

# **AGREEMENT BETWEEN**



**SEIU Local 521**

**AND**



**COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO**

**March 1, 2021 - February 28, 2024**

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## **ARTICLE 1 - RECOGNITION**

1.01 Service Employees International Union (SEIU), Local 521, hereinafter referred to as the Employer, recognizes Communications Workers of America (CWA), Local 9423, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for a unit consisting of all permanent and temporary Local 521 employees, with classifications listed in Appendix A, excluding clerical support, computer specific classifications, confidential positions, management and any other position as defined under the NLRA.

1.02 The Employer recognizes the Union or its authorized representatives as having the sole power to execute agreements with the Employer regarding rates of pay, wages, hours of employment and other conditions of employment affecting the employees in the collective bargaining unit described in the Agreement of Recognition.

1.03 The Employer will furnish a copy of the Contract to all employees.

## **ARTICLE 2 - UNION SECURITY**

2.01 The Employer agrees that all employees covered under the Agreement shall, as a condition of employment, thirty (30) days from the effective date of this Agreement, become and remain members of the Union in good standing or tender to the Union the periodic dues that are the obligations of members.

2.02 The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty (30) days from the date of employment, become and remain members of the Union in good standing or tender to the Union the initiation fees and periodic dues that are the obligations of members.

2.03 Upon written notice from the Union that an employee is not in compliance with the provisions of Sections 2.01 and 2.02 of this Article, the Employer agrees to terminate employment of said employee immediately, unless such action conflicts with state and federal law.

2.04 No employee shall, as a condition of his/her employment, be required to cross a sanctioned picket line. A sanctioned picket line is one sanctioned by either a Central Labor Council or the AFL-CIO or CTW.

2.05 The Employer agrees that during the term of this Agreement, it shall not sub-contract any of its normal and regular work covered by this Agreement. Individuals or companies may be hired from time to time because of specific expertise or resources (such as pollsters, media experts, translators, writers and producers of video or audio) for specific short-term jobs. These situations are not in violation of this Agreement.

The Employer agrees to engage temporary employees for a specific project or limited period. It is understood that upon completion of the project at the end of the period, the temporary employee will either be terminated or become permanent.

Temporary workers will be part of the unit, but excluded from certain sections: layoffs, severance, and, in some cases, retirement and leaves of absence.

In no case shall the project or period exceed one (1) year without approval from the Union.

2.06 All temporary employees shall be advised of their employment status and all pertinent information related at the time of hiring.

2.07 Local 521 unit members doing CWA work:

Occasionally, members will be offered temporary work and will be assigned to do essentially the same work as a bargaining unit employee, such as replacing a vacated position. There will be no more than ten (10) Local 521 unit members in the bargaining unit to fill budgeted positions. Extra help for a campaign is not included in the 10 positions.

At the option of the Local 521 member and the Employer, the Local 521-unit member may:

- Be placed in a step in the CWA job ranges (Appendix B) which is nearest to but not less than their step at their regular job, and they will be considered part of the bargaining unit
- Or continue with lost-time wages

In either event, the Union will be notified.

2.09 Upon request, the Employer will give an update of temporary and regular employees' service dates and seniority.

### **ARTICLE 3 - DUES AND CHECKOFF**

3.01 The Employer agrees that, upon receipt of a signed dues authorization deduction form, approved by the Employer and Union and signed by an employee covered by this Agreement, it will deduct monthly from employees' wages the amount of Union dues specified on said form and forward the full amount to the Union at the end of the calendar month. The form may be revoked by the employee at any time, upon their written request to the Employer.

3.02 In general, dues deductions will be made in the first scheduled pay period in the current calendar month following receipt of a signed and properly executed dues deduction authorization received by the Employer. The Employer will make every effort to correct any errors or omissions in dues deductions and dues deduction authorizations.

3.03 An employee's authorization shall be suspended upon termination of employment, layoff or leave of absence.

3.04 Monthly, the Employer will furnish the Union a list showing each employee in the bargaining unit, name, Social Security number, home address and work address, job classification, basic rate of pay and the amount of dues deduction.

3.05 Eligibility to participate in contributions to CWA-COPE is restricted to those employees of the Employer who are certified by the Union as eligible under applicable federal and state laws.

Participation by eligible employees shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union.

3.06 Deduction from employees' pay shall be made each pay period and will begin or change in the first pay period ending in the month following receipt of a signed payroll deduction authorization (PRD) card. Authorization cards are to be forwarded to the payroll office by the 20th calendar day of a month in order to be effective in the month following receipt. Deductions shall be in the minimum amount of twenty-five (25) cents per pay period. The employees' paydrafts will carry an indication of the PAC deduction.

3.07 The Employer will remit contributions to the Treasurer, CWA-COPE Political Contribution Committee, monthly following the deduction from the employees' pay. In addition, the Employer will transmit monthly a list of contributions through payroll deductions showing the contributors names and amounts contributed.

3.08 Any employee's payroll deduction shall cease only upon the occurrence of the following:

- a) Termination of a participating employee's employment with the Employer
- b) Retirement of a participating employee
- c) Transfer of a participating employee out of the bargaining unit
- d) Receipt in the payroll office of written notice to cancel contributions to CWA-COPE signed by the employee

3.09 Staff of SEIU 521, whether CWA-COPE participants or not, are allowed and encouraged to participate in SEIU-COPE through payroll deduction each pay period by completing an appropriate form.

## **ARTICLE 4 - UNION REPRESENTATION**

4.01 Union Business: Employees designated by the Union will be granted a reasonable amount of time off to carry out the business of the Union. Such time off shall be without pay, but shall be considered as time worked for the purposes of seniority and wage progression.

4.02 Joint Employer/Union Meetings: No Union Representatives shall suffer a loss in pay while attending a joint Employer/Union meeting. All travel time to and from such a meeting will be paid for by the Employer, and such time will be considered time worked and paid by the Employer.

No more than three (3) Union representatives shall be paid to attend.

4.03 Right of Employees to Union Representation: Any employee covered by this Agreement shall be entitled to a Union Representative in any discussion between the employee and a representative of the Employer where the employee may have a reasonable basis to expect that disciplinary action may result.

The employee will be informed of the subject of the meeting prior to meeting. The employee and Union representative shall be allowed a reasonable period of time to consult prior to the meeting.

4.04 The Employer shall recognize the Union representatives and shall permit them to perform during working hours such duties as necessary. The Union shall present the Employer with an official list of Union representatives

4.05 Union representatives shall be allowed access to any union offices where employees are employed under this Agreement.

4.06 No employee shall take time off for Union activities unless excused in advance by a superior.

4.07 Upon written consent from an employee, the Union shall have the authority to inspect and receive copies of the Employer's payroll and associated work records when a grievance is directly involved.

## **ARTICLE 5 - NON-DISCRIMINATION**

5.01 Neither the Employer nor the Union shall discriminate against any employee on account of race, color, creed, national origin, gender, sexual orientation, age, religious affiliations, physical disability, marital status, political beliefs or affiliations, or to the extent prohibited by law.

5.02 It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against employees in their right to join or assist, or to refrain from joining or assisting, any labor organization, as per the National Labor Relations Act.

5.03 The Employer shall not interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

5.04 Nothing in this section will be construed to mean that a staff person of SEIU 521 will be allowed or authorized to participate in supporting decertifications' against SEIU or its affiliates, nor will he/she publicly endorse candidates or positions or electoral initiatives contrary to SEIU positions or endorsements.

## **ARTICLE 6 - FEDERAL OR STATE LAWS**

6.01 In the event any Federal or State law, regulation or governmental order, or the final decision of any court or board of competent jurisdiction affects any one or more provisions of this Agreement, the provision or provisions so affected shall be made to comply with the requirements of such law, regulation, governmental order or decision for the localities within the jurisdiction, and otherwise the Agreement shall continue in full force and effect.

## **ARTICLE 7 - HEALTH AND SAFETY**

7.01 The Employer agrees to make all reasonable provisions, up to and including overnight stays, for the health and safety of employees during the hours of employment.

7.02 The Employer agrees to abide by all laws and regulations of the State of California Federal and Local governments pertaining to health and sanitation, including the provision of a workplace illness and injury prevention program. CWA and/or individual members are urged to inform the management in writing (or e-mail) about any potential safety or health hazard and work with the Employer to make the improvement necessary.

## **ARTICLE 8 - DRESS CODE**

8.01 There shall be no unreasonable and costly dress code established by the Employer for Local 521 SEIU work. Employees are expected to dress in a manner that is comfortable, professional, and appropriate for the various occasions required by their profession.

If a unit member is assigned to assist another union or organization, he/she will be required to comply with their dress rules.

## **ARTICLE 9 - LEGAL INDEMNIFICATION**

9.01 The Employer agrees to provide without cost to the worker, the service of the SEIU Local 521 attorney for legal representation, which may be required due to the worker's good faith activities in the course of their duty and employment as an agent of the Employer.

9.02 In the event an employee is subpoenaed as a witness in an Employer related case, the employee shall be compensated for time at the regular rate of pay and reimbursed for all expenses incurred.

## **ARTICLE 10 - NEW EMPLOYEES**

10.1 Rights - All new workers shall serve a probationary period of nine (9) months, minus leave without pay periods.

Probationary workers shall have all rights provided in this Agreement, including full access to the grievance procedure. However, they shall have no right to grieve a release during their probationary period, except for alleged violations of Article 5 Non Discrimination.

10.02 Training, Orientation and Evaluation - Local 521 shall make a good faith effort to provide a variety of guidance and training to the worker during the first three (3) months of employment. Staff is encouraged to identify and raise training and development needs. The senior staff person assigned to supervise the worker shall be responsible for assessing the abilities and knowledge of the probationary worker as soon as possible, but not later than within three (3) months of the new worker's employment. If needed, the new worker shall be offered, in addition to on-the-job

orientation and training from a lead or supervisor, at least forty (40) hours of in-house and outside training tailored to improving the skills of the worker.

Within first two (2) weeks of hire, all new hire unit workers will have a comprehensive one on one with their director/coordinator and/or the staff member previously assigned to the position. This meeting will help familiarize the worker with the style of organizing, member leadership, representational excellence, including but not limited to an overview of the turf, leadership, employers and relevant work contacts.

A meeting between the probationary worker and management will be held before the end of the second month of employment to review the worker's performance and identify any areas that may need additional work. This review shall be accompanied with a written evaluation. A second meeting and evaluation shall be conducted at the end of six months of employment. The worker shall have the right to have a Union steward present at such meeting.

If a temporary worker who has been performing the full spectrum of work becomes probationary, the probationary period shall be shortened by the period of time worked as a temporary.

10.03 Workers released during their probationary period shall, upon request, be provided a written statement explaining the reasons for their release.

10.04 Workers released during their probationary period for any reason shall receive 10 days' notice or up to 14 days' pay in lieu of notice – one day for each completed month worked with a minimum of one (1) day.

10.05 Local 521 agrees to inform CWA Local 9423 of any new hire bargaining unit worker and the scheduled start date and contact information. A CWA Local 9423 representative/Steward shall be afforded the opportunity to meet with the new hire during work time.

## **ARTICLE 11 - PERFORMANCE EVALUATIONS/ASSESSMENT DOCUMENTS**

11.01 An employee will be evaluated/assessed at the completion of the probationary period and annually thereafter.

11.02 Evaluations are not a form of discipline. No performance evaluation shall be placed in a personnel file without an opportunity for review and prior discussion between the employee and the supervisor/rater.

11.03 An employee shall have the right to appeal to his/her supervisor's supervisor any evaluation he/she considers derogatory or otherwise inaccurate. The appeal may be in writing or in a meeting, which will be held within ten (10) workdays of the worker's request. Written responses shall be placed in the personnel file with the original evaluation.

11.04 Failure by the supervisor to present the employee with the annual evaluation within thirty (30) calendar days of the due date shall result in a satisfactory evaluation of the employee as of

the due date. Any adjustment in wages shall be retroactive to the appropriate anniversary or classification date.

11.05 If evaluations/assessments are used by the Employer as documentation of notice to the employee, any appeals of responses must also be included and the arbitrator will weigh the importance to him/her as appropriate.

## **ARTICLE 12 - PERSONNEL FILES**

12.01 Records of all disciplinary action shall be kept in the central personnel file. Workers are entitled to review their personnel files upon written request or may authorize, in writing, review by their Union representatives. A worker or his/her Union representative shall be allowed, upon a reasonable request, copies of materials in the worker's personnel file. No material shall be inserted into the worker's personnel file without prior notice to the worker.

Upon the worker's request, each item shall be removed from the file after one (1) year if additional reports or disciplines related to such items have not been issued during the intervening period.

## **ARTICLE 13 - MEETING STANDARDS AND PROGRESSIVE DISCIPLINE**

13.01 Except for probationary employees, the Employer shall not discipline or discharge any employees except for just cause.

13.02 The Employer agrees to be bound by the principles of progressive discipline for permanent non-probationary employees. At a minimum, no employee shall be subject to formal discipline unless the worker's supervisor has provided counseling and/or coaching however, the aforementioned shall not apply if the employee engages in gross misconduct, including but not limited to theft, insubordination, or serious harm to the membership or co-workers.

13.03 The employee shall have the right to have a representative present during disciplinary or investigative meetings that could possibly lead to discipline.

13.04 Steps in assisting workers to meet standards. There is a large spectrum of steps which may be used to assist workers in meeting standards and to provide them, when it becomes necessary, with the progressive discipline steps that protect the worker and lead to an effective and successful workforce.

### Steps for Non-disciplinary coaching options:

- 1) One-on-ones, debrief and staff meetings will be used regularly or occasionally to communicate with workers. These are not disciplinary. They may include suggestions for improvement and recommendations for further training or changes in work habits or improvements in skills. They shall be open and supportive, and include time for response and interaction.

- 2) Coaching sessions - These are informal meetings with leads and/or supervisors and the worker where specific issues are addressed. Discussion may include concerns the workers' supervisor has about work assignments, skills, habits, or instructions. These sessions may be documented but will not be placed in a worker's personnel file. Coaching should be positive and supportive; it may accompany the official evaluation process or be separate.

Coaching is different from one-on-ones or debriefing because particular work assignments are not addressed or updated, rather the worker's progress or needs are discussed. The supervisor or lead may give the worker a written document highlighting the topic(s) discussed.

- 3) Counseling - Where a worker's progress is not acceptable, or the work needs improvement, the lead or supervisor may discuss the matter with the worker in a counseling session. This is more serious but does not rise to discipline and is not documented in the worker's personnel file. The worker shall have the right to Union Representation. This is not a grievance meeting and is not to be conducted as such.

### **Disciplinary Options:**

Prior to receiving discipline, the employee will be afforded the following: a written statement of the nature of the disciplinary action, the effective date of the action, action required to remove the deficiency, and a reasonable period of time to improve performance.

Written warning/Reprimand - This is an official written notice and discussion that the worker's work is not up to standard or a particular incident has occurred which needs to be addressed in writing. It shall include suggestions for correction and an opportunity to respond in writing. This form will be removed within six months upon written request to his/her Director and no other similar issue or infraction has arisen. The worker shall have the right to Union representation.

Demotion, Suspension, Termination - These are formal forms of discipline. Workers shall have the right to Union representation. Where appropriate, lesser forms of discipline will be implemented (suspension and/or demotion in step) before termination.

If the Employer terminates the services of any employee, the employee shall be given two (2) weeks written notice immediately prior to the date of termination, or two (2) weeks' pay in lieu of such notice.

## **ARTICLE 14 - SICK LEAVE**

14.01 All workers shall receive eight (8) hours of sick leave each month (prorated for part-time work).

14.02 The maximum sick leave allowed to be accrued shall be 540 hours. When this cap is reached, further accruals shall be suspended until sick leave is used to allow banking of further accruals. All these hours are to be used for bona fide illness or support of ill family members as described in the SEIU 521 policies and this Agreement.

14.03 Sick leave accrued in a legacy union is not subject to the 540 limitation and shall be used before sick leave accrued when employed by SEIU Local 521.

14.04 If a worker is absent because of illness or injury for four (4) or more successive days, the supervisor may request a doctor's (or appropriate practitioner) verification of illness, and/or a doctor's verification stating they are able to resume normal work duties before being allowed to return to work.

14.05 If a pattern of calling out sick is demonstrated, or there is a reasonable basis to suspect misuse, the supervisor may request that the worker submit a doctor's verification in order to be approved for sick leave payment.

14.06 All other leaves of absence rules are listed in the employee manual and their implementation, if violated by the employer, are grievable.

14.07 Legacy sick leave will be converted at death or retirement under the rules of the legacy union.

## **ARTICLE 15 - WAGES**

15.01 The wage index for all bargaining unit employees shall be as listed in Appendix B. The duration of time between each step shall be twelve (12) months

15.02 Employees may receive a wage credit for previous work experience.

15.03 Effective upon ratification and retroactive to March 1, 2021, all bargaining unit employees' base wages will be increased by 2.5 %.

Effective the first full pay period of March 2022, all bargaining unit employees' base wages will be increased by 2%.

Effective the first full pay period of March 2023, all bargaining unit employees' base wages will be increased by 2%.

Effective upon ratification, bargaining unit members shall receive a one-time, taxable, non-pensionable lump sum bonus of five hundred dollars (\$500).

15.04 All economic provisions of this Agreement that apply to full-time employees shall apply to part-time employees on a pro-rated basis, unless specifically provided otherwise.

15.05 Steps (Longevity) – SEIU 521 will add an additional step increase (5%) above top step for each classification; employees will qualify for this step after 15 years of service with SEIU 521 including legacy 521 employees.

15.06 Steps Adjustment – Effective upon ratification, SEIU 521 will eliminate Steps A & B and Step 1 of the 2.0 CWA Wage Scale, resulting in Step 2 as the new Step 1.

Upon ratification, SEIU 521 will add a new Step 6 that is three percent (3%) higher than step 5. Employees who have been at the old step 6 for a year or more will, upon ratification, move up to the newly created step 6 and receive a 3% step increase. Those in step 1 or below will automatically move to the new step 1 upon ratification.

Effective March 1, 2022 and upon each unit worker's applicable anniversary date, Step 6 shall increase by an additional one percent (1%), thereby increasing Step 6 for a total of four percent (4%).

Effective March 1, 2023 and upon each unit worker's applicable anniversary date, Step 6 shall increase by an additional one percent (1%), thereby increasing Step 6 for a total of five percent (5%).

## **ARTICLE 16 - LIFE INSURANCE**

16.01 The Employer agrees to pay for a \$200,000 life insurance policy for all permanent workers covered under this Agreement. Workers have the option to purchase additional insurance through the provider, if it is available.

## **ARTICLE 17 - LONG-TERM DISABILITY**

17.01 The Employer agrees to provide the current or an equivalent long-term disability plan at no cost to the employee.

## **ARTICLE 18 - CHILD CARE AND DEPENDENT CARE**

18.01 Employees shall be entitled to include their children and disabled dependents where care is offered to the members.

## **ARTICLE 19 - TRANSPORTATION, MILEAGE, AND OTHER EXPENSES**

19.01 All workers covered by this Agreement shall receive mileage reimbursement at the maximum allowable IRS rate per mile for each mile driven on business for the Employer. At the Employer's option, workers may be required to use a rental car paid for by SEIU 521 and be reimbursed for cost of gasoline, (with receipts) if not paid for as part of the rental agreement.

19.02 All staff are required to maintain and submit proof of automobile insurance coverage for bodily injury at the rate of \$100,000 for each person and \$300,000 for each accident as a condition of employment.

19.03 Upon request, and with proper receipts, the Employer shall reimburse a worker covered by this Agreement for the actual cost of transit passes for work and/or commute purposes. Additionally, the Employer will reimburse for work-related parking and toll fees.

19.04 The Employer will reimburse each employee who is required to drive full costs of AAA Plus Individual Membership (employee will submit bill for reimbursement).

## **ARTICLE 20 - VACATION**

20.01 Beginning March 1, 2014, new vacation accruals shall be implemented. Between ratification and February 28, 2014, floating holidays shall remain the same. Effective March 1, 2014, no float days shall be earned or retained.

### **20.02 Accrual**

1st year	<b>16 days per year</b>
2 <sup>nd</sup> through 4 <sup>th</sup> year	<b>22 days per year</b>
5 <sup>th</sup> through 9 <sup>th</sup> year	<b>23 days per year</b>
10 <sup>th</sup> through 14 <sup>th</sup> year	<b>24 days per year</b>
15 <sup>th</sup> through 19 <sup>th</sup>	<b>26 days per year</b>
20th year and above	<b>28 days per year</b>

20.03 If illness occurs on any day(s) when vacation time is used, and if the illness can be supported, a worker may convert that day(s) for illness to sick leave with pay, and in so converting shall receive full restoration of that time to the worker's accrued earned vacation time. The conversion of time from vacation to sick leave shall not serve to alter or extend the scheduled calendar time of the vacation period unless such extension or alteration is mutually agreeable between the employee and the Employer.

20.04 Vacations must be scheduled and approved in advance by the supervisor. Vacation requests will not be unreasonably denied. Cancellation of an approved vacation may only occur by mutual agreement between employee and the Employer. The Employer will reimburse the cost incurred by any worker as a result of an Employer-initiated and mutually agreed cancellation of an approved vacation.

20.05 Upon separation from employment, employees shall receive cash payment of up to four hundred (400) hours of accrued vacation. Legacy time earned before contract ratification shall be exempt from this section and shall be paid out in full.

20.06 A written response from the supervisor to either affirm or deny a vacation request is required within three (3) workdays of submission.

#### 20.07 Cash Outs

- a) When a worker schedules and takes at least ten (10) days of vacation time off, he/she shall be entitled to cash out up to ten (10) days of accrued vacation time annually.
- b) If a worker experiences a situation where he/she needs additional cash out of vacation, because of a personal emergency such as imminent home foreclosure, eviction, or death in the family, the worker may request cash out of up to twenty (20) days, explaining the situation and urgency. The worker will forward his/her request to Human Resources for approval by Local Officers.
- c) All cash outs must first be taken from Legacy time; then from current vacation time accruals.

20.08 Employees hired after March 1, 2014, shall earn vacation at the above rate and may schedule time off, but those days are not vested until they have passed their first (1<sup>st</sup>) year of employment.

### **ARTICLE 21 - BEREAVEMENT**

Recognizing that a time of bereavement is very difficult every effort will be made to ensure that a bereaved employee is able to attend to family matters. Employees should notify their manager of this situation immediately. Absence due to death in the immediate family will be paid to full time employees for up to five (5) business days.

Employees may use an additional five (5) days of sick leave if needed.

The immediate family is the employee's parents, spouse, domestic partner, child(ren), sibling, grandparent(s), grandchildren(s), spouse's or domestic partner's parent(s), child(ren) or sibling(s).

Funeral leave pay will only be made to employees for actual time spent away from work for the funeral or its arrangements. For example, if the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive paid time off in addition to paid funeral leave.

### **ARTICLE 22 - SENIORITY**

22.01 Seniority for vacation accrual rate, layoffs, determination of vacation bids, and other such time as when a tie-breaker is needed shall mean the length of service of employees with the Employer from the date of hire. Employees will be given seniority credit for time worked from SEIU

Local 415, 535, 700, 715 and 817 prior to March 1, 2007, provided they were employed with these Legacy Locals at the time Local 521 was created.

22.02 Following a break in SEIU Local 521 employment, total seniority for vacation accrual rate, layoffs, determination of vacation bids, and other such times when a tie-breaker is needed shall be reinstated if the employee returns to Local 521 within 1 year of voluntary resignation and after he/she has completed a new 9 month probationary period. Such seniority shall be reinstated immediately upon return from layoff without a probationary period.

22.03 An employee shall lose all seniority rights for any one (1) of the following reasons, unless specifically stated otherwise in this Agreement:

- a) Voluntary resignation
- b) Discharge for just cause
- c) Failure to return to work within ten (10) calendar days after being recalled to work via certified letter to the employee's last known address (unless the employee can demonstrate that he/she was unable to return to work due to an actual injury or illness, or similar valid reason).

## **ARTICLE 23 - LAYOFF AND REINSTATEMENT**

23.01 In the event the Employer anticipates that a reduction in force may be necessary, the Employer shall so inform the Union, in writing, as soon as possible after making such a determination. Upon request of the Union, the Employer shall promptly meet with the Union to negotiate the anticipated reduction in force and alternatives thereto.

23.02 In the event the Employer proceeds with layoffs, the Employer shall implement the layoff in the bargaining unit classification affected as follows:

- a) Temporary employees (including any employee doing bargaining unit work in a non-permanent position).
- b) Full and part-time probationary employees in inverse order of seniority.
- c) Full and part-time non-probationary employees in inverse order of seniority.

The least senior employee in the classification and location experiencing a layoff shall have the right to bump the least senior employee in the same classification or any classification previously held within the office cluster. If the employee fails to exercise his/her right to bump within fourteen (14) calendar days of notification of layoff, that employee will be laid off and the person who by virtue of least seniority would have been laid off shall be retained.

Employees to be laid off shall be given sixty (60) calendar days' notice prior to the layoff, or pay in lieu thereof.

23.03 Permanent full and part-time employees shall be placed on a reemployment list in order of seniority. Laid off probationary employees shall be placed on the reemployment list in order of seniority following any permanent full and part-time employees on the list.

23.04 Vacancies shall be offered to persons on the reemployment list in order of seniority. Persons on the list who have passed their probationary period may waive offers of employment in offices other than the office cluster that the employee worked at the time of layoff. Refusal by a permanent (non-probationary) employee of employment in the office cluster from which the employee was laid off shall result in removal of that name from the list. Workers subjected to moving to another office in the cluster will be given the first right to return by seniority in the event of a future vacancy.

23.05 Employees will remain on the reemployment list for a period of two (2) years.

23.06 Laid-off permanent (non-probationary) employees shall maintain but not accrue seniority until they are either reemployed or their names are removed from the list in accordance with this Article.

23.07 A permanent employee identified for layoff will receive two (2) weeks' pay for a minimum of two (2) years worked upon separation.

Office Clusters:

1. San Jose, Redwood City
2. Santa Cruz, Salinas, Hollister
3. Fresno, Visalia
4. Bakersfield
5. San Jose, Santa Cruz

## **ARTICLE 24 - MILITARY OR NATIONAL GUARD**

24.01 Every employee shall be entitled to Military or National Guard leaves of absence as specified in Chapter 7, Part 1 Division 2 of the California Military and Veterans code. The employee must present his/her supervisor a copy of his/her military orders that specify the dates and duration of such leave.

24.02 If the Employer shall have continuously employed such an employee for at least one (1) year prior to the date such leave begins, he/she shall be entitled to utilize their banked accruals, excluding sick time, in whatever way is most beneficial for him/her. All accruals will cease after 30 days leave of absence.

## **ARTICLE 25 - LEAVES OF ABSENCE / ABSENCES AND DISABILITY BENEFITS**

25.01 The Employer has an Absence Policy and agrees not to change these policies as they relate to CWA members during the term of this agreement unless mutually agreed to by the parties.

25.02 Workers needing extended absences may be eligible for: Workers Comp, FMLA, SDI or equivalent, PFL, Maternity Leave, Military Leave.

25.03 In any case where there is a conflict between the Employer's policy and the Collective Bargaining Agreement, the Collective Bargaining Agreement will always prevail.

25.04 Workers with seven (7) or more years of seniority may request a sabbatical of at least four (4) months but no greater than nine (9) months. The terms of this sabbatical will be as follows:

- a) Three months' notice is required,
- b) The worker must use any legacy vacation time first;
- c) All accruals will stop during the sabbatical;
- d) Worker must buy his/her insurance either in cash or by using the equivalent cash value of legacy time or regular vacation time;
- e) Eligibility for Step increases will be suspended for the length of the sabbatical;
- f) Management has sole discretion to approve or deny a request.

25.05 In the event of a bargaining unit worker's passing or catastrophic illness, all unit workers may be permitted upon request and approval by the Chief Elected Officer or his/her designee, to make a one-time donation from vacation hours of up to sixteen (16) hours to support the affected worker or his/her family. Approval for catastrophic illness shall only be permitted after the affected worker seeking donations, has exhausted all accrued time.

For donations in the event of a worker's passing, worker's donating hours will be taxed for all hours donated and apply to taxable income per IRS rules.

## **ARTICLE 26 - GRIEVANCE PROCEDURE**

26.01 A grievance shall be defined as any complaint, misunderstanding or difference by the Union or one or more employees which involves the meaning, application, or interpretation of the provisions of this Agreement, including discipline, discharge, or the SEIU Local 521 Personnel Rules or Policies. This contract shall replace all inconsistent provisions of the Rules or Policies.

26.02 The grievance procedure is designed to provide a timely, effective way of ensuring equality and fairness in resolving disputes that have not been resolved through informal efforts. The presentation of a grievance must be made in accordance with the time limitations specified below.

### **Step 1**

The grievance shall be presented to the appropriate Director in writing within thirty (30) calendar days after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevents such filing. The grievance will stipulate the article or section of the contract that has been violated, a statement of the specific action that has caused the grievance and the remedy sought. The grievance meeting shall be held within thirty (30) days of receipt of the grievance. If the Director is unable to resolve the grievance, the Union may present it to Step 2. There shall be no follow up or second Step 1 meeting, unless by written, mutual agreement of the parties.

## Step 2

If the parties are unable to resolve the dispute at Step 1, CWA may, within thirty (30) additional days from the date of the Step 1 meeting, submit a written grievance to the CEO or Designee. The CEO or Designee shall, within thirty (30) additional days, meet with the designated CWA representative to attempt settlement. If the grievance is unresolved, the employer shall indicate in writing its position and reasons for denial within thirty (30) days of the Step 2 meeting. There shall be no follow up or second Step 2 meeting, unless by written, mutual agreement of the parties.

With mutual agreement the meeting at Step 2 may be skipped, proceeding directly to arbitration.

## Step 3

Within thirty (30) days of receipt of the Employer's written position following the Step 2 meeting, either party may move the grievance to arbitration; the Union or the Employer will send formal notice of their intent to arbitrate the grievance or complaint.

26.03 Failure to observe the above time limits by either party shall mean the grievance or complaint shall be forfeited and awarded to the other party based on the terms of its most recent stated formal position.

26.04 Up to two (2) Union representatives shall be released as necessary to attend all Step 1, 2, and 3 meetings to attempt to resolve the grievance.

26.05 During Step 1 and Step 2 meetings, the Employer will provide all facts and documents deemed relevant to the grievance to the Union.

26.06 Disputes over relevancy of documentation shall be subject to the grievance procedure.

26.07 Grievance timelines may be waived by mutual consent.

## **ARTICLE 27 - ARBITRATION**

27.01 Either party shall notify the other of its intent to arbitrate. Both parties shall meet to reach agreement on an arbitrator. The first day of the arbitration hearing will be held within six months from the date of the Employer's written notification of denial of the grievance at Step 2, or in the case of mutual agreement to move to arbitration after Step 1. When the arbitration involves an employee's dismissal or any monetary issue, and the six (6) month time limit is exceeded, the period used for computation of any back pay liability for the Employer shall not exceed a date six (6) months from the date of the Union's notification of intent to arbitrate the dismissal issue, except when the time limit has been extended by mutual agreement.

The parties agree on a standing panel of seven (7) arbitrators, as indicated below and may be revised upon mutual agreement by both parties should an arbitrator no longer be available:

- Doug Collins
- Matthew Goldberg
- John Kagel
- Neil Herring
- Sara Adler
- Joel Schaffer
- John LaRocco

Within ten (10) working days of the filing of the Step 3 grievance, the Employer and the Union shall alternately delete names. The right to delete first shall be determined by lot, or as otherwise agreed by the parties. After each party has exercised its right to delete names, the one remaining person on the list shall be designated as the arbitrator. The arbitrator's authority shall be limited to determine only questions involving the interpretation or application of this Agreement. The arbitration shall be conducted according to the then existing rules of procedure of the American Arbitration Association, except as otherwise provided in this Article. The arbitrator shall have no authority to add to, subtract, or change any of the terms of this Agreement. The decision of the arbitrator shall be final and binding. The fee charged by the arbitrator shall be borne equally by the Employer and the Union. Time limits set forth within this Article may be extended by mutual consent of both parties in writing.

The Employer and the Union agree that if an arbitrator selected cannot meet within the six (6) month time period, the parties will agree to an extension of the six (6) months, or another arbitrator shall be selected who can meet within the prescribed time of six (6) months.

27.02 The parties agree that all matters of arbitrability or disputes between the parties regarding the arbitrability of a case shall be heard before the same arbitrator, who simultaneously shall hear the merits of the case as well; there shall be no separate hearing of the arbitrability of a case before a second arbitrator. Refusal by either party to hear the arbitrability of a case simultaneously with the merits of the case before the same arbitrator shall permit the other party and the arbitrator to hear the case in an "ex parte" basis and shall require the arbitrator to issue a default arbitral award.

## ARTICLE 28 - HOLIDAYS

28.01 All bargaining unit employees shall have the following fixed holidays with pay:

New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez's Birthday	March 31
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Employee's Birthday	

Any other new officially declared Federal or State holiday.

28.02 If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If one of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed. If Christmas or New Year's Day falls on a Saturday, then Christmas Eve and New Year's Eve will be observed on Thursday and Christmas Day and New Year's Day will be observed on Friday. The Birthday holiday will be considered as any other holiday, and cannot be taken if a major event is scheduled that requires the employee's attendance. If an employee is required to work on any of the above-listed holidays, that employee shall be compensated with one (1) day of compensatory time off.

28.04 No employee shall lose a holiday if his/her birthday falls on a holiday. Birthdays that fall on Saturday may be taken on the preceding Friday. Birthdays that fall on Sunday may be taken on the following Monday or the first workday of that week.

28.05 In the event any of the designated holidays occur during an employee's vacation, an additional day's vacation shall be added to the employee's accumulated vacation balance.

## **ARTICLE 29 - ACCOUNTING**

29.01 The Employer shall provide the worker an accounting of all accrued leave on a monthly basis via electronic mail.

## **ARTICLE 30 - HEALTH, DENTAL AND VISION INSURANCE**

30.01 The Employer shall pay the full cost of up to the full family health coverage (including mates/cohabitants to the extent possible) of the employee's choice of the following:

- Kaiser HMO - \$10 office visit, \$10 prescription
- Effective January 1, 2019, SEIU 521 will offer Anthem Blue Cross PPO and Anthem Blue Cross Premier HMO plan in addition to Kaiser HMO:
  - As an exception Salinas and retirees will be maintained on PPO at no cost;
  - Employees choosing to move back into the Anthem Blue Cross PPO shall contribute the following towards PPO Health care costs per pay period for the first two pay periods per month:
    - Employee only: \$33.65
    - Employee plus spouse/domestic partner: \$70.66
    - Employee plus children: \$100.94
    - Employee plus family: \$100.94
  - EPIC shall meet with each individual employee, as requested by the employee, to ensure that the employee's and their dependent's medical needs are addressed.
  - During the Open Enrollment Period EPIC shall be available for employees to discuss any private matters that may affect their decision to choose a move over to the current Kaiser HMO Health Plan.
- Or a mutually agreed upon fee-for-service health plan

The Employer shall pick up any inflationary increase to plan premiums.

30.02 For the life of the Agreement, the Employer shall maintain for the employees its existing health insurance plans, or other plan(s) that provide benefits equal to or better than the existing plan(s), if such plan(s) exist.

30.03 The Employer shall provide an Employee Assistance Program (EAP) for each employee and their family members.

30.04 The Employer agrees to contribute the amount of the current monthly insurance premium and any increases for dental coverage to cover the employees and full dependent contribution for the life of the Agreement.

30.05 The Employer shall provide a Vision Care Plan for all employees and their dependents. For the lifetime of the Agreement, the Employer shall maintain for the employees its existing vision care plan(s) that provide benefits equal to or better than the existing plan, if such plan(s) exist.

The Employer will pay the full monthly premium for employees and their dependents, and pick up any inflationary costs during the term of the Agreement.

30.06 If an employee wants to opt out of the health insurance and dental coverage and can demonstrate insurance coverage from another source (annually), the employee shall receive \$300 per month for both and \$200 per/month for health insurance only.

## **ARTICLE 31 - RETIREMENT**

31.01 Pension Plan - The Employer shall pay full required contribution of each employee's monthly gross wages into the SEIU Defined Benefit Affiliates, Officers and Employees Pension. All Future increases are born completely by the employer unless at a later date the pension fund alters its rules or policies regarding member contributions and the parties negotiate over any proposed changes. (See Appendix D for current annual required contributions)

31.02 Individual Retirement Savings Accounts - The Local 521 Retirement Savings Plan will allow all employees to self-contribute up to the legal limit. The Employer shall match the employee's contribution in the Retirement Savings Plans (401k, SEP, IRAs, etc.) up to 3.0% of the employee's gross pay.

No later than ninety (90) business days after the ratification of this Agreement, CWA and SEIU shall meet and confer to review options for 401(k) plan providers, that may provide lower transaction and maintenance fees for the plans. The assessment of fees and costs shall also consider any fees and/or costs related to termination of any contractual agreements with current plan providers. The intent of this shall be to explore and attempt to find an alternative 401(k) plan provider than the current one.

## **ARTICLE 32 - BILINGUAL SKILL PAY**

32.01 SEIU Local 521 understands the value of bilingual skills in our work. An employee will qualify for bilingual differential if the following criteria is met:

- (1) The employee's abilities have been determined as qualifying by a mutually agreed upon Employer and Union testing mechanism);
- (2) The employee's Director has determined and approved that the employee's bilingual skills are needed in carrying out their assignment.

Upon Director approval a qualifying employee will receive a monthly bilingual differential as follows:

- One hundred fifty dollars (\$150.00) for speaking and/or writing on weekly basis in the course of their work assignment.
- An additional twenty two dollars (\$22.00) per month will be paid for a third language.

Employees on a paid extended leave of absence, shall have the Bilingual differential continue for a grace period of thirty (30) consecutive calendar days.

### **ARTICLE 33 - CELL PHONES/INTERNET**

33.01 All CWA covered employees are normally expected to be accessible by cell phone to their supervisor during working hours and in reasonable circumstances at other times.

33.02 All CWA covered employees who use a personal cell phone instead of an Employer-provided cell phone shall receive a one hundred dollar (\$100.00) per month cell phone reimbursement upon providing the billing summary sheet.

33.03 Technology Reimbursement: Because the work of the Union organizers requires mobile access to the internet, i.e. Ulink, VAN, toolbox; (This is not an all-inclusive list.), the employer will provide a technology reimbursement for employees who purchase smartphones, tablets, or laptops which will be predominantly used for work purposes and can be approved for reimbursement by their director of up to \$250 every 2 years. For purposes of this section only, this is a revolving two years going back from the date of the initial request.

33.04 Internet: Once Stay-at-Home orders are lifted and workers return to work in a more than fifty percent (50%) capacity, CWA covered employees who use internet for work purposes shall receive a fifty dollar (\$50) per month internet reimbursement upon providing the billing summary. The billing summary need not be under the employee's name so long as the address on the invoice matches the home address of the employee.

### **ARTICLE 34 - HOURS OF EMPLOYMENT**

34.01 The Union and the Employer recognize the professional nature of the job and that it will require work in excess of the normal forty (40) hour work week. Therefore, all FLSA Exempt CWA employees working full time shall receive one (1) day per month compensatory time off. This benefit shall be suspended during leaves of absence beyond thirty (30) consecutive calendar days. It resumes again when the employee returns to full-time work.

However, because of the uncertain nature of the work, compensatory time off for an individual person by mutual agreement or required by the supervisor may need to be changed with no guaranteed amount of notice, but as much notice as possible will be given. Employees are encouraged to schedule and take compensatory time off each month. Requests shall not be unreasonably denied.

FLSA CWA Employees shall be guaranteed a minimum of eight (8) unpaid days off, including at least two (2) weekends (Saturday/Sunday) per calendar month.

However, if in the period 21 days before an election, strike or other major mobilization an employee is scheduled in any manner that results in less than eight (8) days off in the month, that employee shall receive a compensating day for each one of the days off missed.

The above-mentioned scheduling of 21 days before election, strike, or other major mobilization shall not happen to an individual employee more than three (3) times during a rolling calendar year without consent of the employee.

#### 34.02 Compensatory Time

The employee may accumulate compensatory time to a maximum of sixty-four (64 ) hours or eight (8 ) days. Whenever that maximum is reached, further accruals shall be suspended until compensatory accruals are used to allow banking of further accruals. Workers are urged to maintain awareness of the impending limit, and the employer will attempt to inform him/her in advance. The worker and the supervisor should discuss this situation immediately and remedy the situation by scheduling and taking time off as soon as possible. If an employee is denied use of accrued compensatory time in writing on the Advance Request for Absence Form, within thirty (30) days following the date of the denial of the original request, the employee will suggest at least two (2) alternate dates for each day denied and the supervisor will attempt to schedule the employee for compensatory time off on one (or more) of those alternate dates. If the supervisor is unable to agree to either of the dates the employee offered as an alternative to the originally requested date, then the next pay period following that second request, SEIU Local 521 will cash out the denied compensatory time off and will reduce the employee's accrued compensatory time by that amount. The compensatory time that was the subject of the denial will not be counted against the employees sixty-four (64 ) hour cap.

For clarity: As has always been the practice of SEIU Local 521, compensatory time has no cash value when a worker leaves employment. Any use of compensatory time must be approved at least two (2) weeks prior to separation date.

34.03 The Union and the Employer agree to comply with all applicable federal, state and local laws and regulations, including, but not limited to, provisions of the California Labor Code, Industrial Welfare Commission's Orders and Fair Labor Standards Act. The Employer and the Union agree to resolve any wage and hour claims concerning wages and hours of work arising from this Agreement and these other federal, state and local laws through the grievance and arbitration procedure.

34.04 Whenever employees covered by this Agreement are assigned to work under the direction of the International Union or another labor organization, such employees shall be subject to the Terms and Conditions of this Agreement.

### **ARTICLE 35 - TRANSFERS AND PROMOTIONS**

#### 35.01 Employer Initiated Transfers and Relocation Policy

Involuntary transfers outside an office cluster shall only occur for lack of work. In the event of a lack of work in one office cluster, volunteers for transfer shall be sought. If no one volunteers, the least senior worker in the affected cluster shall be offered vacant positions in any other office cluster.

Transfers will not be attempted as punitive measures. All transfers shall be posted for ten (10) working days via e-mail before external applicants are considered.

### 35.02 Transfers and Reassignments

Incumbent employees who have served two (2) years in their current assignment may request a transfer or reassignment to other positions in the bargaining unit. In exceptional circumstances a transfer request may be considered after less than two (2) years in an assignment. Employee requests shall be given serious consideration. If the request is denied, management will meet with the employee and given a specific reason for denial.

### 35.03 Promotions to Other Bargaining Unit Positions

All bargaining unit employees promoted will receive at least a five percent (5%) increase. All unit employees shall serve a four (4) month probation upon promotion to a higher position within the unit.

An employee who accepts an Employer-initiated transfer to a non-commutable work location (i.e. more than fifty miles) will be eligible for moving expense reimbursement if the employee has moved his/her residence to a commutable location.

The Employer will advance \$2,400 or a commute allowance of two hundred dollars (\$200.00) per month will be paid for up to one (1) year, or one hundred dollars (\$100.00) per month for two (2) years.

Employees who elect the commute allowance in lieu of relocation may, within one (1) year from the date of transfer, elect to move their residence. In such cases, relocation expenses will be reimbursed in accordance with the attached schedule up to a maximum of \$2,400. In no event will a combination of commute allowance and moving expenses exceed \$2,400.

### 35.04 Organizational Vacancies

All non-bargaining unit vacancies shall be posted internally via electronic email concurrently with external posting.

## **ARTICLE 36 - LABOR MANAGEMENT COMMITTEES**

36.01 The parties will maintain a twelve (12) member Labor Management Committee (up to six (6) from each party) to discuss and attempt to resolve work-related concerns such as workload, staff assignments, setting goals, facility and travel safety issues, and any other relevant topics.

36.02 The Committee shall meet at mutually agreed upon times monthly.

36.03 The Committee shall not address grievances or meet and confer issues.

36.04 The Committee shall have no authority to change wages, hours or terms and conditions of this Agreement.

36.05 Either SEIU 521 or CWA shall submit agenda items 3 business days prior to the regularly scheduled meetings. The parties agree to the following standing agenda items:

1. Vacancies
2. Wellness and Safety
3. Training

The standing agenda items do not limit either party from adding agenda items that may come up, in an effort to try and resolve them at the lowest level possible and improve labor and management communication and collaboration. If there is no need to meet, the meeting can be cancelled for the month by mutual agreement.

## **ARTICLE 37 - LEAD POSITIONS**

37.01 A Lead differential of 6% above his/her salary will be paid if a worker is assigned to lead one or more staff. Lead assignments will be clearly defined in writing with a specific start and end date, including the specifics of the Lead assignment duties. Should a lead differential be in place when a worker goes out on a leave of absence exceeding thirty (30) days, payment for the lead differential will cease after the 30<sup>th</sup> day of absence.

37.02 Duties shall include coordination, assisting new employees, planning, maintaining office hours, approving strategies, answering questions, securing coverage or covering during other employees' absences. Leads are responsible for hearing and responding to member complaints. He/she shall document and alert the appropriate supervisor of worker deficiencies and training needs. However, there shall be no responsibility to discipline other employees or generate disciplinary documents.

37.03 Leads shall not be stewards for staff they are directing.

## **ARTICLE 38 - OUT-OF-TOWN ASSIGNMENTS**

38.01 Out-of-town business or assignment is defined as any business or assignment which requires an overnight stay of an employee that is fifty (50) or more miles away from that employee's home-based office. One day trainings, conferences, meetings etc. do not generally require an overnight stay even if they may take place over 50 miles from the worker's home base as long as the base-to-base time spent is no more than 12 hours. Wherever possible management will arrange ride sharing so that driving time can be shared and safe. Of course, if there are other situations (e.g. dense fog, etc.) that make it unsafe or the particular worker perceives the situation as unsafe for the worker to return home without spending the night; those exceptions shall be granted on a case-by-case basis.

38.02 Travel time will be considered work time.

38.03 Any time an employee is authorized to travel to an out-of-town area, the Employer shall pay the actual cost of double occupancy hotel accommodations, or an apartment with individual

bedrooms and bathrooms. The Employer will consider requests for roommates. The Employer shall pay the cost of a single occupancy hotel room if the cost is fifty percent (50%) or less than the cost of a double room. It is not the responsibility of the Employer to find this option. The Employer will make every effort to select Union hotels.

38.04 If out-of-town work assignments exceed five (5) days, the employees shall be provided with accommodations that include a private bedroom and bathroom and access to a kitchen with a stove, where economically possible. The cost will be paid by the Employer.

38.05 Employees who are authorized to travel and stay out of town shall receive a daily meal allowance of fifty (\$50.00) dollars. For assigned meetings/trainings/events where meals are provided, the meal costs will be subtracted from per diem payments using breakfast (\$10) lunch (\$15) and dinner (\$25). Special exemptions shall be made for health and dietary needs of staff. Whether or not SEIU Local 521 is paying for a meal or not has no bearing on the workers' right to have a rest/meal period.

38.06 Friends or relatives who accompany an employee to a hotel are the responsibility of the employee, including any additional costs, and shall be subject to approval by the Employer, which will not be unreasonably denied.

38.07 During the period of the assignment, the employee shall be able to take at least three (3) consecutive days off, which will include the employee's regular days off in a pay period, at the end of each two week period while on assignment. The employee shall be eligible to receive round trip airfare, if applicable, to be used in conjunction with the days off. The Employer shall provide adequate travel time on the day preceding the employee's day(s) off to return to his/her regular jurisdiction at a reasonable time.

38.08 For every thirty (30) cumulative days worked on an out of town assignment, the employee shall receive one (1) day of compensatory time.

38.09 The Employer shall consider employee preference when making out-of-town assignments.

38.10 Out of town assignments will be made with two (2) weeks advance notice to the employee when possible.

38.11 Employees given an out of town assignment shall use a rental car or personal car at the Employer's discretion. If an overnight stay is not required, the employer will still determine whether a rental car or the employee's car will be used.

## **ARTICLE 39 - SHOW-UP TIME**

39.01 If a permanent full-time employee reports to work for a regularly scheduled workday and is not permitted to work because of circumstances within the control of the Employer, that employee shall not be subjected to any reduction in pay.

## **ARTICLE 40 - SUCCESSORSHIP**

40.01 In the event that the entire or part of the operation is transferred or taken over by any successors or administrators, the Employer will notify such successors or administrators that the employees were covered under this Agreement.

40.02 The Employer shall notify the Union as soon as the employer is aware of any possible merger or break-up of SEIU Local 521.

40.03 The employer will meet with the Union on the impact of a layoff due to merger, affiliation, or break-up of SEIU Local 521 in whole or part, as it relates to wages, hours, and working conditions.

## **ARTICLE 41 - NO STRIKE / NO LOCKOUT**

41.01 A refusal by any member of the bargaining unit to cross a picket line sanctioned by the AFL-CIO, the Building Trades Council, the Central Labor Council, or Change To Win shall not be constituted a violation of this Agreement.

41.02 There shall be no lockout of workers during the terms of this agreement.

41.03 During the term of this Agreement, the Union shall not cause, call or sanction strikes or work stoppages. The Employer and the Union will work together to bring any such unauthorized action to an end.

## **ARTICLE 42 - FLEX PLAN**

42.01 The Employer shall institute a pre-tax IRS 125 Plan on January 1, 2008. The Employer shall deposit two hundred ninety dollars (\$290.00) into each employee's account for single employees and five hundred and eighty dollars (\$580.00) for employees with families.

## **ARTICLE 43 - HOME-BASED OFFICE**

43.01 Home base for incumbent workers, including organizers, shall be the office to which they were assigned on upon ratification of this Agreement, absent any voluntary transfer or reassignment. Home base shall be used for purpose of mileage calculation and other travel considerations. Home base office relocations to within fifteen (15) miles of old home base office shall not constitute a change in home base.

43.02 Home base of new employees, including organizers, shall be assigned at the time of hire.

43.03 Home base may change as a result of reassignment or transfer or for external organizers by mutual agreement.

## **ARTICLE 44 - BULLETIN BOARDS**

44.01 The Employer will furnish, for the use of the Union, bulletin boards at reasonable locations. Reasonable is to be any SEIU Local 521 office where the Union employees report.

44.02 Bulletin boards shall be, at a minimum, 18"x36", 24"x 36", or 12" x 24". The number and location of bulletin boards shall be with due regard to visibility and accessibility to the Union employees.

44.03 Such bulletin board space shall be used only for the following subjects:

- Union recreational, social, and related news bulletins
- Scheduled Union meetings
- information concerning Union elections or the results thereof
- Reports of official business of the Union, including reports of committees or the Board of Directors.

44.04 All material shall clearly state that it is prepared and authorized by the Union.

## **ARTICLE 45 - EMPLOYMENT SECURITY**

45.01 Should the Employer establish a new job, or a job that combines work done in the unit with new duties that are appropriate to the bargaining unit, the resulting job shall be considered in the bargaining unit. The Employer will notify the Union in writing. The following procedure shall be implemented:

1. The Employer will meet with the Union and bargain wages, hours and working conditions.
2. In the event the parties do not reach agreement the services of a mutually agreed upon mediator shall be used to facilitate the process or resolve the difference. If there are costs associated with this process, the parties shall share them equally.
3. Upon resolution of the job description, wages, and minimum qualification for newly-created positions, the following procedure shall be followed:
  - a) The position shall be posted for notification to the bargaining unit in all worksites and electronically for a minimum of two (2) weeks.
  - b) All bargaining unit employees are eligible to apply (see 34.02).
  - c) The interview panel shall include, at Union option, one (1) non-voting bargaining unit member, who shall not be a candidate.
  - d) All bargaining unit applicants who meet the minimum qualifications will be interviewed by the panel.
  - e) If the interview panel does not certify internal applicants, the panel may decide that the applications will be solicited from outside the bargaining unit.

- f) The interview panel shall certify the names of applicants, if any, whom it recommends for hire and their ranking to the Employer, who shall select one of the applicants certified by the panel.

45.02 All internal applicants for new positions who are not selected will be notified in writing. Upon request, the Employer will explain the reasons to the applicant not selected.

45.03 Only failure to follow this process, as specified in 1 through 3 above, is subject to the grievance procedure.

## **ARTICLE 46 – EDUCATION & WELLNESS**

The employer shall maintain a tuition reimbursement and wellness program for the term of this Agreement. The fund will consist of ten thousand dollars (\$10,000) per contract year for the unit employees covered in this Agreement. These monies shall be allocated as \$5,000 towards Education and \$5,000 towards Wellness. Any monies not utilized by December 31<sup>st</sup> of each calendar year shall not roll over to the following calendar year. Guidelines for this program include:

1. The training or wellness reimbursement is related to the employee's career advancement, has demonstrated value to Local 521 or directly related to fitness programs to reduce stress and/or improve health well-being; or
2. Proof of payment for education classes and completion of course with a passing grade, and
3. There are sufficient available funds in the program.

Participation in the program shall be on a first come, first served basis. CWA and SEIU 521 shall administer the monies of this program through a committee made up of two (2) CWA representatives and one (1) SEIU 521 representative.

See Education & Wellness Policy.

## **ARTICLE 47 - HOUSING**

Limited re-opener on this topic, eighteen (18) months after ratification, wherein both parties will meet to re-assess the Local's financial situation and dependent on financial resources, discuss how we can address housing concerns collaboratively.

## **ARTICLE 48 - ELECTRONIC MONITORING**

Electronic recording of calls with members for Membership/COPE, interactions with SEIU 521 Member Resource Center (MRC), or other appropriate purposes shall occur only when employees and workers are notified when electronic recording will take place. Voice and video recordings will be monitored and may be utilized for coaching and providing individual training support for CWA staff to improve and strengthen our member's

experience with our union. Review of a call for training and quality assurance purposes shall take place within ten (10) days of the recording.

No employee will be disciplined, solely as a result of a review of the electronic recording unless the recorded conversation is evidence of gross misconduct (fraud, theft, etc.) or if the recorded conversation is evidence of a repeated failure to improve specific performance issues which have previously been brought to the employee's attention and for which the employee has received appropriate coaching with full compliance with all the requirements of progressive discipline under the CBA.

## ARTICLE 49 - TERM OF AGREEMENT

49.01 This Agreement will expire February 28, 2024. The parties agree that during the negotiations which resulted in this CBA each had an unlimited right and opportunity to submit proposals with respect to any subject or matter within the scope of representation. Therefore, during the term of this agreement, neither CWA nor SEIU shall be obligated to meet over any negotiated issues of any matter except to meet an emergent situation in which SEIU attempts to change a policy which affects wages, hours, and other conditions of employment.

### For SEIU Local 521

Debbie Narvaez

\_\_\_\_\_  
Debbie Narvaez  
Chief of Staff

\_\_\_\_\_  
Date

Robert Klimczak

\_\_\_\_\_  
Robert Klimczak  
Chief of Organizing

\_\_\_\_\_  
Date

Alysia Bonner

\_\_\_\_\_  
Alysia Bonner  
President

\_\_\_\_\_  
Date

### For CWA Local 9423

Signature on file

\_\_\_\_\_  
Robert Hogue,  
President

8-23-2021

\_\_\_\_\_  
Date

Valesca Sanchez Reyes

\_\_\_\_\_  
Valeska Sanchez

\_\_\_\_\_  
Date

9

\_\_\_\_\_  
Simone Cranston-Rhodes

\_\_\_\_\_  
Date

Alicia Metters

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Alicia Metters  
Region 2 Vice President

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Date

Tammy Dhanota

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Tammy Dhanota  
Region 1 Vice President

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Date

Kiernan Colby

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Kiernan Colby

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Date

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Courtney Koger

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Date

## APPENDIX A

<b>CWA Represented Classes</b>	<b>Wage scale</b>
Contract Enforcement Specialist Assistant	1.0

<b>CWA Represented Classes</b>	<b>Wage scale</b>
Internal Organizer	2.0
External Organizer	2.0
Communications Specialist	2.0
Community/Political Organizer	2.0
Contract Enforcement Specialist	2.0
Researcher	2.0

<b>CWA Represented Sr. Level Classes</b>	<b>Wage scale</b>
Sr. Internal Organizer	3.0
Sr. External Organizer	3.0
Sr. Researcher	3.0
Sr. Communications Specialist	3.0
Sr. Community/Political Organizer	3.0
Sr. Contract Enforcement Specialist	3.0

## APPENDIX B

### CWA Salary Schedule

rev 1.1	Effective Retro March 1st, 2021 with 2.5% increase, Retro will pay on July 2 <sup>nd</sup> 2021 pay date based on old scale step				
Wage scale	Classification	Step	Annual	Monthly	Biweekly
2.0	Internal Organizer External Organizer Community/Political Organizer Community Organizer Communications Specialist Researcher Contract Enforcement Specialist	A	63,335.70	5,277.98	2,435.99
		B	66,529.10	5,544.09	2,558.81
		1	69,855.56	5,821.30	2,686.75
		2	73,348.33	6,112.36	2,821.09
		3	77,015.75	6,417.98	2,962.14
		4	80,866.54	6,738.88	3,110.25
		5	84,909.86	7,075.82	3,265.76
		6	89,155.36	7,429.61	3,429.05
3.0	Senior Internal Organizer Senior External Organizer Senior Researcher Senior Communications Specialist Senior Community / Political Organizer Senior Contract Enforcement Specialist	1	93,613.13	7,801.09	3,600.50
		2	98,293.78	8,191.15	3,780.53
		3	103,208.41	8,600.70	3,969.55

rev 1.1	March 1st, 2021 with 2.5% increase. New scale steps effective 6/15/2021				
Wage scale	Classification	Step	Annual	Monthly	Biweekly
2.0	Internal Organizer External Organizer Community/Political Organizer Community Organizer Communications Specialist Researcher Contract Enforcement Specialist	1	73,348.33	6,112.36	2,821.09
		2	77,015.75	6,417.98	2,962.14
		3	80,866.54	6,738.88	3,110.25
		4	84,909.86	7,075.82	3,265.76
		5	89,155.36	7,429.61	3,429.05
		6	91,830.02	7,652.50	3,531.92
3.0	Senior Internal Organizer Senior External Organizer Senior Researcher Senior Communications Specialist Senior Community / Political Organizer Senior Contract Enforcement Specialist	1	93,613.13	7,801.09	3,600.50
		2	98,293.78	8,191.15	3,780.53
		3	103,208.41	8,600.70	3,969.55

rev 1.1	Effective first full pay period of March 2022 with 2% increase				
Wage scale	Classification	Step	Annual	Monthly	Biweekly
2.0	Internal Organizer	1	74,815.30	6,234.61	2,877.51
	External Organizer	2	78,556.06	6,546.34	3,021.39
	Community/Political Organizer	3	82,483.87	6,873.66	3,172.46
	Community Organizer	4	86,608.06	7,217.34	3,331.08
	Communications Specialist	5	90,938.46	7,578.21	3,497.63
	Researcher	6	94,584.92	7,882.08	3,637.88
	Contract Enforcement Specialist				
3.0	Senior Internal Organizer	1	95,485.39	7,957.12	3,672.51
	Senior External Organizer	2	100,259.66	8,354.97	3,856.14
	Senior Researcher	3	105,272.58	8,772.72	4,048.95
	Senior Communications Specialist				
	Senior Community / Political Organizer				
	Senior Contract Enforcement Specialist				

rev 1.1	Effective first full pay period of March 2023 with 2% increase				
Wage scale	Classification	Step	Annual	Monthly	Biweekly
2.0	Internal Organizer	1	76,311.61	6,359.30	2,935.06
	External Organizer	2	80,127.19	6,677.27	3,081.81
	Community/Political Organizer	3	84,133.55	7,011.13	3,235.91
	Community Organizer	4	88,340.22	7,361.69	3,397.70
	Communications Specialist	5	92,757.23	7,729.77	3,567.59
	Researcher	6	97,422.47	8,118.54	3,747.02
	Contract Enforcement Specialist				
3.0	Senior Internal Organizer	1	97,395.10	8,116.26	3,745.97
	Senior External Organizer	2	102,264.85	8,522.07	3,933.26
	Senior Researcher	3	107,378.03	8,948.17	4,129.92
	Senior Communications Specialist				
	Senior Community / Political Organizer				
	Senior Contract Enforcement Specialist				

## **APPENDIX C**

### **Contract Enforcement Specialist Assistant**

The Contract Enforcement Specialist Assistant (CESA) will be covered under all provisions of the Collective Bargaining Agreement, except for the compensatory time provisions of Article 33.01, and unless otherwise noted.

#### **HOURS OF EMPLOYMENT**

Contract Enforcement Specialist Assistants will be required to work a forty (40) hour work week with the flexibility for management to determine the starting and ending times of two (2) days per month for assigned work.

The normal designated workday shall be between the hours of 8:00 a.m. and 7:00 p.m., The worker and supervisor may agree to mutually acceptable alternate hours.

Schedules will be posted in the work place for no less than six (6) weeks. Schedules will be posted two (2) weeks in advance of the start of the posted schedule. Alternate schedules may be mutually agreed by the worker and supervisor with less notice.

Each CESA will have a home base. Travel time is included as work time.

#### **OVERTIME**

Overtime shall be defined as work beyond eight (8) hours per day or 40 hours per week. Overtime must be approved in advance by Management. All overtime shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the normal rate of pay after eight hours (8) per day or forty hours (40) per week.

For purposes of this section, paid hours associated with rest periods, vacation, compensatory time, sick leave, floating holidays or any other designated holiday shall be considered as hours worked for the purpose of determining overtime.

#### **MEAL PERIODS**

All employees will receive an unpaid meal period of not less than sixty (60) minutes. Meal periods may also be scheduled for thirty (30) minutes with mutual agreement of the worker and supervisor. Employees will be relieved of all active responsibilities and restrictions during meal periods.

#### **REST PERIODS**

All employees are entitled to a fifteen (15) minute duty free rest periods during each four (4) hours of work. A rest period shall count as fifteen (15) minutes of time worked for calculation of pay.

## **CELL PHONES**

Contract Enforcement Specialist Assistants are normally expected to be accessible by cell phone to their supervisor, other 521 staff or when on travel during working hours.

Contract Enforcement Specialist Assistants who use a personal cell phone shall receive a one hundred dollar (\$100.00) per month cell phone reimbursement upon providing the billing summary sheet.

## **TRANSPORTATION, MILEAGE & OTHER EXPENSES**

Contract Enforcement Specialist Assistants will not be required to drive as a requirement, but if he/she chooses to drive for work-related acts, he/she shall provide proof of a valid California driver's license and he/she shall receive mileage reimbursement at the maximum allowable IRS rate per mile for each mile driven.

## **WORKING OUT OF CLASS PAY**

If a CESA is requested by management to fill a vacancy of a Contract Enforcement Specialist for at least five (5) work days and performs the full range of duties, he/she will receive a ten percent (10%) increase.

## **RETURN TO FORMER CLASS**

Any permanent current worker, who is transferred, promoted or demotes to the Contract Enforcement Specialist Assistant position will not serve a probationary period. There will be no grievance rights if the employer determines the individual is not suited for the position during the first three (3) months. The employer or employee shall have the right to return the employee to his/her former class for a period of three (3) months and he/she shall retain all rights and benefits. The fact that the transfer, promotion or demotion did not work out would not jeopardize their employment status in their original classification and former office cluster, but will not have the guarantee to return to exact same route.

Between 30 and 40 days of entry into the position as a transfer from a CWA position, Local 521 will perform an evaluation of the work progress in the job class.

## **WAGES**

All new hired Contract Enforcement Specialist Assistants will be placed on the wage scale on APPENDIX B.

Any current worker who is qualified and transfers into this new classification may receive a wage credit for previous work experience in accordance with Article 15.02.

## **CLASSIFICATION INTENT**

Local 521 does not intend to use the Contract Enforcement Department Assistant classification to displace or layoff Internal Organizers, Contract Enforcement Specialists or External Organizers.

The intent of this classification is to develop a set of job duties that works by phone or in-person with members and stewards. The Union has expressed concerns that the job description is so broad that it will be used to have the CESA perform duties of a higher level classification without pay or that it fails to eliminate what they perceive as inordinate duties of existing classifications.

## **APPENDIX D**

### **SEIU Defined Benefit Affiliates, Officers and Employees Pension Current Annual Required Contributions**

**Rate for 2019 = 21%**

**Rate for 2020 = 21%**

**Rate for 2021 = 21%**

## **APPENDIX E**

### **SENIOR CLASSIFICATIONS**

1. Flexibly Staffed Senior Classifications (excluding Sr. CES)

The following "Senior" classifications as outlined below, will be covered under all provisions of the Collective Bargaining Agreement:

- Senior Internal Organizer
- Senior External Organizer
- Senior Communications Specialist
- Senior Researcher
- Senior Community/Political Organizer

The classifications outlined above are flexibly staffed positions that have specific experience and requirements. Flexible promotion to a Senior position will require that employee meet the requirements of the higher-level classification and that a budgeted higher-level position be available. When a position is identified as a flexibly staffed position it means it can be filled by a journey or senior level position. Consult the classification specification for the position details.

Flexibly staffed positions will be assigned by team/Dept:

1. Salinas/Santa Cruz Team
2. Santa Clara Team
3. Peninsula, Schools and Special Districts Team
4. Visalia/Fresno Team
5. Bakersfield Team
6. Communications Dept.
7. Political Dept.
8. Research Dept.
9. External Organizing Dept.

When a flexibly staffed Senior position becomes available within a team, the position will be filled after a ten (10) day internal posting, application/interview process. Should the team where the Senior position has been posted be currently fully staffed only staff members of that team may be eligible to apply and be considered should they meet the minimum requirements of the position. This process shall not result in a vacancy within that team.

Should the team where the Senior position has been posted have a vacancy, the staff members of other teams and external candidates may be eligible to apply and be considered should they meet the minimum requirements of the position. Should a staff member from another team be selected to fill the Senior position their position will be considered a vacancy in that team. Internal applicants promoted into a Senior position shall be subject to a six four (6 4) month probationary period in accordance with Article 35.03. External candidates selected, should a vacancy exist, shall be subject to probation in accordance with Article 10.

#### **Rights Upon Promotion**

(A) Any worker who is on a probationary promotion within their team, shall retain all rights and benefits of their former class while in probationary status should the employee fail probation.

Should the worker fail probation within the promotional probationary period, the worker shall be returned to previous class.

(B) Should a worker on probationary promotion, who was promoted from a different team, fail probation, they shall retain rights to return to former class. Should the position previously held be filled, the provisions of Article 23 – Layoff and Re-instatement apply.

## 2. Senior Contract Enforcement Specialist – Rights upon Promotion

(A) Any worker who is on a probationary promotion in Contract Enforcement Department, shall retain all rights and benefits of their former class while in probationary status. Should the worker fail probation within the promotional probationary period, the worker shall be returned to previous class. Should the position previously held be filled, the provisions of Article 23 – Layoff and Re-instatement apply.

## **APPENDIX F**

### **Side Letter for Joint Labor Management Committee for Staffing and Member Strength**

Upon ratification, a Joint Labor Management Committee on the Staffing and Member Strength will be formed, made up of four representatives designated by SEIU 521 and four representatives by CWA 9423.

The goal of this committee is to identify steps which the parties can take to make sure budgeted bargaining unit positions are filled in a timely manner. The committee will also review current programs and practices, membership participation, leadership development, membership signups, COPE signups, and drops and make recommendations for how bargaining unit staff, management staff, and elected leaders can more effectively work together to achieve the vision and plans adopted by the SEIU 521 Executive Board to build a more powerful, member-led union. Within 90 days of ratification the committee will make a recommendation to the CEO on steps which the local can take to reduce the duration of bargaining unit vacancies when they occur with a priority on filling any vacancies which existed on the date of ratification and which have not yet been filled ninety (90) days after ratification.

Within one hundred eighty (180) days of convening, the committee will also jointly make a recommendation to the officers on policies, actions, practices, which it recommends in order that bargaining unit staff, management staff and elected leaders can more effectively work together to achieve the vision and plans adopted by the SEIU 521 Executive Board to have a more powerful, member-led union. In the event, that the CWA 9423 and SEIU 521 designated members of the committee are not able to reach consensus on their recommendations, the committee will share a report with the Officers detailing the recommendations of each group, including any upon which there is consensus.

Nothing contained in this side letter agreement shall limit nor prohibit SEIU Local 521's sole authority to fill positions.

## APPENDIX G

### Letter of Agreement between SEIU Local 521 and CWA Local 9423 on new hire on boarding

SEIU 521 agrees that providing the resources and information for staff upon hire is important to the success and their ability to support our members in the worksites and beyond. In order to support and familiarize newly hired staff with relevant processes and policies of the Union, the parties agree to work collaboratively and obtain feedback from CWA Local 9423 as follows:

The parties shall establish a committee of no more than four (4) CWA Local 9423 and four (4) SEIU 521 representatives, no later than sixty (60) days from ratification and shall meet monthly until such time that appropriate input is provided. Thereafter, this shall remain a topic of discussion for monthly LMC meetings.

Discussion and input for new hire information shall include but not limited to:

- SEIU 521 Organizational chart
- Information on how to use the software necessary to perform their job functions, including but not limited to Ulink and Zoom
- Communication protocols (i.e. eblasts, text blasts, flyers)
- Clear expectations and paperwork for sign in sheets, workplans, and reimbursements
- MOUs and Bylaws for all chapters with whom they shall interface, if applicable
- Sample documents such as proposals, information requests, meet and confers, and demand to bargain letters

Signature:   
Debbie Narvaez (Jul 17, 2021 12:33 PDT)  
Email: debbie.narvaez@seiu521.org

Signature:   
Robert Klimczak (Jul 19, 2021 07:47 PDT)  
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Signature:   
Email: lavonbonner@yahoo.com

Signature:   
Alicia Metters (Aug 2, 2021 21:13 PDT)  
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Tammy Dhanota (Aug 9, 2021 09:01 PDT)  
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