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COLLECTIVE BARGAINING AGREEMENT

between

DISABILITY COMMUNITY RESOURCE CENTER

and

ASSOCIATION OF PROFESSIONAL DISABLED SERVICES EMPLOYEES

May 1, 2018 to April 30, 2021

DISABILITY COMMUNITY RESOURCE CENTER,
the Employer
12901 Venice Blvd., Los Angeles, CA 90066

ASSOCIATION OF PROFESSIONAL DISABLED SERVICES EMPLOYEES,
the Collective Bargaining Agent
10586 West Pico Blvd., #145, Los Angeles, CA 90019

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AGREEMENT

This collective bargaining agreement ("CBA"), made and entered into as of Month 1, 2017, by and between the DISABILITY COMMUNITY RESOURCE CENTER ("DCRC" or "Employer") and ASSOCIATION OF PROFESSIONAL DISABLED SERVICES EMPLOYEES ("APDSE" or "Union"), collectively referred to herein as "the Parties." The parties mutually agree that in the event that the CBA conflicts with the DCRC Employee Manual and/or any other policies of DCRC that this agreement supersedes.

ARTICLE 1. UNION MATTERS

Section 1. Union Recognition.
The Employer hereby recognizes the Union as the sole certified collective bargaining agent by Region 31 of the National Labor Review Board and representative of regular staff in the following positions:

- Assistive Technology Specialist
- Personal Assistance Specialist I, II
- Benefit Appeals Specialist
- Benefits Counselor
- Community Services Specialist
- Comprehensive Services Specialist I, II,
- Housing Specialist
- Information and Referral Specialist
- Job Developer I, II
- Mental Health Peer Support Specialist for Client Run Services
- Mental Health Peer Support Housing Specialist for Client Run Services
- Peer Counselor
- Peer Support Employment Specialist
- Empowerment Specialist
- Receptionist
- Santa Monica Outreach Coordinator
- Santa Monica Outreach Specialist
- Santa Monica Community Services and Outreach Specialist
- Systems Change Advocate
- VIVA Employment Billing/Clerical Assistant
- West Hollywood Comprehensive Services Specialist II

The Union and the Employer agree that the bargaining unit shall exclude all management employees, supervisors, security guards, and workers who provide support services directly to individual employees for the purpose of providing a reasonable accommodation for a disability.

Section 2. Union Security, Fees and Dues.
All non-probationary employees in the above classifications shall be required to pay periodic dues and initiation fees as a condition of employment with DCRC. The Employer shall deduct periodic (1) initiation fees, (2) union dues and (3) reinstatement fees from the regular monthly wages of employees employed in this bargaining unit and submit monies collected to the Union on a quarterly basis after the Employer receives the employee's written authorization permitting the collection of Union fees from their regular wages.

Employees may elect to revoke the authorization for deduction of Union dues at any time with 30 (thirty) calendar days written notice provided to the Employer and the Union. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Agreement.

ARTICLE 2. JOB DESCRIPTIONS

Section 1. Job Descriptions.
Each newly hired or promoted employee shall be provided a copy of their job description in their initial orientation or on the first day of their employment to a newly promoted position. Job descriptions shall be available for any employee within the bargaining unit to review upon submission of a written request that is provided to the Employer.

The Employer shall be permitted to assign work to employees outside of their job description provided that such work shall not constitute more than 50% of the employee's working time in any month and that the employee has the requisite job qualifications, training and/or experience as set forth in the employee's job description to perform the job or task assigned. The work outside of the work classification shall not increase or decrease the total work output required by the Employer.

When a job description is changed substantially, the newly proposed job description shall be provided to the Union before implementation with an opportunity to bargain regarding any proposed changes in job duties.

Section 2. Outreach Requirements.
All bargaining unit members are required to do three (3) hours of outreach per quarter (3 months) for a total of 12 hours a year based on DCRC's fiscal year. At least one (1) hour each quarter must devoted to providing a substantive presentation to a group of 5 more people (for example, community members, partners, or potential funders). The other two (2) hours can be satisfied by

representing DCRC at a resource fair or other similar community event. Time needed for travel, planning and preparation is separate and is not included in the three (3) hour minimum. The outreach requirement is inclusive to the bargaining unit member's job classification.

Topics for the substantive trainings will include but are not limited to the following: disability rights laws (for example, the ADA, IDEA, Developmental Disabilities Services Act, the Rehabilitation Act and federal voting accessibility laws), access to transportation, access to affordable and accessible housing, principles/philosophy of independent living, hiring and management of personal care services and government benefits). The substantive topics should be related to the bargaining unit member's job classification. Bargaining unit members will be trained on how to provide effective outreach presentations and will be given feedback by their supervisors on how they can improve their skills.

Section 3. Initial Interviews.
All bargaining unit members will be continuously trained and expected to conduct initial interviews with community members. As a part of initial interview process bargaining unit members will collect all information requested by DCRC and complete all documentation required by DCRC. This includes the collection of information and completion of documentation as required for all grants including but not limited to grant with: the Administration for Community Living, the California Department of Rehabilitation, the Department of Mental Health, the Pacific ADA Center, the Office of Violence Against Women, and any contracted city within the Los Angeles County.

Section 4. Transportation Assistance.
All bargaining unit members will be trained on an annual basis in the distribution of transportation assistance to community members. After being trained, all bargaining unit members will be expected to develop transportation goal(s) with community members and distribute transportation assistance to community members. Transportation assistance is inclusive in the job descriptions for all bargaining unit members.

ARTICLE 3. UNION AND EMPLOYER RIGHTS

Section 1. Nondiscrimination.
Neither the employer nor the Union will discriminate or retaliate against any employee based on any activity or characteristic protected by federal, state or local law or ordinance.

Section 2. Bulletin Board and Union Activity.
No Employee shall engage in any Union activity, including the distribution of

literature, which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time, except as provided in this Agreement.

The Employer shall provide a bulletin board which shall be used for the purpose of posting proper Union notices. The bulletin board shall be placed in the Employer's kitchen and readily accessible to workers in the course of their employment.

Section 3. New Hires within the Bargaining Unit.
The Union shall have up to fifteen (15) minutes to speak with any newly hired member of the Bargaining Unit after the orientation scheduled by DCRC for any new employee during worktime. The Union shall have the right to provide paperwork including but not limited to Union Membership Cards during the employee orientation.

The Employer shall provide the Union with notice of employment of any newly hired Regular employee performing the duties of the bargaining unit within five (5) business days of the employment of the new Employee. The Employee's name, mailing address, hire date, and salary shall be provided to the Union upon five (5) business days of the employment of any new regular employee hired by DCRC.

Section 4. Access to the Premises.
A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union and/or Employees for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter the premises of the Employer for this purpose, he/she shall provide one (1) business day notice of the date and time of the visitation via email to the Executive Director or designee. The Employer will provide the Union with notice of general meetings of the DCRC Board of Directors.

Section 5. Surveillance of Union Members.
The Employer is permitted to have indoor and outdoor security cameras so long as they are not used for the unlawful purpose of surveilling activities protected by the National Labor Relations Act, subject to grievance and arbitration.

Section 6. Union Steward's Role.
The Union may install one (1) steward. For one (1) year from the commencement of this agreement and providing that the steward is a current regular employee, the Employer will compensate the employee up to two (2) hours a month without loss of pay if they perform the following duties during their regularly scheduled work hours at their regular rate of pay:

(A) To present grievances to management representatives;
(B) To attend any meetings between the Union and the Employer; and
(C) To represent an employee during a disciplinary interview.

Stewards shall not cancel appointments, sessions, etc. with members or outside agency representatives to conduct union activities except with approval from their supervisor. Stewards must provide documentation of their activities and hours to the Executive Director within the pay period. The steward shall not work overtime to perform union related activities.

Section 7. No Strike, No Lockout.
During the term of this Agreement or extension thereof, the Union shall not engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer.

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

In addition to any other liability, remedy, or right provided by applicable law or statute, should any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

(1) Publicly disavow such action by the Employees and/or Union members.
(2) Advise the Employer in writing that such action by Employees or Union members has not been called or sanctioned by the Union.
(3) Notify Employees and/or Union members of its disapproval of such action and instruct such Employees and/or Union members to cease such action and return to work immediately.
(4) Post notices on the Union bulletin board advising that it disapproves such action, and instructing Employees to return to work immediately.

The Employer agrees to hold the Union harmless for violations of this section provided that the Union complies with the above four points.

The Employer agrees that it will not lock out Employees during the term of this Agreement. This section shall not apply in the event that the Employer refuses to

comply with a final order from an arbitrator or a court order compelling arbitration or refuses to participate in the grievance process below when properly invoked by the Union.

Section 8. Management Rights.
Management of DCRC is vested exclusively in the Employer. Except as otherwise provided in this Agreement, Union agrees that the Employer has the right to make and implement decisions relating to areas including, those enumerated below.

Examples of the rights reserved solely to the Employer, the Employer's administration, its agents and officials include the right:

1. To establish the Employer's missions, programs, goals, objectives, activities, and priorities;
2. To plan, supervise, direct and control the use of resources to achieve the Employer's missions, programs, goals, objectives, activities, and priorities;
3. To develop, implement and administer affirmative action programs;
4. To establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on provided that the Employer gives five (5) working days' notice and the opportunity to bargain before implementation of any of the above within the five (5) period;
5. To introduce new or improved methods, procedures, programs, equipment, or facilities or change or eliminate existing methods or procedures, equipment, or facilities;
6. To determine the location or relocation of the business, reorganization, or ceasing operations; to determine where employees shall work; or subcontract all or any portion of any operation so long as the purpose of the decision to subcontract is not implemented as a means to displace employees covered under this Agreement;
7. To assign, reassign, and schedule work; to determine the need for overtime when implemented for a legitimate business purposes;
8. To establish the size, composition, and qualifications of the work force;
9. To recruit, hire, develop, train, evaluate, promote, transfer, demote, or layoff limited appointment, career, or probationary employees except as otherwise provided in this Agreement;
10. To establish, modify, and enforce standards of performance, conduct, and safety for employees; and to determine the process by which employee performance is evaluated except as otherwise provided in this Agreement;
11. To reprimand, suspend, release, or otherwise discipline or discharge employees for misconduct or failure to perform satisfactorily except as otherwise provided in this Agreement;

12. To maintain safety standards and programs except as otherwise provided in this Agreement;
13. To determine and change job classifications, as stated in Article 1, section 2, and job descriptions;
14. A name change of the Employer's business shall not constitute a change of ownership.

The above enumerations of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the Employer be construed to mean that any right is waived.

No action taken by the Employer with respect to the above management rights shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 4. DEFINITION OF EMPLOYEES

Section 1. Regular Full-time Employee.
A regular full-time employee is one who is employed in a job position within the bargaining unit and who is regularly scheduled to work thirty (30) or more hours per week. A regular full-time employee is covered by all terms and conditions of this Agreement.

Section 2. Regular Part-time Employee.
A regular part-time employee is one who is employed in a job position within the bargaining unit and who is regularly scheduled to work less than thirty (30) hours per week. When eligible, a regular part-time employee will be paid for holiday, paid time off (PTO) or sick leave on a pro-rated basis, based upon his/her regular schedule, not including extra hours which may be worked from time to time; and in accordance with the requirements set forth elsewhere in this Agreement. A regular part-time employee is covered by all terms and conditions of this Agreement.

Section 3. Temporary Employees.
A temporary employee is one who is employed in a job position within the bargaining unit to work for not more than one hundred and sixty (160) continuous days, except to cover for an employee absent on an approved leave. Temporary employees shall not receive benefits including holidays, PTO or sick leave, unless otherwise agreed by the parties or required by law. Employees that are hired with the express understanding that they are retained to temporarily perform the job duties of any employee on leave are not subject to the rights and privileges set out in this Agreement. The

Employer agrees that temporary employees, independent contractors, and disability support service workers shall not be used for the purpose of displacing regular employees covered under this Agreement.

ARTICLE 5. REASONABLE ACCOMMODATION

Section 1. Reasonable Accommodation.
The employee shall submit a written request for reasonable accommodation to their immediate supervisor or if the immediate supervisor is not available, the Executive Director. Examples of reasonable accommodations may include: restructuring a job; modifying a work schedule; reassignment to another position for which the employee is qualified; or acquiring and/or modifying equipment.

Employer shall provide notice to the Union of a reasonable accommodation requested by an employee. The Employer shall notify the Union when the reasonable accommodation is provided.

ARTICLE 6. CHANGES IN STATUS

Section 1. Probation Period.
Newly hired employees shall be on probation during their first six (6) months of employment, excluding unpaid leave time. The probationary period may be decreased, or extended for up to two thirty (30) calendar day periods by the Employer, within the Employer's complete discretion with written notice provided to the Union. Probationary employees accrue PTO and sick leave during the probationary period. Employees are eligible for all health insurance coverage upon sixty (60) days of continuous employment. Employees can use accrued sick leave beginning with the ninety first (91st) day of probation. PTO may not be used until the employee completes probation. Employees are not covered by the grievance procedure during the probationary period. Union initiation fees and regular periodic Union dues shall not be deducted from the Employees' wages while serving their probationary period.

Upon completion of probation, and/or 6 months of continuous employment, whichever are more, all Regular employees employed to perform work within the bargaining unit are eligible for all employee benefits enumerated in this Agreement.

Section 2. Lay-Off and Recall.
Except where otherwise provided in this agreement, the Employer has the sole, non-grievable, non-arbitrable right to determine when temporary, emergency or indefinite layoffs shall occur. If, in the judgment of the Employer, a lay off is necessary, staffing levels will be reduced in accordance with this section.

The Employer shall determine the unit of layoff and which positions are to be subject to layoff. When the Employer determines that there is to be a layoff within the bargaining unit, it shall give the employee and Union as much advance notice as possible (but no fewer than ten (10) working days. In the case of a reorganization or retrenchment necessitating layoff or transfers, the bargaining unit members employee's skills, past job performance, and ability to perform the remaining/other jobs will be the primary consideration and seniority shall be second.

Section 3. Benefits.
Provided that DCRC maintains its current level of funding and/or barring any unforeseen emergencies or urgent situations, the Employer agrees to contribute the current level of funds towards benefits selected by bargaining unit members from the cafeteria of benefits offered by the Employer, including without limitation (1) medical insurance (including dental and vision), (2) short-term disability insurance policy, (3) long-term disability insurance policy, (4) life insurance and (5) the 403(b) retirement plan. Prior to the expiration of the contract with the benefits broker, the Employer shall bargain with the Union over the decision to change brokers.

Section 4. Severance.
Upon three years of service to DCRC any covered employee subject to this Agreement shall be eligible for severance benefits equal to a one-time payment that reflects 1 week of salary per year of service up to a maximum of 16 weeks if discharged without cause and one month of continued insurance coverage. Any employee terminated for cause is not eligible for severance benefits.

Section 5. Seniority Defined.
Seniority shall be defined as the employee's length of service measured from the employee's last date of hire (day, month and year of last employment). Seniority and the employment relationship shall be broken by:

- Voluntary resignation,
- Discharge,
- Failure to return from a leave of absence,
- Failure to return from lay off with forty-eight (48) hours' notice, unless unavoidable circumstances prevent the employee's return within the specified forty-eight (48) hours (in such cases the employee must notify the employer as soon as possible);
- A layoff twelve of (12) months' duration; or
- A disability leave (total paid and unpaid time off) of more than four (4) months' duration subject to reasonable accommodation policies as outlined in applicable employment and discrimination laws.

Section 6. Seniority: Promotional Considerations, Lay-off, Professional Development and Reclassifications.
Seniority shall be considered as a secondary employment consideration subject to the primary consideration of the employee's skills, abilities and job performance, in the following circumstances:

- Lay off,
- Promotional considerations,
- Opportunities for professional development including training, attendance at professional conferences, or allocating time off for purposes of professional development [i.e. authorizing a leave of absence for purposes of completing a professional certification or course of study].

ARTICLE 7. COMPENSATION

Section 1. Wages.
In accordance with state and federal law, all employees subject to this Agreement shall be classified as hourly employees and paid based on hours worked, unless otherwise agreed by the parties. The wages are set forth in Appendix A and are incorporated by reference to this Agreement.

Appendix A sets out four (4) pay grades [Receptionist, Independent Living Specialist I, II, III] for purposes of establishing the compensation of the bargaining unit and of transitioning the employees to their pay grades.

- Receptionist
- Independent Living Specialist I (general and/or area of expertise)
- Independent Living Specialist II (general and/or area of expertise)
- Independent Living Specialist III (general and/or area of expertise)

Section 2. Competency Evaluations for Comprehensive Services Specialist Positions.
The Employer will provide competency evaluations for staff eligible to convert their positions to Independent Living Services Specialist I, II, III. The Employer will solicit feedback from the Union on the competency evaluation procedures. The Employer will provide competency evaluations of employees under this Agreement within a year or at the Employer's discretion on a quarterly basis.

Section 3. Merit-Based Pay Increases.
Merit-based pay increases shall be considered annually. The Employer will DCRC will provide a $.25 merit increase if the bargaining unit employee meets

the merit increase criteria as described in the collective bargaining agreement. The Employer shall take into consideration the below criteria when awarding merit-based pay increases:

a) Seniority,
b) Experience,
c) Education and/or professional certifications,
d) Fulfillment of performance expectations, goals and/or outcomes,
e) Commendations from members, coworkers, management, and colleagues,
f) Continuing education and involvement in outside activities connected to the work performed,
g) Disciplinary actions, and,
h) Any other relevant information.

The Employer has no obligation to provide merit increases.

Section 4. Transition from Salaried to Hourly Wages.
All employees subject to this Agreement who are not already hourly employees shall be transitioned from salaried to hourly employees within sixty (60) days of the signing of this Agreement.

Section 5. Cost of Living Adjustment (COLA).
During years two and three of this Agreement, the base salaries of all Union members shall be adjusted to provide for a cost of living increase based on the percentage increase (if any), capped at a maximum of 2% in the Consumer Price Index for all urban consumers, prepared by the US Bureau of Labor Statistics. COLA increases shall be provided based on current levels of funding.

Section 6. Mileage.
Employer shall reimburse mileage in the event the employee is required to use their personal vehicle for work purposes. Reimbursement will be paid at the IRS rate and be provided as long as the employee follows the reimbursement procedures as indicated in the Employee Handbook.

ARTICLE 8. PROFESSIONAL DEVELOPMENT

Section 1. Professional Time.
Professional time off may be granted for educational, informational or training sessions related to the further development of the Employer's program and/or the enhancement of the employee's professional standing subject to the Employer's good faith discretion. This requires the prior written approval of the Supervisor and is granted when the budget and time constraints of the Employer permit, subject to the Employer's good faith opinion. The Supervisor shall determine the

decision as to whether professional time off offered is with or without pay.

Section 2. Performance Improvement Plans.
When the employee's performance, attendance, or behavior is unsatisfactory, the supervisor will advise the employee of the issue(s) and give him/her an appropriate opportunity to improve to an acceptable level through the Performance Improvement Process, using the Performance Improvement Plan (PIP) and the PIP form, appendix C incorporated by reference. When a supervisor determines there is an unacceptable performance, attendance, or behavior issue(s) with the employee, the supervisor shall document the issue(s) and required change(s) in a PIP and share the plan with employee in a face-to-face meeting. DCRC will provide the Union with a copy of the completed PIP. The employee shall sign the PIP to acknowledge receipt.

Should the employee's performance, attendance, or behavior fail to improve as specified PIP, the employee will be subject to further action, up to and including termination. A PIP may be provided following the issuance of a verbal and written warning. A PIP is not considered a disciplinary action.

The Employer encourages supervisors to use proactive and progressive action whenever possible to improve performance; however, depending on the nature, frequency, and severity of the issues, and an employee's work history, a supervisor has the freedom to determine what progressive actions are necessary and to take the action deemed to be appropriate under the circumstances.

ARTICLE 9. PROMOTIONAL OPPORTUNITIES

Section 1. Promotional Opportunities.
The Employer shall post promotional opportunities internally for 5 business days before releasing the employment posting externally. Promotional opportunities shall be posted in a conspicuous place and emailed to all current staff and the Union President.

Section 2. Qualifications and Promotional Opportunities.
In establishing appropriate promotional opportunities, DCRC shall consider the employment-related metrics identified below in Article 5, section 4.

ARTICLE 10. PAID TIME OFF

Section 1. Transition to Paid Time Off (PTO).
Within thirty (30) days of this agreement, the ETO offered by the Employer will terminate and employees will be eligible for Paid Time Off (PTO). After the date of this signed Agreement, all employees may keep the total amount of ETO that

they have previously earned and it will be converted to PTO as of the date of this signed Agreement.

Section 2. Use of Paid Time Off.
The Employer offers eligible employees PTO from work. PTO may be used for vacation, personal days, or other purpose, with prior approval. Full-time employees are entitled to accrue up to 120 hours of PTO in a 12-month period of continuous employment. Full-time employees will accrue 5 hours of PTO per semi-monthly pay period. Part-time employees will accrue PTO on a pro-rated basis. If a full-time employee's schedule changes and he/she consistently works less than 40 hours per week over two pay periods, the Employer will prorate the employee's PTO accrual rate. For example, if an employee who works 75 percent time (30 hours per week) has an accumulation maximum of 90 hours (75% of 120 = 90). Any employee who wishes to use PTO must complete the appropriate form and submit it for approval to their direct supervisor prior to scheduling any time off.

The Employer shall not unreasonably withhold approval of PTO to the extent that a bargaining unit employee provides their supervisor with at least one (1) calendar weeks' notice of intent to schedule time off in accordance with the above.

Employees employed for five (5) consecutive years from the date this agreement is implemented shall accrue PTO at a rate of seven hours per semi-monthly period. Employees employed for ten (10) consecutive years from the date this agreement is implemented shall accrue PTO at rate of nine hours per a semi-monthly period.

All employees are required to use accrued PTO to cover approved absences, unless otherwise required by law. PTO will be deducted from a bargaining unit member employee's accrued PTO balance in one hour increments to cover the absence.

An employee whose employment terminates will be paid for accrued and unused PTO as wages at their final rate of pay.

Section 3. Accrual of Paid Time Off.
All full-time employees will begin accruing PTO after 60 days of continuous work with the Employer and continue accruing PTO thereafter unless interrupted by a leave of absence or termination of employment. Upon return from an unpaid leave of absence, they will begin accruing PTO again.

All Regular employees will stop accruing PTO when they have accrued 120 hours of PTO. Any previously accrued ETO will be counted towards the 120 hours of PTO. Once this maximum accrual amount has been reached, no additional PTO will be earned until previously accrued PTO is used. There will be no retroactive grant of PTO for the period of time that the accrued PTO accrual was at the maximum accrual amount.

ARTICLE 11. SICK TIME

Section 1. Eligibility for Sick Time.
All Regular full-time and part-time employees employed as of the date of this signed agreement are immediately eligible for three (3) sick days. All new Regular full-time and part-time employees hired after the date of this signed agreement are eligible for three (3) sick days after the 120th day of employment.

Section 2. Sick Time Generally.
Sick days are not interchangeable with PTO and cannot be added to PTO or DCRC holidays to extend the time off, unless in the case of an approved disability leave. Employees may not receive pay in lieu of sick days, nor will they be paid for any unused sick days upon termination of employment with the Employer.

Section 3. Sick Leave Accrual.
Employees will accrue one hour of paid sick leave for every 30 hours worked. Paid sick leave will carry over from year to year, with a cap on accrual of 48 hours (or six days).

Section 4. Use of Sick Time.
Sick time can be used by eligible employees when they are ill, need to care for an ill family member, and for medical appointments. Employees who work at least 30 days in a year are eligible to receive paid sick leave. Employee can begin using accrued sick leave once they have worked for 120 days.

Employees shall notify the employer of nonemergency medical appointments at least one (1) week in advance of the medical appointment if the appointment falls within the employee's regularly scheduled hours. Employees who intend to take sick time for an unplanned absence must notify their supervisor by phone, text or email at least one hour before the start of their work day. Employees that are unable to provide notice of their absence because of exigent circumstances pertaining to the illness or medical emergency may be excused from the above notice requirement. Employees who are out ill for three (3) consecutive days will need a doctor's note to verify the illness and authorize that they are fit to return to work. Employees are limited in their use of sick leave to 48 hours (or six days) per year. Employees shall take sick leave in at least one (1) hour increments.

Employees may take sick leave for their own health condition or the health condition of a family member, including preventative treatment. "Family member" is defined broadly and includes a spouse, domestic partner, parent, child, step-child, parent-in-law, grandparent, grandchild, and sibling. Bargaining unit member employees may elect to invoke their right to a leave if they are victims of domestic violence, sexual assault, or stalking, for purposes of treatment for alcohol or drug dependency. Employee leave that is otherwise defined by state or federal law shall not be affected by the terms of this Agreement.

Employees shall not receive a pay out of accrued sick leave when their employment ends. However, if an employee leaves and is rehired within one year, accrued sick leave will be reinstated.

ARTCILE 12. HOLIDAYS

Section 1. Holidays Observed by the Employer.
All Regular full-time and part-time employees are eligible to receive holiday pay after completion of the probationary period. Regular full-time employees will receive 8 hours of holiday pay at their normal rate of pay. Holiday pay will be pro-rated for regular part-time employees.

If a Regular employee is required to work on the holiday, and the time has been preapproved by his/her supervisor, the employee will receive his/her normal holiday pay plus he/she will be compensated at his/her regular rate of pay for any hours worked on the holiday.

The following are holidays observed by the Employer:

- New Year's Day
- Martin Luther King Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Veteran's Day
- The Friday after Thanksgiving
- Christmas Day
- The Day after Christmas Day
- Personal Holiday (must be taken within the calendar year)

If any holiday falls on a weekend day, it will be observed on the preceding Friday or the following Monday. Employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless they are absent with prior approval from their manager. Employees' PTO will not be deducted for any holiday that falls during their scheduled PTO usage. Holidays will not be paid to employees on an unpaid leave of absence.

ARTICLE 13. EMPLOYEES LEAVES OF ABSENCE

Section 1. Family Medical Leave.
The Employer shall provide medical leave up to 12 weeks, excluding intermittent leave, to any covered bargaining unit member in manner similar to the Family Medical Leave Act ("FMLA") in accordance 29 U.S.C. § 2611 et al. with upon completion of one (1) consecutive year of employment.

Section 2. Bereavement Leave.
Employees employed consecutively for one year shall be eligible for three (3) days of paid bereavement leave to attend a funeral for any immediate family member as defined above in this Agreement.

Section 3. Jury Duty.
The first five (5) days of jury duty per calendar year shall be served with pay. Employees are not required to use PTO or sick time when called to jury duty. Employees covered by this Agreement shall provide their direct supervisor with documentation including jury summons before receiving payment for juror service. The Employer shall not credit juror fees and mileage toward paid time as provided above.

ARTICLE 14. WORKING HOURS AND OVERTIME

Section 1. Regular Hours of Work.
The regular workweek shall consist of forty (40) hours. Employees are required to keep track of their hours worked, including actual time on meal and rest breaks, on the time keeping system designated by the Employer. The regular workday shall consist of eight (8.0) hours to be worked between 8 a.m. and 6 p.m.

Section 2. Lunch and Rest Breaks.
Each employee shall be required to take a lunch break between 11:00 am and 2:00 pm. Lunch breaks shall be unpaid. Each employee will take a lunch break of one (1) hour during the regular workday unless they are approved by their supervisor to take a shorter lunch break. Employees shall take a paid ten minute rest break every four (4) hours of work or major fraction thereof.

Section 3. Overtime Pay.
Employees must have all overtime hours authorized, in writing, by their

supervisor prior to working any such overtime hours. Any and all work performed in excess of eight (8) hours in one day or forty (40) hours in one (I) week shall be paid at one and one-half times (1.5) the regular hourly rate and work performed in excess of 12 hours a day shall be paid at two times the regular pay.

ARTICLE 15. DISCIPLINE

Section 1. Employer's Right to Discipline.
The Employer shall have the right to discharge, suspend, or discipline any Employee for just cause. A non-probationary employee who feels s/he has been unjustly disciplined or discharged shall have the right to grieve such action in writing. If the employee needs assistance to submit a written grievance, they may make a request to the Union or the Employer, as they deem appropriate.

Section 2. Notification of Discharge or Suspension.
The Employer shall notify the Union in writing of any discharge or suspension within two (2) business days from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within ten (10) working days from the date of receipt of notice of discharge or suspension. In such an event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at step ii of the grievance procedure. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

Section 3. Representation at an Investigatory Meeting.
A regular non-probationary employee shall have the right of representation at any scheduled investigatory meeting, the outcome of which may result in a disciplinary act of written warning, suspension without pay, demotion or discharge. The Employer shall advise an employee of any scheduled investigatory meeting before the meeting and their right to request the presence of a Union Representative during the interview, the outcome of which may be (1) a written warning, (2) suspension with or without pay, (3) disciplinary demotion or (4) discharge.

Section 4. Progressive Discipline.
The Employer utilizes various procedures to address work problems such as misconduct or poor performance. Verbal warnings, written warnings, demotions, disciplinary suspensions without pay and discharge are generally the procedures used in response to unacceptable conduct. There may be occasions where the Employer determines that circumstances warrant immediate termination without any prior warning(s), suspension(s), or notice. In the event of gross misconduct, progressive discipline shall not be implemented.

The Employer also reserves the right to suspend employees with or without pay during an investigation into alleged or suspected misconduct.

When verbal warnings are given, they will be noted in the employee's personnel file. Written warnings and suspension notices should be signed both by the supervisor and employee. The employee's signature is not an admission of guilt, but merely acknowledges receipt of the notice. If an employee disagrees with the warning and desires to make comments, the employee is entitled to write these comments on the warning memorandum form. When written warnings are given, the employee will receive a copy of the warning or suspension notice and a copy will be placed in the employee's personnel file. If an employee is suspended without pay due to misconduct or bad behavior and is later found to be exonerated, the employee will be reimbursed for the missed wages.

ARTICLE 16. GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Definition of Grievance.
A grievance is a written complaint by an individual employee, a group of employees, or the Union that the Employer has violated a specific provision of this Agreement. All grievances filed by the Union on behalf of a member or members of the collective bargaining unit or for the benefit of the Union, shall be written on an form formatted for the purposes of this grievance process and is attached in Appendix B

Section 2. Employee Grievances.
Employees subject to the terms and conditions of this CBA have the right to file a grievance challenging their discipline and/or the application, enforcement or interpretation of any provision of this Agreement. It is the policy of the parties to encourage the resolution of labor management disputes at the earliest possible stage in this grievance process.

Section 3. Right to Obtain Evidence in Grievance Process.
In the event a grievance involves an individual employee, the Union steward has the right to obtain relevant and necessary evidence related to discipline of an employee. A request for evidence must be provided in writing to the Executive Director. The Executive Director has ten (10) business days to respond to the request. DCRC will contact the employee in writing for consent when evidence presented is confidential in nature. Evidence is defined as written statements, timesheets, emails, confidential information with consent of employee(s), and member statements.

Section 4. The Union Grievance Procedure.

i. The Employer will respond in writing within ten (10) working days to the collective bargaining agent if the employee is represented by the Union and the staff member unless exigent circumstances do not permit the Employer to do so. All responses to grievances shall be written and dated. Grievances may be submitted via fax, email, overnight delivery or certified mail.

ii. If the grievance is not settled, the employee or the Union will present the grievance in writing to the Executive Director, who will schedule a meeting with the grievant and his or her representative as soon as possible, but no later than ten (10) working days after receiving the written grievance. The Executive Director shall issue a written response within ten (10) working days after the meeting (unless otherwise agreed by the parties) and give a copy to the employee and their representative if the employee is represented as described above in § (i).

iii. If any party still unsatisfied with the resolution of the grievance after review by the Executive Director, the parties shall use a mediator from the Federal Mediation and Conciliation Services ("FMCS") to resolve the dispute during a reasonable number of mediation sessions. The parties shall engage the FMCS for the assignment of the mediator within 30 days of receipt of the Executive Director's response.

iv. If after a reasonable number of mediation sessions the dispute has not been resolved, either party has the option of filing a demand for arbitration within ten (10) working days of the final mediation session.

Section 5. Employer Grievances.

The Employer may file a grievance under the same conditions as stated above except that the Employer may not file a grievance using email. The Employer shall file grievances with the Union through the president and/or secretary of the Union.

Section 6. Arbitration.

The arbitrator will be chosen from a panel established by the Federal Mediation and Conciliation Service ("FMCS"). Both parties to the dispute shall request a panel of three arbiters from the FMCS with their respective biographs and resumes. Each respective side in this dispute will have an opportunity to discard one of the arbiters submitted by the FMCS to the parties for purposes of adjudication of the dispute. The party requesting arbitration shall go first in striking an arbitrator from the panel.

The initial costs of the arbitration will be split by the parties. However, the prevailing party shall be entitled to reimbursement in full of all arbitration-related costs (including reasonable attorney's fees and costs as determined by the arbitrator) from the losing party within ten (10) working days. The Employer and the Union have the right to be represented by any party so designated. The Union member can elect to be self-represented with or without the consent of the Union.

The arbitrator's decision will be served on the representatives of the Employer and the Union as soon as the written decision is completed by the arbitrator selected by the parties to this dispute. The arbitrator's decision is understood and acknowledged to be binding, enforceable, final and not appealable. If the grievant chooses not be represented by the Union, the grievant shall send the Union a copy of the arbitrator's decision in accordance with the above.

Section 7. Waiver of Time Limitations.
By mutual written agreement of the parties, of which agreement shall not be unreasonably withheld, time limits and steps in the grievance procedure may be waived or modified.

ARTICLE 17. TERM OF AGREEMENT

This Agreement, together with all provisions set forth herein, shall become effective as of May 1, 2018 and shall continue in full force and effect until April 30, 2021 (a three (3) year contract) and shall continue in effect thereafter by yearly term unless either of the parties hereto serves written notice upon the other party at least sixty (60) calendar days prior to the expiration date thereof of its desire to change, amend or terminate the Agreement. Included in such notice shall be the party's written initial proposals regarding a successor agreement, if any.

Each year the Union and the Employer shall hold an informal meeting to discuss issues related to this Agreement and the relationship between the bargaining unit and management staff. This is not a formal negotiating session, but may result in a course of mutually agreeable action.

ARTICLE 18. STANDARD CLAUSES

Section 1. Savings Clause.
Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction or as a result of any applicable local, state or federal law or regulatory provision thereof, such invalidation of such

section, clause or provision shall not invalidate the remaining portion hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement. The parties shall meet and negotiate replacement language for any provision which may be found in conflict with applicable law.

Section 2. Merger.
This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements.

Section 3. Change of Ownership.
This agreement is enforceable between the parties effective upon signing by all of the parties.

Section 4. Enforceability.
This agreement is enforceable between the parties effective upon signing by all of the parties.

IN WITNESS WHEREOF, the parties hereto have signed this 27th day of April, 2018.

By: _____
Anastasia Bacigalupo
DCRC Collective Bargaining Chief Labor Negotiator / DCRC CEO

By: _____ Signed on 4/27/18
Jeff Michaelson
APDSE Collective Bargaining Chief Labor Negotiator / APDSE President

By: _____ 4/27/18
Arist Niciforos
APDSE Collective Bargaining Negotiator / APDSE Treasurer

APPENDIX A

A. WAGE SCALES FOR BARGAINING UNIT EMPLOYEES

Receptionist: $12.50-$14.50 per hour
Independent Living Specialist I (general experience and/or area of expertise): $14.50-$16.82
Independent Living Specialist II (general experience and/or area of expertise): $16.83-$18.26
Independent Living Specialist III (general experience and/or area of expertise): $18.27-$22.36

B. CLASSIFCATIONS AND WAGES FOR BARGAINING UNIT EMPLOYEES EMPLOYED AS OF THE DATE OF THIS AGREEMENT

Bargaining Unit members who are on the Employer's payroll as of July 1, 2017 and who have been employed with the Employer for at least two years as of July 1, 2017, shall receive a one-time salary increase to reward years of service to DCRC. The Employer agrees to provide the below salary increases, unless such salary increases have already been provided. The salary increases will be effective no later than in the pay period that follows 30-60 days after the signing the Agreement. The Union agrees that any employee below receiving a pay increase will not be eligible for a merit increase until their 2017-2018 annual performance appraisals.

Years of Service	New Hourly Rate
2-4 years	$18.33
5-7 years	$18.40
8-9 years	$18.53
10-11 years	$18.79
12-13 years	$19.30
14 or more years	$20.32

Classification and Pay Grade- Current Bargaining Unit Employees

Personal Assistance Specialist- ILS III
$20.32 per hour
Jose Ulloa

Assistive Technology Services Coordinator- ILS II
$16.83 per hour
Keith Williams

Job Developer I- ILS I
$16.00 per hour
Kenyatta Clark

Santa Monica Community Services Specialist- ILS II
$17.98 per hour
Marco Salazar

Personal Assistance Specialist/Employment Services Clerk- ILS III
$18.40 per hour
Marge Moon

Information and Referral Specialist- ILS I
$14.50 per hour
Nancy Urquilla

Comprehensive Services Specialist II- ILS III
$18.33 per hour
Peter DeMieri

Peer Specialist for Client Run Services- ILS II
$16.83 per hour
Richard Wladich

PSEP Coordinator/Empowerment Specialist for Client Run Services- ILS III
$19.23 per hour
Rosy Tellez

Job Developer II/West Hollywood Comprehensive Services Specialist II-ILS III
$21.63 per hour
David Kruskall

APPENDIX B

A. DCRC GRIEVANCE FORM

1A. Employee's Name		
1B. Facility/Location		
2. Article/Section Violated		
3. Incident Date	4. Union Representative	5. DCRC Grievance Recipient

6. Description
7. Corrective Action Desired 1. 2. 3.

Submission		Receipt Acknowledged
8. Employee's Signature	9. Date	10. DCRC's Representative Signature

APPENDIX C:

A. PERFORMANCE IMPROVEMENT PLAN (PIP)

TO: **(insert employee's name)**
FROM: **(insert supervisor's name)**
DATE: **(insert date)**
RE: **Performance Improvement Plan (PIP)**

The purpose of this Performance Improvement Plan (PIP) is to define serious areas of concern, gaps in your work performance, reiterate **Disability Community Resource Center** expectations, and allow you the opportunity to demonstrate improvement and commitment.

Areas of Concern:

To be completed by the supervisor.

Observations, Previous Discussions or Counseling:

To be completed by the supervisor.

Step 1: Improvement Goals: These are the goals related to areas of concern to be improved and addressed:

1.	
2.	
3.	

Step 2: Activity Goals: Listed below are activities that will help you reach each goal:

Goal #	Activity	How to Accomplish	Start Date	Projected Completion Date

Step 3: Resources: Listed below are resources available to you to complete your Improvement activities (may include other people's time or expertise, funds for training materials and activities, or time away from usual responsibilities).

1.	
2.	
3.	

Management Support: Listed below are ways in which your manager will support your Improvement activities.

1.	
2.	
3.	

Step 4: Expectations: The following performance standards must be accomplished to demonstrate progress towards achievement of each Improvement goal:

1.	
2.	
3.	
4.	
5.	

Step 5 Progress Checkpoints: The following schedule will be used to evaluate your progress in meeting your Improvement activities.

Goal #	Activity	Checkpoint Date	Type of Follow-up (memo/call/meeting)	Progress Expected	Notes

Follow-up Updates: You will receive feedback on your progress according to the following schedule:

Date Scheduled	Activity	Conducted By	Completion Date
	30-day Update Memo	[Supervisor]	
	45-day [or 60-day] Update Memo	[Supervisor]	
	60-day [or 75, or 90 – Day] Status Memo	[Supervisor]	

Timeline for Improvement, Consequences & Expectations:
Effective immediately, you are placed on a **(insert 60, 75, or 90)**-day PIP. During this time you will be expected to make regular progress on the plan outlined above. Failure to meet or

exceed these expectations, or any display of gross misconduct will result in further disciplinary action, up to and including termination. In addition, if there is no significant improvement to indicate that the expectations and goals will be met within the timeline indicated in this PIP, your employment may be terminated prior to **(insert 60, 75, or 90)** days. Furthermore, failure to maintain performance expectations after the completion of the PIP may result in additional disciplinary action up to and including termination.

Additionally, the contents of this PIP are to remain confidential. Should you have questions or concerns regarding the content, you will be expected to follow up directly with me.

If your position is within the bargaining unit, the Union will receive a copy of the completed PIP. We will meet again on as noted above to discuss your PIP. Please schedule accordingly.

Signatures:

Print Employee Name: _____

Employee Signature: _____

Date: _____

Print Supervisor Name: _____

Employee Signature: _____

Date: _____

APPENDIX D:

A. 03/09/18 SIDE LETTER

Written Agreement Between the Parties

The Employer and Union agree to the following:

1. **Per NLRB Settlement Agreement, the make whole remedy for the bargaining unit as a result of the unilateral implementation of the unpaid lunch hour will be as provided:**

   a. DCRC will provide 20 additional Earned Time Off (ETO) days for each currently employed bargaining unit member. The additional ETO days may be used for either vacation or sick time. If any the bargaining unit members exit employment at DCRC, any unused additional ETO hours will be paid out.

   b. The bargaining unit members who will receive this make whole remedy are Keith Williams, Richard Wladich, Nancy Urquilla, Jose Ulloa, Peter DeMieri, Rosy Tellez, Marco Salazar, Marge Moon, David Kruskall and Kenyatta Clark.

   c. Former employee James Reed who was employed during the unilateral implementation of the unpaid lunch hour but is no longer employed with DCRC will receive a one-time pay out check of $2,168.10 gross (total hours 110 x $19.71 per hour rate = $2,168.10 gross). Mr. Reed will be sent the one-time pay out check within 5 business days ~~of~~ from the date that the collective bargaining agreement is ratified by the DCRC and the Union.

   d. DCRC will not be required to provide any make whole remedies for any other former or current employees.

   e. The Union agrees that DCRC is released of any further obligation to make any other make whole remedies as a result of the unilateral implementation of the CBA. The Union also agrees that DCRC is released from any potential claims filed by Union representatives or bargaining unit members regarding the unpaid lunch hour with any county, state or federal entity alleging unpaid wages and/or backpay.

   f. DCRC and Union agree that DCRC may lawfully implement the unpaid lunch hour as of Monday, April 2, 2018.

2. **Bulletin Board:** DCRC will purchase at their own cost a larger (4 foot x 3 foot) locked bulletin board for the Union's use and install it in the Center's kitchen. The larger locked bulletin board will replace the smaller one currently in use by the Union.

3. **Merit Increase:** DCRC will provide a $.25 merit increase if the bargaining unit employee meets the merit increase criteria as described in the CBA. The following sentence will be added to the merit increase criteria in the CBA: "The Employer ~~will DCRC~~ will provide a $.25 merit increase if the bargaining unit employee meets the merit increase criteria as described in the collective bargaining agreement."

Dated: 03/09/18

Jeff Michaelson
APDSE President

Arist Niciforos
APDSE Treasurer/Secretary

Anastasia Bacigalupo
DCRC