

Collective Bargaining Agreement

Between



Rebekah Children's Services

And



SEIU Local 521
Service Employees International Union

July 1, 2010 – June 30, 2013

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PREAMBLE

This Agreement is made and entered into this 1st day of July, 2010, by and between Rebekah Children's Services (hereinafter referred to as "Employer") and the Service Employees International Union, Local 521, CTW-CLC (hereinafter referred to as "Union").

The Employer and Union acknowledge the importance of working collaboratively to expeditiously resolve issues of mutual concern in an effort to provide optimal service to the children and families served by Rebekah Children's Services.

ARTICLE 1 – RECOGNITION AND SCOPE OF AGREEMENT

Section 1.1 - Recognition and Bargaining Unit

- a. Pursuant to the Certification of Representation issued by the National Labor Relations Board in Case No. 32-RC-4275, the Employer recognizes the Union as exclusive representative of all regular, full-time and regular part-time employees employed by the Employer at all its California facilities, in the following job families:

JOB FAMILIES	INCLUDES
Administrative	Administrative Assistant I; Administrative Coordinator I & II
Case Manager	Case Managers I & II
Finance	Billing Specialist
Client Services	Client Services Reps I & II
Cook	Cook
Family Partner	Family Partner & Parent Partner
Family Specialist	Family Specialist I & II & Lead
Housekeeper	Housekeeper & Utility Worker
LVN	LVN
Maintenance	Maintenance Foreman & Technician
Medical Aide	Medical Aide
Behavioral Support	Behavioral Support Counselor I & II
Residential	Residential Counselor I & II
TBS	TBS Coach & TBS Coach/Family Specialist
Teaching Assistant	Teaching Assistant
TRS	Therapeutic Research Specialist

- b. All other employees of the Employer shall be excluded from the bargaining unit, including confidentials, professionals, on-calls, temporaries, intermittents, per diems, interns, volunteers, and supervisors as defined in the Act.

Section 1.2 – Positions and/or Job Families Covered

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

Section 1.3 – Job Families Covered

Job families of bargaining unit members covered by this agreement at the time of ratification are contained in Section 1.1. If the Employer creates new jobs/job families, which are appropriately in the bargaining unit during the term of the agreement, those jobs/job families shall become part of the bargaining unit and shall be added to the list in Section 1.1.

Section 1.4 - Agency Merger

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

Section 1.5 - Job Descriptions

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

ARTICLE 2 – UNION RIGHTS

Section 2.1 - Union Representatives

“Union Representatives” refers to paid Union staff or to jobsite stewards. The Union will notify the Employer, in writing, of the names of all authorized Union Representatives who shall have responsibility to work with the Employer on behalf of the bargaining unit. That notification will be provided to the Employer within thirty (30) days of execution of this Agreement or within seven (7) days of any change.

Section 2.2 - Access

The Union Representatives identified to the Employer shall be permitted to enter the facilities operated by the Employer for the purpose of transacting union business, observing conditions under which bargaining unit members are employed, and investigating possible violations of this Agreement, provided that such activity does not interfere with the work assignment of any employees and shall not interfere with or be in the presence of any client or client family. Any union representative who is not an employee of the Employer shall first make known his/her presence by notifying the Human Resources Director or his/her designee of the presence of the union representative on site. During regular business hours, the Receptionist must be notified and the union representative is to sign in and wear an ID badge like other visitors to, or guests of, the Agency.

Section 2.3 - Negotiating Team

The Employer will pay release time for every bargaining session for four (4) bargaining unit members. The Union and Employer agree to schedule bargaining sessions so as to minimize the need for employee release time.

Section 2.4 - Stewards

The Employer agrees to recognize a reasonable number of stewards and alternate stewards for the bargaining unit. The stewards or alternates may receive complaints from bargaining unit members, investigate those complaints, present the issues/grievances to management, and see that the terms and conditions of the Agreement are observed, provided that such activity does not interfere with the work assignment of the steward or other employees, and shall not interfere with or be in the presence of any client or client family.

The Steward shall not direct any bargaining unit member how to perform or not perform his/her work, shall not countermand the order or direction of any supervisor and shall not interfere with the normal operations of the Employer or any other employee.

The Stewards may distribute material to bargaining unit members by hand when both the steward and bargaining unit members are on a rest period, a meal period, or other non-work time.

Section 2.5 - Right to Representation

Bargaining unit members have the right to a Union Representative at meetings with supervisors or management representatives when such meetings are investigatory, accusatory, or disciplinary in nature. Supervisors shall inform bargaining unit members when such meetings are about to occur.

Section 2.6 - Bulletin Board

The Employer shall provide designated space on one existing bulletin board in each of the following work locations: Boy's Unit, Girl's Unit, Co-Ed Unit, Main Kitchen, Facilities Shop, Recreation Center, Compadres (Main Building), Compadres (Campbell and Salinas Offices).

The designated space shall not exceed 1'W x 3'L. The Union assumes all responsibility for material contained in postings which it authorizes for the bulletin board. All postings shall be on Union stationery or otherwise stamped by the local (521) Union. All other materials will be removed by the employer from the Union portion of the bulletin boards. All Union materials posted or displayed in areas other than the designated bulletin boards may be removed by the Employer.

Section 2.7 - Materials for Representation

The Union shall be responsible for providing materials and supplies necessary for its representation of bargaining unit members and for conducting its business on the Employer's premises.

Union stewards may use the Employer's photocopying machine and facsimile machine for union-related business. The Union will be invoiced for and shall be responsible to pay promptly to the Employer the cost for use of the photocopying and facsimile machines.

Neither the Union nor any bargaining unit member shall use Employer material, postal machines, or computers for union-related business or distribution of union material.

Section 2.8 - Report of New Hires

Within 10 working days of a bargaining unit member being hired, the Employer will notify the Union of the name of the affected bargaining unit member, the date of hire, the rate of pay, and the bargaining unit member's home address and phone number. The indemnification of the Employer according to Section 4.8 of the contract applies to this section as well.

Section 2.9 - Printing of Agreement

The parties agree to share equally the cost of printing 300 bound copies of the Agreement at the Union office. The design and format shall be jointly determined.

Section 2.10 - Union Orientation

An on-duty union steward will have fifteen (15) minutes at the end of the Employer's regular new employee orientation to make a presentation to new bargaining unit members within the bargaining unit.

Section 2.11 - Leave for Union Employment

The Employer will consider a request for leave of absence of a bargaining unit member to work for the Union with the same consideration as other requests for an unpaid leave of absence pursuant to Section 13.2 of this Agreement.

Section 2.12 - COPE Deduction

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

Section 2.13 - Labor/Management Committee

The Union and the Employer have agreed to establish a Labor/Management Committee to discuss operation of this Agreement. The committee will consist of the Employer and the Union leadership elected by the bargaining unit. Revisions or additions to these guidelines may be made upon mutual agreement of the Union and Management representatives. The committee will meet quarterly at a mutually agreeable time unless both parties agree not to hold a meeting. The committee will also address issues of concern to either party.

Section 2.14 - RCS Benefits Committee

The RCS Benefits Committee will meet to explore, discuss and recommend to management regarding employee benefits. This Committee will consist of labor and management representatives.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 3.1

The exercise of the powers, rights, authority, duties and responsibilities by the Employer as set forth in this Agreement, and the adoption of policies, rules, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law. Should any term or provision of this Agreement conflict with any law, including but not limited to, the regulations and codes with which the Employer is obligated to comply, the law, regulations or code shall prevail.

Section 3.2

It is understood and agreed that the Employer retains all of its power and authority to direct, manage and control the operation of its business to the full extent of the law, including but not limited to those duties and powers which are the exclusive rights of the Employer:

- a. to determine its organization;
- b. to direct the work of its employees;
- c. to determine the times and hours of operation;
- d. to determine the kinds and levels of service to be provided and the methods and/or means of providing them;
- e. to determine staffing requirements and patterns;
- f. to determine the number and kinds of personnel required to maintain the efficiency of the Employer's operations;
- g. to build, move, or modify facilities;
- h. to establish budget procedures and determine budgetary allocation;
- i. to determine the methods of raising revenues;
- j. to continue contracting out work in the same manner as existing at the time of the ratification of this Agreement, and to contract with consultants and specialists to perform special assignments provided they will not replace bargaining unit members on a regular basis;
- k. to hire, classify, assign, evaluate, promote, terminate and discipline employees; to determine the number of hours worked, the schedule of the work day and workweek, to adjust such schedules, to schedule lunch time and break times, the amount of overtime to be worked, if any, and the employees working such overtime;
- l. to design and implement security, safety and health programs, including but not limited to, the design and implementation of rules and policies in conformance

- with the requirements specified by funding sources and other applicable state, county, local, and federal regulations;
- m. to inspect and search any and all of the Employer's property, including but not limited to, any part of any building or property therein including electronically stored communications, computer data, voice mail, e-mail, or any vehicle which is the property of the Employer;
 - n. to investigate employees, including criminal and arrest records, and to investigate any and all matters impacting the operation of the Agency, or matters impacting clients, other employees, members of the Order, volunteers, donors, vendors or visitors;
 - o. to specify, determine, and allocate its fiscal resources and acquisition of land, buildings, apparatus, equipment, or other materials, including program materials, and the use of such land, buildings, equipment or material;
 - p. to establish methods of operation and procedures, including for example, program and client evaluation procedures and the institution of technological alterations and processes or equipment or both;
 - q. to determine, develop, and modify programs and services and implement the outcome of those decisions;
 - r. to recruit, utilize, and assign volunteers to assist and supplement the regular staff;
 - s. to establish and enforce standards of quality and quantity in methods of operations of its programs;
 - t. to determine and recognize meritorious performance through monetary compensation paid as bonuses; and
 - v. to determine and designate the use of donated funds.

ARTICLE 4 – UNION SECURITY

Section 4.1 - Union Shop

All employees currently employed in the bargaining unit on the effective date of the agreement who have authorized Union dues deduction shall have such deduction occur within thirty (30) days.

As a condition of employment, all other unit employees who are or become covered by this contract shall, within thirty (30) days of hire or within thirty (30) days of the effective date of the Agreement, whichever occurs first, become Union members. Union members shall have dues deducted upon providing written authorization to the Employer.

Section 4.2 - Charity Payment

A bargaining unit member who is a member of a bona fide religion, body, sect that has historically held conscientious objections to joining or financially supporting employee organizations may qualify for payment of a charity fee in lieu of dues. To be eligible for such an exemption, the bargaining unit member shall be required to submit to the Union and the Employer a notarized letter signed by an official of the bona fide religion, body

or sect certifying that person's membership. Upon approval of the exemption, the bargaining unit member is required quarterly to show to the Employer and the Union, proof of payment to a recognized charitable organization.

Section 4.3 - Required Payment or Deduction

If any bargaining unit member fails to make direct payment union dues by the fifteenth of the month or to authorize dues deductions within the designated time period, the Employer shall, upon written notification from the Union, give the bargaining unit member ten (10) working days to comply. If the bargaining unit member continues to fail to comply or refuses to provide such authorization, he/she shall be dismissed upon the written request of the Union. In the event the Union requests that the Employer take disciplinary action under the provisions of this section it shall indemnify and hold the Employer harmless against any cause of action which the bargaining unit member may file relative to their termination for failure to comply with the conditions of membership or the payment of fees.

Section 4.4 - Dues Check-off

For those bargaining unit members electing to become Union members or agency fee payers, the Employer agrees to deduct, upon receiving payroll authorization forms, the membership dues established by the Union.

Prior to such deduction, the Union shall provide to the Employer written authorization from any unit member in accordance with state law and the provisions of this Agreement. Dues deducted under this provision shall be forwarded to the Union within thirty (30) days from the time the payroll deduction is made and submitted with written documentation that shall include: the bargaining unit members' social security numbers, base wages on which the deduction calculations were made, and the amounts deducted.

Section 4.5 - Non-payment of Dues

If after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of union dues required by this Article, no such deduction shall be made for the current pay period.

Section 4.6 - Reinstatement

Upon the reinstatement of any bargaining unit member, or upon the recalling of any bargaining unit member from lay off status, the Employer will resume or initiate dues, or agency fee deductions for such member in accordance with this Article. That is, laid off bargaining unit members will retain their same status in relation to the Union and dues upon return.

Section 4.7 - Verification of Bargaining Unit Membership

The Employer agrees to submit to the Union upon request, but no more than twice a year, a list of all bargaining unit members including names, social security numbers, addresses, telephone numbers, classifications, hire dates, and salary steps.

Section 4.8 - Hold Harmless

The Union shall indemnify and hold the Employer harmless against all forms of liability, including payment of the Employer's attorneys' fees, if necessary, that may arise out of or occur as a consequence of any act required to be performed by the Employer under this Article.

ARTICLE 5 – GRIEVANCE PROCEDURE

Section 5.1 - Intent

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

Section 5.2 - Definitions

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

Section 5.3 - Step 1: Informal Resolution

Within fourteen (14) calendar days after the occurrence of a dispute, the employee must present the issue orally to the employee's immediate supervisor with the objective of resolving the matter. The bargaining unit member may notify and/or involve the Union steward with the grievance at his/her discretion. The employee and the Union steward shall be responsible to notify the Union of the dispute. The supervisor shall provide a response to the employee and to the employee's steward (if the employee was represented) within seven days.

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

- a. Within fourteen (14) calendar days of the response at Step 1, or if the supervisor does not provide a response in the seven calendar days following the discussion at Step 1, the grievant may file a formal, written grievance with the Human Resources Director or designated representative. At his/her discretion, the grievant may notify and/or involve the union steward with the grievance.
- b. The formal written grievance shall include the name of the grievant or grievants, the date of the alleged violation, the provision or provisions of the collective bargaining agreement alleged to be violated, the specific remedy sought by the grievant, and a description of the events giving rise to the grievance.
- c. Within fourteen (14) calendar days after the receipt of the written grievance, the Human Resources Director (or designated representative) and the immediate supervisor (or a representative of the supervisory staff) will meet with the grievant and his/her representative (if the grievant so chooses) in an effort to resolve the grievance.
- d. Within fourteen (14) calendar days of the meeting, the Human Resources Director or designated representative shall send a written response to the grievant concerning the resolution of the grievance, with a copy to the Union Steward and mailed to the union office, if the grievant was represented.

Section 5.5 - Step 3: Executive Director

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

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

Section 5.6 - Step 4: Binding Arbitration

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

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

- k. If the discharge of an employee results from conduct relating to a client, and the client does not appear at the arbitration, written statements attributed to the pertinent client may be given due consideration as if the client testified at the hearing.

Section 5.7 - Termination

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

Section 5.8 - General

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

ARTICLE 6 – PAY

Section 6.1 – Salary Scale

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

Section 6.3 - Expense Reimbursement

6.3.1 The Employer will reimburse all reasonable expenses incurred in the performance of one's job, as long as submitted within the policy guidelines. Reimbursements require prior authorization by the employee's immediate supervisor, approval of actual expenses and completion of a signed itemized voucher. Expense reports should be turned in at the end of each month, but must be turned in within 60 days of incurring the expense. This includes miles

driven in a private vehicle on agency business which will be reimbursed at the highest rate allowed by the IRS.

6.3.2. Damage

If, in the course of transporting a client, the client soils the interior of the worker's/employee's automobile (beyond common or usual passenger damage) the Employer will reimburse the worker/employee up to the sum of \$100.00. Reimbursement will be made upon presentation of a receipt for payment showing required cleaning, description of damage, and a written incident report.

6.3.3. Additionally, if a worker'/employee's personal vehicle is damaged while driving on Agency business, the Employer will reimburse up to \$300.00 or the deductible, whichever is less, provided:

- a. The driver of the other vehicle is responsible for the accident, as verified by a police report and the damage is unrecoverable from the other party by reason of lack of liability insurance, or
- b. The damage is caused by a hit and run or unidentified driver as verified by a police report.

Section 6.4 - Call-Back Pay

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

Section 6.5 - Pay Days

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

Section 6.6 - Shortages

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

Section 6.7 - Credit for Experience/Education

- a) Applicants for employment may be given credit for previous relevant experience and/or education by being granted a pay level up to the third step of the pay schedule.
- b) The value of the previous experience and/or education will be assessed by the applicant's potential supervisor and approved by the Human Resources Director in keeping with the job description criteria, based on a guideline that for each two (2) years of relevant experience above the minimum qualifications, an applicant may be eligible to receive a one-step increase not to exceed the third step. The exact credit, if any, an applicant would receive is dependent on verification of

past experience and/or education and must be approved by the Human Resources Director.

- c) An applicant shall receive an additional 5% increase for a bachelor's degree if one is not required for the position, or an additional 5% increase for a master's degree if a bachelor's degree is required regardless of step.
- d) A current employee shall receive a 5% increase (not to exceed the maximum of the salary range) in his/her current position for the attainment of a bachelors or masters degree, if the degree is necessary to the position and if s/he meets the minimum performance standards for their current position.

Section 6.8 - Bilingual Pay

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

6.8.1. Procedure

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

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

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

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

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

Section 6.9 - Shift Differential

The Employer will pay a PM shift differential of four dollars (\$4.00) for each assigned PM shift worked (1:00 p.m. thru 11:00 p.m., inclusive). The Employer will pay a NOC shift differential of five dollars and fifty cents (\$5.50) for each assigned NOC shift worked (10:30 p.m. thru 6:30 a.m., inclusive).

Section 6.10 - Temporary Work in a Higher Class

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

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

Section 6.11 - Longevity Pay

Effective September 1, 2008, employees who have worked for six (6) years or more with the Employer will receive an additional two percent (2%) wage increase upon ratification of this agreement, or upon reaching their sixth (6th) year anniversary date. Effective January 1, 2004, employees who have worked for four (4) years or more with the Employer, or upon reaching their fourth (4th) year anniversary date, will receive an additional one percent (1%) wage increase.

Section 6.12 - Weekend Shift Differential

The Employer will pay a weekend (Saturday and Sunday) shift differential of five dollars and fifty cents (\$5.50) for each assigned weekend shift worked.

ARTICLE 7 – BENEFITS

Section 7.1 - Eligibility

Bargaining unit members who work at least 30 hours per week on a regular basis are eligible for health insurance benefits on the first of the month following their hire date as provided in this Article.

Section 7.2 - Types of Insurance Coverage

The Employer offers the following insurance coverage:

1. Medical Plan
2. Dental Plan
3. Vision Plan
4. Life Insurance in an amount equal to the employee's annual base salary
5. Long Term Disability plan

Section 7.3 - Premium Contribution

For eligible (Section 7.1) bargaining unit members, the Employer shall contribute the full premium toward employee-only insurance premium, unless otherwise bargained at a later date.

Section 7.4 - Optional Dependent Coverage

For eligible (Section 7.1) bargaining unit members who elect the optional dependent medical, vision and dental coverage, the Employer shall contribute, unless otherwise bargained at a later date, 50% of the cost with the remainder to be paid by the unit member through payroll deductions.

Section 7.5 - Disability Insurance

Bargaining unit members are eligible to receive disability insurance through the State of California when they cannot work because of illness or injury not caused by employment. Application information for disability payments is available from the Human Resources Department.

Section 7.6 - The RCS 401(k) Plan

All employees, after a three (3)-month waiting period, are eligible to participate in the RCS 401(k) plan. An employee must make Elective Contributions during a Plan Year in order to receive a Matching Contribution for that period. All RCS (employer-based) contributions have a three-year vesting schedule.

RCS will match 50% of the employee's contribution, up to a maximum of two (2) percent of an employee's income (based on a maximum matching contribution by the employee of four (4%) percent).

Examples:	Employee Contribution	RCS Match
	One percent (1%) of Income	One-half of one percent (.5%) of Income
	Two percent (2%) of Income	One percent (1%) of Income
	Three percent (3%) Income	One-and-one-half percent (1½%) of Income
	Four percent (4%) of Income	Two percent (2%) of Income
	Five percent (5%) Income	Two percent (2%) of Income

Section 7.7 - Dependent Care Spending Account

The Employer will provide a "dependent care spending account" program to which the Employee contributes by payroll deduction with before-tax dollars and from which tax-free reimbursement is provided for IRS-qualified dependent care expenses, it being understood that funds accumulated but not spent by the end of the year are forfeited.

Section 7.8 - Medical Care Spending Account

The Employer will provide a pre-tax medical care spending account for reimbursement of treatment co-payments to which the Employee contributes by payroll deduction with before-tax dollars and from which tax-free reimbursement is provided for IRS pre-tax medical care expenses, it being understood that funds accumulated but not spent by the end of the year are forfeited.

ARTICLE 8 – PERSONAL TIME (PTO)

Section 8.1 - Eligibility and Notice

Bargaining unit members earn PTO from the date of hire. Accrued PTO may be used after a bargaining unit member has completed one (1) month of employment. The amount of PTO earned is based on each unit member's schedule of hours worked per week on a prorated basis up to a forty (40) hour workweek.

Section 8.2 - Accrual Rate

Bargaining unit members employed as of July 1, 1998 will continue to accrue PTO at the rate in effect on that date.

Bargaining unit members employed after July 3, 2005 will accrue PTO at the following annual rates:

Years of Service	Weeks Accrued	Years of Service	Weeks Accrued
1	124 hours	7	200 hours
2	124 hours	8	200 hours
3	164 hours	9	240 hours
4	164 hours	10	240 hours
5	200 hours	11	280 hours
6	200 hours	12+	280 hours

Section 8.3 - Part-Time Bargaining Unit Members

- a. Part-time bargaining unit members shall earn PTO on a pro-rated basis.
- b. Part-time bargaining unit members who are regularly scheduled to work less than 20 hours per week are not eligible for agency-provided benefits other than the 401(k) plan.

Section 8.4 - Accrual Limit

When a bargaining unit member accrues the full annual PTO credit, consistent with the chart in Section 8.2, the bargaining unit member will not accrue any additional PTO until the bargaining unit member uses part of the accrued leave. If the employee is denied time off after a timely request for time off has been made, as defined in Section 8.5 (e), and the denial of time off will result in a loss of accrual of PTO, the employer will cash out PTO in eight (8) hour increments such that the employee's PTO will remain below the maximum limit. When some PTO is used, PTO will again begin to accrue to the bargaining unit member's maximum annual limit only. No retroactive credit will be given for the time when accrued personal leave was at the cap.

Section 8.5 - Usage

- a) When a bargaining unit member is ill, the bargaining unit member must telephone his/her supervisor or designee no less than one hour prior to the scheduled start time on the first day missed due to illness and each day of absence thereafter. The supervisor enters that PTO for the employee into the electronic timesheet.
- b) In the event a bargaining unit member cannot perform the basic functions of his/her job due to apparent illness or injury, the Employer may require the bargaining unit member to take PTO or leave without pay (at the bargaining unit member's option) to recover.
- c) Except in the event of illness, PTO will be taken at a time mutually convenient to the bargaining unit member and the Employer. All requests shall be submitted through the electronic timesheet to the bargaining unit member's supervisor; approval must be confirmed on the electronic timesheet by the supervisor.
- d) In the event a bargaining unit member has scheduled PTO in sufficient amounts to keep below the accrual cap defined above, and the bargaining unit member is not able to take the scheduled PTO because of a work-related emergency, the bargaining unit member will be allowed to carry over the excess PTO for six months, or to cash it out at the end of the six months if not used.
- e) Bargaining unit members shall submit requests for extended vacation time off (of one work week or more) no later than fourteen days prior to the requested time off. This needs to be done through the electronic timesheet. The Employer will approve or deny the request through the electronic timesheet within three days. If the request is denied, the reason(s) shall be provided in writing to the worker.
- f) Bargaining unit members who are at the maximum accrual limit for PTO shall submit requests for time off no later than fourteen days prior to the requested time off. The Employer will approve or deny the request in writing within three days. If the request is denied, the reason(s) shall be provided in writing to the worker and the employer will cash out the requested PTO in accordance with Section 8.4.
- g) PTO must be used before requesting time off without pay.

Section 8.6 - Eligibility for Overtime

PTO shall not be considered time worked for purposes of eligibility for overtime.

Section 8.7 - Verification of Absence for Medical Reasons

- a) After any absence due to illness or injury, the bargaining unit member shall update the electronic timesheet denoting the PTO time taken, or ask the supervisor to do so.
- b) The Employer additionally reserves the right to require written verification by the bargaining unit member's physician after the bargaining unit member has missed three (3) consecutively assigned work days. Such verification may be required whenever a bargaining unit member's absence record shows chronic absenteeism or a pattern of absences or whenever the Employer has reason to believe that an absence may not be related to illness or injury.
- c) At its expense, the Employer may require a bargaining unit member to visit a physician selected by the Employer in order to receive a report on whether the bargaining unit member is medically able to perform the essential functions of his/her position. If the report concludes that the bargaining unit member's condition does not warrant continued absence, the Employer or its designee, after giving notice to the bargaining unit member, may deny further paid leave.
- d) In the event the bargaining unit member's doctor disagrees with the Employer's doctor and the bargaining unit member wishes a third opinion, the two doctors will select a third doctor to examine the bargaining unit member and make the final decision. The Employer and the bargaining unit member will share the cost of the third examination.

Section 8.8 - Payoff

When a bargaining union member leaves employment, s/he will receive a payout of all accrued, unused PTO at the bargaining unit member's then-current rate of pay.

Section 8.9 - PTO Cashout

An employee may cash out a maximum of 80 hours PTO twice a year, as long as the employee has at least 80 PTO hours remaining.

ARTICLE 9 – HOLIDAYS

Section 9.1 - Recognized Holidays

The following 11 holidays are recognized for eligible employees:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
César Chávez Day	Christmas Day
Floater Holiday	

(The floating holiday can be taken any time during the calendar year upon approval of manager. This time must be taken within the calendar year. The time does not accrue; nor shall the bargaining unit member be paid that time if not used when they terminate employment with RCS.)

Section 9.2 - Observance

- a) Normally, bargaining unit members will follow their regular work schedule during weeks in which a holiday occurs.
- b) If a bargaining unit member does not work the holiday, and it was a scheduled work day, the bargaining unit member will receive eight hours of straight time pay. If the bargaining unit member's scheduled workday was longer than eight hours, s/he may make up the difference with PTO at his/her option.
- c) If the bargaining unit member works the holiday s/he will receive eight additional hours of pay at straight time and will be compensated at the rate of one and one-half (1 1/2) times the regular rate for hours worked.
- d) If the bargaining unit member does not work the holiday, and it was a scheduled day off, s/he will receive eight additional hours of pay at straight time.
- e) If the bargaining unit member has PTO scheduled for a holiday, eight hours of the time will be holiday pay and not charged to PTO.

Section 9.3 - Eligibility for Overtime

Time paid as holiday pay shall not be counted as time worked for eligibility for overtime.

ARTICLE 10 – HOURS OF WORK

Section 10.1 - General

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

The Employer will not unreasonably deny bargaining unit members' requests for flextime within the basic daily or weekly schedule, including meal and break periods if interrupted by work-related matters.

Section 10.2 - Work Week

The designated workweek is the seven (7) consecutive calendar days beginning Sunday at 12:01 a.m. and ending Saturday at midnight.

Section 10.3 - Schedules

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

Section 10.4 - Change of Schedule

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

Section 10.5 - Overtime

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

Section 10.6 - Meal Periods

Bargaining unit members working at least five (5) hours per day shall have a thirty (30) minute paid meal period for each eight (8) hours of work. Bargaining unit members scheduled to work on campus shall remain on the premises of the Employer during their paid meal breaks.

Section 10.7 - Rest Periods

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

Section 10.8 – On-Call Duty

On-call (as it relates to being available for work) is defined as the requirement to remain immediately available to report for duty to perform job duties or essential services as deemed by the Agency and as assigned by a supervisor or designee. On-call duty is in addition to and distinct from the normal work week.

Currently, RCS personnel who perform such duties do so on a volunteer basis. However, if the Employer doesn't get volunteers, management has the right to assign on-call assignments.

ARTICLE 11 – ORIENTATION PERIOD

Section 11.1 - Length

When a new bargaining unit member is hired into a position in the bargaining unit after July 1, 1998, s/he shall serve a six-month orientation period before achieving regular status in the position.

Section 11.2 - Application of Agreement

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

ARTICLE 12 – POSITION VACANCIES

Section 12.1 - Posting of Vacancies

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

Section 12.2 - Notice to the Union

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

Section 12.3 - Change of Shift

Bargaining unit members may request the opportunity to change to a different shift.

Section 12.4 - Transfers and Promotions

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

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

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

ARTICLE 13 – LEAVES OF ABSENCE

Section 13.1 - Leaves in General

- a. The Employer may exercise its discretion in granting unit member requests for leaves of absence consistent with requirements of this Article. Unit members

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

Section 13.2 - Unpaid Personal Leave of Absence

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

Section 13.3 - Family/Medical Leave

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

the loss of insurance coverage if the payment is over thirty (30) days late to the Employer.

- c. The parties shall follow all relevant provisions of the Family/Medical Leave Act.

Section 13.4 - Pregnancy-Related Disability Leave of Absence

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

Section 13.5 - Jury Duty

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

Section 13.6 - Bereavement Leave

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

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

Section 13.7 - PTO Donation Program

In the event of catastrophic illness, employees may participate in a PTO donation program per established agency procedures.

ARTICLE 14 – WORKERS' COMPENSATION

Section 14.1 - Eligibility

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

Section 14.2 - Personal Physician

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

Section 14.3 - Compensation

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

Section 14.4 - Temporary Modified Work Assignments

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

ARTICLE 15 – HEALTH AND SAFETY

Section 15.1 - Safe Work Environment

RCS agrees to promote the development of a safe work environment benefiting the staff and children and families in our care. The Employer will involve direct care staff at all levels as well as representation from the children and families in our care in developing a safe work environment. RCS commits to continually reviewing health and safety concerns to employees or clients as well as overall quality of care (see section 15.6 below).

Section 15.2 - Staffing

RCS shall develop a model of service for all programs as described in sections 3.2(e) and 3.2 (f) of the Collective Bargaining Agreement. Within the adopted model(s), service, safety and health will be promoted in part by establishing and maintaining adequate direct care staffing levels/ratios consistent with Best Practices in the industry, the values of the philosophies driving the program service model, as well as the applicable State and County licensing or other regulatory standards.

Section 15.3 - Backup

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

Section 15.4 - Communications Systems

RCS shall provide an adequate number of walkie-talkies and/or other communication tools to provide direct care staff working with children at any given time the ability to communicate the need for assistance and/or consultation.

Section 15.5 - Training

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

Section 15.6 – PQI Safety Committee

The Employer will develop, as part of its commitment to Performance and Quality Improvement (PQI), an incident review team involving direct care staff at all levels, as well as program, managerial and family and child representation. This committee will meet regularly to review incidents, including, but not limited to, staff and client safety and health matters. The committee will have the responsibility to evaluate incidents, assess the factors that caused the incident to occur; evaluate the response and recommended follow-up to actions taken in response to the incident. Furthermore, the committee will evaluate the impact of the recommendations made with respect to their effectiveness in improving the safety and health of children and staff. The committee shall include an equal number of management and bargaining unit employees in addition to other stakeholders who shall be a part of the committee.

The committee will report its findings and recommendations to the Performance and Quality Improvement (PQI) Steering Committee.

Section 15.7 - Disclaimer

A grievance claiming a violation of the collective bargaining agreement may be filed and pursued by the Union or an employee only for an alleged breach of a section of Article 15 that relates directly to an employee, but not in relation to any “client”, “child”, “children”, or “family;” nor claiming a violation of Section 15.2 (Staffing).

ARTICLE 16 – PERSONNEL FILES

Section 16.1 - One Official File

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

Section 16.2 - Bargaining Unit Member Access

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

A bargaining unit member desiring to review his/her personnel file must make a request for such review to the Human Resources Director. A Union steward may accompany the bargaining unit member to inspect his/her personnel file at the bargaining unit member's request. Human Resources will make available the bargaining unit member's personnel file on the premises of the Employer at a mutually convenient time for a Human Resources staff member and the bargaining unit member. The Employer shall require supervision of the review. Copies of documents in the personnel file may be requested. However, the Employer is only required by law to give copies to the employee of those documents signed by the employee.

Section 16.3 - Limitation

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

ARTICLE 17 – DISCIPLINE

Section 17.1 - Just Cause

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

Section 17.2 - Progressive Discipline

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

unit member's conduct or performance falls within the scope of unacceptable conduct or performance as described in Section 17.7 below.

Section 17.3 - Forms of Discipline

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

Section 17.4 - Notice and Process

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

Section 17.5 - Personnel Files

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

Section 17.6 - Response to Discipline

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

Section 17.7 - Causes for Discipline

The parties agree that the following are examples of unacceptable conduct and performance, which are appropriate for discipline up to and including termination, consistent with other sections of this article.

- a. Physical, emotional or verbal abuse of a client, client family or fellow employee.
- b. Leaving residents unattended while on duty, except in situations where good child care practices allow for decreased supervision.
- c. Negligent, reckless or intentional endangerment of the safety of a client, client family or fellow employee.
- d. Sexual or other unlawful harassment.
- e. Negligent, reckless or intentional conduct leading to the damage of the property of others.
- f. Unauthorized removal, unauthorized possession or theft of property.
- g. Any intentional falsification of an employee's personnel or payroll/timekeeping records or reports made in the normal course of the Employer's operation.

- h. Possession, distribution, sale, transfer, or use of (or being under the influence of) alcohol or illegal drugs in the workplace.
- i. Fighting or threatening violence in or related to the work place, employees, clients or their families.
- j. Insubordination.
- k. Possession of dangerous or unauthorized materials, such as explosives, firearms or other weapons in the workplace.
- l. Excessive absenteeism or absence without notice for two or more days except where the bargaining unit member can prove that notification is impossible. It is expected that verbal and/or written warnings will precede more serious disciplinary action where a bargaining unit member is excessively absent.
- m. Unauthorized absence from assigned work location during the paid work period.
- n. Documented unsatisfactory work performance.
- o. Conduct which is illegal, or in violation of the regulations governing the Employer's operation, or which is contrary to those regulations.
- p. Any conviction of any law which may impact the ability of the bargaining unit member to perform his/her job responsibilities or the Employer's ability to provide services or obtain funding.
- q. Violation of safety, health or other Employer guidelines, policies and procedures which the Employer has established (and which bargaining unit members will have the opportunity to review) to insure the Employer's orderly operation. A warning may precede more severe disciplinary action, depending on the circumstances. In the event the Employer establishes new guidelines, policies or procedures during the term of the Agreement, the Employer will give the Union notice and an opportunity to meet to discuss the changes.
- r. In the event that any bargaining unit member fails to acquire the clearance, certification, or licensure required by a funding source or state or federal rules and regulations within any specified period, the bargaining unit member shall be deemed to have resigned.

Section 17.8 - Action by Regulatory Agency

In the event a regulatory agency notifies the Employer that the Employer is required to remove a bargaining unit member from the workplace or restricts the bargaining unit member from contact with clients, such directive shall be cause for termination. The Employer will notify the bargaining unit member of the direction given to it by the regulatory agency and provide the bargaining unit member the information provided to it by the regulatory agency unless restricted from doing so by the agency or law. Should the bargaining unit member resolve the issue with the regulatory agency which led to the bargaining unit member's termination, the bargaining unit member may apply and will be considered for re-employment.

Section 17.9 - Alcohol and Drug Policy

The Employer complies with the Drug-Free Workplace Act and is committed to providing an environment for clients and bargaining unit members that is free of alcohol and unauthorized drugs. Unauthorized drugs include illegal drugs, prescription drugs not used by the patient in compliance with the prescription, and over-the-counter drugs

not used in compliance with the directions for such drugs. The Employer will not tolerate the unlawful manufacture, distribution, possession or use of alcoholic beverages or unauthorized drugs by bargaining unit members while on duty or on the Employer's property. While on duty, bargaining unit members may not be under the influence of alcohol or unauthorized drugs.

Section 17.10 - Union Representation

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

ARTICLE 18 – BARGAINING UNIT MEMBERS EVALUATIONS

Section 18.1 - Frequency of Evaluation

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

Section 18.2 - Form and Purpose of Evaluations

- a) Performance evaluations shall be in writing on the forms used by the Employer. If the Employer decides to revise its evaluation forms, the Employer will solicit input from the Union before implementing any changes.
- b) The purpose of performance evaluations shall be to review and assess performance, clarify current job responsibilities, and discuss future goals, including areas for improvement, and opportunities.

- c) Performance evaluations shall be discussed and signed by both the bargaining unit member and the supervisor. The unit member's signature on the evaluation, however, shall not necessarily indicate agreement with the contents of the evaluation, but that the bargaining unit member has been provided the opportunity to review the evaluation. In the event a bargaining unit member has objections to signing the evaluation, the supervisor shall note "declined to sign" and initial the evaluation form. No disciplinary action will be taken against the bargaining unit member for declining to sign the performance evaluation form. Bargaining unit members shall have the right to receive a copy of any performance evaluation placed in their personnel file.
- d) Performance evaluations may be used to support disciplinary action.
- e) A bargaining unit member's supervisor will make a reasonable attempt to advise the unit member of performance problems before issuing a performance evaluation with any "unsatisfactory" ratings.

Section 18.3 - Registering Disagreement

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

Section 18.4 - Union Representation

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

ARTICLE 19 – LAYOFFS

Section 19.1

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

Section 19.2 - Notice of Layoffs

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

layoff. However, an agreement between the Employer and the Union is not required or necessary in order for the Employer to implement the layoff.

Section 19.3 - Definition of "Seniority"

For this article, "seniority" means hours of service (not counting overtime) in a position and/or job family as listed in Article I. Bargaining unit members have seniority in all job families where they held regular status. "Hours of service" in a job family means hours paid in that position within the job family, plus hours paid in any higher position within the job family.

Section 19.4 - Order of Layoff

Provided skills, qualifications, ability and performance level are approximately equal, as determined by the Employer's objective evaluation of those factors, layoffs in any job family shall be carried out in inverse order of seniority.

Section 19.5 - Placements Instead of Layoff

A bargaining unit member who is laid off may claim a vacancy or bump the least senior bargaining unit member from a position in a job family formerly held by the laid-off bargaining unit member provided the skills, qualifications, ability and bargaining unit member performance level are approximately equal, as determined by the Employer's objective evaluation of those factors.

Section 19.6 - Recall from Layoff

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

Section 19.7 - Conditions during Layoff

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

Section 19.8 - Severance Pay

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

Section 19.9 - Use of Article I

The Employer shall refer to Article I in this contract for the purpose of placements due to layoffs as outlined in Section 19.5, and recalls from layoff as outlined in Section 19.6.

ARTICLE 20 – NO DISCRIMINATION / HARASSMENT

Section 20.1 - Bargaining Unit Member Status

The Employer is an affirmative action/equal opportunity employer.

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

Section 20.2 - Employment of Relatives

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

Section 20.3 - No Harassment

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

- a) Unlawful harassment in any form is prohibited, including but not limited to:
- b) Verbal conduct such as epithets, derogatory comments, slurs or unwanted sexual advances, invitations or comments.
- c) Visual conduct/contact such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, drawings, cartoons, or posters.
- d) Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work directed at an employee because of sex, race or any other protected bases.

- e) Threats or demands to submit to sexual requests in order to obtain a job or keep a job or to avoid some other loss or obtain some other job benefit in return for sexual favors.
- f) Retaliation for having reported or having threatened to report unlawful harassment.

Section 20.4 - Consensual Coworker Relationship Agreement

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

ARTICLE 21 – EFFECT OF AGREEMENT

Section 21.1 - Savings

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

Section 21.2 - Full Understanding

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

ARTICLE 22 – NO CONCERTED ACTIVITIES/NO LOCKOUT

Section 22.1

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

Section 22.2

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

Section 22.3

It is agreed and understood that any unit member violating this Article and this Agreement may be subject to disciplinary action, up to and including discharge.

ARTICLE 23-TERM OF AGREEMENT

This agreement shall be effective as of July 1, 2010 and shall continue in full force and effect until June 30, 2013. The re-openers shall be as follows:

- September 2010 for the purpose of negotiating benefits
- January 2011 for the purpose of negotiating wages
- September 2011 for the purpose of negotiating wages and benefits
- September 2012 for the purpose of negotiating wages and benefits

This agreement supersedes all preexisting agreements currently in force. However, either party may serve written notice on the other at least sixty (60) days prior to June 30, 2013 of its desire to terminate, continue or modify the provisions contained herein.

Date: 8/18/10

For the Union:

Del Mallory
Del Mallory, Internal Organizer

Marilyn Castro

Julio Villareal

Reggie Grimes

For the Employer:

Kathy Schober
Kathy Schober, Director of HR

Robert Smith
Robert Smith, Chief Operations Officer

Jennifer Grier
Jennifer Grier, Community Services Director