



# 2023 - 2025

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**PACIFIC NORTHWEST STAFF UNION**

**AND**

**SEIU LOCAL 2015**

**EFFECTIVE**

**FEBRUARY 16, 2023 THROUGH DECEMBER 31, 2025**



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## **ARTICLE 1**

### **Recognition and Classifications**

**Section 1.1 Recognition:** This Agreement shall be between the Pacific Northwest Staff Union herein called “the Union” and SEIU Local 2015 herein called “the Employer”.

Pursuant to the National Labor Relations Board election certification in case no. 32-RC-210104 on December 29, 2017, the Employer recognizes the Union as the sole and exclusive bargaining representative for employees, listed in Appendix A.

Excluded are: Managerial employees, supervisors, confidential employees and all other employees not included above. Also excluded are members of the Employer on release time or otherwise participating in paid programs.

#### **Section 1.2 New Classification and Reclassification:**

**1.2.1 New Classifications:** The Employer agrees to advise the Union in writing of the establishment of all new non-supervisory, non-confidential, employee classifications not currently covered under this Agreement. The Employer further agrees to negotiate with the Union all wages and hours of the new classification prior to posting the position. The Employer agrees to fill the new classifications according to Article 18 Job Openings contained in this Agreement.

**1.2.2 Reclassifications:** Employee(s) may request to have their classification reviewed if they believe that significant changes in their duties have taken place that affect (a) the relative level of skill, responsibility, and experience needed for the job, or, the duties which they currently perform are significantly different from those for which they were hired, and (b) the new level of skill, responsibility and experience is comparable to that required of other job titles in the requested new grade level.

Employees shall submit their request in writing to the Human Resources Department and the Union, with copies to their supervisor. A period to investigate and conduct a desk audit shall begin with the receipt of the request by the Human Resources Department and shall take no longer than thirty (30) days. Employees may grieve the denial of a request or may grieve that they are working out of classification if there is no answer by the end of the thirty (30) calendar day period.

Any such change in salary placement shall be effective on the first date that it was requested.

**1.2.3 Job Descriptions:** Management agrees to consult with the union when creating and/or modifying job descriptions.

## **Article 2**

### **Staff Commitment to Organizational Health**

In the spirit of mutual collaboration and in the interest of growing SEIU Local 2015, the Pacific Northwest Staff Union-SEIU Local 2015 Chapter, and the Employer, agree to the following principles outlined herein. Both the Union and Employer understand the unique and shifting dynamics we face as a 21<sup>st</sup> Century labor organization. As such, a

priority of the Union and Employer is to establish a subcommittee of the Labor-Management Committee (as described in Article 6), which will have the goal of reaching 80% membership and maintaining a healthy organization.

The committee will be structured in the following manner:

1. The subcommittee shall meet one time per month until 80% membership is achieved
2. The Labor-Management Committee shall determine the structure of the subcommittee at its first meeting – to take place no later than one month following the ratification date of this Agreement
  - a. The subcommittee will reflect the dedication and diversity of our Local by including members from across departments and regions
3. The subcommittee's sole intent will be to explore organizational health and membership growth vis a vis established and innovative practices – suggested topics of discussion are:
  - a. Streamlining the process of dues collection and data entry
  - b. Periodic membership audits
  - c. Developing healthy chapter contract standards
  - d. Closing open contracts
  - e. Periodic blitzes and training related to membership sign-ups, COPE, and data entry
  - f. Residual and new organizing opportunities
  - g. New employee orientations
  - h. Developing a structured member-intern program
  - i. Creating standardized processes and policies related to the topics mentioned above

## **ARTICLE 3 Union Security**

### **Section 3.1 Union Membership and Status:**

**3.1.1 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.

**3.1.2 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 (section 1 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.

**3.1.3 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. The Union will inform the Employer when an employee objects in the fashion described above, and the charity to which the payment will be transmitted.

**Section 3.2 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, unless such action conflicts with State or Federal law.

**Section 3.3 Deductions:** Upon submission of a signed dues authorization, the Employer agrees to deduct the Union dues or representation fee from the wages of each employee each pay period, consistent with the terms of the dues authorization. The Employer agrees to forward such to the Treasurer of the Union monthly along with necessary employee information required to process dues effectively. The Employer will work with the Union to provide necessary information, which will include full name, employee identification number, gross pay upon which the dues are based, the amount of dues, and any changes to employee status.

**Section 3.4 Hold Harmless:** The Union shall indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of the Employer's compliance with any of the provisions of this Article.

**Section 3.5 Access to Records:** An employee shall be permitted to review their own personnel record once a year and when discipline or other employment changes to the record are initiated. The Union representatives shall be permitted to review employee's records upon presentation of a written authorization signed by the employee. The employee or the Union representative upon presentation of a written authorization signed by the employee may request a copy of the employee's personnel record. The Employer may verify any written authorization. Third party reference material shall not be made available.

All requests for access to personnel records must be presented in writing to the Employer using the Employer provided form. All requests are good for ten (10) working days.

**Section 3.6 Bulletin Board:** The Employer agrees to provide space for a Union bulletin board in all work locations. Offensive materials or materials derogatory to SEIU or the Employer are not permitted. It is understood that the size of the bulletin boards shall be no smaller than thirty inches by forty inches and the location shall be such as to provide bargaining unit members free and unfettered access to it.

**ARTICLE 4**  
**Management Rights**

The sole and exclusive rights of management which are not limited by this Agreement include, but are not limited to, these rights: to determine, and from time to time to re-determine, the number and locations of its offices, and the methods, processes, staffing arrangements, equipment, programs, and materials to be employed; to discontinue the use of any processes, operations, staffing arrangements, equipment, or programs; to determine the number of hours per day or per week operations shall be carried on; to select and determine the number, qualifications, and types of employees required; and to assign duties to such employees.

**ARTICLE 5**  
**Non-Discrimination**

**Section 5.1 Non-Discrimination** Neither the Employer nor the Union shall discriminate against any employee because of race, color, religion, creed, sex, national origin, sexual orientation, gender identity/expression, union activity, political affiliation, marital status, age, genetic information, or disability in accordance with applicable public law.

**ARTICLE 6**  
**Labor-Management Committee**

The Union and the Employer agree to establish and co-chair a Labor Management Committee (LMC) to discuss shared workplace concerns with the purpose of promoting good communications and problem solving at the lowest appropriate organizational level.

The Labor Management Committee will consist of representative members of the Union and the Employer. The Employer may have at least three (3), and not more than six (6) representatives, and the Union may have at least six (6), but not more than twelve (12) representatives.

The Labor Management Committee shall meet at least quarterly, and as often as needed in the interim. A labor management calendar will be determined by January 31<sup>st</sup> of each year.

The parties shall inform one another of agenda items at least forty-eight (48) hours prior to a scheduled meeting.

The location for labor management meetings may rotate to different locations in the State. Preference may be given if an agenda contains issues specific to a geographic location.

Union employees shall be excused with pay in order to attend labor management committee meetings. When ad hoc meetings are requested by management, reimbursement for travel expenses may be authorized by the Employer. The committee is not intended to interfere with the grievance process, but may resolve issues that might otherwise come forward as grievances.

**ARTICLE 7**  
**Grievance and Arbitration Procedure**

**Section 7.1 Definition:** A grievance is defined as any dispute concerning the interpretation or application of the express terms of this contract.

**Section 7.2 Responsibilities and Rights:**

**7.2.1** No employee shall lose their right to process their grievance because of the Employer imposed limitations in scheduling meetings.

**7.2.2:** Prior to filling a grievance the employee is encouraged to discuss their grievance informally with their immediate supervisor. The immediate supervisor will, upon the request of the employee, discuss the grievance with them within seven (7) working days of the request, at a mutually satisfactory time.

**7.2.3:** The time between steps of the grievance procedure provided herein may be extended by mutual agreement. By mutual agreement, the parties may waive any of the levels of review in the grievance procedure.

**7.2.4:** The Employer shall notify the Union of any formal grievance filed that involves the interpretation, and/or application of the provisions of this contract, and a Union Representative shall have the right to be present at any grievance meeting concerning such a grievance.

**Section 7.3 Procedure:** The grievance procedure for employees covered by this contract shall be as follows:

**7.3.1 Step 1 - First Level of Review:** If the informal discussion between the employee and their immediate supervisor has concluded without resolution, or if the supervisor fails to respond to the request for discussion within the allotted time, the Union (shop steward or the Union designee) will present the grievance in writing either in person or by email to the appropriate Department Director, and copy the Director of Human Resources. Any grievance will be timely only if presented to the appropriate Departmental Director within fifteen (15) working days of when the employee or the Union learned or may reasonably have learned of its cause. Failure of the Union to serve such written notice shall constitute a waiver of the grievance. If such written notice is served, the Respective Department Director or designee shall meet with the Union and a written decision or statement of the facts and issues shall be furnished to the Union within (10) working days from the date of service. Failure of the Employer designee to respond within such time limits shall entitle the Union to process their grievance to Step 2.

**7.3.2 Step 2 - Second level of Review:** If the grievance is not resolved at Step 1, the Union may appeal to the Human Resource Director or Chief of Staff within ten (10) working days of receipt of the Step 1 response or within ten (10) working days of expiration of the Employer's ten (10) day period to respond, whichever is sooner. Failure of the Union to serve such written appeal shall constitute a waiver of the grievance.

If such written appeal is timely served, the Human Resource Director or Chief of Staff shall confer with the Union and a written decision or statement of the facts and issues shall be furnished to the Union within ten (10) working days. This meeting may be waived by mutual agreement of the parties. Failure of the Employer to respond within such time limit shall entitle the Union to process the grievance at the next Step.



**7.3.3 Step 3 – Mediation (Optional):** If the grievance is not resolved at Step 2, the Union may, within 10 (ten) working days following receipt of the Employer's response at Step 2, request that the grievance be submitted to mediation prior to proceeding to arbitration. This step is optional and requires the concurrence of the Employer and the Union. The fees for mediation shall be shared equally by the Union and the Employer.

A request for mediation must be in writing and must be submitted to the Human Resource Director or Chief of Staff. After submission of the written request, the Employer shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Services.

The Mediation procedure shall be informal. The primary effort will be to assist the parties in settling the grievance. Court reporters shall not be used, the rules of evidence will not apply, and no record shall be made. The mediator will determine whether witnesses are necessary.

If the grievance is resolved through mediation, the parties may agree to accept the results of the mediation as binding.

If the grievance is not resolved in mediation, the mediator may be requested to provide an immediate oral opinion as to how the grievance would be decided if it went to 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. Such opinion, as well as confidential discussions by the parties in mediation, shall not be used during any subsequent arbitration.

**7.3.4 Step 4 – Arbitration:** If the written decision at Step 3 does not settle the grievance; or if no written decision is rendered within the time limits set forth at Step 3 and if mediation, as provided in Step 4, is not requested; or if mediation is not agreed to; or if mediation does not resolve the grievance; the aggrieved party may serve upon the other parties designee a request for arbitration. The request for arbitration must be filed within ten (10) working days following the date of any of the above qualifying events. Failure of the aggrieved party to serve such written request within said period shall constitute a waiver of the grievance.

**7.3.4.1 Arbitration Panel:** If such written notice is served, the parties agree to use the American Arbitration Association (AAA) for a panel of arbitrators for consideration. The selection shall be made by each Party alternately striking from the list until one name remains. The striking shall occur within ten (10) working days of receipt.

**7.3.4.2 Arbitration Scope of Grievance:** Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

**7.3.4.3 Arbitration Fees and Expenses:** The fees and expenses of the arbitrator shall be borne equally by both parties, it being mutually agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred during such arbitration will be borne by party incurring them. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be final and binding upon the parties.

**7.3.4.4 Arbitration Scope of Arbitrator:** The decision of an arbitrator resulting from any arbitration of grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this contract.

## **ARTICLE 8**

### **Union Stewards and New Employee Orientation**

**Section 8.1 Union Stewards:** Union Stewards shall be designated by Union. The Union will provide Employer with written notification of up to fifteen (15) designated Stewards. Stewards will be granted reasonable release, upon approval of their immediate supervisor, time to attend joint meetings with the Employer for purposes of administering the contract, including grievances and investigatory meetings subject to their work responsibilities and will suffer no loss of seniority or pay for that time. In case of a conflict between their work assignments and steward responsibilities, the Union and the Employer collaboratively work to schedule such meetings at a time that are mutually agreeable, or if not possible, shall designate an alternate steward.

#### **Section 8.2 New Employee Orientation:**

**8.2.1 Member Data:** The name, address, phone number, email address, job title, work location(s), seniority date, wage rate, for each bargaining unit employee shall be provided to the Union annually, and supplemented at least monthly as new employees transfer work locations or terminate employment. Such information shall be provided to the Union in electronic format, preferably in Excel TM format.

**8.2.2 Orientation Representation:** As the Employer develops its new employee orientation and onboarding program, the Employer shall allow the Union to participate in the onboarding program. Such participation shall be open for discussion in subsequent labor management discussions.

**8.2.3 Staff Meetings & Staff Retreats:** During staff meetings or staff retreats, and where possible, Union representatives shall be provided with meeting space during a break period upon request for staff union only meetings.

**8.2.4 Union Orientation:** The Human Resources Department, or hiring manager, shall notify the designated union representative(s) of the new employee's name and start date within five (5) working days of the job offer or hiring notification.

The Employer will provide thirty (30) paid minutes to each new hire for new employee orientation. Designated union leaders conducting orientations shall be paid thirty (30) minutes at no loss of pay.

## **ARTICLE 9**

### **New Employees and Probationary Period**

**Section 9.1 Probation Intent:** The Employer and Union agree that probationary periods exist for the mutual benefit of the employee and the Employer, to properly onboard and develop new employees, to introduce them to the values, mission and goals of the organization, and to mutually assess the compatibility of the employee with the organization.

**Section 9.2 Duration of Probation:** All new employees shall serve a probationary period; nine (9) months for exempt staff and six (6) months for non- exempt staff. Leave periods during this time extend the dates of the probationary period.

**Section 9.3 Employee Evaluations During Probation:** It is the intention of the Employer that probationary

employees received ongoing and regular feedback during their period of probation. Probationary employees should receive reevaluations and will receive regular feedback through workplans and one-on-one meetings. This does not change the ability of the employer to release an employee during their probationary period as deemed necessary.

**Section 9.4 Extension of Probation:** Prior to the conclusion of the probationary period, the Employer may extend the probation period for up to an additional three (3) months, provided an evaluation has been completed that expresses performance concerns that have been clearly communicated during the term of the employees probationary period and a developed performance improvement plan has been completed and provided to the Union. Each employee who successfully passes probation shall receive a written notice from the Employer. In the event an employee's probationary period expires without receiving written notice, the Union may demand the Employer shall issue the passing notice.

**Section 9.5 Grievances for Probationary Employees:** During their probationary period employees shall not have access to the Grievance procedure for disputes arising from discipline or discharge.

**Section 9.6 Probation after Temporary Employment:** If a temporary worker who has been performing the full spectrum of work becomes probationary, the probationary period shall be shortened by the period of time worked as temporary.

**Section 9.7 At-Will Status during Probation:** Probationary employees shall be at-will employees for the duration of their probationary period.

## **ARTICLE 10 Temporary Employees**

**Section 10.1 Assignment of Temporary Employees and Notification:** Temporary employees performing bargaining unit work will be used only for temporary assignments. Under no circumstances will the use of any temporary employees, paid or unpaid, be allowed to erode the bargaining unit of employees covered by this Agreement. Management shall notify the Union in writing prior to assignment of any bargaining unit work to temporary workers. Temporary paid work assignments will last no longer than one hundred and eighty (180) calendar days unless extended by mutual written agreement between the Union and the employer.

### **Section 10.2 Temporary Employees Under Collective Bargaining Agreement:**

**10.2.1 Fixed Duration Employees:** Temporary employees, not including member interns, hired to fill a temporary vacancy due to temporary project work of limited duration and assigned bargaining unit work will be covered by all contract provisions, except that temporary employees shall not enjoy seniority rights throughout the term of their temporary employment. The layoff or termination of temporary employees shall not be subject to the grievance procedure of this Agreement. Member interns are only excluded for the purposes of this section.

**10.2.2 Temporary Agency Employees:** Employees of temporary employment agencies may be employed to fulfill unexpected, short term vacancies, or to supplement the work assignment, but not replace bargaining unit employees. The Employer agrees to make best efforts to ensure employees of temporary agencies who are assigned to perform

work for the Employer shall be paid a living wage, and that temporary agency employees are treated in a manner that aligns with the values of SEIU Local 2015.

**Section 10.3 Temporary Assignment Experience Recognized:** All time worked as a temporary worker shall be credited towards both probation and the appropriate salary step advancement if an employee is hired to a permanent position performing the same or similar work as they were performing as the temporary worker. This will apply to international staff temporarily assigned to and then hired in a permanent position by the employer.

**Section 10.4 No Erosion of the Bargaining Unit:** The Employer will not use temporary employees, contract employees or consultants to erode the bargaining unit. The goal of the Employer is to increase the capacity of staff and member leadership and, therefore to minimize the use of temporary workers, contract employees, and consultants, where there is an opportunity to effectively perform the work internally.

The Employer will provide the Union with a quarterly report indicating the consultants or temporary agency workers used for work that might otherwise be performed by members of the bargaining unit, the nature of the work performed and the expected duration of the work.

## **ARTICLE 11 Hours of Work**

### **Section 11.1 Non-Exempt Employees:**

**11.1.1 Work Week:** The regular workweek for staff shall consist of five (5) eight (8) hour days Monday through Friday, exclusive of lunch periods.

**11.1.2 Overtime:** Overtime shall be paid at the rate of time and one half for required hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

Double-time shall be paid at the rate of two (2) times the hourly rate for each hour worked in excess of twelve (12) hours in a day or in excess of eight (8) hours on the seventh consecutive day.

All overtime hours must be approved in writing in advance by the Employee's supervisor.

**11.1.3 Meal Period:** Non-exempt employees shall be required to take a one (1) hour lunch period. In rare circumstances and upon approval by their supervisor, employees may be allowed to take a thirty (30) minute lunch.

**11.1.4 Off Duty Work:** Any hourly employee asked to attend or participate in a conference call, webinar, or teleconference or other required staff meetings during off-duty time shall be compensated at their regular rate for all time involved. This assignment may qualify as overtime.

### **Section 11.2: Exempt Employees**

**11.2.1 Professional Nature of the Job:** The Union and the Employer recognize the professional nature of the job. The parties acknowledge that the employees covered by this Agreement may be required to work long and irregular hours including work on weekends and holidays.

It is understood by the parties that staff is responsible for managing their workflow and planning their schedule accordingly in consultation with their supervisor.

**11.2.2 Compensatory Time:** Employees shall receive four (4) days per calendar year compensatory time off. Compensatory time off will be credited annually effective January 1 of each year and may not be carried over to the succeeding year or cashed out. Employees whose start dates are other than January 1<sup>st</sup>, shall receive a pro-rated amount of compensatory time for the remainder of the year. Use of compensatory time must be approved in writing in advance by their supervisor.

Employees must submit a request for time off in the current recording system. Such request must be approved in advance by the requesting employee's supervisor and may not be unreasonably denied. Employees who feel that their request for compensatory time off is unreasonably denied may escalate their request to the appropriate Departmental Director and/or Human Resources Director. Compensatory time may not be cashed out at any time, including at separation from employment.

**11.2.3 Weekend Work and Additional Compensatory Time:** The Employer shall ensure employees receive a minimum of two (2) full weekends off per month. However, during a strike, campaign, or large mobilization the Employer may request employees work more than two (2) weekends in one month. In those instances, and upon supervisory approval, employees may alter their regular work week schedules or receive time off immediately following the campaign, or instead, be credited with additional compensatory days to be used within one hundred twenty (120) days.

**Notification:** Except in cases of emergencies, or instances in which the employer could not reasonably be expected to plan far enough ahead, an employee, and the Union, shall be given at least five (5) work days' written notice for any assignment which requires weekend work.

**Additional Accrual:** The Employer may authorize additional compensatory days in extraordinary circumstances, at the request of the employee or the Union. Such earned compensatory time must be scheduled and used within one hundred twenty (120) calendar days of accrual.

**11.2.4 Compensatory Time and State Disability Insurance (SDI):** If an employee is eligible for SDI, compensatory time shall be reduced by the amount of SDI benefit the employee is eligible to receive. The reduced amount of compensatory time payment shall then be charged against the employee's compensatory time. If an employee is eligible for Workers' Compensation insurance or Paid Family Leave payments, the same method of integration with the compensatory shall apply.

**Section 11.3 Workload:** The Union and the Employer agree that employee workload, including reasonable workload standards, is an appropriate issue for discussion through the Labor Management Committee. The Employer appreciates and commits to the goal of making each employee's workload manageable and sustainable.

Any employee who believes their workload is not reasonable, unmanageable and/or not sustainable, shall first discuss their concern with their immediate supervisor. Should the employee not be satisfied, and the workload issue not resolved with the immediate supervisor, the employee may address the issue to a higher level of management and/or ask that the issue be addressed at the Labor Management Committee.

**Section 11.4 Office Closures, Acts of Nature, and Inclement Weather:** In the event that the Employer is forced to close one or more offices due to acts of nature, public health and safety concerns and/or to comply with state/federal mandates, the Employer will seek all available opportunities to avoid employees suffering from any loss of pay or benefits due to the closure. To that end, employees may be authorized to work from their home or shelter or to shelter in place with no loss of pay. Employees may be expected to perform their regular or modified duties, or under certain circumstances employees may be asked to perform duties for which they are qualified that are outside of their job description. Refusal to perform alternate work will not result in disciplinary action but may result in the employee being required to use a paid leave balance or leave without pay.

If employees are asked to perform work outside of their job description due to an environmental event or office closure, the Employer will notify the Union as soon as practicable and meet with the Union upon request.

An employee should notify their supervisor as soon as possible in case they are unable to safely go to work due to an act of nature, or if doing so would create an unusual hardship. Depending upon the circumstances, the employee may work remotely, perform alternative work or take time off with or without the requirement to use accrued paid time off.

The Employer may also send staff home early if unsafe conditions develop during the workday.

**Section 11.5 Remote Work:** Under certain circumstances remote work may provide opportunities to achieve organizational goals while balanced with continuing to build a member centered organizational culture. Bargaining unit employees may request and be approved to work remotely in instances when working remotely results in an increased ability to reach organizational outcomes or as a short term accommodation to allow for personal necessity. Requests by bargaining unit employees to work for brief periods away from the office made in advance will be considered within the overarching needs of the organization.

Departments or work units may develop temporary workplans that involve some amount of remote work, when such plans further the goals of the organization. No such plan will be considered permanent, and management reserves the right to end such program at any time, provided impacted employees shall be provided at minimum of two weeks' notice.

Bargaining unit members will work with their supervisors to ensure that remote work does not interfere with meeting individual and organizational goals.

## **ARTICLE 12**

### **Discipline and Discharge**

**Section 12.1 Just Cause** Employees may be disciplined up to and including discharge for Just Cause.

**Section 12.2 Progressive Discipline** The Employer agrees to the concept of progressive discipline when appropriate. Progressive discipline will be considered appropriate when an employee has failed to improve or correct a problem with regard to performance issues after being given a reasonable opportunity to do so with counseling and/or training. The Employer and Union agree that performance evaluations, counseling, and training shall not constitute disciplinary action. The regular progression of progressive discipline depending on the circumstances of each individual case, includes: verbal warning, written warning, suspension without pay or termination. It is understood that the level and type of discipline imposed depends upon the nature and severity of the case.

**Section 12.3 Representation** Employees may request and will be granted Union representation during investigatory or disciplinary meetings. Employees shall be granted a reasonable amount of time to consult with their Steward in conjunction with such meetings. The Employer will notify the employee of their right to representation. The employer will notify the Union of any disciplinary action no later than the work day following notice to the employee. The Union shall designate a union representative to be notified of all disciplinary actions.

**Section 12.4 Timeliness of Discipline** The Employer will effect disciplinary action or provide notice of an investigation no later than ten (10) work days from the date of an offense or when they became aware of such offense. Following a notice of investigation, the Employer will effect disciplinary action no later than five (5) work days from the date of conclusion of the investigation. The Employer will attempt to complete most investigations within ten (10) work days. Timelines will be extended to exclude any time off by the affected employee.

**Section 12.5 Disciplinary Notices** During a disciplinary meeting, the Employer shall furnish a copy of the disciplinary notice to the employee and Shop Steward. The employee shall indicate on the face of any disciplinary notice received an acknowledgement by their signature that they have received such copy and understands the charge; however, in so signing, no implication of admission to facts of the offense or guilt may be drawn.

**Section 12.6 Removal of Disciplinary Notices** Disciplinary notices shall remain active in an employee's record (file) for twelve (12) months from the date of issuance, barring a related occurrence during the twelve (12) month period. Any disciplinary notices older than twelve (12) months, where there has been no such occurrence, shall be removed from employee's file and shall not be used in future progressive disciplinary actions, or grievance or arbitration proceedings.

## ARTICLE 13

### Wages

**Section 13.1 Wage Rates:** The wage and salary rates for positions covered by this Collective Bargaining Agreement shall be shown on Appendix A, Wage and Salary Schedule, at the end of this Agreement.

**Section 13.2 Longevity Steps:** The longevity scale contained in the Wage and Salary Schedule in Appendix A, shall be determined by years of service in the bargaining unit such that the scale reflects steps in the following configuration at the beginning of year 1 (Start Rate) and at the beginning of years 2, 3, 4, 5, 7, 10, 15, 20, 25, and 30. Employees shall be granted a longevity step as described above based upon the date of their employment in the bargaining unit with the Employer.

**Section 13.3 New Employees and Placement on the Wage and Salary Schedule:** Normally, new employees shall be placed at Step 1 on the Wage and Salary Schedule in Appendix A. However, a new employee may be given credit for equivalent years of service experience for placement on the wage and salary schedule when appropriate. The designated representative of the Union shall be notified of all placements on the wage schedule.

**Section 13.4 Across the Board Adjustment:** Appendix A, Wage and Salary Schedule, shall be adjusted on all steps for all positions:

January 1, 2023 by six and one-half percent (6.5%) to the Year 1 rate, add a new step 4, and add percentage based increments between each step as illustrated in the table below.

Year 2	Year 3	Year 4	Year 5	Year 7	Year 10	Year 15	Year 20	Year 25	Year 30
2.5%	2.5%	2.5%	5%	5%	5%	5%	5%	5%	5%

January 1, 2024 by four percent (4.0%) across the board increase to each step.

January 1, 2025 by four percent (4.0%) across the board increase to each step.

In the event any wage rate would otherwise fall below any minimum required by law, the Employer will adjust that wage rate and, upon request, meet and confer with the Union over the impact of that change.

**13.5 Promotional Step Placement on the Wage and Salary Schedule:** Employees who promote to a new wage range shall be placed on the wage and salary schedule at the same step in which they were on in their previous classification, provided such results in at least a five (5%) increase.

**13.6 Language Differential:** The Employer shall offer a language differential of \$50 per pay period (\$1,300 a year) to any employee who utilizes a language other than English in their daily work. Employees not receiving the language differential but assigned to temporary projects or campaigns in which they utilize a language other than English on a daily basis, shall be paid the language differential for pay periods for the duration of the assignment.

Staff may request in writing a language differential to the Director of Human Resources. Requests shall not be unreasonably denied.

**Section 13.7 Out of Class Pay:** In the event an employee is temporarily assigned to work five (5) working days or more in a position that is in a higher classification, the employee’s supervisor shall review with the employee the specific duties and responsibilities required to perform at that higher classification and the development opportunities inherent in performing said new duties and responsibilities. Such employee shall be paid at the higher rate of pay from the first day of the assignment and such pay increase shall be to the appropriate longevity step for that employee or the step which provides a minimum increase of five percent (5%), whichever is higher. Such increase will remain in effect for the duration of that assignment.

**ARTICLE 14  
Direct Deposit**

New employees may have access to direct deposit within thirty (30) calendar days of employment. The Employer will automatically deposit any pro-rated check amount into a designated account defined by the worker but if the amount deposited is insufficient to cover the automatic payments set up by the employee, the Employer has no responsibility for bank overdrafts.



**ARTICLE 15**  
**Seniority**

Seniority is defined as the length of active service of permanent employees with the Employer. If an employee hired into the bargaining unit from another SEIU Local or SEIU International, the Employer reserves the right to hire them with all of their seniority intact for purposes of benefits and accrual. Seniority for the purposes of layoff shall be based on the date of hire with the Employer.

**ARTICLE 16**  
**Performance Appraisals**

The Employer may conduct performance appraisals for employees within the probationary period and periodically thereafter.

**ARTICLE 17**  
**Job Openings**

**Section 17.1 Notification and Posting:** Current employees shall be notified of any promotional opportunities or vacancies via email and allowed to apply for these positions five (5) working days prior to any external advertising of vacant positions.

**Section 17.2 Award of Position:** First consideration shall be given to senior and qualified employees who wish to transfer to a vacancy of their current job in a different location.

**17.2.1 Qualified:** We define qualified employees as:

1. For a lateral open position, an employee shall be deemed to be qualified for a classification in which they are already working, or have previously worked, if they are not currently on a performance improvement plan.
2. For a promotional position or classification different from the one in which an employee is working, an employee shall be deemed to be qualified if they meet the experience, knowledge, skill, and ability requirements (KSAs) for the essential functions of the position and they are not currently on a performance improvement plan.

**Section 17.3 Trial Service Period:** Employees who are promoted to a new wage grade or title shall serve a trial service period of ninety (90) calendar days. An employee who has been promoted or transferred and fails to

complete the trial service period may return to their former or similar position. If no such position exists he or she may go on the recall list as described in Article 19 Layoff below.

**ARTICLE 18**  
**Involuntary Transfers**

**Section 18.1 Involuntary Transfer:** In its exclusive judgment if the Employer determines that it is necessary or desirable to relocate one or more employees, management will meet with the appropriate designated Union representative to discuss the need for such reassignment to explore alternatives that meet the needs of both the Employer and affected employee(s). In the event no agreement can be reached; the Employer will administer the reassignment using the following procedures:

18.1.1 Involuntary transfers shall be for organizationally necessary purposes.

18.1.2 An employee shall be selected for involuntary transfer respecting seniority, such that senior employees shall be asked first if they accept the transfer. If not, the most junior employee shall be selected. Such employee shall have recall rights to their previous assignment consistent with Recall provisions contained in Article 19, Layoff.

18.1.3 For relocated employees whose move is more than (100) miles from their current office location and where the employee will be required to work more than 39 weeks at the new job in the ensuing 12 month period.

18.1.4 Location and assignment are not subject to the grievance procedure.

**Section 18.2 Relocation Expenses:** The Employer will reimburse reasonable relocation and home-related costs (one family vehicle, breaking a lease, real estate broker's commission, attorney's fees, escrow fees, title costs and points on a mortgage loan) up to the following limits:

NUMBER IN HOUSEHOLD	TAXABLE REIMBURSEMENT
Employee	\$2,500
Employee +1	\$3,000
Employee +2	\$3,500
Employee +3 or more	\$3,800

**ARTICLE 19**  
**Layoffs**

**Section 19.1 Notification:** In the event the Employer anticipates that a reduction in force may be necessary, the Employer shall inform the Union at least sixty (60) calendar days with a minimum of thirty (30) calendar days prior to the effective date of the proposed layoff(s). Upon request of the Union, the Employer will meet to discuss ways to reduce the impact of the reduction in force on the affected staff, including any discussion on severance.

## **Section 19.2 Implementation:**

**19.2.1 Process:** In the event that the Employer proceeds with layoffs, the Employer will implement the layoff for the affected employees as follows:

First to be identified for layoff:

- A. Temporary employees
- B. Full-time and part-time probationary employees in inverse order of seniority within the affected positions.
- C. Full-time and part time non-probationary employees in inverse order of seniority within the affected positions.

**19.2.2 Bumping:** Employees within a classification shall have the right to bump into any position for which they are qualified and is currently held by an employee with less seniority. Employees who have exhausted their ability to bump within their classification, may elect to bump into only one classification under their current range for which they are qualified, provided that no employee may promote to a higher paid classification through a layoff/bump procedure.

## **Section 19.3 Recall:**

Employees who are laid off will be placed on the recall list for a period equal to their term of service, not to exceed one (1) year, following the layoff date.

Permanent, full-time and part-time staff will be placed on a recall list in the inverse order of layoff. Laid off probationary employees shall be placed on the recall list following any permanent, full-time and part-time staff on the list. It is the responsibility of the laid-off employee to provide the Employer with up to date contact information in writing.

In the event an employee is recalled, their recall date will be used in calculating any future severance pay. Seniority shall not accrue during the lay-off period.

**Section 19.4 Vacancies:** Vacancies for which the employee is qualified shall be offered to persons on the recall list in the order of layoff. Refusal of an offer of employment shall only result in removal of that name from the recall list in cases where a recall offer is made of the same job title and region. In cases where a probationary employee is recalled from the list in a different job title, they will serve a new probationary period, but otherwise shall have previous time in service credited toward completion of their initial probationary period.

**ARTICLE 20**  
**Leave**

**Section 20.1 Holidays:**

**20.1.1 Paid Holidays:**

Employee's Birthday (May be used with approval any time during the calendar year)  
New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Cesar Chavez Day (As observed by State Government)  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Native American Heritage Day  
Christmas Eve  
Christmas Day  
New Year's Eve

**20.1.2 Holiday Observance:**

- A. In the event a holiday falls on a Saturday, the preceding Friday shall be observed. In the event a holiday falls on a Sunday, the following Monday shall be observed.
- B. If a recognized holiday falls during an eligible employee's vacation that day shall not be counted as a vacation day.
- C. If a holiday occurs while an employee is on unpaid status due to illness or injury, on personal leave of absence or on family and medical leave, the employee will not be paid for that holiday.
- D. An employee may request time off for religious or cultural purposes. To do so, that Employee should notify their supervisor no later than sixty (60) days prior to the date requested for religious or cultural observance. The Employer will allow the Employee to use vacation days for these observances. In the event that these requests cause a problem with workflow, requests will be granted in order of seniority.

**20.1.3 Working on Holidays:** When work assignments require that an employee work on a scheduled holiday, the employee shall arrange with the immediate supervisor to take an alternative day off within thirty (30) calendar days. Prior approval from the immediate supervisor is required for any employee to work on a scheduled holiday.

**20.1.4 Pay Treatment for Non-Exempt Employees:** Employees not working on a holiday shall receive one (1) day's pay at her/his normal straight time rate.

Employees who work on a holiday shall be compensated for eight (8) hours at regular rate and time and a half for any hours worked beyond that. In addition, employees will receive a compensatory day to be used within thirty (30) days.

**Section 20.2 Bereavement:** In the event of the death of a member of the employee's immediate family or domestic partner, bereavement leave of four (4) workdays shall be granted without loss of pay. A prorated amount for part-time employees shall be granted. With prior approval of their supervisor staff may take up to an additional five (5) workdays of vacation, comp days, or voluntary unpaid leave for bereavement purposes. The immediate family is the employee's parents, spouse/domestic partner, child, foster child, sibling, grandparents, grandchildren, spouse's/domestic partner's parents, stepparents and stepchildren. Staff shall be allowed one (1) work day of bereavement leave without loss of pay in the event of the death of an aunt or uncle.

**Section 20.3 Sick Leave:**

**20.3.1 Accrual and Use:** Each employee shall accrue one (1) day of paid sick leave per month. Employees can accumulate a maximum of fifty (50) sick days. Sick days are not subject to cash out except upon retirement.

Payment of sick leave shall not affect and shall be supplementary to Disability or Worker's Compensation benefits. An employee entitled to Disability or Worker's Compensation benefits shall receive, in addition thereto, such portion of their accrued sick leave as will meet, but not exceed their regular wages.

Sick days may be used to care for ill immediate family members including a domestic partner.

**20.3.2 Cash-Out Upon Retirement:** Employees shall be entitled to cash-out their unused leave accrual upon retirement at twenty-five (25%) percent of their total accumulated accrual.

**20.3.3 Leave Donations:** Please refer to Appendix B, Leave Donation Policy. Such leave policy shall be subject to periodic evaluation and further development in labor management discussions.

**20.3.4 Sick Leave and State Disability Insurance (SDI):** If an employee is eligible for SDI, Employer-paid sick leave shall be reduced by the amount of SDI benefit the employee is eligible to receive. The reduced amount of sick leave payment shall then be charged against the employee's earned sick leave. If an employee is eligible for Workers' Compensation insurance or Paid Family Leave payments, the same method of integration with the Employer-paid sick leave shall apply.

**Section 20.4 Vacations:**

**20.4.1 Accrual Schedule:** Employees are expected to take advantage of their vacation days and shall be entitled to vacations with pay on the following basis:

<b>Beginning Year</b>	<b>Days of Vacation</b>
First Year	10 days vacation
2 <sup>nd</sup> Year	12 days vacation
3 to 4 years	15 days vacation
5 to 9 years	18 days vacation
10 to 14 years	20 days vacation
15 or more years	25 days vacation

Vacation days shall be accrued monthly. Requests for vacation must be submitted in advance and are subject to approval by the immediate supervisor. Employees will be eligible for their first vacation 6 months after their hire date.

**20.4.2** An employee who is terminated shall be paid unused accrued vacation pay.

**20.4.3** Vacation denials may be appealed to the Employer's designated manager. No such denials will result in the loss of vacation time or its cash equivalent.

**20.4.4 Vacation Banking and Cash-Out:** Employees may carry over vacation time from year to year up to a maximum of eighty (80) hours (ten days). At the end of each year, employees' unused vacation time shall automatically be carried over to the next year unless the employee requests to cash out their unused vacation time. Employees may cash out up to eighty (80) hours of vacation during the course of the year.

An Employee who wishes to take vacation during the first quarter of the calendar year, who would not otherwise accumulate sufficient time, may carry over an additional sixty (60) hours of accrued vacation time. The employee must schedule such vacation time during the previous calendar year, subject to approval by their supervisor and notice to the Human Resources department. While all employees are encouraged to take time off on a regular basis, an employee seeking to take extended time off may request to carry over additional time off by making the request before the end of November of the preceding calendar year.

**20.4.5 Vacation Approval:** Employees may submit vacation requests at any time and shall generally be approved, provided operational needs can be met. Seniority shall be the first consideration when approving vacation, in the event multiple requests cannot be accommodated due to operational requirements, which may be subject to labor management discussion. Otherwise, vacation requests shall be approved on a first come, first served basis.

Employees may submit requests for unpaid time off in lieu of vacation in order to allow vacation arrangements to be made in advance of projected accruals. Unpaid time off requested for this purpose will be converted to paid vacation, provided it is accrued prior to its intended use.

If an employee will be expected to work on a weekend day either immediately preceding or following vacation, they will be so informed at the time the vacation request is approved. Otherwise the weekend before or after vacation will be considered time off.

Employees may submit vacation requests any time but are encouraged to submit requests as soon as possible. The supervisor shall respond to any vacation requests as soon as possible, but not longer than ten (10) workdays. Should a vacation request be denied, a reason will be included with the denial.

**20.4.6 Vacation and State Disability Insurance (SDI):** If an employee is eligible for SDI, vacation leave shall be reduced by the amount of SDI benefit the employee is eligible to receive. The reduced amount of vacation payment shall then be charged against the employee's accrued vacation leave. If an employee is eligible for Workers' Compensation insurance or Paid Family Leave payments, the same method of integration with the vacation leave shall apply.

**Section 20.5 Jury Duty:** Employees called for Jury Duty will be granted release for up to ten (10) workdays with no loss of pay. Proof of jury service is required. Employees shall fully cooperate with any the Employer requests regarding scheduling of Jury service.

**Section 20.6 Union Leave of Absence:** An employee who is an authorized representative of the Union and who is covered by this Collective Bargaining Agreement may be given an approved absence without pay, provided such absence does not disrupt or interfere with organizational needs, subject to the following limitations:

**20.6.1 Union Leave Purpose:** The period of approved absence will be used solely for the purpose of enabling authorized representatives of the Union to carry on union duties. The period of the absence may be used to attend national or regional conventions and meetings of the Union.

**20.6.2** Such leave shall be for a maximum of three (3) employees for up to one (1) week each in any given year.

**20.6.3** The Union shall request the leave in writing at least two (2) weeks in advance.

**20.6.4 Exceptions:** Exceptions to this policy can only be granted by mutual agreement between the Union and the Employer.

**Section 20.7 Leaves of Absences:**

**Section 20.7 Leaves of Absences:** Any application for leave of absence whether paid or unpaid shall be made in writing by the employee requesting the leave. During a leave of absence, seniority will continue to accrue for up to 12 weeks. The Employer will grant Family and Medical leaves of absence in compliance with federal and state law for eligible employees. Employees may request to retain certain paid leave balances during an unpaid leave of absence, subject to legal requirements and Employer policies and procedures. Such request will not be unreasonably denied.

**Section 20.8 Orientation Regarding Leaves:** The Employer will provide orientation and information regarding worker rights under federal and state laws, including but not limited to FMLA, CA Paid Family Leave, State Disability Insurance, Workers' Compensation and other applicable laws.

**Section 20.9 Election, Strikes and Large Mobilizations:** The Employer reserves the right to refuse or to cancel leave within 30 calendar days of an election, strike or large mobilization.

**ARTICLE 21  
Expense Reimbursement**

The Union acknowledges that the Employer is working on a revised travel and expense reimbursement policy. Any revisions shall be discussed with the Union prior to implementation. The submission of fraudulent expense claims is grounds for immediate discharge. The Union may initiate impact bargaining in the event of a diminishment in benefits.

**Section 21.1 Business Expenses:** Employees shall be compensated for all necessary and appropriate expenses incurred while conducting authorized the Employer business. There shall be a uniform procedure for reimbursement of incidental expenses. Authorized and properly documented expenses shall be reimbursed within ten (10) working days of submission. Expense reimbursement claims shall be submitted with valid documentation within thirty (30) calendar days of the date for which reimbursement is claimed. Untimely claims may not be paid.

**Section 21.2 Meal Allowances:**

**21.2.1 Out of Town Assignment:** Employees who are authorized to travel and stay out of town overnight on business are allowed a daily meal and incidentals allowance of sixty dollars (\$60) per day during the period of the assignment.

If a staff member is attending a conference, convention or meeting where meals are provided, the Employer will only pay for meals that are not provided, unless the Employer, or meeting host, could not adequately accommodate the dietary restrictions of an employee.

Meal allowance (per diem) will be paid at the rate of 75% (\$45.00) on travel days and full per diem on days in between.

Breakfast \$12  
Lunch \$18  
Dinner \$25  
Incidentals \$5

If you are traveling with the requirement of a flight, and do not have an overnight stay, you must submit actual receipts for meals and incidentals. Regardless of the amount of each meal and/or incidentals, the Employer will pay a maximum of sixty dollars (\$60) for a day of meals and incidentals.

**Section 21.3 Accommodations:** When assignments create the necessity to have staff stay overnight in the field or by any other directive of the Employer to stay in a hotel, the Employer shall establish either a direct bill or use the Employer's credit card as a payment method, including, but not limited to, room cost and work-related incidental expenses. Should an employee incur non-work-related incidental expenses, the employee shall reconcile such expenses at the time of check-out or reimburse such expenses prior to the next full pay period (if reconciliation is not possible at the time of check-out). Employees whose work assignment requires them to be more than two hours from their base office after 7:00PM or before 7:00AM will be allowed hotel accommodations near the location, if available.

**Section 21.4 Equipment:** The Employer shall provide the equipment it deems necessary for the job. Employees shall be responsible to take good care of all property issued to them by the Employer. An employee shall not be responsible for the replacement of defective or broken (or lost) equipment unless the Employer can prove dishonesty, willfulness, and/or gross neglect.

Under no circumstance shall the Employer be responsible for personal property of an employee.

Upon resignation or termination, all equipment issued to employees must be returned within five (5) calendar days or may be considered theft of equipment.

**Section 21.5 Cell Phones:** By virtue of the nature of the work performed by certain employees, it may be necessary to equip employees with an Employer sponsored cell phone for business calls. The Employer shall be responsible for all costs of calling-plans, warrantee repairs, and necessary accessories such as a charger and a hands-free earpiece. Employees shall be responsible for proper care of their equipment and proper usage within the calling plan.

An employee shall not be responsible for the replacement of defective or broken (or lost) equipment unless the Employer can prove dishonesty, willfulness, and/or gross neglect.



## **Section 21.6 Transportation and Mileage:**

**21.6.1 Drivers License Required:** Field staff is required to have and maintain a driver's license as a condition of employment.

**21.6.2 Mileage Reimbursement Non-Car-Allowance Staff:** For staff without a car allowance, mileage incurred while conducting SEIU Local 2015 business outside of the normal day-to-day commute to her/his designated office will be reimbursed at the IRS rate for appropriately substantiated miles.

**21.6.3 Auto Insurance Minimum Coverage:** Employees required to own and operate a motor vehicle, as a condition of employment shall maintain adequate insurance coverage and a good motor vehicle record to protect the interest of SEIU Local 2015 against third parties. The minimum level of coverage shall be one hundred thousand dollars (\$100,000) per person and three hundred thousand dollars (\$300,000) per accident. Failure to maintain this level of coverage shall constitute grounds for discipline, including dismissal. The employee will provide proof of insurance coverage when required by the Employer at the time of renewal.

**21.6.4 Car Allowance and Mileage Reimbursement:** For staff required to own and operate a motor vehicle as a condition of employment, the Employer will provide a car allowance of \$650/month. This amount is intended to offset the costs of owning, maintaining and using the vehicle and includes gas. If an employee is required to drive extensively, he/she will be reimbursed at the IRS rate for any business miles exceeding one thousand (1,000) in a calendar month. In those instances, in order to be reimbursed, employees must submit their daily business mileage tracker on no later than the last day of the following calendar month to Finance.

Staff receiving a car allowance shall be required to use their vehicle when they participate in any Employer activity that requires less than six (6) hours round-trip from their assigned office. For any use of an employee's vehicle for longer than 6 hours round trip, the employee will receive mileage reimbursement at the IRS mileage rate for appropriate substantiated miles or shall have the option to rent a car.

Car allowances are a fully taxable benefit and are paid at the last pay period of every month for the following month. Car allowances will be issued as a separate check. Car allowances may be prorated in the event that a unit employee is discharged or resigns.

**21.7 Fuel Expense:** Employees shall not be required to pay fuel or maintenance costs associated with the Employer vans.

## **ARTICLE 22 Retirement Benefits**

**Section 22.1 Pension:** The Employer will participate in the SEIU Affiliates' Officers and Employees Pension Fund in accordance with the rules of the plan.

**Section 22.2 401(K):** All eligible employees covered by this agreement shall be eligible to participate, at their discretion, in the SEIU Affiliates' Officers and Employees Supplemental Retirement Savings 401(k) Plan in accordance with the rules of the plan.

**ARTICLE 23**  
**Health and Welfare Benefits**

**Section 23.1 Health Insurance:** The Employer will continue to provide health insurance, dental insurance and vision coverage for each eligible employee and her/his dependent, spouse/domestic partner to any employee who elects such coverage.

**Section 23.2 Health Insurance Options:**

**23.2.1 Kaiser PPO Health Reimbursement Arrangement:** The Employer will pay the full cost of health insurance for each eligible employee and their dependent, spouse/domestic partner to any employee who elects coverage under either the Kaiser HMO (where available) or PPO Plan. For employees who are not eligible for the Kaiser HMO or who choose the Kaiser PPO Health Plan, the Employer will provide an annual contribution of \$1,500 to a Health Reimbursement Account.

**23.2.2 United Health Care Trust:** The Employer will make available a PPO health plan through United Health Care. Employees may select the United Health Care PPO (UHC) by paying the difference in premium cost between the Kaiser plan for which they are eligible and the United Health Care Plan via payroll deduction.

For employees who are not eligible for the Kaiser HMO who choose the United Health Care PPO, the Employer will waive the payment of the premium difference and pay the full cost of the plan.

**23.2.3 Dental Insurance:** The Employer shall provide employees fully paid dental coverage from Principal and Delta Dental Health Care Trust Program A – Plan 1.

**Section 23.3 Medical FSA Match:** The Employer will match the first four hundred dollars (\$400) that any employee contributes to the Medical FSA plan provided by the Employer each calendar year.

**Section 23.4 Health and Welfare Benefits – Resources and Support:** The Employer will hold informational meetings at least every six (6) months and provide resources and support to assist staff in understanding and navigating the Health and Welfare Benefits, including how to access benefits as needed during travel. Information will also be provided as part of new staff orientations.

**ARTICLE 24**  
**NON-DISPARAGEMENT OF EMPLOYER**

The employer maintains a high public profile and duties of many employees will often include tasks sensitive to the Employer. Employees are responsible for any public statements relating to SEIU 2015, SEIU, or SEIU partner organizations. This article is not intended to restrict the political speech of employees while off duty, but instead to expressly prohibit public disparagement of the employer. Violations of this article may result in discipline, up to and including termination, consistent with Just Cause and Progressive Discipline principles contained in this Agreement, Article 12 Discipline and Discharge.

**ARTICLE 25**  
**No Strikes-No Lockouts**

**Section 25.1 Interruption of the Employer Functions:** During the term of this agreement, or any period of extension, neither the Union, its members or any employee covered by this Agreement will call, sanction or participate in any strike, stoppage of work, slowdown, sympathy strike or concerted interruption of any function of the Employer, whether or not the cause was subject to arbitration. If such action occurs, the Union will make every reasonable effort to terminate the action. Nor will the Union, its members, or any employee engage in a boycott against SEIU or the Employer at any entity under contract with the Employer. An employee engaging in such action will not be entitled to any benefit that occurs or accrues during that time, and will be subject to discharge or other discipline.

**Section 25.2 Lockouts:** During the term of this Agreement, or any period of extension, the Employer will not commence nor continue a lockout of its employees.

**Section 25.3 Relief:** The Employer and the Union shall have the right to full judicial relief, including injunctive relief, for the violation of this article.

**ARTICLE 26**  
**Professional Development**

**Section 26.1 Joint Staff Development Committee:** The Employer and the Union will establish a Joint Staff Development Committee formed by equal number of managers and union representatives. The Joint Staff Development Committee, made up of Labor/Management Committee participants, shall discuss, design, and recommend professional development that is in the interest and in service to the mission, vision, and values of the organization. The committee shall meet a minimum of four (4) times per year in conjunction with the Labor Management Committee.

**Section 26.2 Development Opportunities**

**26.2.1 Staff Development Plans:** Each employee and their supervisor shall jointly identify opportunities for development through an individual Staff Development Plan. Such plans will be submitted to the Human Resources department. An employee may request or a supervisor may recommend or assign development opportunities which subsequently arise.

**26.2.2 Special Projects:** As a component of professional development, the Employer may identify opportunities for Employees to take on additional responsibilities through special projects, typically temporary in nature. Due to the nature of the potential project, the Employer shall have the discretion to determine who to assign. The Employer commits to assign employees to projects with their professional development in mind, and will review and consider rotating assignments based on interest, on development goals, and in line with equity considerations and becoming an anti-racist organization.

**Section 26.3 Mentoring/Shadowing Program:** The staff development committee shall discuss and explore the development of a mentoring/shadowing program.

**Section 26.4 Staff Development Committee Directed Professional Development Day:** The Staff Development Committee will coordinate with the directors to schedule at least one staff development day per year, the curriculum/agenda for which shall be created by the Staff Development Committee, or a subcommittee so designated.

## **ARTICLE 27**

### **Dependent Care Flexible Spending Account**

**Section 27.1 Dependent Care Flexible Spending Account:** The Employer will maintain a Dependent Care Flex Spending Account (compliant to IRS Section 125) to enable regular employees the option to pay for dependent care expenses with pretax dollars.

## **ARTICLE 28**

### **Agreement, Terms and Renegotiations**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should any valid Federal or State law or final determination of any board or court of competent jurisdiction negatively impact the Employer's operation and/or finances, the economic provisions of this agreement shall be reopened and the Parties shall meet to negotiate appropriate changes to those provisions, taking into account the newly arisen circumstances.

Should any valid Federal or State law or final determination of any board or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination and otherwise this Agreement shall continue in full force and effect.

In the event that the Employer wishes to make a change to terms and conditions of employment not contained in this Agreement, or to policies and procedures, the Chief of Staff or their designee shall notify the Union no less than thirty (30) days prior to the proposed change. The Union, PNWSU, shall have ten (10) days in which to respond and request to bargain. In the event the Union requests to bargain, the Employer shall cease implementation of any proposed changes until the parties have reached an Agreement. In the case that negotiations are stalled for more than forty-five (45) days the matter shall be submitted to FMCS for mediation.

This Agreement shall remain in full force and effect from the ratification date (February 16, 2023) through-December 31, 2025. The Employer agrees to pay retroactive wages to the Union as of January 1st, 2023. If either party to this agreement wishes to negotiate a successor agreement, that party will serve a request for negotiations on the other party not more than sixty (60) calendar days, nor less than (30) calendar days prior to the above mentioned expiration date, or as otherwise agreed between the parties.

AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duty authorized representative effective on the \_\_\_ day of \_\_\_\_\_ 2023.  
6/22/2023

For Employer:

6/22/2023

DocuSigned by:  
Arnulfo De La Cruz  
B70C298939B040C...  
Arnulfo De La Cruz, Local 2015 President

DocuSigned by:  
Dave Werlin  
8C465ADB313D403...  
Dave Werlin, Chief Operations Officer

DocuSigned by:  
DeAnthus Cowell  
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DeAnthus Cowell, Bargaining Team

DocuSigned by:  
Ivory Watts  
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Ivory Watts, Bargaining Team

DocuSigned by:  
Leticia Acosta  
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Leticia Acosta, Bargaining Team

DocuSigned by:  
Loretta Williams  
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Loretta Williams, Bargaining Team

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MALCOLM GLOVER  
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Malcolm Glover, Bargaining Team

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Marcus McRae  
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Marcus McRae, Bargaining Team

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Maria Xiquin  
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Maria Xiquin, Bargaining Team

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Moua Por Xiong  
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DocuSigned by:  
Sergio Donis  
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Sergio Donis, Bargaining Team

For Union:

6/21/2023

DocuSigned by:  
Brandon D. Tippy  
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Brandon D Tippy, PNWSU President

DocuSigned by:  
Jeff Armstrong  
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Jeff Armstrong, PNWSU Chapter President

DocuSigned by:  
Alex Sanchez  
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Alex Sanchez, Bargaining Team

DocuSigned by:  
Cindy Raheem  
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Cindy Raheem, Bargaining Team

DocuSigned by:  
Emily Collinson  
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Emily Collinson, Bargaining Team

DocuSigned by:  
Jasmine Reyes  
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Jasmine Reyes, Bargaining Team

DocuSigned by:  
Manuel Lares  
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Manuel Lares, Bargaining Team

DocuSigned by:  
Monica Duarte  
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Monica Duarte, Bargaining Team

DocuSigned by:  
Nora Huntley  
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Nora Huntley, Bargaining Team

DocuSigned by:  
Sadie Perales  
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Sadie Perales, Bargaining Team

DocuSigned by:  
Shemaka Marshall  
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Shemaka Marshall, Bargaining Team

DocuSigned by:  
Stasha Lampert  
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Stasha Lampert, Bargaining Team

DocuSigned by:  
Tomas Castro  
9498EF7757344F2...  
Tomas Castro, Bargaining Team

DocuSigned by:

*Marcia Aguilar*

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Marcia Aguilar, Bargaining Team

*Trina Myles*

CD315A2C6B024A2...

Trina Myles, Bargaining Team

**Appendix A**  
**Job Classifications and Salary Schedule**

<b>Hourly</b>	<b>Job Titles</b>	<b>Salaried</b>	<b>Job Titles</b>
Range 1	Security	Range 9	Communication Specialist 1 Organizer 1 <ul style="list-style-type: none"> <li>• Member Services</li> <li>• Internal/Growth</li> <li>• Political</li> </ul>
Range 2	Accounts Receivable/Payable Clerk	Range 10	Communication Specialist 2 Organizer 2 <ul style="list-style-type: none"> <li>• Member Services</li> <li>• Internal/Growth</li> <li>• Political</li> </ul> Policy Analyst Research Analyst
Range 3	Administrative Assistant 1 Education/Training Coordinator Facilities Coordinator Membership Associate 1 MAC Organizer	Range 11	Communication Specialist 3 Leadership Empowerment Specialist
Range 4	Accountant 1 <ul style="list-style-type: none"> <li>• Accounts Receivable</li> <li>• Accounts Payable</li> </ul> Travel Coordinator MAC Organizer 2	Range 12	Senior Contracts Specialist Senior Policy Analyst Senior Research Analyst Senior Organizer
Range 5	Accountant 2 <ul style="list-style-type: none"> <li>• Staff Accountant</li> <li>• General Ledger</li> </ul>		
Range 6	Information Technology Support Specialist Database Specialist		
Range 7	Accountant 3 – Senior Accountant System Administrator		
Range 8	Database Manager Database Program Coordinator Network Administrator		

## Appendix A Job Classifications and Salary Schedule

Effective January 1, 2023

Hourly Ranges	Years										
	1	2	3	4	5	7	10	15	20	25	30
Range 1	55,687.98	57,080.18	58,507.18	59,969.86	62,968.35	66,116.77	69,422.61	72,893.74	76,538.43	80,365.35	84,383.62
Range 2	58,618.93	60,084.40	61,586.51	63,126.17	66,282.48	69,596.60	73,076.43	76,730.25	80,566.76	84,595.10	88,824.86
Range 3	61,704.14	63,246.74	64,827.91	66,448.61	69,771.04	73,259.59	76,922.57	80,768.70	84,807.14	89,047.50	93,499.88
Range 4	64,789.34	66,409.07	68,069.30	69,771.03	73,259.58	76,922.56	80,768.69	84,807.12	89,047.48	93,499.85	98,174.84
Range 5	68,028.81	69,729.53	71,472.77	73,259.59	76,922.57	80,768.70	84,807.14	89,047.50	93,499.88	98,174.87	103,083.61
Range 6	71,430.25	73,216.01	75,046.41	76,922.57	80,768.70	84,807.14	89,047.50	93,499.88	98,174.87	103,083.61	108,237.79
Range 7	75,001.76	76,876.80	78,798.72	80,768.69	84,807.12	89,047.48	93,499.85	98,174.84	103,083.58	108,237.76	113,649.65
Range 8	78,751.85	80,720.65	82,738.67	84,807.14	89,047.50	93,499.88	98,174.87	103,083.61	108,237.79	113,649.68	119,332.16
Salaried Ranges	Years										
	1	2	3	4	5	7	10	15	20	25	30
Range 9	68,732.52	70,450.83	72,212.10	74,017.40	77,718.27	81,604.18	85,684.39	89,968.61	94,467.04	99,190.39	104,149.91
Range 10	73,656.35	75,497.76	77,385.20	79,319.83	83,285.82	87,450.11	91,822.62	96,413.75	101,234.44	106,296.16	111,610.97
Range 11	81,254.46	83,285.82	85,367.97	87,502.17	91,877.28	96,471.14	101,294.70	106,359.44	111,677.41	117,261.28	123,124.34
Range 12	89,636.37	91,877.28	94,174.21	96,528.57	101,355.00	106,422.75	111,743.89	117,331.08	123,197.63	129,357.51	135,825.39

Effective January 1, 2024

Hourly Ranges	Years										
	1	2	3	4	5	7	10	15	20	25	30
Range 1	57,915.50	59,363.39	60,847.47	62,368.65	65,487.08	68,761.44	72,199.51	75,809.49	79,599.97	83,579.96	87,758.96
Range 2	60,963.69	62,487.78	64,049.97	65,651.22	68,933.78	72,380.46	75,999.49	79,799.46	83,789.43	87,978.90	92,377.85
Range 3	64,172.31	65,776.61	67,421.03	69,106.55	72,561.88	76,189.97	79,999.47	83,999.45	88,199.43	92,609.40	97,239.88
Range 4	67,380.91	69,065.43	70,792.07	72,561.87	76,189.96	79,999.46	83,999.44	88,199.40	92,609.38	97,239.84	102,101.83
Range 5	70,749.96	72,518.71	74,331.68	76,189.97	79,999.47	83,999.45	88,199.43	92,609.40	97,239.88	102,101.86	107,206.95
Range 6	74,287.46	76,144.65	78,048.27	79,999.47	83,999.45	88,199.43	92,609.40	97,239.88	102,101.86	107,206.95	112,567.30
Range 7	78,001.83	79,951.87	81,950.67	83,999.44	88,199.40	92,609.38	97,239.84	102,101.83	107,206.92	112,567.27	118,195.64
Range 8	81,901.92	83,949.48	86,048.22	88,199.43	92,609.40	97,239.88	102,101.86	107,206.95	112,567.30	118,195.67	124,105.45
Salaried Ranges	Years										
	1	2	3	4	5	7	10	15	20	25	30
Range 9	71,481.82	73,268.86	75,100.58	76,978.10	80,827.00	84,868.35	89,111.77	93,567.35	98,245.72	103,158.01	108,315.91
Range 10	76,602.60	78,517.67	80,480.61	82,492.62	86,617.25	90,948.11	95,495.52	100,270.30	105,283.82	110,548.01	116,075.41
Range 11	84,504.64	86,617.25	88,782.69	91,002.26	95,552.37	100,329.99	105,346.49	110,613.82	116,144.51	121,951.73	128,049.31
Range 12	93,221.82	95,552.37	97,941.18	100,389.71	105,409.20	110,679.66	116,213.65	122,024.32	128,125.54	134,531.81	141,258.41

Effective January 1, 2025

Hourly Ranges	Years										
	1	2	3	4	5	7	10	15	20	25	30
Range 1	60,232.12	61,737.93	63,281.37	64,863.40	68,106.56	71,511.90	75,087.49	78,841.87	82,783.97	86,923.16	91,269.32
Range 2	63,402.24	64,987.29	66,611.97	68,277.27	71,691.13	75,275.68	79,039.47	82,991.44	87,141.01	91,498.06	96,072.96
Range 3	66,739.20	68,407.67	70,117.87	71,870.81	75,464.36	79,237.57	83,199.45	87,359.43	91,727.41	96,313.78	101,129.48
Range 4	70,076.15	71,828.05	73,623.75	75,464.34	79,237.56	83,199.44	87,359.42	91,727.38	96,313.76	101,129.43	106,185.90
Range 5	73,579.96	75,419.46	77,304.95	79,237.57	83,199.45	87,359.43	91,727.41	96,313.78	101,129.48	106,185.93	111,495.23
Range 6	77,258.96	79,190.44	81,170.20	83,199.45	87,359.43	91,727.41	96,313.78	101,129.48	106,185.93	111,495.23	117,069.99
Range 7	81,121.90	83,149.94	85,228.70	87,359.42	91,727.38	96,313.76	101,129.43	106,185.90	111,495.20	117,069.96	122,923.47
Range 8	85,178.00	87,307.46	89,490.15	91,727.41	96,313.78	101,129.48	106,185.93	111,495.23	117,069.99	122,923.50	129,069.67
Salaried Ranges	Years										
	1	2	3	4	5	7	10	15	20	25	30
Range 9	74,341.09	76,199.61	78,104.60	80,057.22	84,060.08	88,263.08	92,676.24	97,310.04	102,175.55	107,284.33	112,648.55
Range 10	79,666.70	81,658.38	83,699.83	85,792.32	90,081.94	94,586.03	99,315.34	104,281.11	109,495.17	114,969.93	120,718.43
Range 11	87,884.83	90,081.94	92,334.00	94,642.35	99,374.46	104,343.19	109,560.35	115,038.37	120,790.29	126,829.80	133,171.28
Range 12	96,950.69	99,374.46	101,858.83	104,405.30	109,625.57	115,106.85	120,862.20	126,905.29	133,250.56	139,913.08	146,908.75



**Appendix B**  
**Leave Donation Policy**

## **Leave Donation Policy**

### **Policy Statement**

SEIU Local 2015 and the staff union recognizes that employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available sick/comp/vacation time. To address this need all eligible employees will be allowed to donate sick/comp/vacation time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

### **Eligibility**

Employees who donate sick/comp/vacation time must be employed with Local 2015 for a minimum of 1 year and have successfully passed their probation.

### **Guidelines**

Employees who would like to make a request to receive donated sick/comp/vacation time from their co-workers must have a situation that meets the following criteria:

Family Health Related Emergency- Critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care and employee qualify for FMLA. Immediate family member is defined as spouse, domestic partner, child, parent or other relationship in which the employee is the legal guardian or sole caretaker.

Employees who donate sick/comp/vacation time from their unused balance must adhere to the following requirements:

Donation minimum- 8 hours of sick/comp/vacation time

Donation maximum - 40 hours (1 week) or no more than 50% of your current balance of sick time and 120 hours (3 weeks) or no more than 50% of your current balance of vacation time, 16 hours (2 days) or no more than 50% of your current comp time balance.

**Note:** Employees who donate time must have sufficient time in their balance and will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Employees cannot borrow against future sick/comp/vacation time to donate.

Employees who receive donated sick/comp/vacation time may receive no more than 160 hours (4 weeks) of combined sick or vacation time within a rolling 12 month period.

Employees who are currently on an approved leave of absence cannot donate sick or vacation time.

Donated sick/comp/vacation time cannot be used to additionally compensate employees on workers' compensation leave, and is not to be used in lieu of short term disability insurance (STD) or long term disability insurance (LTD). However donated sick/comp/vacation time may be used to raise the employee's income to 100% of their regular rate while using STD or LTD.

### **Procedure**

Employees who would like to make a request to receive donated sick/comp/vacation time are required to complete a Donation of Sick/Comp/Vacation Time Request Form which includes authorization for the Human Resources Director and/or designee to present the request to the employees of Local 2015 for the sole purpose of soliciting donations. Employees are not allowed to solicit for donation of sick/comp/vacation time directly from their co-workers.

Employees who wish to donate sick/comp/vacation time to a co-worker in need must complete a Donation of Sick/Personal Time Form.

All forms should be returned to the Human Resources Director.

### **Approval**

Requests for donations of sick/comp/vacation time must be approved by Human Resources and/or a designated Senior Leader of Local 2015 (i.e. President, Officer).

If the recipient employee has available sick/comp/vacation time in their balance, this time will be used prior to any donated sick/comp/vacation time. Donated sick/comp/vacation time may only be used for time off related to the approved request. Sick/Comp/Vacation time donated that is in excess of the time off needed will be returned to the donor.

## Side Letter of Agreement

### Dress, Attire, and Hygiene

Bargaining unit employees are expected to maintain dress and hygiene standards consistent with the updated policy of the Employer. Such policy will be gender neutral and will not include differential requirements based on an employee's social or personal identity. The policy will also consider the various weather and working conditions in which employees work. The Employer shall provide the updated draft Dress, Attire, and Hygiene policy for staff union input prior to implementation. Nothing in this Side Letter shall be construed to limit either party from requesting and engaging in impact bargaining related to dress attire, and hygiene policy revision.

For PNWSU,

DocuSigned by:

*Brandon D. Tippy*

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Brandon Tippy

Date: 6/21/2023

For SEIU Local 2015,

DocuSigned by:

*David Werlin*


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David Werlin

Date: 6/22/2023



# Memo

**To:** PNWSU Negotiating Committee  
**From:** David Werlin   
**CC:** SEIU Local 2015 Negotiating Committee  
**Date:** January 21, 2023  
**Re:** Issues for Labor Management Committee

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During our negotiations the parties have discussed concerns regarding how staff are reimbursed for the cost of tolls incurred during the course of their job duties, and regarding how best to ensure timely payment to members of "lost time" pay.

Local 2015 agrees that both issues are appropriate topics for conversation during upcoming Labor Management Committee meetings and we look forward to hearing concerns and working cooperatively towards solutions.