

# **AGREEMENT**

**BETWEEN**

**THE AIDS PROJECT OF THE EAST BAY**

**AND**

**UNITED SERVICE EMPLOYEES, LOCAL 616, SEIU**



**JULY 1, 2001 — JUNE 30, 2004**

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**AGREEMENT BETWEEN THE  
AIDS PROJECT OF THE EAST BAY AND UNITED SERVICE  
EMPLOYEES LOCAL 616, SEIU**

This agreement is entered into by the AIDS Project of the East Bay (APEB) hereafter designated as "Employer" and United Service Employees Local 616 (USE Local 616) of the Service Employees International Union, hereafter designated as "Union" effective for the three year contract period from July 1, 2001 to and including June 30, 2004.

**MUTUAL RESPECT:** APEB and the Union agree that all employees regardless of position, profession or rank will treat each other with courtesy, dignity and respect. The foregoing principles shall also apply in providing services to the public.

**SECTION I. RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all employees employed by the Employer, in all of its facilities, excluding supervisors, managers, confidential employees and guards as provided in the National Labor Relations Act.

This Agreement shall apply to any other classification(s) which may be established during the term of the Agreement which may perform duties not excluded above. In the event that the parties are unable to agree that the classification(s) are so covered, the matter shall be resolved through the grievance procedure provided herein. If new classifications are established within the work performed by classifications covered by this Agreement, the rate of pay shall be negotiated by the parties.

**SECTION II. MANAGEMENT RIGHTS**

The director of Employer's employees, including but not limited to the establishment of working conditions, the right to direct the workforce, to select and determine the number and types of employees required to hire, transfer, promote, suspend, discipline and discharge employees, consistent with job descriptions to assign work in accordance with the requirements determined by management, to layoff employees for lack of work, to expand or diminish services, to subcontract or transfer any work or operations, to determine and change work locations and the processes and materials to be employed, is the exclusive function of management, to the extent that any such matters are not otherwise or provided for in this agreement.

**SECTION III. UNION MEMBERSHIP. DUES CHECK-OFF & NOTIFICATION**

- A. It shall be a condition of employment that all present and future employees covered by this agreement shall:
1. Become and remain a member of the Union in good standing; or
  2. Commence and continue to tender to Union a service fee equal to the periodic dues uniformly required as a condition of employment.

Members of the Union in good standing shall be defined as employed members of the Union who tender periodic dues as a condition of acquiring or maintaining membership.

## **SECTION III. UNION MEMBERSHIP, DUES CHECK-OFF & NOTIFICATION Cont'd**

- B. Upon written notice to the Employer from the Union, and upon examination of documentary proof that an employee has failed to comply with this Section, the Employer shall terminate the employment of such employee within thirty (30) days unless the employee complies with the above requirements.
- C. The Employer shall deduct the amount of Union dues specified by the Union from the wages of all employees who have voluntarily provided the Employer with a written assignment authorizing such deductions. The Employer will promptly remit to the Union the moneys deducted pursuant to such assignments with a list of the names of the employees from whom deductions were made.
- D. Religious Exemption: Notwithstanding the above, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join or financially support this Union as a condition of employment. Such employee is, however, required to pay sums equal to the Union's periodic dues and initiation fees to one of the non-labor, non-religious charitable funds exempt from taxation under Section 501(c)(3) of Title 36 of the Internal Revenue Code listed below, and submit proof of such payment to the Union upon request.
- 1: AIDS Project of the East Bay
  - 2: SHARE Program
  - 3: Project Open Hand — East Bay
- E. The Union shall hold harmless the Employer against any claim which may be made by any person.

The Employer shall not be required to discharge any employee if the Employer has reasonable grounds to believe that Union membership was not available to the employee in the same terms and conditions generally applicable to other members or if the employer has reasonable grounds to believe that membership was denied or terminated for reasons other than failure of the employee to tender the periodic dues uniformly required.

## **SECTION IV. NO DISCRIMINATION**

The Employer and the Union agree not to discriminate against any employee or applicant for employment because of race, color, religion, gender, age, marital status, sexual orientation, national origin, handicap, union activity, veteran status, or political affiliation.

## **SECTION V. UNION BUSINESS**

- A. Union Access: An authorized representative of the Union who is not an employee shall have the right to contact bargaining unit members on matters relating to an employee complaint, provided prior arrangements have been made for such meeting with management and the meeting shall not disrupt the work of employees.

## **SECTION V. UNION BUSINESS Cont'd**

- B. Stewards:** For the purpose of representation, the Union shall be entitled to one (1) steward who shall restrict Union activities to the handling of grievances. Union stewards shall be allowed reasonable work time necessary to assist in processing grievances, provided prior notification has been given to management. The Union shall notify the Employer in writing of the names of all designated Shop Stewards.
- C. Bulletin Boards:** The Employer shall make available space on existing bulletin boards for the exclusive use of the Union.

## **SECTION VI. SENIORITY AND REDUCTION IN FORCE**

- A. Seniority** shall be defined as the number of hours on paid status with the Employer, or the Pacific Center. Seniority shall be broken by resignation, retirement, discharge for just cause, failure to respond within forty-eight (48) hours to a request to return from layoff except for good cause, layoff for a period of twelve (12) consecutive months, or failure to return as scheduled from leaves of absence or vacation, except in extenuating circumstances.
- B. Layoff:** In the event of layoff(s) or reduction in hours of work, the Employer shall notify the affected employees at least thirty (30) days prior to implementing such action except when the Employer had less than thirty (30) days foreknowledge of the financial necessity to layoff or reduce hours. The Employer shall provide concurrent notice to the Union. Upon request by the Union, the parties shall meet to consider any alternatives.
- C. Order of Layoff:** In the event the Employer reduces the workforce and one (1) or more employee is laid off for three (3) or more working days, the last employee hired within a classification series shall be the first employee to be laid off, provided, however, that the remaining employees are able to perform the remaining or available work. In addition, the Employer may recall or retain employee(s) out of seniority where there is a demonstrable and substantial difference between the ability, aptitude, qualifications, cultural and gender sensitivity and experience of such employee(s) and the employee(s) who would otherwise be recalled or retained on the basis of seniority. Should the employer deviate from seniority, the Employer will give written notice as soon as reasonably possible to the Union of such deviation setting forth the justification for such action. The Employer's action is subject to the grievance procedure and, if filed by the Union, may be filed directly with the Employer's Executive Director.
- D. Recall:** Employees eligible for rehire will be notified by telephone followed by written notification by mail.

Employees terminated as a result of a layoff will be notified of all future Employer vacancies (including new positions) by mail for a period of one (1) year. It will be the responsibility of the ex-employee to apply for any position she/he may desire. Qualified ex-employees will be rehired in inverse order of separation, i.e., those with the most seniority will be rehired first. Rehired employees shall not be required to serve a new probationary period if they have previously held tenure in that position.

## **SECTION VI. SENIORITY AND REDUCTION IN FORCE Cont'd**

- E. Laid-Off Employees/Temporary Positions: When the need for a temporary employee occurs, laid-off employees who meet the qualifications shall be offered the temporary position. Such employees must accept the offered position if it is of more than thirty (30) days duration, in order to maintain their position on the rehire list.

## **SECTION VII. EMPLOYMENT STATUS**

- A. Regular Full-Time Employee: An employee regularly scheduled to work forty (40) hours per week is considered a full-time employee.
- B. Regular Part-Time Employee: An employee regularly scheduled to work less than forty (40) hours per week, but not less than twenty (20) hours per week is entitled to a fully paid health plan/benefits.
- C. Casual or Temporary Employee: An employee regularly scheduled to work an average of less than twenty (20) hours per week or employed for a limited number of hours, days, or weeks. Employees in this category shall not be subject to the provision of this agreement.
- D. Change from Temporary to Regular: When a temporary position is changed to regular, the position is considered a new position and shall be treated consistently with the policies governing new positions or vacancies.
- E. Exempt and Non-Exempt Employees: The parties agree that definitions for exempt and non-exempt shall be in accordance with the F.L.S.A.
- F. Overtime: Non-exempt employees are eligible for overtime compensation or compensating time off at one and one-half (1-1/2) times their regular rate for any hours worked in excess of eight (8) hours per day or forty (40) hours per week. Exempt employees are not paid overtime for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

Double-time shall be paid for all hours worked over twelve (12) hours in a 24-hour period, except as noted in Paragraph G below, and upon approval of the Executive Director.

- G. By mutual consent with the Employer and at least a two-thirds (2/3) secret ballot vote of the affected employees in the work unit, a regularly scheduled week of work may be adopted consisting of such hours and days as shall be agreed upon consistent with both of the following provisions: the premium wage rate provisions of one and one-half (1-1/2) times the employee's regular rate of pay shall apply to all hours worked in any workday in excess of the regularly scheduled hours established by the agreement for that workday up to twelve (12) hours a workday, or to all hours worked in excess of forty (40) hours per week; and the premium wage rate provisions of double the employee's regular rate of pay shall apply to all hours worked in excess of eight (8) hours on those days worked beyond the regularly scheduled number of workdays in the written agreement.

## SECTION VIII. INTERNAL POSTING

- A. With the exception of the Executive Director position, summaries of all positions open within the Employer shall be posted efficiently for a period of 10 business days for the purpose of allowing current employees the opportunity to apply for available positions. The employee shall notify in writing the Department Manager or the Executive Director of the employee's interest in applying for the position. The employee shall be advised in writing regarding eligibility and application process. If the position is not filled by an application from within the Employer, the job opening will be circulated to the general public. It is the intent of the Employer to give first consideration to its own employees, however final selections are based on ability, experience and qualifications.
- B. APEB will post management and exempt positions internally, concurrent with external posting. SEIU Local 616 staff would follow same requirements as non-union internal and external candidates when applying for non-union positions.

## SECTION IX. FILLING OF POSITIONS

- A. Promotion is defined as assumption of a higher level position in a different job classification paying a higher salary. Employees may be promoted by applying and being selected for promotion through the internal posting procedure. Promoted employees shall serve a trial period equal in length to the probationary period.
- B. Transfer is defined as assumption of a different position requiring similar skills and the same salary. Salary adjustments for transfers, if required at all, shall be to the closest appropriate pay rate of the wage/salary schedule. Employees who transfer shall not serve a new probationary period.
- C. Demotion is defined as assumption of a lower level position paying a lower salary. Employees may voluntarily demote by applying and being selected for a lower level position announced through the internal posting procedure. Demoted employees shall not be required to serve a new probationary period if they previously held permanent status in the position.

## SECTION X. HOURS OF WORK

- A. The standard workday shall consist of eight (8) hours with one (1) hours off for lunch. The workday shall include two (2) fifteen (15) minute breaks which should be taken approximately in the middle of each continuous work period. Breaktime cannot be combined with lunchtime or accumulated in order to leave work early, or to come in late. Each supervisor will determine and establish break schedules for his/her department in such a manner as to assure adequate coverage. The full-time work week is forty (40) hours.
- B. Employees shall not be required to work outside of their normal work hours. However, if a scheduling change is required the employer shall meet with the employee as far in advance of the proposed schedule change as possible, inform the employee of the reasons for the proposed change and make a reasonable effort to insure that the proposed change does not disadvantage the employee. Adjustments of a normal work schedule shall be considered temporary in nature.

## **SECTION X. HOURS OF WORK Cont'd**

C. **Flextime Policy**: A flexible workday schedule is defined as any daily work schedule that differs from the standard work shifts of Monday through Friday, 8:30 AM to 5:30 PM with one (1) hour for lunch and two (2) fifteen (15) minute breaks, not to exceed forty (40) hours a week. There is no expectation of over-time compensation as a result of a flextime schedule.

## **SECTION XI. PROBATIONARY PERIOD**

All new employees shall serve a probationary period of not less than 120 calendar days of actual work, excluding paid time off.

Upon satisfactory completion of the probationary period, any seniority will be computed from the date of hire or rehire.

An employee may be disciplined or discharged during the probationary period without recourse to the grievance procedure except where there is an allegation of discrimination.

## **SECTION XII. PERFORMANCE APPRAISAL**

Probationary employees shall be evaluated in writing monthly by the employees supervisor. Regular employees shall be evaluated at least once yearly. All employees have the right to rebut their evaluation in writing. The rebuttal shall be submitted to the employee's immediate supervisor. The rebuttal shall be given consideration before the evaluation in its final form is forwarded to the personnel file. The employee may request a meeting with appropriate management personnel to consider the rebuttal and revision of the evaluation. In lieu of revision of the evaluation, the rebuttal shall become part of the evaluation in the personnel file. Procedural aspects of the evaluation process are subject to the grievance procedure.

**Reward and Recognition System**: Establish an annual objective competency assessment and reward and or recognition program. All future salary increases will be linked to fully effective performance. Core competencies will include:

- A. Communications
- B. Customer Focus
- C. Orientation Results
- D. Knowledge
- E. Dealing with Change
- F. Team Work
- G. Organizational Support

## **SECTION XII. PERFORMANCE APPRAISAL Cont'd**

Implement a revised annual objective and narrative-based competency assessment program with the seven identified core competencies. Establish a reward and or recognition system as a program component. Provide supervisory and employee training before implementing such a system.

## **SECTION XIII. DISCIPLINE AND DISCHARGE**

- A. Non-probationary employees may be discharged or otherwise disciplined by the Employer only for just cause. The Employer shall subscribe to the principle of progressive discipline. Except under circumstances where the employee's conduct constitutes or creates a hazard or danger to clients or fellow workers or constitutes gross misconduct, or gross insubordination, no employee shall be suspended, demoted or discharged unless she/he has received appropriate warnings or counseling.
- B. Notice of discharge, demotion or suspension shall be served in person or by certified mail - return receipt requested, to the employee as soon as possible. If requested by the employee, a copy of the notice shall be sent to the union. The notice shall include the following information:
  - 1. Statement of the nature of the disciplinary action.
  - 2. The effective date of the disciplinary action.
  - 3. Description in ordinary and concise language of the act or omissions on which causes are based.
  - 4. Statement of the cause for disciplinary action.
- G. An employee shall have the right to have a Union representative or steward, if the employee so requests, present at any meeting with supervisors or management representatives which is disciplinary or investigatory in nature. Prior to any such meeting, the Employer will inform the employee involved of such right. All disciplinary action other than probationary termination may, at the employee's option, be reviewed in accordance with the grievance procedure.
- D. In the event of the termination of an employee after the probationary period, subject to this Agreement for a cause other than creating a hazard or danger to clients or fellow workers, gross misconduct, insubordination, dishonesty, or conviction of a felony which relates to the employee's job, the employer shall give to such employee a written notice of termination no less than ten (10) working days prior to the effective date of said termination.

## **SECTION XIV. GRIEVANCE PROCEDURE**

A grievance is defined as a claim or dispute by any bargaining unit employee or the Union concerning the interpretation or application of this Agreement.

- A. Step I: Grievances shall initially be taken up orally by the employee and/or the Union steward with the immediate supervisor in an attempt to settle the matter on an informal basis.

#### **SECTION XIV. GRIEVANCE PROCEDURE Cont'd**

- B. Step II:** If the grievance is not satisfactorily settled at the Step I, it shall be reduced to writing by the employee or her/his representative and submitted to the Department Manager. Such written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Section(s) of the Agreement in which the grievance is based, the proposed remedy to the grievance and the signature of the grievant, Shop Steward, or Union Representative. In order to be valid, the grievance must be so submitted within thirty (30) calendar days, except that in cases involving discipline, discharge or suspension, there shall be a fifteen (15) calendar day time limit, of the date that the alleged violation occurred or could be reasonably known to have occurred. The Employer and/or the Shop Steward or the Union Representative will meet within seven (7) calendar days of such submission. A written response will be made by the Employer within seven (7) calendar days of said meeting.
- C. Step III:** If the grievance is not satisfactorily settled at Step II, it may be presented in writing to the Executive Director by the employee within seven (7) calendar days after Step II is completed. The Executive Director shall give a written response within seven (7) calendar days after submission of the grievance to her/him.
- D. Step IV:** If the grievant is not satisfied with the Step III decision and the grievance still remains unresolved, within seven (7) days of the Step III decision, the grievance may be referred to a representative of the Personnel Committee of the Board of Directors in writing. The representatives within fifteen (15) days will provide a response, which may include a request for a hearing, to the grievant.
- E. Step V:** If the grievance still remains unresolved, it may be directly referred to binding arbitration. Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, the Employer and the Union shall select a mutually agreeable impartial arbitrator. In the event that the parties cannot agree on an impartial arbitrator within seven (7) calendar days after request, the parties may request the Federal Mediation and Conciliation Service to submit a list of five (5) representative arbitrators. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement. All expenses of arbitration, excluding costs of representation and witnesses, shall be paid equally by the Employer and the Union. The decision of the arbitrator shall be final and binding upon the parties and shall be issued within thirty (30) days of the arbitration hearing. Time limits may be extended or waived only by mutual agreement of the parties, except in the failure to timely file a grievance. If either party fails to comply with the grievance time limits, the grievance shall proceed through the Steps. The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method for determining settlements between the parties of any and all grievances herein defined.

## SECTION XV. HOLIDAYS

A. Recognized Holidays: The following days shall be observed as holidays:

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Years Eve  
New Years Day  
Two Personal Float Days  
One additional float holiday for contract year  
07/01 through 06/03 One additional float  
holiday for contract year  
07/03 through 06/04

Holidays occurring on Saturday will be observed on Friday, and holidays occurring on Sunday will be observed on the following Monday.

B. Eligibility: To be eligible for holiday pay, a regular employee must: 1) not be on unpaid leave of absence or layoff; 2) shall have worked the last scheduled workday prior to and following the holiday(s), unless the employee shall have been unavailable for work because of absence on bona fide paid leave.

If a holiday falls on a day normally scheduled off, the employee shall be given another day off with pay that is mutually agreed upon between the Employer and the employee.

C. Payment For Part-Time Employees: Eligible part-time employees shall receive pro rated holiday pay based on the number of hours regularly scheduled to work during the pay period. Casual/Temporary employees are not eligible for holiday pay.

Regular employees who are eligible for holiday pay and who actually work authorized hours on the above specified holidays shall receive one and one half (1-1/2 ) times their regular straight-time hourly rate of pay for all hours worked on said holiday, and an in-lieu day.

D. Personal Leave (formerly personal float days) must be taken during the year of accrual. Employees may schedule personal leave with their supervisor or may request personal leave in emergency situations as approved by their supervisor. Such will be granted except for reasons critical to the operation of his/her department. Leave shall be in segments of one (1) hour or more.

(Summary: The Employer will allow employees to use their floating holidays per calendar year as personal leave as described above.

## **SECTION XVI. VACATION**

Only regular full-time and part-time employees are eligible for vacation benefits.

A. **Accrual Rates:** The amount of vacation leave which an eligible employee accrues is dependent upon her/his length of employment, as shown below:

<u>Length of Employment</u>	<u>Annual Accrual Rate</u>	
1st and 2nd year	12 working days (2 wks)	
3rd, 4th and 5th year	17 working days (3 wks)	..!!
6th year	22 working days (4 wks)	

- B. Regular employees may carry over ten (10) days unused vacation on December 31<sup>st</sup> of each year.
- C. Regular part-time employees are eligible for vacation leave benefits on a pro-rated basis determined by the number of regular hours worked (not including overtime on a weekly basis).
- D. The minimum amount of vacation time that may be taken is one (1) hour increments.
- E. Vacation time lost due to illness or injury may be charged to sick leave subject to the rules governing sick leave, with medical verification.
- F. Upon resignation, all employees with the exception of those who have not completed probation, are eligible for payment of unused and accrued vacation time. In the event of death of an employee, the estate will receive payment of unused and accrued vacation time.
- G. Any regular employee who terminated her/his employment with the Employer, whether voluntarily or involuntarily, will be paid all unused and accrued vacation leave at the time of termination except probationary employees.
- H. Employees at the 6th year and earning vacation at the maximum accrual rate shall be entitled to accumulated vacation time up to 160 hours.
- I. Vacation requests Which are submitted at least thirty (30) days in advance shall be acted on within ten (10) working days by the Employer. If the Employer does not act on the vacation request within ten (10) Working days of submission, the vacation request will be automatically approved. All vacation requests shall be approved unless there is a bona fide, demonstrable operational need preventing approval. Where bona fide operational needs prevent all vacation requests from being approved as submitted, those submitted earliest Will be approved.
- J. Vacation requests which are submitted with less than thirty (30) days notice shall not be arbitrarily denied.
- K. Employees can cash out up to five (5) days of vacation time prorated based upon full-time equivalence for anyone that has more than ten (10) days of vacation time accrued. Following the cash out, employees must have a remaining balance of ten (10) days of vacation accrued, prorated based upon full-time equivalence following" the cash out.

## **SECTION XVII. PAID SICK LEAVE**

- Ai** Full-time employees shall accrue sick leave with pay, calculated to the nearest half-month at the rate of one (1) day per month from date of hire. Part-time employees shall accrue sick leave on a pro-rata basis.
- B.** Sick leave with pay shall be granted in the event of sickness or disability which renders an employee unable to perform her/his duties of employment. Sick leave shall be granted for necessary medical or dental appointments. Sick leave shall be granted for the purpose of administering to the care and treatment of an ill or , injured member of the immediate family when the employee's presence is required for such care.
- C.** If an employee is absent on paid sick leave and a holiday occurs during such an absence the employee may request that the day be charged against her/his sick leave balance.
- D.** Sick leave shall be applicable only on days during which the employee would have been scheduled to work. Pay for sick leave shall be at the rate of pay which the employee would have received had she/he worked her/his regular straight-time schedule that day.
- E.** When an employee is eligible to receive State Disability Insurance (SDI) or Workers' Compensation, the employee shall receive full disability payment plus such portion of accrued sick leave that shall aggregate to an amount equal to but not exceeding the employee's regular rate of pay. When accrued sick leave is exhausted, at the employee's option integration shall be done with accrued vacation. However, if an employee is permanently separated from employment as a result of disability, the employee shall be paid for all accumulated sick leave in addition to whatever disability benefit payments to which she/he may be entitled.
- F.** If an employee becomes ill while on vacation, she/he may charge accrued sick leave for such period of illness provided the employee can show proof of illness.
- G.** Sick leave may be accumulated to a maximum of 192 hours. Employees who separate from employment will not be paid for sick leave. An employee is required to inform her/his supervisor, or in the absence of the supervisor, the Executive Director, of illness or injury, prior to the commencement of regular working hours.
- II.** An employee absent for more than three (3) consecutive working days shall be required to present a doctor's statement stating it is safe for the employee to return to Work.
- I.** Donation of Sick Leave: With prior approval of the Employer, employees may donate accumulated sick leave to another employee who has exhausted her/his paid leave balances due to catastrophic illness. The value of donated sick leave shall be divided by the current hourly rate of the employee to whom leave is donated to determine the number of days and hours of additional sick leave due the employee.

## **SECTION XVIII. DEATH IN THE IMMEDIATE FAMILY**

**In the event of a death in the immediate family an employee, upon request, shall be granted three (3) days off with pay. Immediate family is defined as spouse, significant**

## **SECTION XVIII. DEATH IN THE IMMEDIATE FAMILY Cont'd**

other, parent, child, step-parent, step-child, brother, sister, father and mother-in-law, son and daughter-in-law, grandparents, and grandchildren of the employee. In addition the employee shall be granted an additional two (2) days off with pay when travel of 300 miles or more is required.

## **SECTION XIX. JURY/WITNESS DUTY**

Employees required to report for jury duty or subpoenaed to appear as a witness in a judicial procedure related to the Employer shall be excused from work on such days and shall receive on days they otherwise would have worked the difference between their regular rate of pay and any amount of jury pay or witness fees received, exclusive of transportation costs or mileage payment for which reimbursement is made. The employee must provide verification of having been directed to report in connection with jury service or the subpoena and the amount of such fees. No deduction in leave time or break in service shall occur.

## **SECTION XX. MILITARY LEAVE**

The Employer shall grant unpaid armed forces or military leave as required by law.

## **SECTION XXI. LEAVES OF ABSENCE**

A leave of absence shall be defined as an approved absence from work without pay. Vacation pay and sick leave will not accrue while the employee is on leave.

- A. Regular full and part-time employees after completion of probation shall be eligible for a disability leave of absence of up to four (4) months. The specific leave must be supported by a physician's statement of disability and projected length of disability. Employees shall have the option of using accrued sick leave, vacation and compensatory time off before requesting a disability leave of absence.
- B. An employee returning from a leave of absence shall be guaranteed return rights and assigned to the same or comparable job if the leave was four (4) months or less. If the leave is greater than four (4) months, reemployment may not be guaranteed, except as required by Workers' Compensation Law, or in the case of extended leaves as approved by the Executive Director.
- C. Upon return to work an employee must furnish a written statement from her/his physician regarding employee's fitness to return to work. Two weeks notice shall be given for return to work.
- D. Any employee on authorized leave of absence shall retain whatever seniority she/he had prior to departure on said leave of absence, but shall not accumulate additional seniority during said leave of absence.
- E. Pregnant employees shall furnish the Employer a statement of the attending physician which indicates the estimated date of delivery. A pregnant employee shall be entitled to a maternity leave of up to four (4) months, including accrued sick leave, the dates of which are to be mutually agreed by the employee and the

## **SECTION XXI. LEAVES OF ABSENCE Cont'd**

Employer, provided that the employee is required to take maternity leave two (2) weeks prior to the estimated date of delivery and continuing for two (2) weeks following the actual delivery, unless the employee's physician submits written approval, satisfactory to the Employer, for the employee to work during such period,

- P. Employees shall be granted up to four (4) months of parental leave if she/he becomes a parent through childbirth, adoption, or legal guardianship .
  - G. After four (4) months an employee who is unable to return to work may request an extension of the leave of absence. Approval of any additional leave shall be at the discretion of the Executive Director.
- II. In the case of leaves of absence attributable to an industrial injury or illness, the employee will continue to be covered by the Health Plan at the Employer's expense during the period of leave not to exceed four (4) months. During the leave the employee will continue to accrue service credit for purposes of salary tenure increases. Vacation leave, holidays, and sick leave will continue to accrue during the first 30 calendar days of the leave of absence.
- I. Employees may request a personal leave of absence not to exceed thirty (30) days per calendar year. All accrued vacation and compensatory time off must be exhausted before approval of such leave. Personal leave shall be granted subject to the requirements of efficient operations and with the approval of the Executive Director.

## **SECTION XXII. TRAVEL ALLOWANCES**

- A. Employees who use their personal autos for business travel shall receive reimbursement at the current Internal Revenue Service mileage allowance rate for each mile traveled. In addition employees shall receive reimbursement for tolls and parking charges that are incurred.
- B. Employees shall receive a cash advance and/or reimbursement for reasonable actual out-of-pocket expenses incurred while on business travel. Reimbursement shall be made for transportation, lodging, meal and other necessary business-related expenses. Reimbursement for meals, including taxes and tips, is limited to up to \$35.00 per day.
- C. Employees who are on an overnight business trip shall be allowed one three (3) minute telephone call to their home each day at the Employer's expense.
- D. Employees shall receive their regular rate of pay for all compensable travel time.
- E. To receive reimbursement, employees must submit receipts for expenses and completed expense reports to the manager with time sheets.

## **SECTION XXIII. EDUCATION STIPEND**

The employer will provide funds for staff training, which may be used for educational purposes on a case-by-case basis depending upon the availability of funds.

### **SECTION XXIII. EDUCATION STIPEND Cmt'd**

Establish a Staff Development and Training Policy Committee comprised of management and Local 616 to develop training options and selection criteria for specific courses, seminars and/or computer training for all employees, with the goal of attaining measurable skill sets at the end of each year.

### **SECTION XXIV. ACCESS TO RECORDS**

An employee shall be permitted to review her/his own personnel report. An appointment will be made by the employee to review his/her personnel file. Union representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The employee or the Union representative when accompanied by the employee or upon presentation of a written authorization signed by the employee may request a copy of the employee's personnel record. The Employer shall provide one (1) copy of the record without charge. The Employer may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

### **SECTION XXV. HEALTH AND WELFARE**

- A. Health and Welfare: The Employer shall continue to provide regular full-time and part-time employees after 30 days of employment the Kaiser Health Plan that was in effect prior to the execution of this Agreement.
- B. There shall be no change in the level of benefits during the term of this Agreement except by mutual agreement. The Union may request information from the Employer pursuant to determining if improved benefits are available at no increase in costs; and if so, proposing the improved coverage.
- C. Dental Coverage: The Employer will allow employees to find dental plans of their choice and will pay for plans of equal or less cost. For Plans with a greater cost than the Employer currently offers, employees will pay the difference.
- D. Retirement Account: The Employer Will offer a 403B tax-sheltered annuity plan through Common Sense Trust Fund on a payroll deduction basis. The Employer will initiate a retirement benefits program into which APEB will contribute on behalf of regular employees. APEB agrees to make an annual contribution of 1.25% of the employee's current salary to a 403b account on behalf of regular employees\* Employees become eligible for the program after they have completed two years of regular full-time and part-time employment. An annual contribution of 1.25% will be made for each year of regular employment thereafter. Upon separation from APEB, employees have the option of maintaining their retirement account with APEB at their own expense, rolling the funds over into another IRA, or pension plan or receiving the funds minus penalties. Employee will be fully vested after two years of permanent employment.
- E. Employee Assistance Program: The Employer will form a committee to develop an Employee Assistance Program (EAP). The committee shall include a representative from Employer management staff, the Board of Directors, the bargaining unit and the Union. Through this program the employees may receive free personal, confidential, offsite assistance with issues that may impact the individual's overall well-being and job performance. Services may include but are not limited to mental

## **SECTION XXV. HEALTH AND WELFARE Cont'd**

health, family, substance abuse and financial counseling. Employees must first access services provided through the agency's health plan when available and appropriate. The committee will meet to finalize the details of this program including, the number of visits an employee is entitled to, the costs of the program, and other benefits of the program. The union proposes that the date of the first meeting of this committee be no more than 90 days from the date of this agreement (July 26, 2000) and that the program be up and running in no more than 120 days from the date of this agreement.

## **SECTION XXVI. HEALTH, WELLNESS AND SAFETY PROGRAM**

- A. The Employer shall make every reasonable provision for the health and safety of the employees including the establishment of an ongoing Health and Safety Committee; The Health and Safety Committee shall be charged with but not limited to the following:
1. Investigate and make recommendations regarding other health and safety issues as needed.
  2. Meetings shall be scheduled as needed and shall be conducted during normal working hours.
- B. **Workplace Violence Prevention Program:** Establish a formal APEB Workplace Violence Prevention Policy and Threat Management Team, develop milestones to implement program that also addresses verbal threats and altercations in vicinity of APEB Offices.
- C. APEB adds basic pre-paid legal services for staff members as part of the overall compensation package (estimated costs: \$14.00/month).

## **SECTION XXVII. WAGES**

The Employer shall provide a general wage increase of 3% during the first year effective July 02, 2001; 2.75% effective July 01, 2002; a wage re-opener during the third year to be effective on July 1, 2003. Employees shall continue to receive 4% step increases upon their anniversary dates pending satisfactory performance appraisals.

**Working Out of Class:** At the designation of the Executive Director, the Employer would establish a higher salary level for line staff when assigned to temporary out-of-class work in a management position. For the duration of the assignment, SEIU represented employees would receive compensation at a higher level. It is expected that with the exception of hiring, firing, and employee evaluations, staff assigned to work out of class would perform the full range of duties appropriate to the management position.

Compensation for temporary assignment to a higher level position shall be as follows:

The service in such position exceeds ten (10) days in any twelve (12) month period, and payment shall be retroactive to the first day of services in a twelve (12) month Employer fiscal year.

**SECTION XXVIII. SAVINGS CLAUSE**

If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction/ or if compliance with or enforcement of a provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision within thirty (30) days.

**SECTION XXIX SCOPE OF AGREEMENT**

Except as otherwise specifically provided herein, this Agreement fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this Agreement. Neither party shall, during the term of this Agreement, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual agreement.

**SECTION XXX. NO STRIKE. NO LOCKOUT**

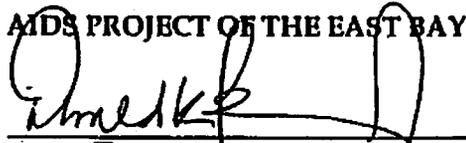
The parties agree that, for the term of this Agreement the Union shall not picket or engage in a strike, work stoppage or other concerted action against the Employer and the Employer shall not engage in a lockout of employees. Notwithstanding the above, employees shall not be required to cross lawful picket lines at the Employer's facilities or lawful picket lines elsewhere.

**SECTION XXXI. TERM OF AGREEMENT**

This agreement shall be effective July 1, 2001 and shall remain in full force and effect without change, addition or amendment from July 1, 2001 through June 30, 2004. To amend or terminate the agreement, notice shall be given at least sixty (60) days prior to the last day of June 2004.

Made and entered into this 30th day of November, 200L

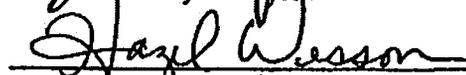
**AIDS PROJECT OF THE EAST BAY**



Don Richmond

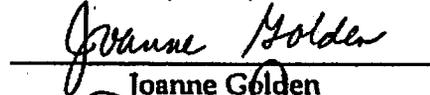


Jim Taylor

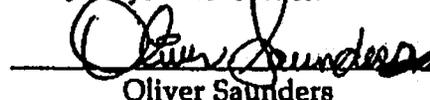


Hazel Wesson

**UNITED SERVICE EMPLOYEES  
LOCAL 616, SEIU, AFL-CIO**



Joanne Golden



Oliver Saunders

APPENDIX B  
AIDS PROJECT OF THE EAST BAY  
Salary Schedule for FY 02-03

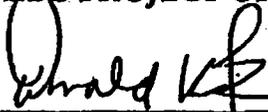
POSITION	LEVEL I	LEVEL H	LEVEL HI	LEVEL IV	LEVEL V
Administrative Director Case	\$32,702	\$34,945	\$35,371	\$36,785	\$38,257
Management Coordinator Policy	\$32,702	\$34,945	\$35,371	\$36,785	\$38,257
Benefits Coordinator	\$32,702	\$34,945	\$35,371	\$36,785	\$38,257
Housing Coordinator Case	\$32,702	\$34,945	\$32,801	\$36,785	\$38,257
Manager Treatment Advocate	\$29,729	\$30,917	\$32,801	\$33,440	\$34,778
Benefits Advocate Volunteer	\$29,729	\$30,917	\$32,801	\$33,440	\$34,778
Specialist Housing Case Manager	\$29,729	\$30,917	\$32,801	\$33,440	\$34,778
Risk Reduction Specialist	\$29,729	\$30,917	\$32,801	\$33,440	\$34,778
Community Outreach Educator	\$29,729	\$30,917	\$29,922	\$33,440	\$34,778
Peer Advocate Youth Education	\$29,729	\$30,917	\$29,922	\$33,440	\$34,778
Specialist . Admin.	\$28,392	\$28,771	\$29,922	\$31,119	\$32,363
Asst/Bookkeeper ' Administrative	\$28,392	\$28,771	\$29,527	\$31,119	\$32,363
Secretary-Receptionist	\$28,392	\$28,771	\$29,527	\$31,119	\$32,363
	\$28,051	\$28,392	\$25,135	\$30,709	\$31,937
	\$28,051	\$28,392		\$30,709	\$31,937
	\$23,877	\$24,167		\$26,140	\$27,186

SIDELETTER OF AGREEMENT  
BETWEEN AIDS PROJECT OF THE  
EAST BAY  
AND UNITED SERVICES EMPLOYEES  
LOCAL 616

, The Employer approves the use of Sideletters of Agreement after meeting and consulting with the Union on new and/or revised employer/employee working conditions rather than having formal meet and confer contract negotiations.

**AIDS PROJECT OF THE EAST BAY**

**UNITED SERVICE EMPLOYEES  
LOCAL 616, SEIU, AFL-CIO**



Don Richmond



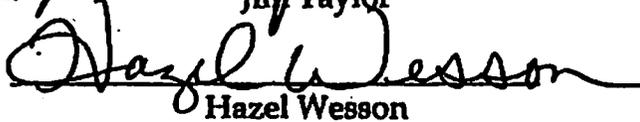
Joanne Golden



Jim Taylor



Oliver Saunders



Hazel Wesson

Date: 3.20.03

SIDELETTER OF AGREEMENT  
BETWEEN AIDS PROJECT OF THE  
EAST BAY  
AND UNITED SERVICES EMPLOYEES  
LOCAL 616

• **TIME AND ATTENDANCE (WORK HOURS/DAYS)**

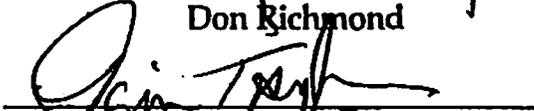
To prevent the established practice of a time clock system to account for staff absences and/of lateness the following will be practiced during this contract period:

- A. Establish/ as a pilot, for six months after contract is approved a sign-in/sign-out log for start/end of work shift.
- B. The Employer to provide periodic feedback to the Union on pilot program and concerns identified with it,
- C. The Employer to advise the Union if problems have persisted, i.e., employees who do not sign in or out when appropriate, time(s) employees sign in or out that is not accurate, etc. The Employer is also to advise of the effective date for a change in the sign in or out via the computer,
- D. The employees must arrive at work within 10 minutes of start time. If no incremental hourly wage will be received.

**AIDS PROJECT OF THE EAST BAY**



Don Richmond

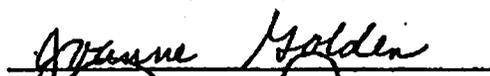


Jim Taylor



Hazel Wesson

**UNITED SERVICE EMPLOYEES  
LOCAL 616, SEIU, AFL-CIO**



Joanne Golden



Oliver Saunders

Date: 3-20-03

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LOCAL 616

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SaCTIdN XXV, HEALTH AND WELFARE

No iitceased Eirtpioyei- contributlbts to health pkh for contract yedis 2001 and 2002>  
(not' the addition of spouse/doinestic partner and dependents); explore other health  
plan options to Include family members, dependants and domestic partners during  
contract period and reopen for discussion and implementation in the third contract  
yeah

Explore With State Fund long term disability changes and options.

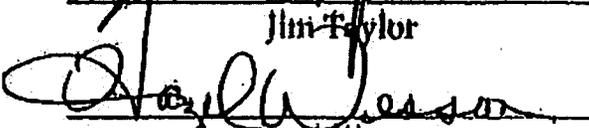
AIDS PROJECT OF THE EAST BAY



Don Richmond

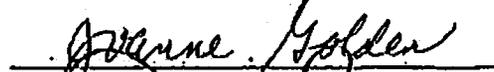


Jim Taylor

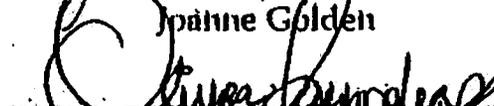


Hazel Wesson

UNITED SERVICE EMPLOYEES  
LOCAL 616, SEIU, AFL-CIO



Joanne Golden



Oliver Saunders

Date: 3-10-03