

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CHARLES R. DREW UNIVERSITY OF MEDICINE & SCIENCE

HEAD START FACILITIES

And

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, LOCAL 99

DURATION

JUNE 1, 2005

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**CHARLES R. DREW UNIVERSITY/ HEAD START AND SEIU LOCAL 99  
COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT is made and entered into by Charles R. Drew University of Medicine & Science, which will be referred to in this Agreement as the “Employer” and Service Employees International Union, SEIU, AFL-CIO, Local 99, which will be referred to in this Agreement as the “Union.”

**ARTICLE I – RECOGNITION**

- 1.0 **The Unit:** The Employer recognizes the Union as the exclusive representative of a bargaining unit comprised of the following employees.
- 1.1. **Included:** All full-time and regular part-time professional and nonprofessional employees employed by the Employer in its Head Start Program including: disability assistants, parent training program specialists, home visitors, family service workers, mental health specialists, building maintenance, custodial, clerical, nutrition staff, drivers, teaching assistants and teachers.
- 1.2. **Excluded:** All other personnel including, managerial employees, confidential employees, guards and supervisors as defined in the Act.
- 2.0 **Changes to the Unit:** The parties agree that this represents the appropriate unit. The unit may be changed only by mutual agreement or by a National Labor Relations Board unit clarification decision.
- 3.0 **“Employee” Defined:** Unless the context clearly indicates otherwise, the terms “employee” or “employees” will normally be used in this Agreement to indicate persons who are included within Article I Section 1.0 and the term “personnel” will normally be used in a broader sense to include employees as defined above plus all other persons utilized by the Employer to provide services such as consultants and temporary employees (non-probationary employees).
- 4.0 **Probationary Employee:** The probationary period for a newly hired bargaining unit employee or a nonunit employee who transfers into the bargaining unit shall be six (6) months. If an employee takes a leave of absence at any time during their probationary period, their probationary period shall be extended for the same amount of time as their leave of absence. At any time during or at the end of an employee’s probationary period, the employee may be terminated at will without cause or reason and without prior notice.

## ARTICLE II – SEPARABILITY and SAVINGS

- 1.0 The provisions of this Agreement are deemed to be separable to the extent that if a court or governmental agency of last resort adjudges any provision of this Agreement or its application to be in conflict with any law, or new legislation is enacted that invalidates any provision of this Agreement, such court or governmental agency decision or new legislation shall not affect the validity of the remaining provisions of this Agreement which shall continue in full force and effect.
- 2.0 If any provision of this Agreement is so declared to be in conflict with a law or is invalidated by new legislation, the parties shall meet expeditiously for the sole purpose of negotiating a satisfactory replacement for that specific provision. This Article shall not be subject to the Grievance procedure of this Agreement.

## ARTICLE III – EMPLOYER RIGHTS

- 1.0 **General:** The intention of this Article is to provide that the Employer retains all rights and powers which have not been limited by the other Articles of this Agreement. In the event that there is a conflict between the rights of the Employer under this Article and the specifically enunciated rights of the Union or employees as set forth elsewhere in this Agreement, the specific provision of the other Articles of this Agreement shall prevail.
- 2.0 **Management Rights:** It is agreed that all rights which are not limited by the specific terms of this Agreement, are retained by the Employer.

## ARTICLE IV – UNION RIGHTS

- 1.0 **Access:** Only a previously identified and authorized Union representative shall have the right of reasonable access to the employer's facilities for the purpose of contacting employees and transacting matters. Before arriving at a work site, the union representative shall first request permission from the Human Resources Manager (or designee) and state the intended purpose, location and estimated length of visit.
- 2.0 **Bulletin Boards:** The Union shall have the right to post notices of official Union matters on a designated bulletin board or a section of a designated bulletin board established at each Head Start work site where employees are assigned.
- 3.0 **List of Employees:** The Union shall be provided quarterly a list of names, classifications, addresses, and home telephone numbers on file and work locations of all employees covered by this Agreement.

- 4.0 **Job Stewards:** The Union will have the right to designate, pursuant to its own procedures, one employee to serve as the Job Steward for each Head Start location and for the administration office, nutrition center and warehouse. The Union shall inform the employer in writing of each employee so designated. The Job Steward shall have the right to:
- 4.1 Represent an employee, upon request, in a formal meeting as expressly provided for in Article V, Section 2.0 (Grievance Procedure). Such representation shall be conducted on the Steward's own time unless previously approved by the Human Resources Manager. Upon request of a Job Steward serving as a representative as described above, the responsible supervisor/administrator shall, whenever operationally practical, reschedule a lunch and/or rest period of the employee and Job Steward so that they may timely confer regarding the pending grievance or appeal.
  - 4.2 On his/her own time to coordinate Union meetings;
  - 4.3 Post, initial, and date official Union notices on officially designated bulletin boards; and
  - 4.4 Report to the Head Start and Facilities Manager upon discovery and without delay any unsafe or unsanitary condition at the Head Start work site.
- 5.0 **New Employee Orientation:** At the end of the first day of a new bargaining unit employee's Head Start orientation, a nonemployee Union representative, who the Union shall previously identify and designate in writing to the Employer, shall be allowed to meet with the new employee for up to thirty (30) minutes to explain the provisions of this Agreement and the Union's role as the exclusive representative of the bargaining unit.

## ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURE

- 1.0 **"Grievance" Defined:** A grievance is defined as a claim that any party to this Agreement has violated an express term of this Agreement, including, but not limited to, alleged violations of Article VII, Equal Opportunity, and that by reason of such violation the grievant's and/or a party's rights under this Agreement have been adversely affected. Grievances as so defined may be filed by:
- a. An employee;
  - b. The Union on behalf of an employee with written approval of the involved employees;

- c. The Union on its own behalf as to alleged violations of rights granted to the Union in this Agreement or on behalf of employees as to alleged violations not involving discipline or discharge; or
- d. The Employer.

1.1 **Employment-Related Claims to be Submitted to the Grievance and Arbitration Process Exclusively:** If any employee asserts any employment-related claim against the Employer or any of its authorized agents, representatives and/or employees related to or arising in any manner out of the employee's employment with the Employer and/or his/her separation from such employment, including any claim in tort, contract and/or based on a statute, including alleging the violation of any federal or California employment discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Uniformed Service Employment and Reemployment Rights Act of 1994, the California Fair Employment and Housing Act, the California Family Rights Act of 1991, as amended, or any other comparable California law, if any, the employee's sole and exclusive recourse to address and remedy the claim will be through the grievance and arbitration procedures set forth in Article V of this Agreement with the exception that either party to the arbitration may petition to a judge, in writing, within 100 calendar days of receiving the arbitration decision for a review on the merits of the case. The parties agree that the judge's decision shall be final and binding. The parties agree to comply with the current procedural and substantive due process requirements under California law for the arbitration of employment law claims. The parties further agree that the arbitrator shall have the authority to fashion an appropriate remedy that is consistent with applicable California or federal law.

1.1.1 **Right to File EEOC or DFEH Charge:** Nothing in Section 1.1 above shall preclude any employee from filing a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH), but the filing of such a charge shall not relieve the employee or the Union of the time limitations set forth in this Article V for the filing of a timely grievance under this Agreement. If such a charge is filed, the processing of any grievance filed over the same events encompassed by the charge shall be held in abeyance pending the completion of the EEOC's and/or the DFEH's administrative investigation. Upon completion of the EEOC's and/or the DFEH's investigation of the charge and case closure, the employee's sole and exclusive recourse to address and remedy his/her claim shall be through the grievance and arbitration procedures set forth in Article V of this Agreement as provided in Section 1.1 above.

- 1.2 **Implementation of Employer Action:** The filing of a grievance shall not delay or interfere with implementation of any Employer action during the processing thereof unless the parties agree to the contrary.
- 1.3 **Representation Rights:** If a supervisor or an administrator with the authority and responsibility to adjust a grievance is absent during the time specified for meeting his/her responsibility under these procedures and no mutual agreement has been reached for a time extension, the Employer shall designate a representative to assume this responsibility.
- 2.0 **Entitled to Union Representative:** At all grievance meetings under this Article, the grievant shall be entitled to be accompanied or represented by a previously designated and authorized Union representative. A grievant shall also be entitled to represent himself or herself. By mutual agreement, other persons such as witnesses to the facts upon which the grievance is based may also attend grievance meetings.
- 3.0 **Released Time for Employees:** Grievance meetings and hearings will be scheduled by the party against whom a grievance is filed at mutually convenient times and places during business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee released time will be provided to the grievant, Job Steward, and to any witness who attends by mutual agreement.
- 4.0 **Effect of Time Limits:** If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If any party against whom a grievance is filed fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.
- 5.0 **“Work Day” Defined:** A “work day” for purposes of this Agreement is defined as any day of the calendar year except Saturdays, Sundays, and holidays.
- 6.0 **Required Informal Discussion** Before filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the party against whom the grievance is filed designated representative for hearing grievances or in the case of employee or Union initiated grievances, the grievance shall be presented orally to the employee’s immediate supervisor and discussing the grievance with him or her. In the case where the Union is the responding party, the designated representative shall be the President or his/her designee. The written grievance must be filed within the time limits required under Step One, whether or not the grievant is able to utilize these informal efforts.
- 7.0 **Step One:** Within ten (10) work days after the grievant or Union knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate supervisor or the responding

party's designee stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated and the remedy requested. A copy of the form shall be forwarded to the office or individual designated by the responding party by the grievant or his/her representative. The document shall be signed and dated by the grievant. A meeting between the grievant, or if applicable the Union and the immediate supervisor shall take place within ten (10) work days from presentation of the grievance, and the supervisor shall reply in writing within ten (10) work days following the meeting. Step One ends when the party against whom the grievance is filed responds in writing or twenty (20) calendar days from the presentation of the grievance whichever comes first.

7.1 Notwithstanding the foregoing, any grievance over an employee's discharge or suspension shall be initially filed at Step Two, not Step One, within seven (7) work days after the employee receives notice of the discharge or suspension.

8.0 **Step Two:** If the grievance is not resolved in Step One, the grievant or his/her representative may, within five (5) work days after the termination of Step One, send a written request with a copy of the grievance form to the respondent's authorized designee. Within ten (10) work days from receipt of the grievance, a meeting shall take place to discuss the matter and the respondent's authorized designee shall reply in writing within ten (10) work days following the meeting. Step Two ends when the party against whom the grievance is filed responds in writing or twenty (20) calendar days from the presentation of the grievance whichever comes first.

9.0 **Step Three:** If the grievance is not resolved in Step Two, the grievant or his/her representative may, within five (5) work days after the termination of Step Two, submit a written appeal to the Joint Appeals Committee ("JAC"), which shall consist of two (2) Employer representatives and two (2) Union representatives. The JAC shall meet in person and reach a decision on the grievance within ten (10) work days after receiving the written appeal. Step Three ends when the JAC reaches a decision or deadlocks on the grievance or ten (10) work days from the presentation of the appeal whichever comes first.

10.0 **Request for Arbitration:** If the Union or the Employer, or an employee if the grievance alleges a violation of Article VII, is not satisfied with the decision at Step Three, the grievant may submit the matter for arbitration. This request must be made within ten (10) work days after the termination of Step Three.

11.0 **Selection of Arbitrator:** Within ten (10) work days from the date the request for arbitration is received by the respondent, the parties or their representatives shall meet either in person or by telephone to select an Arbitrator. The Arbitrator may be jointly agreed upon by the parties or if the parties cannot agree the parties shall request the Federal Mediation and Conciliation Service for a list of seven (7) qualified Arbitrators located within the greater Los Angeles metropolitan area. An Arbitrator shall be selected from the list of qualified Arbitrators by alternately striking names until one remains. The party who strikes the first name shall be determined by lot. If the Arbitrator indicates that

he/she will not be available for hearing within a reasonable time not to exceed ninety (90) calendar days, the parties shall proceed to select another Arbitrator as indicated above.

- 12.0 **The Hearing:** Arbitration hearings shall be private with attendance limited to the parties to the grievance and their representatives, if any, and witnesses while testifying.
- 13.0 **Scheduling Hearings:** Unless the parties mutually agree otherwise, a hearing shall be scheduled within ninety (90) calendar days from selection of the Arbitrator, but shall not be scheduled during off duty time. The decision shall be issued within sixty (60) calendar days after final submission of the case. Arbitrators who fail to meet the deadline for decision shall, unless the parties have mutually extended this deadline, be deemed ineligible for selection for new cases until such time as the decision is submitted.
- 14.0 **Limitations Upon the Arbitrator:** The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance. The Arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant. If an arbitration hearing on a grievance, other than an Article VII grievance, commences more than one hundred (100) calendar days after the parties meet to select an arbitrator or receive the list of qualified Arbitrators from the Federal Mediation and Conciliation Service, whichever is later, and if the Arbitrator finds in favor of the grievant(s) and further decides to award back pay, one (1) day's back pay shall be deducted from the award for each day's delay in the start of the hearing if, in the judgment of the Arbitrator, the Union or the grievant caused the delay.
- 15.0 **Effect of Arbitration Award:** The Arbitrator's decision shall be final and binding upon the grievant(s), the Employer and the Union.
- 16.0 **Final and Binding Award:** Except as provided above, a final and binding award which determines the merits of a dispute shall be conclusive on the grievant(s), the Employer and the Union in any subsequent proceedings, including disciplinary and termination proceedings.
- 17.0 **Sole and Final Remedy:** Unless otherwise indicated in this Agreement, this grievance and arbitration procedure is to be the employees' and the Union's sole and final remedy for any claimed breach of this Agreement.
- 18.0 **Expenses:** All fees and expenses of the Arbitrator shall be shared equally by the Union and the Employer. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription.
- 19.0 **No Reprisals:** There shall be no reprisal against an employee for utilizing this grievance and arbitration procedure or for assisting a grievant pursuant to this procedure.

## ARTICLE VI – WORK STOPPAGE

- 1.0 **No Strikes:** Apart from and in addition to any existing legal restrictions upon and remedies for work stoppages, the following shall apply:
- a. During the term of this Agreement, neither the Union, nor its respective officers or employees, representatives, or Head Start employees, shall urge, call, sanction or engage in any work stoppage, slowdown, sympathy strikes, or other concerted interference with normal Employer operations for any cause whatsoever. In the event of any actual or threatened strike, slowdown, or other work stoppage, the Union and its officers, employees, representatives, affiliates and members shall take all reasonable steps within their control to avert or end the same; and
  - b. Any Head Start employee engaging in any strike, slowdown, or other work stoppage may be subject to discipline or termination.
- 2.0 **No Lockouts:** The Employer agrees that it shall not engage in a lockout of any bargaining unit employee during the term of this Agreement.

## ARTICLE VII – EQUAL OPPORTUNITY

- 1.0 **Non-Discrimination:** The parties mutually subscribe to the principles of fair employment practices as specified in all applicable federal, state and local laws and ordinances and federal and state executive orders which provide for equal employment opportunity and non-discrimination and agree they will not discriminate or retaliate against any employee or individual (“person”) based on the person’s race, color, creed, marital status, sexual orientation, sex, age, religion, national origin, physical or mental disability, except when the disability cannot be reasonably accommodated, union-related activities or membership or any other category protected under applicable state or federal law.
- 2.0 **Anti-Harassment:** The parties mutually disapprove of all conduct which may reasonably be construed as harassment based on any protected status including race, color, creed, marital status, sexual orientation, sex, age, religion, national origin, physical or mental disability, union-related activities or membership, or any other category protected under applicable state or federal law. The Employer agrees in principle to create for the employees an environment free from harassment and to enforce all policies prohibiting harassment strictly. In this vein, the parties agree that the Employer may establish, distribute and enforce written policies prohibiting harassment in the workplace.

3.0 **Employment-Related Claims to be Submitted to the Grievance and Arbitration Process Exclusively:** If any employee asserts any employment-related claim against the Employer or any of its authorized agents, representatives and/or employees related to or arising in any manner out of the employee's employment with the Employer and/or his/her separation from such employment, including any claim in tort, contract and/or based on a statute, including alleging the violation of any federal or California employment discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Uniformed Service Employment and Reemployment Rights Act of 1994, the California Fair Employment and Housing Act, the California Family Rights Act of 1991, as amended, or any other comparable California law, if any, the employee's sole and exclusive recourse to address and remedy the claim will be through the grievance and arbitration procedures set forth in Article V of this Agreement.

**Employee Acknowledgment that Employment-Related Claims are to be Submitted to the Grievance and Arbitration Process Exclusively:**

I understand that the Collective Bargaining Agreement ("CBA") between Charles R. Drew University of Medicine & Science/Head Start ("Employer") and Service Employees International Union, SEIU, AFL-CIO, Local 99, governs the terms and conditions of my employment with the Employer. I further understand that, by virtue of my signature below, and further by virtue of the provisions in the CBA which address the arbitration of employment-related claims set forth in Article VII of the CBA, any and all employment-related claims I may have against the Employer as described in Article VII of the CBA shall be submitted to a final and binding determination consistent with the grievance and arbitration procedures set forth in Article V of the CBA and that any and all rights I may have to litigate any of these claims in court are waived.

Employee Name \_\_\_\_\_

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

## ARTICLE VIII – UNION SECURITY, DUES and COPE DEDUCTIONS

- 1.0 **Authorizations:** All employees covered by this Agreement and who are employed on the date of execution of this Agreement, shall, not later than the thirty-first (31st) calendar day following the date of execution of this Agreement, either (1) become members of the Union in good standing and remain members in good standing during the course of their employment, or (2) pay to the Union fair share representation fees as determined by the Union. Probationary employees shall not be subject to this provision until the ninety-first (91st) calendar day of their employment.
- 2.0 **Termination:** Upon receipt of written notice by the Union to the affected employee and the Employer, and upon examination of documented proof that an employee has not complied with the above requirements, unless the affected employee demonstrates that he or she has complied with the requirements of paragraph 1.0 within fifteen (15) calendar days after receipt of such written notice, the Employer shall terminate the employment of such employee.
- 3.0 **Checkoff for Political Contributions (COPE):** The Employer agrees to honor authorizations from bargaining unit employees to deduct from the employee's paycheck monthly contributions to the Union's Committee on Political Education (COPE) provided that the employee has submitted to the Employer, in advance, a properly executed written authorization for this deduction on a form mutually agreed to by the Employer and the Union. The parties agree that any authorization by an employee to deduct COPE contributions from the employee's paycheck shall be strictly voluntary on the employee's part and shall not constitute a condition of membership in the Union or of employment with the Employer. The parties further agree that any such authorization shall be freely revocable by employees subject to any time limitations set forth in the agreed-upon authorization form. The Union warrants and represents that the COPE monies it receives shall be used solely by the Committee on Political Education to make political expenditures in connection with federal, California and local elections as permitted by law and shall not be used for any other purpose.
- 4.0 **Remittance to Union:** The Employer shall remit to the Union at the end of the month the amount deducted within thirty (30) calendar days after the end of the month when the deductions are made, together with a list of affected employees.
- 5.0 **Dues and COPE Deductions:** In instances where a dues or COPE deduction is not taken from an employee who has a valid authorization form on file, the missed deduction(s) will be taken from a subsequent salary payment and remitted to the Union.
- 6.0 **Indemnity/Hold Harmless** The Union agrees to indemnify and hold the Employer harmless against any and all liabilities (including reasonable and necessary costs of litigation) arising from any and all claims, demands, suits, or other actions relating to the Employer's compliance or attempted compliance with either this Article or the requests of the Union pursuant to this Article, or relating to the conduct of the Union in administering this Article. The Union shall have the right to determine and decide all

matters relating to settlement and conduct of litigation with respect to this Article. In no case shall Employer funds be involved in any remedy relating to this Article. Any underpayments to the Union resulting from the Employer's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s).

- 7.0 **Overpayments:** Any overpayments to the Union resulting from excessive deductions shall be remedied either by refund from the Union to the affected employee(s) or by a credit against future payments by the affected employee(s).
- 8.0 **Employer to Furnish Information:** The Employer will furnish any reasonable information needed by the Union to fulfill the provisions of this Article.

## ARTICLE IX – HOURS and OVERTIME

### 1.0 General Provisions:

1.1 The work year of employees shall be determined by the Employer.

1.2 **Workweek:** The workweek of employees shall normally be Monday through Friday, provided, however, that the Employer may establish a different workweek for particular employees, classes, or shifts as required to meet the operational needs of the Employer.

1.3 **Full-Time Employment:** Full-time employment for employees shall be based on a forty (40) hour workweek of eight (8) hours per day, exclusive of meal periods. Employees' daily hours of work and shifts shall be established at the discretion of the Employer to meet the operational needs of the Employer.

1.4 **Notice:** Prior to any permanent transfer to another location, promotion, demotion or permanent reassignment, the employee shall be given at least five (5) work days advance notification.

2.0 **Working Full-Time:** Employees assigned to a workday of eight (8) hours or more and a workweek of forty (40) hours or more shall receive compensation at a rate equal to one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours in one day or in excess of forty (40) hours in any workweek. When the Employer requires that overtime work be performed, the Employer, insofar as practical, shall attempt to assign that work in an equitable manner consistent with its operational needs and requirements, the type and specific location of the work involved and the qualifications, skills and abilities required to perform the work safely, capably and efficiently. The Employer's decision as to which employee is assigned overtime shall be grievable up through Step Three of the Grievance procedure of this Agreement but shall not be arbitrable.

- 3.0 **Working on a Holiday:** When an employee is authorized and required to work on any day recognized as a holiday under this Agreement, he/she shall be compensated, in addition to regular pay received for the holiday, at a rate of one (1) time the regular rate of pay for actual hours worked.
- 4.0 **Meal Period:** Employees who are assigned for duty for at least six (6) hours per day shall be entitled to a minimum thirty (30) minute duty-free, unpaid meal period. The meal period shall be scheduled by the appropriate administrator at any time other than during the first or last hour of the assignment, but whenever practicable it shall be scheduled at approximately the half-way point of the work schedule. Employees who are interrupted during their meal period and who are required to perform duties will be considered on duty for the duration of the interruption and such time will count as time worked and compensated at the appropriate rate of pay.
- 4.1 Employees assigned to eat meals with children shall be given a free meal and this time will not be considered their normal meal period.
- 5.0 **Rest Period:** Employees assigned six (6) hours or more per day shall be granted two rest periods of fifteen (15) minutes. Employees assigned for four (4) hours or more but less than six (6) hours per day shall be granted one rest period of fifteen (15) minutes. The rest period shall be scheduled by the appropriate administrator for midmorning and/or mid-afternoon but not during the first or last hour of the assignment. The rest period shall not be used to lengthen the lunch period or shorten the workday.
- 6.0 **Employee Job Training:** If an employee is directed to attend any job-related workshop, or in-service training session as a condition of continued employment, such attendance shall be considered as time worked. The employee shall be paid at the appropriate rate of pay.

## ARTICLE X – SENIORITY

- 1.0 **Seniority Defined:** For the purposes of this Agreement only, seniority is defined as continuous time worked, measured in calendar days from original date of hire, except as otherwise provided herein. The Employer shall provide the Union and bargaining unit with an accurate and updated seniority list within thirty (30) calendar days of the ratification of this Agreement, and on an annual basis thereafter as of January 1st of each year. The Union shall provide written notification of any objections to the seniority list to the Employer within thirty (30) calendar days of receipt thereof. If the Union does not assert any written objections within that time frame, the seniority list will be deemed accurate and will not be subject to further review under the terms of the Grievance procedure of this Agreement. For any employee hired into the bargaining unit after the annual notice period, the Employer shall provide the Union and the employee with the employee's hire date. Seniority shall only be applicable as expressly provided in this Agreement.

- 2.0 **Seniority Accrual:** Employees do not have seniority status during the initial (or extended) probationary period. At the end of the probationary period, seniority will date back to the initial date of employment. A bargaining unit employee who serves in an Acting Appointment or in a temporary position outside the bargaining unit shall not lose accumulated seniority in accordance with this Article during such service.
- 3.0 **Break in Service:** Except as otherwise specifically provided in this Agreement, there shall be no deduction from seniority for any lost time, which does not constitute a break in continuous service. A break in continuous service shall occur in any of the following instances:
- a. voluntary termination or resignation;
  - b. discharge;
  - c. continuous absence exceeding six (6) months, except in cases of a leave of absence due to work related injury/illness;
  - d. absence from work coupled with a failure to report such absence for a period of three (3) consecutive work days;
  - e. failure to return from a period of approved leave of absence within three (3) work days of the conclusion of the approved leave period;
  - f. failure to respond to recall from lay off notices in accordance with the terms of this Agreement; and
  - g. assignment to a position outside the bargaining unit.
- 4.0 **Seniority Tie-breaker:** If the hire dates of two or more employees are the same date, their placement on the seniority list shall be determined by the following:
- a. date first worked; and
  - b. if tied after "a." above, by coin toss.

## ARTICLE XI - RECRUITMENT

- 1.0 **Job Descriptions:** The Employer shall maintain accurate job descriptions for each bargaining unit position, and shall provide Union with copies of each job description. If the Employer materially revises a job description, the Employer agrees to provide the Union with a copy of the revised job description ten (10) work days before its effective date.

- 2.0 **Notice of Vacancies:** A vacancy is defined as a bargaining unit position which no current employee holds and/or will not hold in the immediate future and which the Employer desires to fill. The Employer shall not attempt to fill a vacancy in a bargaining unit position with a non-bargaining unit employee until notice of the vacancy has been posted on the Employer's website for a minimum of ten (10) work days. Failure to post the notice on the website for at least ten (10) work days shall result in an extension of the posting for an additional five (5) work days. Notices shall include the job title, salary range, a description of the duties of the position, the location of the position, classroom, and shift. All advertising will contain the statement of Equal Employment Opportunity Employer (EOE.) No position advertisement or position description may be written or used in any manner resulting in discrimination. The Employer shall not bid a position which is being held by a bargaining unit employee.
- 3.0 **Filling of Vacancies:** Probationary employees may not apply. Whenever practical, the Employer's first preference in filling a vacancy shall be to fill it with an existing qualified bargaining unit employee. An applicant's qualifications, skill and ability shall be determined solely by the Employer whose determination in that regard shall not be subject to review through the Grievance procedure of this Agreement. If, in the opinion of the Employer, more than one applicant are equally qualified for the vacancy, the applicant with the most bargaining-unit seniority will be offered the vacancy.
- 3.1 If the most senior employee is not selected, upon written request, that employee shall be provided an explanation, in writing, within ten (10) work days of the receipt of the request.
- 3.2 Regular employees who have applied for and have been awarded a vacancy within the previous six (6) months may not apply for another vacancy during that six (6) month period. The six (6) month time limit will be waived in the event the vacancy is for a higher level position.
- 3.3 The Union recognizes the Employer's obligation to fill vacant positions with qualified current and former Early Head Start and Head Start parents.
- 4.0 **Temporary Summer Bargaining Unit Work Assignments:** All temporary summer bargaining unit work assignments shall be offered to bargaining unit employees in accordance with the following procedures:
- 4.1 The Employer shall communicate to all bargaining unit employees the available temporary summer work assignment including location, days and hours of work, starting and ending date of the temporary summer work assignment and rate of pay. Within two weeks of such notification, each interested applicant shall make his/her desire to be considered for the summer assignment known in writing to the Employer's designated representative.

- 4.2 Whenever practical, the Employer's first preference in filling a summer assignment shall be to fill it with an existing qualified bargaining unit employee. An applicant's qualifications, skill and ability shall be determined solely by the Employer whose determination in that regard shall not be subject to review through the Grievance procedure of this Agreement. If, in the opinion of the Employer, more than one applicant are equally qualified for the summer assignment, the applicant with the most bargaining-unit seniority will be offered the assignment.
- 5.0 **Substitutes:** Substitutes may be used to cover vacation scheduling, sick leave, leaves of absence, and to cover a vacancy pending the awarding of a position under the bidding and layoff procedures. If necessary, supervisors may temporarily substitute in the classroom in order to comply with Head Start regulations.
- 6.0 **Preparation Time:** The Employer will strive to provide adequate preparation time of 4 hours/week free from the children to each full day, full year classroom. Preparation time of 2 hours per week free from the children will be allocated to each part-day classroom. The time may be divided between the Teacher and Assistant Teachers depending upon the qualifications and training of the Assistant Teachers, at the discretion of the Center Supervisor. The time will be scheduled over the course of the week by the Center Supervisor and the Educational Service Managers (where applicable).
- 7.0 **Resignation:** A bargaining unit employee who elects to resign shall notify his/her supervisor in writing at least two (2) weeks prior to the effective date of resignation. The Employer may move up the effective date of the resignation if it pays for the length of the notice period. Employees will be requested to schedule an exit interview with the Employer prior to the final day of employment.
- 8.0 **Position Qualifications:** If, during the term of this Agreement, the Employer requires any incumbent, non-probationary bargaining unit employee to hold or obtain an additional certification or degree that is not required for their position pursuant to Federal and/or State requirements, the Employer shall:
- a. Reimburse the employee for the cost of tuition that the employee necessarily and reasonably incurs to obtain the required certification or degree, subject to the conditions and limitations set forth in Article XXI of this Agreement.
  - b. If necessary, provide the employee with a reasonable opportunity to attend the classes necessary to obtain the required certification or degree, subject to the conditions and limitations set forth in Article XVII, Section 9.0 of this Agreement.

## ARTICLE XII – EMPLOYEE ATTENDANCE INCENTIVE PLAN

- 1.0 **Terms of Plan:** Beginning with the 2003-2004 operational year, employees employed September 30, 2002, who have perfect attendance, except for the use of earned vacation, approved jury service or, at the Employer's discretion, certain emergency leaves shall be entitled to two (2) paid non-work days to be taken at the employee's discretion, provided the employee notifies their immediate supervisor within five (5) work days prior to the effective date.
- 2.0 **Eligibility:** In order to be eligible to receive the benefits of this Plan, an employee must be employed for at least nine (9) months during the prior operational year.

## ARTICLE XIII - LAYOFF AND RECALL

- 1.0 **Definitions:** Layoff shall be defined as a reduction in the workforce. For the purposes of this Article only, classification seniority is defined as continuous time worked, measured in calendar days, from the date of the employee's most recent permanent assignment in the job classification occupied by the employee at the time of the layoff.
- 2.0 **Layoff Procedures:** If reductions in workforce become necessary, affected employees shall be laid off in inverse order of classification seniority within the affected classification. If the qualifications, skill and ability of employees impacted by the reduction in workforce are equal, the employee with the least classification seniority will be laid off first. The employee's qualifications, skill and ability shall be determined solely by the Employer whose determination in that regard shall not be subject to review through the Grievance procedure of this Agreement. If the least senior employee in the affected classification is not selected, upon written request, the affected employee shall be provided an explanation, in writing, within ten (10) work days of the receipt of the request. In the event of a layoff, the affected employee shall be notified in writing of the impending layoff at least thirty (30) calendar days in advance of the effective date of the layoff. The Union shall be sent copies of all layoff notices.
  - 2.1 If there is a vacant position in the same classification, the affected employee shall have first preference for that position and may move to that position if they have the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations, the Employer or collaborative Employer agreements, and language proficiency.
  - 2.2 In the absence of a vacant position as described in Section 2.1 above, the affected employee may move to a vacancy within a comparable classification if they have the necessary classification, education, experience, licenses, or certifications required by State or Federal regulations, the Employer or collaborative Employer agreements, and language proficiency.

- 2.3 If the employee has no placement rights described in Sections 2.1 and 2.2 above, the employee may take a position in a lower job classification that the employee formerly occupied with the Employer, displacing an employee with less seniority, provided that, at the time of notification of layoff, the displacing employee possesses the skills, qualifications, ability and language proficiency (other than routine orientation) necessary to perform all of the functions of that position. In the event of any dispute, grievance or arbitration arising under this Section 2.3, the displacing employee and/or the Union shall have the burden of proving that, at the time of notification of layoff, the displacing employee possessed the necessary skills, qualifications, ability and language proficiency for that position.
- 2.4 The Employer shall provide to the affected employee and the Union an updated seniority list with the layoff notice in order for the affected employee to determine their options. Upon request, the Employer shall also provide the affected employee and/or the Union a listing of all known vacancies. An employee shall have five (5) work days after receipt of the layoff notice and seniority list to give written notice to the Employer of their intention to accept a vacant position or displace a less senior employee in accordance with Section 2.3 above. If the employee fails to provide timely notice, they will forfeit placement rights pursuant to this section.
- 3.0 **Consultation:** Prior to implementing any decision to lay off Unit members, the Employer shall first notify the Union. Upon request, the Employer shall negotiate with the Union regarding the effects of such decision on Unit members represented by the Union.
- 4.0 **Recall:** Employees on layoff shall be recalled in the following manner:
- 4.1 Laid off employees shall have recall rights for up to six (6) months from the last day of work. Regular employees shall be recalled in inverse order of classification seniority provided such employee is qualified for the vacancy. The employee's qualifications, skill and ability shall be determined solely by the Employer whose determination in that regard shall not be subject to review through the Grievance procedure of this Agreement. However, if the most senior employee in the affected classification is not selected, upon written request, that affected employee shall be provided an explanation, in writing, within ten (10) work days of the receipt of the request.
- 4.2 The Employer shall provide the Union with a recall list and copies of all notices of recall in advance of recall notices being mailed to employees.
- 4.3 The Employer shall notify an employee of recall by sending a certified letter by US Mail to the employee's most recent address on file, at least one (1) week prior to the date that the employee is scheduled to return to work. It is the employee's

responsibility to notify the Human Resources Department of any change in address. Notice of acceptance of recall may be by telephone to the Human Resource Department, but must be confirmed in writing.

- 4.4 No applicant will be offered a bargaining-unit position until all employees on layoff, who in the opinion of the Employer possess the qualifications, skills and ability for the available position, are first afforded in writing an opportunity to be recalled to work in the vacancy.
- 5.0 **Failure To Return From Layoff:** In the event a laid off employee declines such recall or does not return to work on the date that the employee has been scheduled to return to work, the employee shall be deemed to have voluntarily resigned his/her employment as of that date.

#### ARTICLE XIV - EVALUATION PROCEDURES

- 1.0 **Probationary Employees:** Probationary employees shall be given at least one written performance evaluation during their probationary period.
- 2.0 **Non-Probationary Employees:** Non-probationary employees shall be given a written performance evaluation at least once every year.
- 3.0 **Procedure to be Followed:** Performance evaluation reports shall be made on forms prescribed by the Employer.
  - 3.1 Evaluations shall be based on relevant work-related observations or knowledge of the employee and/or the employee's job performance and other work-related factors and criteria.
  - 3.2 If an evaluation is rated "below satisfactory" the affected employee shall have the right to appeal the evaluation in writing to the appropriate Department head, or designated representative, within 10 work days of receipt of the evaluation. The employee may be represented by the Union for purposes of the appeal if he/she desires.
- 4.0 **Evaluations Not Grievable:** Employee evaluations shall not be subject to review through the Grievance procedure of this Agreement.

#### ARTICLE XV - DISCIPLINE FOR JUST CAUSE

- 1.0 **Just Cause:** The Employer shall not reprimand, suspend or terminate any employee without just cause. An employee may appeal a disciplinary action through the grievance procedure.

- 2.0 **Written Discipline Provided:** An employee shall be provided a copy of all written discipline prior to or at the time it is placed in his/her personnel file.
- 3.0 **Employee Right To Submit A Written Response To Discipline:** The employee shall have the right to sign or initial any written discipline imposed upon him/her and prepare a written response which shall be attached to the discipline. Upon reasonable prior notice, an employee shall have the right to inspect his/her personnel file during normal office hours. The employee's union representative shall have the right, with the written consent of the employee, to inspect his/her personnel file for purposes of processing or investigating the employee's grievance.
- 4.0 **Progressive Discipline:** The principles of progressive discipline shall be followed if and when appropriate in the judgment and discretion of the Employer.
- 5.0 **Serious Offenses:** There are some infractions that are so severe that the Employer may terminate the employee for committing a first offense.
- 6.0 **Privacy:** Discussion between a bargaining unit employee and supervisor concerning the employee's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately. For the purpose of this section, "privately" means either a private location or a location which may be in public view but is some geographical distance away from where other employees worked.

## ARTICLE XVI - TRANSFERS

- 1.0 **Transfer:** A "transfer" shall mean a permanent change of an employee's work location to another work location without a change in the employee's classification. Transfers may be initiated by either the employee (voluntary), or by the Employer (involuntary).
- 2.0 **Involuntary Transfer Procedures:** An involuntary transfer of an employee is one instituted by the Employer. Involuntary transfers may occur at any time at the discretion of the Employer. The Employer shall notify the employee at least five (5) work days prior to the effective date of an involuntary transfer. The transferred employee may protest the involuntary transfer consistent with the Grievance procedure. Involuntary transfers shall be for operational reasons only. If practical and consistent with the Employer's operational and staffing needs, the least senior employee within the affected classification should be the one selected for transfer.
- 3.0 **Voluntary Transfer Procedures:** From June 15 to and including June 30 of each school year, any non-probationary employee who has not received a disciplinary action within the preceding twenty-four (24) months may submit to the Employer's Head Start Director, or the Director's authorized designee, a written request to be considered for a voluntary transfer to a vacant position within the same classification at another Head

Start facility of the Employer if that facility is geographically closer to the employee's personal residence. Before the commencement of the following school year, the Employer will consider all such timely submitted and proper voluntary transfer requests in evaluating which bargaining unit employees, non-bargaining unit employees and applicants to select for vacant positions. However, the Employer reserves the right to reject any transfer request and its determination which individual should be selected for any vacant position shall be final and within its sole judgment and discretion and shall not be subject to review through the Grievance procedure of this Agreement.

## ARTICLE XVII - LEAVES OF ABSENCE

- 1.0 **Personal Leave of Absence:** Non-probationary employees may submit a written request for an unpaid personal leave of absence. A personal leave is an authorized absence from a job classification granted to non-probationary employees, for a specified purpose and period of time.
- 1.1 Such personal leaves shall be granted at the sole discretion of the Employer for any compelling personal reason other than provided elsewhere in this agreement. Subject to applicable law, a leave of absence without pay may not, either with or in conjunction with other authorized absences or leave, exceed twelve (12) months without affecting the employee's employment with the Employer.
- 1.2 Any accrued and unused vacation shall be utilized until exhausted during a personal leave of absence. Vacation and sick leave hours do not accrue during such leaves and employees are not entitled to any holiday pay during such unpaid portion of the leave.
- 1.3 Applications for personal leaves of absence must be submitted at least ten (10) work days before the effective date of the requested leave.
- 1.4 A request by an employee for cancellation of or early return from a personal leave once commenced or for cancellation of a request for a personal leave shall be implemented as soon as reasonably practicable.
- 2.0 **Bereavement Leave (Paid):** An employee is entitled to a paid leave of absence from the Employer, not to exceed three (3) days, on account of the death of a member of the employee's immediate family provided acceptable proof of death and relationship is provided, if requested, and the leave or absence commences within ten (10) calendar days of the employee's notification of the death. If more than one such death occurs simultaneously, the leave may be taken consecutively. If out-of-state travel is required, and requested, an additional two (2) days shall be granted. If more than (200) miles one way travel within the state is required and requested an additional one (1) day shall be granted. The immediate family is defined as the following relatives of the employee:

- 2.1 Wife or Husband;
  - 2.2 Father, mother, stepfather, stepmother, mother-in-law, father-in-law;
  - 2.3 Grandparents;
  - 2.4 Child;
  - 2.5 Brother; or
  - 2.6 Sister.
- 3.0 **Statutory Leaves:** The Employer shall administer Family and Medical Leave, Pregnancy Disability Leave, Military Leave and any other statutory leaves of absence in accordance with the requirements of applicable California and federal law and the Employer's Leave of Absence Policies set forth in its current Administrative Policy Manual, or as subsequently amended.
- 4.0 **Sick Leave Credit:** Each non-probationary employee shall accrue eight (8) hours of full-pay illness absence credit for each calendar month worked.
- 4.1 Unused full-pay illness absence credit shall be cumulative from year to year up to a maximum of 720 hours. Employees working a 10-month schedule accrue sick leave based on the 10-month school year. Employees do not receive compensation for unused sick leave at termination of employment.
  - 4.2 When a non-probationary employee is absent under this Section and such absence is verified, the employee will receive his or her full normal pay up to the total of the employee's full-pay illness benefits. The amount of paid illness absence taken in any pay period shall not be in excess of the illness absence accumulated by the close of the pay period immediately preceding the illness absence.
  - 4.3 When a non-probationary employee is absent under this Section, the Employer may request a medical certification of illness. The employee's failure to provide such medical certification upon request may result in the Employer denying the requested leave.
- 5.0 **Industrial Injury/Illness Leave:** An employee who is absent from Employer service because of an injury or illness that arose out of and in the course of employment, and for which temporary disability benefits are received under the workers' compensation laws, shall be entitled to a leave of absence under the following conditions:
- 5.1 The length of an allowable industrial leave of absence shall be in accordance with applicable law.
  - 5.2 Employees who miss work due to an industrial leave of absence will be compensated as follows:

- The employee's date of injury and the first five (5) work days of industrial disability will be paid by the Employer (IA Pay) at the employee's regular rate of pay.
- Beginning with the sixth (6<sup>th</sup>) work day of industrial disability, the Employer's workers' compensation carrier will provide applicable benefits.

Notwithstanding the foregoing, any employee employed in the bargaining unit as of June 1, 2005 shall be eligible for up to ten (10) days of IA Pay during the first year of this Agreement. Beginning June 1, 2006, they will be eligible for up to five (5) days of IA Pay like any other employee.

- The employee may supplement any compensation received from the Employer's workers' compensation insurance carrier through the use of any previously accrued and unused sick and/or vacation leave.

5.3 Each employee who incurs a work-related injury or illness that requires medical attention or absence from work for more than the day of the occurrence must complete a written report of injury on a form to be provided by the Employer. This written report must be submitted to the Risk Manager within two (2) work days after the occurrence if the employee is physically able to do so.

6.0 **Emergency Leave:** A non-probationary employee shall be granted up to a maximum of 16 hours leave per fiscal year for a pressing personal emergency that requires the personal attention of the employee during assigned hours of service. An emergency leave shall not be less than four (4) hours at any one time.

7.0 **Jury Duty:** Non-probationary employees will be paid their regular pay while on jury duty up to a maximum of ten (10) work days each calendar year.

7.1 An employee shall provide to his/her supervisor no less than five (5) work days' notice of a summons to jury service. However, if the summons to the employee does not allow for at least five work days' notice, the employee shall notify his/her supervisor immediately upon receipt of the summons.

7.2 All jury fees received shall be remitted to the Employer except mileage fees, except jury fees earned on holidays, during vacation, or on any days an employee is not in paid status, or that amount of the daily jury fee which exceeds the employee's daily gross earnings.

7.3 A copy of the summons and written documentation of time served must be submitted to the Payroll Office along with appropriate time cards.

8.0 **Election Leave:** An employee shall be granted up to two (2) hours paid leave to vote on Election Day if the employee is unable to vote during non-working hours. To qualify, employees must obtain advance approval from their supervisor.

- 9.0 **Educational Leave:** When classes or courses of study are directly linked to academic credit and degree programs, the employee may be allowed up to four (4) hours per week paid leave for the specific purpose of attending such classes and courses subject to the pre-approval of the employee's immediate supervisor.
- 10.0 **Reinstatement From Leave:** An employee's right to reinstatement at the conclusion of an approved leave of absence shall be governed by applicable state and federal law. Any employee who accepts employment while on any leave or absence or who fails to return to work immediately upon the expiration of the leave of absence shall be considered to have voluntarily resigned their employment with the Employer and shall further forfeit all seniority and reinstatement rights.
- 10.1 A nonindustrial medical leave of absence may not exceed six (6) months without affecting the employee's employment with the Employer. If the leave exceeds six (6) months, the employee's employment shall be subject to termination unless additional leave must be provided under applicable California or federal law.

**ARTICLE XVIII – HOLIDAYS**

- 1.0 **Holidays:** A non-probationary employee in a regular assignment, or in an assignment in lieu of his/her regular assignment, shall receive holiday pay for those holidays listed below:

New Year's Day*	Independence Day	Thanksgiving Friday*
Martin Luther King, Jr. Day*	Labor Day	Christmas Eve
Presidents' Day	Veterans' Day*	Christmas Day
Memorial Day*	Thanksgiving Day*	Christmas Leave Day

- 2.0 **Paid Status Preceding or Succeeding the Holiday:** The employee must have worked on the work day immediately preceding and succeeding the holiday to receive holiday pay, unless on approved leave.
- 3.0 **Holiday During Vacation Or Leave:** If a holiday occurs while an employee is on vacation or other authorized paid leave, that day will be credited and paid as a holiday.

**ARTICLE XIX – VACATION**

- 1.0 **Vacation Earned For Active Service:** A non-probationary employee shall earn vacation for active service in a regular assignment or in an assignment in the same or another classification in lieu of the employee’s regular assignment in accordance with Section 2.0 below. Active Service means all of the time for which pay is received.
- 2.0 **Accrual Of Vacation:** Accrual of vacation shall accrue as of the first calendar day in the month and is calculated based on the factors and in the manner set forth below.
  - 2.1 Non-probationary employees shall accrue vacation leave up to the prescribed maximum. Accrual rates are governed by length of continuous employment as follows:

Years Of Service	Monthly Accrual	Maximum Accrual
7 months to 5 years	10.0 hours	120 hours
5 years, 1 month to 14 years	13.33 hours	160 hours
15 years, 1 month and above	16.66 hours	200 hours
  - 2.2 Employees working less than full-time accrue vacation leave on a prorated basis.
  - 2.3 Non-probationary employees with ten (10) month appointments do not accrue vacation leave. Paid leave for these employees is granted and designated at specific periods of time during the operational year.
- 3.0 **Year Of Service Defined:** A month of service for purposes of accrual shall be defined as active, paid service for 18 or more full time days within the calendar month.
- 4.0 **Vacation May Be Changed To Another Leave:** Vacation may be interrupted or terminated in order to begin bereavement leave, jury duty leave or military leave.
- 5.0 **Vacation Payment Upon Termination:** Employees shall receive a lump sum payment for all unused vacation hours at termination of employment.

**ARTICLE XX - SAFETY CONDITIONS**

- 1.0 **Responsibility of the Employer:** The responsibility for providing for safe working conditions which are in conformance with applicable law and which are within fiscal constraints shall be the Employer’s. Employees shall be responsible for complying with safety procedures and practices and for reporting any unsafe condition, facility, or equipment of which he/she is aware. There shall be no reprisal against an employee for reporting any real or potentially unsafe condition, facility, or equipment.

## ARTICLE XXI - TUITION REIMBURSEMENT

- 1.0 **Conditions Required:** The Employer may grant tuition reimbursement, federal funding permitting, to non-probationary bargaining-unit employees under the conditions specified below:
- 1.1 Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions.
  - 1.2 Approval for reimbursement shall be obtained on the appropriate form signed by the Employer's designated representative before any expense is incurred by the employee. Approval shall be at the sole discretion of the Employer. If a request for reimbursement is not approved, the employee shall be entitled, upon request, to know the reasons(s) for the disapproval.
  - 1.3 The classes or courses of study must be directly linked to academic credit and degree programs.
  - 1.4 Reimbursement shall be made as soon as practicable following presentation of official receipts and satisfactory evidence of successful completion of the approved course(s) or program. If grades are received, successful completion shall be defined as a grade of C or passing.
  - 1.5 Tuition reimbursement shall be no more than the maximum amount allocated in the budget that has been approved by the funding agency for that budget's fiscal year.
- 2.0 **Restrictions:** Provisions of this Article shall not apply to any employee eligible for reimbursement by any other governmental Employer, organization or association.

## ARTICLE XXII - WAGES and SALARIES

- 1.0 **Wages and Salaries:** The wages and salaries for bargaining unit employees have been negotiated in good faith between the Union and the Employer and shall be as set forth in Appendix A of this Agreement.
- 2.0 **Pay Allowances:**
- 2.1 **Uniforms:** If uniforms are required for an employee, the cost of purchase, lease, or rental of up to five (5) uniforms and one (1) pair of safety work shoes each year and identification badges for the employee shall be borne by the Employer. Such items provided by the Employer shall be returned to the Employer upon separation from the service or termination of the assignment.
- 3.0 **Language Differential:** All qualified non-probationary employees shall be paid an annual language differential stipend as specified in Appendix A.

- 4.0 **Salary for Position:** Every non-probationary employee that is hired, re-assigned, transferred, demoted, promoted and/or recalled into a bargaining-unit position shall be paid a salary or hourly rate of pay within the established grade range for that position (as specified in Appendix A).
- 5.0 **Salary upon Promotion or Reclassification:** Upon promotion or reclassification to a higher grade an employee shall receive the salary which corresponds to the new position and which is at least 2.75 percent above his/her previous rate of pay in the new grade.
- 6.0 **Reimbursement for Mileage Expenses:** Employees who are required to use their personal vehicles for Employer business shall be reimbursed for such usage at the rate permitted by the Federal government (currently 40.5 cents per mile) for all miles driven performing their assigned duties and responsibilities.

#### ARTICLE XXIII - HEALTH and WELFARE

- 1.0 **Health and Welfare Plans:** The Health and Welfare Plans for Unit employees have been negotiated in good faith between the Union and the Employer and shall be as set forth in Appendix B of this Agreement.
- 2.0 **Eligibility for Plans** Eligibility requirements for employees and dependents shall be as provided in the applicable plan. Every employee and his/her spouse and dependents shall be eligible to enroll in a plan. In situations where employees are married to one another or are covered by the same plan with one listed as a dependent, the dependent shall not, upon divorce or upon the retirement or death of the spouse, lose any rights the employee would otherwise have had as an eligible employee.
- 3.0 **Enrollment:** For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment during the annual scheduled open enrollment period or when there is a qualified family status change. The Employer shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions.
- 4.0 **Open Enrollment:** Once each year there shall be an open enrollment period during which an enrolled employee may change hospital-medical benefit plans, dental plans and/or vision care plans. The Employer shall establish and announce the date of said open enrollment period.
- 5.0 **Continuation of Enrollment:** With respect to the hospital-medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for Employer contribution, the employee may arrange for continuance of enrollment under COBRA (see 8.0 below.)
- 6.0 **When an Employee Declines to Continue Payments:** With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall be eligible to re-enroll in a plan until returning to active service in an eligible assignment consistent with the plan provisions.

- 7.0 **Termination of Enrollment:** The enrollment of an employee shall terminate:
- 7.1 At the request of an employee, during the open enrollment period, in which case coverage shall terminate at the earliest practical date consistent with the plan provisions;
  - 7.2 Upon the employee experiencing a qualified family status change as defined by HIPAA;
  - 7.3 Upon the separation of employment, in which case coverage shall terminate at the end of the month in which the employment separation was effective; or,
  - 7.4 Loss of eligibility consistent with the plan provisions.
- 8.0 **COBRA:** Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under the Employer's health, dental and vision care plans in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee, or a dependent child ceasing to be eligible for coverage as a dependent child under the Employer's health and welfare plans. In accordance with COBRA regulations, domestic partners are not considered qualified beneficiaries and are ineligible for COBRA continuation coverage.
- 9.0 **Controlling Documents:** The controlling documents regarding all health plans are the applicable contracts between the Employer and the carriers/plan administrators. All disputes regarding coverage and benefits are to be resolved under the plan's own grievance procedures rather than under Article V of this Agreement.
- 10.0 **Change of Status:** It shall be the responsibility of the employee or the dependent to notify the Employer of a divorce, legal separation or loss of eligibility of a dependent child at the time of such an event. At the time of eligibility for continuation coverage, and upon such notification, an election form shall be provided by the Employer.

#### ARTICLE XXIV - ENTIRE AGREEMENT

- 1.0 The Union agrees that this Agreement is intended to cover all matters relating to wages, hours and all other material terms and conditions of employment and that during the term of the Agreement neither the Employer nor the Union will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically addressed in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the Employer or the Union at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

**ARTICLE XXV - TERM OF AGREEMENT**

- 1.0 **Term:** This Agreement shall become effective June 1, 2005, and shall remain in full force and effect, pursuant to its terms, to and including May 31, 2008, and thereafter extended on a day-to-day basis until canceled by either party upon ten (10) work days' written notice.
  
- 2.0 **Successor Agreement:** Either party may, between 60 and 90 calendar days prior to the expiration date of this Agreement, serve written notification upon the other party of its desire to terminate the present Agreement and/or negotiate a successor Agreement. If neither party submits such a timely notification, this Agreement shall remain in effect, beyond its present expiration date, for each successive year thereafter, until such timely notification is sent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their respective representatives on the dates set forth below:

**SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, LOCAL 99**

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

**CHARLES R. DREW UNIVERSITY OF MEDICINE & SCIENCE / HEAD START**

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

## APPENDIX A

The Appendices to this Agreement are made and entered into by and between Charles R. Drew University of Medicine & Science (the “Employer”) and Service Employees International Union, SEIU, AFL-CIO, Local 99 (the “Union”) for the bargaining unit employees employed by the Employer in its Head Start Program (“Program”).

**Salary Increase:** The parties acknowledge and agree that, to the extent the Employer receives from the Federal government, during the term of this Agreement, any Cost of Living Adjustments or other funds, including Quality Improvement Funds, that the Federal government requires be distributed to employees in the form of a pay increase, the Employer shall increase the pay rate of each employee eligible for the increase by the percentage amount allowed under the Federal rules and regulations governing that increase. All pay increases shall be effective on the date established by the Federal government under the Federal rules and regulations governing that increase.

**Living Wage:** All employees in the unit will be paid no less than the Los Angeles County Living Wage.

**Language Differential:** Non-probationary employees who meet the qualifications to speak, read and write a non-English language shall be paid an annual stipend of \$600.00 if, as an essential function of their current job assignment, they are required to speak, read, and write the non-English language for which they are qualified. The method for assessing an employee’s non-English language qualifications and the job eligibility requirements shall be determined solely at the discretion of the Employer.

## APPENDIX B

### Health and Welfare Benefits:

- 1.0 The Employer and the bargaining unit employees shall continue their current respective percentage cost-sharing of insurance premium payments for health and welfare benefits until June 30, 2005.
- 2.0 Effective July 1, 2005, employees who are single participants in the Employer's group medical, dental and vision insurance plans ("Health Plans") shall pay 25% of the applicable monthly insurance premium costs, and the Employer shall pay 75% of these costs. Employees who are dual or family participants in the Health Plans shall continue to pay 35% of the applicable monthly insurance premium costs, and the Employer shall continue to pay 65% of these costs.
- 3.0 Effective July 1, 2006, employees who are single participants in the Health Plans shall continue to pay 25% of the applicable monthly insurance premium costs, and the Employer shall continue to pay 75% of these costs. Employees who are dual or family participants in the Health Plans shall continue to pay 35% of the applicable monthly insurance premium costs, and the Employer shall continue to pay 65% of these costs.
- 4.0 Employees who are dual or family participants in the Health Plans for the 7/1/07-6/30/08 benefit plan year shall continue to pay 35% of the applicable monthly insurance premium costs, and the Employer shall continue to pay 65% of these costs. Any change in the percentage contribution to the applicable monthly insurance premium costs by employees who are single participants in the Health Plans for the 7/1/07-6/30/08 benefit plan year shall be the subject of reopener negotiations.
- 5.0 If neither party notifies the other party of its desire to terminate this Agreement and/or negotiate a successor Agreement in accordance with Article XXV, Section 2.0 of this Agreement, or if such notice was provided but the parties have not reached agreement on a successor Agreement by March 1, 2008, either party has the right to negotiate changes to the health and welfare benefit plans for the 7/1/08-6/30/09 benefit plan year or for subsequent benefit plan years through reopener negotiations.
- 6.0 The Union agrees that, during the term of this Agreement or any extensions thereof, the Employer shall have the unilateral right to make any or all of the following changes to help mitigate potential increases in health and welfare premium costs, to provide a broader range or better mix of providers or to provide alternative plan options, if it does so for its non-bargaining unit employees:
  - a. Change plan administrators, carriers or providers;
  - b. Change plan design as long as existing benefits are not completely eliminated; and/or

c. Increase deductibles and co-payments as long as existing benefits are not completely eliminated.

7.0 The parties agree that if the Employer, during the term of this Agreement or any extensions thereof, wishes to make any other changes to any of its health and welfare benefit plans not encompassed by Section 6.0 above, such changes shall be the subject of reopener negotiations.

APPENDIX C

		MINIMUM			MIDPOINT			MAXIMUM		
Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	
1	\$8.00	\$1,386	\$16,637	\$10.00	\$1,733	\$20,796	\$11.00	\$1,906	\$22,876	
2	\$8.80	\$1,525	\$18,304	\$11.00	\$1,907	\$22,880	\$12.10	\$2,097	\$25,168	
3	\$9.68	\$1,678	\$20,134	\$12.10	\$2,097	\$25,168	\$13.31	\$2,307	\$27,684	
4	\$10.65	\$1,846	\$22,148	\$13.31	\$2,307	\$27,685	\$14.64	\$2,538	\$30,453	
5	\$11.71	\$2,030	\$24,364	\$14.64	\$2,538	\$30,455	\$16.11	\$2,792	\$33,500	
6	\$12.88	\$2,233	\$26,797	\$16.10	\$2,791	\$33,496	\$17.71	\$3,070	\$36,846	
7	\$14.18	\$2,457	\$29,486	\$17.72	\$3,071	\$36,858	\$19.49	\$3,379	\$40,544	
8	\$15.59	\$2,703	\$32,437	\$19.49	\$3,379	\$40,546	\$21.44	\$3,717	\$44,601	
9	\$17.15	\$2,973	\$35,674	\$21.44	\$3,716	\$44,592	\$23.58	\$4,088	\$49,051	
10	\$19.21	\$3,330	\$39,964	\$24.02	\$4,163	\$49,955	\$26.42	\$4,579	\$54,951	
11	\$21.52	\$3,730	\$44,757	\$26.90	\$4,662	\$55,946	\$29.59	\$5,128	\$61,541	
12	\$25.37	\$4,398	\$52,777	\$30.19	\$5,234	\$62,805	\$35.03	\$6,071	\$72,854	
13	\$29.18	\$5,057	\$60,688	\$34.72	\$6,018	\$72,218	\$40.28	\$6,981	\$83,773	
14	\$33.55	\$5,816	\$69,789	\$39.59	\$6,863	\$82,351	\$45.93	\$7,961	\$95,527	
15	\$38.59	\$6,688	\$80,261	\$45.53	\$7,892	\$94,708	\$52.82	\$9,155	\$109,861	
16	\$42.16	\$7,307	\$87,684	\$52.69	\$9,134	\$109,605	\$57.96	\$10,047	\$120,565	
Salary Structure Adjustment Includes 1.6% COLA										
Effective 9/30/04										