COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE ARC OF BUTTE COUNTY

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 1021

JULY 1, 2024
THROUGH
JULY 1, 2027

The Arc

LOCAL 1021
SEIU
Stronger Together

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PREAMBLE

This Collective Bargaining Agreement is made this by and between the ARC of Butte County, Inc. ("Employer" or "ARC") and Service Employees International Union, Local 1021 ("Union"). Pursuant to the provisions of the National Labor Relations Act, representatives of the Service Employees International Union, Local 1021 met and conferred concerning the subjects of wages, benefits, and terms and conditions of employment.
This Collective Bargaining Agreement ("CBA") represents the good faith effort of both the ARC and the Union to reach agreement on such matters falling within the scope of bargaining. The signatures at the end of this CBA on behalf of the ARC and the Union shall provide conclusive evidence that both parties have ratified this CBA and the ARC of Butte County, Inc. Has ratified this CBA.

ARTICLE I: COMPLETE AGREEMENT

Except as specifically provided in Article XIX, Term, during the term of this Collective Bargaining Agreement, the parties expressly waive and relinquish the right to meet and confer on wages, hours of employment, and terms and conditions of employment, and agrees the parties shall not be obligated to meet and confer with respect to any subject or matter whether referred to or covered in this Collective Bargaining Agreement, or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both Employer and Union at the time they met and conferred on and executed this Collective Bargaining Agreement, and even though such subjects or matters were proposed and later withdrawn. Both parties acknowledge that such waiver and relinquishment as set forth above carries with it the commensurate prohibition for either party from effecting a unilateral change in an employment condition falling within the scope of negotiations under the National Labor Relations Act. The foregoing does not prohibit a mutual waiver by both parties should they agree to meet and confer on any subject during the term of this Collective Bargaining Agreement.

ARTICLE II: RECOGNITION

Scope of Bargaining Unit:
Pursuant to the certification issued by the National Labor Relations Board in Case No. 20-RC-17986, the Employer recognizes the Union as the exclusive collective bargaining representative of the employees in the following bargaining unit:

Included: All regular full-time, regular part-time and casual employees including Maintenance employees, Independent Living Programs Instructors, Socialization Training Assistants, Social Recreation Instructors, Support Services Providers, Recreation Instructors, Day Program Instructors, Thrift Store Clerk/Receivers, Thrift Store Pick Up and Delivery Drivers.

Excluded: All other employees, management employees, office administrative Staff, confidential employees, managers, professional employees, fundraising/telemarketing staff employees, Respite Care Providers, Respite Schedulers, Program Coordinators, Day Program Supervisors, Thrift Store Supervisor, guards, and supervisors as defined in the National Labor Relations Act.

New Classifications:
When the Employer creates a new classification that falls within Program areas that the Union represents, the employer will submit the new classification for review by the Union. The program areas are: Independent Living Program, Day Program, and Thrift Store. The issues of the proposed job description and proposed wage rate for such new classification will be the subject of a meet-and-confer with the Union. If the parties cannot, in good faith, reach an agreement within

forty-five (45) days of the Union receiving the classification information, the parties agree that the Employer may implement the classification.

ARTICLE III: SEPARABILITY

If any provisions of this Collective Bargaining Agreement are held to be contrary to law by a court of competent jurisdiction, or held to be outside the scope of negotiations, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Whenever any provision of this Collective Bargaining Agreement is affected as set forth above, either party may, by giving written notice to the other within thirty (30) days of the court's action, open negotiations on the subject of the affected provisions.

ARTICLE IV: MANAGEMENT RIGHTS

Management of the ARC is vested exclusively in and with the Management Staff of ARC and the ARC Board and any applicable subgroup or designee thereof. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the ARC Management. Except as otherwise provided in this Agreement, the Union agrees that the ARC Management has the right to make and implement decisions relating to areas including but not limited to those enumerated below. Although the ARC Management may upon request consult with Union concerning the following areas, the ARC Management is not obligated to bargain with the Union as to such areas during the term of this Agreement.

Examples of the rights reserved solely to the Arc management and its agents and officials include, but are not limited to, the following rights:

- To establish the ARC's missions, programs, objectives, activities, and priorities;
- To plan, supervise, direct and control the use of resources to achieve the ARCs missions, programs, objectives, activities, and priorities;
- To establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be conducted;
- To introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
- To determine the location or relocation, reorganization, or discontinuance of operations; to determine where employees shall work; or subcontract all or any portion of any operation;
- To assign, reassign and schedule work; to determine the need for overtime;
- To establish the size, composition, and qualifications of the work force;
- To recruit, hire, develop, train, evaluate, promote, transfer, demote, or layoff limited appointment, career, or probationary employees;
- To determine the basis for, and to determine the amount granted for merit increases unless modified by a collective bargaining agreement;
- To establish, modify, and enforce standards of performance, conduct, and safety for employees; and to determine the process by which employee performance is evaluated;
- To reprimand, suspend, release, or otherwise discipline or discharge employees for misconduct or failure to perform satisfactorily unless modified by a collective bargaining agreement.
- To maintain safety standards and programs;
- To determine and modify job classifications and job descriptions.

The above enumerations of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the ARC Management be construed to mean that any right is waived.

ARTICLE V: UNION RIGHTS

Access for Union Representatives:

General:
A duly authorized representative of the Union shall have access to non-working areas of the Employer's facilities at reasonable times when such access is necessitated by matters concerning the administration of this Agreement. Such representative shall not interfere with the work of employees or the confidentiality of clients. If the representative wishes to meet with an employee or employees, such meeting shall be held on non-work time such as lunch periods and breaks.
If such a meeting during non-work time is not feasible the employee(s) and the authorized representative shall be permitted, subject to client care requirements, to sign out for the duration of the meeting and the individuals shall be paid for the time signed out through utilization of hours from the Union time bank

New Hires:
The Union shall have access to newly hired employees for a presentation. The Union will be allowed thirty (30) minutes during the employee's work day to discuss Union business, subject to employee approval and within work requirements.

Union Stewards:
The Employer agrees to recognize the duly appointed Union Stewards. Union Stewards all suffer no loss of pay for working time spent attending meetings when conducting union business. The conduction of Union business shall be on non-work time if feasible. If it is not feasible to conduct Union business on non-work time the individuals involved shall be permitted, subject to client care requirements, to sign out for the duration of the meeting and the individuals shall be paid for the time signed out through utilization of bours from the Union time bank.
The Employer shall provide written notification to the Union of a newly hired bargaining unit employee no later than ten (10) days after the employee's start date, including the employee's name, classification and start date.
The Union will provide to the Employer a list of Stewards and Union officers who shall be provided to each newly hired bargaining unit employee within ten (10) days after the employee's start date.

Bulletin Boards:
The Employer shall make available bulletin board space in a non-public location at each of the Employer's facilities for the posting of official notices of Union business.

Use of Facilities:
Upon request, the Employer's meeting room facilities may be made available during business hours for use by bargaining unit employees and the Union, provided that such facilities are available and that there would be no cost to the Employer.
Application for use of such facilities shall be made to the Executive Director or the Executive Director's designee. The granting or denial of such requests, and any conditions placed upon such usage, shall be in the Employer's sole discretion.

Investigatory Interviews:
An employee shall, upon request, be entitled to the presence of a Steward at an investigatory interview conducted by representatives of the Employer, when such employee reasonably believes that the investigation may result in disciplinary action against him or her.

Access to Executive Director:
Union stewards shall have reasonable access to the Executive Director to discuss concerns that may arise as an informal problem-solving process.

ARTICLE VI: UNION SECURITY

Each employee in the bargaining unit shall have the right to join or not to join the Union; membership is voluntary and membership is not a condition of employment. Each employee who is a member of the Union has the right to withdraw from the Union with thirty (30) days written notice after twelve (12) continuous months of membership.
The ARC shall notify the Union, in writing of all new hires and separations on a semi-monthly basis.
The ARC shall not be liable to the Union, any employees, or any other party by reason of this section for the remittance or payment of any sum other than the actual deductions made from the employee's paycheck. The Union shall save and hold the ARC harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the ARC under this section.
The Union shall provide the ARC with the appropriate forms for dues deductions and with written authorization signed by the unit member for the payroll deduction. Both the Union and the ARC shall approve the form by which employees elect to join the Union.
The ARC shall deduct membership dues from the wages of unit employees who are Union members. Authorizations for deductions must be submitted to the ARC by the 15th day of the month in which the deduction is made. Deductions shall be made during each payroll period and a check for the total deductions shall be submitted to the Treasurer of Local 1021 within ten (10) working days of the date of deductions. The ARC Will include with each dues transmittal an explanation of any changes since the previous transmittal.
The Union shall notify the ARC of any cancellation or changes in the deduction authorization within ten (10) days of receipt.

ARTICLE VII: TIMEBANK

The Arc of Butte County agrees to the establishment of a Union time bank for use by employees for the sole purpose of performing or conducting Union business without loss of pay, subject to the following Employee Contribution conditions: Employees may contribute only vacation hours from employee's accrued vacation
Balance, and such contribution shall be voluntary and non-revocable. Contributions shall be made on a form provided by the ARC of Butte County and signed by employee making the contribution. Contributions shall be made in whole-hour increments only.

Maximum Hours:
The Maximum number of hours from employee contributions, which may be contributed and utilized in any calendar year, shall be two hundred and forty (240) hours. Any hours remaining in Union's time bank on December 31 shall be carried over into the next calendar year and credited toward the two hundred and forty (240) hour maximum contribution amount.

Scheduling and Approval of Use:
Union agrees to give the ARC of Butte County as much advance notice as is practicable requesting use of time bank hours. Union's time bank hours shall not be used by any employee without prior written approval of employee's department Supervisor, or department supervisor's authorized representative, and only if such use does not unduly disrupt department operations.

Union Approval of Use:
Union's time bank hours shall not be contributed or utilized without prior written approval of Union's designated representatives.

ARTICLE VIII: NONDISCRIMINATION

General
Neither the Union nor the Employer shall unlawfully discriminate against any employee based on race, color, religion, ancestry, national origin, age, sex, gender expression, gender identity, military status, veteran status, marital status, medical condition, physical or mental disability, sexual orientation, pregnancy, childbirth or related condition, or other conditions protected by law. Complaints arising under this section may be processed under the entire grievance procedure.

Dignity Clause - The Employer and the Union are committed to providing a workplace where all employees, regardless of their classification or pay status are treated in a manner that maintains generally accepted standards of human dignity and courtesy.

Union Membership and Activities:
There shall be no discrimination by the Employer against any employee because of membership in the Union or because of any activities on behalf of the Union. There shall be no discrimination by the Union against any employee because the employee has refrained from joining the Union or has refrained from engaging in activities on behalf of the Union. Neither the Union nor the Employer shall restrain or coerce any employee with respect to his or her decision to join or refrain from joining the Union.

ARTICLE IX: DISCIPLINE

All employees are required to adhere to the standards of behavior stated in the employee handbook. Failure to abide by these standards will subject the employee to discipline up to and including termination. The determination of the discipline lies within the sole discretion of the Executive Director. Any disciplinary action taken up to and including termination can be reviewed via the Open Door Policy (Article XII Section N, CBA, page 33).

Employee Conduct
The following conduct is prohibited and will not be tolerated by the Arc. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and the agency's operations are also prohibited. All employees must conduct themselves as a representative of this agency in a proper business-like manner at all times. The Employer may, in accordance with and subject to the collective bargaining agreement, discipline or terminate any employee for engaging in prohibited conduct or conduct deemed to be averse to the Employer's interests.
Note: Omission of a warning does not constitute permission to engage in prohibited conduct.

- Failure to maintain appropriate work situation dress, grooming and personal hygiene standards.
- Failure to reasonably notify your direct supervisor, or if that is not possible the administrative office as soon, as possible if you are unable to report to work or will be delayed.
- Failure to maintain and submit accurate timesheets in a timely manner. Time sheets shall be submitted on the 1st and 16th of each month.
- Violation of any safety, health, or security policy, rule, or procedure.
- Using foul, threatening, or abusive language.
- Accepting employment outside the agency that interferes with the efficient performance of the employee's duties or involves a conflict of interest.

- Falsification of timecards, client documentation, records and/or reports.
- Stealing or misuse of the Employer's property (including lists, rosters, records) or property of any employee or client.
- Making false, vicious, or malicious statements regarding the Employer, its employees, management, clients, or services.
- Engaging in criminal conduct whether or not related to job performance.
- Violation of the ARC's Drug Free Workplace Policy.
- Insubordination, including but not limited to improper conduct toward a supervisor or member of management, refusal or failure to perform tasks assigned by a supervisor, or refusal or failure to comply with supervisor's reasonable instructions.
- Committing or involvement with any act of unlawful harassment.
- Violations of the stated Employer's policies and procedures.
- Release or misuse of confidential information about the Employer or its consumers.
- Failures to perform assigned work or meet a required deadline.
- Incompetence, inefficient or careless performance of duties, including failure to maintain reasonable quality or productivity standards as stated within the employee handbook, job descriptions and/or employee procedures, rules and regulations.
- Falsification of timecards, either your own or another employee's.
- Failure to observe working schedules.
- Excessive absenteeism as defined in Section M. Absences.
- ILP instructors who fail to complete their client's weekly hours consistently. (If hours are not consistently met their caseload will be reassigned.)
- Working overtime without prior authorization except as outlined in Section J, Overtime.

Notice to Employee:
Copies of all written disciplinary notices shall be provided to the employee in question. The employee shall be provided with a space to indicate receipt of the notice, but not necessarily agreement with its content. All records of disciplinary nature will be maintained in the employee's personnel file.

Notice to Union
The Employer will provide notice of all written disciplinary measures to the employee in writing. It is the responsibility of the employee to contact the Union. The employee may be represented through all phases by the Union. In the case of termination, SEIU will receive a notice from the Employer as part of our existing semi-monthly notification agreement.

Appeal
Any employee subject to discipline may utilize the Open Door Policy to request a hearing with the Executive Director and the Executive Committee of the Board of Directors. The employee must submit a written request to the Executive Director designee within ten (10) working days. The employee may be represented by the
Union at their discretion. The Executive Committee will render a decision within five (5) working days. The decision of the Executive Committee is binding.

ARTICLE X: LABOR/MANAGEMENT COMMITTEE

The Employer and the Union are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient operations and a maximum accomplishment of Employer/Program objectives. To this end, it is recognized that matters may arise which may be best resolved in a labor/management meeting. The meeting shall be held at the request of either party. The meetings will be scheduled within two weeks of any request at a time and place to be jointly agreed upon. The Committee shall be comprised of an equal number of

representatives of the Employer and the Union and shall discuss matters that may arise. The Labor/Management Committee is advisory only and shall have no authority to amend or delete any specific provision of this Agreement.

ARTICLE XI: EMPLOYEE BENEFITS

Unless otherwise specified, the benefits described in this Collective Bargaining Agreement are for regular full-time personnel. In addition, as noted below, part-time employees who are regularly scheduled to work twenty (20) hours or more per week qualify for prorated sick, vacation and holiday pay.
More detailed information regarding employee benefits is set forth in the official plan documents that govern the plans and the individual Benefit/Plan booklets. If there is any real or apparent conflict between descriptions in this Agreement and the terms, conditions or limitations of the official plan documents, the provisions of the official plan documents will control.
This Agreement does not describe all the exclusions, limitations or conditions of the benefit programs. Employees who wish to inspect any official plan documents can make an appointment with the Office Manager for that purpose. Employees may obtain the booklets from Human Resources.
The agency offers benefits in each of the following areas:

Insurance Benefits

Eligibility for health insurance coverage for regular full-time employees will begin on the 1st day of the month after the employee has completed thirty (30) days of employment. For employees who move into regular full-time employment, the thirty-day period will begin when they qualify as regular full time. Full time is defined as being regularly scheduled for 30 hours or more per week. Dependent coverage is available at the employee's expense.

The base health Insurance will be equivalent to the Blue Shield of California Gold Tandem PPO. Arc will pay 75% of the Base Health Care Plan for the employee only, the employee will pay the remaining 25%, or a lesser amount based upon federal ACA regulations. The total employee contribution will include any deductions in effect due to plan differences and dependent coverage.
Additionally, the Arc will pay 100% of the employee-only premiums for Dental, Vision, and a life insurance plan with $10,000 coverage. Additional coverage for employee or dependents is available at the employee's expense.

COBRA

In the event of job loss or reduction in hours, an employee may be eligible for continuation of coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA). All employees receive notice of their rights under COBRA; at the time they first become covered under the health insurance plan and again upon any qualifying event. This information is available on request from the Human Resources and will be provided to each employee upon a qualifying event.

Sick Leave

The Employer's sick leave policy provides the employee with salary continuation during limited periods of illness and injury. Sick time is "front loaded" into the employee's account in full at the beginning of each calendar year, and new hires will have their sick time prorated based on date of hire. Employees may begin using accrued sick leave after completion of thirty (30) days of employment.
All regular, full-time employees receive 13 days (105 hours) of sick time per year.
All part time and casual employees receive 40 hours per year.
The Executive Director may request verification of illness/injury by a physician after three consecutive days of absence.
In California, the Employer sick leave program is coordinated with State Disability Insurance (SDI). Employees eligible, and with accumulated sick leave, may receive from the Employer the difference between their regular wages and maximum allowable SDI. If the sick leave occurs due to a work- incurred injury or illness, the employee may choose to

receive accumulated sick pay that is equivalent to the difference between his/her full salary and any temporary Disability payments received through the Workers' Compensation system. When accumulated sick leave runs out, the Employer's payment ceases.

Holidays:
All regular full-time employees are entitled to the following paid holidays. The Employer grants the following paid holidays to regular part-time employees who are regularly scheduled to work twenty (20) hours per week or more on a prorated basis.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Holidays observed during an employee's scheduled vacation shall be paid as a holiday and not be considered as a vacation day. When a designated holiday falls on a Sunday, the following Monday shall be observed. When a designated holiday falls on a Saturday, the preceding Friday shall be observed.

Floating Holiday:
In celebration of your work anniversary, all regular full-time employees are entitled to one floating holiday per year after the first thirty (30) days of employment. Regular part-time employees who are regularly scheduled to work 20 hours per week or more are entitled to one floating holiday per year on a prorated basis after the first thirty (30) days of employment. If the floating holiday is not taken by the employee's annual anniversary date, it will be forfeited. Requests for taking the floating holiday should be submitted to your supervisor at least seven (7) calendar days in advance. Approval will be deemed automatic where there is either no response from the approving party or the requesting party receives a response less than two (2) days prior to the requested date.
Your supervisor will resolve any scheduling conflicts.

Vacation
Regular full-time employees are granted annual vacation with pay as follows:

- Employees with less than three years of continuous service shall be entitled to earn ten days (80 hours) per year at the rate of 3.33 hours per pay period.
- Employees who have completed three years of continuous service shall be entitled to earn up to fifteen days (120 hours) of paid vacation per year at a rate of 5 hours per pay period.
- Employees who have completed more than five years of continuous service and every year thereafter until the tenth year of employment shall be entitled to the following:

Year 6: Paid vacation equal to 16 days (128 hours) of vacation per year.

Year 7: Paid vacation equal to 17 days (136 hours) of vacation per year.

Year 8: Paid vacation equal to 18 days (144 hours) of vacation per year.

Year 9: Paid vacation equal to 19 days (152 hours) of vacation per year.

Year10: Paid vacation equal to 20 days (160 hours) of vacation per year.

Regular Part -Time employees who work twenty (20) hours or more per week are entitled to accrue vacation on a pro-rated basis. Casual employees are not entitled to vacation benefits.

Requests for vacation time off will not be granted until the employee has completed 30 days of continuous employment, although the vacation time will accrue during this period. Requests for paid vacation time of three (3) days or more should be submitted to your supervisor at least fourteen (14) calendar days in advance: requests for shorter duration should be submitted at least seven (7) days in advance. Approval will be deemed automatic where there is either no response from the approving party or the requesting party receives a response less than two (2) days prior to the requested dates. The employee's supervisor will resolve any scheduling conflicts.

If an employee is in need of time off to attend to personal business during the first 30 days of continuous employment, said employee may approach the Executive Director or his/her designee regarding a flexible work time arrangement to take the required time off. Employees cannot accrue vacation time beyond twice the employee's current annual vacation accrual. Employees cannot take vacation in advance of accrual.
Salary will not be credited in lieu of vacation except in situations of urgent financial need such as: purchasing/repairing a home or car, unplanned medical expenses, or college tuition. Such requests must be submitted in writing to the Executive Director.

Illness During Vacation:
An employee who becomes seriously and unexpectedly ill during a vacation period of one week or longer may charge accumulated sick leave rather than accumulated vacation time for the days on which such employee is ill, provided that satisfactory documentation is furnished to the employer for review and approval of Human Resources promptly upon the employee's return from vacation.

Holiday During Sick Leave:
If a paid holiday, as set forth under Section J of this document, occurs during employee's sick leave, as defined under Section E (Sick Leave) of Employee Benefits, that day shall not be charged to sick leave but shall be charged as a paid holiday. This condition shall be applicable in short-termed situations only. Where long term situations are in effect, such as, but not limited to SDI, Workers Compensation, leaves of absence, etc., this condition shall not apply.

Health and Illness Time Bank
ARC employees may contribute vacation hours into a "Health and Illness Time Bank". The hours will be contributed to the vacation time of a "specific employee" and added to their vacation hours. The hours will be used only to support an ARC employee who has a major illness and is in need of additional hours to supplement their pay.
Employees may contribute only vacation hours from employee's accrued vacation balance, and such contribution shall be voluntary and non-revocable. Employee contributions shall be made on a form provided by the ARC and signed by the employee making the contribution. Contributions shall be in whole-hour increments only.

Jury Duty
Employees shall be allowed five (5) paid days per year for Jury Duty. All other absences for jury duty will be unpaid, except where necessary to maintain exempt status under state and federal wage and hour laws.

Bereavement Leave
It is the ARC's policy to provide bereavement leave to employees who have experienced the death of a loved one.
The employee shall upon request be granted up to a total of five (5) days of bereavement leave per year, to be used at the discretion of the employee, as needed.

After the Bereavement Leave has been utilized the Employer may grant an additional two (2) days of leave which will be charged to the employee's Sick Leave, Vacation, or Personal Holiday time.

Employee Leave Acts
The Employer will follow all "California Family Rights Act" and "Federal and Medical Leave Act" regulations as they apply to the agency employees. These policies are included in more detail in the ARC Employee Handbook. Additionally, the ARC provides all other legally required leaves of absence, (e.g., military leave, school activities leave, emergency personnel leave, domestic violence leave, voting leave, rehabilitation leave, etc)
Please direct any questions re: leaves of absence to Human Resources.

Extended Leave
Extended Leave will be always based on current State and Federal laws.

State Disability Insurance (SDI)
California has a disability insurance program designed to protect unemployed and disabled individuals against loss of wages when they are unable to perform their regular or customary work due to sickness or injury. SDI payments are for illness/injury not related to employee's work. All employees are entitled to this benefit provided they meet the eligibility requirements of the SDI program.

Workers' Compensation
All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. The Employer carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job may be eligible to receive payment through the insurance company as long as it is reported immediately to the employee's Supervisor or Human Resources In addition to disability payments, necessary hospital, medical, and surgical expenses may be covered under Workers' Compensation, with payment being made directly to the hospital or physician.

Social Security
The Social Security Administration (SSA) administers the federal program of retirement, survivors, disability insurance benefits, and health insurance for people 65 and over. All Employees are covered under this program. Employees and the Employer share the responsibility of paying contribution on a 50-50 basis. The employee's share is deducted from each paycheck, as required by law.

PERFORMANCE REVIEW AND PAY

Performance Review Process
Every employee's work performance, progress, and potential are reviewed upon completion of a six (6) month introductory period, then every twelve (12) months thereafter (Annual Review).
The review provides an employee the opportunity to receive an evaluation of past performance and future expectations. The focus will be on skills, quality and quantity of work, job knowledge, cooperation, attitude, work habits, adaptability, and attendance.

Pay

Pay shall be established through Pay Ranges assigned to each applicable job. The pay range shall consist of six (6) pay steps; Step One (1) through Step Six (6) with the introductory period denoted as "Step 1".

For the purpose of this article "Anniversary Date" shall mean the date that an employee is eligible for "Step 2" in the case of an employee originally appointed at "Step 1", or in the instance of an employee Being hired at a step higher than "Step 1", one (1) year after the day of such employment.

Progression through Pay Steps shall be subject to and conditioned upon an employee achieving a "Fulfills Job Requirements" or above as the Overall Performance rating on the employee's "Performance Review" for each of the time period.

Progression from Pay "Step 1" to Pay "Step 2" shall require a six-month period of service in Pay "Step 1" or "Introductory Period". The period of service for the "Step 1, Introductory Period" may be extended by management up to six (6) additional months. Progression though all other Pay Steps shall require a 12-month period of service in the prior Pay Step. In addition to the required periods of service, employees must achieve a "Fulfills Job Requirements" or above, in accordance with performance conditions set forth in subsection, above.

Once an employee has successfully completed all 6 steps in a position, they will then move to the next promotional level, (example: ADP Instructor 1: step 6, would then move to ADP Instructor II: step 1)

Employees who have successfully completed their Introductory Period and who fail to achieve a "Fulfills Job Requirements" rating during their annual review shall be provided the reasons for the ratings and a specific time period to improve their job performance. No implied employment security or pay rate increases are guaranteed by employee performance reviews. The Executive Director is responsible for determining the continuance of employment and pay rates within the policies set by the Board of Directors, subject to the requirements set forth by the National Labor Relations Act.

Compensation

It is the aim of this Employer to pay salary rates consistent with those paid by other community agencies, based on comparable skill and education requirements. Regular employees will receive salary increases based upon the financial capacity of The ARC and the employee's annual performance review. The Board of Directors will review salary ranges on an annual basis.

ARTICLE XII General Employment Procedures and Policies

Equal Opportunity

The ARC of Butte County is an Equal Opportunity Employer. Employment opportunities are based upon one's qualifications and capabilities to perform the essential functions of a particular job. The ARC prohibits discrimination and as such all employment opportunities are provided without regard to race, color, religion, creed, sex, pregnancy, childbirth or related medical condition, ancestry, citizenship, national origin, age, military status, veteran status, marital status, sexual orientation, gender identity, gender expression, physical or mental disability, medical condition, or any other characteristic protected by state or federal law. This Equal Employment Opportunity policy applies to all employment practices, including recruitment, hiring, compensation, benefits, promotion, training, transfer, discipline, layoff, recall, and termination.

The ARC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. If you are unable to perform the essential functions of your job because of a disability, notify Human Resources in writing. While the ARC welcomes your suggestions for accommodations to enable you to perform the essential functions of your job, the ARC will make the final decision as to what reasonable accommodation to provide. Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate Supervisor and/or Human Resources. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination

will be subject to disciplinary action, up to and including termination of employment.

Employment Procedures

General

In addition to the interviews given an applicant, employee references and information contained in the application form are used in determining qualifications for employment. Employment will be based on qualifications only. All information submitted is subject to verification. Falsification of information is cause for immediate termination. All personnel must pass a pre-employment backgrounds check, drug test, and TB screening, and are required to produce documentation of their legal right to work and their identity within three days of date of hire. All personnel are required to sign an Agreement of Confidentiality at the time of hire.

Categories of Employment

All employees are classified as either:

Exempt: Those who are excluded from the coverage of particular state and federal wage and hour laws.

Non-Exempt: Those who are covered by the state and federal wage and hour laws. For these employees, an accurate record of actual hours worked each day must be maintained and the payment of overtime is required by law.

In addition, all employees are designated according to the following categories:

Regular Full-Time: Those who are regularly scheduled to work thirty (30) hours per week or more. Full-time personnel are entitled to all benefits provided by the Employer under the conditions specified for participation.

Regular Part-Time: Those who are regularly scheduled to work less than thirty (30) per week. Part-time personnel are entitled only to those benefits required by law, except that part-time personnel who are regularly scheduled to work twenty (20) hours per week or more will receive vacation and holiday pay on a prorated basis.

Casual: Persons employed on an as-needed basis. A casual employee may be temporary, irregular, or on-call with a fluctuating schedule, or persons employed full- time for special project duration. Casual employees are not eligible for company benefits; only paid sick leave, or other benefits required by law.

The introductory period for all employees is six (6) months.

Paydays

All employees are paid twice monthly. Time sheets shall be submitted on the 1st and 16th of each month for payment on the 10th and 25th immediately following.

Salary Advances

It is the Employer's policy not to permit advance payments of salary.

Hours of Work

Employees are expected to work their scheduled work hours. The workweek begins at 12 AM on Monday and ends at 12 AM on Sunday. The Employer may require employees to work overtime in response to the needs of the Employer. Employees may not work overtime without prior authorization from their Supervisor Additionally, exceptions to an employee's normal scheduled workweek, if agreed upon by the employee and their Supervisor may be granted in response to the needs of the Employer, except as stated in Section J, Overtime Pay.

All employees are required to demonstrate regular and punctual attendance, are required to clock in and out in a timely and accurate manner, and are required to approve their timecards at the end of each pay period on the 16th and last day of each month. Failure to do so may result in corrective action.

Breaks and Mealtimes
All employees shall schedule a minimum one (1) half-hour for mealtime after not more than five (5) hours of work in cooperation with co-workers, and two (2) 15-minute breaks during each 8-hour workday as best required for efficiency. Each break period should be scheduled as close to possible to the middle of each 4-hour work period.
Break periods may not be used for late arrivals, early dismissals and/or to extend the meal period.

Overtime Pay
The Program Director or his/her designee must authorize overtime for any non-exempt employees before the overtime commences. The overtime hours worked must be included on the regular time sheet with an approval signature. Employees who work overtime without prior authorization will be subject to disciplinary action, up to and including termination subject to the collective bargaining agreement.
Employees are authorized to work overtime without prior authorization if an emergency safety situation occurs while the employee is in the field working with a client. The employee will attempt to notify his/her supervisor as soon as possible concerning the situation. Employee may be required to work overtime to attend mandatory staff trainings. The Employer compensates employees for overtime in accordance with federal and state regulations.

Time Sheets
Each employee is responsible for maintaining his or her own time sheet and is to record the actual hours worked. Employees who work more than five (5) hours are required by law to take an unpaid lunch break. Working through lunch is not permitted, with the exception of ADP Instructors, who take a paid "on duty" lunch in order to fulfill client to staff oversight ratios as dictated by state licensing. ADP Instructors may request an occasional "off duty" lunch break to take care of personal needs, so long as this break is approved by the ADP Director for scheduling purposes. The lunch break must be recorded on the time sheet.

Tardiness
Employees shall be considered tardy if they are not at their workstation ready to begin work at the beginning of the workday shift. Preparing and eating breakfast or other meals at the beginning of an employee's shift is not allowed, and any meal prep should wait until an approved break period. Employees may not leave prior to the end of their normal working time without authorization. The Executive Program Director shall monitor the hours of work for each employee and counsel an employee if tardiness or leaving early becomes excessive.

Absences
In order to meet high workload and licensing requirements, and each employee is needed and expected to be regularly on the job and ready to work when the workday begins, and to work continuously until the workday ends.
Absences will be classified as excused when due to one of the following reasons:

- Illness
- Hospital requirement
- Prior approved leave of absence
- Bereavement leave.
- Leave to care for ill family members

In situations where continued absences create a hardship for the Employer and the clients we provide services for, the Employer may be forced to temporarily replace the absent employee. An unreported absence is unexcused. Failure to notify the agency of any absence may result in discipline including termination. An employee who fails to report for work or notify a supervisor of his/her absence for three consecutive workdays will be considered to have voluntarily quit. The reason for an absence should be documented on the employee's time sheet.

Open Door Policy

An open channel for the expression of employees' suggestions and complaints is a fundamental principle of sound employee relations.

Each employee is encouraged to bring problems, suggestions, or complaints to the attention of the Executive Director and/or the Board of Director's Personnel committee. No employee will be penalized for seeking assistance or resolution from the Executive Director. Be it known that confidentiality is protected.

If an employee has a concern that affects his/her working environment the employee should meet with his/her supervisor. The supervisor shall reply in writing back to the employee within five (5) business days what response and/or action is proposed as a solution to the concern. If the employee feels the concern is not dealt with in a sufficient manner, he/she may take the concern to the Executive Director. The Executive Director will meet with the employee and the employee's supervisor to further address the concern. The Executive Director shall reply in writing back to the employee within 5 business days what response and/or action is proposed as a solution to the concern.

Personnel Records

It is the employee's responsibility to keep their personnel records accurate and up-to-date for our office. Immediately notify the Human Resources of any changes in your address, telephone number, marital status, number of dependents, insurance beneficiaries, name change, etc. All personnel records are confidential. Employees have the right to examine the contents of their confidential personnel file upon written request with reasonable notice. The HR Director or other Employer representative will be present during your examination of your file. The contents are the property of the agency and may not be removed; the employee may request duplication in writing.

Reasonable copy charges will apply. The Employer will be responsible for making the copies.

Supervision of Employees

Direct supervision of immediate family members while in the employment of the Arc is prohibited. No supervisor shall attempt to influence or persuade any employee serving on the Board of Directors with respect to any board business including but not limited to voting, contracts, proposals, or personnel matters.

Mileage/Business Reimbursements

No mileage reimbursement shall be allowed for transportation between an employee's home and his or her place of work, but will be approved for any business-related travel outside the employee's normal commute. Direct mileage between an employee's home and a client's location may will be reimbursed if it is for the purpose of client care. Reimbursement within this case requires pre-approval unless an emergency situation arises.

All mileage reimbursement requests require that the "Mileage Report" form be submitted along with the employee's timesheet as a condition of receiving such reimbursement. Any employee who is authorized to drive his or her personal motor vehicle on the Employer's business must maintain at least the minimal level of

Automobile insurance required by the State of California and must provide a copy of Such to the employer upon request. Proof of a current, valid driver's license number and expiration date must also be provided to the Employer.

In the event an employee uses personal funds for a business purpose, said employee will be reimbursed provided the expense was approved in advance by their supervisor or Human Resources. All reimbursement requests must have a receipt with date of service, client/business contacts name, and reason for the expense.

Staff Training

All staff who attends Employer sponsored orientations and monthly staff trainings will be paid at their highest rate of pay for those hours in attendance. The reinstitution of online training will be subject to the meet and confer process. Employees are allowed to receive paid training hours up to eight (8) hours in a working day. The employee will not be paid for any training time that results in the employee earning overtime in any given day or that result in the employee earning

Filling of Open Bargaining Unit Positions
Definitions:
A "transfer" is any change of worksite which results from an employee requesting to fill a position vacancy.
Vacancy or Open Position is an existing position that the Employer has posted and intends to fill or is a new position. Positions that become Open or Vacant.

Adult Day Program Transfers within Classification
Bargaining unit positions that become open or vacant shall be posted at each work site and the Arc Stores for five (5) working days. Employees may, at any time during the posting period, submit a written request to the Program Director or designee to transfer into a vacant position. Employees shall have the right to withdraw a written request to transfer by correspondence to the Program Director or designee at any time until the position is filled or refuse the position at time of offer. Any such requests submitted before 5:00 PM on the last day of the posting shall be considered.
This section applies only to bargaining unit employment classifications "Adult Day Program Instructors I & II". Transfers into open positions will be filled by the applicant with the most 'Department Seniority', as defined in Article XIV-Layoff or Reduction in Force, Section C, with the Adult Day Program as the specific department.

Out-of-Class Open Positions
Bargaining unit positions that become open or vacant shall be posted at each work site and the ARC Stores for five (5) working days. Employees may, at any time during the posting period, submit a written request to the Program Director or designee to apply for the open position.
Employees shall have the right to withdraw a written request to transfer by correspondence to the Program Director or designee at any time until the position is filled or refuse the position at time of offer. Any such requests submitted before 5:00 PM on the last day of the posting shall be considered.
This section applies only to applicants that are bargaining unit employees applying to open bargaining classifications and open positions not filled by Section 1.

Adult Day Program Transfers within Classification.
To fill the open position the Out-of Class applicants must meet position requirements. Transfers into open positions will be filled by the applicant with the most 'Agency Seniority', as defined in Article XIV-Layoff or Reduction in Force, Section C. Positions will be filled in-house by qualified applicants, prior to accepting outside applicants. Applicants into any of these open positions will be held to position assignments consistent with the other requirement set force in Article XIV.

ARTICLE XIII: HEALTH AND SAFETY
Occupational health and safety is the mutual concern of the Employer, the Union and employees. Both the Employer and employees have an obligation to maintain a safe working environment and shall take such reasonable steps within their ability or authority to complete this obligation. Employees or the Union shall report safety and health hazards of which they are aware to the Employer. The Employer shall comply with applicable federal, state and local safety laws, rules and regulations. Nothing in this Agreement shall imply that the Union has assumed legal responsibility for the health and safety of employees. All employees are responsible for maintaining a safe environment, including but not limited to, client safety, keeping his/her work area clean and orderly, and performing the tasks outlined within his/her job descriptions and/or employee agreements.

Right to Refuse "Unsafe Work"
An employee acting in good faith has the right to refuse to work under conditions that the employee reasonably believes present an imminent danger of death or serious harm to the employee. The Employer shall not discipline or discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested that the Employer correct the hazardous conditions but the conditions are not corrected, and the danger was one that a reasonable person

under the circumstances would conclude is an imminent danger of death or serious harm. An employee who has refused in good faith to perform assigned tasks shall retain the right to continued employment and receive full compensation for the tasks that would have been performed.

ARTICLE XIV LAYOFF OR REDUCTION IN FORCE

Layoff Defined

A layoff may be a voluntary or involuntary separation of employees due to lack of work, lack of funds, or an Employer decision to operate with fewer employees or positions or with different positions or to subcontract bargaining unit work.

Notification

The Employer shall notify the Union in advance of any intended layoff that will result in any employee being removed from the department work schedule and is anticipated to be longer than six (6) weeks, at least fourteen (14) calendar days written notice of any intended layoff to all affected employees, except when circumstances make such notice impossible. The Union may request a meet and confer session in writing to the Executive Director or the Executive Director's designee within seven (7) calendar days to explore alternatives to layoff. Said meet and confer session will take place within seven (7) calendar days of receipt of such request to meet and confer.

Seniority Defined

Agency Seniority

Agency seniority is defined as continuous employment with the Arc of Butte County regardless of job classification or department, measured by an employee's starting date less any periods of separation and/or absences. Agency seniority will be utilized only when there is an intended layoff that will result in any employee being removed from the department work schedule and is anticipated to be longer than six (6) weeks.

Department Seniority

Department Seniority is defined as continuous employment an employee has worked within a department.

Order of Layoff

Bargaining Unit Position Displacement Rights

Agency seniority will be utilized to determine layoffs and displacement of employees that are anticipated to be longer than six (6) weeks. A layoff of this nature shall be accomplished in inverse order of "agency seniority"; that is, the least senior employee shall be laid off, provided that the employee to be retained meets the minimum qualifications for the position and has the skill and ability to perform the job and accepts the transfer to the new position within two (2) working days following notification of layoff. For purposes of this paragraph, a working day shall be defined as Monday through Friday, excluding holidays.

Adult Day Program Scheduling

The daily work schedule will be determined based upon the number of clients in attendance and according to client-to-staff ratios set by Far Northern Regional Center and Community Care Licensing. If there is a need to send employees home the first option will be to send individuals home that volunteer. These employees will stay at the day program and work two (2) hours. If there are not enough volunteers, "department seniority" will determine who will go home for the day. The individual(s) who will be sent home shall be selected in inverse order of department seniority; that is, the least senior employee shall be sent home.

Exceptions to this section include one-on-one aides and individual employees that possess a specialized knowledge or skill required by an individual or group of clients. Included within this requirement are individuals hired based on their ability to work with clients with special behaviors, or to speak a second language and/or sign.

Independent Living Program Scheduling (Consumer Choice)
All clients and families have the freedom to determine the placement and/or the continuation of an employee that will provide their services, thus giving them free and complete choice over who provides them with services.

ARC Thrift Stores Scheduling
Management retains the right to determine the monthly work schedule based upon the need to retain flexibility between the needs of both stores, with the Thrift Stores open seven (7) days a week and the mixture of part-time, full-time and on-call drivers and clerks.

Recall From Layoff
Recall from layoffs shall be accomplished in inverse order of layoff. A laid-off employee shall retain, for a period of six (6) months, recall rights to his/her former position. Notice of recall shall be sent by certified mail, return receipt requested, to the employee's last known address, and to the Union at the address shown in the section "Notices". An employee shall forfeit recall rights if such employee fails to return to work within fourteen (14) calendar days after notice of recall is sent. Any employee returning from layoff shall retain all seniority that he or she held at the commencement of such layoff.

Loss of Seniority and Employee Status.
An employee's seniority and employee status shall be lost for any of the following reasons:

- Voluntary or involuntary termination.
- Failure to return to work from a layoff within fourteen (14) calendar days after notice of recall was sent.
- Layoff for six (6) consecutive months.

ARTICLE XV: ASSIGNMENTS OUT OF CLASSIFICATION
Temporary Supervisor Placement
If an employee is temporarily assigned to the position of Supervisor, the employee will be paid at the Step One level hourly rate of pay for all hours worked in that higher paid classification.

CASS Assignment
If an employee who is working as an instructor is temporarily assigned to work as "CASS" staff position, within their daily shift, that employee will be paid for all hours worked within that daily shift at their instructor rate of pay.

ARTICLE XVI: STAFF LIAISON TO BOARD OF DIRECTORS
Annually during the term of this Agreement, employees represented under this Agreement shall be entitled to elect one (1) employee to serve as staff liaison to the Employer's Board of Directors. The liaison's function will be to attend Board meetings; report to the Board via agenized item, if necessary, on issues and developments with
Employees that are covered under the scope of representation; and report back to employees as to the proceedings of Board of Directors meetings.

ARTICLE XVII: WAGE AND BENEFIT REOPENER
Notwithstanding any other provision of this Agreement, either party may give notice of its intention to reopen wages and benefits once each year of this Agreement by giving notice to the other between August 1 and December 31 of each such year. The other terms of this Agreement shall remain in full force and effect notwithstanding any Reopener negotiations, which may occur pursuant to this section.

ARTICLE XVIII: ARC FINANCIAL CONDITION, REOPENER

In the event that changes to Wages, Benefits and, or Working Conditions are needed to maintain fiscal responsibility, the Employer, upon written reasonable notice to the Union, a minimum twenty-one (21) days, shall cause to reopen this Agreement for the purpose of meeting and conferring regarding said economic provisions. This right of the Employer shall be in addition to any other rights provided for in this Agreement.

ARTICLE XIX: NOTICES

Union to Employer

Notices by the Union to the Employer shall be mailed or delivered to the applicable address, as follows:
Mail & Delivery:
Executive Director
ARC of Butte County
2030 Park Avenue
Chico, CA 95928

Employer to Union

Notices by the Employer to the Union shall be mailed or delivered to the applicable address, as follows:
Mail & Delivery:
Service Employees International Union, Local 1021
5450 Power Inn Road, Suite F
Sacramento, CA 95820

Changes

Any change in the addresses shown in Sections A or B of this Article shall be provided to the other party within seven (7) calendar days.

Article XX: TERM

This Collective Bargaining Agreement, having taken effect on July 1, 2024 upon approval of the Board of Directors of Employer following ratification by the Union, shall remain in full force and effect through July 1, 2027.
Notice of intent to bargain a successor agreement may be issued by either or both parties to the other not more than ninety (90) nor less than sixty (60) days prior to the above expiration date, unless agreed otherwise, mutually, by the parties. The parties agree that this Agreement covers all matters affecting wages, hours, and conditions of employment, and, that during the term of this Agreement, except as specifically provided herein, neither party will be required to negotiate, meet confer or consult on any matter excluded from or included in this Agreement.

For Union:

07-26-2024

Dary Sardad, Field Representative Date

For Employer:

1/22/2024

Katrina Woodcox, Executive Director Date

_____ _____

Isabel Hatfield Date
Arc Staff Liaison

_____ _____

Timothy Gonzales, Field Director Date

_____ _____

John Stead-Mendez, Date
Executive Director, Field and Programs

Appendix I

ARC SEIU EMPLOYEE WAGE SCALES

Appendix II

Memo Re: Paradise Store Closure Plan March 20, 2018
From: Tom Leonardi, Arc of Butte County To: Chris Bolshazy, SEIU 1021
As per your request today, here is the plan for closing the Arc Store Paradise: The Arc Store Paradise will close on March 31, 2018. Staff will continue to set their own monthly schedule of hours as the store shuts down and the contents are moved to other Arc Stores. The store's public open hours will decrease as the closing date approaches, but the staff will continue to work in the un-open store and in other Arc store locations. When the Paradise store is fully and finally closed, each staff person will select the Arc Store that they would like to be scheduled out of and the store location where they want to pick up their pay checks.

Appendix III

The SEIU Economic Proposal of April 19, 2018 was agreed upon and signed off on May 22, 2018. It includes a one-time offset payment of $50.00 for SEIU bargaining unit members who are at Step 1 through Step 3; and $100.00 for SEIU bargaining unit members who are at Step 4 through Step 6. Employees hired after ratification are not entitled to the offset monies.