

Agreement Between

LOCAL 1021

EAST BAY INNOVATIONS

and

LOCAL 1021

SERVICE EMPLOYEES INTERNATIONAL UNION

SEIU

Stronger Together

March 3, 2013 through February 28, 2016

WEINGARTEN RULES AND RIGHTS

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

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

The following rules apply when an investigatory interview occurs:

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

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

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

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

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

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

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PREAMBLE

This Agreement is entered into on this date, March 1, 2013, by and between EAST BAY INNOVATIONS (hereinafter referred to as the "Employer") and Local 1021, SEIU, CTW, CLC (hereinafter referred to as the "Union").

WHEREAS, the parties to this Agreement declare and establish these terms and conditions of employment set forth herein to be a mutual expression of our intent to provide quality personalized support services to people with developmental disabilities that honor and respect each person's wishes as to how, when and where those services shall be provided, as well as, to the extent possible, who shall provide these services. The parties also declare their intent to support people with disabilities in their struggle against prejudice, exploitation, powerlessness, poverty, and exclusion; and to support their struggle for self-determination, a life of meaning, and inclusion in their communities.

This Agreement and the terms and conditions set herein is also a mutual expression of our intent to provide training and support so that workers will have the best chance at success in their jobs. In order to achieve this, the Agency and the Union will strive to work together to maintain an atmosphere of mutual respect and partnership and to advocate together for sufficient funding and government policy that improves the status and conditions for workers, improves the quality of services and expands the opportunity for consumers we support while maintaining the stability of the Agency.

NOW, THEREFORE, in consideration of their mutual agreement herein contained, the parties hereto agree as follows:

ARTICLE 1. RECOGNITION

1.1 BARGAINING UNIT.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time employees including all Executive Administrative Assistants, Companions, Community Living Assistants, SLS Specialists, ILS Instructors, 1LS Specialists, Project Search Coaches, Job Coaches, Employer Liaisons, Job Developers, and Weekend On-call Workers, employed by the Employer at its California facilities including employees assigned to the premises of other employers, excluding casual employees, temporary employees, and confidential employees, as defined in the Act.

1.2 EMPLOYEE DEFINED.

The term "employee" shall be defined as a person employed by the Employer in the bargaining unit described in Section 1.1 above as regular full-time or regular part-time but shall not include temporary or casual employees.

1.3 REGULAR FULL-TIME DEFINED.

The term "regular full-time employee" shall be defined as an hourly or salaried employee regularly scheduled to work thirty-seven and a half (37.5) hours or more per week.

1.4 REGULAR PART-TIME DEFINED.

The term "regular part-time employee" shall be defined as an hourly or salaried employee regularly scheduled to work more than ten (10) hours but less than thirty-seven and a half (37.5) hours or more per week.

1.5 BENEFIT ELIGIBILITY.

- A. Employees who are full-time for a period of three (3) months or more are eligible for paid holidays, vacation, sick leave, health and dental benefits, participation in the 401k program, and the Section 125 program.
- B. Part-time employees regularly scheduled and working between 10 and 19.9 hours per week shall not be eligible for agency fringe benefits except for participation in 401k program, Section 125 program, and paid holidays that fall on days the employee regularly works.
- C. Part-time employees who are regularly scheduled and working between 20 and 37.4 hours per week for a period of three (3) months or more are eligible for health benefits in addition to 401k, Section 125 and paid

holidays that fall on days the employee regularly works.

- D. For new hires who are eligible, benefits begin the first day of the month following 120 calendar days of employment. The date on which benefits begin shall be delayed by the same number of calendar days that a new employee is on unpaid leave during that initial period.
- E. For existing employees who have been employed more than 120 days and become eligible, benefits will begin the first of the month after they have established eligibility.
- F. Once established, eligibility continues until an employee's hours fall below the necessary number of benefit hours. The Employer shall maintain the employee's benefit status for a period of sixty (60) days even if their hours fall below the benefit levels as long as the employee is actively seeking replacement hours and making themselves available to interview with new clients and to train with new clients. The sixty (60) day period begins on the first day of the pay period immediately following the reduction in the employee's schedule.
- G. In the Supported Living program every eight (8) hours paid as overnight support is counted as three (3) hours towards benefit eligibility. Time on-call carrying the e-cell for a one-day (24-hour) shift is counted as 7.5 hours toward benefit eligibility and a full weekend shift is counted as 15 hours towards benefit eligibility.
- H. Employees not eligible for benefits may enroll in **EBI** benefits if they cover the cost of the monthly premium and deductible. The cost of the premium will be taken as a payroll deduction.

1.6 TEMPORARY EMPLOYEES.

Temporary employees are defined as those who work on a temporary basis when qualified part-time employees are not available. Temporary employees may be hired for regular employees who are on vacation, sick leave, or leave of absence; to a temporary need during periods of increased work; or to fill positions of an anticipated short duration. Employees in this category shall not be subject to the provisions of this agreement.

If the work in the same temporary position or function continues over a period of ninety (90) calendar days and the temporary worker(s) filling the position is not primarily replacing a regular employee who is on leave, the position shall be considered a new position and shall be filled in accordance with hiring procedure. Applicants will be considered based on the following factors: 1) a preference for applicants who work in similar positions within the department; 2) availability of the applicant matches the scheduling needs of the people served; 3) a

willingness to travel to the geographic area where the people served work or reside; 4) whether the applicant has had previous difficulties in serving the people to which the position is assigned.

If a temporary employee is awarded the position, their regular status, benefits eligibility and salary shall be determined in accordance with their date of employment as a temporary employee with no break in continuous service. A temporary incumbent may be considered along with other applicants for this position.

The parties recognize the need to staff one-time projects with temporary employees. To fill job vacancies on an emergency basis, the Employer may make a temporary appointment not to exceed ninety (90) days duration.

1.7 NEW CLASSIFICATIONS.

This Agreement shall also apply to any other classifications which may be established by the Employer within the general scope of duties now included within the bargaining unit described above. The Employer agrees that no classification shall be changed or new classification created to defeat the spirit of this Agreement.

ARTICLE 2. NON-DISCRIMINATION

The Employer and the Union recognize the role of an affirmative action program in maintaining and promoting fair employment practices.

There shall be no discrimination by the Employer against any employee or applicant for employment because of race, creed, color, ancestry, place of birth, religion, national origin, age, sex, sexual orientation, gender identification, marital status, physical or intellectual disability, medical condition including genetic characteristics, weight, height, residence, individuals with children, political affiliation, union membership or activity, or any other consideration made unlawful by federal, state, or local laws.

The Employer and the Union agree that no employee should be subject to sexual, physical, or other harassment in the workplace and agree to take aggressive steps to investigate and remedy any reported incidents of harassment that may lead to a hostile work environment.

ARTICLE 3. PERSONNEL FILES

3.1 All records, forms, reports and other materials relating to an individual's employment or job performance shall be maintained by the Employer in a single

personnel file in the Administrative Office. A separate medical file will be under lock and key in the employer's Administrative Offices.

- 3.2 Personnel files shall be available at reasonable times for review by the employee, either with or without a Union Representative present, at the option of the employee. The employee shall have the right to a copy of any material contained in the personnel file at the agency's cost, through a written request to the Executive Director. Such right to copies at the agency's expense shall be exercised reasonably.
- 3.3 The employee shall have the right to have his or her written response to any document contained in the personnel file attached to the said document and such shall be considered a permanent part of the personnel file.
- 3.4 Upon termination of EBI employment, the Employer agrees to release only the length of the employees' service, job title and a general description of the job duties, unless the employee requests the release of additional information through a written request to the Executive Director.

3.5 REQUIRED DOCUMENTATION.

Employees shall provide current copies of required documents to the Employer upon hire and within thirty (30) days of their expiration and subsequent renewal during the term of their employment. The Employer shall give employees at least 30 days' notice prior to the expiration of required documents.

A. All employees:

- A picture ID, such as California ID or Passport;
- Verification that they are free of TB (within 30 days of hire and every 2 years thereafter); and
- Verification of First Aid and CPR certification (within 30 days of hire and every 2 years after). The Employer shall provide the training or shall pay any fees associated with obtaining the certification and shall pay time in training as work time for employees renewing their certification (excluding new employees).

B. Employees who drive on the job:

- A valid California driver's license;
- A copy of the employee's current auto insurance policy; and
- A DMV printout of the employee's driving record (at hire and if there is a suspension)

Employees not providing the necessary documentation within the timeline are

subject to temporary reassignment and/or the disciplinary process.

ARTICLE 4. UNION REPRESENTATION

4.1 UNION STEWARDS.

The Employer agrees to recognize a maximum of six (6) floating Union Stewards agency-wide for the purpose of conducting the Union's business. The Employer agrees that there will be no discrimination against authorized stewards because of their union activity. During working hours stewards will request permission from their immediate supervisor for the purpose of investigating and processing grievances, and such request shall not be unreasonably denied. The Employer agrees that reasonable work time will be allowed for such purposes. The Union shall notify the Employer promptly of the names of the currently designated Union Steward/alternates and any changes thereof.

4.2 FIELD REPRESENTATIVE.

Duly authorized representatives of the Union shall be permitted access to the Employer's facilities, not including client homes or clients' place of employment, at reasonable times for the purpose of conferring with management or observing conditions with reference to any dispute, grievance or other such matter involving the relations between the parties. They will sign in as any other visitor to the building. The Union Representative will notify the designated management representative in charge when entering the facility. In the event it is necessary to confer with management personnel, the Union representative shall make an appointment in advance. The representative, when discussing a grievance with a grievant shall be allowed to do so in private during an employee's non-work time and in a non-work area.

4.3 STAFF MEETINGS.

The Union Steward or Field Representative may request from the designated management representative in charge in advance the opportunity of utilizing up to fifteen (15) minutes at the end of regularly scheduled staff meeting for the purpose of making Union announcements and such request shall not be unreasonably denied. The Employer agrees that management representatives will allow the Union members attending to discuss Union matters privately.

4.4 NEW EMPLOYEES.

During the orientation of new bargaining unit employees, the Steward or Field Representative will be given the opportunity to inform the new employees about the Union Contract. Such introductory remarks will be limited to no more than

fifteen (15) minutes of the orientation period. A roster of new employees shall be provided to the union by the tenth (10th) of each month.

4.5 BULLETIN BOARDS.

The Employer shall provide space on a bulletin board for the purpose of posting Union notices in each facility where it will be seen by all bargaining unit employees. Additionally, the employer will provide a link from their website to the SEIU 1021 website.

4.6 UNION LEAVE.

Union Stewards shall be allowed necessary time off without pay to carry out the business of the Union. Time off to carry out the business of the Union shall not be in excess of ten (10) cumulative working days of which no more than three (3) consecutive days unless mutually agreed by both parties in the calendar year combined for the stewards. Requests for time off for this purpose shall be made by the Union in writing to the EAST BAY INNOVATIONS Executive Director at least two (2) weeks/fourteen (14) days in advance of the days requested.

ARTICLE 5. UNION MEMBERSHIP

5.1 All employees defined in Article 1 of the Collective Bargaining Agreement shall be required as a condition of employment to maintain their membership in the Union in good standing. Any person who is not a member of the Union shall make application to join the Union within thirty-one (31) days from their date of hire or date of this Agreement.

5.2 At the time a new employee who will be subject to the Agreement is hired, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent of the employees covered by the Agreement and quoting or paraphrasing the provision of this section of the Agreement.

5.3 Not less than every three (3) months, the Employer shall supply the Union with a list showing the name, mailing address, telephone number, email address, Social Security number, classification of work, and date of hire of any newly hired employees. At the same time the Employer shall supply the name of each employee who has terminated her or his employment or who otherwise left the bargaining unit. Upon request of the Union the Employer shall supply a current list of all employees covered by the Agreement.

5.4 Upon submission of the voluntarily-signed authorization by the employee, the Employer agrees to deduct Union dues, initiation fees, and donation to C.O.P.E. and remit the same as directed by the Union. The Employer and the Union shall

maintain standard forms for the handling and processing of such notices to employees and to the Union. The Union will indemnify and hold the Employer harmless against any claim which may be made by any person be reason of the operation of this Article including the costs, attorney fees, and other expenses of defending against such a claim.

ARTICLE 6. JOB DESCRIPTIONS AND DUTIES

The Employer agrees to make available to every employee a copy of his or her job description. The Employer agrees to notify any affected employee and the Union in writing at least two (2) weeks prior to the effective date of any substantial change in job description or duties. The employer and the Union will meet at the request of either party to discuss the proposed changes, including the appropriate pay rate for any classifications substantially modified by the proposed change. In the event that the parties fail to reach agreement on the proposed changes, the Employer may implement the change. The Union retains the right to file a grievance over the reasonableness of the proposed change, and an arbitrator in such an arbitration hearing may set an appropriate rate.

ARTICLE 7. SALARY ADMINISTRATION

7.1 PAYROLL.

A staff payroll calendar identifying all the pay days for the new year will be made available to staff via mail and e-mail by December 1st of the preceding year.

7.2 SALARY INCREASES.

Salary increases will normally be made, if the Employer's budget and finances allow, on the annual "salary anniversary", if the employee's duties have remained substantially unchanged. Salary increase will not be granted within twelve (12) months following the start of employment unless job duties have changed, or unless an across-the-board, cost-of-living increase is granted.

When an employee transfers to a new job classification, the employee's anniversary date will be changed to the date that the new assignment begins. When an employee is on any leave of absence, the employee's anniversary date will be adjusted in accordance with return to pay status following a leave of greater than twenty (20) consecutive working days.

7.3 PERFORMANCE EVALUATIONS.

A new employee shall be evaluated by the immediate supervisor not later than thirty (30) days following the expiration of six (6) months of employment.

An ongoing employee shall be evaluated by the immediate supervisor not later than thirty (30) days following his/her "salary anniversary date." Any salary increase will be retroactive to anniversary date.

7.4 PROMOTION.

Promotion is defined as movement from one classification to a higher paid classification.

- A. When current wage is above stated starting wage, the promoted employee shall receive a five (5%) percent increase to their current wage.
- B. If the Employer determines during the probationary period that the employee is not able to satisfactorily perform the job duties, the Employer will return the employee to the first available equivalent position the employee held formerly. The employee's wages will revert back to the wage paid in the position the employee held formerly.

ARTICLE 8. HOURS OF WORK

8.1 NORMAL WORKDAY AND WORKWEEK.

The normal work day shall be seven and a half (7.5) hours or more (no more than 8 hours without overtime) and the normal work week shall be thirty-seven and one half (37.5) or more (no more than 40 hours without overtime) hours per week as per job posting. Non-exempt job classifications currently scheduled at thirty-seven and one half (37.5) hours per week will not be increased without additional compensation and mutual agreement between the Employer, the employee and the Union business representative, except that job assignments which are increased for reasons outside the control of the Employer may be increased without mutual consent.

Industrial Welfare Commission Wage Order 15 exempts workers who provide attendant support from overtime pay regulations. Supported Living and Community Day Supports employees are thereby exempted from section 8.1 of this Agreement.

8.2. WORK BREAKS AND MEAL PERIODS.

In ILS, two (2) fifteen (15) minute rest periods shall be provided to each employee during a normal day's work. Employees shall be provided with at least a thirty (30) minute meal period during a normal day's work. The meal period

shall normally be unpaid. Employees shall not be required to remain on the Employer's premises during their lunch break.

Employees shall take their work breaks and meal periods when scheduled, unless otherwise directed by their supervisor, or because of a valid reason which makes it impractical to take a work break or meal period at the scheduled time.

Exceptions from a schedule should be reported to the immediate supervisor as soon as possible in order that work break or the meal period can be rescheduled. If it is impractical to reschedule the work break or meal period, the employee shall be paid at the overtime rate if eligible under the provisions of this Agreement.

Industrial Welfare Commission Wage Order 15 exempts workers who provide attendant support from regulations regarding breaks and meal periods. Supported Living and Community Day Supports employees are thereby exempted from section 8.2 of this Agreement.

8.3 OVERTIME.

The Employer shall pay time and one-half for all work performed by non-exempt employees in excess of the eight (8) hours per day or forty (40) hours per week. In the event that scheduled overtime work becomes necessary, it shall be scheduled in accordance with client need (provided that employee(s) have the necessary skills to complete the overtime work made necessary for the completion of an employee's regular assignment). Except in an emergency, all overtime must have the prior approval of the primary supervisor or the primary supervisor's supervisor.

Industrial Welfare Commission Wage Order 15 exempts workers who provide attendant support from overtime pay regulations. Supported Living and Community Day Supports employees are thereby exempted from section 8.3 of this Agreement.

8.4 WORK SCHEDULE.

A. DEFINITIONS.

Schedule change: An ongoing sudden change of the availability of the consumer receiving services so that the staff person must change their work schedule to accommodate the consumer's availability to receive services. In the event that a permanent schedule change is necessary, the Employer shall maintain the employee's full-time or part-time benefit status even if their hours fall below the benefit levels for a period of sixty (60) days as long as the employee is actively seeking replacement hours and making themselves available to interview with new clients and to train with new clients.

No-Show: A one-visit occurrence where the person served does not appear at a scheduled time to receive support and the employee has less than twelve (12) hours advance notice.

Because each of the services the Employer provides vary in nature and purpose, it is necessary to define the policies for each of the programs separately.

B. SUPPORTED LIVING.

Schedule Change:

The Employer shall not permanently change the shift or schedule of any employee or group of employees without informing the affected Employee(s) of the proposed change at least 2 weeks in advance, unless an immediate performance matter necessitates the staff person's immediate removal.

No-show:

In the event of a client no-show, employees are expected to notify the Emergency cell phone immediately.

Staff will be paid for the lost hours, reassigned to work with another client for the same amount of hours, or asked to report to the office to assist with other work. Staff denying reassignment options will not be paid.

C. INDEPENDENT LIVING.

Schedule Change:

The Employer and employee agree, as a condition of employment, that the employee will leave open a 9am to 7pm window within which they may be expected to work. It is not always possible to give advance notice of schedule changes however the Employer will make every effort to do so. If the schedule change can be accommodated within the 9am to 7pm window but the employee has other commitments, the employee will have forty-eight (48) hours to make themselves available to work with the client or may lose the hours. If the employee cannot accommodate the schedule change and lose the hours the Employer is not obligated to reassign the employee to replace the hours.

No-shows:

If a client is a no-show, the employee should contact their supervisor to

discuss other clients on their caseload who could be seen or to do regularly assigned paperwork or other ideas for reassignment. The employee must be engaged in one of these activities to be paid.

D. EMPLOYMENT SERVICES.

Schedule Change:

The Employer and employee agree, as a condition of employment, that the employee will be required to work outside their regularly scheduled hours at times when a client they serve is scheduled to work at these times and needs support. It is not always possible to give advance notice of schedule changes; however the Employer will make every effort to do so. For example, when a client is hired by an employer it is common for the client to start the job with just 24 hour notice. If the schedule change occurs that requires the Employee to work outside their regular schedule, and the Employee has other commitments, the Employee may request 48 hours to make his or herself available to work with the client. If the Employee cannot accommodate the schedule change and subsequently loses hours the Employer is not obligated to reassign the Employee to replace the hours.

No-shows:

If a client is a no-show, the Employee can either call other clients on his or her caseload and try to schedule support with other clients to make up the no-show hours, or choose to do their regularly assigned service plans, or call their supervisor for other ideas or reassignment. The Employee must be engaged in one of these activities to be paid.

8.5 VOLUNTARY SCHEDULE REDUCTION.

Employees wishing to permanently reduce the amount of scheduled hours worked must communicate their intent to do so in writing to the program director with a minimum of 30 days' notice.

Every effort will be made to accommodate the Employee's request sooner than thirty (30) days if at all possible. Factors in accommodating a schedule reduction request sooner than 30 days will be based on the agencies' ability to fill the hours/shifts with qualified replacements without incurring overtime costs and respecting client choice.

When an employee requests a permanent reduction in their scheduled hours to a level below benefit eligibility their benefits will end on the first day of the month immediately following the reduction.

8.6 DAYS OFF.

No employee shall be required to work on his or her regularly scheduled day off. An employee who agrees to work on a day on which the employee had been scheduled off will not be deprived of the opportunity of working his or her regular scheduled days that week, with overtime pay if due under the overtime provisions of this Agreement. The foregoing shall not apply where the employee voluntarily trades his or her days off with another employee.

Industrial Welfare Commission Wage Order 15 exempts workers who provide attendant support from overtime pay regulations. Supported Living employees are thereby exempted from the overtime provisions of this Agreement.

8.7 IHSS REQUIREMENT.

Employees assigned to provide supported living services may be required to work hours under In-Home Supportive Services (IHSS) and receive pay from IHSS. An employee's pay and benefits from the Employer will not be impacted if they receive IHSS funding.

8.8 E-MAIL AND TELEPHONE CALLS.

Work related to e-mails, telephone calls, and paperwork (e.g., time sheets, case notes, etc.) shall be conducted during paid work time. The Employer shall work collaboratively with each employee to determine how to accomplish this within their regular work schedule, if possible. Additional time for this purpose beyond the employee's existing regular schedule must be approved in advance. This may be on an as-needed or on-going basis. Approval for an on-going adjustment to an employee's work schedule shall be re-evaluated as appropriate if conditions change.

In the event of e-mail or phone calls answered outside the employee's regular work hours, any work beyond the employee's regular schedule shall be reported to the employee's supervisor immediately. The Employer shall endeavor to inform all EBI staff that such emails, if they require immediate attention, must indicate that in their subject lines and that such telephone calls should likewise be urgent and require an immediate answer.

8.9 DRIVE TIME BETWEEN SHIFTS.

Employees are provided a two-hour grace period between shifts, allowing them to be paid for drive time between shifts when the end and start time between shifts is no more than two (2) hours.

ARTICLE 9. SENIORITY

9.1 SENIORITY DEFINED.

Seniority is defined as continuous employment with East Bay Innovations regardless of job classification or department measured by time spent on the payroll as a regular employee and not as a temporary or casual employee. The length of service shall be broken if such employees:

- A. Quit his or her employment;
- B. Is discharged for just cause;
- C. Is laid off and not recalled for a period of one year;
- D. Fail to respond within one (1) week to a request to return from layoff, and fail to return to work at the end of one (1) additional week's time.
- E. Retirement

9.2 BARGAINING UNIT LISTS.

Seniority Lists shall be kept at the primary facility and shall be available for review to any employee upon request. The Employer will provide the Union with an updated seniority list quarterly. The list shall include the name, address, zip code, classification, and date of hire. The Employer shall provide the Union with a monthly list of new hires, terminated employees and the employees on leave of absence.

9.3 PROBATIONARY PERIOD.

A new employee hired in a regular full-time or regular part-time capacity shall be on probation with the Employer during the first one hundred eighty (180) calendar days of employment. Upon completion of the probationary period, the seniority of employees shall be computed from date of hire as a regular employee. A probationary employee may be terminated at will during the probationary period without recourse to the grievance procedure.

The probationary period shall be extended by the same number of days that an employee is on unpaid leave during their probationary period.

During the probationary period, employees shall be evaluated regularly using factors clearly related to the job, such as general suitability for the position based upon work-related behaviors and characteristics. Employees will be informed at time of hire about the evaluation criteria in order to facilitate job performance. Deficiencies needing improvement shall be stated in writing.

ARTICLE 10. DISCIPLINE

10.1 JUST CAUSE.

The Employer shall not discharge, suspend, or take any disciplinary action against employees who have completed their probationary period, except for just cause. Before taking any disciplinary action, the Employer will investigate thoroughly the alleged employee misconduct.

The Employer shall follow the principle of progressive discipline, using the least severe action that is necessary to correct the situation

The severity of the action increases only when an employee fails to correct a problem or commits repeated offenses of a similar nature after being given a reasonable opportunity to do so.

Certain serious offenses may call for immediate suspension or discharge without regard to the progressive system (e.g., theft, violent behavior).

Progressive discipline typically follows this course:

- 1st Issue: a verbal warning, documented in writing.
- 2nd Issue: whether it be the same or similar, a written warning may be given.
- 3rd Issue: whether it be the same or different issue, an unpaid suspension may be given. If a suspension of the employee would have negative impacts on client/clients then, in lieu of a suspension, a final written warning will be given. This written notification will state that it is given in lieu of a suspension.

10.2 DISCIPLINARY REPRESENTATION.

The employee shall have the right to request the presence of a Union Steward or alternate at any meeting out of which disciplinary action against the employee may result. No employee shall be disciplined as a result of such a meeting where the employee was denied the presence of a Union Steward.

10.3 OUTDATED DISCIPLINARY ACTIONS.

Upon request, the Employer will remove warnings and suspension notices from employees' personnel files after eighteen (18) months from the date of the notices unless there is a repetition of the same category of offense which provided resulted in the original disciplinary action. Documentation of serious offenses such as verbal or physical abuse of staff or clients, endangering of staff or clients, embezzlement or misuse of client or agency funds, or alcohol or drug abuse affecting their work will not be removed from the personnel files. Materials

that are removed from the personnel files will be maintained by the Employer in a closed file for the purpose of arbitration, litigation, defense of any claims, threatened litigation, responding to court orders or subpoena.

10.4 Discharges of non-probationary employees and suspensions (including Final Written Warnings given in lieu of suspension) may be grieved as per Article 10 of this Agreement. Verbal and written warnings are not grievable but when the employee disagrees with a warning they are encouraged to submit a written rebuttal that will be attached to the warning in their personnel file. Such rebuttals must be submitted within thirty (30) days of the date of the written warning.

ARTICLE 11. GRIEVANCE AND RESOLUTION PROCEDURES:

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

11.1 STEP ONE.

All grievances concerning contract interpretation or alleged contract violation, the employee or "grievant" may contact any Steward or the Field Representative for representation. A written statement of the grievance, contract provision violated and proposed remedy shall be submitted to the Executive Director and/or her/his designee within fifteen (15) business days from the time the problem or violation has occurred or has been known to occurred. The Field Representative or Steward and the Executive Director or her/his designee shall make every effort possible to hold a Step One Grievance Meeting within thirty (30) business days from the date of receipt of the grievance in order to reach a mutual resolution.

11.2 STEP TWO.

If the grievance is not satisfactorily settled at Step One, it shall be reduced to writing by the employee or his/her representative and submitted to the second level supervisor and the Executive Director. Such written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the section(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signature of the grievant, Steward, or the Field Representative. In order to be valid, the grievance must be submitted within fifteen (15) working days of the date on which Step 1 was concluded. At the request of either party, a meeting may be held to investigate and attempt to resolve the grievance. A written response shall be made by the Employer within fifteen (15) working days of receipt of written grievance.

11.3 STEP THREE.

If the grievance is not satisfactorily resolved by the parties at Step Two, the Charging party or the Union may request for Mediation within thirty (30) business days from the

date the parties reached impasse. The parties agree to utilize the Federal Mediation and Conciliation Service (FMCS) to act as impartial third party mediator. The recommendation or opinion of the mediator shall not be binding.

11.4 STEP FOUR.

If the grievance remains unresolved at Step 3, the Union may advance the matter to final and binding arbitration with fifteen (15) business days from the date of the last mediation hearing. The parties shall select a list of arbitrators supplies by the Federal Mediation and Conciliation Service by such method as the parties may jointly agree, or if they are unable to agree upon a method, then the methods of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the Employer shall then strike the first name objectionable to it. The final name on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The decision of the arbitrator shall be within the scope of the Agreement and shall be in writing.

The Employer and the Union shall divide equally the arbitrator's fee, the cost of any hearing room, and the cost of a shorthand reporter if requested by an arbitrator. All other expenses shall be paid by the party incurring them. If a transcript is taken at the arbitration hearing, it is understood that said transcript will constitute the official record of the hearing. The party or parties requesting the transcript shall incur the cost of the transcript. Neither party shall be required to purchase a copy of the transcript.

The time limits specified herein shall be jurisdictional unless waived by written mutual agreement of the parties. The Union shall have sole authority to determine whether a grievance shall be submitted to arbitration, and any such decision or settlement of the grievance between the Union and Employer shall be binding on all parties.

No more than one (1) grievance can be heard before an arbitrator at any hearing date without the expressed mutual written agreement of the Union and Employer.

ARTICLE 12. LABOR MANAGEMENT RELATIONS COMMITTEE

The Employer and the Union recognize that the holding of periodic meetings for the exchange of views and information may contribute to the effectiveness of the labor-management relationship. Therefore, the parties shall establish a Labor Management Relations Committee, in accordance with the provisions of this Agreement for the purpose of discussing all matters of interest or concern in the area of personnel policies and practices and matters affecting working conditions, including but not limited to staff training and mentoring.

The Labor Management Relations Committee shall meet as requested by either party, but the parties shall not meet less than quarterly at EBI, or other mutually agreed location. At least forty-eight (48) hours prior to the scheduled date of the meeting, the parties will exchange agenda items. Union representatives will receive release time with pay to attend such meetings.

EBI and the Union shall be entitled to the following equal membership on the Labor Management Relations Committee:

- A. Up to four (4) representatives from the Union, and
- B. Up to four (4) representatives from Management shall comprise the committee.

The Employer and the Union shall be entitled to bring necessary consultants and Union representatives to attend Committee meetings.

Meetings will be held during normal working hours at a time mutually agreed upon by the Employer and the Union.

ARTICLE 13. HOLIDAYS

13.1 Regular full-time or part-time employees who work on the holidays below will be paid at one-and-a-half (1.5) times the regular rate of pay for all hours except overnight hours. Employees scheduled to work on the holidays below, but who do not work, shall receive straight time for all hours he/she is regularly scheduled to work. Part-time employees who are not scheduled to work on the day the holiday falls will not be paid for the holiday.

New Year's Day	(January 1)
Martin Luther King Day	(3 rd Monday in January)
President's Day	(3 rd Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(4 th of July)
Labor Day	(1 st Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(4th Thursday of November)
Day after Thanksgiving	
Christmas Day	(December 25)

13.2 PROGRAMS ON MONDAY THRU FRIDAY WORK SCHEDULES.

These programs include Independent Living Services, California Community Transition, Community Day Supports, Project Search, AFFINITY, and Administration.

- A. In the event a holiday falls on Saturday, the preceding Friday shall be observed as a holiday.

- B. In the event a holiday falls on Sunday, the following Monday shall be observed as a holiday.

13.3 PROGRAMS ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY.

These programs include Supported Living Services and Employment Services (except for Project Search).

Employees working in programs that operate on schedules other than Monday through Friday and who are regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid to employees in this category for work on the Friday preceding a Saturday holiday or on the Monday following a Sunday holiday.

If the provisions of this section deprive a full-time employee of the same number of holidays that a full-time employee receives who works a Monday through Friday schedule, s/he shall be paid for additional days at straight pay equal to such number of holidays. In no event shall the provisions of this section result in such employee receiving more or fewer holidays than an employee on a Monday through Friday work schedule.

13.4 A holiday calendar will be issued by October 1 that shows the date each holiday will be observed in the following year.

13.5 Holidays are to be considered as time worked in the computation of overtime. Because Supported Living staff duties are covered under Industrial Welfare Commission Wage Order 15 which exempts workers who provide attendant support from overtime pay regulations, they are exempted from this overtime computation.

13.6 MANDATORY CLOSURE DAYS.

The California Department of Developmental Services issues directives concerning mandatory holiday closures for each fiscal year. Regional Centers are prohibited from paying for certain services on these holiday closure dates. These currently affect employees in the Community Day Support Program and Project Search.

Some of these mandatory holiday closures may not be included in the list of holidays in section 13.1 above. On those days, affected employees may use accrued vacation time or take the day off without pay without affecting their benefit eligibility.

ARTICLE 14. VACATION

14.1 VACATION ACCRUAL AND CAPS.

Full-time regular employees may accumulate up to a maximum number of vacation hours ("a vacation cap"). The cap for vacation hours changes as employees' tenure with the agency increases. No further vacation hours may be accumulated once an employee reached their vacation leave cap, and further vacation time may be accumulated only after the employee has used a portion of the accumulated vacation hours ("use-or-lose").

A. All regular full-time employees working 37.5 or more hours per week become eligible to accrue vacation hours with pay as per the table below after 120 calendar days at full time.

In the Supported Living program every eight (8) hours paid as overnight support is counted as three (3) hours towards eligibility for vacation accrual. Time on-call carrying the e-cell for a one-day (24-hour) shift is counted as 7.5 hours toward eligibility and a full weekend shift is counted as 15 hours towards eligibility.

Full-Time Regular Employee Vacation Accrual and Caps				
Accrual Eligibility Anniversary	Months Eligible for Accrual (at Full-Time)	Hours Accrued per Pay Period	Days Accrued per year (based on 7.5 hour day)	Cap (hours)
0	0-12	3.13	10	150
1	13-24	3.91	12.5	150
2	25-36	4.69	15	150
3	37-48	5.47	17.5	183
4	49-60	6.25	20	223.25
5	61-72	7.03	22.5	272.37
6	73-84	7.82	25	332.29
7	85-96	8.6	27.5	405.4
8	97 and up	9.3	30	494.59

B. New employees who are eligible begin accruing vacation hours the first day of the pay period following 120 calendar days of employment. The date on which vacation hour accrual begins shall be delayed by the same

number of calendar days that a new employee is on unpaid leave during that initial period.

- C. Existing employees who have been employed more than 120 days and become eligible as per section 1.5 will begin accruing vacation hours on the first day of the pay period that they become eligible. Their rate of accrual will be based on the length of time they have been full-time as per the table above.
- D. An employee's anniversary date for vacation hour accrual shall be based on their date of eligibility as defined in this section.
- E. Employees normally stop accruing vacation hours sixty (60) days after their hours fall below the necessary number of hours. The sixty (60) day period begins on the first day of the pay period immediately following the reduction in the employee's schedule.

The exception to this is when an employee requests a permanent reduction in their scheduled hours to a level below benefit eligibility, in which case their vacation accrual will end on the first day of the month immediately following the reduction.

- F. Employees who stop accruing vacation hours and then become eligible to accrue vacation hours again should notify Human Resources to re-start vacation hour accrual as per "C" above.
- G. Employees who are discharged or resign shall be entitled to payment for all accrued vacation hours.

14.2 HOLIDAY DURING VACATION.

If a recognized holiday, as set forth in this Agreement, occurs during an employee's vacation pay period, that day shall be counted as a paid holiday and the day shall not be charged as a vacation day.

14.3 VACATION CASH OUT.

Employees can request vacation hours they have accrued to be "cashed out". The request to cash out hours must be made in writing and submitted to the employee's supervisor at least five (5) week days prior to the next payday. Requests to cash out vacation hours can be made three (3) times per year for no more that forty (40) hours at a time. The Executive Director may deny vacation cash out requests, based on the cash flow needs of the Employer. Requests will be honored on a first come first serve basis. Employees must have already accrued the number of hours of vacation they are requesting to cash out. Employees may not cash out vacation hours in advance of accruing those hours.

14.4 VACATION REQUESTS.

East Bay Innovations will attempt to grant all employees' vacations at the time they desire to take them it. However, East Bay Innovations must maintain adequate consumer staffing at all times. Therefore, vacations must be scheduled in advance and with prior written approval. East Bay Innovations shall determine the number of employees within each department that may be on vacation at any given time and time off requests will be approved based on the ability of the agency to maintain consumer quality of support and staffing.

- A. Vacation requests must be made in writing (which includes e-mail) to the employee's immediate supervisor. Employees in Supported Living shall submit their requests to the SLS email address.
- B. Time Off Request Deadlines:
 - 1. Requests for vacations during January — March are due by November 1st.
 - 2. Requests for vacations during April — June are due by February 1st.
 - 3. Requests for vacations during July — September are due by May 1st.
 - 4. Requests for vacations during October — December are due by August 1st.
- C. Vacation requests submitted by the deadlines shall be approved or denied within 30 calendar days after the deadline date. Where conflicts develop, they will be resolved as fairly as possible. Preference will be given to the more senior employee or the employee who can demonstrate the greater need for vacation at the conflicting time due to an important life event.
- D. Employees may request vacation time off at any time after the deadline. However, such requests shall not take precedence over or conflict with any vacation requests submitted or approved based on the deadlines above.
- E. All vacation requests received after deadline dates will be approved on a "first come, first served basis" regardless of seniority and subject to the ability of the agency to maintain consumer-staffing levels and conduct its business.
- F. Employees who want to modify or change their approved vacation after approval has been granted may do so as long as it does not take precedence over, or conflict with any other time off requests already approved, regardless of seniority. Employees must submit a request for

any additional days that fall outside an already-approved request.

- G. Vacation requests for major life events in advance of the deadline date may be submitted to the employee's immediate supervisor. Such requests will be considered as fairly as possible, including such factors as the need for advanced planning or reservations,

14.5 PEAK HOLIDAYS.

New Year
Memorial Day
Independence Day
Labor Day
Thanksgiving
Christmas

A Peak Holiday period is defined as the Saturday prior to the Holiday through the Sunday following the Holiday.

Time off requests for Peak Holiday periods must be submitted by the appropriate time off request deadline and will be approved based on rotating seniority so all staff eventually have the opportunity to take time off during peak holiday time and major holidays. Due to the nature of the services EBI provides, not all staff may be able to have every holiday off, or the same holiday off consecutively.

Approval of requests for time off during Peak Holiday periods may therefore be capped at one each year per employee.

The basis for granting time off during Peak Holiday periods will be as follows:

1. Ability of the Employer to maintain appropriate consumer staffing levels
2. Rotating Seniority (employees over 1 year with one year rotation starting with Thanksgiving.)
3. Number of time off requests approved for "Peak Holiday" periods.

ARTICLE 15. SICK LEAVE.

15.1 All regular full-time employees working 37.5 or more hours per week shall accrue 7.5 hours per month sick leave with pay for each calendar month of employment. The maximum or cap of sick leave hours that may be accrued is three hundred (300) hours.

In the Supported Living program, every eight (8) hours paid as overnight support is counted as three (3) hours towards eligibility for sick leave. Time on-call carrying the e-cell for a one-day (24-hour) shift is counted as 7.5 hours toward eligibility and a full weekend shift is counted as 15 hours towards eligibility.

15.2 New employees begin accruing sick leave the first day of the pay period following one hundred and twenty (120) calendar days of employment. The date on which sick leave accrual begins shall be delayed by the same number of calendar days that a new employee is on unpaid leave during that initial period.

15.3 Existing employees who have been employed more than one hundred and twenty (120) days and become eligible will begin sick leave accrual on the first day of the pay period that they become eligible.

15.4 Employees normally stop accruing vacation hours sixty (60) days after their hours fall below the necessary number of hours. The sixty (60) day period begins on the first day of the pay period immediately following the reduction in the employee's schedule.

The exception to this is when an employee requests a permanent reduction in their scheduled hours to a level below benefit eligibility, in which case their vacation accrual will end on the first day of the month immediately following the reduction.

15.5 Employees who stop accruing sick leave hours and then become eligible to accrue sick leave hours again should notify Human Resources to re-start sick leave accrual as per 15.3 above.

15.6 Sick leave will be granted because of illness or injury of the employee or the employee's immediate family (father, mother, child, spouse or significant other/domestic partner) when the employee's presence is required. After an employee has been absent for four (4) or more consecutive work days, the Employer may require certification from a licensed healthcare professional as to an employee's fitness to return to work if the employee was notified previously to returning to work that such certification will be required

15.7 Requests for a temporary or permanent accommodation must be submitted to the Employer prior to the employee returning to work. Such requests must be certified by a licensed healthcare professional. Requests must include specifics about what job duties or tasks are affected and what accommodation(s) are needed.

15.8 Employees may use sick leave for medical appointments only when they are unable to schedule the appointments during non-work hours. The amount of sick leave used for medical appointments shall be limited to what is necessary for the

appointment and associated travel to and from the appointment unless prior approval is given. Such approval shall not be unreasonably denied.

15.9 The Employer may not require an employee to submit a certificate as proof of illness or medical appointment when the employee's absence from work is for a period of less than four (4) consecutive work days, provided, however, that the Employer may require the employee to submit a certificate as proof of illness based upon an evaluation of the employee's attendance record. In these cases, the employee must be notified in writing (which may include e-mail), in advance, that such certification will be required for absences of less than four (4) days.

15.10 COORDINATION OF BENEFITS.

The payment of sick leave shall not affect or limit an employee's right to the full weekly disability benefits to which he or she may be entitled under the California Unemployment Compensation Act. In cases where an employee is eligible to receive disability benefit payments, the employee shall receive his/her full disability benefit payment plus such portion of his/her earned sick leave pay that shall aggregate to an amount equal to but not exceeding the employee's regular rate of pay. In cases of industrial injury entitling an employee to Workers' Compensation Insurance payments, the same method of integration with sick leave shall apply.

ARTICLE 16. PART-TIME EMPLOYEES' UNPAID TIME OFF AVAILABILITY

Part-time employees who do not accrue paid vacation time can still request time off without pay. Because of the limitations in the Employer's ability to provide fill-in or back-up coverage for part time employees, the amount of unpaid time off the Employer can approve is limited. The table below indicates the amount of unpaid time off that part-time employees accrue per pay period. Vacation time requests must follow the vacation request schedule for full time employees as described in section 12.2 above. Sick time off follows the full time employee sick leave policy as described in section 12.3 above.

Part-Time Employee Unpaid Vacation time off			
Months Employed Part-Time at EBI	Working 10-20 hours per week: Hours Accrued per Pay Period	Working 21-30 hours per week: Hours Accrued per Pay Period	Working 31- 37.4 hours per week: Hours Accrued per Pay Period
0-12	1.57	2.35	3.13
13-24	1.96	2.93	3.91

25-36	2.35	3.51	4.69
37-48	2.74	4.10	5.47
49-60	3.13	4.69	6.25
61-72	3.52	5.27	7.03
73-84	3.91	5.87	7.82
85-96	4.3	6.45	8.6
97 and up	4.65	6.98	9.3
Unpaid Sick Leave			
	1.88	2.81	3.75

Hours are accrued per pay period and can be accumulated.

For individuals who wish to take a leave in excess of the time accrued in accordance with the table above, please refer to East Bay Innovations leave of absence policy.

ARTICLE 17. PROFESSIONAL DEVELOPMENT.

Professional Development is defined as endeavors which will improve job performance and be of mutual benefit to East Bay Innovations and the employee.

17.1 WORKSHOPS, CONFERENCE, AND SPECIAL TRAINING.

The Employer recognizes that workshops, conferences, and special training provide employees with an opportunity for the exchange of ideas and information which enhances the individual's capabilities and professional skills. All employees regularly scheduled to work twenty (20) or more hours per week may, with prior approval of the Service Director and availability of funds and availability of substitute staff, attend professional conferences, workshops and training sessions up to three (3) 8-hour days per year without loss of pay (educational leave). Expenses incidental to attendance at such functions shall be paid by the Employer, if prior approval is obtained.

17.2 IN-SERVICE TRAINING.

The Employer recognizes that training programs during working hours to keep employees informed on developments in their work areas and further improvement of job skills are an important component of professional development.

Employees serving supported living consumers may be supporting consumers with complex health issues. For these employees the Employer will make every effort to provide comprehensive staff training on medication management and other individual health protocols relevant to the consumer receiving support. Such training will include:

- For new employees, or at the request of current employees, College of Direct Support online courses on medication management and supporting individual health needs.
- Detailed, written health and medication protocols that are reviewed with new employees by either their supervisor or an assigned experienced staff person.

At any time, employees may request that their supervisor assign them lessons from the College of Direct Support (CDS) to facilitate their own professional development. The Employer will maintain a record of completed CDS lessons in the employee's personnel file.

17.3 CONTINUING EDUCATION.

The Employer also encourages employees to attend outside classes that will lead to a degree or certificate related to their job. When possible, accommodations in work schedule will be made for employees who wish to attend classes. An employee will provide a request forty-five (45) days in advance of the start date of requested class to their Administrative Supervisor. Employees may apply to attend work-related classes during their normal work hours subsequent to the approval of the Employer. The decision to allow an employee to attend classes during work hours will be made on a case-by-case basis by the Service Director.

17.4 CROSS-TRAINING.

Either by request of the employee or as directed by the Employer, the Employer will facilitate employees training with clients other than the client(s) to whom the employee currently provides services. The goal of cross-training is to increase the pool of employees available to provide backup and to enable employees to work additional hours on a temporary basis.

ARTICLE 18. MILITARY LEAVE

Employees will be granted leave without pay to perform military service pursuant to state and federal law.

ARTICLE 19. MEDICAL LEAVE

- 19.1 Upon presentation of a licensed health care provider's statement certifying the need for leave, the Employer may, at the discretion of the Executive Director or Human Resource Director, grant Medical Leave without pay to employees who have completed their probationary period and who have exhausted their CFRA/FMLA/PDL Leave. Medical Leave shall not be for more than three (3) months. Medical Leave may be extended to nine (9) months at the discretion of the Executive Director or Human Resource Director. The employee's anniversary date shall be adjusted in accordance with their return to pay status following the leave.
- 19.2 The Employer will continue to offer to the employee medical/dental insurance coverage at the employee's expense. During leave time employees will not accrue additional sick and vacation time.
- 19.3 The Employer shall make every effort to place employees returning from Medical Leave into the first available equivalent position.

ARTICLE 20. CFRA / FMLA LEAVE

20.1 If an employee has worked with the Agency at least 1,250 hours in the 12-month period before the date the leave begins and presents a doctor's statement verifying the need for leave, the Employer shall grant leave as provided by law under the California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA) without pay to employees. Leave under CFRA/FMLA shall not be for more than 12 weeks in a 12-month period measured from the date an employee's first CFRA/FMLA leave begins. It does not need to be taken in one continuous period of time (except as noted in **20.6** below).

20.2 CFRA/FMLA Leave shall be granted for:

- a. birth of a child for purposes of bonding;
- b. placement of a child in the employee's family for adoption or foster care;
- c. the serious health condition of the employee's child, parent, spouse, or registered domestic partner; or
- d. the employee's own serious health condition.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either in-patient care or continuing treatment or supervision by a health care provider.

20.3 The Employer shall continue employee medical/dental insurance coverage during CFRA/FMLA Leave.

- 20.4 Employees may use accrued sick leave or vacation leave during their CFRA/FMLA Leave. During leave time the employee will not accrue additional sick and vacation time. Employees accrue seniority during CFRA/FMLA Leave.
- 20.5 An employee shall provide at least 30 days' advance notice before CFRA/FMLA leave is to begin, if the need for the leave is foreseeable, to make the Employer aware of the employee's need for CFRA/FMLA leave. The notice shall state the reason for the leave and its anticipated timing and duration. If 30 days' notice is not feasible, notice must be given as soon as the need for leave is known by the employee.
- 20.6 The basic minimum duration of a CFRA leave for the birth, adoption, or foster care placement of a child is two weeks. However, the Employer may grant a request for a CFRA leave of less than two weeks duration on any two occasions. CFRA leave taken for the birth, adoption, or foster care placement of a child must be completed within one year of the qualifying event. These conditions do not apply when the leave is due to the serious health condition of the employee's child.
- 20.7 Upon return from CFRA/FMLA Leave, the employee shall be placed into a comparable position.

ARTICLE 21. PERSONAL LEAVE OF ABSENCE

- 21.1 A personal leave of absence is defined as an unpaid absence from work for a period of not more than three (3) months for personal reasons. Request for a personal leave of absence shall be in writing and may be approved at the discretion of the Employer, provided that approval for such leaves of absence shall not be unreasonably denied. Employee's anniversary date shall be adjusted in accordance with return to pay status following the leave.
- 21.2 An employee becomes eligible for a personal leave of absence after he or she has completed one year of employment.
- 21.3 Employees returning from personal leaves of absence Employees must be available to return to work on the date specified in the request for leave, unless an exception is approved by the Executive Director.
- 21.4 The Employer will continue to offer to the employee medical and dental coverage if applicable for the period of leave at the employee's expense.
- 21.5 The employer agrees that it shall abide by all provisions of the California Family Leave Act.

ARTICLE 22. JURY DUTY LEAVE

22.1 An employee who is called for jury duty shall be excused from work.

22.2 The employee is to furnish his or her supervisor with a copy of the jury summons prior to the time such duty is scheduled.

22.3 The employer will pay the employee their normal compensation for up to ten (10) days of jury duty.

22.4 The employee will provide proof of the time they are at jury duty.

ARTICLE 23. COMPASSIONATE AND BEREAVEMENT LEAVE

Employees shall be entitled to a period of paid compassionate leave in the event of the death or life threatening illness of a member of the employee's immediate family (father, mother, child, spouse, sibling, father-in-law, mother-in-law, grandparents or significant other/domestic partner). The request for leave must be submitted to the Program Director for approval. Such leave shall not exceed five (5) consecutive work days within a seven (7) calendar day period unless otherwise approved by the Human Resources Director.

ARTICLE 24. CATASTROPHIC LEAVE REQUEST

If an employee exhausts all of their sick time due to a catastrophic illness they may request from the Executive Director to institute the donation of accrued sick leave. This will allow other employees to anonymously donate a maximum of three (3) days of their sick leave days to this employee. Such requests may be made by a co-worker.

ARTICLE 25. SEPARATION I REHIRING

25.1 SEPARATION.

A regular employee desiring to resign should give at least two (2) weeks' written notice of intention to resign. Regular employees who separate from employment are eligible for a cash payment of all accrued vacation in accordance with this Agreement. If an employee is terminated during probation, the final pay settlement will reflect earned vacation credit.

25.2 REHIRING.

If an employee is rehired within twelve (12) months of the date of the employee's separation and they had passed their probationary period, the employee will be rehired at the same wage they were earning when the employee was separated. There will be no probationary period, health/dental/vision benefits would begin on the first of the month following the date of rehire, and annual leave accrual rate would be at the same rate as when the employee separated. If an employee is rehired after 12 months have elapsed from the date of the employee's separation, the employee will be considered as if they were a new employee.

25.3 ABANDONMENT OF POSITION.

An employee shall be considered to have resigned and will be removed from the payroll when the employee

- a. is absent for three (3) days without notifying the Employer; or
- b. does not return or contact the Employer within fifteen (15) days of the end of an approved leave of absence; or
- c. is not on an approved leave of absence, has two (2) consecutive pay periods of inactive work status, and is not actively seeking or open to potential work hours.

ARTICLE 26. LAYOFF AND RECALL

26.1 Layoff is the elimination or reduction in hours of positions due to a lack of funds or work tied to a program or project, not an individual consumer. In the event the Employer finds it necessary to lay off employees, it shall notify the Union and the employee as soon as practicable, but at least two (2) weeks in advance of its intentions, unless the Employer can establish that it could not reasonably provide such notice.

A regular employee who is laid off from his or her position and is unable to secure another position with the Agency shall be entitled to a cash payment equivalent to two (2) weeks' pay at the employee's normal straight-time rate of pay.

Layoffs in any classification shall be carried out in inverse order of East Bay Innovations seniority with the least senior employee in the classification in which the layoff occurs being the first laid off.

If it is anticipated that more than three (3) bargaining unit employees will be laid off within a fiscal year, the parties will meet to discuss appropriate and available compensation to the affected staff and to explore alternatives.

RECALL. Employees who have been laid off are eligible for recall to the same classification for a period of one year. Recalls from layoff shall be in reverse order of seniority (most senior first). Employees recalled from layoff will be credited with all previously accrued sick leave at time of reinstatement.

Employees on layoff status will be notified of all of East Bay Innovations job openings in classifications other than the one they occupied by e-mail for a period of one (1) year from date of layoff. Laid off employees shall be responsible for providing current mail and e-mail address to the Employer.

26.2 INVOLUNTARY REDUCTION IN SCHEDULE.

As used here, an Involuntary Reduction in Schedule is a cut in a particular employee's work hours (in whole or part) due to either (a) a lack of funds or work tied to a consumer served by the employee, or (b) consumer choice, and not due to a documented performance issue.

When employees' schedules are involuntarily reduced, they shall have the right of first refusal (in order of EBI seniority) of any available hours within their classification until they have regained the hours lost. Regardless, in all instances client choice will be the deciding factor in whether the employee receives a particular assignment.

The Employer shall maintain the employee's full-time or part-time benefit status even if their hours fall below the benefit levels for a period of sixty (60) days as long as the employee is actively seeking replacement hours and making themselves available to interview with new consumers and to train with new consumers. The sixty (60) day period begins on the first day of the pay period immediately following the reduction in the employee's schedule.

26.3 FILLING PERMANENT POSITIONS.

In the event that a shift or hours become available, the Employer shall post the position on the Employer's website and notify all employees through the Employer's e-mail. Laid off employees shall be notified through e-mail. Such e-mail messages shall indicate on their Subject lines that the message relates to available hours and be sent with high priority. Employees interested in the position shall respond to the appropriate Facilitator/Supervisor by the announced deadline. The deadline to respond shall be five (5) work days (M-F) in ILS and SES, and three (3) calendar days in SLS and CDS (unless an emergency situation requires less).

The Employer shall fill the position from among those responding based upon the following order of preference, provided that such employees are not regularly scheduled so as to create overtime payment obligations under this Agreement. In all instances client choice will be the deciding factor.

- (1) Regular employees in the appropriate classification who were laid off or had their hours involuntarily reduced, in order of EBI seniority.
- (2) Regular employees in another classification, who were laid off or had their hours involuntarily reduced, in order of EBI seniority, if qualified as determined through the normal selection process.
- (3) Regular part-time employees in the appropriate classification, in order of EBI seniority, provided that such part-time employees are not regularly scheduled so as to create overtime payment obligations under this Agreement.
- (4) Regular part-time employees in another classification, in order of EBI seniority, provided that such part-time employees are not regularly scheduled so as to create overtime payment obligations under this Agreement and if qualified as determined through the normal selection process.

In all instances client choice will be the deciding factor. The Employer may fill vacancies from other than the above order of preference if it is in the best interests of the client as determined by the Employer, including ensuring an adequate number of staff to meet back-up needs. However, such determinations shall be subject to the Grievance Procedure.

26.4 FILLING TEMPORARY POSITIONS.

Employees desiring additional hours of work on a temporary basis shall inform Program Directors in writing of their desire to work additional hours and in what positions they would like to work. In the event hours become available, the Employer shall give qualified employees, as determined by the Employer, access to such hours in the order of priority set out below, provided that such employees are not regularly scheduled so as to create overtime payment obligations under this Agreement. In all instances client choice will be the deciding factor.

The Employer shall fill temporary positions from among those requesting them based upon the following order of preference.

- (1) Regular employees in the appropriate classification who were laid off or had their hours involuntarily reduced (whether on an ongoing or temporary basis such as a consumer going on vacation), in order of EBI seniority.

- (2) Regular employees in another classification, who were laid off or had their hours involuntarily reduced (whether on an ongoing or temporary basis), in order of EBI seniority, if qualified as determined through the normal selection process.
- (3) Regular part-time employees in the appropriate classification, in order of EBI seniority.
- (4) Regular part-time employees in another classification, in order of EBI seniority, if qualified as determined through the normal selection process.

Temporary positions to be filled as described in this section include, but are not limited to, shifts of employees who are on leave and office projects.

If there is no response from employees indicating an interest in working more hours, in-house and outside recruitment will commence.

ARTICLE 27. HEALTH / DENTAL BENEFITS

27.1 HEALTH BENEFITS FOR REGULAR FULL-TIME EMPLOYEES.

The Employer shall provide medical and dental plans to employees who are regularly scheduled to work and are working a minimum of eighty-one (81) benefit hours per pay period. Employees may choose to participate in the plans offered. 81 benefit hours per pay period is equivalent to 37.5 benefit hours per week.

Employees may choose between two medical plans, currently a HMO per visit plan and a Deductible HMO plan. Employees described in this section contribute premiums as their share of the cost of the plan they choose through payroll deduction. This deduction can be done pre-tax through the Employer's section 125 plan. For employee-only coverage, full-time employees contribute \$51.28 per pay period for the HMO plan and \$20.00 per pay period for the DHMO plan.

The Employer shall pay the premium for employee-only coverage in the dental plan.

27.2 HEALTH BENEFITS FOR REGULAR PART-TIME EMPLOYEES.

The employer shall provide a medical plan to employees who are regularly scheduled to work and are working a minimum of forty-three (43) benefit hours per pay period. Employees may choose to participate in the plans offered. 43 benefit hours per pay period is equivalent to 20 benefit hours per week.

Employees may choose between two medical plans, currently a HMO per visit plan and a Deductible HMO plan. Employees described in this section contribute premiums as their share of the cost of the plan they choose through payroll deduction. This deduction can be done pre-tax through the Employer's section 125 plan. For employee-only coverage part-time employees contribute \$68.78 per pay period for the HMO plan and \$37.50 per pay period for the DHMO plan.

27.3 Based on standard accounting practice, the calculation of the number of benefit hours worked in a pay period needed to be eligible for health benefits is based on a fifty-two (52) week year divided by twelve (12) months divided by two (2) pay periods, or twenty-four (24) pay periods per year.

- Full-Time Employees

52 weeks x 37.5 benefit hours per week = 1950 hours

1950 hours ÷ 24 pay periods = 81 hours (rounded down)

- Part-Time Employees

52 weeks x 20 benefit hours per week = 1040 hours

1040 hours ÷ 24 pay periods = 43 hours (rounded down)

27.4 For new hires who are eligible, benefits begin the first day of the month following 120 calendar days of employment. The date on which benefits begin shall be delayed by the same number of calendar days that a new employee is on unpaid leave during that initial period.

27.5 For existing employees who have been employed more than 120 days and become eligible, benefits will begin the first of the month after they have established eligibility as per Section 1.5 above.

27.6 Employees who are eligible but choose not to participate in the Agency's benefits plan can elect to enroll during the plan's open enrollment period.

27.7 Once established, eligibility continues until an employee's hours fall below the necessary number of benefit hours. The Employer shall maintain the employee's benefit status for a period of sixty (60) days even if their hours fall below the benefit levels as long as the employee is actively seeking replacement hours and making themselves available to interview with new clients and to train with new clients. The sixty (60) day period begins on the first day of the pay period immediately following the reduction in the employee's schedule.

27.8 Employees may add spouses, domestic partners and dependents to the medical and dental plans upon the employees' enrollment or when there is a qualifying

event (e.g. a child is born) or during the open enrollment period set forth by the insurer. The employee shall cover the cost of coverage for spouses, domestic partners, and dependents through a payroll deduction that occurs every pay period. This deduction can be done pre-tax through the Employer's section 125 flex plan.

27.9 Supported Living employees who work overnight shifts. For each 8 hours of overnight hours worked, 3 hours are counted towards benefit eligibility.

27.10 In the event that an involuntary schedule change is made, the Employer shall maintain the employee's full-time or part-time benefit status even if their hours fall below the benefit levels for a period of sixty (60) days as long as the employee is actively seeking replacement hours and making themselves available to interview with new clients and to train with new clients.

In the event that an employee requests a permanent reduction in their scheduled hours to a level below benefit eligibility their benefits will end on the first day of the month immediately following the reduction.

27.11 For details of the plans, benefit levels, and the cost of dependent coverage refer to the Plan Descriptions and Benefit Summary documents.

27.12 The Employer commits that all employees of the Employer, whether or not in the Bargaining Unit and represented by the Union, will pay the same employee contribution to the health plan. In the event that any non-Bargaining Unit employee(s) pay an amount lower than that specified above, all covered employees shall also pay that lower amount.

27.13 HEALTH BENEFIT RE-OPENER.

In the event that the Employer incurs a significant increase in the cost of health benefit premiums, the Employer may request to meet with the Union within 30 days of the notice of premium increase for the purpose of negotiating how to manage the cost increase.

Either party may request to meet for the purpose of negotiating over impacts of the Patient Protection and *Affordable Care Act* on employees covered by this Agreement and/or the provisions of this Article.

27.14 IHSS HEALTH BENEFITS FOR SUPPORTED LIVING SERVICES EMPLOYEES.

Supported Living Services employees at EBI may also be employees of the Alameda County Public Authority funded by IHSS. The Public Authority currently provides employee-only medical, dental, and vision benefits to eligible workers through the Alameda Alliance. Eligible employees may choose to participate in the plans offered.

Currently, to become eligible for initial coverage, an employee must be issued IHSS checks for a total of one hundred and sixty (160) paid hours for two (2) consecutive months. It may take up to sixty (60) days or more after that before an employee's coverage begins. Once an employee is covered the Public Authority sends a confirmation letter with the effective date of coverage. The IHSS check issue date (at the top of the IHSS paycheck stub) will be used to determine the month in which an employee's paid hours will be credited. It must show in the State's payroll database in order for the employee to get credit for those hours.

As long as an employee is issued checks by IHSS for a minimum of (80) paid hours each month, the employee will continue to be covered for an additional three months.

Payroll problems may affect an employee's eligibility. If an employee's hours are not recorded in the Alameda County database correctly, the employee will not be covered. EBI will provide reasonable assistance to ensure that that timesheets are turned in on time.

EBI will make every effort to assign enough IHSS hours to employees utilizing IHSS benefits so that they maintain eligibility for IHSS benefits.

If, for a reason not in the control of the employee, an employee no longer has enough IHSS hours to be eligible for IHSS benefits but is eligible for benefits through EBI, the employee must notify the Employer's Director of Personnel and Administration immediately. Upon notification, the Employer will re-enroll the employee under the appropriate Employer-provided benefit plan with no waiting period.

Currently IHSS employees contribute premium contributions through IHSS payroll deductions in the amounts of \$20 per month for medical, HMO dental and vision or \$45 per month for medical, PPO dental and vision.

For employees who are enrolled in IHSS benefits and choose to not enroll in EBI benefits, EBI will reimburse to the employee up to \$20 in premium expenses per month. Employees may request reimbursement by attaching documentation that the premium has been paid to their monthly EBI expense form.

The Union may request to bargain over medical coverage for this group of employees if the Alameda County Public Authority significantly alters medical plan eligibility or employee premium contributions for the medical plan. Changes to vision and dental premiums and eligibility will not be subject to a contract re-opener.

ARTICLE 28. STATE DISABILITY INSURANCE

When an employee is unable to work because of a non-work related injury or illness, the employee shall be paid full salary from accrued sick leave until all his/her sick leave is used or until the employee is eligible to receive SDI benefits. When the employee begins to receive SDI benefits, the Employer shall integrate accrued sick leave benefits with SDI payments in an amount that will provide the employee compensation from the combined benefits, at a rate equal to the employee's regular rate of pay. Accrued sick leave used as partial benefit shall be deducted on an hourly basis.

ARTICLE 29. RETIREMENT PLAN

The employer will offer all regular employees the opportunity to participate in a 401(k) retirement plan on date of hire. This plan is funded through the employee's contributions.

Enrollment forms for 401(k) participation will be provided to the employee by the office manager. It is the employee's responsibility to submit the completed form to the office manager for participation in the plan.

ARTICLE 30. LIABILITY INSURANCE

The Employer at its expense will carry liability insurance for all employees.

ARTICLE 31. EXPENSE REIMBURSEMENT

31.1 ILS & EMPLOYMENT SERVICES.

All job-related mileage accumulated throughout the employee's work day is reimbursable by the agency at \$0.455 per mile except for mileage to the employee's actual first work destination of the day and home from the yew last actual work location.

Employees will be reimbursed for other expenses, including tolls and parking, that are pre-authorized by their supervisor or the Executive Director.

31.2 SUPPORTED LIVING SERVICES.

Reimbursable mileage applies to miles employees drive in the course of providing support and is reimbursed at the rate of \$0.455 per mile. For employees working with multiple clients on the same day, mileage is calculated starting from the end of the first shift to the beginning of the last shift. Mileage from home to first shift or home from last shift is not reimbursable. The clients

served are expected to be responsible for tolls and parking fees when employees are providing transportation for social and recreational activities. The Employer will reimburse other tolls and parking fees incurred in the course of providing support (including when the client is unable to do so).

Parking tickets will be reimbursed only when they are unavoidable and due to client-related, unforeseeable emergencies. Employees must report such incidents to their supervisor immediately.

Employees must get prior approval for any trips totaling over fifty (50) miles for which they would like to receive mileage reimbursement.

Employees will be reimbursed for other expenses related to providing support to clients (including use of public transportation) that are pre-authorized by their supervisor or the Executive Director.

31.3 Employees must attach receipts to their expense reports to be reimbursed for any pre-approved activities, supplies, etc. Expense/mileage reports are due to supervisor by the first working day of each month.

ARTICLE 32. WAGES

32.1 Wages are paid on a semi-monthly basis, with twenty-four (24) pay periods per year. A schedule of paydays shall be sent by e-mail to employees and posted on the Employer's website.

32.2 Wages of all employees in the bargaining unit will be increased by 1.5% effective March 1, 2013, and by an additional 1.5% effective July 1, 2013.

32.3 The following are hourly starting wages for the regular part-time and regular full-time employees in the bargaining unit effective July 1, 2013, reflecting the two increases indicated in 32.2 above.

<u>Administration</u>	<u>Rate/hour</u>
Exec Adm in Asst	15.45
Office Assistant	10.30
<u>Affinity Employment Network</u>	
EN Specialist	16.28
<u>Community Day Support</u>	
Community Living Assistant (CDS)	13.39

California Community Transitions

Transition Specialist 16.28

Employment Services

Job Coach 13.39
Project SEARCH Job Coach 13.39
Project SEARCH Lead Coach 14.42
Employer Liaison 14.94
Job Developer 22.34

Independent Living Services

Instructor \$13.60
ILS Specialist \$16.28

Supported Living Services

Community Living Assistant \$11.90, \$12.36, or \$13.39*
CLA/Companion \$11.90, \$12.36, or \$13.39*
SLS Specialist \$14.94
Team Lead +\$50 to \$250 per pay period

* = starting wage varies with the support needs of the consumer.

1. Overnight hours for staff paid at \$8.00/hour.
2. Companion staff providing early morning support for the consumer they live with are paid \$8.00 for early morning support hours. They will be paid regular hourly wage all other hours except for the overnight hours.
3. E-Cell, On-Call: \$50 for 24-hour period on-call, \$ 14.94 per hour when called on to cover while on-call. The parties may agree to other rates when necessary to meet the needs of specific consumers.

32.2 OVERNIGHT SUPPORT.

Consumers in Supported Living Services who receive overnight support have Regional Center budgets that define when overnight hours begin each night and

end each morning. It is the expectation that SLS employees assist the consumer to prepare and be ready for bed by that defined time each night. From the designated time when the overnight hours begin through to the designated time when the overnight hours end the next morning, employees will be paid the current legal minimum wage (\$8.00 per hour as of January 2013). Employees will be paid at the regular, higher hourly wage rate they earn for that consumer when one of the following situations occurs during overnight hours.

- Consumer suffers a medical condition that requires immediate attention (e.g., allergy attack, illness, injury).
- Consumer has an emotional or behavioral episode that threatens to endanger their health or safety, or that endangers their housing (i.e., is creating a disturbance affecting neighbors or guests of neighbors and may result in the police being called or complaints to the landlord).
- Consumer has to go to the bathroom and they typically need support with this activity.
- Consumer has a physical disability and they fall out of bed or need assistance to be repositioned in bed.
- Consumer needs assistance evacuating the premises during an emergency (e.g., earthquake, fire alarm, etc.).

When these situations occur employees shall be paid at their higher rate. Employees must call the emergency cell phone the next day to report the nature of the support provided and why it was provided. Employees must indicate on their timecard the time they spent engaged in providing support to the nearest 15-minute increment (i.e., 15 minutes is the minimum amount to be put on the timecard even if the support provided took less than 15 minutes).

If the consumer does not want the overnight shift to begin or end at the designated time and asks the employees to vary from the shift, the employee should comply with the consumer's request and code that time at their regular, higher rate, but must take the earliest opportunity to contact the emergency cell and leave their supervisor a voicemail to report the issue

If the consumer is displaced from their home and requires an employee's overnight support where the accommodations do not include adequate accommodations for sleep (i.e., no bed or couch; constant, unplanned noisy interruptions; etc.), the employee may request that the time be paid at the higher, regular rate. The Executive Director will make the decision whether the employee will receive the overnight or awake pay rate.

32.3 ROOMMATES.

Employees classified as a Community Living Assistant/Companion is a roommate residing in the home of a Supported Living consumer. Part of the compensation package for roommates is that on weekday mornings they provide two (2) hours of awake support to the consumer and are compensated at minimum wage for those hours. When the consumer holds a 2-bedroom Section 8 voucher the roommate pays no rent.

ARTICLE 33. IHSS LOANS

An employee may request a temporary loan from the Employer when the employee's paycheck from IHSS is late due to an error with the IHSS processing system. Loans are not available for any other reasons (such as the IHSS paycheck being delayed because the employee submitted their IHSS timecard late).

- a. The amount of the loan may not exceed the amount due from IHSS.
- b. EII will not provide a loan for an amount or time period beyond the most recent two IHSS pay periods.
- c. Loans will only be issued after the employee has signed the loan agreement attached to this Agreement as an addendum.
- d. All loans must be approved by the Director of Personnel.
- e. All loans must be repaid in full to EBI immediately upon receipt of the late paycheck from IHSS. Loans will not be made if the employee has a previous unpaid loan balance.

ARTICLE 34. SEPARABILITY

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

ARTICLE 35. NO STRIKE / NO LOCKOUT DURING TERM OF AGREEMENT

During the term of this Agreement, there shall be no strike, work stoppage, slowdown, refusal or failure to perform work, or other concerted disruption of the Employer's operations by the Union, its officers, agents, or members. The Employer shall not lock out any of the employees covered by this Agreement during the term.

The Employer may discipline or discharge any employee who engages in activities against the Employer that are prohibited by this Article, and such disciplinary action shall be subject to the Grievance Procedure.

ARTICLE 36. MANAGEMENT RIGHTS

The Employer retains and reserves to itself, whether exercised or not, all powers, rights, authority, duties and responsibility to direct and manage EAST BAY INNOVATIONS to the extent that they have not been specifically limited, delegated, or modified by the terms of this Agreement.

ARTICLE 37. SOLE AND ENTIRE AGREEMENT

33.1 This Agreement sets forth the complete agreement and understanding of the parties on the subject of wages, hours and terms and conditions of employment.

33.2 The parties signatory hereto acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the complete understandings and agreements arrived at by the parties, after the exercise of said rights and opportunities, are set forth in this Agreement.

ARTICLE 38. FEDERAL MEDIATION SERVICE and/or MEDIATION-ARBITRATION TO RESOLVE IMPASSE

Because of the unique services provided by the Employer, the parties agree first to use the services of the Federal Mediation Service to resolve any impasse in negotiations for a successor contract. Should the Federal Mediator fail to bring the parties to a complete and final resolution of all outstanding issues, the parties agree to engage in a process of Mediation-Arbitration.** Therefore, the Union, its members, officers or agents shall not take any coercive action, including, but not limited to, strikes, work stoppages, slowdowns, refusals or failures to perform work to resolve a dispute in its favor following the expiration of an of an existing contract or while attempting to achieve a successor agreement.

Similarly, having agreed to utilize Mediation-Arbitration, the Employer may not lockout the Union or take any other coercive action, including, but not limited to, withholding pay or benefits to members or engaging in anti-union publicity in order to resolve a dispute in its favor.

The Employer may discipline or discharge any employee who engages in activities against the Employer that are prohibited by this Article, and such disciplinary action shall not be subject to the Grievance Procedure. Further, the Employer may sue the Union for damages should the Union, its officers or agents violate provisions of this article.

Should the impasse require Mediation-Arbitration, the parties will attempt to agree on an arbitrator experienced in Mediation-Arbitration or have one chosen through the procedures of the Federal Mediation Service or the California State Conciliation Service. The parties shall bear their own costs regarding representation before the Mediator-Arbitrator, but all costs incurred by the Mediator-Arbitrator, including, but not limited to, professional fees and travel, shall be shared equally by the parties.

The Mediator-Arbitrator shall have undiminished authority to impose a final agreement should the parties engaged in the Mediation-Arbitration fail to reach one with his or her assistance. The Mediator-Arbitrator in imposing any final settlement shall consider the following factors among others:

- 1) The Employer's ability to pay;
- 2) Similar pay/benefits for similar work in similar agencies;
- 3) Fairness to Employees regarding work rules and procedures;
- 4) The Employer's operational requirements such as consumer rights, choice and needs;
- 5) In addition to the parameters specified herein, the mediator-arbitrator shall have the latitude to consider other reasonable factors that do not contradict any provisions included in this section.

** (The mediator-arbitrator initially serves as a mediator, but reserves the power to decide contract issues if mediation cannot bring agreement between the parties.)

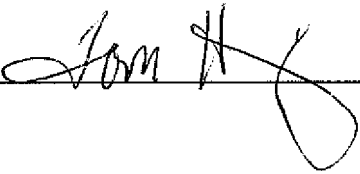
ARTICLE 39. TERMS OF AGREEMENT

This Agreement shall remain in full force and effect from March 1, 2013, through February 29, 2016.

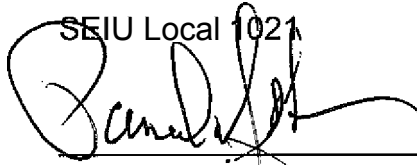
Article 31, Expense Reimbursement, and Wages (including Section 7.2 and Article 32), may be re-opened during the term of the Agreement upon the request of either party.

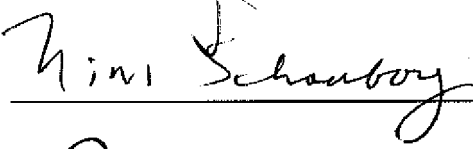
Signed on the _____ day of _____ -01 p (24 (_____, 2013

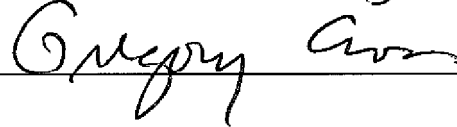
East Bay Innovations




SEIU Local 1021










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