



2024 - 2026

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

**PACIFIC NORTHWEST STAFF UNION
Building Service Staff Union**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
United Service Workers West**

**EFFECTIVE
February 1, 2024 THROUGH January 31, 2026**



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AGREEMENT

This AGREEMENT made and entered into this 1st day of February, 2024, by and between SERVICE EMPLOYEES INTERNATIONAL UNION UNITED SERVICE WORKERS WEST, hereinafter referred to as the "Employer" and the BUILDING SERVICE STAFF UNION CHAPTER OF THE PACIFIC NORTHWEST STAFF UNION, hereinafter referred to as the "Union". "PNWSU-BSSU" OR "BSSU Chapter of PNWSU" refers to Building Service Staff Union" Chapter of the Pacific Northwest Staff Union. "USWW" or "SEIU-USWW" refers to the Employer. "SEIU" refers to the SEIU International Union. "Local Union", unless otherwise specified, refers to the Employer. "Employee", unless otherwise specified, refers to employees of the Local Union who come under the jurisdiction of this Agreement. "Management" refers to employees of the Local Union with authority to hire, fire, discipline, or to approve major financial expenditures.

SECTION 1. RECOGNITION AND JURISDICTION.

(a) Recognition.

The Employer recognizes the Union as the sole collective bargaining agent for all persons that come under the jurisdiction of the Union, in all locations within the State of California and any other areas where bargaining-unit employees perform their duties.

(b) Jurisdiction.

The jurisdiction of the Union shall include all employees of the Employer within the classifications listed herein, permanent or temporary, full-time or part-time, who are not management or supervisory personnel, and are not already covered by an existing collective bargaining agreement. Employees of the SEIU International Union who are assigned to work with a Local Union shall not be covered. Officers and Executive Board members of the Local Union shall not be covered.

Jobs covered by this Agreement are listed in Appendix "A" of this agreement and any other titles established for employees who represent members of the Local Union.

Non-bargaining unit employees shall be able to perform work of the bargaining unit as needed for training purposes, or for other legitimate reasons such as short-term campaign-related projects; however, the Employer's intent is not to reduce the scope of the Union's bargaining unit by attrition. The Employer agrees to inform the Union of the general types of work affected by this provision.

The Employer shall not use members of the Local Union on lost-time to perform work that is covered under this Agreement in a way that reduces permanent employment opportunities for bargaining-unit employees.

(c) Janitorial and Security Services.

In the event that the Employer contracts out the janitorial and/or security work at any local office where the janitor(s) and/or security officer(s) was previously employed directly by the Employer, the Employer agrees to guarantee the following conditions of such contracting out:

1. The contractor shall be signatory to the local Master Janitorial Collective Bargaining Agreement; or prevailing Security Collective Bargaining Agreement;
2. The contractor shall retain the existing janitor(s) and/or security officer(s);
3. Retention of the janitors' and/or security officers' original seniority date(s) with the Local Union;
4. Retention of the janitors' and/or security officers' existing wage rate(s), until superseded by Collective Bargaining Agreement;
5. Retention of all existing benefits, until superseded by Collective Bargaining Agreement.

SECTION 2. AFFIRMATIVE ACTION AND CULTURAL DIVERSITY.

SEIU USWW and PNWSU-BSSU recognize that a workforce which reflects the demographics of the Local's membership and the communities in which those members live is integral to the growth and effectiveness of the Local.

SEIU USWW and PNWSU-BSSU are committed to a firm policy of non-discrimination in all aspects of employment, including recruitment, hiring, placement, training, transfers, promotion, demotion, termination, layoff, re-call, compensation, benefits, and the use of facilities, on account of race, color, traits historically associated with race, including but not limited to, hair texture and protective hairstyles, religious creed, sex, national origin, age, immigration status, sexual orientation, gender identity, gender expression, veteran status, marital status, maternity status, genetic information or physical and/or mental disability (as defined by the Americans with Disabilities Act). All provisions of this Agreement shall apply to all employees regardless of any of the above-defined characteristics. SEIU USWW agrees to follow all applicable state and federal laws.

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or Union activity.

SECTION 3. UNION SECURITY.

As a condition of continued employment, all employees employed by the Employer in the unit which is the subject of this Agreement shall become and remain members of the Union not later than thirty-one (31) days following the beginning of their employment, or the execution date of this Agreement, whichever is later. Upon notice from the Union that any employee is not in good standing, the Employer shall discharge said employee within ten (10) days after receiving such notice, unless the employee puts himself in good standing with the Union before the expiration of the ten (10) day period, herein mentioned, and before such discharge.

The Employer agrees to present to new hire employees, an authorization and membership application form, provided by the Union. Upon signed authorization of the employee, the Employer agrees to deduct union dues from the pay of each employee. The dues shall be deducted each pay period at a percentage rate set by the Union of each employee's gross pay

each pay period (gross pay per pay period shall be calculated by dividing an employee's annual salary at the time of dues deduction by 26) and shall be submitted to the Treasurer of the Pacific Northwest Staff Union within one month of the end of the pay period for which remittance is made, together with an alphabetized list of all bargaining-unit employees specifying the following:

- A. The name of each employee who has received pay during the calendar month for which remittance is made.
- B. The gross wages each employee earned during the pay period for which the remittance is made.
- C. The amount of deduction for each employee for whom a deduction was made.
- D. The names, addresses, last four (4) digits of social security numbers, phone numbers, date of hire, position titles (including division), grade and step levels, temporary versus permanent classification, part-time versus full-time classification, probationary versus non-probationary classification, and if employee is probationary, the total length of their probationary period as determined upon hire of all employees whose names are listed on the above list.
- E. A notation of "No authorization" beside the name of any bargaining-unit employee who has not signed a payroll deduction authorization.
- F. A notation beside the name of any employee who has been hired or whose employment status has changed in the preceding thirty (30) days. Relevant status changes include, but are not limited to, changes in temporary versus permanent classification, part-time versus full-time classifications, probationary versus non-probationary classification, grade and step levels, terminations (whether voluntary or involuntary), retirement, and promotions out of the bargaining unit.

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

The Union shall notify the Employer of the amounts that are to be deducted from the employee for union dues.

SECTION 4. HOURS, OVERTIME AND COMPENSATION TIME.

The Employer and the Union recognizes that due to the nature of the job, irregular and long hours are often worked. Consequently, the parties agree as follows:

(a) Compensation Time.

- (1) Each salaried employee shall be automatically credited with one (1) compensatory day credit per month. Compensation Days shall accrue for up to a maximum of

six (6) days. This carryover time shall be further extended if the Employer temporarily cancels the use of Compensation Days because of Contract Campaigns or similar activities.

Employees may also use Compensation Days in increments of half days.

Upon separation, an employee may either schedule and use or cash out their complete balance of Compensation Days prior to their final date of separation.

- (2) Employees who, due to their work schedule, are required to work three (3) weekends in a four (4) week period will be credited with one (1) additional compensatory day credit. Prior to working on the third weekend in a four (4) week period, employees must secure pre-approval by completing and submitting to their supervisor the appropriate Pre-Approval Request Form as provided by the Employer. In order to use this extra day(s), the employee must submit the signed Pre-Approval Request Form together with their request for Compensation Days. "Weekend work" is defined as work which must be scheduled on a Saturday or a Sunday, including but not limited to membership meetings or worksite visits.
- (3) The Employer shall maintain records of used and unused Compensation Time for each employee and report all updated accruals for all automatically credited Compensation Days every pay period.
- (4) Salaried employees hired after the ratification date of this Agreement whose primary schedule is 9:00 AM to 5:00 PM, Monday through Friday, or similar Monday-Friday schedule, shall be credited with compensatory days at the same rate as all salaried employees.
- (5) Upon written request from the employee, the Employer shall integrate Compensation Time with the employee's State Disability insurance, Workers Compensation insurance or CA Paid Family Leave benefit. The Employer will pay an amount which, added to the above benefits, will equal the employee's regular wages. The Employer shall charge against the employee's accrued Compensation Time only that amount of integrated Compensation Time paid by the Employer.
- (6) Compensation Time requests must be submitted electronically, using the Employer's time keeping platform. Such requests will be confirmed or denied in writing on the Employer's time keeping platform.

(b) Overtime

Hourly employees shall receive overtime pay at the rate of one and one-half (1-1/2) times their normal hourly rate of pay for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week. Hourly employees may also elect to convert all hours worked in excess of their normal schedule to Compensation Time at the rate of one (1) hour of Compensation Time for each additional hour worked.

(c) Hours.

The Employer and the Union agree that employees should not normally be required to work more than four (4) consecutive weekends, nor more than seven (7) consecutive calendar days; however the parties recognize that intensive periods of activity such as contract campaigns, strikes, or external organizing campaigns may require such work. If an Employee works seven (7) days in a row, the Employee shall automatically receive an additional compensation day. Prior to working seven (7) days in a row, employees must secure pre-approval by completing and submitting to their supervisor the appropriate Pre-Approval Request Form as provided by the Employer before working the seventh consecutive day. In order to use this extra day(s), the employee must submit the signed Pre-Approval Request Form together with their request for Compensation Days. The Employee will be required to submit the appropriate form as provided by the Employer. This additional compensation day shall not be awarded if the Employee already qualifies for an additional compensation day under the provisions of Section 4(a)(2) for the same time period. The preceding provision does not apply to cases where employees voluntarily choose to work such intensive schedules.

SECTION 5. SENIORITY.

- (a)** An employee's seniority shall begin accruing from the date of their hire by the Employer. In the event that all or part of another Local Union is merged with or transferred to SEIU USWW, any employees of the predecessor Local Union who are retained as bargaining-unit employees by SEIU USWW shall retain their seniority dates from the predecessor Local Union.

Lost-Time and temporary employees who are hired as regular employees no later than ninety (90) days after completing their Lost-Time or temporary assignments shall be credited with their original dates of hire into the Lost-Time assignment.

Seniority shall not be affected by authorized leaves of absence, transfers from one office to another or between Local Unions which have collective bargaining agreements with PNWSU-BSSU, or assignments with other Local Unions or with SEIU. Seniority shall be lost in the event of discharge for just cause.

- (b)** Upon hire into permanent status, Clerical employees as defined in Section 1(b) of this Agreement shall serve three (3) months on probationary status. Probationary Clerical employees shall have a performance evaluation after one (1) month from hire date.

Upon hire into permanent status, Field (non-Clerical) employees shall serve nine (9) months on probationary status. If a newly hired non-Clerical employee had at least one (1) year of prior experience as a Field staff employee of a Labor Union prior to being hired by USWW, and provided such prior experience was satisfactory and relevant to employee's job duties at SEIU-USWW, they shall serve a six (6) months on probationary status; however, this provision shall not apply if there was a gap in service of more than three (3) years between the prior union job and the employee's hiring by SEIU-USWW.

The employee will be informed of the length of their probationary period in the letter offering them the job, with a copy sent to PNWSU-BSSU. Field (non-Clerical) probationary employees shall have a written performance evaluation every three (3) months until completing their probation period. The evaluation shall be performed by the employee's immediate supervisor, in the presence of their lead (if any) and shall include a plan for further staff development of the employee. Employees shall be entitled to a written copy of their evaluation and staff development plans.

Probationary employees shall not have access to the grievance procedure for discipline or discharge. In the event that a temporary full-time or part-time employee is placed in permanent positions with job duties and level of responsibility comparable to their temporary assignment, the time spent in temporary status shall be credited toward the probation period specified herein, except by mutual agreement between the Employer and the Union. Examples of comparable duties would include:

1. Intake and grievance handling; or
2. Internal and external organizing.

- (c) If the Employer chooses to release from probation, or terminate, a probationary employee for any reason, the Employer shall provide a written notice of such release from probation or termination to the employee and the Union.

The Employer may not extend an employee's probation period except by mutual consent with the employee and the Union and the Employer will offer its rationale for the extension of the probation. The parties may extend the probationary period of a specific employee once for a period up to three (3) months. The employee is entitled to have a steward present for the discussion, and the parties agree to make all reasonable efforts to ensure the presence of a Steward if requested by the employee. If a Steward is present, that person shall represent the Union for the purpose of consenting or not consenting to the extension, only with the approval of a PNWSU-BSSU Executive Board member; if the employee waives the presence of the Steward, the Employer shall notify the Union (both Union PNWSU-BSSU Chapter President and the respective regional Chapter Vice President) in writing of its request to extend probation.

SECTION 6. TRANSFERS.

The Employer shall notify the affected employee and their Union (both Union PNWSU-BSSU Chapter President and the respective regional Chapter Vice President) , no less than sixty (60) days in advance of the transfer, if they are classified as External Organizer I, External Organizer II, or Senior External Organizer in external organizing, prior to being permanently transferred to a different office of the Local Union which is more than sixty-five (65) miles away. Employer will meet with the Union and the affected employee upon request. The purpose of this meeting between the Employer and the Union is both to review the details of the transfer and to explore all possible alternatives. If they are classified as Internal Organizer I, Internal Organizer II, or Senior Internal Organizer in internal organizing, an employee and their Union (both Union PNWSU-BSSU Chapter President and the respective regional Chapter Vice President) will be given ninety (90) days' notice. This restriction shall not apply to temporary assignment of tasks outside of their base area, including but not limited to a job site "blitz", a mass worker sign-up

campaign or a political assignment tied to a specific election campaign or project. Involuntary permanent transfers greater than sixty-five (65) miles shall be imposed by reverse order of seniority according to office.

SECTION 7. LAYOFF AND RECALL.

In the event that the Employer desires to lay off any employee(s) or reduce staffing, the Employer will submit the following information to the Union, in writing to the Union, as soon as the Employer has knowledge of such layoff but in no case with fewer than sixty (60) days' notice, before any action is taken on the proposed layoff:

1. The department and geographical area where the proposed layoff is to occur;
2. A list of the employees working at the job location and the length of employment and classification of each employee;
3. A list of employees the Employer desires to layoff, or positions the Employer desires to eliminate;
4. The date and reason for the proposed layoff or reduction in staffing;
5. The Employer must provide the Union with all relevant financial information in order to substantiate claims of financial hardship which necessitate the layoff;
6. The Employer's plan for covering the workload performed by the employee(s) to be laid off without imposing an unreasonable workload on existing employees;

Employees shall be laid off in reverse seniority order within classification. Layoffs shall normally be implemented within each region (Southern or Northern California). Laid-off employees shall be recalled in seniority order. However, the layoff and recall provisions shall not be implemented so as to place staff employees in positions where they cannot communicate in the majority language of the workers whom they are representing or organizing at the time of layoff or recall. The Employer shall notify laid-off employees by certified mail to last known address on file when open positions become available.

SECTION 8. HIRING AND PROMOTION.

(a) Hiring

When new positions within the jurisdiction of this Agreement are available, first consideration shall be given to current and/or laid-off qualified bargaining-unit employees and PNWSU-BSSU members working in other Bargaining Units. To facilitate this provision, the Employer shall post notices of the available position(s) in every office of the Local Union no later than one (1) week prior to beginning interviews of applicants for the new position(s). Upon the Employer's determination that it needs to fill a vacant position, the Employer shall post a notice for the vacant position within two (2) weeks of such determination. The Employer's determination shall be in accordance with the provisions of Section 16 – Workload. In addition, the Employer agrees to take reasonable

steps to hire staff who are representative of the workforce represented by the Local Union.

When job applicants are being considered for bargaining-unit positions where they will be working closely with existing bargaining-unit employees, such employees shall have the opportunity to interview the applicants jointly with representatives of management, prior to any final hiring decision.

(b) Promotion

The Employer agrees to consider the principle of seniority as the determining factor in promotion or transfer to vacant positions within the bargaining unit, providing that merit and ability to perform are equal to the duties in such positions.

(c) Hiring, Promotion and Retention Committee

Committee

It is the intention of the parties to establish a USWW/PNWSU-BSSU Hiring, Promotion and Retention Committee to provide a forum for labor and management to jointly discuss issues of concern to the bargaining unit employees.

The Hiring, Promotion and Retention Committee shall consist of Management representatives and bargaining unit representatives, consisting of no more than three (3) on each side.

During the term of this Agreement, the Hiring, Promotion and Retention Committee will meet quarterly, upon written request of either party, during working hours to discuss issues which may include, but are not limited to: recruiting ideas, educational/promotional opportunities and training and employee development. Upon mutual agreement, the parties may meet more often.

Either party requesting the meeting shall provide an agenda five (5) days prior to the meeting. Committee participants shall be released on work time to attend meetings.

The Employer will notify the Union (both Union PNWSU-BSSU Chapter President and the respective regional Chapter Vice President) of voluntary resignations by members of the BSSU bargaining unit within five (5) business days of receipt of such resignations.

SECTION 9. UNION RIGHTS.

(a) Union Stewards

The Employer agrees that the Union shall be permitted to maintain Union Stewards on the job. The Union shall inform the Employer whenever a new Union Steward is chosen.

Union Stewards shall have the right, within reason, to use part of their normal workday to investigate grievances and otherwise carry out PNWSU-BSSU business.

(b) Union Use of Local Union Facilities

The Union shall be allowed use of facilities of the Local Union for holding meetings, as long as such use does not conflict with the normal operations of the Local Union. The Union shall be allowed the use of a Bulletin Board for PNWSU-BSSU notices in every office of the Local Union.

- (c)** Each newly hired employee shall receive a comprehensive orientation as to their rights and responsibilities as a member of the staff of the Local Union. The Employer will make all efforts to conduct the orientation within fourteen (14) calendar days, but by no later than thirty (30) of their date of hire. Though, it will be the responsibility of the Employer to provide such orientation, one (1) PNWSU-BSSU executive will be given an hour of paid time during new staff orientation and it is understood that the Employer shall not be present during this portion of the employee orientation. Such information and materials provided include, but not limited to:

Health and Welfare

Wages

Pension

Job Classifications

Computer Access as appropriate

Work cell phone (where applicable per Section 27c.)

Adequate and Personal Work Area as available

PNWSU-BSSU Membership Requirements

Business Cards shall be ordered as appropriate

Access to digital office forms i.e.: mileage, expense, PTO forms, etc.

Employer Work Rules and Regulations a/k/a Personnel Policies & Procedures

PNWSU-BSSU shall be responsible for providing the PNWSU-BSSU Collective Bargaining Agreement during the one (1) hour PNWSU-BSSU orientation specified above.

(d) Union Elected Positions

The Union shall e-mail an updated listing of names and contact information for all elected positions to hr@seiu-usww.org and notify the Employer using the same e-mail of any updates or changes known to the Union.

SECTION 10. UNION POLITICAL ACTIVITY.

The Union agrees not to participate as an organization in any International Union or Local Union election by supporting or endorsing any candidate or by any other means. Employees must be

allowed to voluntarily choose to participate in internal political activity. The Employer agrees not to discipline or retaliate against any employee for choosing to remain neutral, and therefore not to campaign in any International or Local Union election of officers.

SECTION 11. MAINTENANCE OF STANDARDS.

No employee shall suffer a lowering of wages, salary, benefits or working conditions as a result of this Agreement. Employees who receive pay and/or benefits superior to those specified in this Agreement, including those employees formerly covered under the SEIU Local 399 Staff Union contract, shall continue to receive such superior pay and/or benefits.

SECTION 12. CHANGE OF LOCAL UNION LEADERSHIP.

There shall be no change in any term of this Agreement or the conditions of employment of any bargaining-unit employee as a result of a change of leadership in the Local Union due to the imposition of trusteeship, change of name, change of trustees, merger, or Local Union elections.

SECTION 13. WORKING CONDITIONS.

The Employer shall take all necessary steps to provide decent working conditions for bargaining-unit employees. This section shall apply to, but not be limited to, the physical upkeep of facilities owned or leased by the Employer, such as telephones, office and computer equipment, furniture, lighting conditions, air conditioning and heating. The Employer shall provide bargaining-unit employees with access to office equipment necessary to perform their job duties. The Employer shall repair or replace faulty equipment, including Local Union-issued cell phones, in an expeditious manner. The Employer shall provide, at each local office, a satisfactory lunch area that includes a refrigerator, sink, microwave and water dispenser. The Employer will work to ensure a workplace free of hazardous and unsanitary conditions.

SECTION 14. HEALTH AND SAFETY.

The parties agree that all employees should have a safe and healthful work environment and that the employees will cooperate with the Employer to achieve that result. The Employer further agrees to abide by all federal, state and local laws regarding employee health and safety.

SECTION 15. MANAGEMENT RIGHTS AND WORK RULES.

(a) Management Rights

Except to the extent expressly limited in this Agreement, the Employer retains the exclusive right to manage, operate and administer the affairs of the Local Union and to direct its work force.

(b) Work Rules

Rules and regulations for the conduct of business as the Employer shall consider necessary and proper and which do not conflict with the terms and conditions of this Agreement shall be observed by all employees. All work rules for which an employee may be disciplined or discharged shall be posted and supplied to each individual employee so that they may become familiar with such regulations. A copy of these rules and regulations shall be submitted to the Union at least thirty (30) days prior to the effective date of said rules. Should the Union consider any rule unreasonable, the parties shall

meet and attempt to resolve the differences. If no resolution can be made, then it shall be treated through the grievance procedure.

(c) Local Union Budget Meetings

A reasonable number of representatives of the Union shall be allowed to attend meetings of Directors, Coordinators and Executive Officers where budgetary or financial affairs of the Local Union are discussed. Officials of the Union shall be notified with two (2) weeks' notice of the date, time and location of such meetings or when rank-and-file Executive Officers are advised.

SECTION 16. WORKLOAD.

The parties recognize that the nature of the work covered by this Agreement can involve heavy or varying workloads. Nevertheless, the Employer shall make all reasonable efforts to ensure that workloads are evenly distributed among bargaining-unit employees. The Employer shall maintain an adequate staff level to perform the work necessary, as budgetary restrictions allow. The Employer shall make all reasonable efforts to fill bargaining-unit positions with Lost-Time or temporary employees for no longer than six (6) months. If the Employer decides to fill such a bargaining-unit position with a permanent employee, the Lost-Time or temporary employee who is assigned to cover the position at that time shall have preference for the position among similarly qualified applicants if no bargaining-unit member has applied for the open position.

Changes in job assignments shall be explained to the affected employee(s) and the Union before taking effect. If there is a dispute regarding such changes, the dispute shall be treated in the Joint Labor-Management Committee before the changes take effect. In general, workload and work assignment disputes shall be treated in the Joint Labor-Management Committee.

In the event that an employee takes a leave of absence or vacation, whether paid or unpaid, two (2) weeks or longer in duration, or if their employment is terminated, the Employer will make arrangements for the coverage of that employee's job duties until their return, or until they are permanently replaced, to the extent feasible. The Union is willing to work with the Employer to create a coverage plan prior to the employee's departure.

An employee who, having made reasonable efforts to meet with their supervisor to set priorities and make their work manageable, is unable to resolve a workload dispute with their supervisor may request a formal meeting with their supervisor and a union representative in order to resolve the workload issue. The meeting will be scheduled within ten (10) days of the request. Employees shall be entitled to a written copy of the meeting's outcome.

The Employer agrees to the principle that employees who are required to work late evenings doing worksite visits or similar activities are not normally required to report to work sooner than ten (10) hours after the end of such late evening work; however this provision might not apply in periods of intense activity such as campaigns and strikes.

If the Employer reduces the number of bargaining unit positions, the Employer will follow the language in Section 2 of the agreement made on July 22, 2013 in reference to Layoffs.

SECTION 17. STAFF DEVELOPMENT AND EMPLOYEE TRAINING.

(a) The Employer and the Union agree to the principle that the Employer should implement and institutionalize individual staff development plans and annual evaluations that help the employee become more effective in their field and to advance in their professional leadership skills, job categories, and classification grades. The goal is to retain, professionalize and stabilize USWW's staff, to integrate a sustainable organizational culture, and to be able to recruit and retain qualified staff at USWW.

1. Annual evaluations shall take place according to the provisions of Section 33(a) of this Agreement.
2. The Employer shall ensure that every employee has a staff development plan that is drafted or revised on an annual basis. Development plans are to be prepared by the employee and their immediate supervisor or Lead (if applicable). Development plans are to be completed no more than one (1) month following the completion of the employee's annual evaluation.
3. Development plans shall be based on the employee's evaluation and will focus on advancement in areas where the employee needs additional experience and/or training in order to perform their assigned job duties and meet the needs of the Employer.

If, within 6 months of the employee's evaluation, there are areas where an employee's immediate supervisor finds that additional focus, training, or improved performance on core job duties would be necessary for an employee to pass their annual evaluation, the Employer will meet with the employee to adjust the employee's development plans to reflect such areas.

For Grade I employees at Steps 3 or above, and for Grade II employees at Steps 2 or 3, development plans will include training to meet the qualifications of the next Grade level.

4. The Employer and the Union further agree that important elements of Staff Development plans shall include, but not be limited to:
 - a. Goalsetting-Professional growth goals for the employee for the year ahead as well as forward thinking about five (5) years goals;
 - b. Criteria for current and next Grade levels;
 - c. Clear objectives and Benchmarks to measure progress towards goals;
 - d. A plan to achieve those goals;
 - e. Development in areas where the employee and their supervisor and/or lead have identified a need for additional training and/or experience.

5. Employees shall receive hard and digital copies of their evaluation and staff development plans in writing after completion of the procedure as per Section 17(a)2.
6. Both individual employees and the Employer are expected to take seriously the process of preparing evaluations and staff development plans, and to fulfill commitments made by the employee during that process.
7. Employees shall not be penalized for delays in completing their development due to any time spent on special or temporary assignments.

(b) For the purpose of best accomplishing the mission of USWW, the Employer shall allocate the necessary resources for employee training, with the purpose of improving the employees' skills in working for USWW. The time spent on training shall be considered work time. The Employer shall not unreasonably deny employees access to training.

Areas of training during the life of this Agreement shall include, but not be limited to, the following subject areas: Worker Organizing; Legal and Corporate Campaigns; Computer Skills; Time Management and Planning; Contract Campaigns; Collective Bargaining; Grievances and Arbitrations; Writing Skills; and work-related Second Language.

Sources for such training shall include but not be limited to: AFL-CIO, SEIU, the Local Union and other Local Unions, Community and City Colleges, Adult Schools, Private Vendors.

Tuition for the training shall be pre-paid by the Employer upon approval of the supervisor of the employee who is requesting the training, and such approval shall not be unreasonably withheld. Training requests or applications must be submitted at least thirty (30) days before the commencement of the training program being requested. Training requests or applications submitted at least ten (10) days prior the commencement of the training may be approved provided there is no additional cost due to late notice. The Employer shall continue to allocate and utilize an annual budget for training of at least ten thousand dollars (\$10,000.00).

(c) Training on Core Job Duties

A training subcommittee shall be established to be made up of Employer and PNWSU-BSSU representatives. This committee shall begin meeting by no later than July 1, 2024 and will discuss all areas of mutual concern regarding training and skills development, including but not limited to establishing core curriculum tied to core job expectations, essential to the core responsibilities of organizing staff at all Grade levels, with the intent of establishing regular training schedules to begin in 2025. This committee may monitor and make recommendations regarding staff training.

SECTION 18. GRIEVANCE PROCEDURE AND ARBITRATION.

(a) Initiating the Grievance

Any difference between the Employer and the Union involving the meaning or application of the provisions of this Agreement shall constitute a grievance and shall be resolved as specified in this section. A grievance need not be considered unless the aggrieved party serves upon the other party a written statement setting forth the facts constituting the alleged grievance within fifteen (15) calendar days of its occurrence or the discovery thereof by the aggrieved party. It is the intent of the parties that reasonable diligence be used in the discovery and reporting of alleged grievances so that they may be adjusted or dismissed without undue delay.

(b) Step One: Informal Conference

The Employer and the Union agree to use their best endeavors by informal conferences between their respective representatives to settle any grievance within ten (10) working days after service of the aggrieved party's written statement. The grievant shall have the right to be present during any informal conferences held between the Employer and Union in attempt to resolve such said grievance. If the grievance is not resolved during the informal conferences, the moving party shall have (10) working days from the date of the most recent informal conference to notify the other party in writing of its intent to move the grievance to Step Two of the grievance procedure.

If the Employer does not respond to a grievance filed by the Union within five (5) working days, the Union may opt to move the grievance to Step Two of the grievance procedure.

In addition, the Employer reserves the right to unilaterally move a grievance to the formal Grievance Meeting step if there is no resolution or change in either party's stated position within ten (10) working days of the parties' most recent informal conference at this step.

(c) Step Two: Formal Grievance Meeting

If the grievance has moved to Step Two of the grievance process, the parties shall have a Formal Grievance Meeting. The grievant shall have the right to be present during the Formal Grievance Meeting held between the Employer and Union. A Formal Grievance Meeting must be held by the Employer and the Union to resolve the grievance within fifteen (15) calendar days after notification to move the grievance to Step Two of the grievance process.

(d) Step Three: Mediation

If the grievance is not resolved at Step Two of the grievance process, either party, may, within thirty (30) calendar days of the Formal Grievance Meeting, request mediation in writing through the Federal Mediation & Conciliation Service (FMCS). If the grievance is resolved to the satisfaction of both parties pursuant to the grievance mediation rules of the FMCS, that resolution shall be final and binding on all Parties, and any pending arbitration hearing will be cancelled. If no resolution is reached through mediation (or if neither party requests mediation), then the grieving party may proceed to arbitration without prejudice to either party.

(e) Step Four: Arbitration

If the grievance is not resolved at Step Two of the grievance process (or at Step Three if mediation has been timely requested), the grievance may be submitted to Arbitration for resolution. The Request for Arbitration must be submitted in writing by the moving Party within fifteen (15) calendar days from the date of either the Formal Grievance Meeting or mediation was held, whichever occurs later.

The matter shall be referred to a mutually agreeable arbitrator from the California State Mediation Service, or any other mutually agreeable arbitrator. The party moving the case to arbitration, or its representative, must contact the representative of the other party for the purpose of selecting an arbitrator within sixty (60) calendar days of the written request for arbitration, or arbitration is waived.

The decision of the arbitrator shall be final and binding on both parties hereto. The arbitrator shall have no power to amend or modify the terms of this Agreement. In the event of a willful failure by either party to appear before the Arbitrator, they are hereby authorized to render their decision upon the evidence produced by the party appearing. Each party shall bear all costs of presenting its case to the Arbitrator. The Arbitrator's fee, if any, and all incidental expense of the arbitration shall be borne equally by the parties hereto.

(f) Time Limits

The time limits specified in this Section 18 may be extended at any point in the grievance procedure only by mutual, written agreement between the parties due either to scheduling difficulties or to mutual agreement to additional informal discussions if the parties are making progress towards resolution of the grievance.

SECTION 19. DISCHARGE AND DISCIPLINE.

(a) Just Cause for Discipline

The Employer shall have the right to discipline any employee, including discharge, for just cause.

(b) Right to Presence of Union Steward

Employees shall have the right to have a Union Steward present during any meeting with management, which may result in discharge or discipline. Management has the obligation to notify the employee in advance if the meeting could result in discharge or discipline. If upon request by an employee the Employer refuses to allow a Union Steward to be present during a disciplinary meeting, any discipline or discharge applied as a result of the meeting shall not be valid.

(c) Discipline Steps

Discipline shall consist of the following steps:

- (1) Verbal counseling
- (2) Verbal warning
- (3) Written warning
- (4) Suspension
- (5) Discharge

All steps of discipline, including Verbal Counseling and Verbal Warnings, shall be documented in writing and placed in the employee's personnel file.

The severity of the discipline applied shall be in accordance with the nature of the offense.

"One-on-one" meetings shall not be used to discipline any employee; the Employer must schedule separate meetings for discipline purposes.

Discipline shall be issued to employees in a timely fashion, in no case to exceed five (5) working days from the incident which warranted the discipline or from the date on which the Employer became aware of the incident (after any time necessary to complete an investigation), whichever is later. The Employer shall, in good faith, attempt to conclude an appropriate investigation within ten (10) working days and notify BSSU (both Union PNWSU-BSSU Chapter President and the respective regional Chapter Vice President) in writing if, why, and how much additional time is necessary. The preceding provision does not apply to cases where an ongoing pattern of behavior, as opposed to as a specific incident of misconduct, warrants discipline.

Bargaining-unit employees whose duties include coordinating the work of other bargaining-unit employees may, at management's discretion, be asked to participate in the first disciplinary step (verbal counseling). The Employer agrees said employee may refuse to participate in the first step disciplinary meeting of an employee whose work they coordinate, and such refusal will not be subject to discipline.

All disciplinary notices shall be invalid for the purpose of progressive discipline after twelve (12) months. Such disciplinary notices shall be removed from the employee's personnel file and shall not be used against the employee in any grievance or arbitration proceedings.

(d) Discharge and Voluntary Resignation

Employees shall be given the opportunity to voluntarily resign before discharge is applied. The Employer shall not abuse this practice. This opportunity shall be extended to employees who are discharged while on probation.

In cases where an employee elects to voluntarily resign, any separation agreement presented to the employee by the Employer shall consist only of language which has previously been negotiated and approved by both the Union and the Employer. The employee will be given three (3) working days to read and understand the agreement before signing it.

(e) Severance Pay

In the event of layoff, an employee with one (1) or more years of service shall receive two (2) weeks' notice or two (2) weeks' pay, plus one (1) week pay for each year of service to a maximum of four (4) weeks, prorated. If the employee is called back in the time frame in which the severance is paid, said employee will reimburse the Union.

SECTION 20. PERSONNEL FILES.

Upon request to management, an employee shall be permitted to see their own personnel file. Union Stewards shall be permitted access to such personnel files as necessary for the investigation of grievances.

SECTION 21. PICKET LINE OBSERVANCE.

It shall not be a violation of this Agreement nor a cause for discharge or discipline for any employee covered by this Agreement, to refuse to go through or work behind any picket lines established because of a primary strike sanctioned by the Central Labor Council in any county where the Employer has jurisdiction.

SECTION 22. JOINT LABOR-MANAGEMENT COMMITTEE.

A joint Labor-Management Committee shall be established for the purpose of reviewing on an ongoing basis the application of this Agreement and other topics. The Committee shall be composed of representatives of the Employer and representatives of the Union. The Committee will meet at least quarterly; to the extent feasible each party shall transmit to the other, ten (10) days in advance of a scheduled meeting, a list of agenda items it wishes to have considered at that meeting.

The Labor-Management Committee shall discuss all areas of mutual concern including, but not limited to, the following topics: Workload, coverage plans, political campaign seasons & assignments, contract campaigns, short-term and long-term goals of the Local Union, external organizing, allocation of Local Union resources, training and leadership development, health and safety issues, Affirmative Action, and development of staff hired from the rank-and-file of the Local Union.

Beginning no later than January 15, 2025, the Joint Labor Management Committee will convene a sub-committee to meet at least quarterly to engage in a comprehensive discussion, including concepts for pilot programs, intended to prepare both parties to address the subject of elective remote work in negotiations for the successor to this Agreement.

The Joint Labor Management Committee concerning USWW's Sick Leave and COVID-19 Safety Protocol policies will continue to meet and to be informed by changes in public health policy,

ongoing assessment of infectious disease control and related, operational considerations at USWW's offices.

SECTION 23. LEAVE OF ABSENCE.

(a) Paid Leave

In the case of SEIU assignment, or otherwise at the discretion of the Employer, paid leave may be granted. Health and Welfare benefits shall be paid when any employee is on paid leave. Seniority and benefits shall accrue while an employee is on paid leave.

(b) Unpaid Leave

- 1) An employee wishing to take an Unpaid Leave shall make such request in writing to their supervisor and the Human Resources Director with no less than one (1) months' notice, except in case of legitimate and verifiable emergency.
- 2) The Employer shall make every effort to accommodate employee requests for Unpaid Leave, provided it is operationally feasible. Denials shall be issued in writing, including the reason for denial and plans to accommodate the employee's request as soon as operationally feasible.
- 3) Unpaid Leaves of up to six (6) months may be granted to those employees having served at least two (2) years with the Local Union.
- 4) Unpaid Leave of up to six (6) months shall be granted to those employees having served at least four (4) years with the Local Union.
- 5) Unpaid Leave from six (6) months to one year may be granted at the discretion of the Employer. An Unpaid Leave may be extended at the discretion of the Employer provided it is operationally feasible, except in case of legitimate and verifiable emergency.
- 6) An employee on Unpaid Leave may pay their own insurance premiums. An employee on authorized leave shall have return rights to their classification. Paid-time-off benefits will not accrue during this Unpaid Leave.
- 7) Unpaid Leave offered under this section shall run concurrently with leave required under federal, state, or local laws governing employer-provided leave, such as FMLA and CFRA.

(c) Parental Leave

Parental (maternity and paternity) leaves of absence shall be granted after one (1) year of service. The employee seeking parental leave shall make a written request to the Employer no later than thirty (30) days prior to the requested date of leave and in no case less than one (1) month prior to the expected date of delivery, adoptive custody, or foster placement with the employee when foreseeable. Such request shall include a statement from a physician showing the expected date of delivery or from the relevant authority showing the expected date of grant of adoptive custody or foster placement with the employee.

The expectant mother shall be permitted to work as long as is they are physically able. Health, dental and vision care premiums shall be paid while the employee is on parental leave up to nine (9) months. The auto/meal allowance shall not be paid on such a leave.

This clause shall apply to adoption and court-ordered foster care. In instances where the court orders foster care begin with less than one (1) month notice, the employee must submit their written request for Parental Leave immediately upon receipt of notice of foster care placement.

Parental Leave under this section shall run concurrently with leave required under federal, state, or local laws governing employer-provided leave, such as FMLA and CFRA. Employees will not have to exhaust FMLA or CFRA in order to be granted parental leave.

(d) Part-Time work option

An employee returning from parental leave shall have the option of returning to part-time work with the agreement of the Employer. The work schedule assigned shall be by mutual consent.

(e) Extended Parental Leave

Parental leave may be extended after the birth of the child by mutual consent between the parties.

(f) Family and Medical Leave Act

Bargaining-unit employees shall be covered by all provisions of the (federal) Family and Medical Leave Act, or the equivalent provisions of California state law, whichever provision covering a specific topic is stronger. All request for FMLA and CFRA must be sent to the Human Resources Department.

(g) Paid Family Leave Act

Bargaining Unit employees shall be covered by all provisions of the California Paid Family Leave Act, or the equivalent provisions of Federal Law, whichever provision covering a specific topic is stronger.

SECTION 24. LEGAL OBLIGATION LEAVE.

When an employee is called for jury duty or as a witness by court subpoena, the employee shall be given full pay up to fifteen (15) days. The Employer may request proof of jury duty or other legal obligation.

SECTION 25. BEREAVEMENT LEAVE. ¹

In the event of the death of a member of the employee's immediate family or designated partner, bereavement leave, without loss of pay, shall be granted up to five (5) days. In addition, necessary time off without pay for travel purposes, as measured by the fastest practical mode of transportation, shall be granted upon request of the employee. The days of bereavement leave do not need to be consecutive but must be taken within six (6) months of the date of death of the family member. The Employer will not unreasonably deny requests to use this

¹ See [CA Government Code Section 12945.7](#)

benefit to attend a service or memorial scheduled more than six (6) months from the date of death. The Employer reserves the right to require proof of death.

Immediate family shall be defined as the following relatives of the employee or of their Spouse or Domestic Partner: Spouse/Domestic Partner, Parent (including biological, adoptive, foster parent, step parent, legal guardian, person who stood in loco parentis when the employee was a minor child), Child (including biological, adoptive, foster child, step child, legal ward, child to whom the employee stands in loco parentis), Sibling, Grandparent, Grandchild, Uncle, Aunt and any other Relative living in the same household.

In case of a reproductive loss event, employees shall also be granted up to five (5) days of unpaid reproductive loss leave. Reproductive loss event means the day or, for a multiple-day event, the final day that the employee, their spouse or their registered domestic partner experiences their own failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If an employee, their spouse or their registered domestic partner experiences more than one reproductive loss event within a 12-month period, the Employer shall grant up to twenty (20) days of reproductive loss leave within that 12-month period. Like bereavement leave, the days of reproductive loss leave do not need to be consecutive but must be taken within six (6) months of either the reproductive loss event or the end of any other applicable pregnancy or family care and medical leave. The Employer will not unreasonably deny requests to use this benefit to attend a service or memorial scheduled more than six (6) months from the date of the reproductive loss. Reproductive loss leave shall be unpaid, but the employee may use bereavement leave, accrued vacation, personal leave, accrued and available sick leave, or compensatory time off for the leave.²

If an employee wishes to declare a designated partner, it may be done in a confidential manner by submitting the name of the designated partner in a sealed envelope to be opened only at the employee's direction. The designation of the partner may be changed at the employee's option, but only those requests designating a partner in advance of the need will be granted by USWW.

SECTION 26. AUTOMOBILE EXPENSES.

(a) Auto Allowance

Effective 2/1/24, all employees covered who must use an automobile in their work under this agreement shall receive a weekly auto allowance of one hundred and forty-five dollars (\$145).

(b) Advance for Auto Purchase

At the discretion of the Employer, employees who so request may receive an advance payment up to \$1,999.00 for the purpose of making a down payment on a car. Such advances shall be returned in equal monthly reductions of the auto allowance over a period not to exceed eighteen (18) months. Advance payments may be used to cover necessary repairs and shall not be unreasonably denied.

²² See [CA Government Code Section 12945.6](#) (SB 848, Rubio 2023-24. Leave for reproductive loss)

(c) Mileage Payments

All employees who must use an automobile in their work shall receive mileage payments as specified below for work-related travel only.

<u>Effective Date</u>	<u>Mileage Payment</u>
February 1, 2024	\$0.45 per mile

SECTION 27. MEAL, TRAVEL, BUSINESS AND CHILDCARE EXPENSES.

(a) Travel Allowance

When an employee is assigned to duty which requires one (1) or more nights spent away from their home, all costs incurred for travel, lodging and meals shall be paid by the Employer. Sixty-five dollars (\$65) per day per diem shall be paid to the employee. In instances where an employee is assigned away from their home for a period greater than five (5) consecutive days, beginning on the sixth (6th) day, said employee will be provided with accommodation of their own hotel room. When members and staff participate jointly in campaigns or where there are non-traditional sleeping accommodations, this provision regarding separate hotel rooms shall not apply to staff.

Per diem shall not be payable for days when employees attend events away from home at which all meals (i.e. three meals per day) and lodging are provided, for example retreats and conferences.

(b) Meal Reimbursement

When it becomes necessary to take other people to meals for business purposes, the expense shall be reimbursed to the employee, with approval of the Employer. Staff persons are not entitled to reimbursement for personal meals if they are also being paid per diem for the same date(s).

(c) Telephones

Effective May 1, 2017, mobile telephones shall be provided to all salaried employees, and to hourly employees when necessary for them to perform their duties as determined by the Employer, and the Employer reimbursement to employees for work use of their personal mobile phones shall be discontinued. Employees are expected to provide only the phone numbers of their mobile telephones issued by Employer to Local Union Stewards and other appropriate contact persons.

Employees must pay any additional costs incurred due to their personal use of mobile telephones issued by the Employer when on vacation or other time off (for example, international calls).

Upon receiving the mobile telephone from the Employer, the employee must sign documentation stating that the employee knows that the telephone is the property of the Employer, and that the Employer has the right to require the employee to return the telephone. In the event that the Employer requires that the employee return the

telephone to the Employer, the employee shall be allowed to transfer any personal information saved on the Employer-provided telephone to a personal telephone or device.

(d) Business Expenses

All business expenses incurred by the employee which are not covered in this Agreement including, but not limited to, meeting expenses, business calls charged to the employee, mailgrams, telegrams, and postage shall be submitted for reimbursement under the procedures established by the Employer.

Expenses submitted properly by 11:59 pm of the Thursday before any payday will be reimbursed in the same pay period in which the reimbursement forms are submitted and no later than the subsequent pay period.

(e) Demonstration Expenses

All business expenses incurred by the employee in connection with such Local Union activities as demonstrations, picket lines, and rallies shall be paid by the Employer. The Local Union shall maintain an adequate petty cash account in each office.

(f) Childcare Fund

The Employer shall contribute the following amounts into the USWW-PNWSU-BSSU Childcare Fund:

Effective Feb. 1, 2014 Two Thousand Five Hundred Dollars (\$2,500) per month

The funds collected are to be used for the reimbursement of childcare expenses incurred by employees covered by this Agreement while performing their job duties.

To qualify for childcare reimbursement, each employee must:

1. Have been employed at least six (6) months with the Employer; and
2. Provide the Employer with a copy of their receipts for childcare expenses for the previous month along with their monthly Expense Report; and
3. Provide the Employer with a list of dependent children living in the immediate household up to and including the age of fourteen (14) years old.

The funds of the USWW-PNWSU-BSSU Childcare Fund shall be distributed on a pro-rated basis. Failure to provide the required receipts by the monthly deadline shall disqualify the employee from receiving reimbursement for said month. Childcare expenses shall not be rolled over. If no disbursements from the Childcare Fund are made, the funds shall accumulate until a maximum of fourteen thousand dollars (\$14,000) is reached.

In cases of demonstrated need, the Childcare Fund may be used for reimbursement of the cost of care of elderly relatives, or for special-needs relatives, in the immediate family of the employee.

SECTION 28. HOLIDAYS

(a) The following days shall be observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
César E. Chávez Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Personal Day 1 (Employee's Birthday)	Personal Day 2 (Employment Anniversary Date)
Juneteenth	

(b) All notices to use Personal Days 1 or 2 must be submitted electronically using the Employer's time keeping platform. If the employee wishes to take the relevant Personal Day on a date other than their birthday or Employment Anniversary date, the notice must be submitted no less than five (5) business days prior to the proposed alternative date. Such notice³ will be confirmed or denied in writing on the Employer's time keeping platform. Personal Days 1 and 2 are annual holidays which do not roll over to the next calendar year and can not be cashed out.

(c) Any holiday falling on a Sunday shall be observed on the following Monday. If a holiday falls on a Saturday the preceding Friday shall be designated as the observed holiday.

(d) Holidays shall normally be observed by all employees. Employees may work on a holiday by mutual consent with the Employer. Prior to working on a holiday, employees must secure pre-approval by completing and submitting to their supervisor the appropriate Pre-Approval Request Form as provided by the Employer before working on the holiday. In order to use this alternate day, the employee must submit the signed Pre-Approval Request Form together with their request to use a holiday worked. If an employee is required to work on any holiday, they shall receive an alternate day off. Employees required to work at special Labor Day events such as picnics shall not be required to work for more than four (4) hours total during such events.

(e) An employee who is on paid bereavement leave on a paid holiday shall have the day paid as bereavement leave and shall be entitled to another day off with pay as outlined above. If a paid holiday(s) occurs while an employee is on the following forms of authorized paid leave (vacation, sick, Compensation Day), the Employer shall pay the employee holiday pay for that date instead of using any of the employee's other paid accruals.

³ Noted discussion across table that alternate dates for Personal Days may still be denied if they present a significant operational conflict

SECTION 29. SICK LEAVE

- (a) Sick leave is the authorized absence of an employee because of illness or injury. All employees covered by this agreement shall earn sick leave at the rate of one and one-quarter (1-1/4) day per month. Unused sick leave shall accrue to the account of any employee to a limit of sixty-five (65) days for the purpose of use as sick leave.
- (b) Sick leave may be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Family member shall be defined as the following relatives of the employee or of their Spouse or Domestic Partner: Spouse/Domestic Partner, Parent (including biological, adoptive, foster parent, step parent, legal guardian, person who stood in loco parentis when the employee was a minor child), Child (including biological, adoptive, foster child, step child, legal ward, child to whom the employee stands in loco parentis), Sibling, Grandparent, Grandchild, Uncle, Aunt and any other Relative living in the same household. Sick leave may also be used by employees who are victims of domestic violence, sexual assault, or stalking for the purposes specified under Labor Code sections 230(c) and 230.1(a).
- (c) **Communication & Reporting of Sick Leave**
Employees must make all requests for Sick Leave, including partial days, using the Employer's time-keeping system. Such notification must be sent at least one (1) hour prior to an hourly employee's scheduled start time and no later than 9am for salaried employees.
- (d) Sick leave shall be integrated with the employee's state disability insurance. The Employer will pay an amount which, added to the state disability benefits, will equal the employee's regular wages. Only that amount of sick leave paid by the Employer shall be charged against the employee's accrued sick leave.
- (e) At the employee's option, at retirement or long-term medical leave, they may convert accrued but unused sick leave at the rate of one (1) month of health, dental and vision care premiums for each two (2) days of sick leave, up to a maximum of six (6) months.
- (f) In the months of January, April, July and October in each year of this agreement, employees can submit a form with their intent of transferring sick days from their sick leave accruals. For employees that have submitted a form, upon their anniversary date, sick leave accrued during the previous calendar year in excess of ten (10) days will be transferred to the reserve account as specified on the employee's form.

If no form is submitted the employees sick time will accumulate subject to the limitations specified above.

(g) **Sick Leave Reserve Account**

The Employer shall maintain a Sick Leave Reserve Account consisting of sick leave donated by employees as specified above in Section 29(d). Donated sick days will be translated to cash value. Any employee covered by this Agreement may draw upon this

Reserve Account in the event that their normal sick leave is exhausted due to long-term Medical Leave, subject to such limitations as may be established by the Union and its members.

- (h) The Employer shall comply with all applicable provisions of the California Healthy Workplaces Healthy Families Act of 2014, as amended by [SB616-Gonzalez 2023-2024](#), provided any such provision does not reduce the benefit levels of this Section 29.

SECTION 30. VACATIONS.

- (a) All employees who have been employed by the Employer for a period for one (1) year shall be granted at least two (2) weeks' vacation with full pay annually. All employees who have been employed by the Employer for four (4) or more years shall be granted three (3) weeks' vacation pay annually. All employees who have been employed by the Employer for a period for ten (10) years shall be granted four (4) weeks' vacation pay annually.
- (b) Unpaid time off from work for any reason not exceeding ninety (90) workdays during any one year shall not interrupt the continuity of employment, so as to deprive any employee of their vacation rights. In case of industrial accident for which the employee is receiving Worker's Compensation benefits, absences not exceeding sixty (60) workdays during any one year shall not interrupt the continuity of employment.
- (c) Any employee receiving vacation privileges better than those mentioned in this Agreement shall not have them reduced.
- (d) Vacation payments shall be made during the week immediately prior to the employee's vacation period upon request by the employee.
- (e) Unused vacation benefits earned on or after February 1, 2011 shall accumulate to a maximum of two (2) years' accumulation. Any vacation accrued by any employee prior to February 1, 2011 shall not be lost, nor shall it be counted towards the employee's maximum accumulation. Any employee whose employment terminates for any reason shall receive payment for all accrued, unused vacation at their current rate of pay.

Between January 1 and January 31 in each year of this Agreement, employees who are at the maximum vacation accumulation as of January 1 of that year may request a partial cash out of their accrued vacation time. For each employee who so requests, the Employer shall pay to the employee, at their current rate of pay, an amount equivalent to up to one (1) week's pay.

- (f) Employees' supervisors shall work with them at the beginning of each year to establish their vacation schedules for the calendar year. The Employer shall make every effort to accommodate employee vacation requests given with one (1) month's advance notice, provided it is operationally feasible. Requests with less than one (1) month's advance notice shall be granted on a first-come first-served basis provided they are operationally feasible. Vacation requests must be submitted electronically, using the Employer's time

keeping platform. Such vacation requests will be confirmed or denied in writing on the Employer's time keeping platform within ten (10) business days from the date they are submitted. All denied requests must include reasoning and plans to accommodate the employee's request as soon as operationally feasible. Where a vacation request is neither approved nor denied within ten (10) business days, the request shall be considered to be approved.

- (g) The Employer and the Union have a mutual interest in ensuring and encouraging that earned vacation time is taken every year by employees.
- (h) Upon written request from the employee, the Employer shall integrate Vacation Time with the employee's State Disability insurance, Workers Compensation insurance or CA Paid Family Leave benefit. The Employer will pay an amount which, added to the above benefits, will equal the employee's regular wages. The Employer shall charge against the employee's accrued Vacation Time only that amount of integrated Vacation Time paid by the Employer.
- (i) Deferred vacation benefit
The Employer and the Union recognize the importance of vacation time as a way of balancing personal life with an intensive work schedule.

In the event that employees are required to modify or cancel previously approved vacation time due to unforeseen assignments or campaign requirements, the Employer and the employee will mutually reschedule the remaining balance of approved vacation time to be taken as soon as operationally feasible after the date it was originally scheduled, at the request of the employee and said vacation time cannot be denied. Additionally, extra vacation days will be granted at the rate of five (5) working days, or 50% of the total time originally requested, whichever is less. These extra days shall be taken in conjunction with the deferred vacation time and are not intended to increase employee's unused vacation accruals. Furthermore, the Union recognizes that the provisions of Section 16 of this Agreement, regarding coverage of the work of absent employees, may not apply to these extra vacation days.

The Employer recognizes that deferring approved vacation time represents a hardship to the employee and agrees to do so only in case of legitimate need and no more than once per year. The Employer will reimburse employees for any financial losses associated with rescheduling travel arrangements or accommodations, provided the employee notifies the Employer of these potential losses at the time the vacation is deferred and provides proof at the time of reimbursement.

SECTION 31. PENSIONS.

The Employer shall contribute to the SEIU Affiliates Officers and Employees Pension Plan, in accordance with its guidelines, for each employee covered under this Agreement, beginning with their first day of employment. This section shall not apply to temporary employees.

SECTION 32. HEALTH AND WELFARE.

- (a) This Section covers employees of the Employer who are covered by this Agreement. It expresses the understanding of the Employer and the Union concerning Employer contributions to the Health and Welfare Plan on behalf of such employees and their dependents.
- (b) Trust Fund. All Employer contributions referred to in this Article shall be paid into the General Employees Trust Fund, at the address designated by the Trustees. It is understood that all questions concerning eligibility of employees for coverage, including the commencement and termination of coverage, shall be determined by the Trustees of said Trust Fund.

The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust (as amended) of the General Employees Trust Fund, and any plan documents or summary plan description thereof, as each of these may from time to time be amended by the Board of Trustees, and hereby acknowledges prior receipt of a copy thereof.

The Employer shall comply with all the provisions of the General Employees Trust Fund and shall maintain, furnish and make available for audit such data and records as the Trustees may require, as provided in the Agreement and Declaration of Trust of the General Employees Trust Fund.

An Employer which requests that an audit take place out of the jurisdictional area of this Agreement shall reimburse the Trust Fund for all additional costs incurred by the Fund Auditors to include travel and out of pocket expenses.

- (c) Between the first (1st) and the twentieth (20th) day of each calendar month, the Employer shall submit to the Trust Fund, a list of eligible Full-Time Permanent employees, and of eligible Temporary and Part-Time employees as defined below. The Employer shall make the initial Health and Welfare premium payment for each Full-Time Permanent employee during their second (2nd) calendar month of employment. Commencement of actual coverage shall be based on the policies of the Trust Fund. Part-Time Permanent, Full-Time Temporary and Part-Time Temporary employees shall qualify for Health and Welfare benefits as specified below in Section 33(c).

All straight time worked hours (excluding overtime), and all paid, unworked hours such as holiday, sick leave, vacation, bereavement, or PTO shall be considered to be hours worked for the purpose of computing qualifying hours. Continuing eligibility for coverage shall be based upon eighty (80) paid or worked hours per month.

- (d) The following Health and Welfare benefits shall apply to all eligible employees under this Agreement.

The Employer shall contribute, effective for February 2024 hours, on behalf of each qualifying employee the required amounts per month to the General Employees Trust Fund to provide the following benefits under GETF Plan C9(I):

GENERAL EMPLOYEES TRUST FUND PLAN C9(I)

Medical – choice of one:

Southern California: Kaiser Plan A1 with Prescription Drug Benefit

Northern California: Kaiser Plan S with Prescription Drug Benefit

Indemnity Plan MP113: no annual maximum

Dental – choice of one:

Delta Dental Plan MP124: \$5,000 annual maximum;

UHC Dental Plan

Orthodontic

Delta Orthodontic Plan MP076: \$2,500 lifetime maximum

Prescription Solutions Plan "A": \$2 per prescription

Vision Service Plan

Life and Accidental Death & Dismemberment Insurance: \$20,000 benefit

The premium price of Plan C9(I) as of the Effective Date of this Agreement is \$1,727.29 per month.

Effective March 2024 work hours for contributions due in April 2024 and May 2024 coverage, the following enhancement will take effect for Plan C9(I);

Life and Accidental Death & Dismemberment Insurance coverage levels will increase to:

- \$50,000 for the employee only, and
- \$10,000 for the employee's eligible dependents

The premium price of Plan C9(I) as of the May 2024 contribution for April 2024 work hours will be \$1,813.37 per month.

- (e) Until an employee has affirmatively enrolled in the Kaiser Benefit plan, they shall be covered under the default medical plan (Indemnity – Blue Cross) as specified by the Trust Fund rules.
- (f) Maintenance of Benefits. It is agreed that the employee benefits established hereunder shall be maintained for the life of this Agreement, including pre-impasse periods after the expiration of this Agreement. If the amount of contributions required by the Board of Trustees is modified during the term of this Agreement, including pre-impasse periods, then the Employer agrees to pay such modified amount of contributions as may be required in order to maintain the employees' benefits specific in this Article.

- (g) The Employer agrees to comply with its obligations to make Health and Welfare payments pursuant to the Federal or California Medical Family Leave Act (FMLA) or the California Family Rights Act (CFRA).
- (h) If any employee is eligible for benefits during any calendar month as described in Section 32(c), but the Employer does not pay into the General Employees Trust Fund in order to provide benefits for such employee during this calendar month, the Employer shall be personally liable and fully responsible for all claims incurred by said employee during any resulting period of ineligibility. The personal liability however does not in any way relieve the Employer of its responsibility to make payments under this Article.

SECTION 33. SALARY SCHEDULE AND CLASSIFICATIONS

The tables below represent minimum salary and wage schedules for the appropriate bargaining-unit classifications. Any pay rate not represented in the charts below shall be increased according to the corresponding annual percentage increases in the following charts:

(a) Salaried Employees

The minimum salary rates by classification and seniority step shall be as follows:

SALARIED CLASSIFICATIONS		2/1/24		2/1/25	
GRADE	Step	Progression ⁴	Salary	Progression	Salary
1	1	5.10%	\$72,916.24	5.20%	\$76,707.88
	2	3.45%	\$75,431.85	3.45%	\$79,354.30
	3	3.45%	\$78,034.24	3.45%	\$82,092.02
2	1	4.00%	\$81,155.61	4.00%	\$85,375.71
	2	3.45%	\$83,955.48	3.45%	\$88,321.16
	3	3.45%	\$86,851.95	3.45%	\$91,368.25
3 (SENIOR)	1	4.00%	\$90,326.02	4.00%	\$95,022.97
	2	3.45%	\$93,442.27	3.45%	\$98,301.26
	3	3.45%	\$96,666.03	3.45%	\$101,692.66

Grade 1 Classifications include: Internal Organizer 1, Service Center Representative 1, External Organizer 1, Research 1, Community/Political Organizer 1, Database Entry Administrator 1.

Grade 2 Classifications include: Internal Organizer 2, Service Center Representative 2, External Organizer 2, Research 2, Community/Political Organizer 2, Database Specialist 2, Communicator.

⁴ Percentage increase in Grade 1, Step 1 is relative to previous calendar year's Grade 1, Step 1 rate. All subsequent Grade and Step increases are relative to the previous step.

Senior Classifications include: Senior Internal Organizer, Senior Service Center Representative, Senior Researcher, Senior Community/Political Organizer, Senior Communicator, Service Center/Administrative Assistant.

Newly hired employees in salaried positions shall be paid at Step 1. An employee shall advance to Step 2 after twelve (12) months at Step 1, and upon approval of the President or designated supervisor. All employees shall advance to the next step in their classification after twelve (12) months at the previous step and upon approval of the President or designated supervisor.

An employee at the top step of a Grade 1 position shall be promoted to the corresponding Grade 2 Step 1 position after twelve (12) months and upon successful evaluation as qualified for the Grade 2 portion. An employee at a Grade 2 Step 3 position shall be promoted to the corresponding Senior Step 1 position after twelve (12) months and upon successful evaluation as qualified for the Senior position.

Failure on the part of the President or designated supervisor to approve salary step increases shall be based on inadequate performance and shall be subject to the grievance procedure. Failure on the part of the Employer to evaluate an employee on a timely basis shall entitle said employee to retroactively receive their Step increase, in the event that they are successfully evaluated. If the Employer or its designated representative does not evaluate an employee within three (3) months of the date when the employee's next salary step increase is due to take effect, the step increase shall be implemented automatically retroactive from such date. In the event of major campaign activity or other operational needs, the Union and the Employer may extend this period once, for up to thirty (30) days, by mutual consent. Such requests must be made no later than fourteen (14) calendar days prior to the end of the three-month period.

The appropriate Director or Coordinator will automatically assess if a staff member is in the correct classification at the time their probationary period ends and at each annual evaluation thereafter. The staff member will be promoted if the assessment of the Director or Coordinator so warrants.

(b) Hourly Employees

The minimum hourly wage rates by classification and seniority step shall be as follows:

HOURLY CLERICAL CLASSIFICATIONS		2/1/24		2/1/25	
GRADE	Step	Progression ⁵	Hourly Wage	Progression	Hourly Wage
1 Mailroom/Custodial, General Office Worker	1	5.10%	\$26.68	5.20%	\$28.07
	2	4.35%	\$27.85	4.35%	\$29.29
	3	4.35%	\$29.06	4.35%	\$30.57
	4	4.35%	\$30.32	4.35%	\$31.90
	5	4.35%	\$31.64	4.35%	\$33.29
2 Secretary/Receptionist, Service Center Assistant	1	5.10%	\$34.58	5.20%	\$36.38
	2	3.45%	\$35.77	3.45%	\$37.63
	3	3.45%	\$37.00	3.45%	\$38.93
	4	3.45%	\$38.28	3.45%	\$40.27
3 Accounting Member Clerk	1	5.10%	\$31.70	5.20%	\$33.35
	2	6.60%	\$33.79	6.60%	\$35.55
	3	6.60%	\$36.02	6.60%	\$37.89
	4	6.60%	\$38.40	6.60%	\$40.39
Lead Accounting Member Clerk ⁶			\$41.62	n/a	\$43.78

Hourly employees shall advance to the next step in their classification upon completing twelve (12) months at each step. There is no automatic progression between grades.

(c) Temporary and Part-Time Employees

Full-Time Temporary employees shall be paid no less than the weekly salary rates shown below. Part-Time employees (Permanent or Temporary) shall be paid no less than the hourly (and weekly if applicable) wage rates shown below.

Effective Date	Hourly Wage	Annual % Increase
2/1/24	\$24.85	5.10%
2/1/25	\$26.14	5.20%

1. Temporary Employees (Full-Time and Part-Time)

Temporary employees are employees hired for projects such as, but not limited to, organizing or contract campaigns or internal project work, with a duration of six (6) months or less. The six (6) month period may be extended if the Employer offers PNWSU-BSSU its rationale for the extension in writing. Both the Employer and PNWSU-BSSU recognize that the intent of temporary staff is to only work on a temporary basis – thus the six (6) month or less time period should serve as a guide for temporary hires. Should a temporary employee become a permanent

⁵ Percentage increase in Step 1 of each grade is relative to the previous calendar year's Step 1 rate. Subsequent step increases in grade are relative to previous step.

⁶ Lead Accounting Member Clerk's pay is hourly equivalent of Salaried Grade 2.1, based on a work week of 37.5 hours.

employee, doing the same work and under the same classification, their seniority date shall be determined from the date that they began work in the temporary capacity. Temporary employees shall be given consideration for permanent positions.

Temporary positions are not intended to permanently replace or reduce the employment of permanent employees.

Temporary employees do not have access to the grievance procedure for discipline or discharge.

Hours worked by Part-Time Temporary employees shall be documented and reported to the Employer.

2. Part-Time Permanent Employees

Hours worked by Part-Time Permanent employees shall be documented and reported to the Employer.

3. Benefits for Temporary and Part-Time Employees

(i) Health and Welfare

If a Full Time Temporary employee is a member of the Local Union on a Leave of Absence from their employer, and qualifies for medical/dental insurance under the Local Union's contract with that employer, such medical/dental insurance shall be continued for all months when such employee does not qualify for the coverage in Section 32 of this Agreement under the eligibility rules specified below; and the Local Union shall pay the full amount of such coverage. Otherwise a Full Time Temporary employee shall receive the Health and Welfare benefits specified in Section 32 of this Agreement, as determined by the eligibility rules specified below.

Part Time employees (Permanent or Temporary) who work more than thirty (30) hours per week shall receive Health and Welfare benefits as specified in Section 32 of this Agreement and as specified below.

For each Temporary and Part Time employee who qualifies for Health and Welfare benefits under this Agreement, the Employer shall make the initial premium payment during their third (3rd) calendar month of employment. Commencement of actual coverage shall be based on the policies of the appropriate Health and Welfare Trust Fund as specified above.

(ii) Pension

Permanent Part Time employees receive Pension benefits as per Section 31 of this Agreement; Temporary employees (Full Time or Part Time) employees do not receive Pension benefits.

(iii) Holidays and Sick Leave

Temporary Full Time employees receive Holidays and Sick Leave as per Sections 28 and 29 of this Agreement; Part Time employees (Temporary or Permanent) receive Holidays and Sick Leave pro-rated based on the number of hours they work per week, with forty (40) hours per week considered a full time schedule for the purpose of such prorating.

(iv) Automobile Allowance and Mileage

Temporary Full Time employees who must use a car in their work receive Automobile Allowance as per Section 26 of this Agreement; Part Time employees (Temporary or Permanent) who must use a car in their work receive Automobile Allowance pro-rated based on the number of hours they work per week, with forty (40) hours per week considered a full time schedule for the purpose of such prorating. Temporary or Part Time employees who receive Automobile Allowance under this subsection (iv) shall be paid the mileage payment specified in Section 26 of this Agreement; any Temporary or Part Time employee who is not eligible for Automobile Allowance may, at the discretion of the Employer, be reimbursed for mileage on an occasional basis at a rate to be determined by the Employer.

(v) Other Benefits

Temporary Full Time employees receive all other benefits under this Agreement after three (3) months on the job; Part Time employees (Temporary or Permanent) receive all other benefits under this Agreement after three (3) months on the job, based on the number of hours they work per week, with forty (40) hours per week considered a full time schedule for the purpose of such prorating. Other benefits include: Compensation Time, Vacation, Childcare Fund, Jury Duty and Funeral Leave.

(vi) The above is not intended to imply that the actual number of hours worked by a full time employee is limited to forty (40) or sixty (60) hours per week.

4. Lost-Time Employees. Lost-Time employees, defined as employees represented by the Local Union on temporary leaves from their Employers for meetings, campaigns or other activities, are specifically excluded from coverage by this Agreement. The Employer may at its sole discretion provide to Lost-Time employees some of the benefits provided to Temporary Employees.

5. The following applies only to hourly Administrative employees covered under this Agreement.

A. The regular work week for Administrative Support Staff shall consist of five (5) days of seven and one half (7-1/2) paid hours each, exclusive of a thirty (30) minute or one (1) hour unpaid lunch period. The total number of paid hours during the regular workweek shall be thirty-seven and one-half (37 1/2) hours.

- B. An employee requested to work on the sixth (6th) day, Sunday, or holiday shall be guaranteed a minimum of four (4) hours pay.

(d) Multilingual Differential

Effective April 1, 2024, the Employer shall pay a language differential of \$30 per pay period (\$780 a year) to any employee who

- i. Utilizes, at a conversational level fluency, language(s) other than English on a routine and frequent basis for interactions with workers as part of their regular work assignments, or
- ii. the Employer assigns to a temporary project or campaign of no less than 2 weeks duration in which they utilize, at a conversational level of fluency, a language(s) other than English on a daily basis for interactions with workers as part of the temporary assignment. In such cases, the Employer will pay the differential for each pay period of the assignment.

Payment of the language differential must be approved in writing by the Regional Staff Director and HR.

For permanent assignments where this differential is paid as part of the employee's regular salary in every pay period, such payments will reflect accordingly in the Employer's contributions to the SEIU Affiliates Officers and Employees Pension Plan.

(e) Seniority Premium

Effective February 1, 2024, the Employer shall pay a permanent premium of an additional 0.40% of the employee's base salary for every three (3) years of service, measured from the employee's date of hire with the Employer. This differential shall be paid as part of the employee's regular salary in every pay period and reflected accordingly in the Employer's contributions to the SEIU Affiliates Officers and Employees Pension Plan.

SECTION 34. CHECKOFF FOR VOLUNTARY CONTRIBUTIONS.

Upon signed authorization of the employee, the Employer agrees to deduct from the pay of each employee regular monthly contributions to the Building Service Staff Union Political Fund. The contributions shall be deducted on the first pay period of each month and shall be submitted to the Treasurer of Building Service Staff Union by the 20th of the following month.

SECTION 35. TERM OF AGREEMENT.

This Agreement shall become effective as of February 1st, 2024 and shall remain in effect until January 31st, 2026 and shall continue from year-to-year thereafter; provided, however, that each party reserves the right to give notice to the other at least sixty (60) days prior to February 1st, 2026 of its desire to change or terminate said Agreement.

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
UNITED SERVICE WORKERS WEST**

By:  _____

By:  _____
Anton Fariby (Mar 13, 2024 20:39 PDT)

By:  _____
Bonita Bashe-Lockhart (Mar 13, 2024 20:34 PDT)

By:  _____

By:  _____

By:  _____
Jovan Houston (Mar 20, 2024 18:12 PDT)

By:  _____
Maria Trujillo (Mar 15, 2024 16:50 CDT)

By:  _____
.. (Mar 20, 2024 19:39 PDT)

**PACIFIC NORTHWEST STAFF UNION,
BUILDING SERVICE STAFF UNION**

By:  _____
miguellopez@berkeley.edu miguellopez@berkeley.edu (Mar 15, 2024 18:48 PDT)

By:  _____
Casey Coward (Mar 12, 2024 20:35 PDT)

By:  _____
William Falvey (Mar 13, 2024 17:04 PDT)

By:  _____
Fany (Mar 14, 2024 22:11 PDT)

By: _____

By: _____

By: _____

By: _____

LIST OF JOB DESCRIPTIONS

SALARIED STAFF

Internal Organizer I
Service Center Rep I
External Organizer I
Researcher Analyst I
Community/Political Organizer I
Data Entry Administrator I

Internal Organizer II
Service Center Rep II
External Organizer II
Research Analyst II
Community/Political Organizer II
Database Specialist II
Communicator

Senior Internal Organizer
Senior Service Center Rep
Senior External Organizer
Senior Researcher
Senior Community/Political Organizer
Database Specialist III
Senior Communicator

Service Center/Administrative Assistant

Lead/Chief Negotiator Differential

HOURLY STAFF

General Office Worker
Mailroom/Custodial

Secretary/Receptionist
Service Center Assistant

Account Clerk

Evaluations will include a review of the employee's job description, and staff development plans will be designed to develop staff skills in all relevant areas of the job description. Management and staff will share responsibility for following through on staff development objectives.

INTERNAL ORGANIZERS

INTERNAL ORGANIZER I

This is an entry level category. Typical tasks include but are not limited to:

1. Identify and develop leadership;
2. Organize workers and worksite actions;
3. Participate in negotiations and contract campaigns;
4. Perform regular worksite visitations and conduct site meetings;
5. Process grievances up to and including arbitration panel presentation and Board of Adjustments;
6. Effectively resolve worksite disputes and problems of membership;
7. Participate in worker/ steward trainings;
8. Lead mobilization and turn out for actions and meetings;
9. Maintain accurate worksite (building and worker) information;
10. Communicate with company supervisors and managers;
11. Conduct effective house visits and one on one communication;
12. Plan own work and make weekly and monthly plans from larger goals with appropriate training and supervision
13. Conduct worker meetings and committee meetings (i.e. organizing, COPA, leadership, and civil & human rights) with appropriate training and supervision

INTERNAL ORGANIZER II

In addition to performing all the tasks of an Internal Organizer I, an Internal Organizer II performs tasks, as needed or assigned, which include but are not limited to:

1. Plan own work and make weekly and monthly plans from larger goals;
2. Conduct worker and committee meetings, including developing meeting agendas.
3. Develop and organize leadership and leadership structures such as steward councils, campaign committees, field-based action teams, contract action teams;
4. Develop and carry out worker trainings;
5. Provide field and/or table support for contract campaigns;
6. Investigate and present grievances up to and including assisting attorney's preparation for arbitration;
7. Carry out large worker actions;
8. Communicate campaign/ organization message to press;
9. Develop written campaign materials (leaflets etc.).
10. With appropriate training and supervision, and only on a short-term, temporary basis, plan, oversee and support the work of 1-2 internal organizers or a group of member organizers or lost-timers.
11. Develop member leaders to lead meetings of organized groups of workers.

SENIOR INTERNAL ORGANIZER

In addition to performing all the tasks of Internal Organizer I & II, Senior Internal Organizer performs, as needed or assigned, the following duties independently and with minimal supervision

1. Manage multiple projects at one time;
2. Make plans from broader goals and adjust plans to contingencies;
3. Communicate (verbally and in writing) with high level management and/or attorneys of employers/contractors or contractors' clients;
4. Handle sensitive political situations with members, employers, etc.;
5. Write coherent reports and provide analysis.
6. Protect and defend Union jobs from non-Union competition
7. Develop and implement training and/or support for member volunteers and/or lost timer(s)
8. Develop and implement training and/or support for Grade I and II organizers on core skills for their roles
9. Develop and run worker trainings (for example, steward or leader trainings)

Employees working in Grade 3 internal organizer positions as of 2/1/24 shall maintain their Grade and step without any expectation during 2024 to take on any new or greater responsibilities listed in Grade 3 areas 7-9. During 2024, such employees may be encouraged but not required (i.e. as a subject of discipline or as a requirement to pass evaluation) to modify their development plan to build their skills in Grade 3 areas 7-9.

Employees working in Grade 2.3 internal organizer positions as of 2/1/24 who passed their annual evaluation on or after 8/1/23 will promote to Grade 3.1, effective 2/1/24, provided they work with their supervisor to create a development plan intended to provide opportunities to develop skills for Grade 3 duties.

Employees working in Grade 2.3 internal organizer positions as of 2/1/24 who pass their annual evaluation on or after 2/1/24 shall work with their supervisor to create a development plan intended to provide opportunities for them to develop skills for Grade 3 duties.

SERVICE CENTER REPRESENTATIVES

SERVICE CENTER REPRESENTATIVE I

1. Plan own work and make weekly and monthly plans
2. Issue identification, investigation and resolution;
3. File and process grievances up to and including arbitration panel presentation and Board of Adjustments;
4. Interpret and enforce multiple collective bargaining agreements;
5. Manage large caseload: investigation and timely resolution;
6. Negotiate resolution of issues with Employer;
7. Communication, both orally and in writing with employers and management Representatives;
8. Coordinate Referral program (where it exists)
9. Conduct meetings with referral members and committee (where referral program exists);
10. Coordinate internal arbitration panel discussions;
11. Track and assist with scheduling arbitration cases;
12. Oversee the work of the Service Center lost timers (if applicable).
13. Responsible for updating and managing Service Center databases.
14. Responsible for attending walk-ins and doing intake.
15. Do building or site visits as needed for blitz and investigative purposes only.

SERVICE CENTER REPRESENTATIVE II

In addition to performing all tasks of the Service Center Representative, the Service Center Representative II may have duties which include but are not limited to the following:

1. Assist attorneys to present arbitration cases before an arbitrator;
2. Provide table support for contract negotiations;
3. Support and assist with training staff, member volunteers and lost-timers and/or interns in the Service Center;
4. Make plans from broader goals of Service Center work plan and adjust plans to contingencies;
5. With appropriate training and supervision, and only on a short-term, temporary basis, plan, oversee and support the work of 1-2 internal organizers or a group of member organizers or lost-timers.

SENIOR SERVICE CENTER REPRESENTATIVE

In addition to performing all tasks of Service Center Representative I and II, the Senior must perform, as needed or assigned, the following duties independently and with minimal supervision:

1. Liaison with internal organizing department(s);
2. Manage multiple projects i.e., coordinate arbitrations, referral program, bargaining and caseload;
3. Make plans from broader goals and adjust plans to contingencies;
4. Handle sensitive political situations with members, employers, etc.;
5. Write coherent reports and provide analysis;

6. Understand and support overall operations of the Service Center
7. Develop and implement training and/or support for service center member volunteers, lost timers and/or interns
8. Develop and implement training and/or support for Grade I and II service center representatives on core skills for those roles
9. Develop and run worker trainings (for example, workplace rights, contract enforcement or contract interpretation trainings)

Employees working in Grade 3 service center positions as of 2/1/24 shall maintain their Grade and step without any expectation during 2024 to take on any new or greater responsibilities listed in Grade 3 areas 7-9. During 2024, such employees may be encouraged but not required (i.e. as a subject of discipline or as a requirement to pass evaluation) to modify their development plan to build their skills in areas 7-9.

Employees working in Grade 2.3 service center positions as of 2/1/24 who passed their annual evaluation on or after 8/1/23 will promote to Grade 3.1, effective 2/1/24, provided they work with their supervisor to create a development plan intended to provide opportunities to develop skills for Grade 3 duties..

Employees working in Grade 2.3 service center positions as of 2/1/24 who pass their annual evaluation on or after 2/1/24 shall work with their supervisor to create a development plan intended to provide opportunities for them to develop skills for Grade 3 duties.

EXTERNAL ORGANIZERS

Under the direction of the Organizing Director or coordinator, the organizer performs tasks which may include one or more of the following: organize non-union workers, organize community supporters, work with media, research for corporate campaigns, conduct legal investigations and other related duties as assigned.

ORGANIZER I

This is an entry level category. Typical tasks and abilities include but are not limited to:

1. Identify and develop leaders;
2. Conduct house visits;
3. Organize workers, identify issues and organize worksite actions;
4. Participate in negotiations and contract campaigns;
5. Perform regular worksite visits and conduct site meetings;
6. Effectively resolve worksite disputes and problems of non-union workers;
7. Participate in worker trainings;
8. Lead mobilization and turn out for actions and meetings;
9. Execute worker actions/demonstrations;
10. Maintain accurate worksite (building and worker) information, track worker assignments;
11. Communicate with company supervisors, and managers
12. Do an effective delegation at building or turf
13. Plan own work and make weekly and monthly plans from larger goals;
14. Develop a worker meeting agenda and lead worker meetings;
15. Identify which regulatory and legal issues are appropriate for the campaign;
16. Develop rap for workers or community;
17. Assist lawyers and staff in investigating and filing legal and regulatory charges and law suits;
18. Shows good judgment;
19. Corporate research on companies and clients.
20. Occasionally attend community/political functions if necessary as a representative of USWW
21. Assist with community turnout for events (e.g. phone calls, drop off flyers)

ORGANIZER II

In addition to performing all the tasks of an Organizer I, an Organizer II performs tasks, as needed or assigned, which include but are not limited to:

1. Conduct worker and committee meetings, including developing meeting agendas;
2. Develop leadership;
3. Develop and carry out worker trainings;
4. Carry out large worker actions;
5. Develop worker or community meeting agendas;
6. Develop campaign materials, (leaflets, letters etc.);
7. Develop rap for campaign;
8. Communicate effective message to media / community and clients
9. Conduct first contract negotiations (with supervision);

10. Communicate well, orally and in writing.
11. Work effectively with Member Organizing Committee and E-Board members assigned to it
12. Contribute to community and political strategy for campaign in conjunction with community/political organizer or coordinator
13. Occasional outreach to community organizations and politicians to support campaigns
14. Work in conjunction with internal program and staff under coordinator supervision
15. With appropriate training and supervision, and only on a short-term, temporary basis, plan, oversee and support the work of 1-2 external organizers or a group of member organizers or lost-timers.

SENIOR ORGANIZER

In addition to performing all the tasks of Organizer I & II, Senior Organizer must perform, as needed or assigned, the following duties independently and with minimal supervision :

1. Liaison with MCTF (where applicable);
2. Assist Organizing Coordinator/Director to develop targeting/escalation plans;
3. Assist with table and field in first contract negotiations;
4. Manage multiple projects at one time, i.e., client escalations, committee development, strike preparations, organizer and worker trainings, worksite charting & mapping, card check drives, house and/or site visit blitzes, etc.;
5. Understands all campaign components (i.e., card check agreements, ULP charges) and be able to execute them;
6. Make plans from broader goals;
7. Communicate (verbally and in writing) with high level management of contractors/employers or clients;
8. Write coherent reports and provide analysis;
9. Contribute to community and political strategy for campaign with appropriate coordinator, director or political coordinator.
10. Develop and implement training and/or support for external organizing member volunteers, lost timers and/or interns
11. Develop and implement training and/or support for Grade I and II external organizers on core skills for those roles, including basic rules around primary vs secondary employer targets
12. Develop and run worker trainings (for example, workplace rights, leadership ID and recruitment, agitation and escalation, industry power structure)

Employees working in Grade 3 external organizer positions as of 2/1/24 shall maintain their Grade and step without any expectation during 2024 to take on any new or greater responsibilities listed in Grade 3 areas 10-12. During 2024, such employees may be encouraged but not required (i.e. as a subject of discipline or as a requirement to pass evaluation) to modify their development plan to build their skills in Grade 3 areas 10-12.

Employees working in Grade 2.3 external organizer positions as of 2/1/24 who passed their annual evaluation on or after 8/1/23 will promote to Grade 3.1, effective 2/1/24, provided they work with their supervisor to create a development plan intended to provide opportunities to develop skills for Grade 3 duties.

Employees working in Grade 2.3 external organizer positions as of 2/1/24 who pass their annual evaluation on or after 2/1/24 shall work with their supervisor to create a development plan intended to provide opportunities for them to develop skills for Grade 3 duties.

RESEARCHERS

RESEARCH ANALYST I

A "Research Analyst" (RA) is an entry level position. The RA performs basic research to support building power in the local's industries, including internal and external organizing campaigns, and political strategy development.

Typical tasks and abilities may include but are not limited to:

1. Prepare basic profiles of public and private business entities
2. Prepare basic profiles of client and employer industries
3. Prepare basic summary of relevant government legislation and regulation
4. Implement select corporate tactics
5. First and second cut real estate ownership research
6. Assemble and present economic and industry data.
7. Write basic profiles of political data
8. Interview or coordinate interviews of workers
9. Follow industry and general press
10. Maintain hard copy and data base file system.
11. Maintain relevant industry relational database, in conjunction with relevant organizing staff
12. Maintain relevant political contributions database, in conjunction with relevant political staff
13. Distribute relevant industry and general press
14. Research public records
15. Research and develop information for actions (e.g. leafleting, delegations, etc.).
16. Public and private on-line research
17. Interview company and industry experts
18. Prepare reports from relevant relational databases.
19. Able to assist in communications work including flyers, press calls, website maintenance, shareholder materials, etc.
20. Able to draft client communications.

RESEARCH ANALYST II

A "Research Analyst" (RA2) assists in the development and implementation of campaign strategies and tactics for internal and external organizing campaigns.

In addition to performing all the applicable tasks of a RA, a RA2 performs tasks, as needed or assigned, which may include but are not limited to:

1. Plan own work and make weekly and monthly plans for larger goals
2. Performs analysis of, identifies strategic opportunities for, and implements tactics directed at relevant client and employers, and entire industries.
3. Perform analysis of, identifies strategic opportunities for, and implements tactics utilizing relevant government laws, regulation and policy
4. Perform analysis of, identifies strategic opportunities for, and implements tactics involving city/county's community and political power structure
5. Monitors relevant industries and companies within them
6. Coordinates with political department on needed economic and industry data
7. Coordinates with communication department on needed economic and industry data

8. Design and implement skills building sessions on power analysis and industry organizing strategy for non-research staff, union and non-union workers
9. Staff and attend meetings with business people, political leaders, community activists and government agencies.
10. Write reports on industry condition for internal and external organizing campaigns.
11. Plan and implement routine "actions" (e.g. leafleting, delegations, etc.), in conjunction with relevant organizing and communications staff
12. Assist in creating and conducting skills building sessions for non-research staff and union and non-union workers
13. With appropriate training and supervision, and on a short-term, temporary basis, plan, oversee and support the work of 1-2 researchers or a group of member organizers or lost-timers.

SENIOR RESEARCH ANALYST

A Senior Research Analyst serves as lead researcher in support of external/internal organizing campaigns and other activities of the Local, and to assist in the coordination and/or support of department activities, campaigns, issues or program areas.

In addition to performing all the applicable tasks of a RA2, a Senior performs tasks which may include but are not limited to:

1. Make plans from broader goals.
2. Lead analysis of, identifies strategic opportunities for, and implements tactics directed at relevant client and employers, as well as entire industries.
3. Lead analysis of, identifies strategic opportunities for, and implements tactics utilizing relevant government laws, regulation and policy
4. Lead analysis of, identifies strategic opportunities for, and implements tactics directed at city and county community and political power structure.
5. Plan and implements key "actions" in conjunction with relevant organizing staff.
6. Ability to represent the union in meetings with employers, clients, politicians, and at the bargaining table.
7. Ability to do financial analysis on public and private companies and develop related strategies.
8. Ability to work with organizing coordinator to effectively target new companies and industries.
9. Develop and implement training and/or support for research member volunteers, lost timers and/or interns from local colleges, universities and/or Labor Center programs
10. Develop and implement training and/or support for Grade I and II researchers on core skills for those roles
11. Work with field teams to implement or support worker trainings (i.e. for research projects such as bargaining presentations, surveys or focus groups on industry conditions, workloads, harassment, chemical exposure, occupational injuries, automation, contagious disease exposure, etc)

Employees working in Grade 3 researcher positions as of 2/1/24 shall maintain their Grade and step without any expectation during 2024 to take on any new or greater responsibilities listed

in Grade 3 areas 9-11. During 2024, such employees may be encouraged but not required (i.e. as a subject of discipline or as a requirement to pass evaluation) to modify their development plan to build their skills in Grade 3 areas 9-11.

Employees working in Grade 2.3 researcher positions as of 2/1/24 who passed their annual evaluation on or after 8/1/23 will promote to Grade 3.1, effective 2/1/24, provided they work with their supervisor to create a development plan intended to provide opportunities to develop skills for Grade 3 duties.

Employees working in Grade 2.3 researcher positions as of 2/1/24 who pass their annual evaluation on or after 2/1/24 shall work with their supervisor to create a development plan intended to provide opportunities for them to develop skills for Grade 3 duties.

COMMUNITY/POLITICAL ORGANIZERS

ORGANIZER I

1. Outreach to community organizations and politicians to support campaign or area program
2. Conduct community meetings
3. Turnout community and political supporters to events
4. Attend community and political functions as a representative of USWW
5. Coordinate union involvement in electoral and political fundraising work
6. Function as Field Organizer in Electoral Campaigns

ORGANIZER II

1. All above plus,
2. Assist with development of overall strategy for building, maintaining and mobilizing community and political support on a campaign or in an area program
3. Independent meetings with politicians to advance campaign or union agenda.
4. Independently conduct community meetings and develop agenda
5. Coordinate large community functions (e.g. community hearings)
6. Function at high level as Field Organizer in Electoral Campaign(s)
7. With appropriate training and supervision, and only on a short term, temporary basis, plan, oversee and support the work of 1-2 organizers or a group of member organizers or lost-timers.

SENIOR ORGANIZER

1. All above plus,
2. Development of overall strategy for building, maintaining and mobilizing community and political support on a campaign or in an area program
3. Handle sensitive political situations and relationships with community and political allies
4. Build strength of the union within the political and community arenas.
5. Public speaking on behalf of the union.
6. Bring community allies actively into the campaign or in support of an area program
7. Public face of the union with community and political allies
8. Develop policy positions regarding a variety of issues of importance to membership such as housing or immigration reform.
9. Close reporting and communication structure with campaign or area coordinator/director.
10. Create opportunities to link union leadership with key community and political entities or players.
11. Client outreach
12. Develop and implement training and/or support for community/political member volunteers, lost timers and/or interns
13. Develop and implement training and/or support for Grade I and II community/political organizers on core skills for those roles
14. Develop and run worker trainings (for example, for the Union's political program, voter education campaigns, lobby visits, delegations to electeds, political and policy campaign programs)

Employees working in Grade 3 community/political positions as of 2/1/24 shall maintain their Grade and step without any expectation during 2024 to take on any new or greater responsibilities listed in Grade 3 areas 12-14. During 2024, such employees may be encouraged but not required (i.e. as a subject of discipline or as a requirement to pass evaluation) to modify their development plan to build their skills in Grade 3 areas 12-14.

Employees working in Grade 2.3 community/political positions as of 2/1/24 who passed their annual evaluation on or after 8/1/23 will promote to Grade 3.1, effective 2/1/24, provided they work with their supervisor to create a development plan intended to provide opportunities to develop skills for Grade 3 duties.

Employees working in Grade 2.3 community/political positions as of 2/1/24 who pass their annual evaluation on or after 2/1/24 shall work with their supervisor to create a development plan intended to provide opportunities for them to develop skills for Grade 3 duties.

DATABASE ENTRY ADMINISTRATOR/SPECIALISTS

DATABASE ENTRY ADMINISTRATOR I

1. Transfer data from paper or digital formats into computer files or database systems using keyboards, data recorders or optical scanners
2. Create spreadsheets with large numbers of figures without mistakes
3. Verify data by comparing it to source documents
4. Update existing data
5. Retrieve data from the database or electronic files
6. Sort and organize paperwork after entering data to ensure it is not lost
7. Fast typing skills
8. Excellent knowledge of word processing tools and spreadsheets (MS Office Word, Excel, etc.)
9. Working knowledge of office equipment and computer hardware and peripheral devices
10. Basic understanding of databases

DATABASE SPECIALIST II

In addition to performing, as needed or assigned, all the tasks of a Database Entry Administrator I, a Database Specialist II performs tasks as needed or assigned which include but are not limited to:

1. Responsible for database development and management for organizing campaigns, internal industry and administrative databases under the direction of administrative, organizing, research and internal departments.
2. Train and instruct local union staff on use of database software tools and supporting applications.
3. Provide regional support for high end users in regional offices.
4. Maintains organizational database platforms (CRM or ERP system) and supporting applications.
5. Provide periodic reports and analysis of data.
6. May also be called upon to support other areas of the union including research, legal, organizing, politics and communications, on a temporary or part-time basis.
7. Incorporate data from external sources into existing and new database structures.
8. Write and prepare instruction manuals and other technical systems documentation.

DATABASE SPECIALIST III

In addition to performing, as needed or assigned, all the tasks of a Database Specialist II, a Database Specialist III performs tasks which include but are not limited to:

1. Oversee overall union's information management system including database development and management in coordination with the administrative, organizing, research and internal departments.
2. Oversee database management of administrative staff in coordination with appropriate management staff.
3. Determine staff training needs and provide needed trainings or guidance.
4. Write and prepare instruction manuals and other technical systems documentation.

5. Design or implement new database structures and/or corresponding data entry interfaces and promote online capability.
6. Train and support Data Entry Administrator I and Database Specialist II staff.

COMMUNICATORS

COMMUNICATOR

A Communicator is responsible for communications specific to a campaign, but responsibilities may extend to driving a piece of the union-wide communications program.

The Communicator requires supervision and works collaboratively with the campaign strategy team to develop strategies to build public support for the campaign, communicates the campaign to the workers, and helps develop the capacity of workers and campaign staff in the areas of communications. This person may also work with various union programmatic staff to implement pieces of the union-wide communications program outside of a specific campaign.

Areas of work responsibility include the following:

1. Strategic Planning
 - a. Be a part of campaign team to help develop overall strategies to win contract
 - b. Responsible for development and implementation of public campaign strategies including media, messaging, and materials
 - c. Support field program through development and implementation of worker communications
2. Messaging
 - a. Responsible for message development and implementation in all areas of campaign
 - b. Worker, public, and corporate materials
 - c. Event and action messaging and materials
 - d. Public speaking
3. Media
 - a. Responsible for all outreach to media and development of those relationships
 - b. Responsible for all messaging and written materials for the press
 - c. Develop and implement strategies to build public support for campaign
 - d. Develop non-union workers and members to be spokespeople
 - e. Responsible for tracking the campaign's media coverage as well as coverage that is pertinent to the advancement of the union's interests.
4. Technology
 - a. Responsible for maintaining the campaign website and working collaboratively with the research Dept. on developing campaign websites.
 - b. Responsible for maintaining photo archive
 - c. Responsible for making certain that photos are taken at key union activities
5. Materials
 - a. Create any campaign literature
 - b. Create any paid advertising materials
 - c. Create leaflets for public consumption
 - d. Create picket signs/banners
 - e. Work in collaboration with research dept. on corporate materials
 - f. Work in collaboration with political dept. on political/community materials
 - g. Partner with field staff to develop regular materials that will directly involve, inform, and organize members about the campaign

6. Training
 - a. Develop members and non-union workers to be spokespeople in the media
 - b. Develop staff capacity to create materials and work field activities into public campaigns

SENIOR COMMUNICATOR

A Communicator at the Senior Level independently implements all the pieces of campaign communications or a union-wide communications program with minimum supervision, but is not responsible for independently developing that program. The Senior Communicator works collaboratively with management level staff to develop strategies to build public support for the union, its campaigns, and its political interests, effectively communicate the overall program of the union or campaign to workers, and help develop the capacity of members, non-union workers, and staff in the areas of communications. The Senior Communicator supports all areas of the union: politics, external organizing, and internal organizing or works to link those areas to a specific campaign.

Areas of work responsibility include the following:

1. Strategic Planning
 - a. Be a part of campaign teams to help develop overall strategies to win contract fights, external organizing drives, and the union's political interests
 - b. Responsible for development and implementation of public campaign strategies including media, messaging, and materials
 - c. Supporting internal organizing program through development and implementation of an internal communications program
2. Messaging
 - a. Oversee or advise on message development and implementation in all areas of the union to make certain that it is of high standard and consistent with the program of the union
 - b. internal, external, political, and research materials
 - c. event and action messaging and materials
 - d. public speaking
- b. Create "master talking points" that reflect overall campaign messaging to be the basis for which other departments can draw from
3. Media
 - a. Responsible for all outreach to media and development of those relationships
 - b. Responsible for all messaging and written materials for the press
 - c. Build public support for contract fights, organizing drives, and political interests
 - d. Develop members to be spokespeople and advance membership to the forefront of issues of public concern.
 - e. Advance the position of the union and its officers in the media as opinion leaders on public policy.
 - f. Advance the position of the union in the media as a player in local, state, and federal politics
 - g. Responsible for tracking the union's media coverage as well as coverage that is pertinent to the advancement of the union's interests.

4. Technology
 - a. Responsible for maintaining the union's website and working collaboratively with the research Dept. on developing campaign websites.
 - b. Responsible for maintaining photo archive
 - c. Responsible for making certain that all offices have communications-related equipment, i.e. digital cameras, scanners, etc.
 - d. Responsible for making certain that photos are taken at key union activities
5. Public/Political/Corporate Materials
 - a. Create any campaign literature
 - b. Create any paid advertising materials
 - c. Create or advise on creation of leaflets for public consumption
 - d. Create or advise on creation of picket signs/banners
 - e. Work in collaboration with research dept. on corporate materials
 - f. Work in collaboration with political dept. on political/community materials
6. Worker/Member Materials
 - a. Partner with internal staff, political staff, LTEF ED, E-Board, and other member committees to develop regular materials that will directly involve, inform, and organize members about the program of the union, developments on campaigns, and issues in the worksite.
 - b. Partner with internal coordinators and appropriate members on monthly Building Service and Allied newsletters
 - c. Partner with internal coordinators and appropriate members on as needed materials reporting on operations/functions of union, i.e. dues, overall program, and services
 - d. Partner with political coordinator and appropriate members on political education and activation materials
 - e. Partner with external organizing coordinators and appropriate members on education and activation materials around growth of union
 - f. Partner with external organizing staff to create materials that serve to educate and activate potential new members into action.
7. Training
 - a. Develop members and non-union workers to be spokespeople in the media
 - b. Develop staff capacity to create materials and work field activities into public campaigns

Lead/Chief Negotiator Differential

Subject to approval by the Regional Staff Director and in addition to performing all the tasks of their current grade and step, employees will qualify for a differential of 4.15% to be paid for all pay periods in which the employee is assigned to perform combinations of the following duties:

Lead Differential Responsibilities (employee must perform any combination of four (4) or more of the following responsibilities to qualify for differential)

1. Train and support assigned staff and or members to develop and implement work plans;
2. Conduct regular one-on-one meetings with assigned staff and or members to review and prioritize work plans and determine needs for support
3. Develop assigned staff and or members' field skills through shadowing, role plays and routine check-ins
4. Design and implement group trainings for staff and members;
5. Carry out staff and member training and leadership development on a regular basis
6. Under the direction of a Coordinator or Director, lead staff teams, including weekly meetings, work plans, training and staff development;
7. Under the direction of a Coordinator or Director, lead assigned campaigns;
8. Under the direction of a Coordinator or Director, design, plan and lead blitzes and campaigns with teams of staff and/or members
9. Provide input to direct Supervisor on evaluation of assigned staff's performance
10. Serve as temporary Lead for focused, specific political campaigns (i.e., leading staff or member organizer(s) at USWW or while on loan to another local, SEIU State Council, independent expenditure, candidate campaign, CLC, etc. for a specific electoral drive and/or major legislative or policy fight)

For permanent assignments where this differential is paid as part of the employee's regular salary in every pay period, such payments will reflect accordingly in the Employer's contributions to the SEIU Affiliates Officers and Employees Pension Plan.

Chief Negotiator Differential Responsibilities

1. Under the direction of a Coordinator or Director, serve independently as Chief Negotiator for USWW CBAs, including:
 - a. Independently develop and implement surveys, Request For Information, bargaining proposal and counters, costing analysis, ratification documents, and campaign timelines
 - b. Recognize when legal advice is needed during negotiations and seek such advice appropriately
 - c. Train, consult, develop and coordinate member bargaining committee

Duration of Chief Negotiator Differential

For any individual contract negotiation, the Chief Negotiator Differential will not exceed sixteen (16) calendar weeks from date of reopener to ratification. For any contract negotiation that exceeds sixteen (16) calendar weeks, the Chief Negotiator Differential shall only be provided in pay periods where there are scheduled bargaining sessions or bargaining committee meetings.

Any further exceptions must be approved by the HR Director and the Regional Staff Director on a case by case basis.

For permanent assignments where this differential is paid as part of the employee's regular salary in every pay period, such payments will reflect accordingly in the Employer's contributions to the SEIU Affiliates Officers and Employees Pension Plan. Because of the intermittent nature of contract bargaining cycles, both the HR Director and the Regional Staff Director must indicate approval in writing for any permanent assignment as Chief Negotiator.

There shall be no pyramiding of the differentials outlined in this section.

GENERAL OFFICE WORKER

Under the direction of the appropriate manager, performs a variety of clerical duties for internal and external organizers, Directors, and Union Leadership. To provide basic membership informative services bilingually to our membership at large. Generally, to relieve receptionist and administrative staff from routine clerical functions.

This is an entry level position. Typical tasks include, but are not limited to:

1. Assist the Receptionist
2. Routine typing of correspondence, reports, leaflets, bulletins, etc.
3. Reproduce materials for distribution and mailing
4. Effectively answer a large volume of callers and visitors courteously, take messages, answer general questions and secure basic information as needed
5. Assemble New Member Packets for Shop Stewards and may compile other information as needed
6. Maintain office filing system daily
7. Maintain schedules of Union Representatives
8. May be asked to assist with special projects or assignments as needed
9. Assist the Account Clerk: doing routine data entry in computer system, Update and maintain Member's demographic records and status, Filing, May be asked to assist with special projects or assignments as needed
10. Assist the Bookkeeper: Filing, May be asked to assist with special projects or assignments as needed
11. Ability to effectively communicate bilingually to our membership and Staff in English & Spanish.
12. To follow and understand oral and written instructions; perform general clerical and secretarial work; learn specific operations of the office.
13. Ordering supplies.
14. Maintain petty cash accounts.
15. Oral & written translations.

SECRETARY/RECEPTIONIST

Under the direction of the appropriate manager, performs a variety of clerical and secretarial duties for internal and external organizers, and supportive services to Directors, and Union Leadership.

Typical tasks include, but are not limited to:

1. Effectively handle a large volume of callers and visitors courteously, understanding their inquiries, and assist them in referring them to the appropriate recourse for needed help.
2. Responsible for preparing (edit, type, layout lettering, and graphics) a variety of correspondence, bulletins, reports, leaflets, etc., from rough to clean copy in English and Spanish as required.
3. Reproduce and assemble materials
4. Translations: oral and written

5. Depending on Office:-Handle inquiries on H&W, Pension, Retirement and Information on Membership Services/Benefits, Contracts and Grievances: Verifies Membership and Dues Status from Computer, Collect Dues from Walk-Ins and expedite receipts
6. Types all correspondence, grievances, contracts, memos, and other documents as required with speed and accuracy and must have good command of style, format, grammar, punctuation and spelling.
7. Manage and maintain office filing system and other filing systems as required on a daily basis
8. Assist Dues Staff: Update member records and status, Produce mailing labels and membership lists, Produce, update and maintain Steward /Officer lists, Produce any all Membership Reports for Representatives doing routine data entry in computer system, Update and maintain Member's demographic records and status, Filing
9. May be asked to assist with special projects or assignments as needed
10. Ability to effectively communicate bilingually to our membership and Staff in English & Spanish. To follow and understand oral and written instructions; perform general clerical and secretarial work; learn specific operations of the office.
11. Responsible for keeping all contracts and reopeners updated, translated and in order.
12. Maintain petty cash accounts.
13. Data entry as needed.
14. Order supplies

ACCOUNT CLERK

Under the direction of the appropriate manager, compiles, processes and maintains accurate membership and dues records and information. Produces membership lists, labels and other documents as requested by various staff.

Typical tasks include, but are not limited to:

1. Compiles, process, maintain and update membership records, status, dues deductions, adjustments and various other types of information and maintain applicable hard copy information.
2. Produces any and all Membership reports for Internal/External Organizers.
3. Analyzes and monitors inconsistencies in dues/fees deductions and membership status and produces reports from same as required
4. Produce monthly billing statements for Dues to employers and self-pay members
5. Handles and documents all check-off problems with Employers and Self-Pay members, which may require contact with members and Employers. Alerts supervisors to problems
6. Maintains tracking system of Dues collection monthly
7. Maintains filing system of all outlined responsible duties
8. Identifies problems, researches data and follows through by reporting to supervisor or follows appropriate procedure.
9. Produce, update, and maintain Steward/Officer lists
10. Collect dues from Walk-ins and expedite receipts
11. Produce and prepare New Member packets
12. Prepare daily bank deposits
13. Performs other related duties as required by this classification

14. Assists Secretary/Receptionist: back up on Answering Phones and Walk-ins
15. Reproduce and assemble materials for this department
16. May type correspondence, memos and other documents as required for this department

MAILROOM/CUSTODIAL

Under the direction of the appropriate manager, performs a variety of duties for internal and external organizers, Directors, and Union Leadership. Generally, to relieve receptionist and administrative staff from routine clerical functions and to maintain the premises of the Union.

This is an entry-level position. Typical tasks include, but are not limited to:

1. Assist the Receptionist.
2. Occasional typing of signs and/or bulletins
3. Reproduce materials for distribution and mailing.
4. Occasionally answering a large volume of callers and visitors courteously, take messages, answer general questions and secure basic information as needed.
5. Assemble New Member Packets for Shop Stewards and may compile other information as needed.
6. Maintain filing system for materials and mailings.
8. May be asked to assist with special projects or assignments as required by this classification. Examples: production of picket signs, banners and cards; pick-up and delivery of items requested by management during the course of the day; securing and simple maintenance of equipment owned by the Union; control and maintenance of union hall when used by outside organizations; providing logistical field support for Union actions, events and demonstrations; assisting outside craftspeople and contractors while working in the Union hall; and major shipping and receiving.
9. Assist the Account Clerk and Bookkeeper in courier and messenger assignments.
10. Ability to effectively communicate bilingually to our membership and Staff in English & Spanish. To follow and understand oral and written instructions; perform general clerical work as needed; learn specific operations of the office.
11. Lobby and corridor attendant duties.
12. Order supplies
13. Keep the outside as well as inside of the Union clean and maintained at all times.

SERVICE CENTER ASSISTANT

1. Plan own work and make weekly and monthly plans
2. Issue identification, investigation and resolution of administrative issues such as; pay, holiday, vacation, seniority, sick leave, and other leave of absence issues;
3. File and process grievances on the above issues;
4. Interpret and enforce multiple collective bargaining agreements;
5. Coordinate large caseload: investigation and resolution;
6. Negotiate resolution of issues with Employer;
7. Coordinate Referral program (where it exists);
8. Communication, both orally and in writing with employers and management Representatives;

9. Effectively handle a large volume of callers and visitors courteously, understanding their inquiries, and assist them in referring them to the appropriate recourse for needed help.
10. Manage and maintain database and office filing system as required on a daily basis.
11. Work with Service Center lost timers (if applicable) on identifying and preparing administrative issue grievances.

SERVICE CENTER/ADMINISTRATIVE ASSISTANT

Note: This job description primarily applies to smaller offices

1. Issue identification, investigation and resolution of administrative issues such as; pay, holiday, vacation, seniority, sick leave, and other leave of absence issues;
2. Effectively handle a large volume of callers and visitors courteously, understanding their inquiries, and assist them in referring them to the appropriate recourse for needed help;
3. Manage and maintain office databases and filing system as required on a daily basis;
4. Routine typing of correspondence, reports, leaflets, bulletins, etc.;
5. Reproduce materials for distribution and mailing;
6. Assemble New Member Packets for Shop Stewards and may compile other information as needed;
7. May be asked to assist with special projects or assignments as needed;
8. Order office supplies;
9. Maintain petty cash accounts;
10. Ability to effectively communicate bilingually to our membership and Staff in English & Spanish;
11. Perform general clerical and secretarial work; learn specific operations of the office;
12. Assist dues staff in providing written information and assisting in resolving dues issues.
13. Written and oral translation.

APPENDIX A - WAGE AND HOUR DISPUTES

1. Introduction. The Parties to this Agreement, including individual bargaining-unit employees and/or a group/class of bargaining-unit employees, agree to resolve on an individual basis solely and exclusively (except as specified in Section 3 below) through the binding arbitration process set forth in this Protocol any and all claims alleging violations of any wage and hour laws and/or meal and rest period laws, including but not limited to claims alleging a failure to pay the minimum wage, overtime pay, or vacation pay, alleging a failure to provide accurate wage statements, alleging a failure to pay premium wages and/or penalties for missed meal and/or rest breaks, alleging a failure to timely pay final wages, and/or alleging a violation of the federal Fair Labor Standards Act, the California Labor Code, any Wage Orders issued by the California Industrial Welfare Commission, or any similar local law, ordinance or policy (collectively "Covered Claims").

The Parties establish the following system of binding arbitration to be the sole and exclusive method of resolving all Covered Claims, whenever they arise. The Union and the Employer want those covered by this Agreement – and any attorneys representing employees – to be aware of this protocol, which makes mediation and arbitration the sole and exclusive method of resolving all Covered Claims applicable to bargaining-unit employees, even where the Union has declined to bring such Covered Claims to arbitration.

2. Arbitration
 - (a) With respect to those circumstances in which the Union has elected to pursue arbitration on behalf of an individual bargaining-unit employee or group/class of individual bargaining-unit employees' Covered Claims under this Article, such arbitration shall be conducted pursuant to the Grievance and Arbitration provisions of this Agreement. The arbitrator appointed to decide such claim(s) shall have the same authority as described in subsection (b) below.
 - (b) With respect to those circumstances in which the Union has declined to pursue arbitration on behalf of an individual bargaining-unit employee's or group/class of bargaining-unit employees' Covered Claims under this Article and the employee or employees are desirous of litigating the claim, the following arbitration process shall be followed. The arbitration process described herein will be available to employees who are represented by counsel and to those who are unrepresented by counsel, and shall constitute the exclusive method of resolving such disputes.

The Employer and employee's representative shall obtain from the American Arbitration Association ("AAA") a list of arbitrators who (1) are licensed attorneys, and (2) are qualified to decide wage and hour employment disputes. The arbitrator shall be selected according to the AAA National Rules for Employment Disputes ("AAA Rules"), unless otherwise agreed by the parties. The fees of the arbitrator will be paid by the Employer, and any such arbitrations shall be conducted pursuant to the AAA Rules, except as expressly set forth herein, and

any disputes about the manner of proceeding shall be decided by the arbitrator selected.

3. Notwithstanding the above, nothing in this Appendix A precludes any employee from filing a charge or from participating in an administrative investigation of a charge before an appropriate government commission, body, or agency, be it federal, state or local. Similarly, this agreement does not preclude the parties from conciliating any charge pending before an appropriate government commission, body or agency.

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
UNITED SERVICE WORKERS WEST**

**PACIFIC NORTHWEST STAFF UNION,
BUILDING SERVICE STAFF UNION**

By: _____

ADDENDUM - NORTHERN CALIFORNIA HOURLY ADMINISTRATIVE STAFF

SEIU United Service Workers West ("the Employer") and Building Service Staff Union ("the Union") hereby agree as follows regarding the Hourly Administrative Employees working in Northern California offices of SEIU-USWW.

1. "Grandfathered" Conditions for Current Employees. The two (2) affected Northern California hourly administrative employees working for SEIU-USWW as of March 1, 2014 shall retain the following conditions and benefits which differ from the conditions specified in the Agreement. The benefits and conditions listed below shall apply only to those two (2) employees.

- (a) Working Hours and Overtime

Daily Schedule: The regular workday shall normally consist of eight (8) hours within eight and one half (8-1/2) hours, work to be performed between the hours of 7:00 AM and 6:00 PM, of which the Employer shall establish the employee's starting time and quitting time.

Reporting Pay: an employee who works more than four (4) hours but less than seven and one half (7.5) hours shall be paid for 7.5 hours. Any employee who is called back to work after 6 PM shall be paid two (2) hours at overtime rate.

Double Time: all hours worked on Saturday and Sunday, and any hours worked on a regular workday after one (1) hour of overtime, shall be paid at two (2) times the regular hourly rate.

Rest Breaks: employees shall have one fifteen (15) minute paid rest break in the morning and one in the afternoon (consistent with California state law).

Lunch Period: the lunch period shall be limited to a maximum of one (1) hour each day between the hours of 11 AM and 2:30 PM.

- (b) Severance Pay

If the office where an employee works is closed or merged into another office, the employee shall receive severance pay in the amount of one (1) week of pay for every year of service up to maximum of ten (10) weeks, if the employee is not immediately employed by the Employer or offered reasonable employment, and where the employee is not eligible for full Social Security retirement benefits.

- (c) Section 26(e) – Mileage Payments

Employees who are required to use their own vehicles to travel during working hours performing the Employer's business shall be paid mileage at the IRS Allowance rate, plus any expenses incurred such as Parking and Bridge Tolls.

- (d) Section 28 – Holidays
In addition to the benefits listed in the Agreement, Christmas Eve and Good Friday shall be observed as full day paid holidays. Any time worked on holidays specified in the Agreement shall be paid at two (2) times the regular hourly rate in addition to straight time allowed.
- (e) Section 29 – Sick Leave
Each employee is entitled to one-and-one-half (1.5) days per month of sick leave with full pay during the employee’s work year. Unused sick leave shall be cumulative, but no more than sixty (60) days of sick leave pay shall be paid during the employee’s work year.
- (f) Section 30 – Vacations
In addition to the benefits listed in the Agreement, employees with fourteen (14) or more years of service with the Employer shall be entitled to five (5) weeks paid vacation per year.
- (g) Section 33(b) – Hourly Employee Wage Rates
The employee covered under this Addendum shall be paid at the following hourly wage rates:

<u>Classification</u>	<u>Name</u>	<u>Wage</u>
Secretary/Receptionist, Step 4	Gus G. Garcia	per Section 33(b)

Maria Ledesma is no longer covered by the hourly wage section of this Addendum, but will continue to be covered under the other provisions of this Addendum.

- (h) Benefits and Conditions

Termination Pay: any employee who may be discharged or laid off shall be given two (2) weeks’ notice in writing or two (2) weeks’ pay in lieu thereof.

Dinner Money: an employee who is required to work (2) hours or more beyond the close of the regular workday or any employee who is released at the close of the regular workday and is instructed to report back to work within two (2) hours shall be entitled to ten dollars (\$10.00) dinner money.

Parking: the Employer shall provide free parking within a four (4) block radius of the employee’s place of employment or provide transportation within the County at the discretion of the Employer.

Dependent Care Assistance: the Employer agrees to implement a Dependent Care Assistance Plan as provided by and in conformity with Section 129 of the Internal Revenue Code.

Tuition Reimbursement: the Employer agrees that in the event an employee notifies the Employer that s/he has entered into a credited school, which is related

to the employee's current job position of clerical duty at SEIU-USWW, the Employer will provide reimbursement for registration, books and fees up to one thousand dollars (\$1,000) for the unit per year.

3. Other Benefits and Conditions of Employment. All other benefits and conditions of employment not specified above shall be determined by the Collective Bargaining Agreement between the Employer and the Union.
4. Other Northern California Hourly Administrative Employees. All hourly Administrative Employees hired in Northern California locations in the classifications listed in the Agreement shall be covered under all terms and conditions listed in the Collective Bargaining Agreement between the Employer and the Union.

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
UNITED SERVICE WORKERS WEST**

**PACIFIC NORTHWEST STAFF UNION,
BUILDING SERVICE STAFF UNION**

By: _____

CBA PNWSU-BSSU USWW 2024-26 FINAL

Final Audit Report

2024-03-21

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