

COLLECTIVE BARGAINING AGREEMENT

Between

COMMUNITY ACTION MARIN

and

**LOCAL 1021
SERVICE EMPLOYEES INTERNATIONAL
UNION**

November 1, 2016 - October 31, 2017

Stronger Together

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COMMUNITY ACTION MARIN
AND
SEIU 1021**

PREAMBLE

Both parties are committed to the following philosophy:

CAM is a private non-profit Community Action Agency created pursuant to the Economic Opportunity Act of 1964, as amended, for the purpose of promoting the participation of the entire community in assessing local needs and attacking the causes and conditions of poverty and to advocated for social and economic justice.

CAM, board members, employees, and volunteers, accomplish this purpose by building relationships with clients and communities, embracing diversity, advocating for change in public policy, partnering with other organizations, and ensuring the participation of low income persons in the development and implementation of programs and projects.

It is the purpose of this agreement to support the above philosophy while maintaining harmonious relations between CAM and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and conditions of employment.

Chapter 1. GENERAL PROVISIONS

1.1 Scope of the Agreement This agreement is entered into between Community Action Marin, herein referred to as "CAM" and Local 1021, Service Employees International Union, AFL-CIO/CLC, herein referred to as "Union." Wages, hours and working conditions have been mutually agreed upon by CAM and the Union and shall apply to all employees of CAM working within the bargaining unit as set forth in this agreement.

1.2 Term This agreement shall be in effect from the date of ratification to October 31, 2017.

1.3 Recognition – Exclusive Bargaining Agent CAM recognizes the Union as the exclusive bargaining agent for the bargaining unit consisting of employees in CAM's Child Development Programs in the following job classifications:

Site Supervisor, Teacher, Associate Teacher I, Associate Teacher II, Teacher Assistant I, Teacher Assistant II, Administrative Assistant, Janitor, Family Advocate, Facilities Assistant, Receptionist/Office Clerk.

The bargaining unit will include temporary employees who perform the duties and tasks of the identified classifications for the designated Child Development programs of CAM.

1.3.1 New Classifications All other employees are excluded from the bargaining unit. Prior to the implementation of any new job classification CAM and the Union will meet and confer for purposes of determining if a classification will be part of the bargaining unit. If agreement cannot be reached the matter will be submitted to mediation conducted through the Federal Mediation and Conciliation Service (FMCS).

1.3.2 Notice to New Employees When a new employee is hired in any of the covered job classifications, CAM shall notify the employee(s) that the Union is the recognized bargaining representative for employees in that classification. The Union shall provide to CAM a supply of Union Orientation letters, the contents of which shall be agreed upon between the parties, which CAM shall distribute to new employees covered by the bargaining unit.

1.4 Services to Program Clients Union recognizes its obligation to cooperate with CAM to assure maximum services of the highest quality and efficiency to program clients, children and parents.

1.5 Harmonious Labor Relations Union and CAM affirm the principle that harmonious labor and management relations are in the best interest of the bargaining unit, Union, CAM, program clients, children and parents.

1.6 Operation of Agreement. – Entire Agreement This Agreement, including attachments and side letters, constitute the sole and entire existing agreement between the Union and CAM and supersedes all previous Agreements and understandings.

1.6.1 Opportunity to Negotiate CAM and the Union acknowledge that during the negotiations that resulted in this agreement, each had the right and opportunity to make demands and proposals with respect to any issue or matter subject to collective bargaining under the applicable law, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

1.6.2 Waiver and Modification During the term of this Agreement, the parties waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement. Those subjects that may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement shall not be raised during the term of this Agreement for purposes of collective bargaining. Legal and regulatory changes may force CAM to renegotiate or introduce new wages, hours and working conditions during the term of this Agreement. The Union agrees that such changes mandate collective bargaining under the Severability clause of this Agreement. The foregoing shall not preclude the parties hereto from collectively bargaining at any time during the term of this Agreement with respect to any subject matter within the scope of bargaining by mutual agreement.

1.6.3 Waiver of Breach Waiver by either party of any breach of this agreement shall not constitute waiver of a future breach of the agreement.

1.6.4 Severability If any chapter or paragraph or section of this agreement shall be held to be invalid by operation of law, or any court of competent jurisdiction, or if compliance with any enforcement of any provision of this agreement be enjoined, the remainder of this agreement shall not be affected, and the parties shall, if possible, meet and confer for the purpose of replacing such chapter, paragraph or section.

1.7 Union Stewards and Representation. – Union Stewards The Union shall notify the CAM Executive Director or designee, in writing of those employees designated as Union stewards and any subsequent changes. No more than two (2) employees per program site shall be designated as stewards. Stewards shall perform Union business on their own time, without pay, except for the following, or as provided elsewhere in this agreement:

To act as a representative of a grievant/employee at the specified steps of the grievance procedure and provide representation during investigatory interviews conducted by CAM, if the employee so desires. Representation by a union steward shall be conducted and paid as work time, not to exceed an agency aggregate of four (4) hours per month. To the maximum extent possible supervisors will be given advance notice of scheduled meetings.

No steward may leave work for purposes of representation without the permission of their supervisor or other authorized management. Such permission shall not be unreasonably withheld. In the event that a steward's absence would disrupt the worksite, a mutually agreeable time will be agreed upon for the meeting. CAM and the Union agree that no employee shall be discriminated against for his/her designation or activity as a steward.

1.7.1 Union Field Representatives Subsequent to notifying CAM Executive Director or designee, Union Staff, shall have reasonable access to any and all operations of CAM for the purpose of administering this agreement where represented employees work. Union stewards and field representatives shall not interfere with normal CAM operations.

1.7.2 Contract Negotiations No more than four (4) bargaining unit members from separate work sites shall be authorized for paid leave for successor contract negotiations.

1.7.3 Bulletin Boards CAM will furnish reasonable space, not less than 11 x 17 inches, on existing bulletin boards, or provide for wall space at each worksite that employs members of the bargaining unit. Posting of Union materials shall be allowed on this designated space. It shall be the Union's responsibility to maintain, update and remove out-dated materials.

1.7.4 New Employees CAM shall allow the Union steward a 15-minute initial meeting with new employees to present information about the Union.

1.7.5 Union Use of Mailboxes and E-mail System The Union shall be permitted reasonable use of CAM's mail system, including electronic mail.

1.8 Employee Representation Employees shall, upon request, have the right to have a Union steward or field representative present in any investigatory interview with supervisors or management where the employee reasonably believes the investigation could result in disciplinary action. Exercise of this right may not interfere with lawful CAM prerogatives. CAM shall not be required to postpone the interview because the specific Union representative the employee requests is unavailable. If another Union representative is available at the time the interview is scheduled, CAM will provide the employee with a reasonable amount of time to bring in that Union representative.

1.9 Non-Discrimination Both CAM and the Union agree that there shall be no discrimination against any employee or manager covered by this Agreement as to any work related matter on the basis of physical and/or mental disability, medical condition, ancestry, marital status, race, color, national origin, sex, sexual orientation, age religion, special disabled veterans, veterans of the Vietnam era and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, political affiliation, union non-membership or membership. Any employee alleging such discrimination may use the internal, administrative process CAM provides. Union representation shall be permitted. The administrative process in no way diminishes employees' rights to pursue these issues with appropriate outside agencies of the federal, state or local government.

1.10 Existing Laws, Regulations and Policies – Laws This agreement is subject to all applicable existing laws, rules, regulations and ordinances of the United States of America, the State of California, County of Marin, and local jurisdictions.

1.10.1 Policies CAM has existing policies, procedures, and practices. These shall remain in full force unless otherwise and specifically abridged, modified or changed by way of this agreement. Employees affected, unless otherwise specified in this agreement, shall be entitled to all benefits conferred and shall observe all obligations therein. CAM shall have the right to maintain reasonable, written policies and procedures to implement the provisions of this agreement and such written policies and procedures, to the extent they affect wages, hours and working conditions, shall be negotiated.

1.11 Strikes and Lockouts – No Strike The Union, its agents, or any of its members will not collectively, concertedly, or in any manner whatsoever, engage in, incite, or participate in any strike, slowdown, boycott, work stoppage, sympathy strike, or action by any of its members directed towards reducing CAM's funding and/or enrollment, against CAM during the term of this Agreement. It is further understood that the Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Chapter.

1.11.1 No Lockout During the term of this agreement, CAM shall not lockout any employees covered by this agreement.

1.11.2 Consent and Waiver to Injunction The parties consent to and waive any defenses against an action for injunctive relief by the other party to restrain any violation of this Chapter.

1.11.3 Employee Violations Employees found to have violated the terms of this Chapter shall be subject to discipline up to and including discharge. Employees shall have the right to grieve discipline under this Chapter.

1.12 Management Rights Except as limited or modified by this Agreement and CAM's obligations to bargain with the Union, the management of CAM's operations and the direction of its employees, including all of the rights, powers, authority and prerogatives which CAM has traditionally exercised are expressly reserved to it. These rights include, but are not limited to, the rights to hire, train, promote, suspend, discharge or discipline; establish rules and regulations covering the operation of CAM and the conduct of its employees; assign all jobs and work; determine the function of all jobs; change, combine, transfer or terminate any jobs, layoff personnel, terminate any department operation or service; determine what constitutes effective and efficient practices and work; the number, locations and relocations of its facilities; the merger, sale or termination of all or part of its business; closing down of any facility or any part thereof; the movement and interchange of volume between its facilities; and to make all decisions of any nature relating to the investment of capital and assumption of risk in the management of the business shall be vested exclusively in CAM. The foregoing enumeration of management's rights shall not be deemed to exclude any other rights which is customarily that of management.

The choice, control and direction of supervisory and management staff shall be vested solely and exclusively in CAM. These are employees who, by definition, are not represented by the Union.

Chapter 2. HOURS AND LEAVE

2.1 Meal Periods and Rest Breaks CAM, whenever possible, subject to California law shall provide a one-hour paid meal period for a scheduled work period of seven or more hours. Current meal period arrangements will not be changed without appropriate notice. Work schedules that have been adjusted to compensate employees for missed breaks are to be considered appropriate compensation for that purpose.

The Site Supervisor or designated Supervisor shall schedule meal periods. The Site Supervisor or designated Supervisor shall resolve all disputes or conflicts and ensure that coverage with regard to adult-child ratios are maintained.

2.1.1 Rest Breaks All employees who work four (4) or more hours in a workday shall be provided, subject to California law, a fifteen (15) minute paid rest break per four (4) hours worked, or major portion thereof. Rest breaks shall be taken as close to the middle of the work period as practicable given the requirements of child care and regulations governing the coverage of facilities. Breaks cannot be waived, but they can be rescheduled upon an employee's request.

Hours of Work and Overtime

2.2 Hours of Work

- A. The work week shall begin on Sunday and end on Saturday and shall consist of five (5) consecutive work days.
- B. The regular hours of work each day shall be consecutive except for the interruption for meal periods.
- C. Employees shall be provided with a work schedule at the time of hire. Any change in that schedule of less than thirty (30) calendar days shall be made with notice provided to the employee at least forty-eight (48) hours in advance. Changes to the schedule expected to last thirty (30) calendar days or longer shall be made only with two (2) weeks advance notice to the affected employee. Additional hours in emergency situations are compensated at straight time or overtime as appropriate.
- D. Time spent preparing a classroom, curricula, and related materials shall be part of an employee's regular scheduled eight (8) hour work day.
- E. Employees shall not be required to attend any meetings other than those regularly scheduled mandatory meetings for which written notice has been provided at least one (1) week in advance, except for emergency meetings in which case, whenever possible, at least twenty-four (24) hour notice shall be provided and the subject matter shall be of an emergency in nature.

2.2.1 Overtime

- A. CAM shall abide by all provisions of State and Federal law with regard to overtime.
- B. Overtime shall be time worked:
 - 1. Beyond the standard full time work day;
 - 2. Beyond the standard full time work week;
 - 3. On holidays other than Saturday or Sunday.

- C. Overtime shall be paid for all overtime worked at one and one-half times the base rate of pay. Overtime shall be compensated to the nearest quarter hour.
- D. CAM shall neither expect nor require excessive or chronic overtime, which generally shall not exceed ½ the normal scheduled days of work per work week of an employee.

2.2.2 Make Up Time Employees may, with the permission of their manager, make-up time within a forty (40) hour work week. Employees requesting make-up time may make up to three (3) hours per work day without overtime pay. Employees may either take time off in advance of the make-up time or may make-up time in advance of anticipated time off needs within the same work week.

Salaried full time employees who are requested to work an additional day not regularly scheduled shall have the option to either take another day off within the same work week or receive overtime compensation. Any trade of work days shall be done in writing.

2.3 Sick Leave Employees may use sick leave for employee's physical or mental illness or injury or such illness or injury in the employee's immediate family as defined by 2.7.5, or health appointments relating to such. With the employee's agreement, sick related absence extending beyond earned sick leave shall be charged against employee's earned annual leave. Employees with a health related absence, which extends beyond employee's earned sick leave and annual leave, may be granted an unpaid leave of absence.

2.3.1 Sick Leave Accrual

- A. Salaried full-time employees (30-40 hours per wk) earn sick leave up to four (4) hours per pay period.
- B. Salaried part-time employees (20-29 hours per wk) earn sick leave at a pro-rated rate based upon the employee's regularly scheduled hours.
- C. Sick Leave will be capped at 344 hours.
- D. If, due to illness or injury, an employee is absent from work and has exhausted all sick and vacation leave; other employees may voluntarily, in writing, donate their sick leave to that employee for his/her use. An employee's decision to assign sick leave to another employee can be revoked.
- E. Accrued sick leave is available for use after an employee's initial ninety (90) calendar days of employment.

2.3.2 Sick Leave Cash Out. When an employee retires from CAM (at least age 55), they shall be paid for twenty percent (20%) of their sick leave balance provided the employee gave at least two-weeks notice. Whenever possible, notice must be given in advance of a fiscal year start.

2.4 Annual Leave

- A. Annual leave requests submitted at least fifteen (15) calendar days in advance of the proposed beginning of the annual leave shall be approved, whenever possible.
- B. Requests to take annual leave shall be made in writing to the employee's Site Supervisor or designated Supervisor at least five (5) work days in advance. Annual leave shall be scheduled by mutual agreement between the Site Supervisor or designated Supervisor and the employee. The Site Supervisor or designated Supervisor shall notify the employee whether the annual leave has been approved or denied as soon as possible, but no later than five (5) workdays after receiving the request. Employees shall be informed of the reason for denial.
- C. CAM will provide all employees the opportunity to take annual leave.
- D. Each Site shall maintain a vacation and leave schedule. All employees will, to the extent feasible, schedule leave as early as possible. Conflicts shall be resolved on a first in time-scheduled basis. Where two or more employees schedule at the same time, seniority in services shall be the determining factor.
- E. Annual leave requests that are approved shall only be revoked in the event of an emergency.
- F. An employee who becomes injured or ill while on annual leave and is otherwise eligible for sick leave shall be allowed to substitute sick leave for annual leave on a day to day basis for the period of annual leave affected by the injury or illness provided that the injury or illness is supported by appropriate medical documentation (i.e. physician's note).

2.4.1 Accrual and Accumulation Salaried full-time employees are entitled to 96 hours/12 days per service year for up to 3 years of active service for vacation use. Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence or termination of employment. Employees are entitled to 120 hours/15 days after the employee has completed three years of service, 160 hours/20 days after the employee has completed five years of service and 204 hours/25.5 days after the employee has completed nine (9) years.

Salaried part-time employees, as defined in section 2.8, shall accumulate annual leave at a pro-rated rate based upon hours worked.

Employees earning 12 days of annual vacation can accrue a maximum of 144 hours; 15 days earned the maximum is 180 hours; 20 days earned the maximum is 240 hours; and 25.5 days earned the maximum is 306 hours. Once these caps are reached, no further vacation will accrue until some vacation is used. Any member of the bargaining unit who requests annual leave and is not permitted by CAM to use that annual leave shall be reimbursed for any annual leave above their capped hours that they would otherwise accrue. Any annual leave remaining upon separation of employment from CAM will be paid out to the employee.

Accrued annual leave is available for use after an employee's initial ninety (90) calendar days of employment.

2.5 Holidays

2.5.1 Category I – Holidays

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day After – Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. New Year's Eve

If Category I holidays fall on a Saturday or Sunday, they will be observed the preceding Friday or following Monday, whichever is closer. To be eligible for holiday pay, you must be salaried, working 20 hours or more per week, and are regularly scheduled to work on the day on which the holiday is observed.

2.5.2 Category II – Additional Holidays

Category II holidays are "additional holidays." There are a total of four (4) additional holidays per calendar year. Some additional holidays are scheduled by the Program Director to meet the needs of the programs.

Employees will be notified of the number of additional holidays available for self-scheduling by January 1 or upon adoption of the State Department of Education calendar. Wherever possible, Employees will sign up, at the start of the calendar year with their supervisor, for the remaining additional holidays they wish to schedule time off for.

2.5.3 Holiday Pay Any employee scheduled to work on a Category I CAM-calendared holiday shall be paid one and one-half (1.5) times their current hourly rate for all hours worked. Any employee who works a holiday will receive an in-lieu day for the holiday to be taken at another agreed upon time in-lieu of the holiday worked.

2.6 Education & Training

2.6.1 Education

- A. CAM may allow an employee up to a certain percentage of scheduled work time as paid release time for educational purposes for professional growth. CAM shall approve outside education using prescribed criteria in a fair and equitable manner. Employee requests shall be written and detail all relevant information and justification for attendance.
- B. Employees may be reimbursed for tuition and books for education purposes for professional growth. Please refer to the Community Action Marin Employee Handbook and Marin Community Child Development Program Policy for further information.

- C. Subject to qualification requirements and as long as CAM is in compliance with mandates that relate to Teacher qualifications, no employee shall be demoted or laid off for failure to obtain a degree.
- D. All outside education is subject to CAM approval. Employee requests must be written and detail all relevant information and justification for attendance. Scheduling changes to accommodate outside education, paid release time for outside education and reimbursement for books and/or tuition can only be approved by the Program Director and must be approved in writing and submitted to Human Resources.

2.6.2 Training

- A. All mandatory and required trainings shall be on paid time.
- B. Employees shall, to the extent it is possible and reasonable, be notified of job related trainings, workshops, conferences, and seminars.
- C. CAM shall provide regular, defined as at least one (1) day per year, in-service training to regular full time employees and employees shall be paid for such time, if funding permits.

2.7 Leaves of Absence A leave of absence shall be defined as an approved absence from work without pay or with pay if provided under the specific type of leave. The employee must submit a written request for a leave of absence to his/her program director. The request shall state the reason the leave of absence is being requested and the beginning and ending dates for the leave of absence. Any extension of a leave of absence beyond the period initially approved for shall require submission of an additional request and approval of CAM.

All employees returning from a paid leave shall be returned to their previous position. All employees returning from an unpaid leave shall be returned to the same classification and worksite held at the commencement of the leave. An employee may elect to continue coverage for all fringe benefits during a leave by reimbursing CAM for the amount of the premium(s). Employees on leave without pay shall not accrue benefits or seniority while on the leave in excess of one (1) month. However, such employees shall not lose any previously accrued seniority or benefits as a result of a leave of absence.

2.7.1 Family Medical Leave Act (FMLA) & California Family Rights Act (CFRA) CAM shall provide an unpaid family medical leave for up to twelve (12) workweeks during any twelve (12) month period to employees who have been employed a minimum of twelve months and have worked at least 1250 hours. Family Medical Leave shall be granted, with provided medical documentation, for one or more of the following, in accordance with the FMLA:

- The birth of a child
- Adoption or placement of foster child
- Care of a spouse, domestic partner, parent, sibling or child with a serious health condition.
- Employee's own serious health condition

CAM must review all leave requests. Any employee in need of such a leave is required to contact the Human Resources Director as soon as possible. Family care leave is without pay, except that employees may use unused Sick Leave and/or Annual Leave. Procedures to be followed are set out in the CAM Employee Handbook.

2.7.2 Disability Leave Due to Pregnancy, Childbirth, or Related Medical Condition

Employees disabled because of pregnancy, childbirth, or related medical condition may qualify for a leave of absence for the duration of their disability, up to a maximum of four (4) months. An employee must submit a physician's statement of disability to Human Resources and must return to work upon release by their physician following the disability. Any disability leave lasting in excess of four (4) months shall be granted upon providing medical documentation, but the employee will not be guaranteed a return to their same position. Disability leave is without pay, except that an employee who has unused sick leave or annual leave may use it during the period of pregnancy disability leave. Procedures to be followed are set out in the CAM Employee Handbook.

2.7.3 Military Leave CAM shall provide military leaves of absence to all employees in compliance with applicable State and Federal laws. Any employees requesting military leave should submit such request promptly and accompany any such request with a copy of their orders indicating the beginning and ending dates of their active duty period. All military leaves shall be unpaid.

2.7.4 Jury Duty CAM encourages employees to serve on jury selection or jury duty when called. Salaried employees will receive full pay while serving up to five (5) days of jury duty. Pay for jury duty lasting more than five days will have to be approved by the Human Resources Director and the Executive Director. The employee should notify his/her supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. The employee may be requested to provide written verification from the court clerk of having served. Any mileage allowance, fee, etc., paid by the court for jury service is to be retained by the employee.

2.7.5 Bereavement Leave Salaried employees who suffer a death in their immediate family shall be allowed up to three (3) paid work days using Bereavement Leave. Employees may request additional time off using unused Annual Leave and/or unused Sick Leave, and then as unpaid leave. Immediate family is defined as spouse, legal guardian, child, parent, sibling, spouse's parent, spouse's sibling, spouse's child, grandparent or grandchild, any step-relative standing in the same position and any significant other or child of same.

An employee may be asked to submit to the Human Resources Director a letter containing the names and signatures of both the employee and the significant other. This letter shall remain in the employee's Restricted File. An employee may have only one (1) significant other or spouse identified at any time.

2.7.6 Voting CAM shall comply with all applicable law in allowing employees to vote.

2.7.7 School Leave Employees may request up to forty (40) hours off per calendar year in order to attend and participate in the school activities of any dependent child. School Leave is without pay.

2.7.8 Alcohol/Drug Rehabilitation Leave Employees who have a problem with alcohol or drugs and who decide to enroll in an alcohol or drug rehabilitation program will be given unpaid time off to participate in the program. If an employee requests time off to participate in such a program, CAM will keep the fact that the employee enrolled in a program confidential.

2.7.9 Witness Duty CAM shall grant employees unpaid time off to act as a witness upon presentation of a copy of the subpoena to the Human Resources Director.

2.8 Types of Positions All positions shall be classified as salaried full-time, salaried part-time, or hourly employees. All employees shall be provided written notification of their classification status at time of hire. Any change in an employee's classification status shall include at least two (2) weeks advance notice. Upon an employee's qualifying for the bargaining unit, CAM will evaluate the program needs to determine whether the employee fits one of the following categories.

- A. Salaried Full-Time shall be those employees who work 30-40 hour per wk during a program year.
- B. Salaried Part-Time shall be those employees who work 20-29 hours per wk during a program year.
- C. Hourly employees are substitutes and work on an "as needed" basis.

2.8.1 Job Descriptions CAM shall maintain accurate job descriptions for each represented position and shall provide the Union with copies of each job description and any revisions.

2.8.2 Introductory Statement In accordance with California Labor Code, Community Action Marin is an "at-will employer". This means that the employment relationship may be terminated at any time by either CAM or the employee. Employees under the collective bargaining agreement shall be entitled to all rights and privileges of this Agreement unless specifically excluded herein, except that their discipline or termination shall not be subject to the grievance procedure.

2.9 Absences and Substitutes

2.9.1 Reporting In the event a represented employee is going to be absent or tardy to work due to illness or other unforeseen and unplanned circumstance the following call in procedure shall apply:

- (1) All staff will contact their Site Supervisor or designated Supervisor by telephone call or telephone voice message.
- (2) The employee will contact the appropriate person no later than two (2) hours before their designated start time.

- (3) In emergency situations where two (2) hours advance notice is not possible, then the employee will contact the appropriate person as described above as soon as possible and provide an explanation of their absence or tardiness.

2.9.2 Provision of Substitutes

- A. CAM will assure the availability of qualified substitutes. Updated list will be provided for each site supervisor on a periodic basis. It shall be the responsibility of CAM to secure substitutes when needed to fill in for absences or tardiness due to illness or other unforeseen and unplanned circumstance and/or emergency absence or tardiness.
- B. For employee vacations or other situations where an employee may be absent due to a foreseeable event, CAM shall use best efforts to arrange for appropriate substitute personnel. Employees must schedule time off in advance in accordance with this Agreement or Agency rules, as applicable.

2.10 Filling Vacancies through Transfers, Assignments, and Promotion A vacancy is defined as an open position that CAM wishes to fill.

2.10.1 Transfers & Promotions

- A. CAM shall post notice of all bargaining unit vacancies for ten (10) work days at all work sites. The notice shall include the following information: classification, any education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, work site, program, capacity of facility license, scheduled hours, weeks per year, classroom (if applicable), and language required (if any).
- B. An employee may submit a written request to transfer to any vacancy within the ten (10) day posting period.
- C. Upon request, the Union shall be provided a copy of all vacancy notices and any involuntary transfers (whether temporary or permanent).
- D. In filling vacancies, CAM shall abide by the following:

1) Transfers--The first priority for filling vacancies shall be given to employees within the same classification as the position to be filled requesting a transfer to the vacancy. If there is more than one employee requesting the transfer who has the necessary classification, education, specific program experience, experience, permits, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language proficiency for the vacancy, then where feasible the most senior employee shall be awarded the transfer. Past performance may be an evaluating factor. Temporary bargaining unit employees who qualify for the vacancy are included, but said employees must serve a probation period in the new position.

2) Promotion--If there are no requests to transfer, the vacancy shall then be awarded to the employee requesting promotion who is qualified for the position. For the purposes of this section, "qualified" is defined as: meeting the minimum qualifications contained in the classification's job description, possessing any needed education, specific program experience, experience, permits, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and having any needed language proficiency for the position. If more than one employee requesting the promotion is

qualified, then where feasible the most senior employee shall be awarded the promotion. Past performance may be an evaluating factor. Temporary bargaining unit employees who qualify for the vacancy are included, but said employees must serve a probation period in the new position.

3) Permanently Laid Off Employees--Remaining vacancies shall then be filled where feasible with permanently laid off employees, in accordance with the Chapter on Layoff and Recall in this Agreement.

4) Outside applicants--If the vacancy remains after transfers and promotions, CAM may fill the position with a newly hired employee.

Chapter 3. SALARIES AND BENEFITS

3.1 Salaries

- A. No employee on or before the effective date of this Agreement shall suffer any reduction in pay as a result of this Chapter.
- B. Starting salaries have been established for each classification in the bargaining unit and are provided in the Salary Schedule. Any employee on or before the effective date of this Agreement who makes less than the minimum established for their classification shall receive an increase in pay to at least the minimum for their classification. Placement of new employees above the minimum will be a determination made by CAM.

3.2 Educational And Longevity Step Increases and Differentials Hourly employees not eligible for benefits in any classification shall receive \$1.70 per hour worked in lieu of receiving health, dental, and life insurance. The \$1.70 per hour will be increased each year following implementation of new insurance rates so that the \$1.70 increases with the total contribution of CAM.

When promoted to a higher classification, an employee shall receive at least a five percent (5%) increase in pay and no less than the minimum for that classification. Employees assigned the primary duties of a higher classification on a temporary basis of four (4) consecutive work days or more shall be entitled to this additional pay for the period when they are responsible for said duties.

Teachers who present the appropriate Program Director, Site Supervisor or Master Teacher permit to CAM and agree to provide the concomitant supervisory and curricular responsibilities shall be entitled to a five percent (5%) increase in pay. Current Teachers who have already presented said permits must also agree to provide the concomitant supervisory and curricular responsibilities. Upon that agreement, said Teachers would be entitled to a five percent (5%) increase in pay, unless CAM raises an objection. Upon CAM's objection the appropriate level of pay shall be referred to the ongoing Labor-Management Committee.

Site Supervisors who have a Site Supervisor permit, a Bachelor's Degree in the applicable field, and 2 years supervision experience shall receive a 5% increase over the Site Supervisor position that meets minimal qualifications.

3.3 Bi-Lingual Pay CAM and the Union agree that employees who speak multiple languages are a valuable asset to the program and services of CAM.

- A. CAM shall pay an additional 5% for qualified bilingual employees working in a position that CAM has posted as bi-lingual.
- B. An employee shall be deemed “qualified” if they meet the following criteria:
CAM shall require objective certification or coursework.

CAM agrees to reimburse an employee for the fee of taking any test, if they pass, that CAM uses to establish that an employee is qualified.

3.4 Health, Dental, Life Insurance, and Disability Benefits

3.4.1 Health Insurance Salaried part-time and full-time employees are eligible to enroll in the health insurance plans provided by the Health Care Employees/Employer Dental and Medical Trust. New employees must sign up for, or decline the health plan coverage by no later than sixty (60) days after their first day of employment. Otherwise, the employee will have to wait for the annual open enrollment period. Coverage becomes effective on the first day of the month following sixty (60) days of continuous employment.

3.4.2 Dental Insurance Salaried part-time and full-time employees are eligible to enroll in the dental insurance plan provided by the Health Care Employees/Employer Dental and Medical Trust. New employees must sign up for, or decline the dental plan coverage by no later than sixty (60) days after their first day of employment. Otherwise, the employee will have to wait for the annual open enrollment period. Coverage becomes effective on the first day of the month following sixty (60) days of continuous employment.

3.4.3 Life Insurance Salaried part-time and full-time employees are automatically enrolled at no cost to the employee in the life insurance plan provided by the Health Care Employees/Employer Dental and Medical Trust. New employees must complete a beneficiary form for the life insurance coverage no later than sixty (60) days after their first day of employment. Coverage becomes effective on the first day of the month following sixty (60) days of continuous employment. CAM pays the premium for the employee’s life insurance.

3.4.4 Disability Insurance Each employee contributes to the State of California to provide disability insurance (State Disability Insurance or SDI). Disability insurance is payable when you cannot work because of illness or injury not caused by employment. Specific rules and regulations governing disability are available from the Human Resources Director.

3.4.5 Contribution and Waivers

- A. CAM shall contribute \$500 towards health and dental insurance for salaried (30-40 hrs per week) full-time employees. CAM shall contribute \$250 for salaried (20-29 hrs per week) part-time employees.
- B. Salaried part-time and full-time employees eligible for the health and dental plans may provide proof that they have coverage in place (for example, a spouse's health plan). These employees can waive coverage.

3.4.6 Flexible Benefit Plan (Cafeteria Plan) Eligible CAM employees are permitted to make tax-sheltered contributions to the CAM Cafeteria Benefit Plan. This plan allows the employee to use before-tax dollars to pay for 1) certain health care expenses not covered by the health and dental insurance plans, 2) dependent care expenses. For detailed information regarding eligibility and operation of this plan, contact the Human Resources Director.

3.5 Voluntary Retirement Plan CAM shall provide the current 403(b) plan for eligible employees. The Human Resources Director shall provide employees who make requests information regarding eligibility, contributions, benefits and tax status. All eligible employees will receive a summary plan. CAM agrees to continue to provide the current options for employees to contribute funds through deferred salary reduction agreements to its employee-only exempt 403(b) plan.

Effective November 1, 2016, a wage adjustment of 3% will be made to the salary schedule for each salaried classification.

Effective January 1, 2017, an additional wage adjustment of 3% will be made to the salary schedule for the following salaried classifications: Teacher's Assistant I, Teacher's Assistant II, and Receptionist/Office Clerk.

Effective January 1, 2017, an additional wage adjustment of 6% will be made to the salary schedule for the following salaried classification: Associate Teacher I.

Salary Schedule

<u>JOB TITLE</u>	<u>HOURLY</u>	<u>PAY PERIOD</u>	<u>ANNUAL</u>	<i><u>HOURLY SUB RATE</u></i>
SITE SUPERVISOR	23.19	2009.17	48,220	24.89
TEACHER	18.59	1610.42	38,650	20.29
ASSOCIATE TEACHER II**	16.08	1393.13	33,435	N/A
ASSOCIATE TEACHER I	12.57	1088.96	26,135	14.27
TEACHER'S ASSISTANT II	11.58	1002.84	24,068	13.28
TEACHER'S ASSISTANT I	11.25	974.59	23,390	12.95
ADMINISTRATIVE ASSISTANT	16.45	1425.67	34,216	18.23
RECEPTIONIST/OFFICE CLERK	12.13	1051.34	25,232	13.88
FACILITIES ASSISTANT	14.42	1249.75	29,994	16.12
JANITORIAL	12.36	1071.21	25,709	14.06
FAMILY ADVOCATE	16.94	1466.84	35,204	18.68

**See Associate Teacher II Classification (next page)

New Classification:

Job Title: Associate Teacher Level II (aka: Associate Teacher II)

Starting Salary: (See current Salary Schedule)

Required Qualifications:

1. **Must be in possession of valid Associate Teacher Permit** or be able to prove that you have submitted application for an Associate Teacher Permit to the California Commission on Teacher Credentialing. If the application is not approved, the person would no longer qualify for Associate II position.
2. **Must continue to actively work toward Teacher Permit.** Actively Working is defined as being enrolled in General Education or Early Childhood Education Classes (depending upon what courses individual still needs for Teacher Permit) at an accredited educational institution for at least two semesters out of each school year achieving a total of not less than 6 units per year. Employees who do not continue to meet these qualifications* would revert to Associate Teacher I status and pay and/or their level of pay before being promoted to Associate Teacher II, whichever is higher.
3. **Must be working in a setting where there is not a Teacher** for at least 4 hours out of each scheduled work day or a comparable situation as determined by the Program Director.
4. **Must assume additional job duties** usually assumed by a Teacher. Specific duties to be assigned by the Site Supervisor with approval of Program Director.

*Failure to meet qualifications would be defined as not being enrolled in any courses for two consecutive semesters within a school year and/or taking less than 6 units in a school year.

Adopted December 2007

Continuing Education for purposes of obtaining or retaining required permit

Salaried employees who are currently occupying positions which require a permit must be actively engaged in taking the classes required to obtain or retain their permit.

Employees who are required to obtain a permit:

Employees who are employed in a position for which they have not yet obtained the necessary permit are required to be actively engaged in taking the course(s) necessary to obtain their permit. 'Actively engaged' is defined as being enrolled in, and successfully completing, a minimum of one 3 unit course per semester for at least two semesters during a calendar year. Employees who fail to actively work towards obtaining the permit may be made ineligible for their position and would be demoted to the highest classification for which they are currently qualified. If no such position is available, they may be subject to termination.

Employees who are required to maintain a permit:

Employees who are currently employed in a position for which they hold the appropriate permit must continue to take whatever classes are necessary to retain that permit (i.e., continuing education units). If an employee holds a permit that has limitations on the number of times that it can be renewed, they must be actively engaged in taking the courses necessary to move to the next level when their permit expires and is not eligible for renewal. Actively engaged would be defined as being enrolled in and completing the a required course(s) within six months of the date of expiration, and continuing to enroll and complete at least one 3 unit course each semester until the required permit is obtained. Employees who allow their permit to expire and who do not enroll in a required course within six months of the date of expiration may be made ineligible for their position and would be demoted to the next highest classification for which they are currently qualified. If such a position is not available, they may be subject to termination.

Employees in classification that require them to complete professional development hours must be able to show that they are actively engaged in completing the hours necessary to retain their permit.

Chapter 4. GRIEVANCE PROCEDURE AND ARBITRATION

4.1 Definitions

- 4.1.1** Grievance is any allegation by a grievant that he/she has been adversely affected by a violation of a specific provision of this Agreement. Policies, procedures and resolutions not specifically covered by the provisions of this Agreement shall not be subject to the Grievance Procedure. Where a controversy, complaint or dispute arises over policies, procedures and resolutions not specifically covered by the provisions of this Agreement, a grievance can be pursued only with the mutual consent of the grievant and CAM, and shall not be subject to arbitration.

- 4.1.2 Day shall mean any day that CAM is open for business, excluding weekends and holidays recognized by CAM.
- 4.1.3 Grievant is one or more members of the bargaining unit, or the Union on its own behalf.
- 4.1.4 Time Limits begin with the day following the event alleged in the grievance or the day following receipt of a grievance decision.
- 4.1.5 Supervisor. The immediate supervisor is the first level administrator who has been designated to adjust grievances and who has immediate supervisory jurisdiction over the grievant.

4.2 General Provisions

- 4.2.1 It shall be the goal of the Union and CAM to resolve grievances at the lowest level possible. A grievant has the right to be represented at each stage of the procedure and to have access to information regarding the basis of the grievance.
- 4.2.2 If CAM fails to comply with the grievance time limits, the grievance shall proceed through the steps. If the Union or employee fails to comply with the time limits, the grievance shall be settled upon the basis of CAM's last response. Time limits and modification to the procedure may be adjusted upon the mutual consent of the parties.
- 4.2.3 Employees, who participate in the procedure, by filing a grievance or acting as a witness on the behalf of either party, shall be free from discrimination by either the Union or CAM.
- 4.2.4 The Executive Director of CAM shall designate a central administration representative to act as the central repository for all grievances.
- 4.2.5 A grievant may present his/her grievance and have the grievance adjusted without the representation of the Union as long as the adjustment is not inconsistent with the terms of the Agreement.
- 4.2.6 A grievant shall obey the directions of the immediate supervisor regarding matters contested in the grievance and allow the grievance procedure to produce a resolution later, unless the grievant would be compelled by the directions to violate licensing requirements or health and safety standards that present imminent danger to people affected.
- 4.2.7 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept with the grievant's personnel file.

4.3 Grievance Procedure

Step 1. Within fifteen (15) calendar days of when the grievant knew or should have known of the act or omission causing the grievance the grievant shall present either in writing or verbally a clear and concise statement of the grievance to the immediate supervisor of the grievant. Within fifteen (15) calendar days thereafter the immediate supervisor shall meet with the grievant, investigate and respond to the allegations of the grievant. The response shall be written if the grievance was presented in writing.

Step 2. If the grievant was not satisfied with the resolution at Step 1 the grievant must reduce the grievance to written form and present it to the department manager within fifteen (15) calendar days. The written grievance shall contain a statement of facts about the nature of the grievance, and shall identify the specific provisions of this agreement alleged to be violated, applicable times, dates, places and names of those involved, the address of the grievant, the date at which Step 1 was commenced and concluded, the remedy or relief requested, and shall be signed by the grievant.

The department manager shall confer with the grievant and within fifteen (15) calendar days communicate her/her decision in writing.

Step 3 If the grievant is not satisfied with the resolution in Step 2, the grievant shall within fifteen (15) calendar days appeal the matter to the executive director, or designee. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The appeal shall include the original grievance, the decision rendered, a clear statement of the appeal and the reasons for the appeal. The executive director or designee shall investigate the matter, conduct a hearing, if the executive director or designee considers it appropriate, and within fifteen (15) calendar days thereafter, respond to the allegations in writing.

If the executive director or designee is named as a substantial party to the grievance, Step 3 shall be bypassed and the grievance shall proceed under Step 4.

Step 4 If the grievant is not satisfied with the response, the grievant may petition the CAM board of directors within fifteen (15) calendar days to review the Step 3 decision. If the executive director or designee is a substantial party to the grievance the grievant may petition the CAM board of directors to review the Step 2 decision. Within fifteen (15) calendar days thereafter the president of the board of directors, on behalf of the board, shall notify the grievant whether the board elects to review the grievance. Thereafter, if the board elects to review, the board shall research and conduct a hearing, if the board considers it appropriate, and respond in writing to the grievant within thirty (30) days. If the board elects to not review the appeal the grievant may proceed pursuant to Step 5.

Step 5 If the grievance remains unresolved after the above, the grievant may, by written notice to the CAM executive director or designee within fifteen (15) calendar days give notice that the grievant wishes to appeal the grievance to final and binding arbitration. Within fifteen (15) calendar days thereafter the Federal Mediation and Conciliation Service shall be contacted and a

list of five (5) names of arbitrators be provided. Within fifteen (15) calendar days after receipt of the list the parties shall meet and each alternately strike a name until only one name remains. The order of striking shall be determined by the flip of a coin, with the grievant making the call of heads or tails.

It is specifically agreed that the parties may choose to agree between/among themselves on the selection of an ad hoc arbitrator in lieu of the FMCS arbitrator.

4.4 Rules of Arbitration.

4.4.1 The arbitrator shall be empowered to conduct a hearing and to hear and receive evidence presented by the parties. The hearing shall be informal and need not be conducted according to technical rules of evidence. Repetitious evidence may be excluded and oral evidence shall be taken only under oath. The arbitrator shall determine what evidence is relevant and pertinent, as well as any procedural matters and may call and examine witnesses as deemed proper.

4.4.2 The burden of proof shall be upon the Union/grievant in grievance matters and upon CAM in disciplinary/discharge matters.

After the conclusion of any hearing and the submission of any post hearing evidence or briefs agreed upon by the parties, the arbitrator shall render a written decision with findings of facts and conclusions of authority, which shall be final and binding upon the Union, CAM and any employee(s) included in the grievance or disciplinary matter.

The arbitrator shall not be empowered to add to, subtract from, or in any way modify or alter any provision of this Agreement. The arbitrator shall only determine whether a grievance exists in the manner alleged by the grievant, and what the proper remedy, if any, shall be, or in the case of disciplinary/discharge matters whether CAM acted with just cause.

All fees and expenses of the arbitrator shall be shared equally by the Union and CAM. All other expenses shall be borne by the party incurring them. The cost of the services of a court reporter shall be borne by the requesting party unless there is mutual agreement between the parties.

4.5 Expedited Arbitration By written agreement of CAM's executive director or designee and Union, grievances which are referred to binding arbitration may be addressed using expedited rules, which include the following rules: (1) extensive efforts will be used by the parties to stipulate to facts before hearing; (2) retained counsel will not appear at the hearing; (3) there shall be no stenographic record of the proceedings; (4) opening arguments and closing arguments will be oral, and (5) only an oral bench decision shall be required.

4.4 of this Chapter, to the extent not specifically altered by 4.5, shall remain in effect.

Chapter 5. DISCIPLINE AND DISCHARGE

5.1 Disciplinary Action

5.1.1 Right to Discipline and Discharge CAM shall have the right to discharge or discipline any such employee for just cause. Disciplinary action shall mean oral or written reprimand, suspension, reduction in salary, demotion or discharge.

It is specifically agreed and understood that discipline administered by CAM at the direct instructions of licensing or a government funding source shall be subject to the procedural steps provided by law and regulation as enacted by that agency. If none, the provisions of Chapter 4 shall be used.

Unless the violation is such as to justify immediate termination or other serious discipline, CAM shall use progressive disciplinary steps, which may include oral reprimand, written reprimand, suspension, demotion and discharge. It is agreed that an employee may be subject to immediate discharge without prior warning or progressive discipline if the cause is serious misconduct and/or negligence that endangers the health or safety of clients or staff or otherwise seriously compromises the operational or programmatic integrity of the program or agency. Examples include, but not limited to, child abuse, being under the influence of drugs or alcohol while on duty, physical assault on a client or staff member and theft.

5.1.2 Preliminary Notice A union employee shall receive a preliminary written notice from the department manager or appropriate administrator of any proposed disciplinary action that involves the loss of pay. The notice shall contain:

- a specific statement of charges or grounds upon which the proposed disciplinary notice is based;
- the rule, authority, or expectation relating to the deficient performance;
- clear direction on the expected conduct;
- the timeline, and consequence if the employee fails to comply; and
- the date the disciplinary action will be effective.

Upon receipt of the notice, the employee shall have five (5) days to respond to the disciplinary notice orally or in writing to their Program Director and have the response included in his/her personnel file. The department manager or appropriate administrator may direct in writing that the proposed disciplinary action be imposed or modify it.

5.1.3 Discipline Action and Appeal If the grievant is not satisfied with the response under Chapter 5.1.2, the grievant may proceed under Chapter 4.3 with Grievance Procedure Step 3 within fifteen (15) calendar days of receipt of the decision. If no written appeal is filed within fifteen (15) calendar days thereafter, the employee shall be deemed to have accepted the decision. Step 5 of Chapter 4.3 shall apply only to disciplinary actions that involve the loss of pay.

5.1.4 Decisions regarding Discharge All decisions to terminate an employee must be done jointly by the executive director or designee and the department manager or appropriate administrator.

5.1.5 General Provisions Written disciplinary notices shall be given to the employee and shall provide for the employee's response. All records of a disciplinary nature will be maintained in the employee's personnel file. Insofar as it is consistent with CAM's licensing and state funding sources, if the employee has no further disciplinary problems for a period of one (1) year from the date of the disciplinary action in question, it will not be considered grounds for further disciplinary action and shall be removed from the employees personnel file. The exception to the one (1) year policy shall be serious misconduct and/ negligence as defined in Chapter 5.1.1.

Chapter 6. SENIORITY

6.1 Seniority Defined CAM and the Union recognize that job opportunity and security shall increase in proportion to the length of service. Seniority shall be defined as the length of service of an employee continuously working for CAM in a bargaining unit position. The computation of seniority for regular part-time employees will be based on the hire date. In the event two or more employees have the same hire date, the employees shall flip a coin and the winner shall be deemed to have higher seniority. CAM shall provide the Union with a copy of the seniority list at least annually on or about the beginning of the program year. Any dispute regarding the accuracy of the seniority list shall be subject to the Grievance and Arbitration Chapter in this Agreement.

6.2 Seniority Accumulation

- A. The seniority of each employee covered by this Agreement shall be established after the initial probation period as defined in this Agreement and shall date back to their first day of employment.
- B. Seniority shall be accumulated by pay period.
- C. Seniority shall be broken when an employee resigns or is terminated.
- D. Employees on layoff or unpaid leave of one pay period or less shall accumulate seniority.
- E. Employees on layoff or unpaid leave of more than one pay period shall neither accumulate nor lose seniority.
- F. Employees on layoff or unpaid leave of absence of more than one (1) year shall lose all seniority.

Chapter 7. LAYOFF AND RECALL

7.1 Permanent Layoff CAM may lay off, without prejudice, any employee covered by this Agreement because of lack of work or funds, or organizational alterations, or for reasons of economy or organizational efficiency. Permanent layoff shall be defined as a reduction in the workforce or hours. In the event of a permanent layoff, CAM agrees to meet and confer with the Union over impact on employees.

7.2 Permanent Layoff Procedures In the event of a permanent layoff, Temporary employees in the classification shall be laid off first. Then, if further reductions in workforce or hours are necessary, regular employees shall be laid off in inverse seniority within classification. A classification is defined as a position or number of positions within the bargaining unit having the same job title as identified in Appendix A. A part time regular employee with more seniority can displace a full time regular employee.

In the event of a permanent layoff, the affected employee shall be notified in writing of the impending layoff at least fifteen (15) business days in advance of the effective date of the layoff or pay in lieu thereof, except in such cases where the Employer receives less than fifteen (15) business days notice from a funding source of a cutback in financial support which is cause of the layoffs and in such cases the Employer shall provide affected employees reasonable notice. The employee shall have the right to terminate their employment prior to the end of the fifteen (15) business days, if he/she so wishes. The early departure will be treated as a layoff and the pay in lieu of notice will be waived. The Union shall be sent copies of all layoff notices.

1. If there is a vacant position in the same classification, the affected employee shall have first preference for that position and may move to that position if they have the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language proficiency.
2. In the absence of a vacant position as described in #1 above, the affected employee may replace a less senior employee in a classification the affected employee has previously held unless they no longer meet the minimum qualifications contained in the job description. The employee shall replace the least senior employee in that classification. The affected employee may choose to accept the permanent layoff rather than bump another employee from a position or move to a lower or equal classification.
3. If the employee has no placement rights described in #1 and #2 above, the employee may take any vacant position for which they meet the qualifications.
4. The affected employee who replaces another employee in the same or equal classification shall retain their current rate of pay and continue to receive all regular pay increases. The affected employee who bumps to a lower classification shall enter the pay range of the classification at the pay rate nearest to their rate of pay.
5. CAM shall provide to the affected employee and the Union an updated seniority list with the layoff notice in order for the affected employee to determine their options. Upon request, CAM shall also provide the affected employee and/or the Union a listing of all known vacancies. An employee shall have five (5) work days after receipt of the layoff notice and seniority list to give written notice to CAM of their intention to accept a vacant position or replace another employee. If the employee fails to provide timely notice, they will forfeit placement rights pursuant to this section.

7.3 Recall Employees on permanent layoff shall be recalled in the following manner:

- 1) An employee whose hours have been reduced pursuant to this section shall be offered any available increases in hours in the classification involved provided the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations, and language proficiency for the vacancy prior to a new employee being hired in that classification.
- 2) Permanently laid off employees shall have recall rights for up to twelve (12) twelve months from the last day of work. Recall shall be by seniority, with the most senior qualified employee being recalled first. For the purposes of this section, "qualified" shall be defined as having the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations or collaborative agency agreements, and language proficiency for the vacancy. A permanently laid off employee shall be offered both full and part-time positions for which they qualify. An employee may refuse an offer to return to a non-comparable position (i.e. in terms of pay, hours, classification grade, and/or benefits) and remain on the recall list.
- 3) CAM shall provide the Union with a recall list and copies of all notices of recall in advance of recall notices being mailed to employees.
- 4) CAM shall notify an employee of recall by sending a certified letter by US Mail to the employee's most recent address on file, at least one (1) week prior to the date that the employee is scheduled to return to work. It is the employee's responsibility to notify CAM of any change in address. Notice of acceptance of recall may be by telephone to CAM, but must be confirmed in writing.
- 5) No new employees may be hired until all employees on layoff who are qualified for the available positions and desire to return to work have been recalled.
- 6) In the event a permanently laid off employee declines recall from layoff for a comparable position or does not return to work on the date that the employee has been scheduled to report to work, the employee shall be deemed to have voluntarily resigned their employment.

Chapter 8. UNION RIGHTS

8.1 Union Membership - Union Membership and Fair Share/Agency Shop The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in the bargaining unit. Subject to the remaining provisions of this section, on or after the thirty-first (31st) day following the beginning of employment, all bargaining unit employees, shall as a condition of employment either:

- Become a member of the Union and pay membership dues to the Union; or
- Pay to the Union a fair share fee as determined by the Union, which does not exceed the amount of its periodic dues.

To accomplish this, the employee will be asked to prepare a Union membership form. If the employee fails to complete a Union membership form, the default option shall be automatic enrollment as an agency fair share fee payer.

The Union agrees to make an annual financial report that is prepared and certified by a C.P.A. available to employees and CAM on request.

Religious Exception: Any employee who is a member of a religion, which holds conscientious objections to joining or financially supporting employee organizations shall not be required to join or financially support any employee organization as a condition of employment. Such employee shall be required, in lieu of periodic dues or fair share fees to pay sums equal to such dues or fair share fees to a non-religious, non-labor charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Service Code, chosen by the employee from the following list:

1. Marin Child Care Council;
2. Milagra Foundation;
3. Family Services Agency of Marin.

Proof of such payments shall be made on a monthly basis to the Union as condition of continued exemption from the requirement of financial support to the employee organization.

8.2 Separation from Bargaining Unit The provisions of this Chapter shall not apply during periods that an employee is separated from the bargaining unit, but shall be reinstated upon the return of the employee to the bargaining unit. The term "separation" includes transfer out of the unit, layoff, and leave of absence with duration of more than one (1) pay period.

8.3 Compliance and Authorization to Deduct

A. CAM agrees to deduct dues, fair share fees, assessments, and any other contribution towards a union program or fund, from each employee's wages, as specified by the Union. CAM shall transfer all funds collected to the Union as soon as possible, but no later than ten (10) calendar days from the end of the final pay period each month.

B. Union shall provide written notice of the amount of the fair share fee of non-members to CAM's designee.

C. If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Chapter, no such deductions shall be made for that pay period.

D. CAM shall supply the Union with the name and dues paid information with each dues payment to the Union. Any newly hired employee and the names of any employees terminated, laid off, or who otherwise left the employment of CAM shall be provided to the Union on an ongoing basis.

8.4 Hold Harmless The Union shall defend, indemnify, and save CAM harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of or by reason of, action taken or not taken by CAM under this Chapter. This includes not only CAM's reasonable attorney fees and costs, including costs of appeal, but reasonable cost of management preparation time. CAM shall promptly notify the Union of the commencement of any proceeding or the threat of commencement of any proceeding and the costs incurred for prompt reimbursement by the Union.

8.5 Non-Bargaining Unit Employees CAM and Union will comply with State and federal legal restrictions/regulations with respect to Union interaction with other CAM employees outside the represented bargaining unit. In recognizing that the Union may attempt to organize these other employees, CAM agrees to meet with Union and consider whether to seek the free services of a mediator to redress disputes between the parties in this aspect of the relationship between the parties.

Chapter 9. TERMS AND CONDITIONS

9.1 Health and Safety

9.1.1 General CAM shall provide a safe workplace for all employees and comply with all federal, state and local safety laws and regulations.

9.1.2 Workplace Safety CAM shall provide, at least yearly, training on working with children with difficult and unusual behavior. The training shall be conducted by an expert in the field. The expert shall identify internal and external resources available to teaching staff, as well as CAM staff for ongoing assistance and referral.

9.2 Personnel Files and Evaluations

9.2.1 Personnel and Restricted Files

- A. Personnel files shall be maintained by the Human Resources Director in the central administrative office. CAM shall treat personnel files as confidential available only to appropriate management staff. Restricted Files are confidential and available only to the Executive Director and Human Resources Director. Licensing files are separate and must be maintained at the site and be accessible to employees of State Licensing. Only specific documents should be kept in the Licensing file, including but not limited to Child Abuse Reporting Requirements; Criminal Records Statement; TB Test Results; Health Screening Report; Job Description and Fingerprint Clearance.
- B. Employees shall have the right to review their personnel file by (1) appointment on their own time and (2) with a member of management or designee present. CAM shall schedule the appointment at a mutually agreeable time within three (3) days of employee request. Employees may request a copy of their personnel file. Employees may authorize the Union to obtain a copy of their personnel file provided the written request is original, signed, and dated by the employee. Copies shall be provided within three (3) days of Agency receipt of request.

- C. Employees shall receive a copy of any performance-related material at the same time it is being placed in their restricted file. Employees shall have the right to place a written response to any performance-related material, evaluation, or disciplinary action into their restricted file, within seven (7) calendar days of when the document or material is first brought to the attention of the employee.
- D. Each employee is responsible to provide CAM with updated and accurate information for the Licensing file as required by law. CAM shall maintain the confidentiality of the Licensing file. Program Directors shall annually review each employee's Licensing file and provide at least annual notice to employees of any deficiencies or upcoming renewals. Employees shall minimally receive two (2) weeks notice to correct deficiencies in their Licensing file.

9.2.2 Evaluations

- A. Employees shall be evaluated annually.
- B. Employees shall be evaluated by the Department Manager or appropriate administrator or first level manager, in consultation with any supervisory or lead staff assigned to work directly with the employee.
- C. Employees may rebut evaluations in writing and request that management consider changes to the evaluation before finalized.
- D. Employee evaluations shall be treated as confidential, placed in the employee's restricted file, and a copy provided to the employee.

9.3 Outside Employment Outside employment for full time employees will be allowed. Outside work, which conflicts with work at CAM, may be denied by the employer. Work requirements will have precedence over any outside or volunteer work.

9.4 Labor Code Sections 2802 and 2804 CAM agrees to comply with the provisions of Labor Code sections 2802 and 2804 under this agreement.

9.5 Child Care for Employees CAM agrees to cooperate with the Union by promoting legitimate Union proposals to seek grant funding and State funding to provide salaried full-time employees covered by this Agreement child care services at no cost or a discount depending on the need and funding secured. The Committee for Labor-Management Resolution will meet to recommend how any and all funding secured for such a purpose shall be spent.

CAM currently provides the opportunity for employees to qualify for subsidized child care under the funding guidelines of SDE. In addition, CAM shall continue to provide half-price discounts to employees for predetermined, full-cost slots. Employees shall be eligible for the half-price discount after 6 months of employment.

9.6 Background Checks CAM shall pay the cost of any required background checks which are necessary for the performance of an employee's job function at CAM. Background checks covered by this chapter include, but are not limited to: fingerprinting, criminal records check, child abuse index clearance, and FBI clearance.

9.7 Physical and Health Examinations CAM shall bear the cost of any physical or health examination that is necessary for the performance of an employee's job function at CAM and agrees to pay the cost of an employee visiting CAM appointed Physician or pay the employee's health plan co-pay; at the employee's option.

9.8 Certificates CAM shall bear the cost of any certifications and permits that are necessary for the performance of an employee's job function at CAM.

9.9 Mileage Reimbursement CAM agrees to reimburse employee automobile expenses for employee use of their automobile for CAM business at the IRC Standard Mileage Rate, plus parking fees and tolls.

Chapter 10. COMMITTEE FOR LABOR-MANAGEMENT RESOLUTION

10.1 Committee for Labor-Management Resolution The Union and CAM agree to establish an ongoing committee to discuss and recommend outstanding issues and improve on-going communications and problem-solving about program and work place matters for the success of CAM's mission. CAM and the bargaining unit employees must agree on items to be discussed.

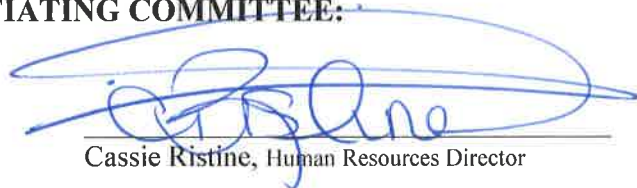
- A. The bargaining unit members of the Union may select three (3) employee representatives for the Committee.
- B. Each Committee shall contain at least as many employee representatives as management representatives. Union and CAM staff may contribute as resources are needed.
- C. The Committee shall meet during normal working hours and employees shall be entitled to paid release time for serving on the Committee.
- D. The Committee shall meet regularly.
- E. The Committee shall set its agendas and meeting times subject to CAM needs.
- F. Written recommendations shall be delivered to the Union and CAM for negotiation and resolution as appropriate.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within agreement this 14th day of JUNE, 2017.

COMMUNITY ACTION MARIN NEGOTIATING COMMITTEE:



Laurel Hill, Deputy Director

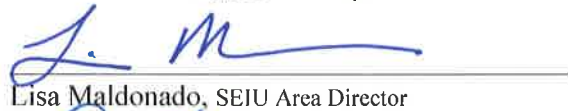


Cassie Ristine, Human Resources Director

SEIU 1021 NEGOTIATING COMMITTEE:



Michael Vilorio, SEIU Field Representative



Lisa Maldonado, SEIU Area Director



John Stead-Mendez, SEIU Executive Director



Trisha Follins, Employee Representative



Maria Herrera-Sanchez, Employee Representative



Gimma Mohamed, Employee Representative



Sonia Velasquez, Employee Representative



KNOW YOUR RIGHT TO REPRESENTATION IN THE WORKPLACE ESTABLISHED BY WEINGARTEN

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 a 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!

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 representative 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.