

Agreement Between

LOCAL 1021

EAST BAY TRANSITIONAL SERVICES

A Project of the Bay Area Community Services

And

LOCAL 1021

**SERVICE EMPLOYEES INTERNATIONAL
UNION, CTW**

Stronger Together

October 1, 2008 through September 30, 2011

WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
 1. Grant the request and delay questioning until the Union representative is available.
 2. Deny the request and end the interview.
 3. Give the worker a choice of:
 - (a) Having the interview without representation or
 - (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

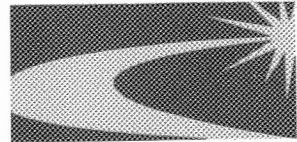
- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."

LOCAL 1021



SEIU

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Strong and United
in Northern California**

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Dear New SEIU Local 1021 Member:

The problems for working families have become all too obvious in recent years. Health care is beyond the reach of a growing number of workers. Retirement has come under attack, and the skyrocketing cost of living—especially here in northern California—is outpacing the wages we earn. It's no coincidence that these challenges have become more serious at the very time that a declining number of our nation's workforce is represented by a union.

It's also no accident that the union which has become an exception to this trend, the fastest growing and most diverse union in America, is the one which hasn't settled for a status quo that was getting us nowhere. Instead, SEIU has led a reenergized labor movement that is retooled for the economic realities of the 21st Century. SEIU is changing not for the sake of changing, but because we must if we're going to protect and expand access to health care, win family-supporting wages for workers, and ensure a decent retirement for our seniors.

We are part of the solution. Here in northern California, ten SEIU locals have aligned into one stronger and more united Local 1021. SEIU Local 1021 is built on the principles of membership growth, dramatically increased member participation, and a commitment to workers having a voice on the job. We are at the forefront of the struggle to define what kind of life working families will lead, how healthy our communities will be, and what kind of world we will leave to our children.

You are now part of this union and, on behalf of the officers, members, and staff of SEIU Local 1021, I welcome you to our local. To ensure your concerns and priorities are heard, I encourage you to:

- Stay informed by attending worksite meetings, reading our newsletter, and visiting our website, www.seiu1021.org.
- Participate in governing our union by serving as steward, officer, or bargaining team member.
- Know who your shop stewards and worksite organizers are before an issue requires their attention.

Again, welcome to Local 1021. Your union is only as strong as you make it. We hope you will participate and become an active member of the union.

In solidarity,

Damita Davis Howard
President



KNOW YOUR RIGHT TO REPRESENTATION IN THE WORK PLACE **ESTABLISHED BY WEINGARTEN**

In 1972, an employee that worked at a J. Weingarten store in Houston, Texas, was interrogated by the company in response to an accusation of theft. This employee was denied the presence of her union representation although she requested it several times. As a result of the investigation, the employee was cleared of the accusation of theft. After this incident, her union representative filed an unfair labor practice charge against the company.

In NLRB v. Weingarten, Inc., 420 U.S.251 (1975), the United States Supreme Court decided in favor of the union. An important right emerged from this decision:

An employee has the right to be represented by the union at an employer's investigatory interview if the employee reasonably believes that this interview will result in disciplinary action.

As a union member, you have this right. Remember:

- (1) You must request the presence of your shop steward or union representative. The company is not under any obligation to make this request for you or remind you of this right.
- (2) In exercising this right, you must have a reasonable belief that some disciplinary action may result from this investigatory meeting. This right may be invoked at any time. For example, if you are in what appears to be neutral environment at the beginning of the meeting and suddenly this environment changes to a point where you believe that there will be disciplinary action taken, you have the right to stop the meeting and demand that you be allowed to speak with your shop steward or union representative and have him/her at your side for the rest of the meeting.
- (3) You also have the right to know the subject matter of the meeting. This right can also be extended so that you may consult with your shop steward or union representative before the meeting and confer during the meeting in order to request further advice. The shop steward or union representative has the right to demand that he or she participate in this meeting.
- (4) You do not have the right to postpone the meeting with the intention of choosing a shop steward or union representative of your choice. You must utilize the shop steward or union representative available at the time of the meeting.

Know and invoke your Weingarten Rights!

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APPENDIX "A" - SALARY SCHEDULE EFFECTIVE OCTOBER 1ST, 2005.

AGREEMENT
by and between
EAST BAY TRANSITIONAL SERVICES
A Project of the Bay Area Community Services
(hereinafter called the "Employer")
and
SOCIAL SERVICES UNION, LOCAL 1021, SEIU

SECTION 1. RECOGNITION

The Employer recognizes the Union as the sole collective bargaining representative for all employees as defined by the NLRB in Case No. 32-RC-1065. Excluding management positions, this Agreement shall also apply to any other classifications which may be established within the scope of duties now included within the listed classifications.

SECTION 2. MANAGEMENT RIGHTS

It is mutually agreed that it is the Employer's exclusive duty and right to manage the operations of the Employer and to direct the working forces. This right includes, but is not limited to, the right to determine the number and location of facilities, determine the size of the work force, set personnel policies, hire, transfer, promote, demote, schedule, determine job content, reclassify, lay off, discipline or discharge employees, and to contract out for services, subject to the conditions provided herein. Management's right of setting Personnel Policies shall not be subject to the Grievance Procedure. The Employer agrees to meet and confer with the Union prior to the implementation of any new or modified policies.

SECTION 3. UNION MEMBERSHIP

A. All employees of the Employer who are subject to this Agreement who were hired after March 10, 1981 shall, not later than the thirty-first (31st) day following commencement of employment, become members in the Union in good standing and shall remain members in good standing during the course of their employment. Members in good standing shall be defined as employed members of the Union who tender periodic dues and initiation fees as 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 had 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 fees or dues described in Paragraph A above 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 reasons of said deduction, including the costs, attorney fees and other expenses of defending against such claim.

D. Monthly, the Employer shall supply the Union with the name, classification, mailing address and date of hire of any newly hired employee and the names of any employees terminated or laid off during the previous month.

E. Notwithstanding the above, any employee who is a member of, and adheres to, established and traditional tenets or teachings of a bona-fide religious body or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join or financially support this Union as a condition of employment. Such employee, is, however, required to pay sums equal to the Union's periodic dues and initiation fees to a non-labor, non-religious charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

SECTION 4. UNION BUSINESS

A. Representatives. A duly authorized representative of the Union shall be permitted to talk with bargaining unit employees, subject to this Agreement, with a minimum of disturbance and no interruption of work, for the purpose of seeing that the terms of this contract are being observed, provided admission to the site on each occasion is effected through the usual front entrance and that notice of the visit is given first, in advance, to the Director at the site and if that person is not available, then notice is to be given to the Program Director. The Union shall notify the Employer in writing of the assigned Business Agent.

B. Stewards. For the purpose of representation with the Agency, the Union shall be entitled to five (5) Stewards. Collectively, Stewards shall be allowed to spend a maximum of ten (10) hours per month of work time for grievance investigation and processing. The Union will notify the Employer in writing when a Steward is designated. A Steward may assist an employee in the presentation of a grievance if the employee requests such assistance. In no case will the Steward leave the place of work during work time without receiving approval from the site Director. The Steward's activities shall not interrupt the work of any employee or the Steward's work. The Steward shall furnish bargaining unit employees with copies of this Agreement.

C. Bulletin Board. The Employer will furnish space on existing bulletin boards to be used solely for official Union business as it pertains to the employees of East Bay Transitional Services and is signed by a Union official and bearing the Union seal. The Union assumes all responsibility for the material contained in its notices.

SECTION 5. DISCIPLINE AND DISCHARGE

A. Employees who have completed their initial probationary 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 or involves dishonesty, insubordination or misconduct, no employee shall be discharged unless having received written warning.

B. Notice of discharge or suspension shall be served in person or by registered mail to the employee within twenty-four (24) hours of the disciplinary action, a copy of which shall include the following information: (1) statement of the nature of the disciplinary action; (2) the effective date of the disciplinary action; (3) statement in ordinary and concise language of the cause for

disciplinary action, of the act or omissions on which causes are based. The Union will be notified of any discharge in writing.

C. An employee shall have the right to have a Union Representative or Shop Steward, if the employee so requests, present at any meeting with supervisors or management representatives which is disciplinary or investigatory in nature. Prior to any such meeting, the Employer will inform the employee involved of such right.

D. Probation. All employees shall be considered probationary during the first six (6) months of employment. The probationary period shall be extended by one day for each day the employee is absent from work for whatever reason. No claim or grievance shall be made by the Union or the employee during such period of probation with respect to assignment, transfer, demotion, promotion or discharge.

E. Job Abandonment. It is important that we know if employees will be at work. Although there may be exceptional circumstances that might, in some instances, prevent an employee from calling in and letting the supervisor know his/her situation; in most instances a telephone call is possible and expected. If an employee failed to appear for scheduled work and does not call in for a period of three (3) or more consecutive scheduled workdays, he/she will be presumed to have abandoned and quit his/her job, and the Agency may proceed with the hiring of a replacement.

SECTION 6. PERSONNEL FILES

A. Inspection. Records, reports and other material relating to employment and the performance of each employee shall be maintained by the Employer and shall be open at reasonable times to the inspection of 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 with the understanding that such signature merely signifies reading the material to be filed and does not necessarily indicate agreement with its contents. The employee shall receive a copy upon signing.

C. Anonymous Material. No anonymous material will be introduced into 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 this answer shall be attached to the file copy. The answer shall not be removed from the material filed.

E. Secret Material. Except for material which is not kept in the personnel file by mutual agreement and signature of the Employer and employee, 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 may be placed in the employee's personnel file upon notification to the employee or at 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 if 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 7. NO DISCRIMINATION

There shall be no discrimination by the Employer against an employee or applicant for employment because of race, creed, religion, color, national origin, age, sex, physical handicap or previous disability. In addition, the Employer will not discriminate against any employee on the basis of sexual orientation, marital status, parenthood, political affiliation, or because of membership in the Union or activities on behalf of the Union.

SECTION 8. SENIORITY, LAYOFF & RECALL

A. Layoff is defined as an adjustment or reduction in the work force due to a program change, department elimination, a decrease in the amount of Employer services purchased, or a lack of adequate funds.

B. Layoffs in any classification shall first be offered in order of seniority to employees in the classification and site in which the layoff occurs. If there are insufficient volunteers from the involved site, volunteers shall be solicited. Where, in the judgment of the Employer, the efficiency of the Agency's operations will not be unduly impaired, volunteers will be accepted for layoff in order of seniority. If no employee volunteers for layoff, employees in the classification and site in which the layoff occurs will be laid off in inverse order of seniority, that is, the least senior employee in the classification in which the layoff occurs will be the first laid off.

C. Seniority shall be defined as length of continuous paid service with the Employer as a regular full-time or part-time employee in any of the classifications covered herein. Regular part-time employees shall accrue seniority on the basis of 1950 straight-time hours equals one (1) year. If a full-time or part-time temporary employee becomes a regular full-time or part-time employee, seniority shall apply to initial date of hire on basis of 1950 hours worked equals one (1) year.

D. Seniority shall be lost by resignation, retirement, discharge for just cause, completion of contract, or by layoff exceeding one (1) year.

E. Any employee laid off from a classification shall have the right to bump less senior employees in an equivalent or lower paid classification within the work site, provided that they meet the qualifications for the classification.

F. Rehires and reinstatements to a classification from which an employee has been laid off shall be carried out in inverse order of layoff provided that the employee is qualified to perform the work of the position that is open.

G. If the Employer can demonstrate that the application of the above layoff, bumping and rehire procedures in a particular instance would have an adverse impact on the Employer's Affirmative Action Program, the Employer may bypass such procedure in that instance.

H. The Employer shall provide a minimum of one (1) month's notice to the Union and affected employees of any intended layoff.

I. (1) A list of employees on layoff shall be maintained for a period of one (1) year. Employees on layoff shall be responsible for informing the Agency of current address and telephone number while on layoff.

(2) An employee shall have the right of two (2) refusals of recall should the first recall be to a site other than the one in which the layoff occurred.

(3) An employee refusing first recall to the same site in which the layoff occurred or refusing third recall to any site shall be stricken from the layoff and seniority lists.

J. The Employer shall inform employee of recall by use of registered mail, return receipt requested. The employee shall have four (4) calendar days to inform the Employer the position is accepted. If the employee rejects a recall, as provided in Subsection I, above, such rejection must be in writing or the employee shall be stricken from the seniority and layoff lists.

K. If recalled within one (1) year of layoff, employee's accrued sick leave at the time of layoff shall be reinstated.

SECTION 9. CAREER MOBILITY

When a bargaining unit position becomes available, the Employer shall open up the position for employees. Bargaining unit employees shall be preferred over outside applicants in filling such positions, if they are qualified in the judgment of the Employer.

If it is necessary for the racial balance of the staff for the Employer to solicit qualified minority candidates, the position will be opened to the public, although bargaining unit employees may also apply. A bargaining unit employee who applies for and is awarded a position under this Section shall undergo a ninety (90) day evaluation period in the new position. If, in the sole opinion of the Employer, the employee fails to qualify for the new position during this period, s/he shall be returned to his/her former position, if available, without change in his/her previous salary step/rate.

SECTION 10. HOURS OF WORK & OVERTIME

A. For Senior Mental Health Workers, actual daily and weekly work schedules may vary to the time requirements of specific assignments. At all times, such employees shall work the schedules required of them by the Director. Senior Mental Health Workers shall receive pay at

the rate determined by State law for work in excess of their maximum regular hours and shifts worked during holidays or shifts worked outside of the employee's regular schedule.

B. Management shall specify work schedules including an alternative work week schedule for Senior Mental Health Workers and Program Aides at Woodroe Place which will allow employees to work shifts of different lengths of time, including up to four (4) ten (10) hour days in one week, but not more than forty (40) hours in one week, before beginning to earn overtime pay. Individual schedules will generally consist of 8.5 hour shifts, with additional hours per pay period assigned by the supervisors to complete the hours required for a 37.5 hour work week.

SECTION 11. WAGES AND CLASSIFICATIONS

A. The minimum straight-time hourly rates for employees covered in this Agreement shall be as set forth in Appendix "A" which is attached hereto and made a part hereof.

B. Employees shall be paid at least 2 times per month. Lag pay shall not exceed one-half month's wages for employees.

C. The Employer will commit to hire no more than two Program Aides at Woodroe Place who will be scheduled to work with a Senior Mental Health Worker on the night shift.

SECTION 12. HOLIDAYS

A. The following days shall be recognized as paid holidays.

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King's Birthday	Fourth of July	Thanksgiving Day
President's Day	Labor Day	Christmas Day
Friday After Thanksgiving		

Holiday pay is for 7.5 hours for regular full time employees and is prorated based on the employee's fulltime equivalency (FTE) for regular part time employees.

Two floating holidays (to be scheduled upon request of the employee and the approval of the employer) per fiscal year is granted to all regular full time and regular part time employees after the completion of the probationary period, floating holidays must be taken during the year earned.

B. An employee scheduled off on a holiday shall receive seven and one half (7-1/2) hours off with pay to be scheduled within the current or subsequent two (2) calendar months. Part-time employees who are hired to work twenty (20) or more hours per week shall be entitled to prorated holiday leave.

C. Employees who work on any holiday listed will be paid the following rates for actual time worked:

New Year's Day, Thanksgiving or Christmas, shall be paid at the rate of double time and one-half (2.5 x) times the straight-time for such work;

All other holidays shall be paid at double time (2 x) the straight-time rate of pay.

D. For residential employees, holidays shall be observed on the actual holiday. Fourth of July will be observed July 4; Christmas on December 25; and New Year's day on January 1. For non-residential employees, holidays falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the following Monday.

SECTION 13. VACATIONS

A. Full-time employees shall be entitled to vacation with pay as follows:

<u>Years of Service</u>	<u>Annual Vacation Amount</u>	
Date of Hire to 3rd Anniversary	Two (2) Weeks	75 Hours
3rd Anniversary to 7th Anniversary	Three (3) Weeks	112.5 Hours
7th Anniversary or more	Four (4) Weeks	150 Hours

Part-time employees who are hired to work twenty (20) or more hours per week shall be entitled to prorated vacation based upon the above schedule.

Vacation Leave may be accumulated from year to year up to a maximum of twice the annual accrual rate.

Changes in accruals will occur starting with the first pay period following the date of hire anniversary.

B. Probationary employees may take vacation as accrued.

C. All vacations requests will be approved in accordance with the operational needs. If conflicting vacation requests cannot be worked out between the two or more employees requesting time off, seniority shall prevail.

Requests for vacation shall be approved or denied within 2 weeks after submission by the employee.

D. If a paid holiday as set forth in Section 12, occurs during an employee's vacation period, that day shall be charged as a holiday.

E. Pay for vacations shall be paid on the normal payday.

F. For employees who have completed the probationary period the current policy of taking vacation in advance of earnings shall be maintained. If an employee terminates before having accrued vacation already taken, a deduction shall be made from the final salary check for the number of days taken in excess of earned vacation

G. Notwithstanding the foregoing, with the written permission of the Executive Director, an employee may carry over 75 hours of accrued vacation, providing this vacation is used no later than September 30. If an employee does not use accrued vacation by that deadline, the Employer has the right to schedule the employee off on vacation.

H. If an employee does not take accrued vacation during the fiscal year prior to July 1st, the employee may at the discretion of the employer, cash out accrued leave up to ½ the employee's annual accrual.

SECTION 14. SICK LEAVE

A. Full-time employees shall accrue sick leave with pay at the rate of seven and one-half (7 1/2) hours per month from date of hire. Part-time employees who are hired to work a minimum of twenty (20) hours per week shall be entitled to prorated sick leave. Sick leave may be accumulated from year to year up to a maximum thirty-six (36) days. An employee on unpaid leave status shall not accrue sick leave.

B. Sick leave with pay shall be granted from accrued sick leave in the event of sickness or disability which renders an employee unable to perform his/her duties of employment. Sick leave shall be granted from accrued sick leave for necessary medical and dental appointments.

C. In the event of a serious illness or injury of a member of the immediate family (spouse, domestic partner, minor child, minor child of a domestic partner or parents) of a full-time or part-time employee, sick leave with pay will be granted from accrued sick leave up to six (6) days per year in accordance with the law for the purpose of administering to the care and treatment of such family member.

D. Employees become eligible to use Sick Leave at the beginning of the pay period which follows three months of employment. 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 s/he worked his/her regular straight-time schedule that day.

E. In order for an employee to be eligible for holiday pay, an absence for illness the last scheduled day before the holiday and the first scheduled day after the holiday must be supported with a certification from a health care provider. If an employee is absent on paid sick leave and a holiday occurs during such an absence, that day shall not be charged against his/her sick leave credit.

F. Accrued sick leave is integrated with SDI and Workers' Compensation. It shall be the employee's responsibility to inform the Employer, by submitting appropriate documentation, of

the amounts of payments received from SDI or Workers' Compensation, as the case may be, before the Employer will issue integrated sick leave payments.

G. A tally of accumulated sick leave and vacation will be provided upon request by the employee.

H. The employee is required to inform his/her supervisor or office of illness or injury prior to the commencement of regular working hours. It is suggested that notification occur at least two (2) hours before the start of a scheduled morning or afternoon shift and at least four (4) hours before the start of a scheduled overnight shift.

I. Hospitalization or illness for a period of five (5) or more consecutive working days occurring within a vacation period may be charged to sick leave and the charge to vacation leave reduced accordingly, when supported by a physician's statement.

J. An employee absent for three (3) or more working days in one work week is required to present a certificate from a health care provider in order to be eligible for sick leave pay.

SECTION 15. LEAVES OF ABSENCE

A. A leave of absence shall be defined as an approved absence from work without pay. Leaves of absence are subject to the approval of the Executive Director except that leaves of absence for reasons of disability or extending maternity/paternity leave shall be granted unless the operating needs of the Employer will be unduly impaired. Leaves of absence shall not exceed one (1) year.

B. Leaves of absence shall only be granted to employees who have completed the six (6) month probationary period or as otherwise required.

C. FMLA and/or CFRA leave shall be granted as required by federal and state legislation to employees who have been employed for one year and who have worked the minimum number of hours. Pregnancy Leave will be granted as required by law. Military Leave shall be granted according to the requirements of the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA).

D. Any request for a leave of absence must be submitted in writing by the employee to his/her immediate supervisor. Such requests shall state the reason the leave of absence is being requested and the maximum length of time off the employee desires. Any extension of a leave of absence beyond the period initially arranged for shall require submission of an additional request and approval of the Executive Director.

E. A copy of all requests and approvals of leave of absence shall go to the employee's personnel file. When an employee is on an approved leave of absence he/she has the option of continuing health coverage at his/her expenses through the cobra regulations, at that point in the leave when continued coverage is not required by law.

F. An employee eligible for Pregnancy Disability Leave or FMLA/CFRA child bonding leave will, upon the employee's request, be granted three (3) days of paid leave in addition to other accrued paid time off available to the employee.

G. Three (3) days of Bereavement Leave with pay per fiscal year may be granted to regular full time and part time (work a minimum of 20 hours per week) employees after completion of their orientation period for the death of a relative.

For the purposes of Bereavement Leave, relative is defined to include: employee's spouse, parent, grandparent, son or daughter, brother or sister, grandchild, aunt, uncle, cousin, son-in-law, daughter-in-law, mother-in-law, father-in-law, or significant other residing in the same household.

Requests for Bereavement Leave must be made in writing and approved by the employee's supervisor.

H. An employee returning from a leave of absence shall be entitled to return to the position s/he held at the time the leave was granted if the position is available or to a comparable position for which the employee is qualified.

I. Employees shall not accrue benefits or seniority while on a leave of absence, however, such employees shall not lose any previously accrued seniority or benefits as a result of leave of absence.

J. (1) Employees on approved leaves of absence shall be permitted to engage in outside employment in the following circumstances:

a. Outside employment which was on-going at the time of leave;

b. Employment of a different or part-time nature when necessary for the employee's physical or emotional health;

c. Such employment was included in the request for leave or notification is made to the Employer as provided below.

(2) Employees shall not be permitted to engage in gainful employment designed to lead to a permanent position with another employer. The Employer shall have the right to periodically inquire whether the reasons for which a leave was granted still pertain. The employee shall advise the Employer of a significant change which might alter the rationale for the leave having been granted. The Employer reserves the right to terminate an approved leave of absence when the reasons for which the leave was requested and granted no longer pertain. The employee on leave must be given an opportunity to return to active employment with reasonable notice.

SECTION 16. JURY DUTY

Jury duty leave with pay is granted to any employee who is called to serve on a jury however, employees called to serve on a jury during probation shall have probation extended by the amount of time spent when called. The Agency makes payment to the employee up to the

current salary level, taking into account the amount received while on jury duty, exclusive of the amount the employee receives for transportation or mileage. It is the employee's responsibility to submit documentation regarding the amount of jury duty compensation. When jury duty extends beyond three (3) months, then employees will not accrue sick leave or vacation and accrued vacation shall be paid before jury duty leave is paid. Jury duty occurring during a paid vacation will not be charged to the employee's annual leave.

SECTION 17. USE OF PRIVATE AUTOMOBILE

- A. Employees are prohibited from transporting a client in his or her personal vehicle.
- B. Any employee who uses a personal auto in the course of duties for the Employer shall be reimbursed for mileage at the rate set by the Internal Revenue Service on July 1 of each year. The Employer shall also pay in full the cost of any parking fees or tolls encountered in the course of duties. Mileage reimbursement shall be paid within thirty (30) days of submission of the request when the request is submitted on the last working day of the month.
- C. The Employer shall reimburse employees for the full cost of any required special driver's licenses and related physical examinations. Employees may arrange with their supervisors to practice for required special driver's licenses during working hours.
- D. Employees are personally responsible for all parking and traffic citations, whether in an Employer vehicle or private vehicle, when on Employer business.
- E. Management will provide a policy regarding emergency situations that will eliminate the need for staff to use their personal vehicle to transport clients.

SECTION 18. INSURANCE BENEFITS

- A. Health, dental and vision group plan benefits and life insurance coverage shall be available to only those employees who are hired to work twenty (20) or more hours per week through a group plan. Health coverage is through Kaiser or other available plan, at the employee's discretion. Whether or not more than one plan option is offered, payment for all Full Time employees is made by the Employer at one rate, the Kaiser rate under a no more than \$10 co-pay plan. At the Employers' discretion, optional plan designs, in addition to Kaiser plan option, when available, with varying co-pay and other provisions will be offered to Employees. Part-time employees are eligible for pro-rated health and fully paid dental, vision, life and Long Term Disability (LTD) insurance benefits. Dependent coverage is optional and paid for by the employee.
- B. Employee group insurance coverage is effective on the first of the month following thirty (30) days of continuous employment with the agency. Employees will be given the option to join, withdraw or, in the case of health plans, to switch from one plan to the other at reasonable opening periods provided by the insurer.

SECTION 19. FLEXIBLE BENEFIT PLAN (125 Plan)

The Employer agrees to make available to the employees covered under this Agreement the Flexible Benefit Plan (125 Plan) as is outlined in the Agency's Personnel Policies. Any modification in the Agency Plan will be applied to the Bargaining Unit.

SECTION 20. GRIEVANCE PROCEDURE

A. The Parties recognize the right of the employee, the Employer and the Union to present a grievance. The procedure contained herein shall be the sole means of grievance resolution for this Agreement.

B. A grievance is defined as a claim or dispute by an employee, the Employer or the Union concerning the interpretation or application of this Agreement. Calendar days referred to in this procedure are exclusive of holidays as listed in Section 12.

STEP ONE: An employee and/or Shop Steward must present a grievance in writing to the employee's immediate supervisor in an effort to resolve a non-discharge grievance within fourteen (14) calendar days after the event giving rise to the grievance has occurred. A meeting between the grieving employee and the supervisor to process the grievance will take place within seven (7) calendar days of the employee's giving the supervisor notification of the grievance. Either party may request the presence of the Human Resources Manager in effort to resolve the matter on an informal basis. Within seven (7) calendar days of the meeting, the employee's immediate supervisor will summarize the results of the meeting to writing, sign it and present it to the employee and/or Shop Steward for signature indicating receipt. A copy will be placed in the employee's personnel file.

STEP TWO: If the non-discharge grievance is unresolved in Step One (or if the proposed resolution is not reduced to a signed document), or in the event of a grievance regarding discharge, the employee, the Shop Steward or Union Representative shall submit the grievance in writing to the next level supervisor or director. In order for the grievance to be considered at this and subsequent steps of this procedure, it must be submitted within the following time limits:

Grievance involving discharge: within seven (7) calendar days of the notification of the discharge.

Other grievances: within seven (7) calendar days of the issuance of the Step One report, or if there is no report, within twelve (12) calendar days of the meeting required in Step One.

Such written 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, the signature of the grievant and the date discussed informally as required under Step One. The Employer, the employee and the Union Representative and/or Shop Steward will meet within seven (7) calendar days of such submission. A written response will be made within seven (7) calendar days of said meeting by the Employer and it will be presented to the employee for signature indicating receipt. If the employee is not available, the written response will be mailed to the employee by certified,

return receipt mail. A copy of the response will be sent to the Union and a copy will be placed in the employee's personnel file.

STEP THREE: If the grievance is not resolved at Step Two, the employee, Shop Steward or Union Representative may present the grievance, in writing with date and employee signature, to the Executive Director, no later than seven (7) calendar days after the receipt of the written response provided in Step Two. The Executive Director shall give a written response within seven (7) calendar days after submission of the grievance at this Step. A written response will be made within seven (7) calendar days of said meeting by the Employer and it will be presented to the employee for signature indicating receipt. If the employee is not available, the written response will be mailed to the employee by certified, return receipt mail. The written grievance and the Executive Director's response shall be entered into the employee's personnel file and shall have the employee's and the Executive Director's signatures.

STEP FOUR: If the grievance is not resolved at Step Four, a written request for arbitration may be served by the party desiring arbitration, provided that such request is served on the other party no later than fourteen (14) calendar days of the employee's receipt of the decision of the Personnel Committee. Upon timely receipt of a written request for arbitration of a grievance under this procedure, the Employer and the Union may select a mutually agreeable impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within seven (7) calendar days after receipt of the written request for arbitration, either party may request the State or Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. The parties shall communicate within seven (7) calendar days of receipt of this list for the purpose of selecting one arbitrator. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, the name remaining shall be the arbitrator.

EXPEDITED ARBITRATION: The parties may mutually agree to expedite arbitration as follows:

- (1) Extensive efforts shall be made prior to the hearing to stipulate to the facts.
- (2) No attorneys will be used; however, the parties shall have the right to other representation.
- (3) There shall be no stenographic record of the proceedings.
- (4) Only oral closing arguments will be used; no briefs.
- (5) Only an oral bench decision shall be required.

UNION AND EMPLOYER GRIEVANCES: Union grievances shall be initiated at Step Two and shall be subject to all applicable terms of this procedure. Employer grievances shall be submitted in writing to the assigned Union Field Representative within twenty-one (21) calendar days of the event causing the grievance. The Union field Representative will respond to the grievance in writing within seven (7) calendar days of the submission. Should the grievance not be resolved, the Employer may submit the grievance to the Union's Northern Regional Director within seven (7) calendar days of the Union's response. The Northern Regional Director shall

respond in writing-within seven (7) calendar days. If the grievance is still unresolved, the Employer may submit the dispute to arbitration under the terms of this procedure.

ARBITRATOR AUTHORITY: If possible, the arbitrator shall hear the matter within fourteen (14) calendar days. The arbitrator shall have only authority to interpret this Agreement and shall have no jurisdiction or authority to construe the scope or extent of the arbitration procedure and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement in any way. The arbitrator shall consider and decide on the particular issue(s) presented in the grievance as originally filed in writing. The decision of the arbitrator may or may not include back pay; provided, however, that in no event shall any back pay award be retroactive to more than sixty (60) calendar days prior to the date of the first filing of the grievance in writing. The decision of the arbitrator shall be final and binding upon the parties and shall be issued in writing within thirty (30) calendar days, exclusive of holidays, of the close of the hearing.

All expenses of arbitration shall be paid equally by the Employer and the Union. Each party shall bear their own cost of representation and witnesses.

The time frames provided for above may be extended or waived only by mutual agreement of the parties, in writing. When the parties so agree to extend the time frames in writing, such extension may not be revoked by either party. Failure to present or advance a grievance within the times specified above, or within any extension of time which may have been agreed to, the grievance shall be automatically closed upon the basis of the last disposition. In the event that the Employer fails to meet a time limit specified above, the grievance shall automatically be advanced to the next step. A final decision reached at any step of this procedure shall be final and binding upon all parties to this Agreement. Pending final determination of a grievance, the status quo existing immediately following the event giving rise to the grievance shall be maintained. No incident which occurred prior to the effective date of this Agreement shall be subject to grievance.

SECTION 21. SEPARABILITY

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.

SECTION 22. UNION MANAGEMENT COMMITTEE

The Union and the Employer agree to the establishment of a Union/Management Committee, the purposes of which are as follows:

To serve as a direct means of communication between Union-represented staff and Employer Management.

To provide a vehicle to explore concerns regarding programs, operations, health and safety, funding, physical plant, etc.

The Committee shall not deal with matters that are subject to pending grievances or that are properly within the scope of collective bargaining. Committee meetings shall be called by either party on an as-needed basis.

The Union Management Committee shall consist of the Executive Director and another representative from management to be appointed on an ad hoc basis to the committee by the Executive Director, the Union Field Representative and a staff member of the Union appointed by the Union.

SECTION 23. COPE CHECK-OFF

The Employer agrees to deduct and transmit to the treasurer of Local 1021 Political Action Committee the amount specified from the wages of those employees who voluntarily authorize such contributions on the form provided for the purpose by Local 1021 Political Action Committee. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom deductions have been made and the amount deducted for each such employee.

SECTION 24. TERM OF THE AGREEMENT

A. This Agreement shall be effective October 1st, 2008 and shall continue in full force and effect through September 30th, 2011. Upon due notice, the Collective Bargaining Agreement will be re-opened annually for wages, health and welfare and other benefits. Either party desiring to amend the terms of this Agreement upon its expiration date shall give the other party thirty (30) days notice prior to said expiration date. If such notice is not tendered, this Agreement shall continue in full force and effect on a year-to-year basis unless timely notice is tendered thirty (30) days prior to the anniversary date of this Agreement.

B. Except as provided in "A" above, the Employer agrees that so long as this Agreement is in force, there shall be no lockout and the Union and employees agree that so long as this Agreement is in effect there shall be no strike, picketing or other economic action.

EAST BAY TRANSITIONAL SERVICES,
A Project of Bay Area Community Services,
Inc.

By: 
Its Executive Director

Date: 12/15/08

SOCIAL SERVICES UNION
SEIU LOCAL 1021

By: 
Its: _____

Date: 12/15^{RL}/08

APPENDIX "A"

WAGES

1. A wage increase will be paid to all Union staff retroactively to 10/01/2008. See Salary Scale.
2. Seniority wage increases according to a staff's anniversary of hire will be implemented according to the following schedule for the first year of the contract from 10/01/2008 through 9/30/2009.

1st anniversary of hire	I to II
3rd anniversary of hire	to III
5th anniversary of hire	to IV
7th anniversary of hire	to V
9th anniversary of hire	to VI

3. Effective 10/01/2008, a two tier wage scale will be implemented for Senior Mental Health Worker classification:

Level A. Entry Level.

Level B. Mental Health Rehabilitation Specialist Level.

AA with 6 years verified experience

BA with 4 years verified experience.

MA with 2 years verified experience.

4. Current staff qualifying for Level B will be paid on his/her appropriate seniority step of scale.

5. Current staff without an academic credential will be grandfathered into Level B if experience qualification is met. If experience qualification is not met internally, staff will be required to obtain verification of any mental health experience outside of BACS.

		Salary Scale				
Level A	I	II	III	IV	V	VI
	\$15.70	\$16.17	\$16.65	\$17.15	\$17.67	\$18.20
Level B	\$16.17	\$16.65	\$17.15	\$17.67	\$18.20	\$18.75



Service Employees International Union – Local 1021
100 Oak Street
Oakland, California 94607
510-350-4527

Field Representative _____

Union Steward _____

Telephone Number _____