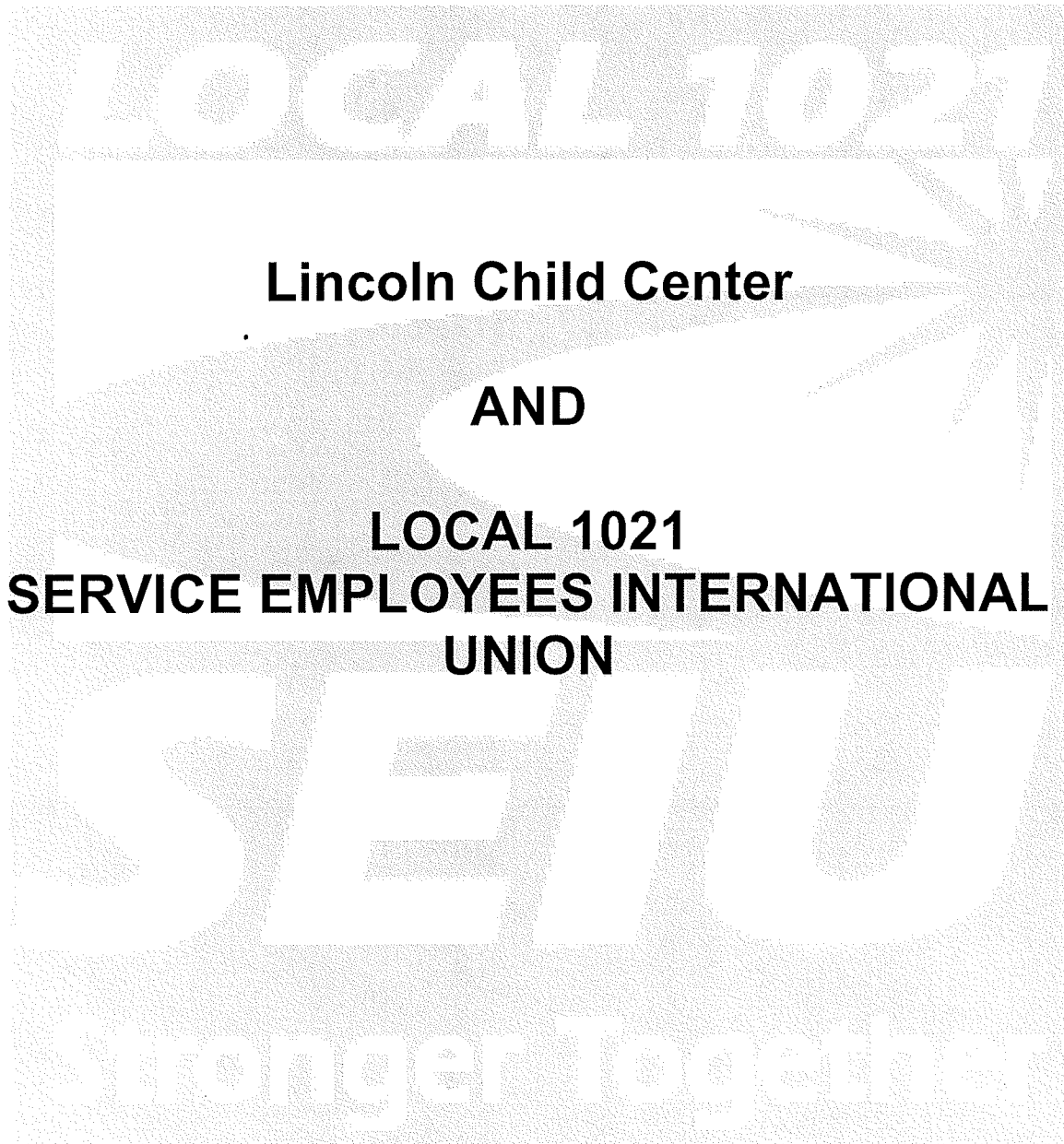


# Agreement Between



**January 1, 2015 – June 30, 2018**

# 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."

**COLLECTIVE BARGAINING AGREEMENT**

between

**SEIU, LOCAL 1021**

and

**LINCOLN CHILD CENTER**

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# COLLECTIVE BARGAINING AGREEMENT

Between

SEIU, LOCAL 1021  
and  
LINCOLN CHILD CENTER

July 1, 2015 – June 30, 2018

On the date hereinafter subscribed, LINCOLN CHILD CENTER, hereinafter referred to as the "Employer", or the "Agency" and SEIU, LOCAL 1021, hereinafter referred to as the "Union", made and entered into this collective bargaining agreement as follows:

## **ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the collective bargaining agent of all Employees employed on a full-time basis and regularly scheduled part-time Employees employed eight (8) hours or more per week who are employed in the classifications listed in Article 23 Salaries of this agreement.

The Employer agrees to place any new classifications established by the Employer, into the bargaining unit represented by SEIU Local 1021 under the follow criteria:

- New classifications which perform duties that are substantially similar to classifications in the current bargaining unit.
- The duties of the new classification are not closely related to an unrepresented classification.
- Confidential employees, as defined by the National Labor Relations Act, are excluded from the bargaining unit.
- Supervisory employees, as defined by the National Labor Relations Act, are excluded from the bargaining unit.
- Managerial employees, as defined by the National Labor Relations Act, are excluded from the bargaining unit
- Guards, as defined by the National Labor Relations Act, are excluded from the bargaining unit.
- All employees employed in classification by the Employer not covered by this agreement are excluded from the bargaining unit.
- All other employees, as defined by the National Labor Relations Act, are excluded from the bargaining unit.

## **ARTICLE 2 - NO DISCRIMINATION - NO COERCION**

By the Union. The Union agrees that neither it nor any of its officers or representatives will intimidate or coerce any Employees into membership in the Union. The Union and its members shall not coerce Employees, or discriminate against Employees.

By the Employer. The Employer shall not discriminate against Employees covered by this Agreement for the Union membership; nor shall the Employer discriminate against Employees covered by this Agreement for legal activities on behalf of the Union.

The Union and the Employer agree not to discriminate against any legally-protected classes. The parties agree that the work environment shall be free of sexual harassment. All allegations regarding violations of this Section shall be subject to the Grievance and Arbitration procedure of this Agreement.

The Employer is authorized to take all action as may be necessary to comply with the Americans with Disabilities Act.

### **ARTICLE 3 - UNION MEMBERSHIP**

All Employees who are members of the Union as of the effective date of this agreement, and all Employees who voluntarily become members of the Union thereafter, shall, as a condition of continued employment, maintain their membership in the Union for the duration this Agreement.

All new Employees who do not join the Union on or after the thirtieth (30) day following the beginning of employment, shall, as a condition of continued employment, pay a contribution in lieu of Union dues, in an amount equal to regular monthly dues of the Union, to a recognized charitable organization selected by the Employee.

The Employer will provide the Union an electronic employee list on or about January 1 and July 1 of each year. The list shall include the name, current address, hire date, job classification, work site, wage rate, medical plan level (single, employee + spouse, employee + child or employee + family), phone number(s) and email address(s).

### **ARTICLE 4 - CHECK OFF**

The Employer will deduct Union membership dues or charitable contributions (subject to the selection of the Employee) from the wages of each employee who submits an appropriate written authorization to the Employer, setting forth standard amounts and times of deduction. Amounts deducted will be forwarded to the designated official of the Union or the charitable organization monthly.

Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of the current Labor Agreement between the Employer and the Union, whichever occurs sooner. If at any time the Employee becomes a member of the Union, the Employee may provide the written notice to the Employer revoking the charity wage assignment with thirty (30) days' notice.

Wage assignments will be made on forms approved by the Employer.

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing section of this Article.



The Employer shall not be liable to the Union for the remittance or payment of any sum other than deductions actually made from the Employee's wages.

The Employer will deduct, during the period of this Agreement, contributions to the Committee on Political Education (COPE) for each employee who submits an appropriate payroll authorization in writing. All of the provisions of Article 4 shall also apply to the deductions provided in this section. Any payment of contributions to COPE shall not be a condition of employment.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

The Employer has the exclusive right to manage its business, including those rights and prerogatives exercised unilaterally, in the same manner and to the same degree and scope as existed immediately prior to the date the Union was certified by the National Labor Relations Board, except as those rights and prerogatives are expressly abridged, delegated, granted or modified by this Agreement.

The Employer has the exclusive right and responsibility to manage its affairs, to direct and control its operations and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement or best interests. Such management prerogatives shall be exercised unilaterally and shall include, but not be limited to, the following rights:

- (a) To manage its business generally.
- (b) To decide the number and location of facilities.
- (c) To decide the facilities and equipment to be used.
- (d) To decide the services to be performed, including the expansion and contraction of services generally, or any activity or function.
- (e) To move or remove the facilities or any of its parts to other areas.
- (f) To determine or modify the size of the programs.
- (g) To decide the method, philosophy and place of service.
- (h) To determine the schedules of services including expansion and contraction.
- (i) To maintain order and efficiency in the facilities and services rendered.
- (j) To hire, layoff, assign, transfer, promote and demote Employees or discontinue positions. Promotions are based on evaluations of past performance and capability, competence, education and experience for the vacant position.
- (k) To determine the qualifications of Employees.
  - To determine and re-determine job content.

- (l) To create or abolish jobs and job functions.
- (m) To recruit all staff.
- (n) To utilize and assign volunteers and/or interns who will assist and supplement the regular staff.
- (o) To employ, on a temporary basis, substitutes for members of the regular working staff during their absence(s). (Such temporary personnel will not be considered members of the bargaining unit under this Agreement.)
- (p) To determine the number of hours Employees will work, the amount of overtime Employees will work, if any, and identify the particular Employees who will work such overtime.
- (q) To schedule Employees for work.
- (r) To make such rules and regulations not in conflict with this agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of the facilities, and after advance notice thereof to the Union and the Employees to require compliance therewith by the Employees.
- (s) To discipline and discharge Employees for cause.
- (t) To supervise the Employees in the performance of their duties.
- (u) To contract or subcontract for performance of any of its services.
- (v) To contract with consultants and specialists to perform special assignments, it is understood and agreed that the Employees will cooperate with such consultants and specialists in the performance of their assignments

#### **ARTICLE 6 - PERSONNEL FILES**

All Employees must comply with all current employment regulations of the State of California, such as health, TB testing, fingerprinting, police records check, motor vehicles report and Federal Eligibility Verification (form I-9).

The employment records of each Employee will be the confidential records of Lincoln Child Center and will be available only to the Board Chair and the President/CEO or authorized designees (including appropriate auditing staff). These records shall be confidential and shall contain application material, correspondence, reference material and other data pertinent to the employment relationship.

Upon the request of an Employee, the Employer shall at reasonable times permit Employees to inspect his or her personnel files in an area designated by the Employer with the following provisions:

- (a) An Employee may not remove the file from the location in which the file is to be reviewed.
- (b) An Employee's supervisor, or a designee, from the Human Resources Department shall be present during the review.
- (c) An Employee may request copies of materials in his or her file, which have been signed by the Employee.
- (d) An Employee may not demand removal of a document in his or her file, nor may the Employee alter, deface, or write on anything in his or her file.

The Union may inspect an Employee's personnel file, to the same extent as an Employee, with the Employee's written authorization. The Employer shall keep a copy of each Employee's personnel file at the Agency's main office at 1266 14<sup>th</sup> Street, Oakland, California.

The Employee may comment on any material filed in the personnel file and the comment(s) shall be attached to and used in conjunction with the material to which it is attached. A copy shall be provided to the affected employee's immediate supervisor.

Material will be removed or otherwise deleted from an Employee's personnel file if the Employer and the Employee mutually agree that the material is incorrect or as a result of the Grievance Procedure.

## **ARTICLE 7 - JOB DESCRIPTIONS**

Each Employee shall be given a complete job description at the time of hire, transfer or promotion; all will acknowledge receipt. Further, the Employer may periodically update and/or revise job descriptions and may distribute revisions to affected Employees for review and signature.

The Employer shall give all affected Employees and the Union ten (10) working days' written notice of any changes in job descriptions as well as job descriptions for newly created bargaining unit positions. Wherever possible, the Employer shall withhold implementation of any changes in job descriptions until the ten (10) working days-period has expired.

When an Employee is assigned the temporary duties of a higher paid classification, he or she shall be paid at the first step of the pay range of the higher classification, which represents an increase in pay for all hours worked in the temporary assignment during that month. The appropriate paperwork (i.e. Change Form) must be completed and processed by Human Resources within a reasonable time period of the temporary assignment.

## **ARTICLE 8 - AGENCY BUSINESS**

Use Of Private Automobile Or Agency Vehicle For Agency Business. An Employee who is required to drive his or her own or Agency vehicle, as part of his or her job description, must have a valid California Driver's license.

An Employee who is required to use his or her own automobile for Agency business where the transportation of children, staff, volunteers or clients are involved must maintain, at the Employee's expense, liability insurance in minimum amounts as required by statute. Each Employee shall furnish Human Resources with a receipt or certificate including any updates and/or renewals issued by the Employee's insurance company that clearly indicates that the Employee has met the proper liability requirements.

The Agency's insurance carrier shall make a routine check of the driving record of each Employee whose position requires driving an Agency vehicle. This shall be done at the time of employment and periodically thereafter and is initiated by the Agency's insurance carrier through the Department of Motor Vehicles. If the Agency's insurance carrier advises the Agency that an Employee is at high risk and the cost of insurance is deemed by the Agency to be excessive, the privilege of driving the Agency's or Employee's vehicle on Agency business may be discontinued at the discretion of the Agency. Should this interfere with prescribed duties, the Employee may be terminated from employment with the Agency.

Employees hired prior to December 1, 2007 shall not be terminated if the Agency's insurance carrier refuses to insure such Employees or if the cost of the insurance is deemed by the Agency as being excessive.

Except where there are extenuating circumstances, Employees are personally responsible for all parking and traffic citations excluding "fix-it" tickets received whether in an Agency vehicle or private vehicle when on Agency business. Receipt of a moving violation or involvement in an "at-fault" accident while on duty may, at the discretion of the Employer, be cause for dismissal. All citations and accidents occurring during on-duty periods, whether in an Agency or private vehicle, must be reported immediately by the Employee to the Human Resources Department.

The Agency will reimburse Employees for reasonable mileage at the current IRS rate per mile, when personal vehicles are used for Agency business if such use is approved in advance by the Employee's immediate supervisor.

Employees may incur expenses on behalf of the Agency only with prior authorization of the President/CEO or authorized designee. Reimbursement will be paid only for authorized expenses and only when receipts are submitted.

## **ARTICLE 9 - PHYSICAL EXAMINATIONS**

At the time of initial hire, and thereafter as required by law or by the Employer, a medical examination, including chest x-ray or skin test for tuberculosis, is required of all Employees. The results of the examination are to be reported on a form furnished by the Agency. A physician selected by the Agency shall perform the medical examination. Said examination shall be paid for by the Agency. The Employee will be informed of his or her right to an independent medical opinion and the Employer will consider such an independent medical opinion prior to the Employer's decision upon the Employee's physical fitness. Any independent medical opinion shall be at the Employee's expense, not the Employer's.

**ARTICLE 10 - CONDITIONS OF EMPLOYMENT/WORKING CONDITIONS**

General Conditions. General working conditions shall conform to the requirements, as will be consistent with the requirements established by the California State Industrial Welfare Commission Wage Order #5, except as specifically set forth in this Agreement.

**ARTICLE 11 - CATEGORIES OF EMPLOYEES**

Full-time Employee: An Employee who, upon satisfactory completion of the introductory period, is regularly scheduled to work a minimum of forty (40) hours a week.

Part-Time Employee: An Employee who, upon satisfactory completion of the introductory period, is regularly scheduled to work more than eight (8) hours, but less than forty (40) hours per week.

**ARTICLE 12 - OUTSIDE EMPLOYMENT**

Full-time Employees (Employees regularly scheduled for thirty-five (35) or more hours per week) shall not engage directly or indirectly in gainful employment or other business activities to the extent that such activity impairs job performance at Lincoln Child Center.

**ARTICLE 13 - PART-TIME EMPLOYEE BENEFITS**

Benefits for Part-Time Employees. Part-time Employees who are regularly scheduled to work more than twenty (20) hours per week but less than thirty-five (35) hours per week, shall be eligible on a pro-rata basis for the following paid benefits accorded Regular Employees: PTO, Agency-observed holidays as well as all other types of leave with pay on the following basis:

<b>Scheduled Hours Per Week</b>	<b>Benefit Pro-rata</b>
20 hours	0.5
24 hours	0.6
28 hours	0.7
32 hours	0.8
36 hours	0.9

Employees who are regularly scheduled to work twenty (20) hours or more per week shall be eligible to participate in Agency health coverage plans.

If the Employee subject to this section believes he or she is being scheduled on a regular basis in such a manner so as to avoid payment of benefits as enumerated in this Article, said alleged abuse shall be subject to the grievance/arbitration procedure.

**ARTICLE 14 - INTRODUCTORY PERIODS**

For the first six (6) calendar months of employment, all Employees shall be on an introductory period. Either the Employee or his or her supervisor, with the approval of the President/CEO, may terminate the employment of Introductory Employees with two

(2) weeks' notice, except in cases in which the Employee is discharged as a result of action not in the best interest to the Agency, as determined by the President/CEO or designee. The President/CEO or designee, reserves the right to pay an Introductory Employee's salary in full, rather than permitting the Employee to work until the termination date. The layoff, discharge, or termination and/or discipline of Introductory Employees shall be without recourse to the Grievance Procedure in this Agreement, except in instances of alleged discrimination under Article 2 - No Discrimination - No Coercion, in this Agreement, discrimination based on protected, concerted activities, or failure by the Employer to provide one (1) verbal counseling session as prescribed below. Employees transferred to a different job classification during their initial introductory period shall not have the probation period extended by reason of the transfer.

Introductory Employees shall have a minimum of one (1) verbal counseling session during the introductory period in addition to a written evaluation at the conclusion of the introductory period.

### **ARTICLE 15 - TRAINING**

Training is available and may be required through the use of supervisory conferences, staff meetings, educational seminars, peer conferences, in-service training programs, psychiatric consultation and utilization of available training outlines and literature. Training is solely and exclusively the responsibility of the Agency and is at the sole discretion of the Employer. Employees approved to attend functions away from the Agency will be reimbursed for necessary expenses to attend the function. The employee will be permitted to meet with the Supervisor/Manager that denied the opportunity for training in order to receive an explanation of the denial.

With prior supervisory approval, all Employees are eligible for the benefits of in-service training, outside educational opportunities, conferences and work-study programs. Reimbursement will be paid in accordance with Article 8.

### **ARTICLE 16 - PERFORMANCE EVALUATIONS**

Written evaluations on all Employees will be prepared by the President/CEO, or designee, no later than one (1) month prior to the completion of the Introductory Period and thereafter annually, and will be used in the consideration of continuing employment, merit wage increase, transfer, promotion, or dismissal. Evaluations are specific and will assess actual performance in relation to the job assigned. It is understood that Employees will participate in their evaluations.

The Employee shall have the opportunity to read the evaluation. The Employee will be requested to sign the evaluation, if the employee chooses not to sign the evaluation the supervisor providing the evaluation will note that the employee did not sign the evaluation, but received a copy. The employee's signature shall indicate that the evaluation has been read, but does not necessarily mean that the employee is in agreement with the evaluation. The Employee will be allowed to submit a supplementary statement, if he/she so desires, that will be attached to the evaluation.

## **ARTICLE 17 - JOB POSTINGS / TRANSFERS**

Postings. When an opening occurs in the Agency, it will be electronically posted on the Agency's intranet for a minimum of five (5) calendar days prior to the final date for acceptance of applications. In addition, physical job posting on a "bulletin board will be continued to be used up to January 1, 2016"

Transfer To A Different Assignment. An Employee who has completed the introductory period and is transferred to a different job classification will be on a six (6) month introductory period and will be evaluated no later than one (1) month prior to the end of the introductory period. Terminations during such introductory period shall be subject to the grievance/arbitration procedures.

If the Employee/Employer decides that the position is not suitable for the Employee or the Employee/Employer determines that Employee is not qualified for the position, the Employee may request to return to their former position. The Employer will return the employee to their former position if a vacancy exists.

## **ARTICLE 18 - LEAVING EMPLOYMENT**

Whenever possible, termination of an Employee, either by Agency action or by the action of the Employee, will be preceded by an exit interview.

Leaving the Agency in good standing requires carrying out all duties and functions until the effective date of termination. This includes turning in all keys, manuals, as well as accounting for all equipment or supplies that have been used or controlled by the Employee. All financial obligations to the Agency shall be settled prior to the employee's termination date.

Resignation. The President/CEO reserves the right to pay an Employee's salary in full rather than to permit the Employee to work until the termination date if, in the judgment of the President/CEO, this is in the best interest of the Agency.

## **ARTICLE 19 - SENIORITY / LAYOFF AND RECALL**

Seniority for the purpose of this Article is defined as the length of continuous paid employment within a bargaining unit classification. Seniority shall be retained but shall not accrue during any period of leave of absence without pay except according to the provisions of state and federal statutes.

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

In the event the Employer determines, in its sole discretion, to cut back, reduce, or eliminate any part, or all of a program or department, the lay-off of Employees shall be by seniority within the classification.

Laid-off Employees shall be rehired by seniority within the classification from which the Employee was laid off, provided he or she meets the qualifications of the position set forth in the appropriate job description, as determined by the Employer.

The names of such Employees, laid off in accordance with the provisions of this section, shall be entered upon a re-employment list in the inverse order that they were laid off.

No name shall be carried on a re-employment list for a period longer than one hundred eighty (180) days from the date of separation from the Agency. The names of persons re-employed in permanent positions shall, upon re-employment within the same classification, be removed from the re-employment list.

Loss of Seniority. An Employee's continuous service shall be broken and all rights attached thereto forfeited by:

- (a) Voluntary termination;
- (b) Discharge of the Employee;
- (c) Failure to return to work within two (2) calendar days after receipt of the written notice of recall from a layoff, sent to the Employee at the address on file with the Employer;
- (d) Failure to report to work following the expiration of an Agency approved absence;
- (e) Absence due to disability that exceeds the Employee's seniority at the time the disability began, but in no event shall such absence exceed twelve (12) months;
- (f) The layoff of the Employee for a continuous period of six (6) months.

## **ARTICLE 20 - HOURS OF WORK AND OVERTIME**

Hours of Work: The workweek shall commence on Sunday, at 12:00 AM, and end the following Saturday, 11:59 PM. Hours of work for all Employees shall be in compliance with applicable federal and state labor regulations.

Breaks. Whenever possible, there shall be a fifteen (15) minute paid rest break for each Employee for each four (4)-hour period or major fraction thereof. Insofar as practicable, said rest break shall be in the middle of each work period. In no event shall an Employee be denied his or her rest breaks by the Employer except in cases of emergency as determined by the Employer.

Wherever practicable, Employees shall have at least a 30 minute unpaid and uninterrupted meal period at the midpoint of their shift.

Overtime. Employees shall be compensated at an overtime rate of one and one-half (1-1/2) times his or her regular straight-time hourly rate of pay for the classification of



work performed during the overtime hours where the Employee works his or her regular work week and hours as follows:

(a) Five (5) Days, Eight (8) hour Employees:

- (1) Over eight (8) hours in any one workday.
- (2) Over forty (40) hours in any one workweek.

Time paid for but not worked shall not be used in computing overtime.

Except where not practicable, all overtime work must be pre-approved by the Supervisor or his or her designee.

There shall be no duplication or pyramiding of daily and weekly pay, premium pay and/or overtime pay and such will not be paid on the same hours.

Schedules. Schedules for all Employees shall be posted fourteen (14) calendar days in advance and shall cover a full calendar month. Schedules will not be changed once posted except in the case of a bona fide emergency. Any schedule changes implemented due to an emergency shall not remain in effect longer than necessary, and in no case shall they remain in effect longer than ten (10) calendar days. In cases of bona fide emergency, the Employer may require overtime without thirty (30) days' notice, provided, however, that wherever possible the Employer shall first seek and use regular staff scheduled to work at that time who volunteer to work any overtime brought about as a result of an emergency, and provided further that the Employer will limit the required amount of overtime to the minimum necessary to cover for the emergency and in no instance will the Employer require overtime for an emergency situation longer than one (1) week.

With prior approval from their supervisors, Employees may mutually agree to a temporary exchange of shifts, provided both Employees are qualified to perform the assigned work in the opinion of the Employer, and there is no additional cost to the Employer.

All Employees must complete and submit a time sheet reporting actual hours worked during a given week. Employees are to fill out their own time sheets daily. Time sheets are to be signed by the Employee and approved by the Employee's immediate Supervisor and kept on file in the payroll office, as prescribed by law. All time sheets currently are web-based and must be completed on-line and submitted by each Employee. Falsifying an Employee's own time record or filling out another Employee's time record may be grounds for discipline up to and including termination of employment.

## **ARTICLE 21 - GRIEVANCE/ARBITRATION PROCEDURE**

The Board of Directors of Lincoln Child Center recognizes the right of the Employee, the Employer and the Union to present a grievance. Grievances presented shall receive fair, just and speedy consideration and shall be handled without prejudice or discrimination.

If in the course of employment an Employee, the Employer or the Union believes that this Agreement has been misinterpreted, misapplied or disregarded or that discipline has been imposed without just cause, a grievance may be filed provided however, that introductory Employees shall only have recourse to this Grievance Procedure in instances where discrimination, as defined in Article 2 of this Agreement, is alleged.

Grievances shall be processed as follows:

(a) STEP ONE: An informal grievance must be presented/discussed with the Employee's immediate Supervisor within five (5) business days, excluding Saturdays, Sundays and Holidays, of the event giving rise to the grievance. If the Employee's immediate Supervisor is unable to resolve the grievance within five (5) business days, the grievant may submit the grievance to Step Two.

(b) STEP TWO: The unresolved grievance shall be presented within five (5) business days of the Supervisor's response in Step One, or within ten (10) business days of the event leading to the grievance, in writing, and dated and signed by the employee, to Human Resources for resolution. The Employee, Union or Employer shall state clearly and concisely all facts that comprise the basis for the grievance, the desired settlement, and if the grievance claims that any articles or sections of this Agreement are involved, shall specify such articles or sections. Within seven (7) business days of submission of the grievance at Step Two, the Union and the Employer shall schedule to meet and attempt to resolve the grievance. The Union/Employer shall issue a decision in writing within seven (7) business days of said meeting.

(c) STEP THREE - MEDIATION: If the grievance is not resolved at Step Two, a written request for mediation may be sent to Human Resources within ten (10) business days of the response at Step Two. If the parties mutually agree to mediation, either party may request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS) to assist with the resolution of the grievance. Mediation shall occur as soon as practicable after the initial request.

The Mediator does not have the authority to impose a settlement on the parties. Any final settlement of the grievance, mutually agreed to by the parties, shall be reduced to writing and signed by the Grievant, Union, and Employer. The final settlement agreement shall be binding on all parties.

All expense of the mediator, if any, shall be shared and equally divided between the Union and the Employer.

If requested the Mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute.

(d) STEP FOUR ARBITRATION: If the grievance is not resolved at Step Three, a written notice or referral to arbitration may be served only by the Union or the Employer on the other party within fifteen (15) business days of completion of Step Three. A grievance shall be considered arbitrable only if it alleges in writing a violation of a stated provision, or provisions, of the agreement. The parties shall meet in an attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator, the matter will be referred within three (3) business days to arbitration. The

Employer/Union will request a list of arbitrators from the Federal Mediation and Conciliation Service. The arbitrator shall be decided by mutual agreement if possible and in the event the parties fail to agree, by alternately striking names on the list, the first strike to be determined by a toss of a coin. Either party may reject the first list submitted by the Federal Mediation and Conciliation Service and request a subsequent panel of five (5) arbitrators. The Union and the Employer will pay the arbitrator, fees and expenses equally. The decision of the arbitrator shall be final and binding.

Time Limitations.

(a) Failure to present or advance a grievance within the specified time frame(s) in this article, or within any extension of time which may have been mutually agreed to, will result in the grievance being dropped.

(b) In the event the Employer fails to meet a time limit specified herein, the grievance shall automatically be advanced to the next step.

(c) A decision to resolve or withdraw a grievance, or failure to advance a grievance at any step of the grievance procedure, shall be binding on all parties to this Agreement.

(d) Prior to filing a grievance in writing, if the Employer requests an extension of time, the eighty-five (85) day back pay time limit shall be extended by the duration of such an extension.

Authority of Arbitrator. The arbitrator shall have authority to interpret and review the application of the Agreement, but the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement in any way. The arbitrator shall consider and decide only the particular issue(s) presented in writing by the party(ies). The arbitrator's decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement.

Back Pay Limit. The decision of the arbitrator may or may not include back pay, provided however that in no event shall any back pay award be in excess of eighty-five (85) calendar days from the date of first filing the grievance in writing. Whether interest shall be payable on money claimed and, if so, the amount of such interest shall be at the discretion of the arbitrator making the award.

Modified Discipline. The arbitrator in discharge matters shall have authority to sustain the decision of discharge, order reinstatement, and/or impose a lesser discipline or any combination thereof.

Employer/Union Grievances. Grievances filed directly by and on behalf of the Employer or Union shall be initially presented at Step Two in writing within five (5) business days for a discharge grievance or within twelve (12) business days for a non-discharge grievance of the event giving rise to the grievance. Handling of these grievances will be subject to the same notification requirements and time limitations as provided in this Article. If the grievance is not resolved at Step Two, the grievance may be processed through Step Three of the grievance procedure.

Time Limit Extensions. Time limits may be extended only with the agreement of both parties in writing.

Status Quo. Pending final determination of a grievance or dispute, the status quo existing immediately prior to filing of the grievance or dispute shall be maintained. The grievant shall be required to continue his or her duties as directed by the Employer pending the final decision.

**ARTICLE 22 - PERSONAL EMPLOYEE CONDUCT**

The Agency is not responsible for the loss of Employees' personal property, including money, while on duty, nor is such property covered by the Employee's insurance for such loss. In the event of damage to an Employee's personal property needed during the normal course of work, the President/CEO may authorize reimbursement for such damage if not caused by neglect or carelessness on the part of the Employee.

It is understood that Employees shall comply with all rules and regulations made by the Employer. The Employer agrees that no rules or regulations will be made which are in conflict with this Agreement. Employees shall promptly and efficiently execute the instructions and orders of Supervisors. If any Employee(s) believes a rule, regulation, instruction and/or order of a Supervisor is in conflict with this Agreement, the Employee(s) will comply with the rule, regulation, instruction, or order. The Employee(s) may file a grievance regarding the rule, regulation, order or instruction that shall be handled in accordance with the grievance procedure set forth in Article 21 - Grievance/Arbitration Procedure of this Agreement.

**ARTICLE 23 – SALARIES**

Salary

The Employer shall provide a lump sum payment of one hundred and fifty dollars (before any deductions) to all employees in the bargaining unit, who are employed with Lincoln Child Center as of August 31, 2015.

Salary Plan.

The Employer shall compensate Employees within the following salary range for the respective classifications.

**Effective the first payroll period after ratification, 2015:**

<b>CLASSIFICATION</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
IS 1	\$12.25	\$14.88	\$17.85
BIS IS 2 Administrative Support Coordinator Kinship Navigator	13.69	\$17.11	\$20.53
Administrative Assistant IS 3	\$15.74	\$19.68	\$23.61

**Effective the First Pay Period in September 2016:**

<b>CLASSICATION</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
IS 1	\$12.50	\$15.18	\$18.21
BIS IS 2 Administrative Support Coordinator Kinship Navigator	\$13.96	\$17.45	\$20.94
Administrative Assistant IS 3	\$16.05	\$20.07	\$24.08

**Effective the First Pay Period in September 2017:**

<b>CLASSICATION</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
IS 1	\$12.74	\$15.48	\$18.57
BIS IS 2 Administrative Support Coordinator Kinship Navigator	\$14.24	\$17.80	\$21.36
Administrative Assistant IS 3	\$16.38	\$20.48	\$24.56

Non-Merit Salary Increases. Salary increment of two percent, up to the existing range maximum, shall be considered annual during the first pay period in September each year of this agreement.

Merit Salary . Salary increments of up to three percent (3%) up to the existing range maximum for all Employees shall be considered annually. Such wage increments shall be granted based on the performance of the Employee and shall become effective the first pay period In September of each year..

If a regular Employee terminates his or her employment with the Agency, and later is re-employed in the same job classification, the President/CEO shall grant reinstatement at the Employee's previous salary level, so long as the Employee meets all of the existing standards and qualifications for the job classification. The Employee shall be reinstated without past accrued seniority.

**ARTICLE 24 - PAID TIME OFF (PTO)**

The Agency shall institute Paid Time Off (PTO) effective January 1, 2008.

Accrual:

- a) PTO accrues on a daily basis.
- b) Employees hired prior to January 1, 2007 shall accrue 1.108 hours per day of PTO.
- c) Employees hired after January 1, 2007 shall accrue 0.923 hours per day of PTO.
- d) Full-time employees shall commence accruing PTO on their date of hire..

- e) Part-time employees shall commence accruing PTO, on a pro-rated basis, on their date of hire.

Maximum Accumulation. An Employee may accrue up to 40 (forty) days (or 320 hours) of PTO, with such cap being pro-rated for part-time Employees. Once an Employee reaches the maximum accumulation, no further PTO will be accrued until the Employee's PTO balance is reduced and is below the maximum accumulation amount.

PTO Use:

- a) PTO days or hours may be used for time off with appropriate notice.
- b) PTO must be used for all time off (including Sick Leave and Family Sick Leave), except Bereavement Leave (Article 26), Jury Duty (Article 26), and Military Leave. Additional leave without pay may be granted only when all PTO has been exhausted.
- c) PTO hours may not be used to extend employment.
- d) With the exception of emergencies or illnesses, PTO must be requested by the Employee in advance, and agreed to in advance by the Program Director or Supervisor. In cases of absences for emergencies or illnesses, the Employee shall notify the Program Director or Supervisor in accordance with established policies and practices.

PTO Requests of More Than Three Consecutive Days:

- a) Conflicting requests will be resolved in favor of the Employee with the greatest seniority.
- b) PTO requests will be considered on a first-come, first served basis, and responded to in writing, no later than two (2) weeks after submission. The Employer shall make a reasonable effort to accommodate employee PTO requests.

Use of accrued PTO is by mutual agreement between the Employee and the supervisor and preference of PTO shall be given to Employees according to their seniority in their department as reasonably as possible unless otherwise provided in the supplemental sections of this Agreement.

d) PTO Advance.

PTO Cash out. An employee may cash out up to maximum of 96 hours of accrued PTO during a calendar year, as long as the employee maintains a minimum of 40 hours of PTO after the completion of the PTO cash out. Accrued PTO may be cashed out at any time, upon two (2) working days' notice from the employee with the approval of CFO.

PTO Integration. PTO is integrated with SDI, PFL (Paid Family Leave) and Workers Compensation. It is the Employee's responsibility to inform the Employer, by submitting the appropriate documentation, of the amount of payment received from SDI, PFL or Workers Compensation.

## ARTICLE 25 - PAID LEAVE

Bereavement Leave. Employees shall receive up to five (5) working days per event with pay for the purpose of attending the funeral of a member of the Employee's immediate family. "Immediate family" is defined as the Employee's parents, grandparents, children, spouse or domestic partner, in-laws/parents of the domestic partner, siblings, cousins, uncles and aunts. Other special cases will be subject to the approval of the President/CEO. Five (5) working days are calculated at the Employee's regular work schedule but in no event shall exceed forty (40) hours.

Civil Responsibility and Jury Duty. The Agency will compensate Employees who serve as jurors on mandatory civil jury duty the difference between an Employee's regular salary and money paid for jury duty by the court or jury office. Proof of service must be provided to the Employee's Supervisor in order to receive compensation for jury duty service. The Agency reserves the right to request an exemption from jury duty when required in the interest of the Agency. Employees receiving a summons for jury are to notify their Supervisor as soon as possible upon receiving such notification.

## ARTICLE 26 - HOLIDAYS

Holidays. The Agency observes the following holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Washington's Birthday (Third Monday in February)
- Memorial Day (Last Monday in May)
- Fourth of July (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving Day (fourth Friday in November)
- Christmas Day (December 25)

Full-time Employees not scheduled to work on an observed holiday shall receive eight (8) hours' pay at their regular straight time pay for the holiday.

Part-time Employees who are regularly scheduled to work more than twenty (20) hours per week, but less than thirty-five (35) hours per week, and who are not scheduled to work on an observed holiday, shall be paid their straight time pay for the holiday on a pro-rata basis in accordance with Article 13.

The Employer shall attempt to schedule volunteers for work on holidays; however, if in the opinion of the Employer there is an insufficient number of suitable volunteers, Employees normally scheduled to work that day and shift shall be so assigned.

If one of the above referenced holidays falls on a Saturday, the preceding Friday may be the observed holiday; if one of the above referenced holidays falls on a Sunday, the following Monday may be the observed holiday or observed in accordance with the published holiday list provided by the Employer at the beginning of the year.

Holiday Pay:

- (a) Eligibility Pay and Scheduling. Each eligible regular and part-time Employee shall receive holiday pay computed at the Employee's regular straight hourly rate of pay for his or her classification for the hours they would have been regularly scheduled to work on the above-observed holidays.
- (b) To the maximum extent possible, Employees will not be required to work more than two of the following three holidays - Christmas, New Year's Day and Thanksgiving. Employees will request said holidays off listing their preference. When there is a conflict, seniority will govern.
- (c) Employees shall not be eligible for holiday pay:
  - (1) An Employee who fails to work the Employee's scheduled workday before or after a holiday.
  - (2) An Employee who fails to work the observed holiday when such holiday is scheduled as a workday for that Employee.

Employees shall receive two times his or her straight-time hourly rate of pay; for each hour worked on a holiday.

There shall be no duplication or pyramiding of daily and weekly pay, premium pay and/or overtime pay and such will not be paid on the same hours.

**ARTICLE 27 - HEALTH AND WELFARE**

Medical, dental and vision coverage and a Section 125 Plan are available for all full-time and part-time employees who are regularly scheduled to work 20 (twenty) or more hours per week.

Enrollment, or change in coverage, is opened annually, for a one-month period, beginning sometime in November of each year, with an effective date of January 1. Health premium costs, dependent day care expenses and/or certain non-reimbursable medical expenses up to the limits defined by the IRS (as defined by state and/or federal statutes) may be paid through payroll deductions, before taxes, under Section 125 of the IRS Code (Section 125 Plan).

Effective January 2015 the Employer's contribution for health insurance premium coverage for an Employee and any covered dependents shall be capped at \$550 per month (pro-rata for part-time employees).

Effective January 2016 and each January there after the Employer's monthly contribution for health insurance premium coverage shall be in accordance with the table below.

	<b>January 2016</b>	<b>January 2017</b>	<b>January 2018</b>
Employee Only	\$535.00	\$550.00	\$575.00
Employee + Child	Employer contribution shall be 75% of the total premium	Employer contribution shall be 75% of the total premium	Employer contribution shall be 75% of the total premium



An employee may elect any or all of the insurance plans offered; however, all Employees must have major medical health coverage. Enrollment in the Agency plans will be waived if proof of current major medical coverage is provided to the Human Resources Department. Effective December 1, 2015, the in-lieu payment for medical insurance shall be \$200 per month.

Effective January 1, 2016 the employer monthly contribution for dental insurance premium coverage shall be in accordance with the table below:

	Dental HMO	Dental PPO
Employee Only	\$11.00	\$11.00
Employee + Spouse	\$11.00	\$11.00
Employee + Child	\$11.00	\$11.00
Family	\$11.00	\$11.00

The employer monthly contribution for vision insurance premium coverage shall be in accordance with the table below:

	Vision (Materials)	Vision (Exams)
Employee Only	\$4.00	\$4.00
Employee + Spouse	\$4.00	\$4.00
Employee + Child	\$4.00	\$4.00
Family	\$4.00	\$4.00

Upon separation from the Agency, Employees are entitled to continue their health coverage as provided by the COBRA. The Employer shall inform Employees who are eligible for health insurance coverage continuation of their right to said coverage and the application procedure and cost of such coverage within the time limits prescribed by law.

## **ARTICLE 28 - WORKERS' COMPENSATION**

Workers' Compensation is provided by the Agency for all Employees; all benefits, compensation, and policies concerning application of and eligibility for benefits shall be in accordance with applicable California state law. Employees injured while on duty must immediately notify their supervisor and file an Accident report with Human Resources within twenty-four (24) hours of the date of accident or injury.

The Employer will inform all new Employees as to the procedure for filing an accident or injury report as part of the Agency's New Hire Orientation Program.

Workers compensation entitles the Employee to all benefits (i.e., hospitalization, doctor's visits, etc.) covered under the California law for any work-incurred disability. The Employee is required by law to use the Workers Compensation Medical Services Providers (identified on posted notifications) in order to obtain these benefits unless the Employee designates, in advance, and in writing, his/her specific physician of choice. The Employee also may be entitled to loss-of-wages payments if incapacitated in accordance with state law.

## **ARTICLE 29 – LEAVE OF ABSENCE**

Medical Leave of Absence. The Employer will provide leaves of absence in accordance with the Family Medical Leave Act and California Family Rights Act.

## **ARTICLE 30 - RETIREMENT BENEFITS**

Retirement Benefits and Extension of Health Coverage after Separation. For Employees hired before December 30, 2011, the Employer maximum contribution shall be 4.0%. If an Employee receives a contribution in excess of 4.0% on or before December 31, 2011 the Employer shall maintain that contribution until the Employee has a break in service.

The Employer shall match any contributions to the 401K account for Employees hired after January 1, 2012 on a dollar for dollar basis up to a maximum Employer contribution of 3.0%.

Effective January 1, 2016 the Employer shall match any employee contributions to their 401K account on a dollar for dollar basis up to a maximum Employer contribution of 5.0%.

Employees shall vest in the retirement plan after three (3) years.

## **ARTICLE 31 - UNION ACCESS AND SHOP STEWARDS**

Visits by Union Representatives. The designated union representative shall be given access to visit the Agency for purposes of conferring on matters relating to administration of the contract.

Such access is subject to advance request and mutual agreement on specific arrangements between the Union and the President/CEO or his or her designee. These arrangements shall allow for private discussion with the necessary party or parties in a manner that will not interfere with the operation of the Agency's business and will cause Employees to lose only minimal time from work. Such meetings should be conducted with appropriate brevity. The parties will cooperate both to facilitate such access and to respect the special sensitivities of the Agency's facilities with regard to avoiding any disturbing influence on the management of the program's clients.

Walk through inspections of the work premises will be allowed for the union representative, if prearrangements have been made for visits of this type.

### Shop Stewards:

- (a) The Union may designate up to four (4) Employees as Shop Stewards who shall be recognized by the Employer. An alternate shall be designated who shall act as steward in the event one of the regular stewards is on extended leave of absence for two (2) or more weeks. The alternate steward must be from a different program than the regular stewards.
- (b) The Steward shall be entitled to a reasonable amount of regular work time with pay if such time is necessary for the processing of grievances through the

grievance/arbitration procedure of this Agreement but in no event will the total amount of time allowed during working hours with pay exceed four (4) hours per Steward per month; however, the maximum number of paid hours for all Stewards combined is eight (8) hours. It is understood by both parties that this four (4) hour or eight (8) hour maximum may be exceeded only if circumstances are such that the processing of pending grievances through Article 21 cannot otherwise be handled outside of working hours. In such an event, additional time with pay to process grievances through Article 21 will be allowed. If in any instance the Agency feels that the privilege to exceed the four (4) hour or eight (8) hour maximums are being abused, it shall so notify the designated union representative, in writing, who shall schedule to meet with the Agency's designated representative within three (3) working days to discuss such alleged abuse of this privilege. In the event the abuse is not corrected and/or an understanding not reached, the Agency shall revert back to the four (4) hour and eight (8) maximums.

- (c) The Steward must obtain advance permission from his or her Supervisor and/or the Supervisor from the other department or program to investigate a grievance and specify to the supervisor what the grievance consists of. Should permission be denied because of the operational needs of the Agency, permission shall be granted within the subsequent twenty-four (24)-hour period. The Steward must report back to the Supervisor upon completion of the Steward's duties.
- (d) The Shop Steward shall not:
  - (1) Stop or interfere with the Employee's work for any reason;
  - (2) Tell any Employee covered by this Agreement that he/she cannot work; and
  - (3) Transact any Union activity on Employer time, except that which is herein provided.
- (e) The Employer recognizes that Stewards are legal agents of the Union.
- (f) Infraction of any of the above may be cause for disciplinary action.
- (g) The Union shall furnish the Agency with the names of the designated Stewards and the names of Employees selected as replacements.

Union Access to Mail Boxes. The Union shall be allowed to use the Agency mailboxes to distribute to Employees written materials pertaining to Union business. The Union shall be provided with a bulletin board for the exclusive use of the Union.

Union Access to Meeting Rooms. The Employer agrees to make available meeting facilities for the Union's general membership use by the Union as long as adequate facilities are available. The Union shall be required to leave the premises in a clean and orderly condition. Notice of five (5) days is to be given to reserve the facility.

Union Bulletin Board. The Employer shall provide four (4) bulletin boards located on the Employer's premises and in a reasonably accessible area to all members

of the bargaining unit for the exclusive use of the Union. Said bulletin boards shall not be moved except to a mutually agreeable location. SEIU Local 1021 agrees not to post partisan political literature on these bulletin boards at any time.

New Hire Orientation. The Employer will provide a Union representative (Shop Steward or Worksite Organizer) up to fifteen (15) minutes during new employee orientation to inform employees regarding the Union and the Collective Bargaining Agreement.

Shop Steward Union Business. A Union Steward shall be allowed time off without pay to perform business of the Union. Time off to perform business of the Union shall not be in excess of five (5) cumulative work days in a calendar year. The Employer shall not be obligated to provide more than forty (40) hours of time off to all Stewards during a calendar year. Requests for time off for this purpose shall be made by SEIU Local 1021 President or his/her designee, in writing, at least thirty (30) days in advance of the day(s) requested. The request shall be made to the Human Resource Director.

### **ARTICLE 32 – LABOR/MANAGEMENT COMMITTEE**

The Employer and the Union have agreed to form a Joint Labor/Management Committee.

The Committee shall meet quarterly.

The Committee shall be comprised of two (2) representatives of the Union and two (2) representatives of the Employer. Additional individuals may be invited to participate with mutual agreement of the parties.

### **ARTICLE 33 - VOLUNTEERS AND INTERNS**

It is the express intent of the parties that non-employee volunteers and interns may be used to perform supplemental services within the bargaining unit. In so using volunteers, they may be assigned the duties of any classification covered by this Agreement.

### **ARTICLE 34 - DISCIPLINE AND DISCHARGE**

Except as set forth in Article 14 - Introductory Periods, an Employee may only be disciplined and/or discharged from employment of the Agency for just cause. Employee(s) may appeal their discipline and/or discharge in accordance with Article 21 - Grievance/Arbitration Procedure.

Notice of discharge, suspension or demotion shall be served in person or by registered mail to the Employee as soon as possible. The notice shall include the following information: (1) statement of the nature of the disciplinary action; (2) the effective date of the disciplinary action; and (3) statement in ordinary and concise language of the reason or reasons for the disciplinary action and the underlying facts or circumstances (i.e., acts or omissions) upon which the action is based. With the permission of the

Employee, the Union Shop Steward and the Union Representative shall receive concurrent notices of any disciplinary actions.

All disciplinary action other than for Introductory Employees, except as provided in Article 14 - Introductory Periods, with cases of alleged discrimination, may be reviewed in accordance with the Grievance Procedures.

An Employee discipline report must be reduced to writing and introduced into the file no later than sixty (60) days after the occurrence or knowledge thereof. Employees shall receive a copy of all work performance related material which is to be included in the permanent file.

In the event that an Employee or Employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a Supervisor, the Employer shall have the right, at its option, to suspend, or discharge the offending Employee or Employees, subject only to the right of the Employee or Employees to have the suspension or discharge treated as a grievance. This shall not act as a stay or suspension or discharge.

All disciplinary actions will be maintained in the employee's official personnel file. Upon request of the employee, written warnings will not be considered in future disciplinary actions after twelve months, if there have been no other discipline during that period.

Notice Of Termination. These rules as to advance notice of termination or compensation in lieu of advance notice apply except in cases of discharge as a result of action not in the best interest of the Employer, as determined by the President/CEO.

(a) All Employees: Up to Eighty Hours.

(b) The CEO/President reserves the right to pay an Employee's salary in full rather than permitting the Employee to work until the termination date if, in the judgment of the President/CEO, this is in the best interest of the Agency.

### **ARTICLE 35 – CONTRACTING OF BARGAINING UNIT WORK**

The Employer will meet and confer with the Union regarding the impacts of laying off employee(s), if the Employer decides to contract bargaining unit work which results in the layoff or the reduction of hours for current employees in the bargaining unit.

### **ARTICLE 36 - NO STRIKE/NO LOCKOUT**

The Union and its Agents will not cause or permit its members to cause any Employee to take part in any strike, sit-down, slowdown, sick-out, stoppage of work or other economic action, in any facility of the Employer, or any curtailment of work, operation or services to be performed or otherwise interfere with the operations of the Employer, or cause or engage in any picketing during the term of this Agreement.

No union officer or representative shall authorize, encourage, or assist, counsel, induce, or participate in any strike or stoppage of work of any facility of the Employer, nor will it participate in, counsel or induce any strike action.

In the event of a work stoppage, other curtailment of operations, picketing, or economic action as described above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to such stoppage, curtailment, picketing or economic action until the same has ceased and work is resumed as regularly scheduled.

The Employer shall have the right to discipline up to and including discharge, any Employee who instigates, participates in or gives leadership to any activity herein prohibited. If the Employer's discipline, in this regard, is challenged through the grievance procedure and it proceeds to arbitration, the arbitrator shall have power to review the reasonableness of the penalties imposed, but may order back pay only upon a finding of innocence on the part of the Employee.

The Employer or its agents will not cause the Employees to be locked out from any facility of the Employer during the term of this Agreement.

### **ARTICLE 37 - ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire Agreement between the parties, and embodies all the terms and conditions governing the employment of Employees in the unit and supersedes all prior Agreements, commitments and practices, whether oral or written, between the Employer and the Union or the Employer and any covered Employees.

### **ARTICLE 38 - AMENDMENTS, ADDITIONS AND WAIVERS**

This Agreement is subject to amendment, alteration or addition only by the subsequent written agreement between, and executed by the Employer and the Union. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Severability. In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions of this agreement.

Any substitute action caused by the application of this Article will be the subject of negotiations between the Employer and the Union.

### **ARTICLE 39 - NOTIFICATIONS AND CORRESPONDENCE**

Notice. Notice required by this agreement shall be served in accordance with the following:

EMPLOYER: President/CEO  
Lincoln Child Center  
1266 14<sup>th</sup> Street  
Oakland, California 94607

UNION: Union Representative  
SEIU, Local 1021  
100 Oak Street  
Oakland, CA 94607

Either party may change the addressee(s) to which notice shall be given by a notice sent in accordance with the provisions of this article, at least seven (7) calendar days prior to implementation of said change.

**ARTICLE 40 - WAIVER OF BARGAINING DURING CONTRACT TERM**

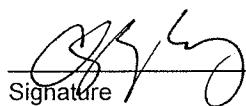
The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE 41 – TERM**

The effective date of the Agreement is when the Agreement has been signed by both parties and all necessary approvals and ratifications have been obtained.

This Agreement shall continue in full force and effect from July 1, 2015 until 11:59 PM on June 30, 2018, at which time the Agreement shall terminate. Either party may give written notice to the other of the desire to renew or renegotiate this Agreement no less than sixty (60) days or more than ninety (90) days before the termination date of this Agreement.

**For Lincoln Child Center**

  
\_\_\_\_\_  
Signature

*Christine Storer-Metz*  
\_\_\_\_\_  
Printed Name


*President and CEO*  
\_\_\_\_\_  
Title

*10/13/15*  
\_\_\_\_\_  
Date

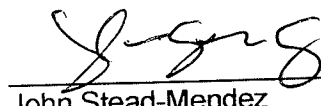
**For Service Employees International  
Union, Local 1021**

 *9/22/15*  
\_\_\_\_\_  
Date

Bishaara Clark  
SEIU Local 1021 Field Representative

 *09/22/15*  
\_\_\_\_\_  
Date

Dana MacPerson  
SEIU Local 1021 Area Field Director

 *9/24/15*  
\_\_\_\_\_  
Date

John Stead-Mendez  
SEIU Local 1021 Executive Director of  
Field & Programs

**SIDE LETTER OF AGREEMENT**  
BETWEEN  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021  
AND  
LINCOLN CHILD CENTER

Regarding  
Service Fee Agreement

\_\_\_\_\_, 2015

The parties shall meet and determine the appropriate date for the service fee election that will be conducted by a neutral third party (Federal Mediation).

Service Fee Agreement

The Employer shall provide the Union with a service fee, in accordance with the below provision, upon a separate election in which 50% plus 1 of the participants in the election vote in favor of a Service Fee Agreement. All individuals employed in classifications in the bargaining unit shall be eligible to participate in the election. If the election is successful, the following shall apply:

1. Eligibility. All full-time, part-time and probationary employees in the classifications in the bargaining unit shall, as a condition of continued employment, become members of the Union, or shall pay a service fee in an amount not to exceed the standard periodic dues of the Union.

2. Compliance.

a) An employee in one of the classes in the bargaining unit, who desires to become a member of Local 1021 may execute a Payroll Deduction Authorization for Membership Dues and thereby become and remain a member in good standing in the Union.

b) An employee in one of the classes in the bargaining unit shall (and, in the case of newly hired employee, within thirty (30) calendar days of employment) execute a payroll deduction authorization form, and thereby pay to the union a service fee in an amount not to exceed the standard periodic dues of the Local 1021 from the employees paycheck.

c) If any current employee fails to authorize one of the above deductions, (or, in the case of a newly hired employee, within thirty (30) calendar days of hire into a classification represented by the union) the Employer shall deduct a service fee in an amount not to exceed the standard periodic dues of the Union from the employee's paycheck.

3. Exemptions.

a) Any employee who is a member of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union. Such employees shall be required, in lieu of service fees to pay an amount



equal to the service fees to a non-religious tax-exempt charity, three such organizations to be mutually agreed upon by the parties.

b) To qualify for the designated charity fee deduction, an employee must certify to the Union that he/she is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting public employee organizations.

4. Union Dues and Service Fee.

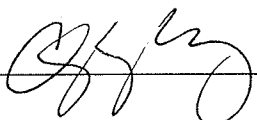
a) During the period SEIU Local 1021 remains the exclusive representative of the classes included in the bargaining unit and to the extent the laws of the State of California permit and as provided in this Article, the Employer will deduct Union dues or service fee based upon the amounts supplied by the Union.

b) Changes in the amount of the monthly membership dues or service charge also must be delivered to the Employer at least thirty (30) calendar days prior to the first payday of the calendar month before the change will become effective.

c) All sums deducted by the Employer shall be remitted to the Union at an address given to the District by the Union, once each month, together with a list of names, mailing addresses and the amount deducted for each employee for whom a deduction was made along with the designation of the employee's membership or fee payer status.

d) The Employer shall not be liable to the Union by reason of the requirements of this Section for the remittance of payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Section, or in reliance on any list, notice, certification or authorization furnished under this Section. The Union agrees to refund to the Employer any amount paid to it in error.

**For Lincoln Child Center**



Christine Stoner-Mertz

President and CEO

\_\_\_\_\_

Date: 10/12/15

**For Service Employees International Union, Local 1021**



Bishaara Clark  
SEIU Local 1021 Field Representative

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**REMINDER FOR MANAGEMENT: Item/s to be Done**

The Employer will provide the Union with a letter explaining the Employers commitment to providing newly hired employees into the Intervention Specialist classification series with shadowing opportunities.





Service Employees International Union – Local 1021

100 Oak Street  
Oakland CA 94607  
MRC – 1-877-687-1021  
Fax – (510) 451-6928

Worksite Organizer \_\_\_\_\_

Union Steward \_\_\_\_\_

Telephone Number \_\_\_\_\_