

MBU AGREEMENT
between Movement Builders Union and
Miguel Contreras Foundation
Date, 2019 to Date, Year

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This Agreement is made and entered into by and between the Miguel Contreras Foundation (“Employer” or “MCF”) and the Movement Builders Union (“Union” or “MBU”). Employer and Union are hereinafter referred to, collectively, as the “Parties,” and individually as the “Party.”

ARTICLE 1 - RECOGNITION

Section 1.1. The Employer agrees to recognize the Union as the exclusive bargaining representative of all professional program staff employed by the Employer.

ARTICLE 2 - JURISDICTION

Section 2.1. This Agreement covers all “professional, programmatic, and administrative” employees of the Employer in the following departments: Administration/Operations, Workforce Development, Worker Education, and Worker Engagement. This does not include Independent Contractors. “Temporary Employees”, defined as any employee hired for a specific project for a term not to exceed twelve (12) months and those employees hired for terms to cover leaves of absence, are included in the bargaining unit, but they shall not be covered by the following Articles: Articles 14.7, 18, and 19, except as required by law. Article 20 shall only apply to Temporary Employees from the date they complete their probation until the date their term expires. The provisions of Article 21 may not be invoked as to Temporary Employees for the purpose of processing grievances involving the meaning, interpretation, and/or application of the Articles specified above. It is the intent of the Employer to use Temporary Employees only for policy, political and special projects as needed, and not to undermine the bargaining unit. The Employer will inform the Union of the period for which the Employer has hired each Temporary Employee as soon as practicable after the Employer hires the Temporary Employee. If the Employer retains a Temporary Employee beyond twelve (12) months, the employee will no longer be considered a Temporary Employee and will be credited for seniority, vacation accrual, salary and all other applicable benefits under this Agreement for their entire service to the Employer, including the period of temporary employment.

Section 2.2. The following are excluded from this Agreement: except as provided in Section 2.3 below, department directors, deputy directors, confidential employees as defined by the National Labor Relations Act, managerial employees as defined by the National Labor Relations Act, and all employees in job classifications currently covered by collective bargaining agreements the Employer holds with other unions.

Section 2.3. Bargaining-unit employees who have the title of director or assistant director as of the effective date of this Agreement shall continue to be covered by the contract and shall maintain the title of director or assistant director while in their current positions. However, if a department comprises more than five (5) bargaining-unit employees, the Employer may remove the respective director or assistant director from the bargaining unit after meeting with the JLMC to discuss the appropriateness of the removal.

ARTICLE 3 - UNION SECURITY

Section 3.1

(A) As a condition of continued employment, all employees covered by this Agreement shall become and remain members in good standing of the Union, or satisfy the financial obligations identified in Section 3.1(B) below, not later than thirty (30) days following the beginning of their employment, or the execution date of this Agreement, whichever is later.

(B) Employees who are subject to Section 3.1(A) above and who elect not to be a member in good standing of the Union can satisfy their financial obligations under Section

3.1(A) above by paying service charges to the Union in an amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

(C) Upon notice from the Union that an employee has not satisfied the requirements of Section 3.1(A), the Employer shall discharge said employee within thirty (30) days after receiving such notice, unless the employee satisfies obligations of Section 3.1(A) prior to the expiration of the thirty (30) day period.

Section 3.2. Within ten (10) days after the effective date of this Agreement, the Employer will provide the Union with a master list of all employees who are covered by this Agreement, giving names, addresses, phone numbers, email addresses, job classification titles, rates of pay, and dates of employment for each employee. Thereafter, the Employer will provide the Union with the same information for each employee that is added to the bargaining unit within five (5) working days of that person beginning work in a bargaining-unit position.

Section 3.3 The Employer agrees to present to new hire employees a checkoff authorization and membership application form, provided by the Union.

Section 3.4 Upon receipt of a signed checkoff authorization form from an employee, the Employer will deduct from each paycheck of such employee the dues, assessments, initiation fees, and service charges, each as designated by the Union, from the wages of such employee, and remit any and all amounts so deducted to the Union, as directed by the Union. The Employer will include with the remittances an alphabetized list of each employee from whom amounts have been deducted, and the amount of deduction for each employee.

Section 3.5 The Employer agrees that the list set forth in this Article shall be submitted in a Microsoft excel spreadsheet or compatible electronic format.

ARTICLE 4 - JOINT LABOR-MANAGEMENT COMMITTEE

Section 4.1. A joint labor-management committee (JLMC) will be established. The Union and the Employer shall choose their own representatives to this committee and each shall choose its own chair.

Section 4.2. By mutual agreement, the committee shall set a regular monthly meeting time, and in no case shall meet less than eight (8) times per year unless by mutual agreement, confirmed in writing.

Section 4.3 The labor management committee will seek to address, prevent, and resolve issues of mutual concern to the Employer and the Union, as well as the employees that the Union represents.

Section 4.4. The committee may take up non-grievance issues that affect the relations of an employee and the Employer, and by mutual agreement may consider matters that are subject to the grievance and arbitration provisions of this Agreement.

Section 4.5. The committee shall seek to jointly report on its discussions (excluding confidential employee matters) to all bargaining-unit employees within ten (10) working days of each meeting.

Section 4.6. The Employer, with the input of the JLMC, will work to develop and enforce policies that will ensure respect and dignity throughout the organization. Respect and dignity shall remain a standing item on the agenda of the JLMC meetings.

ARTICLE 5 - FILLING OF VACANCIES AND WORKLOAD

Section 5.1.

(A) The Parties agree that it is mutually beneficial to communicate regularly around staffing levels and workload through the JLMC process.

(1) When bargaining-unit employees leave their positions, the Parties will

utilize the JLMC to discuss the filling of their vacancies as a standing agenda item.

(2) The Union will provide information and input to the Employer on workload issues that exist, when workload is burdensome or unworkable, when a workload issue is not being addressed by a supervisor or manager, and other information relevant to workload as it relates to meeting the priorities of the Employer.

(3) The Parties may discuss and the Union may make recommendations on a transition plan related to these departures. The Parties may also discuss whether job descriptions require review after workload allocation discussions.

(4) In the event JLMC meetings are not occurring with regularity, relevant requested information will be shared in writing.

(B) The Employer recognizes the importance of seniority and the desirability of filling vacancies by promotion or transfer and, accordingly, will give current bargaining-unit employees the first opportunity to apply for a vacancy in a different position, subject to any recall requirements.

Section 5.2. For the purpose of this Article, the term "vacancy" means any existing position that is unfilled that management has determined will be posted with the intent to fill. Within fifteen (15) working days after a final decision has been made regarding a position, the Employer either will post the position to be filled consistent with the provisions of this Article or will notify the Union of the Employer's intentions as to the vacant position, in which event the Employer will meet with the Union upon request to discuss.

Section 5.3. When the Employer is filling a vacancy, the Employer shall post the opening for five (5) working days prior to advertising the position to non-bargaining-unit employees. The vacancy will be posted and filled at the grade level on the job description developed pursuant to Exhibit "A" and Exhibit "E".

Section 5.4. Postings for vacancies shall be written by the Employer and shall specify the minimum qualifications (e.g., experience, education, and skills) for the position. The Parties recognize that some positions may require special skills or qualifications. Those skills and qualifications shall be directly linked to the successful performance of the job in accordance with the job evaluation system.

Section 5.5. When qualifications and experience are relatively equal, the senior bidder shall be awarded the position.

Section 5.6.

(A) Probationary period: All employees shall be probationary employees for the first ninety (90) days of employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances related to any alleged retaliation for union activity.

(B) In the event a vacancy is not filled with a bargaining-unit employee, the Employer may hire a new employee at no more than one (1) grade level below the posted grade level of the position. Any employee hired at a grade level below the posted grade level shall receive advancement after one (1) year to the posted grade level unless the Union and the Employer agree that accelerated advancement is appropriate; however, this time period may be extended by ninety (90) days with mutual agreement by the Parties.

Section 5.7. If, on promotion to a higher grade, a vacancy is filled by a bargaining-unit employee whose salary is greater than the starting salary of the grade for the vacant position, the employee shall be paid no less than the salary of the lowest step of the vacant position that is higher than the employee's salary.

Section 5.8.

(A) An employee promoted or transferred under this Article shall have a trial period of ninety (90) days, which may be extended with mutual agreement by the Parties.

(B) During the trial period, the employee may elect to return to the position from

which promoted or transferred without penalty or prejudice.

(C) At the end of the trial period, the employee shall be confirmed in the new position, unless the employee has been unable to perform the duties of the job satisfactorily in the opinion of the Employer. If during the trial period, the employee is unable to perform the duties of the new position satisfactorily in the opinion of the Employer, the Employer may place the employee in his or her previous position or in a comparable position without penalty or prejudice.

(D) If an employee returns to the previous position from which promoted or transferred, under Subsections (B) or (C) above, the employee shall receive the salary that he or she would have received had the employee not been promoted or transferred. The period of service in the other position shall be counted for all purposes as service in the employee's previous position. If placed in a comparable position, the employee shall suffer no reduction in pay and will receive future increases as if retained in his or her previous position.

Section 5.9. The Employer will interview bargaining-unit employee applicants within four (4) weeks after the close of each posting period. Thereafter, the Employer will inform the Union at regular intervals of two (2) weeks of the status of efforts to fill the posted position.

ARTICLE 6 - UNION REPRESENTATION

Section 6.1. The Employer shall recognize one (1) Union Steward and one (1) alternate Union Steward for each ten (10) bargaining-unit employees and shall permit the Union Steward(s) the right to contact bargaining-unit employees at work with respect to this Agreement.

Section 6.2. The Employer shall permit the Union Steward(s) to perform during working hours such Union duties as cannot be performed at other times. The Union agrees that such duties shall not interfere with the operations of the organization or the duties of the employees, and the Employer agrees to allow a reasonable amount of time for such duties.

Section 6.3. The Union shall be allowed use of facilities of the Employer for holding meetings related to the Union's representation of bargaining-unit employees, as long as such use does not conflict with the normal operations of the Employer. The Union shall be allowed the use of a Bulletin Board for MBU notices in the office of the Employer.

ARTICLE 7 - SAFETY AND HEALTH

Section 7.1. The Employer agrees to make all reasonable provisions for the safety and health of employees during the hours of their employment.

Section 7.2. The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

ARTICLE 8 - WORKWEEK

Section 8.1. The workweek shall consist of five (5) working days within seven (7) consecutive calendar days beginning each Monday (i.e., Monday through Sunday). Whenever an employee is required to work more than five (5) days within a workweek, the employee shall be entitled to compensatory time for each day worked in excess of the normal five (5)-day workweek. Compensatory time is paid time off.

Section 8.2. Employees shall track and submit to the Employer records of all days where the Employer required that the employee work in excess of five (5) within a workweek, as well as the number of hours worked on such days.

Employees will also track and submit records of any compensatory time they use. The Employer shall maintain such records for no less than four (4) years.

Section 8.3. Compensatory time, or "Comp Time", shall be earned at the following rates:

(A) When an employee works fewer than five (5) hours on a sixth (6th) or seventh (7th) day of work in a workweek, the employee accrues one-half (1/2 or .5) day of Comp Time.

(B) When an employee works five (5) or more hours on a sixth (6th) or seventh (7th) day of work in a workweek, the employee accrues one (1) full day of Comp Time.

Section 8.4. Upon written notice by the Employer, every other Friday between June and August each year may be a half-day of work.

Section 8.5. Telework

(A) Upon written approval by the Employer, an employee may perform the duties and responsibilities of the employee's position, and other authorized activities, from their personal residence or from an alternative worksite. Employees requesting to work from home shall notify their immediate supervisor as much in advance as possible, but no later than 10 am of the same day. An employee may request to telework for the following reasons: parenting responsibilities, inclement weather, and medical emergencies or other unforeseen circumstances.

(B) Approval by the Employer of an employee's request to telework in no way alters the employee's duties and responsibilities.

ARTICLE 9 - SALARIES

Section 9.1. The Employer agrees to pay not less than the minimum salary scale shown in Exhibit "A" of this Agreement.

Section 9.2. It is expressly agreed that the salary scales provided are minimum scales and do not prohibit the Employer from paying higher wages. No clause in this Agreement shall at any time be so construed as to reduce bargaining-unit employees' pay below these scales, increase employees' workload, or eliminate privileges now enjoyed by the employees.

Section 9.3. A designated bi-weekly payday shall be established.

Section 9.4. Holidays, vacation, and periods of paid sick leave shall be considered time worked in this Agreement for the following purposes: sick leave, vacation, and seniority accruals. The Employer will also make dental, health and welfare, and retirement contributions for such periods.

Section 9.5. Upon execution of this Agreement, if an employee's salary is not listed in the salary schedule for the designated grade of their job classification, then that employee shall be moved to the next highest step above their current salary.

ARTICLE 10 - WORK OUT OF CLASS AND ADDITIONAL RESPONSIBILITIES

Section 10.1. An employee assigned and authorized to do a substantial portion of the duties of a higher-level position shall be paid at the salary rate of the higher level position or in Step 1 of the Grade Classification of the higher-level position if that position is in the bargaining unit, for the duration of the assignment. Payments shall be due under this Article for the period starting when the out of class work begins. A written request must be submitted to the Deputy Director or Executive Director and must be approved in writing by the Executive Director for out of class pay. The employee is eligible for pay retroactive to the date the out of class work began once the request is processed.

Section 10.2. Cross training is encouraged and it is understood that all employees are expected to support the work of the organization even if the tasks fall outside an employee's job description. In the case when an employee is assigned and authorized to perform additional responsibilities that fall outside their job description for an extended period of time (ninety (90) days or more), the employee shall receive a five percent (5%) bonus for the duration of the assignment. Payments shall be due under this Article for the period starting when the responsibilities that fall out of their job description begin. A written request must be submitted to the Deputy Director or Executive Director. The employee is eligible for retroactive pay once the

request is processed. In no event shall an employee simultaneously receive additional compensation under the provisions of 10.1 and 10.2. In the case that either 10.1 or 10.2 could be applied, the higher of the options shall apply. A written confirmation of assignment, including dates the assignment was performed, shall be placed the employee's personnel file after successful completion of the assignment.

ARTICLE 11 - HOLIDAYS

Section 11.1. All employees covered by this Agreement shall be allowed the following holidays with pay:

Martin Luther King, Jr.'s Birthday; President's Day;
Cesar Chavez Day; Memorial Day;
Independence Day; Labor Day;
Veterans' Day;
Thanksgiving Day;
Day after Thanksgiving Day;
Christmas Eve Day;
Christmas Day;
New Year's Eve; and
New Year's Day.

The Employer reserves the right to add holidays at its sole discretion.

Section 11.2. An employee required to work on a holiday shall be notified forty-eight (48) hours in advance, unless not reasonably possible.

Section 11.3. If an employee is required to work on a holiday listed above, the employee will receive a full day of compensatory time, as defined in Article 9 above.

Section 11.4. In the event any of the holidays enumerated in this Article occur during the period of an employee's vacation, the Employer will provide the employee an additional day's vacation or additional day's pay, at the employee's discretion, for each holiday so occurring.

Section 11.5. Should any of these holidays fall on a day other than a regularly-scheduled workday, the Employer may observe either the last regularly-scheduled workday preceding or the first regularly-scheduled workday following the holiday, provided that the employee is notified forty-eight (48) hours in advance of which day is to be observed.

ARTICLE 12 - SICK LEAVE

Section 12.1.

(A) All regular employees shall be granted, with pay, twelve (12) days sick leave per year.

(B) The Employer will provide regular full-time employees with twelve (12) days of paid sick time immediately upon commencement of employment and another twelve (12) days of paid sick time each year on their work anniversary date.

(C) Sick leave shall be granted in case of sickness or injury, or for pre-approved medical/dental appointments.

(D) All unused sick leave shall be carried over from one employment year to another, with a maximum of twenty (20) sick leave days. Any employee who has accrued beyond the maximum of twenty (20) days of sick leave may on December 31 of each year receive pay in lieu of each accumulation beyond the maximum of twenty (20) days at one hundred percent (100%) of pay, up to a maximum of three (3) days.

(E) One (1) sick day per year shall be granted as paid leave at a time mutually agreed upon between the Employer and the employee.

Section 12.2. Short-Term Disability.

(A) Employees shall be entitled to short-term disability leave for illnesses lasting more than eight (8) calendar days. "Disability" shall have the same meaning as under the State Disability Insurance (SDI) program.

(B) After one (1) year of employment, employees shall be entitled to receive one hundred percent (100%) of their salary, less any money received through State Disability Insurance or Employer-paid Disability Insurance, for the first six (6) months of the employee's short-term disability only, though the benefit may be extended by mutual agreement. Employees must provide proof of receiving payments from State Disability Insurance (SDI), and Employer-paid Disability Insurance, if applicable, in order to receive the above benefits. Any disability benefit payable under state law or Employer-paid Disability Insurance is included in the above formulas to offset the cost of the benefit to the Employer.

Section 12.3.

If an employee is absent from work three (3) days or more due to sick leave, the Employer may request a doctor's certificate.

Section 12.4. Upon request by an employee, and on at least a monthly basis, the Employer will give each Employee a written accounting of all accrued, used, and unused sick leave as accumulated at that time.

Section 12.5. An employee may opt to draw upon her/his unused sick leave to receive compensation when out on leave for disability, occupational injury, or as otherwise allowed by law, to offset any waiting period required under SDI or other wage replacement benefits.

Section 12.6. An employee may donate up to ten (10) days of sick leave to another employee if that employee needs sick leave. Upon request of an employee, the Employer may approve the donation of additional sick leave to another employee.

Section 12.7. Long-Term Disability

(A) The Employer will pay for long-term disability insurance for all full-time employees. Employees shall become eligible for long-term disability insurance after ninety (90) days of employment.

(B) Each employee's coverage eligibility is determined by the long-term insurance provider.

(C) Employees will retain their employee status during the period of long-term disability leave. Moreover, their absence will not be considered a break in service for purposes of determining their longevity or seniority. Once an employee returns from a leave, the employee will be credited with all seniority and service accrued before the leave of absence commenced. Vacation shall not accrue during long-term disability leave and sick leave shall be prorated according to the length of the employee's absence as allowed by law. Benefits contributions will not be made during periods of long-term disability.

(D) Reemployment Privileges - Unless otherwise provided, or except where the law authorizes a different result, an employee who complies with the provisions of this policy will be guaranteed reemployment upon expiration of an approved leave, provided that the total period does not exceed twelve (12) months in a year. The employee will be reemployed in the same or equivalent position as that which he/she occupied when the leave commenced. Employee benefits will be restored at the same levels as provided when the leave began unless there is a change in benefits affecting the employee's job classification during the leave.

ARTICLE 13 VACATION

Section 13.1. Vacations with pay are hereby established for all regular employees covered by this Agreement:

YEARS OF SERVICE
1-2 years

ANNUAL VACATION
Two (2) weeks

3-7 years	Three (3) weeks
8-16 years	Four (4) weeks
17-24 years	Five (5) weeks
25 or more years	Six (6) weeks

Section 13.3. Vacation time may be carried over from year to year, up to a maximum of thirty (30) days. At the end of each calendar year, at the employee's option, accrued vacation may be paid in one (1) week increments for any time in excess of twenty-five (25) days.

Section 13.4. A regular part-time employee shall be paid vacation pay at scale on a pro-rata basis consistent with hours and length of employment with the Employer.

Section 13.5. Vacations shall be taken at a time mutually agreed upon by the Employer and the employee.

Section 13.6. By mutual agreement between the Employer and the employee, employees may take up to one (1) week of vacation time that will have not been accrued. In such cases, the employee's vacation balance will be in the negative.

Section 13.7. All accrued vacation time shall be available to employees taking any approved leaves of absence, so long as the employee is not receiving additional compensation from state or Employer-paid disability benefits for the same time. Use of accrued vacation time to offset approved leaves of absence shall not be mandatory.

Section 13.8. Employees may use accrued vacation benefits on a pro-rated basis, in increments of four (4) hours.

Section 13.9. All accrued but unused vacation time shall be paid in full upon an employee's separation from employment at the same time as the employee's last paycheck. This shall likewise apply in the case of death in which the amount due shall be paid to the legally-recognized beneficiary(ies) of the estate of the deceased as required by law.

Section 13.10. Upon request by an employee, and on at least a monthly basis, the Employer, will give each employee a written accounting of all accrued, used, and unused vacation benefits as accumulated at that time.

ARTICLE 14 - LEAVES OF ABSENCE

Section 14.1.

(A) The Employer shall grant leaves of absence to eligible employees as required by state and federal laws. In the event such leave of absence is taken, the employee shall not forfeit seniority rights under this Agreement. Said leave of absence shall be acknowledged by the Employer in writing with a copy to be submitted to the Union.

(B) An employee who has been granted a leave of absence in accordance with the provisions of this Article shall return to the employee's regular job at the rate then current for the classification.

(C) An employee may be granted unpaid leave of absence for any reason by mutual agreement with the Employer.

Section 14.2. Bereavement Leave

(A) In case of death in the immediate family (parents or guardians, siblings, spouse/partner, children, mother-in-law, father-in-law, grandparents, and grandchildren, as well as relatives living under the same roof as the employee; these categories are irrespective of whether related to the employee by blood or virtue of adoption/foster care, or marriage), an employee shall be granted a leave of absence with pay for three (3) days for deaths in the area and five (5) days for deaths out of the area.

(B) Upon the request of the employee, an additional two (2) days unpaid leave may be granted. If the employee has unused sick leave or vacation days, then these days may be used for the two (2) additional days.

Section 14.3. Jury Duty

The employee shall be paid one hundred percent (100%) of their regular salary for up to five (5) days of their assigned jury duty. The employee will submit verification to the Employer for all hours and/or days spent on jury service. The employee will inform the court that service exceeding five (5) days would be a hardship on the Employer.

Section 14.4. Voting

Employees eligible to vote in an election are granted up to two (2) work hours off with pay to vote. With the written approval of their supervisor, an employee will be granted one (1) day of paid time off to serve as an election official.

Section 14.5. Community Service

With the written approval of their supervisor, an employee will be provided (2) two days of paid leave per calendar year to participate in community service.

Section 14.6. Union Leave

By mutual agreement between the Employer and Union, the Employer may grant an unpaid leave of absence for a reasonable period of time to employees selected by the Union to perform work for the Union, such as attendance at Union conventions and conferences. Employees granted such leave of absence will retain and accumulate seniority during such leave period.

Section 14.7. Parental, Family, and Medical Leave

(A) Parental (or Maternity/Paternity) Leave

(1) After ninety (90) days of employment, upon birth or adoption of a child, the Employer shall coordinate benefits with state and Employer-paid Disability Insurance to provide the employee with a maximum of six (6) months of paid Parental Leave.

(2) The employee shall receive one hundred percent (100%) of their regular pay, less the amount received from State Disability Insurance (SDI) or Employer-paid Disability Insurance, should they qualify, for up to six (6) months. Sick time will be converted to cash to cover the Employer's portion of the employee's regular pay. Employees must provide proof of receiving payments from State Disability Insurance (SDI) and Employer-paid Disability Insurance, if applicable, in order to receive the above benefits. Any disability benefit payable under state law or Employer-paid Disability Insurance is included in the above formulas to offset the cost of the benefit to the Employer.

(3) Health, vision, and dental insurance coverage will continue while the employee is on Parental Leave, and the employee will continue to be responsible for any premiums required by such plans.

(4) There will be no vacation and sick leave accruals, retirement, or transportation and technology stipends/reimbursements during Parental Leave.

(B) Family Leave and Medical Leave

(1) The Employer shall abide by all state and federal standards relating to paid and unpaid Family Leave, regardless of whether the Employer is exempted from these laws because of its size. State and federal laws relating to paid and unpaid family leave include but are not limited to the California Family Rights Act, State Disability Insurance, the federal Family and Medical Leave Act, and Temporary Family Disability Insurance (California's Paid Family Leave law).

(C) Upon return of an employee from a leave of absence provided in this Section, the employee shall be returned to his/her position as required by law.

(D) The Employer shall grant all employees the right to utilize sick leave for care of family members, or for birth or adoption of a child, as provided to employees who are covered by the provisions of the California Family Rights Act and corresponding federal laws.

(E) Employees are required to give advance notice of their need for a leave whenever such need is foreseeable. The notice should describe the anticipated date the leave will begin and the anticipated duration of the leave. Employees must provide as much advance notice as

practicable, at least thirty (30) days in advance of an anticipated leave when possible. If the need for a family and medical leave results from an emergency or is otherwise unforeseeable, leave will not be denied simply because an employee fails to provide advance notice.

(F) A letter from the attending health care provider must be provided to support a request for a leave required due to the serious health condition of the employee or family member. Failure to provide a satisfactory certification may result in the denial or postponement of a leave. The certification must be issued by the health care provider of the individual with the serious health condition. The certification must include the date the serious health condition commenced (if known) and the probable duration of the condition. If the leave is for the employee's own health condition, the certification from the health care provide must include a statement that the employee is unable to work or to perform one or more of the essential job functions due to the serious health condition. If the leave is to care for a family member, the employee must provide certification of a serious health condition, the need for the employee's involvement in the care, and the probable duration of the absence for care.

Section 14.8. Employees who are parents or guardians may be granted up to five (5) days of unpaid leave during a twelve (12) month period for the purpose of attending or participating in a school-related event for his or her child. A school related event includes a school play or rehearsal, a sporting event or practice, a meeting with a teacher or counselor, or any similar activity.

Section 14.9. An employee who takes a leave because of his/her own serious health condition must provide a medical certification verifying that he/she is able to return to work.

Section 14.10. Early Return from Leave - An employee who wishes to return from an approved leave of absence earlier than anticipated must provide reasonable advance notice to the Employer of the intended date of return, and where applicable, a medical note from the employee's physician approving the employee's ability return to work. The Employer will agree to accommodate the employee's condition and capacity upon return to the extent such an accommodation is not unreasonable and does not result in an undue burden on the organization, as required by law.

Section 14.11. Extensions of Leave of Absence

The Employer may grant requests to extend an approved medical leave of absence, provided that the employee submits a statement from his/her physician certifying the need for a continued leave of absence and provided the leave is still within the twelve (12) month limit, unless otherwise required by law. Requests to extend a leave of absence may be granted at the discretion of the Employer. An employee requesting an extension must submit the request at least thirty (30) days in advance of the expiration of the approved leave or at the earliest date the need can reasonably be known by the employee.

ARTICLE 15 - BENEFITS

Section 15.1. Transportation Stipend

All full-time employees will have access to the Transportation Stipend Program. This program allows employees to receive a stipend in the amount of Five Hundred Dollars (\$500) per month for qualified, work-related transportation. All eligible employees using a personal vehicle on work-related business must provide proof of valid state-issued driver's license, current vehicle registration and automobile insurance at the minimum amount required by the Employer for all vehicles used for work-related business. Employees shall be required to submit additional documentation as needed.

Section 15.2. Personal Vehicle Reimbursement

(A) All full-time employees who use a personal automobile for work-related business will be reimbursed up to One Thousand Eight Hundred and Fifty Dollars (\$1,850) per year for automobile insurance and automobile repair costs incurred for the automobile(s) used.

(B) This benefit is made available to eligible employees with a state issued Driver's License in good standing, provision of current vehicle registration and automobile insurance at the minimum amount required by the Employer at all times. Employees shall be required to submit additional documentation as needed. The employee requesting will provide itemized receipts of automobile insurance and repair costs to receive reimbursement.

Section 15.3 Technology Stipend

Unless the Employer provides suitable equipment, employees will receive a stipend up to Two Hundred Dollars (\$200) for monthly for use of personal computer and cell phone equipment. If the Employer provides a computer, the Two Hundred Dollars (\$200) stipend will be reduced by Eighty Dollars (\$80); if the Employer provides a cell phone, the Two Hundred Dollars (\$200) stipend will be reduced by One Hundred and Twenty Dollars (\$120).

Section 15.4. If changes to this Article are recommended by tax/compliance advisors, the JLMC will discuss how to revise benefits through a mutually agreed upon side letter for the duration of this Agreement.

Section 15.5. Life and Accidental Death and Dismemberment Insurance

All full-time employees are eligible to participate in life insurance coverage paid for in full by the Employer. The Employer will provide a benefit amount up to One Hundred Thousand Dollars (\$100,000). Each employee's coverage eligibility is determined by the life insurance provider.

Section 15.5. Deferred Action for Childhood Arrivals (DACA) Application and Renewal Fees

The Employer shall pay all DACA application fees and DACA renewal fees for all qualifying full-time employees.

ARTICLE 16 - RESPECT AND DIGNITY

Section 16.1. The Employer is committed to creating a culture of respect and civility that creates a healthy, safe, and caring work environment for all employees.

Section 16.2. All employees are to be treated with honesty, respect, and dignity. Incivility and disrespect in the workplace will not be tolerated.

Section 16.3. The Employer agrees to implement principles and procedures to promote effective communication, coaching, and performance so as to diminish employee turnover, low productivity, reduced morale, diminished loyalty, and physiological impacts such as stress and depression.

Section 16.4. Incivility that escalates will not be tolerated by the Employer and may be dealt with in an expedited manner.

Section 16.5. The Employer along with the JLMC will work to develop and enforce policies that will ensure respect and dignity throughout the organization. Respect and dignity shall remain a standing item on the agenda of the monthly JLMC meetings.

Section 16.6. Should an employee be subjected to incivility or disrespect, the employee is entitled to utilize the grievance and arbitration procedure.

ARTICLE 17 - DISCRIMINATION, BULLYING, HARASSMENT AND SEXUAL HARASSMENT

Section 17.1. The Employer is committed to providing all its employees with a workplace free from discrimination, bullying, harassment, and, sexual harassment. Nothing in this Article shall prevent, impede or hinder a supervisor's right or ability to provide feedback and/or guidance to improve an Employee's performance and professional development.

Section 17.2. The Employer will not discriminate against or allow harassment of any employee for any reason, including, but not limited to, any decision regarding the terms or conditions of employment, because of the employee's race, ethnicity, religion, color, sex (including pregnancy), age, national origin, linguistic characteristics (such as accent or limited English

proficiency where not substantially job-related), sexual orientation, disability as defined in the American with Disabilities Act as amended, gender, gender identity or expression, marital status, ancestry, pregnancy, personal political beliefs, veteran status, medical condition (including genetic characteristics), union activity or any other basis prohibited by law, or based on the employee's protected activity under the anti-discrimination statutes (that is, no retaliation based on opposition to prohibited discrimination or participation in the statutory complaint process).

Section 17.3. This prohibition covers any discrimination or harassment in the workplace, regardless of whether the discrimination or harassment is committed by a supervisor, officer, co-worker, employee outside of the bargaining unit, or non-employee, such as a vendor, consultant, employee or officer of an affiliate, or invitee to an Employer-sponsored activity, event, or meeting.

Section 17.4. Bullying

Bullying by an officer, supervisor or coworker is not allowed. Bullying is a pattern of seriously abusive conduct, which may include ridicule, belittling, humiliation, insults, deliberately mis-assigning blame, or prolonged intemperate behavior like shouting.

Section 17.5. Cyber bullying

It is cyber bullying to conduct any of the activities in Section 17.4 through social media, such as blogs or social networking sites, including offensive emails or comments sent to a person's mobile phone via SMS text messages, or sharing a person's private data online.

Section 17.6. Harassment

Harassment consists of unwelcome verbal, visual, or physical conduct that is based on another person's race, ethnicity, religion, color, sex (including pregnancy), age, national origin, linguistic characteristics (such as accent or limited English proficiency where not substantially job-related), sexual orientation, disability as defined in the American with Disabilities Act as amended, gender, gender identity or expression, marital status, veteran status, ancestry, medical condition (including genetic characteristics), union activity or any other characteristic protected by law. It may include, but is not limited to, actions such as use of epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to sex, race, ethnicity, age, disability, or other protected categories. Harassment may also include written or graphic material that denigrates or shows hostility toward an individual or group based on protected characteristics, whether that material is sent by email, placed on walls, bulletin boards, computer screens or other devices, or elsewhere on the premises or circulated in the workplace. Unwelcome conduct can constitute harassment if:

- (A) It has the purpose or effect of unreasonably interfering with an individual's work performance;
- (B) Creates an intimidating, hostile, or offensive working environment; or
- (C) Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment.

Section 17.7. Sexual Harassment

Sexual harassment can involve unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature. It can involve conduct by a person of either gender toward a person of the same or opposite gender.

(A) The following is only a partial list of sexually harassing conduct: Explicit sexual propositions; Offering employment benefits in exchange for sexual favors; Making threats or retaliating after a negative response to sexual advances; Sexual innuendo or sexually suggestive or sexually degrading comments about a person's, body, sex life, sexual prowess, or sexual deficiencies; Unwanted or unwelcome inquiries into a person's romantic relationships; Sexually-oriented jokes, derogatory comments, epithets, slurs, or catcalls; Obscene language, letters, notes, or invitations (including by email); Physical contact such as touching or impeding movements; Conduct such as leering or making sexual gestures; Displaying or distributing

pornography or other sexually suggestive objects, pictures, cartoons, or posters (including by email or viewed or shared on a work computer or other device); Sexual content in text messages; and Unwelcome sexual advances, propositions or pressure for sexual activity, continued suggestions for social activity outside the workplace.

(B) Unwelcome sexual conduct can constitute harassment if: It has the purpose or effect of unreasonably interfering with an individual's work performance; Creates an intimidating, hostile, or offensive working environment; Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or Submission to or rejection of the conduct by an individual is used as the basis for tangible employment actions taken toward her or him.

Section 17.8. Complaint and Investigation Principles

(A) As a means of ensuring a workplace that is free from discrimination and harassment, the Employer has established a formal procedure for the handling of discrimination or harassment complaints. This procedure is intended to supplement – not to replace or supersede – the other procedures available to employees under any applicable collective bargaining agreement, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the California Family Rights Act, the Genetic Information Nondiscrimination Act, or any other applicable federal, state, or municipal employment discrimination laws.

(B) The Employer strongly encourages employees to come forward with a complaint at the earliest possible point. The employee should not wait to report harassment until it becomes severe and pervasive.

(C) The Employer is committed to stopping discrimination and harassment even if the conduct has not risen to the level of a violation of law.

(D) If an employee feels comfortable doing so, an employee should respond to the discriminatory or harassing conduct in a way that demonstrates that the conduct is unwelcome. However, the employee is not required to complain directly to the offending individual.

(E) Efforts will be made by the Employer to investigate and resolve complaints promptly. All investigations will be conducted thoroughly and impartially, and in as confidential a manner as is possible consistent with a proper investigation of the complaint.

(F) If a person is accused of discrimination or harassment, he or she shall not play any role in administering or making decisions under this procedure.

(G) If an individual is determined to have engaged in discrimination or harassment, appropriate corrective action will be taken promptly, and appropriate sanctions will be imposed, up to and including termination.

(H) There will be no retaliation or other adverse action taken against an individual who makes a good faith complaint, reports an incident of apparent discrimination, bullying, harassment or sexual harassment, or who provides information in the course of the investigation of such a complaint or report. Any such retaliation can also be the subject of a complaint under this procedure. If retaliation in fact has occurred, prompt and appropriate corrective action will be taken and appropriate sanctions imposed, up to and including termination.

Section 17.9. Complaint and Investigation Procedure

The procedure for dealing with complaints of discrimination or harassment is as follows:

(A) If an employee believes that they have been the target of discrimination harassment, or sexual harassment, the employee is encouraged to report the alleged incident(s) as soon after the incident occurs as possible to any supervisor, manager, Deputy Director, Executive Director or a designated third-party ("Third Party Investigator") who shall be approved by the Employer's Board of Directors, with input from the JLMC.

(B) If the person accused of discrimination, harassment or sexual harassment is the employee's direct supervisor or manager, the employee is encouraged to report to the Deputy

Director, Executive Director or the Third Party Investigator.

(C) The employee is not required under this procedure to complain directly to the offending individual.

(D) It is the responsibility of any supervisor, manager, Deputy Director, or Third Party Investigator who receives a complaint to inform the Executive Director of the allegations within twenty-four (24) hours. A complaint will be investigated by the Third Party Investigator. The Executive Director or Deputy Director will facilitate the investigation process in coordination with the Third Party Investigator, however, the Executive Director shall make the ultimate determination of what steps shall be taken. All employees will be introduced to or made aware of the Third Party Investigator before the end of their first week of hire.

(E) Complainant shall provide the Third Party Investigator with a description of the alleged discrimination or harassment in as much detail as possible.

(F) The Third Party Investigator may request that this information be provided in writing.

(G) Where appropriate and possible, the Executive Director may attempt to resolve the matter through the JLMC, only with the approval of the Union and complainant.

(H) The Third Party Investigator will conduct an investigation to determine whether or not discrimination or harassment has occurred.

(I) During the course of the investigation, the Third Party Investigator will inform the individual alleged to have engaged in discrimination or harassment of the complaint, and will give her or him the opportunity to respond to the allegations and to submit the names of individuals whom she or he believes have information relevant to the investigation.

(J) The investigation may include meeting with the complainant, the accused, and other individuals who may have relevant information. Relevant documents may also be reviewed. The investigation will be conducted promptly, thoroughly and impartially, and in as confidential a manner as is possible consistent with a proper investigation of the complaint.

(K) The Employer will take steps to ensure that discrimination or harassment does not occur during the period of investigation.

(L) At the conclusion of the investigation, the Executive Director, in coordination with the President, shall make a determination of whether discrimination or harassment occurred.

(M) If the employee disagrees with the decision of the, the employee remains entitled to pursue their complaint through the grievance and arbitration procedure, and to utilize any rights protected under the law as outlined in Section 21.11 of this Article.

(N) If the investigation establishes that discrimination or harassment has occurred, the Employer will take prompt and appropriate action. This shall include corrective action designed to end and to remedy the discrimination, bullying, harassment, or sexual harassment, and to prevent it from recurring.

(O) The Employer will take all possible steps to ensure that the complainant is no longer subject to the discrimination or harassment. Action may include imposition of discipline on the discriminator/harasser, ranging from reprimand to discharge if that person is an employee.

(P) If the discriminator/harasser is an employee or officer of an affiliate of the Los Angeles County Federation of Labor, AFL-CIO ("LA Fed"), the Employer will inform the President of the LA Fed to inform the affiliate, including the affiliate's international, of the investigation and findings and request further disciplinary actions be taken by those entities. If the discriminator/harasser is a delegate/representative to the LA Fed or otherwise would be subject to disciplinary procedures under the Employer's Constitution or Bylaws or the Rules Governing AFL-CIO State Central Bodies/AFL-CIO Area Labor Councils and Central Labor Councils, those disciplinary procedures may be invoked. If the discriminator/harasser is an employee of a vendor, consultant, or any other employing entity, the Employer will inform that employing entity of the investigation and findings and request further disciplinary actions be

taken by that entity.

(Q) The Third Party Investigator in coordination with the President and Executive Director will inform both the complainant and the accused of the outcome of the investigation and of any measures taken to correct the discrimination or harassment.

Section 17.10. If the employee believes they are the target of discrimination or harassment, the employee reserves the right to file a charge under Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the California Family Rights Act, the Genetic Information Nondiscrimination Act, or any other applicable federal, state, or municipal employment discrimination law, whether a complaint has been made to the Employer or not.

Section 17.11. If a complaint is made against an employee covered by this Agreement, the same principles and procedures outlined in this Article will be applied to that employee.

Section 17.12. Confidentiality

Allegations of workplace violence or harassment will be treated in a timely and sensitive manner, respecting the privacy rights of all parties involved. The Employer will not disclose the name of a complainant or respondent or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of restorative or investigative processes, or as required by law. Information is shared on a "need to know" basis and must not be shared further. Failure to preserve the confidentiality of information acquired during the process may result in disciplinary action, up to and including dismissal.

ARTICLE 18 - SENIORITY

Section 18.1. In all cases involving promotions, transfers, layoffs, demotions due to layoff, or rehiring following layoffs, seniority based on continuous service with the Employer shall govern where skills and ability are relatively equal.

Section 18.2. Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

(A) If the employee quits;

(B) If the employee is discharged and the discharge is not reversed through the grievance procedure;

(C) If the employee fails to return to work in accordance with the terms of a leave of absence or within five (5) working days after being recalled from layoff, and does not give a satisfactory reason for the failure to return.

Section 18.3. When an employee has not performed any work for the Employer for twelve (12) consecutive months as a result of layoff by the Employer, the employee's employment will be deemed to be terminated unless the Union and Employer agree to extend the twelve (12) month period.

ARTICLE 19 - LAYOFFS

Section 19.1. The Employer shall meet with the Union prior to or upon approval of the budget annually to identify any effect that the approved budget will have on any bargaining-unit position. The Employer will also meet with the Union at any other time when reductions in workforce are contemplated.

Section 19.2.

(A) Except in the event of extraordinary circumstances, the Employer shall notify and consult the Union at least eight (8) weeks in advance of any layoff.

(B) Layoffs shall be by inverse order of seniority within job classification. Job classifications are defined as the job titles listed in Exhibit "E". Any employee notified of layoff

who has greater seniority than employees in other classifications may, at the option of the employee being laid off, claim a position in another classification if the employee is qualified to perform the job. An employee who exercises such rights will retain his/her seniority and will be paid the rate applicable to the new classification upon transfer to the new classification. The result of this layoff procedure should be that the most senior employees who have the job-related qualifications to perform the remaining jobs are retained.

Section 19.3. Any employee dismissed in a layoff shall be given eight weeks' advance notice or eight weeks pay in lieu of eight weeks' advance notice.

Section 19.4. The Employer shall provide the laid-off employees severance pay and benefits as follows:

(A) Six (6) weeks pay or two (2) weeks pay per year, or fraction thereof, for each year of the employee's employment, whichever is greater, but in any event no more than twelve (12) weeks pay. Such severance shall be paid only in the event of a layoff.

(B) Such employees will be covered for full health and welfare benefits (through Employer payment of COBRA premiums) for a period of one (1) month per year of employment to be no less than three (3) months and no more than six (6) months from the date of layoff.

(C) In addition to severance, affected employees will, if an employee decides, be paid, at the time of layoff, for accrued vacation, including banked vacation days and up to one (1) week of banked compensatory time off.

Section 19.5. Each employee laid off to reduce the force shall be placed upon a recall list and shall remain on the list for twelve (12) months. Said laid-off employee shall be notified by the Employer of openings covered by this Agreement and shall be able to apply for vacant positions in accordance with Article 6. The Employer will recall employees from the laid-off list in order of seniority, provided that the employee is qualified to perform the job, even if that job is outside of the employee's classification. The Employer will give priority to all employees on the laid-off list over non-employees. Time spent on a recall list by a laid-off employee shall not constitute a break in continuity of service and seniority.

ARTICLE 20 - PROGRESSIVE DISCIPLINE AND DISCHARGE

Section 20.1. The Employer shall not discipline or discharge employees covered by this Agreement without just cause.

Section 20.2. The Employer shall provide any employee covered by this Agreement with contemporaneous written notice of any disciplinary action against the employee that includes an explanation of the reason(s) for the discipline.

Section 20.3. Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages unless the Union and Employer or the arbitrator determine otherwise.

Section 20.4. Certain offenses are not subject to progressive discipline because of their nature and, in particular, their degree of seriousness. These include, but are not limited to, insubordination, which is defined as, "failure by the employee to carry out a direct order" (excluding orders that are either illegal or unsafe), and willful violation of department or the Employer's written policies and procedures, receipt of which has been acknowledged in writing by the employee. In addition, they include: engagement in internal union elections while on the clock; actively opposing the election, re-election or program of the elected leaders of the LA Fed;

malicious destruction of property, theft, disclosure of membership and the Employer's confidential information; abusive and/or offensive language; selling, buying or possession of illegal drugs and/or alcohol; possession of weapons on the Employer's premises or in the course of the employee's work; sexual harassment or misconduct; and any act or threat of physical violence (i.e. representation of intent to commit physical violence). For less severe

situations where the employee's conduct in relation to work affects the Employer's productivity and/or operations, a progressive discipline system shall be established. Copies of all written warnings shall be provided to the Union.

- (A) First Violation – Verbal warning.
- (B) Second Violation – Written warning.
- (C) Third Violation – Written warning and may be suspended up to five (5) days without pay.
- (D) Fourth Violation – Written warning and may be suspended up to ten (10) days without pay through termination.

Section 20.5. All written notices of discipline, including written warnings, will automatically expire after one(1) year if there are no intervening written notices of discipline and cannot thereafter be used as a basis for progressive discipline. Copies of all written warnings shall be provided to the Union within three (3) working days.

ARTICLE 21 - DISPUTE RESOLUTION

Section 21.1. Any disputes, misunderstandings, differences, or grievances arising between the Parties as to the meaning, interpretation, or application of the provisions of this Agreement shall be subject to the grievance and arbitration procedure described below.

(A) **Step 1.** The Parties and employees covered by this Agreement shall make every possible effort to resolve possible grievances informally in discussion with an appropriate supervisor. If a satisfactory solution cannot be reached through informal means, the Union or Employer may file a grievance.

(B) **Step 2.** If a satisfactory solution cannot be reached through informal means, the Union or Employer will reduce the grievance to writing and submit the grievance to the other Party's designated representative. The Parties will convene a meeting to discuss the grievance within ten (10) working days from the date it was first presented to the Employer or Union. The meeting will include a representative of the Union, a representative of the Employer, and the individual grievant or grievants, if applicable. The Party against whom the grievance is filed will respond in writing to the grievance within ten (10) working days of the second step grievance meeting.

(C) **Step 3.** If the grievance is not satisfactorily resolved after twenty (20) working days following the second step grievance meeting, the grieving Party can appeal the matter to arbitration. The Parties shall make every possible effort to resolve the matter informally prior to filing for arbitration.

(D) Either Party, at any time prior to the grievance being heard by an arbitrator, may request mediation through the Federal Mediation & Conciliation Service (FMCS). If the grievance is resolved to the satisfaction of both Parties pursuant to the grievance mediation rules of the FMCS, that resolution shall be final and binding on all Parties, and any pending arbitration hearing will be cancelled. If no resolution is reached through mediation (or if neither party requests mediation), then the grieving Party may appeal the matter to arbitration without prejudice to either Party.

(E) The arbitrator shall be selected from the following:

Sara Adler	Fred Horowitz
Christopher Ruiz Cameron	Kenneth Perea
Juan Carlos Gonzalez	Anthony Miller
Isabelle Gunning	Jan Stiglitz
Stephen Hayford	

The Parties shall take turns striking the names of arbitrators, with the first strike off being

determined by lot, until one name remains, with that remaining person deemed to be selected as the arbitrator. The arbitrator shall be requested to render a decision within thirty (30) days following closing arguments or submission of post-hearing briefs, as applicable. The arbitrator's decision shall be final and binding on the Parties. The costs and fees of the arbitrator shall be borne entirely by the non-prevailing party.

(F) The time limits specified in this Section may be extended by mutual agreement between the Parties.

Section 21.2.

(A) Either Party may choose to utilize the JLMC to settle any disputes, misunderstandings or differences as to the meaning, interpretation, or application of the provisions of this Agreement before a grievance is filed. The use of the JLMC to settle disputes will be considered an informal meeting. The use of the JLMC will not preclude either Party from utilizing the grievance and arbitration procedure should a decision or outcome not be reached through the JLMC.

(B) The JLMC will schedule an informal hearing with the Union within ten (10) working days of receiving notice of the dispute. The individual grievant or grievants, if applicable, shall have the right to be present during any informal conference or meeting held by the JLMC related to their grievance.

(C) The JLMC will issue a decision within ten (10) days of the hearing.

(D) Should either Party disagree with the decision or outcome of the hearing, they have the right to proceed with the formal grievance and arbitration procedure.

(E) The time limits specified in this Section may be extended by mutual agreement between the Parties.

ARTICLE 22 - PERSONNEL FILES

Section 22.1. An employee and the Union, with written approval of the employee, shall have the right to review certain materials in the personnel file of any employee covered by this Agreement (including documents related to wages, hours, and disciplinary matters), and, upon request, shall be provided copies of all material in the employee's file. Employees shall only have access to their own personnel file.

Section 22.2. An employee shall have the right to respond to any material included in the employee's personnel file, and the Employer will include such answer in the file.

Section 22.3. Troubled Employee.

The Employer and the Union jointly recognize alcoholism, drug abuse, and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interest of the employees, Employer, and the Union that these illnesses be treated and controlled and, if possible, the objective should be to help, not harm, and the goal is to rehabilitate and not eliminate the employee.

ARTICLE 23 - TRAVEL AND EXPENSES

Section 23.1. Reimbursement for receipted meal and incidental expenses or provision of a flat per diem shall be paid when an employee is on assignment seventy five (75) or more miles away from home or when an employee's assignment requires overnight lodging away from home seventy five (75) miles or more from the employee's home. Lodging must be in a union hotel. To the extent possible, the accommodations will be in close proximity to the workplace. The employee's preference in accommodations will be considered by Employer.

Section 23.2.

(A) When traveling, meal and incidental expenses will be reimbursed for actual receipted expenses up to the IRS High/Low government rate.

(B) Alternatively, an employee may elect to receive a flat per diem of Fifty-One Dollars (\$51) instead of being reimbursed for actual receipted meal and incidental expenses. If the employee

makes no election, the employee will be reimbursed for actual receipted meal and incidental expenses only and not receive the flat per diem for that day.

(C) Employees who are not on out-of-town per diem and engaged in lobbying at City and County Halls shall be paid up to Twenty Dollars (\$20) per day as reimbursement for actual receipted entertainment expenses while engaged in such lobbying activities.

Section 23.3. The Employer will reimburse employees for actual, receipted parking expenses, other than expenses incurred as a result of commuting to and from work. Such parking expenses exceeding Fifty Dollars (\$50) per day shall require a written explanation and justification.

Section 23.4.

(A) Employees shall submit expense reports in accordance with Employer procedures.

(B) If an employee presents documentation to the designated non-bargaining unit Accounting Department employee that he or she is unable to get a credit card because of his or her credit status, the Employer shall guarantee a card. Documentation presented to the non-bargaining unit employee designated by the Employer shall be treated as confidential and not used for any purpose other than to support the request for, and the use of, an LA Fed guaranteed card. The Parties understand that the President is required to sign off on such guarantees.

(C) Employees shall submit expenses for reimbursement in accordance with the Employer's Travel and Expense Policy.

(D) The Employer shall reimburse employees within thirty (30) days of submission.

(E) The Employer shall reimburse employees for airport parking fees or transportation to the airport, whichever is least expensive, incurred while flying on official business.

(F) The Employer shall reimburse employees for use of rental vehicle or taxi service when on work-related travel.

Section 23.5. On an assignment of two (2) or fewer days that is more than seventy-five (75) miles from the employee's home, the employee has an option of driving or traveling by public transportation, subject to the approval of the appropriate supervisor.

ARTICLE 24 - BREAKS AND FACILITIES

Section 24.1. Lactation Accommodation.

(A) In accordance with CA Labor Code Section 1031, Employer will provide a designated room, other than a bathroom, to accommodate an employee desiring to express breast milk.

(B) The designated room will include a lock in the door, a refrigerator for storing milk, a suitable chair/sofa for the employee, and a "In Use - Please Do Not Enter" sign.

(C) The Employer acknowledges that a reasonable amount of break time shall be provided to accommodate an employee with lactation needs.

(D) If an employee needs more time, she will not be required to use her own time (lunch break or any other breaks) or make up work time.

Section 24.2. Staff Room

The Employer will provide a designated room separate from the main workspace for staff to take downtime. It should include comfortable seating and an eating area.

ARTICLE 25 - PROFESSIONAL DEVELOPMENT

The Employer is committed to the professional development of its employees to prepare them to do their jobs effectively and to prepare them for additional responsibilities within the organization. Employer will allocate funds for professional development based on the availability of operating funds. All professional development in this Article requires the written approval of the President.

Section 25.1. Conferences/Seminars/Workshops

Attendance at conferences/workshops during working hours must have prior approval of the President even if the costs of attending are not paid for by Employer. In its discretion, Employer will pay expenses for conferences, seminars, and training where such activities are job related.

Section 25.2. College Courses/Licensing Exam Prep Courses

Employees are eligible for tuition/prep exam assistance. The employee must receive prior approval of the President before enrolling in a course for which assistance is sought. The course must be taken for credit and pertain the employee's current job. The Employer may contribute up to One Thousand Five Hundred Dollars (\$1,500) per year towards an accredited college course for full-time employees. Payment for tuition/prep exam cost will be made directly to the educational institution.

Section 25.3. Memberships

The Employer will pay dues for participation in professional and trade associations if deemed important to the job and approved in advance by the President.

Section 25.4. Educational Leave

Employees are eligible for up to three (3) weeks of paid educational leave. Fellowships or course contents must be directly relevant to Employer's mission and the employee's job. Leave must be requested in writing at least one (1) month before the employee wishes to begin the leave and must be approved by the President.

Section 25.5. Pursuing An Advanced Degree

Employees who are interested in pursuing an advanced degree may work with their department supervisor to make schedule accommodations that would allow for the employee to continue working while in school so long as work commitments outlined by job description are met. Such accommodations must be approved in writing by the President.

ARTICLE 26 - MISCELLANEOUS

Section 26.1. Employees shall be free to engage in the practice of their craft or profession outside of normal working hours, as long as those activities do not negatively impact the reputation efforts of the Employer. Notwithstanding, if those activities are compensated, the employee must provide the Employer with advance notice and receive the Employer's advance written approval.

Section 26.2. Through the JLMC, the Employer, in consultation with the Union, shall explore emergency drop-in daycare options for employees' children.

Section 26.3. It shall not be a violation of this Agreement nor a cause for discharge or discipline for any employee covered by this Agreement, to refuse to go through or work behind any picket line established because of a primary strike sanctioned by a recognized labor organization.

ARTICLE 27 - VALIDITY OF AGREEMENT

Section 27.1. Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a Court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force

and effect.

Section 27.2. There shall be no change in any term of this Agreement as a result of a change of leadership in the organization to the imposition of trusteeship, change of name, or change of trustees.

ARTICLE 28 - UNION LABEL

The privilege of using the Union label shall be extended to all MBU members as long as this Agreement remains in full force and effect, and so long as the Employer fulfills all of its terms and conditions.

ARTICLE 29 - UNION OFFICE CARD

The Employer agrees to permit the display of a Union office card, signifying that the office is staffed by members of the Movement Builders Union and under agreement with Union, this card is to be the property of the Union.

ARTICLE 30 - MANAGEMENT RIGHTS

The Parties recognize that it is the right, obligation, and responsibility of the Employer to operate its business in the manner which is consistent with its goals. Therefore, except as expressly and clearly limited by specific terms of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to management of the business, including but not limited to, the following: to determine, select, and direct the employees assigned to any classification of work or work assignment; to determine the number of employees assigned to any classification of work or work assignment; to establish and change work schedules; to lay off or otherwise employees from duty for lack of work, to discipline any employee, including suspension and discharge for just cause; to discontinue conduct of business or operations in whole or in part; and to institute technological changes and otherwise to take such measures as the Employer may reasonably determine to be necessary to the orderly, efficient, and economical operation of the business. Changes in existing rules and regulations, as well as rules and regulations promulgated by the Employer, shall not become effective until five (5) regular workdays after copies thereof have been furnished to the Union.

ARTICLE 31 - DURATION

This Agreement shall be in full force and effect from Month, Day, 2019 through December 31, 2021, and shall be renewed from year to year thereafter if neither Party to the Agreement gives sixty (60) days written notice prior to December 31, 2021 or a subsequent anniversary of that date of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by December 31, 2021, the Parties agree that all terms and conditions of the Agreement shall remain in full force and effect until negotiations are concluded.

Exhibit "A" - SALARY SCHEDULE AND CLASSIFICATIONS

Section A.1. Schedule

Each employee shall receive an increase in actual salary of one and a half percent (1.5%) on her/his work anniversary. In addition, employees shall receive step increases as follows:

(A) The number of each employee's step within her/his classification grade equals the number of years of experience that the employee has in that classification grade plus one (1). So, for example, employees with more than two (2) but fewer than three (3) years of experience in their classification grade will occupy Step 3 in their classification grade.

(B) Each employee shall move to the next highest step in their designated grade, annually on the anniversary date of hire.

(C) No employee will, as a result of this Agreement, move to a lower step in her/his classification grade than the step she/he occupied immediately prior to the effective date of this Agreement.

Section A.2.

Grade I Classifications include: Administrative/Operations Coordinators and Program Coordinators.

Grade II Classifications include: Administrative/Operations Managers and Program Managers.

Grade III Classifications include: Administrative/Operations Senior Managers and Program Senior Managers (Titles TBD).

Grade IV Classifications include: Workforce Development Program Director and Immigration Program Director.

Section A.3.

Employees may request that their positions be reclassified to a higher grade when they can demonstrate that:

(A) Significant changes in their duties have taken place that increase the level of skill, responsibility, and experience needed for the job, or that the duties of the position are significantly different from those in the job description; or

(B) That the level of skill, responsibility, and experience is comparable to that required of other job titles in the requested new grade.

Employees shall submit their reclassification request in writing through the Union to the Deputy Director, with a copy to the employee's supervisor. The Deputy Director shall submit the request for consideration and decision by the Executive Director and provide the employee and the Union with a response within thirty (30) calendar days. The Union retains the right to grieve the denial of a reclassification request.

Section A.4. Lead Person

The Employer may appoint employees covered by this Agreement to a position known as lead person. Such lead person shall not have the authority to hire, fire, suspend, discipline other employees, nor to effectively recommend such actions, but shall solely transmit orders from the Employer and lead other employees in the performance of their duties. A lead person shall be paid at least five percent (5%) per year more than the highest paid employee if leading two-four (2-4) employees; and at least ten percent (10%) per year more than the highest paid employee if leading five (5) or more employees.

Section A.5. Wage Increases

If there is an organizational income increase of at least twenty percent (20%), beyond present commitments, each employee will receive an additional one percent (1%) wage increase. If there is an organizational income increase of at least forty percent (40%), beyond present commitments, each employee will receive an additional two percent (2%) wage increase. All wage increases shall apply to employees employed for at least six (6) months prior to the effective date of the increase and shall be on a pro-rata basis.

Section A.6. Chart

[To be inserted here.]

EXHIBIT "B" - HEALTH, WELFARE AND DENTAL

Section B.1. Medical Insurance

(A) Medical insurance is made available within ninety (90) days of the date of hire for all full-time employees; dependents; and domestic partners. Upon request of an employee, the Employer will reimburse an employee for the purchase of COBRA or other private medical insurance benefit for the initial ninety (90) days from hire for an amount up to the cost of the Employer-provided medical insurance. Employees who request coverage for a domestic partner must meet the health plan's guidelines for domestic partner eligibility.

(B) Health care coverage is provided by the Los Angeles Hotel Restaurant Employer Union Welfare Fund with a Health Maintenance Organization (HMO).

(C) Employer will contribute towards premiums for the coverage selected by eligible staff. The contribution amount is set annually and employees will be informed of the amount or percentage each year.

(D) Employer will contribute towards the premiums of employee spouse/domestic partners (unless legally separated) and dependent unmarried children, up to the age that the policy in force permits.

Section B.2. Dental Insurance

(A) Dental insurance under a group plan is made available to all full time employees; dependents and domestic partners.

(B) Dental insurance benefits will become effective ninety (90) days after the date of hire.

(C) Employees who request coverage for a domestic partner must meet the dental plan guidelines for domestic partner eligibility.

Section B.3. Vision Care Insurance

(A) Vision care under a group plan is made available to all full time employees; spouse or domestic partner and all eligible dependents.

(B) Vision insurance benefits will become effective ninety (90) days after the date of hire. The vision plan is provided through Vision Service Plan (VSP).

Section B.4. Insurance Coverage Domestic Partner Benefits Denial

(A) In the event that medical, dental and vision insurance carriers will not extend coverage to domestic partners, the Employer shall, on monthly basis, reimburse the employee for the cost of purchasing individual health coverage for their domestic partner in an amount not to exceed the amount the Employer would have paid had the insurance carriers agreed to provide coverage.

(B) In the above instance, the employee shall provide reasonable proof to the Employer of having purchased individual health care coverage for their domestic partner.

EXHIBIT "C" - 401(k) PLAN

Employees are eligible to participate in the Employer-provided 401(k) Plan. Those employees choosing to participate do so under the guidelines and contribution restrictions stated in the plan. Effective January 2019, the Employer shall match dollar-for-dollar each employee's voluntary contribution up to a maximum of five percent (5%) per year, to vest immediately. In addition, Employer shall make a five and a half (5.5%) contribution to the employee's 401(k) Plan, to vest following an employee's five (5)-year work anniversary and thereafter.

EXHIBIT “D”- JOB DESCRIPTIONS

The JLMC will meet to determine job descriptions within three (3) months of execution of this Agreement.