

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**GEMINUS CORPORATION
(HEAD START XXI PROGRAM)**

AND

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
(AFSCME) COUNCIL 62**

EFFECTIVE DATE:

August 1, 2007

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PREAMBLE

This Agreement is entered into by and between Geminus Corporation (Head Start XXI Program), an Indiana Corporation, (hereinafter called the "Employer"), and the American Federation of State, County and Municipal Employees (AFSCME) Council 62, Local 2502 (hereinafter called the "Union").

The general purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the efficient operations of the Employer's business; to secure prompt and fair disposition of grievances; to establish an entire Agreement covering all rates of pay, hours of work and conditions of employment that are applicable to bargaining unit employees during the term of this Agreement; and to assure that Head Start children will receive efficient and uninterrupted services and care at all times. Both parties to this agreement recognize the Employer's obligation to operate its programs in accordance with Head Start guidelines and requirements and will work in furtherance of that obligation.

In consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I - RECOGNITION

Section 1. Recognition:

The Employer hereby recognizes the Union as the sole and exclusive representative of those employees of the Employer covered by the Certification of Representative in Case No. 13-RC-20582, as issued by the National Labor Relations Board, on June 11, 2001, for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment.

For the purpose of this Agreement, the employees to be covered by this Agreement shall be defined to include all full-time and regular part-time employees employed as:

Family Support Specialist	Teacher's Assistant
Driver	Substitute Teacher
Teacher	Classroom Aides

Section 2. New Classifications:

When the Employer establishes a new classification, and that classification is a successor title to a classification covered by this Agreement, then the new classification shall become a part of this Agreement.

In the event the Union and the Employer are unable to agree on the bargaining unit status of a new classification or a changed position, the issue may be addressed through the grievance procedure.

Section 3. Policy Council:

Nothing in this Agreement shall limit or restrict in any manner the rights and responsibilities of the Policy Council in accordance with Head Start regulations.

ARTICLE II - LABOR MANAGEMENT COMMITTEE

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet quarterly as necessary through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and the Employer shall each designate not more than four (4) representatives to a labor management committee for this purpose. The parties agree to furnish an agenda one week before the meeting.

The scheduling of union management meetings as set forth above shall be established so as to permit attendance of a limited number of (2) additional union representatives not to exceed a total of six union representatives present at the meeting upon one week's advance notice to the employer which attendance shall not disrupt programs. The employer will endeavor to release employees for the meeting or agree to rescheduling of the meeting.

ARTICLE III - UNION SECURITY AND CHECKOFF

Section 1.

Employees covered by this agreement at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union on the 90th calendar day following such effective date and shall remain members in good standing for the duration of this Agreement. Employees hired after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union on the 90th calendar day following the beginning of their employment and shall remain members in good standing for the duration of this Agreement.

Section 2.

Employees whose Union membership is terminated by reason of failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, shall not be retained in the employment of the Employer for more than fifteen (15) days, after reasonable notice has been given to the Employer by the Union in writing unless said matter has been corrected by the end of such fifteen (15) day period.

Section 3.

During the term of this Agreement, the Employer shall deduct the initiation fees and Union dues levied by the Union in accordance with its Constitution and Bylaws from the regular biweekly pay of all employees who voluntarily inform the Employer in writing on a form provided for that purpose by the Union that they have authorized such deductions. These dues and initiation fees shall be forwarded to the Union on a monthly basis. The Union shall certify to the Employer the amount established by the Union as initiation fees and monthly dues. The checkoff authorization may be revoked at the end of each employee's anniversary year or at the termination of the Agreement by the employee delivering to the Employer and the Union written notice of such revocation.

Section 4.

The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting an actual deduction made from wages earned by the employee. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.

Section 5.

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, costs, and expenses incurred by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article or in reliance on any notice given by the Union to the Employer.

Section 6.

Notwithstanding the foregoing, any employee who adheres to established and traditional tenets or teaching of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as condition of employment. If any such employee requests the Union to pursue the grievance-arbitration procedure on his/her behalf, the Union shall have the right to charge the employee the reasonable cost of such procedure.

Section 7.

The Union shall notify the Employer (Human Resources Specialist) as to the identity of its stewards and any changes within 5 working days of the change.

Section 8.

The Union President will be notified in writing, on a confidential basis, 30 calendar days after the starting date of new hires. The notification will list the employee's name, assigned site, and his/her starting hourly wage. In addition, the notification shall include the years of experience the Company is crediting the new employee along with a listing of their education, certification and credentials as given to the Company by the new hire as of his/her starting date.

Section 9.

Where the Employer conducts an orientation program for new employees in bargaining unit covered by this agreement, the local Union president or designee shall receive advance notice and be afforded the opportunity to make a fifteen minute presentation, respond to questions and distribute a packet of informational material approved by the Vice President of Human Resources. In the event notification is not given or an orientation is not conducted the local Union president shall be afforded an alternative opportunity to meet with the new employee on an individual basis.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. Statement of Rights:

Except as expressly and specifically limited or restricted by other Articles of this Agreement or applicable federal or state law, the Union recognizes the exclusive right of the Employer to make and implement decisions with respect to the management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control, increase or decrease and determine the Employer's operations and services; to determine standards of service and care; to determine the locations of facilities; to subcontract work; to change methods or introduce new methods or techniques; to supervise and direct the working forces and to transfer employees between or among programs or sites; to establish the qualifications for hiring and to hire employees; to schedule and assign work; to establish work and productivity standards and, from time to time to change those standards, except to the extent they affect wages; to assign overtime; to determine the means, methods and organization by which operations are conducted; to make, alter and enforce reasonable rules, regulations, policies and procedures; to evaluate employees; to discipline, suspend and discharge employees for just cause (except probationary employees who may be discharged without cause); to determine whether services are to be provided by employees covered by this Agreement or by subcontractors; to change or eliminate existing methods, equipment or facilities; and to lay off or otherwise relieve employees from duty because of lack of work or for other reasons. Additionally, the Employer reserves the right to move, relocate, sell, permanently or temporarily close, liquidate or consolidate the operation of the Employer or any of its facilities in whole or in part. The Union hereby waives any objections to the utilization of the rights reserved by the Employer in this Article only, but the Union reserves its right to bargain about the effect of any such actions.

Section 2. Work Rules:

The Employer agrees that before implementing, substantively changing or abolishing a personnel policy, work practice or work rule, the Union shall be given three (3) weeks written notice prior to implementation. The Employer agrees to give the Union an opportunity to meet and discuss such contemplated actions that implement, rescind, or revise such personnel policies, work practices or work rules, prior to implementation, if requested by the Union. The parties may mutually agree to waive the three-week notice. The three-week notice provision shall not apply to legally or governmentally mandated or required actions.

ARTICLE V - SUBCONTRACTING

It is the Employer's preference to utilize bargaining unit employees to perform existing bargaining unit work. Absent emergency, or Head Start requirements or preferences, the Employer will grant the Union at least thirty (30) days advance notice of any decision to subcontract work of employees covered by this Agreement which has not been previously subcontracted in the past. Within seven (7) days of giving such notice, the Employer, upon request, will meet with the Union to discuss it and to receive the Union's views and suggestions.

ARTICLE VI - DISCIPLINE

Section 1. Discipline:

Discipline imposed upon any post-probationary employee shall be for just cause. Where appropriate and depending upon the severity of the conduct, the basic tenets of progressive discipline will be followed (oral reprimand, written warning, suspension, discharge). An employee may request that a Union steward be present at any meeting where disciplinary action is contemplated. The Union steward shall not interfere in any manner with the conduct of the meeting, but may speak in defense of employee.

The Employer shall impose discipline within fifteen (15) business days of the incident giving rise to the discipline or the Employer's knowledge of it. The parties can agree to an extension of this limit where necessary to permit a full investigation.

Section 2. Notification and Measures of Disciplinary Action:

In the event that disciplinary action is imposed, the Employer shall promptly furnish the employee and the Union a clear and concise statement describing the discipline and the reasons for such discipline. The concise statement on a disciplinary notice form shall be given to the employee when the discipline is imposed.

Section 3. Sunset Provisions:

Disciplinary action for minor offenses shall become null and void one (1) year from the date of such discipline. All other disciplinary actions shall become null and void two (2) years from the date of such discipline. For purposes of this section, the term "minor" shall mean any oral or written discipline.

Discipline set forth above will not expire if there is intervening discipline within the one (1) or two (2) year period.

