

AGREEMENT  
BETWEEN  
ROSEMOUNT CENTER  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500

April 19, 2018 — January 31, 2021

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### Compliance with Legal and Contractual Requirements

The parties to this Agreement recognize and agree that they will be bound to the legal and contractual requirements of the Head Start Act, and all regulations promulgated thereunder, and all state and federal directives pertaining to the funding and/or administration of the Early Head Start/Head Start Programs (hereinafter, the "Obligations of the Head Start Program). With that in mind, the parties will make every effort to ensure that this agreement does not conflict with any of the Obligations of the Head Start Program.

Following the execution of this Agreement, if it is determined by the parties that any provision of this Agreement is in conflict with any of these Obligations, the conflicting provision will immediately be void, and the parties will immediately commence negotiations to replace the applicable provision with language that does not conflict with the Obligations of the Head Start program. The parties further agree that all other provisions of the Agreement which do not conflict with the Obligations of the Head Start program shall continue in full force and effect. In the event of an on-site review (s) which results in the Department of Health and Human Services requiring corrective action to correct deficiencies, the parties agree to comply with corrective action requirements (including deadlines established) and accept these corrective actions in the same way as all other Head Start and/or Grantee rules and regulations are treated in this Article.

Nothing in this Article shall preclude the Agency from requesting a change in its contract with the Rosemount Center if such change is necessary due to a conflicting provision between this Agreement and the grantee contract. Further, following the execution of this Agreement, the Agency shall not knowingly enter into a contract with the grantee that conflicts with a provision of this Agreement, unless the grantee makes the conflicting provision a required provision of the contract. In that instance the provisions of paragraph A will apply.

## ARTICLE I - EMPLOYEES

Section 1.1 -Recognition. The Rosemount Center (hereinafter “Center” or “Employer”) hereby recognizes the Service Employees International Union Local 500 (hereinafter “Union” or “SEIU 500”) as the exclusive representative of all full--time and regular part--time teachers, teacher aides, home educators, home visitors, family partnership specialists, Head Start teachers and aides, and any and all similar titles under Head Start, Early Head Start or any other grant program, substitutes who work in excess of 20 hours each week for 4 consecutive months, and cooks employed at the Center’s facility.

To the extent that any legal requirement of the Head Start or Early Head Start programs are inconsistent with the provisions of this Agreement, the legal requirements of the Head Start or Early Head Start program will prevail and supersede the Agreement.

For substitutes covered by this Agreement, the Center and the Union agree that they shall receive the same wage rate paid to full-time and regular part-time employees in the applicable job classification in which they are working, but will not receive paid holidays or accumulate leave unless they currently work a full (40 hour) work week and have done so for four (4) consecutive months. Substitutes shall not receive any other benefits contained in this Agreement, and shall not have any rights to, or legitimate expectations for, continued employment at the Center.

Substitute teachers hired from an outside agency are not covered by this Agreement.

Section 1.2 -Employee Defined. Whenever used in this Agreement, the term “employee” shall mean any regular full or regular part-time employee within the bargaining unit described in Section 1.1 above, and substitutes as defined in Section 1.1 who shall be considered “employees” only for purposes of determining their wage rates and holiday pay, in accordance with Section 15.1 (f) and Article XIII of this Agreement, and for purposes of union security and check-off, in accordance with Article X of this Agreement. The term “employee” excludes all other personnel employed by or connected with the Center, including but not limited to special/temporary employees, substitutes working 20 or fewer hours each week for 4 consecutive months, consultants, and contractors.

Section 1.3 -Probationary Periods. Each person newly appointed to a position in the Center or promoted from one position to another within the Center shall be required to serve a probationary period during which his/her suitability for and competence in the new position may be assessed by his/her supervisor. During this period, the Center shall encourage a participatory type of evaluation so that at the end of the probationary period, reasons for the decisions made will be understood by both the new employee and his/her evaluator.

a Employees new to the Center shall serve a probationary period of 90 working days.

b During this probationary period, the Center may terminate new employees at any time when it determines that the employee is unable or unwilling to perform his/her duties satisfactorily, or that his/her habits and dependability do not merit continuance in the employ of the Center or when a misrepresentation was made in his/her application, and the Center puts its

evaluations in writing. A new probationary employee to be terminated shall be given written notice of such termination 15 days prior to the termination date and this action may be appealed only if unlawful discrimination is alleged. In such cases, the appeal shall be processed in accordance with the EEO policies and procedures of the Center.

c Employees promoted from one position to another within the Center shall serve a probationary period of 90 working days. While in this probationary period, the employee shall not forfeit either his/her fringe benefits or seniority.

d Employees newly promoted shall be paid at the salary rate of the new position.

e When the newly promoted employee successfully completes the probationary period, his/her seniority held in the former position is ended.

f If the newly promoted employee fails to complete the probationary period successfully, he/she shall be returned to his/her former position and pay if the employee's former position is vacant, or another position for which the employee is qualified is vacant, and the employee desires to return or transfer to such a position. The seniority of an employee thus demoted will be that which it would have been had the employee never been promoted. If no positions are available or the employee declines to be demoted, the employee shall be given severance pay equal to three weeks' salary. An employee may contest an adverse decision regarding a promotion under this section using the procedures set forth in Article IX, provided, that severance pay will not be paid to an employee utilizing Article IX until those procedures have ended and only if the employee is not rehired.

g The Center may, at its discretion, following discussion with the Union, extend the probationary period for newly-hired employees or for promoted employees for an additional period of no more than sixty (60) working days.

Each newly appointed person within the bargaining unit shall become eligible for benefits such as paid leave at such time as he/she has successfully completed the specified probationary period. An employee will accrue annual leave and sick leave from the date of hire, but the employee may not request annual leave during the probationary period. Employees will become eligible for health insurance as of the day of hire.

Section 1.4 -Substitute Training. Substitutes for regular employees shall be given an orientation program, the substance of which shall be determined by a committee consisting of the Program Director and 2 teachers chosen by the Union, to introduce them to the goals and underlying philosophy of the Early Head Start and Head Start programs and the manner in which they are implemented, and to fundamental classroom procedures before they begin work at the Center for the first time, or before they begin work in a section of the Center in which they have no previous experience.

## ARTICLE II - NO DISCRIMINATION POLICY

The Rosemount Center does not discriminate against employees or applicants on the basis of their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity, family responsibilities, disability, matriculation, political



affiliation and veteran status. This policy of non-discrimination applies but is not limited to the following activities: recruitment, employment, promotion, demotions, transfers, layoffs, compensation, benefits, training, disciplinary actions, and all other terms and conditions of employment.

The policy of the Rosemount Center in this regard is consistent with the requirements of Presidential Executive Order 11246, Title VII of the 1964 Civil Rights Act, the Equal Pay Act of 1963, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Vietnam-era veterans Readjustment Act (S402), the Americans with Disabilities Act (ADA), the DC Human Rights Act of 1977, and the Uniform Services Employment and Reemployment Rights Act (USERRA).

### ARTICLE III - - MISCELLANEOUS

#### Section 3.1 -Dignity and Respect.

Rosemount Center and SEIU Local 500 affirm their commitment to maintain a partnership based on the principles of mutual respect, courtesy and dignity. The parties encourage mutual respect and courtesy between and among the Center, its employees, and SEIU Local 500 to ensure a collegial workplace. Employees who reasonably believe they are subject to behavior that undermines their dignity or respect should raise their concerns with an appropriate manager.

Section 3.2 -Information in Center. The Employer shall permit the Union to erect two bulletin boards, one in the mail room, and one in the staff lounge for use of information for employees. Only official Union notices, signed and dated by Union officials, shall be posted on the bulletin board. No Union information shall be posted anywhere on Center premises except on the official Union bulletin board, without prior clearance by the Director of the Center. Distribution of Union information to employees on Center premises shall be confined to non-working time and the following non-working areas of the Center: staff lounge, lavatories, parking lot, and exterior entrances. Union information also may be distributed in employee mail boxes on non-working time. One copy of all Union notices posted or distributed to employees anywhere on Center premises shall be provided to the Director of the Center. The Employer shall make available to the Union a list of names and addresses of Center parents who have agreed to be placed on a Union mailing list. All information distributed by or on behalf of the Union to Center parents shall clearly state that it is sent by the Union and not by the Center.

Section 3.3 -Use of Facilities. Employees shall be permitted to use during non-work time and regular Center hours (i.e., breaks and lunch) facilities in the staff lounge. The Employer also will provide reasonable access to food preparation facilities during lunch periods, provided that employee use of such facilities shall not disrupt the ongoing operation of the Center. Employees will clean the lounge and other facilities as necessary after using them.

Section 3.4 -Notification. When a person is interviewed for a position covered by this Agreement, the Employer will tell the potential employee that the Union is the collective bargaining representative. On the first full day of work, new employees will meet with a workplace leader or designated Union representative during regular working hours with full pay,

for no more than fifteen minutes. The Employer will send to the Union within two weeks of the first day of work the name and address of each new employee.

Section 3.5 -Access to Employees. Neither Union representatives nor any other visitor may visit classrooms or participate in classroom activities without prior authorization from the Program Director or his/her designee. Conferences between Union representatives and employee(s) shall not be held during the employee's working time, unless agreed otherwise by Center management. If a conference is held on the premises, said conferences must be within places arranged for with the Employer. Conferences shall not interfere with the care of children or with the orderly operation of the Center. The Employer recognizes that the employees have a right upon request to union representation in any interview or discussion that may involve or lead to potential discipline, regardless of when such discussion or interview occurs.

With forty-eight (48) hours advance notice to the Program Director or his/her designee, a Union representative may visit employees during their non-work hours (rest periods and after work) in the employee lounge. The Union representative may only be present during business days between the hours of 4:00 p.m. and 6:00 p.m. and must be accompanied by a staff member at all times, unless agreed otherwise by Center management. In the event a staff member is not available to accompany the Union representative, the Union representative should reschedule the meeting and notify Center management of that new date.

Should a Union representative need to investigate the possible filing of a grievance or actual filing of a grievance, twenty-four (24) hours notice will be given to the Program Director or his/her designee and permission will be granted for the Union representative to visit the Center. The Union representative must contact Center management upon his or her arrival at the Center.

Section 3.5A - Union Leave. The Union representatives on the negotiating committee (up to 4) will be provided with eight (8) hours of paid leave to participate in contract negotiations preparation. Actual time spent in contract negotiations shall also be paid up to sixteen (16) hours. The elected president or a designee shall be provided four (4) hours of paid union leave to prepare for arbitrations. Time spent by the elected president or designee in any grievance meetings or any arbitrations or hearings shall also be paid leave time and shall be in addition to the preparation time. In addition, leave will only be granted to the extent possible and consistent with licensing requirements.

Section 3.6 -Time off for the Judicial Process. An employee will be granted time off, to comply with a subpoena to appear in Court or before a Judge, any legislative committee, any officer, board or body authorized to conduct any hearing or inquiry, or for jury service. If an employee serving jury duty is paid less than his/her regular pay rate with the Center for a like period of time, the Center shall pay the employee enough to bring his/her compensation during such jury duty up to his/her regular pay rate. The employee is required to provide valid proof of such jury duty and the amount received as juror's fees upon request of the Center.

The receipt of a subpoena or notice to report for jury duty shall be reported to the Director immediately and the Center may request that the employee be excused or exempted from jury service if, in the opinion of the Center, that employee's services are essential at the

time of the jury duty. The employee will be expected to report for work at the Center if full-time jury duty is not required on any given day.

Section 3.7 -Distribution of Contract. Upon final ratification and approval of this Agreement, the Employer shall have the agreement typed in English and Spanish, and shall provide the Union with one copy of each. The English version shall be the official version, in all events.

Section 3.8 -Personnel Files. Employees shall have the right to review their personnel file by (1) appointment on their own time or (2) with a member of management or designee present. Rosemount shall schedule the appointment at a mutually agreeable time within three (3) days of an employee request.

Employees may request a copy of their personnel file. Such requests must be in writing, and must be signed and dated by the employee. Employees also may authorize the Union to obtain a copy of their personnel file provided the written request is original, signed, and dated by the employee. The Center shall respond to these requests in a reasonable amount of time.

Employees shall receive a copy of any material that may be used as grounds for discipline at the same time it is being placed in their personnel file. A copy of any written disciplinary action issued to an employee shall be signed by management. The employee shall also sign the written disciplinary action for the sole purpose of acknowledging receipt of the written discipline.

Section 3.9 -Hiring Input. The Employer recognizes the value of staff input in decisions concerning the hiring of bargaining unit personnel. A designated workplace leader shall be invited to serve on the Rosemount Center Personnel Committee, and shall participate, where able, in the hiring of new personnel. The Personnel Committee shall work with the Center's Policy Council during the selection process.

Section 3.10 -Past Practices. Unless otherwise addressed in this Agreement, past practices of the Employer and the employees in effect since January 1, 1982 shall remain in effect.

Section 3.11 -Supervision of Family Members. An employee of the Center shall not hold a job over which a member of his/her immediate family exercises supervisory authority.

a. A member of an immediate family shall include any of the following:

Husband	Wife
Father	Father-in-law
Mother	Mother-in-law
Brother	Brother-in-law
Sister	Sister-in-law
Son	Son-in-law
Daughter	Daughter-in-law
Stepson	Stepdaughter

b. This policy may be waived only if no other qualified person can be found to fill the position adequately.

Section 3.12 -Social Security Benefits. To provide social security benefits, each employee shall have his/her share deducted from his/her paycheck and the Center will pay the employer's share based on the rates established by law. These benefits apply to all employees.

Section 3.13 -Workers' Compensation. Each employee shall be protected by the Center's Workers' Compensation Policy. The total cost of this policy is borne by the Center. The Center will provide a copy of the Workers' Compensation Policy to each existing employee, will provide a copy of the Workers' Compensation Policy to all new hires and will have a copy available for review by employees in the Chief Financial Officer's office.

Section 3.14 -Classroom Materials. The Employer recognizes the value of staff input in decisions regarding the purchase of classroom materials for the care and teaching of the children, and agrees to accept from unit employees recommendations regarding the purchase of classroom materials for use in their particular classrooms. In order for a recommendation to be considered, the employee must describe and submit to the Center in writing: the materials requested, the reasons for the request, and how the materials will be used to meet the developmental needs of the children. The Employer will do its best to give employees advance information at its disposal regarding available classroom materials. As the Center is bound by 45 C.F.R. § 1304.53(b) concerning the purchase of classroom equipment, materials, and furniture, the Employer's decision regarding the purchase of classroom, materials shall be final.

Section 3.15 -Joint Meetings. In an effort to promote more harmonious employer-employee relations, upon request, but no more than twice each calendar year, Center Management will meet directly with unit employees in a group setting to discuss matters of interest relating to management and employees. Center Management, at least one member of the administrative staff and two Union members will meet two weeks in advance of the meeting to set the date of the meeting, and the agenda. Once a meeting is scheduled, the date shall be changed only by mutual agreement of Center Management and the Union members responsible for the meeting. The meeting shall be held at the Center after working hours and attendance shall be mandatory for all unit employees who shall receive compensation for attendance, and have leave deducted for non-attendance. The Union acknowledges that if direct meetings are held with employees it will not charge the Employer with bypassing the Union in derogation and of its role as exclusive bargaining representative. Further, the Union acknowledges that joint meetings may not be used as a vehicle to "reopen," without the consent of both parties, terms and conditions of employment discussed in the negotiations or contained in the Agreement or any mandatory subject of bargaining not specifically referred to or covered in the Agreement, consistent with the provisions of Section 25.4 of this Agreement.

Section 3.16 -General Meeting And Schedule Of Events.

The Center shall conduct bimonthly General Staff meetings to discuss Center activities and events of interest to the Center Staff. The meeting will be conducted on two consecutive days at different times for not more than one hour. Bargaining unit employees' attendance on one of the two days is mandatory.

The Center shall publish a monthly schedule of center events and distribute it to all bargaining unit employees.

### Section 3.17 -Joint Labor-Management Committee.

The Rosemount Center and SEIU 500 share a joint commitment to promote and foster constructive labor management relations between the parties.

The parties agree to form a Joint Labor-Management Committee made up of four (4) representatives designated by the Union and up to four (4) representatives designated by the Rosemount Center. The Committee will serve as a forum for the discussion and the collaborative resolution of issues, which are matters of mutual interest or concern between the parties.

The Committee will meet by mutual agreement as needed during regular working hours at times that will not interfere with the implementation of programs.

### ARTICLE IV - PAY PERIODS & PAYROLL

Section 4.1 -Pay Period Defined. The pay period for all employees shall be two weeks. Pay periods extend from Friday of the first week to the following second Thursday.

Section 4.2 -Paychecks. All employees will be paid by check. Pay checks will be issued to employees no later than the Wednesday following the close of the pay period. When the date of payment falls on a holiday, the date of payment will be the workday preceding the regular date of payment. When an employee fails to pick up his/her check at the designated place, date and time, the check will be mailed to an address supplied by the employee unless the employee has made other prior written arrangements with the fiscal officer.

Section 4.3 -Time & Attendance Records. Each employee shall submit a verified and accurate Time and Attendance Record to his/her immediate supervisor on the Thursday prior to the pay day. If the employee is absent on the Thursday prior to the pay day, the employee shall call his/her supervisor or the receptionist, or inform the supervisor in advance in writing, to verify the Record. A payroll check will not be issued for unverified workdays until a verified Record is submitted.

Section 4.4 -Deductions. Where applicable, the following deductions shall be withheld from each employee's paycheck:

1. Federal Income Tax (withholding)
2. State Income Tax (withholding)
3. Employee's share of FICA (Social Security Benefits)
4. Insurance
5. Union dues and fees
6. Rosemount child care fees

7. Employee 401(k) contributions.

## ARTICLE V - HOURS OF WORK AND ATTENDANCE

Section 5.1 -Regular Work Shift . The regular work shifts will be determined by Center management. The work day includes one sixty-minute lunch period (thirty minutes unpaid and not counted as hours worked; thirty minutes paid). In no event can a paid break be taken at the beginning or end of a work-shift except where approved by Center Management. Supervisors will schedule work as necessary to maintain operating efficiency and optimum child care.

Section 5.2 -Work Week. The normal work week shall be Monday through Friday and the normal workday shall consist of seven and one-half hours. Because of program needs, some position schedules will deviate from the normal work week, but will remain within the 37 1/2 hour per week structure.

Section 5.3 -New Hires. The Center reserves the right to reduce the hours of new hires who are replacements for former employees in bargaining unit positions.

Section 5.4 -Attendance. Employees shall report ready for work at their job locations and quit work at their job locations at the time designated by the Center, at the beginning and end of their regular work day, unless expressly assigned to overtime by the Center.

Tardiness, absenteeism, and failure to comply with other attendance rules will result in discipline. Any employee who is absent from his/her place of work for three or more consecutive workdays may be deemed to have vacated his/her position and may be dismissed from said position unless a leave of absence is subsequently determined to be applicable and is granted in accordance with this contract. An employee who is absent without leave shall not be paid for the time that he/she is absent.

Section 5.5 -Assignments. The Center reserves the right to change an employee's assignment or schedule when necessary to maintain operating efficiency and/or optimum child care. Once the Center decides to make a change, it will provide oral notice of the decision, including a basis for its decision, forthwith to the affected employee.

Section 5.6 -Medication. Except during emergencies, teacher assistants in the Infant/Toddler and Pre-School Programs shall not be required to administer medication to children. Teachers in the Infant/Toddler and Pre-School Programs shall not be required to administer medication to more than one child per day, and shall not be required to administer medication to any child unless he or she is chronically ill or has a letter or note from a doctor stating that the medication must be administered during the child's hours of attendance at the Center. For purposes of this Agreement, a chronically ill child is defined as one to whom medication needs to be administered at the Center each day, or one considered chronically ill by the attending physician and needing medication on a regular basis.

It is the Center's responsibility to maintain medication records and ensure that a teacher is not required by Center personnel, except during emergencies, to administer medication to more than one child per day. Except during emergencies, no medication will be administered unless the procedures established by the Center are followed.

The Center will maintain at least the minimum liability insurance required by law, to cover teachers and other unit staff who administer medication under this section.

## ARTICLE VI - SENIORITY

Section 6.1 -Definition of Seniority. Seniority is defined as the length of time a regular full-time or regular part-time employee has been continuously employed at the Center. No employee shall have seniority or any other rights under this contract until the completion of his or her probationary period.

Section 6.2 -Placement on Seniority List. Upon an employee's completion of the probationary period, he or she shall be placed on the seniority list with a date to coincide with his or her date of hire. As between any two or more employees with the same seniority date, seniority shall be determined by an impartial process such as tossing a coin or drawing numbers.

Section 6.3 -Termination of Seniority. Continuous length of service shall be broken and the employment relationship deemed terminated by resignation, discharge or absence beyond periods for which a leave of absence has been granted. An employee who separates from employment with the Center and is re-hired by the Center within nine months of his or her separation from employment will regain the position on the seniority list he or she held at the time of separation from employment. Nothing in this section will in any way infringe upon the Center's right to solely make hiring decisions.

Section 6.4 -Posting of Job Vacancies. All job vacancies at the Rosemount Center including new and/or statutory positions shall be posted by the Employer for application by bargaining unit employees. Bargaining unit employees shall have five working days to bid on jobs and shall apply by filing a written Request with Center Management. All job vacancies shall list the required qualifications, skills and salary range being considered.

Section 6.5 -Role of Seniority in Personnel Decisions. All promotions and reductions-in-force will be based on competence and job performance without regard to seniority order. In selecting employees for transfer and other assignment, however, seniority shall be the primary determining factor provided the candidates are equally qualified in all other respects.

In the event the employer selects an employee out of seniority order, the employer must support such selection by a "skip memo." Skip memos which do not relate to the competence (including ability and/or other qualifications) and/or the satisfaction of prior service shall not be permitted. The employee bypassed and the Union must be provided with copies of the "skip memo" within 3 days of the decision.

Section 6.6 -Bargaining Unit Lists. The Employer shall provide the Union with a current alphabetical unit list at least once each quarter on or about January 31, April 30, July 31, and October 31, with the information contained below:

- Employee ID / Payroll ID #;
- First and Last Name;
- Contact information (current mailing address, email address and phone numbers (work and personal when available));
- Job classification and/or title;
- Date of hire.

Nothing in this section shall operate to limit the Union's right to information to which it may be entitled by law. To the extent feasible, the information noted above shall be provided to the Union in an Excel or CSV file.

## ARTICLE VII - MANAGEMENT FUNCTIONS

All management functions and responsibilities which the Center has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Center. Nothing in this Article or the amendment thereof is intended to decrease, weaken or lessen the Center's reserved rights from those reserved rights held by the Center in the 1984-1986 Agreement between the parties.

## ARTICLE VIII - EMPLOYEE CONDUCT DISCIPLINE AND DISCHARGE

### Section 8.1 -Anti-Harassment Policy.

1. **Statement of Philosophy.** The Rosemount Center has a longstanding commitment to a work environment that respects the dignity and worth of each individual. Inappropriate workplace behavior and unlawful harassment create conditions that are wholly inconsistent with this commitment. The purpose of the policy set forth below is not to regulate the personal morality of employees, but rather to foster a work environment that is free from all forms of harassment, whether that harassment is because of race, color, gender, age, religion, national origin, disability, veteran status, sexual orientation, gender identity or any other characteristic protected by law.

2. **Discriminatory Harassment Prohibited.** Discriminatory harassment, including sexual harassment, will not be tolerated by Rosemount. This policy applies to all harassment occurring in the work environment, whether on Rosemount's premises or in any Rosemount-related setting, and applies regardless of the gender of the individuals involved. This policy covers all employees of Rosemount, including applicants for employment and third parties over whom Rosemount has control.

3. **Sexual Harassment Defined.** For purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:



- submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment; or
- submission to or rejection of such condition is used as the basis for employment decisions affecting the individual; or
- such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Some examples of what may constitute sexual harassment are: threatening to take or taking employment actions, such as discharge, demotion or reassignment, if sexual favors are not granted; demands for sexual favors in exchange for favorable or preferential treatment; unwelcome and repeated flirtations, propositions or advances; unwelcome physical contact, whistling; leering; improper gestures; tricks; horseplay; use of stereotypes; offensive, insulting, derogatory or degrading remarks; unwelcome comments about appearance; sexual jokes or use of sexually explicit or offensive language; gender- or sex-based pranks; and the display in the workplace of sexually suggestive objects or pictures. The above list of examples is not intended to be all-inclusive. Care should be taken in informal business situations, including Rosemount functions, parties, and business trips.

4. Other Harassment Defined. For purposes of this policy, other harassment is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, gender, age, religion, national origin, sexual orientation, gender identity, disability, veteran status or any other characteristic protected by law, and that:

- creates an intimidating, hostile or offensive work environment; or
- unreasonably interferes with an individual's work performance.

Some examples of harassment are: using epithets or slurs; mocking, ridiculing or mimicking another's culture, accent, appearance or customs; threatening, intimidating or engaging in hostile or offensive acts that focus on an individual's race, color, gender, religion, national origin, sexual orientation, disability, veteran status or any other characteristic protected by law, including jokes or pranks; the displaying on walls, bulletin boards or elsewhere on Rosemount's premises, or circulating in the workplace, of written or graphic material that denigrates or shows hostility or aversion toward a person or group because of race, color, gender, age, religion, national origin, sexual orientation, disability, veteran status or any other characteristic protected by law. The above list of examples is not intended to be all-inclusive.

5. Consensual Relationships. Consensual romantic and/or sexual relationships between an employee with supervisory authority and any subordinate, including one not directly under the supervisor, will compromise Rosemount's ability to enforce its policy against sexual harassment. Consequently, if such relationships arise, they will be considered carefully by Rosemount, and appropriate action will be taken. Such action may include a change in the responsibilities of the individuals involved in such relationships or transfer of location within Rosemount to diminish or eliminate the supervisory relationship and workplace contact that may

exist. Any supervisory employee involved in such a relationship is required to report the relationship to his or her supervisor, and to the Program Director.

6. Reporting Discriminatory Harassment. Rosemount strongly encourages the prompt reporting of all incidents of discriminatory harassment. If an employee believes that he or she is being harassed or has observed harassment, Rosemount encourages the employee to notify promptly the supervisor or, if not practical, the Program Director, or his/her designee. If, at any time, an employee feels it would be unreasonable to use this procedure to report harassment because of unusual or unique circumstances, Rosemount encourages the employee to discuss such concerns with the Board of Directors. Rosemount recognizes the right of employees to contact the Union concerning matters of discrimination. In the event the Union receives notice of alleged discriminatory harassment or other matters concerning discrimination, it shall immediately notify the Center.

7. Investigation. When an employee reports harassment as specified above, Rosemount will undertake a prompt investigation appropriate to the circumstances. The steps to be taken during the investigation cannot be fixed in advance, but will vary depending upon the nature of the allegations. Confidentiality will be maintained throughout the investigation process to the extent practicable and consistent with Rosemount's need to undertake a full investigation.

If, at any time, an employee feels it would be unreasonable to use this procedure to report harassment because of unusual or unique circumstances, Rosemount encourages the employee to discuss his/her concerns with a member of the Board of Directors.

8. Resolving the Matter. Upon completion of the investigation, appropriate remedial action will be taken, if necessary and supported by the facts. Remedial action may include oral or written counseling, referral to formal counseling, disciplinary suspension or probation, or discharge from Rosemount.

9. Nonretaliation. An individual who reports incidents that the employee, in good faith, believes to be violations of this policy, or who is involved in the investigation of harassment, will not be subject to reprisal or retaliation. Retaliation is a serious violation of this policy and should be reported immediately. The report and investigation of allegations of retaliation will follow the procedures set forth in this policy. Any person found to have retaliated against an individual for reporting discriminatory harassment or participating in an investigation of allegations of such conduct will be subject to appropriate disciplinary action.

10. Training. To assure that employees understand this policy and their obligations under it, Rosemount periodically will conduct training relating to the policy and its implementation.

11. Communication. This policy is part of Rosemount's overall commitment to open communication. Rosemount encourages any employee with workplace concerns of any nature (including, but not limited to, any alleged discrimination) to bring those concerns to the attention of the Program Director.

Section 8.1.1 - Employee Declaration. All current and prospective Center staff members shall, pursuant to Head Start Standard 1301.31, sign a declaration describing:

1. All pending and prior criminal arrests and charges relating to child sexual abuse and their disposition;
2. All convictions relating to other forms of child abuse and neglect; and
3. All convictions for violent felonies.

A current declaration shall be kept in the staff member's personnel file at all times and maintained on a confidential basis.

Section 8.2 -- Drug-Free Workplace Policy.

The illegal use, sale or possession of narcotics, drugs or other controlled substances on the Rosemount Center, or off Rosemount Center, premises while conducting Rosemount business will render an employee subject to immediate suspension or termination. The use of alcohol while on the job is prohibited. Employees agree to notify the Center Management of any criminal drug statute conviction that occurs during a period of time he/she is employed at Rosemount Center no later than five days after the conviction.

Section 8.3 -Serious Offenses.

Employees may be disciplined or discharged for just cause. Certain serious offenses, including, but not limited to, the following, shall constitute just cause for discharge and may result in discharge without any advance notice:

- (1) Abuse and/or neglect of children;
- (2) Any physical discipline of a child, such as striking, hitting, shaking or causing any undue harm;
- (3) Unauthorized possession or use of alcohol and/or possession or use of illegal drugs during work hours or while at the Center, or while officially representing the Center;
- (4) Absence for 3 consecutive workdays without notifying the Center during the absence;
- (5) Theft;
- (6) Possession of weapons on Rosemount premises;
- (7) Violation of no-strike provision.

Notice and reasons for discharge will be given to the terminated employee and the Union in writing.

Section 8.4 -Other Cause for Discipline.

In recognition of the principle of progressive discipline, for lesser offenses including, but not limited to, those listed below, an employee may be subject to:

(1) a first written warning stating (a) the incident (what happened); (b) the reason for the discipline; (c) what performance is expected; and (d) what will take place in the future if performance is not corrected.

(2) a second written reprimand for any subsequent misconduct. A second reprimand may include a suspension without pay.

(3) Discharge for any subsequent misconduct.

Depending on the severity of the offense, the Employer may omit one or more steps in the progressive discipline sequence. The following offenses shall constitute just cause for discipline or discharge:

- (1) Gross negligence;
- (2) Misconduct or any action while on or off duty which reflects adversely on the Center;
- (3) Fighting or attempting to injure others;
- (4) Falsifying records;
- (5) Intentional destruction of the Center's property;
- (6) Gambling on the Center's premises;
- (7) Dishonesty or untruthfulness;
- (8) Unethical conduct;
- (9) Insubordination;
- (10) Violation of Center policy or rules;
- (11) Willfully exceeding an authorized leave of absence;
- (12) Inefficiency;
- (13) Failure to meet work standards;
- (14) Repeated tardiness;
- (15) Dangerous horseplay;

- (16) Discourtesy to parents, children, visitors or other employees;
- (17) Sleeping during work hours.

Section 8.5 -Acceptance of Gifts or Gratuities. Employees of the Center are prohibited from accepting gifts of money, goods, services or gratuities which are of any significant material value from any person who receives benefits or services from the Center, who may be doing direct contracting with any of the activities or functions of the Center, or who is otherwise in the position to benefit directly or indirectly from any action by an employee of the Center.

Section 8.6 -Unlawful Demonstrations. An employee of the Center, while on duty and working in the performance of his/her employment responsibilities may not plan, initiate, participate in, or in any way assist in the conduct of any unlawful demonstration, riot, or civil disturbance.

Section 8.7 -Political Issues. Employment in the Center may not be offered as a consideration or reward for the support or defeat of any political party, contending factions, or groups, or candidate for public office. Activities of the Center and its Employees during working hours shall not be conducted in a manner supporting or resulting in the identification of the Center's programs with (1) any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity. Employees with questions relative to partisan political activity are encouraged to discuss such questions with Center management.

Section 8.8 -Disciplinary Suspension, Demotion, Transfer. Disciplinary suspension without pay is not to exceed 10 working days in any six-month period. An employee may be demoted for disciplinary reasons only if he/she meets the qualifications of the lower position, and such demotion shall not be made if any employee in good standing in the lower grade would be terminated by reason of such demotion. An employee may also be transferred for disciplinary purposes, if the transfer will not result in a displacement of another employee in good standing. This section does not govern suspension pending criminal investigation or trial, which is governed by Article XXII.

Section 8.9 -Disciplinary Probation. A regular employee whose performance is unsatisfactory may be placed on disciplinary probation. The reasons for this action will be given in writing, and the employee will be given a reasonable amount of time to cure the deficiencies. This time may be extended for up to 30 days if the employee is notified of this extension at least 7 days prior to the expiration of the original period. Copies of the notices and the final disposition shall become a part of the employee's personnel file. If the employee fails to cure the deficiencies during the probationary period, the employee may be subject to further discipline or termination.

Section 8.10 -Communications With Parents. No employee shall be disciplined on the basis of a parent complaint unless the employee has been given an opportunity to rebut, comment on, or clarify the statement or accusation made by the parent. The Center and the Union agree that in general parents should be encouraged to address complaints about staff directly to the employee(s) involved. This procedure is in addition to, and does not supersede, the procedures of Article IX should discipline be taken against the employee based on a parent complaint. This

procedure shall not limit the Center's ability to reassign temporarily an employee while an investigation of alleged misconduct is pending.

The Center and the Union agree that direct communications with each other are a necessary first step in resolving differences or misunderstandings that may develop during the term of this Agreement. Hence, employees shall not take complaints about the Center's operations directly to parents without first addressing the complaint to appropriate supervisory personnel within the Center, and giving them a reasonable period to respond. Likewise, the employer shall not take complaints about employees directly to parents without first addressing the complaint to the employee. This procedure is in addition to, and does not supersede, the grievance procedure set forth in Article IX of this Agreement.

#### ARTICLE IX - GRIEVANCE AND ARBITRATION

Rosemount Center and the Union agree that the prompt adjustment of a grievance is essential. Should any question arise over the interpretation or application of this Agreement every effort shall be made to settle the matter as soon as possible in accordance with the grievance procedure outlined below.

A grievance may be submitted by any employee, or by the Union on behalf of any employee(s) or its institutional interests. It shall be the goal of the Union and Rosemount Center to resolve grievances at the lowest level possible.

A. Definition. Any grievance or dispute arising between the parties regarding the terms of this Agreement may be taken up in accordance with the steps outlined below.

B. Steps of Grievance Procedure.

Step One: An employee who believes that he or she has a grievance shall first verbally present the grievance or complaint on an informal basis to the employee's immediate supervisor or designee. The employee may be accompanied by a Union representative at this meeting.

Step Two: If the grievant is not satisfied with the disposition at Step One or if the Supervisor does not respond, he or she may present the grievance to the Union for review and if the Union deems the grievance to be meritorious the Union shall file a written grievance with the Program Director within fifteen (15) calendar days after the incident or condition which gave rise to the grievance was known or should have been known by the employee. The written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signature of the affected employee and/or the Union. Rosemount Center shall have ten (10) working days from the date the written grievance is presented in the Second Step to provide a written response to the Union. If Rosemount Center fails to respond within the time limits specified the grievance may be advanced to the next step of the grievance procedure.

Step Three: If the grievance is not satisfactorily settled at Step Two, the Union may appeal it in writing to the Chief Operating Officer within five (5) workdays after receiving Rosemount's Second Step written response. At a reasonable mutually acceptable date and time the Chief Operating Officer shall meet with the Union and employee in an attempt to resolve the

grievance. Rosemount Center will give a written response to the Union within ten (10) calendar days after the conclusion of the meeting between the parties. Grievances involving discharge of the employee will be filed at the Third Step of the grievance procedure within fifteen (15) calendar days of the date of the discharge.

Step Four: If the grievance is not resolved after the Step Three response, the Union may initiate arbitration by filing a written notice of such decision with the Chief Operating Officer after receipt of the Step Three response. Written notice initiating arbitration must be filed within fifteen (15) days after receipt of the Step Three response.

The parties may mutually agree, in writing, to extend time limits once in Steps Two, Three or Four. If Rosemount Center fails to comply with the grievance time limits at any Step, the grievance shall proceed to the next Step. If the Union and/or employee fail to comply with the grievance time limit in Steps Two or Three, the grievance shall be settled upon the basis of Rosemount Center's last response without precedent and all further proceedings are waived.

C. Arbitration.

1. Upon filing its notice to arbitrate with the Chief Operating Officer, the Union shall request a panel of ten (10) arbitrators from the American Arbitration Association or the Federal Mediation Conciliation Service. The arbitrators shall be chosen by both parties by the alternate strike method. If either party is dissatisfied with the first panel, they shall request a second panel of arbitrators.

2. The parties may mutually agree to use the services of the Federal Mediation and Conciliation Services to mediate a settlement to the grievance prior to the arbitration hearing.

3. The arbitrators shall not have the authority to add to, subtract or modify in any way the provisions of this Agreement. The arbitrator shall have jurisdiction only over the matter(s) submitted. The decision of the arbitrator shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding.

4. The arbitrator's fees and expenses, and the cost of any hearing room, shall be shared equally by both parties.

D. Final and Binding.

The Grievance procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the Center and the Union and/or between the Center and the employee(s). All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union

and the Center shall be final, conclusive and binding on the Center, the Union and the employees.

E. The Center and the Union may, by mutual agreement, waive any steps in the grievance procedure in order to expedite the processing of a grievance.

## ARTICLE X - UNION SECURITY AND CHECK-OFF

Section 10.1 -- Section 10.1 Union Dues and Fees. The Center agrees that employees now in the bargaining unit shall on or after thirty (30) days from the signing of this Agreement, and any employees employed after the signing of this Agreement shall on or after thirty (30) days after the date of their employment, or, in the case of substitutes, on or after thirty (30) days after they become covered by this Agreement, pay Union dues and fees as a condition of continued employment.

Section 10.2 -- Notification of Arrearage. The Union shall notify the Center and affected employee in writing of the a name of any employee in the unit who is 30 days in arrears in payment of membership dues, Employees who fail to comply with the requirement of paying membership dues within 30 days of such notice shall be terminated from employment, and shall have no rights to reinstatement under this Agreement.

Section 10.3 -- Check-Off Authorizations. The Center agrees that if a majority of bargaining unit employees present check-off authorizations in the form set forth on Appendix A attached hereto, the Center will deduct monthly from those employees' earnings the amount of periodic dues (and initiation fees, where appropriate) uniformly required as a condition of acquiring or retaining membership in the Union. The Center will remit said deductions together with a list of employee's names for whom deductions have been made to the Union within 30 days after their deduction.

Section 10.4 -- Authorizations Irrevocable. The authorization statements referred to in Section 10.3 shall be irrevocable for a period of one year, or until the termination date of this Agreement, whichever occurs sooner.

Section 10.5 -Indemnification. The Union shall indemnify and hold the Center harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Center for the purpose of complying with any of the provisions of this Article, or in reliance on any notice furnished under any of such provisions.

## ARTICLE XI - LEAVE WITH PAY

### Section 11.1 -- Annual Leave.

A. Annual leave will accrue for all regular employees as defined below, and may be taken by those who have completed their probationary period. Employees classified as "substitutes" do not accrue annual leave or sick leave. For purposes of this section and Section 11.2, a part-time employee is any employee who is scheduled to work fewer than forty (40) hours in each work week.

(a) Regular full-time employees working eighty (80) hours per pay period with fewer than three years of service will earn twelve (12) days per year.

(b) Regular full-time employees working eighty (80) hours per pay period with more than three years of service will earn sixteen (16) days per year.



(c) Regular full-time employees working seventy five (75) hours per pay period with more than three years of service will earn sixteen (16) days per year.

(d) Regular part-time employees working 30 to 59 hours per pay period will earn five (5) days per year.

(e) Regular part-time employees working 16 to 29 hours per pay period will earn three (3) days per year.

(f) Employees working fewer than sixteen (16) hours per pay period will not accrue annual leave.

B. New Employees. Annual leave will accrue for all regular employees hired after November 1, 2012 as defined below, and may be taken by those who have completed their probationary period.

(a) Regular full-time employees working eighty (80) hours per pay period with fewer than three (3) years of employment will earn 8 days per year.

(b) Regular full-time employees working eighty (80) hours per pay period with more than three (3) years of employment will earn 12 days per year.

(c) Regular full-time employees working eighty (80) hours per pay period with five (5) years or more of employment will earn 16 days per year.

The Center will require employees to use leave on an annual basis without carrying over large balances to the following year. The anniversary date used to calculate permissible annual leave accruals will be September 1st, or the end of the pay period closest to September 1 that completes the work period predominantly in the last two weeks of August. Each full-time employee may carry over one week of annual leave to the next year. Regular part-time employees working 60 to 79 hours may carry over three (3) days of annual leave. Regular part-time employees working 30 to 69 hours may carry over two (2) days of annual leave. Regular part-time employees working 16 to 29 hours may carry over one (1) day of annual leave.

The Center recognizes that employees wish to carry forward annual leave to the following summer every other summer for long vacations or to visit the employee's homeland. Management does not wish to thwart this practice. Employees may carry forward one week of leave from the previous year, accrue three or more weeks in the ensuing year, and continue to manage a balance of annual leave for up to four consecutive weeks or twenty (20) days. Requests for such consecutive leave must be submitted in writing thirty (30) working days in advance of the expected leave period unless the leave is requested for a family emergency or medical reasons. In that case, an employee must submit a written request for annual leave three (3) working days in advance of the expected leave period.

Annual leave will not accrue for any period that the employee is on leave without pay; although time in employment will be included in an employee's years of service for purposes of determining annual leave eligibility.

An employee must submit a written request for annual or scheduled sick leave in accordance with the following schedule:

Leave Period	Notice Required
1-5 days	5 working days
6-10 days	10 working days
11-15 days	15 working days
16 or more days	20 working days

In all cases, employees should coordinate annual leave requests with their colleagues and with Center management to ensure coverage for children. For annual leave during June, July, and August, employees must make written requests not less than four weeks in advance. Priority for leave requests will be determined by the needs of Center management.

Section 11.2 -Sick Leave. Sick leave will accrue for all regular employees, including probationary employees, in hourly increments, in accordance with the following:

- (a) Regular full-time employees working 80 hours per pay period will earn 3.69 hours of sick leave per pay period or 12 days per year.
- (b) Regular employees working 60 to 75 hours per pay period will earn 2.77 hours of sick leave per pay period or 9 days per year.
- (c) Regular part-time employees working 40 to 60 hours per pay period will earn 2 hours of sick leave per pay period or 6.5 days per year.
- (d) Regular part-time employees working up to 60 hours per pay period will earn one hour of sick leave for every 43 hours worked, up to 5 days per year. Regular part-time employees working up to 60 hours per pay period may roll over any unused sick days to the following year but will not use more than five (5) total sick days in any year.
- (e) A maximum of 720 hours (or 90 days) of sick leave may be accrued by an employee. Sick leave does not accrue during a leave of absence and an employee will not be paid for unused sick leave upon separation from Rosemount Center.
- (f) An employee who has taken approved annual leave may not convert that approved annual leave to sick leave retroactively after returning to Rosemount Center.
- (g) Emergency Sick Leave - if an employee becomes ill and uses the total sick leave balance during that period of illness, available annual leave can be used for the remainder of the pay period upon satisfactory proof of illness to the Program Director.

Section 11.2(A) - Sick Leave Bank. Employees shall be permitted to donate accrued sick leave to fellow employee(s) who have a “serious health condition” (as that term has been defined and applied pursuant to the Family and Medical Leave Act of 1993) who have exhausted their sick leave and annual leave.

Section 11.3 -Dependent Care Sick Leave. Any employee may use all or a portion of his/her personal sick leave for an illness or death in the employee's immediate family which requires the employee's personal care. Immediate family shall include children, husband, wife, father, mother, brother, sister, grandparents, mother-in-law, or father-in-law, stepson, and stepdaughter. Unusual cases shall be handled on an individual basis by the Director or his/her designee who shall have authority to determine whether or not the request for leave shall be granted.

When it is necessary to take Dependent Care Sick Leave prior to the start of a work day, the employee shall arrange for his/her supervisor to be notified within one hour of the normal reporting time and if such absence is to be longer than one day, the employee must notify his/her supervisor each day.

The Director may require employees on Dependent Care Sick Leave to substantiate reasons for their absences.

Section 11.4 -Bereavement Leave. Personnel will be permitted up to 5 days with pay in the event of a death of an immediate family member (Husband, Wife, Son, Daughter, Mother, Father, Brother, Sister, Grandmother, Grandfather, Grandson, Granddaughter (or anyone who permanently resides in the employee's household)

Two days with pay may be granted for the death of: Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Aunt, Uncle, Nephew, Niece, Brother-in-Law, or Sister-in-Law.

One half-day bereavement leave may be granted for Center staff in the event of a death of a co-worker, supervisor or manager to attend funeral services.

Section 11.5 -Personal Leave. Full-time employees shall be entitled to two (2) days of personal leave per year. Personal leave may not be carried over from year to year. Part-time employees are not entitled to personal leave.

## ARTICLE XII - LEAVE OF ABSENCE

Section 12.1 -Leave of Absence Without Pay. This type of leave implies an obligation and an agreement on the part of both the Center and the employee. The Center agrees to reserve a position for the employee at the end of the leave period and the employee agrees to return to his position unless some unforeseen development outside the control of either should make such conditions impossible. A regular or probationary employee upon written application and upon approval of the appointing authority may obtain a continuous leave of absence without pay after all other authorized leave has been exhausted for any of the following reasons:

1. The employee is entering upon a course of training or study for the purpose of fitting himself/herself for promotion;
2. Extraordinary reasons sufficient in the opinion of the appointing authority to warrant such leave of absence.

Leave of absence without pay under this Section 12.1 shall not be granted for more than 12 months nor used more than two times in a 12 month period, except that upon written

application, prior to the expiration of such leave, the appointing authority may grant such extensions of leave as appear to best serve the interests of the Center.

In considering the request for leave of absence without pay, the appointing authority shall consider the employee's prior leave record, work performance, and the Center's personnel needs. The employee upon written application and the approval of the appointing authority may return to work in the Center prior to the expiration of the leave of absence period. If, however, the employee is not granted permission to return to work prior to the leave of absence without pay, this action shall not affect the employee's right to return to work at the end of the leave of absence period.

At the end of a leave of absence period or any extension thereof, the employee shall be returned to full employee status if he/she so desires. If the employee fails to report to work promptly at the expiration of the leave of absence, except for valid reasons submitted in writing in advance, he/she will be dismissed by the appointing authority.

Section 12.2 -Maternity/Paternity Leave. Maternity leave/ paternity leave, applicable after the birth or adoption of a child, shall be granted without pay for a period of up to three months for those employees with less than two years of employment at Rosemount. For those employees with two or more years of employment with the Employer, maternity/paternity leave with pay will be granted on the following basis:

1. First month - full pay
2. Second month - half pay
3. Third month - quarter pay

Section 12.3 -Administrative Leave. Leave with pay may be granted by the Director when weather conditions, acts of God or other specific reasons exist which would make attendance at work dangerous or hazardous and when such factors might result in a threat to the safety or well-being of the employee. On snow days, or other days when severe weather conditions cause the cancellation of employment for both the Federal and District of Columbia governments, the following procedure will be followed. If the governments announce on the radio on or before 7:00 a.m. that their offices will be closed, then employees will receive administrative leave, with pay, for their scheduled working hours that day. If the governments do not announce until after 7:00 a.m. that their offices will be closed, employees will be expected to report to work that day.

With the prior approval of the Director, an employee may be granted administrative leave with compensation for the following reasons:

1. Attendance at professional conferences, institutes, meetings or training seminars which in the opinion of the Director may contribute to the improvement of the Center's services.
2. Attendance at in-service training programs or courses designed to improve the employee's performance or to prepare him/her for advancement or to provide information which will be valuable to the Center.

3. A maximum of two (2) hours of administrative leave shall be granted to exercise the right to vote on a day when a city, county, state or federal election or referendum is to be held.

4. A maximum of four (4) hours of administrative leave shall be granted to each employee who is required to take an annual health examination by the District of Columbia Government. It shall be the responsibility of the employee to schedule this annual examination and give the employer two-weeks notice in writing of the scheduled time.

Section 12.4 -Federal and D.C. Family and Medical Leave. Under the federal Family and Medical Leave Act of 1993, and the District of Columbia Family and Medical Leave Act of 1990, eligible employees may take unpaid leave due to their own serious illness, for the birth or adoption of a child or to care for a seriously ill family member. In the event that a request for leave is made by an employee eligible for leave under the federal and/or D.C. family and medical leave acts, the following shall apply:

(a) Unpaid Leave -- Family and medical leave is unpaid leave, except as provided in Section 12.4(i) of this Article.

(b) Eligibility -- To qualify for family and medical leave, an employee must (1) have worked for the Employer for at least twelve (12) months; and (2) have worked at least 1,000 hours during the preceding twelve (12) months.

(c) Reasons For Which Leave Is Available -- Leave may be taken for one or more of the following reasons:

1. For the birth or adoption of a child, or the permanent placement or foster care placement of a child into an employee's family;

2. When necessary for an employee to care for a family member who has a serious health condition; or,

3. For an employee's own serious health condition which renders the employee unable to perform the essential functions of his/her position.

4. For any qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is a member of the Regular Armed Services and is deployed to a foreign country, or is a member of the National Guard or Reserves who is on, or has been notified of an impending call to active duty under a federal call or order to a foreign country in support of a contingency operation.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves (a) in-patient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider.

Qualifying exigencies for purposes of Section 12.4(c)(4) may include time needed to bond with a military member on short-term, temporary rest and recuperation leave (up to 15 calendar days beginning on the date the military member commences each incident of Rest and

Recuperation leave); to address issues arising from a short-notice deployment; to attend certain military events; to arrange for alternative childcare; to make or update certain financial and legal arrangements; to attend qualified counseling sessions; to attend post-deployment reintegration briefings; and to arrange for care for a parent of a military member that is incapable of self-care, or to provide temporary, urgent care for a covered parent.

(d) Amount of Leave - The amount of leave for which an employee is eligible depends of the purpose for which the leave is taken:

Medical Leave - For leave taken due to the employee's own serious health condition, the employee is entitled to a total of 12 weeks during any 12-month period or 16 weeks during any 24-month period, whichever is greater. However, an employee who requests more than 16 weeks in any 24-month period shall be eligible for leave only to the extent that his/her combined medical leave and family leave (for an immediate family member) under this Section 12.4 does not exceed 12 weeks in any 12-month period.

Family Leave (For An Immediate Family Member) - For leave taken for the birth, adoption, permanent or foster care placement of a child or leave taken to care for a parent, spouse or minor child with a serious health condition (or to care for an adult son or daughter over the age of 18 who is incapable of caring for her/himself because of a mental or physical disability), the employee is entitled to a total of 12 weeks in any 12-month period or 16 weeks in any 24-month period, whichever is greater. However, an employee who requests more than 16 weeks in any 24-month period shall be eligible for leave only to the extent that his combined medical leave and family leave (for an immediate family member) under this Section 12.4 does not exceed 12 weeks in any 12 month period.

Family Leave (For An Extended Family Member) -- For leave taken to care for a person with whom the employee shares or has shared, within the last year, a mutual residence and with whom the employee maintains a committed relationship, or to care for a family member other than a parent, spouse or child as provided for above, an employee is entitled to a total of 16 weeks of leave per 24-month period, minus any leave taken during the same period to care for an immediate family member.

Military Caregiver Leave — 26 weeks of unpaid leave in a single 12-month period to an eligible employee to care for a spouse, son, daughter, parent, or next of kin who is a covered service member (as defined in the FMLA) recovering from a serious illness or injury related to service in the line of active military duty.

(e) Spouses Employed By the Employer - If both a husband and wife are employed by the employer and both are qualified for leave under this Section, together they are eligible for the total leave of one person for the birth or adoption of a child or to care for a sick parent. Each spouse is entitled to their full amount of leave if such leave is taken because of the illness of a son or daughter or of the other spouse.

(f) Notice - Whenever the need to take family or medical leave is foreseeable, the employee shall give the Employer at least thirty (30) days notice prior to the date on which the leave is to begin, or as soon as possible in the case of an emergency. Employees shall make a

reasonable effort to schedule foreseeable treatment so as to not disrupt the Center's operations. If an employee fails to provide 30 days notice for foreseeable leave with no reasonable excuse for the delay, the Employer may deny the taking of family and medical leave under this section until 30 days after the date the employee provides notice to the Employer of the need for such leave.

(g) Medical Certification Requirements - Certification by a health care professional must be provided by the employee in advance of medical leave or leave to care for a seriously ill family member. If, due to the emergency nature of the leave requested, it is impossible for an employee to provide certification to the Employer in advance of his/her leave, the employee must provide such certification as soon as possible thereafter but, in no event, more than 15 days after providing the Employer notice of such leave. The employee will utilize the U.S. Department of Labor's form for the purpose of certification. The form will be made available by the Employer. In the case of family leave, the certification must state that the employee is needed to care for the family member. The Employer may request a second opinion concerning the validity of the employee's certification from a health care provider of the Employer's choice. The second opinion shall be at the Employer's expense. If the second opinion conflicts with the initial certification, a third opinion, at the Employer's expense, may be sought from a mutually agreed-upon health care provider whose decision shall be binding. Failure to provide such certification shall cause any leave taken to be considered an unexcused absence and a basis for discipline within the meaning of the attendance policy of Section 11.2. Subsequent recertification may be required at reasonable intervals.

(h) Return from Leave - As a condition of returning to work, an employee who has taken leave due to his own serious health condition must provide certification from a health care provider that the employee is able to perform the functions of his/her job. On return from leave under this Section 12.4, an Employer will make every effort to return the employee to the same position the employee held when leave commenced, but in all cases, the employee shall be restored to a position with equivalent benefits, pay, seniority and other terms and conditions of employment.

(i) Use of Paid Leave - Employee must use paid leave prior to taking unpaid leave under the federal and/or D.C. family and medical leave acts, in the following manner:

An employee requesting leave based on his/her own health condition shall substitute any accrued annual, personal and sick leave, for unpaid leave available under the family and medical leave acts.

An employee requesting leave for the birth, adoption or placement of a child shall substitute any accrued maternity/paternity, annual, personal and dependant care leave, for unpaid leave available under the family and medical leave acts.

An employee requesting leave to care for a family member shall substitute any accrued annual, personal, dependant care or sick leave, for unpaid leave available under the family and medical leave acts.

(j) Employee Benefits While on Leave - While an employee is on leave under this Section 12.4, health benefits will continue on the same terms as existed prior to leave. While on leave, however, employees will not accrue other employment benefits such as vacation, personal days or paid sick days. Employees will not lose any employment benefits earned before the leave. If an employee voluntarily elects not to return from leave, the employee's health benefits will be terminated.

(k) Intermittent Leave - In general, leave must be taken continuously, on consecutive work days. To qualify for intermittent leave or a reduced leave schedule, the employee must provide medical certification that such leave is medically necessary for the employee's own serious health condition Or to care for a family member with a serious health condition.

The Employer may temporarily transfer an employee, whose request for intermittent leave or a reduced leave schedule is based on foreseeable planned medical treatment, to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

(l) Statutory Amendment - In the event that either the federal or D.C. family and medical leave acts are amended, modified or repealed by legislative, administrative or judicial action, the parties agree that, upon notification of either party, this provision will be renegotiated to conform with the amended law(s) or regulation(s).

ARTICLE XIII - HOLIDAYS. The center will observe ten paid holidays. They are:

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

Holidays will be observed on the same days as are observed by the federal and/or District governments. All regular full-time employees hired after February, 1990 and required to work a mandatory eight (8)-hour day, will be paid eight (8) hours holiday pay. All other regular full-time and part-time employees will be paid for holidays falling on their scheduled work days on a basis equivalent to the number of hours worked each day, whichever is applicable. To be eligible for holiday pay, an employee must work a full day on the day before and the day after the holiday, unless the employee has received prior approval for the absence or produces a doctor's note explaining the absence.



### Holiday Closure Period.

In addition to Christmas Day and New Year's Day, employees will receive as paid holidays the days on which the Center is closed during the Holiday Closure Period in observance of Christmas and New Year's. The dates of the Holiday Closure Period will be scheduled by the Center and may vary from year to year.

## ARTICLE XIV - INSURANCE

### Section 14.1 -Group Health Insurance.

The employer offers health insurance to all regular employees who work 30 hours a week or more. Substitutes are not eligible. The insurance is currently provided by The Aetna Insurance Company. Beginning August 1, 2018, there will be two options for health insurance a PPO plan and a HMO plan. Employees should refer to applicable plan documents for a description of the coverage and benefits provided by each plan.

The plan year is from August 1 to July 31. All employees are eligible to enroll in Rosemount Center's health insurance program when they commence employment, and the insurance is effective the start of the next month. An open enrollment period during July of each year permits employees to make changes to their coverage. Any coverage changes made during this open enrollment period will become effective August 1. The Center will notify employees of the open enrollment period thirty days prior to open enrollment.

Employees who elect coverage in any of the Medical plans described above will pay, per pay period, the following percentage of the premium cost of individual coverage in effect at the time of the pay period: August 1, 2018 – 11%; August 1, 2019 – 12%; August 1, 2020 – 13%. Employees pay the full premium for all dependent coverage (spouse, child, family).

The Employer will make every effort to contain rising costs, which increase on an industry average standard of approximately —14-15% per year. All increases in costs for dependent coverage will be passed on to the employees each August. The Employer reserves the right to negotiate changes to the group health insurance contract if its funding levels do not permit the employer to continue to pay its share of employee premiums. If the Center plans to negotiate changes to the group health insurance contract, the Union will be permitted to designate one bargaining unit member who can observe presentations about the potential changes.

Rosemount Center will pay the health insurance premium for the first three months of an authorized leave without pay. In the event that an employee is on leave longer than three months, the premium will be the employee's responsibility from the fourth month until the date of return to employment. Any employee who terminates employment is eligible to continue his/her group health coverage under COBRA provisions.

### Section 14.2 -Group Term Life and Long-Term Disability Insurance.

The Employer will contribute 70% of the monthly premium for each employee for group term life insurance and group long-term disability insurance. Employees may purchase additional life

insurance at their own expense. Only employees who work 30 hours per week or more or 60 hours per pay period or more are eligible for group term life and long-term disability insurance.

Section 14.3 -Dental Insurance.

Rosemount Center will offer dental insurance to its employees who work 20 hours per week or more or 40 hours per pay period. Rosemount Center will contribute \$7 per month (\$3.23 per pay period) to the dental insurance premium of individual employees. Rosemount will contribute \$9 per month (\$4.15 per pay period) to the dental insurance premium of employees who have any dependents on their policies (individual and spouse, individual and child/children, or family).

Section 14.4 -401(k) Plan.

The Employer offers a 401(k) plan to encourage savings for retirement. All employees who work a minimum of 20 hours a week are eligible to participate after six (6) months of employment. Employees will become vested in the plan according to the following schedule:

- 20% after 1 year of employment
- 40% after 2 years of employment
- 60% after 3 years of employment
- 80% after 4 years of employment
- 100% after 5 years of employment.

Employees who wish to participate in the plan must complete an application enrollment form indicating demographic data and investment preferences. Contributions are made on a pre-tax basis by payroll deduction every two weeks. Employees may contribute the maximum amounts annually allowed by law. The Employer will match contributions up to 1% of the employee's gross income each pay period. Plan documentation will be made available for review upon request. The Employer reserves the right to modify its contribution rate of matching funds if funding levels are reduced or suspended.

Section 14.5 -Section 125 Plan.

Rosemount Center will offer employees the opportunity to participate in a Section 125 plan to place employee-paid health insurance premiums, employee-paid day care expenses, and employee-paid catastrophic illness insurance premiums on a pre-tax basis. In addition, employees may elect to establish medical savings accounts that will place employee-paid expenses for allowable medical costs on a pre-tax basis (insurance co-payments, medical expenses not covered by health insurance, expenses for glasses/contact lenses, and other specific expenses).

At the beginning of a plan year, an employee will enroll in the Section 125 plan by (a) electing to have all employee-paid health insurance premiums placed on a pre-tax basis, (b) electing to have all employee-paid day care premiums placed on a pre-tax basis, and (c) electing to have all employee-paid catastrophic illness premiums placed on a pre-tax basis. In addition, the employees will elect a dollar amount to be placed in the medical savings account not exceeding \$1,000 per year.

The employer will divide the employee's election by the number of pay periods in the plan year and an equal proportion of the employee's annual medical savings account will be deducted each pay period on a pre-tax basis. When an employee incurs a covered expense, the employee will email a claim for reimbursement to the third party plan manager, who will send the employee a reimbursement check for the entire expense.

There is no cost to the employee for this plan. The savings are that all the expenses withheld are on a pre-tax basis, so the employee does not incur federal, state, or FICA/medicare taxes on the withholdings. An employee may not recover an amount greater than the annual amount elected at the start of the plan year. All expenses must be incurred within the plan year and submitted for reimbursement within 90 days of the close of the plan year. Any withholdings not claimed as expenses are forfeited to the employer.

#### Section 14.6 -Supplemental Insurance.

Rosemount Center will offer employees the opportunity to purchase additional insurance for supplemental life insurance, accident/disability, cancer, hospital confinement, hospital intensive care, or dental insurance options as selected, through AFLAC, the American Family Life Assurance Company of Columbus. All premiums will be the responsibility of the employee. Premiums may be incurred on a pre-tax basis under Rosemount Center's Section 125 plan, described in Section 14.5.

### ARTICLE XV - SALARY & CERTIFICATION

#### Section 15.1 -Job Qualifications.

a The District of Columbia Child Development Licensing Regulations mandate the following health requirements for staff (306.01.2): "A physical examination by a licensed health practitioner, not more than one (1) year prior to employment, volunteer work, or internship; and the results of the physical examination shall be dated and signed by a licensed health care practitioner and shall certify that the person is free from tuberculosis and other diseases in communicable forms."

b Job qualifications under this article shall apply to all new employees and all other employees seeking promotion to a higher position.

c The Center has the responsibility for the orientation of staff regarding the provisions of this Article.

d Rosemount Center Staffing Descriptions and Requirements The Employer's teaching staff shall adhere to all applicable federal and local licensing requirements and regulations, including those provided under Head Start, the National Association for the Education of Young Children, District of Columbia laws and regulations, and all other applicable laws and regulations. The Employer will notify the staff within a reasonable period of time of any changes to licensing requirements and regulations.

All Employer teaching staff whose qualification for employment depends on an applicable CDA must maintain a valid CDA at all times. The Employer shall reimburse

employees up to \$50 toward the cost of renewing an applicable CDA. The Employer shall provide sufficient personnel to maintain standards of sanitation and safety consistent with all applicable District and Federal rules and regulations.

Section 15.1(e) - New Hires. In the event a new position salary is increased from its initial posting, that new position salary will be posted and offered internally as a job vacancy under Section 6.4 before offered to an outsider.

Section 15.1(f) - Longevity Bonus. The Employer recognizes the value of continuity and that experience with the Employer is valuable. A longevity bonus will be granted to employees who achieve continuous employment for the following years of service with the Employer:

- 10 years - \$550
- 15 years - \$825
- 20 years - \$1,100
- 25 years - \$1,650
- 30 years - \$2,200
- 35 years - \$2,750.

The longevity bonus will be paid within one (1) pay period of the employee's anniversary date. The bonus will not be included as a permanent salary increase.

"Continuous employment" for the longevity bonus is defined as employment with the Employer from the date of hire excluding all periods of unsatisfactory service. A leave of absence without pay will not constitute a break in continuous employment unless the leave is more than eight (8) months, excluding military duty.

Section 15.1 (g) - Pay Increase for Educational Achievement. The Employer seeks to encourage the continuing education and development of its employees. As such, a pay increase will be awarded to all employees who achieve certain educational credentials during the employee's employment with the Employer, according to the chart below. These increases only shall be awarded to those employees who obtain a BA or AA in related fields on or after the execution of this Agreement.

Degree	Hourly Pay Increase
BA	\$3.25
AA	\$2.25

Increases will become effective during the first payroll period following the employee's demonstration that he or she received the specified degree.

Section 15.1 (h) -- Salary Increases.

(a) Employees shall receive the appropriate Cost of Living Allowances (COLAs) specified by Head Start or Early Head Start, as discussed below.

(b) Employees will receive a 2% wage increase effective the first pay period following September 1, 2018.

(c) Employees will receive a 2% wage increase effective the first pay period following September 1, 2019.

(d) Employees will receive a 2% wage increase effective the first pay period following September 1, 2020.

Annual wage increases are limited to the above years. No other annual wage increases in further years (2021 and beyond) will be paid unless explicitly set forth in a successor collective bargaining agreement.

To the extent that Head Start or Early Head Start make COLA funds available for a subsequent Head Start or Early Head Start fiscal year, the Center shall continue to apply corresponding percentage increases to the hourly wages of the appropriate Head Start and Early Head Start staff members in accordance with federal law. These COLA increases are contingent on the Center's continued receipt of funding from Head Start and Early Head Start. The Center also shall continue to apply any Quality Improvement Funds granted by Head Start and Early Head Start in accordance with Article 23, Section 23.3 of this Agreement.

Any COLA increases shall continue to be applied in the first payroll period of September following the beginning of the applicable Head Start or Early Head Start fiscal year.

Section 15.1 (i) - Continued Funding Services.

1. Absent written notice to the Union of at least 4 weeks, and absent extenuating circumstances, Rosemount will endeavor to continue to apply for continued funding at the present level or for additional monies from Head Start and Early Head Start.

2. The Rosemount Chief Operating Officer or Program Director and SEIU Local 500 and his/her designees will meet at least once within a program year to review the implementation status of Head Start and Early Head Start grants as they relate to the bargaining unit. The Union President or his/her designee will be invited to participate in any discussions with the Policy Council or the Rosemount Center Board of Directors in order to address any provisions in the proposed grants that may affect the bargaining unit. The decision of the Center relating to grant applications will not be subject to the grievance procedure.

Section 15.1 (j) - Performance Incentive Pay (The PIP Program).

The Center may, at its discretion, award performance incentive pay to employees based on individual achievement and performance. These incentive payments are defined as monetary compensation for performance above and beyond the duties specified in regular job descriptions. The performance payments may be awarded as one-time cash payments like bonuses, with payments not less than \$250 each, or as salary increases.

All Center employees shall be eligible for performance incentive pay. The Center may consider a variety of individual achievement and performance factors in making performance incentive pay awards, including, but not limited to:

- Demonstration of extraordinary program area skills and ability.
- Problem solving by providing solutions after thoughtful consideration of their impact.
- Consistent service as an ambassador for the Rosemount Center.
- Taking ownership and responsibility for assigned duties, as well as the overall wellbeing of the Center and the community
- Active work on restricted program grants.
- Taking initiative in developing skills that improve the learning environment at the Center, including becoming bilingual and speaking a second language while working in the classroom.
- Exhibiting unselfish behavior and operating under a philosophy that it is better to give than to receive.
- Making suggestions and following through to see them implemented.
- Volunteering readily and maintaining a cooperative, flexible approach to work at the Center.

Performance incentive pay determinations will not take into account years of service, current salary, or job title. No fixed number of payments will be made in a year, nor will there be a timetable when payments are awarded. The Center has the option not to award any performance incentive payments, or to award many. Decisions concerning performance incentive pay shall not be subject to the grievance and arbitration provision of this Agreement.

Section 15.2 -Overtime. Employees are not permitted to work longer than the regular work week (40 hours) unless specifically authorized in writing by Center management.

Employees hired prior to February 1990 are not permitted to work longer than a 37 1/2 hour work week unless specifically authorized in writing by Center management. In the event an employee hired prior to February 1990 is authorized to work more than 37 1/2 hours in a work week, up to 2 1/2 hours of that time will be compensated at the employee's regular hourly rate.

Section 15.3 -Wage Improvement. In the event funds are raised through gifts or fund-raising campaigns specifically for wage increases, such gifts or funds, where possible, will be disbursed as holiday bonuses.

Section 15.4 -Data. Rosemount will provide the Union with all data and information regarding the funding for any programs that refer to, provide for, or may alter salary issues.

## ARTICLE XVI - NO STRIKES/NO LOCKOUT

Section 16.1 -No Strikes. For the duration of this Agreement, the Union and its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-down, sit-in, slow-down, association or stoppage of work, boycott, picketing, or other interference with or interruption of work at any of the Center's operations. The Center agrees that for the duration of this Agreement, it shall not engage in any lockout.

This prohibition shall apply to all stoppages and slowdowns, regardless of whether the precipitating dispute involves parties to this contract or other parties. Any rights that any party to this Agreement may have to honor a picket line or participate in a sympathy strike are expressly waived.

Inciting or inducing any of the activities described above constitutes cause for discipline up to and including discharge under the Agreement. In addition to any other liability, remedy or right provided by applicable law or statute, should such a strike, sit-down, sit-in, slow-down, association or stoppage of work, boycott, picketing, or other interference with or interruption of the operations of the Center occur, the Union within 24 hours of the request by the Center shall:

- (a) publicly disavow such action by the employees;
- (b) advise the Center in writing that such action has not been called or sanctioned by the Union;
- (c) notify employees of its disapproval of such action and instruct employees to cease such action and return to work immediately; and
- (d) post notice on the Union bulletin board advising that it disapproves such action.

Section 16.2 -Remedies. It is further agreed that the Employer may take disciplinary action, including discharge, against any employee who participates in conduct prohibited by this Article. Cause for such discharge shall be deemed established by the fact of such participation. The Employer also may initiate suit, against Union officials or individual employees, for such additional relief as may be necessary, including but not limited to injunctive relief and damages.

## ARTICLE XVII - PLACEMENT OF EMPLOYEE CHILDREN AT CENTER

Except as required by law or contracts providing funds to the Center, up to 5 spaces shall be guaranteed at the top of the Center's waiting list for admission of the children of bargaining unit employees who have (1) completed the required probationary period and (2) qualify for DHS, Head Start, or Early Head Start funding. Between employees on the waiting list, priority will be determined on a first-come, first-serve basis, with seniority controlling if two employees apply on the same day.

Bargaining unit employees whose children are placed in tuition paying slots shall pay 50% of the full rate for the placement of children in any of the Center's classrooms.

Accordingly, if Rosemount raises tuition, the amount bargaining unit employees whose children are placed in tuition paying slots must pay shall be increased by an amount equal to 50% of the tuition rate increase.

Bargaining unit employees whose children were placed in tuition paying slots prior to September 1, 2005 shall, however, continue to pay \$90.00 per week for placement of those children in the preschool classrooms, \$95 per week for placement of those children in the toddlers' classrooms and \$100.00 per week for placement of those children in the infants and toddlers classrooms.

#### ARTICLE XVIII - STAFF LOUNGE

The employer will continue to make available to employees an employee lounge.

#### ARTICLE XIX - EDUCATION BENEFITS

"Education Benefits" shall be limited to courses of study offered by community colleges, four-year colleges and/or universities. Education benefits shall include courses taken in order to obtain the required CDA.

To receive such assistance, the employee must submit his/her request to the Program Director for assessment and approval. The request must contain the name of the course, where it will be given, and the skills that will be derived from it that will be of benefits to Rosemount. The grant of tuition assistance will be strictly limited to, courses concerning infant, toddler or early childhood education, psychology, special education or courses related to child or human development. An employee who is granted tuition assistance shall be required to maintain a "C" grade and an 80% attendance record. If the employee does not attend class, drops the course, draws an incomplete, or falls below "C" grade, the money advanced for the course shall be returned or deducted from his/her salary. An employee may be reimbursed for no more than \$350 per semester, which must be used toward the cost of either tuition or required course books. For each hour paid for by Rosemount and for each \$100 paid by Rosemount toward the cost of books, the employee agrees to stay employed at Rosemount for at least one month following the completion of the course. If the employee does not stay the required amount of time, the amount due Rosemount for tuition payment shall be deducted from his/her salary and/or payments due for accrued and unused annual leave.

#### ARTICLE XX - EMPLOYEE EXPENSES

Employees who travel for business purposes within the area served by the Center will be expected to provide their own transportation. Mileage costs for privately owned vehicles or public transportation in the course of job-related functions shall be reimbursed at the rate established annually by the federal government's Office of Management and Budget (OMB).

1. Mileage will be paid only to one of two or more employees traveling together on the same trip in the same vehicle.
2. Reimbursement will not include mileage incurred in driving between home and place of duty.



The Center shall reimburse employees for all parking fees and tolls incurred during job-related, out-of-town travel. The Center also shall reimburse employees for monies paid to park in metered spaces during job-related, in-town travel. The Center will not, however, reimburse employees for expenses associated with parking tickets and traffic violations.

All claims for the reimbursement of travel expenses shall be submitted on authorized reimbursement forms and shall be itemized. These forms shall be submitted to the immediate supervisor for approval and authorization for payment. Expense forms must be submitted within 60 calendar days of the date when the expense was incurred. Employees may be required to submit appropriate documentation, including mileage verification, for submitted travel expenses.

Employees will be paid per diem expenses only for approved overnight expenses for job-related travel. The per diem amount will equal the rate established annually by the federal government's Office of Management and Budget (OMB). The employee shall be given either an estimated advance amount or he/she shall be reimbursed upon his/her return. Each employee will submit statements accounting for lodging expenses when he/she returns. If the amount of money advanced to the employee is more than the amount expended, the difference shall be refunded to the Center.

Home Visitors will be paid \$30 per month to offset the cost of business-related cell phone use.

#### ARTICLE XXI - TRAINING AND CAREER DEVELOPMENT

Rosemount Center will pay a portion of the fees for all approved training courses which will enhance the employability of the individuals or improve the quality of service provided by Rosemount.

1. Requests for training courses will be submitted to the employee's immediate supervisor.
2. Training time-frames shall not interfere with normal productivity levels or diminish the quality of service of the Center.

Based on the District of Columbia's Child Development Regulations, Section 308.01, all paid staff who work with children in child development facilities shall participate in at least thirty (30) clock hours of training annually in child development or early childhood education.

For each \$100 Rosemount provides a staff member toward the cost of training and career development under this section, the staff member agrees to stay employed at Rosemount for at least one month following completion of the course. If the staff member does not stay the required amount of time, the full amount due Rosemount for the training or career development shall be deducted from his/her salary and/or payments due from accrued and unused annual leave.

ARTICLE XXII - SUSPENSION PENDING CRIMINAL INVESTIGATION OR TRIAL

Section 22.1 -Procedures.

An employee may be suspended for good and just cause when the safety or the welfare of the Center or the children is threatened or when the employee has been charged by summons, warrant, indictment, or information with the commission of a felony or a crime of moral turpitude. The Center may, in its discretion, require an employee to accept leave without pay when the safety or the welfare of the Center or the children is threatened. The Center shall not suspend an employee for a period in excess of 5 days unless the employee is advised in writing of the reason for the suspension and afforded an opportunity for a hearing within 7 days of the original date of suspension.

Section 22.2 -Reinstatement.

Upon being found not guilty, or the charge being dismissed, or upon a favorable decision under Article IX, the suspended employee shall be reinstated and shall receive up to 3 months of any withheld pay.

ARTICLE XXIII - PERFORMANCE EVALUATIONS

Section 23.1 -- Regular Performance Evaluations. Performance evaluations, which shall serve as a basis for promotions, demotions, suspension or dismissal, shall be conducted for all employees of the Center as follows:

1. Newly appointed employees after 30 working days and at the end of the probationary period;
2. Newly promoted employees after 30 working days and at the end of the probationary period;
3. Employees on disciplinary probation at the end of the probationary period;
4. Regular employees at least three times per year.

Section 23.2 -Supervisor and Employees Performance Evaluations. Performance evaluations shall be the responsibility of the immediate supervisor, shall be conducted jointly with the employee, and shall be put in writing.

1. The employee shall sign the evaluation form to indicate that he/she has read it.
2. The employee may submit a statement of exception if he/she disagrees with the evaluation. This statement of exception shall be attached to the evaluation form before it is reviewed by the next higher level officer.

Section 23.3 -Annual Requirements Evaluations.

1. Physical examination. Consistent with the requirements of Head Start, employees are required to have an annual physical examination.
2. TB/PDD. Consistent with the requirements of Head Start, employees are required to have an annual TB/PDD test.
3. Drug Testing. The Director or his/her assignee reserves the right to require a drug and/or alcohol test where there is reasonable suspicion that an employee may have ingested an intoxicating substance or is suffering from an impairment of some sort while on the job. Such testing may include tests for both alcohol and drugs. Center Management will work with the Union to establish the criteria upon which such reasonable suspicion may be based.

Section 23.4 -Program Director. All performance evaluations shall be sent finally to the Program Director and the Chief Operating Officer, who shall review them, approve them and make them a part of the employee's permanent file.

ARTICLE XXIV - TERMINATION OF EMPLOYMENT

Section 24.1 -Resignation.

To resign in good standing, an employee shall advise the Employer in writing 15 working days in advance of the date of the resignation, unless management agrees to waive the 15 days' advance notice period because of extenuating circumstances. The Employer reserves the right to release an employee who provides notice of resignation prior to the expiration of the 15-day notice period. In the event an employee is released by the Employer prior to the execution of the 15-day notice period, the Employer shall provide to such employee eight (8) hours pay for each day by which the notice period was reduced, up to a maximum of 10 days. No employee may take annual or sick leave between the date of giving notice and the last day of employment unless approved by management.

Section 24.2 -Reduction in Force or Layoff.

An employee may be terminated involuntarily when it becomes necessary by reason of shortage of work or funds or by the abolition of the position, or other material changes in the duties of the Center, or for other related reasons and causes which are outside the Employer's control and which do not reflect discredit on the service of the employee. In such situations, employees will be chosen for layoffs based on their academic degree. Employees without an academic degree will be laid off first; those with academic degrees in non-related fields will be laid off second; those with academic degrees in related fields will be laid off third; and those with academic degrees in Early Childhood Education – of those *Praxis*-certified in Early Childhood Education – will be laid off last. "Academic degree" as used in this section means a degree from an accredited college or university, or has been evaluated by a reputable credentialing institution, for example, World Education Services ("WES") or similar, and found to be equivalent to one earned from an accredited college or university, without regard to ranking within the six degree levels: associate, bachelor, first professional, master, advanced intermediate, and research doctorate. Lay off within each of the four groups shall be based

seniority, with the ones with the lowest seniority chosen first. The Employer will make every effort to discuss such situations in advance with the Union.

Rosemount Center is a dual language school. The Center's practice is to maintain one English-speaking teacher and one Spanish-speaking teacher in each classroom. In addition, the Center provides services to home-based families in the home language of enrolled family. The Center may lay off and/or recall employees out of seniority order if a reduction in force or layoff results in a reduction in the number of English-speaking or Spanish-speaking teachers and/or Home Visitors such that the Center cannot continue its dual-language practices. If such language needs cause the Center to lay off an employee out of seniority order within each academic group, the Center will select for layoff the next most junior employee who does not have the language qualifications necessary to continue the Center's dual-language practices. If such language needs cause the Center to recall an employee out of seniority order, the Center will select for recall the next most senior employee who has the language qualifications necessary to continue the Center's dual-language practices.

An employee to be terminated involuntarily should be notified 15 or more calendar days before the date of termination. Severance pay of 2 weeks' salary shall be provided to employees terminated under this section. Severance pay will not be provided for probationary employees.

An employee terminated involuntarily shall be given a letter of recommendation and shall be assisted in finding other employment. Such an employee shall be subject to recall based on seniority if a position opens for which he/she is qualified. Employees terminated involuntarily and subsequently reinstated shall retain the rights and benefits available to them at the time of termination, for a period of 1 year. Employees terminated involuntarily under this section shall be notified of all staff openings for a period of 1 year.

## ARTICLE XXV - DURATION AND NATURE OF AGREEMENT

Section 25.1 -Duration. This Agreement shall become effective on April 19, 2018 and shall continue in full force and effect until January 31, 2021. The Agreement shall be self-renewing for one-year periods unless notice of intention to terminate or modify is given in writing by either party to the other not less than 60 days prior to any expiration date.

Section 25.2 -Severability. If any item or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provisions of this Agreement.

Section 25.3 -Collective Bargaining. The Center shall provide opportunities for appropriate personnel to engage in collective bargaining in accordance with the National Labor Relations Act. When an agreement is reached with a bargaining unit, the Board of Directors and the administrative officers of the Center shall move to implement the provisions of the agreement immediately. When provisions of the negotiated contract and the Center's existing personnel policies are in conflict, the provisions of the negotiated contract shall be the prevailing policy.

Section 25.4 -Coverage. The parties agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining. The understandings arrived at after the exercise of that right, are set forth in this Agreement. Therefore, the Center and the Union, for the life of this Agreement, each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the Center and the Union with respect to rates of pay, hours of work, and other conditions of employment. It is further agreed that this Agreement can only be added to and subtracted from, altered, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

Section 25.5 -Reopening. In the event that the enactment of national health care reform legislation has a significant effect on the cost of employee health benefits, the Union and Employer shall, at the option of and upon demand by the Employer, without affecting the integrity of any other provision of the Agreement, reopen the Agreement and negotiate solely as to provisions relating to health benefits.

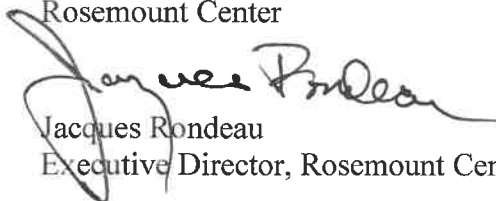
IN WITNESS WHEREOF, each of the parties' signatory hereto has caused this Agreement to be signed this 19th day of April, 2018.

SEIU Local 500



Merle Cuttitta  
Local President, SEIU Local 500

Rosemount Center



Jacques Rondeau  
Executive Director, Rosemount Center

SIDE LETTERS THE CENTER SIGNED IN 2018 CBA NEGOTIATIONS

Side Letter: Union/Management Collaboration — Points of Contact

The Parties agree to designate the positions below as general points of contact to effectuate the relationship between the parties. The parties further agree to provide each other with the appropriate contact information for the persons occupying these positions and to notify each other within ten (10) calendar days of any change in the contact information.

Points of Contact:

For the Union: *Director of Member Services & Operations*

For the Employer: Chief Executive Officer (CEO).

Side Letter of Understanding — JLMC Staffing Levels Agenda Item

The parties agree that staffing levels are important to all involved with Center operations. Therefore, the parties hereby resolve to make the topic of staffing levels a standing agenda item at all Joint Labor-Management Committee ("JLMC") meetings (Art. III § 3.17), unless otherwise mutually decided. Labor representatives at the JLMC may present bargaining unit employees' recommendations, concerns, and suggestions to the Center representatives. The Center representatives will discuss and consider these items in good faith, but nothing herein shall limit or modify the Center's management rights to operate the functions of the Center as currently provided in the CBA.

Side Letter – Non-precedential Wage Adjustment

On December 31, 2018, all employees whose regular wage rate on that date is less than \$17.50/hr., shall receive a 25¢ increase to their rate. On December 31, 2019, all employees whose regular wage rate on that date is less than \$17.50/hr., shall receive a 25¢ increase to their rate. If either of these increases would increase the rate of an employee above \$17.50, the increase shall be reduced such that it will not increase the employee above that rate. For example, an employee earning a \$17.40/hr. rate on 12/31/18 would only receive a 10¢ increase and would not receive an increase under this Side Letter on 12/31/19.

*Amelia Cuthbert, President SEIU Local 500*

*Juan Duran, President + CEO*

*Rosemont Center*