

# Collective Bargaining Agreement

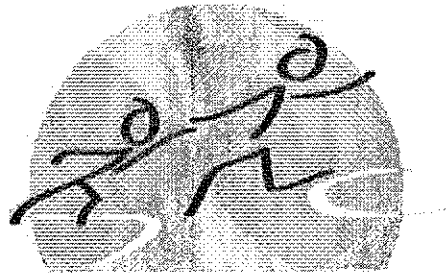
Between



**SEIU Local 521**

Service Employees International Union, CTW, CLC

and



**COMMUNITY BRIDGES**  
Puentes de la Comunidad  
**Community Bridges**

August 1, 2014 - July 31, 2015

# MEMORANDUM OF UNDERSTANDING

Between

**LOCAL 521  
SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC**

And

**COMMUNITY BRIDGES**

August 1, 2014 – July 31, 2015

## **1.0 INTRODUCTION**

This Collective Bargaining Agreement is entered into between Community Bridges (hereinafter referred to as "Community Bridges") and SEIU Local 521, CTW-CLC (hereinafter referred to as "SEIU"). Community Bridges is a California Nonprofit Public Benefit Corporation which is exempt under Internal Revenue Code §501c3 as a charitable organization. Community Bridges and SEIU agree that harmonious Labor-Management relations are to be promoted and furthered to fulfill Community Bridges' mission to provide the highest quality, essential services to the community and clients.

Unless otherwise specified herein, all provisions of this agreement shall become effective August 1, 2014 and shall terminate July 31, 2015.

## **2.0 RECOGNITION**

### **2.1 Exclusivity**

Community Bridges recognizes SEIU as the exclusive bargaining agent for all employees of Community Bridges, excluding management, supervisory and confidential positions as defined by National Labor Relations Board (NLRB) regulations, and those employees currently represented by the United Transportation Union.

The Union shall be given ten (10) working days advance notice of any significant personnel matter, ordinance, rule, resolution, regulation, or action affecting wages, benefits, and/or working conditions related to matters within the scope of representation, unless the nature of the matter requires more immediate remedy.

The Union shall be given the opportunity to meet and confer with Community Bridges representatives prior to adoption by management or the Agency's Board of Directors.

### **2.2 Payroll Deductions**

Upon receipt of a signed authorization from an employee, the regular monthly dues shall be deducted from an employee's pay. SEIU shall notify Community Bridges of the amount of dues to be deducted. Half of the monthly dues shall be deducted each pay period from SEIU members and Community Bridges shall remit said dues to SEIU by the 15<sup>th</sup> of the following month. SEIU will pay Community Bridges an administrative fee of thirty-five dollars (\$35) per pay period for overtime, when it is actually required to perform dues deduction in

addition to those in CDD, until the Union has a single dues rate, e.g. a single set percentage of base wages.

SEIU shall provide to Community Bridges a dues schedule. SEIU shall notify Community Bridges thirty (30) days in advance of any changes to the dues fee schedule.

### **2.3 Status Reports**

Community Bridges shall provide quarterly dues deductions status reports, and monthly termination/new hire member reports to SEIU.

### **2.4 COPE**

Workers may voluntarily elect to have contributions deducted from their pay checks for the Local 521 COPE fund. Such deduction shall be made upon signed authorization from the worker and shall be continued until such authorization is revoked in writing. Community Bridges shall transmit to SEIU such deductions on a check separate from regular dues deductions.

## **3.0 UNION ACTIVITIES**

### **3.1 Stewards**

Community Bridges agrees that SEIU shall be permitted to maintain one steward (and one alternate steward) per worksite, including administration, with one steward at MOW administration and one steward for MOW drivers. Stewards receive and investigate complaints, assist in the resolution of grievances or potential grievances, and see that the terms and conditions of the contract are observed.

Each steward (or their alternate) shall be allowed an average of two (2) hours per month of paid release time, to conduct the above described SEIU business with at least five (5) working days' notice if possible so the supervisor can provide for adequate coverage. The work of the steward shall not result in overtime pay. Should time for processing of grievances or disciplinary appeals exceed an average of two hours per month, additional time may be approved upon mutual agreement.

In the event that a steward assigned to represent a certain work location is not available, an employee may contact any other steward to assist him/her. If an employee has a reasonable belief that s/he may be called into a meeting with her/his supervisor for disciplinary reasons, the employee has the right to contact a steward to attend the meeting with him/her.

### **3.2 Negotiating Team**

Community Bridges recognizes up to one (1) employee and one (1) alternate per program to serve on the SEIU negotiating team for purposes of collective bargaining. Community Bridges' negotiating team shall also consist of three members of Administration and up to one (1) from each program and optional alternate member.

At the start of the negotiations, both the Agency Human Resources Department and SEIU Local 521 shall inform the negotiating team members' direct supervisors of the need for release time and the negotiations schedule. During the course of the negotiations session, however, each negotiating team member

(or their alternate) shall be responsible to request his/her release time off from their direct supervisor.

### **3.3 Facilities**

SEIU shall have access to Community Bridges facilities for membership meetings for representation purposes with prior approval. Access is subject to Community Bridges leases, rental agreements, and general use protocols.

### **3.4 Joint Labor-Management Committee**

- (a) The employer and the Union recognize that there may be employee issues that arise outside the scope of this agreement. The parties also recognize that those issues which might arise should be processed in a fair and timely manner and with a mutually agreeable resolution. To that end, Community Bridges and its represented Union members shall form a Joint Labor-Management Committee.
- (b) This Committee will consist of not more than three (3) management and SEIU representatives each.
- (c) Meetings will be held on an as-needed basis. Meetings will be held at mutually convenient times and locations. The Union representatives shall not suffer loss of pay to participate in the Joint Labor-Management Committee. One purpose of the Committee is to assure that Union worker's input is available to the Board of Directors.
- (d) **Release Time**  
The three Joint Labor-Management Committee representatives shall be released with pay for a maximum of two hours per month to prepare for Labor-Management Committee meetings.

Joint Labor-Management Committee representatives shall additionally have the opportunity to meet with Union members in conjunction with staff meetings, as possible, to provide information and gather input.

The Agency shall make every effort to convene all three members of the LMC-Union Team, consisting of three SEIU members and one SEIU Field Representative, for the scheduled meeting, regardless of whether some committee members' programs may not have an immediate issue to resolve at that meeting.

Each Joint-Labor Management Committee member (or their alternate) is responsible to request their own release time off from their direct supervisor. The Agency and the Union shall, however, work with the

program directors and/or supervisor if any issues arise due to the release time off.

(e) **Hiring Committees**

Subject to availability of on-call substitutes, an interview committee for any represented position and the Site Supervisor position shall consist of at least one (1) Union member from the classroom worksite where the position exists. Unit members who are part of the interview committee shall be accorded all respect and consideration as fully participating members of the interview committee. Two (2) unit program members shall similarly participate in any interview committee(s) for a Program Director position. An interview committee for the CEO position shall contain at least one (1) Union member; selected by the Union negotiating committee.

**3.5 Bulletin Boards**

SEIU shall be provided adequate, visible and accessible space on bulletin boards for communication and posting of notices approved by the Union. It shall be the Union's responsibility to maintain the information posted on the bulletin board/display space and these shall be clearly marked as Union Bulletin Board/Display Space.

**3.6 Distribution**

SEIU may use all normal channels of communication with its members. SEIU may distribute official SEIU material to represented workers such as interoffice mail, email and fax of Community Bridges. Use of interoffice mail does not bind Community Bridges to continue providing interoffice mail. SEIU acknowledges use of Community Bridges' interoffice mail carries with it no expectations of privacy except for sealed envelopes marked "confidential." SEIU and its members shall not use agency copiers and materials without notifying Community Bridges, accounting for, and paying for such costs.

**3.7 Collective Bargaining Agreement Manuals**

Collective bargaining agreements reached between the Agency and the Union shall be reproduced upon ratification of said agreement. Collective Bargaining Agreements reached between the Agency and the Union shall be borne equally between both parties. Community Bridges will be responsible for the cost of reproducing manuals for all non-represented members who require a copy. SEIU Local 521 will be responsible for the cost of reproducing manuals for all represented SEIU Local 521 members.

**3.8 SEIU Representatives**

SEIU representatives, who are identified by SEIU to Community Bridges as authorized to represent the members, shall be permitted to enter the facilities of Community Bridges with concurrent notice to the Program Director, or their

designee, for representation purposes. This right will be exercised reasonably and will not interfere with clients or interrupt workers in the performance of their duties. SEIU representatives will follow the same visitor procedures as established at each worksite.

### **3.9 SEIU Leave and Time Off**

Community Bridges recognizes that employees who are volunteer leaders in SEIU play an important role in the development and maintenance of harmonious labor relations. Further, the Community Bridges acknowledges that effective representation requires participation in training and SEIU activities and that reasonable time off without pay should be available for such purposes. Granting or denying the request shall be at the discretion of their immediate supervisor (or PD) to assure that program services are not disrupted. Denial shall not be arbitrary or capricious, and the reason for the denial shall be given in writing to the worker. Workers shall give at least ten (10) working days' notice to their immediate supervisor (or PD) before participating in any activities during work hours.

## **4.0 UNION SECURITY**

### **4.1 Agency Shop**

As a condition of employment, all workers covered by this agreement and hired on or after its effective date, shall within fifteen (15) calendar days following the beginning of such employment, become and remain members in good standing (or service fee payers) in SEIU.

Workers who are required hereunder to maintain membership or fee payer status and fail to do so and workers who are required hereunder to join SEIU or become service fee payers and fail to, shall be suspended by Community Bridges. This shall begin the process of termination within five (5) working days from receipt of notice in writing from SEIU.

### **4.2 Relationship Affirmation**

Community Bridges and SEIU recognize their obligation to cooperate with each other to maximize service of the highest quality to members of the community, consistent with their obligations to their employees and members. Community Bridges and SEIU affirm the principle that harmonious Labor-Management relations are to be promoted and furthered.

## **5.0 CONFIDENTIALITY**

The purpose of this policy is to protect the privacy, dignity and rights of Community Bridges clients and staff. It is not intended to prohibit the communication to supervisors or the Union of information relevant to program operation, safety, or Union representation. Employees shall treat all information received in the course of their work in a responsible and judicious manner. Employees shall neither disclose nor use for their personal interest confidential information acquired by them in the course of their duties. Employees who disclose or use for their personal interest sensitive/confidential

information regarding clients, staff, program, or Agency issues except in the course of protected Union activity will be subject to adverse action.

## **6.0 MANAGEMENT RIGHTS**

**6.1** The exercise of the powers, rights, authority, duties, and responsibilities by the Agency, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

**6.2** It is understood and agreed that the Agency retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and level of services to be provided and the methods and means of providing them; establish its policies, goals and objectives, ensure the rights of our clients; determine staffing patterns; determine the kinds of personnel required; maintain the efficiency of Agency operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work, which is not normally performed by the bargaining unit and is for less than twenty (20) hours per week, or is for limited term projects with set end dates which do not exceed one (1) year, and take any action on any matter in the event of an emergency.

In addition, the Agency retains the right to hire, classify, assign, promote, reprimand, and terminate employees, consistent with the relevant terms and conditions of this Agreement

**6.3** The exercise by management of the rights and discretion as described herein shall not be subject to the grievance/arbitration procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this contract.

## **7.0 NO DISCRIMINATION/HARASSMENT**

### **7.1 No Discrimination**

It is the policy of Community Bridges, that no person shall on the grounds of age, race, color, gender, national origin, marital status, religion, sex, sexual preference or orientation, ancestry, physical or mental disability, medical condition, political affiliation, status as a veteran, or any other non-job related factor, be denied the full benefits of, be subjected to discrimination under, or be denied employment with any Community Bridges programs or activities. This includes, but is not limited to, recruitment, hiring, promotion, discipline, transfer, compensation, assignment, benefits, training, layoff and recall practices.

Affirmative action shall be taken to achieve diversity and maintain this policy of Equal Opportunity.

**7.2** No person in the service of Community Bridges or person seeking admission to the service shall be appointed, demoted, removed, or in any way favored or discriminated against because of her/his age, race, creed, marital status, religion, physical or mental disability, medical condition, color, sex, sexual preference or orientation, marital status, national origin, gender, status as a veteran, or political or religious opinions or affiliations.

**7.3** Neither Community Bridges nor SEIU shall interfere with, intimidate, coerce or discriminate against Community Bridges employees because of their exercising their rights to form, join, and participate in the activities of SEIU, or exercising their rights to refuse to participate in the activities of SEIU.

**7.4 No Harassment**

It is the policy of Community Bridges to maintain an employment environment free from harassment which has the effect, either directly or indirectly, of discriminating against individuals on the basis of age, race, creed, marital status, religion, physical or mental disability, medical condition, color, sex, sexual preference or orientation, national origin, gender, status as a veteran, political or religious opinions or affiliations or Union activity.

Harassment is defined as any persistent disturbance of an employee on any of these bases without limitation in any of the following forms:

- (a) Verbal abuse e.g., epithets, derogatory comments or slurs;
- (b) Physical abuse e.g., assault, impeding or blocking movements, or any physical interference with normal work or movement, when directed at an individual in the context of discriminatory harassment;
- (c) Visual forms of abuse, as determined by workplace standards that do not have serious literary, artistic, political, or scientific value, e.g., derogatory posters, cartoons or drawings, leering, staring or obscene gestures; or
- (d) Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:
  - (1) Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment,
  - (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual,
  - (3) Such conduct tends to have the purpose or effect of unreasonably interfering with an individual's work performance or to create an intimidating, hostile, or offensive working environment, or



- (e) Any other conduct which has been identified by law as constituting harassment.

It is the policy of Community Bridges that such harassment shall not be tolerated, condoned or trivialized, and that any Community Bridges employee who violates this policy shall be subject to appropriate disciplinary and/or adverse action, as described in these policies.

Reports of harassment shall be taken seriously and promptly investigated by management who will take whatever action is necessary to stop the harassment. Results of the investigation and corrective measures taken will be communicated to the employee reporting the harassment with concurrent copy to the Union to the extent allowed by law, including the Health Insurance Portability and Accountability Act (HIPAA). No employee shall be disciplined for reporting harassment or facts that may constitute harassment. Any retaliation on the part of the harasser shall be grounds for immediate termination.

#### **7.5 Conflict of Interest and Nepotism**

- (a) No persons shall hold a job over which a member of her/his immediate family may exercise supervisory authority. A member of the immediate family is defined as any of the following: husband, wife, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, daughter-in-law, son-in-law, and those engaged in conjugal-type relationships.
- (b) No person shall hold a job while a member of her/his immediate family serves on a board, council, committee, of the major policy-making body of a granting agency, which either by rule or by practice, regularly nominates, recommends, screens, or selects candidates for employment at Community Bridges.
- (c) No person shall be allowed to participate in a Community Bridges hiring committee if they have a personal/intimate relationship with an applicant.

### **8.0 WAGES**

#### **8.1 Wages**

Wages for all bargaining unit members for the life of the contract are contained in Appendix A and Appendix B.

These wages assume all job titles and qualifications that are currently in use by Community Bridges.

#### **8.2 Step Increases**

A step increase of 3.5% shall take effect twelve (12) months after an employee's hire date. Subsequent step increases of 3.5% shall take effect after every twelve (12) months of employment since their last step increase subject to a ten (10) step maximum as shown on Appendix A and Appendix B. On-call employees must work either one (1) year or five hundred (500) hours, whichever comes

latest, to be eligible for a step of three and a half (3.5%) percent up to the ten (10) step maximum as shown on Appendix A.

The Agency and the Union shall meet and confer no later than January 2015 to discuss the implementation of the step increase for all Elderday employees based on the budgetary status of the program.

(a) **Y-Rated Positions**

All employee's currently Y-Rated at eleven dollars and twenty-two cents (\$11.22) per hour will move to the next step above eleven dollars and twenty-two cents (\$11.22) on the salary schedule (Appendix A) at their next annual step increase date. Those currently at eleven dollars and twenty-two cents (\$11.22) will move to the next step on the Community Bridges Pay Schedule, if eligible. This will not necessarily be 3.5%.

(b) **Hiring at Greater than Entry Level**

The HR Director may authorize that a candidate be hired into a job classification at a salary level higher than the entry level, based on meeting one or more of the following criteria:

- (1) There must be a demonstrated hardship in the recruitment efforts for that job classification;
- (2) The qualified candidate's last salary and benefits combined must have been greater than the entry level salary and benefits combined for the job; and
- (3) The candidate's experience, education and expertise must clearly exceed the minimum qualifications required for the job.

The HR Director may authorize that a position salary be advertised during recruitment as being negotiable over the range of salary Steps I through IV. After successful recruitment, the HR Director and hiring authority may then recommend to the CEO on the basis of the criteria above that a candidate be hired at other than the entry level salary.

The Union shall receive notice of all such hires. In any eighteen (18) month period when a majority of initial hires in a job class are placed above entry level on the salary schedule, the parties will meet to review the assigned salary and recommend adjustments as needed.

### **8.3 Differentials**

(a) **Bilingual/Biliterate Differential**

The Employer will provide an hourly bilingual differential of forty cents (\$.40) to any worker in a bilingual or preferred position who has qualified for bilingual assignments by passing the bilingual exam. The employer will provide an hourly bilingual/biliterate differential of fifty cents (\$.50) to

any worker who has qualified by passing the bilingual and biliterate exams and is in a position requiring biliterate skills.

(b) **Meal Delivery Differential**

A twenty-cent (\$.20) per hour differential shall be paid to meals drivers when they use their own car for deliveries.

(c) **On-Call Differential**

A twenty-cent (\$.20) per hour differential shall be paid to all on-call workers.

(d) **On-Site Differential for CDD Workers**

A twenty-cent (\$.20) per hour differential shall be paid to Child Development Division workers for each shift that they are required to stay on site for all breaks during that shift.

(e) **Longevity**

A fifteen (15) year longevity differential of seventy-five cents (\$.75) per hour shall be effective on the anniversary of completing fifteen (15) years of service. An employee working for the Agency for fifteen years, even if in a different classification in the bargaining unit, will be considered eligible upon review of their service hours.

(f) **Cost of Living Increases**

The salary schedule for all bargaining unit members shall increase by the following cost-of-living adjustments:

Effective upon ratification of this agreement, but no later than the first pay period in August 2014, bargaining unit employees shall receive a half percent (.5%) cost of living adjustment.

(g) The HR Director may authorize that current employees who meet the requirements into a job classification be placed at a greater rate than entry level. The employee can be placed at a rate up to the 6<sup>th</sup> step as defined in the salary schedule, based on meeting one or more of the following criteria:

- 1) There must be a demonstrated hardship in the recruitment efforts for that classification;
- 2) The qualified employee's last salary and benefits combined must have been greater than the entry level salary and benefits combined for the job; and
- 3) The employee's experience, education and expertise must clearly exceed the minimum qualifications required for the job.

**8.4 Work out of Class**

Except in rare and extreme cases, assigned tasks shall be related to the positions normal function. Workers who agree to perform work in a classification with a higher salary range or workers who agree to perform duties for more than two (2) total cumulative hours, which do not reasonably relate to the worker's

classification, shall receive a minimum five percent (5%) for performance of said duties.

Work out of class assignments are temporary and shall not be made to fill vacant positions except for periods of leave or during a period required to accomplish recruitment and selection.

(a) **Child Development Division**

The Employer will make every attempt to fill Child Development Division teaching positions with those workers who have the proper legal credentials. In an emergency, a worker may, in order of seniority, be asked to work in an area for which she is not credentialed. In these rare and extreme cases a lower level worker may agree to fill in on a temporary basis, within state licensing requirements. The worker will be compensated for working out of class as provided in Section 8.4.

**8.5 Supervision of CDD Substitutes**

Substitute coverage will be provided for the Site Supervisor to provide training to each new substitute during substitute orientation. During the first six (6) months of employment all Substitute Teachers who are working to provide release coverage shall be assigned to work directly with the Site Supervisor when practicable. Otherwise the Site Supervisor will frequently check in during the day with the Teacher/Associate Teacher in case assistance is needed with training of the substitute. A Site Supervisor may appoint a Lead Teacher to supervise the Substitute. Lead Teacher will be compensated for working out of class as provided in SEIU Contract 8.4.

A set of "Substitute Guidelines" will be provided to all substitutes. Guidelines will be posted and contain site-specific rules as well as general child supervision and safety practices and protocols.

**8.6 Substitute Associate Teacher Pay Rate**

Substitute Associate Teacher/Teachers base pay shall be increased to eleven dollars and fifty-five cents (\$11.55) effective October 1, 2007, plus they will also be eligible for the on-call differential of twenty-cents (\$.20) per hour.

**9.0 BENEFITS**

**9.1 Medical Benefits**

(a) The Employer will provide a fully paid, comprehensive medical plan, including dental and vision, available to full-time, regular status employees working 30 hours a week or more. These medical benefits begin the first full month of employment and continue to the end of the month in which employment ends. All regular status employees working a minimum of 20 hours per week hired prior to the execution of this agreement will be considered "grandfathered" and not subject to this requirement.

(b) **Continuation during Unpaid Leave**

Employees will have the option to continue their health insurance benefits while on an unpaid leave. Cost of said benefits will be borne by the employee until she/he returns to work.

(c) **IRS Section 125 Flexible Benefits**

Both parties agree in concept. The Employer needs to assess administrative cost to administer such a plan. IF the administrative costs are acceptable to the Agency, the Agency will implement the IRS Section 125 Flexible Benefits effective January 1, 2009.

**9.2 Long-Term Disability**

Upon execution of this agreement, the employer will meet with the negotiations team to determine the financial feasibility of and to create, if funds allow, a long-term disability plan.

**9.3 Life Insurance**

The Employer will continue to provide a minimum of fifteen thousand dollars (\$15,000) life insurance coverage.

**9.4 401K Plan**

The Employer shall provide a 401K plan for members who choose to participate through payroll deductions. When a worker contributes to the 401K Plan, the Employer will concurrently contribute an equal amount up to a maximum of one percent (1%) of the worker's gross wages. Employees electing to make contributions to the 401K Plan are eligible to participate after completion of their probationary period and the next Open Enrollment Period thereafter.

**10.0 MEAL AND REST PERIODS**

**10.1 Meal and Rest Periods**

Meals and rest breaks will be scheduled in conformance to State labor law. Following are guidelines for scheduling rest breaks and lunches:

- (a) A paid fifteen (15) minute rest break for each four (4) hours worked will be made available.
- (b) If an employee works more than five (5) hours and up to eight (8) hours, he/she is required to take a thirty minute (30) lunch break. It is Community Bridges policy that lunch breaks be paid.

<b>Hours Scheduled</b>	<b>Rest Periods Required</b>	<b>Lunch Breaks Required</b>
1 to 3.5	0	0
Over 3.5 to 5	1	0
Over 5 to 6	1	1
Over 6 to 9	2	1

**10.2** Workers shall be able to take their breaks in an area away from the Agency's clients. Being required to serve meals to and eat with clients does not constitute a meal break.

## **11.0 WORK HOURS**

### **11.1 Work Week**

A full-time worker is regularly scheduled for at least eight (8) hours per day or forty (40) hours per week. The standard workweek consists of five consecutive days of work (Monday-Friday), unless otherwise stated in their job description, with two consecutive regular days off (Saturday and Sunday).

### **11.2 Tardiness**

Employers require employees to be at work on time, ready to perform the duties of their position. An employee is considered tardy when he/she fails to report to duty at the time scheduled and/or fails to return to duty promptly at any point during their normal schedule.

### **11.2 Child Development Division**

Workers' shifts shall be as identified in Appendix C. Teacher/Association Teacher's shifts shall be eight (8) hours per day, including a one (1) hour paid break, a thirty (30) minute meal break and two (2) fifteen (15) minute rest breaks taken on-site approximately mid-way through the shift, and one half-hour release time.

A separate space away from the children shall be provided for breaks. When there are six (6) teachers present, a single worker may leave the worksite for a maximum of thirty minutes per day during their assigned break, otherwise workers must be within earshot of the center. Workers are expected to rotate off-site breaks if possible. When more than one worker requests to leave the worksite, seniority shall be the determining factor. When workers are on break on-site they are on stand-by and may be called back to work in case of emergency. Workers shall receive the on-call differential of twenty cents (\$.20) per hour for each shift that a worker is required to stay on-site for all breaks during that shift.

Changes in student reporting times may necessitate or allow for adjustment in schedules. The Centers must maintain the ratio of teachers to students required under the law at all times. Scheduling variations may be made by mutual agreement between the Site Supervisor and the affected worker, as long as ratios are maintained and concurrent notice is provided to SEIU and Community Bridges. Any changes will be reviewed at Labor-Management Committee meetings.

The Agency retains the right to reassign hours of work and/or breaks temporarily, or to reassign a worker to a different site based on extreme need. An example would be to avoid closing a center because more than one teacher is absent and no substitutes are available. The agency will provide concurrent notice to SEIU in the event of such an occurrence.

### **11.3 Alternate Schedules**

The provision of alternate work schedules will be in accordance with State Labor Law. With two (2) weeks' notice, and upon mutual agreement between the

worker and their immediate supervisor, with concurrent notice to the Union, a worker may work one of the following alternate work schedules. The schedule may be cancelled by either party with two weeks' notice, and the worker will revert to the standard work week.

If an employee's job description requires work outside of regular work hours, that employee may be required to work non-standard hours. Some programs may have occasional weekend hours for special events. When that is the case, the employee will take the succeeding Monday off in the week that the event falls on a Saturday, unless other arrangements are mutually agreed upon. If the event falls on a Sunday, the employee will take off the Friday before, unless other arrangements are mutually agreed upon.

When a holiday falls on a regular day of work in an alternate workweek, the worker shall receive eight (8) hours holiday pay prorated to their scheduled hours.

When a holiday falls on a regular day off, the worker and immediate supervisor shall schedule an additional day off during the pay period. The worker shall also be allowed to work additional hours or take leave as needed to equal their normal scheduled number of hours per week.

(a) Flexible Work Schedules

Flex Work Schedules and any combination of regular assigned hours within the standard five-day workweek or weekend, provided that there are two (2) consecutive days off. A written agreement signed by both parties will be required. Employees may not change their own schedules for such flexibility without their supervisor's approval, nor may a supervisor require more than ten (10) hours of work a day without mutual agreement with the worker. The worker may be required to work during core hours of operation of 10 a.m. through 3 p.m. Overtime is for work after forty (40) hours in a week and must be approved by the supervisor.

Workers who, in accord with the FLSA and State Law are overtime-exempt, shall work flexible schedules as described above, without the overtime provisions.

(b) 4-10 Schedules

4-10 Schedules are four (4) consecutive days of ten (10) hours each. 4-9 Schedules are four (4) consecutive nine (9) hour days and one (1) four (4) hour day. Overtime is for work after forty (40) hours in a week and/or after the nine (9) or ten (10) daily scheduled hours of work.

#### **11.4 Breaks**

In instances where a worker does not have a thirty (30) minute uninterrupted meal break as a result of a supervisor's request or inadequate staffing levels, the worker shall receive an additional one (1) hour pay for that day. Similarly, a worker who misses either one or both fifteen (15) minute relief break(s) as a result of a supervisor's request shall receive an additional one (1) hour pay.

### **11.5 CDD Regular Teachers' Shift Assignment**

Regular Teacher/Associate Teacher shift assignments shall be determined by seniority among the bargaining unit members at each center. When there is a vacancy after workers at that center have selected shifts by seniority, workers at other sites may request a transfer to the vacant position and seniority shall be the determining factor. Workers may agree in writing to trade shifts for a set period of time with the site supervisor and CDD Directors approval. Any request for changes in a worker's shift by the CDD Director must be made in writing with a concurrent copy to the Union. Based on client's needs, the need for bilingual skills at opening and/or closing times may supersede seniority. The Union shall be notified in writing when these bilingual designation changes at any center, and may request a meeting to discuss the designation prior to its implementation.

Site Supervisor Shifts are not available to members. If necessary to fill a vacant Site Supervisor position, the CDD Director may request to renegotiate shift assignments at the affected center.

### **11.7 Travel Time and Training**

#### **(a) Travel Pay**

Non-exempt employees who are required and approved in advance to travel in the course of conducting their work are paid in the following way:

- (1) If an employee is required to travel to a work site other than his/her regular work site, s/he shall be paid for the time spent traveling to the alternate work site. If the travel time is in excess of an eight (8) hour day or regularly scheduled hours in an alternate workweek, then travel pay must be paid at time and one half.
- (2) Payment of wages if an employee is required to go to a distant workplace (including trainings and conferences, etc.) shall be as in the following example. If an employee works eight (8) hours at his/her regular workplace in Santa Cruz and then drives to San Francisco, stays overnight at a hotel, attends a workshop for six hours and then returns to Santa Cruz, travel pay begins when the employee leaves Santa Cruz to drive to San Francisco; pay ends when s/he arrives at the hotel in San Francisco. The employee receives his/her regular rate of pay for the six (6) hours spent at the workshop. When the employee leaves the San Francisco workplace, s/he is paid travel pay for the drive back to Santa Cruz. If the employee were to fly to the distant workplace, travel pay would end when s/he boarded the plane to return home, unless there is no overnight stay, or the employee performs pro-authorized work while traveling.

#### **(b) Attendance-Required Training**



The immediate Supervisor, Program Director, or CEO may permit or direct the attendance of employees at meetings, conferences or seminars intended to improve their skills or knowledge. Acceptance of such training by an employee at reasonable times and with reasonable frequency is a condition of employment. The fees for such activities shall be paid by the agency. The employee shall, at their discretion, either be compensated at her/his regular rate of pay for the time spent attending such activities or allowed the same number of hours off at another time.

(c) **Agency-Sponsored Classes**

The immediate Supervisor and/or Program Director may release an employee from his/her regular duties during the regular workday to attend classes if, in the opinion of the Program Director, such classes contribute: 1) to the purposes of the agency or program: or 2) to the attainment of the objectives of the granting agency. If neither of the two criteria above is met, time-off may still be allowed but without either compensation or reimbursement. The granting of release time shall always be dependent upon the flexibility of both the program and the employee's work schedule.

The employee shall either be compensated at her/his regular rate of pay for time spent attending such classes, or allowed the same number of hours off at another time. The fees charged for such classes shall be paid by the agency upon successful completion of the class.

## **12.0 PROBATIONARY PERIOD/WORK STATUS/TYPE OF POSITION**

### **12.1 Probationary Status**

All new employees, including internal promotions, shall be placed on a six (6) month probationary period.

A probationary staff member is one who is hired through the open recruitment process, or the in-house promotion process, into one of the regular positions. The probationary period shall be no less than six (6) months. The probationary period shall not be extended beyond six (6) months or the equivalent number of scheduled hours except where an employee has taken a leave of absence during their probationary period. Time out on leaves will not count towards satisfying their probationary period and will be added as necessary to time beyond six (6) months.

Probationary employees shall receive a written evaluation of performance by the immediate supervisor after ninety (90) days and one hundred eighty (180) days during the probationary period.

Employees in their initial probationary period may be dismissed upon the approval of the CEO at any time during the probationary period without the right to internal appeal. Probationary employees shall receive all benefits as outlined in this agreement. Workers may not use accrued vacation time prior to passing initial probation.

Every time an employee takes a new position, a new probationary period begins. Employees on the initial probationary period may be dismissed upon approval of the CEO at any time during the probationary period without right of internal appeal.

Regular employees in regular (non-probationary) status who are beginning a new probationary period in a new job classification shall retain all rights of regular employees.

## **12.2 Regular Status**

A regular staff member is one who has successfully completed a probationary period in a regular position. For employees in regular full and part-time positions, this shall normally occur six (6) months from the time of initial appointment, unless leave time in excess of two weeks has been taken during the probationary period. In that case the probationary period would be extended equal to the time missed.

## **12.3 On-Call**

On-call workers are assigned irregular hours of work by seniority on a rotating basis and consistent with each program's practice at the signing of this Agreement. In CDD, the first call goes to the most senior worker each time. In the other programs, the first call goes to the next worker on the list who was not called for the previous assignment.

For on-call employees, completion of probation shall occur when two hundred and sixty hours (260) hours have been worked, but not before six (6) months of continuous employment have been completed. For on-call employees, who after some period of employment are assigned to a permanent position, the probationary period will end at the completion of six (6) months employment or at the time of the assignment to the regular position, whichever comes later.

On-call employees will get first preference based on seniority for limited term assignments, provided that all minimum qualifications and requirements of the position they are replacing are met, including, but not limited to, language requirements and (for CDD) being able to complete children's developmental assessments.

There will be no penalty for refusing on-call work. Except for instances of authorized leave without pay, an on-call worker who has consistently been unavailable for and/or has consistently denied assignments, for a period of ninety (90) days, will be deemed to have resigned. Once shift assignments have been made, the assignment may be changed at the worker's request or the Director's discretion, with fourteen (14) hours received notice to either party. If there is not fourteen (14) hours' notice to the worker, the worker shall be paid from the originally scheduled time.

#### 12.4 **Limited Term**

A limited-term worker is a worker filling in a full-time or part-time position for a specific duration, generally not to exceed four (4) months from the original date of hire, with the option of two (2) thirty (30) day extensions. Positions of this type may be used due to:

- 1) Increased workload for a defined period of time because of completion of a short-term contract/project;
- 2) Anticipated coverage for a regular full-time or part-time position due to an approved leave of absence.

Workers classified as limited-term may be terminated prior to their predetermined termination date with ten (10) calendar days' notice. Limited term workers may be terminated without prior notice for just cause or because of funding cuts.

#### 12.4 **Return from Separation**

An employee in good standing who has terminated employment with Community Bridges and is rehired within six (6) months of ending employment will retain his/her hours of service for purposes of seniority, step level and leave accrual.

### 13.0 **OVERTIME**

#### 13.1 **Definition**

Overtime is time worked as described by the Fair Labor Standards Act rules, or as defined in alternate workweek or flexible schedules in Article 11.3. All overtime must be pre-approved.

#### 13.2 **Compensation for Overtime**

All employees shall be compensated at the rate of one-and-one-half (**VA**) times their regular hourly rate for all overtime worked.

Workers may elect to take Compensatory Time in lieu of paid overtime. The choice is solely at the worker's discretion. Compensatory Time shall be calculated as equivalent to one and one half hours of time for every hour or portion of an hour of overtime worked.

Within two (2) weeks of accrual comp time may be used or scheduled to be used within thirty (30) days of accrual, otherwise comp time will be paid as OT on the next regular paycheck.

No worker shall be required to "rearrange" her/his time card to accommodate overtime at a lower rate.

Per labor law, hours paid for vacations, holidays, sick leave, etc., are not actually worked by the employee. Therefore, these hours are not considered when calculating overtime.

Labor law states the following about compensatory time off (CTO):

- (a) For exempt employees – CTO regulations do not apply to exempt employees.
- (b) For non-exempt employees – Agency can offer CTO at applicable overtime rates.

For workers in overtime-exempt positions, the understanding is that they are professionals and as such have the autonomy to manage their workloads in such a way as to accomplish their job position's goals and outcomes. There is the expectation that workers in over-time exempt positions will average forty (40) hours per week over the course of the year, and that whenever there are periods that may require more than forty (40) hours of work each week, it is expected that commensurate time off will be taken in another period.

## **14.0 REIMBURSEMENTS**

### **14.1 Professional Development (Child Development Division)**

For each fiscal year, each employee in the Child Development Division will receive their pro-rata share of the line item designated for professional development. At the beginning of each fiscal year each worker shall be notified in writing of the amount of funds available to them for that year and deadlines for use of those funds.

The employee may be reimbursed for the tuition and materials expense for courses related to ECE credits or for Spanish or ESL classes. Reimbursement will be disbursed upon proof of successful completion of the course. Requests for reimbursement must be accompanied by proof of payment.

### **14.2 Career Development**

The Program Director may approve reimbursement for tuition costs when classes are taken that contribute to the career development of the employee and to the employee's performance within the agency. Spanish or English classes, up to three semesters, taken as a second language shall be considered Career Development.

Reimbursement will be made only after their successful completion of such a class. Hardship waivers of this rule may be granted by written approval of the Program Director; however, in the case of advance reimbursement, successful completion shall still be required. The employee shall not be paid any wages for time spent taking classes.

### **14.3 Parking**

The employer shall provide employee parking or reimburse employees for the cost of on street parking permits as considered prudent and necessary to pursue the function of the program. The Agency will review this practice within one year and determine its financial feasibility and will meet and confer with the Union on the results of its analysis.

#### **14.4 Mileage**

Employees shall be reimbursed for authorized use of their private automobiles at the Agency's maximum allowable rate.

Mileage shall be reimbursed for time spent traveling between worksites during the regularly scheduled workday in accordance with the Fair Labor Standards Act.

#### **14.5 Tickets**

All parking tickets and/or fines shall be the sole responsibility of the driver. However, a review may be requested by the Union and the employee in emergency circumstances and presented to the Human Resources Department and/or the CEO who shall jointly make a final decision on employee versus Agency responsibility.

### **15.0 PAID LEAVES**

#### **15.1 Holidays**

The following are paid holidays:

Martin Luther King Day	New Year's Day
Memorial Day	President's Day
Labor Day	Independence Day
Thanksgiving Day	Day after Thanksgiving or Veteran's Day
Christmas Day	Birthday
3 Floating Days	Cesar Chavez Birthday

Based on program requirements, Community Bridges will allow some or all staff to substitute the day after Thanksgiving for Veterans Day.

Three (3) floating holidays and the birthday holiday may not be used during the probationary period or for limited term employees. Floating holidays and the birthday holiday must be used within the calendar year.

When a change in holiday closure practice is considered by the Program Director, the Union shall receive thirty (30) work days' notice and the opportunity to meet with the Program Director and the CEO to provide input on the proposed change in practice.

#### **15.2 Holiday Observance**

- (a) When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be the holiday. When a holiday falls on a Sunday, the following workday, not a holiday, shall be deemed to be the holiday.
- (b) Should a holiday fall during an employee's vacation, said employee shall be granted holiday time in lieu of leave time for that day.

#### **15.3 Holiday Compensation**

All hours worked on holidays above shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. An employee who is eligible for holiday pay will receive the regularly scheduled holiday pay in addition to time and a half pay.

For example, an employee working forty (40) hours per week will receive the hours worked on the holiday (number of hours may vary) at the rate of one and one-half time (1 ½) times their regular rate of pay, plus eight (8) hours of holiday pay, paid at the employee's regular rate of pay.

This shall not apply if the employee trades a scheduled holiday for a nonscheduled holiday.

#### **15.4 Vacation Caps**

(a) **Accrual**

An employee shall accrue paid vacation at the following rates:

0 months to 1 year anniversary date - 12 days

1 year 1 day to 2 year anniversary date - 13 days

2 years 1 day to 3 year anniversary date - 15 days

Beginning with 4 years of service - an employee shall have 18 days of vacation

Beginning with 5 years of service - an employee shall have 21 days of vacation

Regular employees who do not work full-time will accrue vacation on a pro-rated basis.

(b) **Usage Policies**

Individual programs may adopt vacation approval policies with the Union's concurrence, providing that seniority is recognized in vacation selection, and that each worker has access to winter holiday leave as possible.

(c) **Leave at Termination**

Upon termination of employment a worker shall receive full compensation for all accumulated vacation.

(d) **Vacation Sell-Back**

In lieu of taking vacation, a worker may choose to sell-back their vacation hours to the employer, provided the worker retains a minimum balance of 80 hours vacation and provided that she/he has taken at least five days of vacation during the previous twelve (12) months. Payments will be made upon written request to the supervisor, with fifteen (15) days advance notice to payroll when possible. The required eighty (80) hour balance may be waived at the CEO's discretion.

## 15.5 Sick Leave

### (a) Sick Leave Accrual

Employees shall accrue paid sick leave at the rate of one day (8) hours per month prorated for part-time workers, and is calculated per hour worked, according to Appendix D. Temporary and on-call employees do not accrue sick leave.

Eligible employees begin accruing sick leave on their first day of employment and can begin taking it after completion of the first pay-period. Accrued sick leave can be taken during the employee's probationary period and may be carried over from year to year with no maximum accrual limit.

When an employee uses no sick leave during any fiscal year quarter, they shall have eight (8) hours of sick leave converted to floating leave the following consecutive quarter (90) days. The benefit shall be granted when an employee has not used any sick leave and has consistently reported to work for six (6) consecutive pay periods.

Pro rata equivalents shall apply to any part-time staff eligible for sick benefits. The purpose of this wellness incentive program is to reduce the overall usage of sick leave. We will revisit these changes no later than one year from this agreement to determine agency feasibility.

### (b) Sick Leave Usage

The main purpose of sick leave is to provide income for employees who because of medical appointments, illness or injury to themselves, their family, or significant others, are unavoidably absent from work for approved periods of time. Employees must notify their immediate supervisor not less than one (1) hour prior to report time.

No worker will be required to come into work when sick because of a lack of substitute staff.

Sick leave is subject to the following conditions:

- (1) And employee must notify the immediate supervisor prior to his/her scheduled time to report to work of her/his intended absence.
- (2) Sick leave will only be authorized for the following reasons:
  - (a) When an employee is ill or injured or under emotional stress;
  - (b) When an employee has a medical or mental health appointment or treatment;
  - (c) When an employee's attendance jeopardizes the health of others; or

- (d) For the care of immediate family members or significant others in the event of illness, injury, a medical appointment requiring the worker's attendance, death, or emotional stress.
  - (3) The immediate supervisor may require a note from a doctor or mental health professional after the third consecutive day of sick leave. Sick leave claims not properly substantiated may be disallowed.
  - (4) Upon ending employment, an employee will not be paid for the unused portion of accrued sick time.
  - (5) If an employee is on vacation and becomes ill, the employee may substitute sick leave for vacation leave from the first day of illness. Such requests shall be made immediately upon return to work and must be supported by appropriate medical verification.
- (c) **CDD Call In**  
When calling in sick or for an emergency, CDD workers may call for their own substitutes; however, workers will not be required to call for their own substitutes.

#### **15.6 Payroll Advances**

In emergency situations, employees may request in writing to the Program Director for a payroll advance. Payroll advances are given only for wages already earned at the time of the request. This advance may not exceed seventy five percent (75%) of the employee's gross wages for a single pay period. Once the request is approved, the advance will be issued as promptly as possible. The maximum number of payroll advances per employee per year is two (2).

Payroll advances can also be used for vacation purposes, and are given only for vacation hours accrued at the time of the request. They must be requested in writing two (2) weeks in advance of payment and be approved by the Program Director and/or Supervisor. This advance may not exceed seventy-five percent (75%) of the employee's gross wages for the number of vacation hours being used.

#### **15.7 Bereavement Leave**

A worker shall be entitled to leave with pay in the event of the death of a worker's parent, grandparent, parent-in-law, sibling, sibling-in-law, child, grandchild, step-child, step-sibling, step-parent, spouse or domestic partner.

Regular status and part-time employees are entitled to bereavement leave with pay at the pro-rated equivalent of three (3) days, and upon prior approval and documentation, up to two (2) additional pro-rated days when out-of-state travel is required.



Proof of death of the deceased may be requested by the Agency for payment of the bereavement leave on a case by case basis and is the Employer's sole discretion.

## **16.0 UNPAID LEAVE**

### **16.1 Leave without Pay**

Any worker who has been employed by the Employer for at least six months may request a leave of absence without pay. All leaves of absence without pay not falling under the Americans with Disabilities Act, Workers Compensation, or FMLA regulations require the approval of the Program Director. It is understood by the parties to this agreement that the employee intends to return to work upon the expiration of the leave and that the primary purpose for the leave is one of the reasons outlined below. Depending on staffing needs and past practices, only one (1) employee may be authorized for such a leave within each program at a given time. When two (2) or more workers request leaves of absence for the same period and not all can be approved, seniority shall prevail. Long-term substitute appointments will be made where available.

In considering whether or not to approve a personal leave, the Program Director shall consider the potential impact on the Program of granting the leave and the worker's reasons for the request. If a personal leave request is denied, the reasons shall be provided to the worker in writing. The employee may appeal the decision to the CEO.

All leaves without pay are not to exceed four (4) months out of a rolling twelve (12) month period. Extensions may be granted by the CEO on a case-by-case basis for medical purposes only, but will not exceed twelve (12) consecutive months. The leave guarantees the employee the right to return to his/her previous position at any time during the leave, or at its expiration, without the loss of seniority. A worker shall not accrue any seniority for the time spent out on a leave without pay.

Any person appointed to fill the vacancy during the leave will be a limited term employee and holds it subject to the rights of the employee on leave, including shift assignment. An employee who fails to return to work upon the expiration of the cumulative leave shall be considered to have resigned.

The leave without pay shall not be used for the purpose of engaging in employment outside of Community Bridges. Should an employee engage in other employment while on an approved leave, s/he shall forfeit all rights guaranteed under this leave policy.

The employee is responsible for paying the full cost of their health insurance premium while on a leave without pay.

The decision to grant or deny an employee's request for leave of absence without pay shall not be for arbitrary or capricious reasons.

## **16.2 Types of Leaves of Absence**

An eligible employee may request a leave of absence without pay for any of the following reasons:

- (1) To improve skills and/or education for the position.
- (2) In the event of important personal or family affairs.
- (3) To participate in Union work or programs.

## **16.3 FMLA (and other unpaid leaves)**

Per labor law, an employee is eligible for FMLA if the following criteria have been met:

- (1) Employee has worked for the Agency for twelve (12) months
- (2) Employee has worked 1250 hours in a rolling twelve (12) month period
- (3) A doctor slip excusing the employee is submitted to the supervisor and human resources.

The Agency will abide by all Americans with Disabilities Act, Workers Compensation, and Family Medical Leave Act requirements.

## **17.0 DISCIPLINE**

### **17.1 Discipline**

Community Bridges seeks to establish and maintain standards of employee conduct and supervisory practices which support and promote effective operations that are in the interest of those who receive our services, the agency and its employees. Major elements of this policy include:

- (1) Constructive efforts by supervisors toward helping employees achieve fully satisfactory standards of conduct and job performance.
- (2) Correction of employee poor performance or misconduct only to the extent required as outlined below.
- (3) Sufficient notice to employees that termination will result from violation of employee standards of conduct or unsatisfactory job performance.
- (4) Documentation of warnings and adverse actions.

Discipline shall be for just cause and shall follow the Employer's policy on due process. No discipline of any kind shall be taken against any employee based upon unsubstantiated information. Neither shall discipline of any kind be taken against an employee based upon any material and/or documentation of which the employee has not been informed. A copy of any corresponding material and/or documentation used by the Employer as a basis for substantiating an action shall be provided to the employee. "Discipline" is defined as a dismissal, demotion, suspension, reduction of hours, placement at a lower salary, oral or written reprimand, or transfer.

### **Notice and Receipt**

Wherever the terms "notice" and "receipt" are used as a requirement, that section shall be satisfied by personal delivery confirmed in writing by the deliverer, or posting in the U.S. Mail via certified mail with return receipt requested to the last official address of the worker. In this case, unless the return receipt indicates a later date, the date of receipt shall be assumed to be three days after the date of posting.

Direct supervisors will only inform staff of the effective last day of work of the employee and any changes in client services and/or job duties as assigned. Upon written request, when an employee leaves under an adverse action, HR will respond to any prospective employer reference check with dates of employment, job title, and rate of pay.

### **17.2 Major Violations**

Major violations on the part of an employee may be cause for adverse action, as described below. Major violations include, but are not limited to, the following:

- (a) Fraud;
- (b) Incompetence, defined as: Gross violation or negligence of job performance that results in negative fiscal impact and/or compromises the health and/or safety of other employees and/or clients;
- (c) Inexcusable absence where the worker, without reasonable cause, neither reports to work nor makes a reasonable effort to contact their supervisor or a Human Resources worker if the supervisor cannot be reached
- (d) Loss of California driver's license required in the job description duties and/or responsibilities.
- (e) Documented habitual or excessive absence (defined as exhausting all available sick leave time). This subsection is waived for an equal amount of days upon return from Family Medical Leave as the employee was out on FMLA.
- (f) Discourteous treatment of the public or other employees;
- (g) Willful disobedience of or failure to follow program regulations and/or assignments;
- (h) Insubordination (i.e. refusal to follow a direct order from one's supervisor),
- (i) Negligence or willful damage to Agency property or excessive waste of Agency supplies or equipment.
- (j) Violation of Community Bridges Policies and Procedures

- (k) Undue use of or being under the influence of intoxicating drugs or alcohol during working hours or on Agency premises;
- (l) Theft, embezzlement, and/or dishonesty
- (m) Any conviction of a misdemeanor or a felony if related to employment, and/or if the conviction compromises the agency's reputation;
- (n) Tardiness (defined as beginning work more than eleven (11) minutes late of scheduled reporting time without notifying the immediate supervisor or, if not available, a Human Resources worker and more than two (2) tardies per month). Workers who are overtime exempt and/or work flexible schedules may be considered tardy when late for scheduled meetings or appointments.

### **17.3 Progressive Discipline**

Principles of progressive discipline shall be used in administering discipline for just cause. The parties acknowledge that these principles include the reasonable exercise of discretion by the CEO in determining that progressive steps of the discipline procedure may be bypassed, depending on the severity of the employee's misconduct.

The principles of progressive discipline include the following pre-disciplinary steps (i.e., prior to "Adverse Action" as defined below):

- (a) Verbal warning (which may be memorialized in writing)
- (b) Written warning
- (c) Written reprimand

Following application of progressive discipline as appropriate and as set forth in this article, the CEO may determine that the unit member's further conduct justifies moving for "Adverse Action" as defined below.

### **17.4 Verbal Warnings**

A worker who receives a verbal warning, which has been memorialized in writing, may file a written response to any written reprimand entered into their personnel file within thirty (30) calendar days of receipt.

### **17.5 Written Warnings**

A worker may file a written response to any written warning entered into their personnel file. Such written response shall be attached to and shall accompany the written warning. An employee who receives a written warning shall be afforded an opportunity to meet with the CEO regarding the warning, together with a representative of their choice. "Representative" is defined as Shop Steward or Union Staff.

### **17.6 Written Reprimands**

A reprimand may be issued in response to a major violation committed by an employee or as a part of continuing documentation of poor employee performance. The purpose of a reprimand is to inform the employee, and to provide documentation of such information, that if unacceptable conduct is repeated, or improvement is not made in inadequate job performance, the employee will be subject to demotion, suspension or termination. In the case of ongoing poor job performance, the supervisor will notify the employee sufficiently in advance to allow the employee a reasonable time to improve the performance to a satisfactory level.

### **Procedure**

When a supervisor has reason to believe that a reprimand is warranted, s/he will meet with the employee for the purpose of determining whether there is just cause for issuing a reprimand. The employee will be given the opportunity to explain, orally and/or in writing and with or without Union representation, the circumstances surrounding the situation in question. If necessary, both the supervisor and employee may avail themselves of supporting evidence and/or corroboration from third parties.

If after meeting with the employee and conducting any additional necessary fact finding, the supervisor determines that there is just cause for issuing the reprimand, s/he will inform the employee that a reprimand will be issued within five (5) work days with concurrent faxed copy to the Union.

The reprimand will be a written document, detailing:

- (a) The date(s) and nature of the misconduct or inadequacies in job performance;
- (b) The corrective action(s) to be taken, and the date(s) by which correction(s) or satisfactory performance must be achieved;
- (c) The possible adverse action which may result from a repeat of the misconduct, failure to make the stipulated correction(s) or satisfactorily improve performance; and
- (d) If applicable, the date by which a follow-up letter documenting progress on the corrective action will be written by the supervisor.

The supervisor will sign and date the reprimand. The employee will sign and date the reprimand indicating that s/he has received and read the document.

An employee may file a written response to any written reprimand entered into their personnel file. Such written response shall be attached to and shall accompany the written reprimand. An employee who receives a written reprimand shall be afforded an opportunity to meet with the CEO regarding the reprimand, together with a representative of their choice. "Representative" is defined as Shop Steward or Union Staff.

The original reprimand and the employee's response will be placed in the employee's personnel file and a copy will be given to the employee. If specified in the reprimand, the supervisor will write a follow-up letter indicating how corrective actions have been taken and/or standards for performance met. The original will be placed in the employee's personnel file and a copy will be given to the employee.

### **Subsequent Reprimands**

If the supervisor determines that the employee's conduct or performance continues to be unsatisfactory, s/he will meet with the employee in an attempt to determine the reasons.

If as a result of this meeting, the supervisor has reason to believe that conduct or performance can be satisfactorily improved within an additional reasonable period of time, s/he may: 1) issue another reprimand and subsequent follow-up letter or 2) recommend suspension, demotion, or termination as described below if it is believed that the conduct cannot be improved.

## **17.7 Adverse Actions: Demotion, Suspension, and Termination**

Adverse Actions are proposed in writing by the employee's supervisor and will be carried out only if approved by the CEO. The supervisor recommending the termination shall do so in conjunction with the Program Director. Adverse Action may be taken after one or more major violations have been committed by the employee or as the result of documented continuing poor performance, or for other just cause. In the case of a major violation, it is not necessary to issue a reprimand prior to taking an Adverse Action. No progressive discipline may be based on materials in the worker's file that is more than eighteen months old. Workers may have Union representation during all stages of the adverse action process. Supervisor may have the HR Director or their designee sit in on any disciplinary action or adverse action meetings.

### **a. Due Process**

If a worker receives a proposal for Adverse Action (demotion, suspension, or termination), s/he may respond within ten (10) business days in writing or by requesting a meeting with the CEO to respond orally.

### **b. Procedure**

A proposal to the CEO for an Adverse Action must be in writing, with copies to the employee, the Union, and the HR Director. The proposal shall contain a detailed statement of specific reasons for the proposed action and a copy of all material relied upon to recommend the adverse action. The employee shall have ten (10) business days after the receipt of the supervisor's proposal to provide a written response to the CEO, or request a meeting with the CEO.

The CEO shall make a decision about the Adverse Action within fifteen (15) working days of receipt of the supervisor's proposal. This decision shall be in writing with copies to the supervisor, the employee, the Union, and the HR Director.

### **17.8 Administrative Leave**

Administrative leave shall be used in those cases where events compel a supervisor to take immediate action to remove the employee from the work environment. The suspending supervisor shall notify his/her immediate supervisor, HR Director, and CEO of the action. Although the immediate supervisor may remove an employee immediately from the work environment, such paid administrative leave must be requested in writing within one working day after the suspension and approved by the CEO. In these cases, the administrative leave shall continue until the CEO decides about the supervisor's decision to immediately remove the employee from the workplace, and at that time the employee may go on unpaid suspension for the duration of the adverse action process.

### **17.9 Suspensions**

Suspension may also be used as a disciplinary action, in lieu of termination, as a consequence of a Major Violation as described in Chapter 17.2 of these policies. Wages will not be paid during actual disciplinary suspension or the grievance thereof.

### **17.10 Termination**

- (a) Termination is the separation or dismissal of an employee from his/their position of employment. When the supervisor determines that termination is the only feasible course of action, s/he shall make a recommendation for termination to the CEO, and the procedure described in Chapter 17.7 of these Policies shall be followed.
- (b) **Notice:** At least two (2) weeks' notice, or two (2) weeks' severance pay in lieu of such notice, must be given in instances of termination except in cases of termination for a major violation.
- (c) **Final Pay:** Law requires that payment of all wages due at the time of termination to all employees who are dismissed, laid off, or who terminate voluntarily with sufficient notice. Employees who terminate voluntarily without giving notice shall be paid within seventy-two (72) consecutive hours from the time they quit. An employee terminated for any reason shall be paid for any vacation that s/he has accrued.

### **17.11 Drug-Free Workplace**

The use of illegal drugs or prescribed drugs which impair one's abilities or the use of alcohol in the workplace is unacceptable since they can adversely affect employee health, safety and productivity as well as the safety, confidence and trust of our staff, clients and the public. When drug abuse interferes with an employee's efficient and safe performance of work responsibility and reduces employee dependability, it creates a serious problem for the entire organization.

An employee may not engage in the unlawful manufacture, distribution, dispensation, possession or use of alcohol or any controlled substance in any Agency worksite. Violations are considered a major violation and will result in

appropriate disciplinary action. Employees are required to notify Community Bridges within five (5) days of criminal conviction for manufacturing, distributing, dispensing, possessing, or using controlled substances. As a condition of employment, employees agree to abide by the terms of the above policy. It is also the policy of Community Bridges to encourage self-help preventative programs wherever and whenever appropriate. If an employee is recovering from an addiction, every effort will be made to support her or him and to encourage her or him to stay with the program. The Human Resources Department has available information on substance abuse and drug counseling and rehabilitation resources for employees.

The Human Resources Department will report on the possibility of offering an Employee Assistance Program to the Labor-Management Committee no later than December 15, 2008, for the Committee's consideration.

#### **17.12 Workplace Non-Violence**

Employees are prohibited from threatening or committing any act of violence in the workplace, while on duty, while on Community Bridges' related business or while operating any vehicle or equipment owned or leased by Community Bridges. This includes individuals and employees who make threats, engage in threatening behavior, or commit acts of violence against employees, visitors, guests or other individuals. Employees are required immediately to report to a supervisor or to Human Resources any incident involving a threat of violence or violent behavior.

If an employee is confronted with a potentially violent situation, the employee should not attempt to handle the situation, but should report it immediately to a member of management. If a report is made to a supervisor or member of management, that supervisory individual must immediately inform Human Resources, and the matter will be investigated promptly and appropriate corrective action, if required, will be taken. This action may include disciplinary action, up to and including immediate dismissal, of employees involved.

Employees who become aware of any workplace security hazards, or who have suggestions for increasing security in the workplace, shall notify their supervisors and/or the Human Resources Department. Community Bridges encourages employees to help make the workplace as safe and secure as possible. Employees are required to report violations of this policy, including any incidents involving actual or threatened violence. Employees making good faith reports may do so without fear of retaliation.

Employees are prohibited from bringing any firearms, weapons, explosives, incendiary devices or similar material at any time, onto Community Bridges' premises. This policy includes a prohibition against having prohibited material in your vehicle while stored in or parked on Community Bridges' property. Employees who have licenses to carry weapons must also comply with this policy at all times.

Violation of this policy may result in immediate termination.



### **17.13 Personnel Files**

Only one official personnel file shall be maintained for each employee. All employees shall be offered the opportunity to sign any written material or drafts of written material to be placed in their file.

Employees shall be provided with copies of any written personnel related material. The employee shall be given a reasonable period of time during working hours, and without loss of pay, to prepare a written response to such material. The written response shall be placed in the employee's personnel file and copies sent to the Supervisor and Director.

An employee, or their Shop Steward, shall have the right, at any reasonable time and without loss of pay, to examine and/or obtain a copy of any material from the employee's personnel file with at least five (5) days' notice to the Division Director or Human Resources staff. The Union representative shall have access to any represented worker's files in order to conduct the business of the Union. A member will authorize such access in writing.

Personnel files shall be kept in confidence and shall be available for inspection by only the named employee, their Shop Steward, Union staff, the Site Supervisor, the CEO, the Deputy Director, the HR Director or the Program Director. Any person reviewing an employee's file shall be noted and dated in the signature ledger kept in each employee's file. All files containing members' medical information shall be retained in a separate locked file in Human Resources.

An employee's personnel records shall be maintained by the Human Resources Director. Every personnel file will contain all employment applications, resumes, certification and degree information, employee performance evaluations, records of any disciplinary and adverse action, grievances, and personnel action forms recording changes in employment status, pay, and job classification. This file will be kept by the Human Resources Director during the employee's term of employment, and for at least five years after the employee terminates employment with the Agency. All materials will remain in the personnel file during this retention period.

Personnel files will be kept in a locked cabinet. All materials in the personnel file will be confidential. Access to an employee's personnel file shall be limited to the following people: the Human Resources Department, the CEO, the employee's supervisor and/or Program Director, and the employee. In the event of a formal Grievance as provided by these policies, the Personnel Committee and Arbitrator may have access to relevant information in an employee's personnel file. This information shall be considered upon motion of either party, the Personnel Committee or the Arbitrator. The Personnel Committee or Arbitrator shall rule on the relevance of any such information. The employee may review and/or copy any material in his/her personnel file. Access to the personnel file will be through the Human Resources Director with three (3) business days' notice. Grants

Analysts and the Senior PR Accountant shall have access to personnel files through the Human Resources Department.

Any supporting documentation such as memoranda, records of meetings, chronicles of events, etc. which are used as bases for a disciplinary or adverse action, but which are not a part of the actual notice of such action, shall be kept by the supervisor and/or Program Director involved, with copies to the Human Resources Director and/or the CEO for informational purposes as necessary, but shall not be entered into the employee's personnel file.

In addition to the personnel files, only the Human Resources Department will keep the following employee records, in separate locations, in a locked cabinet:

- (a) Drug & Alcohol Files
- (b) Medical Files (Including all Doctor's documentation of absences and light duty)
- (c) Health Care Benefits File
- (d) Workers Compensation Files
- (e) Criminal Background Records

Records of employees' insurance benefits and any Workers' Compensation and disability claims shall be used only for administration of insurance benefits. Access to these records shall be limited to the Human Resources Department and the CEO. The records of any Workers' Compensation or disability claims shall be retained in accordance with the Agency's retention policy.

All written and telephone requests for information about former employees from prospective Community Bridges shall be handled as follows:

- (a) If the request is for information of a factual or general nature, e.g. dates of employment, eligibility for re-hire^ compensation, or job duties and responsibilities, the information shall be handled by the Human Resources Department.

Upon request, a supervisor or Director may, at their discretion, provide a letter of reference for an employee on Agency letterhead. A copy of the letter shall be placed in the worker's personnel file.

#### **17.14 Evaluations**

A worker's supervisor will present the worker with a written evaluation upon completion of their probationary period and annually on the anniversary date of hire. The intent of a performance review is 1) to recognize the strengths of a worker and their contributions to Community Bridges and 2) to encourage the continued improvement and development of skills toward future work performance.

The parties agree that the subject of performance evaluations and their format, including but not limited to "360 degree evaluations" will be scheduled for the Labor-Management Committee commencing no later than February 1, 2008.

#### **17.15 Evaluation Appeals**

An employee who is in disagreement with their evaluation may include a written statement for their personnel file, and/or request a meeting with the Program Director to discuss the disagreement.

If the employee wishes to appeal the evaluation to their Program Director, they will sign the evaluation indicating disagreement and within ten (10) working days submit a written request to meet with the Program Director, with a copy to the Union, the immediate supervisor, and the HR Director. The request for an appeal meeting must contain:

- (1) The date of the evaluation period and date of the evaluation meeting with the immediate supervisor;
- (2) The specific ratings or comments h/she believes should be changed, and;
- (3) The facts substantiating each change requested.

Within ten (10) working days of receipt, the Program Director shall meet with the worker to discuss the evaluation. The worker may have a Union representative present. Within ten (10) working days of the meeting, the Program Director must either sustain or change the evaluation and notify the worker and the supervisor of the decision and its basis in writing. In case of subsequent revision, a copy of the revised evaluation shall be included with the decision.

### **18.0 GRIEVANCE PROCEDURE**

#### **18.1 Commitment to Mutually Respectful Relations**

The Employer and the Union recognize that settlement of grievances is essential to sound employee management relations. To that end both parties seek to establish a mutually respectful working relationship as regards the enforcement of this contract and ongoing treatment of Community Bridges workers. Both parties will actively encourage the prompt settlement of grievances at the lowest possible level.

#### **18.2 Exclusions**

Excluded from the grievance procedure is the release of workers in their initial probationary period, evaluation contents, and the proposal of adverse action.

#### **18.3 Definition**

A worker, a group of workers or the Union may file a grievance pertaining to a violation of this agreement, the Employer's Personnel Policies not superseded by this agreement, and/or an alleged infringement of an employee's personal rights as defined in this agreement. A worker may also appeal formal discipline through the grievance procedure. Workers may be represented by the Union at any stage of the grievance procedure.

## 18.4 Procedure and Steps

### (a) Informal

Employees are required to meet promptly with their immediate supervisor and/or Program Director in an attempt to resolve the matter before it becomes the basis for a formal grievance. Any resolution reached at the informal step must be in accordance with the provisions of this Agreement.

### (b) Step I

Within twenty (20) working days of occurrence or knowledge of an alleged grievance, after informal steps have been taken, the grievance shall be presented to the Program Director. A grievance shall contain the following information:

- (1) The name of the grievant
- (2) The specific nature of the grievance
- (3) The date, time and place of occurrence
- (4) Specific provisions that have been violated
- (5) Steps at informal resolution
- (6) The remedy desired
- (7) The name of a representative chosen by the employee.

The employee shall be allowed reasonable time to meet with their designated representative. In an attempt to achieve settlement of the matter, the representative may discuss the problem with employees immediately concerned in a manner that is not disruptive to the workplace, and, when necessary, investigate in the impacted employee's personnel files.

The Program Director shall conduct a thorough investigation to determine the facts and shall provide a written decision or recommendation back to the supervisor having authority to render a decision in the matter within ten (10) working days of receipt of the grievance. A copy of the written decision and prior recommendation, if any, shall be sent to the HR Director.

### (c) Step II

If the aggrieved is not satisfied with the first step decision the worker may, within ten (10) working days after receipt of the decision, present a written appeal of the decision to the CEO. The CEO shall provide a written decision within ten (10) working days of receipt of the appeal.

### (d) Step III

If the grievant remains unsatisfied with the CEO's response, the worker may, within ten (10) working days of receipt of response, notify the CEO in writing that the grievance will be submitted to the Community Bridges Board of Directors for an appeal.

The CEO shall submit a valid grievance in compliance with the SEIU contract, subsections 18.4 a and 18.4 b to the Board of Directors for a hearing.

The Hearing Committee will meet to review and discuss all pertinent documentation regarding a grievance a minimum of three (3) days prior to the scheduled hearing. The Board appointees for this appeal will also take a minimum of three (3) days but within ten (10) working days of hearing the appeal to render a final decision.

**(e) Timelines**

The timelines in this section may be held in abeyance if the parties have mutually agreed the grievance lends itself to non-binding mediation. In that instance, a mediator shall be requested from the state or federal mediation and conciliation services. If mediation does not satisfactorily resolve the matter, the Union may, within five (5) days of receipt of the mediator's recommendation, file a written request to resume the hearing officer process below.

**(f) Arbitration**

If the grievant remains unsatisfied with the Board's response and/or if mediation has failed, the Union may, within ten (10) working days of receipt of response, notify the CEO in writing that the grievance will be submitted for arbitration. Issues of arbitrability shall be determined by the arbitrator. The Union and the Employer will request a list of seven (7) names from the State Mediation and Conciliation Service. Within ten (10) working days of receipt of the list of arbitrators, the parties will select an arbitrator by taking turns striking one name from the list until only one name remains. The party entitled to first strike shall be determined by a coin toss. The cost of arbitration shall be shared equally by both parties. At least five (5) working days before the hearing date; the parties shall meet to exchange witness lists and, if possible, agree on the grievance issue(s) and joint stipulations, which shall be submitted to the arbitrator at the start of the hearing. The grievant, a shop steward, and witnesses for both parties shall be released as needed without loss of pay. Any party failing to appear at a scheduled arbitration shall bear responsibility for all costs of arbitration. Each party will be responsible for its own costs for representation at the hearing. The written decision of the arbitrator shall be final and binding.

**(g) Notice and Receipt**

Wherever the terms "notice" and "receipt" are used as a requirement, that section shall be satisfied by personal delivery confirmed in writing by the deliverer, or posting in the U.S. Mail by certified mail with return receipt requested to the last official address of the worker. In this case, unless the return receipt indicates a later date, the date of receipt shall be assumed to be three days after the date of posting.

## **19.0 JOB DESCRIPTION/VACANCIES**

### **(1) Job Descriptions**

Written job descriptions will be maintained for all positions. Proposed changes to current SEIU represented positions, descriptions for any newly created SEIU represented positions and the salary ranges for SEIU represented positions are subject to negotiations. All positions and their salary ranges covered by this agreement shall be listed in Appendix A and Appendix B.

Newly created job descriptions, and revisions to SEIU represented job descriptions will be forwarded to SEIU. SEIU has five (5) working days to request a negotiation session. In the case where a newly created job description must be posted quickly in order to meet a contract or grant timeframe, HR will notify SEIU that negotiations would need to be requested sooner than the five (5) day timeframe.

One month before a worker's performance evaluation is due, they shall receive the Employee worksheet for the annual performance evaluation, their current job description, and a Position Questionnaire with instructions on completing it. The completed questionnaire shall be discussed as part of the evaluation conference. The supervisor shall add comments to the questionnaire, which shall be forwarded to Human Resources with a copy to the worker and the Union, along with the supervisor's comments and/or recommendations about revising the job description and/or the performance evaluation.

When a supervisor does not recommend a position audit or specific changes to a job description, and the incumbent disagrees, the worker may appeal that decision to the Human Resources Manager in writing within ten (10) days of receipt of the supervisor's recommendation. The HR Manager's decision regarding whether to conduct a position audit shall be final and denial shall not be arbitrary or capricious. When a position audit is not recommended, the worker shall receive the reasons for denial in writing.

(2) Employees shall meet with their respective supervisors regarding any workload concerns he/she may have assigned tasks that are not within their job description and the employee shall follow the procedural chain of command, which is:

- (1) Speak to the direct supervisor
- (2) Submit a written request to review the job description with an HR staff person
- (3) Contact the union steward
- (4) Meet with HR representative and union steward
- (5) Call a labor-management meeting to resolve the workload concern in the event that no resolution is reached, the issue may be subject to the grievance procedure.

### **(3) Recruitment**

Any new or vacant positions within Community Bridges shall be posted on the Community Bridges website and at each job site for a minimum of five (5) working days, and for ten (10) working days whenever possible. Open positions

will be posted on the CB website: [www.communitybridges.org](http://www.communitybridges.org) and on the employee payroll website.

This does not include the hiring of a Limited term employee to fill in for a current employee on a Leave of Absence or for a short-term contract/project.

**(4) Internal Transfers**

Seniority shall prevail among workers at a program who request to their supervisor that they be assigned to a vacant shift within the same classification in their program at their site. Upon written request to the Program Director, workers shall be transferred within a reasonable time to any subsequent vacant positions in their current job classification at other sites in their current program. If more than one worker requests the transfer, seniority shall prevail. In the event of the same seniority, the first request shall prevail.

Subsequent vacancies shall be filled in the same manner, with the resulting final vacancy filled by internal promotion or recruitment.

**(5) Promotions**

The in-house promotion process shall be used as follows:

**(a) CDD**

When there is a vacant permanent position in a program, all on-call substitutes in the same job class shall receive five work days' written notice of the vacancy. Within five (5) days of receipt of this notice, on-call substitutes who provide written notice of interest in the vacancy shall be appointed in order of seniority.

For all other positions, regular Community Bridges employees are guaranteed a first-level interview for vacant positions in any program for which they meet minimum qualifications.

Should two (2) in-house applicants be the top candidates and equally qualified, and have positive references, the position will be offered to the worker with greater seniority. The purpose of internal recruitment is to encourage career development, retain experienced workers and provide consistent program delivery.

**20.0 SENIORITY'S LAYOFF, SUCCESSORSHIP**

**20.1 Seniority**

Seniority is defined as the length of a worker's continuous employment with Community Bridges in a full-time or part-time position, measured from the worker's date of hire. Seniority shall be the criteria for overtime vacation sign up (following California State licensing requirements for teachers) and layoffs.

- a. A worker who promotes or transfers to another job classification continues to accrue seniority in the previously held job classification. All accrued seniority is concurrent and not cumulative.

Interim assignments within affected classifications in that program to perform work temporarily of a higher-paid classification shall be assigned in order of

seniority each time, for periods not to exceed thirty (30) days, except by mutual agreement between the parties. These assignments will be subject to meeting the minimum skills for the job description.

## **20.2 Layoff**

A Layoff is any mandatory reduction in a worker's hours of work or days of work or the elimination of a position because of lack of work or lack of funds. The affected workers and the Union shall be notified in writing at least thirty (30) calendar days in advance of the proposed layoff and shall be afforded the opportunity to meet and confer regarding the decision to layoff and its effects.

The principle of Seniority shall apply in any layoff, within the job classification and/or previously held job classification with the ability to bump per seniority within the affected program.

### **Emergency Layoffs**

When the Employer receives less than thirty (30) days' notice of funding cuts resulting in layoff(s), there shall be no less than two (2) weeks' notice to the employee.

#### **(a) Order of Layoff**

- (1) Call for volunteers (to be considered involuntary for unemployment purposes).
- (2) Limited Term employees.
- (3) Probationary workers in reverse order of seniority.
- (4) Regular full and part-time workers in reverse order of seniority.

If program funding is available from categorical sources, laid off workers, including volunteers, shall be given two weeks' severance pay. Workers to be laid off shall be offered any other vacant positions within the organization for which they are qualified.

#### **(b) Re-call Lists**

- (1) Workers who have been laid off will have recall rights in their classification for a period of twelve (12) months from the effective date of layoff. Workers will be recalled from a call-back list in reverse order of layoff. No open recruitment shall be made to the classification until the recall list has been exhausted.
- (2) If a laid off worker refuses a position from the recall list, their name shall be removed from the list.
- (3) Workers who have been laid off shall be guaranteed an interview for any positions that become available in the agency provided that they possess the minimum requirements for the job.
- (4) Workers who are recalled shall return to this agency with the same seniority that they had when they were laid off. A recalled



worker will accrue vacation time at the same level as when they were laid off, and their previously accrued sick leave reinstated'.

### **20.3 Successorship**

Any employer or agency that acquires the assets or program(s) of Community Bridges is found to be a successor and is therefore obligated to bargain with the Union as the sole representative of the bargaining unit employees.

The current contract will remain in effect and any and all side letters and memoranda will be included as part of the collective bargaining process.

## **21.0 HEALTH AND SAFETY**

**21.1** No worker will be required to lift more than forty **(40)** pounds unassisted. However when the safety of a child is at stake, workers will take necessary action to remove a child from harm.

Workers will be provided protective gloves and eye-guards for use when attending to or cleaning up from blood, vomit, urine, or fecal matter.

**21.2** Each worksite will have an earthquake evacuation plan and an earthquake safety kit. It will be the second function of the Health and Safety Committee to create an evacuation plan and supply each workplace with an appropriate and adequate earthquake safety kit.

## **22.0 SUPERVISOR EVALUATION**

a. In June of each year Union workers will be invited to complete an anonymous evaluation of the Site Supervisors, the Directors, and the CEO. The results of the evaluations will be tabulated and presented to the CEO for inclusion in the Executive Session Agenda for the next Board of Directors' Meeting. The Labor-Management Committee will develop this evaluation.

## **23.0 TERMS/FULL AGREEMENT**

The term of this agreement shall be from August 1, 2014, through July 31, 2015

This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment.

During the term of this Agreement, the Agency and Union expressly waive and relinquish the right to bargain collectively on any matter:

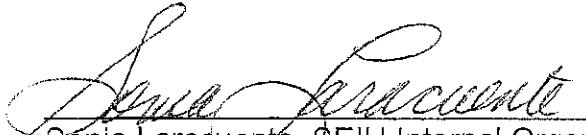
Whether or not specifically referred to or covered in the Agreement, even though not within the knowledge or contemplation of either party at the time of negotiations; even though during the negotiations the matters were proposed and later withdrawn; it is

understood and agreed that the specific provisions contained in this Agreement shall prevail over the Agency practices and procedures and over state laws to the extent permitted by state law. In the event any new practice, subject or matter arises during the term of this Agreement, and an action or change in working conditions is proposed by the Employer, the Union shall be afforded a minimum of two (2) weeks' notice and shall have the right to negotiate upon request.


The parties agree that this contract supersedes and replaces previous contracts entered into between the Agency and the Union.


This Memorandum of Understanding is entered into by the Service Employees International Union Local 521 and Community Bridges August 1, 2014 and is executed on the behalf of the following parties by the following representatives.

On behalf of SEIU Local 521

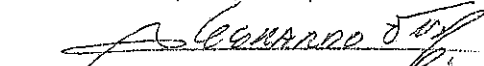
  
Sonia Laracuente, SEIU Internal Organizer

03/03/2015  
Date


  
Julio Espinoza, Shop Steward

  
Alma Felix, Shop Steward

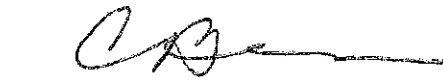
  
Daniel Vasquez, Shop Steward


  
Gerardo Velasquez, Shop Steward

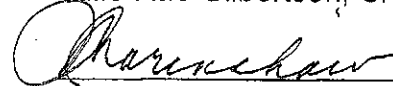
On behalf of Community Bridges

  
Raymon Cancino, CEO

3/9/15  
Date

  
Cathy Benson, CFO

  
Julie Rae Gilbertson, CHRO

  
Susan Marinshaw, CEO