

**2020 - 2023**

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

**PACIFIC NORTHWEST STAFF UNION**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION  
LOCAL 221**

**EFFECTIVE  
FEBRUARY 16, 2020 THROUGH MARCH 31, 2023**



## TABLE OF CONTENTS

<b>SECTION</b>		<b>TITLE</b>	<b>PAGE</b>
		<b>AGREEMENT</b>	1
<b>ARTICLE</b>	<b>1</b>	<b>PARTIES TO THE AGREEMENT</b>	1
		Section 1 – Operations Covered	1
		Section 2 – Employees And Classifications Covered	1
		Section 3 - Successors And Assigns	1
		Section 4 – Policies And Procedures	1
		Section 5 – Savings Clause	1
<b>ARTICLE</b>	<b>2</b>	<b>RECOGNITION, UNION SHOP AND CHECK-OFF</b>	2
		Section 1- Recognition	2
		Section 2 – Hiring	2
		Section 3 – Union Membership Status and Maintenance of Membership	2
		Section 4 – Deductions	2
<b>ARTICLE</b>	<b>3</b>	<b>NON-DISCRIMINATION</b>	3
<b>ARTICLE</b>	<b>4</b>	<b>OTHER AGREEMENTS</b>	3
<b>ARTICLE</b>	<b>5</b>	<b>UNION RIGHTS</b>	4
		Section 1 – Stewards	4
		Section 2 – Union Visitation	4
		Section 3 – Posting	4
		Section 4 – Leave For Union Activities	4
		Section 5 – Picket Lines	4
		Section 6 – Member List	5
<b>ARTICLE</b>	<b>6</b>	<b>MANAGEMENT RIGHTS</b>	5
<b>ARTICLE</b>	<b>7</b>	<b>BONDS</b>	5
<b>ARTICLE</b>	<b>8</b>	<b>BAIL</b>	5
		Section 1 – Bail	5
		Section 2 – Indemnity	5
		Section 3 – Subpoenas	6
<b>ARTICLE</b>	<b>9</b>	<b>JOB DUTIES</b>	6
		Section 1 – Assigning Of Work Duties	6
		Section 2 – Performance Evaluations	6
		Section 3 – Safety	7
<b>ARTICLE</b>	<b>10</b>	<b>WRITTEN RECORD OF EMPLOYMENT DISCIPLINE</b>	7
		Section 1 – Corrective Action	7
		Section 2 -- Discipline	7
		Section 3 -- Complaints	8
		Section 4 -- Rebuttals	8
<b>ARTICLE</b>	<b>11</b>	<b>PERSONNEL FILES</b>	8
		Section 1 – Right To Review Personnel Files	8
		Section 2 – Right To Respond To Derogatory Material	8
<b>ARTICLE</b>	<b>12</b>	<b>LABOR-MANAGEMENT COMMITTEE</b>	9
		Section 1- Purpose Of The Labor Management Committee	9
		Section 2 – Dignity and Respect	9
		Section 3 - Workload	9
<b>ARTICLE</b>	<b>13</b>	<b>LEAVE OF ABSENCE</b>	9
		Section 1 – Educational Advancement	9

		Section 2 – Unpaid Leave	10
		Section 3 – Catastrophic Leave Program	10
		Section 4 - Personal Leave	11
		Section 5 – Bereavement Leave	11
		Section 6 – Paid vs. Unpaid Status	11
		Section 7 – School Visit Leave	11
<b>ARTICLE</b>	<b>14</b>	<b>SENIORITY</b>	<b>12</b>
		Section 1 – Accruing Seniority	12
		Section 2 – In The Event Of A Layoff	12
		Section 3 – Promotions	12
<b>ARTICLE</b>	<b>15</b>	<b>JUST CAUSE</b>	<b>12</b>
<b>ARTICLE</b>	<b>16</b>	<b>GRIEVANCE PROCEDURE</b>	<b>12</b>
		Section 1 – Grievance Definition	12
		Section 2 – Procedure and Process Steps	12
		Section 3 – Binding Decisions	14
		Section 4 – Arbitrator Cost	14
		Section 5 - Post Hearing Brief Waiver	14
<b>ARTICLE</b>	<b>17</b>	<b>MAINTENANCE OF STANDARDS</b>	<b>14</b>
<b>ARTICLE</b>	<b>18</b>	<b>HOURS OF WORK</b>	<b>15</b>
		Section 1 – Applicable Laws	15
		Section 2 – Reporting Absences For Weekend Work	15
		Section 3 – Crediting Comparable Hours Of Work	15
		Section 4 – Day of Rest	15
<b>ARTICLE</b>	<b>19</b>	<b>JURY DUTY</b>	<b>15</b>
<b>ARTICLE</b>	<b>20</b>	<b>SICK LEAVE</b>	<b>16</b>
		Section 1 – Accruing Sick Leave	16
		Section 2 – Sick Leave Usage	16
		Section 3 – Reporting Sick Leave	16
		Section 4 – Verification Of Illness	16
<b>ARTICLE</b>	<b>21</b>	<b>HOLIDAYS AND PERSONAL DAYS</b>	<b>16</b>
<b>ARTICLE</b>	<b>22</b>	<b>VACATION</b>	<b>17</b>
		Section 1 – Vacation Accrual	17
		Section 2 – Accrual Limitation(s)	17
		Section 3 – Time Off Requests	17
		Section 5 – Optional Cash Out	17
		Section 6 – Cash Out Upon Termination	17
		Section 7 – Operational Needs and Reimbursement	18
		Section 8-- Conversion	18
		Section 9—Accuracy of Leave Balances	18
<b>ARTICLE</b>	<b>23</b>	<b>AUTOMOBILE ALLOWANCE AND EXPENSES</b>	<b>18</b>
		Section 1 – Allowance And Reimbursements	18
		Section 2 – Eligibility For Allowance	18
		Section 3 – Auto Insurance And License	18
		Section 4 – Advance Auto Allowance	18
		Section 5 – Advance Auto Allowance Limitations	19
		Section 6 – Car Safety Kit & AAA	19
<b>ARTICLE</b>	<b>24</b>	<b>WAGES</b>	<b>19</b>
		Section 1 – Wag of Salary Step Increases	19
		Section 2 – Bilingual Differential	19
		Appendix A Modification	19
<b>ARTICLE</b>	<b>25</b>	<b>LEAD ASSIGNMENTS AND DIFFERENTIALS</b>	<b>20</b>
		Section 1 – Assignments	20

		Section 2 – Differentials	20
<b>ARTICLE</b>	<b>26</b>	<b>PENSION</b>	20
		Section 1 – Pension Fund	20
		Section 2 – Voluntary Retirement Supplemental Account	21
<b>ARTICLE</b>	<b>26</b>	<b>HEALTH AND WELFARE PLAN DENTAL, EYECARE AND PRESCRIPTION PLAN</b>	21
		Section 1 – Eligibility For Coverage	21
		Section 2 – Employer Contribution	21
		Section 3 – Proof Of Insurance Coverage With An Outside Plan	21
		Section 4 – Alternative Benefit Plan	22
<b>ARTICLE</b>	<b>27</b>	<b>CELL PHONE EXPENSES</b>	22
		Section 1- Purpose	22
		Section 2 – Personal Cell Phone Reimbursement	22
		Section 3 – Employer Provided Cell Phone	22
		Section 4 - Reimbursement	22
<b>ARTICLE</b>	<b>28</b>	<b>CHILD CARE REIMBURSEMENT</b>	23
<b>ARTICLE</b>	<b>29</b>	<b>PROBATIONARY PERIOD</b>	23
<b>ARTICLE</b>	<b>30</b>	<b>NO STRIKE</b>	23
<b>ARTICLE</b>	<b>31</b>	<b>PROJECT STAFF</b>	23
<b>ARTICLE</b>	<b>32</b>	<b>REDUCTION IN FORCE</b>	24
		Section 1 – Notice	24
		Section 2 – Exceptions	24
		Section 3 – Order Of Layoff	24
		Section 4 – Other	24
<b>ARTICLE</b>	<b>33</b>	<b>SEVERANCE PAY</b>	25
		Section 1 – Eligibility For Severance Pay	25
		Section 2 – Separation, Notice And Leave Balances	25
<b>ARTICLE</b>	<b>34</b>	<b>TRAVEL</b>	25
<b>ARTICLE</b>	<b>35</b>	<b>REPORTING OF IMPROPER WORKPLACE BEHAVIOR</b>	25
<b>ARTICLE</b>	<b>36</b>	<b>LENGTH OF AGREEMENT</b>	26
<b>APPX</b>	<b>A</b>	<b>WAGE/SALARY STEP SCHEDULE</b>	27
<b>Side Letter</b>		<b>Step Scale and Classification Transitions</b>	29

## **AGREEMENT**

This **AGREEMENT** is between the SEIU, Local 221, hereinafter called the Employer, and the Pacific Northwest Staff Union, hereinafter called the Union. The **AGREEMENT** shall cover all operations of the Employer within San Diego County and contiguous Counties. The Employer agrees to be bound by the terms and conditions of this **AGREEMENT**. The Employer and the Union further agree that all employees shall be treated with dignity and respect.

### **ARTICLE 1 - PARTIES TO THE AGREEMENT**

#### **Section 1 – Operations Covered**

The execution of the **AGREEMENT** on the part of the Employer shall cover all employees of the Employer in the bargaining unit at existing buildings, locations and at new buildings or locations and at any other new operations of the Employer within the jurisdiction of the Union in regards to wages, hours and other conditions of employment.

#### **Section 2 – Employees and Classifications Covered**

Classifications covered by this **AGREEMENT** are listed in **APPENDIX A**.

#### **Section 3 – Successors and Assigns**

This **AGREEMENT** shall be binding upon any successors, administrators of trustees of the Employer, for the life thereof. In the event that the entire operation is transferred to or taken over by any successors, administrator, or trustee, such operation of this **AGREEMENT** shall continue for the term as defined in **ARTICLE 33**. The Union shall be advised of the exact nature of any transaction as far in advance as possible.

#### **Section 4 – Policies and Procedures**

- a. The Employer reserves the right to establish policies and procedures necessary for the efficient operation of the Local, provided that they do not conflict with the provisions of this **AGREEMENT**.
- b. The Union reserves the right to negotiate over any workplace policies not explicitly covered by this **AGREEMENT** but affecting members of the bargaining unit. The employer shall furnish the Union copies of said policies no fewer than thirty (30) days prior to their implementation.

#### **Section 5 – Savings Clause**

In the event any Federal or State law or regulation or governmental order or the final decision of any court or board of competent jurisdiction affects any one or more provisions of this Contract, the provision or provisions so affected shall be made to comply with the requirements of such law, regulation, governmental order or decision for the localities within the jurisdiction and otherwise the Contract shall continue in full force and effect.

## **ARTICLE 2 – RECOGNITION, UNION SHOP AND CHECK-OFF**

### **Section 1 – Recognition**

The Employer recognizes and acknowledges the Union as the exclusive representative of all employees of the Employer in covered classifications.

### **Section 2 – Hiring**

When the Employer needs additional employees, the Union shall be given equal opportunity with all other sources to provide suitable applicants. The Employer shall not be required to hire those referred by the Union. When hiring a bargaining unit position, the Union shall have the right to request a bargaining unit member serve on the hiring panel, and shall make such request within two (2) work days of the posting. The Employer shall respond to such request in writing before the interview process begins. Participation of a bargaining unit member shall not preclude the Employer from selecting a candidate of the Employer's choice.

### **Section 3 - Union Membership Status and Maintenance of Membership**

**Membership:** It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on or before the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement who are hired after its effective date shall, not later than the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. All of the foregoing provisions shall be implemented in accordance with, and consistent with, applicable federal and state laws.

**Fair Share Dissenter:** The parties recognize that an employee will have the option of declining to participate as a member in the Union yet contribute financially to the activities of the Union in representing such employee as a member of the bargaining unit. Therefore, as an alternative to and in lieu of the membership requirements of the previous section (paragraph 1 Membership of this Article), an employee who declines membership in the Union shall pay to the Union each month a representation fee in an amount identified by the Union, but which shall not be higher than full membership dues. The representation fee shall be collected by the Employer in the same manner as monthly membership dues.

**Religious Objector:** A bargaining unit employee who demonstrates a bona fide religious belief or tenet as determined by the established application and determination procedures of the Union, consistent with applicable state and federal statute, rules and regulations, and such employee is prohibited from becoming a member of the Union by such belief, such employee shall pay to the Union each month an amount of money equivalent to such regular current union dues to the Union, who shall then transmit that amount to a non-religious charity of the employee's choice from a list of non-religious based charities provided by the Union. Receipt of such transmittal to the charity organization shall be provided to the employee on an annual basis.

**Maintenance of Membership:** Employees who are required hereunder to maintain membership in the Union and pay union dues, or maintain non-member status and pay representation fees, and fail to do so

shall, upon notice of such fact in writing from the Union to the Employer, be terminated thirty (30) days after receipt of said written notice to the Employer.

#### **Section 4 - Deductions**

**Dues and Fees:** The Employer shall deduct dues and fees from the pay of any employee who the Union notifies the Employer has authorized such deductions in writing.

**Verification of Authorization to Deduct:** Upon request for verification, payroll deduction authorization cards shall be submitted to the Employer from the Union showing the authorization for deduction and the employee's signature.

**Remittance List:** The Employer will provide each month, a list of employees whose dues and any fees have been so deducted. The list will include the first, middle, and last name, employee identification number, gross pay in which the dues/fees are based, and the amount of the dues/fees. The Employer shall provide the remittance list in excel format.

**Change in Status Notification:** The Employer shall notify the Union of any change in an employee's employment status, the Employer will provide the Union a copy of the Change Employment Status Form.

**COPE:** The Employer will deduct any voluntary written, authorized contribution to the SEIU Committee on Political Education (COPE) from the bi-weekly pay of members. The Employer will transmit the deductions to SEIU in a timely manner. The written authorization for deduction of pay for COPE shall be maintained by the Employer.

### **ARTICLE 3 - NON-DISCRIMINATION**

#### **Section 1 – Prohibition on Discrimination**

No employee or applicant for employment shall be discriminated against because of membership in the Union or Union activity. Neither the Employer nor the Union shall discriminate against any employee or applicant for employment covered by this AGREEMENT due to race, color, religion, creed, gender, national origin, age, political affiliation, marital status, military status, veteran status, sexual identity, gender identity, gender expression, pregnancy, disability, genetic information, medical condition, HIV status, or any other characteristic protected by law (except to the extent that the individual is unable to perform their job). The Local will follow all applicable laws.

#### **Section 2 – Role of the Labor Management Committee**

The Labor-Management Committee shall have within its scope of issue for advisory review matters related to organizational equity and inclusion. Recommendations of the Committee are advisory and may be implemented by the Employer at its sole discretion.

### **ARTICLE 4 - OTHER AGREEMENTS**

The Employer agrees not to enter into any agreement or AGREEMENT with any employee covered by this AGREEMENT, individually or collectively, which in any way conflicts with the terms and provisions of this AGREEMENT. Any such conflicting agreement shall be null and void.

## **ARTICLE 5 - UNION RIGHTS**

### **Section 1 – Stewards**

The Employer recognizes the right of the Union to designate three (3) stewards and two (2) alternates from employees covered by this AGREEMENT at; one (1) steward and alternate for the clerical employees and two (2) stewards and alternate for the salaried employees. Upon advance request, the steward or designated alternate shall be permitted, as soon as practicable, reasonable time to investigate, present and process grievances during working hours both on and off the Employer's property without loss of pay. The Employer recognizes the right of the steward or designated alternate to be provided access to information relevant to a grievance or a complaint alleging a violation of this AGREEMENT. In the event information requested is deemed confidential to an employee, the Union shall secure written permission from the employee involved and present such permission to the Employer. The Employer further recognizes an employee's right to be given requested representation by a steward or the designated alternate at such time as the employee reasonably contemplates disciplinary action. The Employer also recognizes the steward's right to be given requested representation by the designated alternate at such time as the steward reasonably contemplates disciplinary action. The Employer shall grant the Union steward the right to discuss Union business with employees for reasonable period of time during working hours and on the Employer's premises. The Union shall provide advance notice to the Employer of such meetings and agrees not to schedule meetings which conflict with scheduled Local 221 meetings requiring staff participation.

### **Section 2 – Union Visitation**

Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the AGREEMENT is being adhered to, provided there is no interruption of the employee work schedule. The Union shall provide the Employer with a list of authorized representatives.

### **Section 3 – Posting**

The Employer agrees to provide Union bulletin board(s) and suitable space for it in the workplace. Postings on it are to be confined to official business of the Union.

### **Section 4 - Leave for Union Activities**

The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend the Union's convention or serve in any capacity on official Union business, providing sufficient advance notice is given to the Employer in writing. Leave under this provision shall not exceed ten (10) consecutive days. Consideration shall be given to the number of employees affected so there shall be no disruption of the Employer's operations.

### **Section 5 – Picket Lines**

It shall not be a violation of this AGREEMENT, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross or work behind any lawful, primary picket line including at the Employer's place of business.



## **Section 6 - Member List**

The Employer agrees to provide the Union a list of members in the bargaining unit quarterly (March, June, September and December) which includes their last reported home address and phone number, their work address and phone number, their rate of pay and date of hire.

## **ARTICLE 6 – MANAGEMENT RIGHTS**

Except as specifically limited by an express provision of this Agreement, the Union recognizes and acknowledges that management exclusively has the sole right to:

- (a) Operate and administer its affairs, to direct the working force, to plan, direct and control operations;
- (b) Maintain order, discipline, profitability, efficiency, productivity, standards and service quality;
- (c) Determine the location of operations, the schedules of operations, the methods of production; determine job content, quality and quantity requirements; the qualifications of an employee to perform any particular job and a reasonable method to assess that performance;
- (d) Classify, layoff and recall employees and select employees for positions excluded from the bargaining unit;

## **ARTICLE 7 - BONDS**

Should the Employer require any employee to give bond, any premium shall be paid by the Employer. The primary obligation to procure the bond shall be on the Employer.

## **ARTICLE 8 - BAIL**

### **Section 1 – Bail**

When an employee is arrested at the direction of the Employer in the performance of the Employer's business, the Employer shall pay all expenses related to the arrest, including, but not limited to, bail, attorney fees and fines. The employee shall be compensated for time spent away from work due to such arrest at their regular rate of pay. The Employer further agrees to assume all judgments and awards which result through court action against said employee. In the event an employee is subpoenaed as a witness in an Employer-related case, the employee shall be paid at the regular rate of pay and for all expenses incurred.

### **Section 2 – Indemnity**

The Employer agrees to provide, without cost to the employee, the service of an attorney for legal representation, which is required due to the employee's good faith activities in the course of their duty and employment as an agent of the Employer.

### Section 3 – Subpoenas

In the event an employee is subpoenaed as a witness in an Employer-related case, the employee shall be compensated for their time at the regular rate of pay and reimbursed for any other expenses they may incur.

## **ARTICLE 9 - JOB DUTIES**

### Section 1 – Assigning Of Work Duties

The Employer shall make known to each employee the duties they are expected to perform and from whom they are to receive their instructions. The Employer shall provide comprehensive training to each employee in order for staff to achieve competency in their job and to advance the goals of the Union. If there is a significant change in duties due to a reassignment or additions to their current assignments, employees shall receive training appropriate to their experience and the nature of the new responsibilities. SEIU and PNWSU will review current training availability and recommend what training should be offered, including new employee trainings and the senior-in-training program, this review will be completed during the first year of this AGREEMENT.

#### **Training Request Procedure Trial:**

Effective upon ratification of this Agreement through December 1, 2019, the Employer will apply the following procedure: Employees may request types of job-related training to strengthen their skill set, which shall not be unreasonably denied. If an employee's request is denied, management shall provide a justifiable reason for the denial, such as providing an alternative.

This training request procedure trial shall be subject to discussion and renegotiation. Absent agreement, the Training Request Procedure will discontinue.

### Section 2 – Performance Evaluations

The Employer shall conduct the following written performance evaluations for each employee covered by this AGREEMENT:

1. During their probationary period, at the half-way point of their probation.
2. Upon completing probation, at the conclusion of the first six (6) months for hourly, and first twelve (12) months of employment for salaried
3. At least annually thereafter, which should correspond with the employee's anniversary (date of hire) if possible.
4. During the first year, performance evaluations will usually occur during the sixth and twelfth month of employment during the first year.

The best effort will be made to meet timelines as noted above. If an employee has not received a written performance evaluation in accordance with the timeline set forth above, the employee may request such an evaluation form. In the absence of a timely evaluation by the anniversary date, such performance shall be deemed to have met standards through the date of the next evaluation.

### Section 3 – Safety

Employees who believe their personal safety could be threatened in neighborhoods where they are assigned to perform house visits alone, shall notify their immediate supervisor. In such cases, employees will be assigned a partner and not be required to perform house visits alone. The refusal of an employee to conduct house visits alone will not constitute a charge of insubordination as it directly relates to concerns over safety.

## **ARTICLE 10 - WRITTEN RECORD OF EMPLOYMENT DISCIPLINE**

### Section 1 – Corrective Action

- A. Corrective Action is a non-disciplinary action intended to improve employee performance and/or conduct through supportive feedback and learning. Corrective Action does not adversely affect an employee's rights, compensation, or employment status and therefore is not grievable or arbitrable.
- B. The Employer will use the following methods of Corrective Action except where discipline is warranted by the seriousness of an employee's misconduct or performance failure.
  1. Verbal Counseling
  2. Written Counseling Memorandum
  3. Written Performance Improvement Plan
- C. The Employer agrees to counsel an employee regarding any potential discipline over an issue not covered by this AGREEMENT or the Employer's Policy and Procedures prior to beginning progressive discipline except where the seriousness of an employee's misconduct and/or performance failure warrants discipline.

### Section 2 – Discipline

- a) The Employer agrees to follow steps below in accordance with progressive discipline.
  1. First Action: Written warning
  2. Second Action: Written warning and/or suspension without pay
  3. Third Action: Demotion (if applicable)
  4. Fourth Action: Termination
- b) The principle of progressive discipline shall not be so rigidly applied so as to prevent SEIU 221 from imposing discipline up to and including termination for an employee's actions in certain circumstances.
- c) Any discipline will be rendered within five (5) work days of the conclusion of a reasonably expedient investigation. A reasonably expedient investigation shall mean any Employer investigation which is initiated within ten (10) work days of knowledge of any potential issue from which discipline might result. Should any employer investigation, with the exception of third party investigations, take longer than twenty (20) calendar days to complete, a status update shall be sent to the Union informing them of the status and projected timeline of the investigation prior to the twentieth (20) day of the investigation. Third party investigations shall require a status update and meet and confer at sixty (60) calendar days if the investigation is ongoing prior to the sixtieth (60<sup>th</sup>) day of the investigation. Investigations that do not involve a third party investigator will be completed within sixty (60) days.

- d) Upon presenting any discipline to any employee, the Employer shall give a copy of the discipline to the Union.
- e) Discipline shall be removed from the employee's personnel file after eighteen (18) months if there is no discipline in the interim. Any notice or entry so removed shall not be used as the basis for any future discipline, and shall not be used against the employee in any grievance or arbitration proceedings.

### Section 3 – Complaints

In the event that Local 221 determines that a member complaint could be the basis for disciplinary action, Local 221 will conduct an investigation within fifteen (15) calendar days of that complaint and report the results to the appropriate parties.

### Section 4 – Rebuttals

Employees are allowed to write a statement in response to any record kept in their personal file. Such statement will be attached to the record cited in the statement.

## **ARTICLE 11 - PERSONNEL FILES**

### Section 1 – Right to Review Personnel Files

An employee shall have the right, upon reasonable request, to review the contents of his/her personnel file. There shall be only one (1) personnel file per employee. The personnel file shall be separate from Employer files relating to sensitive and protected medical information. A representative of the Union may, at the employee's request, accompany him/her in this review, or may review said file with written authorization from the employee. Any review of the medical information retained by Employer may also be viewed by employee, however, if an employee's representative wishes to view such information a release and waiver must first be submitted to Employer from Employee authorizing disclosure of medically sensitive material, which includes any information requests received for any reason from the Union to Employer.

### Section 2 – Right to Respond to Derogatory Material

- a) Any derogatory material placed in an employee's file shall be dated and shown to the employee. Should any material derogatory to an employee's conduct, service, character, or personality be placed in his/her personnel file, the employee shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has been shown the material and does not necessarily indicate agreement with the contents. Should derogatory material be placed in an employee's file without their knowledge the material shall be removed immediately.
- b) An employee shall have the right to answer any derogatory material of the type indicated in the paragraph above which is included in his/her personnel file and such answer shall be attached to the file copy.

## **ARTICLE 12 - LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee composed of three (3) representatives from the Union and two (2) representatives from the Employer.

### **Section 1 – Purpose of the Labor Management Committee**

The mission of the Labor-Management Committee shall be to discuss issues of concern to either party such as: the correction of working conditions resulting in misunderstandings, the promotion of education, training and staff recruitment, the safeguarding of health and safety, technology and equipment. The committee will meet in order to promote harmonious working relations between the parties. The Labor-Management Committee shall meet as frequently as needed by mutual agreement and shall meet no less than four (4) times per year during the months of January, April, July and October.

### **Section 2 – Dignity and Respect**

- a) The Employer and the Union are committed to support the practice of all employees interacting in a dignified and respectful manner at all times in the workplace. To memorialize this ongoing commitment the Employer agrees with the Union to give dignity and respect issues first priority at the Labor-Management committee meetings.
- b) Employees with dignity and respect concerns may be called upon to make presentations at these committee meetings. If it appears to be beneficial, a special facilitator may be brought in by the parties through a mutually acceptable process. The Employer and the Union understand that issues related to ARTICLE 12 are not subject to the grievance procedure.

### **Section 3 – Workload**

Workload distribution will be a regular agenda item at Labor-Management Committee meetings. All significant workload changes will be reported to the Union at least fourteen (14) days in advance when operationally possible, unless emergency situations or operational restrictions exist. Should the Union have concerns or questions about reported workload changes, the Employer agrees to discuss such changes with the Union. It shall be the intent of the parties that the scheduling of such discussion shall be as soon as is practical. Any discussion regarding workload changes are not subject to meet and confer per Article 6 of this AGREEMENT.

## **ARTICLE 13 - LEAVE OF ABSENCE**

### **Section 1 - Educational Advancement**

Employees are encouraged to attend labor studies classes, and seminars related to their employment. Where possible, work schedules shall be arranged in order for the employee to attend. To qualify for tuition, textbook and expense reimbursement, such classes and seminars must be submitted to the employee's supervisor. The President shall have final approval and the employee shall receive a response within 14 days of receiving the request. Approval shall not be arbitrarily or capriciously denied. The employee after receiving approval shall submit proper documentation and/or receipts for the cost of tuition, textbooks and related expenses for reimbursement.

## **Section 2 – Unpaid Leave**

The employer will provide up to seven (7) weeks of job-protected, unpaid leave during any twelve (12) month period to eligible, covered employees for the following reasons: 1) birth and care of the eligible employee's child, or placement for adoption or foster care of a child with the employee; 2) care of an immediate family member (spouse, child, parent) who has a serious health condition; or 3) care of the employee's own serious health condition. It also requires that employee's group health benefits be maintained during the leave. The policy of maternity or paternity leave as mutually agreed will allow for an extended period of unpaid leave, as defined in such policy.

## **Section 3 – Catastrophic Leave Program**

Vacation, personal, and compensatory days and up to two (2) days of sick leave credits per fiscal year may be transferred to the childcare reimbursement fund and/or from one (1) or more employees to another employee, on a day by day basis, upon the request of both the receiving employee and the transferring employee, and upon approval of the Employer, under the following conditions:

1. The receiving employee is required to be absent from work, due to injury or the prolonged illness of the employee, employee's spouse/domestic partner or child; has exhausted all earned leave credits, including but not limited to sick leave and holiday credits, and is therefore facing financial hardship.
2. The total vacation, personal, compensatory and sick leave credits received by an employee shall normally not exceed three (3) months; however, if approved by the President, the total vacation, personal, compensatory and sick leave credits may be up to six (6) months.
3. Total vacation, personal, compensatory and sick leave credits in excess of six (6) months shall be considered on a case by case basis subject to the approval of the President.
4. The transfers are irrevocable, except in the event of death and will be indistinguishable from other vacation, personal, compensatory and sick leave credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.
5. Transfers shall be administered to the rules and regulations of the President and made on a prescribed form. Approvals of the receiving and donating employee and appropriate supervisors shall be provided for on such form.
6. The Employer will continue to provide health, dental and vision insurance at no cost to the employee as long as she/he is in paid status with the Employer for at least eighty (80) hours per month or while on an unpaid leave that requires that the Employer continue to pay for coverage, such as unpaid leave.
7. When an employee is on the payroll solely as a result of donated time, there shall be no further vacation, holiday, personal or sick leave time accrued to the employee.

#### Section 4 – Personal Leave

Unpaid leaves of absence may be granted those employees having served at least one (1) year with the Employer leave may be granted for a period up to but not to exceed one (1) year without pay or benefits. The leave, including the length of time off, shall be by mutual agreement between the employee and the President.

#### Section 5 – Bereavement Leave

- a. In the event of the death of a member of the employee's immediate family (husband, wife, child, mother, father, mother-in-law, father-in-law, brother or sister, legal guardian, step-mother, step-father, step-child, son-in-law, daughter-in-law, grandparent, grandchild, domestic partner, biological aunts, biological uncles, cousin, step-brother, step-sister, brother-in-law, sister-in-law) bereavement leave, without loss of pay, shall be granted for up to five (5) working days for a death within the state and seven (7) working days for a death requiring travel outside the state. The employee must have identified in writing to the Employer the name of his/her domestic partner prior to their death to qualify for this benefit.
- b. Funeral leave pay will only be made to employees for actual time spent away from work for the funeral or its arrangements. For example, if the funeral occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive paid time off in addition to paid funeral leave.
- c. All employees utilizing Bereavement Leave shall submit, within 30 days of use of leave, documentation to verify the need for leave. (Example: Funeral notice or pamphlet, obituary listing, death certificate)

#### Section 6 – Paid vs. Unpaid Status

An employee on paid leave shall continue to accrue vacation, holiday and sick leave as long as the employee remains on a paid status, excluding, donated catastrophic leave, provided in ARTICLE 13, Section 3.

#### Section 7 – School Visit Leave

School visit leave is up to five (5) work days each year taken by a parent, guardian, or grandparent having custody of one (1) or more children who are in school (pre-school through grade 12) or who is attending a licensed daycare facility to participate in the activities of the child's school or daycare.

Eligible employees desiring to take school visit leave must use any of their paid leave (vacation, comp, personal) days. Employees may not use sick leave for school visit leave.

The Employer may require the employee taking school visit leave to provide written documentation from the school or daycare facility evidencing the employee's participation.

## **ARTICLE 14 - SENIORITY**

### **Section 1 – Accruing Seniority**

- a. An employee's seniority shall begin accruing from the employee's date of hire by the Employer.
- b. Seniority shall not be affected by authorized leave of absence, sickness, injury, or layoff unless expressly permitted elsewhere in the AGREEMENT. Seniority for the purpose of calculating benefits and wage increases shall not accrue during periods of unpaid leave.

### **Section 2 – In the Event of a Layoff**

In the event of a lay-off, seniority by job classification shall be the determining factor unless the Employer determines that there is a need for specific language proficiency.

### **Section 3 – Promotions**

- a. Promotions shall be awarded on the basis of employee's seniority, merit, skill, and qualifications. Bargaining unit positions will be posted for a period of two (2) weeks prior to the filling of such position and management agrees to send an email advertising the opening to all bargaining unit staff at the beginning of the two-week period. (A promotion is defined as an increase in pay, with the exception of scheduled salary step increases.) Management reserves the right to advertise a vacant bargaining unit position externally during the two-week internal posting period.
- b. The Employer agrees to provide a Senior-in-Training program to any employee who has been promoted to a senior job classification. The employer shall create goals and guidelines for the promoted employee to clarify expectations and encourage success.

## **ARTICLE 15 - JUST CAUSE**

There shall be no discharge, suspension, or discipline except for Just Cause.

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

### **Section 1 – Grievance Definition**

A grievance shall be defined as a dispute as to the interpretation or application of this AGREEMENT, discipline, or an alleged violation of the Employer's policies and procedures. All grievances shall be submitted in writing and shall describe the facts and circumstances, the Article(s) and Section(s) of the AGREEMENT alleged to have been violated, and shall specify the remedy requested.

### **Section 2 – Procedure and Process Steps**

- a. A grievance may be filed by the Union or the employee within thirty (30) calendar days of the alleged violation or date of discovery. Any time limits noted herein may be waived by mutual written, i.e. email, fax, etc., agreement of the parties. If management fails to adhere to the timeframes listed



in this Article, the Union may automatically advance the grievance to the next step. If the union fails to adhere to the timeframes listed in this Article, the grievance shall be considered stale. At the time discipline is presented, the employee and Union shall be entitled to receive a copy of any investigatory summary used to substantiate the discipline, as well as copies of any relevant past discipline or performance evaluations if used to support the discipline. "Investigatory summary" means a written summary of the Employer's investigation, if one exists. The Union shall have the right to request any additional information relevant to the processing of the grievance.

**b. Step 1 – Immediate Supervisor**

1. The immediate supervisor shall meet with the Union within ten (10) working days of notice to the Employer of such grievance.
2. If the matter is not resolved in the Step 1, the Employer has ten (10) working days to provide a written response of its position and rationale to the Union and the grievant (if applicable). The Union and/or grievant may escalate the grievance to Step 2. The escalation from Step 1 to Step 2 shall be made by the Union and/or grievant within ten (10) working days from the date of the written response from the Employer at Step 1.

**c. Step 2 – Staff Director**

1. In the event that the Staff Director is the immediate supervisor, the grievance may advance directly to Step 3.
2. The Staff Director shall meet with the Union and grievant (if applicable) within ten (10) working days of receipt of the grievance.
3. If the matter is not resolved in Step 2, the Employer has ten (10) working days to provide a written response of its position and rationale to the Union and the grievant (if applicable). The Union and/or grievant may escalate the grievance to Step 3. The escalation from Step 2 to Step 3 shall be made by the union and/or grievant within ten (10) working days from the date of the written response of the Employer at Step 2.

**d. Step 3 – President**

1. The President shall meet with the Union and grievant (if applicable) within ten (10) working days of receipt of the grievance.
2. If the matter is not resolved in Step 3, the Employer has ten (10) working days to provide a written response of its position and rationale to the Union and the grievant (if applicable). The Union and/or grievant may escalate the grievance to Step 4. The escalation from Step 3 to Step 4 shall be made by the Union and/or grievant within ten (10) working days from the date of the written response from the Employer at Step 3.

**e. Step 4 – Review before State Mediation and Conciliation Services, SMCS**

- 1. Failing settlement in Step 3, for grievances over suspension, demotion, and termination, the union's request for mediation must be made in writing and submitted to the Staff Director. The Employer shall attempt to obtain the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) or, another mutually agreeable mediation service.**
- 2. The Employer shall contact the mediator to schedule within fifteen (15) working days of the receipt of the request. The mediator will determine whether witnesses are necessary; formal rules of evidence shall not apply.**
- 3. If the grievance is not resolved and if both parties agree, the mediator may be requested to provide an immediate oral opinion as to how he/she would rule at arbitration. Such opinion shall be advisory only. However, upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, including a brief statement of the reasons for the opinion. The parties acknowledge that all aspects of the mediation are confidential and shall not be admissible or used in any subsequent arbitration.**
- 4. The fees and expenses of the mediator, if any, shall be shared equally by the parties.**

**e. Step 5 – Arbitration**

The Union may escalate the grievance to binding arbitration. An arbitrator shall be selected by mutual agreement. The Union must request arbitration within thirty (30) calendar days of receipt of the President's denial of the grievance. An arbitrator shall be selected by mutual agreement. If the Employer and the Union cannot agree, they shall request a list of five (5) arbitrators from SMCS and alternately strike names until an arbitrator is selected.

**Section 3 – Binding Decisions**

The arbitrator's decision shall be final and binding.

**Section 4 – Arbitrator Cost**

The cost of the arbitrator shall be shared equally by the Employer and the Union.

**Section 5 – Post-Hearing Brief Waiver**

Post-hearing briefs may be waived by mutual agreement of the Union and the Employer.

**ARTICLE 17 - MAINTENANCE OF STANDARDS**

No employee shall suffer a reduction of wages, hours, benefits, or working conditions as a result of this AGREEMENT.

## **ARTICLE 18 - HOURS OF WORK**

### **Section 1 – Applicable Laws**

The Employer will comply with all applicable wage and hour laws.

### **Section 2 – Reporting Absence for Weekend Work**

An employee who is unable to report for assigned weekend work shall call their supervisor at least one (1) hour before their scheduled assignment.

### **Section 3 – Crediting Comparable Hours of Work**

- a. For every three (3) weekend days (Saturdays or Sundays) an employee is assigned to work and does work, the employee shall be credited with one (1) day of compensatory time.
- b. If a salaried employee is assigned to work and does work on a holiday (as defined in Article 21 Holidays) such employee will receive one (1) day of compensatory time. If an hourly employee is assigned to work and does work on a holiday such employee will receive two and a half (2 ½) times their regular rate of pay.
- c. Any compensatory time taken must be approved by the supervisor in advance. Employee request to take compensatory time shall not be unreasonably denied.
- d. Employees may accrue up to ten (10) days of compensatory time. Once an employee has accrued ten (10) days of compensatory time, no further compensatory time shall accrue until the balance is lowered. However, if the employee's request to use the accrued compensatory time is denied, or if in the opinion of the supervisor and the approval of the President, extraordinary circumstances require the continued presence of the employee at the work assignment, they shall continue to accrue compensatory time.
- e. Employees' compensatory time balances will be posted bi-weekly on the employee's pay stub.

### **Section 4 - Day of Rest**

The Employer agrees employees generally should not work more than six (6) consecutive days.

## **ARTICLE 19 – JURY DUTY**

An employee required to report for jury service or subpoenaed to appear, as a witness in a judicial proceeding, shall be excused from work for the time that he/she otherwise would have worked. The employees shall receive from the Employer pay equal to his or her normal pay.

## **ARTICLE 20 – SICK LEAVE**

### **Section 1 – Accruing Sick Leave**

Each employee shall be entitled to twelve (12) days of paid sick leave per year, earned at the rate of one (1) day per month. This leave shall be earned before being granted. There shall be no limit from year to year of the days accumulated.

### **Section 2 – Sick Leave Usage**

Employees may use sick leave days for illness/injury, care of children, spouse/domestic partner, parent, and for full day dental and doctor appointments provided reasonable notice is given where practicable.

### **Section 3 – Reporting Sick Leave**

An employee who is sick shall call his/her supervisor no later than 9:00 A.M. on the day on which sick leave can be used.

### **Section 4 – Verification of Illness**

Employees who are absent on sick leave for more than five (5) consecutive days may be required to provide verification of illness by a healthcare professional.

## **ARTICLE 21 – HOLIDAYS AND PERSONAL LEAVE DAYS**

- a) Each calendar year, the Employer shall grant time off with pay for the following holidays: New Year's Day, Martin Luther King's Birthday, Cesar Chavez' Birthday, President's Day, Memorial Day, IndependenceDay, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas, and New Year's Eve.
- b) Each employee will accrue one floating holiday on the first full pay period of each calendar year to be taken at the employee's discretion. The one floating holiday must be used in the year in which it is accrued, unless the last pay period of the year extends into the net year, in which case the unused floating holiday may be used until they reset during the first full pay period of the next calendar year.
- c) If an official holiday falls on a Saturday, the Friday preceding the holiday shall be the day holiday is observed. If an official holiday falls on a Sunday, the Monday following the holiday shall be the day the holiday is observed.
- d) If an employee is required and does work on any holiday(s) listed above, that employee will receive a compensatory day off.
- e) Effective on the first full pay period each calendar year each employee shall be granted four (4) Personal Leave Days with pay. Unused Personal Leave Days are not paid off at the time of separation. Personal Leave Days must be used in the year in which they are accrued, unless the last pay period of the year extends into the next year, in which case unused personal days may be used until they reset during the first full pay period of the next calendar year. However, if the employee requests to use any accrued Personal Leave Days within a reasonable time and is denied, he/she shall be able to roll over any such Personal Day into the next calendar year. Employees who begin

employment after the first full pay period of the year will receive a pro-rated amount of personal days that corresponds with the number of quarters with time worked remaining in the year they are hired. Yearly quarters are January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31 (example: if an employee begins employment in April, they will receive 3 personal days, if they begin in November they will receive 1 personal day).

## **ARTICLE 22 – VACATION**

### **Section 1 – Vacation Accrual**

Employees are entitled to paid vacation. Upon the request of the employee, vacation pay shall be paid in advance of the employee's vacation. Vacation may be used as accrued and shall be earned as follows:

<b><u>Years of Service:</u></b>	<b><u>Accrual Rate:</u></b>
One (1) through four (4)	Three (3) weeks (120 hours, paid out at 4.62 hours per pay period)
Five (5) through ten (10)	Four (4) weeks (160 hours, paid out at 6.15 hours per pay period)
Eleven (11) and over	Five (5) weeks (200 hours, paid out at 7.69 hours per pay period)

### **Section 2 – Accrual Limitation(s)**

Employees may accrue up to seven (7) weeks' vacation time. Accrued vacation time shall be shown on the employee's paycheck. In the event that the employee is unable to arrange the time to use his/her vacation time due to workload restrictions or the Employer denies the request for vacation time the employee may elect to cash out up to two (2) weeks of vacation time. Once an employee has accrued seven (7) weeks' vacation time, no further vacation time shall be accrued until balance is lowered.

### **Section 3- Time Off Requests**

Management will approve or deny time off requests within thirty (30) calendar days from the date of the employee's request to their direct supervisor. Requests must be made by email and in the computerized timekeeping system concurrently. If management fails to approve or deny the request in writing within the thirty (30) calendar days, then the employee's request is automatically approved. This provision shall not apply to same day sick leave requests or emergency leave requests.

### **Section 4 – Optional Cash Out**

An employee may elect to cash out accrued vacation hours up to two (2) weeks (80 hours) provided that the employee has used at least ten (10) vacation days in the preceding six (6) months.

### **Section 5 – Cash Out Upon Termination of Employment**

In the event of termination, the employee shall receive payment for all earned, unused vacation on a pro-rata basis.

## Section 6 – Operational Needs and Reimbursement

In unusual circumstances requiring the presence of staff for work needs, the Employer reserves the right to cancel pre-approved vacation or compensatory time leave. When this is necessary, the Employer will make every effort to accommodate the employee's needs and, failing to do that, the Employer will reimburse reasonable expenses incurred by the staff member.

## Section 7– Conversion

An employee may convert vacation leave to sick leave when an employee is ill on three (3) or more consecutive days of his/her vacation and provides a doctor's statement. The conversion of time from vacation to sick leave shall not serve to alter or extend the scheduled calendar time of the vacation period unless such extension or alteration is mutually agreeable between the employee and employer.

## Section 8- Accuracy of Leave Balances

The employer shall maintain the accuracy of all employee leave balances.

# ARTICLE 23 – AUTOMOBILE ALLOWANCE AND EXPENSES

## Section 1 – Allowance and Reimbursements

The employer shall provide salaried employees with a car allowance of two hundred and eight dollars (\$208) per pay period. The Employer shall reimburse the employees for gas and oil expenses incurred in the course of their work. Tax liabilities on the car allowance shall be the responsibility of the employee.

## Section 2 – Eligibility for Allowance

It is understood by the parties that in order to be eligible for the automobile allowance, the employee must possess (own, lease, or rent) an automobile in good working order for business use.

## Section 3 – Auto Insurance and License

All employees who are required to drive their personal vehicle for business shall be required to provide evidence of liability insurance coverage on their automobile and proof of license.

## Section 4 – Advance Auto Allowance

- A. Non-Probationary salaried employees who so desire may request and receive an advance on their car allowance of up to one thousand dollars (\$1000) for the purpose of making a down payment on a car or any repair work on their personal vehicle which amounts to more than one (1) month's car allowance. Employees who take advantage of said loan for the purpose of car repairs shall submit receipts for completed work in the amount of the loan.
- B. Such loans shall be returned in equal monthly reductions of the car allowance in an amount no less than one hundred dollars (\$100) per month over a period not to exceed eighteen (18) months. Employee loans must be paid in full at separation of employment.

### **Section 5 – Advance Auto Allowance Limitations**

Employees who use this loan for the purpose of making a down payment on a car shall use it only for the purchase of a Union made car.

- A. No employee may receive an auto loan more than two (2) times in five (5) years.

### **Section 6 – Car Safety Kit & AAA**

All employees who travel regularly as part of their job description and duties will be provided a reimbursement of up to \$65.00 for a car safety kit. The car safety kit will be limited to supplies directly related to the safety and maintenance of their vehicle and itemized proof of such purchase will be required for reimbursement. Employees will be entitled to up to \$65.00 in reimbursements for maintenance of the car kit annually. As an alternative to the car safety kit, all employees who travel more than 100 miles a month as part of their duties and responsibilities will have the option of utilizing the \$65.00 reimbursement for the purpose of an AAA or similar membership annually, proof of membership purchase will be required for this reimbursement. Employees who participate in this reimbursement will also be required to sign a waiver of liability for use of such safety equipment or membership.

## **ARTICLE 24 – WAGES**

### **Section 1 – Wage or Salary Step Increases**

- a. Employees will be paid using the Wage or Salary Step Schedule as defined in Appendix A.
- b. Employees not at the maximum rate of their classification shall receive one (1) salary step increase on their anniversary date of hire except where other arrangements are specifically provided for in side letters to this AGREEMENT.
- c. Employees promoted shall be placed on the step in their new classification that provides for an increase in pay and shall advance to the next step of their new wage schedule on their next anniversary date.
- d. With respect to new-hire placement for salary purposes previous work experience shall be considered, including: year-for-year paid experience with SEIU, other paid union work, SEIU leadership experience, related rank and file experience, specialty skills or education, and internal equity.

### **Section 2 - Bilingual Differential**

- a. The Employer agrees to pay sixty five dollars (\$65.00) per pay period to any employee who is required in the course of their assigned duties in that pay period, to use a second language provided that the employee demonstrates an oral and written fluency in the second language required.

- b. Any dispute concerning the Employer's determination of an employee's oral and written fluency in a second language shall be resolved by a qualified person using a mutually agreed to standardized test.
- c. Employees who are expected by their supervisor to do simultaneous translation during meetings shall receive a pay differential of sixty-nine (\$69.00) per pay period for the pay period in which the employee has performed the duty.

### **Appendix A**

Effective in the first full pay period following ratification of this AGREEMENT by the Union and approval by the governing board of the Employer, the wage schedule shall be amended as shown in Appendix A. The parties agree that subsequent Across the Board (ATB) pay increases shown in Appendix A shall go into effect in the first full pay periods of February 2021 and February 2022.

## **ARTICLE 25 LEAD ASSIGNMENTS AND DIFFERENTIALS**

### **Section 1 – Assignments**

- A. Lead assignments may be made on the basis of team leadership and/or project leadership, both of which may be temporary in nature, depending on the needs of the Employer. The Chief of Staff or their designee shall have sole discretion with regard to assigning and revoking lead responsibilities.
- B. An assigned lead has the responsibility of coordinating and assigning work, providing training and mentoring for the employee(s) they are leading, and documenting work deficiencies and training needs for the appropriate supervisor, in addition to other responsibilities as determined by the Chief of Staff or their designee.

### **Section 2 - Differentials**

- A. Lead differentials shall be as follows:
  - 1. The standard lead differential is the equivalent of five (5%) of the employee's base salary.
  - 2. When an employee on the Senior scale is assigned to lead two (2) or more employees for a period of thirty (30) days or more, the employee shall be paid an additional differential equivalent to three percent (3%) of the employee's base salary and shall have the working title of "Senior Team Lead" for the duration of their lead assignment.
- B. Lead pay as defined in this section shall be available to all salaried classifications at every step of the wage scale except for Section 2.A.2 above.

## **ARTICLE 26 – PENSION**

### **Section 1 – Pension Fund**

The Employer shall cover all employees under the Service Employees International Union Affiliates Pension Fund for the life of this AGREEMENT.



**Section 2 – Voluntary Retirement Supplemental Account**

The Employer agrees to administer Bargaining Unit participation in the Labor Union 401-K Plan with no obligation for Employer matching contributions.

**ARTICLE 27 – HEALTH AND WELFARE, DENTAL, EYE CARE, AND PRESCRIPTION DRUG PLAN**

A Health and Welfare, Dental, Eye Care, and Prescription Drug Plan shall be provided and paid for by the Employer for all employees covered by this AGREEMENT. The employees shall be covered herein as follows:

**Section 1 – Eligibility for Coverage**

Health and Welfare, Dental, Eye Care, and Prescription Drug benefits shall be granted employees working eighty (80) hours or more per month.

**Section 2 - Employer Contribution**

The Employer agrees to pay for the following:

**A. The Employer agrees to pay for the following:**

- 1) Employee:
  - a) Kaiser Permanente
- 2) Employee plus one:
  - a) Kaiser Permanente
- 3) Employee plus two or more:
  - a) Kaiser Permanente
  - b) United Concordia Flex
  - c) Vision Plan of America

**B. Domestic Partner coverage is available with Kaiser Permanente and SEIU International Package pursuant to California laws pertaining to Registered Domestic Partnerships.**

**C. Employees must notify the Employer within thirty (30) days of any change in domestic circumstances which would result in a change in health, dental, vision, or prescriptions coverage (for instance, the addition of a child or the dissolution of a domestic partnership).**

**Section 3 – Proof of Insurance Coverage with an Outside Plan**

For employees who possess a Health and Welfare Plan provided by a source other than Local 221, the Employer will provide sixty-five dollars (\$65.00) monthly in lieu of the Local 221 Plan. The employee will provide proof of coverage.

#### Section 4 – Alternative Benefit Plan

If the Employer and the Union agree on an alternative benefit plan, then such a plan shall be incorporated as part of this AGREEMENT.

### **ARTICLE 28 – CELL PHONE EXPENSES**

#### Section 1 – Purpose

All salaried employees in the bargaining unit are required to carry a cell phone for official business of the Employer during the workday. Hourly employees shall only be required to use a cell phone for official business of the Employer if informed to do so in writing.

#### Section 2 – Personal Cell Phone Reimbursement

- A. Employees who are required by the Employer to use their personal cell phone for work shall receive a reimbursement of up to one hundred (\$100) per month, upon presentation of receipts for phone service. To receive the allowance, employees will be expected to have a smartphone that includes a data plan, voice messaging, and text messaging.
- B. Only those employees informed in writing by the Employer that they are required to use their personal cell phone for work shall be eligible for the reimbursement.
- C. The reimbursement of up to one hundred dollars (\$100) shall be the extent of the Employer's Liability to the employee for personal cell phone. All cell phone reimbursement requests shall be presented to the employer within 30 calendar days after the close of the billing cycle in which the reported cell phone usage has taken place.

#### Section 3 – Employer Provided Cell Phone

- A. The Employer may, at its sole discretion, issue a cell phone to an employee who is required to use a cell phone for work purposes. In the event that the Employer decides to make this change during the course of this AGREEMENT, personal cell phone reimbursements to said employee shall cease immediately once an eligible employee has been issued an employer-provided cell phone.
- B. Employees utilizing an Employer issued cell phone shall be responsible for any charges above the plan coverage including data, text, or other charges. Employees who exceed the allotted plan coverage shall be required to issue payment to SEIU 221 within 30 days of overuse.

#### Section 4 – Reimbursement

The Employer shall pay the employee for the reimbursement within 30 calendar days of submission.

## **ARTICLE 29 CHILD CARE REIMBURSEMENT**

- a. Effective October 1, 2002 the Employer will maintain a Child Care reimbursement bank from which a qualifying employee may utilize up to five hundred dollars (\$500) per year. In order to qualify for reimbursement an employee must be required to work before the hours of 8:00 a.m., after the hours of 5:30pm on a regular workday, on a paid Holiday or on a weekend. Employees must reimburse his or her childcare provider at a rate of at least \$15.00 per hour.
- b. Employees must complete and submit the Child Care reimbursement form with a receipt or other form of demonstrable proof of expense in order to be reimbursed for such expenses, all child care reimbursement requests shall be presented to the Employer within 30 calendar days after the close of the month in which the child care was utilized.
- c. The Employer shall pay the employee for the reimbursement within 30 calendar days of submission.

## **ARTICLE 30 PROBATIONARY PERIOD**

All newly hired field staff covered by this AGREEMENT shall serve a twelve (12)-month probationary period. Employees terminated during the probationary period shall not have recourse to Article 14, Just Cause and Article 15, Grievance Procedure. Hourly/support staff shall serve a six (6) month probationary period.

Organizers in Training who are placed in Local 221 through the WAVE program or any other program sponsored by the International Union and have uninterrupted service with Local 221 shall have their service time with Local 221 credited towards the twelve (12)-month probationary period.

## **ARTICLE 31 NO STRIKE**

It is mutually agreed that, during the life of this AGREEMENT the Union will not authorize or engage in any strike or work stoppage and the Employer shall not engage in a lockout of bargaining unit employees.

## **ARTICLE 32 PROJECT STAFF**

Temporary project staff hired during the current AGREEMENT shall, for the duration of a single defined assignment, be excluded from the bargaining unit. Temporary staff shall not be utilized in excess of six (6) months. Any exception to this policy will be mutually agreed upon by the Employer and the Union. Both parties agree that the intent of this clause is not to erode the bargaining unit or to displace the position of full-time staff. The Employer agrees to inform the Union of any such assignments, the number of temporary staff to be hired, the expected duration of the assignments, and upon the request of the Union, meet and confer over the impact of these actions on the bargaining unit.

In the event a temporary employee becomes a successful bidder and is subsequently hired into a regular position, his/her seniority date shall be the date he/she was hired as a temporary employee

## **ARTICLE 33 REDUCTION IN FORCE**

### **Section 1 – Notice**

In the event the Employer determines that it is necessary to reduce the number of bargaining unit employees in a classification, the Employer agrees to provide the Union and the affected employee(s) thirty (30) days' notice of such reduction. Such notice shall list all affected employees, including class title, seniority rating, and date on which the affected employees are to be laid-off.

### **Section 2 – Exceptions**

The Employer may exempt from layoff any employee who possesses specific language proficiency necessary for their assignment.

### **Section 3 – Order of Layoff**

- a. In the event of a lay-off, employees in the affected classification may volunteer to be laid off. If several employees volunteer, the most senior volunteer(s) shall be laid off.
- b. If no employees volunteer, the Employer will lay-off the least senior employee(s) in the affected classification.
- c. Any employee who is subject to a layoff within their classification may bump into another position within the bargaining unit if such bump would not result in a promotion, the employee's overall seniority with the Employer (based on hire date) is higher than the least senior person in the position for which they would bump, and if:
  - a. They previously held another position at SEIU 221 (or its legacy locals 535 and 2028) or,
  - b. The employee possesses the knowledge, skill, and ability and is qualified for the position;
- d. Employees who bump into a position shall move into the corresponding step as their current step on the wage scale, or their previously held step in that position (if previously held), whichever is higher.
- e. All employees who wish to bump into a position will have five (5) working days from the date of layoff notice to notify the Employer of their decision to bump, and they must issue this notice in writing to preserve their right to bump.

### **Section 4 - Other**

Once a bumping notice has been received by the employer, newly affected employees shall receive their layoff notice no later than thirty (30) days from the date of reduction as per Section 1 of this Article. Employees who have completed their probationary period and are laid off shall be maintained on a recall list for one (1) year. Whenever job openings in the affected classification occur, these employees will be recalled on a seniority basis based on the date of hire. The recall offer for each employee shall remain in effect for two (2) weeks. If an employee refuses an offer of reinstatement three (3) times or fails to respond to an offer of reinstatement, their names shall be removed from the recall list.

## **ARTICLE 34 SEVERANCE PAY**

### **Section 1 -- Eligibility for Severance Pay**

- a. An employee of ninety (90) days service or more, who is laid off, shall be given two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof. Employees who are laid off due to a reduction in force shall receive one (1) week of severance pay per every year of service, but in no event shall an employee receive more than six (6) weeks of severance pay total. If an employee is given two (2) weeks of pay in lieu of two (2) weeks' notice in writing, that two (2) weeks of pay counts toward severance pay and the six (6) week cap.
- b. This clause shall not apply when the discharge is for dishonesty or such misconduct that requires immediate action.

### **Section 2 -- Separation, Notice and Leave Balances**

- a. In the event an employee's services are terminated, the employee shall receive all earned but unused vacation pay, and compensatory time in addition to severance notice or pay, less any outstanding loan balance.
- b. An employee intending to resign shall give the Employer two (2) weeks' notice of such intention and receive all earned but unused vacation pay and compensatory time

## **ARTICLE 35 TRAVEL**

- a. Employer-mandated travel for any duration exceeding ten (10) calendar days will be preceded by advance notification of at least five (5) business days.
- b. Employees whose traveling assignment exceeds twenty-one (21) calendar days will be allowed to return home for two (2) calendar days at the expense of the Employer before resuming the assignment.
- c. Employer-mandated overnight travel will always include lodging at the expense of the Employer. Lodging will be single occupancy unless unworkable.
- d. Per diem in the amount of fifty dollars (\$50) per day will be paid for the duration of the assignment up to twenty-one (21) calendar days at a time. The per diem will be provided prior to departure.

## **ARTICLE 36 REPORTING IMPROPER WORKPLACE BEHAVIOR**

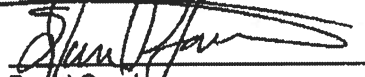
Employees are supported in raising or reporting complaints to the designated HR Representative, or if the employee does not feel comfortable speaking with the designated HR Representative, to the President, including but not limited to the following: harassment, discrimination, bullying, drug abuse, etc. When an employee reports a complaint in good faith against an SEIU member, management, or other staff member to the designated HR Representative or President, the Employer shall initiate an investigation of the allegations, which includes the possibility of an investigation by a third-party. Upon conclusion of the investigation, the designated HR Representative or the President may discuss the findings with the employee making the complaint upon that employee's request. Where appropriate, while the investigation is ongoing, the employee making the complaint may be removed from all work pertaining to the alleged incident.


**ARTICLE 37 LENGTH OF AGREEMENT**

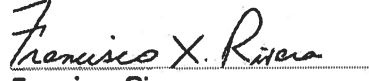
**Section 1 – Effective Date and Expiration**

This AGREEMENT shall be effective beginning February 16, 2020. This AGREEMENT shall remain in full force and effect through March 31, 2023.


For the Employer:

  
David Garcias,  
President SEIU Local 221

  
Shane Brinton,  
Chief of Staff SEIU Local 221

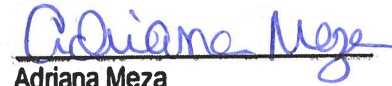
  
Francisco Rivera,  
Executive Board SEIU Local 221


  
Christa Fink  
Executive Operations Manager SEIU Local 221

  
Mark Leo  
Deputy Director Member Initiatives SEIU Local 221

For the Union:

  
Brandon Tippy,  
PNWSU President

  
Adriana Meza  
PNWSU

  
Greg Thedell,  
PNWSU Bargaining Team

  
Maggie Ta,  
PNWSU Bargaining Team

  
Emiliana Sparaco,  
PNWSU Bargaining Team

## Appendix A

### PNWSU Hourly Wage Schedule - Effective 2020, 2021, 2022

#### Scale 1-A: Office Assistant

##### Effective Date

Steps		2/17/2020	2/14/2021	2/13/2022
1	Year 1	\$19.03	\$19.56	\$20.09
2	Year 2	\$19.51	\$20.04	\$20.60
3	Year 3	\$20.00	\$20.55	\$21.11
4	Year 4	\$20.50	\$21.06	\$21.64
5	Year 5	\$21.01	\$21.59	\$22.18
6	Year 6	\$21.53	\$22.12	\$22.73
7	Year 7	\$22.07	\$22.68	\$23.30
8	Year 8	\$22.62	\$23.24	\$23.88
9	Year 9	\$23.19	\$23.83	\$24.48
10	Year 10	\$23.77	\$24.42	\$25.09
11	Year 11	\$24.36	\$25.03	\$25.72
12	Year 12	\$24.97	\$25.66	\$26.36
13	Year 13	\$25.60	\$26.30	\$27.02

#### Scale 1-C: Representation Specialist

##### Effective Date

Steps		2/17/2020	2/14/2021	2/13/2022
1	Year 1	\$24.78	\$25.46	\$26.16
2	Year 2	\$25.40	\$26.10	\$26.82
3	Year 3	\$26.04	\$26.75	\$27.49
4	Year 4	\$26.69	\$27.42	\$28.18
5	Year 5	\$27.35	\$28.11	\$28.88
6	Year 6	\$28.04	\$28.81	\$29.60
7	Year 7	\$28.74	\$29.53	\$30.34
8	Year 8	\$29.46	\$30.27	\$31.10
9	Year 9	\$30.19	\$31.02	\$31.88
10	Year 10	\$30.95	\$31.80	\$32.67
11	Year 11	\$31.72	\$32.60	\$33.49
12	Year 12	\$32.52	\$33.41	\$34.33
13	Year 13	\$33.33	\$34.25	\$35.19

#### Scale 1-B: Membership Specialist

##### Effective Date

Steps		2/17/2020	2/14/2021	2/13/2022
1	Year 1	\$20.47	\$21.03	\$21.61
2	Year 2	\$20.98	\$21.56	\$22.15
3	Year 3	\$21.51	\$22.10	\$22.71
4	Year 4	\$22.05	\$22.65	\$23.27
5	Year 5	\$22.60	\$23.22	\$23.86
6	Year 6	\$23.16	\$23.80	\$24.45
7	Year 7	\$23.74	\$24.39	\$25.06
8	Year 8	\$24.33	\$25.00	\$25.69
9	Year 9	\$24.94	\$25.63	\$26.33
10	Year 10	\$25.57	\$26.27	\$26.99
11	Year 11	\$26.21	\$26.93	\$27.67
12	Year 12	\$26.86	\$27.60	\$28.36
13	Year 13	\$27.53	\$28.29	\$29.07

#### Scale 1-D: Accountant

##### Effective Date

Steps		2/17/2020	2/14/2021	2/13/2022
1	Year 1	\$22.88	\$23.51	\$24.16
2	Year 2	\$23.46	\$24.10	\$24.76
3	Year 3	\$24.04	\$24.70	\$25.38
4	Year 4	\$24.64	\$25.32	\$26.02
5	Year 5	\$25.26	\$25.95	\$26.67
6	Year 6	\$25.89	\$26.60	\$27.33
7	Year 7	\$26.54	\$27.27	\$28.02
8	Year 8	\$27.20	\$27.95	\$28.72
9	Year 9	\$27.88	\$28.65	\$29.44
10	Year 10	\$28.58	\$29.36	\$30.17
11	Year 11	\$29.29	\$30.10	\$30.93
12	Year 12	\$30.03	\$30.85	\$31.70
13	Year 13	\$30.78	\$31.62	\$32.49

\*Wage increases occur on the first full pay period of the month.

## Appendix A

### PNWSU Salary Wage Schedule - Effective 2020, 2021, 2022

#### PNWSU Salary Steps

##### Scale 2-A: Organizer-Representative, Advocacy Organizer, hired before February 11, 2020

Steps	*Annual Salary eff. 02/17/2020	Annual Salary eff. 2/14/2021	Annual Salary eff. 02/13/2022
1 Year 1	\$52,870.21	\$54,324.14	\$58,608.96
2 Year 2	\$55,513.72	\$57,040.35	\$61,539.41
3 Year 3	\$58,289.41	\$59,892.37	\$64,616.38
4 Year 4	\$61,203.88	\$62,886.99	\$67,847.20
5 Year 5	\$64,264.08	\$66,031.34	\$71,239.56
6 Year 6	\$67,477.28	\$69,332.90	\$73,020.55
7 Year 7			\$74,846.06

##### Scale 2-B: Organizer-Representative, Advocacy Organizer, hired February 11, 2020 and after

Steps	*Annual Salary eff. 02/17/2020	Annual Salary eff. 2/14/2021	Annual Salary eff. 02/13/2022
1 Year 1	\$58,185.45	\$59,785.55	\$61,429.65
2 Year 2	\$59,640.08	\$61,280.18	\$62,965.39
3 Year 3	\$61,131.08	\$62,812.19	\$64,539.52
4 Year 4	\$62,659.36	\$64,382.49	\$66,153.01
5 Year 5	\$64,225.85	\$65,992.06	\$67,806.84
6 Year 6	\$65,831.49	\$67,641.86	\$69,502.01
7 Year 7	\$67,477.28	\$69,332.90	\$71,239.56
8 Year 8	\$69,164.21	\$71,066.23	\$73,020.55
9 Year 9	\$70,893.32	\$72,842.88	\$74,846.06

##### Scale 3: Senior Organizer-Representative, Senior Advocacy Organizer, Communications Specialist II

Steps	*Annual Salary eff. 02/17/2020	Annual Salary eff. 2/14/2021	Annual Salary eff. 02/13/2022
1 Year 1	\$62,802.53	\$64,529.60	\$66,304.16
2 Year 2	\$64,372.59	\$66,142.84	\$67,961.77
3 Year 3	\$65,981.91	\$67,796.41	\$69,660.81
4 Year 4	\$67,631.45	\$69,491.32	\$71,402.33
5 Year 5	\$69,322.24	\$71,228.60	\$73,187.39
6 Year 6	\$71,055.30	\$73,009.32	\$75,017.07
7 Year 7	\$72,831.68	\$74,834.55	\$76,892.50
8 Year 8	\$74,652.47	\$76,705.41	\$78,814.81
9 Year 9	\$76,518.78	\$78,623.05	\$80,785.18

\*Salary increases occur on the first full pay period of the month.



## **Side Letter on 2020 Step Scale and Classification Transitions**

The parties agree that the following conditions apply to the transition from the current step scales and classifications (as of the day before the effective date of the new AGREEMENT taking effect in 2020) to the new step scales contained in Appendix A of the AGREEMENT between SEIU Local 221 (the Employer) and PNWSU (the Union).

This SIDE LETTER is effective in the first full pay period following the ratification of this AGREEMENT by the Union and the governing board of the Employer. This SIDE LETTER shall sunset and cease to be effective on the date the AGREEMENT between the parties expires: March 31, 2023.

### **Scales 1-A, 1-B, 1-C, and 1-D: Hourly Classifications**

1. All salaried employees on the hourly scales listed in Appendix A shall be placed at the closest step to their currently hourly rate plus no less than a three percent (3%) increase in annual base salary, unless this is not possible because the employee is at the top of the applicable pay scale.
2. In consideration of current hourly employees who are transitioning from a scale with 5% steps to a scale with 2.5% steps, the parties agree that these employees shall receive one (1) additional 2.5% step per year on their anniversary date for a total of two (2) steps per year until they reach the top of their applicable pay scale.
3. Employees whose current hourly pay rate is within three percent (3%) of the top of the scale shall be placed at the top step listed for the applicable scale for 2020.

### **Scale 2-A Legacy Salaried Scale**

1. The parties agree that the non-senior classifications of Organizer, Worksite Organizer, and Political Organizer shall be merged into a single classification known as Organizer. The Employer will provide an updated job description to the Union within thirty (30) calendar days of the effective date of the AGREEMENT.
2. All non-senior salaried employees shall be placed at the closest step to their current annual base salary plus no less than a three percent (3%) increase in annual base salary, unless this is not possible because the employee is at the top of the applicable pay scale.
3. Employees whose current base salary is within three percent (3%) of the top of scale 2-A shall be placed at the top step listed for 2020.
4. Effective February 2022, legacy employees who are at the top step at the time of ratification shall automatically be placed on Step 7, Year 7 of the wage scale (Scale 2-A).

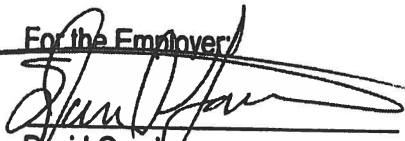
### **Scale 2-B – New Salaried Scale**

1. All non-senior salaried employees hired on February 1, 2020 or later will be placed on Scale 2-B and shall move up one (1) step per year on their anniversary date.
2. No current employee (as of the day before the effective date of the AGREEMENT) shall be placed on Scale 2-B unless the employee is re-hired after ceasing to be employed with the Local for a period of more than sixty (60) calendar days.
3. A new Communications Specialist I title is added to the non-senior pay scale. This position is currently vacant. The Employer will provide a job description to PNWSU prior to hiring for this position.

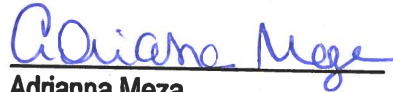
**Scale 3 – New Senior Scale**

1. The current position of Communications Specialist shall be retitled to Communications Specialist II.
2. All salaried employees on Scale 3 in Appendix A shall be placed at the next highest step to their current annual base salary plus no less than a three percent (3%) increase in annual base salary, unless this is not possible because the employee is at the top of the pay scale.
3. In consideration of current exempt senior employees who are transitioning from a scale with 5% steps to a scale with 2.5% steps, the parties agree that these employees shall receive one (1) additional 2.5% step per year on their anniversary date for a total of two (2) steps per year until they reach the top of Scale 3.
4. Employees whose current base salary is within three percent (3%) of the top of Scale 3 shall be placed at the top step listed for 2020.

~~For the Employer:~~

  
David Garcia,  
President SEIU Local 221

For the Union:

  
Adrianna Meza,  
PNWSU