

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

4C'S

COMMUNITY CHILD CARE COUNCIL OF SANTA CLARA COUNTY

AND

SEIU LOCAL 521

SERVICE EMPLOYEES INTERNATIONAL UNION

ARTICLE 1 – RECOGNITION AND SCOPE OF AGREEMENT

Section 1.1 - Recognition and Bargaining Unit

Pursuant to the Certification of Representation issued by the National Labor Relations Board in Case No. _____, the Employer recognizes the Union as exclusive representative of all full-time and regular part-time employees employed by the Employer at all its California facilities, listed in the before mentioned NLRB election certification.

Section 1.2 – Positions and/or Job Families Covered

Positions and/or job families covered by this agreement at the time of ratification are contained in Appendix A. If the Employer creates new positions which are appropriately in the bargaining unit during the term of the agreement, those positions shall become part of the bargaining unit and shall be added to the list in Appendix A.

Section 1.3 - Classifications Covered

Classifications of bargaining unit members covered by this agreement at the time of ratification are contained in Appendix A. If the Employer creates new classifications which are appropriately in the bargaining unit during the term of the agreement, those classifications shall become part of the bargaining unit and shall be added to the list in Appendix A.

Section 1.4 - Agency Merger

If the Employer decides to enter into a merger with another agency, it will provide the Union reasonable notice of that decision.

Section 1.5 - Job Descriptions

If the Employer decides to revise or create new job descriptions, it will provide the affected bargaining unit members of that classification and the Union reasonable notice of that decision and an opportunity to provide input.

Article 2 – Union Rights (this provision would be added to our Union Rights 9.13.15 proposal)

Section 2.12 – COPE Deduction

Workers may voluntarily elect to have contributions deducted from their paychecks for Local 521 COPE fund. Such deduction shall be made upon signed authorization from worker and shall be continued until such deduction is revoked in writing. The Employer shall transmit to the Union such deductions once monthly in a separate check from the dues.

ARTICLE 5 – GRIEVANCE PROCEDURE

Section 5.1 - Intent

It is the intent of the parties to resolve problems as quickly as possible. The Union and the Employer pledge aggressive and good faith efforts to resolve grievances at the first step of the procedure provided in this article. Proceedings at any level of this procedure will be as informal and confidential as possible, understanding that the Union may publicize the issues of a grievance, and in so doing, agrees to hold the Employer harmless.

Section 5.2 - Definitions

- a. "Grievance" means any dispute over application or interpretation of a specific provision or provisions of this agreement.
- b. "Grievant" means a bargaining unit member or members who has or have a grievance or the Union on behalf of a specifically identified bargaining unit member or bargaining unit members, or the Union on its own behalf when it claims its rights under this agreement have been violated.
- c. "Discovery" means the date on which a grievant knew or should have known that a potential grievance occurred. The date of "discovery" shall be the date the grievance or potential grievance occurred unless the grievant can show s/he was not aware of or did not receive notice of existence of the grievance.
- d. A document or writing required by any step of the grievance procedure shall be considered to be "received" when it is hand delivered to the Union steward or when it arrives by United States certified mail and the Union's or the Employer's designated representative signs for receipt.
- e. A document or writing required by any step of the grievance procedure is "sent" when it is hand delivered or when it is postmarked by United States certified mail.
- f. The Union will notify the Employer of its current address for purposes of mailing documents pursuant to this article.

Section 5.3 - Step 1: Informal Resolution

Within fourteen (14) calendar days after the occurrence of a grievance, the grievant must present the grievance orally to the grievant's immediate supervisor with the objective of resolving the matter. The

bargaining unit member may notify and/or involve the Union steward with the grievance at his/her discretion. The grievant and the Union steward shall be responsible to notify the Union of the grievance. The supervisor shall provide a response to the grievance to the grievant and the steward (if grievant was represented) within seven calendar days of his/her discussion with the grievant concerning the grievance.

Section 5.4 - Step 2: Written (Formal) Grievance: Human Resources Director

- a. Within seven calendar days of the response at Step 1, or if the supervisor does not provide a response in the seven calendar days following the discussion at Step 1, the grievant may file a formal, written grievance with the Human Resources Director or designated representative. At his/her discretion, the grievant may notify and/or involve the union steward with the grievance.
- b. The formal written grievance shall include the name of the grievant or grievants, the date of the alleged violation, the provision or provisions of the collective bargaining agreement alleged to be violated, the specific remedy sought by the grievant, and a description of the events giving rise to the grievance.
- c. Within seven calendar days after the receipt of the written grievance, the Human Resources Director (or designated representative) and the immediate supervisor (or a representative of the supervisory staff) will meet with the grievant and his/her representative (if the grievant so chooses) in an effort to resolve the grievance.
- d. Within seven calendar days of the meeting, the Human Resources Director or designated representative shall send a written response to the grievant concerning the resolution of the grievance, with a copy to the Union Steward and mailed to the union office, if the grievant was represented.

Section 5.5 - Step 3: Executive Director

If the grievant is not satisfied with the response to his/her grievance at Step 2, the grievant may file a Step 3 grievance with the Executive Director or his/her designee within seven calendar days of the Step 2 response from Human Resources. The Step 3 grievance shall be in writing and shall include all additional documentation and correspondence related to the grievance not produced at earlier steps.

At the request of either party, the Executive Director/designee shall schedule a meeting with the grievant within seven calendar days after receipt of the written grievance in an effort to resolve the grievance. The grievant may notify and/or involve the Union Steward and/or the Worksite Organizer with the grievance at his/her discretion. Within seven (7) calendar days of any such meeting, or within fourteen (14) calendar days of receipt of the grievance if no such meeting was scheduled, the Executive Director/designee will send a written response to the grievant and the Union Steward with a copy of the response mailed and faxed to the union office if the grievant chose to involve the Union. A document shall be considered to be "received" when it is hand delivered to the Union steward or when it arrives by United States certified mail and the Union or Employer's designated representative signs for the return receipt.

Section 5.6 - Step 4: Binding Arbitration

- a. If the grievance is not resolved at Step 3, the Union may send written notice to the Executive Director/designee that it is submitting the matter to final and binding arbitration. The written notice to the Executive Director must be sent within seven calendar days following receipt of the Step 3 response.
- b. Within seven days of the Step 3 response, the Union also shall submit a written request for a list of seven arbitrators from the California State Mediation and Conciliation Service, simultaneously

sending a copy of that written request to the Executive Director. The Union and a representative of the Employer shall select the arbitrator from the list by alternately striking names from the list until one name remains. A coin toss shall determine who shall strike the first name from the list. The one remaining name shall be deemed the mutually selected arbitrator. The process of striking names shall occur within fourteen calendar days of the receipt of the list by both parties.

- c. Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to Mondays through Fridays unless mutually agreed otherwise.
- d. After the Union has timely requested arbitration of the grievance at Step 4, the grievant or the Employer may request that the grievance be submitted to mediation. Upon receipt of the request of either party for mediation, the parties shall request the services of a mediator from the State Mediation & Conciliation Service. The mediator shall attempt to resolve the grievance by exploring settlement options with the parties, although such settlement options shall not be binding on the parties unless mutually agreeable.
- e. If any question arises as to the arbitrability of the grievance, the question shall first be presented to the arbitrator for resolution. When scheduling with the arbitrator, the parties shall schedule the number of days needed to hear the merits of the case, plus one day for the presentation of evidence and arguments on arbitrability. The parties shall request a bench decision on arbitrability before proceeding to evidence and argument on the merits of the case. In any case, in rendering a decision, the arbitrator shall first rule on arbitrability and then, provided the grievance is arbitrable, on the merits of the case. Upon mutual agreement, the parties may submit written briefs on arbitrability and request the arbitrator to issue a decision before proceeding to the merits of the grievance, thereby avoiding the extra day of hearing.
- f. The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted standards of contract interpretation.
- g. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, is contrary to the direction given to the Employer by any regulatory or administrative agency having licensing authority over the Employer, or is in violation of the terms of the Agreement.
- h. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning's and conclusions of the issues submitted. The arbitrator's decision, absent sufficient grounds for vacation as provided by law, shall be final and binding on both parties.
- i. After rendering a decision, the arbitrator shall retain jurisdiction in the event the parties have a dispute over implementation of the ordered remedy.
- j. The costs for the arbitrator and court reporter (if any) will be borne equally by the Employer and the Union. Each side shall pay the cost of presenting its own case to the arbitrator.
- k. If the discharge of an employee results from conduct relating to a client, and the client does not appear at the arbitration, written statements attributed to the pertinent client may be given due consideration as if the client testified at the hearing.

Section 5.7 - Termination

In the event of a termination, the parties agree to waive Steps 1 (Informal Resolution) and 2 (Human Resources) of the grievance procedure. Within seven calendar days of the notice to the grievant of the termination, the grievant (or the Union on behalf of the grievant) may submit a formal written grievance to the Executive Director at Step 3 of the grievance procedure. If the grievance is not resolved at Step 3, the Union may timely pursue the grievance to Step 4.

Section 5.8 - General

- a. The parties agree that the time limits specified in each of the steps will be considered to be the maximum allowable and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual, written agreement.
- b. If the grievant or the Union misses a time limit, the grievance shall be considered resolved on the basis of the Employer's response at the previous step. If the Employer misses a time limit, the grievance shall be automatically moved to the next step of the procedure.
- c. A unit member shall have the right to pursue a grievance through Step 3 without the intervention of the Union, provided that any adjustment is consistent with the terms of this Agreement. The Union shall be notified of the adjustment of any non-disciplinary grievance and any disciplinary grievance unless the grievant requests that the grievance remain confidential. Grievances that are confidentially adjusted under this section shall have no precedential affect.

ARTICLE 6 – PAY

Section 6.1 – Salary Scale

There shall be a salary scale and a job description for every position. The salary schedule and job titles are contained in Appendix ____ of this agreement.

Section 6.2 - Expense Reimbursement

- 6.2.1 The Employer will reimburse all reasonable expenses incurred in the performance of one's job, as long as submitted within the policy guidelines. Reimbursements require prior authorization by the employee's immediate supervisor, approval of actual expenses and completion of a signed itemized voucher. Expense reports should be turned in at the end of each month, but must be turned in within 60 days of incurring the expense. This includes miles driven in a private vehicle on agency business which will be reimbursed at the highest rate allowed by the IRS. Reimbursements shall be paid no later than seven (7) business days after submission.
- 6.2.2 If a worker'/employee's personal vehicle is damaged while driving on Agency business, the Employer will reimburse up to \$300.00 or the deductible, whichever is less, provided:
 - a. The driver of the other vehicle is responsible for the accident, as verified by a police report and the damage is unrecoverable from the other party by reason of lack of liability insurance, or
 - b. The damage is caused by a hit and run or unidentified driver as verified by a police report.

Section 6.3 - Call-Back Pay

A bargaining unit member called back to duty shall receive two hours pay (at the overtime rate, if appropriate) or pay for time worked, whichever is greater.

Section 6.4 - Pay Days

Currently, paydays are biweekly on alternating Fridays with direct deposit available to bargaining unit members. If the Employer decides to change the pay day or direct deposit, immediate notice will be provided to the bargaining unit members and the union. If the payday falls on a holiday, the Employer will make every effort to issue payroll checks the day before the holiday.

Section 6.5 - Shortages

Any payroll shortage brought to the Employer's attention will be addressed immediately, and shall be rectified within three (3) business days.

Section 6.6 - Credit for Experience/Education

- a) Applicants for employment may be given credit for previous relevant experience and/or education by being granted a pay level up to the third step of the pay schedule. (???)
- b) The value of the previous experience and/or education will be assessed by the applicant's potential supervisor and approved by the Human Resources Director in keeping with the job description criteria, based on a guideline that for each two (2) years of relevant experience above the minimum qualifications, an applicant may be eligible to receive a one-step increase not to exceed the third step. The exact credit, if any, an applicant would receive is dependent on verification of past experience and/or education and must be approved by the Human Resources Director.
- c) An applicant shall receive an additional 5% increase for a bachelor's degree if one is not required for the position, or an additional 5% increase for a master's degree if a bachelor's degree is required regardless of step.
- d) A current employee shall receive a 5% increase (not to exceed the maximum of the salary range) in his/her current position for the attainment of a bachelors or masters degree, if the degree is necessary to the position and if s/he meets the minimum performance standards for their current position.

Section 6.7 - Bilingual Pay

Employees are eligible for bilingual pay when placed in an assignment that utilizes their bilingual ability in the performance of the essential tasks of their position. Bilingual pay is limited to those languages deemed necessary by the Employer to serve the clients of the applicable program. The payments are made each month over and above the base compensation to a bilingual employee upon satisfactorily completing an appropriate certification test. The level of the payments will be reviewed annually as part of the Agency budget process.

6.7.1. Procedure

- 1. An employee provides his/her supervisor with a written request to be tested and certified as eligible for bilingual pay in a specific language (s) in addition to English.
- 2. The supervisor approves or denies the request based on the employee's position and the essential tasks of the position.
- 3. If approved, the supervisor submits the request form to Human Resources.
- 4. Human Resources schedules the employee to be tested.
- 5. If the employee satisfactorily completes the certification test, the employee becomes eligible for bilingual payments.
- 6. For Level I, an eligible employee provides his/her supervisor with a written request form for a bilingual payment for the use of a specific, non-English language in the performance of the essential tasks of his/her position.

7. If approved, the supervisor submits the request form to the Finance Office for payroll processing.
8. Bargaining unit members who meet the above requirements shall receive the following:

Level I: Monthly Stipend (\$100.00 per month)

Level I certification is for those who need to translate from time to time orally, during the month.

Level II: Five percent (5%) Addition to Base Pay

Level II is more in-depth and is for those employees whose jobs require them to read, understand, speak, and write the second language on a more regular basis, at least 40% of the time.

Section 6.8 - Temporary Work in a Higher Class

When an employee is temporarily assigned work out of her/his classification to cover vacated regular positions or absences of other employees, such employee will receive pay at the higher classification rate, commencing on the first hour of the first day of the assignment. For the purposes of this section, Lead positions will be considered higher classifications.

The rate to be paid in the higher range will be at the same Step the employee is in within their own range. For example, if the employee is at a Step 2 of a particular range, s/he would be paid at the Step 2 level of the higher range of the person being replaced.

Section 6.9 - Longevity Pay

Employees who have worked for six (6) years or more with the Employer will receive an additional two percent (2%) wage increase upon ratification of this agreement, or upon reaching their sixth (6th) year anniversary date. Effective January 1, 2004, employees, who have worked for four (4) years or more with the Employer, or upon reaching their fourth (4th) year anniversary date, will receive an additional one percent (1%) wage increase.

Section 6.10 - Weekend Shift Differential

The Employer will pay a weekend (Saturday and/or Sunday) shift differential of five percent (5%) of base pay for each assigned weekend shift worked.

Article 7 – Benefits

Awaiting data from Research

Article 8 – Personal Time(PTO)

Referring to policy and procedures handbook in order to make a responsible proposal

ARTICLE 9 – HOLIDAYS

Section 9.1 - Recognized Holidays

The following twelve holidays are recognized for eligible employees:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving

Good Friday
Personal Holiday*

Christmas Eve
Christmas Day

*The personal holiday can be taken any time during the calendar year upon approval of the employee's manager. This time must be taken within the calendar year. The time does not accrue; nor shall the bargaining unit member be paid that time if not used, unless the employee submitted a timely request to use his/her personal day and was subsequently denied.

Section 9.2 Observance of a Holiday

If a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 9.3 – Working on Holidays

If an employee is assigned and works on a holiday, the employee shall be paid at the regular rate for hours worked and receive holiday pay as well.

ARTICLE 10 – HOURS OF WORK

Section 10.1 - General

The nature of the work performed by the bargaining unit members covered by this Agreement and the needs and demands of the programs provided by the Employer require flexibility in the bargaining unit member's daily, weekly and monthly work schedules. In order to meet its program needs, the Employer shall determine the number of hours worked, the schedule of the workday and work week, adjust such schedules, schedule meal and break periods, the amount of overtime to be worked, and the bargaining unit members working such overtime. Bargaining unit members shall adjust time and location of workload needs as determined by the Employer.

The Employer will not unreasonably deny bargaining unit members' requests for flextime within the basic daily or weekly schedule, including meal and break periods if interrupted by work-related matters. A bargaining unit employee shall not be considered late until five (5) minutes from designated start time of the employee.

Section 10.2 - Work Week

The designated workweek is primarily Monday through Friday.

Section 10.3 - Schedules

Generally, work schedules will be made by the Employer on the following basis for full-time bargaining unit members: 40 hours per week.

Section 10.4 - Change of Schedule

- a. The Employer may provide alternate work schedules if such schedules are consistent with its needs.
- b. Should the Employer decide to change the work schedule of any bargaining unit member or bargaining unit members in the unit, the Employer shall provide the bargaining unit member and Union at least two week's notice prior to the change and the opportunity to discuss the change upon request. An agreement between the Employer and Union, however, is not required in order for the Employer to implement changes in bargaining unit member schedules.

Section 10.5 - Overtime

Non-exempt bargaining unit members will be paid overtime at the rate of one and one-half (1 1/2) times their straight time hourly rate for all hours actually worked in excess of eight (8) hours in a day or forty (40) hours in a work week. Bargaining unit members are required to obtain prior approval from their supervisor before overtime beyond the basic schedule commences. The Employer shall determine when and by whom overtime will be worked. Bargaining unit members shall report all time worked as required by the Employer's policy.

Section 10.6 - Meal Periods

Bargaining unit members working at least five (5) hours per day shall have a thirty (30) minute paid meal period for each eight (8) hours of work.

Section 10.7 - Rest Periods

The Employer will follow applicable laws in providing and administering paid rest breaks for bargaining unit members.

ARTICLE 11 – ORIENTATION PERIOD

Section 11.1 - Length

When a new bargaining unit member is hired into a position in the bargaining unit the employee shall serve a six-month orientation period before achieving regular status in the position.

Section 11.2 - Application of Agreement

Within the orientation period, bargaining unit members may be discharged or otherwise disciplined at any time without recourse to the grievance procedure, but may file grievances relating to other articles or sections of this Agreement.

ARTICLE 12 – POSITION VACANCIES

Section 12.1 - Posting of Vacancies

A position vacancy shall be posted in the agency concurrently with or before any advertisement of that vacancy to the general public. Each qualified applicant shall receive full consideration for the open position. In the event that more than one internal candidate applies for the vacancy and the Employer objectively determines the qualifications of the internal applicants are equal, the Employer will give priority for the position to the more senior internal applicant.

Section 12.2 - Notice to the Union

The Employer will email a copy of a new posting, which lists a union open position, to the Union office. In addition, an email is sent to all staff, which includes all bargaining unit members.

Section 12.3 - Transfers and Promotions

To be eligible to apply for a transfer or promotion, an employee must have been in his/her current position for at least six months and must be meeting the requirements of the current position. Employees having problems with job performance or unacceptable conduct are ineligible for transfers or promotions. Any exception to the above must be approved by the Director of Human Resources.

Promotions shall be offered to the most qualified applicant as determined by the Employer. The Employer's determination will be based on objective criteria. All transfers are subject to Employer review and approval, taking into consideration the impact on the effected departments and the Agency operation in general.

- a) A promotion may result in a minimum wage increase of five percent (5%), or the maximum of the range, whichever is lower.
- b) A transfer normally takes place within a program; i.e., transferring from one position to another position with the same job title and pay scale. However, movement from a position in one program to a position with the same pay scale or lower in another program is also a transfer.
- c) Bargaining unit members who are promoted or transferred to a new position shall be given training and orientation as to the tasks and responsibilities of the new position and shall have their performance evaluated at the end of the first three (3) months.
- d) If a bargaining unit member within the bargaining unit is promoted or transferred to a position within the unit, the Employer may return the bargaining unit member to his/her former position if the Employer decides the bargaining unit member has not satisfactorily performed the responsibilities and tasks of the new position and a vacancy is available. If no vacancy is immediately available, the bargaining unit member shall be placed in the first available vacancy.
- e) An involuntary return to former position during the first three months is not grievable.
- f) The Employer may promote a bargaining unit member with the same job family group without posting the position.

ARTICLE 13 – LEAVES OF ABSENCE

Section 13.1 - Leaves in General

- a. The Employer may exercise its discretion in granting unit member requests for leaves of absence consistent with requirements of this Article. Unit members shall notify the Employer of their need to be absent as soon as such need is known. This notification shall include an estimate of the expected duration of absence.
- b. A bargaining unit member's failure to comply with the requirements of this Article may result in the denial of the bargaining unit member's leave of absence request. The Employer shall determine whether the basis for a request for leave of absence satisfies the requirements of this Article.
- c. If the basis for the approved leave of absence becomes longer than estimated, the bargaining unit member shall again notify the Employer of his/her desire to extend a leave of absence. Extensions of leaves of absence must be requested in writing on the appropriate form provided by the Employer. The Employer retains the exclusive discretion to determine whether or not to grant requests for extensions of leaves of absence.
- d. If the basis for the requested leave of absence is shorter than estimated, the bargaining unit member shall notify the Employer of his/her desire to return, and the Employer shall make a reasonable effort to accommodate the request.
- e. If a bargaining unit member's total leave period exceeds six months, including workers' compensation disability leaves, he/she will have to reestablish eligibility for agency health plan benefits.

Section 13.2 - Unpaid Personal Leave of Absence

At the sole discretion of the Executive Director, bargaining unit members who have completed at least one continuous year of service and who have good working records may be permitted to take a leave of absence without pay or benefits for a maximum of twelve (12) months. All agency paid insurance benefits will terminate at the end of the month in which the personal leave begins. Length of service and PTO are not earned during any period of unpaid leave. Bargaining unit members wishing to return from the leave of absence may be considered for re-employment if an opening is available. A bargaining unit member will return at his/her former status and salary classification, provided a position is available and he/she meets the current hiring requirements for the position.

Section 13.3 - Family/Medical Leave

- a. Bargaining unit members who have been employed by the Employer for at least twelve (12) continuous months, and have worked at least 1250 hours in the 12 month period preceding the date to begin the leave, may be granted an unpaid Family/Medical Leave of Absence for up to twelve (12) weeks within a twelve (12) month period.
- b. FMLA is an unpaid leave of absence. At the worker's option, accrued PTO may be taken as part of the FMLA leave before taking the remainder of the leave as unpaid. All employer-paid insurance benefits will continue during the FMLA, up to the twelve (12) week maximum. PTO and length of service will not accrue during the leave. The failure by an employee to make timely payments (on or before the date each month that Employer makes premium payments) to the Employer for any employee's share of the insurance premium (s) shall result in the loss of insurance coverage if the payment is over thirty (30) days late to the Employer.
- c. The parties shall follow all relevant provisions of the Family/Medical Leave Act.

Section 13.4 - Pregnancy-Related Disability Leave of Absence

The parties shall follow all relevant provisions of the laws regulating pregnancy-related disability leaves of absence.

Section 13.5 - Jury Duty

In any twelve (12) month period, unit members who are required to report for jury duty and who provide the Employer with proper documentation will be continued at full pay for up to two (2) weeks. Employees may retain any per diem compensation received from the court.

Section 13.6 - Bereavement Leave

Full-time bargaining unit members may take up to three (3) days of paid bereavement (this is separate from PTO) for the death of an immediate family member, as defined in an earlier section. Any time beyond three (3) days will come from the employee's PTO balance, if such time has been accrued. Otherwise, the time off will be unpaid. Part-time bargaining unit members, working at least 20 hours per week on a regular basis, shall receive bereavement leave on a prorated basis, based on their scheduled hours.

"Immediate family" means the bargaining unit member's parents (including stepparents, in-laws), spouse, children (including stepchildren and foster children), siblings (including step siblings and siblings-in-law), grandparents, mother/father-in-law, or grandchildren. For purposes of this article, "spouse" and "in-law" includes a domestic partner, defined as any person who has shared the same resident address with the bargaining unit member for one year or more and who together with the bargaining unit member have identified themselves as a couple to family, friends, and co-employees.

Section 13.7 - PTO Donation Program

In the event of catastrophic illness, employees may participate in a PTO donation program per established agency procedures. (If PTO donation procedures have not been established prior to the ratification of this agreement, the employer and the union will have 120 days to establish a procedure).

ARTICLE 14 – WORKERS’ COMPENSATION

Section 14.1 - Eligibility

The Employer will abide by the requirements of the California Workers’ Compensation Laws.

Section 14.2 - Personal Physician

A bargaining unit member who pre-files the statement required by the California Workers’ Compensation Act identifying his/her personal physician shall be referred to that physician in the event of industrial illness or injury.

Section 14.3 - Compensation

A bargaining unit member on industrial leave has the option of integrating accumulated paid time off with bargaining unit members' compensation disability benefits so that the total the bargaining unit member receives is no more than a regular paycheck. An injured bargaining unit member may change from integration to non-integration (or vice-versa) with notice to the Employer’s payroll department. The change will be implemented by the payroll department as soon as reasonably possible following the request.

Section 14.4 - Temporary Modified Work Assignments

- a. Temporary, modified work assignments may be made by the Employer for qualified bargaining unit members who are not able to perform their regularly assigned duties due to industrial illness or injury. Because of the limited number of modified/alternative work assignments available, bargaining unit members will be assigned to such positions on a “first come, first served” basis to a position for which the bargaining unit member is qualified.
- b. Such assignments will be made consistent with the written recommendations of a licensed medical doctor. In the event that a modified/alternative work assignment cannot be accommodated by the Employer, the bargaining unit member will remain off work until either a modified/alternative work assignment can be offered or until the bargaining unit member is released to his/her regular work assignment.
- c. This section of the Agreement shall be limited to bargaining unit members with a temporary disability who are recovering from an industrial illness or injury and who require temporary, short-term, modified work assignments rather than reassignment of the bargaining unit member’s regular work; and to bargaining unit members with a temporary disability that precludes their returning to their regular work assignment.
- d. A bargaining unit member on temporary modified work assignment shall receive the same pay rate and benefits as she/he received at the time of the industrial injury or illness.

ARTICLE 15 – HEALTH AND SAFETY

Section 15.1 - Safe Work Environment

4C's agrees to promote the development of a safe work environment benefiting the staff and children and families we serve. The Employer will involve direct care staff at all levels as well as representation from the children and families in our care in developing a safe work environment. 4C's commits to continually reviewing health and safety concerns to employees and or clients and agrees to discuss these concerns at the regular Health and Safety Committee meetings.

Section 15.2 - Staffing

4C's shall develop a model of service for all programs. Within the adopted model(s), service, safety and health will be promoted in part by establishing and maintaining adequate direct care staffing levels/ratios consistent with Best Practices in the industry, the values of the philosophies driving the program service model, as well as the applicable State and County licensing or other regulatory standards.

Section 15.3 - Backup

Subject to the needs of the situation and consistent with established models of service, 4C's is committed to making every reasonable effort to ensure that no employee provides direct care to children without adequate backup and communication options in the event that assistance is required to maintain the safety and health of staff and clients and to provide the highest quality care.

Section 15.5 - Training

The employer will provide regular, ongoing training to workers with the goal of improving client and provider satisfaction and employee and client safety.

ARTICLE 16 – PERSONNEL FILES

16.1 Section 16.1 - One Official File

The Employer will maintain one official personnel file for each bargaining unit member. Payroll, benefits, medical or other similar files containing records of a bargaining unit member may be considered to be a part of the bargaining unit member's personnel file although maintained at a location separate from where the official personnel file is maintained.

Section 16.2 - Bargaining Unit Member Access

Bargaining unit members have the right to inspect their personnel files as provided by law. It is the bargaining unit member's responsibility to report immediately to the Employer any changes in personal data, such as address, telephone number, dependent status changes, etc.

A bargaining unit member desiring to review his/her personnel file must make a request for such review to the Human Resources Director. A Union steward may accompany the bargaining unit member to inspect his/her personnel file at the bargaining unit member's request. Human Resources will make available the bargaining unit member's personnel file on the premises of the Employer at a mutually convenient time for a Human Resources staff member and the

bargaining unit member. The Employer shall require supervision of the review. Copies of documents in the personnel file may be requested.

16.3 Section 16.3 - Limitation

A bargaining unit member is not allowed to review records relating to a possible criminal offense or regulatory agency investigation unless those records are used in disciplinary proceedings. Bargaining unit members may not review letters of reference.

ARTICLE 17 – DISCIPLINE

Section 17.1 - Just Cause

Except for bargaining unit members within their orientation period (see Article 11), bargaining unit members may be disciplined only for just cause. The Employer shall bear the burden of proof that discipline was for just cause.

Section 17.2 - Progressive Discipline

- a. Bargaining unit members may be advised of unacceptable conduct or job performance by warnings which may be either verbal or written. When appropriate, verbal and/or written warnings shall precede more serious disciplinary action.
- b. Verbal or written warnings shall not be required where the bargaining unit member's conduct is hazardous to another person, is detrimental to a client (or client family), or involves dishonesty, gross misconduct, or where the bargaining unit member's conduct or performance falls within the scope of unacceptable conduct or performance as described in Section 17.7 below.

Section 17.3 - Forms of Discipline

Disciplinary action may include verbal and/or written warnings, suspension, demotion, or termination of employment. The Employer has the discretion to determine the appropriate level of discipline, subject to challenge by the grievance procedure.

Section 17.4 - Notice and Process

A bargaining unit member facing discipline shall receive written notice of the discipline being imposed, the effective date of discipline, and the reason for the discipline.

Section 17.5 - Personnel Files

Warnings and written notices of disciplinary action and a bargaining unit member's written response thereto shall be placed and remain in the bargaining unit member's personnel file unless an arbitrator orders removal of such documents as a remedy pursuant to the arbitration provision of this Agreement or the bargaining unit member and the Employer mutually agree in writing to the removal of such documents, provided removal is allowed by law or regulation.

Section 17.6 - Response to Discipline

A bargaining unit member may respond in writing to any warning, or notice of disciplinary action. The bargaining unit member's response shall be attached to the warning, or notice of disciplinary action. Warnings are not grievable except as alleged violations of Article 20, No Discrimination /Harassment. However, the content of a warning may be challenged as part of a grievance filed against subsequent formal disciplinary action, except that the bargaining unit member must have attached a written response to a written warning at the time it was issued in order to challenge it later.

Section 17.7 - Union Representation

Bargaining unit members shall have the right to Union representation when receiving or responding to warnings, and discipline. It shall be the responsibility of the bargaining unit member to request the presence of a union representative. Bargaining unit members shall not be entitled to union representation while conducting normal work activities or while meeting with a supervisor to discuss and evaluate such activities. The Employer shall advise the Bargaining Unit Member of the date/time of the meeting, which shall be no sooner than twenty-four (24) hours after notification of the intent to present him/her with a warning or other disciplinary action and the workers' right to union representation. The scheduled meeting will proceed as scheduled whether a union representative is present or not.

ARTICLE 18 – BARGAINING UNIT MEMBERS EVALUATIONS

Section 18.1 - Frequency of Evaluation

- a) A preliminary performance evaluation shall be conducted with a bargaining unit member by the immediate supervisor when the unit member completes the third month of employment. The preliminary evaluation shall be prepared on a modified evaluation "short form" which the Employer shall develop with input from the Union.
- b) Thereafter, performance shall be evaluated by the immediate supervisor at the end of the first six (6) months of employment, six (6) months thereafter on the bargaining unit member's first anniversary date and annually thereafter during focal point reviews which occur in the January/February timeframe each year.
- c) Bargaining unit members on a leave of absence of longer than six months will receive a performance evaluation three months after their return to work.

Section 18.2 - Form and Purpose of Evaluations

- a) Performance evaluations shall be in writing on the forms used by the Employer.
- b) If the Employer decides to revise its evaluation forms, the Employer will solicit input from the Union before implementing any changes.
- c) The purpose of performance evaluations shall be to review and assess performance, clarify current job responsibilities, and discuss future goals, including areas for improvement, and opportunities.
- d) Performance evaluations shall be discussed and signed by both the bargaining unit member and the supervisor. The unit member's signature on the evaluation, however, shall not necessarily indicate agreement with the contents of the evaluation, but that

the bargaining unit member has been provided the opportunity to review the evaluation. In the event a bargaining unit member has objections to signing the evaluation, the supervisor shall note "declined to sign" and initial the evaluation form. No disciplinary action will be taken against the bargaining unit member for declining to sign the performance evaluation form. Bargaining unit members shall have the right to receive a copy of any performance evaluation placed in their personnel file.

- e) Performance evaluations may be used to support disciplinary action.
- f) A bargaining unit member's supervisor will make a reasonable attempt to advise the unit member of performance problems before issuing a performance evaluation with any "unsatisfactory" ratings.

Section 18.3 - Registering Disagreement

- a) Bargaining unit members have the right to attach their own comments to the evaluation, which, along with the performance evaluation, shall be included in their personnel file.
- b) The comments and ratings contained in evaluations shall not be subject to the grievance procedure of this Agreement unless the evaluation results in discipline.

Section 18.4 - Union Representation

Upon request, a bargaining unit member may have representation by a Union Steward in responding to a performance evaluation, which contains an unsatisfactory rating. The bargaining unit member must give reasonable notice to the supervisor of the intent to utilize the assistance of a Steward in order to allow the supervisor sufficient time to involve Human Resources.

ARTICLE 19 – LAYOFFS

Section 19.1

The parties agree that attrition and voluntary measures are the preferred method of reduction of force. This section is not subject to the grievance procedure.

Section 19.2 - Notice of Layoffs

If the Employer decides to lay off unit members from employment, the Employer will give the Union and any affected bargaining unit member thirty (30) days written notice unless such notice is not reasonable under the circumstances. The Employer and the Union shall meet prior to any such layoff to discuss alternatives to and impact of the layoff. However, an agreement between the Employer and the Union is not required or necessary in order for the Employer to implement the layoff.

Section 19.3 - Definition of "Seniority"

For this article, "seniority" means the number of years of service in a position and/or job family as listed in Article 1. Bargaining unit members have seniority in all job families where they held regular status.

Section 19.4 - Order of Layoff

Layoffs in any job family shall be carried out in inverse order of seniority.

Section 19.5 - Placements Instead of Layoff

A bargaining unit member who is laid off may claim a vacancy or bump the least senior bargaining unit member from a position in a job family formerly held by the laid-off bargaining unit member.

Section 19.6 - Recall from Layoff

Recall rights last for one (1) year after the bargaining unit member has been laid off. During that period, bargaining unit members on the recall list shall be offered vacancies in positions in which the bargaining unit member previously served and is qualified before any promotions or new hires. Transfers may occur before recall from layoff. Recall shall be by inverse order of layoff.

Section 19.7 - Conditions during Layoff

Seniority will not accrue or diminish during a layoff. When recalled, a laid off bargaining unit member will return to the appropriate step on the salary schedule and PTO accrual and all other benefits that s/he had obtained prior to the layoff.

Section 19.8 - Severance Pay

After one (1) year of employment, an employee will be eligible for one week of severance pay for each year of service to the Employer in the event of layoff.

ARTICLE 20 – NO DISCRIMINATION / HARASSMENT

Section 20.1 - Bargaining Unit Member Status

- a) The Employer is an affirmative action/equal opportunity employer.
- b) Neither the Employer nor the Union shall discriminate against any unit member on the basis of, but not limited to, the following: race, sexual orientation, color, religion, national origin or ancestry, age, gender, marital status, physical or mental disability, veteran status, marital status, medical condition, sexual orientation, domestic partner status, medical conditions including genetic characteristics, or any other category protected by federal, state, or local laws. Nor will either the Employer nor the Union discriminate against any unit member on the basis of union membership or non-membership, or for lawful activities on behalf of a Union.
- c) Both parties acknowledge that occasionally there will be bona fide occupational qualifications that limit certain candidates and allow for the preference and selection of one candidate over another as allowed by law.

Section 20.2 - Employment of Relatives

Due to consideration of supervision, security, safety and morale, the Employer may decide not to employ one relative who would fall under the direct supervision of another relative. If two bargaining unit members marry, the Employer will make reasonable efforts to assign job duties, so as to minimize problems or potential problems of supervision, security, safety or morale.

Section 20.3 - No Harassment

The Employer is committed to providing a working environment that is free from all forms of unlawful harassment, including sexual harassment and harassment because of race, sexual orientation, color, religion, national origin or ancestry, age, gender, marital status, physical or mental disability, veteran status, marital status, medical condition, sexual orientation, domestic partner status, medical conditions including genetic characteristics, or any other category protected by federal, state, or local laws. All such unlawful harassment will not be tolerated.

- a) Unlawful harassment in any form is prohibited, including but not limited to:
- b) Verbal conduct such as epithets, derogatory comments, slurs or unwanted sexual advances, invitations or comments.
- c) Visual conduct/contact such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, drawings, cartoons, or posters.
- d) Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work directed at an employee because of sex, race or any other protected bases.
- e) Threats or demands to submit to sexual requests in order to obtain a job or keep a job or to avoid some other loss or obtain some other job benefit in return for sexual favors.
- f) Retaliation for having reported or having threatened to report unlawful harassment.

Section 20.4 - Consensual Coworker Relationship Agreement

Employees who choose to be involved in a romantic relationship with coworkers acknowledge that they are seeing each other on a voluntary and consensual basis. Coworkers in a consensual relationship are to be aware of the policies and guidelines of the Employer and are to immediately report any perceived sexual harassment. Coworkers in a relationship agree to act professionally at work and will not allow their personal relationship to affect their workplace conduct and agree to avoid behavior others might find offensive in the workplace.

ARTICLE 21 – EFFECT OF AGREEMENT

Section 21.1 - Savings

Should any Section, Paragraph or Provision of this Agreement be declared or adjudicated unlawful, void, inoperative or unenforceable by a court of competent jurisdiction, all remaining Sections, Paragraphs and Provisions of this Agreement shall remain in full force and effect to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision on the contract, and to negotiate a mutually agreed on replacement for the invalid provision, if necessary.

Section 21.2 - Full Understanding

The terms and conditions set forth in this Agreement, including any side letters of agreement attached hereto and incorporated herein by reference; represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in

a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. No further negotiations shall take place on any item within the scope of bargaining during the term of this Agreement except as specifically authorized herein.

ARTICLE 22 – NO CONCERTED ACTIVITIES/NO LOCKOUT

Section 22.1

The Employer and Union recognize that the Employer's operation is different from other employers' because of the services provided to the community and for its humanitarian purposes. Accordingly, during the term of this Agreement, or any extension thereof, it is agreed and understood that there will be no strike, work stoppage, sympathy strike, slowdown, willful absence from assignment work station, refusal to fully and faithfully perform job functions and responsibilities or other interference with the operations of the Employer by the Union or its officers, agents or members, including compliance with the request of other labor organizations or individuals to engage in such activities, and the Employer will not engage in a lock-out.

Section 22.2

The Union agrees to make every effort toward inducing all unit members to comply with the provisions of this Article. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the Employer by unit members during the term of this Agreement or any extension thereof, the Union agrees to take all reasonable steps to cause those unit members to cease such action.

ARTICLE 23-TERM OF AGREEMENT

This Agreement shall be effective thirty (30) days after ratification and execution by the parties, and shall remain in full force and effect until and through _____, and shall continue thereafter from year-to-year.