

COLLECTIVE BARGAINING AGREEMENT

Between

SOCIAL SERVICES UNION
SEIU Local 535, AFL-CIO, CLC

and

The Arc-Alameda County

Effective

March 1, 2000 to December 1, 2001

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AGREEMENT
between
The Arc - Alameda County
and
SOCIAL SERVICES UNION, LOCAL 535
SEIU, AFL-CIO, CLC

PREAMBLE

This Agreement is entered into this 1st day of March, 2000, by and between The Arc - Alameda County (hereinafter called the "Employer" and Social Services Union, Local 535 Service Employees International Union, AFLCIO-CLC (hereinafter called the "Union").

SECTION 1. RECOGNITION

*Name
CLASSES*

The Employer recognizes the Union as the exclusive bargaining representative for all employees in the unit certified by the NLRB in Case No. 12-RC-519. This agreement shall also apply to any other classifications which may be established within the scope of duties now included within the listed classification.

SECTION 2. UNION SECURITY

A. All employees covered by this Agreement shall have thirty-one (31) days from their initial date of hire to choose whether or not to become members of the Union. Those employees who choose to become members of the Union shall, for the term of this Agreement, maintain their membership in the Union to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership.

B. Those employees who choose not to become members of the Union shall either submit to the Union service fees equal to the Union's uniformly required initiation fees and periodic dues or shall submit a statement of personal conviction against payment of service fees to the Executive Director and the Union Representative. This statement shall consist of written proof of a strong moral conviction in the nature of a "conscientious objection" and will contain evidence of experiences and/or beliefs significant to show that payment of the fees would be inappropriate. The Executive Director and the Union Representative shall determine whether such proof supports the employee's contention. Should there be a dispute between the Executive Director and the Union Representative, the matter shall be submitted to an independent third party to be agreed upon by the parties, or alternately to be selected from a list provided by the Federal Mediation and Conciliation Service.

C. Upon written notice to the Employer and upon examination of documented proof that an employee has not complied with the above requirement, the Employer shall terminate the employment of such employee within fifteen (15) days after receipt of such notice unless thereafter the employee complies with the above requirements within said time period.

D. 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 on the same terms and conditions generally applicable to the other members or if s/he has reasonable grounds to believe that membership was denied or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining Union membership.

E. The fees or dues described in Section 2, Paragraph A may be deducted from the employee's paycheck upon submission to the Employer of a proper written authorization by the employee. The Union will hold harmless the Employer against any claim which may be made by any person by reason of said deduction, including the costs, attorney fees and other expenses of defending against such claim.

F. Not later than the tenth (10th) of each month, the employer shall supply the Union with the name, classification, mailing address and date of hire of any newly hired employee and the names of any employees terminated or laid off or who took an extended leave of absence during the previous month.

G. At the time a new employee is hired, the Employer shall provide the employee(s) with a copy of this Agreement and any letters of understanding pertinent thereto. The Employer will also provide the employee with an explanation and copies of all employee benefits, including medical insurance plans, and any other insurance or pension plans. The employee shall also receive a copy of his/her classification description.

The Employer shall conduct orientation sessions for new employees on a bi-monthly basis. Immediately following these orientation sessions the Union Representative will be allowed to make a presentation not to exceed fifteen (15) minutes to those employees covered by this agreement.

SECTION 3. UNION BUSINESS

A. A duly authorized representative of the Union shall be permitted access during working hours to the Employer's facilities and offices for the purpose of observing whether this Agreement is being observed, to investigate complaints of employees, and to assist in the adjustment of grievances. The Employer shall be given notification of the date and time of the visit.

This privilege shall be exercised reasonably and shall not disrupt the work of employees, provided that the Union Representative may confer with an employee and his/her supervisor or other Employer representatives in connection with a complaint or problem concerning the employee during working hours. The Union shall promptly advise the Employer of the name of the assigned business agent.

B. The Employer agrees to recognize one (1) Union Steward duly appointed by the Union at each facility operated by the Employer. Union Stewards shall be allowed reasonable work time necessary to assist in

processing grievances. The Union shall notify the Employer promptly in writing of the names of the currently designated Union Stewards and any changes thereof.

C. The Employer shall make space available on existing bulletin boards for the exclusive use of the Union.

D. Employees on the Union negotiating team shall be paid their regular salary by the Employer for any negotiations occurring during work hours from the date negotiations commence through the contract expiration or contract reopener date.

SECTION 4. SENIORITY

Except as otherwise provided in this Agreement, seniority shall be defined as the number of hours on paid status with The Arc-Alameda County or its predecessor organization in any capacity, Seniority shall be broken by resignation, retirement, discharge for just cause, failure to respond within seventy-two (72) hours to a request to return from layoff except for good cause, or by twelve (12) months of unbroken layoff. Limited term employees and hourly employees, except as modified in Section 27 - Use of Hourly/Limited Term Employees, Paragraph B, shall not accrue seniority for the purposes of this Section.

SECTION 5. LAYOFF OR REDUCTION IN FORCE

A. Layoffs in any classification shall be carried out in inverse order of total seniority with the Employer, that is, the least senior employee in the classification in which the layoff occurs shall be the first laid off.

B. Employees who have completed their initial probation period with the Employer and are laid off from a classification shall have the right to bump less senior employees in an equivalent or lower paid classification provided they meet the minimum qualification for said Classification. In the event that a layoff or reduction in force is expected to last less than three (3) months, employees shall exercise their bumping rights within their division only. In the event that a layoff or reduction in force is expected to or does last three (3) months or more, employees may bump across division lines. Employees who exercise their bumping rights under this Section shall be assigned to the step in the new classification closest to, but not higher than, the employee's previous salary.

C. Rehires and reinstatements to a classification from which an employee was laid off shall be accomplished in inverse order of layoff.

D. The Employer shall provide as much notice as possible to the Union and affected employees of any intended layoff. Minimum notice of two (2) weeks or pay in lieu thereof is due any affected employee unless the Employer can establish that they could not reasonably give such notice.

E. The Employer will meet and confer with the Union as soon as possible in advance of an intended layoff to explore reasonable alternatives to layoff consistent with the Employer's ability to function.

F. Employees terminated as a result of these measures will be notified of all future The Arc-Alameda County vacancies (including new positions) by mail for a period of one (1) year. By the employee's written

request the Union representative shall be sent a copy of all notices. It will be the responsibility of the ex-employee to apply for any position s/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. If rehired into the employee's former grade, pay will be set at the last step held at The Arc-Alameda County. If the employee is rehired to a different grade, the employee shall be paid at the pay level closest to the current rate of pay for his/her previously held position. Employees who are rehired within one (1) year of termination as a result of these measures will not lose their seniority as a result of layoff. Previously accrued sick leave will be recredited to their account.

SECTION 6. POSTING OF JOB VACANCIES, PROMOTIONS AND TRANSFERS

A. Notice of all job vacancies of the Employer shall be posted on bulletin boards in each work location at least one (1) week (Monday through Friday) before the closing date. A copy of such notice shall be sent to the Union Field Representative at the same time.

The Employer will post job vacancies not later than one (1) week from the date the vacancies occur. The Employer shall not unduly delay filling vacant positions. Temporary vacancies will be posted in-house in the location of the vacancy. Management may appoint any employee of its choosing for the first five (5) days of the job. By the fifth day of the opening, assignments will conform with the contract provisions for permanent vacancies.

B. For the purposes of promotion or transfer to a vacant position, seniority with the Employer shall govern unless the Employer can demonstrate that the less senior employee is better qualified. Current employees who have completed their initial probation period with the Employer shall have preference over outside applicants unless the outside applicant is "head and shoulders" better qualified to perform the work required as determined by the Employer; provided, however, such determination shall be subject to Section 9. Grievance Procedure.

Employees must apply for transfer or promotion within one (1) week of the vacancy announcement posting at their work location in order to receive preference over outside applicants.

C. An employee who bids for and is awarded a promotion under this Section shall undergo a probation period of one hundred eighty (180) calendar days for the new position only. During this probation period, the Employer at its discretion may return the employee to his/her former position, if available, or to the nearest comparable position if the former position is not available. The decision of the Employer to remove an employee from the new position during this probationary period is not subject to the Grievance Procedure. In all other areas such employee shall have full access to the Grievance Procedure and shall enjoy all other rights of a permanent employee. In the event such employee is subsequently returned during the probationary period to a position other than that held prior to the promotion, the employee shall, upon his/her request, be given first opportunity to return to his/her former position when that position is available.

D. Employees who have completed probation and who are involuntarily transferred as a result of a lay-off or reduction in force shall not be required to serve a new probationary period.

E. Employees who have completed a probationary period and who seek and are awarded a voluntary transfer to the same classification at another worksite shall not be required to serve a new probationary period.

Probationary employees who seek and are awarded a voluntary transfer shall be required to undergo a new probationary period of 180 calendar days.

SECTION 7. DISCIPLINE AND DISCHARGE

A. Employees who have completed their initial probation period with the Employer shall not be discharged or otherwise disciplined except for just cause. Except under circumstances where the employee's conduct constitutes or creates a hazard or danger to clients or involves dishonesty, gross insubordination or gross misconduct, no employee shall be discharged unless s/he has received appropriate warning or counseling. At the employee's request, copies of written warnings and/or reprimands shall be furnished to the Union in a timely fashion in order to be valid.

B. Notice of discharge, suspension or demotion shall be served in person or by registered mail to the employee as soon as possible. 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) statement of the cause for disciplinary action, and 4) statement in ordinary and concise language of the act or omission on which causes are based. The Union will be notified of any discharge unless requested otherwise by the employee.

C. All new employees shall be probationary for their first one hundred eighty (180) calendar days of employment. Each new employee shall be kept appraised of his/her performance and shall receive an evaluation at three (3) months employment and at the end of their probationary period. Retention of any probationary employees shall be within the discretion of the employer based upon the employee's job suitability and skill. Termination during the probationary period shall not be subject to the Grievance Procedure except on grounds of discrimination as per Section 10 of this Agreement.

D. An employee shall have the right to a Union Representative present at any meeting with supervisors or management representatives which is disciplinary or investigatory in nature. Employees choosing not to have a Union Steward present will sign a statement to this effect.

SECTION 8. PERSONNEL FILES

A. **INSPECTION.** Records, reports and other material relating to employment and the performance of each employee shall be maintained by the Employer in one (1) file and shall be open at reasonable times for inspection by the Employee concerned with or without a Union Representative present, at the option of the employee.

B. **FILING PROCEDURE.** Material relating to performance shall be signed by a person competent to know the facts and a copy of such material shall be provided to the employee. The employee shall acknowledge receipt of a copy of such material by signing the actual copy to be filed. Signature does not necessarily indicate agreement with its contents. The employee shall receive a copy of the material placed in the file.

C. **ANONYMOUS MATERIAL.** No anonymous material will be placed in the file of any employee. Such material placed in the file prior to the execution of this Agreement shall be removed at the request of the employee and shall be given no weight or consideration for any purpose whatsoever.

D. **ANSWERS AND REPRODUCTIONS.** The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Such material shall not be used exclusive of this answer.

E. **SECRET MATERIAL.** Material not in the file may not be used against the employee for any purpose.

F. **COMPLIMENTARY MATERIAL.** Information of a complimentary nature received by the Employer pertaining to the work performance of any employee shall be placed in the employee's personnel file upon the employee's request.

G. **INCORRECT MATERIAL.** Material will be removed or otherwise deleted from an employee's personnel file if the Employer and the employee agree that the material is incorrect or the material is determined to be incorrect as a result of the Grievance Procedure.

H. **OBJECTIONABLE MATERIAL.** Any material objectionable to the employee may be grieved as to whether it is proper to remain in the file.

SECTION 9. GRIEVANCE PROCEDURE

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

STEP 1. 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 within five (5) working days of the employee having knowledge of the incident.

STEP 2. If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing by the employee or his/her representative and submitted to the second level supervisor. 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 on which the grievance is based, the proposed remedy to the grievance, and signature of the grievant, Steward or the Union Representative. In order to be valid, the grievance must be so submitted within ten (10) working days of the date that the alleged violation occurred or could reasonably be known to have occurred. A written response will be made by the employer within ten (10) working days of receipt of the written grievance. At the request of either party a meeting may be held to attempt to resolve the grievance.

STEP 3. If the grievance is not satisfactorily settled at Step 2, it may be presented in writing to the Executive Director by the employee within ten (10) working days after Step 2 is completed. The Executive Director shall give a written response within ten (10) working days after the submission of the grievance to him/her.

STEP 4. If the grievance still remains unresolved, it may be directly referred to binding arbitration, no later than ten (10) working days after the receipt of the Executive Director's response in Step 3 above. 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 ten (10) calendar days after receipt of the written request for arbitration, either party 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 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. If either party fails to comply with the grievance time limits, the grievance will be determined in favor of the other party. The Grievance Procedure and Arbitration provided for herein shall constitute the sole and exclusive method for determining settlement between the parties of any and all grievances herein defined.

The Employer may bring an expedited grievance for any claim that the no-strike clause has been violated. If the Employer grievance concerns a violation of the no-strike clause and the claim is unable to be resolved within 24 hours the grievance may be initiated at Step 3 with the selection of an Arbitrator.

SECTION 10. NO DISCRIMINATION

A. There shall be no unlawful discrimination by the Employer against an employee or applicant for employment because of race, creed, color, national origin, age, sex or disability. In addition, the Employer will not discriminate against bargaining unit members solely on the basis of sexual orientation, marital status or political affiliation, provided such affiliation, status or orientation does not adversely affect the work environment and provided further that the Employer reserves the right to establish reasonable practices and rules prohibiting such affiliation or orientation relative to the program environment.

B. The Employer agrees not to unlawfully discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union.

C. The Union agrees not to unlawfully discriminate against any employee because of non-membership in the Union or because of any activities not on behalf of the Union.

SECTION 11. HOURS OF WORK, OVERTIME AND PREMIUM PAY

A. The regular work week shall consist of five (5) seven and one-half (7-1/2) hour days. All employees shall be entitled to one (1) paid ten (10) minute rest period during mid-morning and one (1) paid ten (10) minute rest period during mid-afternoon work hours. Additionally, whenever possible all employees shall be entitled to an unpaid lunch break of one half hour on or about the midpoint of their shift, during which the employee shall be completely relieved of duty. If the Employer cannot accommodate such a lunch break between 11:00 a.m. and 1:00 p.m. then the employee shall be allowed to adjust his/her workday or be paid for the worked lunch period, at the employee's option.

B. Overtime shall be designated as all hours worked in excess of seven and one half (7-1/2) hours in one (1) day or in excess of thirty-seven and one-half (37-1/2) hours in one (1) week. Time worked between seven and one-half (7-1/2) hours and eight (8) hours in one (1) day or between thirty-seven and one-half (37-1/2) and forty (40) hours in one (1) week shall be compensated at the employee's straight-time hourly rate. Time worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be compensated at the rate of one and one-half (1 - 1/2) times the employee's straight-time hourly rate.

C. Employees shall not be required to work outside their normal work hours, provided, however, that the Employer may require employees to adjust their work schedules for the purpose of attending agency wide quarterly meetings or in-service trainings. Attendance at such quarterly meetings or in-service trainings shall not exceed twelve (12) times per calendar year.

D. The Employer may seek employees to staff special work activities that occur outside of normal work hours. Participation in such special activities shall not be mandatory. In the event an employee staffs such a special activity, his/her regularly scheduled work hours shall be rescheduled to include the hours of the special activity.

E. **SWING SHIFT PAY.** A seven percent (7%) swing shift differential shall be applied to all regularly scheduled work performed after 6:00 p.m.

F. When the schedule of an off-site work site differs from The Arc's usual schedule, the schedule of the work place will override provided it is legal. However, no employee will be required to work a split shift or other significant variation from the norm except by mutual agreement. The Employer will notify the Union of such variations in schedule so that it may be addressed in collective bargaining, should it occur. Nothing in this provision should be construed to mean decreasing benefits such as holidays, insurance, etc.

G. Those employees whose regular work day is more than seven and one half (7 1/2) hours shall accrue benefits such as vacation and sick leave prorated at the higher number of hours.

SECTION 12. WAGES & CLASSIFICATIONS

A. Effective December 1, 2000 each employee shall have his or her respective individual straight - time hourly wage rate then in effect frozen for twelve (12) months, provided, however, said individual wage rate in effect December 1, 2000, shall be increased one (1) time as follows.

SCOPE	10%	Implemented	12/1/2000	retroactive to 7/1/2000
Work Centers	10%	Implemented	12/1/2000	retroactive to 9/1/2000
Community Services	10%	Implemented	12/1/2000	retroactive to 7/1/2000
First Step	10%	Implemented	12/1/2000	retroactive to 7/1/2000

For said twelve (12) month period there shall be no other change in any employee's rate of pay or manner of pay except that the Employer shall change from a bi-weekly to a bi-monthly payroll. Such payroll change shall not occur prior to January 1, 2001, so that employees can make any personal arrangements for such payroll change.

****If the California Governor and State Legislature approve added funding for the Employer, then, in that event, this Agreement is automatically open in renegotiate wage rates.

The minimum hourly rates for all classifications covered by this Agreement shall be as set forth in Appendix "A" attached hereto which shall be made a part hereof. Salary increases will become effective on the first day of the pay period that the employee is eligible for the increase.

- Step 1.** The first step is the minimum rate and shall normally be the hiring rate for the classification.
- Step 2.*** Shall be the minimum after twelve (12) months of service at Step 1 except as provided below.
- Step 3.** Shall be the minimum after twelve (12) months of service at Step 2 except as provided below.
- Step 4.** Shall be the minimum rate after twelve (12) months service at Step 3 except as provided below
- Step 5.** Shall be the minimum rate after twelve (12) months service at Step 4 except as provided, below.
- Step 6.** Shall be the minimum rate after twelve (12) months service at Step 5 except as provided below.
- Step 7.** Shall be the minimum rate after twelve (12) months service at Step 6 except as provided below.
- Step 8.** Shall be the minimum rate after twelve (12) months service at Step 7 except as provided below.
- Step 9.** Shall be the minimum rate after twelve (12) months service at Step 8 except as provided below.
- Step 10.** Shall be the minimum rate after twelve (12) months service at Step 9 except as provided below.

B. A promotion is defined as movement from one classification to a higher paid classification. A promoted employee shall be placed in the step of the new class which guarantees at least the rate of pay which the employee would have received at his/her next increase, plus one additional step not to exceed the 10 th step. The intent of this provision is to insure that no employee shall suffer a loss of pay as a result of promotion.

C. At the Employer's sole discretion, an employee may receive increases above the minimum posted steps for exemplary performance.

D. An employee who is assigned to perform duties in a different classification shall receive the rate of pay of the higher classification for all hours worked in that classification effective the first (1 st) day of the assignment. In cases where the employee is assigned to a position in a higher classification, the employee shall be paid the higher rate. In cases where the employee is assigned to a position in a lower classification the employee will maintain his/her current rate of pay. Employees working in a higher classification and who are above scale shall receive a minimum increase equal to the dollar difference between the top step of the employee's classification and the step below it. Employees shall have the right to refuse work in such out of class assignment.

- E. Employees who transfer to another position at the same or lower classification shall maintain their step and annual step increase date. For employees whose classification is upgraded the effective date of upgrade will become the annual step increase date.
- F. Employees who are promoted begin a new waiting period for step increases.
- G. The Employer agrees to negotiate with the Union an appropriate salary for any new or substantially changed classification covered by this Agreement.

SECTION 13. HOLIDAYS

A. *Full time employees shall receive their usual rate of pay for the following holidays:*

- | | |
|------------------------------------|-------------------------------|
| <i>NEW YEAR'S DAY</i> | <i>THANKSGIVING DAY</i> |
| <i>MARTIN LUTHER KING, JR. DAY</i> | <i>DAY AFTER THANKSGIVING</i> |
| <i>PRESIDENT'S DAY</i> | <i>MEMORIAL DAY</i> |
| <i>CHRISTMAS DAY</i> | <i>INDEPENDENCE DAY</i> |
| <i>LABOR DAY</i> | <i>EMPLOYEE'S BIRTHDAY</i> |
| <i>*2 FLOATING HOLIDAYS</i> | |

*Employees who have successfully completed probation shall receive two (2) floating holidays to be used in the fiscal year.

Employees shall not lose their floating holidays if the Employer's operations will not permit scheduling off of floating holidays within the fiscal year. In such cases, the floating holidays may be carried over thirty (30) days into the new fiscal year.

Part-time employees shall receive pro-rated time off on holidays.

Employees who have fifteen (15) years of service or more are eligible for one (1) additional floating holiday to be taken within the fiscal year at employee's discretion with supervisory approval.

B. Except as modified below, an employee required to work on any holiday listed in Paragraph A above shall be paid for such work at two (2) times his/her rate of pay for the hours worked.

C. Full-time employees whose regularly scheduled day off falls on a holiday as set forth above shall receive either a day's pay at the straight-time rate or an in lieu day off within thirty (30) days at the employee's option. Part-time employees whose regularly scheduled day off falls on a holiday as set forth above shall receive pro-rata pay of time off as provided above based on the percentage of the full-time work week they are regularly scheduled to work.

D. Holidays falling on Sunday shall be observed the following Monday. Holidays falling on Saturday shall be observed the preceding Friday, unless the federally designated holiday differs.

E. Employees not on paid status will not receive holiday time off or holiday pay. This includes employees returning from a leave of absence on a holiday.

F. Employees working at a location which does not observe The Arc-Alameda County holidays, shall be given another holiday in lieu of the holiday on which they worked within thirty (30) days.

SECTION 14. VACATIONS

A. Full-time employees shall accrue paid vacation, calculated to the nearest month, as follows:

1) 6.25 hours per month during the first four (4) years (can accumulate no more than five (5) weeks (187.50 hours).

2) 9.375 hours per month during the fifth (5th) through ninth (9th) years (can accumulate no more than six (6) weeks (225 hours).

3) 12.5 hours per month during the tenth (10) and succeeding years (can accumulate no more than seven (7) weeks (262.50 hours).

Part-time employees shall accrue paid vacation on a pro-rata basis.

Employees may use vacation leave in segments of no less than one-half (1/2) day.

Those employees whose regular work day is more than seven and one half (7-1/2) hours shall accrue vacation prorated at the higher number of hours.

B. Vacation requests which are submitted at least one month 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.

Vacation requests which are submitted with less than one month's notice may be approved or denied at the Employer's discretion.

C. If a paid holiday, as set forth in Section 13, occurs during an employee's vacation period, that day shall not be charged as a day of vacation.

D. If a member of a Military Reserve or the National Guard is called to duty during his/her vacation, such time shall not be charged against his/her vacation balance.

E. Employees who are discharged or resign shall be entitled to payment in cash for all vacation accrued at the time of the separation. In the event the employee dies, any accrued vacation shall be included in his/her final pay check.

F. Employees shall not accrue vacation during their initial probationary period. Upon completing probation, employees will be awarded 5 days of vacation.

G. Employees who have been with the Agency for at least one (1) year and have accumulated at least ten (10) days vacation, may request an additional week of vacation pay when a vacation of at least one week is taken. For every week of vacation "buyback" received, the employee shall take at least one week of vacation.

SECTION 15. SICK LEAVE

A. 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. Employees who have accumulated seventy-five (75) hours of sick leave may use up to fifteen (15) hours per year of that leave for personal business. Employees must request such leave at least three (3) days in advance.

Those employees whose regular work day is more than seven and one-half (7-1/2) hours shall accrue sick leave prorated at the higher number of hours.

B. Sick leave with pay shall be granted in the event of sickness or disability which renders an employee unable to perform his/her 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. Probationary employees shall accrue but may not use sick leave during the first three months of employment, except in the case of industrial injury. A probationary employee may use sick leave if s/he is injured on the job.

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 s/he worked his/her regular straight-time schedule that day.

E. If an employee is absent on the day immediately before and/or immediately after a holiday occurs, such absence(s) shall be charged against sick leave without the employee presenting verification of illness.

F. When an employee is eligible to receive disability benefit payments, the employee may, at his/her option, receive his/her full disability benefit payment plus such portion of his/her accrued sick leave pay as shall aggregate to an amount equal to, but not exceeding the employee's regular rate of pay. In cases of industrial injury entitling the employee to Worker's Compensation Insurance payments, the same method of integration with accrued sick leave shall apply. 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 s/he may be entitled.

G. An employee absent for three (3) or more consecutive working days including holidays may be required to present a doctor's statement indicating illness or injury, and the approximate date of ability to resume his/her duties. If an employee becomes ill while on vacation, s/he may charge accrued sick leave for such period of illness provided the employee can show proof of illness if required to do so. To be eligible for sick leave pay the Employee must call to inform her/his supervisor on the 1st day of illness.

H. Sick leave may be accumulated.

I. An employee is required to inform his/her supervisor or supervisor's office of illness or injury at the commencement of regular working hours or as soon as reasonably possible.

J. An employee absent for three (3) or more consecutive working days may be required to present a doctor's statement indicating the nature of the illness or injury, and the approximate date of ability to resume his/her duties. Whenever possible, the employee shall inform the supervisor of his/her intended date of return.

K. There shall be no cash payment for unused sick leave upon an employee's termination, layoff, retirement or death except under the following circumstance. Full payment for all accumulated sick leave shall be paid in the event of termination due to disability.

When an employee is injured on the job (workers comp.) and needs to attend therapy to regain their pre-injury health status, the employer shall not deduct time from their sick leave balance. This shall be the case provided that the employee has returned to work and makes every attempt to schedule such appointments at the end of the work day. The Employer shall allow up to one (1) hour per occurrence.

SECTION 16. FUNERAL LEAVE

In the event of a death in the immediate family of an employee, the employee, upon request, shall be granted up to two (2) days off plus reasonable travel time with pay to attend the funeral or to attend to pre or post burial matters with proof. This means four (4) days per death. Immediate family includes : 1) spouse (includes husband, wife or domestic partner; does not include ex-husband, ex-wife or ex-domestic partner)- 2) child (includes step children or legally adopted child)- 3) parent (includes natural parents, step-parents or adopted parents)- 4) brother (includes natural brother, step-brother, adopted brother or half-brother)-, 5) sister (same type of inclusions as described for brother); 6) grandparent-, 7) parent of spouse or domestic partner. The limit of 2 day paid compassionate leave does not preclude requesting annual leave or unpaid leave or paid vacation to accompany the paid compassionate leave.

SECTION 17. JURY DUTY PAY

An employee who is call for jury duty shall be excused from work. The employee is to furnish his or her supervisor with a copy of the jury summons prior to the time such duty is scheduled. The employer will pay the employee his/her normal compensation for up to 10 days of jury duty. Employees shall receive their regular pay while on jury duty. All reimbursement for jury duty, exclusive of transportation costs or mileage payment for which reimbursement is made, shall be shown to the Employer. The amount of the jury duty pay will be deducted from the employee's paycheck. No deduction in leave time or break in "continuity of employment" will be made for such service. If jury duty is expected to last thirty (30) or more working days the employee shall request that they be dismissed, due to hardship to the agency. The Employer shall assist with any necessary documentation.

SECTION 18. LEAVE OF ABSENCE

- A. A leave of absence shall be defined as an approved absence from work without pay.
- B. All requests for a leave of absence must be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the maximum length of time off the employee desires. Any extension of a leave of absence beyond the initial period, shall require submission of an additional request and approval of the Employer.
- C. Any employee, after completion of probation, may request and shall be granted pregnancy/disability leave upon proof that a child is expected due to pregnancy and the certification of a physician that she is disabled. During such disability leave, the employee may integrate sick leave and/or vacation with SDI. The employee may request and shall be granted maternity leave not to exceed 4 months including any accrued sick leave or vacation. Sick leave may not be used beyond the time the employee is certified disabled by a physician. Paragraph 18, I is applicable for insurance coverage.
- D. Any employee, after completion of probation, shall be entitled to a leave of absence due to disability not to exceed four (4) months including any accrued vacation and sick leave. Such leave may be extended by the Employer based on consideration of the needs of the employee, the length of service and the operational needs of the Employer.
- E. Any employee, after completing probation, on active duty or reserve duty with the federal or state military agencies shall be entitled to leave of absence upon presentation of special orders requiring such absence.
- F. Leaves of absence for other reasons, such as family emergency, personal business or to provide additional time off with vacation, shall be granted to employees who have completed the probationary period where the efficiency of the Agency's operations will not be unduly impaired.
- G. An employee returning from a leave of absence shall be entitled to return to the position s/he held at the time the leave was granted if the leave was less than four (4) months.

H. Employees taking leave without pay in excess of thirty (30) calendar days will accrue no vacation or sick leave (see Section 13, Paragraph F), or service credits toward step increases for the period of said leave.

I. Insurance will remain in force, as allowed by the carrier, providing the employee pays his/her co-payment in advance, for disability leave only. For other types of leave/absence, the employee will pay the entire premium unless otherwise provided for under State or Federal law.

J. The Employer shall abide by the Family Leave Act. Employees shall be granted the maximum benefit under the State or Federal law.

SECTION 19. EDUCATIONAL LEAVE

Employees may apply to attend school during their normal work hours. The Employer's decision to allow an employee to attend school during work hours, shall be made on a case by case basis. The Employer's decision in this matter shall be final and not subject to the Grievance Procedure. Should the Employer require further education for any employee, the employee shall receive his/her normal straight time hourly rate for those hours spent attending school during the Employer's normal work day. No employee shall be required to attend school outside his/her normal work hours unless compensated with pay.

SECTION 20. USE OF PRIVATE AUTOMOBILE

Any employee who wishes to be reimbursed for mileage for use of his/her personal automobile or other vehicle in the course of his/her required or assigned duties for the Employer shall be reimbursed for such use and the Employer shall pay in full the costs of parking and toll fees subject to the following. All such expenses totaling \$20 or more in any month must be turned into the Employer within thirty (30) days. Any month in which expenses total \$20 or more which are not turned into the Employer within 30 days may, or may not, at the Employer's option be reimbursed by the Employer. Any month in which expenses total less than \$20 which are not turned into the Employer within ninety (90) days may, or may not, at the Employer's option be reimbursed by the Employer. The Employer is free to require receipts and mileage reports. The Employer shall reimburse the employee for the mileage at twenty-nine cents (\$.29) per mile. An employee who agrees to use his/her personal automobile in the course of his/her assigned duties must carry basic driver's liability insurance required by state law. For this Section "Employer" means the Executive Director and thirty (30) days means 30 days following the month in which the expense was incurred.

SECTION 21. HEALTH AND WELFARE BENEFITS

A. **Life Insurance:** The Employer shall provide term life insurance coverage for all eligible employees. The amount of such insurance shall be 100 % of the employee's annual salary as of July 1, of each year rounded up to the nearest thousand to a maximum of \$50,000. The policy shall include Accidental Death and Dismemberment coverage.

B. Health Insurance: The Employer shall provide eligible employees with the employee's choice of Kaiser Health Plan or Pacificare provided the employee pays the following co-payments. The Employer shall provide Kaiser or Pacificare Health Plan coverage provided the employee pays the co-payment.

Employee hired prior to 12/1/00

Co-Payments	Coverage	Kaiser/Employer	Pacificare/Employer	Delta/Employer	Blue Cross/Employer
\$8.00	EE / Only	\$164.81 / \$156.81	\$197.18 / \$189.18	\$40.56 / \$37.56	Rates/Premium to be
\$17.00	EE/ 1-CH	\$238.97 / \$221.97	\$361.06 / \$344.06	\$88.22 / \$84.22	determined per enrollment
\$25.00	EE/ 2-CH	\$313.13 / \$288.13	\$361.06 / \$336.06	\$102.28/ \$97.28	application
\$17.00	EE/ SP	\$395.54/ \$378.54	\$407.35/ \$390.35	\$88.22/ \$84.22	
\$25.00	Family	\$535.63/ \$510.60	\$573.99/ \$548.99	\$102.28/ \$97.28	

The above medical co-payments are the same \$8, \$17, and \$25 as in the prior labor agreement

Employee hired on or after 12/1/2000 with \$175.00 dependent coverage cap

Co-Payments	Coverage	Kaiser/Employer	Pacificare/Employer	Delta/Employer	Blue Cross/ Employer
\$8.00	EE / Only	\$164.81 / \$156.81	\$197.18 / \$189.18	\$40.56 / \$37.56	Rates/Premium to be
\$17.00	EE/ 1-CH	\$238.97 / \$221.97	\$361.06 / \$344.06	\$88.22 / \$84.22	determined per enrollment
\$25.00	EE/ 2-CH	\$313.13 / \$288.13	\$361.06 / \$336.06	\$102.28/ \$97.28	application
\$53.73 Kaiser (\$2.17 Pacificare)	EE/ SP	\$395.54/ \$378.54	\$407.35/ \$355.18	\$88.22/ \$84.22	
\$195.82 Kaiser (\$266.81 Pacificare)	Family	\$545.63 / \$339.81	\$573.99/ \$347.18	\$102.28 / \$97.28	

C. Dental Insurance: The Employer will provide dental insurance to *eligible employees through the Health Care Employees/Employer Dental Trust; Delta Dental \$50 initial one-time deductible plan provided that the employee pays the following co-payment:

Single	\$ 3.00 per month
Employee and 1 Dependent	\$ 4.00 per month
Employee and 2 or more Dependents	\$ 5.00 per month

**Eligibility begins on the first day of the seventh (7th) full month of employment.*

D. Long Term Disability: All shall be covered by long-term disability insurance.

E. Effective Date of Coverage: The Employer shall enroll eligible employees in the above mentioned medical insurance programs on the first day of the month following the date of hire. Dental enrollment will be effective the first day of the seventh (7th) full month of employment.

F. Part-time employees who work twenty (20) hours or more per week shall be entitled to pro-rated health and welfare benefits. The pro-rating shall be done based on a thirty seven and one half hour (37.5) work week.

G. **Retirement Plan** The Employer agrees to contribute to the Service Employees International Union National Industry Pension Fund, the sum of fifteen cents (\$.15) for each hour paid, excluding overtime, Effective with October 2000 hours worked the Employer shall cease contributing into the retirement plan provided for herein.

During the term of this agreement the parties shall meet to explore the implementation of a new retirement system.

SECTION 22. AFFIRMATIVE ACTION

The Employer shall take reasonable Affirmative Action with respect to the composition of its work force and shall at all times conform with the requirements of state and federal law. The Employer shall share information related to its Affirmative Action program if the Union has reasonable grounds for requesting such information.

SECTION 23. CREDIT UNION

A. Two (2) Credit Union is available to union members. Upon proper written authorization, the Employer shall deduct the amount authorized by the employee via electronic transfer or direct deposit to the Credit Union on a monthly basis.

SECTION 24. JOINT UNION MANAGEMENT COMMITTEES

During the term of this agreement the parties agree to meet to discuss ways that we may better serve our target community. The composition of the committee shall be divided between union and management staff. The committee shall meet during work hours at a time agreed to by both parties.

SECTION 25. IN SERVICE TRAINING

In the event that employees volunteer to provide in-service training, compensation, if any, shall be negotiated between employee and Employer. For the purpose of this paragraph, on-the-job training shall not be considered in-service training. Employees who are sent to training may be required to "report back".

SECTION 26. USE OF VOLUNTEERS

Volunteers may be assigned the duties of any classification covered by this Agreement. However, it is not the intent of the Employer to replace employees or lessen their regular hours of work through the use of volunteers. Volunteers shall be used only to perform task-limited and/or time-limited supplemental services.

SECTION 27. USE OF HOURLY/LIMITED TERM EMPLOYEES

A. The Union and the Employer agree that employees who meet the definition of Hourly or Limited Term employees are not appropriate members of the bargaining unit. The definitions of these employees are: Hourly employees shall be employees who replace a regular full time or part-time employee on a day by day basis who is absent for an undetermined short term absence. Limited Term employees shall be used to replace a regular employee for vacation, prearranged sick leave or defined leave of absence.

B. If an hourly employee serves as a substitute for thirty (30) working days in an authorized vacancy, s/he shall be paid at the entry level for that position beginning the 31 st. day. In the event that an hourly/limited term employee is hired into a regular full time or part time position, the time worked immediately preceding their hiring, beginning with the 31 st day, shall be his/her seniority date.

C. In no event shall an hourly/limited term employee fill a vacant bargaining unit position except to fill that position while the Agency is engaged in the recruitment process to fill said vacant position. The Employer shall not unduly delay filling vacant positions.

SECTION 28. HEALTH & SAFETY

The Employer shall make every reasonable provision for the health and safety of employees. One member of the Union shall sit on the Employer's Health and Safety Committee.

SECTION 29. DRESS CODE

The parties agree that certain clothing is inappropriate for the work place. The following guidelines have been adopted to help both union and management employees in determining appropriate dress for the work place.

NO EMPLOYEES SHALL WEAR

Mini-Skirts, "Daisy Dukes", Spandex or other short shorts (walking shorts acceptable)

Tank-Tops or Spaghetti Straps

Visible derogatory statement whether in clothing, apparel or tatoos.

"see-through" clothing including tops that expose the mid-section

Open shoes such as sandals (shoes must be completely closed)

Loose clothing/jewelry that could get caught in wheel chairs, machinery or that can be grabbed

Employees who report to work inappropriately dressed shall be sent home to change. The time away from the job shall be on unpaid status.

SECTION 30. NO STRIKE, NO LOCKOUT

During the term of this Agreement, the Union shall not strike the Employer's facilities and the Employer shall not lockout 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 31. MANAGEMENT RIGHTS

The direction of The Arc-Alameda County employees, including, but not limited to the establishment of working conditions, the right to direct the work force, 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 establish and change work schedules and assignments, to layoff employees for lack of work, to expand or diminish services, to subcontract or transfer any work or operation, 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 covered or provided for in this Agreement.

SECTION 32. SEPARABILITY CLAUSE

In the event that any of the provisions of this Agreement shall be held to be in violation of any state or federal law or regulation, such determination shall not in any way affect the remaining provisions of this Agreement. The parties shall re-negotiate any section determined invalid within thirty (30) days.

SECTION 33. JOB DESCRIPTIONS

The Employer shall maintain job descriptions which set forth as accurately as possible the responsibilities and activities to be performed by employees during the normal course of their work. Any additional duties and responsibilities not explicitly specified in the job description, shall be reasonably related to the job description. At the time an employee begins work or is assigned to a new position, s/he shall be provided with a job description outlining the duties and assignments of that position as an aid to understanding the requirements of the new job.

SECTION 34. CONFLICT OF INTEREST

Employees will report to management outside jobs that may result in a conflict of interest with The Arc-Alameda County's mission.

SECTION 35. SOCIAL CONTACT POLICY

Social contact is defined as those circumstances outside of program when the employee takes responsibility for the client/worker.

A. Within the first three (3) days of employment, the Director of the Program or his/her designee will spend no less than 10 minutes specifically explaining to new employees the Employer's concerns regarding potential lawsuits arising from contact with clients outside working hours and professional conduct and responsibility in relation to clients.

The Director or his/her designee, will explain the necessity for employees to make clear to clients (or, if more appropriate, the clients' families or legal guardians), that social contacts with clients outside working hours are the employee's responsibility and The Arc-Alameda County neither sponsors, nor is responsible for such contacts.

B. The Director or his/her designee will have any new Bargaining Unit employee read the this Section of the contract in his/her presence.

C. Both the Director or his/her designee and the new employee will sign a statement confirming that Sections A and B of this Article have been complied with.

D. Social contact with clients outside working hours. It is the absolute responsibility of each employee if s/he chooses to have social contact with clients outside working hours to make clear to the client (or, if more appropriate, the client's family or legal guardian) that such contacts are not under the auspices of The Arc-Alameda County and that The Arc-Alameda County has no responsibility for the clients and/or the employee outside workings hours. Failure to comply, may result in discipline.

Employees will obtain a disclaimer from each client (or family, or guardian), when there is social contact. These disclaimers will be filed in the confidential section of the employees' personnel files and the employee shall obtain a copy for themselves.

E. **Exception to Social Contact Policy:**

1. Employees may attend funerals of clients, without complying with the Social Contact Policy. However, if they take clients with them after work hours, it does constitute social contact.

2. Chance encounters with clients in public places, (i.e., grocery stores, movies, ball games, parks, etc.), do not fall under this policy, so long as the employee and client engage only in the normally required pleasantries and continue about their business.

3. No employee shall be disciplined in any manner whatsoever, if the Director or his/her designee have failed to meet the contractual requirements spelled out in Sections A, B, and C of this Section.

SECTION 36. BARGAINING OBLIGATION

It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counterproposals with respect to any matter subject to bargaining, and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

SECTION 37. TERM OF AGREEMENT

This Agreement shall be effective-March 1, 2000 and shall remain in full force and effect through December 1, 2001 and shall continue in effect from year-to-year unless either party serves notice upon the other to amend terminate the Agreement. Such notice shall be given at least sixty (60) days prior to the last day of November 2000

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement on the below dates:

For The Union

SEIU Local 535

For The Employer

The Arc-Alameda County

Name

Date

Name

Date

Mick Lopez 12/4/00

Paul Hill 1/3/2001
Richard Lawrence 1/3/01

THE ARC-ALAMEDA COUNTY
BARGAINING UNIT EMPLOYEES
SALARY SCHEDULE
Effective 12/01/00

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
1-RATE	\$7.58	NOT CURRENTLY USED									
DUES	\$17.19										
2-RATE	\$7.81	NOT CURRENTLY USED									
DUES	\$17.77										
3-RATE	\$8.07	\$8.30	\$8.55	\$8.80	\$9.05	\$9.32	\$9.59	\$9.88	\$10.16	\$10.47	
DUES	\$18.34	\$18.89	\$19.44	\$20.06	\$20.64	\$21.24	\$21.86	\$22.47	\$23.12	\$23.82	
4-RATE	\$8.35	NOT CURRENTLY USED									
DUES	\$19.00										
5-RATE	\$8.57	NOT CURRENTLY USED									
DUES	\$19.50										
6-RATE	\$8.93	\$9.20	\$9.48	\$9.76	\$10.08	\$10.40	\$10.71	\$11.06	\$11.40	\$11.75	
DUES	\$20.30	\$20.92	\$21.57	\$22.27	\$22.92	\$23.65	\$24.37	\$25.15	\$25.93	\$26.73	
7-RATE	\$9.23	\$9.50	\$9.78	\$10.08	\$10.36	\$10.67	\$10.99	\$11.31	\$11.65	\$11.99	
DUES	\$21.00	\$21.67	\$22.30	\$22.98	\$23.62	\$24.27	\$25.06	\$25.79	\$26.56	\$27.27	
8-RATE	\$9.54	NOT CURRENTLY USED									
DUES	\$21.71										
9-RATE	\$9.85	NOT CURRENTLY USED									
DUES	\$22.41										
10-RATE	\$10.15	\$10.43	\$10.71	\$11.01	\$11.31	\$11.63	\$11.95	\$12.28	\$12.61	\$12.96	
DUES	\$23.10	\$23.78	\$24.42	\$25.10	\$25.79	\$26.52	\$27.17	\$28.00	\$28.75	\$29.50	
11-RATE	\$11.00	\$11.33	\$11.67	\$12.02	\$12.39	\$12.76	\$13.15	\$13.54	\$13.95	\$14.37	
DUES	\$25.03	\$25.78	\$26.61	\$27.41	\$28.25	\$29.09	\$29.98	\$30.87	\$31.81	\$32.76	
12-RATE	\$12.10	\$12.46	\$12.84	\$13.22	\$13.62	\$14.03	\$14.44	\$14.87	\$15.32	\$15.79	
DUES	\$27.53	\$28.35	\$29.29	\$30.14	\$30.98	\$31.99	\$32.92	\$33.90	\$34.93	\$36.00	

NOTE: EMPLOYEES WORKING LESS THAN 35 HOURS PER WEEK WILL HAVE PRO-RATED DUES

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