

# COLLECTIVE BARGAINING AGREEMENT

between

The Arc of the Easy Bay

and

Service Employees International Union, Local 1021, AFL-CIO, CLC

*Effective*

December 1, 2018 to May 31, 2021



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COLLECTIVE BARGAINING AGREEMENT  
between  
The Arc of the East Bay  
and  
Service Employees International Union, Local 1021, AFL-CIO, CLC

**PREAMBLE**

This Agreement is entered into this 1<sup>st</sup> day of December 2018, by and between The Arc of the East Bay (hereinafter called the "Employer" and Service Employees International Union, Local 1021, AFLCIO-CLC (hereinafter called the "Union".)

**SECTION 1. RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for all employees in the unit certified by the NLRB in Case No. 12-RC-519. Those classifications are listed in Appendix A. This agreement shall also apply to any other classifications which may be established by the Employer within the general scope of duties now included within the bargaining unit described in Appendix A. A distinguishing qualification for bargaining unit work is whether the employee's primary job function is to provide direct support to clients. If there is a dispute over whether a classification should be properly included within the bargaining unit, Employer and Union both agree to refer the dispute to the regional office of the National Labor Relations Board.

**SECTION 2. UNION SECURITY**

- A. All employees covered by this Agreement shall have thirty-one (31) calendar days from their initial date of hire to become members of the Union. Those employees who choose to become members of the Union shall, for the term of this Agreement, maintain their membership in the Union to the extent of tendering the periodic union dues uniformly required by the Union as a condition of acquiring or retaining membership.
- B. Upon written notice to the Employer and upon examination of documented proof that an employee has not complied with the above requirement, the Employer shall terminate the employment of such employee within fifteen (15) days after receipt of such notice unless thereafter the employee complies with the above requirements within said time period.
- C. The Employer shall not be required to discharge any employee if the employer has reasonable grounds to believe that Union membership was not available to the employee on the same terms and conditions generally applicable to the other members or if s/he has reasonable grounds to believe that membership was denied or terminated for reasons other than failure of the employee to tender the periodic union dues uniformly required as a condition of acquiring or retaining Union membership.
- D. The union dues described in Section 2, Paragraph A may be deducted from the employee's paycheck upon submission to the Employer of a proper written authorization by the

employee. The Union will hold harmless the Employer against any claim which may be made by any person by reason of said deduction, including the costs, attorney fees and other expenses of defending against such claim.

- E. Not later than the tenth (10th) of each month, the employer shall supply the Union classification, mailing address and date of hire of any newly hired employee and the names of any terminated or laid off or who took an extended leave of absence during the previous month.
- F. At the time a new employee is hired, the Employer shall provide the employee(s) with a copy of this Agreement and any letters of understanding pertinent thereto. The Employer will also provide the employee with an explanation and copies of all employee benefits, including medical insurance plans, and any other insurance or pension plans.
- G. The Employer shall conduct new hire orientation for new employees during their first week of employment. The Union Representative will be allowed to make a presentation not to exceed fifteen (15) minutes to those employees covered by this Agreement.

### **SECTION 3. UNION BUSINESS**

- A. A duly authorized representative of the Union shall be permitted access during working hours to the Employer's facilities and offices for the purpose of observing whether this Agreement is being observed, to investigate complaints of employees, and to assist in the adjustment of grievances. The Employer shall be given notification of the date and time of the visit.

This privilege shall be exercised reasonably and shall not disrupt the work of employees, provided that the Union Representative may confer with an employee and his/her supervisor or other Employer representatives in connection with a complaint or problem concerning the employee during working hours. The Union shall promptly advise the Employer of the name of the assigned business agent.

- B. The Employer agrees to recognize one (1) union steward of the Union at each facility operated by the Employer. Facility shall be defined as a permanent physical, non-community-based location that has union employees. The union steward for each facility shall be an employee assigned to that facility. In the event that a union steward transfers to a new facility, the chapter president shall provide representation to union members until a new shop steward is elected.
- C. The Employer shall make space available on existing bulletin boards for the exclusive use of the Union.
- D. Employees on the Union negotiating team shall be paid their regular salary by the Employer for any negotiations occurring during work hours from the date negotiations commence through the contract expiration or contract reopener date.

- E. The officers and union stewards of the bargaining unit will be allowed three (3) hours release time per quarter on the 3rd Wednesday of the month to attend union steward meetings offsite if onsite facilities are not available. The Union will provide a minimum of two weeks written notice to the Employer requesting time off for the shop stewards to attend this training/meeting. Further, the Union will provide the Employer with the attendance sheet from the union meeting signed/dated by each attendee and verified by the Union Representative.

#### **SECTION 4. SENIORITY**

Except as otherwise provided in this Agreement, seniority shall be defined as the number of hours on paid status with the Employer or its predecessor organization in any capacity. Seniority shall be broken by resignation, retirement, discharge for just cause, failure to respond within seventy-two (72) hours to a request to return from layoff except for good cause, or by twelve (12) months of unbroken layoff. Temporary or temporary staffing employees, except as modified in Section 26 - Paragraph B, shall not accrue seniority for the purposes of this Section.

#### **SECTION 5. LAYOFF OR REDUCTION IN FORCE**

- A. Layoffs in any bargaining unit classification shall be carried out in inverse order of total seniority within the affected classification. If an employee does not have enough seniority to bump a less senior employee within their current classification, they can then bump an employee in another classification with less bargaining unit seniority provided they meet the minimum qualifications. Employee hours working in a classification outside of the SEIU Local 1021 bargaining unit shall not count toward total seniority with the Employer when calculating classification seniority.
- B. Employees who have completed their initial probation period with the Employer and are laid off from a classification shall have the right to bump less senior employees in an equivalent or lower paid classification provided they meet the minimum qualification for said classification. In the event that a layoff or reduction in force is expected to last less than three (3) months, employees shall exercise their bumping rights within their program only if that option is available. In the event that a layoff or reduction in force is expected to or does last three (3) months or more, employees may bump across program lines. Employees who exercise their bumping rights under this Section shall be assigned to the new classification at their existing hourly wage.
- C. Rehires and reinstatements to a classification from which an employee was laid off shall be accomplished in inverse order of layoff.
- D. The Employer shall provide as much notice as possible to the Union and affected employees of any intended layoff. Minimum notice of two (2) weeks or pay in lieu thereof is due any affected employee unless the Employer can establish that they could not reasonably give such notice.

- E. The Employer will meet and confer with the Union as soon as possible in advance of an intended layoff to explore reasonable alternatives to layoff consistent with the Employer's ability to function.
- F. Employees terminated as a result of these measures will be notified of all future Employer vacancies (including new positions) by mail for a period of one (1) year. By the employee's written request, the Union representative shall be sent a copy of all notices. It will be the responsibility of the ex-employee to apply for any position s/he may desire. Qualified ex-employees will be rehired in inverse order of separation. i.e., those with the most seniority will be rehired first. If rehired into the employee's former classification, pay will be set at the last hourly wage held with the Employer. If the employee is rehired at a different classification level, the employee shall be paid at the pay level closest to the current rate of pay for the previously held position. Employees who are rehired within one (1) year of termination as a result of these measures will not lose their seniority as a result of layoff. Previously accrued sick leave will be reccredited to their account.

## **SECTION 6. POSTING OF JOB VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Notice of all job vacancies of the Employer shall be posted on company bulletin boards at each work location for five (5) business days before the closing date. A copy of such notice shall be sent via email to the Union Field Representative at the same time.
- B. For the purposes of promotion or transfer to a vacant position, seniority with the Employer shall govern unless the Employer can demonstrate that the less senior employee is better qualified. Current employees who have completed their initial probation period with the Employer shall have preference over outside applicants unless the outside applicant is better qualified to perform the work required as determined by the Employer; however, such determination shall be: subject to Section 9. Grievance Procedure.

Employees must apply for transfer or promotional opportunities in writing within one (1) week of the vacancy posting at their work location in order to be considered. Preference will be given to qualified internal candidates first. If no qualified internal candidates are identified or selected, the company will fill the vacancy with an outside qualified applicant.

- C. An employee who bids for and is awarded a promotion under this Section shall undergo a probationary period of one hundred eighty (180) calendar days for the new position. During this probation period, the Employer at its discretion may return the employee to his/her former position, if available, or to the nearest comparable position if the former position is not available. The decision of the Employer to remove an employee from the new position during this probationary period is not subject to the Grievance Procedure. In the event such employee is subsequently returned during the probationary period to a position other than that held prior to the promotion, the employee shall, upon request, be given first opportunity to return to their former position when that position is available.
- D. Employees who have completed probation and who are involuntarily transferred as a result of a lay-off or reduction in force shall not be required to serve a new probationary period.



- E. Employees who have completed a probationary period and who seek and are awarded a voluntary transfer to the same classification at another worksite shall not be required to serve a new probationary period.

Probationary employees who seek and are awarded a voluntary transfer shall be required to undergo a new probationary period of 180 calendar days.

## **SECTION 7. DISCIPLINE AND DISCHARGE, COACHING AND COUNSELING**

- A. Employees who have completed their initial probation period with the Employer shall not be discharged or otherwise disciplined except for just cause. Except under circumstances where the employee's conduct constitutes or creates a hazard or danger to clients, staff, or involves dishonesty, gross insubordination or gross misconduct. No employee shall be discharged unless they have received appropriate warning or counseling in the form of progressive discipline as outlined below. Progressive discipline may include the following, as appropriate to the specific violation(s).
  - a. Verbal Warning
  - b. Written Warning
  - c. Written Reprimand
  - d. Suspension
  - e. Discharge
- B. At the employee's request, copies of written warnings and/or reprimands shall be furnished to the Union in a timely fashion within three (3) days of the effective date of the action.
- C. Notice of discharge, suspension or demotion shall be served in person or by registered mail to the employee. The notice shall include the following information: 1) statement of the nature of the disciplinary action; 2) the effective date of the disciplinary action; 3) statement of the cause for disciplinary action, and 4) statement in ordinary and concise language of the act or omission on which causes are based. The Union will be notified of any discharge unless requested otherwise by the employee.
- D. All new employees shall be probationary for their first one hundred eighty (180) calendar days of employment. Each new employee shall be kept appraised of their performance and shall receive an evaluation at three (3) months employment and at the end of their probationary period. Retention of any probationary employees shall be within the discretion of the employer based upon the employee's job suitability and skill. Termination during the probationary period shall not be subject to the Grievance Procedure except on grounds of discrimination as per Section 10 of this Agreement.
- E. An employee shall have the right to a Union Representative present at any meeting with supervisors or management representatives which is disciplinary or investigatory in nature. Employees choosing not to have a Union Steward present will sign a statement to this effect.

- F. Coaching and Counseling are encouraged to bring about effective communication prior to any disciplinary steps. Coaching and counseling are verbal communication designed to draw attention to management concerns with the expectation that such communication will be sufficient in and of itself to motivate an employee to change their behavior.

## **SECTION 8. PERSONNEL FILES**

- A. **INSPECTION**. Records, reports and other material relating to employment and the performance of each employee shall be maintained by the Employer as required by law and shall be open at reasonable times for inspection by the employee concerned, with or without a Union Representative present, at the option of the employee.
- B. **FILING PROCEDURE**. Material relating to performance shall be signed by a person competent to know the facts and a copy of such material shall be provided to the employee. The employee shall acknowledge receipt of a copy of such material by signing the actual copy to be filed. Signature does not necessarily indicate agreement with its contents. The employee shall receive a copy of the material placed in the file.
- C. **ANONYMOUS MATERIAL**. No anonymous material will be placed in the file of any employee. Such material placed in the file prior to the execution of this Agreement shall be removed at the request of the employee and shall be given no Weight or consideration for any purpose whatsoever.
- D. **ANSWERS AND REPRODUCTIONS**. The employee shall have the right to answer any material filed and their answer shall be attached to the file copy. Such material shall not be used exclusive of this answer.
- E. **SECRET MATERIAL**. Material not in the file may not be used against the employee for any purpose.
- F. **COMPLIMENTARY MATERIAL**. Information of a complimentary nature received by the Employer pertaining to the work performance of any employee shall be placed in the employee's personnel file upon the employee's request.
- G. **INCORRECT MATERIAL**. Material will be removed or otherwise deleted from an employee's personnel file if the Employer and the employee agree that the material is incorrect, or the material is determined to be incorrect as a result of the Grievance Procedure.
- H. **OBJECTIONABLE MATERIAL**. Any material objectionable to the employee may be grieved as to whether it is proper to remain in the file.

## **SECTION 9. GRIEVANCE PROCEDURE**

A grievance is defined as a claim or dispute by any employee or the Union concerning the interpretation or application of this Agreement.

**STEP 1.** Grievances shall initially be taken up orally by the employee and/or the Union Steward with the immediate supervisor in an attempt to settle the matter on an informal basis within five (5) working days of the employee having knowledge of the incident.

**STEP 2.** If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing by the employee or their representative and submitted to the supervisor and supervisor will forward a copy to the Human Resources Director. Such grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the section(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance, and signature of the grievant, Steward or the Union Representative. In order to be valid, the grievance must be so submitted within ten (10) working days of the date that the alleged violation occurred or could reasonably be known to have occurred. A written response will be made by the employer within ten (10) working days of receipt of the written grievance. At the request of either party a meeting may be held to attempt to resolve the grievance. A copy of all grievances must be submitted to the Human Resources Director, regardless of Step by the supervisor.

**STEP 3.** If the grievance is not satisfactorily settled at Step 2, it may be presented in writing to the Human Resources Director by the employee within ten (10) working days after Step 2 is completed. The Human Resources Director shall give a written response within ten (10) working days after the submission of the grievance to them.

**STEP 4.** If the grievance still remains unresolved, it may be directly referred to binding arbitration, no later than ten (10) working days after the receipt of the Human Resource Director's response in Step 3 above. Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, the Employer and the Union shall select a mutually agreeable impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within ten (10) calendar days after receipt of the written request for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of (5) representative arbitrators. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement. All expenses of arbitration shall be paid equally by the Employer and the Union. The decision of the arbitrator shall be final and binding upon the parties and shall be issued within thirty (30) days of the arbitration hearing.

Time limits may be extended or waived only by mutual agreement of the parties. If either party fails to comply with the grievance time limits, the grievance will be determined in favor of the other party. The Grievance Procedure and Arbitration provided for herein shall constitute the sole and exclusive method for determining settlement between the parties of any and all grievances herein defined.

The Employer may bring an expedited grievance for any claim that the no-strike clause has been violated. If the Employer grievance concerns a violation of the no-strike clause and the claim is unable to be resolved within twenty-hour (24) hours the grievance may be initiated at Step 3 with the selection of an arbitrator.

## **SECTION 10. NO DISCRIMINATION**

The parties agree to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination based on "race", color, religious creed, national origin, age sex, physical handicap, sexual orientation, veteran status, or protected union activity.

## **SECTION 11. HOURS OF WORK, OVERTIME AND PREMIUM PAY**

- A. A regular work shift shall be any consecutive eight (8) hour period within a twenty-four (24) hour period wherein employee is paid for and performs seven and one-half (7-½) hours of actual work time; receives a net ten (10) minute paid break at about the middle of their first one-half (1/2) shift and then receives a second net ten (10) paid break at about the middle of their second one-half (1/2) shift, and receives a net thirty (30) minute unpaid meal period beginning not more than five (5) hours from the start of their work shift. When a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the employer and the employee.
- B. Time worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular straight-time hourly rate. Time worked between seven and one-half (7 1/2) hours and eight (8) hours in one (1) day or between thirty-seven and one-half (37 1/2) and forty (40) hours in one (1) week shall be compensated at the employee's regular straight-time hourly rate.
- C. Employees shall not be required to work outside their normal work schedule, however, the Employer may require employees to adjust their work schedules for the purpose of attending agency wide quarterly meetings or in-service trainings. Attendance at such quarterly meetings or in-service trainings shall not exceed twelve (12) times per calendar year.
- D. The employer may request volunteers to staff company sanctioned special work events that may occur outside an employee's normal work schedule. While participation is not mandatory, employees will be compensated for hours worked in support of the special event. The employee's regular work schedule will be adjusted to include the hours worked at the special event.
- E. SWING SHIFT PAY. A seven percent (7%) swing shift differential shall be applied to all regularly scheduled work performed after 6:00 p.m.
- F. When the schedule of an off-site work location differs from the Employer's usual schedule, the schedule of the work place will override provided it is legal. However, no employee will be required to work a split shift or other significant variation from the norm except by mutual agreement. The Employer will notify the Union of such variations in schedule so that it may be addressed in collective bargaining, should it occur. Nothing in this provision should be construed to mean decreasing benefits such as holidays, insurance, etc.

- G. Those employees whose regular work day is more than seven and one half (7 1/2) hours shall accrue benefits such as vacation and sick leave prorated at the higher number of hours.

## **SECTION 12. WAGES & CLASSIFICATIONS**

- A. Current wages shall be set forth in Appendix "A" attached hereto which shall be made a part hereof. If the California Governor and State Legislature approve added funding for the Employer, then in that event, this Agreement is automatically open to renegotiate wage increases based on the funding language approved by the State Legislature. The minimum hourly rates for all classifications covered by this Agreement shall be as set forth in Appendix "A" attached hereto which shall be made a part hereof.
- B. A promotion is defined as movement from one classification to a higher paid classification.
- C. At the Employer's sole discretion, an employee may receive increases for exemplary performance. Employer will maintain written documentation in support of the increase.
- D. An employee who is assigned to perform duties in a different classification shall receive the rate of pay of the higher classification for all hours worked in that classification effective the first (1st) day of the assignment. In cases where the employee is assigned to a position in a higher classification, the employee shall be paid the higher rate. In cases where the employee is assigned to a position in a lower classification the employee will maintain their current rate of pay. Employees working in a higher classification and who are above scale shall receive a minimum increase equal to the dollar difference between the top scale of the employee's classification and the scale below it. Employees shall have the right to refuse work in such out of classification assignment.
- E. The Employer agrees to negotiate with the Union an appropriate salary for any new or substantially changed classification covered by this Agreement.

## **SECTION 13. HOLIDAYS**

- A. Full time employees shall receive their usual rate of pay for the following holidays:

NEW YEAR DAY  
MARTIN LUTHER KING, JR.  
PRESIDENT'S DAY  
CHRISTMAS DAY  
LABOR DAY

THANKSGIVING DAY  
DAY AFTER THANKSGIVING  
MEMORIAL DAY  
INDEPENDENCE DAY  
EMPLOYEE'S BIRTHDAY

### **\*2 FLOATING HOLIDAYS**

\*Employees who have successfully completed probation shall receive two (2) floating holidays to be used in the fiscal year.

Employees shall not lose their floating holidays if the Employer's operations will not permit scheduling time off of floating holidays within the fiscal year. In such cases, the floating holidays may be carried over thirty (30) days into the new fiscal year.

Part-time employees shall receive pro-rated time off on holidays.

Employees who have fifteen (15) years of service or more are eligible for one (1) additional floating holiday to be taken within the fiscal year at employee's discretion with supervisory approval.

B. Except as modified below, an employee required to work on any holiday listed in Paragraph A above shall be paid for such work at two (2) times their rate of pay for the hours worked.

C. Full-time employees whose regular scheduled day off falls on a holiday as set forth above shall receive either a day's pay at the straight-time rate or a day off within thirty (30) days at the employee's option. Part-time employees whose regularly scheduled day off falls on a holiday as set forth above shall receive pro-rata pay of time off as provided above based on the percentage of the full-time work week they are regularly scheduled to work.

D. Holidays falling on Sunday shall be observed the following Monday. Holidays falling on Saturday shall be observed the preceding Friday, unless the federally designated holiday differs.

E. Employees not on paid status will not receive holiday time off or holiday pay at the employee's regular straight time hourly rate. This includes employees returning from a leave of absence on a holiday.

F. Employees working at a location which does not observe the Employers holidays, shall be given another holiday in lieu of the holiday on which they worked within thirty (30) days.

G. An employee must have worked their entire scheduled hours before and after the holiday in order to be eligible for holiday pay. If the employee provides the company with verification of an illness for the absence prior to or directly after the holiday, the employee will be eligible to receive holiday pay. When a holiday falls during the regularly scheduled vacation of an employee, the employee will receive holiday pay in addition to vacation pay.

## **SECTION 14. VACATIONS**

A. Full-time employees shall accrue paid vacation, calculated to the nearest month, as follows:

- 1) .625 hours per month during the first four (4) years (can accumulate no more than five (5) weeks (187.50 hours).
- 2) 9.375 hours per month during the fifth (5th) through ninth (9th) years (can accumulate no more than six (6) weeks (225 hours).

- 3) 12.5 hours per month during the tenth (10) and succeeding years (can accumulate no more than seven (7) weeks (262.50 hours).

Part-time employees shall accrue paid vacation on a pro-rata basis.

Employees may use vacation leave in segments of no less than one-half (1/2) day.

Those employees whose regular work day is more than seven and one half (7-1/2) hours shall accrue vacation prorated at the higher number of hours.

B. Vacation requests which are submitted at least one month in advance shall be acted on within ten (10) working days by the Employer. If the Employer does not act on the vacation request within ten (10) working days of submission, the vacation request will be automatically approved. All vacation requests shall be approved unless there is a bona fide, demonstrable operational need preventing approval. Where bona fide operational needs prevent all vacation requests from being approved as submitted, those submitted earliest will be approved.

Vacation requests which are submitted with less than one month's notice may be approved or denied at the Employer's discretion.

C. If a paid holiday, as set forth in Section 13, occurs during an employee's vacation period, that day shall not be charged as a day of vacation.

D. If a member of a Military Reserve or the National Guard is called to duty during vacation, such time shall not be charged against their vacation balance.

E. Employees who are discharged or resign shall be entitled to payment for all vacation accrued at the time of the separation. In the event the employee dies, any accrued vacation shall be included in the final pay check.

F. Employees shall not accrue vacation during their initial probationary period. Upon completing probation, employees will be awarded 5 days of vacation.

G. Employees who have been with the Employer for at least one (1) year and have accumulated at least ten (10) days' vacation, may request an additional week of vacation pay when a vacation of at least one week is taken. For every week of vacation "buyback" received, the employee shall take at least one week of vacation.

## **SECTION 15. SICK LEAVE**

A. Full-time employees shall accrue sick leave with pay, calculated to the nearest half month, at the rate of one (1) day per month from date of hire. Part-time employees shall accrue sick leave on a pro-rata basis. Employees who have accumulated seventy-five (75) hours of sick leave may use up to fifteen (15) hours per year of that leave for personal business. Employees must request such leave at least three (3) days in advance.

Those employees whose regular work day is more than seven and one-half (7-1/2) hours shall accrue sick leave prorated at the higher number of hours.

B. Sick leave with pay shall be granted in the event of sickness or disability which renders an employee unable to perform their duties of employment. Sick leave shall be granted for necessary medical or dental appointments. Sick leave shall be granted for the purpose of administering to the care and treatment of an ill or injured member of the immediate family when the employee's presence is required for such care.

C. Probationary employees shall accrue but may not use sick leave during the first three months of employment, except in the case of industrial injury. A probationary employee may use sick leave if s/he is injured on the job.

D. Sick leave shall be applicable only on days during which the employee would have been scheduled to work. Pay for sick leave shall be at the rate of pay which the employee would have received had she/he worked their regular straight-time schedule that day.

E. If an employee is absent on the day immediately before and/or immediately after a holiday occurs, such absence(s) shall be charged against sick leave without the employee presenting verification of illness.

F. When an employee is eligible to receive disability benefit payments, the employee may, at their option, receive their full disability benefit payment plus such portion of their accrued sick leave pay as shall aggregate to an amount equal to, but not exceeding the employee's regular rate of pay. In cases of industrial injury entitling the employee to Worker's Compensation Insurance payments, the same method of integration with accrued sick leave shall apply. However, if an employee is permanently separated from employment as a result of disability, the employee shall be paid for all accumulated sick leave in addition to whatever disability benefit payments to which s/he may be entitled.

G. An employee absent for three (3) or more consecutive working days including holidays may be required to present a doctor's statement indicating illness or injury, and the approximate date of ability to resume their duties. If an employee becomes ill while on vacation, s/he may charge accrued sick leave for such period of illness provided the employee can show proof of illness if required to do so. To be eligible for sick leave pay the employee must call to inform her/his supervisor on the 1<sup>st</sup> day of illness.

H. Sick leave may be accumulated.

I. An employee is required to inform their supervisor or supervisor's office of illness or injury at the commencement of regular working hours or as soon as reasonably possible.

J. An employee absent for three (3) or more consecutive working days will be required to present a doctor's work status report from their attending physician indicating the days the employee was absent due to illness or injury, including anticipated or estimated return to work date. Whenever possible, the employee shall inform the supervisor of their intended date of return.



K. There shall be no payout for unused sick leave upon an employee's termination, layoff, retirement or death except under the following circumstance. Full payment for all accumulated sick leave shall be paid in the event of termination due to disability.

L. When an employee is injured on the job, the employee will be compensated at the employee's regular hourly rate for time missed for the initial exam by a health care provider up to their normal scheduled work hours for that day. Thereafter, the employer will allow up to one-hour of paid time per occurrence for the employee to attend therapy sessions to regain their pre-injury health status provided that the employee has returned to work. The employee may also use their sick leave to cover such absences over and above the one-hour. The employee should make every effort to schedule their follow-up appointments before or after their work schedule.

## **SECTION 16. BEREAVEMENT LEAVE**

- A. Bereavement leave time is granted for making funeral arrangements, attending the funeral, memorial service, burial, paying respects to the family at a wake or visitation, dealing with the deceased's possessions and will, and any ancillary matters that employees must address when a loved one dies.
- B. In the event of a death of an immediate family member of an employee, the employee shall be granted up to four (4) days of paid time off (at the employee's regular hourly rate), to attend pre or post burial matters. The company will require verification of the need for bereavement leave from the employee, (i.e. death certificate, newspaper clipping).
- C. Immediate family members are defined as an employee's spouse, registered domestic partner, parents, stepparents, adopted parents, sisters, brothers, children, stepchildren, adopted children, grandparents (maternal or paternal), mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or grandchildren.
- D. The company understands the deep impact that death can have on an individual or a family, therefore additional time off may be granted, paid (use of vacation benefit) or unpaid. Individual employee circumstances may be discussed with the employee's manager and Human Resources Director to determine whether additional considerations are needed.

## **SECTION 17. JURY DUTY PAY**

An employee who is on call for jury duty shall be excused from work. The employee is to furnish his or her supervisor with a copy of the jury summons prior to the time such duty is scheduled. The employer will pay the employee their normal compensation for up to 10 days of jury duty. Employees shall receive their regular pay while on jury duty. All reimbursement for jury duty, exclusive of transportation costs or mileage payment for which reimbursement is made, shall be shown to the Employer. The amount of the jury duty pay will be deducted from the employee's paycheck. No deduction in leave time or break in

"continuity of employment" will be made for such service. If jury duty is expected to last thirty (30) or more working days the employee shall request that they be dismissed, due to hardship to the Employer. The Employer shall assist with any necessary documentation.

## **SECTION 18. LEAVE OF ABSENCE**

### **PERSONAL LOA:**

- A. A personal leave of absence from work shall be defined as an absence without pay.
- B. Any regular full-time or part-time employee who has completed their probationary period is eligible to request a personal leave of absence (LOA).
- C. All requests for a personal leave of absence must be submitted in writing by the employee at least one month from the beginning date of the LOA request to their immediate supervisor. The request shall include: the reason for the leave of absence; duration of the LOA with the beginning and ending date. All requests will be reviewed within 10 days from the date of submission by the Human Resources Director (or designee) and the employee's immediate supervisor to determine whether or not the request will be granted. Maximum period for personal LOA is thirty (30) calendar days. No extension for a personal LOA will be granted beyond the maximum thirty (30) day period.
- D. Employees will not accrue vacation, sick leave or service credits toward step increases for the period granted by the employer for a personal leave of absence.
- E. Employee's benefits will remain in effect during the approved personal leave of absence period, not to exceed thirty calendar days. However, it is the employee's responsibility to pay their portion of the benefit premium that they would pay as an active employee.
- F. Upon return from an approved personal leave of absence, the employee will be reinstated to active duty to the position they previously held before taking personal leave of absence.

### **FAMILY LEAVE OF ABSENCE/CALIFORNIA FAMILY RIGHTS ACT LEAVES (FMLA/CFRA/PDL):**

- A. The Employer agrees to consider requests for leave of absence without pay of employees who have one (1) or more years of continuous service, worked 1,250 hours in the past 12-months from the start date of the FMLA/CFRA leave of absence. The request for FMLA/CFRA should be in writing. The employer and the Union agree to comply with the Family Medical Leave Act of 1993. Employees taking leave qualified under FMLA/CFRA may utilize any available Company paid benefits which will be integrated with any State Disability benefit the employee may receive not to exceed the employees normal wage.
- B. The employer reserves the right to require appropriate documentation to establish the necessity for the requested leave and to require advance notification as required in the act.

- C. Application for medical leaves must be accompanied by written certification from the employee's physician, (or in the case of a family member, by the family members attending physician), setting forth the reason for such leave and the anticipated duration of such leave.
- D. For any medical leave that is granted, the Employer may require periodic updates of the physical condition of the employee. Prior to returning to work from a medical leave, the employee shall furnish the Employer with physician's certification that the employee is released to full duties.
- E. The employer will place employees returning from leave of absence on or before the date of expiration in their most recent position (including shift assignment) prior to leave or to a comparable position.
- F. During FMLA/CFRA leaves, the employees' group health coverage and payment of the employees' health premiums will be continued during your FMLA/CFRA approved leave, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. The employee will be expected to pay their portion of the health premiums to the employer for each month that the employee is out on an approved FMLA/CFRA leave of absence. Should the employee take time off over and above their FMLA/CFRA leaves, the employee will have the option of continuing their health benefits coverage through COBRA. The benefits information will be sent to the employee at that time.
- G. An employee who desires to return to work from a leave of absence shall give the Employer five (5) days prior notice whenever practical in writing of their return to work date.
- H. The Employer and the Union will comply with the Uniformed Services Employment and Reemployment Rights Act of 1994.
- I. Pregnancy Disability Leave (PDL) – An employee disabled by pregnancy is entitled up to four months (17 ½ weeks) disability leave. PDL can be taken before or after birth during any period of time the employee is physically unable to work because of pregnancy or, a pregnancy related condition. The employee's health care provider determines how much time the employee will need. Your group health coverage during your PDL will continue at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.

### **INDUSTRIAL INJURY**

- A. When an employee sustains an industrial injury and the attending physician recommends that they not complete their scheduled hours during the day on which the injury occurs, the Employer will compensate the employee for the difference between the hours actually worked less than eight (8) and eight (8) hours at the straight time hourly rate.
- B. Recognizing that some employees who are injured on the job are temporarily unable to perform the duties of their jobs but are frequently able to perform physically less demanding

work until fully recovered, the Company will make every effort to utilize such employees while they are medically restricted to light duty work if available.

- C. The Company shall not use light duty work as a device to layoff or take work away from regular employees.
- D. While assigned to light duty work, employees are expected to abide by all Company rules and regulation and supervisory instructions, except for any instructions clearly in violation of the employee's medical work restrictions.
- E. The Company's Workers' Comp insurance carrier will pay up to the limits of California Workers Compensation Law for hours worked by the employee while on temporary light duty assignment.
- F. An employee off work due to an industrial injury/illness, their benefits and payment of their health premiums will be continued as if they were at work. The employee will be expected, however, to pay their portion of the health premiums to their employer for each month that the employee is not working. Should their time off extend beyond three months (3), the employee will have the option of continuing their health benefits coverage through COBRA and the benefits information will be sent to the employee at that time. Medical services provided to the employee that are specific to the employee's industrial injury/illness will continue to be provided to the employee and paid for by the Company's Workers Comp insurance carrier.

## **SECTION 19. EDUCATIONAL LEAVE**

Employees may apply to attend school during their normal work hours. The Employer's decision to allow an employee to attend school during work hours, shall be made on a case by case basis. The Employers decision in this matter shall be final and not subject to the Grievance Procedure. Should the Employer require further education for any employee, the employee shall receive normal straight time hourly rate for those hours spent attending school during the Employers normal work day. No employee shall be required to attend school outside normal work hours unless compensated with pay.

## **SECTION 20. USE OF PRIVATE AUTOMOBILE**

Any employee who wishes to be reimbursed for mileage for use of their personal automobile or other vehicle in the course of their required or assigned duties for the Employer shall be reimbursed for such use and the employer shall pay in full the costs of parking and toll fees subject to the following. All such expenses totaling \$20 or more in any month must be turned into the Employer within thirty (30) days. Any month in which expenses total \$20 or more which are not turned into the Employer within 30 days may, or may not, at the Employer's option be reimbursed by the Employer. Any month in which expenses total less than \$20 which are not turned into the Employer within ninety (90) days may, or may not, at the Employer's option be reimbursed by the Employer. The Employer is free to require receipts and mileage reports. The Employer shall reimburse the employee for the mileage at the current IRS standard

mileage rate. An employee who agrees to use their personal automobile in the course of their assigned duties must carry basic driver's liability insurance required by state law. For this Section thirty (30) days means 30 days following the month in which the expense was incurred.

## **SECTION 21. HEALTH AND WELFARE BENEFITS**

- A. **Life Insurance:** The Employer shall provide term life insurance coverage for all eligible employees. The amount of such insurance shall be 100% of the employee's annual salary as of July 1, of each year rounded up to the nearest thousand to a maximum of \$50,000. The policy shall include Accidental Death and Dismemberment coverage.
- B. **Health Insurance:** The Employer shall provide eligible employees with a Kaiser Health Plan through the Dublin Sure Healthcare Trust. The employee is responsible to pay their co-payment, which will be made through a payroll deduction. See Appendix B for a co-payment schedule.
- C. **Dental Insurance:** The Employer will provide dental insurance to eligible employees through the Dublin Sure Healthcare Trust. See Appendix B for a co-payment schedule.
- D. **Long Term Disability:** The Employer shall provide long-term disability insurance for the employee.
- E. **Effective Date of Coverage:** The Employer shall enroll eligible employees in the above-mentioned medical insurance programs on the first day of the month following the employee's date of hire. Dental enrollment will be effective the first day of the seventh (7<sup>th</sup>) full month of employment.

Part-time employees who work twenty (20) hours or more per week shall be entitled to pro-rated health and welfare benefits. The pro-rating shall be done based on a thirty-seven- and one-half hour (37.5) work week. See Appendix B for part-time, pro-rated co-payments.

## **SECTION 22. AFFIRMATIVE ACTION**

The Employer shall take reasonable Affirmative Action with respect to the composition of its work force and shall at all times conform with the requirements of state and federal law. The Employer shall share information related to its Affirmative Action program if the Union has reasonable grounds for requesting such information.

## **SECTION 23. JOINT UNION MANAGEMENT COMMITTEES**

During the term of this Agreement the parties agree to meet to discuss ways that we may better serve our target community. The composition of the committee shall be divided between union and management staff. The committee shall meet during work hours at a time agreed to by both parties.

## **SECTION 24. IN-SERVICE TRAINING**

In the event that employees volunteer to provide in-service training, compensation, if any, shall be negotiated between employee and Employer. For the purpose of this paragraph, on-the-job training shall not be considered in-service training. Employees who are sent to training may be required to "report back".

## **SECTION 25. USE OF VOLUNTEERS**

Volunteers may be assigned the duties of any classification covered by this Agreement. However, it is not the intent of the Employer to replace employees or lessen their regular hours of work through the use of volunteers. Volunteers shall be used only to perform task-limited and/or time-limited supplemental services.

## **SECTION 26. USE OF TEMPORARY EMPLOYEES OR TEMPORARY STAFFING**

- A. The Union and the Employer agree that temporary employees or temporary staffing retained through a staffing agency are not part of the bargaining unit, therefore, are not covered by this Agreement. Temporary employees or temporary staffing are brought on to replace a regular full-time or part-time employee on a day by day basis who is absent for an undetermined short-term period not to exceed ninety (90) days or to fill a labor shortage during the hiring process not to exceed one hundred eighty (180) days.
- B. During the hiring process or to fill a labor shortage, a temporary employee or temporary staffing agency employee's original start date with the company shall be applied to their length of service and become their seniority date for the purpose of determining benefit eligibility and job seniority length.
- C. In no event shall a temporary employee or temporary staffing fill a vacant bargaining unit position while the Employer is engaged in the recruitment process to fill said vacant position beyond six months. They must either be hired as a permanent employee or released by the Employer.
- D. The Union Representative will be notified by email of all temporary hires.

## **SECTION 27. HEALTH & SAFETY**

The Employer shall make every reasonable provision for the health and safety of employees. One member of the Union shall sit on the Employer's Health and Safety Committee.

## **SECTION 28. DRESS CODE**

Our dress code company policy outlines how we expect employees to dress at work. Employees should note that their appearance matters when representing the Employer in front of our clients, visitors and the public when we are working in the field. An employee's appearance can create a positive or negative impression that reflects on our company and culture.

These dress code rules always apply:

- All employees must be clean and well-groomed. Grooming styles dictated by religion and ethnicity aren't restricted.
- All clothes must be work appropriate.
- Any clothing or jewelry worn by the employee that poses a safety concern or hazard are not allowed.
- Closed toe shoes must be worn when working inside the company facilities.
- All clothes must project professionalism. Clothes that are too revealing or inappropriate aren't allowed.
- All clothes must be clean and in good shape. Discernible rips, tears or holes in the clothing are not allowed.
- Employees must avoid clothes with logos, pictures or writing that are inappropriate.

Employees will be counselled by their supervisor if their dress or appearance is inappropriate. In some cases, supervisors may ask the employees who reports to work inappropriately dressed to return home to change. The time away from the job will be unpaid.

### **SECTION 29. NO STRIKE, NO LOCKOUT**

During the term of this Agreement, the Union shall not strike the Employer's facilities and the Employer shall not lockout employees. Notwithstanding the above, employees shall not be required to cross lawful picket lines at the Employers facilities or lawful picket lines elsewhere.

### **SECTION 30. MANAGEMENT RIGHTS**

The direction of the Employer's employees, including, but not limited to the establishment of working conditions, the right to direct the work force, to select and determine the number and types of employees required, to hire, transfer, promote, suspend, discipline and discharge employees, consistent with job descriptions to assign work in accordance with the requirements determined by management, to establish and change work schedules and assignments, to lay off employees for lack of work, to expand or diminish services, to subcontract or transfer any work or operation, to determine and change work locations and the processes and materials to be employed, is the exclusive function of management, to the extent that any such matters are not otherwise covered or provided for in this Agreement.

### **SECTION 31. SEPARABILITY CLAUSE**

In the event that any of the provisions of this Agreement shall be held to be in violation of any state or federal law or regulation, such determination shall not in any way affect the remaining provisions of this Agreement. The parties shall re-negotiate any section determined invalid within thirty (30) days.

### **SECTION 32. JOB DESCRIPTIONS**

The Employer shall maintain job descriptions which set forth as accurately as possible the responsibilities and activities to be performed by employees during the normal course of their

work. Any additional duties and responsibilities not explicitly specified in the job description, shall be reasonably related to the job description. At the time an employee begins work or is assigned to a new position, s/he shall be provided with a job description outlining the duties and assignments of that position as an aid to understanding the requirements of the new job.

### **SECTION 33. CONFLICT OF INTEREST**

Employees will report to management outside jobs that may result in a conflict of interest with the Employers mission.

### **SECTION 34. SOCIAL CONTACT POLICY**

Social contact is defined as those circumstances, outside of program, when the employee takes responsibility for the client/worker.

- A. Within the first three (3) days of employment, the Director of the Program or their designee will spend no less than 10 minutes specifically explaining to new employees the Employer's concerns regarding potential lawsuits arising from contact with clients outside working hours and professional conduct and responsibility in relation to clients.

The Director, or their designee, will explain the necessity for employees to make clear to clients (or, if more appropriate, the clients' families or legal guardians), that social contacts with clients outside working hours are the employee's responsibility and the Employer neither sponsors, nor is responsible for such contacts.

- B. The Director or their designee will have any new Bargaining Unit employee read this Section of the contract in their presence.
- C. Both the Director or their designee and the new employee will sign a statement confirming that Sections A and B of this Article have been complied with.
- D. Social contact with clients outside working hours. It is the absolute responsibility of each employee if s/he chooses to have social contact with clients outside working hours to make clear to the client (or, if more appropriate, the client's family or legal guardian) that such contacts are not under the auspices of the Employer and that the Employer has no responsibility for the clients and/or the employee outside work hours. Failure to comply, may result in discipline.

Employees will obtain a disclaimer from each client (or family, or guardian), when there is social contact. These disclaimers will be filed in the confidential section of the employees' personnel files and the employee shall obtain a copy for themselves.

E. Exception to Social Contact Policy:

1. Employees may attend funerals of clients, without complying with the Social Contact Policy. However, if they take clients with them after work hours, it does constitute social contact.



2. Chance encounters with clients in public places, (i.e. grocery stores, movies, ball games, parks, etc.), do not fall under this policy, so long as the employee and client engage only in the normally required pleasantries and continue about their business.
3. No employee shall be disciplined in any manner whatsoever, if the Director or their designee have failed to meet the contractual requirements spelled out in Sections A, B, and C of this Section.

### **SECTION 35. BARGAINING OBLIGATION**

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counterproposals with respect to any matter subject to bargaining, and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

### **SECTION 36. TERM OF AGREEMENT**

This Agreement shall be effective December 1, 2018 and shall remain in full force and through May 31, 2021 and shall continue in effect from year-to-year unless either party serves notice upon the other to amend or terminate the Agreement. Sixty (60) days' notice shall be given to amend or terminate the Agreement after May 31, 2021.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement on the below dates:

#### **For The Union**

SEIU Local 1021

Name

Date

5/13/19

Millie Cleveland  
Millie Cleveland, Union Field Representative

Scherry St. Julien  
Scherry St. Julien, Chapter President

Marianella Winkle  
Marianella Winkle, Chapter Vice-President

Lynette A. Slay  
Lynette Slay, Negotiation Team Member

#### **For The Employer**

The Arc of the East Bay

Name

Date

01/23/2019

Pastor Betty Clark  
Pastor Betty Clark, Board President

Ron Euler  
Ron Euler, CEO

Patty Pistello  
Patty Pistello, HR Director

## Appendix A

### Wages

Effective December 1, 2018 each employee shall have their respective hourly wage then in effect frozen for twelve (12) months except as required by any state or federal minimum wage adjustments. Effective upon ratification of the MOU the following one-time bonuses will be paid:

- One to Two years of service - \$250
- Three to Ten years of service- \$500
- Eleven to Nineteen years of service- \$750
- Twenty years or more of service - \$1,000

Years of services, for the purpose of this one-time bonus were set as of 10/25/18.

### Programs

AVP  
Scope  
Community Services (SE)  
First Step  
Leap  
VDC

### Bargaining Unit Jobs, Classifications, and Wage Ranges

| Job Title                         | Classification Grade      | Starting Wage Range* |
|-----------------------------------|---------------------------|----------------------|
| Worker Supervisor                 | 3                         | \$13.00-\$15.00      |
| Secretary                         | 6                         | \$13.00-\$15.00      |
| Associate Teacher                 | 6                         | \$13.00-\$15.00      |
| Job Life Skills Instructor        | 6                         | \$13.00-\$15.00      |
| Community Worker Supervisor       | 6                         | \$13.00-\$15.00      |
| Habilitation Coordinator          | 7                         | \$13.00-\$15.00      |
| AVP Instructor                    | 7                         | \$13.00-\$15.00      |
| AVP Instructor ASL                | 7                         | \$13.00-\$15.00      |
| Teacher                           | 10                        | \$13.00-\$15.00      |
| Teacher Aide                      | 10                        | \$13.00-\$15.00      |
| Job Coordinator - Coach           | 12                        | \$13.00-\$15.00      |
| Direct Support Coordinator – LEAP | No current classification | \$13.00-\$15.00      |

\*Minimum wage may vary from city to city due to local ordinances. The minimum wage of the city of employment will govern.

\*\*State minimum wage

as of 1/1/18 is 11.00

as of 1/1/19 is 12.00

as of 1/1/20 is 13.00

as of 1/1/21 is 14.00

as of 1/1/22 is 15.00

## Appendix B

### Medical copays (monthly)

| Coverage             | Co-payment \$ |
|----------------------|---------------|
| Employee Only        | 49.92         |
| Employee +1 child    | 132.07        |
| Employee +2 children | 144.48        |
| Employee + spouse    | 101.10        |
| Family               | 300.00        |

### Dental copays (monthly)

| Coverage               | Co-payment \$ |
|------------------------|---------------|
| Employee Only          | 3.00          |
| Employee +1 dependent  | 4.00          |
| Employee +2 dependents | 5.00          |

### Part-time employees

#### Pro-rated health and welfare benefits

| Hours   | % of Benefits |
|---------|---------------|
| 20-29.5 | 40%           |
| 30-34.5 | 20%           |

