

# Council on Aging Collective Bargaining Agreement

This agreement is entered into this date of October 1, 2007 between Council on Aging (hereinafter called the "Employer") and SEIU Local 707 (hereinafter called the "Union").

It is the mutual intent of the parties that all Council on Aging employees, managers and Union representatives treat each other with dignity, respect, courtesy, and trust in an atmosphere in which all parties feel free to speak out without fear of retaliation. These principles shall also apply to all dealings with clients. It is the intent of the parties that the provisions of this agreement further these goals.

## ARTICLE 1: RECOGNITION

- **Section 1.1.** Council on Aging recognizes the Union's right to represent all members of the bargaining unit on all matters within the scope of representation including wages, hours, and other conditions of employment. Any new positions or classifications created by the Employer which perform duties similar to those in the bargaining unit shall be assigned to the bargaining unit. This excludes confidential and managerial employees, volunteers, interns, and temporary employees who are short term, no more than three months.
- **Section 1.2.** The Employer agrees to provide notice and meet and confer with the Union before assigning work to interns or volunteers which will impact work hours or the employment status of current employees. The Employer's goal is to increase services to clients through the use of interns and volunteers. There is no intention to replace represented positions in existing job classifications with interns or volunteers.
- **Section 1.3.** The Employer retains the right to create an excluded managerial position for the supervision and coordination of offsite work locations. Such position may include some job duties currently performed by represented bargaining unit employees. No current employees shall lose their position as a result of the creation of this management position.
- **Section 1.4.** The position of Information and Referral Specialist is included in the bargaining unit.

## ARTICLE 2: UNION SECURITY

- **Section 2.1. New Hire Orientation.** The Employer shall supply the Union with the names, addresses, job titles, and job locations of Employees hired or terminated within fifteen (15) business days of their hiring or termination. The Employer shall allow a shop

steward to provide a new hire orientation to distribute the Union's new member packet and answer any questions about the Union. This time shall take no more than fifteen (15) minutes. The steward will notify the supervisor which fifteen minutes of time will be utilized for orientation.

- **Section 2.2. Payroll Deductions.** Upon receipt of a written check-off authorization from an employee covered by this agreement, the Employer will deduct from the pay of such employee a sum equal to that employee's Union monthly membership dues. Any such authorization shall become effective as soon as practicable, but no later than the first payroll period of the month following receipt by the Employer of the authorization. Employer will deduct Committee On Political Education (COPE) contributions and for Insurance programs sponsored by the Union, subject to written authorization. Insurance plans will not interfere, or compete with, benefit plans offered by Employer.

Effective the date of membership ratification all Union members who had Union deduction authorizations on file with the Employer or the Union, or who may thereafter authorize in writing the deduction of their Union dues, shall remain on payroll deduction for the term of this contract or so long as they are members of the bargaining unit. Union members may terminate payroll deduction of dues at the expiration of this contract by giving written notice to the Union during a one month period between 60 and 90 calendar days prior to the expiration of the agreement. The Union agrees to indemnify, defend and hold harmless the Council on Aging, its officers, agents and employees from any liability arising from this provision.

- **Section 2.3: Fair Share Fee.** As a condition of employment, any employee hired into a position covered by this agreement on or after the date of ratification of this agreement by the bargaining unit shall, effective the first full payroll period after ratification or the first full payroll period after initial employment, whichever is the later date, join and maintain membership in the Union or, at the employee's election:
  - a. Pay monthly to the Union a service fee in an amount equal to monthly periodic dues of regular membership, less nonchargeable costs as defined by statutory and case law; or:
  - b. Execute a written declaration that the employee is affiliated with a bona fide religion, body or sect which holds a bona fide conscientious objection to joining or supporting a labor organization; and pay a sum equal to the service fee to a non-religious, non-labor charitable fund chosen by the employee from the list of three (3) charitable funds listed below:
    1. Sonoma County Head Start
    2. Face to Face
    3. Catholic Charities

## **ARTICLE 3: DISCRIMINATION AND EQUAL OPPORTUNITY**

The Employer and Union agree that all persons are entitled to equal treatment and employment opportunity without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, marital status, medical condition, physical or mental impairment, Union activity or political affiliation. Disabled employees or employees with a physical or mental impairment must be capable of performing the job satisfactorily with reasonable accommodation.

## **ARTICLE 4: PROGRESSIVE DISCIPLINE, TERMINATION**

- **Section 4.1.** No employee after the ninety (90) day probation period will be disciplined or discharged without just cause. The employer agrees to use the principle of progressive discipline for all employees who have been on the payroll for more than 90 days, except for those behaviors which are so serious that immediate termination is warranted. Behaviors not subject to progressive discipline include drug or alcohol intoxication on the job within the following job classifications: all driving positions. For all employees, those serious behaviors warranting immediate termination include harming or threatening to harm an employee or client of the Council on Aging; theft; embezzlement; or any other action which would constitute criminal behavior under the Criminal Code of the State of California.
- **Section 4.2.** If an employee is written up for disciplinary reasons, the employee must be given the opportunity to read and sign the document before it is placed into the employee's personnel file. A plan of correction must be included. The employee has ten (10) business days from notification to file a response. The response shall be filed in the personnel file. Should an employee refuse to sign the document, the fact shall be noted on the document and signed by the supervisor.

## **ARTICLE 5: GRIEVANCE AND ARBITRATION**

- **Section 5.1: Employee Grievance Procedure.** Most work-related problems can be solved by regular, open communication between employees and the employer. A grievance is a claim by an employee, group of employees, or the Union against the Council on Aging concerning the interpretation, application, or violation of this agreement. The purpose of the procedure set forth below is to provide the Council on Aging, its employees and the Union an orderly means of resolving disputes which may arise between them. The time limits in the grievance procedure outlined below may be extended by mutual written agreement of the parties.

**Step 1. Oral Complaint to Supervisor.** The first step is for the employee or Union, if the Union initiates the grievance, to arrange an informal meeting with the appropriate immediate supervisor. All meetings must be requested within ten (10) days of the incident or when the employee reasonably should have been aware of the problem. The supervisor will make every effort to arrive at a prompt resolution to the grievance by

investigating the issue and discussing it with the grievant. She/he will arrange the requested meeting within ten (10) days of receiving the request. This meeting will include the grievant and the supervisor and may also include a Union representative and an agency representative other than the Chief Executive Officer.

**Step 2. Written Grievance to Supervisor.** Whenever there has been no informal resolution of the dispute by the employee's supervisor, the next step to address the grievance is for the grievant to submit a written statement of the grievance to her/his supervisor. If no written grievance is submitted within ten (10) days after the conclusion of Step 1, it will be determined that there is no grievable action. The supervisor will make every effort to arrive at a prompt resolution to the grievance, and will respond in writing within ten (10) days of the receipt of the written grievance.

**Step 3. Written Grievance to Chief Executive Officer.** If the grievance is not satisfactorily resolved in Step 2, or if no answer is given within the time specified, the written grievance signed and dated by the grievant or the Union may be given to the Chief Executive Officer. This must be done within ten (10) days of the date the grievant receives the supervisor's written response to the grievance. Within twenty eight (28) days of receipt of the written grievance, the Chief Executive Officer will schedule a meeting to hear the grievance. Following the meeting, the Chief Executive Officer will within fourteen (14) days issue a written decision on the grievance.

**Step 4. Request for Board of Adjustment.** If the grievance is not satisfactorily resolved in Step 3, or if no answer is given within the time specified, the Union may, by written notice to the Chief Executive Officer within thirty (30) days after the Step 3 response, or on the last day on which the answer was due if none was given, request that the grievance be submitted to a Board of Adjustment. In the event a Board of Adjustment is requested, the Employer and the Union shall convene a Board within eighteen (18) days of the written request. Each party may select two representatives of its own choosing to sit on the Board. No attorney may be selected by either party. A decision of the Board shall be reached by majority vote of the four (4) selected members. In the event no majority decision is reached, the Union may within 30 days request the grievance be submitted to arbitration.

**Step 5. Request for Arbitration.** In the event the Union requests arbitration, the Employer and the Union shall meet within eighteen (18) days of the notice requesting arbitration and select an arbitrator to hear and resolve the grievance. The parties shall select one name from a panel of three (3) arbitrators, who shall be mutually agreed upon by the parties. Arbitrators shall be individuals who are knowledgeable regarding employment law. If the parties cannot agree on a panel of three arbitrators, the parties shall use the services of the State Conciliation Services for a list of five (5) qualified arbitrators. No individuals holding or seeking political office will be eligible as an arbitrator. They shall flip a coin to determine which party will strike the first name from the panel, and then shall proceed in the same pattern of elimination until the remaining arbitrator is selected. The arbitrator selected shall hear the grievance as soon as possible. The expenses of the arbitrator shall be shared equally by the two parties. Each

party shall bear the cost of their own representatives and witnesses. The arbitrator selected shall not have the jurisdiction to add to, subtract from, change, alter or modify any of the terms of this contract.

- **Section 5.2: Management Grievance Procedure:** The Chief Executive Officer or designee may bring any complaint/grievance or concern regarding labor relations forward to the labor/management committee for review and discussion. Any unresolved grievance concerning the interpretation, application, or violation of the collective bargaining agreement can be submitted to binding arbitration pursuant to the terms of the labor agreement. Prior to arbitration, the grievance will be reduced to writing, and clearly indicate which provisions of the labor agreement are in dispute, and the remedy sought. This provision does not prohibit alternative procedures that are mutually agreeable to the parties to resolve disputes, such as voluntary mediation.
- **Section 5.3: Exhaustion of Grievance Procedure:** Any communication of work-related problems, grievances or complaints, prior to exhaustion of Steps 1–5 of the Grievance and Arbitration procedures, such as direct communications to a Chief Executive Officer, any manager, or the Council on Aging Board of Directors, will be returned to the employee or the Union without response until the grievance process has been completed.

## **ARTICLE 6: SELECTION AND HIRING**

- **Section 6.1: Job Posting:**
  - a. The Council on Aging desires to offer its employees advancement opportunities. If the employer determines to fill any position at the agency, including management positions, the position will first be posted at each Council on Aging job location (S.R. Admin. Offices, S.R. Sr. Center, Cloverdale, Forestville, Guerneville, Healdsburg, Occidental, Rohnert Park, Sebastopol, Silvercrest, Sonoma, and Windsor) at least five (5) business days before it is advertised outside the agency. Employees who have been laid off or had their hours reduced in the classification for which a vacancy exists will first be notified and offered reinstatement to the classification within the program from which they were laid off or reduced. If the employees who were laid off or had their hours reduced turn down the offered position at their same FTE and rate of pay, they shall have exhausted their recall rights.
  - b. Employees who have had their hours reduced, or who have been laid off, will be notified for positions outside of their program job classification and considered based upon their qualifications for the position.
  - c. The following procedures will apply to both paragraphs a and b:
    - 1) Recall rights shall exist for twelve (12) months.

- 2) Notification of job openings will be sent by the Council on Aging to the last known address on file; and the employee has 15 (15) days after receipt of notice to respond in writing to the offer.
- 3) It will be the responsibility of the employees to give the business office in writing their most current mailing address and home telephone number.

## **ARTICLE 7: DETERMINATION OF SENIORITY**

For purposes of rate of pay, seniority will be determined by the employee's date of appointment to a particular job classification (also known as the "anniversary date"). Seniority for purposes of entitlement to benefits such as vacation pay shall be determined based on the hire date to the Council on Aging.

## **ARTICLE 8: SENIORITY AND LAY-OFF**

- **Section 8.1: Seniority.** For purposes of layoff and recall, seniority is to be determined by the total number of hours worked in the employee's current job classification.
- **Section 8.2: Lay-off and Recall.**
  - a. Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds. The Employer agrees to notify the Union at least thirty (30) calendar days prior to a contemplated lay-off of employees, or a substantial reduction in hours defined as a substantial reduction of at least 20% in regularly scheduled hours or any reduction in hours that triggers any change in eligibility for any benefits. Exceptions to this requirement are: lack of work due to a catastrophe (act of God, bombing, etc.) and, in the case of a contract between Employer and a third party, the third party's termination of the contract with less than thirty (30) days notice. The Employer may notify any employees that may be impacted by the proposed layoff or reduction in hours at any time after notification to the Union is given.
  - b. Within seven (7) days of the Employer's notification to Union in (a) above, the Union shall make a written request for a meeting to confer with the Employer prior to implementing an involuntary lay-off or substantial reduction of hours as defined above. Upon timely request from the Union and within thirty (30) days of the Employer's notification, the Employer shall meet and confer with the Union about the impact of Employer's planned actions prior to implementing an involuntary lay-off or substantial reduction of hours, as defined in (a) above. In the event of a lay-off or substantial reduction of hours, before implementing such lay-off(s) or reductions, the Employer will determine whether any employees in the affected job category(ies) prefer to work fewer hours and thus will voluntarily reduce their hours in lieu of lay-off, providing such a work share will not negatively impact service delivery.

- c. Employees with less total continuous Council on Aging service, calculated as total hours worked in the affected class, shall be laid off before those with greater total continuous Council on Aging service in the affected class. Continuous part-time service shall be prorated on an hour for hour basis in its relationship to full time work. Whenever it is necessary to lay off one or more Council on Aging employees, in a division or unit in which there is more than one employee in the class in which the layoff is necessary, temporary employees ("extra help") shall be laid off before any regular full time or part time employees.
- d. Employer agrees that employee to be laid off or suffer a reduction of hours will receive a minimum of fourteen (14) days notice. Laid off employees will also be paid off for their accrued vacation on the last day worked.
- e. Each regular full-time or part-time person who has been laid off or had her/his hours reduced in lieu of layoff, or been demoted voluntarily in lieu of layoff, from a position shall be offered restoration to a vacant position in the classification from which the employee was laid off. The Employer shall make a reasonable attempt to notify an employee who is eligible for recall. If an employee cannot be reached within ten (10) Agency business days after receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to recall unless a further offer of recall is extended by the Council on Aging Chief Executive Officer.
- f. Whenever a person is unavailable for recall, the next senior person who is eligible for recall shall be offered recall in the same manner and under the same conditions. Should there be no person eligible and available for recall, the position shall be filled by the Council on Aging.

● **Section 8.3. Changes in Work Schedules.** The employer shall provide reasonable notice of changes in work schedules.

## **ARTICLE 9: PERFORMANCE EVALUATIONS**

- **Section 9.1.** A written performance evaluation shall be conducted at the end of the employee's probationary period. Performance Evaluations shall be conducted annually thereafter for all employees except Assistant Site Managers, Kitchen I and II, and all Drivers. No other annual written performance evaluation shall be required. It is recommended that periodic evaluations be conducted for all employees. Evaluations will identify and/or include:
  - a. Specific job expectations and/or tasks
  - b. Strengths and barriers
  - c. Past and future goals
  - d. Discuss any performance deficiencies and create a plan of correction
  - e. A space for employee comments.

- **Section 9.2.** In the event the Employer determines that any employee shall not qualify for step advancement under Section 12.2 because of unsatisfactory performance, then a written performance evaluation shall be conducted. A written performance evaluation shall also be conducted at the request of an employee.

## **ARTICLE 10: PERSONNEL FILE**

- **Section 10.1.** The personnel file is the property of the Council on Aging and is not subject to public inspection except in accordance with the law. An employee shall have reasonable access to inspect and review his/her personnel file. Should an employee wish to have a Union representative review the employee's own file, the employee will provide the Union representative with a signed letter indicating the employee's consent to have the employee's records reviewed.
- **Section 10.2.** The Employer shall provide the employee with a copy of any information placed in employee's personnel file within five (5) days of a request. The employee has 30 days to submit a response. The response shall become a permanent part of the employee's personnel file.

## **ARTICLE 11: UNION STEWARDS AND REPRESENTATION**

- **Section 11.1.** For each of the following categories, the Union may designate an employee and an alternate to act as shop steward:
  1. Main Building
  2. Work locations other than Kawana Springs Road facilities
  3. Kitchen
  4. Drivers

The Union will provide the Employer with their names and notify the Employer in writing within ten (10) days of their selection or termination. Stewards shall function as liaisons with management, receiving and disseminating information to and from management on all matters related to the application and interpretation of this agreement.

- **Section 11.2.** Stewards shall perform Union business on their own time except for the following or as provided in this agreement:
  - a. Union stewards shall provide orientation to new hires to distribute the Union's new member packet, including form "Employee Authorization for Payroll Deduction of SEIU Membership or Service Fees", to answer any questions about the Union, and to collect the completed membership form. Paid orientation time is not to exceed fifteen (15) minutes. The steward submit the form to the Human Resources Department,



sending one copy to SEIU Local 707 and giving one copy to the member. (See also Article 2, Section 1).

- b. Union stewards shall act as a representative of a grievant at the specified steps of the grievance procedure if the grievant so desires, and provide representation for employees during investigative interviews and disciplinary meetings conducted by the Employer. It is agreed that an employee, upon his/her request, is entitled to have a Union Steward and/or Union Field Representative present during disciplinary or investigative interviews where the employee reasonably believes that such investigation will result in disciplinary action. Representation by a Union Steward, as described in this section, shall be conducted and paid as work time. The amount of time required by Union Stewards for investigations will be negotiated with the Employer prior to the investigation on paid time. Union stewards will attempt to provide in advance estimates of investigation time required.
- **Section 11.3. Bulletin Board/Inter-site/Employee Mailboxes.** At each Council on Aging work site, the Employer agrees to provide a bulletin board which the Union may use to post notices of Union business. Union bulletins and notices may be distributed by COA mail systems, including inter-site mail and employee mailboxes. Volume and frequency of Union's use of COA mail systems will be reasonable.

## ARTICLE 12: WAGES AND SALARIES

- **Section 12.1. Wage Ranges.** Wage ranges are specified in Appendix A for each represented classification.
- **Section 12.2. Step Advancement.** Step advancement after Step One will be on anniversary date each year and will be contingent on a satisfactory performance evaluation. Any required written evaluation has not been done by the employee's anniversary date; the employee will nonetheless receive the next due step increase beginning on that anniversary date.
- **Section 12.3. Reimbursements.**
  - a. Mileage reimbursement will correspond to the applicable Internal Revenue Service rates.
  - b. See Article 14: Medical/Dental Benefits for reimbursement of Medicare Part B and Supplemental Health coverage for Medicare-Eligible Employees.
- **Section 12.4. Substitute Positions.** An employee substituting in the position of another employee will be paid the hourly wage of the substitute position, if the substitute position is at a higher pay rate, after working in the substitute position for five regularly scheduled working days in a calendar year. Those working days need not be consecutive. The employee will be paid at Step 1 of the substitute position or the substitute employee's hourly wage, whichever is greater. A person with a twelve (12) month or more hiatus

between substituting in a particular job category will be required to go through the five (5) day waiting period again before receiving the substitute position higher pay rate.

- **Section 12.5. Reopener.** At the sole option of the Employer, there will be a reopener of this Agreement limited to the subject of health coverage in the event of premium increases of 25% or more during the term of this Agreement. If the Employer exercises its option for a reopener then the Union may choose to reopen one additional subject at that same time other than wages. Ninety (90) days prior to the expiration of this contract, the Union and Management will begin negotiations for a successor to this contract.
- **Section 12.6. Suspension of Wage/Step Increases.** The Union understands and agrees that implementation and payment of all wage increases and step advances may be suspended if, in the exercise of its good faith discretion, the Council on Aging Board of Directors determines that the agency's current fiscal circumstances require such action. No wage increase or step advance shall be suspended unless written notice thereof is given at least two pay periods in advance of the effective date of the suspension. The parties agree to meet and negotiate concerning alternative options to the non-payment of wage and/or step increases. At the Union's option, the labor contract can be opened in its entirety within fifteen (15) days after the effective date of the wage and/or step increase suspension.
- **Section 12.7. Wages.** The wages in Appendix A will increase as follows:
  - July 1, 2008 - 2%
  - July 1, 2009 - 2%
  - July 1, 2010 - 2%

## ARTICLE 13: PERSONNEL POLICIES

- **Section 13.1. Other Employment Policies and Practices.** All Council on Aging employment policies and practices, including the Employee Handbook, shall apply to all employees to the extent there is no conflict with the terms of this Agreement. The Employer retains the right to plan, direct, control and assign work, hire employees and supervisors, determine staffing levels, work crew sizes and the number of employees to safely perform assigned work. The Employer also retains the right to implement new methods, equipment, processes or quality standards.

## ARTICLE 14: MEDICAL/DENTAL BENEFITS

- **Section 14.1. Group Insurance Eligibility (Under Age 65).**
  - a. Employees hired before September 26, 2000 who regularly work a minimum of twenty-five hours a week are eligible for medical and dental insurance benefits fully paid by the Council on Aging less the employee share of premium as negotiated between Union and Employer.. Employees hired after September 26, 2000 who

regularly work 37.5 hours per week are also eligible for fully paid medical and dental benefits less the employee share of premium as negotiated between Union and Employer. As of May 15, 2005, all new enrollees to the group insurance medical plan will be responsible for a co-pay prorated as to hours worked regardless of hire date. All other employees who regularly work from 20 to 37.4 hours per week will be eligible for medical and dental benefits after a ninety (90) day waiting period, the costs to be shared by the employee and the Council on Aging based on the percentage of hours worked per week compared to a full time schedule, plus the employee share of premium as negotiated between Union and Employer. The employee share is 8% of the employee's monthly Kaiser premium June 1, 2005 through June 30, 2006.

b. Employees hired before September 26, 2000 and full-time employees (37.5 hours per week) who choose to reduce their hours below the required minimums will no longer be eligible for fully paid benefits. Provided they continue to work at least twenty hours per week, they will be eligible for medical and dental insurance on a shared cost basis based on the number of hours worked.

- **Section 14.2. Payment of Health Plan Premiums.** Present employees who are receiving full benefits will continue to receive the full benefits so long as they do not choose to reduce their hours. Employer will pay the appropriate premiums for the group health insurance plan and for dental insurance for all eligible participating employees.
- **Section 14.3. Group Insurance Eligibility (Over Age 65): Reimbursement of Costs of Medicare Part B and Supplemental Health Coverage for Medicare-Eligible Employees.** Employees hired before July 1, 2002 who regularly work a minimum of twenty hours per week are eligible for full reimbursement of the costs of Medicare Part B and the Kaiser Senior Advantage Plan. Employees hired on or after July 1, 2002 who work 37.5 hours per week are also eligible for the maximum reimbursement of costs. All other over-65 employees who regularly work from 20 to 37.4 hours per week will be eligible for reimbursement based on the percentage of hours worked per week compared to a full time schedule. Employees who have other Medicare Supplemental Insurance qualify for reimbursement on the same basis as Kaiser Senior Advantage participants except that the maximum reimbursement will not exceed the Kaiser rate in effect at that time.
- **Section 14.4. Bi-Annual Physical Examinations.** Employees in the following job categories may be required to undergo a physical examination every two years from date of hire to ascertain their ability to fulfill the job description without endangering the safety and health of themselves or others: Meals on Wheels Driver, Cargo Van Driver. The Council on Aging will bear the cost of the physical examination. Employees who are deemed by the medical provider to be unfit to perform the duties of the job to which he or she is assigned may be subject to termination if a reasonable accommodation cannot resolve the problem, and if an alternative assignment cannot be offered.
- **Section 14.5. Partial Reimbursement of Brand Name Drug Deductible.** The employer agrees to reimburse employees up to \$125 per calendar year, 50% of the employee

deductible for brand name prescriptions through Kaiser, subject to the following conditions: For each calendar year reimbursement is requested, the employee is to have the medical provider complete a form attesting that "no effective generic equivalent is available for use by the patient, and the prescribed brand name drug is necessary to treat a serious medical condition." Additionally, the Employer agrees to withhold up to \$125 per calendar year from the employee's paycheck, on a pre-tax basis, at the employee's written request to cover the remaining 50% of the deductible. This employee amount is not refundable should it not be used for the purpose intended by the end of the calendar year.

## **ARTICLE 15: HOLIDAYS, VACATIONS, SICK LEAVE AND MEDICAL LEAVE ACT**

- **Section 15.1. Holidays.** Council on Aging closes the agency in observance of the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. In addition to the above, regular employees on the payroll for 90 days or more are entitled to one floating holiday per calendar year which vests on January 1 of each year; or in the case of new employees, after 90 days or more on the payroll. Regular full time employees will be compensated 7.5 hours pay for each scheduled holiday. For holidays occurring July 1 through December 31, 2004, regular part time employees who are regularly scheduled to work on the holiday will receive compensation equal to the number of hours scheduled to work that day. Effective January 1, 2005, regular part-time employees will receive compensation for holidays based on the percentage of hours worked compared to a full time schedule, regardless of whether the holiday falls on the employee's regularly scheduled work day.
- **Section 15.2. Vacation/Sick Benefits.**
  - a. Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Sick time off with pay is available when needed for illness. Paid vacation and sick time are accrued per paid hour. For employees who have less than three years of service the vacation accrual factor is .0385 hour per paid hour. For employees who have three or more years of service the vacation accrual factor is .05773 hour per paid hour. For all employees the sick time accrual factor equals sixty-seven and one half (67.5) hours per year for an employee working 37.5 hours per week.
  - b. There are ceilings on how much vacation and sick leave time can be accrued. For employees with less than three years of service, the vacation ceiling is three weeks of vacation. For employees with three or more years of service, the vacation ceiling is four week of vacation. For all employees the sick leave ceiling is ten weeks of sick leave.

- c. All permanent employees start to earn vacation as of the hire date. Temporary employees who are not regularly scheduled do not earn vacation. An employee cannot use the vacation time or unpaid sick leave time until after an initial waiting period of 90 days. However, after the 90 day waiting period, the employee can request use of earned vacation time including that accrued during the waiting period.
- d. To take vacation, employees must request advance approval from their supervisor at least two weeks prior to the requested vacation period. Requests will be reviewed and approved based on a number of factors, including business needs and staffing requirements.
- **Section 15.3. Family Medical Leave Act.** The Council on Aging agrees to comply with both the Federal and State family medical leave Acts.
- **Section 15.4. Jury Duty.** An employee serving on jury duty will receive regular pay for up to three days per calendar year when jury duty is required during the employee's regularly scheduled work. To qualify for jury duty pay, the employee must present to her/his supervisor written notification from the court, and must remit to the Council on Aging any payment for jury duty the employee may receive from the court. Moreover, the employee is expected to report for work at Council on Aging on any day or portion of any day that court attendance is not required.

If the employee's jury duty extends beyond three days, the employee may at his/her election utilize any accrued vacation time or request an unpaid leave. The Council on Aging will not discontinue any benefits, such as health insurance, the employee was receiving prior to being called to jury duty. Benefit accruals such as sick and vacation time will likewise continue during jury service. The Council on Aging will not discipline or terminate an employee for absence due to court-required jury service provided that the employee notifies the supervisor of such absence.

- **Section 15.5. Bereavement Leave.** Upon the death of an employee's spouse, domestic partner, child, grandchild, parent, sibling, the employee shall receive 5 consecutive work days as bereavement leave. Upon the death of a grandparent, the employee shall receive three consecutive work days as bereavement leave. Upon the death of any close relative of the employee's spouse or domestic partner, or niece, nephew, aunt, or uncle, the employee shall receive one day of bereavement leave.
- **Section 15.6. Denial of Leave of Absence Request.** An employee whose leave of absence request is denied shall have the opportunity to appeal the denial to the Chief Executive Officer.

## ARTICLE 16: SAFETY

- **Section 16.1. Responsibility for Safety in the Work Place.** Due to the nature of services provided, the Council on Aging and the Union agree that safety in the work place is a shared responsibility and important to all. Supervisors are responsible for implementing, administering, monitoring and evaluating safety practices and procedures in the work place, such responsibility to include the safety of working conditions and equipment used.

Employees are responsible for reporting to their immediate supervisors unsafe practices and procedures in the work place, such reporting to include unsafe practices and procedures regarding working conditions and equipment. Employees shall not continue using practices, procedures, and or equipment that could be a danger to themselves or others.

- **Section 16.2. Safety Committee.** A Safety Committee will be formed, consisting of two labor delegates, the Chief Executive Officer or her/his appointee, and a Department Head. They shall meet at least quarterly or when a special meeting is called by the Chairperson. The Safety Committee Chairperson is a position which shall rotate annually and shall be occupied for one year by a labor delegate and the following year by a management delegate selected by a committee of the whole. Any committee member may petition the Chair to convene a special meeting for cause. The Union stewards shall designate one of the two Union representatives to be a member of the Safety committee; the Union President will appoint the second labor delegate. The Union members will be given time off with pay to attend committee meetings and activities. Time off must not interfere with daily operations and must be approved by the supervisor.
- **Section 16.3. Hazard Report.** A standard Hazard Report will be available at all work sites and can be filed with the employee's supervisor by any employee, including both management and non-management. The employee should retain a copy of this report.
  - a. Within two (2) business days of receiving a hazard report, the supervisor shall make a written response on the action taken or to be taken to correct the reported hazard. The initial hazard report and the supervisor's response is to be forwarded to the Safety Committee immediately.
  - b. If the employee who filed the report is not satisfied with the corrective action taken or to be taken, the matter can be appealed to the Safety Committee.
  - c. Within ten (10) business days the Safety Committee shall investigate and provide a written response which will include any additional actions to be taken to correct the hazard.

- d. In the event that a hazardous condition presents a clear and immediate danger to the health and safety of an employee or others, the response guidelines shall be reduced to immediate response.
- **Section 16.4. Accident and Illness Prevention Program:** The Council on Aging will work with the Safety Committee to implement an Accident and Illness Prevention Program in compliance with Cal-OSHA requirements and subject to the review and approval of the Board of Directors.

## **ARTICLE 17: CATASTROPHIC LEAVE**

Catastrophic leave is a paid leave of absence due to life threatening verifiable long term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the individual. Employees are eligible for catastrophic leave after six months of employment with the Council on Aging. The employee must first exhaust all accrued sick leave and vacation leave before qualifying for catastrophic leave. Catastrophic leave shall be additional paid leave available from sick leave or vacation leave donated by other employees to a specific qualified employee. An employee requesting catastrophic leave must receive the approval of the Chief Executive Officer. Such leave may initially be approved up to a maximum of the equivalent of one month's leave for the qualified employee. If the catastrophic illness or injury continues, the Chief Executive Officer's approval is needed for any extension of catastrophic leave. Catastrophic leave shall not be used in conjunction with any state or other disability benefits or workers compensation benefits. While an employee is on catastrophic leave using donated hours, the employee shall not accrue any vacation or sick leave. In the event that any donated catastrophic leave time remains unused, that time shall be placed into a catastrophic leave bank which shall be made available to other qualified employees pursuant to the terms of this policy.

Employees may donate accrued sick leave or vacation leave to other employees suffering from catastrophic illness or injury either to themselves, a spouse, a parent, a dependent minor child, or a domestic partner. Employees donating sick or vacation leave must donate in increments of whole hours. The donating employee must retain a sick leave balance of the equivalent of at least two weeks of sick leave and one week of vacation leave. Employees who leave the Council on Aging may not transfer their unused sick leave into a catastrophic leave bank. Requests for catastrophic leave donations shall be made through a posting on the Union bulletin board.

## **ARTICLE 18: LABOR/MANAGEMENT COMMITTEE**

- **Section 18.1:** The Employer and the Union agree that open communication is beneficial to the collective bargaining relationship. Therefore, four (4) employee representatives of the Employer and four (4) employee representatives of the Union (one each from the drivers, kitchen, main office building and off site work locations other than the Kawana Springs location) shall meet monthly for one hour (unless otherwise mutually agreed upon) on paid time at a mutually agreed upon time and place to address topics of mutual interest and concern, including but not limited to health and safety, policies and procedures.

- **Section 18.2:** The above does not preclude the Employer from establishing and/or utilizing other venues involving management and bargaining unit employees to discuss issues related to agency operation.

## **ARTICLE 19: PAYMENT OF NOTARY FEES**

The employer agrees to pay the annual fees for two in-house notaries public. It is up to the individual employee to submit the invoices for payment by Council on Aging.

## **ARTICLE 20: ANNUAL MEETING WITH EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS**

The Employer agrees to hold an annual meeting of the executive committee of the board of directors and employees for the purpose of exchanging ideas regarding the future goals and objectives of the organization.

## **ARTICLE 21: DURATION OF THIS AGREEMENT**

*This contract shall be in effect from October 1, 2007 through September 30, 2010.*

**ARTICLE 22: NOTIFICATION.** All references to "days" for notification purposes throughout this agreement shall be to calendar days unless otherwise specified.



## **ARTICLE 23: FULL UNDERSTANDING**

This agreement sets forth the full and entire understanding of the parties for the matters contained herein. This agreement supersedes any conflicting provisions of the Council on Aging Employee Handbook in effect during the contract term. Where the collective bargaining agreement is silent, the terms of the Employee Handbook shall continue to be controlling. In the event of an ambiguity between this agreement and the Employee Handbook, the Labor/Management Committee may be utilized as a forum for Management and Labor to discuss the pertinent issue.

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Shirlee Zane, Council on Aging

Date

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Steve O'Keefe, Worksite Organizer  
SEIU Local 707

Date