

Agreement Between

LOCAL 1021

INSTITUTE ON AGING

and the

LOCAL 1021

**SERVICE EMPLOYEES INTERNATIONAL
UNION, CTW**

Stronger Together

October 1, 2016 – September 30, 2018

KNOW YOUR RIGHTS



The U.S. Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview that may lead to disciplinary action. This is called your **Weingarten Right**.

1. You must request that a Union representative be called into the meeting.
2. You must have a reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting, and a right to consult with your Union representative prior to the meeting to get advice.
4. Do not refuse to attend a meeting if a Union representative is requested and management denies the request. We suggest that you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, we suggest that you not answer any questions and take careful notes about what is said.

Read this statement to management:

“If this discussion could in any way lead to my being disciplined, I request that my Union representative, officer or steward be present at the meeting. Without representation, I choose not to answer any questions. This is my Weingarten right.”

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TABLE OF CONTENTS

SECTION 1.	UNION RECOGNITION.....	1
SECTION 2.	UNION MEMBERSHIP.....	1
SECTION 3.	MANAGEMENT RIGHTS.....	2
SECTION 4.	LABOR-MANAGEMENT RELATIONS.....	3
SECTION 5.	SALARIES.....	4
SECTION 6.	TRAVEL REIMBURSEMENT.....	5
SECTION 7.	ALTERNATIVE WORK ARRANGEMENTS.....	5
SECTION 8.	PROFESSIONAL DEVELOPMENT.....	7
SECTION 9.	PART-TIME WORK.....	8
SECTION 10.	TEMPORARY EMPLOYEES.....	8
SECTION 11.	HOLIDAYS.....	9
SECTION 12.	VACATIONS.....	9
SECTION 13.	SICK LEAVE.....	10
SECTION 14.	GROUP INSURANCE PLANS.....	12
SECTION 15.	RETIREMENT PLAN.....	15
SECTION 16.	LEAVES OF ABSENCE.....	16
SECTION 17.	SAFETY.....	18
SECTION 18.	INTRODUCTORY PERIOD, DISCIPLINE AND DISCHARGE.....	19
SECTION 19.	PERSONNEL FILES.....	19
SECTION 20.	GRIEVANCE PROCEDURE.....	20
SECTION 21.	PREMIUM CONDITIONS.....	24
SECTION 22.	REDUCTIONS IN FORCE OR HOURS.....	25
SECTION 23.	STRIKES AND LOCKOUT.....	26
SECTION 24.	JOB POSTING AND NOTICE TO UNION.....	26
SECTION 25.	SUBCONTRACTING.....	26
SECTION 26.	CHANGE IN OWNERSHIP.....	27
SECTION 27.	SAVINGS CLAUSE.....	27
SECTION 28.	TERM OF AGREEMENT.....	27
APPENDIX A	SEIU Local 1021 Salary Scales.....	28
APPENDIX B	PRINCIPLES APPLICABLE TO HIRING AND ADVANCEMENT OF CARE MANAGERS.....	29

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This Agreement is entered into this first day of October, 2016 between Institute on Aging (hereinafter called the Employer) and Service Employees International Union Local 1021 (hereinafter called the Union).

SECTION 1. UNION RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agency for employees covered by this Agreement. This Agreement applies to all employees in the classifications listed in the salary schedule attached hereto and made part of this Agreement. Supervisors, as defined in Section 2(2) of the Labor-Management Relations Act, 1947, as amended, are excluded from the terms and coverage of this Agreement.

SECTION 2. UNION MEMBERSHIP

A. UNION SHOP

All current Employees of Institute On Aging (the Employer) who are subject to this Agreement, and who are employed by the Employer on the effective date of this Agreement shall be required as a condition of employment to become members in the Union in good standing within thirty (30) days of the effective date of this Agreement and to remain members in good standing during the course of their employment. All such applications shall be accepted by the Union.

B. DUES CHECKOFF

All Employees of the Employer who are subject to this Agreement and who are hired after the effective date of this Agreement shall, not later than the thirtieth (30th) day following commencement of employment, become members of the Union in good standing and shall remain members in good standing during the course of their employment. Members in good standing shall be defined as employed members of the Union who tender periodic dues uniformly required by the Union as a condition of acquiring or retaining membership.

C. Dues Deduction:

The Employer will honor written assignments of wages to the Union for the payment of the Union's periodic dues when such assignments are submitted in a form agreed to by the Employer and the Union. The Employer will promptly remit periodic dues deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made. Normally, the deduction will be made on the first pay period of each month for the then current Union periodic dues. However, the Union and the Employer may make other arrangements by mutual consent. The Union will hold harmless the Employer against any claim which may be made by any person by reason of the deduction of Union membership fees, including the cost of defending against any such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this paragraph.

D. Hold Harmless

The Union shall indemnify and save the Employer harmless from any and all claims, suits or other actions arising from this Section or complying with any request for termination of employment under this Section.

E. NOTIFICATION

At the time a new employee is hired, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees subject to this agreement. The Employer shall deliver to the Union the names and addresses of all new employees covered by this Agreement. This shall be done by the 10th day of each month with respect to new employees hired during the previous month.

F. COPE CHECK OFF

The Employer agrees to deduct and transmit to the treasurer of Local 1021 Political Action Committee the amount specified from the wages of those Employees who voluntarily authorize such contributions on the forms provided for that purpose by the Local 1021 Political Action Committee. These transmittals shall occur monthly, and be due by the fifteenth (15th) of the month for the previous month and shall be accompanied by a list of the names of those Employees for whom such deductions have been made and the amount deducted for each such Employee. Any Employee who authorizes such deduction and subsequently wishes to change the amount of the deduction or revoke the authorization may do so by informing the Employer in writing.

G. ORIENTATION

New members of the bargaining Unit shall receive a “New employee orientation” at the beginning of their employment with IOA. During the orientation the new employee shall be provided with all information necessary to enroll in Employer provided Benefit and Retirement Plans. The Union shall provide a packet of information to be provided to newly hired members of the Bargaining Unit, as well as the names and contact information of any Union Shop Stewards and the Union Field Representative. The Union shall be notified of all such orientations and provided an opportunity to meet with the “new hires” at the end of the Employers presentation.

SECTION 3. MANAGEMENT RIGHTS

It is the duty and it is the right of the Employer to manage its operations and direction of employees. This includes, but is not limited to, the right to hire, transfer, promote, reclassify, layoff and discharge employees, reduce hours, set employee shift schedules, disciplinary standards, and evaluate employee work performance. In addition, all of the rights, powers, authority and prerogatives which the Employer has traditionally exercised, are expressly reserved to the Employer. The choice, control and direction of all supervisory and

management staff shall be vested solely and exclusively in the Employer. The foregoing statements of the rights of management and of the Employer functions are not all inclusive and shall not be construed in any way to exclude other Employer functions not specifically enumerated, except when such rights are specifically abridged or modified by this Agreement.

In the event of any conflict between a provision of this Agreement and a written policy or procedure stated in the Employer's Employee Handbook, the provision of this Agreement shall prevail.

SECTION 4. LABOR-MANAGEMENT RELATIONS

A. UNION ACTIVITY.

The Employer agrees not to discriminate against any employee because of membership in the Union or because of activities on behalf of the Union. Union activities shall not interfere with the normal operation of the Institute on Aging.

B. NON DISCRIMINATION.

Neither the Employer nor the Union shall discriminate for or against any employee because of race, color, age, religion or creed, gender or sex, sexual orientation, gender identity or expression, veteran status, marital status, citizenship, mental or physical disability or condition, income source, or housing status or any other characteristic protected by State or Federal law.

C. BULLETIN BOARDS.

The Employer shall furnish the Union space on one (1) bulletin board or a mutual agreed designated space for official notices of the Union, such as meetings, Union business, etc. Reasonable discretion shall be employed in the content of such notices. Such bulletin boards or mutually agreed upon spaces shall be provided at all IOA locations for employees covered under this agreement.

D. SHOP STEWARD.

(1) The Union shall notify the Employer of the name of the designated shop steward(s). The shop steward (s) shall deal with the representative of the Employer designated to handle union relations including grievances.

(2) The primary function of the shop steward shall be to present grievances as defined in this Agreement to the designated Employer representative at the first and second steps of the grievance procedure as set forth in this Agreement.

(3) The shop steward shall perform his/her functions outside of his/her working hours on his/her own time.

(4) The shop steward shall not give directions to any employee, shall not advise or recommend non-compliance with the order of any supervisor, but shall instead advise the employee of his/her rights under the grievance procedure.

C. LABOR- MANAGEMENT COMMITTEE

The purpose of this Committee will be the improvement of communication and mutual understanding of the parties to this Agreement on issues of joint interest including but not limited to Agency Operations, Financial Status, Employee Safety and other mutually agreed upon topics. The yearly schedule for these Labor Management meetings will be set by mutual agreement and/or upon the request by either party.

The Committee shall be composed of representatives selected by the Union and representatives selected by the Employer. The time and place of such meeting shall be set by mutual agreement of the parties. Proper notice shall consist of a request to meet, a suggested time and place, and a proposed agenda for the meeting. The Committee's findings, if any, shall be advisory on the parties.

SECTION 5. SALARIES

A. MINIMUM SALARIES.

Minimum salaries shall be paid in accordance with the salary schedule Appendix A attached hereto and made part of this Agreement. All employees shall receive an increase of 2.75% effective November 1, 2016. All employees shall receive an increase of 2.0% effective March 1, 2017. All employees shall receive an increase of 3% effective November 1, 2017.

B. PAYMENT OF SALARIES.

All salaries shall be paid on a bi-weekly basis. This salary payment is for salary earned during the two week period immediately prior to the pay period. The Bi Weekly Payroll Schedule for the year is posted on the agency intranet site. Any change in this provision requires written notification at least two (2) pay periods prior to the effective date of the implementation of the change in procedure.

C. BILINGUAL PREMIUM.

Employees required to use a second language, including ASL for the deaf, in the performance of their duties for the employer shall be compensated at four percent (4%) over and above their regular hourly rate for the duration of such assignment. It is agreed that employees who have the skill and who receive this premium will be reasonably available to co-workers to assist in translating orally or in writing for their clients. It is also agreed that employees who have the skill and who receive this premium can be assigned to translate program materials. If this translating assignment is a major project, additional compensation and/or a workload adjustment may be determined by the employee and their manager.

D. SALARY STEP INCREASES.

After hiring, the employee is increased to the next step in the range for their classification upon the anniversary of their date of hire until the Step maximum of the range is reached. A two percent (2%) Step interval in each range will be maintained for the term of this Agreement.

SECTION 6. TRAVEL REIMBURSEMENT

If employees are required to visit clients in their homes and the employee is required to use their own automobile, mileage shall be reimbursed at the current IRS mileage rate commencing the first of the month following any IRS announcement changing the mileage reimbursement rate.

IOA also will reimburse authorized employees who are required to use public transportation in providing services to IOA clients or who are on other approved business. Reimbursement for required travel using public transportation will be at the actual transportation cost and must have the pre-approval of the employee's supervisor. Approved public transportation costs includes Bus Passes and BART Clipper cards.

SECTION 7. ALTERNATIVE WORK ARRANGEMENTS

- A.** Alternative Work Arrangements provide IOA employees who have completed their Introductory Period with the ability to work alternative hours and/or from an alternative work location instead of IOA primary office location.
- B.** For purposes of this provision, "Alternative Work Arrangements" can be any of the following:
1. "Alternative Work Schedules" refers to work arrangements that are variations from the standard workweek including Administrative Days.
 2. "Flextime" or "Flex Schedules" refers to fluctuating starting and ending times during the workday.
 3. "Compressed Workweeks" refers to working the equivalent of a full-time week in fewer than five days. For example, a 9/80 work schedule which would mean working 8 nine hour work days and one eight hour work day during an 80-hour pay period with one day designated as a day off or 4/40 which would mean working 10 hours a day during a 40-hour work week.
 4. "Alternative Work Sites" refers to working from home or other IOA contracted locations.

C. PROFESSIONAL HOURS.

The Employer and the Union agree that all work assignments are of a professional nature. As exempt professional employees such work assignments require varying amounts of time and schedules depending upon the individual circumstances of each case or situation. It is recognized that employees may need to schedule work hours in accordance with the specific needs of IOA clients. In such situations, the employee may adjust his or her daily or weekly work schedule on a temporary basis with timely notice to their supervisor.

D. Qualifications.

Having satisfactorily completed the Introductory Period of employment with IOA, an employee under the provisions of this Agreement shall be eligible to participate in Alternative Work Arrangements. All Care Managers and Nurse Care Managers covered by this Agreement who have "Professional Hours" shall be allowed to have Alternative Work Arrangements provided they have a written mutual agreement with their supervisor, manage their workload and maintain communication with their office and clients. Employees shall be required to attend meetings and trainings as designated by their Supervisor.

E. Administration.

The Alternative Work Arrangement shall be for a specified time period not to exceed one year. Approval can be given for an additional predefined period not to exceed a year. The approved Alternative Work Arrangement can be terminated based on the needs of the program. The Employee and Supervisor will meet to consider options before the decision to terminate the existing Alternative Work Arrangement is implemented for program needs or other reasons. Any new agreement between the Employee and Supervisor will be in accordance with this Section.

F. Existing Alternative Work Schedules.

Alternative Work Schedules which were approved and in place prior to the term of this Agreement will be exempted from the provisions described in this Section and will continue to be administered under the agreement between the supervisor and the employee until such time as both parties agree to change the agreement. Any new agreement between the employee and supervisor will be in accordance with the provisions described in this Section.

G. Weekend Work.

If an employee is scheduled to work on a Saturday and/or a Sunday, the employee will be allowed time off during the week equal to the amount of time worked on the weekend. This time off will be scheduled at a time mutually agreeable between the supervisor and the employee or no later than 90 days after the time worked.

H. Physical Standards.

The Employer will use its best efforts to see that employees shall continue to enjoy those physical perquisites currently provided. However, future programmatic and operational changes may cause an employee to work in a different physical accommodation than currently provided. If Employees are required to move to work accommodations which may reasonably be considered to be less convenient, less spacious or less well-appointed, they will receive prior notice. There will be a meeting with the employee(s) to discuss the reasons and requirements for the move.

SECTION 8 PROFESSIONAL DEVELOPMENT

A. GENERAL SUPPORT

IOA supports professional development efforts by employees covered by this Agreement. With prior discussion and agreement of the supervisor, IOA will reimburse the costs of a conference, workshop, institute, or class for an employee. The employee must provide a written description of the conference, workshop, class and its cost. Also, the employee must provide documentation of actual course attendance in order to receive reimbursement.

Supervisor approval will depend on (a) on staffing and operational needs at the time of the request; (b) the applicability of the proposed development experience to the employee's current position or future professional development at IOA.

B. LICENSURE

IOA will continue to be supportive of the efforts of employees covered by this Agreement who wish to obtain licensure as an LCSW or an LMFT although the position of social worker in this organization does not require a license. Support will include:

- (i) Supervision by an LCSW, LMFT or Licensed Psychologist of the clinical hours the social worker must acquire in order to apply for the LCSW or LMFT license. If IOA does not have adequate internal staff to provide supervision after 30 days, IOA will seek to provide and/or pay for external supervision of clinical hours.
- (ii) Payment for courses which the supervisor determines to be job related and fit within the department budget for training while taking into consideration the needs of other staff in the department as a whole, as well as the particular needs of the employee.
- (iii) Employees who are registered at their time of hire or who become registered will be eligible for supervision of clinical hours not later than 30 days after hire or registration.
- (iv) Supervisors within IOA and contracted Supervisors of IOA will establish a written Supervisory Agreement with the employee being supervised. This written Agreement will follow the guidance provided by BBS regarding certification of clinical hours and will include how psychotherapy hours will be certified by the Supervisor. Supervisors will utilize their professional assessment and judgement to determine the number or portion of hours in the caseload of an employee seeking clinical hour supervision. If the Employee being supervised cannot reach a satisfactory Agreement with the Supervisor providing clinical supervision, the Employee and the Supervisor will notify the immediate program supervisor/manager of the Employee. The immediate program Supervisor/ Manager will actively engage in seeking alternatives that could include providing Supervision from elsewhere within IOA or Supervision contracted by IOA.

C. PAID EDUCATIONAL DAYS/HOURS.

IOA shall provide 5 (five) paid educational days/ (40 hours) per contract year for each employee who attends an approved course, institute, workshop or class including courses taken online from home. The employee must receive Supervisor pre approval for use of Paid Educational Days/Hours. The employee will submit verification of program completion or attendance for each Paid Educational Day program or activity. Paid Educational time may be used in hourly increments.

SECTION 9. PART-TIME WORK

The Employer recognizes that to maintain the highest level of professional performance and to aid in the retention of staff of demonstrated excellence, part time employment is necessary and may be desirable in other cases. With the operating needs of the department in mind, the Employer, at its sole discretion, may grant such part-time employment at the request of the employees.

Employees hired before 10/1/13 and who work on a schedule of less than twenty (20) hours per week shall not receive any fringe benefits provided in this Agreement, but shall receive a differential of nineteen percent (19%) above the salary rate for their classification in lieu of fringe benefits. Employees hired after 10/1/13 and who work on a schedule of less than thirty (30) hours per week shall not receive any fringe benefits provided in this Agreement, but shall receive a differential of seventeen percent (17%) above the salary rate for their classification in lieu of fringe benefits.

SECTION 10. TEMPORARY EMPLOYEES

A temporary employee is one who is hired either part-time or full-time on a pre-determined work schedule to work for a limited period which shall not extend beyond ninety (90) calendar days.

The ninety (90) calendar days may be extended by mutual agreement of the Employer and the Union, and the Union's agreement to such extension will not be unreasonably denied. In the event a temporary employee becomes a regular employee (i.e., eligible for benefits), the qualifying date for pay raises starts with his/her most recent date of continuous employment, and the qualifying date for fringe benefit eligibility and accrual is the date of reclassification to regular status. A temporary employee shall not be terminated solely to prevent his/her advancement to regular status when the temporary job continues in effect or for the sole purpose of keeping a regular job constantly staffed by temporary employees.

Temporary employees shall receive a differential above the salary rate for their classification in lieu of fringe benefits equal to the differential for part-time work as described in this Agreement.

SECTION 11. HOLIDAYS

A. HOLIDAYS DEFINED.

The following days shall be recognized as holidays: New Year's Day, Reverend Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

B. FLOATING HOLIDAY.

One Floating Holiday will be granted to employees. This Floating Holiday will not be carried over from calendar year to calendar year. In the event another union bargaining unit, manager, group of managers, or any other unrepresented employee(s) are granted additional floating holidays, employees covered by this Agreement shall also be awarded the equivalent number of floating holidays.

SECTION 12. VACATIONS

A. ACCRUAL RATES.

- 3 weeks (15 days) of vacation accrual from date of hire until completion of 4 years.
- 4 weeks (20 days) of vacation accrual beginning on the 5th Anniversary Date of Hire until completion of 9 years.
- 5 weeks (25 days) of vacation accrual beginning on the 10th Anniversary Date of Hire after completion of 9 years.

Vacation accrual is limited to a maximum amount of two hundred and forty (240) hours.

B. ADVANCE VACATION REQUEST

IOA will, based on operational needs, call for employees to submit preferred vacation dates for designated vacation periods, such as the year-end Holiday period. Staffing for these designated periods will be resolved in favor of the most senior employee should a conflict in schedules arise between employees.

C. CASELOAD COVERAGE DURING VACATIONS.

The Employer is responsible for coverage during an employee's vacation. Ensuring that tasks that must be done on a caseload while an employee is on a vacation five (5) consecutive working days or longer in length are performed. Such tasks may include home visits, telephone calls, client reviews, and MediCal redeterminations. Employees shall inform their supervisor of these tasks in writing at least three working days before going on vacation and develop an agreed-upon written coverage plan with their supervisor. The supervisor will make the final determination as to what tasks must be done. Employees who are unable to reach a written agreement with their Supervisor shall have the option of appealing to their Program Director for resolution.

The parties agree that the intent of Vacation Leave is to provide the employee a relief from their work duties. It is not the intention to require employees to “work faster/longer/more” before or after vacation, but to continue to work at a normal rate, before and after their vacation.

D. VACATION FOR PART TIME EMPLOYEES.

Part-time employees on a schedule of twenty (20) hours or more per week shall accrue vacation on a pro rata basis.

SECTION 13. SICK LEAVE

A. SICK LEAVE ACCRUAL

Each Full-Time Employee shall accumulate eight (8) hours sick leave with pay for each calendar month of employment.

Unused sick leave shall accumulate up to a maximum of two hundred forty (240) hours. Once an employee reaches the Sick Leave maximum, no further accrual of sick leave will occur until the employee’s sick leave balance is reduced below the 240 Sick Leave maximum.

B. SICK LEAVE ELIGIBILITY

Upon date of hire, all employees begin to accrue sick leave. Employees under this Agreement may use paid sick leave as it accrues.

C. USES OF SICK LEAVE

Sick leave may be used for the employee’s own illness or injury or for the purposes of receiving medical care, treatment or diagnosis or preventative care, or if the employee is a victim of domestic violence, sexual assault or stalking and need to take time off for medical or other reasons related to your health, safety and welfare and/or that of your children. Employees also may use sick leave to provide care or assistance to a family member, when the family member is ill, injured or receiving medical care, treatment or diagnosis or preventative care. For purposes of this policy, family member includes your child (biological, adopted, foster, step, legal ward), parent (biological, adoptive, foster, step or legal guardian or of your spouse or domestic partner), sibling, grandparent, grandchild, spouse, domestic partner, child of a domestic partner, or a person who stood in loco parentis when you were a minor or to whom you stand in loco parentis.

San Francisco Employees covered under this Agreement: If you do not have a spouse or registered domestic partner, you may designate one person for whom you may use paid sick leave as described above. Employees have the option to make a designation upon hire and annually thereafter.

D. VERIFICATION OF ILLNESS.

The employer may require reasonable proof of illness sufficient to justify the employee's absence from work for the period claimed. When reasonable proof is required in the form of a health provider certificate, the following rules shall govern: the Employer may require the employee to submit a health provider certificate as proof of illness when the employee's absence from work is for a period of three (3) or more consecutive work days. The Employer may not require the employee to submit a health provider certificate as proof of illness when the employee's absence from work is for a period of less than three (3) consecutive work days. However, the Employer may require the employee to submit a health provider certificate as proof of illness, if the employee's record demonstrates a pattern of sick leave usage. A pattern of sick leave usage for purposes of this paragraph means that the employee has utilized sick leave on three (3) or more separate occasions during the six (6) month period immediately prior to the current usage of sick leave. In all cases, the Employer may require the employee to submit a health provider certificate as proof of illness during an employee's first year of employment.

D. SICK LEAVE ON A HOLIDAY

If an employee is absent on paid sick leave and a holiday occurs during such absence, the employee shall receive the holiday pay and the day shall not be charged against the sick leave hours of the employee.

E. SICK LEAVE WHILE ON VACATION

An employee becoming sick or injured while on vacation is eligible to utilize unused sick leave provided the employee provides proof of illness or injury.

F. EXHAUSTION OF SICK LEAVE

When the accumulated sick leave of the employee has been exhausted, the employee may request to use vacation hours to cover the sick leave deficit. Such requests must be submitted to the supervisor for approval in the ADP Timekeeping system.

G. INTEGRATION WITH SDI and WORKER'S COMPENSATION

The payment of sick leave shall not affect or limit an employee's right to the full weekly disability benefits to which he or she may be entitled under the California Unemployment Compensation Act. In cases where an employee is eligible to receive disability benefit payments, the employee shall receive his/her full disability benefit payment plus such portion of his/her earned sick leave pay that shall aggregate to an amount equal to but not exceeding the employee's regular rate of pay. In cases of industrial injury entitling an employee to Workers' Compensation Insurance payments, the same method of integration with sick leave shall apply.

H. EXTENDED SICK LEAVE BANK

1. Effective January 1, 2015, a one-time transfer of all unused sick leave exceeding two hundred forty (240) hours will be placed in an Extended Sick Leave (ESL) Bank.
2. Employees may use ESL hours for any sick leave exceeding seven days (7) days.
3. Sick leave hours earned and unused or Extended Sick Leave hours are not payable to an employee upon termination from IOA.

I. RESTORATION OF SICK LEAVE AFTER LAYOFF

1. Employees working 20 hours a week or more who are laid off shall have their accrued sick leave balance restored if they are returned to a work schedule of 20 hours a week or more within fifteen (15) months of commencing the layoff.
2. Employees working 20 hours a week or more who are involuntarily reduced to a work schedule of less than 20 hours a week shall have their accrued sick leave balance restored if they are returned to a work schedule of 20 hours a week or more within two (2) years of the commencement of the reduction in hours.
3. Employees working 20 hours a week or more who voluntarily request a work schedule of less than 20 hours a week have no right to have their sick leave balance restored, if at any time they are returned to a work schedule of 20 hours a week or more.

J. SICK LEAVE FOR PART TIME EMPLOYEES.

All employees who are designated as less than a FTE shall accrue sick leave on a pro rata basis.

SECTION 14. GROUP INSURANCE PLANS

A. THE PROGRAM

For Employees hired before October 1, 2013, the Employer will offer health, dental, vision and other employee benefits to employees working a regular schedule of twenty (20) hours per week or more. For new employees hired after October 1, 2013, the Employer will offer health, dental, vision and other employee benefits to employees working a regular schedule of thirty (30) hours per week or more. Employees meeting this threshold are referred to in this Section as "regular" employees. The Employer will continue to evaluate the group benefits coverage provided on an annual basis under this Section during the term of the Agreement. During the term of the Agreement Medical Plan market changes may occur requiring that Medical Plan offerings to be changed. If such Medical Plan market changes occur, IOA will meet and discuss the Medical Plan options with the Union as soon as these options are defined and available. If the same benefits can be provided at lower cost to the Employer, the Employer will meet and discuss potential benefit change options with the Union. The parties may change benefit carriers or plans by mutual agreement. If the parties are unable to agree,

they will submit the matter to the Step IV Mediation process as described in the appropriate Section of this Agreement.

B. COVERAGE

Coverage under the IOA Group Insurance plans shall be limited to regular employees. This coverage will be effective on the first day of the first full month following employment in regular status. There shall be an annual open enrollment period for the Benefit Enrollment Year during which employees will choose one of the Medical Plans offered by IOA. If the employee fails to make a Benefit elections, the Benefits elections will be by IOA on behalf of the employee.

C. MEDICAL PLAN

Employees have the option to waive Medical Plan Benefits coverage and to be compensated one dollar (\$1.00) for each regular work hour up to a maximum of Two Thousand Eighty Dollars (\$2,080.00).

Employees subject to this Agreement will pay the same Employer/Employee Medical Plan premium cost share that is applicable to other IOA employees enrolled the same Medical Plan. Effective January 1, 2017, Health Plan Premiums will be shared on a 90/10 cost basis with IOA paying 90% and Employees paying 10% of the Health Plan premium costs. The parties may change the premium cost share during the term of this agreement by mutual agreement. If the parties are unable to agree, they will submit the matter to the Step IV Mediation process as described in the appropriate Section of this Agreement.

Employees can purchase Group Insurance coverage (Medical, Dental and Vision) for their spouse, children or family at an IOA Group rate.

There shall be an annual open enrollment period in the Benefit Enrollment Year during which employees will choose one of the Health Plans offered by IOA. If the employee fails to make a selection, the employee shall be covered by the Health Plan selected by IOA.

IOA shall meet and confer with the Union, if other Medical plans options become available through the California Benefits Health Exchange (Covered California).

D. VISION PLAN.

Vision coverage is available. The employer shall pay the full cost of vision coverage for regular employees. Regular employees may purchase coverage for spouse/partner and/or children at the group rate. If the same benefits can be provided at a lower cost to the Employer, the Employer will meet and discuss the potential benefit change options with the Union. Changes resulting from these discussions can only be made by mutual agreement between the Union and the Employer.

E. DENTAL PLAN.

The Employer shall pay the premium for a dental plan for each regular employee. Regular employees may purchase coverage for spouse/partner and/or children at the group rate. If the same benefits can be provided at a lower cost to the Employer, the Employer will meet and discuss the potential benefit change options with the Union. Changes resulting from these discussions can only be made by mutual agreement between the Union and the Employer.

F. LIMITATION ON BENEFITS AND COVERAGE.

Any benefits and coverage under this Section IX are subject to the terms, conditions, provisions and limitations of the plan or carrier used to provide the benefits as such terms, conditions, provisions and limitations are presently in effect or as they may be modified subsequently by the carrier.

G. UNEMPLOYMENT AND DISABILITY COVERAGE.

The Employer will cause employees to be covered by unemployment and disability compensation in accordance with the terms of the California Unemployment Insurance Code.

H. GROUP LIFE INSURANCE COVERAGE.

The Employer will provide each regular employee hired before October 1, 2013 and working on a regular work schedule of not less than Twenty (20) hours per week, and each regular employee hired after October 1, 2013 and working on a predetermined work schedule of not less than Thirty (30) hours per week, with a group life insurance policy in an amount equal to one times the employee's budgeted straight time annual earnings including double indemnity for accidental death and dismemberment. The Employer will pay the premiums for such coverage. This coverage will be effective on the first day of the month following completion of ninety (90) days of continuous employment as a regular employee.

I. LONG TERM DISABILITY COVERAGE.

The employer shall provide long term disability insurance as follows. Long Term Disability provides benefits for employees who are out on illness disability after a period of 90 days. The 90 day elimination period indicates the length of time the employee must be disabled prior to becoming eligible to receive plan benefits. The duration of benefits is to age 65 and provides coverage for 60% of monthly salary to a maximum monthly benefit of \$7,500. If an employee is disabled for 180 days and is receiving disability benefits and dies, the plan administrator will pay the benefit to the survivor to help support their immediate costs associated with loss of income. This benefit is equal to three times the employee's gross monthly benefit and is payable to the dependent.

J. CAFETERIA BENEFIT PLAN.

The Employer offers a flexible benefits plan which allows benefited eligible employees to choose among a group of benefits consisting of pre-tax-salary reduction(s) to cover dependent care assistance, medical reimbursement and premium conversion. The plan is funded by the employee's voluntary salary reduction contributions and complies with the provisions of the IRS Code Section 125. Employees may, at their option, enroll in this plan at their own expense

K. BENEFITS COVERAGE UNDER FMLA.

The Employer will maintain group insurance coverage for an employee who is otherwise eligible for Family and Medical Leave as set forth in this Agreement and who takes leave without pay pursuant to that paragraph for 1.) the birth or placement of a child for adoption or foster care; 2.) to care for an immediate family member (spouse, domestic partner, child or parent) with a serious health condition; or 3.) to take medical leave when the employee is unable to work because of a serious health condition. Such coverage shall be provided for up to twelve (12) work weeks if such insurance was provided before the leave without pay was taken. The Employer shall continue to bear the cost of such group insurance coverage to the same extent set forth in those paragraphs of this Section.

L. SHORT TERM DISABILITY INSURANCE.

Effective 7/1/99 the Employer shall provide short term disability insurance as follows. Short term disability insurance enhances State Disability Insurance. Payment includes 60% the employee's salary up to a maximum weekly benefit of \$1200. The benefit begins after eight consecutive days of illness and continues for 13 weeks. The employee should file for Short Term Disability at the same time they file for State Disability so payments can be coordinated.

M. CAFETERIA OR FLEXIBLE BENEFITS.

During the period of this contract should IOA expand, develop or implement a program for Cafeteria of Flexible Benefits that includes the allowing for eligible employees to make choices in the types of coverage listed in this section, the Union will agree to meet with IOA management to discuss and consider such a program for implementation for members of the Union. Changes resulting from these discussions can only be made by mutual agreement between the Union and the Employer.

SECTION 15. RETIREMENT PLAN

The Employer will provide pension benefits for employees who were hired before September 17, 2009, subject to this Agreement pursuant to the "Retirement Plan for Hospital Employees" adopted by the Affiliated Hospitals of San Francisco on December 21, 1965, insofar as such plan is applicable to employees covered by the Agreement between Institutional Workers Local 250 (now known as UHW) and Institute on Aging. Both the Employer and the Union agree to be bound by said Plan as presently in effect (June 30, 1990) and as hereafter amended in accordance with its provisions relative to amendment.

SECTION 16. LEAVES OF ABSENCE

A. Leave of Absence

IOA recognizes that all employees may be required to be on a leave of absence for some unseen reason, be it a personal, medical or to care for an eligible family member. IOA recognizes and complies with all applicable state and federal laws and regulations. IOA will ensure all employees are properly informed about their rights under state and federal laws and regulations regarding Leaves of Absence. This Section does not attempt to list all leaves that employees may be eligible for, however the Employers Handbook does list a number of leaves not contained in this Section.

B. Requests and Approvals for Leaves.

All requests for a leave of absence should be in writing and submitted in advance to the employee's supervisor and designated Human Resources Representative. Approval or denial of a leave shall be provided to the employee in writing within seven (7) business days from receipt of initial request. All requests for leaves of absence shall contain the requested beginning and end date of the leave, and any additional information as required. The Employer may require documentation that describes when the employee will be able to return to work, if the Leave is for other than personal reasons.

Employees may also be entitled to additional types of Leaves of Absence which are described in the IOA Employee Handbook and shall be granted only by agreement between the employee and the supervisor of the employee in coordination with the appropriate Human Resources Department representative when necessary.

C. LEAVE FOR PERSONAL DISABILITY.

Any regular employee who has been continuously in service with the Employer for at least one (1) year shall be entitled to a leave of absence on proper proof that they need it because of their own disability. Such leave shall not be more than one hundred eighty (180) calendar days. It may be extended only by agreement between the employee and Employer. The Employer may require reasonable proof of disability and reasonable proof that the employee will be able to return to duty within the time for which the leave is requested.

D. LEAVE FOR INDUSTRIAL ILLNESS OR INJURY.

As an exception to paragraph B above, a leave of absence for an industrial injury or illness shall be for not more than one (1) year, and shall be granted regardless of length of service following the completion of ninety (90) days of employment. It may be extended only by agreement between the employee and the Employer. The Employer may require reasonable proof of disability and reasonable proof that the employee will be able to return to duty within the time for which the leave is requested.

E. FAMILY AND MEDICAL LEAVE.

The Employer and the requesting employee will comply with applicable state and federal family leave statutes. Notwithstanding the provisions of any other leave pursuant to this Agreement, an employee with twelve (12) or more months of service who has worked 1250 hours during the previous twelve (12) months may be entitled to up to twelve (12) work weeks of family and medical leave without pay for 1.) the birth or placement of a child for adoption or foster care; 2.) to care for an immediate family member (spouse, domestic partner, child or parent) with a serious health condition; or 3.) to take medical leave when the employee is unable to work because of a serious health condition. Employees seeking to use leave pursuant to this paragraph, may be required to provide 1) 30 days advance notice if the need for such leave is foreseeable, 2) medical certification of need, 3) periodic medical recertification and 4) periodic reports during such leave. Employees eligible for such leave under this Paragraph may receive twelve (12) work weeks of family and medical leave without pay within twelve (12) months of previous family medical leave taken.

F. OTHER LEAVES OF ABSENCE.

Leaves of absence for other reasons shall be granted only by agreement between the employee and the Employer, and the Employer agrees that its consent to such leaves of absence for other reasons shall not be unreasonably withheld.

G. NON-FORFEITURE OF ACCRUED RIGHTS.

By reason of such leave of absence, the employee shall not forfeit any accrued rights under this Agreement, but likewise, the employee shall not accrue any rights during such leave.

H. RETURN TO DUTY.

In order to return to duty from a medical leave, an employee must provide the Employer with a signed doctor's authorization in advance. When an employee returns to duty, in compliance with an authorized leave of absence, the employee shall be reinstated in the same classification in which the employee was employed before the absence, unless conditions at the Employer or for the employee due to work restrictions have so changed that it would be unreasonable to reinstate the employee in the same classification. In this event, the Employer will reinstate the employee in a classification as nearly comparable to the employee's original classification as is reasonable under the circumstances. Should a dispute arise over such a change in classification, the Employer agrees to meet with the Union for the purpose of discussing the change.

I. ADJUSTMENT OF ANNIVERSARY DATE.

1. An employee on leave of absence pursuant to this Section by reason of industrial injury or illness shall not have their anniversary date adjusted for purposes of this Agreement when the leave of absence is less than one (1) year's duration. If such

employee's leave of absence is one (1) year or more, his/her anniversary date may be adjusted for the full period of the leave of absence.

2. An employee on leave of absence pursuant to this Section by reason of a non industrial disability (injury or illness) shall not have his/her anniversary date adjusted for purposes of this Agreement when the leave of absence is less than six (6) months' duration. If such employee's leave of absence is six (6) months or more, his/her anniversary date may be adjusted for the full period of the leave of absence.
3. An employee on leave of absence pursuant to this Section for any other reason shall not have their anniversary date adjusted for purposes of this Agreement when the leave of absence is less than thirty (30) days. If such employee's leave of absence is thirty (30) days or more, his/her anniversary date may be adjusted for the full period of the leave of absence.

I. FUNERAL LEAVE

When a death occurs in the immediate family of an employee, the employee shall be entitled to a leave of absence of three (3) days with pay. Immediate family for the purpose of this paragraph, is defined as spouse, domestic partner, sister, brother, daughter, son, mother, father, grandfather, grandmother, mother-in-law, father-in-law and the mother or father of a domestic partner. If an employee has no natural parents living, their legal guardian, if any, may be deemed an alternate for purposes of this Section. In the case of a death in the immediate family as above defined where the funeral is held outside of California, the employee shall be entitled to an additional leave of absence of two (2) days without pay to attend the funeral.

J. JURY DUTY PAY

An employee called for jury duty (or subpoenaed to appear as a witness in a judicial procedure, not including arbitration, arising out of the employee's employment and in which the employee is not a party) will receive normal straight-time earnings as jury duty pay. As a condition to jury pay the employee must notify the Employer as soon as reasonable after they receive notice to report (normally within 24 hours) and must cooperate in trying to be excused if the Employer so desires. Also as a condition to receiving jury pay, the employee must produce a receipt from the Jury Commissioner that they have been called or served, if such receipts are provided.

SECTION 17. SAFETY

The Employer will comply with applicable federal and California laws and regulations pertaining to occupational safety and health. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer. In the event any safety or health hazard is detected it shall be promptly reported to the Employer. The Employer shall then have a reasonable period of time to remedy the situation. If in the judgment of the employee or the Union the Employer shall thereafter fail to completely remedy the situation, the employee or the Union shall be free to contact the Industrial Safety Commission of the State of California for appropriate action. There shall be no adverse

action taken against any employee for such report. Disputes concerning conditions of health and safety within the Institute shall not be subject to the complaints and grievance and arbitration procedure of this Agreement, but shall be subject to the applicable administrative procedures established by federal and California laws.

SECTION 18. INTRODUCTORY PERIOD, DISCIPLINE AND DISCHARGE

A. INTRODUCTORY PERIOD

The Introductory period for employees covered by this Agreement is six (6) months from date of hire. Upon promotion to another classification within the bargaining unit, employees will serve a new Introductory period. If the promoted employee fails during this Introductory period as determined by the Employer they shall be restored to their previous classification at the former salary in the Program from which they were promoted if that position is vacant at the time and the employee has the requisite skills for the position.

B. JUST CAUSE.

The Employer shall not discipline or discharge an employee except for just cause. This provision does not apply to Employees under this Agreement who have not completed their Introductory Period.

C. COPIES OF DISCIPLINARY ACTIONS.

The Employer will provide employees with a copy of any written disciplinary action. If it is impossible to provide a copy to the employee in person, the Employer may comply with the requirement by mailing a copy to the employee at the employee's last known address (by certified mail, return receipt requested). The Employer shall not utilize written reprimands to support a personnel action, suspension or discharge unless the employee was provided copies.

SECTION 19. PERSONNEL FILES

A. PERSONNEL FILES.

An employee may, upon written request, inspect certain designated items contained in their own personnel file. Items which may be inspected are those that are used or have been used to determine the employee's qualifications for employment, promotion, additional compensation, or termination or other disciplinary action. IOA Human Resources policies and procedures as stated in the IOA Employee Handbook are compliant with federal and state laws and regulations on personnel files. Employees should consult the IOA Employee Handbook for any other questions concerning their rights to access their Personnel File.

B. EMPLOYEE SIGNATURE.

The signature of an employee on any document contained in their personnel file only means that the employee has received a copy of these documents and does not mean agreement with the content of the document.

C. EMPLOYEE REBUTTALS.

The employee may place in their personnel file written rebuttal comments regarding an evaluation, disciplinary action or other documentation pertaining to the employee. Employee rebuttal comments shall be made a permanent part of the document responded to. Any copies provided to the employee or other agreed upon parties must contain the written employee rebuttal.

D. LETTERS OF COMMENDATION OR COMPLAINT.

The Employer agrees to use its best effort to see that copies of letters of commendation and/or complaint are provided to the employee in a timely fashion. Such letters may be placed in the employee's personnel file at the Employer's or employee's request. In the event that the Employer places a letter of complaint in the employee's personnel file, the employee will be so notified and the employee may file a written rebuttal comment as described in Paragraph C above.

SECTION 20. GRIEVANCE PROCEDURE

PROCEDURE.

If an employee, the Union, or the Employer has a grievance or complaint concerning the meaning, enforcement or application of the terms of this Agreement, including a discharge case, it shall be taken up in this manner:

1. For Employees Informal Discussion with Immediate Supervisor

An employee having a grievance may first discuss it with the employee's immediate supervisor, or the next level in management, to try to work out a satisfactory solution in an informal manner. The employee may have a representative at this discussion.

A. Step I Immediate Supervisor.

If a solution to the grievance, satisfactory to the employee and the immediate supervisor is not accomplished by informal discussion, the Union may pursue the grievance further. The Union shall submit a written statement of the grievance to the immediate supervisor. The immediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. He/she shall respond in writing within ten (10) calendar days.

B. Step II Department Head/Designee.

If the grievance is not satisfactorily resolved in Step I, the written grievance shall be advanced, containing a specific description of the basis for the claim and the resolution desired, and submitted to the department head or their designee within fifteen (15) calendar days of receipt of the Step I response. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed upon alternative is established. The department head/designee shall respond in writing, within fifteen (15) calendar days of receipt of the written grievance, or within ten (10) calendar days of the date the meeting is held, whichever comes later, to the grievant and the Union, specifying their reason(s) for concurring with or denying the grievance.

C. Step III Human Resources Vice President/Designee.

If the decision of the department head/designee is unsatisfactory, the Union may, within fifteen (15) calendar days after receipt of the Department's decision, submit the grievance in writing to the Vice President Human Resources. The Vice President Human Resources or designee shall have fifteen (15) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing. Subject to applicable law, the Vice President Human Resources shall have authority to settle grievances at this step.

D. Step IV Mediation

If any such grievance or complaint has not been settled by any of the procedures described in Steps I to Step III, the question may, at the request of either party, be submitted to Mediation by a Mediator from the FMCS or another source to be selected by the representatives of the Employer and the Union. If the parties agree, the recommendations of the Mediator shall be final and binding on all concerned. The Mediator may award damages for any breach of this Agreement. The Employer and the Union shall each pay one-half (1/2) of the costs of mediation, including the fees of the Mediator and the other expenses of the mediation proceeding, but not including compensation or cost of representation, advocacy or witnesses for either party.

1. POWER OF THE MEDIATOR

The Mediator shall have no power to add to, to subtract from, or to change any of the terms or provisions of this Agreement. The jurisdiction of the Mediator shall extend solely to the meaning, enforcement, and application of the Agreement itself. Without limitation upon the foregoing, if either party shall give notice of a desire to modify this Agreement, the Mediator shall have no power to determine what modifications or changes, if any, should be made in the Agreement or otherwise to decide any question with respect thereto, other than the sufficiency and effect of the notice itself. The Mediator can propose options and alternatives to the Employer and the Union to gain agreement between the Employer and the Union. The Employer and the Union shall each pay one-half (1/2) of the costs of mediation, including the fees of the mediator and the other expenses of the proceeding, but not including compensation or costs of representation, advocacy.

E. Step V Arbitration.

If any such grievance or complaint has not been settled by any of the procedures described above, the question may, at the request of either party, be submitted to arbitration by an arbitrator to be selected by the representatives of the Employer and the Union. The award of the arbitrator shall be final and binding on all concerned. The arbitrator may award damages for any breach of this Agreement, but no such award of damages shall be made for any period earlier than the date when the grievance or complaint was first presented. The Employer and the Union shall each pay one-half (1/2) of the costs of arbitration, including the fees of the arbitrator and the other expenses of the arbitral proceeding, but not including compensation or costs of representation or advocacy.

1. POWER OF THE ARBITRATOR.

The Arbitrator shall have no power to add to, to subtract from, or to change any of the terms or provisions of this Agreement. Their jurisdiction shall extend solely to the meaning, enforcement, and application of the Agreement itself. Without limitation upon the foregoing, if either party shall give notice of a desire to modify this Agreement as provided in this Agreement. The arbitrator shall have no power to determine what modifications or changes, if any, should be made in the Agreement or otherwise to decide any question with respect thereto, other than the sufficiency and effect of the notice itself. The Employer and the Union shall each pay one-half (1/2) of the costs of arbitration, including the fees of the arbitrator and the other expenses of the arbitral proceeding, but not including compensation or costs of representation, or advocacy.

F. STALE GRIEVANCES.

No grievance or complaint shall be considered unless it has been first presented in written form within thirty (30) days of the alleged occurrence thereof.

2.) For the Employer and the Union Informal Discussion between the Employer and the Union

When the Employer or Union has a grievance the first effort for resolution will be between the Union Representative and the Head of Human Resources to try to work out a satisfactory solution in an informal manner. The Employer and Union may have designated representatives who can provide material information to informally resolve the issue at this discussion.

A. Step I

If a solution to the grievance is not accomplished by informal discussion, the Employer and the Union may pursue the grievance further. Either party shall submit a written statement of the grievance to the other party. The Responding party will make every effort to arrive at a prompt resolution by investigating the issue and providing a response in writing within ten (10) calendar days.

B. Step II

If the grievance is not satisfactorily resolved in Step I, the written grievance shall be advanced, containing a specific description of the basis for the grievance and the resolution desired. This action must be submitted within fifteen (15) calendar days of receipt of the Step I response. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed upon alternative is established. The parties shall, within fifteen (15) calendar days of receipt of the written grievance, or within ten (10) calendar days of the date the meeting is held, whichever comes later, respond in writing to the grievant party, specifying the reason(s) for concurring with or denying the grievance.

C. Step III Agency Head or Designee.

If the Step II is unsatisfactory, the Union may, within fifteen (15) calendar days after receipt of the decision, submit the grievance in writing to the Agency Head or designee. The Agency Head or designee shall have fifteen (15) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing.

D. Step IV Mediation

If any such grievance or complaint has not been settled by any of the procedures described in Steps I to Step III, the question may, at the request of either party, be submitted to Mediation by a Mediator from the FMCS or another source to be selected by the representatives of the Employer and the Union. The recommendations of the Mediator shall be final and binding on all concerned. If the parties agree, the Mediator may award damages for any breach of this Agreement. The Employer and the Union shall each pay one-half (1/2) of the costs of mediation, including the fees of the Mediator and the other expenses of the mediation proceeding, but not including compensation or cost of representation, advocacy or witnesses for either party.

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E. Step V. Arbitration.

If any such grievance or complaint has not been settled by any of the procedures described above, the question may, at the request of either party, be submitted to arbitration by an arbitrator to be selected by the representatives of the Employer and the Union. The award of the arbitrator shall be final and binding on all concerned. The arbitrator may award damages for any breach of this Agreement, but no such award of damages shall be made for any period earlier than the date when the grievance or complaint was first presented. The Employer and the Union shall each pay one-half (1/2) of the costs of arbitration, including the fees of the arbitrator and the other expenses of the arbitral proceeding, but not including compensation or costs of representation or advocacy.

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F. STALE GRIEVANCES.

No grievance or complaint shall be considered unless it has been first presented in written form within thirty (30) days of the alleged occurrence thereof.

SECTION 21. PREMIUM CONDITIONS

It is understood that the provisions of this Agreement relating to hours, wages and working conditions are intended to establish minimum terms for the hiring of employees subject to this Agreement; that so long as the Employer meets these minimum terms with respect to such employment, it has fully performed its obligations under this Agreement; and that this Agreement is not intended to preclude or discourage the hiring of employees under terms more favorable to them, and accordingly, if any employees are hired under more favorable terms, this shall be a matter of individual arrangement with such employees and such arrangements may be established, eliminated, or changed at any time without relation to this Agreement. The Union shall be notified in writing of any more favorable terms granted under this Section.

SECTION 22. REDUCTIONS IN FORCE OR HOURS

ALTERNATIVES TO LAY OFF.

In the event that any reduction in force or hours appears necessary or warranted, the Employer agrees first to meet with the Union for the purpose of discussing possible alternatives to such proposed reduction in force or hours. Whenever possible, necessary reductions in force or hours shall be accomplished by attrition.

B. VOLUNTARY REDUCTION OF HOURS.

In the event a reduction of hours, as opposed to a reduction in force, appears practicable, the Employer shall first contact all employees in the reduced program (program as used in this Agreement is defined as an organizational unit of the Employer with a separate budget and/or funding source) with similar background and skills to determine if any such employees will voluntarily reduce their hours.

C. SENIORITY ON LAY OFF.

Should the above provisions fail to accomplish the necessary reduction of hours and/or force, then any further reduction of hours and/or force shall be accomplished on the basis of seniority in the job classification of the affected Program.

For the purposes of this Agreement, seniority is defined as beginning with the initial date of hire into a classification covered by this Agreement as listed in the salary schedule attached hereto and made part of this Agreement.

D. AFFIRMATIVE ACTION IMPACT.

The application of seniority in this Section shall be waived in the event that its application shall have a disproportionate impact on the Employer's affirmative action program. The use of such waiver to the seniority principle shall not be unreasonably applied by the Employer. Furthermore, an employee shall lose all seniority rights under this Section upon being discharged for cause, voluntarily resigning, being on layoff status for a period exceeding twenty (20) months or failing to return to work following authorized leave of absence.

E. RECALL FROM LAY OFF.

Employees whose hours have been reduced pursuant to this Section shall be offered any available increases in hours in the classification before new employees are hired in that classification, provided they satisfy the regulatory requirements and possess the requisite language skills required by the job at the time of the recall. Employees laid off pursuant to this Section shall be re-employed in inverse order of layoff.

If it is impossible to notify the employee in person or by telephone, the Employer may post a notice of recall to the employee at the employee's last known address (by

certified mail, return receipt requested). The employee must accept the recall offer by the end of the second (2nd) business day after receiving the notification.

F. NOTICE OF LAY OFF.

The Employer will give the employee four (4) weeks' notice or four (4) weeks' pay in lieu thereof when an employee is to be laid off by reason of a reduction in force. The Employer will endeavor to give longer notice when feasible, but there shall be no penalty for failure to do so. An employee who intends to resign his or her employment will endeavor to give the Employer a minimum of four (4) weeks' notice of such intention.

SECTION 23. STRIKES AND LOCKOUT

There shall be no strike, work stoppage or other interruption of work during the life of this Agreement by the Union or employees; however, it is expressly understood that this sentence does not apply to sympathy strikes. During the life of this Agreement, there shall be no sympathy strike by the Union. Furthermore, the Union will not threaten to engage in any activity prohibited by this Article. Similarly, there shall be no lockout by the Employer during the life of this Agreement. Informational picketing is not prohibited if the Union provides a timely 8 (g) notice; if its activity is limited to such picketing; and if the Union's 8 (g) notice and other communications clearly say that its activity will be limited to such picketing.

SECTION 24. JOB POSTING AND NOTICE TO UNION

When permanent vacancies occur subject to this Agreement, the Employer shall notify the Union office and shall afford it an opportunity to send applicants for the position. The Employer shall also send an email announcing the vacancy to all employees covered by this at least five (5) days before the Employer fills the vacancy on a permanent basis. This does not prevent the Employer from filling the vacancy on a temporary basis. In all cases, the Employer may employ the person who, in its judgment, will make the best employee. The Employer shall be the sole judge of the fitness of any applicant.

SECTION 25. SUBCONTRACTING

During the term of this Agreement the Employer may, at its sole discretion, enter into a contract, subcontract, partnership, or other business arrangement whereby the services presently performed by employees under this Agreement may be provided, in whole or in part, by another employer or entity that is not a party to this Agreement.

It is not the intention of the Employer to convert existing employees in this bargaining unit to independent contractor status. However, this does not prevent an employee from being part of a contractor or sub-contractor entity along with others either as an employee or an owner of such entity.

The Employer shall not lay off or reduce the hours of existing bargaining unit members or eliminate existing bargaining unit positions as a result of a contract, subcontract, partnership, or any other business arrangement as contemplated above. The Employer shall not convert existing employees in the bargaining unit to independent contractor status.

This section is not meant to prevent the Employer from laying off or reducing the hours of employees if necessary, under the stated terms of this Agreement when an existing contract or other source of funding for the services they provide is reduced or cut.

SECTION 26. CHANGE IN OWNERSHIP

In the event of an agreement that will lead to a change in the ownership of IOA, the Employer will notify the Union as soon as practicable. Upon written request from the Union, the Employer will meet and discuss the effects, if any, of the change upon the members of the bargaining unit.


SECTION 27. SAVINGS CLAUSE


Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the Agreement.


SECTION 28. TERM OF AGREEMENT.


This Agreement shall become effective October 1, 2016, and shall remain in full force and effect to and including September 30, 2018. However, the parties further agree that the either party can send a written notice, at least ninety (90) days prior September 30, 2018, notifying the other party of its desire bargaining all or some of provisions of this Agreement.

Institute on Aging














SEIU Local 1021

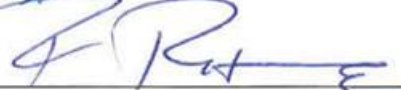












APPENDIX A SEIU Local 1021 Salary Scales

APPENDIX A SEIU Local 1021 Salary Scales									
Care Manager I					Care Manager II				
Step	Adjusted Step	11/1/2016	3/1/2017	11/1/2017	Step	Adjusted Step	11/1/2016	3/1/2017	11/1/2017
2%		2.75%	2.0%	3.0%	2%		2.75%	2.0%	3.0%
1	\$47,229	\$48,527	\$49,498	\$50,983	1	\$58,257	\$59,859	\$61,056	\$62,888
2	\$48,173	\$49,498	\$50,488	\$52,002	2	\$59,422	\$61,056	\$62,278	\$64,146
3	\$49,137	\$50,488	\$51,498	\$53,043	3	\$60,611	\$62,278	\$63,523	\$65,429
4	\$50,119	\$51,498	\$52,528	\$54,103	4	\$61,823	\$63,523	\$64,794	\$66,737
5	\$51,122	\$52,528	\$53,578	\$55,185	5	\$63,059	\$64,794	\$66,089	\$68,072
6	\$52,144	\$53,578	\$54,650	\$56,289	6	\$64,321	\$66,089	\$67,411	\$69,434
7	\$53,187	\$54,650	\$55,743	\$57,415	7	\$65,607	\$67,411	\$68,759	\$70,822
8	\$54,251	\$55,743	\$56,857	\$58,563	8	\$66,919	\$68,759	\$70,135	\$72,239
9	\$55,336	\$56,857	\$57,995	\$59,734	9	\$68,258	\$70,135	\$71,537	\$73,683
10	\$56,442	\$57,995	\$59,155	\$60,929	10	\$69,623	\$71,537	\$72,968	\$75,157
11	\$57,571	\$59,155	\$60,338	\$62,148	11	\$71,015	\$72,968	\$74,427	\$76,660
12	\$58,723	\$60,338	\$61,544	\$63,391	12	\$72,435	\$74,427	\$75,916	\$78,193
13	\$59,897	\$61,544	\$62,775	\$64,659	13	\$73,884	\$75,916	\$77,434	\$79,757
Care Manager III					Nurse Care Manager				
Step	Adjusted Step	11/1/2016	3/1/2017	11/1/2017	Step	Adjusted Step	11/1/2016	3/1/2017	11/1/2017
2%		2.75%	2.0%	3.0%	2%		2.75%	2.0%	3.0%
1	\$71,563	\$73,530	\$75,001	\$77,251	1	\$88,171	\$90,596	\$92,408	\$95,180
2	\$72,994	\$75,001	\$76,501	\$78,796	2	\$89,935	\$92,408	\$94,256	\$97,084
3	\$74,454	\$76,501	\$78,031	\$80,372	3	\$91,733	\$94,256	\$96,141	\$99,025
4	\$75,943	\$78,031	\$79,592	\$81,979	4	\$93,568	\$96,141	\$98,064	\$101,006
5	\$77,462	\$79,592	\$81,184	\$83,619	5	\$95,439	\$98,064	\$100,025	\$103,026
6	\$79,011	\$81,184	\$82,807	\$85,291	6	\$97,348	\$100,025	\$102,026	\$105,086
7	\$80,591	\$82,807	\$84,463	\$86,997	7	\$99,295	\$102,026	\$104,066	\$107,188
8	\$82,203	\$84,463	\$86,153	\$88,737	8	\$101,281	\$104,066	\$106,147	\$109,332
9	\$83,847	\$86,153	\$87,876	\$90,512	9	\$103,307	\$106,147	\$108,270	\$111,519
10	\$85,524	\$87,876	\$89,633	\$92,322	10	\$105,373	\$108,270	\$110,436	\$113,749
11	\$87,234	\$89,633	\$91,426	\$94,169	11	\$107,480	\$110,436	\$112,645	\$116,024
12	\$88,979	\$91,426	\$93,254	\$96,052	12	\$109,630	\$112,645	\$114,897	\$118,344
13	\$90,759	\$93,254	\$95,120	\$97,973	13	\$111,822	\$114,897	\$117,195	\$120,711

APPENDIX B - PRINCIPLES APPLICABLE TO HIRING AND ADVANCEMENT OF CARE MANAGERS

CONTEXT:

The professional development and total compensation programs of Institute on Aging are designed to reinforce and align with our mission, values and business strategy. Our programs are intended to attract, motivate, and retain talented employees. IOA aspires to be ahead of the market for selected positions to meet our current strategic, client service, geographic and operating requirements. In the future to achieve this aspiration by growth and expansion into new geographic and market areas, IOA will need to determine the staffing structures that to respond to new and future operating requirements and commitments. A diverse range of Staff competencies, educational backgrounds and specialized professional experiences will be needed to meet these emerging mission aligned opportunities.

DEFINITIONS:

- A. **Care Manager I.** Has a BA or BS in Social Work or another appropriate major with entry level experience.
- B. **Care Manager II.** Has a MSW or another appropriate Master level major such as MPH, MFT with additional or specialized work experience such as psychology, counseling or geriatrics.
- C. **Care Manager III.** Has a MSW or another appropriate Master level major such as MPH, MFT with additional or specialized work experience such as psychology, counseling or geriatrics. This designation is at the discretion of the Employer and will depend on the employee's initiative, skill, level of program responsibility and demonstrated excellence in at least one of the following:
 - 1. **Program Development.** Performing background research, organizing material and/or personnel and identifying agency and community resources necessary to implement a new or revised program on behalf of the Employer.
 - 2. **Interdisciplinary Education.** Assessing, designing and evaluating instructional materials and conducting educational programs for agency staff.
 - 3. **Staff Development.** Mentoring junior staff or student interns and/or providing necessary supervision for LCSW/LMFT candidates.
 - 4. **Advanced Practice Function.** Acquiring a specialized competency or training in order to serve or practice in a specialty program or function.

APPLICATION OF PRINCIPLES:

The above definitions govern the classification in which the employees covered by this Agreement at the time of hire and through levels of professional development by the Institute on Aging.

Placement of employees at the time of hire will be normally at the first salary step in the appropriate classification. Placement of any employees in any salary steps above the first salary step in the appropriate classification shall be based upon relevant experience of the employee in their particular field or discipline, or unusual competence or merit including specialized training.

The determination of the Employer as to salary step placement of employee shall be conclusive and not subject to the grievance procedure and arbitration under this Agreement. After hiring, the employee will be increased to the next step in the range of their classification upon the anniversary date of their hire until the maximum of the salary range is reached under the applicable section of this Agreement.

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Service Employees International Union – Local 1021
350 Rhode Island Street, #100S
San Francisco, CA 94103
(415) 848-3611

Field Representative _____

Union Steward _____

Telephone Number _____