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ARTICLE 1

PREAMBLE

Workers organize labor unions primarily to secure better wages and better working conditions. In the same way that unions are dedicated to improvement of the terms and conditions of employment, an employer is dedicated to preserving the needs of the employer. Collective Bargaining provides an avenue for both the Union and the Employer to help resolve any differences the parties may have.

To that end, this settlement is designed to promote an orderly, constructive and cooperative relationship between the Union and Community Action of East Central Indiana.

ARTICLE 2

RECOGNITION

Section A

1. Community Action of East Central Indiana (hereinafter referred to as the "Employer") recognizes Local 2077 of the American Federation of State, County, and Municipal Employees, Council 62 (hereinafter referred to as the Union) as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment and other conditions of employment, as certified by the National Labor Relations Board (NLRB) on December 7, 1999, for all employees; except for the exclusion of supervisors, managerial staff, substitutes, and temporary employees.
2. The parties agree, consistent with Section 1 above, any newly established position(s), established Head Start positions or classification(s) shall automatically become a part of the Bargaining Unit.

ARTICLE 3

RECOGNITION OF AGREEMENT

Section A

1. In this Agreement the Employer and the Union embody the entire results of their negotiations, which have covered all aspects of rates of pay, wages, hours of employment and other conditions of employment, and all subjects are fully settled for the terms of this Agreement. This Agreement may, however, be modified by mutual agreement of the parties, provided, that all such modifications are in writing and properly executed. This Agreement supersedes all prior agreements, if any, written or oral, or established by custom, practice or precedent.
2. Nothing in this Agreement waives either party of their rights under the National Labor Relations Act, as amended, and its Board, including, but not limited to, mandatory subjects of bargaining.
3. During the term of this Agreement, neither the Union nor its officers or agents or any employee for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage or strike; or interfere with the work and statutory functions or obligations of the Employer.
4. The Union agrees to notify all of its local officers and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. The Union further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be caused or initiated by others.
5. The Employer may discipline, up to and including discharge any employee who violates the provisions of this Article.

6. There shall be no strike during the term of this Agreement.
7. During the term of this Agreement, the Employer shall not lockout or otherwise impede bargaining unit employees from arriving at and working for the Employer.
8. Nothing contained herein shall preclude the parties from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 4

MANAGEMENT RIGHTS

Section A

1. The Union agrees that the Employer has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its programs, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The Employer retains sole rights to operate and manage all employees of the certified bargaining unit, facilities, equipment, and operating supplies; to establish functions and programs; to set and amend budgets; to establish and modify the organizational structure; to select, direct, and determine the number of personnel to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement. The Employer has the right to make and enforce reasonable rules and regulations.
2. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.
3. The Employer has the right to deny the employees' written requests to rescind his/her written resignation if the request is made after one (1) working day of delivery of the resignation.

ARTICLE 5

NON-DISCRIMINATION

Section A

1. To the full extent required by applicable law, there shall be no discrimination, intimidation, coercion or harassment by Head Start or by the Union against any employee because of that employee's sex, race, color, national origin, religious beliefs, age, handicap, veteran's status, political affiliation, or because of union activity or membership or lack of same.

ARTICLE 6

SEXUAL HARASSMENT

Section A

1. To the full extent required by applicable law, the Employer and the Union agree there shall be no sexual harassment by the Employer or by the Union against any employee.
2. The Employer and the Union agree that all employees should be able to work in an environment free from sexual harassment.

ARTICLE 7

DUES AND REPRESENTATIONAL FEES

Section A

1. The Employer recognizes AFSCME's right to have voluntary dues check-off for each bargaining unit employee covered by this Agreement. Upon receipt of an employee's written authorization, on forms provided by the Union, the Employer shall deduct from such employee's wages from each pay check, the AFSCME dues and remit them monthly to the duly authorized representative at AFSCME Council 62, together with a list of names and social security numbers of the employees from whose pay deductions were made.
2. The Employer recognizes the Union's claim that current members of the bargaining unit and those hired on or after the effective date of this Agreement, even those that are not members of the Union, have an obligation to pay a fair value for services rendered on behalf of the Union for their proportionate part of the cost of collective bargaining, contract administration, grievance adjustment and other duties and services related to being the bargaining representative.
3. The Union, on its own and not on behalf of the Employer, may take such action as it deems appropriate to collect its representation fee from those persons who refuse to authorize payroll deductions for or who otherwise refuse to pay the representation fee.
4. An employee's signed authorization for Union dues or fair representation payments shall remain in effect during the term of this Agreement. However, employees may switch from representation fees to dues deductions during the term of this Agreement. Changes in the amount of dues or representation fees shall be communicated to the Employer by

the Union and shall be made effective on the following full payday. Union dues will only be deducted from pay checks covering a full two-week period.

5. It is the intent of this section that any member of the bargaining unit who has authorized dues or representation fees to be deducted from their paycheck shall have all outstanding dues or representation fees deducted from their final paycheck.
6. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union; provided, however, that such authorization may be made by an employee only at the time the employee completes his/her introductory period and becomes a member of the Union or in September of each year. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
7. The Union recognizes that no member of the bargaining unit should be forced to contribute financial support to political or ideological activities of the Union unrelated to collective bargaining, contract administration and grievance adjustment, or unrelated to its duties as exclusive bargaining representative.
8. If an error is discovered with respect to deductions under this provision, the Employer shall correct said error by appropriate adjustments in the next paycheck of the employee or the next submission of funds to the Union.

9. The Union hereby agrees to indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that should arise out of or by reason of this section.

ARTICLE 8

UNION RIGHTS

Section A -- Meeting Space

1. Union membership meetings shall be attended during non-work hours. Lunch breaks shall be considered non-work time. At the conclusion of an all-staff meeting, the Union steward shall be permitted to make brief announcements.
2. The Employer shall not prevent bargaining unit employees from wearing Union apparel or logos within reason and good taste, such as shirts, hats or pins, while on work time.

Section B – Access to the Employer’s Premises

1. The Employer agrees that AFSCME Staff Representatives, who are not Head Start employees, shall have access to the premises of the Employer which are available to its employees.
2. An AFSCME Staff Representative shall notify the Employer whenever such Representative is to enter any area restricted from normal public access.
3. Access under this section shall be carried out in accordance with existing safety policies of the Employer.

Section C – Bulletin Boards

1. The Employer shall provide space for a Union bulletin board to be placed in every facility where there are bargaining unit members. Location of bulletin boards within each facility staff office shall be agreed to between the parties.
2. Union bulletin boards shall be for the sole and exclusive use of the Union to communicate with bargaining unit members about Union business, programs, and activities.

Section D – Union Business

1. Duly authorized employee representatives of the Union shall be authorized to conduct Union business during working hours, without loss of pay when properly released from duty. For purposes of this section, Union business shall include:
 - A. investigating, preparing and processing grievances and attending grievance meetings; and
 - B. representing employees in pre-deprivational meetings and other meetings with management; and
 - C. labor/management or other meetings with management which pertain to Union business.
2. Except when they are engaged in the activities authorized by this Agreement, officers and stewards shall continue at their regular work in the same manner as other employees. When it becomes necessary for such officers and/or stewards to conduct business during working hours, they shall first request to be released from duty from their immediate supervisor prior to leaving the work site.
3. Within fifteen (15) days after the effective date of this Agreement, the Union shall notify the Employer of all designated local union officers and stewards. Such list shall be updated by the Union whenever there is a change in local officers or stewards.