

Agreement Between

**Local 521
Service Employees International Union**

and

Monarch Services

(Formerly Women's Crisis Support – Defensa de Mujeres)

May 6, 2014 – May 5, 2015

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The Right to Representation

You have the right to have a Union representative with you during any interview with a supervisor or manager which may result in discipline.

1. It is **your responsibility** to request to have a Union representative present.
 2. You must have a reasonable belief that **discipline may result** from the meeting.
 3. You have the **right to know** the subject of the meeting and the right to **consult your Union representative** before the meeting to get advice.
 4. **Do not refuse** to attend a meeting if a steward is requested but denied. Attend the meeting, but continue to insist upon your right to have a Union representative present. If this fails, do not answer any questions. Take notes of what is said in the meeting and contact your steward immediately following the meeting.
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EL DERECHO A LA REPRESENTACIÓN

Ud. tiene el derecho de tener presente a un representante de la Unión en cualquier junta/interrogatorio con un supervisor o gerente que pueda resultar en alguna acción disciplinaria.

1. Es **su responsabilidad** pedir que asista un representante de la Unión.
2. Ud. tiene que creer que la discusión **puede resultar en una acción disciplinaria**.
3. Ud. tiene el **derecho de saber** de antemano de que se trata la junta y el **derecho de hablar con su representante de la Unión** para consultar antes de la junta.
4. **No rehuse** a asistir a una junta aunque no le sea permitido la ayuda de un delegado de la Unión. Asista a la junta y siga insistiendo en su derecho de tener presente a un representante de la Unión. Si no le permiten tener a su representante, no conteste las preguntas. Escriba todo lo que le digan en la junta y comuníquese con su delegado inmediatamente después de la junta.

ARTICLE 1 - PREAMBLE

This collective bargaining agreement is entered into by Monarch Services (hereinafter referred to as the Employer) and Local 521, Service Employees International Union (hereinafter referred to as the Union). The Employer and the Union agree that harmonious labor/management relations are to be promoted and furthered to provide the highest quality service to the community and clients.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all workers including on-call advocates excluding managers, confidential workers, guards and supervisors, as defined in the National Labor Relations Act as it relates to wages, hours and working conditions. Also excluded are: interns, work study students, casual workers, youth employment.

It is agreed that interns, work study students or youth employment will not be used to replace the work of current or laid off bargaining unit members/positions.

ARTICLE 3 - MANAGEMENT RIGHTS

It is mutually agreed that it is the right and duty of the Monarch Services administration to manage the Agency, to exclusively determine the methods, manner and means of accomplishing the purposes of the Agency and to direct the working forces. This includes, but is not limited to, the right to hire, transfer, promote, demote, reclassify, assign, layoff, discharge, and otherwise discipline workers, subject only to the specific conditions set forth herein.

ARTICLE 4 - UNION SECURITY

4.1 Union Shop

It shall be a condition of employment that all workers of the Employer covered by this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall, within thirty-one (31) calendar days following the effective date of this Agreement, become and remain members in good standing in the Union. All workers covered by this Agreement and hired on or after its effective date shall, within thirty-one (31) calendar days following the beginning of such employment, become and remain members in good standing in the Union.

Workers who are required hereunder to maintain membership and fail to do so and workers who are required hereunder to join the Union and fail to shall be replaced by the Employer upon notice in writing from the Union.

The Employer will supply the Union with the name, address, telephone number, job classification and Social Security number of workers hired or terminated within thirty (30) days of their hiring or termination. The Employer will allow a shop steward to

provide an orientation to each new worker at the time of hiring for not more than thirty (30) minutes during paid time.

4.2 Dues Deduction

The Employer shall deduct the amount of Union dues as specified by the Union, from the pay of all workers covered by this Agreement who have voluntarily provided the Employer with a written assignment authorizing such deductions. The written assignment shall be on a Payroll Deduction Authorization form provided by the Union. Such sums shall be remitted to the Union, together with a list of names of members from whom deductions have been made. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, or liabilities that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this Article.

4.3 C.O.P.E. (Committee on Political Education)

Workers may voluntarily elect to have contributions deducted from their paychecks 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. The Employer shall transmit to the Union such deductions on a check separate from regular dues deduction.

ARTICLE 5 - UNION REPRESENTATION

5.1 Union Field Representatives

Union Field Representatives will be admitted to the facility for the purpose of conducting Union business including Union meetings for bargaining unit members. This right will be exercised reasonably and will not interfere with clients or interrupt workers in the performance of their duties. Such representatives will check in with the Executive Director or designated representative prior to entry.

5.2 Union Stewards

The Employer agrees to recognize Union Stewards designated by the Union to receive and investigate complaints, assist in the resolution of grievances or potential grievances, and see that the terms and conditions of this contract are observed. The Union will notify the Employer, in writing, of the names of designated Union Stewards. The Employer shall allow each designated Shop Steward up to three (3) hours paid release time each month to perform any necessary representational duties as defined in sections (a) - (c) below; the three (3) hours steward release time does not include the Labor/Management Committee.

Union business shall be conducted at mutually agreed upon times and locations between the management and the Union. If the Union states the issue is urgent, management will respond as quickly as possible.

- A. To act as a representative of a worker for any step of the grievance procedure, including formal arbitrations and informal meetings with supervisors or other managers to discuss concerns, which may potentially become grievances.
- B. To act as a representative of a worker during an investigatory interview or other meeting conducted by the Employer where the worker has reason to believe that disciplinary action may potentially result from the interview or meeting.
- C. To meet with a worker to investigate a potential grievance.

The Steward will coordinate any such release time from her or his supervisor or designee, but will not be asked to inform the supervisor of the specific nature of the meeting, and shall only be required to identify the subsection above which authorizes the use of release time. The steward shall note release time separately on her/his time card. The steward, unless authorized by the worker being represented by the steward, of these meetings, shall hold confidentiality.

5.3 Negotiations

Up to two (2) workers shall be granted reasonable release time for the purpose of taking part in negotiations with the employer. The amount and scheduling of such release time will be by mutual agreement.

The Employer recognizes that workers who take part in contract negotiations can exercise the right to flex their work schedule to allow them to make up for the work time lost while at the bargaining table. Workers will coordinate their flexed schedules with the approval of their immediate supervisor.

5.4 Bulletin Boards and Distribution

The Employer will provide or designate a bulletin board at each worksite for posting of communications having to do with official Union business. Only communications having to do with official Union business shall be posted on these boards. Only a Steward or designated Union representative shall post notices and remove materials on the bulletin board. Other than employer provided bulletin boards, no employer equipment, supplies, or materials shall be used by or at the direction of bargaining unit members for the preparation and distribution of information relating to Union business.

The Union may distribute official union materials to workers in its Representation Unit through inter-office mail, by email and/or fax. Workers may contact the Shop Steward or the Field Representative regarding representational matters as defined in Section 5.2, a-c. However, contract negotiation preparation shall occur on the worker's own time.

The Shop Steward may contact the Field Representative via Agency e-mail, fax or telephone regarding representational matters on paid release time, for the amount specified in Section 5.2. Non-representational union business must be conducted through inter-office mail only on non-work time.

Union notices may also be distributed to workers using the Employer's internal distribution system.

ARTICLE 6 - NO STRIKE OR LOCKOUT

There shall be no strikes, slow downs or other stoppages of work by Union workers and no lockout by the Employer during the term of this agreement. It shall not be a violation of this Article for a worker to refuse to cross a sanctioned picket line nor will refusal to cross a sanctioned picket line be just cause for discipline.

ARTICLE 7 - NO DISCRIMINATION/HARASSMENT

The Employer shall maintain a work place free of discrimination and/or harassment based upon race, color, ancestry, creed, spiritual belief, sex, marital status, sexual orientation, veteran status, political activity, age, national origin or ancestry, mental or physical handicap, disability, medical condition, physical characteristics, Union activity, or any other consideration made unlawful by Federal, state or local laws. This policy shall apply to recruitment, selection, promotion, training, discipline and all other aspects of employment.

ARTICLE 8 - SAFETY

8.1 Compliance and Reporting

The Employer and its workers will conform to and comply with all federal, State and local health and safety laws and regulations. The Employer will take all steps necessary to insure that workers receive appropriate health and safety training. Workers shall make a reasonable attempt to report safety and health hazards to their supervisor or Executive Director if a supervisor is unavailable.

No worker shall be required to work under unsafe conditions nor perform tasks which endanger the worker's health, safety or well being. A worker's refusal in good faith to perform a task which she reasonably believes to be unsafe shall not be just cause for discipline.

Any worker refusing to work under this section shall immediately report the unsafe condition to her/his supervisor. The Agency will work to correct unsafe conditions.

8.2 Health and Safety Committee

To ensure that safety issues are adequately addressed a joint Labor/Management committee shall be formed. The committee shall be composed of one member

appointed by the Executive Director and one member of the bargaining unit elected from each separate worksite, including the shelter and the Union Field Representative. Workers who participate in the Health and Safety committee shall be compensated for their time at their regular rate of pay.

Activities of the committee may include, but are not limited to; safety issues, ergonomic guidelines, earthquake preparedness, and self-defense instruction. The committee shall meet at least quarterly but may meet more frequently to resolve serious Health and Safety issues or to meet deadlines. Prior to each meeting an agenda shall be published and workers shall have the opportunity to add their concerns to the agenda. Minutes of each meeting shall be kept and distributed within one week of each meeting. Management and workers shall have joint responsibility for keeping and distributing minutes. Committee recommendations for action/ implementation shall be submitted promptly to the Executive Director. The Executive Director shall, within two weeks of receipt of committee recommendations, respond in writing to the committee with the details of her/his decision.

In the event that the parties cannot mutually agree over a resolution to their particular Health and Safety issue, the committee may ask the advice or recommendation of consultants or authorities on Health and Safety matters.

8.3 Intent

It is the intent of this article that any and all policies or decisions of this committee be incorporated into the Personnel Policies Manual.

8.4 Communication

The Agency understands that workers who provide direct client services may experience vicarious trauma from contacts with clients. Workers performing direct client services are encouraged to discuss their caseload, especially difficult cases or problems with their supervisors and co-workers. Workers who reasonably use work time for this purpose shall not suffer any adverse action.

ARTICLE 9 - WAGES

9.1 Cost of Living Increase

Effective July 1, 2014, a 3% increase will be given to all current regular employees (and those not affected by the On-Call Advocate salary adjustments in **Appendix A.**)

9.2 Salary Ranges

Salary Steps will be frozen for the term of this agreement.

Step 1 - Start Rate is the minimum rate for any worker. All new workers shall be hired at the start rate for their classification.

Step 2 - Shall become effective after working the equivalent of twelve calendar months, including use of accrued Paid Time Off (PTO) and holiday time. Step 2 is .35 cents per hour above the start rate.

Step 3 - Shall become effective after working the equivalent of 24 calendar months, including use of accrued PTO and holiday time. Step 3 is .40 cents per hour above Step 2.

Step 4 - Shall become effective after working the equivalent of 36 calendar months, including use of accrued PTO and holiday time. Step 4 is .45 cents per hour above Step 3.

Step 5 - Shall become effective after working the equivalent of 48 calendar months, including use of accrued PTO and holiday time. Step 5 is .50 cents per hour above Step 4.

9.3 On Call Duty

On call duty shall be defined as a period of time when a worker has agreed to be available by telephone and available to respond to SARTs or DVRTs. On Call duties include crisis line, domestic violence response, and associated paperwork related to these duties. Additionally, all time spent answering agency phone calls shall be considered time worked. Working in other agency programs or administrative work in the business offices are not considered on call duties.

9.4 Call-Out Compensation

Workers responding to a crisis call, or performing sexual assault or domestic violence in-person emergency response, or related crisis work shall be compensated at the rate of pay specified in **Appendix A** for all time worked.

9.5 Bilingual Pay

The Employer shall provide bilingual payment of an additional .75 per hour above the base hourly rate where: the position is designated as requiring bilingual skill and the worker has successfully passed the Employer's standard bilingual examination.

The Employer shall periodically review positions designated as requiring bilingual skills to determine the number, location, language and/or skill level required of positions to be designated as requiring bilingual skills. The Employer may require retesting workers for the purpose of recertifying the necessary skill level. A worker may formally request a review of her/his position for a bilingual designation. The Employer will notify the Union of such request and proceed with a study of the position to determine the practicability

of a bilingual designation. The Union and the Employer agree to meet and confer on the results of the study.

Bilingual pay shall be removed when the criteria as outlined herein ceases to be met.

Workers who qualify for bilingual pay shall be expected to perform routine oral and written translation services. The Employer's use of contracted translators is authorized.

9.6 Work Out of Classification

Workers who agree to perform work in a classification with a higher salary range or workers who agree to duties which do not reasonably relate to the worker's classification shall receive a minimum 5% differential for performance of said duties. Work out of class must be performed a minimum of three (3) consecutive days. Differential pay will be back paid to first day of out of class work. A worker may refuse an assignment of less than 3 consecutive days.

Work out of class shall be assigned by seniority among all volunteers qualified to do the work. The Employer agrees to post the opportunity.

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

9.7 Transfer/Reassignment

Workers may not be transferred or reassigned to another work site without a minimum of ten (10) working days written notice. All efforts will be made by the Employer to accommodate hardship incurred by a proposed transfer/reassignment. No worker shall be transferred/reassigned to another worksite for arbitrary or capricious reasons or as discipline. In case of a bona fide emergency, the Employer will notify the worker, the shop steward and the Union within twenty-four (24) hours.

9.8 Mileage Reimbursement

Any worker who is required to use a personal vehicle in the course of duties will be reimbursed for all mileage traveled for work purposes. Mileage will be paid at the maximum rate allowable for tax purposes by the Internal Revenue Service.

9.9 Longevity Pay

Upon completion of the equivalent of four (4) calendar years of service, workers shall receive a 3% longevity pay increase. Upon completion of the equivalent of six (6) calendar years of service, workers shall receive a 4% longevity pay increase. This clause will expire and be withdrawn on December 31, 2011.

9.10 Travel Time

Workers traveling outside Santa Cruz County and Pajaro Valley to attend required trainings or conferences shall be paid their regular rate of pay for travel time to and from their normal worksite and overtime for travel that exceeds eight hours.

Any worker has the option to decline attendance at trainings or conferences outside the above mentioned areas. A worker's decision to decline attendance at these trainings or conferences shall not be cause for discipline.

ARTICLE 10 - HOURS OF WORK/OVERTIME

10.1 Schedules

Workers shall be assigned regular starting and quitting times. No significant (i.e. proposed shift restructure or proposed hours reduction) schedule change shall be made without 30 days notice to the worker.

The workweek shall begin on Sunday at 12 a.m. and end on Saturday at 11:59 p.m.

10.2 Alternative Schedules

For shelter workers, 12 hour shifts may be established or deleted by mutual agreement between the Union and the Employer. No worker shall be required to work more than three 12 hour shifts in a work week.

Compensation for alternative schedules shall be paid according to Article 10.6 C (Overtime -exceptions).

Monthly on-call shifts shall be assigned based on a worker's availability and seniority. Managers will make every attempt to assign shifts equitably.

10.3 Minimum Advocate Scheduling

There shall be a minimum of 1 Advocate scheduled during non-business hours. During these times, crisis response opportunities will be offered first to the On-Call Advocate on shift, then to the Volunteer on shift, and then to the Shelter Advocate on shift.

The Employer shall make every effort to fill all shifts in order to promote Advocate stability. Advocates will work a minimum of 12 hours per month, unless approved by a manager.

10.4 Full Time Work

The number of hours assigned to a bargaining unit position shall not be designed to avoid health benefits, paid time off accrual, holiday pay or any other benefit. (For

example if health benefits are fully paid by the Employer for 40 hour per week workers, the Employer shall not create 39 hours positions.) In addition, hours actually worked shall apply to paid time off, holiday pay, and health benefits. For example, if a 25 hour per week worker works more than 25 hours per week, he/she will receive health benefits and accrue paid time off and holiday pay based on the number of hours actually worked.

Whenever appropriate, it is the intent of the Employer to create 40 hour positions.

10.5 Call-Out Shift Differential

In addition to their regular pay, workers called out to perform domestic violence in-person emergency response duties between the hours of 8 p.m. and 8 a.m. shall receive a \$1.00 differential per hour for each hour worked on the crisis response. Workers working shifts at the shelter will not receive the call-out differential.

Workers responding to a SART (Sexual Assault) will receive a rate of \$21.00 per hour for time spent responding exclusively to a SART. The shift differential from 8pm to 8am will not be affected by this rate. All non-exempt employees who are trained with SARTs are eligible for this differential pay.

10.6 Overtime

A. Overtime shall be defined as:

All hours worked (including call out) in excess of 8 hours in one workday or 40 hours in one work week. Paid time off and holiday leave do not count toward overtime.

B. Overtime shall be compensated as follows:

All hours worked in excess of 8 hours but less than 12 hours per work day shall be paid at one and one half times the regular hourly wage. All hours worked in excess of 40 hours in a work week will be paid at the appropriate overtime rate. All hours worked in excess of 12 in a work day shall be paid at double the regular hourly wage. Hours worked on the seventh consecutive day in a work week shall be paid at one and one half times the regular hourly wage for the first 8 hours and double the regular hourly wage for all hours worked in excess of 8 hours.

C. Exceptions

For shelter staff only :

Four ten (10) hour shifts:

All hours in excess of 10 hours per day shall be paid at one and one half times the regular hourly rate.

12 hour shifts:

All hours in excess of 12 hours per day shall be paid at double the regular hourly wage. All hours for case management, staff meetings or other required assignments that are not included in the 12 hour shift (in a 24 hour period) if in excess of a regularly scheduled work shift shall be paid at one and one half times the regular hourly wage.

In acknowledgement that many workers have family, outside employment, and other obligations outside of regular work hours, no worker request to be exempt from an overtime assignment will be unreasonably denied. Workers working overtime must obtain prior authorization from their immediate supervisors. When workers are going through mandatory training, the Employer reserves the right to adjust their regular work schedule to minimize overtime.

10.7 Rest Periods

Workers are entitled to a rest period of 15 minutes for every 4 hours of work and a lunch break if scheduled to work for 5 hours or more in a day. Workers shall have the choice of an unpaid half hour or one hour unpaid meal break. Mealtimes may be taken any time between the beginning of the third (3rd) and fifth (5th) hours of work. Meal breaks shall be taken in such a way as to not interfere with the work of the program. All shelter workers agree to sign an On-Duty Meal Period Agreement of the type attached to this Agreement as **Appendix B**.

A. Work Relief

Management will schedule relief back up for breaks and lunch for all workers. Workers will notify their relief back up and answering service, if applicable, before and after breaks and lunch. For breaks, lunch and shift changes or crossovers, workers will update appropriate staff on program status information.

Workers are not authorized to work without taking their rest and lunch breaks. Workers who work during the rest or lunch break, must obtain prior approval from their supervisor and sign an On-Duty Meal Period Agreement of the type attached to this Agreement as **Appendix B**.

ARTICLE 11 - HEALTH BENEFITS

11.1 Health Insurance

The Employer will make a comprehensive health plan available (including health, dental, and vision) for all unit workers. Spouse/Principal Domestic Partner and dependent

coverage shall be a plan option. Eligibility for health benefits will begin the first of the month following the first day of employment

Medical premiums for worker coverage shall be paid by the Employer as follows:

- 30 hours per week or more = fully paid by the employer
- 20-29 hours per week = 75% paid by the employer
- Less than 20 hours per week = option to buy at workers expense.

Workers may cover their spouse, principal domestic partner, and other eligible dependents at their own expense.

The parties acknowledge that there may be a change of medical providers and premiums during the term of this agreement.

11.2 Provider Selection Process

Two labor and two management representatives shall form a committee to meet in March of each year to review the current medical plans and premiums. The committee shall discuss the solicitation of bids from other medical plan providers; plan design, and premiums. The committee shall meet again to review any bids received and premium rates for the subsequent plan year. The committee shall reach agreement on any change in health benefits (including medical, dental, and vision) through the consensus process. In the event that the committee does not reach consensus, the Executive Director shall make the final decision.

ARTICLE 12 - JOB DESCRIPTIONS/VACANCIES

12.1 Job Descriptions

Written job descriptions will be maintained for all classifications. Proposed material changes to Union job descriptions, new Union job classifications created, and Union salary ranges are subject to negotiations. The parties agree that changes to job descriptions will be discussed in a timely manner within five business days. All positions and salary ranges covered by this agreement are listed in **Appendix A**.

12.2 Internal Recruitment/Promotional Opportunities

New or vacant positions shall be posted internally for a minimum of five (5) business days prior to outside advertising for position recruitment. Employer business days are Monday - Friday. The Employer will e-mail job announcements to On Call staff, and will post the announcement at every site where Employer work is conducted. Such sites include but are not limited to the shelter and the business offices. Vacancies and new positions shall be filled internally if there are qualified applicants in good standing. "Qualified" is defined as meeting the minimum qualifications for the position, having satisfactory or above evaluations of the time of recruitment and having no discipline of

written warning or greater for the prior year. If two applicants are equally qualified, the position shall 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.

12.3 Interview Process

The Labor/Management committee shall discuss and work to implement methods for line staff to participate in the interview process. The Agency shall retain sole authority in the candidate selection process.

12.4 Good Standing

The term "good standing," as used throughout this Agreement shall mean that the worker has no oral discipline within the last six months and no written discipline within the last 12 months.

ARTICLE 13 - SENIORITY AND LAYOFF

13.1 Seniority

- A. Seniority is defined as the length of a worker's continuous employment with the Employer in a full-time or part-time position, measured from the worker's most recent date of hire or re-hire.
- B. Any worker who resigns her/his employment in good standing, shall have the opportunity to apply for vacant positions within the Agency. If the worker is qualified and hired within 6 months of resignation, the worker shall retain his or her/his original date of hire, except that the date will be adjusted to reflect the amount of time between the date of resignation and the date of reinstatement. If the worker is rehired in the previously held position, she/he shall retain her/his last rate of pay.
- C. Seniority from the most recent date of hire or re-hire shall be the criteria for shift selection.

13.2 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 worker(s) and the Union shall be notified in writing at least 20 working days in advance of a 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.

- A. Order of Layoff

1. Call for Volunteers (to be considered involuntary for unemployment purposes)
2. Temporary workers
3. Introductory workers in reverse order of seniority
4. Regular full and part time workers including workers who perform on-call duties in reverse order of seniority.

Workers who are laid off shall be given 2 weeks severance pay.

Workers in good standing to be laid off shall be offered any vacant position for which they are qualified.

B. Re-call Lists

1. The principle of seniority, good standing, and qualified shall apply to recall. Workers who have been laid off in good standing will have re-call rights in their classification for a period of 12 months from the date they were laid off. The names of such workers shall be placed, in the reverse order of their layoff, on a re-call list for that classification. Workers are to be called back to work from layoff according to their placement on the list. No open recruitment shall be made to the classification until this re-call list is exhausted.

It is the responsibility of the worker to keep her/his contact information current with the Employer.

2. If a laid off worker refuses a job in her/his or his classification for which she/he is qualified, the laid off worker shall then be classified as a voluntary resignation and removed from the re-call list.
3. Regular and introductory workers who have been laid off shall be guaranteed an interview for any positions that become available in any program in the Agency providing that they possess the minimum requirements for the job and were in good standing at the time of layoff.
4. Workers who are recalled after layoff shall return to the Agency with the same seniority that they had when they were laid off. A recalled worker shall accrue paid time off at the same level as when she/he was laid off and return to the same pay rate.
5. Workers who have been laid off will have re-call rights. Re-call rights are to the classification held at the time of layoff or for another job classification provided that the worker meets the minimum qualifications

for the position and at the time of layoff was in good standing. Salary for classifications offered other than that from which the worker was laid off will be established at the time the position is offered to an worker with recall rights.

ARTICLE 14 - PERFORMANCE AND DISCIPLINE

14.1 Introductory Period

Regular full-time workers shall serve an introductory period of three months (520 hours) of uninterrupted service ($3/12 \times 2080 = 520$ hours). In the case of part-time workers, the introductory period will be apportioned as a function of the worker's schedule. As an example, a half-time worker would serve an introductory period of 260 hours ($3/12 \times 1040 = 260$ hours). Following introduction, workers are regular. Once regular, seniority shall accrue from the most recent date of hire.

Workers who are promoted or who accept a different position shall serve an introductory period of three months or the apportioned equivalent in the new position. The anniversary date shall be changed to reflect the date that the worker entered the new position. In cases where the new position does not result in a pay increase, the anniversary date will remain the same. For purposes of layoff, all seniority held in previous classifications will remain.

14.2 Evaluation

A worker's supervisor will present the worker with a written evaluation upon completion of introduction and annually on the anniversary date of hire. The worker shall have the option to evaluate the supervisor. Performance reviews shall assist a worker to become aware of progress, area for improvement and goals and objectives for future work performance. A worker who does not agree with her/his evaluation may first discuss with his/her supervisor, or he/she may, within 5 days, file a written statement for her/his personnel file or may appeal an unsatisfactory evaluation to the Executive Director.

Workers shall be provided the opportunity during their annual evaluation to identify in writing job duties that are outside their job description that they are consistently performing and also those in their job description that they are not consistently performing. Workers may request a meeting with their manager to discuss these issues including consideration of compensation adjustments and possible changes of job description.

14.3 Discipline/Just Cause

The Employer shall notify a worker and the Union in a timely manner of an intended formal discipline. Formal discipline shall be defined as termination, suspension,

involuntary demotion or other reduction in pay. Discipline shall only be for just and sufficient cause. The Employer agrees discipline shall be progressive except in instances of gross misconduct where immediate action is necessary. The steps of progressive discipline will be as follows: oral warning, written warning, suspension(s) or demotion, termination. Workers or their representatives shall have the right to appeal formal discipline as specified in the grievance procedure. Workers and their representatives are assured freedom from restraint, interference or reprisal for appeals of formal discipline.

14.4 Release from On-Call Work

On-Call workers who fail to work for a minimum of twelve hours per month, (unless approved by a manager) shall be released from employment and taken off the payroll. Workers will be notified of such release by mail.

ARTICLE 15 - GRIEVANCE AND ARBITRATION

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

15.1 Grievances

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 any aspect of a worker's wages, hours, or working conditions. 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.

15.2 Procedure and Steps

A. Informal

Workers are encouraged to act promptly through an informal meeting with their immediate supervisor 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) business days of occurrence or knowledge of an alleged grievance, after informal steps have been taken, the grievance may be presented to the Executive Director, or her/his designee. A grievance shall contain the following information.

- a. The name of the grievant
- b. The specific nature of the grievance
- c. The date, time and place of occurrence
- d. Specific provisions of the union contract or personnel rules that have been violated.
- e. Steps at informal resolution
- f. The remedy desired
- g. The name of the representative chosen by the worker, if any

The grievant (worker) shall be allowed reasonable time to meet with her/his designated representative. In an attempt to achieve settlement of the matter, the representative may discuss the problem with worker immediately concerned and, when necessary, investigate in the impacted worker's personnel files with signed release from the worker.

The Executive Director, or designee, shall provide a written decision within fifteen (15) business days of receipt of the grievance.

C. Step II

If the grievant remains unsatisfied with the Executive Director's response, she/hemay, within ten (10) business days of receipt of response, notify the Executive Director in writing that the grievance will be submitted to the Monarch Services Board of Directors for an appeal. The Board of Directors will appoint a hearing officer(s) for said appeal. Within ten (10) business days of notice of appeal to the Executive Director, the hearing date shall be scheduled as soon as practical by mutual agreement of the parties to the appeal and the hearing officer(s). The hearing officer(s) will render a decision within ten (10) business days of hearing the appeal.

D. Step III

If the grievant remains unsatisfied with the Board's response, she/he may, within ten (10) business days of receipt of response, notify the Executive Director in writing that the grievance will be submitted for arbitration. The Union and the Employer will request a list of seven (7) names from the State Mediation and Conciliation Service. Within ten (10) business 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. 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.

Time lines may be waived or extended by mutual agreement.

ARTICLE 16 - HOLIDAYS

16.1 Holidays Off

The following paid holidays are provided to eligible workers. Full time workers will receive 1 paid day off for each full day of holiday time. Part-time workers will receive prorated paid holidays.

New Year's Day, Martin Luther King Jr. Birthday, Presidents' Day, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Winter Celebration Eve (December 24), Winter Celebration Day (December 25), and New Year's Eve Day,

16.2 Holiday Pay

A worker who works or is on call on one of the above holidays shall be paid straight time in addition to their regular holiday pay for all hours worked on the holiday.

On-call Advocates who work on a holiday shall receive 2 times their regular rate of pay. Workers on a 10 or 12 hour schedule shall receive a maximum of 8 hours pay for each holiday.

Should a holiday fall on a Saturday, the holiday shall be observed the preceding day (Friday). Should a holiday fall on a Sunday, the holiday shall be observed the next day (Monday).

ARTICLE 17 - PAID TIME OFF

17.1 Accruals: Workers may use accrued paid time off for vacation, sick day, or personal time off. Workers on unpaid leave do not accrue paid time off.

Workers earn paid time off (PTO) at the following rates:

Years of Employment	PTO Accrual
0-3 years	18 days per year
4-6 years	22 days per year
7-9 years	26 days per year
10 years and thereafter	28 days per year

Workers who work 20-39 hours per week accumulate PTO on a prorated equivalent. On call Advocates shall not accrue PTO benefits.

17.2 Accrual start date

Workers will be eligible for accrued PTO as soon as it is accrued

17.3 Maximum Accrual

PTO can accrue to a maximum of 160 hours. Once this cap is reached, no further PTO will accrue until some paid time off is used. There will be no advance of unearned PTO. Workers' will not be paid for any time in excess of accrued paid time off.

17.4 PTO Requests

Workers are required to notify his/her immediate supervisor at least one hour before they were scheduled to work if they are sick.

PTO leave requests and approvals will be based on operational needs. PTO shall be used at a time mutually agreed by the worker and the supervisor, and must be scheduled at a time that will not cause disruption or interfere with agency programs. PTO should be requested at least two weeks before for 1-2 days off. For 3 days or more of PTO, Monarch Services needs a request at least one month in advance. The Executive Director will resolve any conflicts in PTO scheduling. If a holiday falls during a workers paid time off, the day will not be charged to accrued PTO hours.

17.5 Termination and PTO Pay

Workers will be paid for all unused accrued PTO leave upon termination of employment.

17.6 PTO Sell-Back

Sell back of PTO is not allowed.

ARTICLE 18 - PAID AND UNPAID LEAVES

18.1 Bereavement Leave

Workers may have up to three (3) paid days of bereavement leave when absent because of the death of a worker's current spouse, domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, daughter-in-law, step-child, step-parent, or step-sibling. If, on account of the death of such person, a worker is required to travel a distance greater than three hundred (300) miles one (1) way, the worker may take up to a total of five (5) paid days of bereavement leave. Upon the worker's request, she/he may take up to an additional five (5) days of accrued and unused PTO. Any more time off necessitated by the bereavement shall be subject to the advance approval of the Employer.

18.2 Jury Duty Leave

Workers will receive full pay while serving up to five days of jury duty. Workers must notify their supervisor of the need for time off for jury duty as soon as a notice from the court is received. Workers may be requested to provide written verification from the court clerk of having served. If work time remains after any day of jury selection or duty, a worker will be expected to return to work.

18.3 Disability Leave

Each worker contributes through payroll tax to California's State Disability Insurance programs. Disability insurance is payable when a worker cannot work because of illness or injury not caused by employment. An additional tax funds the State's Paid Family Leave program, and provides partial wage replacement for absences related to care of a family member or bonding with a new child.

18.4 Leave of Absence Without Pay

Any worker employed by the Employer for more than six months, may request a leave of absence without pay not to exceed 90 days. If possible, written request for such leave should be submitted to the Executive Director at least 90 days prior to the date of the leave. In the event of an urgent personal emergency the 90 day notice may be waived.

Leaves will be considered for the following reasons:

Improving skills for her/his position;

Educational purposes directly related to a worker's job duties and requirements.

In the event of urgent personal affairs requiring the full attention of the worker.

Workers are entitled to retain all accrued leave balances, service credit from original date of hire, rate of pay, and position held prior to leave. In the event that the worker on leave wishes to continue health benefits coverage (medical, dental, vision) through the Employer, arrangements will be made for the worker to reimburse the Employer for costs associated with continuing such coverage.

The Executive Director shall make final approval of the leave. Denial of leave will not be for arbitrary or capricious reasons.

Time spent on an unpaid leave of absence shall not count as time worked for the purpose of seniority, step increases, health benefits, and accrual of paid time off or holiday pay.

18.5 Medical/Family Leave

Any worker is entitled to a leave of absence due to the worker's illness; the illness of an immediate family member or the birth, adoption or foster care placement of a child with the worker, under the following conditions:

- A. The worker is to provide the appropriate documentation from a medical professional of any medical disability;
- B. Workers are entitled to use accrued PTO hours;
- C. Parental leave shall not exceed four (4) months relating to the birth, adoption or foster care placement of the child;
- D. Time taken for Medical/Family leave may be counted in increments as small as one hour. A worker may, with the approval of the Executive Director, flex or temporarily alter her/his schedule to accommodate her/his Medical/Family needs. Such approval shall be neither capriciously nor arbitrarily withheld.
- E. A worker's use of Medical/Family time shall not be cause for discipline or negative reports of the worker's performance. However, demonstrated abuse of Medical/Family time shall be reason for poor evaluation or discipline.
- F. If possible, the worker will provide two months prior written notice to the supervisor as to the amount and dates of leave to be taken;
- G. The worker shall be entitled to health insurance benefits paid by the Employer; any payments for benefits normally paid by the worker must continue to be paid by the worker for continued coverage during the leave;
- H. Should a worker not return from her/his approved leave she shall be responsible for reimbursing the Employer for the cost of any health benefits that the employer paid during her/his absence.
- I. When a worker returns from Medical/Family leave, she shall return to her/his same or substantially equivalent position, if available, without loss of seniority, salary step, or benefits. Nothing in this provision shall require the Employer to retain a position that, in its business judgment, should be eliminated or restructured. In the event that a worker's position will be eliminated or restructured while she is on approved Medical/Family leave, the employer will seek in good faith to notify the worker of the impending change and its impact on her/his employment and offer her/his alternate employment accommodations. Such accommodations may include, but are not limited to: lateral transfer to another available position for which the worker is qualified, voluntary demotion to a lower available position, or available temporary/relief work. In no case do these changes imply that a worker will lose any accrued

benefits or step levels. (For example: should a category B, step 2 worker need to demote to a category C position, she will remain at step 2.)

- J. Upon returning to work from a medical leave of absence, the worker must furnish a medical release in writing.

ARTICLE 19 - TEMPORARY WORKERS

19.1 Time Limits and Seniority

Temporary workers may only be used to perform bargaining unit work during the time it takes to recruit and hire into a vacant position or to cover for a worker on paid time off or other leave. No position shall be filled with a temporary worker for more than 90 days. Should the temporary worker be hired into a permanent position, all time spent in the temporary position shall count as time worked for the purpose of seniority and completion of introduction.

19.2 Exceptions and Benefits

The Employer may, with the concurrence of the Union, utilize temporary workers for longer than ninety (90) days to replace a worker on paid time off or other leave of absence. A temporary worker replacing a worker on leave of absence shall receive holiday pay. Temporary workers pay Union dues in accordance with Article 4.1. Temporary workers may participate in the health benefits at their own expense for the period of employment only.

A temporary worker who fills a permanent position shall receive retroactive paid time off accruals to date of hire. She/he shall be eligible for health benefits. All time spent as a temporary worker shall count towards satisfaction of the introductory period.

A temporary worker with satisfactory job performance and in good standing will be given first consideration should the position in which she/he has worked as a temporary worker becomes available as permanent.

ARTICLE 20 - CONTRACTING OUT

The Employer agrees not to sub-contract work currently performed, or reasonably similar to that currently performed by the bargaining unit, for any period no longer than one (1) month at any one given time. Should the Employer continue to have difficulty filling the subcontracted position, upon consultation with the Union, said position may be renewed two more times on a monthly basis for a total of three month's subcontracting.

The Employer shall provide written notice to the Union for any bargaining unit work to be subcontracted out. The Union shall have reasonable opportunity to meet with representatives of the Employer for the purpose of discussing the effect of the proposed action upon members of the bargaining unit. The Employer will consider any timely (within seven days of written

notice) submission of a Union proposal of effective and economic alternatives by which the services to be contracted out may be provided by members of the bargaining unit. It is expected that the Employer will continue to actively pursue a permanent hire, for any position that is contracted out.

ARTICLE 21 - UNION/MANAGEMENT COMMITTEE

21.1 Labor/Management Committee

The employer and the Union recognize that there may be worker 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, Monarch Services and its represented Union members shall form a joint labor/management committee.

21.2 Committee Composition

This committee will consist of not more than three (3) management representatives and Shop Stewards and Field Representative. The Shop Stewards may make up two of these Union positions. Committee members elected to the Labor/ Management Committee may also sit on the Health and Safety committee or visa versa.

21.3 Meeting Frequency

Meetings will be held quarterly. The committee may elect to hold meetings on a less frequent basis by mutual agreement. Meetings will be at mutually convenient times and locations. The Union representative shall not suffer any loss of pay to participate in the Labor/Management committee.

ARTICLE 22 - TUITION REIMBURSEMENT

For each academic semester or quarter, excluding summer session, the agency will reimburse a maximum of five workers for enrollment costs in classes that are directly related to the worker's job duties and requirements. Enrollment costs include tuition, fees and books required by such classes not to exceed \$150 per person. Reimbursement will be allocated on a first come first serve basis. Criteria for reimbursement are as follows:

1. Workers may only apply for reimbursement once per fiscal year.
2. Reimbursement will be disbursed upon proof of successful completion of the class.
3. Requests for reimbursement must be accompanied by proof of payment.
4. Classes not directly related to a worker's job duties, but which benefit the Agency will be considered for reimbursement.
5. Workers may request reimbursement for language improvement classes.

ARTICLE 23 - CONTINUATION OF POLICIES

23.1 Current Policies

Any current policy in place prior to negotiating this agreement, and not specifically addressed by the agreement, will be continued.

23.2 New Policies

If new policies arise and any changes are contemplated to current policies by the Employer, as they relate to the bargaining unit's wages, hours or working conditions, workers will have the right to participate in any discussions of those changes. The Employer will also notify the Union and provide an opportunity to negotiate, upon request, prior to the implementation of any change.

ARTICLE 24 - TERM OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall remain in effect until May 5, 2015.

ARTICLE 25 - SUCCESSORSHIP/MERGER

This agreement shall be binding upon the successors and assigns of the Employer, during its term, in the same fashion and to the same extent as it is binding on the Employer. The term "successor and assigns" means any purchaser, assignee or transferee of the Employer or the facility, if such purchaser, assignee or transferee conducts or will conduct a similar operation or offer similar services. The Employer agrees that it will disclose to any successor Employer the existence of this agreement and this successorship clause, and agrees further that it shall condition any purchase, assignment or transfer of the Employer or the facility upon an express agreement by the successor Employer to adopt and apply this agreement.

The Employer agrees that if the Employer intends to enter into a purchase, assignment or transfer of the Employer or the facility, it shall give the Union sixty (60) days written notice of that action, which notice shall contain the name and address of the successor or assign and the name of the principal executive officer of that organization.

In the event of a merger, the Union will be given a minimum of 60 days advance written notice by the Employer. Upon such notice, the Union and the Employer will promptly meet and confer in good faith over the effects of the merger.

APPENDIX A – SALARY SCHEDULE

MONARCH SERVICES
SALARY SCHEDULE

Category	Position	Base Salary	Bilingual Differential	Total
A	Accounting Clerk	12.76	N/A	12.76
B	Advocate Coordinator	12.67	.75	13.42
B	Program Coordinator	12.67	.75	13.42
B	Office Coordinator	12.67	.75	13.42
C	Advocate	11.65	.75	12.40
D	Office Assistant	10.35	.75	11.10
E	On Call Advocate	18.00	.75	18.75

APPENDIX C -WELFARE REFORM

No workfare/welfare recipient shall perform bargaining unit work unless he/she becomes a Union member and is paid the same wage as bargaining unit members.

No bargaining unit member shall be laid off nor shall any bargaining unit position be eliminated and be replaced by a workfare/welfare recipient.

APPENDIX D - DIVERSITY

The Employer is committed to a diverse workforce. The Employer is required to make a good faith effort to solicit and consider all qualified applicants without regard to race, color, religion, national origin ancestry, disability, medical condition, marital status, sexual orientation, age, veteran status, physical characteristics, political or Union activity or any other non-merit factor to job duties.

APPENDIX E - FAMILY MEDICAL LEAVE NOTICE

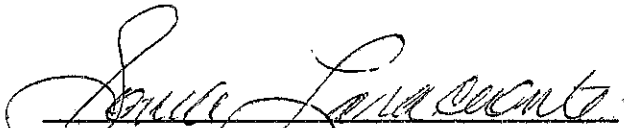
Workers are eligible for family leave if they have worked for the Agency for one year and have a total of 1250 hours worked within the year preceding the requested leave. Workers are entitled to one four (4) month leave for each event and no more than one leave in any twelve (12) month period. See section 18.5 of the contract for further conditions on eligibility for the leave.

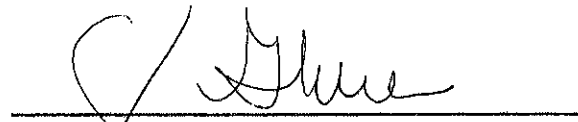
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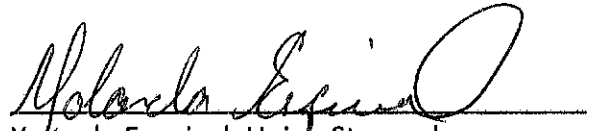
Agreement by and between Local 521, Service Employees International Union, and Monarch Services, May 6, 2014

SEIU LOCAL 521

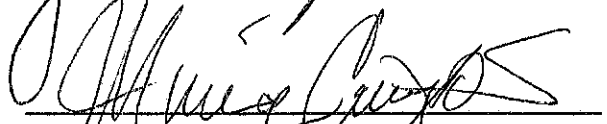
MONARCH SERVICES (Formerly Women's Crisis Support – Defensa de Mujeres)

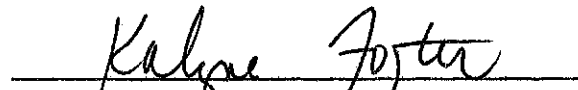

Senia Laracuenta, Field Representative


Cheryl Glover, Board President


Yolanda Esquivel, Union Steward


Laura Segura, Executive Director


Maria Campos, Union Steward


Kalyne Foster, Fund Development Director