

Collective Bargaining Agreement

between the
Chamberlain's Children Center, Inc.

and the
**SERVICE EMPLOYEES
INTERNATIONAL UNION,
AFL-CIO, CLC, LOCAL 521**



representing the
Chamberlain's Employees

July 1, 2010 to June 30, 2012

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PREAMBLE

Both the Chamberlain's Children Center, Inc. (herein referred to as Chamberlain's) and Service Employees International Union (SEIU) Local 521 (herein referred to as Union), agree that the purpose of this Collective Bargaining Agreement (CBA) is to foster harmonious labor-management relations and to create a work place environment that is healthy and mutually cooperative, supportive and trusting.

CHAMBERLAIN'S and the Union further agree that the purpose of CHAMBERLAIN'S is to provide childcare and related social services. Both further agree that they shall strive to achieve excellence in the provision of services. All CHAMBERLAIN'S contacts shall be treated with respect; dignity, and fairness.

It is mutually understood by parties to this Collective Bargaining Agreement that:

- CHAMBERLAIN'S employees will treat each other with mutual respect, dignity, and fairness;
- CHAMBERLAIN'S is a private, non-profit, 501 c (3) tax-exempt corporation, without authority to impose taxes to establish service fees for publicly subsidized clients, or otherwise generate revenues by mandate;
- CHAMBERLAIN'S is funded primarily by open ended *placement agreements with various Counties in California*.
- CHAMBERLAIN'S operations may be subject to disruption or temporary suspension when the State budget is not approved in a timely manner;
- CHAMBERLAIN'S without said *agreements* would in all likelihood be forced to cease operations.

This preamble expresses the mutual intent of the parties. It is not subject to the grievance procedure.

ARTICLE 1 - PARTIES TO THE AGREEMENT

This Collective Bargaining Agreement has been executed by a representative(s) of Chamberlain's Children Center, Inc. , hereinafter referred to as CHAMBERLAIN'S, and by a representative(s) of Service Employees International Union (SEIU) Local 521, hereinafter referred to as the Union.

ARTICLE 2 - NON-DISCRIMINATION IN EMPLOYMENT

No person applying for employment or employed by CHAMBERLAIN'S shall be unlawfully discriminated against, according to state and federal law, because of race, color, religion, national origin, ancestry, gender, sexual preference or orientation, pregnancy, parenthood, marital status, political affiliation or political belief, physical or mental disability, or appropriate Union activities protected under the National Labor Relations Act.

ARTICLE 3 - AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Collective Bargaining Agreement, the following authorized agents have been designated:

- A. Chamberlain's principal authorized agent shall be the Executive Director or his/her duty authorized representative.

Chamberlain's Children Center, Inc. (CHAMBERLAIN'S)
P.O. Box 1269
Hollister, CA 95024-1269

- B. Union's authorized agent shall be the Executive Director, or his/her duty authorized representative.

SEIU Local 521
334 Monterey Street
Salinas, CA 93901

ARTICLE 4 - RECOGNITION

The Union is recognized as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment for the employees as classified in Appendix A.

ARTICLE 5 - MANAGEMENT RIGHTS

Except as modified or restricted by a specific provision of this Agreement, nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of regular and customary functions of management, including, but not limited to the following:

1. The determination or modification of Employer's goals and objectives, including the determination or modification of the nature and scope of Employer's functions, the determination or modification of the size, number, location and function of Employer's organizational units or other activities;
2. The specification and acquisition of apparatus, equipment or other materials including program materials, and the use of such apparatus, equipment or material;
3. The establishment of methods of operation and procedures, including, for example, program and client evaluation procedures and the institution of technological alterations in processes, or equipment of both;
4. The expansion or contraction of Employer's services generally, or any activity of function specifically, and the determination of appropriate staffing levels within the bargaining unit generally, or any department, activity, or function specifically;
5. The direction of the working force, including the right to determine within scope of job classification, work and duty assignments and to determine whether or not particular assignments are to be performed by employees covered by this Agreement;

6. The recruitment, utilization and assignment of volunteers (including student interns) to assist and supplement the regular staff. Such volunteers will not be considered members of the bargaining unit, shall not be used as replacements for members of the bargaining unit of a temporary or permanent basis, shall not be paid a salary, and shall not be responsible for carrying any specific cases;
7. The employment, on a temporary basis, of substitutes for members of the regular staff during their absences. Such temporary personnel will not be considered members of the bargaining unit under this Agreement;
8. The contracting with the consultants and specialist to perform special assignments under direct supervision; it being understood and agreed that the regular staff will cooperate with such consultants and specialists in the performance of their assignments; provided that monies from the Personal Services portion of the budget shall not be used to subcontract for services which would permanently displace a bargaining unit position;
9. The design and implementation of safety program and plans for increased efficiency;
10. The determination of employee qualifications;
11. The right to select and hire new employees including temporary employees;
12. The right to determine and reward meritorious performance;
13. The right to select or employ supervisory employees (although the Employer shall give due consideration to possible promotion from within);
14. The right to determine the number of hours worked, the schedule of the workday, schedule of lunch time and break times, the amount of overtime to be worked, if any, and the employees working such overtime, except as otherwise provided for in this Agreement;
15. The right to determine the scheduling of vacations and other time off;
16. The right to establish and enforce reasonable rules and regulations pertaining to conduct and department of employees, such reasonableness being subject to the provisions of Article 13 (Grievance Procedure).

These rights shall be limited only as specified in applicable state or federal laws or any provision subject to this labor agreement. All rights, responsibilities and prerogatives that are inherent by virtue of all federal, state, and local laws cannot be subject to any grievance or arbitration proceeding specified in this Agreement.

ARTICLE 6 – UNION RIGHTS

6.1 Representation

The Union has the exclusive right to represent employees in the representation unit as specified by municipal, state, and federal law. The Union will notify CHAMBERLAIN'S and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

The Union may select up to four (4) employees for Stewards for CHAMBERLAIN'S employee in the bargaining unit, in addition two (2) Alternate Stewards to act as official representatives and will notify CHAMBERLAIN'S as to that individual(s) so selected. A Bargaining representative can also be a steward.

Official representatives shall represent the Union in jointly, scheduled meetings and a mutually agreed upon number of participants with CHAMBERLAIN'S to address matters of mutual concern. Union official representatives who are CHAMBERLAIN'S employees may not utilize time during normal working hours for meeting and conferring and/or negotiating with authorized management representatives of the CHAMBERLAIN'S.

6.2 Steward Program

Union stewards shall mean full-time CHAMBERLAIN'S employees within the same bargaining unit, who are members of and are designated by the Union to assist employees for the purposes of processing grievances and meet and confer issues. The bargaining unit shall select up to four (4) stewards and the two (2) alternate stewards.

Union agrees to notify CHAMBERLAIN'S in writing of the names and titles of the steward(s) representing employees and shall send a copy of such notice to the Human Resource Director and/or designee. Changes to the listing of stewards will be provided by the Union as they occur. Only employees named on the current list will be recognized by CHAMBERLAIN'S as stewards of the Union.

Stewards shall be allowed to perform Union business during work hours subject to the following:

- A. Stewards shall be authorized reasonable time off where operationally feasible to investigate and present grievances and disciplinary appeal of employees in the area to which the steward(s) are assigned subject to the restriction below.
- B. Stewards shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary provisions of the Agreement. No more than one (1) steward may assist in the investigation or processing of a grievance.
- C. Before performing grievance and disciplinary appeal work, the steward will obtain the permission of his/her CHAMBERLAIN'S-designated supervisor and shall report back to his/her CHAMBERLAIN'S-designated supervisor when the grievance or disciplinary work is completed. Where immediate approval is not granted, the said supervisor shall inform the steward of the reasons for the denial in writing and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment:
- D. After receiving approval of his/her CHAMBERLAIN'S-designated supervisor a steward shall be allowed reasonable time off where operationally feasible to investigate and present such grievances and appeals.
- E. When a steward desires to contact an employee, the steward shall first contact the CHAMBERLAIN'S-designated supervisor of that employee, advise of the nature of the business, and obtain release by the supervisor to meet with the employee. When, in the best judgment of the supervisor, the investigation would interfere with the work of the unit, the supervisor will notify the steward when he/she can reasonably expect to contact the employee as soon as operationally feasible. A Steward may conduct business with an employee(s) in privacy.
- F. Stewards shall receive up to one (1) hour of release time for time spent performing a function of a steward.
- G. Stewards shall not conduct Union business on Company time, except as specifically authorized by this Agreement.
- H. Stewards shall be responsible for the full and prompt performance of their CHAMBERLAIN'S assigned workload.

6.3 Union Access

Within one (1) business day of hiring a new employee into the bargaining unit, CHAMBERLAIN'S shall provide the Union designated contact with the employee's name and home telephone number for the purpose of arranging a meeting to occur at CHAMBERLAIN'S during non-work time in order for a copy of this Agreement and information regarding the benefits and obligations of Union membership to be provided to the new employee. To schedule the new employee meeting, the Union must submit a request to the Program Coordinator, who shall coordinate the time and location of the meeting.

Authorized Union staff representatives shall have reasonable access to work locations in which employees covered hereby are employed for the purpose of transmitting information or representation purposes. *Cottage* access will not be accessible to Union Representatives. Authorized Union staff representatives desiring such access shall first check in with the appropriate management representative, at which time the authorized representative shall inform said management representative of the purpose of the visit. The visit shall not interfere with the operations of the facility. The Union agrees to be in compliance with any government regulation, i.e. any licensing or other state mandates that may require a criminal record clearance and child abuse index on file with CHAMBERLAIN'S in order for an authorized Union Staff representative to have access to CHAMBERLAIN'S facilities. For Purposes of this provision authorized Union Staff person is a designated employee from SEIU Local 521.

The Union shall give to Management, and the Human Resource Director/and or designee, a written list of the names of all authorized Union staff representatives, which list shall be kept current by the Union. Access to work locations shall only be granted to Union staff representatives on the current list. The Union is authorized to distribute Union materials to union members through CHAMBERLAIN'S internal distribution system.

6.4 Bulletin Board

Where such space is available, CHAMBERLAIN'S will furnish for the use of the Union, reasonable bulletin board space at reasonable locations. If space is not available on Company bulletin boards, the Union may install, at its own expense, bulletin boards at locations approved by the Management, which will not include children's residences or classrooms. Union installed boards shall be of reasonable size and construction as approved by the Management. Such bulletin board space shall be used only for the following subjects:

- Union recreational, social, and related news bulletins;
- Scheduled Union meetings;
- Information concerning Union elections or the results thereof;
- Reports of official business, of Union including reports of committees or the Board of Directors; and
- All material shall clearly state that it is prepared and authorized by the Union.
- Union agrees that notices posted on Company bulletin boards shall not contain anything that may reasonably be construed by CHAMBERLAIN'S management as maligning or derogatory to CHAMBERLAIN'S or its representatives.

6.5 Labor and Management Meetings

Upon request from either party, both CHAMBERLAIN'S and Union shall meet to discuss issues of mutual concern. The scope of the committee may include but is not limited to, review of staffing issues, enhance communication between both parties, safety in the workplace, and vacation usage. Nothing in this section is intended to waive or alter the rights of the Union to file a grievance that fall within the grievance definition.

6.6 Union Security

6.6.1 As a condition of employment, all employees covered by this Agreement shall, thirty-one (31) days after the date of execution of this Agreement, or, in the case of new employees, sixty (60) days after date of hiring, become members of the Union and remain members of the Union in good standing in the Union during the term of this Agreement. Reference to the requirement to become and/or remain "members of the Union in good standing" is intended to be limited to the requirement for tendering dues and initiation fees, as that requirement is set forth and has been interpreted under Section 8(a)(3) of the National Labor Relations Act, as amended.

6.6.2 No employee shall be obligated to pay dues to the Union until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit. CHAMBERLAIN'S shall notify the Union of new bargaining unit employees, within thirty (30) calendar days of the date the employee is hired.

6.6.3 In the event an employee, due to his/her own negligence, fails to apply for or to maintain his/her membership in the Union, the Union may give CHAMBERLAIN'S written notice of such failure along with written documentation that the employee was informed of his/her failure, but failed to correct it within a reasonable time. CHAMBERLAIN'S, not later than seven (7) days following receipt of such written notice, shall terminate the individual's employment, upon verification of the employee's failure to apply for or, maintain his/her membership in the Union, if the discharge of the employee would not otherwise be unlawful. If such a termination will adversely impact the operations of CHAMBERLAIN'S, the Union will meet and confer with CHAMBERLAIN'S management during the above mentioned seven (7) days regarding a remedy. However, in the event that no mutual remedy is found the provisions in 6.6.1 shall prevail.

6.6.4 To qualify for the designated charity fee deduction, an employee must certify to the Union that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to join or financially supporting public's employee organizations. Such exempt unit employee will be required to submit to the Union a notarized letter certifying that person's membership in such a religion, body or sect, signed by an official of the bona fide religion, body or sect.

6.7 Dues Deductions

6.7.1 The Union has the sole and exclusive right to have employee organization membership dues deducted by CHAMBERLAIN'S for employees in the bargaining unit.

6.7.2 CHAMBERLAIN'S shall deduct, in accordance with the Union's dues schedule, union dues, from the wages of all employees who are members of the bargaining unit. In the like manner, back dues will be deducted where the Union notifies CHAMBERLAIN'S and the employee in writing of the amount in arrears. The Union shall advise CHAMBERLAIN'S as to the amount of current monthly dues to be deducted and shall certify that such dues were set in accordance with the Union's Bylaws. CHAMBERLAIN'S shall remit such dues to SEIU Local 521 to the address furnished to CHAMBERLAIN'S by the Union. The Union agrees to update as soon as possible if there is an address change.

- 6.7.3 CHAMBERLAIN'S shall, for a fee of 2% of the sum value of monthly dues deduction, pay to the Union upon deduction all sums so deducted. Deductions shall be bi-weekly. CHAMBERLAIN'S will pay to the Union the total monthly deductions by the 15th of the following month.
- 6.7.4. CHAMBERLAIN'S shall upon request from the union, (as changes occur CHAMBERLAIN'S shall provide a list), without charge, furnish the Union with an alphabetical list of all employees in the bargaining unit; identifying them by name, months per year in paid status, and hourly salary.
- 6.7.5. CHAMBERLAIN'S shall notify the Union representative if any member of the bargaining unit revokes a dues authorization.
- 6.7.6 If an employee fails to meet the obligation to pay dues after fourteen (14) days upon notice of such failure in writing by the Union to CHAMBERLAIN'S, this shall be considered grounds for CHAMBERLAIN'S to terminate the employee.
- 6.7.7 If the balance of an employee's wages, after all other involuntary and insurance premiums deductions are made in anyone pay period, is not sufficient to pay deductions required by this Article, no such deduction shall be made for that pay period
- 6.7.8 Chamberlain's agrees to Committee on Political Education (COPE) check-off if an employee submits his/her voluntary check off to the employer.

6.8 Hold Harmless Provision

The Union shall indemnify and hold CHAMBERLAIN'S harmless against any and all claims, suits, or other liabilities as a result of any action taken by CHAMBERLAIN'S at the written direction of the Union for the purpose of complying with any of the provisions of these paragraphs.

ARTICLE 7 - SAFETY

7.1 Work Environment

CHAMBERLAIN'S recognizes its obligation to provide to the extent feasible a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that CHAMBERLAIN'S reserves the right to adopt departmental rules and regulations, which become effective when posted.

The Union agrees that it is the duty of all employees to comply with all lawful rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor in writing.

Adequate staffing levels shall be maintained in order to ensure employee and client safety and quality of care. The Employer agrees to comply with all minimum staffing levels required by county and state licensing agencies. If an employee feels that he/she is put at risk due to inadequate staffing levels then he/she can immediately take it to a supervisor. The supervisor upon learning of the complaint shall take the appropriate measures to ensure proper staffing *and safety levels to assure the safety of employees.*

ARTICLE 8 - COMPENSATION

8.1 Salary Compensation

Starting fiscal year 2010/2011 which begins July 1, 2010. All employees representative by SEIU Local 521 shall receive a one time bonus according to their anniversary date in the amount of \$200.00 (two hundred dollars).

8.2 Out of Classification Pay

Employees assigned by management to work in a job that has a higher rate of pay shall be paid the higher rate of pay for the period worked in that position. Under all circumstances the employee must be performing the responsibilities of the higher paid job classification. The employer determines if the employee is doing a job at a higher rate of pay.

ARTICLE 9 – INSURANCE BENEFITS

9.1 Medical Insurance

Eligible employees are defined as employees who work a minimum of 30 hours per week

9.1.1 Medical Insurance coverage through a PPO plan is a benefit provided by Chamberlain's Children Center. Chamberlain's will pay up to \$500.00 per month per employee's individual health insurance premium, funding and insurance rates permit.

9.1.3 Eligible Employees electing to have, dependent or family health insurance coverage shall pay the premium cost per month and the required deductible.

9.2 Life Insurance

The Company shall maintain life insurance coverage for eligible unit employees at \$20,000 per employee.

9.3 Vision Insurance

The Company shall explore making available to eligible employees a vision plan at no expense for the employees.

ARTICLE 10 – HOURS OF WORK AND OVERTIME

10.1 Regular Workday and Workweek

The regular workday will be determined by the requirements of the operation schedule developed by CHAMBERLAIN'S and/or its clients. Sunday to Saturday is the scheduled work week and midnights (12:00am) to midnight (12:00am) are the work hours. In the event there is a change in a workweek schedule CHAMBERLAIN'S will give as much advance notice as operationally feasible.

10.2 Overtime Defined

Overtime is any work in excess of eight (8) hours of work in a day or forty (40) hours per week. For the purpose of calculating overtime, only actual hours worked shall be considered hours worked. For employees working scheduled four (4) ten (10) hour shifts their hourly rate shall be at straight time.

10.2.1 Employees must receive prior written approval from management for overtime, unless when operational needs require an employee to stay beyond their work hours and a supervisor is, not available to give permission- i.e. servicing a client that runs beyond normal scheduled work hours.

10.2.2 Overtime shall be assigned based on an employee's seniority in the classification that is Seniority in that classification shall be offered the option to accept or declined the overtime, provided the senior employee meets the requirements of Article 11. due to the nature of the Organization if an employee is not available shall go to any employee that is available in accordance to Article 11.

10.3 Overtime Compensation

10.3.1 Overtime shall be compensated at the rate pay of one and one half (1 1/2) hours for every hour worked at an employee's regular rate of pay.

10.4 Minimum Callback

Employees called into work for hours not contiguous to their regular work schedule shall receive a minimum of two (2) hours compensation for each call in.

10.5 Report Pay

Employees reporting to work who are sent home because of lack of work at any CHAMBERLAIN'S location shall be paid two (2) hours of "show up" pay. Employees who elect to leave because of the lack of work will not be compensated.

10.6 Work Hours and Assignments

Employee's work hours and assignments shall be based on seniority where operationally feasible.

ARTICLE 11 – SENIORITY

11.1 Shift Seniority

Seniority will be based on the length of service with Chamberlain's Children Center, Inc. For the purpose of shift bids and workstation (cottage, school, etc.) Chamberlain's shall take into account the following: (1) CHAMBERLAIN'S overall needs; (2) Seniority; (3) The employee's qualification, skills and ability; (4) the employee's past performances.

A shift bid shall not force the layoff of another employee. Stability of relationships is a key element of residential treatment and therefore, shift bids outside the employee's assigned workstation shall not be used in excess of 1 time per year.

11.2 Layoffs or Reduction of Work:

When layoffs or reductions of work are necessary, quality and continuity of client care will be the primary consideration. Among employees who are equally qualified, seniority as in the length of continuous service CHAMBERLAIN'S, will be the determining factor. Seniority will also apply in cases of recall of laid off employees when work becomes available. Laid-off employees will be given a maximum of five (5) calendar days from the date of postmark to answer written notice of recall sent to the employee's last known address, and will return to work when notified or will be considered quit. Prior to layoff, the Company shall give a five (5) calendar days notice to employees.

11.3 Promotions:

Whenever job openings exist within the bargaining units, CHAMBERLAIN'S will base decisions on credentials, program needs, performance reports to include an individuals progress toward correcting documented performance deficiencies, and overall qualifications. Among employees who meet the above criteria, seniority will be the determining factor in promotions. For purposes of this provision, in job classifications that have lines of progression for advancement classification seniority shall apply.

11.4 Qualifications:

In all situations in this article, employees must be qualified and be in possession of the proper certifications to perform the available work in order to exercise seniority rights.

11.5 Termination of Seniority:

Seniority will be terminated by:

- a. Discharge
- b. Voluntary quit
- c. Twelve (12) consecutive months of layoff
- d. Job abandonment, i.e. two (2) or more consecutive workdays of-no call, and/or second incident of 1 day no-call no-show, and an *employee would be terminating their employment.*
- e. The employer may however, immediately terminate an employee in case of performance, actions, or behavior that create a hazard to clients, fellow employees, or other person; or in case of gross misconduct, dishonesty, insubordination, actions that damage the agency's finances or reputation, unlawful harassment, theft, or any other cause sanctioned by the law.

11.6 Seniority List:

CHAMBERLAIN'S agrees to post a current seniority list at the beginning of July of each year.

ARTICLE 12 - LEAVES

12.1 Personal Paid Leave (PPL)

Paid Leave for Regular Full time employees shall accrue leave based on each regular hour worked as follows:

- 1. From six months to twenty-four months of continuous service.....ten (10)
- 2. From twenty-four month to forty-eight months of continuous service.....fifteen (15)
- 3. After forty-eight months of continuous service.....twenty (20) days per year.

No more than twenty (20) days or 160 hours of leave may be accrued. Employees who have accrued the maximum amount of paid leave shall cease accruing leave until such time as their leave balance falls below the maximum accrual. Any employee currently

over 160 hours will have until December 31, 2010 to PPL time.

12.2 Family and Medical Leave Laws

12.3.1 The Company and the Union agree to- be bound by the state and federal family and medical leave laws.

12.3 Bereavement Leave

CHAMBERLAIN'S shall: provide time so that individuals attending to a death in the immediate family shall be allowed *two days paid bereavement leave* or *four days paid bereavement leave* for an *out of state funeral* to run concurrently with paid time off. Immediate family will be defined as the employee's current spouse, domestic partner, mother, father, son, daughter, sister, brother, grandparent, and current mother-in-law/father-in-law; or grandchildren living under the custody of the employee if the employee is the legal guardian of the grandchild. The name of the domestic partner must be registered in advance, with the Executive Director, using a form provided by the Company. Additional days off without pay may be requested for extenuating circumstances.

12.4 Maternity Leave

Pregnant employees shall have the option of retaining ten (10) days of paid leave prior to being granted a leave of absence without pay.

12.5 Personal Leave

Employees who wish to take a personal leave of absence must put their request in writing and submit it 14 (fourteen) work days in advance to the Executive Director (or designee). CHAMBERLAIN'S will respond to leaves in writing within 5 work days after receipt; those that are approved will contain the beginning and ending dates of the leave. A request for an extension of leave must be in writing by the employee and approved by the Company.

12.6 Voluntary Furloughs

The Union and Company have agreed on a voluntary furlough program whereby employees may volunteer for time off in lieu of a layoff or a reduction of work hours. If employees do not volunteer, CHAMBERLAIN'S has the right to layoff or reduce work hours.

12.7 Union Leave

Employees who need to be absent from work .due to union business shall be have approved leave provided they give the company prior notice to schedule the leave and *the leave is operationally feasible*.

ARTICLE 13 - GRIEVANCE PROCEDURE

Most work-related, problems can be solved by regular, open communication between employees and their supervisors. Occasionally a different approach might be necessary to resolve an issue of concern. Nothing in this agreement would prohibit an employee from discussing an issue of concern with his/her supervisor or the Program Coordinator to resolve the issue quickly at the lowest possible level.

13.1 Grievance Defined

For purposes of this grievance procedure, a grievance is defined as a claim between CHAMBERLAIN'S, and the employee or Union regarding a violation of an expressed provision of the Collective Bargaining Agreement (BA), Supplemental Agreements, and State and Federal law

There shall be no restraint, interference, coercion, discrimination or reprisals against any employee for exercise his/her rights under the grievance procedure.

A copy of the approved grievance form is attached (Appendix 8).

13.2 Step I: Appeal to immediate Supervisor

13.2.1. An employee may present the grievance in any written format either directly or through

his/her Union representative to the employee's immediate supervisor within ten (10) working days following the event or events on which the grievance is based; The immediate supervisor shall make whatever investigation necessary to obtain the facts pertaining to the grievance. Within ten (10) working days after receiving the employee's written grievance, the immediate supervisor shall give the employee a reply in writing.

13.2.2 If the employee is not satisfied with the reply of his/her immediate supervisor, the employee may appeal the grievance to Step II.

13.3 Step II: Appeal to *Program Coordinator* and/or Designee

13.3.1 If the employee desires to appeal the grievance to Step II, the grievance shall be on the forms at Appendix 8, and presented to the Program Coordinator or his/her designee within five (5) working days following the receipt of the immediate supervisor's reply in writing.

13.3.2 The written grievance shall contain a complete statement of the grievance, and alleged facts upon which the grievance is based, the reasons for the appeal the remedy requested, and the specific rules, regulations or statute claimed to have been violated, if any. The grievance shall be signed and dated by the employee.

13.3.3 The Program Coordinator or his/her designee may arrange, or the Union may request, a meeting between the Program coordinator or his/her designee, the employee, and the appropriate Union representative and attempt to resolve the grievance informally; In any event, the Program Coordinator or his/her designee shall give a written decision to the employee within ten (10) working days following receipt of the written appeal to Step II.

13.3.4 If the employee is not satisfied with the decision he/she may appeal the grievance to Step III.

13.4 Step III: Appeal to Executive Director and/or Designee

13.4.1 If the employee desires to appeal the grievance to Step III, the employee shall complete the appropriate appeal section of the grievance form, sign the appeal, and present the grievance to the Executive Director within five (5) working days following receipt of the written decision at Step II.

13.4.2 Within ten (10) working days after receipt of the grievance or appeal to Step III, the Executive Director shall hold a meeting with the employee, the appropriate Union representative and/or the appropriate supervisor to discuss the matter to hopefully reach an early resolution of the dispute. In any event, a written decision shall be given the employee or the appropriate Union representative within five (5) working days following the meeting.

13.4.3 If the Union is not satisfied with the decision of the Executive Director, the appropriate representative of the Union may appeal the grievance to Step IV - Arbitration.

13.5 Step IV: Arbitration

13.5.1 If the grievance has been properly processed through the previous steps of the procedure and not resolved, the appropriate Union representative may appeal the grievance to arbitration. The Union representative shall notify the Executive Director, in writing, within twenty (20) calendar days following receipt by the employee of the written answer at Step III.

13.5.2 Within ten (10) working days following the receipt of the notice of appeal to Step IV, a meeting shall be arranged by the Executive Director with the appropriate Union representative to prepare a joint statement of the issue, or issues, to be presented to the arbitrator. If the

parties are unable to agree upon the issue, or issues, each party will prepare its statement of the issue, or issues, and jointly submit the separate statement of issue, or issues, to the arbitrator for determination.

- 13.5.3 The parties may mutually agree upon the selection of the arbitrator or shall jointly request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to provide a list of seven (7) persons qualified to act as arbitrators.
- 13.5.4 Absent the parties reaching a stipulation as to an arbitrator, within five (5) working days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternatively strike one (1) name from the list until only one (1) name remains, and that person shall be the arbitrator
- 13.5.5 The arbitrator shall hold a hearing on the issue, or issues, submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, or issues, and render an opinion as soon as the hearing concludes. The arbitrator's opinion shall be final and binding on both parties, and shall be limited to the issue, or issues, involved. The parties to the grievance agree that the arbitration hearing shall: 1) not be represented by attorneys at the hearing; 2) shall not use a court reporter; 3) the parties will not file post hearing briefs; and 4) that the parties agree the arbitrator must issue a bench decision on the day of the hearing at the conclusion of the proceedings; and, 5) the parties agree to pay equally the cost of the arbitrator.

The parties further agree that the above listed conditions are principal provisions in the arbitration process that shall be adhered to unless the parties otherwise mutually agree to any other terms.

- 13.5.6 The opinion shall be sent to the Program Coordinator and to the employee, and appropriate representative of the Union.
- 13.5.7 In the event the opinion contains a monetary award which exceeds One Thousand Dollars (\$1000.00), the opinion shall be, advisory only to the Board of Directors. The Board of Directors may, within fourteen (14) calendar days of receipt of the award, elect to review the award and issue a decision adopting or rejecting or modifying the award. If the Board does not elect to review the opinion within the fourteen (14) calendar days, the opinion shall be deemed final and binding on the parties.
- 13.5.8 Witnesses who are employees and on "duty at the 'time of a scheduled appearance before the arbitrator shall be released from duty for the time required to testify.
- 13.5.9 Individual grievant shall be released from duty for the time of the arbitration hearing. One spokesperson shall be permitted to be present for grievances filed by the Union.
- 13.5.10 The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. Extensions to these time limits can be made only in writing signed by representatives of each party.

13.6 Disciplinary Grievances

- 13.6.1 Employees must be disciplined for just cause. When CHAMBERLAIN'S anticipates employee will be terminated or suspended without pay the employee will be offered the opportunity to have a union representative present to discuss the circumstances surrounding the termination or suspension. When an employee must be immediately discharged for serious infractions, for example the health or safety issues, there will be a meeting arranged as soon as possible thereafter between the highest official available for CHAMBERLAIN'S and available for the Union to discuss the circumstances of the discharge.

13.6.2 Grievances involving discharge or suspension of an employee shall, begin at Step Three of the grievance procedure the employee, or the union representative, must complete the paperwork and form from Step II and submit them to the Executive Director Within ten (10) working days of the employee's receipt of the written reason for the discharge.

13.6.3 Any employee charged or suspended shall, within three (3) working days, receive written reasons for such discharge or suspension from CHAMBERLAIN'S; and a copy shall be furnished to the Union if the employee requests.

13.6.4 CHAMBERLAIN'S agrees to implement progressive discipline whenever CHAMBERLAIN'S employees receive discipline. The intent behind discipline is not punitive but corrective in nature. Progressive discipline for purposes of this provision shall follow these steps: 1) Step I: counseling an employee; 2) Step II: a written warning; 3) Step III: a final written warning; and, 4) Step IV: termination. Each disciplinary offense shall have a separate line of progressive discipline. The employer may however, immediately terminate an employee in case of performance, actions or behavior that create a hazard to clients, fellow employees, or other person; or in case of gross misconduct, dishonesty, insubordination, actions that damage the agency's finances or reputation, unlawful harassment, theft, or any other cause sanctioned by the law. Employees have the right to grieve any discipline from the fourth step on. Under no circumstances does this provision restrict the Employer's right under Article 5.

13.7 General Provisions of Grievance Procedure

13.7.1 Where the law does not require the exhaustion of administrative remedies, the Union agrees that it will not initiate or pursue any, other avenue of redress on any matter properly within the scope or representation, except through the provisions of this grievance procedure, including arbitration. Likewise, unless, a law requires the exhaustion of administrative remedies, employees shall, redress their claims against CHAMBERLAIN'S for the violation of any law, statute, regulation or term of this Agreement through the provisions of this grievance procedure, including arbitration.

13.7.2 Working days as used in this Article shall be defined as Monday through Friday, except for holidays defined by this Agreement.

13.7.3 The parties hereby agree that an arbitrator's award issued pursuant to this grievance procedure shall be considered a judgment and the arbitrator's opinion shall be final and binding on both parties. The arbitrator selected shall not have the jurisdiction to add to, subtract from, change, alter or modify any of the terms of this Agreement.

If the employee or Union does not file the grievance or appeal within the deadlines specified in this procedure, the grievance shall be dropped.

ARTICLE 14 – SUCCESSOR CLAUSE

It is understood and agreed that no merger, purchase, sale, transfer, assignment or consolidation shall terminate or suspend this contract or relieve a transferee, purchaser, successor, or assignee, from the obligation to comply with the terms and conditions of this contract.

ARTICLE 15 – LIGHT DUTY

When, due to job related injury or illness, an employee is unable to perform his/her normal duties; the employee may work in light/limited duty capacity if the facility determines such work is available. Employees will work light/limited duty only upon the authorization of the employees attending physician or a properly appointed Company physician, and only to the extent that the employees

illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees. If light/limited duty is available and an attending physician to perform such work clears the employee, he/she shall be required to accept light/limited duty. The shift worked by the employee shall be determined in accordance with the best interest of the company and clients. Every effort shall be made to accommodate an employee's regularly scheduled work shift.

ARTICLE 16 – HOLIDAYS

The following days shall be designated as paid holidays: New Years Day, President's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, , Christmas Day, Eligible Employees (defined by employees working a minimum of 30 hours per week) having to work on these days shall receive regular rate of pay in addition to the holiday pay.

- 16.1 In those years when a designated holiday falls on a Saturday; the preceding Friday will be observed; if a designated holiday falls on a Sunday, it will be observed on the following Monday.
- 16.2 During the duration of this contract, if Chamberlain's Children Center receives additional funding that would fund an additional paid holiday, as determined by the Board of Directors, then bargaining unit members shall receive one time paid holiday. Said holiday shall be a floating holiday to be scheduled with the approval of an employee's supervisor. Chamberlain's Board of Directors will determine the amount and method of distribution.
- 16.3 During the duration of this contract, if Chamberlain's Children Center receives additional funding that would fund an additional paid holiday, as determined by the Board of Directors, then bargaining unit members shall receive one time paid holiday. Said holiday shall be a 'floating' holiday to be scheduled with the approval of an employee's supervisor. Chamberlain's Board of Directors will determine the amount and method of distribution.

ARTICLE 17 – GENERAL PROVISIONS

17.1 Joint Partnership in Securing Funding

The Union shall work with CHAMBERLAIN'S to seek additional funding for Chamberlain's Children center, Inc. (CHAMBERLAIN'S). Before the Union initiates action it may request CHAMBERLAIN'S to meet and confer with the Union to predetermine purpose and use of any new funds to be sought.

17.2 Funding Allocated for Employees' Expenses

CHAMBERLAIN'S will continue to pursue additional funding specifically for employee benefits, education and training, and retention incentives.

ARTICLE 18 – PENSION BENEFITS

CHAMBERLAIN'S shall continue to make available a Retirement Savings Plan to full time employees. The union agrees that CHAMBERLAIN'S may at its sole discretion contribute to the employee's retirement plans. The terms specifying employee eligibility for contributing to and participating in the plan are set forth in the summary plan description that is made available to all employees.

ARTICLE 19 – REST AND LUNCH PERIODS

CHAMBERLAIN'S shall provide the following rest and lunch breaks.

- 1) Two (2) paid rest periods not more than ten (10) minutes shall be normally granted during an eight (8) hour shift as determined by their shift leader. An additional rest period of not more than ten (10) minutes may be granted at the discretion of the department head during a ten (10) hour shift. A part-time employee shall normally be granted one ten (10) minute rest period for each work period of four (4) hours or more, not to exceed two (2) rest periods per day. For employees who do not have a lunch break there shall be two (2) paid rest periods of not more than fifteen (15) minutes during an eight (8) hour shift.
- 2) Lunch periods of up to one half (1/2) hour shall be provided *where operationally feasible* to employees working at five (5) or more hours shifts.

ARTICLE 20 – HIRING PROCEDURES/PROMOTIONS

CHAMBERLAIN'S shall make available for employees at each work site, a copy of existing policies/procedures on the posting of vacancies and promotional opportunities.

- 20.1 CHAMBERLAIN'S shall post the job opening for five (5) calendar days. Any employee who meets the specific qualifications may apply. If more than one employee bids for the job, the senior employee shall be awarded the job among those employees who are qualified to perform the job.
- 20.2 All employees entering a new position shall receive the training needed to perform the job in an efficient and safe manner.
- 20.3 If the employee elects not to remain in a new job he/she shall be allowed in the first two weeks to go back to their previous job if the job is still available. If Chamberlain's elects to have the employee removed from the newly acquired job, then Chamberlain's must provide the reasons in writing to the employee.
- 20.4 If CHAMBERLAIN'S denies an employee a job opening, then CHAMBERLAIN'S must inform the employee.

ARTICLE 21 – PART-TIME EMPLOYEES

Regular part-time employees shall receive prorated benefits mandated by law. Part-time employees shall be employees who work less than thirty hours a week. For the purpose of seniority length of service will be the determining factor regardless of full or part-time status.

ARTICLE 22 – PROBATIONARY PERIODS

All employees hired into shall serve an initial probationary period of six (6) months. CHAMBERLAIN'S, at its option, can extend a probationary employee for additional up to ninety (90) days upon written notice to the employee. Such written notice shall include reasons for the extension and identify areas of improvement the employee must make. Termination during or at the end of the probationary period, to include extensions, are not subject to the grievance procedure.

ARTICLE 23 – NO STRIKE, NO LOCKOUT

employees it represents will engage in, encourage, sanction, support, any job or other actions (for example, sit-down, stay-in, sick-out, slow-down), or strike which would involve suspension of or interference with normal work of CHAMBERLAIN'S operations. Any employee engaged in such action shall not be entitled to any benefits that occur or accrue during that term and shall be subject to discipline or discharge. Nothing in this provision prevents an employee to exercise their protected rights under Local, State or Federal labor laws.

In the event of any job actions as described, above, the Union will immediately notify involved employees that the action(s) is in violation of this section, and direct them to cease the action(s).

CHAMBERLAIN'S agrees that it will not lock out its employees for the duration of this Agreement.

ARTICLE 24 – FULL UNDERSTANDING, MODIFICATION, & WAIVER

This Collective Bargaining Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded & terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Collective Bargaining Agreement. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.

No agreement, alteration, understanding variation, waiver, or modification of any of the term or provisions contained herein shall in any manner be binding Upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by Chamberlain's Children Center, Inc. and SEIU Local 521 The waiver of any breach, term, or condition of this collective Bargaining Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

The Collective Bargaining Agreement may be re-opened to renegotiate health benefits if needed based on insurance rates and available funding.

ARTICLE 25 – SAVINGS PROVISION

If any provisions of this Collective Bargaining Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law or an agency of the State and/or Federal Government, but all other provisions will continue in full force and effect.

ARTICLE 26 – TERM OF AGREEMENT

2 Years (July 1, 2010 – June 30, 2012)

APPENDIX B: GRIEVANCE FORM

SEIU Local 521 Grievance Form

Date Grievance Occurred or was discovered:

Grievant's Name: Job Classification:

Bargaining Unit: CHAMBERLAIN'S

Address: | Phone:

Supervisor: |

Meeting With Supervisor:

Reply Date:

Nature of Grievance:

Specific Violation:

Remedy Requested:

Grievant's Signature

Steward/Rep. Signature |

Date filed at: Step 2: _____

CHAMBERLAIN'S Response:

Date filed at: Step 3: _____

CHAMBERLAIN'S Response:

Date filed at: Step 4: _____

Arbitration

APPENDIX C: WAGE/SALARY SCHEDULE

A) CHILD CARE WORKER/FAMILY WORKERS

EXPERIENCE	CCW PRE CERT.	CCW I	CCW II	CCW III
1) 0-12 MONTHS	\$8.00	\$9.00	\$9.56	\$11.39
2) 12-23 MONTHS	\$8.50	\$9.27	\$9.98	\$11.82
3) 24-47 MONTHS	\$8.75	\$9.70	\$10.42	\$12.28
4) 48 OR 60 MONTHS	\$9.25	\$10.93	\$11.61	\$13.50
5) 60 OR MORE MONTHS	\$9.53	\$11.50		\$13.91
WITH 60 COLLEGE UNITS				
1) 0-12 MONTHS	\$8.47	\$9.62	\$10.34	\$12.20
2) 12-23 MONTHS	\$9.06	\$10.08	\$10.79	\$12.66
3) 24-47 MONTHS	\$9.24	\$10.67	\$11.36	\$13.25
4) 48 OR 60 MONTHS	\$10.24	\$12.07	\$12.72	\$14.65
5) 60 OR MORE MONTHS	\$10.55	\$13.07		\$15.09

B) OFFICE WORKERS

- 1) \$1,948.36
- 2) \$2,212.79
- 3) \$2,299.09

BI) OFFICE WORKER TRAINEE—PREVAILING MINIMUM WAGE

NON-BARGAINING

C) ADMINISTRATIVE ASSISTANT

EXPERIENCE		
1) 0-23 MONTHS	\$2,443.62	
2) 24-47 MONTHS	\$2,550.89	NON-BARGAINING
3) 48 OR MORE MONTHS	\$2,664.67	

D) COTTAGE SUPERVISOR/FAMILY WORKER SUPERVISOR

EXPERIENCE		
1) 0-23 MONTHS	\$2,443.62	
2) 24-47 MONTHS	\$2,550.89	NON-BARGAINING
3) 48 OR MORE MONTHS	\$2,664.67	

E) MAINTENANCE SUPERVISOR (NON-BARGAINING)

- 1) 0-23 MONTHS \$1,953.37
- 2) 24-47 MONTHS \$2,298.07
- 3) 48 OR MORE MONTHS \$2703.60

EI) MAINTENANCE WORKER

- 1) 0-23 MONTHS \$1,790.12
- 2) 24-47 MONTHS \$1,897.62
- 3) 48 OR MORE MONTHS \$2,130.79

F) TEACHERS

WITHOUT LICENSE/CREDENTIAL
\$3,399.51-\$3,969.44

WITH LICENSE/CREDENTIAL MUSIC & ART
\$3634.09-6,141.91 \$20-\$30 HOUR DOQ

TEACHER BENEFIT PACKAGE

NON BARGAINING

G) *CASE MANAGER-WITHOUT LICENSE

\$3,238.96-\$3,853.00

*WITH LICENSE

NON BARGAINING \$3,576.78-\$4,238.15

H) DIRECTORS/MANAGEMENT

*DOQ

NON BARGAINING

*PROFESSIONAL/MANAGEMENT BENEFIT PACKAGE

This Collective Bargaining Agreement represents the entire Agreement between the Company and SEIU Local 521 on subjects contained herein and shall become in full force and effect, unless otherwise noted, on July 1, 2010 and shall continue in full force and effect until midnight June 30, 2012, and will thereafter continue in effect until the parties reach agreement on a successor. The Union shall present the Company with its requests for negotiations on the items within the scope of representation no later than April 30, 2012. The Company and Union shall begin the negotiation process no later than June 1, 2012.

IN WITNESS WHEREOF,
the parties hereto have caused this Memorandum of Understanding to be executed by affixing their signatures below.

Chamberlain's Children Center Inc (CHAMBERLAIN'S)	Service Employees International Union (SEIU) LOCAL 521
	
Robert Freiri Executive Director	David Diaz Internal Organizer, SEIU Local 521
Patrick Ellis Program Director	Rachel Hernandez Bargaining Member
	



Service Employees
International Union
CTW-CLC

SAN JOSE H.Q.
2302 Zanker Road
San Jose, CA 95131
Phone: 408-678-3300
Fax: 408-954-1538

Phone: 408-678-3398
(Vendors)

BAKERSFIELD
1001 17th Street
Bakersfield, CA 93301
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Fax: 661-325-7814

FRESNO
5228 E. Pine Avenue
Fresno, CA 93727
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Fax: 559-261-9308

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WATSONVILLE**
517B Mission Street
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Fax: 831-459-0756
Fax: 831-724-9095
(Watsonville)

**SALINAS/
HOLLISTER**
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Phone: 831-784-2560
Fax: 831-757-1863
Phone: 831-636-3455
Fax: 831-636-0787
(Hollister)

SAN CARLOS
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HANFORD**
1811 W. Sunnyside Ave.
Visalia, CA 93277
Phone: 559-635-3720
Fax: 559-733-5006
Fax: 559-582-3510
(Hanford)

www.seiu521.org

KNOW YOUR RIGHTS

The U.S. Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview that may lead to disciplinary action. These are called your Weingarten Rights.

1. You must request that a Union representative be called into the meeting.
2. You must have reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your Union representative prior to the meeting to get advice.
4. Do not refuse to attend a meeting if a Union Steward is requested, and management denies the request. We suggest that you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, we suggest that you not answer any questions, and take notes.

READ THIS STATEMENT TO MANAGEMENT:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union representative, officer, or steward be present at the meeting. Without representation, I choose not to answer any question."

"This is my right under a U.S. Supreme Court decision called Weingarten."