

Agreement Between

THE VIA CENTER

And

**LOCAL 1021
SERVICE EMPLOYEES INTERNATIONAL
UNION, CTW**

September 1, 2014 through August 31, 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."

Table of Contents

PREAMBLE	- 1 -
AGREEMENT	- 1 -
PURPOSE OF THE AGREEMENT	- 1 -
ARTICLE 1	- 1 -
SECTION 1	- 1 -
<i>BARGAINING UNIT</i>	- 1 -
ARTICLE 2	- 1 -
SECTION 1	- 1 -
<i>EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION</i>	- 1 -
SECTION 2	- 2 -
<i>POLICY AGAINST HARASSMENT</i>	- 2 -
SECTION 3	- 2 -
<i>AMERICANS WITH DISABILITIES (ADA)</i>	- 2 -
ARTICLE 3	- 2 -
SECTION 1	- 2 -
<i>CONTENTS</i>	- 2 -
SECTION 2	- 3 -
<i>RESPONSES</i>	- 3 -
SECTION 3	- 3 -
<i>RELEASE</i>	- 3 -
SECTION 4	- 3 -
<i>INSPECTION</i>	- 3 -
SECTION 5	- 3 -
<i>REVIEW OF DISCIPLINES</i>	- 3 -
SECTION 6	- 3 -
<i>PUBLIC DISPLAY</i>	- 3 -
ARTICLE 4	- 3 -
SECTION 1	- 3 -
<i>UNION STEWARDS</i>	- 3 -
SECTION 2	- 4 -
<i>UNION ACCESS</i>	- 4 -
SECTION 3	- 4 -
<i>INFORMATION REQUESTS</i>	- 4 -
SECTION 4	- 4 -
<i>MEETINGS</i>	- 4 -
SECTION 5	- 4 -
<i>NEW EMPLOYEES</i>	- 4 -
SECTION 6	- 4 -
<i>UNION BULLETIN BOARD</i>	- 4 -
SECTION 7	- 5 -
<i>EMPLOYEE LISTS</i>	- 5 -
ARTICLE 5	- 5 -
SECTION 1	- 5 -

UNION MEMBERSHIP, INITIATION FEES, AND DUES	- 5 -
SECTION 2	- 5 -
GOOD STANDING	- 5 -
SECTION 3	- 5 -
SERVICE FEES	- 5 -
SECTION 4	- 5 -
COMPLIANCE	- 5 -
SECTION 5	- 5 -
DEDUCTIONS	- 5 -
SECTION 6	- 6 -
CHARITABLE CONTRIBUTIONS	- 6 -
SECTION 7	- 6 -
INDEMNIFICATION	- 6 -
SECTION 8	- 6 -
COMMITTEE ON POLITICAL EDUCATION (COPE) DEDUCTIONS	- 6 -
ARTICLE 6	- 6 -
SECTION 1	- 6 -
SENIORITY DEFINED; SERVICE INTERRUPTIONS	- 6 -
SECTION 2	- 7 -
SENIORITY LISTS	- 7 -
ARTICLE 7	- 7 -
SECTION 1	- 7 -
DEFINITION	- 7 -
SECTION 2	- 7 -
NOTICE OF LAYOFF	- 7 -
SECTION 3	- 7 -
RECALL	- 7 -
SECTION 4	- 8 -
POSTING AND FILLING VACANCIES	- 8 -
ARTICLE 8	- 8 -
SECTION 1	- 8 -
STANDARDS OF CONDUCT	- 8 -
SECTION 2	- 8 -
DISCIPLINARY PRACTICES	- 8 -
SECTION 3	- 9 -
JUST CAUSE	- 9 -
SECTION 4	- 9 -
DISCIPLINARY REPRESENTATION	- 9 -
SECTION 5	- 9 -
SECTION 6	- 9 -
DISCIPLINARY RECORDS RETENTION	- 9 -
ARTICLE 9	- 10 -
SECTION 1	- 10 -
GRIEVANCE AND ARBITRATION	- 10 -
ARTICLE 10	- 10 -
SECTION 1	- 10 -
FULL-TIME EMPLOYEES	- 10 -
ON-CALL SUBSTITUTE EMPLOYEES	- 11 -

SECTION 2.....	- 11 -
<i>HOURS OF WORK</i>	- 11 -
SECTION 3.....	- 11 -
<i>WEEKLY SCHEDULE</i>	- 11 -
SECTION 4.....	- 11 -
<i>PREMIUM PAY</i>	- 11 -
SECTION 5.....	- 11 -
<i>MEAL AND REST PERIODS</i>	- 12 -
ARTICLE 11	- 12 -
SECTION 1.....	- 12 -
<i>WAGES AND PAY RATES</i>	- 12 -
SECTION 2.....	- 13 -
<i>BILINGUAL PAY</i>	- 13 -
ARTICLE 12	- 13 -
SECTION 1.....	- 13 -
<i>MEDICAL, DENTAL, AND VISION BENEFITS</i>	- 13 -
<i>Cal-COBRA (Benefits Continuation)</i>	- 13 -
SECTION 2.....	- 14 -
<i>PAID TIME OFF (PTO)</i>	- 14 -
ARTICLE 13	- 14 -
SECTION 1.....	- 14 -
<i>TRAINING</i>	- 14 -
SECTION 2.....	- 15 -
<i>SAFETY</i>	- 15 -
SECTION 3.....	- 15 -
<i>LABOR-MANAGEMENT COMMITTEE</i>	- 15 -
SECTION 4.....	- 16 -
<i>SAVINGS CLAUSE</i>	- 16 -
SECTION 5.....	- 16 -
<i>TERM OF AGREEMENT</i>	- 16 -

Preamble

Agreement

This Agreement is entered into this ___ day of _____, by and between The Via Center (hereinafter referred to as "Via Center" and Local 1021 of Service Employees International Union, CTW, CLC (hereinafter referred to as the "Union") for the employees of the Via Center School covered by this agreement.

Purpose of the Agreement

It is the intent and purpose of the Parties hereto to set forth herein the obligations of the Parties to their Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties hereto for the employees of Via Center in the Bargaining Unit as set forth in Article I.

The parties to this Agreement declare and establish these terms and conditions of employment set forth herein to be mutual expressions of understanding reflecting a shared commitment to fair and equitable employment practices. The parties jointly acknowledge their commitment to mutually supportive relations, bearing in mind their respective roles as advocates for individuals with developmental disabilities is best promoted through the assurance of fairness, dignity and respect to all.

Article 1

Section 1

BARGAINING UNIT

The Employer recognizes the Union as the sole and exclusive bargaining representative, pursuant to Certification of Representation dated April 30, 2012, in NLRB Case No. 32-RC-076618 for the following classifications of employees.

All regular full-time Instructional Aides, Teacher Assistants, and Substitutes employed by Via Center at its California facilities.

Article 2

Section 1

EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION

Via Center School is an Equal Employment Opportunity employer. In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications, and abilities, not on any mental or physical disability. This Company complies with the law regarding "reasonable accommodation" for disabled employees and applicants.

Via Center School does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, ancestry, mental or physical disability, sexual orientation, medical condition, genetic information, marital status, veteran status or any other characteristic protected by law.

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment.

Employees who have questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of management and/or a Union steward.

Section 2

POLICY AGAINST HARASSMENT

The Via Center and the Union agree that no employee should be subject to sexual, physical, verbal, or other harassment in the workplace. The Via Center agrees to take aggressive steps to investigate and remedy any reported incidents of harassment that may lead to a hostile work environment. This extends to any form of retaliation against any employee who reports unwelcome, inappropriate, or unlawful conduct or who cooperates in the investigation of such reports. A comprehensive policy and procedure that applies to all employees at Via Center School complies with Federal and State law is in Section 1.8 of the Via Center School Employee Handbook.

Section 3

AMERICANS WITH DISABILITIES (ADA)

An employee who feels he/she may be disabled in any way should notify their supervisor, the Administrator or the Director in writing as soon as possible. The required submittal form can be obtained from the administration office. Once the form is submitted, Via Center will make every effort to open up a "dialogue" with the employee in an attempt to determine whether it can make a "reasonable accommodation" for their disability.

At no time will the Company discriminate, harass, or retaliate in any way against you for making your accommodation request. Any type of harassment or discrimination whether real or perceived should be reported to management and/or a Union steward.

Article 3

Section 1

CONTENTS

All records, forms, reports and other materials in the following categories relating to the individual's employment shall be maintained by the Employer in a single personnel file:

- Employment application and/or resume.
- Payroll authorization forms.
- Records reflecting a change in payroll rate, date of seniority, and other changes such as name change, date of birth, and correction of social security number.
- Notices of commendation, warning, discipline, or termination.
- Notices of layoff, leave of absence, and similar matters.
- Wage attachments or garnishment notices.
- Notices of union requirements and membership.
- Education and training notices and records.
- Test results (tests associated with the job).
- Performance appraisal or interview evaluation ratings.
- Attendance and absence records.
- Promotion recommendations.
- Production, quality and other individual records.
- Records of grievances affecting employment status.
- Records comparing employee with other employees.

Section 2

RESPONSES

An employee may attach a written response to any material relating to evaluation of performance, behavior or discipline in the personnel file.

Section 3

RELEASE

Via Center agrees to release only the period of an employee's service, job title, and salary, upon written authorization of the employee, with the understanding that individuals can give personal references.

Section 4

INSPECTION

Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains concerning the employee.

By requesting an appointment with the administrator or the Director an employee may inspect their own personnel file when they are not with a student. An employee may submit a written request and will be given a copy of their file **within 5 business days of the request**. If an employee requests additional copies of any document, a reasonable fee will be charged.

Section 5

REVIEW OF DISCIPLINES

An employee shall be provided a copy and have the opportunity to review, sign, and date any written disciplines to be included in the file except routine matters chronicling job and pay changes. An employee's signature denotes receipt of the copy only and not agreement with the content.

Section 6

PUBLIC DISPLAY

Negative information regarding any individual employee's performance shall not be publicly displayed, except as may otherwise be required by law or court order. In no way does this section preclude the Employer from publicly recognizing positive employee performance.

Article 4

Section 1

UNION STEWARDS

Via Center agrees to recognize up to three Union Stewards as the Union determines. The Union will provide Via Center with the names of the Stewards and will notify the Employer of any changes in writing.

Via Center agrees that there shall be no discrimination against authorized stewards because of their union activity.

RELEASED TIME FOR GRIEVANCE PROCESSING

Via Center shall provide the Union with up to 2 hours per school-month or 22 hours per school-year of released time to be shared by the stewards for union-work to be done without loss of compensation. These hours shall be used solely for the processing of grievances below the level of arbitration. A unit member released for these purposes shall suffer no loss of pay or deduction from another type of leave.

Section 2

UNION ACCESS

On condition that sufficient prior arrangements with the Administration are made to ensure student safety, authorized staff representatives of the Union shall be permitted access to Via Center's facilities during working hours for the purpose of verifying that the terms and conditions of this Agreement are being carried out, meeting with management, observing conditions with reference to any complaint, dispute, grievance or other such matters involving the relations between the parties, and for the purpose of conferring with employees. The representative shall be allowed to meet in private when conferring with an employee.

Section 3

INFORMATION REQUESTS

Via Center shall provide the Union upon request all reasonable and relevant information, materials, and documents necessary for the purpose of verifying that the terms and conditions of this Agreement are being carried out.

Section 4

MEETINGS

Union members may meet at Via Center occasionally, as long as it is not when students are present, not past 5 pm, and does not interrupt work duties.

Section 5

NEW EMPLOYEES

By the beginning of training, management will give a new staff member a union-provided information packet that communicates the contract, his/her obligations and rights, and will refer her/him to the union steward, who will inform her/him about the contract and their rights.

Section 6

UNION BULLETIN BOARD

The Union will provide a locked bulletin board that will be mounted in the employee break room on the wall behind the door. The bulletin board shall be exclusively for posting notices officially authorized by the Union. Management will get a copy of all material to be posted in advance of the posting.

Section 7

EMPLOYEE LISTS

The Employer shall provide the Union with a list of all regular employees in the bargaining unit annually or upon request. The list shall include the name, address, zip code, telephone number, classification, wage rate and date of hire. The Employer shall provide the Union with a yearly list of new hires, terminated employees and the employees on leave of absence.

Article 5

Section 1

UNION MEMBERSHIP, INITIATION FEES, AND DUES

It shall be a condition of employment that all present employees covered by this Agreement shall become and remain members of the Union in good standing, or tender to the Union the Union dues and initiation fees customarily required of members, in the manner provided for in this Agreement ("the service fee payment") within 30 days of execution of this Agreement. Future employees covered by this Agreement shall become and remain members of the Union in good standing within 30 days of the date of hire.

Section 2

GOOD STANDING

Members in good standing shall be defined as members of the Union who tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership.

Section 3

SERVICE FEES

Service fee payment shall not exceed the standard initiation fee and periodic dues uniformly required of Union membership for representation on matters of wages, hours, and other terms and conditions of employment.

Section 4

COMPLIANCE

Upon written notice to the Employer from the Union, and upon examination of documentary proof that an employee has failed to comply with this Section, the Employer shall provide the employee with 30 days written notice and terminate the employment of such employee if the employee has failed to comply with this Section at the expiration of the 30-day period.

Section 5

DEDUCTIONS

The periodic Union dues, fees, and other assessments will be deducted from the employee's paycheck upon submission to the Employer of a properly written authorization by the employee. Other assessments include, but are not limited to, periodic payments to the SEIU Committee on Political Education (COPE), as provided under Section 8.

Section 6

CHARITABLE CONTRIBUTIONS

Notwithstanding Section 1 of this Article, any employee who holds a bona fide conscientious objection to joining or financially supporting labor unions shall be exempt from Union membership and/or the equivalent service fee requirements of this Article; provided, however, that such an employee shall be required to pay sums equal to the regular Union dues as a charitable donation to any of the three non-profit organizations listed below that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

United Way, Red Cross, Dr's. with-out Borders

Such payments shall be deducted from the employee's paycheck upon submission to the Employer of a properly written authorization by the employee.

Section 7

INDEMNIFICATION

The Union shall indemnify and hold the Employer harmless against all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

Section 8

COMMITTEE ON POLITICAL EDUCATION (COPE) DEDUCTIONS.

The Employer hereby agrees to honor contribution deduction authorizations from its employees who are union members who submit a form provided by the Union that includes the following:

- The amount and frequency of the deductions;
- That the deduction is voluntary and not a condition of membership or employment;
- That the members will not be favored or disfavored by contributing or not contributing any amount;
- That the member may refuse to contribute without reprisal;
- That the Union will use the money for political purposes, including but not limited to making contributions and expenditures for candidates for federal, state, and local offices and for addressing political issues of public importance;
- That contributions are not deductible as charitable contributions for federal income tax

Article 6

Section 1

SENIORITY DEFINED; SERVICE INTERRUPTIONS

Seniority is defined as continuous employment with the Employer regardless of job classification or department measured from date of hire as a full-time employee. The length of service shall be broken if an employee:

- a) Resigns his or her employment;

- b) Is discharged for just cause;
- c) Is laid off and not recalled for a period of one year;
- d) Fails to respond within one (1) week to a request to return from layoff and fails to return to work at the end of one (1) additional weeks' time;
- e) Retires.

Section 2

SENIORITY LISTS

Seniority Lists shall be kept by the Administration and shall be available for review by any employee upon request. The Employer shall also provide the Union or an employee with an updated seniority list upon request.

Article 7

Section 1

DEFINITION

A layoff is any reduction in force or involuntary reduction of hours.

The Employer may lay off a regular full-time or substitute employee due to lack of funds or lack of work. Layoff order will be: first Substitutes, then Instructional Aides, then Teacher's Assistants. Probationary employees within a classification will be laid off prior to layoff of regular employees within that classification.

Layoff in a classification will occur in inverse order of seniority; that is, the least senior employee in the classification in which the layoff occurs shall be the first laid off. In the event that two employees have an identical date of hire, the employee with the most hours worked as a substitute shall be considered the senior.

Section 2

NOTICE OF LAYOFF

The Employer will give as much notice as possible.

Section 3

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. At the time of reinstatement, employees recalled from layoff shall be restored to their previous salary steps, vacation and sick leave accrual rates, salary anniversary dates, and seniority dates. They shall be credited with all previously accrued PTO.

Employees on layoff status shall be notified by mail and email of all Via Center job openings for a period of one year from the date of layoff.

Section 4

POSTING AND FILLING VACANCIES

All open positions covered by this agreement shall be posted in the employee break room for at least fourteen (14) calendar days before being filled. All employees who feel they are qualified are encouraged to apply to the director or designee in writing before the position is filled.

Substitute positions may be filled immediately upon posting with either an internal or external applicant.

All internal applicants for a vacant position shall be interviewed. For permanent positions all internal applicants must be disqualified before an external applicant is hired. In the event two (2) or more internal applicants are equally qualified the most senior applicant will be selected. Upon request management will meet with an internal applicant who is not qualified and explain what is needed to qualify in the future.

Article 8

Section 1

STANDARDS OF CONDUCT

Regardless of classification, status or length of service, all employees are expected to meet and maintain Via Center standards for job performance and behavior.

Although there is no way to identify every possible violation of standards of conduct, the following infractions may result in disciplinary action up to and including termination

- ☐ Falsifying an employment application, timecard, personnel document, or other document, or otherwise providing false information.
- ☐ Unauthorized possession of Via Center property, gambling, carrying weapons or explosives, or violating criminal laws.
- ☐ Fighting, throwing objects, horseplay, practical jokes, or other conduct which may endanger the wellbeing of any employee on Via Center premises.
- ☐ Engaging in acts of dishonesty, fraud, theft, or sabotage.
- ☐ Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees.
- ☐ Insubordination, refusal to comply with instructions, or failure to perform duties which are assigned.
- ☐ Unauthorized use or misuse of Via Center material, time, equipment, or property.
- ☐ Damaging or destroying Via Center property due to careless or willful acts.
- ☐ Performance which does not meet the requirements of the position, including excessive absences or tardiness.
- ☐ Negligence in observing fire prevention and safety rules.
- ☐ Other circumstances for which Via Center determines corrective action is warranted.

Section 2

DISCIPLINARY PRACTICES

The following are general guidelines. However, steps may be repeated or skipped if warranted.

Step No. 1: Oral warning with documentation in the individual's personnel file.

Step No. 2: Written warning to individual and copy to personnel file.

Step No. 3: Written warning with suspension without pay – documentation to personnel file.

Step No. 4: Termination

These guidelines are based on cumulative infractions, regardless of whether the infraction is of the same general nature as a previous warning. It is the right of the Via Center administration to skip any of the steps if warranted.

Section 3

JUST CAUSE

When applying discipline, Via Center will consider the following circumstances to determine a cause for disciplinary action:

1. Has the employee been forewarned of the consequences of his or her actions?
2. Are the employee's actions violations of rules reasonably related to business efficiency and performance that Via Center reasonably expects from the employee?
3. Has an effort been made prior to any disciplinary action to determine whether the employee has committed the acts or violations and is guilty as charged?
4. Has the investigation been conducted fairly and without discrimination?
5. Does Via Center have substantial evidence of the employee's guilt?
6. Are the rules being applied fairly and without discrimination?
7. Is the degree of discipline reasonably related to the seriousness of the employee's offense and the employee's past record?

Section 4

DISCIPLINARY REPRESENTATION

VIA Center will inform employee of their Weingarten right to have a Union Steward and/or Union Field Representative present at any disciplinary meeting or investigatory interview which the employee reasonably believes may result in discipline. No employee shall be disciplined as a result of a meeting where the employee was denied the presence of a Union Steward or Union Field Representative. Employees choosing not to have union representation must waive the right in writing

Section 5

The Employer shall give the employee a copy of any written disciplinary action at the time of the action. If it is impossible to provide a copy to the employee in person, the Employer may comply with the requirement by posting a copy to the employee at the employee's last known address (by certified mail, return receipt requested). The time limit for filing a grievance will commence upon receipt of the notice by the employee. The Employer shall not use written reprimands to support a personnel action, suspension or discharge unless the above referenced requirements were met.

Section 6

DISCIPLINARY RECORDS RETENTION

Documents that relate to disciplinary actions will be maintained in personnel files, available to the employee upon request, and used for the purposes of arbitration, litigation, defense of any claims, threatened litigation, or responding to court orders or subpoenas.

Article 9

Section 1

GRIEVANCE AND ARBITRATION

In the event of a dispute between the Union and the Employer concerning the interpretation or application of any provision of this Agreement, the Union may file a grievance in writing against the Employer. A grievance arising from a disciplinary action including a verbal or written warning, suspension or discharge shall be filed within seven (7) calendar days of the issuance of the disciplinary action. All other grievances must be filed within fourteen (14) days of the date the Employee knew of or with reasonable diligence should have known of the issue. Grievances shall be processed in accordance with the following procedure:

Step 1

Within five (5) calendar days after the submission of a timely written grievance as set forth above, the Employee's Supervisor, the Employee and the Union Steward shall meet informally in a good faith effort to resolve the problem.

Step 2

If the problem cannot be resolved in Step 1 above, within five (5) calendar days of the Employer's decision in Step 1 the Union shall submit a further written grievance to the Employer's Director or his/her Designee. The Director/Designee shall meet with the Union and the Employee within fourteen (14) calendar days of the submission of the further written grievance in an effort to resolve the grievance. The Director/Designee shall render a written decision within seven (7) calendar days of the meeting. If the grievance is not satisfactorily resolved in this Step 2, the matter shall proceed to binding arbitration in accordance with the Arbitration Procedures set forth below.

Within seven (7) calendar days of the issuance of the decision of the Director/Designee, the Union may, by written notice, request that the grievance be submitted to arbitration.

1. Selection of an Arbitrator – Upon written request to submit the matter to arbitration, the parties shall meet within fourteen (14) calendar days to select a neutral arbitrator. In the event the parties are unable to agree upon an arbitrator the Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the panel from FMCS the parties shall meet within seven (7) calendar days to strike names from the panel until such time as on (1) name remains who shall sit as the arbitrator. The parties shall flip a coin to determine which party will strike the first name from the panel and shall proceed by alternately striking names until one name remains.
2. Expenses – The expense of the arbitrator and the court reporter, if any, shall be shared equally between the Union and the Employer. The parties shall bear the cost of their own representatives (attorneys) and witnesses.
3. Authority of the Arbitrator – The arbitrator selected shall not have the authority to add to, subtract from, change, alter or otherwise modify any of the terms of this Agreement. The decisions of the arbitrator shall be final and binding on the parties.

Article 10

Section 1

FULL-TIME EMPLOYEES

Full-time employees are defined as those employees who are scheduled to regularly work a minimum of 30 hours per week. A full-time employee qualifies for the complete range of benefits set forth in this Agreement.

ON-CALL SUBSTITUTE EMPLOYEES

On-call employees are defined as those employees who are not regularly scheduled to work and are hired on an as-needed basis or on-call. They are not eligible for any benefits other than those required by law. Upon completion of 760 hours of work and all training listed in Article 13, Section 1, Training all On-Call Substitute employees shall be increased to the same hourly wage as full time I.A.'s as set forth in Article 11, Section 1, Wages. On-call substitute employees shall be paid for employer provided training.

Section 2

HOURS OF WORK

The established workweek for non-exempt employees at Via Center is Sunday through Saturday, inclusive. The established workday is a twenty-four (24) hour period, which begins at 12:00 a.m. and ends at 11:59 pm. 6 hours of work, exclusive of an unpaid meal period, constitutes the normal workday. (Conditional upon an across the board additional dollar hourly increase in wages.)

An employee will be paid for all hours worked. Subject to Via Center's time-clock policy, pay for time worked will be computed from the time an employee clocks in for work until the employee is effectively released from duty and clocks out. If an employee is scheduled to work, and reports for duty but is sent home before the completion of the school day due to lack of work, they will be paid a minimum of 3 hours.

Section 3

WEEKLY SCHEDULE

Via Center is open Monday through Friday, excluding holidays. The school opens at 8:30 am and closes at 4:00 pm.

The weekly staff schedule is as follows:

Mon	Tues	Weds	Thurs	Fri
9:00-2:30 – School in session				
2:30 – 3:00 – Staff admin & housekeeping duties				

All new employees will sign a waiver to not have a lunch break.

Section 4

PREMIUM PAY

You must have prior approval from administration before working any overtime. Via Center will follow all state and federal laws governing payment of premium pay.

In no event will overtime or premium pay be duplicated or pyramided (i.e., no payment of a premium rate for the same hours worked more than once). Hours paid, but not worked, will not be considered hours worked for the purpose of calculating overtime.

Section 5

MEAL AND REST PERIODS

A fifteen (15) minute rest period is assigned to each individual on each school day, its exact time dependent on operational needs and the schedule for that day.

It is the express policy of Via Center that an employee takes these required rest periods. If an employee believes he/she is unable to take a rest period, he/she must speak with his/her Supervisor, the Teacher, the Administrator or the Director if possible. They will ensure that the required rest period is given. Any failure to take a required rest period, or to speak to the Supervisor, the Teacher, the Administrator or the Director, if possible, concerning one's inability to take the required rest period, will be considered a violation of Via Center policy.

Employees who wish to waive a meal period will submit a signed "Meal Period Waiver" form to the administration. This will remain on file in their personnel folder unless and until the employee rescinds his/her waiver.

Article 11

Section 1

WAGES AND PAY RATES

The following are hourly wages for the regular full-time Instructional Aides, Teacher Assistants and On-Call Substitutes:

Job Classification	Hourly Rate
On-Call Substitute (Sub) first 760 hrs. worked	13.00
On-Call Substitute (Sub) after 760 hrs. worked	14.00
Instructional Aide (IA)	14.00
Teacher Assistant (TA)	16.50

All employees paid above the negotiated rates shall be red circled.

STIPENDS

Art Director - \$60 per pay period

Busses and Transportation - \$50 per pay period

Job Coach - \$100 per pay period

Recycling - \$40 per month

Educational Materials – regular pay for additional hours not to exceed 12 hours per month

REOPENER

Annually, upon publication of the daily rate per student, there will be a wage rate opener to negotiate possible changes to the hourly rate of pay. Changes will be based on revisions to the daily rate paid by the districts for each student, the number of students enrolled and the general fiscal picture at Via Center.

PAYROLL

Staff payroll checks are issued semi-monthly, on the 26th for the period of the 1st through the 15th, and on the 10th for the period of the 16th through the end of the month.

UNDERPAYMENT OR NONPAYMENT PROBLEMS

If an employee receives no check or their check is short of the total due for that pay period, the full check or a correcting payment shall be issued as quickly as possible, but no later than the end of the next school day. Any under- or over-payment due to an employee's failure to follow time-keeping procedures and procedures for reporting problems will be corrected on the check for the following pay period, except when that pay period is interrupted by school closure, in which case any underpayment will be corrected within the subsequent 5 business days.

Section 2

BILINGUAL PAY

Each bargaining unit member responding to administrative request to communicate with parents or students, or provides oral or written translation for the benefit of parents, students, or Via Center; for no less than 5 minutes shall receive Bilingual Pay in the amount of \$50.00, for any single day.

Article 12

Section 1

MEDICAL, DENTAL, / VISION BENEFITS

Upon completion of 6 months all eligible full-time employees may be eligible for coverage by Via Center's group medical, dental/vision plan.

Via Center will pay 100 percent of the premium.

At your option, you may add your eligible dependents to the above mentioned program with the premium being paid by you.

Coverage starts the first day of the month following completion of 6 months of continuous employment. A full summary plan description is available in the office.

Cal-COBRA (Benefits Continuation)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives you and your beneficiaries the opportunity to continue health insurance coverage under (Via Center's) health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in your hours or a leave of absence; your divorce or legal separation; you become entitled to Medicare; or a dependent child no longer meets eligibility requirements.

Under COBRA (Cal-COBRA), you or your beneficiary pays the full cost of coverage at (Via Center's) group rate plus an administration fee. Via Center provides you, if eligible, with a written notice describing rights granted under COBRA (Cal-COBRA) when you become eligible for coverage under (Via Center's) health insurance plan. The notice contains important information about your rights and obligations.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) limits the circumstances under which coverage may be excluded for medical conditions present before you become eligible to enroll or are enrolled in health coverage that excludes coverage for preexisting medical conditions. You are entitled to a certificate that will show evidence of your prior health coverage.

Additional continuation coverage is available under California law for employees and qualified beneficiaries, which supplements COBRA continuation coverage. Written notice will be provided to you, if eligible, regarding important information about your rights and obligations.

Section 2

PAID TIME OFF (PTO)

Paid Time Off is a benefit for eligible employees, and is to be used for illness, medical and dental appointments, personal time off, and vacations.

Eligibility:

Employees who are classified as regular full time employees are eligible to earn PTO.

Accumulation:

Eligible employees begin to accrue PTO on the first day of employment as a full-time employee. Subject to administration approval, time off may be scheduled as soon as it is earned.

Maximum Accrual:

PTO hours can accumulate to a maximum of 108 hours. If an employee reaches his/her maximum, no additional PTO will be earned until PTO has been taken. Eligible employees earn one (6 hour) PTO day on the first of every month when school is in session, and one additional PTO day when reporting back to work at the beginning of the new school year.

Usage:

Employees may use PTO as soon as it is earned, subject to administration approval. Employees are encouraged, however, to accumulate sufficient hours to cover an illness before using PTO for vacation.

Time off for any reason, including PTO, holidays, medical leave, and personal leave, will not be considered hours worked for overtime purposes.

Any requests for using PTO for more than one day of personal time must be put in writing and need to be signed by both your immediate supervisor and an administrator. All requests need to be completed ten (10) working days before the start of requested time off.

PTO Pay at Time of Termination:

If you resign or are terminated by the Company for any reason during your employment, you will receive accrued and unused PTO benefits.

Article 13

Section 1

TRAINING

Via Center's policy is to encourage staff members to become increasingly better qualified to perform their tasks. These goals cannot be accomplished without the cooperation and dedication of everyone.

Moreover, the Union and Via Center recognize that good training is necessary for student and staff safety. Employees must participate in periodical mandatory scheduled staff trainings, which will be considered to be paid time.

In addition, Via Center will provide mandatory training in CPR, Basic First Aid, Crisis Prevention Intervention, and ABA Therapy, and other areas in which certification is required, every six months, so that employees who are unable to receive the training in the first part of the year can receive it in the second part. Such training will meet legal standards at a minimum. Trainers will be fully qualified, and all staff must receive the minimum number of hours of training in every required area. Any expense of required training will be borne by Via Center.

Section 2

SAFETY

The Employer will make every reasonable effort to provide a safe working environment for Employees. Staff shall address any safety concerns to their immediate supervisor. If the immediate supervisor does not respond within a reasonable timeframe in a way that is satisfactory to the employee, the employee is free to take their concerns to the next level without negative consequences. The topic of improving safety and related preventative measures such as safe staffing levels and training will be discussion items at the Labor Management Committee.

Whenever accidents result in injury, regardless of how insignificant the injury may appear, you should immediately notify the Administration. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Section 3

LABOR-MANAGEMENT COMMITTEE

The Employer and the Union agree that mutual interests are advanced in a climate of respect, mutuality, and open communication. Therefore, the Parties hereto agree to establish a Joint Labor-Management Committee. The Committee shall meet quarterly during the normal school year, or more or less frequently upon mutual agreement, to discuss mutual concerns about the following;

1. Injury prevention and workplace safety issues;
2. Program improvement; and
3. Promoting a healthy work environment;
4. Employee safety;
5. Fundraising and grant writing;
6. Training

The Labor-Management Committee process shall not either expressly or impliedly result in any obligation to reopen any of the terms of this Agreement or otherwise require either party to bargain with the other with respect to the subjects herein.

Composition of the Committee shall be:

1. Two (2) from the Union; and
2. Two (2) from the Employer.

Employees participating in the Labor-Management Committee from the bargaining unit shall do so on a voluntary basis and shall not be paid by the Employer for the voluntary participation in the Committee.

The Labor-Management Committee process shall not be subject to the Grievance/Arbitration provisions of this Agreement.

Section 4

SAVINGS CLAUSE

This agreement is the sole and complete agreement between the Employer and the Union with respect to the matters contained herein. If any provision of this Agreement is determined to be invalid or unenforceable by a court or agency of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect.

Section 5

TERM OF AGREEMENT

This Agreement shall become effective September 1, 2014 and shall remain in full force and effect to and including August 31, 2016 and shall continue from year to year thereafter provided, however, that either party may serve written notice of the other at least ninety (60) days prior to August 31, 2016 or any subsequent August 31, of its desire to amend, modify or terminate this Agreement. There shall be no opening of any kind for any purpose during the term of the Agreement

VIA CENTER

Kris Welch 15 Oct 15
Name Date
Management *bd. pres*

Maria Hines 10-15-15
Name Date
Management *Secy - Treasury*

John D. Welch 10/20/15
Name Date
Management

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, CTW

Bishaara Clark 9/22/2015
Name Date
SEIU Local 1021 Field Representative

Dana MacPerson 09/22/15
Name Date
SEIU Local 1021 Area Field Director

John Stead-Mendez 9/24/15
Name Date
SEIU Local 1021 Executive Director of
Field & Programs



NO



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

Field Representative _____

Union Steward _____

Telephone Number _____