

# Collective Bargaining Agreement

July 1, 2022 – June 30, 2025

Between

Programs for Infants  
and Children

and the

Anchorage Early  
Intervention

Occupations Union,

Local 6082

APEA/AFT,

AFL-CIO



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## **PREAMBLE**

This Agreement is made and entered into by and between Programs for Infants and Children, Inc. ("PIC" or "Employer") and the Anchorage Early Intervention Occupations Union, Local 6355, Alaska Public Employees Association/American Federation of Teachers (AFL-CIO) ("AEIOU" or "Union") and sets forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment

## **ARTICLE 1 RECOGNITION AND UNION RIGHTS**

**1.1 RECOGNITION.** PIC recognizes the AEIOU as the sole and exclusive bargaining agent and representative for, and this Agreement shall only cover, those employees in the bargaining unit certified by the National Labor Relations Board in Case No. 19-RC-14862:

All professional employees employed by the Employer, including early intervention specialists, family support specialists, early intervention paraprofessionals, parents as teachers program coordinators, and parents as teachers program parent educators working out of the Employer's Anchorage, Alaska facility; excluding all other employees including executive director, financial services manager, human resources/administrative services manager, program services manager, technical support assistant, financial services assistant, administrative services assistant, family services assistant, early intervention assistant, managerial employees, confidential employees, guards and supervisors as defined in the Act, as amended.

**1.1.1** The following positions shall be excluded from the bargaining unit: deputy director, health information specialist and program/administrative associate.

## **1.2 UNION SECURITY.**

**1.2.1** All employees shall, as a condition of employment, not later than the last day of the month succeeding the month in which their employment commences or this Agreement is executed, whichever date is later, and each month thereafter, if still employed, be required to either 1) join AEIOU and pay the assessed initiation fees and dues and other related union financial obligations in effect for the duration of the Agreement, or 2) in the event an employee chooses not to become or remain a member of AEIOU, pay an initiation fee and monthly service fees, each of which

shall be equivalent to his or her proportionate share of union expenditures that are necessary to support AEIOU's representational activities, not to exceed standard uniform dues and fees for AEIOU members.

**1.2.2** AEIOU agrees to safeguard the rights of non-association employees having bona fide religious convictions based upon tenets or teaching of a church or religious body of which an employee is a member. Upon submission of proper proof of religious convictions to AEIOU, the AEIOU Board shall declare the employee exempt from becoming a member. The employee shall pay an amount of money equivalent to regular service fees to AEIOU through payroll deduction by PIC. Non-payment of this money subjects the employee to the same penalty as if it were non-payment of dues. AEIOU shall contribute an equivalent amount of money to a charity not affiliated with a religious, labor, or employee organization and mutually agreed upon between the employee and AEIOU. AEIOU shall submit proof of such contribution to the employee at their request.

**1.2.3** Employees who desire to have AEIOU membership dues and initial fee deducted from their regular pay and have those funds paid to AEIOU, shall execute a written authorization on a form provided by PIC.

**1.2.4** PIC agrees to deduct from each paycheck of each employee who so voluntarily authorizes, on an authorization form provided by AEIOU, regular Union dues or service fees. Authorized dues or service fees shall be withheld from their paychecks and shall be transmitted at least monthly, at a time convenient to PIC, but not later than the last day of the month, to AEIOU on behalf of the employee involved. The deduction of dues or monthly service fees may be terminated by an employee at any time on written notice to AEIOU and PIC, in which case the employee shall be directly responsible for all payments required by this Article.

**1.2.5** AEIOU will provide to the bargaining unit member all information, notices, and procedures required by law regarding the collection of service fees. If a bargaining unit member fails to sign the representational service fee deduction form or make adequate arrangements with AEIOU, to AEIOU's satisfaction, for the payment of this obligation within twenty (20) days of the date AEIOU provides notices required by law, AEIOU will request that PIC terminate the employment of the bargaining unit member. Along with the request, AEIOU will provide to PIC acceptable evidence that AEIOU has provided to the bargaining unit member in a timely manner all information, notices and procedures required by law, as well as a copy of the materials provided. Within seven (7) calendar days of receipt of AEIOU's request, PIC will either notify AEIOU of any deficiencies in the information provided to the bargaining unit member, or send notice to the bargaining unit member that failure to make arrangements with AEIOU to pay appropriate service fees, including any arrearage, within fourteen (14) calendar days of the date the notice is sent will result in immediate termination. A copy of this notice will be sent simultaneously to AEIOU. Upon expiration of this fourteen (14) day period, AEIOU will notify PIC of any continuing non-compliance. PIC will terminate the employment of the bargaining

unit member. Such termination may not be grieved by AEIOU nor will AEIOU assist the bargaining unit member with respect to such a grievance.

**1.2.6** AEIOU shall indemnify and save PIC harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees incurred by PIC) that arise out of or by reason of actions taken by PIC pursuant to this Article.

**1.2.7** PIC shall provide notice to AEIOU, by electronic mail, of the hiring, leave without pay status, and termination of any employees, within fifteen (15) days of such action. PIC will also electronically submit, monthly, a list of bargaining unit members to include all AEIOU specific deductions, first and last name, title, initial date of hire, and employment status. AEIOU specifically agrees that all information provided shall be used only for purposes related to the execution of the Agreement, that AEIOU shall be responsible for the protection and security of information provided, and that AEIOU shall assume liability which may result from any improper disclosure or use by AEIOU of the information provided.

### **1.3 AEIOU REPRESENTATIVES**

**1.3.1** AEIOU may designate up to three (3) Employee Representatives among the bargaining unit members. AEIOU shall notify PIC, in writing, of the names of the Employee Representatives. The duties and activities of the Employee Representatives while acting as such shall be limited to contract administration: the handling and investigation of grievances or potential grievances in accordance with this Agreement, and other mutually agreed upon Employer-Union business.

An Employee Representative may perform contract administration duties during his or her scheduled working hours only so long as that does not interfere with performance of the Employee Representative's regular work duties. To that end, Employee Representatives will endeavor to perform their contract administration duties during non-work time where feasible (*i.e.*, before and after work and during break periods), and for those duties that cannot reasonably be performed outside work time, shall do so during work time as expeditiously as possible. If Employee Representative duties performed during normally-scheduled work shift are likely to take twenty (20) minutes or more, the Employee Representative shall first notify his or her supervisor and shall proceed only with mutual agreement. The Employee Representative may not interrupt, delay, distract, or disturb the performance of duties by other employees.

**1.3.2.** AEIOU is also represented by staff members of the APEA/AFT who are not employees of PIC who also shall be authorized to speak for AEIOU in all matters governed by this Agreement. These individuals shall be permitted to visit work areas of PIC utilized by Bargaining Unit Members at reasonable times with prior notification and approval by PIC. Such visits shall be scheduled so as not to disrupt the work of



PIC employees nor interrupt the normal course of PIC's business. APEA/AFT staff members shall conduct interviews in non- working areas. Approval for such visits shall not be unreasonably denied or delayed.

#### **1.4 PRINTING AND DISTRIBUTION OF AGREEMENT.**

There shall be two signed copies of the final Agreement for the purpose of record, one for PIC and one for AEIOU.

AEIOU agrees to print and provide a copy of the signed and approved final Agreement to each current employee within the bargaining unit.

PIC agrees to provide a copy of the signed and approved final Agreement to those subsequently employed at the time of hire.

### **ARTICLE 2 MANAGEMENT RIGHTS**

**2.1 MANAGEMENT RIGHTS.** AEIOU agrees that all inherent and statutory employer rights and functions to manage and operate PIC's business, except those expressly limited by this Agreement, shall remain management rights. This includes, but is not limited to the right of PIC:

- to determine the work to be done by employees;
- to establish and require standards of performance and productivity;
- to direct employees;
- to determine job qualifications, assignments, and schedules;
- to determine the methods, process, and means of performing any and all work;
- to control the property and composition, assignment, direction, and determination of the size of its workforce, operations, methods, means, services, products, or facilities;
- to use independent contractors to perform work or services;
- to transfer, extend, limit, contract out, curtail, discontinue, or relocate the whole or any part of its operation with any consequential reduction or change in workforce;
- to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
- to control and regulate the use of machinery, facilities, equipment, and other property of PIC;
- to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment;
- to require reasonable overtime work of employees;
- to promulgate and enforce rules, regulations, personnel policies, and

- procedures;
- to hire, assign, determine the qualifications of, schedule, promote, transfer, release, layoff, retire, and recall employees;
- to reprimand, discipline, suspend, demote, and discharge employees for cause and otherwise to maintain an orderly, effective, and efficient operation.

PIC's failure to exercise any such management right shall not be considered a waiver of that right unless expressly agreed to in writing signed by the parties.

### **ARTICLE 3 NO STRIKE – NO LOCKOUT**

**3.1 NO STRIKE - NO LOCKOUT.** During the term of this Agreement and any extension thereof, PIC and AEIOU agree that there shall be no strike, sympathy strike, work stoppage, slowdown, sit-down, sick out, boycott or picketing regarding PIC by bargaining unit members, the union or its representatives or members, or lockout by PIC, as these terms are defined in decisions of the National Labor Relations Board. PIC and AEIOU agree that all such disputes will be handled under the terms of the Agreement's Dispute Resolution clause, or under the procedures authorized by the National Labor Relations Act and its applicable case law.

### **ARTICLE 4 PERFORMANCE EVALUATION**

**4.1 PERFORMANCE EVALUATION.** An evaluation is an ongoing process of communication between the supervisor and the employee. This process should provide constructive dialogue and feedback about work performance; *i.e.*, work place effectiveness and efficiencies, service, and supervisor expectations.

Employees will receive a formal evaluation at least once per year, after at least two (2) previous review meetings with the employee and the supervisor prior to the formal annual evaluation. Review meetings shall include feedback from the supervisor on performance, supervisor goals for the employee, and constructive solutions to any performance challenges the employee may bring forward.

If an employee has serious deficiencies in their performance, the supervisor shall place them on a Plan for Improvement.

**4.2 EVALUATION FORM.** The parties recognize that the performance evaluation documents at Attachment A may require changes and refinements. PIC and AEIOU shall meet and confer over any changes in the form.

**4.3 PERFORMANCE EVALUATION APPEAL PROCEDURE.** In disputes concerning instances where an employee has received a less than acceptable

evaluation, the following appeal procedures shall apply.

Within fourteen (14) calendar days of receipt of the final evaluation, the employee must appeal in writing setting forth the reasons the employee disagrees with the evaluation. The appeal shall be submitted to the Executive Director.

Within fourteen (14) calendar days of receipt, the Executive Director may meet with the employee and an employee representative. The Executive Director shall respond in writing, modifying the evaluation and/or setting forth their reason not to modify the evaluation. The Executive Director's decision is final.

If the evaluation is modified to the employee's satisfaction, only the modified evaluation shall be placed in the employee's personnel file. If the evaluation is not modified to the employee's satisfaction, the employee may submit their comments to be included in their personnel file.

**4.4 PLAN FOR IMPROVEMENT.** An employee deemed to have serious deficiencies in his or her performance may be placed on a Plan for Improvement (Plan) at any time during the work year. Plans for Improvement are serious documents that constitute a declaration that unless sufficient improvement in performance is observed within the plan period, loss of employment may result. Employees may request AEIOU representation.

A Plan shall be effective not less than sixty (60) calendar days and for not more than six (6) months.

A Plan shall contain, at a minimum, the following:

1. Each specific area that the employee needs to improve;
2. The supervisor's expectations for the employee to achieve success;
3. The benchmarks the supervisor will be using to determine if the employee is achieving success;
4. The supervisor's timelines for subsequent consultation to provide feedback to the employee on progress; and
5. Suggested methods that an employee might use to become proficient in job performance or to enhance skills where a weakness has been identified.

If loss of employment does result, the termination may be challenged through the grievance procedure.

## **ARTICLE 5 PROBATION AND SENIORITY**

**5.1 PROBATION.** Bargaining Unit Members shall serve a nine (9) month probation period beginning with their date of hire. The probation period may be extended by mutual agreement between AEIOU, PIC, and the employee.

**5.2 SENIORITY.** Seniority shall mean a bargaining unit member's length of continuous employment in the bargaining unit. If two or more bargaining unit members have the same seniority, AEIOU shall decide the most senior employee by a drawing of numbers.

AEIOU Employee Representatives shall have superseniority after holding the position for more than six months.

## **ARTICLE 6 PAY, OVERTIME AND PAY PROCEDURES**

### **6.1 PAY**

**6.1.1.** Exempt employees shall be paid on a salary basis and non-exempt employees shall be paid on an hourly basis as specified below. Employees shall receive annual written notification of salary, or hourly rate, as applicable.

**6.1.2.** PIC may credit new employees up to five (5) years for previous work experience for initial placement on the salary schedule.

**6.1.3.** Employees returning to the same job title from an unpaid leave or termination of less than one (1) year shall retain the same salary or hourly rate as held previous to the leave. Employees returning to the same job title from a termination of more than one (1) year will receive pay according to the New Hire schedule using prior experience in their placement on the schedule.

**6.1.4.** Employees who are recalled from layoff shall retain the same salary or hourly rate as held previous with any adjustments as per this Agreement as they would have had had they not been placed in layoff.

**6.1.5.** Employees who have completed and been selected to a coordinator (lead) position shall receive an additional three percent (3%) pay over and above their regular salary or hourly wage for all hours worked.

**6.1.6.** The Executive Director may at his or her discretion authorize an addendum for extra duties, committees, or projects. PIC shall notify AEIOU of any addendum paid to bargaining unit members including amount and purpose of addendum.

## **6.2 OVERTIME COMPENSATION.**

**6.2.1.** Non-Exempt (non-salaried) employees will be paid overtime compensation, at the rate of one-and-one-half times the employee's regular hourly wage rate, for all time worked in excess of forty (40) hours per workweek. For example, a non-exempt employee who works a 4/10 schedule and who works three 10- hour workdays and one 12-hour workday that week is entitled to two (2) hours of overtime pay. All overtime pay must be approved by an employee's supervisor prior to working any hours in excess of forty hours.

**6.2.2.** When PIC schedules mandatory training with at least two (2) weeks advance notice, attendance is mandatory for all employees, unless the supervisor approves an absence.

## **6.3 PAY PROCEDURES**

**6.3.1 Pay Days.** Employees will be paid two (2) times per month on the fifteenth (15th) day and last working day of each month. If the payday falls on a Saturday, Sunday, or a Holiday, the payday will be the last regularly scheduled workday before the Holiday or weekend day.

**6.3.2 Direct Deposit.** Upon written request from an employee, PIC will make a direct electronic deposit of the employee's paycheck to a financial institution designated by the employee.

### **6.3.3 Deductions.**

**6.3.3.1** PIC will comply with all federal, state, and local laws and regulations as these apply to payroll deductions.

**6.3.3.2** PIC will make voluntary payroll deductions for contractually agreed upon benefits as directed by the employee.

**6.3.3.3** PIC will make payroll deductions as directed by the employee in accordance with this Agreement.

**6.3.3.4** PIC will honor all wage garnishment orders.

**6.3.3.5** Employees' paychecks will include a statement of itemized deductions.

**6.3.3.6** Employees' paychecks will include an itemized accounting of all wages. Statements of accrued benefits will be provided to employees on a monthly basis.

**6.3.4 Payroll Advances.** Payroll advances may be given to an employee at

the discretion of the Executive Director under the following conditions:

- (a) The need for the advance arose because of an emergency (unexpected travel due to death in family, impending eviction, medical necessity, etc.); and
- (b) The request is submitted in writing; and
- (c) The employee executes an authorization to repay PIC for the entire amount advanced through a payroll deduction from the employee's next paycheck; and
- (d) The amount of the advance does not exceed the amount already earned by, although not yet paid to, the employee.

**6.4 JOB CLASSIFICATIONS.** The following job classifications are covered by this Agreement:

**6.4.1 Hourly (Non-Exempt) Positions.**

- Paraprofessionals
  - Early Intervention Paraprofessionals
- Any position listed in 6.4.2 at less than 1.0 FTE

**6.4.2 Salaried (Exempt) Positions.**

- Specialist I, such as:
  - Developmental Specialist I (w/ Bachelor's Degree and teaching certificate)
- Specialist II, such as:
  - Developmental Specialist II (w/ Master's Degree and teaching certificate)
  - Social Worker (w/ Master's Degree)
  - Behavioral Health Specialist (w/ Master's Degree in a related field)
- Therapy Specialist such as:
  - Occupational Therapist with current Alaska licensure
  - Physical Therapist with current Alaska licensure
  - Speech Language Pathologist with current Alaska licensure
- Clinical Doctorate
  - Occupational Therapists with current Alaska licensure and OT doctorate level diploma
  - Physical Therapist with current Alaska licensure and PT doctorate level diploma

All job classifications must complete the State of Alaska Part C Credential within 6 months of hire, as a condition of employment.

**6.5 COMPENSATION FOR NEWLY-HIRED EMPLOYEES.** All employees hired by PIC after the ratification of this Agreement (hereinafter “newly-hired employees”) will be hired based on a full-time work schedule of forty (40) hours per week. Newly-hired part-time employees will have their part-time status determined on a pro rata basis based on a full-time work schedule of 2080 hours per year.

Hourly or salaried rates of pay for newly-hired full-time employees will be determined under the following pay schedule based upon two factors: (1) the position at PIC in which the newly-hired employee is employed (Classification 6.4.1 and 6.4.2 above); and (2) the newly-hired employee’s years of relevant experience in the same or substantially similar positions (birth-to-five special needs population) during prior employment with PIC or elsewhere. PIC will determine relevant prior experience based on the newly- hired employee’s resume and other reliable information regarding the work performed by and responsibilities of the employee in the same or substantially similar position with other employers.

**NEW HIRE STARTING SALARY SCHEDULE**

Paraprofessional	Hourly
0-1 years	\$19.36
2-4 years	\$20.24
5 or more years	\$21.18

Specialist I	Hourly	Annual
0-1 years	\$25.30	\$55,630.66
2-4 years	\$26.68	\$55,483.08
5 or more years	\$28.05	\$58,341.50
Specialist II	Hourly	Annual
0-1 years	\$28.11	\$58,471.30
2-4 years	\$29.48	\$61,326.72
5 or more years	\$20.90	\$64,268.67
Therapy Specialist	Hourly	Annual
0-1 years	\$31.08	\$64,636.42
2-4 years	\$32.68	\$67,967-74
5 or more years	\$34.38	\$71,515.39

Clinical Doctorate	Hourly	Annual
0-1 years	\$34.51	\$71,780.80
2-4 years	\$36.29	\$75,483.20
5 or more years	\$38.18	\$79,414.40

**6.6 COMPENSATION FOR CURRENT EMPLOYEES.** All employees of PIC employed prior to the ratification of this Agreement (hereinafter “current employees”) shall be compensated as follows:

**6.6.1.** Wage rates and salaries for all employees covered by this Agreement shall be increased by 4% on July 1, 2022. 2.5% on July 1, 2023. 2% on July 1, 2024.

**6.6.2** Current employees who attain the qualifications for a higher job classification and are performing the duties of the position in the higher classification shall be placed on the appropriate new hire scale or receive a 10% increase in salary, whichever is higher. Employee’s increase shall be effective the pay period following proof of qualification and performance of duties.

**6.7 HIRING INCENTIVE.** PIC may, as funding allows and need requires offer one time hiring incentive bonus not to exceed ten percent (10%) of the annual starting salary for individuals who accept full time employment for difficult to hire positions.

PIC may offer state or grant funded professional loan repayment incentives.

## **ARTICLE 7 PAID AND UNPAID LEAVES OF ABSENCE AND HOLIDAYS**

### **7.1 PAID TIME OFF**

**7.1.1 DEFINITIONS.** The following words and terms are defined as follows:

**7.1.1.1 Full-time Employee.** From and after July 1, 2008, a full-time employee is an employee who is scheduled to work not less than forty (40) hours per week.

**7.1.1.2 Grandfathered Employee.** A “grandfathered employee” is a full-time or part-time employee who was employed by PIC prior to January 1, 2008, and who is currently working on a 1600-hour year.

**7.1.1.3 Current Employee.** A “current employee” is a full-time or part-time employee who was hired or rehired by PIC after January 1, 2008, or an employee who has elected to move to a 1760-hour year.

**7.1.1.4 New Hire Employee.** A new hire employee is a full or part-time employee who was hired or rehired by PIC after January 1, 2014, to an 1840-hour year.

**7.1.2 PAID TIME OFF ACCRUAL.** Paid time off will accrue as follows:



**7.1.2.1 Current Employees.** Paid time off shall accrue at the rate of 26.67 hours per month for full-time employees. Paid time off shall accrue for part-time employees on a pro-rata basis based on full-time status of 1760-hours per year.

**7.1.2.2 Grandfathered Employees.** Paid time off shall accrue at the rate of (40) hours per month for full-time employees. Paid time off shall accrue for part-time employees on a pro-rata basis based on full-time status of 1600-hours per year.

**7.1.2.3 New Hired Employees.** Employees hired after January 1, 2014 will accrue leave as follows:

- Beginning the date of hire, paid time off shall accrue at twenty (20) hours per month for full time employees, pro-rated by FTE.
- Beginning the first day of the month following an employee's three (3) year anniversary, paid time off shall accrue at 23.34 hours per month for full time employees, pro-rated by FTE.
- Beginning the first day of the month following an employee's five (5) year anniversary, paid time off shall accrue at 26.67 hours per month for full time employees, pro-rated by FTE.

**7.1.3 PAID TIME OFF USAGE.** Paid time off may be used for any reason including but not limited to employee vacations, the employee's absence from work due to illness or injury, to care for family members, for childbirth or adoption, for educational absences, for absences from work of less than the employee's regularly scheduled workday, for the first three (3) days off work pursuant to the Workers Compensation Act, etc.

**7.1.3.1 Hourly Employees.** Employees may take paid time off in increments of one-quarter (1/4) hour or greater, and their paid time off accounts will be charged accordingly.

**7.1.3.2 Salary Employees.** Routine fluctuations in daily and weekly hours of work are not charged to paid time off, and in most cases charges to salary staff paid time off accounts will be made in half-day and full-day increments as the circumstances warrant.

**7.1.3.3 PIC Closures.** All employees shall take required paid time off during periods when the office is regularly scheduled to be closed, other than paid holidays. In the event a salary employee has not accrued enough leave to cover a closure, PIC shall grant an advance on their leave, at the employee's request. In the event an hourly employee has not accrued enough leave to cover a closure, he or she shall take leave without pay.

**7.1.3.4 Illness or Injury.** Except for circumstances beyond the control of the employee, all employees must notify their supervisor of illness no later than within the first hour of the scheduled day. The employee will call in on a daily basis or give PIC a return time pursuant to medical advice.

**7.1.3.5 Scheduling:** Employees are strongly encouraged to schedule paid time off as far in advance as possible. Supervisors will not unreasonably deny leave. When two (2) or more similarly situated employees request the same or overlapping planned absences that PIC cannot reasonably accommodate without adversely affecting service to clients, the senior employee will have first priority for the planned paid time off. However, once paid time off is approved, the employee with the approved paid time off may not be bumped out of that leave by a more senior employee. Planned paid time off generally will not be approved for periods in excess of three (3) weeks unless there are circumstances that the Executive Director finds warrant a longer leave period.

**7.1.3.6 Paid time off Carryover.** Employees are encouraged to use paid time off to promote good physical and mental health. Full-time employees may carry no more than three-hundred-twenty (320) hours of paid time off from one fiscal year to the next (July 1- June 30) to be placed in the employee's paid time off bank. Part-time employees' carryover shall be on a pro-rata basis.

**7.1.3.7 Cash Out.** Depending on its financial condition in the last quarter of each fiscal year, PIC may allow employees who wish to do so to cash out additional paid time off at the employee's current rate of pay. PIC will notify all employees in writing whether this cash out option is available.

Paid time off, not to exceed two-hundred-forty (240) hours, shall be cashed out upon termination of employment at the employee's then current rate of pay.

## **7.2 HOLIDAYS.**

**7.2.1** PIC recognizes the following twelve (12) paid holidays during each calendar year:

- Independence Day – July 4<sup>th</sup>
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day

**7.2.2** Holidays occurring on Saturday will be observed on the preceding

Friday and holidays occurring on Sunday will be observed on the following Monday.

**7.2.3** Each benefit eligible employee receives ninety-six (96) holiday hours that can only be used on agency observed holidays.

Holiday hours have no financial cash out value and can only be applied to observed holidays. Holiday hours may carry over up to four (4) hours to the next fiscal year only. The amount of holiday hours is prorated for benefit eligible staff according to their FTE.

Due to the wide variety of flexible schedules and FTEs, the holiday hours will be deducted from the holiday bank when an agency holiday is observed.

Employees will be assessed holiday hours according to their work hours on the approved work schedule.

If an employee exhausts all holiday hours, PTO will be applied for any hours up to the number of hours they are scheduled to work according to their approved scheduled of the observed holiday.

**7.3 BEREAVEMENT LEAVE.** In the case of a death in the immediate family, a full-time or part-time eligible for benefits employee may, upon approval by the employee's supervisor and/or the Executive Director, be granted three (3) paid bereavement leave days within a week of the death. A member of the immediate family for these purposes includes father, stepfather, mother, stepmother, spouse, sister, step-sister, brother, step-brother, children, step-children, grandparents, mother or father-in-law, former legal guardian, and domestic partner.

## **7.4 JURY DUTY.**

**7.4.1 Jury Duty Leave.** Full-time and part-time employees who are called to serve on jury duty shall receive their normal daily pay during not more than ten (10) full or partial days of jury duty each calendar year. To obtain jury duty leave, the employee must submit a copy of the jury duty subpoena to the HR Manager as soon as it is received. When not required to be at court during the employee's work day, the employee is expected to be at work. The employee shall endorse and turn over his or her jury check(s) to PIC.

**7.4.2 Grand Jury Duty Leave.** Full-time and part-time employees who are called to serve on grand jury shall receive their normal daily pay during their duty for not more than five (5) full or partial days of jury duty each month not to exceed four (4) months per year. To obtain jury duty leave, the employee must submit a copy of the jury duty subpoena to the HR Manager as soon as it is received. When not required to be at court during the employee's work day, the employee is expected to be at work. The employee shall endorse and turn over his or her jury check(s) to PIC.

**7.4.3 Other Subpoenaed Court Appearances.** Full-time and part-time employees who are a victim of a crime, a witness to a crime and/or subpoenaed by an attorney to attend a legal proceeding for the purpose of giving testimony (other than as a party to the legal proceedings), shall receive their normal daily pay, for not more than five (5) full or partial days per year. To obtain this paid leave, the employee must submit a copy of the subpoena to the HR Manager as soon as it is received. When not required to be at court during the employee's workday, the employee is expected to be at work. The employee shall endorse and turn over any check(s) received for their appearance to PIC.

## **7.5 UNPAID LEAVE.**

**7.5.1** The Executive Director may grant full-time and part-time eligible-for-benefits employees unpaid leave without paid benefits if the employee has no paid leave or the employee's paid leave is exhausted.

**7.5.2** A benefits eligible employee, who has worked at least thirty-five (35) hours a week for at least nine (9) consecutive months; or at least twenty (20) hours a week for at least nine (9) consecutive months immediately preceding the leave shall be granted unpaid leave for up to twelve (12) weeks for the employee's own illness/injury; the illness or injury of an employee's immediate family member which requires the employee to provide care; or for the birth or adoption of a child, (as those terms are defined under the federal Family Medical Leave Act, as may be amended from time to time.) provided that the employee must first exhaust all accrued paid time off, and that the total leave granted to the employee under this section shall not exceed twelve (12) weeks, inclusive of any period of paid leave. All paid leave must be exhausted before unpaid leave may be utilized.

**7.5.2.1** Employees requesting leave under this section will be required to provide a physician's statement before leave is granted.

**7.5.3** An employee may be granted educational leave with or without pay or any combination of both for up to ninety (90) calendar days, to pursue academic or other training that would be of mutual benefit to the agency and the employee and the employee intends to remain employed at PIC for a period of one year following return to their position.

**7.5.4** Employees should make requests for leave to the Executive Director no less than four (4) weeks prior to the beginning of the requested leave whenever possible.

**7.5.5** While an employee is on unpaid leave the employee shall not accrue any leave benefits or be eligible for other employee benefits or be eligible for holiday pay. Eight (8) hours of holiday pay, pro-rated by FTE, will be deducted from the employee's holiday leave bank for each holiday that occurs during the period of unpaid leave.

**7.5.6** Medical and/or Dental Insurance benefits will be in effect until the end of the month that unpaid leave occurs. If unpaid leave extends beyond the first of the next month, the employee may choose at the employee's expense to extend medical insurance coverage for up to the remainder of the unpaid leave.

**7.5.7** Life insurance will continue to be paid by the agency during unpaid leave until the employee returns to work or the employment is terminated.

**7.5.8** An employee's position will generally be held during an approved unpaid leave that does not exceed twelve (12) weeks; however, a position may be eliminated and the employee released for the same reasons that would apply if the employee was not on leave.

## **ARTICLE 8 OTHER BENEFITS**

**8.1 RETIREMENT PROGRAM.** Eligible bargaining unit members are provided this coverage on the same basis as provided under the PIC Plan in effect as of January 1, 2014. PIC provides up to 5% matching contribution to eligible bargaining unit members.

**8.2 PROFESSIONAL LIABILITY INSURANCE.** Eligible bargaining unit members are provided this coverage on the same basis as provided under the PIC Plan in effect as of January 1, 2014.

**8.3 LIFE INSURANCE.** Eligible bargaining unit members are provided this coverage on the same basis as provided under the PIC Plan in effect January 1, 2014.

**8.4 EMPLOYEE VEHICLE MILEAGE REIMBURSEMENT.** Each employee who is required by PIC to use his or her private motor vehicle in the performance of the employee's job duties shall be reimbursed at the approved Internal Revenue Service (IRS) rate, provided that the employee submits adequate documentation of such mileage in compliance with IRS regulations. Mileage reimbursement applies only to work-related use of the employee's motor vehicle. For example, it does not apply to driving from home to work or from work to home, regardless of whether the first or last work location for the day is the employee's office or the client's home.

### **8.5 MOBILE PHONE/INTERNET STIPENED**

**8.5.1** Each employee who is not provided a mobile phone by PIC and chooses to use his or her personal mobile phone in performance of the employee's job duties shall be eligible for a mobile phone/hot spot stipend.

**8.5.2.** Eligible employees shall receive up to \$30.00 a month phone stipend.

**8.5.3.** Employees required to participate in online meetings(s) from home will receive an internet stipend of \$25 for each month.

## **8.6 HEALTH & DENTAL BENEFITS**

**8.6.1** Employees working twenty (20) hours or greater are eligible for health & Dental benefits.

**8.6.2** Health and dental benefits shall be described in PIC's summary plan description as periodically amended. Benefit plan design and options may be altered by PIC, following review and consideration of recommendations from the Labor Management Committee on health care.

**8.6.3** PIC shall contribute no less than \$700.00 per month, per employee towards health coverage, prorated by FTE. PIC shall contribute no less than \$45.81 per month, per employee towards dental coverage. Any increases in medical and/or dental premiums shall be shared 80% by PIC and 20% by the employee.

Employees pay the full premium for any elected dependent coverage, if offered.

In the event the health care deductible increases to \$2000 a year or more, PIC shall contribute to the Health Reimbursement Account (HRA) no less than \$750.00 over the HRA deductible per year per employee.

## **8.7 LABOR MANAGEMENT COMMITTEE ON HEALTHCARE.**

The parties agree to continue the labor-management committee on healthcare in order to promote a climate conducive to constructive employee relations. The committee will not address issues of contract interpretation.

The Labor Management Committee (LMC) on healthcare shall consist of three (3) representatives from AEIOU (two (2) bargaining unit members and one (1) APEA/AFT staff member) and three (3) representatives from PIC. The LMC will meet at mutually agreed times and locations, but not less than four (4) times a year. The LMC will review health insurance benefits, investigate, study, and design possible solutions to rising healthcare costs and other mutual benefit issues.

The committee shall be co-chaired by a union representative and a management representative chosen by each respective group, with the co-chairs facilitating meetings on an alternating schedule.

This committee shall be advisory in nature and will forward its recommendations to their respective parties.

Training on labor-management committee process will be provided by Federal Mediation Conciliation Service (FMCS) on an as needed basis.

Time spent by Bargaining Unit Members in committee meetings will be considered

work time. If meetings begin or end outside of work time, that time will not be compensated. A good faith effort will be made to schedule these meetings on work time. Time spent by Bargaining Unit Members prior to or after scheduled LMC meetings shall not be considered work time.

## **8.8 WORKERS COMPENSATION.**

**8.8.1** PIC complies with all federal and state statutes concerning workers compensation to ensure that any employees sustaining work-related injury or illness during the course of employment with PIC receive proper insurance coverage without regard to fault.

**8.8.2** Employees must promptly notify the supervisor and the HR Manager of any accident or injury while at work. Failure to report promptly may lead to rejection of a claim for compensation.

## **ARTICLE 9 SCHEDULING, HOURS OF WORK, AND WORKING CONDITIONS**

### **9.1 SCHEDULE.**

**9.1.1** Unless specifically designated as part-time, all AEIOU Members are anticipated to be full-time employees. Employees may participate in a flexible work plan as approved by the Executive Director.

**9.1.2** A standard workweek will normally consist of forty (40) hours worked in eight-hour increments over five (5) consecutive days or workweeks of forty (40) hours in ten-hour increments over four (4) days. A standard work schedule will not include a shift of less than four (4) hours in a workday. However, the parties recognize that, while the standard workweek definition is forty (40) hours, programmatic needs of some units may necessitate deviation from the eight-hour increments over five-day schedules or ten-hour increments over four days. Flexible schedules may be worked by mutual agreement with the employee and the supervisor.

**9.1.3** Supervisors shall give at least two (2) weeks' notice for mandatory changes in an employee's work schedule.

**9.1.4** Changes to work schedules in order to react to critical situations which require a rapid response (*e.g.*, extreme cold, extreme snowfall, earthquakes, volcanoes, floods, fires) shall be excluded from the notice requirements of this provision; however, the AEIOU Members will be notified as far in advance as practical.

**9.1.5** Supervisors and the Deputy Director or designee are responsible for

approving work schedules for all employees.

**9.1.6** Extra hours of work shall be accomplished by the AEIOU Member as directed by PIC. An AEIOU Member may decline the extra hours of work based on an individual personal hardship. An effort will be made to share extra hours of work among the AEIOU Members within the appropriate classification description and who have the ability and skills to accomplish the required work. Extra hours are any hours beyond those scheduled.

**9.2 SALARIED EMPLOYEE WORK SCHEDULES.** The parties recognize that many of PIC's employees are professional employees who are paid on a salary basis and are exempt from overtime compensation. The salaries paid to these professional employees are not based on their hours of work. Rather, hours of work are recorded by professional employees for billing and auditing purposes and to allow oversight of professional employee workloads. Similarly, professional employee paid time off accounts are not charged or credited for routine fluctuations in hours worked during particular workweeks.

**9.3 EMPLOYEE FEEDBACK ON WORK SCHEDULES.** The parties recognize that a professional employee's actual caseload will vary from week to week due to several factors, including changes in client needs and availability, the acuity of specific cases, school and holiday schedules, and other factors. Therefore, a professional employee's job performance during any particular week is often not a good indicator of overall job performance. PIC will endeavor to have each employee's supervisor meet with the employee on at least a quarterly basis to discuss the employee's caseload and other work activities.

**9.4 WORK SCHEDULE APPEALS.** In the event an employee is consistently working over or under his or her scheduled hours the employee shall meet with their supervisor to review the schedule, caseload, expected client time and other work-related activities or tasks associated with the employee's professional position.

The employee and the supervisor shall mutually agree on the appropriate remedy to address the issues.

In the event that the employee and the supervisor cannot reach agreement on the issues, the supervisor shall document by written memorandum the expectations for the employee after taking due consideration of the employee's expressed concerns and objections. The employee may appeal the supervisor's determination within a reasonable time frame. The appeal shall state in writing which specific aspects for the memorandum the employee disagrees with and why. If a timely appeal is made, the matter shall be elevated to the Executive Director or designee.

The PIC management representative and the employee's supervisor shall meet with the employee and his or her union representative within a reasonable time frame not to exceed thirty (30) calendar days, unless by mutual agreement, to discuss and seek



resolution of the disagreement. Thereafter, the Executive Director or designee shall issue a final determination. The decision of the Executive Director or designee is final and binding and is not subject to the Grievance and Arbitration Procedures set forth in Article 12.

**9.5 HOURLY, NON-EXEMPT EMPLOYEE WORK SCHEDULES.** Unless specifically designated as a part-time employee, all hourly, non-exempt employees covered by this Agreement are anticipated to be full-time employees. Employees may participate in a flexible work hour plan approved by the Executive Director.

A standard, full-time workweek for hourly, non-exempt employees will normally consist of forty (40) hours worked as follows:

- In eight (8) hour daily increments over five (5) consecutive workdays; or
- In ten (10) hour daily increments over four (4) workdays; or
- In nine (9) hour daily increments over four (4) workdays plus a fifth workday of four (4) hours; or
- Any other flexible schedule of daily hours of work and workdays totaling forty (40) hours per workweek that is mutually agreeable to the employee and the employee's supervisor.

A standard work schedule will not include a shift of less than four (4) hours in a workday. However, the parties recognize that, while the standard workweek definition is forty (40) hours, programmatic needs of some units may necessitate deviation from the daily hours, increments, and workdays summarized above.

Supervisors shall at all times endeavor to give reasonable advance notice to hourly, non-exempt employees of significant changes in the employee's work schedule, taking into account the needs of the business and schedule changes requested by employees.

Supervisors and the Deputy Director or designee are responsible for approving work schedules for all hourly, non-exempt employees.

Additional hours of work (over and above 40 hours per workweek) may be assigned to hourly, non-exempt employees as directed by PIC. An employee may decline the extra hours of work if the assignment would result in a demonstrable personal hardship for the employee. PIC will endeavor to assign the extra hours of work in an equitable manner among hourly, non-exempt employees who have the ability and skills to accomplish the required work. Except for emergency situations, non-exempt employees will not work overtime hours without prior supervisor approval.

## 9.6 TIMESHEETS

**9.6.1** If PIC determines there is a need to adjust payroll cycles impacting AEIOU Members, PIC must first notify AEIOU. All employees are required to maintain and submit accurate timesheets. Once submitted, no timesheet may be changed without the employee's and supervisor's signature.

**9.6.2** An employee is considered working while: working on the job, on an authorized rest break, attending meetings or trainings scheduled by management, receiving medical attention as directed by management during normal assigned work period, time involved in grievances or disciplinary actions on work premises, and traveling during the employee's regular work schedule in connection with employment.

**9.7 EMERGENCY CLOSURE.** During unusually inclement weather, natural disaster or catastrophic event, the Executive Director or designee (hereinafter the Executive Director) may curtail some or all PIC services where it appears that employee's safety may be compromised. In recommending or announcing closure, the Executive Director will consider and give due weight to the actions of the State of Alaska, the Municipality of Anchorage, the University of Alaska, Anchorage School District, and/or to other employers whose employees drive in the community as part of their job duties.

Delayed opening or early closure of the agency may occur due to unusually inclement weather, natural disaster or catastrophic event. Delayed opening schedule will be activated by the Executive Director or designee when conditions are variable throughout the area. If staff elect to not report for work, PTO will be required for the full scheduled work day.

Early closures occur when conditions deteriorate through the day and the Executive Director or designee closes the agency before 4:30 PM. If staff elect not to report for work, PTO must be used for the entire originally scheduled work day.

If an employee is not scheduled to work or did not report to work, they are not eligible to reduce their use of PTO by deducting the period of time occasioned by the delayed opening or the early closure.

Employees are encouraged to inform PIC of hazardous conditions experienced in the field.

In the event PIC remains open, but conditions are hazardous, employees may work from their homes with the approval of their direct supervisor.

Changes to work schedule in order to react to critical or emergency situation which require a rapid response (e.g., extreme cold, extreme snowfall, earthquakes, volcanoes, floods, fires) shall be excluded from this advance

notice requirement; however, the affected employee will be notified as soon as practical. If PIC offices are closed for safety reasons full and part time employees will be granted up to three consecutive days of paid leave.

## **9.8 MEAL PERIOD & BREAKS.**

**9.8.1** Employees working at least eight (8) hours in one day shall be allowed an unpaid duty-free lunch break of thirty (30) minutes.

**9.8.2** Employees working at least seven (7) hours in one day shall be allowed one uninterrupted relief break not to exceed fifteen (15) minutes during the first half of the workday and fifteen (15) minutes during the second half of the workday.

**9.8.3** Part-time employees working in excess of three (3) hours in one day shall be allowed a break not to exceed fifteen (15) minutes during their workday.

## **9.9 SAFETY**

**9.9.1** PIC shall maintain a Safety Committee that shall include up to three (3) AEIOU members, if and only if, three (3) AEIOU members volunteer to serve on the Safety Committee.

**9.9.2** The Safety Committee will meet at least four (4) times a year.

**9.9.3** The Safety Committee will address and promote safe working conditions in a manner consistent with applicable local, state and federal regulations.

**9.9.4** AEIOU members shall follow established procedures for reporting safety concerns or issues.

**9.9.5** PIC shall ensure that AEIOU members are informed of safety risks and procedures.

## **9.10 COVID-19 VACCINATIONS.**

**9.10.1** All direct service provider employees (those whose job description includes face to face interactions with clients) in the bargaining unit must receive a COVID-19 immunization, and any CDC recommended boosters unless the employee receives a medical or religious exemption.

**9.10.2** To receive an exemption, an employee must complete and submit a medical or religious exemption form. (Appendix II) PIC will respond with a decision to all employees who submitted applications for exemption within three (3) days.

**9.10.3** Currently, the Advisory Council on Vaccine Practices (ACIP) and

the CDC advise that individuals with a prior history of COVID-19 should be offered the COVID-19 vaccine and that individuals with a current COVID-19 infection delay receiving a COVID-19 vaccination until fully recovered from acute illness and the CDC's criteria have been met to discontinue isolation. PIC shall follow the recommendations of the ACIP and the CDC with respect to vaccine administration for employees with a current or previous COVID-19 infection.

**9.10.4** PIC shall notify AEIOU when it is changing vaccination protocols for the aforementioned groups of employees in response to a change in recommendation from the ACIP/CDC.

**9.10.5** The ACIP/CDC do not recommend testing individuals for acute or prior COVID-19 for the purposes of vaccine decision-making. Accordingly, PIC shall not require Employees to be tested for COVID-19 in order to receive a vaccine.

**9.10.6** Employees must continue to observe facility infection control practices, regardless of whether or not the Employee received immunization.

#### **9.10.7 REPORTING**

(a). PIC shall collect information on employee vaccinations. PIC shall share anonymized information with AEIOU. AEIOU will encourage employees in the bargaining unit to become fully vaccinated at their earliest opportunity and receive boosters as recommended by the CDC and ACIP.

(b). PIC will routinely update AEIOU on vaccination status of membership

### **ARTICLE 10 LAYOFF, INVOLUNTARY REDUCITON OF HOURS & RECALL**

**10.1 SENIORITY.** For purposes of layoff and recall from layoff, seniority means the employee's total length of continuous service in a particular job classification/description. With respect to a job classification/description for which there are two or more levels depending on the employee's education, an employee affected by layoff, in a higher level of that classification/description (*e.g.*, Developmental Specialist II – Master's Degree) may combine seniority in the higher level with seniority in the lower level for purpose of exercising bumping rights in the lower level (Developmental Specialist I). If two or more employees have the same seniority, AEIOU shall determine the most senior employee by drawing of numbers.

#### **10.2 LAYOFF & INVOLUNTARY REDUCTION OF HOURS OF WORK.**

Reductions in the workforce and involuntary reduction of hours of work may be necessitated from time to time due to financial or budgetary limitations, levels of service, reorganization, or for other business reasons.

**10.2.1 Notice to AEIOU.** PIC shall notify AEIOU in writing of any

anticipated layoff or involuntary reduction of hours of work for employees covered by this Agreement. The notice shall identify the positions subject to layoff, the number of positions to be eliminated (or hours involuntarily reduced), and the reason(s) therefore. After such notice and upon request by AEIOU, the parties shall meet and confer at reasonable times during a period of not less than seven (7) calendar days from receipt of said notice for the purpose of identifying alternatives thereto, if any. If the parties do not identify mutually acceptable alternatives to the proposed layoffs within that period or an extended period to which the parties have agreed, PIC may proceed with the layoffs. Mutually agreed reductions of hours of work are not covered by this Article.

**10.2.2 Notice to Affected Employees.** After completing the steps above, PIC may give written notice of layoff or involuntary reduction of hours to the affected employees. Each such employee shall receive not less than thirty (30) calendar days' notice of layoff or reduction of hours, or one (1) month's pay and benefits in lieu of notice.

**10.2.3 Bumping Rights.** Once an employee is notified of layoff or involuntary reduction of hours of work, the employee shall have seven (7) calendar days to invoke his or her bumping rights:

- (a) The employee may elect to bump the least senior employee in his/her job classification/description; or
- (b) The employee may elect to bump the least senior employee in a lower classification/description, provided that the bumping employee has the necessary education, skills, and experience to perform the essential functions of the position. The employee bumping into a lower classification/description will receive a wage applicable to that classification/description based upon the employee's years of experience and similarly situated employees.

In the event that the employee does not invoke his or her bumping rights, either by admission or failure to respond, the employee shall be deemed to have waived bumping rights. This does not affect the employee's recall rights.

**10.3 RECALL.** Recall shall occur in inverse order of layoff by classification/description. Employees in layoff status shall retain rights to recall for a period of twenty-four (24) months. Reinstated employees shall retain the same salary or hourly rate as held previous with any adjustments per this Agreement as they would have had had they not been placed in layoff.

Employees in layoff status shall be entitled to return to their former positions if reestablished. Employees in layoff status shall be given preferential consideration for any vacancy for which they qualify.

Employees who reject recall to the classification from which they were laid off shall relinquish all recall rights provided in this Agreement. Employees who reject classifications or the same program with fewer hours per pay period shall not lose their recall rights. Employees who choose to return to a different classification/description shall retain their recall rights to the Classification/description from which they were laid off, until refusing to accept an offer into the position from which laid off. Employees who choose to return to the same classification/description, but at fewer hours per pay period, shall retain the recall rights to the hours worked at the time of their layoff.

Recall shall be by written, certified notice, return receipt requested, to the employee's last known address on file with PIC and shall require that the employee accept or reject recall within seven (7) calendar days after the delivery date. Proof of non-delivery shall constitute a rejection. Employees accepting recall shall have fourteen (14) calendar days from acceptance of the position to return to work. Should special circumstances prevent a return to work within fourteen (14) calendar days, the employee shall notify PIC and arrange a return date acceptable to PIC. Failure to return to work within the agreed-upon time or respond to the certified letter shall be considered a waiver of all recall rights.

It shall be the employee's responsibility to keep PIC informed of current phone number and address.

## **ARTICLE 11 DISCIPLINE**

### **11.1 DISCIPLINE AND TERMINATION OF EMPLOYMENT.**

**11.1.1 Discipline** action may be imposed by PIC for just cause. The principles of progressive discipline shall be followed. Generally, that progression will include (1) oral reprimand, (2) written reprimand, (3) unpaid suspension from duty (or final written warning), and (4) termination of employment. PIC may combine or skip steps in progressive discipline depending upon the nature and severity of the disciplinary infraction. Other actions such as demotions, reassignment, etc. may also be taken. In cases of serious misconduct, serious disciplinary action (including termination of employment) may be taken directly.

When PIC disciplines an employee for some infraction of rules or delinquency in professional performance, the employee shall be entitled, upon request, to have an AEIOU representative present. Unless an employee waives the right to Union representation, a copy of all disciplinary actions taken shall be forwarded to the Union's business office on the date such action was taken.

**11.1.2** For the purpose of providing a guide to supervisors and employees, "Just Cause" is generally defined as follows, although special circumstances may warrant exceptions:

- (1) The application of the rule, directive, or expectation was fair, reasonable, and applied even-handedly;
- (2) A fair and objective investigation was conducted prior to the imposition of discipline;
- (3) The evidence of wrongdoing on which PIC relied was credible;
- (4) The employee was given reasonable opportunity to respond to the allegations of misconduct prior to the imposition of discipline;
- (5) The level or degree of discipline was reasonably related to the seriousness of the offense and considerate of the employee's past record.

**11.1.3** Except in exigent circumstances PIC shall provide written notice to the bargaining unit member and the Union at least twenty-four (24) hours prior to an investigatory meeting that may result in disciplinary action. The notice shall provide the time, place, and participants of the meetings, the specific allegation(s) under investigation and the right of the bargaining unit member to be represented by an AEIOU representative.

**11.4.4** In cases of written warning or reprimand, suspension, or demotion, the bargaining unit member shall be notified in writing of the reason(s) for the disciplinary action concurrent with commencement of the action. This written notice shall be provided to the employee in or after a meeting or, if the employee does not attend the meeting, by certified mail to the employee's address of record.

**11.1.5 Probationary Bargaining Unit Members.** PIC, at its sole discretion, reserves the right to discipline or discharge any probationary bargaining unit members at any time within the probation period. Disciplinary actions or discharge during the probationary period shall not be grievable.

## **ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURES**

**12.1 GRIEVANCE PROCEDURE PURPOSE.** The purposes of this grievance procedure are to provide a framework within which employees may work toward solving problems as they arise and to guarantee fair treatment to all concerned. Employees shall initially attempt to resolve grievable problems at the lowest possible Step through informal and free communications. AEIOU may participate in such communications if requested by PIC and/or the grievant.

### **12.2 GRIEVANCE DEFINITIONS.**

**12.2.1** "Grievance" shall mean any allegation filed under the terms of this

section that there has been a violation, misapplication, or misinterpretation of the terms and conditions of employment as defined in this Agreement.

**12.2.2** “Grievant” shall mean an employee/group of employees/AEIOU who initiates a complaint alleging that the employee or group of employees has been directly injured through a violation, misinterpretation, or misapplication of this Agreement. The term “grievant” also includes AEIOU with respect to grievances growing out of an alleged violation of its organizational rights under this Agreement.

**12.2.3** “Parties” shall mean the grievant(s), PIC, and AEIOU.

**12.2.4** “Filed” shall mean the date sent by mail/email/fax/or hand delivered.

### **12.3 GENERAL GRIEVANCE PROCEDURE.**

**12.3.1** A grievance must be filed within fourteen (14) calendar days of the occurrence or such time the grievant knew or should have known of the alleged act(s) or action(s) on which the grievance is based. The grievant must be present at Step One and may be present at all other steps. The grievant may be represented by an AEIOU, APEA/AFT representative. Any grievance settlement reached in the absence of involvement by a representative of AEIOU shall apply to that grievance only and shall not be a precedent. All such settlements must be promptly communicated to AEIOU, in writing.

**12.3.2** If time limit extensions become necessary, the extensions are to be kept to a minimum and must be mutually consented to in writing by AEIOU and PIC prior to the expiration of the time limit.

**12.3.3** No reprisals shall be taken against an employee for processing a grievance or participating in the grievance procedure.

**12.3.4** Except for the arbitrator’s decision and award, if any, grievances and materials created from the grievance process shall not be filed in official personnel files.

**12.3.5** A party to a grievance may call and present witnesses at any grievance step. Witnesses shall be released from work as necessary without loss of pay or benefits if the hearing is scheduled during the workday of the witnesses.

### **12.4 GRIEVANCE AND ARBITRATION STEPS.**

#### **12.4.1 Step One (Departmental).**

1. A grievant and/or an AEIOU representative may file a written grievance with the immediate supervisor, with a copy sent to AEIOU. The grievance must be filed within fourteen (14) calendar days of the



occurrence or such time the grievant became aware of, or with reasonable diligence should have become aware of, the alleged act(s) or action(s) on which the grievance is based. If the grievance is beyond the authority of the immediate supervisor, the grievance may be initiated at Step Two within the same time limits of Step One.

2. The immediate supervisor shall meet with the grievant and/or AEIOU representative within seven (7) calendar days of receipt of a statement of a grievance. The immediate supervisor shall set the time of the meeting at a mutually convenient time. Reasonable notice shall be given AEIOU to provide a representative.
3. An AEIOU representative may accompany the grievant at the Step One meeting. The AEIOU representative may speak on behalf of the grievant if requested to do so by the grievant or AEIOU.
4. The immediate supervisor shall render the decision in writing within seven (7) calendar days of the Step One meeting to the grievant and AEIOU.

#### **12.4.2 Step Two (Executive Director).**

1. If either AEIOU or the grievant is not satisfied with the disposition of the grievance at Step One, AEIOU may file the grievance in writing to the Executive Director within seven (7) calendar days of the Step One decision or due date of that decision.
2. Within seven (7) calendar days of receipt of the written appeal, the Executive Director shall meet with the grievant and/or AEIOU in an effort to resolve the grievance. The grievant or AEIOU may require the presence of the grievant's immediate supervisor.
3. The Executive Director shall render a written decision within seven (7) calendar days of the Step Two meeting to the grievant and AEIOU.

#### **12.4.3 Step Three (Arbitration).**

1. If the grievance is not satisfactorily resolved at Step Two, AEIOU may file, within fourteen (14) calendar days of the Step Two decision or due date of that decision, a request for arbitration with the Executive Director.
2. PIC and AEIOU shall mutually select the arbitrator within fourteen (14) calendar days of the arbitration request by AEIOU. If agreement cannot be reached, the arbitrator shall be selected from a list of eleven (11) arbitrators supplied by the Federal Mediation and Conciliation Service from its Pacific Northwest/Alaska panel. The cost of the list, if

any, shall be borne equally between AEIOU and PIC. AEIOU and PIC shall alternately strike an equal number, not to exceed five (5) names, from the list until an arbitrator is selected. The side to strike first shall be determined with a toss of a coin.

3. The arbitrator's function is to interpret and apply this Agreement and rule upon alleged violations thereof. The arbitrator may rule on appropriate remedies when applicable. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement nor have any authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.
4. All communications to or from the arbitrator must be shared equally and at the same time between AEIOU and PIC.
5. Unless the parties otherwise agree in writing, the arbitrator shall render a written decision and award within thirty (30) days of close of the arbitration. The decision of the arbitrator shall be final and binding on PIC, AEIOU, and the represented employee(s).
6. Costs of the arbitrator's services including expenses, if any, shall be borne by the losing party or if the arbitrator determines that neither party is the losing party, then the arbitrator shall assign arbitrator's fees and expenses proportionally to the parties as judged equitable.
7. The arbitration shall be conducted pursuant to the Revised Uniform Arbitration Act (RUAA), AS 09.43.300 - .595, which is incorporated herein by this reference except for AS 09.43.480(a), (b), and (e) (punitive damages; attorney's fees) which are rejected by the parties, and to the extent the RUAA is consistent with the Agreement. In case of any conflict between the RUAA and this Agreement, the terms and conditions of this Agreement shall prevail.

## **ARTICLE 13 PROFESSIONAL DEVELOPMENT**

**13.1 PROFESSIONAL LEAVE.** PIC shall grant full-time employees forty (40) hours of professional leave days per fiscal year to attend professional conferences or professional development activities (hereinafter "professional development activity"). The professional development activity should be in alignment with the individual's professional development plan. Part-time employees shall be reimbursed proportionally to their FTE. The employee shall obtain advance approval for these events from the Executive Director through their direct supervisor. These activities shall be counted as work days whether they take place on a weekday or a weekend day.

PIC may assign professional development activities to employees. When such assignments take place, PIC shall pay for travel, registration, and other related costs. Such costs shall not be deducted from the employee's professional funds and the employee shall not be obliged to use professional leave days for these activities.

### **13.2 TUITION/PROFESSIONAL DEVELOPMENT REIMBURSEMENT POLICY.**

PIC shall pay up to:

- one thousand dollars (\$1000) per fiscal year to each full-time employee with under five (5) years of employment at PIC.
- Eleven hundred dollars (\$1100) per fiscal year to each full-time employee with five (5) to ten (10) years of employment with PIC;
- Twelve hundred dollars (\$1200) per fiscal year to each full-time employee with eleven (11) or more years of employment with PIC for tuition costs or fees of professional development activities. Part-time employees shall be reimbursed proportionally to their FTE. For activities that require travel, the cost of travel may be included as part of the reimbursement. The procedure to obtain reimbursement of tuition costs is as follows:
  - (a) Prior to attending the activity, the employee shall submit a Professional Leave Request Form to the Executive Director for approval through their direct supervisor. They shall include the name, sponsor, dates, location, and cost of the activity. If the activity is not approved prior to attending the activity, it may not be reimbursed.
  - (b) Reimbursement does not include books or journals that are not required for the approved professional development.
  - (c) Following completion of the activity, the employee shall submit a Request for Reimbursement Form with a receipt of their payment for the activity and documentation of successful completion of the activity.
  - (d) Reimbursement shall be made no later than thirty (30) days from receipt of the request with appropriate documentation.

Employees in probationary status are not eligible for reimbursement funding.

The Executive Director may grant use of tuition/professional development reimbursement when it is deemed necessary for both the agency and the employee.

#### **13.2.1 TUITION REIMBURSEMENT/ PROFESSIONAL DEVELOPMENT**

Employees who have received reimbursement payments during any fiscal year (July 1 through June 30) may be required to reimburse PIC for such payments if, the employee terminates within the fiscal year. In such case, the employee will be required to reimburse PIC one-twelfth of such payments for each full month remaining in the fiscal year at the time of the employee's termination. (By way of example, if an employee who received payments of \$1200 and

terminated April 30, the employee would be required to repay \$200.)

### **13.3 TUITION REIMBURSEMENT/PROFESSIONAL DEVELOPMENT**

**ADVANCES.** At the request of the employee PIC shall provide an employee with advance funds for course registration or tuition fees for a professional development activity prior to attending the activity, provided that such fees shall be paid by PIC directly to the provider of the professional development activity. If the employee has used all their professional funds for the current fiscal year, they may not request advances from anticipated funds in the following year.

In the event the employee is unable to provide PIC with documentation of successful completion of the activity, PIC shall deduct the advanced amount from the employee's professional funds allocation and the employee shall not be entitled to it. If the employee fails to participate in the professional development activity after PIC pays for it or leaves PIC prior to completion of the professional development, any advance, less any refunds from the provider, shall be deducted from the employee's next or final paycheck, whichever occurs first, and any balance thereafter will be deducted from successive paychecks, or if a balance is due after a deduction from an employee's final paycheck, any remaining balance will be owed by the employee to PIC.

**13.4 PROFESSIONAL FEE AND LICENSURE REIMBURSEMENT POLICY.** PIC shall reimburse full-time employees for the cost of State of Alaska professional and occupational licensure, and membership dues required to obtain or maintain state licensure related to their field of practice. Part-time employees shall be reimbursed proportionally to their FTE. Employees shall submit a Request for Reimbursement Form with a receipt of payment. Reimbursement shall be made no later than thirty (30) days from receipt of the request.

## **ARTICLE 14 GENERAL PROVISIONS**

**14.1 SEPARABILITY AND SAVINGS.** In the event that any part of this Agreement is rendered or declared to be invalid by reason of any existing or subsequently enacted legislation, or by any order of the National Labor Relations Board, or by any decree of a court of complete jurisdiction, such invalidation of such part of this Agreement shall not invalidate the remaining parts of this Agreement, which parts shall remain in full force and effect.

### **14.2 STATUS OF AGREEMENT.**

**14.2.1** The parties acknowledge that during the negotiations that resulted in this Agreement that each of them has had the unlimited right and opportunity to make proposals with respect to any matter within the area of lawful collective bargaining and that this Agreement is the result of their exercise of those rights and opportunities. This Agreement contains the entire understanding and agreement of the parties and finally determines all matters of collective bargaining for its term.

**14.2.2** Any and all agreements, written or verbal, previously entered into by the parties hereto are in all respects mutually cancelled and superseded by this Agreement. Unless specifically provided for herein to the contrary, past practices arising prior to the effective date of this Agreement shall not be binding upon PIC.

**14.2.3** This Agreement may be amended at any time during its life by the mutual consent of the parties in writing. With the exception of mandatory subjects of bargaining (wages, hours and other terms and conditions of employment), all matters not covered by the language of this Agreement or not contrary to law may be administered by PIC on a unilateral basis in accordance with PIC's policies and procedures.

**14.2.4** Except as may be specifically provided elsewhere in this Agreement, neither party shall be required during the term of this Agreement to provide the other party with any data, documents, or information in its possession or under its control insofar as the production of such data, documents, or information is required by applicable law. All data, documents, or information which is provided by one party to the other shall be kept strictly confidential by the receiving party which shall not disclose any such data, documents, or information to any third persons except insofar as such disclosure is necessary in order to discharge its representational obligations.

### **14.3 PERSONNEL RECORDS.**

**14.3.1** There shall be only one official personnel file for each employee that shall not include grievance materials (except for an arbitrator's decision and award, if applicable to the employee). Employee medical records and workers compensation records (hereinafter "medical records") shall be kept in separate, secure files dedicated to that purpose. Personnel records that are confidential as a matter of law and medical records may only be accessed by the Executive Director, the Human Resources Manager and a supervisor who has a business need to know.

**14.3.2** Employees may review their personnel records upon request to the Human Resources Manager. An AEIOU representative may accompany the employee in reviewing the records. Copies of all file materials shall be provided within seven (7) calendar days of receipt of written request from the employee. Employees may be required to pay reasonable copying charges, if any.

**14.3.3** PIC shall release confidential information regarding an employee only in the following circumstances:

- a) On written authorization by the employee or former employee including but not limited to employee requests for employment confirmation (for credit purposes) and prospective employer reference requests regarding the employee;

- b) Where necessary for PIC to protect or defend its legal interests; or
- c) Pursuant to court order, subpoena or other legally-recognized method of discovery.

**14.3.4** PIC shall provide an employee with a copy of any materials placed in the employee’s official personnel file, at the time of placement, which relate to the employee’s work performance. An employee shall have the right to respond in writing to any material placed in such file; the response shall become part of the file. Anonymous derogatory materials shall not be placed in the personnel file. PIC shall not maintain “secret” files regarding employees, however, that does not prohibit supervisors from maintaining “desk” or working files on employees whom they supervise.

**ARTICLE 15 DURATION AND RENEGOTIATION**

**15.1 DURATION.** The effective date of the Agreement shall be July 1, 2022. The term of the Agreement shall be for a period of three (3) years from that effective date until and including June 30, 2025, the Agreement’s expiration date.

**15.2 RENEGOTIATION.** Negotiations for a successor Agreement will commence during the month of October 2024. PIC agrees that it shall maintain the Agreement in its entirety in full force and effect until agreement on a successor Agreement has been reached or until a legal impasse is reached and all statutory requirements have been met.

This Agreement is in full force and effect as witnessed and signed by the duly authorized officers and representatives of the parties.

For AEIOU

*Nora Weruer*

\_\_\_\_\_  
Nora Werner

*Stephanie Voorhees*

\_\_\_\_\_  
Stephanie Voorhees

*Amy Caudillo*

\_\_\_\_\_  
Amy Caudillo

*Jennifer Madsen*

\_\_\_\_\_  
Jennifer Madsen

For PIC

*Amy Simpson*

\_\_\_\_\_  
Amy Simpson

*Victoria Kendall*

\_\_\_\_\_  
Victoria Kendall

*James Juliusen*

\_\_\_\_\_  
James Juliusen

*Heather Waquer*

\_\_\_\_\_  
Heather Wagner

# Appendix I - Evaluation

## Programs for Infants and Children, Inc. Direct Service Provider Performance Evaluation

Employee Name: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_

Professional Domains					
<b>Levels of Performance</b>					
<b>Level 4</b>	Performance consistently exceeds standards at a distinguished level.				
<b>Level 3</b>	Performance consistently meets standards and may occasionally exceed standards.				
<b>Level 2</b>	Performance approaches standards and/or does not consistently meet standards.				
<b>Level 1</b>	Performance is below standards and is not satisfactory.				
<b>Intervention</b>		4	3	2	1
Based on IFSP, creates effective POC that addresses child and family goals and areas of need.					
Provides direct and indirect interventions for children on caseload, according to IFSP.					
Integrates current professional knowledge and skill into interventions.					
Documents intervention and results accurately and effectively.					
<b>Communication</b>		4	3	2	1
Provides family-centered verbal and written communication regarding intervention program.					
Professional practice reflects sensitivity to cultural and social differences.					
Communicates effectively with colleagues, coworkers, community partners and management.					
<b>Professional Responsibility</b>		4	3	2	1
Participates in professional growth activities and continuing education opportunities that enhance service delivery to the 0-3 population.					
Participates in staff, program, discipline and other meetings as appropriate to support quality program.					
Functions as an effective team member.					
Understands and uses the record-keeping and reporting systems proficiently.					
Completes and submits all required documentation according to established timelines.					
Adheres to established rules, regulations, laws and ethics of profession.					
Complies with PIC policies and procedures.					
<b>Eligibility</b>		4	3	2	1
Demonstrates knowledge and understanding of eligibility requirements and governing regulations.					
Selects and administers formal and informal assessment tools.					
Collaborates with trans-disciplinary team and families to complete evaluations and make recommendations.					
Completes documentation of evaluation, eligibility and enrollment.					
<b>Family Service Coordination and IFSP</b>		4	3	2	1
Participates in treatment planning as an IFSP team member.					
Establishes measurable goals based on family priorities, evaluation data and clinical observations.					
Engages in the initiation, facilitation and completion of transition plans as appropriate for team.					
Collaborates and consults with internal resources.					
Collaborates and consults with external/community resources.					

**A narrative, which includes a Performance Summary and Improvement Goals/Plan, must be included.**

I certify that I have evaluated the professional performance of the above named employee and I certify that to date their overall performance:									
<b>Exceeds Expectations</b> (8 or more Level 4 marks)					<b>Needs Improvement</b> (4 or more Level 2 marks)				
<b>Meets Expectations</b>					<b>Not Satisfactory</b> (Any Level 1 mark or 8 or more Level 2 marks)				

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervising Administrator

\_\_\_\_\_  
Date

## Levels of Performance Indicators

*Any area(s) marked Level 1, 2 or 4 require further documentation.*

*Any area(s) marked Level 1, or 8 or more areas marked level 2 results in an overall rating of "Not Satisfactory".*

	Level 4	Level 3	Level 2	Level 1
<b>ELIGIBILITY</b>	Performance exceeds standards consistently at a distinguished level.	Performance consistently meets standards and may occasionally exceed standards in some areas.	Performance approaches standards and/or does not consistently meet standards.	Performance is below standards and is not satisfactory.
3. Collaborates with trans-disciplinary team and families to complete evaluations and make recommendations.		Regularly engages in eligibility evaluations and re-evaluation processes alongside other disciplines. Engages in team discussions, including parents/caregivers, when making service recommendations.	Participation in eligibility evaluations and re-evals is inconsistent. Seeks guidance in order to participate fully in team process. Seeks guidance in establishing appropriate service delivery recommendations (i.e. frequency and duration).	Little or no participation in eligibility evaluations. Does not elicit team input when making recommendations. Evaluation reports consistently do not contain all components identified for which the employee is responsible; reports do not state strengths and deficits. Eligibility / service recommendations not consistent with eval data.
4. Completes documentation of evaluation, eligibility and enrollment.		Evaluation reports contain all components required and are consistent with eval data.	Evaluation reports sometimes do not contain all components and/or identify strengths and deficits. Eligibility/service recommendations are not clearly reflected or are inconsistent with eval data.	Evaluation reports consistently do not contain all components identified for which the employee is responsible; reports do not state strengths and deficits. Eligibility / service recommendations not consistent with eval data.



<b>Levels of Performance Indicators</b>				
<i>Any area(s) marked Level 1, 2 or 4 require further documentation.</i>				
<i>Any area(s) marked Level 1, or 8 or more areas marked level 2 results in an overall rating of "Not Satisfactory".</i>				
	<b>Level 4</b>	<b>Level 3</b>	<b>Level 2</b>	<b>Level 1</b>
<b>FAMILY SERVICE COORDINATION AND IFSP</b>	Performance exceeds standards consistently at a distinguished level.	Performance consistently meets standards and may occasionally exceed standards in some areas.	Performance approaches standards and/or does not consistently meet standards.	Performance is below standards and is not satisfactory.
1. Participates in treatment planning as an IFSP team member.	When the provider is the PSP, consistently takes leadership role in incorporating input of team for IFSP	Collaborates/consults with team in IFSP development.	Holds/participates in IFSP meetings with limited consultation/collaboration. Willing to participate in guidance and training provided by employer.	Consistently does not hold or participate in IFSP meetings. Does not engage in consultation/collaboration with the team.
2. Establishes measurable goals based on family priorities, evaluation data and clinical observations.		Analyzes and interprets data to provide input to the IFSP for relevant goals that are measurable and attainable. Goals consistently reflect identified family priorities	Family priorities are not consistently reflected in goals. Development of measurable, attainable goals emerging.	Goals not consistent with data or family priorities. Goals do not include clear criteria.

<b>Levels of Performance Indicators</b>				
<i>Any area(s) marked Level 1, 2 or 4 require further documentation.</i>				
<i>Any area(s) marked Level 1, or 8 or more areas marked level 2 results in an overall rating of "Not Satisfactory".</i>				
	<b>Level 4</b>	<b>Level 3</b>	<b>Level 2</b>	<b>Level 1</b>
<b>FAMILY SERVICE COORDINATION AND</b>	Performance exceeds standards consistently at a distinguished level. Consistently engages families in comprehensive transition planning. Facilitates communications between families and referral contacts. Engages in process according to the needs of the family, encouraging their lead.	Performance consistently meets standards and may occasionally exceed standards in some areas. Facilitates transition process, including IFSP planning at or before 30 months of age, 90-day meetings, outcomes evaluations and exit summaries.	Performance approaches standards and/or does not consistently meet standards. Transition processes completed inconsistently and/or not timely; actively participates in training and guidance provided by employer.	Performance is below standards and is not satisfactory. Transition plans, 90-day meetings, outcomes evaluations and/or exit summaries not completed or incomplete, or not submitted in timely manner; any of the above >30% of the time.
3. Engages in the initiation, facilitation and completion of transition plans, as appropriate for role on team.	Consistently shares information about caseload, expertise, and resources with colleagues using coaching to build capacity in others. Demonstrates expertise in collaborating with outside agencies and providers. Has established professional relationships within the community. Willing to share knowledge of external resources.	Shares information regarding families on caseload with agency staff members as needed. Seeks input from co-workers to provide a high level of service for children and families on caseload. Identifies needs of children and families that cannot be met through PIC and makes appropriate referrals. Follows up with appropriate collaboration/consultation.	Inconsistently shares information regarding children and families on caseload with agency staff. Does not actively seek out information from co-workers to support service delivery. Identifies basic needs of children and families; becomes familiar with community resources in order to make appropriate referrals. Does not consistently follow up with appropriate collaboration/consultation.	Does not share information regarding children and families on caseload with agency staff. Does not seek to gain knowledge or share expertise with co-workers. Does not recognize the need to make outside referrals, collaborate or consult with community providers and resources.
4. Collaborates and consults with internal resources.				
5. Collaborates and consults with external/community resources.				

## Levels of Performance Indicators

*Any area(s) marked Level 1, 2 or 4 require further documentation.*

*Any area(s) marked Level 1, or 8 or more areas marked level 2 results in an overall rating of "Not Satisfactory".*

	Level 4	Level 3	Level 2	Level 1
<b>INTERVENTION</b>	Performance exceeds standards consistently at a distinguished level.	Performance consistently meets standards and may occasionally exceed standards in some areas.	Performance approaches standards and/or does not consistently meet standards.	Performance is below standards and is not satisfactory.
1. Based on IFSP, creates effective POC that address child and family goals and areas of need.	POC addresses presenting concerns and demonstrates best practice/advanced clinical reasoning.	POC goals are functional and measurable, and plans are updated to reflect changes in child's performance/status.	POCs do not consistently address family goals and identified areas of need. POC goals are not functional or measurable, or plans are not updated to reflect changes in child's performance/status.	POCs are not generated or updated for any-children on caseload.
2. Provides direct and indirect interventions for children on caseload, according to IFSP.	Provides additional services, consults, evals, special projects, etc. above and beyond full caseload, as schedule allows.	Organizes and implements effective interventions while managing a full caseload, showing compliance with IFSP mandated levels of service. Instructs parents/caregivers in intervention techniques appropriate for natural settings.	Inconsistently provides organized, effective interventions while managing a full caseload. Compliance with IFSP mandated levels of service inconsistent. Does not effectively instruct parents/caregivers in intervention techniques for natural settings.	Does not demonstrate ability to provide organized, effective interventions while managing a full caseload. Out of compliance with IFSP mandated levels of service on >25% of caseload. Does not engage parents/caregivers in intervention strategies.
3. Integrates current professional knowledge and skill into interventions.	Displays extensive understanding and ability to carry out interventions and strategies. Advanced clinical reasoning in identifying and delivering a wide range of appropriate intervention techniques.	Displays understanding and ability to carry out intervention strategies. Identifies and performs basic intervention techniques with emphasis on building capacity in family or other team members.	Displays limited understanding and ability to carry out intervention strategies. May need guidance in identifying appropriate intervention techniques.	Does not apply professional knowledge and skills to intervention strategies.

### Levels of Performance Indicators

*Any area(s) marked Level 1, 2 or 4 require further documentation.*

*Any area(s) marked Level 1, or 8 or more areas marked level 2 results in an overall rating of "Not Satisfactory".*

	Level 4	Level 3	Level 2	Level 1
<b>INTERVENTION</b>	Performance exceeds standards consistently at a distinguished level.	Performance consistently meets standards and may occasionally exceed standards in some areas. Consistently maintains required documentation of interventions with sufficient detail to allow for data retrieval for regulatory reporting, billing, and to allow succeeding providers to determine progress and needs of clients.	Performance approaches standards and/or does not consistently meet standards. Does not consistently maintain required documentation with sufficient detail to allow for data retrieval for regulatory reporting, billing, and to allow succeeding providers to determine progress and needs of clients.	Performance is below standards and is not satisfactory.
4. Documents interventions and results accurately and effectively.				Does not maintain required documentation.

## Levels of Performance Indicators

*Any area(s) marked Level 1, 2 or 4 require further documentation.  
Any area(s) marked Level 1, or 8 or more areas marked level 2 results in an overall rating of "Not Satisfactory".*

	Level 4	Level 3	Level 2	Level 1
<b>COMMUNICATION</b>	Performance exceeds standards consistently at a distinguished level.	Performance consistently meets standards and may occasionally exceed standards in some areas.	Performance approaches standards and/or does not consistently meet standards.	Performance is below standards and is not satisfactory.
1. Provides family-centered verbal and written communication regarding intervention program.	Consistently communicates with families/caregivers regarding needs, services recommendations and program options but does not consistently provide adequate information in a family-friendly manner.	Seeks to communicate with families/caregivers regarding needs, services recommendations and program options but does not consistently provide adequate information in a family-friendly manner.	Does not communicate clearly with families/caregivers regarding disabilities/deficits or program options.	
2. Professional practice reflects sensitivity to cultural and social differences.	Demonstrates skill and willingness to engage diverse and/or challenging families/caregivers in early intervention program. Seeks feedback on interactions from peers, supervisors and families.	Demonstrates willingness and persistence in engaging families of diverse cultural and socio-economic backgrounds.	Difficulty sustaining working relationships with families/caregivers of diverse backgrounds. May elicit complaints from families or requests to change providers for this reason.	Professional practice reflects refusal to engage with diverse social population or a pattern of disrespect for differences.
3. Communicates effectively with colleagues, co-workers, community partners and management.	Invites feedback from others on own ideas and communicates effective feedback to others. Willing and able to discuss challenges in a productive manner.	Communicates in a direct, appropriate, timely manner. Uses active listening skills and seeks solutions to resolve conflict.	Level 3 communication skills and strategies emerging or inconsistent.	Unwilling or unable to discuss challenges in a productive manner.

## Levels of Performance Indicators

Any area(s) marked Level 1, 2 or 4 require further documentation.

Any area(s) marked Level 1, or 8 or more areas marked Level 2 results in an overall rating of "Not Satisfactory".

	Level 4	Level 3	Level 2	Level 1
<b>PROFESSIONAL RESPONSIBILITY</b>	Performance exceeds standards consistently at a distinguished level.	Performance consistently meets standards and may occasionally exceed standards in some areas.	Performance approaches standards and/or does not consistently meet standards.	Performance is below standards and is not satisfactory.
1. Participates in professional growth activities and continuing education opportunities that enhance service delivery to the 0-3 population.	Attends additional professional courses that were not required for PIC. Participates in national and/or local professional organizations, beyond licensing requirements.	Meets continuing education requirements for licensing, as applicable, and attends all mandatory PIC inservices, unless excused by supervisor due to circumstances or schedule. Demonstrates a consistent pattern of professional growth.	Meets continuing education requirements for licensing, as applicable. Participates in mandatory PIC inservices 75% of the time unless excused by supervisor due to circumstances or schedule.	Does not participate in professional development activities. Little or no evidence the provider implements knowledge gained through required professional development.
2. Participates in staff, program, discipline and other meetings as appropriate to support quality program.	Provides mentorship and/or clinical supervision to interns students and new employees as assigned. Volunteers to plan and coordinate activities, such as presenting inservices to PIC staff, participating in committees. Shares professional information with staff.	Attends and participates in all meetings unless excused by supervisor due to special circumstance or restricted schedule.	Inconsistently attends meetings, without appropriate justification and/or notification to supervisor.	Does not attend meetings and does not communicate with supervisor.
3. Functions as an effective team member.	Takes responsibility for team functioning such as facilitator, notetaker, time-keeper. Supports team development by sharing knowledge and expertise (ie, during the team meeting, providing consult).	Demonstrates basic understanding and support of team function. Suggests ways to improve team performance. Demonstrates flexibility and readily adapts to changing needs of team.	Does not demonstrate full understanding of role or support of team. Does not consistently support team decision-making processes.	Persistently does not fulfill role as a team member. Blatant disregard for team processes. Not open to negotiation.
4. Understands and uses the record-keeping and reporting systems proficiently.		Established written record-keeping procedures are consistently followed.	Established written record-keeping procedures not consistently followed. Actively participates in guidance and training provided by employer.	Does not maintain required record keeping - in procedure, accuracy, management of confidential information, etc. Documentation is not current or retrievable more than 50% of the time. Does not participate in training or guidance provided by employer.

## Levels of Performance Indicators

*Any area(s) marked Level 1, 2 or 4 require further documentation.*

*Any area(s) marked Level 1, or 8 or more areas marked level 2 results in an overall rating of "Not Satisfactory".*

	Level 4	Level 3	Level 2	Level 1
<b>PROFESSIONAL RESPONSIBILITY</b>				
5. Completes and submits all required documentation according to established timelines.	Performance exceeds standards consistently at a distinguished level.	Performance consistently meets standards and may occasionally exceed standards in some areas.  Consistently submits all required documentation according to established timelines. Includes caseload documentation, work schedules, timesheets, personnel documents, etc.	Performance approaches standards and/or does not consistently meet standards.  Inconsistently submits required documentation according to established timelines; may require numerous requests.	Performance is below standards and is not satisfactory.  Required documentation not submitted, or often beyond established deadlines despite numerous requests.
6. Adheres to established rules, regulations, laws, and ethics of profession.	Serves colleagues as a mentor/resource about rules, regulations, laws and ethics.	Demonstrates knowledge of current practice act and adheres to established rules, regulations, laws, and ethical standards of the profession. Understands requirements and processes for obligations such as mandatory reporter, HIPAA, etc.	Incomplete knowledge of current practice act or legal regulatory requirements, resulting in occasional lack of compliance with published standards.	Professional practice does not reflect compliance with practice act or legal regulatory requirements.  Does not comply with PIC policies and procedures. May receive persistent complaints from clients or ongoing supervisor concerns.
7. Complies with PIC policies and procedures.		Consistently complies with all PIC policies and procedures.	Lacks consistency in complying with PIC policies and procedures.	

## Appendix II

### **Request for Medical Exemption/Accommodation Related to Covid-19 Vaccine**

Programs for Infants and Children (“PIC”) is committed to providing equal employment opportunities without regard to any protected status and a work environment that is free of unlawful harassment, discrimination, and retaliation. As such, PIC is committed to complying with all laws protecting individuals with disabilities or medical conditions. When requested, PIC will provide an exemption/reasonable accommodation for any known medical condition or disability of a qualified individual which prevents the employee from receiving a COVID-19 vaccine, provided the requested accommodation is reasonable and does not create an undue hardship on PIC and/or pose a direct threat to the health or safety of clients, others in the workplace and/or to the requesting employee.

To request an Exemption/Accommodation, please complete Part 1 of this form, have your healthcare provider complete Part 2 (the certification portion), and return them to PIC. This information will be used to engage in an interactive process to determine whether an employee is eligible for such exemption/accommodation and if so, to determine the reasonable accommodations which can be provided that would enable the employee to perform the essential functions of their position without posing a threat of harm to self or others. If an employee refuses to provide such information, the employee’s refusal may impact PIC’s ability to adequately understand the employee’s request or to effectively engage in the interactive process to identify possible accommodations.

Medical exemptions/accommodations for the COVID-19 vaccine will be considered if the employee provides a written certification by a licensed, treating medical provider [a physician (MD or DO), nurse practitioner (NP), or physician’s assistant (PA)], of one of the following:

1. The applicable CDC contraindication for the COVID-19 vaccine, or
2. The applicable contraindication found in the manufacturer’s package insert for the COVID-19 vaccine, or
3. A statement that the physical condition of the person or medical circumstances relating to the person are such that immunization is not considered safe, indicating the specific nature and probable duration of the medical condition or circumstances that contraindicate immunization with the COVID-19 vaccine.



**Part 1 – To Be Completed by Employee:**

Name: \_\_\_\_\_

Date of Request: \_\_\_\_\_

*Verification and Accuracy*

I verify that the information I am submitting in support of my request for an accommodation is complete and accurate to the best of my knowledge, and I understand that any intentional misrepresentation contained in this request may result in disciplinary action.

I also understand that my request for an accommodation may not be granted if it is not reasonable, if it poses a direct threat to the health and/or safety of others in the workplace and/or to me, or if it creates an undue hardship on the Agency.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Part 2 – To be completed by Employee’s Medical Provider:**

Company Name:

Employee Name:

Attention Medical Provider:

Programs for Infants and Children requires a COVID-19 vaccination as a condition of employment. The abovenamed employee is requesting an exemption from this vaccination requirement. A medical exemption from the COVID-19 vaccination may be allowed for certain recognized contraindications.

Please complete the form below. Should you have any questions, please contact \_\_\_\_\_ at \_\_\_\_\_. Thank you.

The above person should not be immunized for COVID-19 for the following reasons (Please check all that apply.):

- History of previous allergic reaction to indicate an immediate hypersensitivity reaction to a component of the vaccine.
- The physical condition of the person or medical circumstances relating to the person are such that immunization is not considered safe. Please indicate the specific nature and probable duration of the medical condition or circumstances that contraindicate immunization with the COVID-19 vaccine.
- Recommended delay in receiving the Covid vaccination due to current Covid-19 infection. Estimated date to resume Covid vaccine series is \_\_\_\_\_ (provide date).
- Other – Please provide this information in a separate narrative that describes the exemption in detail.

I certify that \_\_\_\_\_ has the above contraindication and request a medical exemption from the COVID-19 vaccination.

Medical Provider Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

**Part 3 – To be completed by Human Resources and Executive Director**

Date this Request Form Received by PIC: \_\_\_\_\_

Interactive Discussion with Date(s) if applicable:

Exemption/Accommodation granted? \_\_\_\_\_ Yes \_\_\_\_\_ No

Describe Exemption/Accommodation:

If Exemption/Accommodation granted, list required alternative safety precautions required:

If Exemption/Accommodation not granted, explain why:

Name of Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Date: \_\_\_\_\_

# REQUEST FOR RELIGIOUS EXEMPTION TO IMMUNIZATIONS

Name: \_\_\_\_\_

Date of Request: \_\_\_\_\_

In the area provided below, please write your statement. The statement must address all of the following elements:

- Explain in your own words why you are requesting this religious exemption.
- Describe the religious principles that guide your objection to immunization.
- Indicate whether you are opposed to all immunizations, and if not, the religious basis that prohibits particular immunizations.

You may attach additional written pages or other supporting materials to this form if you so choose.

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## Verification and Accuracy

I verify that the information I am submitting in support of my request for an accommodation is complete and accurate to the best of my knowledge, and I understand that any intentional misrepresentation contained in this request may result in disciplinary action.

I also understand that my request for an accommodation may not be granted if it is not reasonable, if it poses a direct threat to the health and/or safety of others in the workplace and/or to me, or if it creates an undue hardship on the Agency.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_