# Collective Bargaining Agreement Between SEIU Local 620 and Communications Workers of America

#### **PREAMBLE**

THIS AGREEMENT is made and entered into April 30, 2024, between the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 620, hereinafter referred to as the "Employer," and the, COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the Employer, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment. It is understood that the Employer is engaged in furnishing service to the SEIU LOCAL 620 membership.

#### **ARTICLE 1 - RECOGNITION**

## Section 1-1 Recognition

The Employer recognizes the Union as the sole and exclusive representative of all employees within the bargaining unit as defined by the Recognition Agreement signed by the parties on July 29, 2010. The bargaining unit shall include all full time, non-supervisory employees as defined therein. The bargaining unit shall exclude all supervisory; temporary; confidential; management and all other employees excluded by the Recognition Agreement and/or the National Labor Relations Act. Any change to the Bargaining Unit requires the parties to meet/confer.

## Section 1-2 Management Rights

The Union shall recognize the prerogatives of the Executive Director, with concurrence, Of Service Employees International Union Local 620, Executive Board of Directors to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

- 1. Direct employees:
- 2. Hire, promote, transfer, assign, and retain employees subject to previsions this agreement;
- 3. Relieve employees from duties because of lack of work or funds subject to lay-off article contained within this agreement;
- 4. Maintain the efficiency of SEIU Local 620 operations:
- 5. Determine the methods, means, job classifications, and personnel by which SEIU Local 620 operations are to be conducted;
- 6. Take whatever actions may be necessary to carry out the missions of SEIU Local 620 in situations of emergency; and
- 7. Establish the methods and processes by which work is performed.

Such rights are retained by the Executive Director, with concurrence, of Local 620's Executive Board unless such rights are specifically relinquished in this Agreement.

This section is not intended to restrict consultation with the union or its Representatives about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment providing such terms and conditions are within the scope of bargaining.

Whenever a person is hired in a job classification included in the Unit as defined above, the Employer shall notify the employee that the Union is the recognized representative for employees in that classification.

Should the Employer establish a new union eligible classification, the employer shall notify the Union in writing.

The parties agree that, for new classifications not previously covered by the Recognition Agreement, the initial determination and inclusion or exclusion in the represented unit will be made by management. However the parties also agree to meet and discuss, upon request of the Union, the Employer's determination in these matters. Unresolved disputes over the application of this determination may be submitted to the grievance procedure contained herein.

The parties agree that Management Rights as summarized above include but are not limited to, the right to contract out work and or transfer work out of the unit. However, the parties agree that upon request of the Union the Employer will meet and confer over the impacts of these decisions on the terms and conditions of employees in represented classifications to the extent such terms and conditions are within the scope of representation.

The Employer agrees to provide, in the event it assigns its jurisdiction or any portion thereof, merges with another organization, or is succeeded by another organization, that the assignee or merged organization shall be bound by this Collective Bargaining Agreement (CBA) and the Recognition Agreement(s) between the parties to the extent legally possible and within its control.

## Section 1-2a Employee / Union Rights

The Employer and the Union agree that employees eligible for membership in the union shall have and shall be protected in the exercise of their right freely and without fear of penalty and reprisal, to form, join, and participate in authorized union functions on employees own time which includes off-hours, preapproved vacation time or as required by law. The freedom of such employees to assist the union shall be recognized as extending to participation in the management of the union in the capacity of union officer, including, following notification of the appropriate management representative, presentation of its views to the officials of the employer on employees own time which includes off-hours, preapproved vacation time or as required by law. The employer shall not interfere, restrain, or discriminate against any employee, of this bargaining unit, exercising his/her rights under this section.

The employer recognizes and agrees to meet directly with the elected or appointed representatives of the union on all matters covered by this collective bargaining agreement which affects terms and conditions of employment or as required by law.

The employer and the union recognizes that it is in the best interests of both parties that the relationship between them be characterized by mutual responsibility and respect.

## Section 1-3 Temporary Employees

Temporary Employees are not included in the Recognition Agreement nor covered by this agreement. However, the parties agree that when a temporary, non-permanent employee is working in a vacancy in a represented classification that unless such person is filling in for a staff person on approved leave of absence from such a represented classification that they will not be employed continuously for more than 270 calendar days.

The parties further agree that nothing in this Section is intended to waive any Management Right including, but not limited to the right to hire Independent Contractors for projects of temporary and/or limited duration.

## Section 1-4 a Dues Check Off

Upon submission of a signed dues authorization (See Addendum "B"), the Employer agrees to deduct CWA dues from the wages of each employee each pay period. The Employer agrees to forward such authorized dues to the Secretary-Treasurer of the CWA monthly.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of the Employer's compliance with any of the provisions of this Section.

## Religious Exemption from Agency Fee Obligations:

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay by means of mandatory payroll deduction an amount equal to the agency fee to a non-religious, non-labor charitable organization exempt from taxation under Section 501 C(3) of the Internal Revenue Code, as designated by the employee from a list provided by the Union and approved by the Employer.

To qualify for the religious exemption the employee must provide to the Union, with a copy to the Employer, a written statement of objection, along with verifiable evidence of membership in a religious body as described above. The Employer will implement the change in status within thirty days unless notified by the Union that the requested exemption is not valid.

## Rescission of Agency Shop

An agency shop provision may be rescinded following the general provisions contained in Government Code Section 3502.5 (b). Rescission elections shall be conducted by the Federal Mediation and Conciliation Service or other neutral party mutually agreeable to the Union and the Employer.

## Indemnification/Hold Harmless Clause

The Union agrees to fully indemnify and defend the Employer and its Officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly out of any action taken or not taken by or on behalf of the Employer under this agreement including but not limited to any suit instituted against the Employer arising from its check off for the dues or fees of the Union, or its failure to do so.

## Section 1-5 Access to Records

Employees are permitted to review all of his/her personnel record(s). Union representatives shall be permitted to review employees' records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The Employer retains the right to verify authorizing signatures for the purpose of administering this Section. An Employer's representative shall maintain a presence whenever a record is being reviewed. Such represented employees and/or authorized reviewers may request a copy of said personnel record(s). Copies shall be provided at the employer's earliest practical opportunity.

A Letter of Reprimand or Letter of Concern containing a written warning *may be requested* to be removed from an employee's official personnel file upon request of the affected employee after one (1)

year from the date of the Letter or Warning, provided the Employer has not initiated any subsequent corrective action as documented in the employee's personnel record.

All requests under this Section shall be presented in writing and, shall be entered into the personnel file.

Negative or adverse comments or documents will not be placed in the employee's personnel file without prior notice to the employee. Upon review the employee may initial the comment or document. If the employee refuses to initial the comment or document, the employee's refusal may be noted on, or attached to, the comment or document.

#### Section 1-6 Stewards

CWA shall provide the Employer with written notification of designated Shop Stewards. Stewards will be granted reasonable release time to attend joint meetings with Management for purposes of administering the contract, including grievances, investigatory or disciplinary meetings, and Labor Management meetings and will suffer no loss of seniority or pay for such time. In case of a conflict between their work assignments and Steward responsibilities, CWA shall designate an alternate Steward.

In addition to the reasonable release time described above for the purpose of representation, stewards who are employees of SEIU Local 620 may also request and may be granted approved absences without pay or, may request and may be granted usage of accrued vacation and/or holiday leave for the following purposes provided such absences do not disrupt or interfere with the employer's organizational needs, subject to the following limitations:

- a. The period of approved absence will be used solely for the purpose of enabling authorized representatives of the Union to carry on activities of the Union. The period of the absence may be used to attend national or regional conventions and meetings of the Union.
- b. Such leave shall be for a maximum of five (5) days per year for up to not more than two (2) members of the bargaining unit.
- c. The employer shall not unreasonably deny such requests for use of accrued leave.

## Section 1-7 Labor-Management Committees

The parties will establish and maintain a Labor-Management Committee to discuss and attempt to resolve work-related concerns of either party.

The committee will consist of four (4) members with each party designating two (2).

The committee will meet quarterly on a mutually agreed upon day and time or more often by either parties initiation, but no more than once a month]. At least a week in advance of the meeting, the party initiating the meeting will provide the other party a written agenda of the matters to be discussed. Minutes will be kept and copies supplied to all members of the committee after being approved by both parties.

Agreement reached between the parties in the committee will be taken to the appropriate body for approval and implementation if necessary.

## Section 1-8 Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee because of race, color, religion, creed, sex, national origin, sexual orientation, gender identification/expression, union activity, political affiliation, marital status, age, disability or veteran status.

## Section 1-9 Bulletin Boards

The Employer agrees to provide space for a CWA bulletin board in its offices where bargaining unit employees are assigned. Use of the bulletin board is for official CWA union business only. Offensive materials are not permitted. It is understood that the size of the bulletin boards shall be no smaller than thirty inches by forty inches and the location shall be such as to provide bargaining unit members free and unfettered access to it. The Employer shall have the right to determine or approve installation locations and the Union shall bear all costs of materials and labor.

## Section 1-1 Reasonable Use of Resources

The Employer agrees to provide reasonable access to office equipment including computers and telephones for the purpose of contract maintenance and enforcement. It should be noted that Local 620 computers and office equipment is the property of Local 620 and are subject to inspection at any time including any data stored in said equipment.

## **ARTICLE 2 - PAY AND HOURS**

## Section 2-1 Compensation

Conditions relative to and governing wages and salaries are contained in Addendum A of this Agreement. When not in direct conflict with articles of this agreement, the employer may refer to the policies, and/or Civil Service Rules as established by Santa Barbara County, California, as a guideline to best determine the policy of SEIU Local 620.

## Section 2-2 Hours

Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided for herein.

## Section 2-3 Workday

A regular workday shall consist of a minimum eight (8) hours of continuous work. Employees shall also be granted a duty-free meal break and two 15 minute rest periods between each 4 hour work period.

#### Section 2-4 Work Week

A regular workweek shall consist of five regular workdays, normally Monday through Friday, totaling a minimum of 40 hours. The employer retains the right to schedule evening and week-end work as necessary for special assignments.

## Section 2-5 Alternative Work Schedules

The Employer and the Union agree that under some circumstances, alternative work schedules (9/80, 4/10, and/or modified starting or ending times) may be beneficial to both employees and the Employer. Accordingly, employees may request to work an alternative work schedule. Such requests shall be subject to approval or denial by the Employer. Management reserves the right to remove employees from alternative work schedules and, to the extent possible, two weeks advance written notice will be provided to the employee affected by any such removal. Employees shall not be removed from alternative work schedules for arbitrary or capricious reasons.

## Section 2-6 Designated Work Week

In work areas where a regular workweek is not feasible, employees may be assigned to a designated workweek. Designated work week which are deemed outside the regular work week shall be reduced in writing and placed in the employee's personnel file.

A designated workweek shall consist of a minimum of 40 hours composed of any five consecutive workdays, immediately followed by two days off.

Section 2-7 Pay Plan

The Pay Plan Rules are contained in Addendum A.

Section 2-8 Staggered Work Hours

The Employer may schedule staggered working hours within the eight-hour workday. Staggered hours as scheduled shall be reduced in writing and placed in the employee's personnel file.

Section 2-9 Working Out of Classification

If an employee is selected and given written authorization by a Management designee to temporarily fill a vacancy in a higher graded job, s/he shall be paid at the higher grade that will result in a minimum of 5.0% or step "A", whichever is highest. Management will not adopt a policy of refusing to authorize such assignments.

Section 2-10 Pay Increases: Effective Date

Whenever an employee receives a pay increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

Section 2-11 Double Time

Time for non-exempt employees shall be paid at the time rate of two (2) times the hourly rate for each hour worked on the designated holidays listed in Article 4.1.

Section 2-12 Training

An employee designated to train or onboard new staff shall be entitled to an additional (5%) of their base wage for the designated training period. The training period shall be designated in writing by the Executive Director, Interim Executive Director or Acting Executive Director and only extended by mutual agreement.

Section 2-13 Move Up Pay

When an employee is assigned as a Lead Worker when the Executive Director, Interim Execuitve Director or Acting Executive Director is out of office for (4) or more days, the designated employee shall be entitled to Move Up Pay of fifteen (15%) of their base salary for the entirety of the ED's, I.E.D's, or A.E.D's absence

## **ARTICLE 3 - OVERTIME AND COMPENSATORY TIME**

## Section 3-1 "Non-exempt" Employees

"Non-exempt" employee means an employee subject to the overtime provisions of the Federal Fair Labor Standards Act and its regulations. "Non-exempt" employees shall be paid at a rate of one and one-half times their regular rate of pay for all authorized time they work over eight hours per day, or 40 hours per week. The over eight-hours per day overtime provisions of this Article shall not be in effect in those instances where employees are on a work schedule that anticipates an employee working 40 hours per week in other than five eight-hour days.

Double-time shall be paid at the rate of two (2) times the hourly rate for each hour worked in excess of twelve (12) hours in a day or in excess of eight (8) hours on the seventh consecutive day.

## Section 3-2 "Non-exempt" Compensatory Time

Upon mutual agreement between the employee and Management, a "non-exempt" employee may be allowed to accrue and use non-exempt compensatory time in lieu of cash overtime compensation.

#### Subsection 3-2-1

Compensatory time for "non-exempt" employees will accrue at the rate of one and one half hours for each hour of overtime worked.

#### Subsection 3-2-2

"Non-exempt" compensatory time shall not be accrued beyond a sixty (60) hour maximum.

#### Subsection 3-2-3

A "non-exempt" employee must have the appropriate supervisor's prior written approval to accrue or use compensatory time. Following any such approval of accruals of compensatory time, utilization of accruals shall be requested and approved or denied on the same forms and using the same procedures as for vacation hours with copies of such forms placed in the appropriate personnel file. A written accounting, similar to other leave accruals shall be maintained and approved by management for all approved compensatory accruals.

#### Section 3-2-4

Consenting employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour workweek.

#### Section 3-2-5

The Employer agrees not to block out periods of time during which by policy employees will not be allowed to use accrued compensatory time so long as it is understood that the Employer may approve or disapprove compensatory time usage dependent upon the needs of SEIU Local 620.

#### Subsection 3-2-6

Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay.

## Section 3-3 "Exempt" Employees

"Exempt" employee means an employee in a position which is not subject to the overtime pay of the Federal Fair Labor Standards Act and its regulations. Such exempt positions currently include those designated as Field Representative; Trainee Field Representative; Field Support Representative; and Steward / Field Support Lead. It is understood that such positions including but not limited to the above mentioned positions, may or may not work a regular work week do to the nature of the business at hand, however, are required to work a minimum of forty (40) hours within a continuous 168 hour period beginning on Sunday at 12:00 AM and ending on Saturday at 11:59:59 PM. This section shall be administered in accordance with the applicable provisions of the Fair Labor Standards Act, and Federal regulations. "Exempt" employees shall be given Administrative Leave, under the following provisions:

#### Sub-Section 3-3-1

Exempt employees are compensated for meeting the requirements and performing the duties of their job regardless of the number or scheduling of hours worked. Such employees may be required periodically or routinely to work long or irregular hours, and to attend various meetings and functions outside of normal "business hours" to fulfill their responsibilities.

The purpose of administrative leave is to provide a process for authorized leave time to record amounts to be paid to exempt employees when their pay period total regular hours plus any use of vacation, holiday or sick leave is less than their normal schedule (e.g., 80 hours for full-time employees).

#### Sub-Section 3-3-2

Approval Required: Administrative Leave is not an entitlement, it is not related to hours worked (i.e., leave is not granted on a one-for-one worked basis), nor is it subject to accrual or payment for unused leave. Use is completely discretionary, upon written approval of the supervisor. Supervisors may approve administrative leave in recognition of extraordinary work assignments, excessive work time beyond normal work schedules or to reward outstanding individual performance. Exempt Employees are not eligible to receive Administrative Leave until they have been a regular employee for six (6) continuous months.

#### Sub-Section 3-3-3

Procedure: Exempt employees, after having recorded any regular, sick leave, holiday and/or vacation taken as appropriate in a pay period, may use administrative leave with the written approval of their supervisor. The supervisor may grant a salaried employee up to 108 hours of administrative leave per payroll year with Executive Director approval. The Executive Director, with concurrence of Local 620 Executive Board, may approve additional administrative leave upon the written request of the supervisor.

The approval of administrative leave shall be documented in written form and using the same procedures as for vacation requests with copies of such requests placed in the employee's personnel file.

#### Section 3-4 Travel

If the job-related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated in accordance with the terms of this Article.

## Section 3-5 Time Worked

Authorized holiday leave, annual leave, or compensatory time off shall constitute time worked when computing overtime or compensatory time credits under this Article.

#### Section 3-6 Bargaining Unit Work

The Employer agrees that no supervisor or administrator will regularly perform the duties of an employee covered by this Agreement who is ready, willing and able to perform such duties and who would normally be entitled to overtime for such performance.

#### Section 3-7 Pyramiding

Overtime, administrative time or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

#### **ARTICLE 4 - HOLIDAYS**

## Section 4-1 Designated Holidays

For pay purposes the following shall be recognized holidays for bargaining unit employees:

New Year's Day

January 1

Martin Luther King

3<sup>rd</sup> Monday January

Lincoln's & Washington's Birthday

3rd Monday in February

Cesar Chavez Day

Floater

Memorial Day

Last Monday in May

Juneteenth

June 19<sup>th</sup>

Independence Day

July 4

Labor Day

1st Monday in September

Veteran's Day

November 11

Thanksgiving Day

4<sup>th</sup> Thursday in November 4<sup>th</sup> Friday in November

Day after Thanksgiving

Devel 05

Christmas Day

December 25

Employee's Birthday

Floater

#### Section 4-2 Holiday Pay

The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees.

## Section 4-3 Holiday Accrual

All regular employees in a paid status (including paid leaves) for any portion of pay period one of each year shall be credited with sixteen hours of Holiday Leave. This Holiday Leave shall be used during the year accrued. Unused Holiday Leave may not be accumulated from year to year.

#### Section 4-4 Holiday Scheduling

Each holiday which falls on Saturday shall be observed on the preceding Friday; and, in this event, the Saturday shall not be considered as a holiday for purposes of compensation and/or time off. Each holiday which falls on Sunday shall be observed on the following Monday; and, in this event, the Sunday shall not be considered as a holiday for purposes of compensation and/or time off.

#### **ARTICLE 5 - LEAVES**

## Section 5-1 Sick Leave

Sick leave means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family. Immediate family is defined as an employee's spouse or Domestic partner, parent, grandparent, grandchild, brother, sister, child, in-laws, step relatives, household dependents and all the same relatives of the employee's spouse or Domestic Partner. Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, pregnancy, or pregnancy related illness, exposure to contagious disease that requires quarantine, or necessary absence from duty to receive medical, optical, or dental examination or treatment.

## Section 5-2 Accrual Rate

Employees shall be granted sick leave according to the following at a rate of 0.0463 hours for each hour in a regular pay status excluding overtime.

#### Sub-Section 5-2-1 Sick Leave Provisions

Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to ensure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absences in excess of three working days without receipt of proper notification by the Employer from the employee may constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee. In cases where employees are performing functions that will require a replacement, said employees will, if possible, notify Management of their absence as soon as practical in advance of the beginning of the employee's work day.

#### Sub-Section 5-2-2

Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, s/he may utilize any other accrued paid leave. If an employee has exhausted all accrued sick leave, the Employer may permit the employee to be placed on a leave without pay status for up to one year, renewable thereafter at the Employer's option on an annual basis.

#### Sub-Section 5-2-3

In the event that an employee on vacation becomes ill, the employee shall be afforded the right to change his/her vacation status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable medical certification, if required.

#### Sub-Section 5-2-4

The Employer may not require a doctor's certificate to substantiate sick leave usage from an employee in the bargaining unit unless the employee has been away from work in excess of three (3) consecutive days on sick leave or unless the Employer has good reason to suspect sick leave abuse.

#### Sub-Section 5-2-5.

In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

#### Sub-Section 5-2-6

If an employee voluntarily leaves employment with Local 620 either due to retirement or voluntary resignation then said employee will receive pay out of unused sick leave as listed below:

5 years or less: Maximum 80 Hours 5 + to 10 years: Maximum 120 Hours 10 to 20 years: Maximum 160 Hours 20+ years: Maximum 320 Hours

#### Sub-Section 5-2-7

Eligible employees of the bargaining unit who cumulatively earn and bank over two-hundred forty (240) of sick time shall be allowed to convert, for usage, seven (7) sick days of earned and banked sick time into seven (7) personal days per year contingent on said employee having a satisfactory or better evaluation. All converted sick time days into personal days shall be utilized within the calendar year and cannot be carried over to next calendar year, nor banked into a separate created bank. Employee's converted personal bank is considered a benefit and not property resulting in no cash value upon separation from employment. Converted Personal days will be treated similar to vacation days which requires pre approval before utilizing.

In the event that planned converted sick days into personal days is disrupted due to illness or injury and/or cancelled due to work related issues, such converted personal days shall be reconverted back to their respective employee's sick bank

## Section 5-3 Vacation Provisions

#### Sub-Section 5-3-1

Vacation for each hour in a regular pay status, excluding overtime, each regular full-time employee shall accrue vacation based on continuous service as provided in the chart below.

Years	Months	Accrual	Max allowed
0- 2 yrs.	(0- 24 mo.) .	.0463 hrs. / 96 hrs.	288 hrs.
3- 4 yrs.	(25- 48 mo.)	.0616 hrs. /128 hrs.	288 hrs.
5-10 yrs.	(49-120 mo.)	.0731 hrs. /152 hrs.	360 hrs.
11-14 yrs.	(121-168 mo.)	.0847 hrs. /176 hrs.	390 hrs.
15+ yrs.	(169+ mo.)	.0962 hrs. /200 hrs.	420 hrs.

Throughout the term of the contract, maximum vacation accruals (CAP) at all levels will temporarily increase by forty (40) hours. SEIU Local 620 will follow the County of Santa Barbara contract as much as possible. If this CAP is permanently implemented in the successor Couty Contract then it will be added to this contract with a modifier.

#### Sub-Section 5-3-2

Employees with more than five years of continuous service may – twice during each calendar year (once during the month of July and once during the month of December) request pay for up to a cumulative total of one-hundred (100) hours of accrued vacation in lieu of vacation time off during a calendar year. Such vacation conversion shall require the approval of the Executive

Director and, his/her considerations shall take into account the number of and, impact of such requests, upon the union's finances. Any such approvals shall be based on the employee's hourly rate in effect at the time of payment. After the vacation conversion, an employee shall have an accrued vacation balance of at least forty (40) hours.

## Sub-Section 5-3-3

Service credit may be applied to a new employee for relevant previous experience in determining the employee's vacation accrual rates. Such approval requires the Executive Director's approval.

#### Section 5-4 Bereavement Leave

In case of death in an employee's immediate family, an employee may be granted up to five (5) working days leave with pay not to be charged to sick leave. If exceptional circumstances exist, the Executive Director may grant a longer leave of absence charged to sick leave or vacation leave upon mutual agreement.

The above referenced paid bereavement leave will also apply to leave for a reproductive loss event, defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, as outlined by state law.

#### <u>Section 5-5</u> Jury Duty or Witness Leave Of Absence

A leave of absence with pay not chargeable to sick leave or vacation shall be granted to an employee who is required to be absent from work for jury service or due to being subpoenaed as a non-party witness for a civil or criminal proceeding in a court or administrative tribunal.

#### Section 5-6 Leave Donation

In order to provide a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury, the Employer shall allow employees to voluntarily donate the monetary value of not more than eighty (80) hours of their accrued vacation, holiday or overtime hours to a specific employee who has exhausted his/her own available leave balances. To be eligible to make a donation requires the donating employee to retain a minimum of forty (40) accrued hours in their vacation bank after the donation. Serious or catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's immediate family member requiring the employee's attendance.

Upon approval of a request for donations, the Employer shall, at the employee's request, post a notice of the eligible employee's need for donations on bulletin boards accessible to employees or via email or other electronic communications; confidential medical information shall not be included in the notice.

Signed approvals of the receiving and donating employees must be properly provided before a donation is processed. Such approvals shall be placed in each employees personnel file. The conversion shall be calculated by valuing the donating employees hours at their rate of pay at the time of the donation and then converting the resulting dollar amount into the amount of hours thus provided at the receiving employee's rate of pay.

Nothing in this section shall be construed to modify the employment relationship between SEIU Local 620 and the receiving employee, or to restrict the Employer's management rights. Neither shall this section modify existing policies nor agreements regarding unpaid leave of absence or family care leave.

## ARTICLE 6 - LAY-OFFS, LEAVES WITHOUT PAY & SENIORITY

## Section 6-I Seniority

Seniority means an employee's length of continuous service with the Employer from his/her day of hire. Seniority shall be recognized after completion of the probationary period normally consisting of one year. However, seniority for the purpose of leave and benefit accrual shall commence on the day of hire. The Employer may extend the probationary period for up to an additional six (6) months in order to enable the correction of deficiencies, but the initial probationary period shall not to exceed eighteen (18) months and shall date back to the first day of employment. Employees may protest their seniority designation through the grievance procedure if they have cause to believe that an error has been made.

#### Sub-Section 6-1-1

Absence from the job due to layoffs will be considered lost time for the purpose of seniority; however, previous employment upon re-employment shall count toward seniority;

## Sub-Section 6-1-2

To be absent from the job due to a leave of absence without pay will be considered lost time for the purpose of seniority; however, previous employment upon re-employment shall count toward seniority;

#### Sub-Section 6-1-3

To be absent from the job due to active military leave will not affect seniority. Time spent in military service will count towards seniority as though the employee had never left their job;

#### Sub-Section 6-1-4

Absence due to accidental injury in the line of duty shall be considered as time worked for the purposes of determining seniority and granting of any benefits which are based upon seniority covered by this Agreement;

#### Sub-Section 6-1-5

An employee's seniority shall terminate upon voluntary resignation, discharge for just cause, retirement, by failure to report after recall from layoff or after a period of 2 years on layoff status.

#### Sub-Section 6-1-6

Lay-offs due to lack of work or lack of funds will be based on seniority within a given classification. Bumping rights to other classifications is permissible if the more senior employee is determined by management to be qualified for said position. Employees who are scheduled to be released shall be given at least thirty (30) calendar day notice and a copy of such notices shall also be sent to the Union or a representative designated by the Union. Employees with at least two less than satisfactory evaluations, of which at least one shall be an annual evaluation, within the previous 18 months prior to lay-offs will be subject to lay-off first no matter what their seniority is.

Employees shall have the right of recall to their position for a period ending two years from the date of their layoff except as provided in sub-section 6-6 as it relates to employees with less

than satisfactory evaluations. Recall shall be by notice to the employee's last known address, with a copy of such notice to the Union Representative. If the employee fails to notify the employer within ten (I0) calendar days of his intention to return to work, such employee shall be considered as having forfeited his right to re-employment.

Employees on layoff shall be offered re-employment in reverse order of layoff and no unit position affected by layoff shall be filled by new hires during the two year recall period until all qualified employees (as determined by management) laid off in the same classification shall be offered and refuse or forfeit his/her right to re-employment.

Employees subject to lay-off or involuntary termination without just cause shall receive:

1 to 5 years: 80 Hours 5+ to 10 years: 120 Hours 10+ to 20 years: 160 Hours 20+ years: 200 Hours

Section 6-2 Personal Leaves

Personal Leave of absences without pay may be granted by the employer, but not to exceed 90 calendar days. Requests and approvals must be in writing and shall be placed in the employee's personal file.

#### Section 6-3 Family Leave

The employer agrees to provide the same family leave provisions for its employees as those of the employer's members of the County of Santa Barbara Chapter except FMLA provisions due to the number of employees employed by Local 620. Local 620 will attempt to provide as much leave as possible dependent on current staffing levels and workload. Additional sick leave for family care may be granted with Executive Director's approval. Additional family leave time that is chargeable to sick leave may be requested and must be reasonable, require supporting documentation and will not be denied for arbitrary or capricious reasons.

#### Section 6-4 Promotions

The Employer shall recognize qualifications, performance or testing (if applicable), and seniority with SEIU Local 620 equally in awarding promotions to the employees when filling newly created or vacated positions. Management maintains the ability to hire or promote the candidate that they determine would be best suited for the position as provided in Section 1-2 Management Rights. All vacancies for permanent positions shall be announced to staff by company email and at staff meetings.

#### ARTICLE 7 - DISCIPLINE / DISCHARGE

#### Section 7-1 Just Cause

An employee may be disciplined up to and, or including discharged for just cause including but not limited to any of the following reasons: dishonesty; theft; drinking while on duty or coming to work intoxicated or under the influence of drugs and/or alcohol; unauthorized possession, sale, or use of controlled substances; falsifying of reports, records, or sick leave; excessive absences or tardiness; willful destruction of property or equipment; gross insubordination; assault, intimidation of, or abusive language toward a co-worker, or any member; sexual harassment of another or member, conviction of

a felony, or other reasons deemed serious. Any such discipline or discharge must meet prevailing "just cause" standards and is subject to the grievance procedure herein.

## Section 7-2 Progressive Discipline

The employer shall demonstrate progressive discipline in disciplinary actions, moving from less serious to more serious actions based on the initial severity or on repetition of the problem behavior. "Informal disciplinary action" means corrective action taken to improve unsatisfactory employee behavior, conduct or performance. It may include but not limited to coaching, counseling meetings, and oral warnings. "Formal disciplinary action" means, but is not limited to, written warnings, disciplinary probation, suspension without pay, or discharge. Individuals placed on administrative leave pending investigation shall be placed on paid leave during said investigation.

## Section 7-3 Probationary Discharge

If the Employer determines at any time during an employee's probationary period that the service of the probationary employee is unsatisfactory, the employee may be discharged upon written notice from the Employer.

In the event the Employer discharges any employee who has satisfactorily completed the probationary period, the Employer shall furnish the employee with a written statement of the grounds and specific reason(s) for such action.

## Section 7-4 Probationary Period

It is understood that all employees covered by this agreement shall by considered a "probationary employee" for the first twelve months of employment. The twelve month probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of an employee in his/her initial employment period whose performance does not, in the judgment of the Executive Director, meet the required standard of performance. If the Employer determines at any time during the initial probationary period that the services of the employee in his/her initial employment period are unsatisfactory, the employee may be separated upon written notice from the Employer. Probationary employees will be evaluated quarterly while on probation. The probationary period may be extended in writing for a period of up to six (6) months if, in the opinion of the Executive Director, circumstances dictate. If a probationary employee does not receive a notice of failed probation or an extension of probation at the end of their twelve month period, then said employee is considered to have passed probation.

Probationary employees will be evaluated quarterly while on probation.

#### Section 7-5 Personnel Records

The official Personnel Records are maintained in the Office of the Executive Director. Any employee at his/her request, and by appointment with the Executive Director or his/her authorized management representative during regular business hours, shall be permitted to review all of the information in their personnel file and shall be allowed a copy of all materials therein except for third party reference material, if any. The Employer shall make reasonable efforts to enable the review at a time and place convenient to the employee after taking into account business efficiencies. However they may not remove their file, or any material in the file, from the office. If an employee does not agree with the information placed in their file, they may submit a written statement stating such disagreement to be included in their file. An employee may request letters of caution, warning, or reprimand be removed from their file after one (1) year. Such a letter of request will be filed with the Executive Director. If it is determined by the Executive Director that such letters be removed from the file, they will be removed. If, however, the Executive Director determines the letters should remain in the file, the employee may

write a letter stating their position which will also be placed in their file. Material shall not be placed in a worker's personnel file without prior notice and, or a copy to the employee, with the exception of third party reference material.

## Section 7-6 Performance Appraisals

When performance appraisals are prepared by the employee's immediate supervisor or the next higher supervisor, the results of the evaluation shall be transmitted to the employee in the form of a copy of his/her performance appraisal. The immediate supervisor shall discuss the evaluation with the employee and receive a signature constituting receipt of evaluation by the employee which then will be placed in the personnel file of the employee. If the employee desires to submit a written rebuttal in explanation or mitigation of any remark on the evaluation form, the rebuttal shall be attached to the performance appraisal form in the personnel file. Such rebuttal is required to be submitted timely, no later than 30 days after receipt of the evaluation unless an extension has been requested and approved.

#### **ARTICLE 8 - GRIEVANCE AND APPEALS**

## Section 8-1 Definition

A grievance shall be defined as any controversy involving the interpretation of this Agreement or any alleged violation of any provision of this Agreement. Appeals from Discipline shall follow the same steps as outlined in this Article. However, if the grievance is an appeal from Discipline, only Major Disciplinary matters resulting in a loss of wages or benefits as a consequence of discipline or discharge may be a subject submitted to the arbitration provisions herein. Major Discipline is defined as demotion, suspension in excess of 5 days or termination of employment.

## Section 8-2 Employee Files and Evaluations

The employees have the right to grieve anything that is placed in their employee file except for performance evaluations; reprimands and, or letters of concern. Employees may submit written rebuttals to performance evaluations; reprimands and, or letters of concern. All rebuttals shall be attached to the associated document and maintained in the employees personnel file for as long as the associated document (performance evaluation; reprimands and, or letters of concern) is maintained in the personnel file.

## Section 8-3 Immediate Supervisor

An employee having a grievance shall first attempt to resolve the grievance informally through discussion with her immediate supervisor. Utilization of this informal procedure shall not waive the time requirements contained for filing a formal grievance.

## Section 8-4 Grievance Steps

If the grievant fails to file or to advance a grievance in accordance with the time frames prescribed herein, it shall constitute a waiver of the grievant's right to pursue the grievance. If the Employer fails to respond timely to a grievance, the grievant is entitled to proceed to the next step of the grievance procedure.

#### Step I: Supervisor

When an employee cannot resolve the complaint informally, the employee shall bring the matter formally in writing to the grievant's immediate supervisor within ten (I0) working days of the event giving rise to the grievance or, within ten (10) working days from the date of discovery by

the employee. The grievant may be represented by the Union at any step in the grievance process. The written grievance shall state the nature of the grievance and the specific provision(s) of the Agreement which have allegedly been violated and the requested remedy. The supervisor shall provide the grievant with a meeting with in ten (10) working days to resolve the grievance and further shall provide a written answer within ten (10) working days after the meeting.

## Step II: Executive Director

If the grievant is not satisfied with the supervisor's disposition of the grievance, or the supervisor fails to respond, the grievant may appeal in writing to the Executive Director within ten (10) working days from the date of the immediate supervisor's response or, from the date of the supervisor's deadline to respond. The Executive Director may hold a meeting with the grievant and supervisor and shall have ten (I0) working days after receipt of the appeal in which to respond. In cases where the Executive Director is the immediate supervisor the grievance may advance directly to Step III.

## Step III: Mediation (Optional)

If the grievance is not resolved at Step II, the grievant or employer may, within ten (10) working days following receipt of the Executive Director's response at Step II, or from the Executive Director's deadline to respond, request that the grievance be submitted to mediation.

A request for mediation must be in writing and must be submitted to the Executive Director. After submission of the written request, the Employer shall attempt to obtain the services of a mediator from the Federal Mediation & Conciliation Service (FMCS) or, another mutually agreeable person or mediation service.

The Mediation shall be conducted within fifteen (15) working days of the receipt of the request and, the procedure shall be informal. The primary effort will be to assist the parties in settling the grievance. Court reporters shall not be used, the rules of evidence will not apply, and no record shall be made. The mediator will determine whether witnesses are necessary. If the grievance is resolved through mediation, the parties may agree to accept the results of the mediation as binding.

If the grievance is not resolved in mediation, the mediator may be requested to provide an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. However upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, including a brief statement of the reasons for the opinion. The parties agree that such opinion, as well as any confidential discussions by the parties in mediation, including but not limited to settlement discussions or offers, shall not be admissible or used during any subsequent arbitration.

The fees and expenses of the mediator, if any shall be shared equally by the parties, it being mutually agreed that all other expenses incurred during such mediation will be borne by the party requesting, authorizing and incurring them.

#### Step IV: Executive Board Local 620

If the grievant is not satisfied with the responses from Step II or, if utilized, III above, or the Mediator fails to respond in the event the mediator is requested, the grievant may appeal to the SEIU Local 620 Executive Board of Directors within ten (10) working days of the response or date such response was due. The SEIU Local 620 Executive Board of Directors will review the disposition by the Supervisor and Executive Director and the Mediator, if applicable, in cases

where the parties mutually agreed and requested the mediator's written opinion, within thirty days of receipt of the appeal and may hold a hearing with the Grievant and his or her Union Representative. The Executive Board may also elect to delegate the hearing to the Personnel Committee of the Executive Board. Whether a hearing is granted, or not the SEIU Local 620 Executive Board of Directors shall have twenty (20) working days from their first regularly scheduled Executive Board meeting following receipt of the appeal in which to issue a written decision to the Grievant and Executive Director. The SEIU Local 620 Executive Board of Directors decision will be final and binding upon the grievant; the union; the employer and, or all representatives thereof unless the appeal is processed following all the applicable provisions below:

## Step V: Arbitration

If the written decision of the Executive Board does not satisfy the grievant; or if no written decision is rendered within the time limits set forth above and, only if the appeal has been appropriately and timely processed through the preceding Steps of the Grievance procedure then, the aggrieved party may serve upon the other party's designee a request for arbitration.

Such a request for arbitration shall be filed in writing and received via U.S. Postal Service by the Executive Director within thirty (30) calendar days following the date of the Executive Board's decision prescribed above. Failure of the aggrieved party to serve such written request within said period shall constitute a waiver of the grievance and bar the grievance/appeal for all purposes including, but not limited to, Arbitration. If such written request is served, within thirty (30) calendar days the parties shall select a mutually agreeable arbitrator or, utilize the American Arbitration Association (AAA) for a panel of seven (7) arbitrators for consideration. The selection shall be made by each party alternately striking from the list until one name remains. The parties agree to make every reasonable effort to make the striking occur within then (10) working days of receipt of the panel.

Arbitration of an appeal of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee. The Employer and the Union shall also endeavor to make a Submission Agreement for the Arbitrator's consideration, setting forth the issue or issues to be submitted to arbitration and any agreed stipulated relevant facts and principles. In the event of disagreement between the Employer and the Union, the issue or issues of the grievant as set forth in the written grievance shall be an issue submitted to arbitration.

In the event that there is a dispute as to arbitrability, the arbitrator shall hear that issue prior to opening the record on the merits of the dispute. If the arbitrator determines that the issue is arbitrable, the matter will then be set for hearing on the merits utilizing a different arbitrator unless the parties mutually agree to use the same arbitrator.

All fees and expenses of the arbitrator shall be shared equally by the parties, it being mutually agreed that all other such expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred during such arbitration will be borne by the party requesting them.

The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be final and binding upon the grievant; the union; the employer and, or all representatives thereof.

The arbitrator shall have jurisdiction and authority to interpret the provisions of this Collective Bargaining Agreement. The decision of an arbitrator resulting from any arbitration of an appeal hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this agreement.

Any time limits set forth herein may be extended by mutual written agreement.

#### **ARTICLE 9 – HEALTH AND WELFARE**

## Section 9-1 Insurance Benefits

The Employer shall provide Health Insurance benefits including dental, vision, LTD & \$50k Life insurance policy to each eligible employee. The employer shall pay the full single premium cost each month to the plan administrator.

## **ARTICLE 10 - ENTIRE AGREEMENT**

## Section 10-1 Obligation to Meet and Waiver Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under Article 1, or under applicable law on any succeeding agreement to take effect upon termination of this Agreement.

## Section 10-2 Promulgation of Rules

The parties recognize the right, obligation and duty of the employer and its duly designated officials to promulgate rules, regulations, directives and orders from time-to-time as deemed necessary insofar as such rules, regulations, directives and orders that effect the members of the bargaining units covered by this Agreement are not inconsistent with the terms of this Agreement.

## **ARTICLE 11 - PAYROLL DEDUCTIONS**

## Section 11-1 Authorized Deductions and Indemnification

Bargaining unit members shall be allowed to authorize the Employer to deduct from their pay checks such amounts that they desire in order to participate in programs that have the prior written approval of both the Employer and the Union including but not limited to Union dues and the CWA Committee on Political Education (COPE).

The Union (CWA) shall indemnify and hold the Employer (SEIU 620) harmless against any and all claims, suits, or other forms of liability that may arise out of the Employer's compliance with any of the provisions of this Section.

## **ARTICLE 12 - TERM OF AGREEMENT**

## Section 12-1 Obligations of the Parties

This Agreement shall be effective upon ratification by both principles for a period from June 24, 2024 to June 23, 2027. In the event the County Contract does not extend 3 years, it will be contingent upon succeeding contracts through the equivalent of a 3-year term. If the County contract extends longer

than 3 years, this contract will only apply for the first 3 years and be subject to successor negotiations after 3 years. If one of the parties desires to modify this Agreement, it shall give the other written notice of its intent to do so. In such case, the parties agree to give written notice not sooner than 120 and no less than ninety (90) days prior to the expiration date, and agree to meet no later than ninety (90) days prior to the expiration date in order to renegotiate this Agreement. It is also agreed that the Employer and the Union will meet to reopen negotiations in sufficient time to permit adequate negotiations on economic matters. The Union shall not have the right to strike or other concerted activity after the expiration of this agreement as long as the parties have agreed to actively negotiate a successor agreement.

## ARTICLE 13 - NO STRIKE/NO LOCKOUT

#### Section 13-1 No Strike/No Lockout

During the term of this Agreement, neither the Union nor its agents or representatives will cause, sanction, or take part in any strike or any other interference with the operation of the Employer's business. During the term of this Agreement, or any period of extension, neither SEIU Local 620 nor its agents or representatives will cause, commence nor continue a lockout of its employees.

## **AUTHORIZING SIGNATORIES**

For the Employer:	For the Union:
Brad Klein, President SEIU Local 620	Mike Frost – CWA 9003 Representative
Darryl Scheck, Executive Director SEIU Local 620	Nicole Bryant CWA Negotiating Team Member

# ADDENDUM "A" PAY PLAN

## **Increases Within the Salary Range**

Increases within a salary range are based upon satisfactory or better performance and, shall be governed by the following:

- 1. Salary 'step' increases within a range shall not be automatic, but shall be granted only upon the affirmative recommendation of the Executive Director, based on written certification that the employee's overall performance has been satisfactory or better.
- 2. Such merit salary 'step' increases shall be effective on the first day of the pay period in which the salary anniversary date occurs.
- 3. Time intervals for merit salary 'step' reviews of employees, except as otherwise provided, shall be as set forth below and shall be effective when approved and in accordance with anniversary dates provided in this addendum:

Step A:	Entry
Step B:	6 continuous months on Step A,
Step C:	12 continuous months on Step B,
Step D:	12 continuous months on Step C,
Step E:	12 continuous months on Step D.

4. When an employee's performance has been superior or better and the employee has twelve (12) continuous months on Step B or Step C, the employee may be accelerated to Step D or Step E respectively, upon approval of the Executive Director. New employees may be brought in at higher step based on experience as verified / approved by the Executive Director.

## Salary "Range" Increases

1. Employees represented by this CBA shall receive the identical salary adjustments as a percentage of salary and, at the same time as that of the employer's members of the County of Santa Barbara Chapter during the term of this contract unless the parties mutually agree in writing to other terms and conditions.

The parties acknowledge that the employer has had a long standing practice of providing and implementing cost of living adjustments to its staff at times and, in amounts comparable to those negotiated by the employer for its members employed by the County of Santa Barbara. The same pay philosophy has been applied to furloughs and benefits, generally.

2. The above referenced cost of living salary increases will move the employee's allocated "Range" on the County of Santa Barbara's salary range table higher.

Retention Longevity Pay

Longevity and Work Performance Incentive

**Ten Years of Service**: Employees who have completed ten (10) years of Service and who maintains a Satisfactory or better evaluation are eligible for a 2.5% pay incentive as long as they maintain an satisfactory rating on their annual evaluation. The Incentive pay accrual will be effective on the first (1st) pay period following their 10th consecutive years of service. This pay incentive will not be subject to the

grievance section of this MOU if denied or removed due to receiving an unsatisfactory annual evaluations.

**Fifteen Years of Service:** Employees who have completed fifteen (15) years of Service and who maintains a Satisfactory or better evaluation are eligible for an additional 2.5% pay incentive as long as they maintain an satisfactory rating on their annual evaluation. The Incentive pay accrual will be effective on the first (1<sup>st</sup>) pay period following their 15<sup>th</sup> consecutive years of service. This pay incentive will not be subject to the grievance section of this MOU if denied or removed due to receiving an unsatisfactory annual evaluations.

#### **Limited Re-opener Provisions**

The parties further agree that during the term of this agreement, the following events shall henceforth result in a contract 're-opener' as an offer to meet & confer by the employer to representatives of the staff union: Any 'Across the Board' Changes for the County Chapter Members of the Employer affecting increases or decreases in compensation including deferrals and, or changes in effective dates to the following items: 1) Salary Adjustments; 2) The 'Benefit Allowance' enumerated in Section 9.2 herein, 3) Furloughs, 4) Bi-lingual Allowance, and/or 5) Holidays.

Thereafter the parties shall endeavor to reach an agreement through negotiations on any such issues.

## **Pension & Supplemental Retirement Programs**

Local 620 will maintain the current defined benefit retirement program through the SEIU International or, an equivalent defined contribution retirement plan if the existing plan is no longer available, fully paid by the employer up to the percentage required by the pension plan which is currently 18.0%, 20.0% effective January 1, 2015 and 21.0% effective January 1, 2016.

The Employer shall maintain the current 401(K) Plan (or an equivalent) for employees during the term of this agreement. There is no employer match to employee's voluntary contributions. Employees may voluntarily contribute an amount as a portion of their pay as allowed by applicable law. Effective upon ratification by the parties, Local 620 agrees to pick-up the Administrative cost of \$1500 annually. Local 620 will continue to discuss the current 401 (K) Plan in Labor Management along with the topics of company paid cell phones and Life insurance.

#### Vehicle allowance

1. To assist Employee in defraying expenses associated with driving and maintaining a vehicle for use in performing services to the membership and the Employer, the Employer shall provide Employee with a vehicle allowance payable bi-weekly. The Employer will not bear, or be obligated to reimburse Employee for any other costs associated with his/her vehicle, including license fees, taxes, maintenance, repair, fuel, parking fees, or washes except as indicated below. Bi-weekly allowance shall be as follows:

Field Staff:

\$ 260.00

Office Staff:

\$ 60.00

2. Car allowance is based on travel within Local 620 jurisdiction any travel outside Local 620 jurisdiction will be reimbursed at government rate. Said car allowance may be adjusted on an individual basis by the Executive Board of Directors based on excessive requirements to use personal vehicle for union business.

#### **Cell Phone/Hot Spot Allowance**

- 1. To assist Employee in defraying expenses associated with owning and maintaining a cell phone for use in performing services to the membership and the Employer, the Employer shall provide Employee with a cell phone allowance payable bi-weekly.
- 2. The Employer will not bear, or be obligated to reimburse Employee for any costs associated with staff cell phones including replacement costs, renewal costs, overage charges, or add-on services provided to the Employee by the Cell phone carrier.

Field Staff: \$ 35.00 Member Services Coordinator: \$ 35.00

Office Staff: -0-

3. To assist Employee in defraying additional connectivity charges, a bi-weekly Hot Spot Allowance of \$13.85 will be provided by Local 620 to those field employees with a hotspot capable phone to allow Employee to connect a laptop/portable device to a data network.

## **Bi-lingual Pay Allowance**

Employees designated in writing by the Employer whose duty assignments require regular and frequent use of bilingual skills in English and Spanish shall receive a Bi-lingual Pay. When a part time employee is designated to provide Bi-lingual skills the allowance shall be pro-rated.

New employees, as well as employees currently designated and receiving said allowance, shall be tested & certified by a neutral, qualified third party as to their ability to provide such Bi-lingual services in order to receive and, or continue receiving the allowance. The employer shall have the sole right to determine, designate and or remove said assignments and attendant allowances.

Effective as soon as practicable upon ratification of this MOU by the union membership and approval by the Executive Board of the Union, the bilingual allowance will increase to \$65 per pay period. B. Effective in Pay Period 15-2022 (June 27, 2022) the bilingual allowance will increase to \$76.35 per pay period. Effective in Pay Period 15-2023 (June 26, 2023), the bilingual allowance will increase to \$95.00 per pay period.

#### **Education Allowance**

Employer recognizes that training and education programs and employee advancement is of great importance and interest to the employer and employee. The employer agrees to allow for up tto \$4,000 per employee every (2) two calendar years for Union related education, training, seminars and work-related education programs.

Employer, at the Executive Director's discretion will pay for any approved training programs, textbooks, travel expenses, per diem and necessary incidental costs.

Nothing in this section is intended to prevent the employer and employee from mutually agreeing to additional training at the employer's expense.

- Prior written approval from the employer's Executive Director is required for all education expenses.

- In general, the course must relate to the employee's job assignment or be part of a formal certificate or degree program (aimed at achieving a specific educational/career development goal for a position within Local 620 employment).
- Depending on employment classification, examples of acceptable course topics that may be considered are:
  - Labor relations
  - o Human resources
  - o Costing Proposals
  - o Public Administration
  - o Mediation/Arbitration
  - o Professional Bargaining
  - Labor Laws/Leave Regulations
  - o Management/Leadership

Current Represented Classifications effective July 2022 Base-Pay Ranges (Annual)

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Classification	Pay	Step A	Step B	Step C	Step D	Step E
Effective 7/2017	Range					
Administrative Assistant	6386	70,359	73,955	77,737	81,713	85,891
Steward / Field support Lead	6750	84,363	88,678	93,213	97,980	102,991
Field Support Representative TBD (need new numbers)	5782	52,057	54,718	57,519	60,460	63,551
Trainee Field Representative TBD (need new numbers)	6260	66,072	69,451	73,003	76,735	80,661
Field Representative	6750	84,363	88,678	93,213	97,980	102,991

<sup>\*2024</sup> Salary table to be updated following SB County Contract Negotiations