replace unit employee positions.
- f. In the event a permanently *laid off* employee *declines* recall *from* layoff *for* a comparable position or does not return to work on the date that the employee has been scheduled to report to work, the employee shall be deemed to have voluntarily resigned their employment.
- g. In the event program budgets are reinstated, the most senior employee administratively transferred due to layoff from their prior assigned center and/or area of work; shall be provided with the opportunity to return back to their original center and/or work area that he/she was administratively transferred.

ARTICLE XIII - EVALUATION PROCEDURES

1.0 The Union and the Employer agree to follow the evaluation procedures set forth in the Mexican American Opportunity Foundation Policy and Procedures Employee Handbook. Evaluations shall be based *on* observations *or* knowledge *and in accord with the facts* and *not upon* unsubstantiated or undocumented charges or rumors. Such documentation shall be attached to the evaluation prior to the employee meeting with the supervisor (s).

- a. Performance evaluations shall be made in conjunction with the employee's immediate supervisor (s) who is responsible for the employee's work and not part of the bargaining unit. The supervisor (s) oversees, reviews, and checks the daily work of the employee being evaluated, and/or is the most closely acquainted with the employee's daily work. The work of a permanent employee shall be evaluated by the Supervisor (s) under whom the employee has worked for more than ninety (90) days during the performance evaluation. The supervisor (s) can evaluate an employee only for the period he/she actually supervised an employee.
- b. After the "new-hire" period, performance evaluations shall be completed each fiscal year but may be done more often when appropriate.
- c. If a category on the performance evaluation is less than satisfactory, the following will be included in the evaluation:

- 1.0 A clear concise record keeping of dates and times the supervisor (s) meet with the employee to discuss area (s) of concern of the employee's work with recommendations on how to improve those areas.
- 2.0 The supervisor (s) shall meet with the employee as needed to check the progress of the employee's work, and/or to inform the employee when the deficiency is satisfactorily corrected.
- 3.0 The employee's evaluation shall be a reflection of the overall employee's work performance. If the employee has not been counseled and has not been put on a correction plan for deficiency prior to the evaluation, the area of work that needs improvement cannot be included in the evaluation.
- 4.0 An employee who believes that his/her performance evaluation is not an accurate reflection of their overall work performance, may within ten (10) working days, request a conference with the next level of supervision, Department Head, Program Director, and/or Human Resource Director (HR), to discuss why the employee does not agree with the unsatisfactory evaluation.

ARTICLE XIV DISCIPLINE AND DISCHARGE

1.0 The Employer shall have the right to immediately discharge any employee for just cause, such as (but not limited to) major dishonesty, intoxication, failure to perform work as normally required, loss of credentials, possession or use of illegal drugs, narcotics, or alcohol, major insubordination and physically assaulting another employee or visitor on MAOF premises, violation of child's rights, and willful falsification of a material fact on an employment application or any official MAOF internal or client document. In all other disciplinary cases an employee shall not be discharged unless he has had one oral warning and one previous warning notice in writing. A copy may be presented to the Union upon their request. The Union will be provided with a copy of all proposed MAOF working and safety rules. No warning notice shall be valid for more than two years from the date of issuance and shall be removed from the employee's record at the end of said two year period, provided that during the interim two year period, employee has not received an additional warning for the same or different infraction.

1.1 Just Cause: The Employer shall not reprimand, suspend or terminate any employee without just cause. An employee may appeal a disciplinary action through the grievance procedure. Just cause is defined as set forth in Section 1.0 above and includes all disciplinary situations.

1.2 Prior to Disciplinary Action: Prior to taking disciplinary (suspension, demotion, or dismissal) action against an employee, the responsible administrator shall advise the employee that disciplinary *action may be taken and schedule a meeting to discuss the matter*. The employee shall, upon request, be entitled to be accompanied at this meeting by a Local 99 representative (or steward). Non-availability of the employee or representative for more than a reasonable *time* shall *not* delay appropriate *action, if any*.

2.0 Files: An employee shall be provided a copy of all adverse written materials prior to or at the time they are placed in his/her personnel file maintained at the Employer's offices. No warning notice shall be valid for more than two years from the date of issuance and

shall be removed from the employee's record at the end of said two-year period, provided that during the interim two-year period, employee has not received an additional warning for the same or different infraction.

2.1 Rights: The employee must sign or initial any such adverse material and may prepare a written response which shall be attached to the material. Such signature on an adverse document will only signify receipt, not that the employee agrees with the substance of the document. Except where an employee is terminated, if after five (5) working days the employee *has not* acknowledged receipt of the *warning notice*, employee should forfeit his/her *right* to arbitration on the matter. Upon reasonable prior notice, an employee shall have the right to inspect his/her personnel file during the normal office hours of the Employer without loss of pay. The employee's Union representative shall have the right, with the written consent of the employee, to inspect his/her personnel file. An employee shall also be entitled to a copy of any document the employee is requested to sign.

2.2 When appropriate all person (s), employees, parents, and children who are part of an incident shall be interviewed as part of the investigatory procedures.

2.3 All information/documentation as a result of the investigatory procedure shall be made available to the employee investigated. When appropriate for confidential purposes names of other participants during the investigation process shall be redacted prior to providing the documentation to the employee at the time of the discipline meeting.

2.4 All information shall be kept confidential by all personal including the Employee, Employee's Supervisor, Department Head, and/or any other person (s) in relation to the investigations.

3.0 Progressive Discipline: The principles of progressive discipline shall be followed, in that each additional infraction of policy, rules or procedures may carry a penalty which is more severe. There are some violations that are so severe that the Employer may terminate the employee for committing a first offense. (see paragraph 1.0 above). Unless the circumstances warrant the imposition of a more severe disciplinary action, disciplinary actions shall be administered in the following order:

- a. Informal meetings and oral reprimands
- b. Written deficiency and warning notice with time frames for corrective action.
- c. Action warranting suspension. (Employer need not suspend)
- d. Termination.

Other examples of violations warranting discipline are contained in the Mexican American Opportunity Foundation Employee Handbook.

4.0 Privacy: Discussions between a Unit employee and Employer supervisor concerning the employee's unsatisfactory work performance or work-related problems. The meeting with the employee shall be conducted in a private room. Such meeting will avoid open areas, such as, cubicles, open space areas, bulletin boards, desk in an open area, hall ways, and/or open conference room, to ensure employee's privacy and exclude other personnel or parents to listen and/or within earshot of the conversation.

ARTICLE XV - TRANSFERS

1.0 Transfer: A "transfer" shall mean a change of an employee's work location to another work location without a change in the employee's classification, and without a change in the employee's status from full-time or part-time. A transfer must be within the same program. Transfers may be initiated by either the employee (voluntary) or by the Employer (temporary).

2.0 Voluntary Transfer: A request for voluntary transfer shall be submitted to the program administrator by the employee. Such request will be kept on file for one (1) school year. If a desired work site has a vacancy, and there are multiple transfer requests from qualified individuals, the employee with the most seniority will prevail. If an employee has received a warning notice with a corrective time frame, Mexican American Opportunity Foundation may chose not to process the transfer request during that time frame not exceeding (90) ninety days.

3.0 Administrative Transfer Procedures: An involuntary transfer of an employee is one instituted by the Employer for a temporary period, not to exceed ten (10) days, caused by a work place necessity, such as meeting a child/teacher mandated ratio. The employer shall maintain a current list at each site of all employees who were involuntary transferred. In instances when multiple involuntary employee transfers are needed, the employer shall ask for volunteers first, if no volunteers are available the employer shall review the list and by order of rotation employee's shall be involuntary transferred. The employer shall keep in consideration distance, travel time, transportation, and/or other special circumstances. In such case the employee selected shall immediately accept such transfer. Reasonable mileage expenses incurred by the employee will be recognized by MAOF. No employee shall be involuntarily transferred for punitive or disciplinary reasons or in reprisal for the exercise of any right provided by this Agreement.

ARTICLE XVI - LEAVES OF ABSENCE

1.0 Leave of Absence Defined: A leave is an authorized absence from a job classification *granted to permanent employees, for a specified purpose and period of time, with the right to return to active service.*

2.0 Rights Upon Return: An employee returning from an approved leave will be returned to the location from which the leave was taken to their position. An employee that does not return to work within 120 days from the start of said leave will not have return rights to a position in his/her classification.

3.0 Applications: Applications for leaves of absence must be submitted on or before the dates established by this Article. The Employer may make exceptions to this requirement.

4.0 Cancellation or Early Return from Leave: A request by an employee for cancellation of a leave or an early return from a leave once commenced shall be granted, subject to the employer, in its sole decision, having the ability to accommodate the employee.

5.0 Bereavement Leave: The bereaved employee will be granted up to three (3) days of paid bereavement leave when the death is of an immediate family spouse, father, mother, sister, brother, grandparent, grandchild, in-law member, step-parent, step-sibling, or stepchild and domestic partner. (If the funeral services are more than 500 miles from the employee's home, the use of PTO for three (3) additional days can be used with the approval of the supervisor as long as PTO is available.)

6.0 Personal Leave: Non-Occupational and Non-Medical Short/Long Term Leave of Absence:

1. A short/long-term non-occupational non-medical leave of absence is generally *any approved leave that will be unpaid leave after all paid time off is exhausted*. Short term is considered two weeks or less. Long term is considered two weeks or more.
2. A written request must be submitted thirty (30) days prior to leave even when there is no paid time left.
3. Consideration of a short term emergency leave of absence may be given to those who have been employed less than six (6) months of continuous employment,
4. *In the event of an emergency, the request for leave must be submitted in writing*
 - i. within one (1) working day before the unpaid leave of absence takes place. An
 - ii. extension of an approved leave, which is at the sole discretion of the employer,
 - iii. may be granted with a one (1) working day notice.
5. The employee will not receive paid benefits of any kind during a non-occupational or non-medical short/long term leave of absence and shall not be paid for holidays, nor accrue paid time off. Health /medical benefits will be *effective to the end of the month the leave is taken*.
6. The employee must use any accrued paid time off as part of the leave. The amount accrued paid time off will not lengthen the amount of leave to which the employee was otherwise approved.
7. Regardless of the nature of the leave of absence, the employee is requested to
 - i. submit a completed "Request of Leave of Absence" to the Supervisor as soon as
 - ii. possible. MAOF must be given notice of any request for Leave at least five (5)
 - iii. days in advance of the requested period start time.
8. If the employee takes actions during the leave that are inconsistent with an intention to return to employment with MAOF, such as accepting full-time employment with another employer, the employee will be considered to have voluntarily terminated employment with MAOF. If the leave of absence expires and the employee does not contact the supervisor concerning a date of return to work, the employee will be considered to have voluntarily terminated employment with MAOF.
9. A written request must be submitted thirty (30) days prior to leave even when there is no paid time left.
10. Consideration of a short term emergency leave of absence may be given to those who have been employed less than six (6) months of continuous employment,
11. *In the event of an emergency, the request for leave must be submitted in writing*
 - i. within one (1) working day before the unpaid leave of absence takes place. An
 - ii. extension of an approved leave, which is at the sole discretion of the employer,
 - iii. may be granted with a one (1) working day notice.

12. The employee will not receive paid benefits of any kind during a nonoccupational or non-medical short/long term leave of absence and shall not be paid for holidays, nor accrue paid time off. Health /medical benefits will be *effective to the end of the month the leave is taken*.
13. The employee must use any accrued paid time off as part of the leave. The amount accrued paid time off will not lengthen the amount of leave to which the employee was otherwise approved.
14. Regardless of the nature of the leave of absence, the employee is requested to
 - i. submit a completed "Request of Leave of Absence" to the Supervisor as soon as
 - ii. possible. MAOF must be given notice of any request for Leave at least five (5)
 - iii. days in advance of the requested period start time.
15. If the employee takes actions during the leave that are inconsistent with an intention to return to employment with MAOF, such as accepting full-time employment with another employer, the employee will be considered to have voluntarily terminated employment with MAOF. If the leave of absence expires and the employee does not contact the supervisor concerning a date of return to work, the employee will be considered to have voluntarily terminated employment with MAOF.

7.0 Family Medical Leave Act (FMLA): Family Care and Medical Leave shall be granted in accordance with all applicable State and Federal Laws.

8.0 Pregnancy Disability Leave Policy: Female employees are entitled to Pregnancy Disability Leave (PDL) during pregnancy, childbirth or related medical conditions up to a maximum of four (4) months. The employee may take this leave as needed, for any related pregnancy disability. It is not required that the leave be taken in one continuous period. To apply, the employee will follow the procedures described in the Mexican American opportunity Foundation Policies and Procedures Handbook. The employee will be reinstated to the same or comparable position unless one of the conditions described in the handbook exists. If the employee cannot be reinstated to the same position, MAOF will offer the employee a similar position.

9.0 Military Leave: Employees who are drafted, recalled to active military service, or attend military reserve training in the United States Armed Forces, shall be granted unpaid leave of absence in accordance with Federal and State laws governing military leave.

10.0 Jury Duty Leave: Employees will be paid their regular pay while on jury duty up to a maximum of five (5) working days each calendar year.

10.1 All jury fees received shall be remitted to the Employer except gas mileage fees, except jury fees earned on holidays, during vacation, or on any days an employee is not in paid status, or that amount of the daily jury fee which exceeds the employee's daily gross earnings.

10.2 A copy of the summons or written documentation of time served must be submitted to the Payroll Office along with time cards.11.0 Industrial Injury/Illness Leave : An employee who is absent from Employer service because of an injury or illness that arose out of and in the course of employment, and for which *temporary* disability benefits *are received* under the

worker's compensation laws, shall be entitled to a leave of absence under the following conditions:

- a. Allowable leave of absence shall be for up to six (6) months for the same and/or related injury or illness. An additional leave may be granted by mutual agreement.
- b. An employee absent under this section shall be paid in full for the first day of the occurrence.
- c. Each employee who received a work-related injury or illness that requires medical attention or absence shall fill out an incident or worker's compensation report provided by the Employer, in accordance with the law.

12.0 Union Leave: Subject to management approval, an unpaid leave of absence may be granted to employees accepting a position with the Union for a period of up to one (1) year. A written request for such leave must be submitted at least thirty (30) days in advance of the proposed start of the leave. No compensation shall be paid for any period of Union Leave. Decisions made by management under this paragraph are not arbitrable.

ARTICLE XVII - HOLIDAYS

1.0 Holidays: A full-time regular employee and regular 10 month full-time employees shall receive holiday pay for those holidays listed below. Part-time employees shall receive pro-rated holiday pay based on regular hours worked.

New Year's Day	Memorial Day	Day After Thanksgiving
Martin Luther King	Independence Day	Christmas Eve
Presidents Day	Labor Day	Christmas Day
Cesar Chavez Day	Thanksgiving Day	

2.0 Friday shall be the observed holiday for all purposes for holidays which fall on a Saturday; Monday shall be the observed holiday for all purposes for holidays which fall on a Sunday.

3.0 If a holiday occurs while an employee is on PTO, that day will be credited and paid as a holiday.

4.0 Employee must be in attendance the scheduled day before and the scheduled day after the holiday to qualify for paid holiday, unless the employee is on an approved Personal Time Off (PTO).

ARTICLE XVIII - Personal Time Off (PTO) Benefits - 1.0 PTO Earned for Active Service: Regular full-time, regular part-time and regular "summer off" employees will earn Personal Time Off (PTO) from the first day of employment. No PTO is earned during the "summer off" period. No PTO is earned during any unpaid non-medical leave of absence of two weeks or more.

1.1 Accrual of PTO: Accrual of PTO shall be determined based on the factors and in the manner set forth in the following table:

- Up to 15 days (120 hours) per year for eligible employees with less than five (5) years of service.
- Up to 20 days (160 hours) per year for eligible employees with over five (5) years of service.

1.2 PTO May be Changed to Another Leave: PTO may be interrupted or terminated in order to begin illness leave, bereavement leave, jury duty leave or military leave.

1.3 Paid at the Base Salary Rate: PTO shall be paid at the time the vacation is taken.

2.0 Accruals: Employees may accrue up to five (5) weeks of PTO during their first five years of employment, Employees may accrue up to seven (7) weeks of PTO thereafter. When an accrued cap is reached by an employee, such employee MUST take vacations and/or cash out as they accrue during that fiscal year so that the accrual cap is not exceeded. If an employee elects to cash out the accrued cap, instead of taking vacation, the cash out may not exceed fifty (50) % of the amount.

3.0 Fiscal Periods: Employees must take their earned/accrued PTO within the program's fiscal period whenever it is programmatically possible, unless the amount is within the accrued limits described above.

3.1 Closing Program: *When a specific project is being closed down all earned PTO, not otherwise taken, shall be paid to the employee upon project termination.*

4.0 Approved Unpaid Leave: Employees on an approved unpaid leave of absence will be required to exhaust all accrued PTO before the approved unpaid leave of absence begins, except that employees will be allowed to maintain eighty (80) hours if they so like. Employees on an approved unpaid leave of absence may be required to use all accrued PTO. Management shall not request or inquire reason (s), and/or require doctor's notes for less than three (3) days absence of the employee's requested PTO.

5.0 PTO Procedures: Described in the MAOF Policy and Procedure Employee Handbook as follows:

5.1.1 Benefits - Personal Time Off (PTO):

- a. Personal Time Off (PTO): MAOF has established a Personal Time Off (PTO) benefit plan for all of its eligible full-time, and regular part-time employees. The PTO benefit plan is designed to provide personal time off that can be used at the discretion of the employee taking paid or unpaid leave as vacation time, sick leave time, or a period of rest and relaxation time away from work without loss of pay or benefits. The PTO is earned and vested (accrued) as the employee works a regular schedule,

regular full-time, and regular part-time or as regular full-time summer off employee. Note: Employees on unpaid leave of any kind, such as days that have been docked, or on approved leave without pay do not earn, accrue or vest PTO. REGULAR PART TIME – ON HOLD

b. Eligibility for Personal Time Off (PTO) Benefits:

Regular full-time, regular part-time and regular full-time summer-off employees earn PTO from the 1st day of employment. The hire date is hereinafter known as the 'Anniversary Hire Date.' The anniversary is used to establish the employment tenure of the employee. The anniversary hire date establishes the date in which the employee begins to earn, vest, and accrue PTO hours/days.

An individual PTO account is maintained for recording the earned PTO time, PTO days taken and the balance of PTO days remaining, if any.

Employees that work in programs on a ten month per year cycle will not earn PTO during the layoff period in the summer. It will continue to be optional for the employee to work during the close down periods in Winter Break and Spring Break, depending on fund availability and management needs.

c. How PTO Time is Earned:

Regular full-time, regular part-time and regular full-time summer-off employees, with less than five (5) years of continuous employment may earn PTO in the following manner:

- Up to *fifteen (15) days or 120 hours earned while working*, within a twelve (12) month period, from the date of hire. The PTO is earned, accrued and vested at the rate of 0.0577, per each hour worked. Regular part-time employees can accrue PTO time pro-rated per each hour worked. This equates to 120 hours that can be earned within a twelve month period. For regular part-time employees time equates to the amount of hours worked. Calculations are based on 2080 hours for full-time and "summer off" employees of worked time in a twelve month period. Paid PTO is earned for hours worked only. PTO may be taken after it is earned. The employee twelve month cycle begins at the anniversary hire date. As the PTO hours are earned they are logged as earned and, as set in 2.0. ON HOLD

Regular full-time, regular part-time and regular full-time summer-off employees, with over five (5) years of continuous employment may earn PTO in the following manner:

- Up to twenty (20) days or 160 hours earned while working, within a twelve (12) month period, from the date of hire. Part time employees can earn pro-rated PTO hours by the amount of hours worked from the date of hire. The PTO is earned, accrued and vested at the rate of 0.0769, per each hour worked. For regular full-time and "summer off" employees, this equates to 160 hours that can be earned within a twelve month period. Calculations are based on 2080 hours of worked, for part-time employees hours shall be calculated by hours worked.

Paid PTO is earned for hours worked only. PTO may be taken after it is earned. The employee twelve month cycle begins at the anniversary hire *date*. As the PTO hours are earned they are logged as earned and will accrue until taken.

d. Request for planned or Emergency PTO or Personal Time Off

For planned PTO, it is the responsibility of the employee to request for PTO on a Request for Personal Time Off Form, preferably one month in advance. This gives the supervisor enough time to make arrangements for staffing and to meet the ratio requirements. Any time taken equal to or more than four (4) hours must be taken as PTO. The employee shall have the option to request any amount of paid or unpaid PTO if less than four (4) hours.

Note: Emergency Short-term PTO must NOT exceed one full workday without proper notification_ In case of an emergency short term PTO leave of one to ten days or less requires that the PTO request be documented and signed by the supervisor as soon as possible using the proper form. Note: Paid PTO will require certification of earned/accrued PTO time. This will certify the hours earned that allows payment of PTO.

e. Monetary Consideration for personal Time Off (PTO)

There shall be *no monetary* consideration *in lieu of taking* Personal Time Off or PTO. Upon separation of employment from MAOF all earned/accrued PTO will *be paid*.

f. Policy Rules Under Maximum Accrual of Unused Earned PTO Time

The maximum/limit of unused PTO time that the employee can accrue went into effect July 1, 2000, whereby the eligible employee is limited to the maximum accrual of the unused PTO time as listed below:

<u>Years Employed</u>	<u>PTO Earned Annually</u>	<u>Maximum /Limit of unused PTO</u>
1 to 5	up to 3 weeks	5 weeks
5 or more	up to 4 weeks	7 weeks

When the employee reaches the maximum/limit of unused PTO time allowed under this policy rule, be reminded that PTO must be taken before the employee can begin to accrue PTO again. A holiday occurring during PTO is counted as a paid holiday.

g. Annual PTO-Personal Time Off

PTO may be as vacation leave or other. Therefore, employees may accrue their PTO so it can be taken all in one increment or may with special consideration be split-up throughout one annual period after the anniversary date. Although the PTO is earned from the first day of employment, it is recommended that it be taken after the anniversary date.

h. PTO - Regular Full-time summer-off Employees on Layoff During Closure Period

Employees who are regular full-time summer-off employees do not accrue Personal Time Off or PTO during the lay-off during summer closure period. The anniversary hire date will not be adjusted. Exception: unless the employee is on an unpaid non-medical leave, the anniversary date may be adjusted.

i. PTO or Personal Time Off Request Submittal

Leave for earned/accrued PTO, must be submitted for approval. When PTO request is planned in advance, it is suggested that the employee submit their request for time off at least one month in advance. MAOF will provide employees with Request for Personal Time Off forms. The form must be completed and submitted to the immediate supervisor for first approval. Final approval will be given after the anniversary date and certification PTO time earned/accrued is verified. PTO will be subtracted from the employee's accrued PTO. Under no circumstances will leave for PTO is granted for more time than is earned/accrued. If additional unpaid PTO leave is needed after exhaustion of earned/accrued PTO a request may be made to management and may be approved in case by case circumstances.

j. Personal Time Off - Program Fiscal Periods

Whenever possible, employees should take their earned/accrued PTO within the program's fiscal period.

k. Seniority

Prior to approval of PTO seniority within each program will prevail on selected PTO dates.

l. PTO - Programs Closing Down

In cases where a specific program may be closed down due to lack of funding or other causes, all earned PTO shall be paid to the employee upon termination of program or PTO may be taken prior to the close of the program's operations.

m. PTO - Paycheck

Employees taking extended PTO time, may, upon written request, receive their PTO check for earned work time, at the time of the leave.

n. PTO - Carryover / Accruals

MAOF has a maximum of PTO time that can be accrued. If the employee has reached the maximum amount of PTO allowed, PTO must be taken before the employee begins to accrue again. (See section "f" above, for maximum accruals.

o. Unused PTO - Separation from MAOF

Employees who separate from employment with MAOF, for any reason, shall receive their earned payroll check for time worked and a check for all PTO time earned up to the time of separation.

ARTICLE XIX - SAFETY CONDITIONS

Employer and Employees both have a vested interest in providing a safe workplace and working in a safe manner and reporting any unsafe conditions in the workplace. The employer shall provide to employees all tools and equipment necessary to perform assigned responsibilities that meets appropriate safety standards set by State, Federal and CAL-OSHA agencies. Employees are encouraged to report any or all potentially unsafe working conditions.

1.1 A safety committee shall be created with an equal number of employees and employer representative, and meet quarterly to discuss safety work issues, prevent potential safety hazards, and maintain a safe work environment according to State, Federal and CAL-OSHA standards.

ARTICLE XX - TUITION REIMBURSEMENT

1.0 The Employer may grant tuition reimbursement, available in the appropriate program, to permanent qualified unit employees. Approval for reimbursement shall be obtained on the appropriate form signed by the Employer or designee before any expense is incurred by the employee. Approval shall be at the sole discretion of the Employer. It will not be unreasonably denied. If a request for reimbursement is not approved, the employee shall be entitled, upon request, to receive in writing the reasons for the disapproval.

2.0 All decisions by Management or the Funding Source, with regard to "approvals for reimbursement" shall not be subject to the Grievance Procedure. The employee may request a one-time meeting with management in regard to the reimbursement request and may be represented in this meeting by the Union, if the employee desire.

ARTICLE XXI - WAGES and SALARIES

(Please refer to Appendix A & B)

ARTICLE XXII - BENEFIT PLANS

1.0 **Health and Welfare:** MAOF sponsored Health Benefits (Medical, Dental, Vision and Life Insurance) shall continue as defined in Section V, paragraphs A, B, C, D, E, and F of the MAOF Policy and Procedures employee handbook dated with a Board Approval Date of August 2001. *At any time during the life of this agreement, if the Employer gets alternate quotes from other insurance carriers, the parties will meet to discuss amending this agreement.*

2.0 **Tax Sheltered Annuity Benefit** - MAOF has established a 403 (b) Tax Sheltered Annuity Benefit which shall continue as defined in Section V, paragraph 1 of the MAOF Policy and Procedures Employee Handbook dated with a Board Approval Date of August 2001. At such time as MAOF decides to change the Administrative Control of this Benefit, the Union shall be notified. Costs for any such change will not be assessed to the employee without prior negotiations with the Union.

3.0 **Changes in Benefit Plans** - At any time MAOF's lack of funding effects its ability to continue a benefit plan as it presently exists, the parties will meet to negotiate the effects of *such loss and amend this Agreement* accordingly.

4.0 **Workers' Compensation Insurance Benefits** -- All employees are covered under the Workers' Compensation Insurance Policy as described in Section V, Paragraph K of the MAOF Policy and Procedures Employee Handbook dated with a Board Approval date of August 2001.

5.0 **COBRA** --- Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), eligible employees or dependent may have continuation of coverage for a given period of time at their own expense under the Employer's health, dental and vision care plans in the even of termination of coverage.

ARTICLE XXIII - ENTIRE AGREEMENT

1.0 The Parties agree that this Contract is intended to cover all matters relating to wages, hours *an all other terms and conditions of employment and that during the term of the Agreement* neither the Employer nor the Union will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the Employer or the Union at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn. Nothing herein is intended to prevent the parties from meeting and negotiating during the term of this Agreement, pursuant to mutual consent

ARTICLE XXIV - TERMS AND CONDITIONS

- 1.0 **Term:** This Agreement shall become effective upon notification to the Employer of ratification by the bargaining unit and the Boards of Directors MAOF and shall remain in full force and effect, pursuant to its terms, to and including October 2, 2016 and thereafter extended on a day-to-day basis until canceled by either party upon ten (10) days' written notice.
- 2.0 **Successor Agreement** - Either party may, between 60 and 90 days prior to the expiration date of this Agreement, serve written notification upon the other party of its desire to terminate *the present Agreement and/or negotiate a successor Agreement*. If neither party submits *such* a timely notification, this Agreement shall remain in effect, beyond its present expiration date, for each successive year thereafter, until such timely notification is sent.

ARTICLE XXV- MILEAGE REIMBURSEMENT

- 1.0 Employees using personal vehicle for employer business (other than transportation from their home to and from work) shall be reimbursed for such usage at the rate authorized by the funding source for all miles driven performing their assigned duties and responsibilities.

ARTICLE XXVI-WORKING OUT OF CLASSIFICATION

- 1.0 Employees temporarily assigned** by their supervisor to a higher rated classification for one work day or more will be paid at the starting rate of the higher rated classification for the time worked in that classification.

APPENDIX A - WAGES

This agreement is made and entered into by the Employer and SEIU Local 99 for unit employees in MAOF.

All increases between Level I, Level II, Level III, Level IV and Level V are subject to appropriate funding by the Employer's sources. If at any time funding under a particular program falls short of the necessary funds to pay the levels set forth in Appendix C, the parties will go back to the bargaining table to review wage and benefit costs. Proposed Salary Scale to include Level IV and Level V.

COLA and Quality Improvement Funds may be granted to the employer with various instructions and specific restrictions. However, the parties agree that they will meet to negotiate the effects that any program funding change or increase in COLA or QIF may have on the economics of this Agreement. *Furthermore, the parties will continue to work on possible ways to increase wages for employees who will not receive any COLA and Quality Improvement Funds during the term of this agreement; i.e., State Pre-School, and CDC.*

Any save rate employee shall receive COLA and Quality Improvement monies. Any temporary employee hired into full time permanent status will receive the same amount of pay established in Appendix C.

Wage Re-openers: MAOF and SEIU Local 99 will negotiate wage re-openers for every year of this agreement.

**MEXICAN AMERICAN OPPORTUNITY FOUNDATION
SALARY SCHEDULE
Child Care Program**

Classification	Level I	Level II	Level III	Criteria for Level Increase
1. Teacher	\$13.21	\$13.78	\$14.46	Level I Teacher Permit; Level II after 1 year or Master Teacher Permit; Level III after 2 years
2. Associate Teacher	\$12.50	\$13.13	\$13.79	Level I Associate Teacher Permit; Level II after 1 year; Level III after 2 years
3. Teacher Assistant	\$10.31	\$10.52	\$10.72	Level I minimum 6 units in CD/ECE; Level II after 1 year; Level III after 2 years
4. TA with permit	\$11.61	\$12.18	\$12.79	Level I Child Development Associate Teacher Permit Level II after 1 year; Level III after 2 years
5. Documentation Clerk	\$12.26	\$12.50	\$12.75	Level II after 1 year; Level III after 2 years
6. Custodian	\$10.02	\$10.22	\$10.43	Level II after 1 year; Level III after 2 years
7. Homemaker	\$10.02	\$10.22	\$10.43	Level II after 1 year; Level III after 2 years
8. Floater - Teacher	\$13.24	\$13.89	\$14.58	Level II after 1 year; Level III after 2 years
9. Floater - Custodian	\$10.52	\$11.04	\$11.61	Level II after 1 year; Level III after 2 years
10. Floater - Homemaker	\$10.52	\$11.04	\$11.61	Level II after 1 year; Level III after 2 years
Rates are subject to availability of funding.				

**MEXICAN AMERICAN OPPORTUNITY FOUNDATION
SALARY SCHEDULE
State Pre-School Program**

Classification	Level I	Level II	Level III	Criteria for Level Increase
1. Teacher	\$13.09	\$13.63	\$14.32	Level I Teacher Permit; Level II after 1 year or Master Teacher Permit; Level III after 2 years
2. Associate Teacher	\$12.50	\$13.13	\$13.79	Level I Associate Teacher Permit; Level II after 1 year; Level III after 2 years
3. Teacher Assistant	\$10.21	\$10.41	\$10.62	Level I minimum 6 units in CD/ECE; Level II after 1 year; Level III after 2 years
4. TA with permit	\$11.49	\$11.73	\$11.96	Level I Child Development Associate Teacher Permit; Level II after 1 year; Level III after 2 years
4. Documentation Clerk	\$12.13	\$12.39	\$12.63	Level II after 1 year; Level III after 2 years
5. Custodian	\$9.93	\$10.14	\$10.32	Level II after 1 year; Level III after 2 years
6. Homemaker	\$9.93	\$10.14	\$10.32	Level II after 1 year; Level III after 2 years
8. Floater - Teacher	\$13.24	\$13.89	\$14.58	Level II after 1 year; Level III after 2 years
9. Floater - Custodian	\$10.52	\$11.04	\$11.61	Level II after 1 year; Level III after 2 years
10. Floater - Homemaker	\$10.52	\$11.04	\$11.61	Level II after 1 year; Level III after 2 years
Rates are subject to availability of funding.				

Please be advised that these are the base rates and the actual rates used for the double session Pre-School sites without the third session. These rates mirror State Pre-School base pay rates.

MEXICAN AMERICAN OPPORTUNITY FOUNDATION
SALARY SCHEDULE
Triple Session State Pre-School Programs
(Santa Ana Pre-School)

Classification	Level I	Level II	Level III	Criteria for Level Increase
1. Teacher	\$13.80	\$14.32	\$15.04	Level I Teacher Permit; Level II after 1 year or Master Teacher Permit; Level III after 2 years
2. Associate Teacher	\$12.50	\$13.13	\$13.79	Level I Associate Teacher Permit; Level II after 1 year; Level III after 2 years
3. Teacher Assistant	\$10.73	\$10.95	\$11.49	Level I minimum 6 units in CD/ECE; Level II after 1 year; Level III after 2 years
4. TA with permit	\$11.49	\$12.07	\$12.68	Level I Child Development Associate Teacher Permit Level II after 1 year; Level III after 2 years
5. Documentation Clerk	\$12.50	\$12.74	\$13.75	Level II after 1 year; Level III after 2 years
6. Custodian	\$10.41	\$10.62	\$10.86	Level II after 1 year; Level III after 2 years
7. Homemaker	\$10.41	\$10.62	\$10.86	Level II after 1 year; Level III after 2 years
8. Floater - Teacher	\$13.24	\$13.89	\$14.58	Level II after 1 year; Level III after 2 years
9. Floater - Custodian	\$10.52	\$11.04	\$11.61	Level II after 1 year; Level III after 2 years
10. Floater - Homemaker	\$10.52	\$11.04	\$11.61	Level II after 1 year; Level III after 2 years
Rates are subject to availability of funding.				

**MEXICAN AMERICAN OPPORTUNITY FOUNDATION
SALARY SCHEDULE
HEAD START PROGRAM**

Classification	Level I	Level II	Level III	Criteria for Level Increase
1. Head Teacher	\$20.90	\$21.43	\$232.51	Level II after 1 year; Level III after 2 years
2. Teacher II	\$19.89	\$20.90	\$21.96	Level II after 1 year; Level III after 2 years
3. Teacher Assistant/ Assistant Teacher	\$14.43	\$14.79	\$15.54	Level II after 1 year; Level III after 2 years
4. Home Visitor	\$17.53	\$18.42	\$20.84	Level II after 1 year; Level III after 2 years
5. FSA II	\$18.47	\$18.93	\$19.89	Level II after 1 year; Level III after 2 years
6. FSA I	\$12.75	\$13.07	\$15.16	Level II after 1 year; Level III after 2 years
7. Program Assistant	\$15.16	\$15.92	\$16.73	Level II after 1 year; Level III after 2 years
8. Custodian	\$13.07	\$13.40	\$14.08	Level II after 1 year; Level III after 2 years
9. Nutrition Aide	\$12.75	\$13.08	\$13.23	Level II after 1 year; Level III after 2 years
Rates are effective July 1, 2014, subject to availability of funding.				

Appendix B - HEALTH AND WELFARE PLANS

The Employer shall continue its current payment for Health and Welfare benefits during the term of this agreement. During such term any increase in costs or change in benefits to Health and Welfare proposed by the company shall be the subject of negotiations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their respective representatives:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 99

Date: _____	Name: _____
Date: _____	Name: _____
Date: _____	Name: _____
Date: _____	Name: _____
Date: _____	Name: _____
Date: _____	Name: _____
Date: _____	Name: _____
Date: _____	Name: _____
Date: _____	Name: _____
Date: _____	Name: _____

MEXICAN AMERICAN OPPORTUNITY FOUNDATION (MAOF)

Date: _____	Name: _____
Date: _____	Name: _____
Date: _____	Name: _____
Date: _____	Name: _____
Date: _____	Name: _____