

**SEIU Local 721
Information and Referral Federation
of Los Angeles County
(211 LA County)**

Memorandum of Understanding

**December 1, 2016,
through
November 30, 2018**



Agreement

between

**Information and Referral Federation of Los Angeles County
(211 LA County)**

and

**Service Employees International Union, Local 721
(SEIU 721)**

December 1, 2016, to November 30, 2018



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PREAMBLE

This Agreement is entered into by and between Information and Referral Federation of Los Angeles County, also known as 211 LA County, hereinafter referred to as the “Employer” and the Service Employees International Union (SEIU) Local 721, hereinafter referred to as the “Union.”

It is the purpose of this Agreement to set forth the wages, hours of employment, and the other items and conditions of employment for members of the Bargaining Unit.

Employees covered by this Agreement shall not, as a result of these negotiations, suffer a reduction in wages or health benefits, except as may be otherwise provided for in this agreement.

ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes SEIU Local 721 located at 1545 Wilshire Boulevard, Los Angeles, California, 90017 as the exclusive representative of the employees at its facilities located within Los Angeles County (Administrative Offices located at 526 West Las Tunas Drive, San Gabriel, California) as certified by the National Labor Relations Board in Case No. 21-RC-18137. The bargaining unit shall include all full-time, regular part-time and Per Diem employees including:

- Resource and Referral Specialists
- Community Resource Advisors
- Senior Community Resource Advisors
- Resource Writers
- Resource Editors
- Administrative Support Assistants
- Senior Administrative Support Assistants
- Lead Community Resource Advisors
- Lead Resource Writers
- Lead Administrative Support Assistants

1.2 The parties agree that employees not included in the classifications and positions described in Article 1.1 are excluded from the bargaining unit.

1.3 Labor Management Cooperation

The Employer and the Union mutually agree and understand that cooperation and communication are needed to achieve positive relations and prevent misunderstandings between the parties. In this regard, the Employer maintains an open door policy whereby any employee or Union steward may speak with the Human Resources Director, or another member of executive management, about any work-related complaint, concern or issue. In furtherance of these goals, the Employer and Union pledge commitment toward the following:

1. The Employer, through its employees, is in the business of responding to the public assistance needs of callers in an efficient, professional, and compassionate manner;
2. The Employer and Union shall respect the efforts of each employee toward this goal;
3. Rules are necessary and shall be reasonable and explained to employees, with support through team coaches and supervisors to enable job success;
4. The Union shall work together with the Employer in furtherance of the overriding goal of the job success and well-being of each employee;
5. The Employer and Union shall communicate on an open and regular basis to resolve issues promptly and to avoid, whenever possible, unnecessary claims and grievances;
6. No employee shall be subject to any undue pressure, harassment, or adverse treatment from either the Union or the Employer for raising any job-related question or complaint;
7. No employee shall be subject to any undue pressure, harassment or adverse treatment from either the Union or the Employer for supporting or refusing to support any issue, position, dispute, or grievance which may arise between the parties to this Agreement.

Joint Labor Management Committee:

The Employer and the Union agree to continue their Joint-Labor Management (JLM) Committee which shall meet and confer to solve problems which may

arise under this Agreement. Either party shall submit its agenda items one (1) week in advance of the JLM meeting, along with sufficient information and facts to permit all parties to prepare for this meeting. The JLM committee shall be comprised of senior staff officials of the organizations, Union staff representative/organizer, union steward(s) and other members of the bargaining unit representing different departments of the organization. The total number of bargaining unit members participating in this committee, including the stewards, shall not exceed four (4). The JLM committee will meet on a quarterly basis, unless mutually agreed otherwise, and the meeting time shall be limited to a Committee discussion of specific agenda items, up to a maximum of ninety (90) minutes per meeting. Based on staffing needs, the JLM may occasionally meet after-hours on non-work time. Based on mutual agreement, the JLM may meet on a more frequent basis to discuss issues requiring immediate attention and nothing herein shall preclude periodic conferences or discussions between the Union and the Employer, as may be needed and also based upon mutual agreement.

ARTICLE 2 – DEFINITIONS

2.1 Bargaining Unit

As used in this Agreement refers to the bargaining unit defined in Article 1 – Recognition.

2.2 Calendar Year

As used in this Agreement refers to the period of time from January 1 through December 31.

2.2a Fiscal Year

As used in this Agreement refers to the period of time from July 1 through June 30.

2.3 Day

As used in this Agreement refers to a calendar day unless otherwise specified.

2.4 Employee

As used in this Agreement refers to a bargaining unit member who is a regular full-time employee, a regular part-time employee, a probationary employee, a regular status employee, or a Per Diem employee.

2.4a Full-Time Employees

As used in this Agreement refers to a bargaining unit employee who is scheduled to work a minimum of forty (40) hours per week or a bargaining unit employee who works a regular “flexible” schedule which may involve a thirty-six (36) hour or forty-four (44) hour week every other week.

2.4b Part-Time Employees

As used in this Agreement refers to a bargaining unit employee who is assigned on a consistent, regular basis to less than a full-time schedule. Regular part-time employees shall receive pro-rated vacation, holiday, sick leave benefits, and any other benefits extended to full-time employees and shall be based on their regular schedule of work hours as follows and it shall not be affected by PTCP trades:

8 to 15 hours	=	20%
16 to 23 hours	=	50%
24 to 31 hours	=	60%
32 to 39 hours	=	80%

2.4c Per Diem Employees

As used in this Agreement refers to a bargaining unit employee who is assigned to work on a daily basis based on operational needs. Per Diem employees have no regularly set schedule but shall normally work a minimum of eight (8) hours per month and no more than one thousand (1,000) hours per calendar year. Per Diem employees shall not receive vacation, holiday, sick leave, or health care benefits, or any other benefit extended to full and part-time employees. Upon completion of one thousand (1,000) hours, employees will retain Per

Diem status but will not be offered additional work in that calendar year.

Per Diem employees shall not be hired for the purpose of eroding the number of full-time employees in the bargaining unit. If the total number of hours worked by Per Diem employees reaches twenty percent (20%) of the total Bargaining Unit normally scheduled hours, the Employer and the Union agree to meet and confer on the impact it may bring to the Bargaining Unit and make changes accordingly. The Employer will provide to the Union a quarterly report of all hours worked by Per Diem employees.

Per Diem employees may be used to increase the number of Bargaining Unit Employees that can be approved for vacation/holiday time off based on the minimum staffing needs of the Employer.

Per Diem employees shall be utilized as additional resources to meet operational needs such as those described below:

Increase in daily volume of calls.

Increase in volume of calls related to 211 LA County targeted marketing.

Increase in volume of calls related to contract line targeted marketing.

Increase in volume of calls related to disaster or emergencies.

Decrease in staff due to new project start-up or other demands.

2.4d Interns

As used in this Agreement refers to a student who works for a limited period of time not to exceed two (2) consecutive semesters and is excluded from the bargaining unit. Interns may or may not receive compensation for their work. Interns are excluded from the bargaining unit and shall not receive holiday, vacation, sick leave, health care benefits, or any other benefits extended to bargaining unit employees.

2.4e Probationary Employees

As used in this Agreement refers to a bargaining unit employee who is serving a specified period of probation prior to achieving regular status. All Per Diem, temporary, and intern employees who want to change to regular status must also serve a probationary period. Time served in their former position will not count toward their probationary period. During their probationary period, previously Per Diem employees may use any vacation, sick or floating holiday time accrued during this probationary period.

2.4f Regular Status Employees

As used in this Agreement refers to a bargaining unit employee who has completed a specified probationary period and who has been awarded regular status.

2.4g Temporary Employees

As used in this Agreement refers to an employee who is excluded from the bargaining unit and who is hired in a temporary position for the duration of short term grants or unfunded projects, whether paid by 211 or any other entity, not to exceed (12) twelve months. If, after twelve (12) months, the position is still needed, it will be opened up and the temporary employee will be given the opportunity to apply for a regular status position. Temporary employees shall not be hired for the purpose of eroding the bargaining unit.

2.4h Notification of Temporary Positions

Management will notify the Union in writing as soon as possible, but no later than fifteen (15) calendar days after filling a temporary position. The Union shall also be notified as to the job duties of the temporary position, the number of positions requested, and the approximate length of time of each temporary position.

2.4i Volunteer

As used in this Agreement refers to anyone who, without compensation or expectation of compensation beyond

reimbursements, performs a task at the direction of and on behalf of 211 LA County. A volunteer must be officially accepted and enrolled by 211 LA County prior to performing such tasks. Volunteers should not be considered employees of 211 LA County. Management will notify the Union in writing as soon as possible of the need to utilize volunteers. The Union shall be notified as to the job duties to be performed by the volunteer position, the number of positions requested, and the approximate length of time of each volunteer position.

2.5 Executive Director

As used in this Agreement refers to the Chief Executive Officer of 211 LA County or his/her designee.

2.6 Immediate / Appropriate Supervisor

As used in this Agreement refers to the appropriate non-bargaining unit supervisory person to whom the employee is accountable.

2.7 Parties

As used in this Agreement refers to 211 LA County and SEIU Local 721.

2.8 Shifts / Tours

As used in this Agreement refers to a fixed number of hours employees are scheduled to work in a workday period.

2.8a Day Shift

Begin and end between the hours of 6:00 AM and 7:00 PM.

2.8b Evening Shift

Begin and end between the hours of 3:00 PM and 12:00 AM.

2.8c Graveyard Shift

Begin and end between the hours of 11:00 PM and 9:00 AM.

2.9 Workday

As used in this Agreement refers to the hours an employee is scheduled to work within a period which consists of twenty-four (24) consecutive hours beginning at 12:00 AM and ending at 11:59 PM.

2.10 Workweek

As used in this Agreement refers to a period of seven (7) consecutive days which begins Saturday at 12:00 AM and ends the following Friday at 11:59 PM.

2.11 Work Time / Work Hours

As used in this Agreement refers to time spent in compensated employment except time spent on all paid disability leaves and worker's compensation.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The Employer retains and reserves unto itself, without limitation, whether exercised or not, all powers, rights, authorities, duties and responsibilities which have not been specifically abridged, delegated or modified by this Agreement.

3.2 The Employer may establish reasonable rules to govern the conduct and job performance of employees. Copies of such rules shall be furnished to the Union Representatives and Stewards at least fifteen (15) business days before being put into effect.

Contracting Out

3.3 When the Employer deems it necessary in order to carry out its mission and operations, the Employer may contract out work. The Employer shall not contract out for the sole purpose of eroding the bargaining unit. The Union shall be notified of contracts pertaining to bargaining unit work when such contracting out is to be for more than one year. Circumstances permitting, such notification shall be prior to the start of such contracted work. However, in the event any employees will be displaced as a result of such contracting, the Employer shall notify the Union at least thirty (30) days in advance. The Union may request to negotiate the impact contracting out work may have on bargaining unit members. The Employer shall meet with the Union for this purpose within thirty (30) days of such request.

ARTICLE 4 – EFFECT OF AGREEMENT

- 4.1 This Agreement constitutes the entire Agreement of the Employer and the Union arrived at as a result of negotiations. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in an expressed written amendment to the Agreement. This Agreement supersedes all previous Agreements, understandings, and prior practices related to matters included within this Agreement. In the absence of any specified provision in this Agreement, all 211 LA County practices and procedures are at the discretion of the Employer.
- 4.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands 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 life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, with the exception of the creation of new positions that perform Bargaining Unit work.

Savings Clause

- 4.3 If any provisions of this Agreement are held to be unlawful and unenforceable by a court of competent jurisdiction or governmental agency having authority over such provisions, these provisions will be deemed invalid, but all other provisions of this Agreement will continue in full force and effect.
- 4.4 Any such invalidated provision shall, at the request of either party, be subject to negotiation between the parties for the sole purpose of negotiating a replacement for such provision.

ARTICLE 5 – UNION RIGHTS

Bulletin Boards

- 5.1 The Employer shall provide two (2) bulletin boards in accessible locations at its facility to be used for Union business. Only designated Union stewards may post information on the designated bulletin board.
- 5.2 The Executive Director shall be provided with a copy of all Union materials prior to posting on the bulletin board.
- 5.3 Union materials posted on the designated bulletin board shall not include campaign material. The Union shall exercise responsibility for the content of such Union material.

Union Business

- 5.4 The Employer shall provide the Union space, on the Employer's premises, to conduct a monthly General Membership meeting, which shall not exceed two (2) hours. The Union must request the meeting space at least thirty (30) days in advance and room scheduling is subject to availability.
- 5.5 Union business shall not be conducted utilizing the Employer's equipment or supplies, including but not limited to the use of email. Fax and photocopy equipment may be used by stewards for Union business on non-work time contingent upon prior approval from designated Employer representatives.
- 5.6 An employee shall not suffer reprisals for participation in Union activities.

Union Stewards

- 5.7 The Employer recognizes the right of the Union to select Union Stewards. The Employer agrees that there will be no discrimination against authorized Union Stewards because of Union activity. Union Stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of the selection of such Stewards who shall be responsible for conducting Union business. The Stewards shall not permit their activity as Stewards to interfere with the performance of their normal duties. Union Stewards shall request permission from the Workforce Manager for absences from their normal work duties to conduct Union business. Such requests shall not be unreasonably

denied. Stewards shall not lose pay through their participation in grievance or disciplinary meetings with representatives of the Employer. On a quarterly basis, the Union shall submit to the Employer an accurate list of Stewards at each facility.

Upon advance written request and subject to staffing and scheduling needs, the Employer will provide up to three (3) days without pay per calendar year to a Union Steward for the purpose of participating in Union Educational Programs.

Each designated Union Steward shall be provided with one (1) hour of paid release time once every month to attend the Steward Council meeting, trainings and other Union meetings. The Employer shall be notified in advance of when these meetings will take place. A monthly meeting schedule (for the entire calendar year) must be provided to and approved by the Chief Operating Officer by January 15th of every year. No Steward Union-related meetings can take place until the complete monthly meeting calendar is submitted. Changes to the monthly meeting calendar can only be made with prior approval from the Chief Operating Officer.

No more than ten percent (10%) of the total number of Bargaining Unit Employees shall be designated as Stewards by the Union from among the non-probationary employees in the bargaining unit to officially represent the Union. The names of the stewards shall be provided in writing to the Executive Director.

Union Security

- 5.8 As a condition of employment, all current employees included in the bargaining unit who are members of the Union in good standing on the date that this Agreement is ratified, shall be required to maintain such membership for the term of this Agreement. As a condition of employment, employees who do not want to join the Union shall be required to pay to the Union a service fee or make a qualified charitable contribution.
- 5.9 Employees who are required, in accordance with this Article, to maintain membership in the Union and fail to do so, and employees who are required to pay service fees or make charitable donations and fail to do so shall, upon notice of such fact in writing from the Union to the Employer, be terminated, if such failure remains uncorrected for ten (10) business days after written notice to the Employer, with a copy to the employee. The Employer shall at the time of the

application inform each new bargaining unit employee of the existence of this Article.

- 5.10** In no event shall any charge be made to an employee prior to the date of hire or the date of execution of this Agreement, whichever is later. The Employer shall follow guidelines set by the Union Dues Policy.
- 5.11** Upon receipt of an individual, voluntary, written and unrevoked check-off authorization from an employee in the bargaining unit, the Employer will deduct a specified dollar amount from the pay of such employee during the first two (2) pay periods of each calendar month and forward that amount to the Union's Committee on Political Education (C.O.P.E.). The signing of this authorization and the making of payments to the Union's C.O.P.E. are not conditions of membership in the Union or of employment with the Employer. The Union's C.O.P.E. will use the money it receives to make political contributions and support expenditures in connection with federal, state, and local elections. The Union will hold the Employer harmless against any claim that may be made by any person by reason of defending against such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.
- 5.12** Effective the first month following employment, the Employer agrees to deduct amounts, as determined by the Union, from employee's paychecks each pay period. The Employer's obligation to maintain such payroll deductions shall remain in full force and effect during the life of this Agreement. The amounts deducted from the employee's paychecks shall be sent to the Union and changed by the Employer upon written request of the Union.
- 5.13** The Union shall indemnify, defend, and hold the Employer harmless against any claim made of any nature and against any suit instituted against the Employer arising from its payroll deduction for the Union in accordance with this Article.
- 5.14** Any new facility hereafter opened and/or operated by the Employer in Los Angeles County and providing similar services and employing employees in classifications covered by this Agreement shall be deemed an expansion of the Employer's facilities and an accretion to the existing bargaining unit. Such new facility or facilities shall automatically be covered by the provisions of this Agreement.

ARTICLE 6 – CONCERTED ACTIVITIES

- 6.1 During the life of this Agreement, it is understood that neither the Union nor any Union officer or steward will cause, permit, participate in, counsel, induce, or authorize its members to strike, sit-down, slowdown or engage in any work stoppage. If it is determined that an employee has violated this provision, the Employee shall be subject to discipline. It is understood that during the life of this Agreement, no Union officer, Union Representative, or Union Stewards shall authorize, encourage, or assist in any such strike or stoppage.
- 6.2 During the life of this Agreement, the Employer shall not lock out bargaining unit employees.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 Purpose and Procedures

The purpose of this Article is to provide an orderly method for the settlement of disputes between the parties over the interpretation, application, or claimed violation of a specific provision of this Agreement. Such disputes shall be processed in accordance with the steps, time limits and conditions set forth in this Article.

7.2 Dispute or Complaint

As used in this Article shall refer to a concern of an employee, the Union or the Employer which arises from the application of a provision of this Agreement.

7.3 Grievance

As used in this Article shall refer to a written allegation that there has been a violation of a specific provision in this Agreement. Specifically excluded from this grievance arbitration procedure are any disputes or claims concerning disciplinary action or counseling not resulting in a written warning, suspension, or termination; or any claim or dispute by a probationary employee. This provision shall not otherwise affect any party's right to file a grievance over any other alleged violation of any provision of this Agreement.

7.4 Grievant/Respondent

As used in this Article “Grievant” refers to an employee(s), the Union or the Employer which alleges a violation of this Agreement which is not excluded under Section 7.3 above, and the term “Respondent” shall refer to the party responding to the grievance. In no case shall the Union or the Employer file a grievance against an employee, and the Union shall not grieve on behalf of any employee who does not wish to pursue an individual grievance.

7.4a Employee

As used in this Article shall mean a member of the bargaining unit who is a regular status employee or a non-probationary employee.

7.5 Immediate Supervisor

As used in this Article refers to the non-bargaining unit supervisory person to whom the employee is accountable.

7.6 Representative

As used in this Article shall be an employee of the Union.

7.7 Union Steward

As used in this Article refers to a person who has been officially designated in writing as a Union Steward.

7.8 Respond and File

As used in this Article refers to a personal delivery or deposit in the U. S. Mail. If mail delivery is used, it shall be certified return receipt requested mail and the certified receipt date shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

7.9 Informal Discussions (Step #1)

Before filing a grievance, an informal discussion must be held in an attempt to resolve the dispute. An employee grievant shall discuss the complaint with the immediate supervisor or designee no later than ten (10) business days after the

event giving rise to the complaint or no later than ten (10) business days after the employee knows or reasonably should have known of the event giving rise to the complaint.

Part-time employees shall discuss the complaint with the immediate supervisor no later than fifteen (15) business days after the event giving rise to the complaint or no later than fifteen (15) business days after the employee knew or reasonably should have known of the event giving rise to the complaint. If the grievant is an employee, this Step is mandatory however the employee may designate a Union steward to be his or her designee during this Step 1 meeting. However in the event the grievance is brought by the Union or the Employer, this Step may be waived at the option of the grievant.

7.10 A resolution of a complaint at the informal state shall not be precedent setting.

Grievance Settlement Meetings (Step #2)

7.11 If the complaint is not resolved through the Step 1 informal discussion, the Employer, Union, or employee may file a grievance within ten (10) business days after the informal discussion above, or where the grievant is the Union or the Employer and Step 1 is waived, within ten (10) days after the event giving rise to the complaint or dispute. A part-time employee may file a grievance no later than fifteen (15) business days after the informal discussion at Step 1. If the grievance is being brought by the Employer, the grievance shall be submitted in writing to the designated union representative. Grievances brought by an employee or union shall be submitted to the Human Resource manager or designee. All grievances shall clearly state the nature of the grievance and shall include:

7.11a The specific Section or Article of the Agreement alleged to have been violated.

7.11b A description of the grounds of the grievance such as names, dates, places and times in order to provide the Respondent with an understanding of the grievance.

7.11c The remedy sought and the reason for the remedy.

- 7.11d** The name and classification of the grievant(s) and, when filed by an employee(s) his/her signature.
 - 7.11e** The name of the Union representative and/or steward, if any.
 - 7.11f** The date of submission and the signature and date of receipt by the opposing party.
 - 7.11g** The date(s) the informal discussion(s) took place.
 - 7.11h** An acknowledgment of the employee's right to representation by a Union Steward and the option to waive this right.
- 7.12** The parties to the grievance shall meet at a mutually acceptable time and location, no later than seven (7) business days after receipt of the grievance in order to discuss and attempt to resolve and settle the grievance. The grievant may be represented by a Union Steward and a Union Representative may also be present at this meeting. The response to this grievance shall be in writing and delivered to the Grievant no later than ten (10) business days after the Step 2 Settlement Meeting.

Arbitration

- 7.13** In the event the grievance is not settled as a result of the Settlement Meetings above, the matter may be submitted to binding arbitration. In the case of grievance, notice of arbitration must be received by the respondent within ten (10) business days after the response under Section 7.12.
- 7.14** The following procedure shall apply when the matter is timely submitted for formal arbitration:
- 7.14a** If the parties are unable to agree on an impartial arbitrator, they shall, within ten (10) business days after the Employer's receipt of the Union's notice to submit the grievance for arbitration, jointly request from the Federal Mediation and Conciliation Service, a list of five (5) arbitrators.
 - 7.14b** The parties shall meet within five (5) business days after receipt of said list for the purpose of selecting the Arbitrator. If they are unable to do

so, the Arbitrator shall be selected from the list by the alternate striking process, with the party striking the first name determined by lot.

- 7.14c** A hearing of the grievance shall be held at a time and place designated by the Arbitrator, at which both parties and/or their representatives shall be allowed to present their respective positions, evidence and arguments.
- 7.14d** The Arbitrator's decision shall be rendered in writing, not more than thirty (30) calendar days after the close of the hearing or the filing of briefs if any, whichever is later and shall be final and binding on the parties and on any affected Bargaining Unit Employee.
- 7.14e** The Arbitrator shall have no authority (1) to amend, modify, change, add to, subtract from any provision of this Agreement, or (2) to base any decision on any practice or custom, which is inconsistent with any provision of this Article.
- 7.14f** Each party shall bear the expense of preparing and presenting their own case. The expense of the arbitration, including arbitrator's fees and costs and any other costs and facility expenses, if any, shall be borne equally by the parties.

General Provisions

- 7.15** The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer. Such extension agreements must be confirmed in writing. If any steps of a grievance, including the informal step are not processed within the time limits and in accordance with the procedural requirements set forth in this Article, the grievance shall be considered waived and the Grievant may not submit subsequent filings of the same grievance. If the Respondent fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step.
- 7.16** Both parties agree to exercise due diligence in resolving all grievances in a timely manner.
- 7.17** A grievance settled prior to arbitration shall not be precedent setting.

7.18 A decision by the Union to submit a grievance to arbitration shall automatically be a waiver of all other remedies except as provided otherwise by law.

ARTICLE 8 – EMPLOYEE STATUS

Appointment and New Hires

- 8.1 Prior to filling bargaining unit vacancies, all such vacancies shall be posted for seven (7) business days on the administrative bulletin boards. All such job postings shall include the classification title, scheduled working hours, description of duties, job related desirable experience, minimum qualifications and salary range.
- 8.2 Qualified employees shall be given consideration for vacant bargaining unit positions, provided they apply within the seven (7) business days posting period. Where skill, ability and previous experience are substantially equal, seniority shall be the determining factor for awarding the job.
- 8.2a To ensure equal opportunity for all interested and qualified bargaining unit employees to apply, all new and specialized bargaining unit assignments will be consistently posted prior to selecting an ongoing individual for the posting.
- 8.3 Upon request of an employee, a job description of his/her classification shall be provided. New employees shall be provided a job description of his/her classification at the time of hire.
- 8.3a The Employer shall provide a group orientation to all employees hired to fill bargaining unit job classification where they shall receive information on employee benefits, a copy of their job description, a welcome packet to be supplied by the Union, and any other information regarding their employment with the Employer.
- 8.4 During the first thirty (30) days, a regular status employee who is awarded a vacant Bargaining Unit position shall have the right to return to the former position with regular status in that position at his/her former rate of pay with no loss of seniority. This provision shall not apply to changes in shifts/hours.

Probationary / Regular Status

- 8.5 A probationary period is the period of time an employee who has received probationary status, shall serve prior to receiving regular status. It is understood that there are two (2) types of probationary employees: (1) new hires and (2) regular status employees who undergo a change in job classification, (such employees retain all accrued seniority and other benefits while on probationary status).
- 8.6 The probationary period for full-time, part-time, and Per Diem bargaining unit employees shall be the first six (6) months of service. Such probationary period may be extended for up to an additional six (6) months only.
- 8.7 The Employer will provide the Union with a copy of the employee's probation extension notice within ten (10) business days.

Promotion

- 8.8 It is recognized that in filling vacant bargaining unit positions, consideration shall be given first to skill, ability and previous performance; and second to length of service. Where skill, ability and previous performance are substantially equal, seniority shall be the determining factor. Returning employees and employees changing their status must serve the same probationary period as required for new hires for that position.
- 8.9 If a regular status employee is advanced to a higher classification and is denied regular status in the higher classification, s/he shall have the right to return to the lower classification with regular status in that class at his/her former rate of pay and with no loss of seniority. The Employer will make a reasonable effort to return the employee to the same physical environment.

Rejection During Probation

- 8.10 A probationary employee who has not achieved regular status in any other classification may be separated from employment at any time by the Employer.
- 8.11 An employee who has not achieved regular status in any other classification and who has been rejected during the probationary period may not utilize Article 7; Grievance Procedure, of this Agreement to appeal the decision to reject during probation.

Regular Status

8.12 An employee who has completed the appropriate probationary period shall be awarded regular status. The Employer will notify the Union Representative and lead Union Steward of employee awarded regular status.

Returning to the Bargaining Unit/Re-instatement

8.13 A Bargaining Unit Employee who separates from the Bargaining Unit and is re-instated to a Bargaining Unit position within six (6) calendar months will retain previously accrued service credits for the purposes of determining wages and benefits.

8.13a Seniority

Accrued seniority at the time of separation from the Bargaining Unit shall be the beginning status for seniority at the point of re-instatement for Bargaining Unit Employees who return within six (6) calendar months. Re-instated employees shall not receive seniority credits for the months of separation. When separation from the Bargaining Unit exceeds six (6) calendar months none of the seniority service credits are retained and accrual begins on the first day of reinstatement to a Bargaining Unit position.

8.13b Wages

Employees who are re-instated within this six (6) month period shall return to work at the same salary rate that was in effect when they left, as long as it is at or above the minimum wage rate specified in Section 17.1. Re-instated employees shall not receive any other salary increases or other adjustments to salary that occurred during the period of separation. The new anniversary date will be that date when the total of the months worked from the last anniversary date before separation and the months worked after reinstatement total twelve (12) completed months.

8.13c Benefits

Health, Dental, Vision and 401(k) Retirement Plan benefits will be reinstated as soon as allowed by these plans' provisions. Any

deductibles or eligibility requirements that may apply will be reinstated according to the plan's provisions.

ARTICLE 9 – EMPLOYEE PERFORMANCE

Performance Appraisals

- 9.1 Employees shall be subject to periodic Performance Appraisals. Such appraisals should be a review of the employee's performance. Performance appraisals may be used as a tool for supervision and for establishing an individual training plan for employees to further develop their skills.
- 9.2 A written record of a Performance Appraisal shall be placed in the employee's personnel file. The employee shall be provided with a copy of the written record of the Performance Appraisal.
- 9.3 If an employee disagrees with the written Performance Appraisal which has been placed in his/her personnel file, the employee may submit a rebuttal statement which shall be placed in the employee's personnel file.
- 9.4 Performance Appraisals shall not constitute disciplinary action and shall not be subject to Article 7: Grievance Procedure.

Personnel File

- 9.5 One (1) official personnel file shall be maintained for each employee in the personnel office. The term "personnel file" as used in this Agreement shall refer to this one (1) official personnel file.
- 9.6 The contents of an employee's official personnel file, exclusive of pre-employment materials, shall be open to his/her inspection and inspection by a Union Representative when authorized in writing by the employee.
- 9.7 An employee may request a time for reviewing his/her personnel file, such time shall be arranged within three (3) business days, and the file shall be reviewed on the employee's own time, and not during work time.
- 9.8 An employee shall as soon as possible, but no later than ten (10) business days of his/her written request, be provided an exact copy of all or any portion of

materials exclusive of pre-employment materials maintained in the personnel file.

ARTICLE 10 – DISCIPLINE

- 10.1** The Employer shall have the right to discipline or discharge regular status employees for just cause. Discipline shall be in writing and is subject to Article 7: Grievance Procedure.
- 10.2** An employee may elect to have a Union Steward present during any meeting with management which is investigatory in nature and during any meeting called for the purpose of imposing disciplinary action.
- 10.3** An employee may request a conference with the immediate supervisor, the Program Director, the Human Resources Manager, or the Chief Operating Officer to discuss disciplinary action.
- 10.4** A notice of disciplinary action shall be placed in the employee's personnel file. A copy shall be e-mailed to the Union within three (3) business days after it is issued to the employee.. In the event the employee is discharged, upon written authorization of the employee and upon request of the Union, the Union shall be provided with copies of all disciplinary notices used as the basis for such discharge.
- 10.5** Letters of discipline for unsatisfactory performance may not be used as the basis for further disciplinary action if there has been no recurrence of unsatisfactory performance for twelve (12) consecutive months.
- 10.6** With the exception of attendance warnings as described at Section 10.7, one (1) year from its effective date, notice of disciplinary action shall be removed from an employee's personnel file, provided there has been no recurrence for one (1) year, except as required by law or if the infraction compromises the safety or ethical treatment of others.
- 10.7** For attendance only, attendance warnings may not be used for any further disciplinary action after one year and shall be removed from the employee's personnel file.

ARTICLE 11 – VACATION AND HOLIDAYS

11.1 Regular full-time employees shall be eligible for paid vacation in accordance with the schedule below. Vacation credits shall be accrued on a monthly basis up to the maximum amount of the annual vacation accrual entitlement as indicated below.

<u>Service Requirement</u>	<u>Vacation Credit Per Year</u>	<u>Maximum Accrual</u>
1st month through completion of 36 mos. (Three (3) years)	6.66 hours per month 10 days per year	160 hours / 20 days
Month 37 through completion of 60 mos. (Five (5) years)	8 hours per month 12 days per year	184 hours / 23 days
Month 61 through completion of 96 mos. (Eight (8) years)	10 hours per month 15 days per year	220 hours / 27.5 days
Month 97 through completion of 144 mos. (Twelve (12) years)	12 hours per month 18 days per year	256 hours / 32.5 days
Month 145 and thereafter	13.33 hours per month 20 days per year	280 hours / 35 days

11.1a Employees working flexible workweek shifts shall accrue vacation hours at the same rate as they would if they worked a traditional schedule. These employees shall be charged vacation leave usage equal to the hours they are absent from their scheduled shift.

11.2 Vacation pay shall include the applicable premiums which an employee would normally receive, excluding shift differential. Regular part-time employees shall be eligible for paid vacation on a pro-rata basis.

11.3 A probationary employee who has not achieved regular status in any other classification shall not take vacation prior to completion of the required probationary period.

- 11.4** Vacation credits may be accumulated and carried over from year to year, provided such carried over vacation does not exceed the maximum accrual limits specified under section 11.1.
- 11.5** Requests for scheduling vacation shall be submitted in writing to the Workforce Manger on or before the first day of December of each year for vacation to be taken during the twelve (12) month period beginning January 1. Employees shall be notified by December 15 as to when their vacation is scheduled.
- 11.6** Vacation shall be granted on the basis of seniority and consistent with the minimum staffing needs of the Employer.
- 11.7** Vacation requests may be submitted through the remainder of the year and will be granted on a first come, first served basis, consistent with the minimum staffing needs of the Employer and will not be unreasonably denied. The appropriate supervisor shall respond to such vacation requests normally during the same shift as the request is made or as soon as possible. Regular status employees may, upon approval, take vacation as it is accrued. A vacation schedule may be changed by the Employer, based upon minimum staffing needs, provided the Employee receives no less than fifteen (15) days prior notice.
- 11.7a** Vacation or accrued holiday leave cannot be requested if the employee has already been approved for PTCP for that same day.
- 11.8** An employee who suffers a disability accident or hospitalization while on vacation and provides written verification of such, may convert the approved vacation time to paid sick leave provided the employee has available accrued sick leave. The employee shall retain vacation time for the days spent so disabled. Such vacation time shall be rescheduled by mutual agreement.
- 11.9** Upon request, an employee shall receive his/her vacation check by their schedule lunch break on the last day worked before the employee begins his/her vacation, provided the employee completes the necessary payroll forms. Such request must be made ten (10) days in advance of the date requested.
- 11.10** An employee shall receive upon separation from employment the full payment for all unused vacation. If an employee quits, separation pay will be paid within seventy-two (72) hours after separation. If an employee is terminated, separation

pay shall normally be paid at the end of the shift on the same day as the termination.

Split Vacation

11.11 Employees may request to take vacation in increments of one (1) hour or more, increments of one (1) week, or less than one (1) week.

11.12 Based upon the minimum staffing needs of the Employer, vacation requests will be considered at any time.

Holidays

11.13 Employees shall be eligible to receive time off with pay for these holidays:

- | | | |
|---------------|---------------------------|-------------------------------|
| 11.13a | January 1 | (New Year's Day) |
| 11.13b | Third Monday in January | (Martin Luther King, Jr. Day) |
| 11.13c | Third Monday in February | (President's Day) |
| 11.13d | Last Monday in May | (Memorial Day) |
| 11.13e | July 4th | (Independence Day) |
| 11.13f | First Monday in September | (Labor Day) |
| 11.13g | November 11th | (Veterans Day) |
| 11.13h | Thanksgiving Day | |
| 11.13i | Day after Thanksgiving | |
| 11.13j | December 25th | (Christmas Day) |

11.14 Any holiday listed in this Article which falls on a Saturday shall be observed on the preceding Friday. Any holiday in this Article which falls on a Sunday shall be observed the following Monday. Veteran's Day shall be observed on the day designated and observed by the Los Angeles County government offices. When a payday falls on a holiday, employees shall be paid on the day immediately prior to the holiday.

- 11.15** Full-time employees not working on a holiday shall receive eight (8) hours of holiday pay for each holiday listed in this Article. Part-time employees not working the holiday shall receive a pro-rata share of holiday pay. In order to be eligible for holiday pay, the employee must be on an approved preplanned paid leave of absence or work his/her scheduled shift immediately before and immediately after the holiday, unless the employee's unplanned absence is due to an illness or injury which is verified by a medical certificate from a healthcare provider. Employees on a leave of absence without pay or in other non-pay status on a holiday shall not be entitled to holiday pay.
- 11.16** When a holiday occurs during the period of an employee's paid time off, such as sick leave, vacation or bereavement leave, that employee shall receive holiday pay and such paid time off shall not be charged to any other paid time off account.
- 11.17** For employees who work the night shift, the holiday shall be observed on the shift in which the majority of the hours worked fall on the actual day of the holiday.
- 11.18** Upon separation from employment, employees shall receive full payment for all time accrued for established holidays. Upon separation, employees shall be compensated for unused Floating Holiday(s) provided the employee has completed two (2) years of service. If an employee quits, holiday pay will be paid within seventy-two (72) hours after separation. If an employee is terminated, holiday pay will normally be paid at the end of the shift on the same day as the termination.

Floating Holiday

- 11.19** Regular full-time employees shall be entitled to two (2) Floating Holidays which shall be taken during the calendar year in which they are earned. If a regular status employee fails to take his/her Floating Holidays before the end of the year, the holiday shall be forfeited unless the employee was prevented from taking his/her Floating Holiday due to the minimum staffing needs of the Employer. A probationary employee must complete his or her probationary period prior to receiving and using his or her Floating Holiday. Employees hired after January 1 but prior to September 1 will receive one floating holiday. The following January, the employee will earn and receive two (2) days for each calendar year. If, due to operational needs, an employee is unable to use this time, the employee may

carry the Floating Holiday into the following year. Requests for scheduling Floating Holidays shall be submitted in writing to the Workforce Manger. Such request may be submitted on or before the first day of December of each year to be taken during the twelve (12) months period beginning January 1.

11.20 Floating Holiday requests may be submitted throughout the remainder of the year and shall be granted on a first-come, first-served basis, consistent with the minimum staffing needs of the Employer. Such requests shall be submitted at least twenty-four (24) hours in advance of the employee's choice for a Floating Holiday. When conflicts occur, employees shall have preference as to their choice based on seniority and subject to the operational needs of the Employer. However, once an employee's Floating Holiday request has been granted, no employee may exercise seniority to displace him/her. Based upon the minimum staffing needs of the Employer, Floating Holiday requests will be considered anytime during the calendar year.

11.21 Part-time employees are entitled to Floating Holidays on a pro-rata basis.

Holiday Work Compensation

11.22 Holiday pay shall include bilingual differential and any additional responsibility premium which the employee normally receives and shall be based on his/her regular scheduled shift and hour.

11.22a Employees working flexible week shifts shall accrue holiday hours at the same rate as they would if they worked a traditional schedule. When an authorized holiday falls on a regularly scheduled work day and the employee does not work that holiday, the employee shall receive his/her straight time rate of pay for the same number of hours s/he would have worked a traditional schedule. Thus, an employee working a four day / ten hour (4/10) shift would be paid for eight (8) hours even though s/he normally worked a ten (10) hour day on a flex-schedule.

11.22b Employees working a flexible work week shifts have three (3) options to adjust for any hours that might be lost as a result of the difference between the hours of pay received for a holiday and the number of hours for which the employees would normally have been paid had there been no holiday:

- The employee may use any available accrued vacation and/or holiday hours to cover any hours missed.
- Based on the minimum staffing needs and with prior approval of the Workforce Manager, the employee may make up missed hours by working a maximum of one (1) hour per day beyond his/her scheduled hours. This additional time must be made up during the same pay period and must be consistent with the minimum staffing needs of the Employer. Make-up time will be compensated at the employee's regular rate of pay. In no circumstances will this additional time be paid at overtime rates.
- The employee may choose not to make up missed hours of pay. In this case, the employee's bi-weekly paycheck will reflect the loss in pay equal to the number of hours missed. Such loss shall not be considered as the basis for disciplinary purposes.

11.23 An employee who works a holiday shall receive pay for all hours worked on the holiday, at the rate of one and one-half (1½) times the employee's regular rate of pay, plus holiday pay, for a total of two and one-half (2½) times the employee's regular rate of pay for working on the holiday.

Holiday Work Assignment / Non-Assignment

11.24 An employee may request holiday work assignment or non-assignment. After considering the staffing needs of the Employer, such holiday work shall be distributed on an equitable basis.

11.25 Mandatory holiday work shall be assigned on the following rotational basis: Employees who have worked the least number of holidays will be assigned based on operational need, with the tiebreaker inverse seniority. Employees eligible for assignments will include all temporary, per diem, probationary or regular status employees with less than twenty (20) years of service. Employees with more than twenty (20) years of service are eligible for holiday assignment if minimum staffing levels exceed thirty (30) employees on a given holiday.

ARTICLE 12 – LEAVES OF ABSENCE WITH PAY

Sick Leave

- 12.1** Following completion of one (1) month of continuous service, a full-time employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional month of service, eight (8) hours of credit for sick leave with pay shall be accrued. Each employee shall accrue twelve (12) paid sick days for each full calendar year of employment. The Employer agrees to comply with the Federal and State Family Medical Leave Act (FMLA).
- 12.1a** Employees who work flexible workweek shifts shall accrue sick leave hours at the same rate as they would if they worked a traditional schedule. These employees will be charged sick leave usage equal to the hours they are absent from their scheduled shift due to illness or personal leave.
- 12.2** Employees who work less than full-time shall accrue credit for sick leave with pay on a pro-rata basis.
- 12.3** Full-time employees shall accumulate sick leave up to a maximum of sixty (60) days (480 hours) and no additional sick leave with pay beyond the maximum accumulation shall be accrued. Part-time employees accumulate sick leave up to a maximum determined on a pro-rata basis.
- 12.4** Sick leave shall commence with the first day or portion of a day of absence. Accumulated sick leave may be used in increments of one hour or more. An employee shall be responsible for reporting an absence to the appropriate supervisor or designee as soon as possible, but not later than one (1) hour prior to the beginning of the shift.
- 12.5** Employees shall be responsible for completing and signing the appropriate absence form and returning the absence form to the immediate supervisor upon reporting to work.
- 12.6** Employees may be required to provide a physician's statement or other appropriate verification for absences of three (3) or more consecutive days charged to sick leave.

Absence Chargeable to Sick Leave

- 12.7** The use of sick leave may be authorized by the appropriate supervisor only when an employee is absent due to:
- 12.7a** Illness, injury or disability due to pregnancy.
 - 12.7b** Exposure to contagious disease.
 - 12.7c** Dental and other physical, medical or mental health examination or treatments by a licensed practitioner.
 - 12.7d** Illness or injury in the immediate family or of a member of the employee's household. Up to six (6) days of accrued sick leave credit may be used for family care for a member of the employee's household.
 - 12.7e** Up to six (6) days of accrued sick leave credit may be used for personal, family business, or religious observances.
 - 12.7f** Any request for sick time shall be made no later than three (3) full business days in advance of the day requested and if the employee makes his or her request in this timely manner and otherwise follows all other leave requirements which may apply, then every reasonable effort will be made by the Employer to approve the employee's request for time off.
- 12.8** The use of sick leave shall not exceed the actual scheduled time missed.
- 12.9** The Employer may require an employee to take sick leave based upon the employee's restricted ability to carry out his/her duties due to illness.
- 12.10** Under no circumstances shall an employee be granted sick leave for days during layoff periods or during a leave of absence without pay.
- 12.11** The use of contractually accrued sick leave in increments of any amounts for purposes as specified in 12.7 shall not be used as the sole grounds for disciplinary action.

Sick Leave Buy Back

12.12 Employees who use forty-eight (48) or fewer hours of sick leave during the calendar year may choose to sell one-half of the remaining days back to the agency at their current base rate of pay. The remaining unused portion which has not been cashed out may be accumulated to a maximum of four hundred eighty (480) hours. Less than full-time employees shall be eligible for sick leave buy back on a pro-rata basis.

12.12a Sick leave buy back is limited to employees who have successfully completed their probationary period.

Examples: For Full-Time Equivalent Positions

<u>Sick Leave Use</u>	<u>Sick Leave Unused</u>	<u>Maximum Sick Leave Buy Back</u>
0 Hours	96 Hours	48 Hours
32 Hours	64 Hours	32 Hours

Integration of Sick Leave

12.13 If an employee is eligible to receive basic State Disability Insurance (SDI), Employer paid sick leave shall be reduced by the amount of (SDI) benefit the employee is eligible to receive. The reduced amount of sick leave payment shall then be charged against the employee’s earned sick leave. If an employee is eligible for Worker’s Compensation Insurance payments the same method of integration with the Employer paid sick leave shall apply.

Sick Leave Sharing

12.14 An employee with at least ten (10) days of accrued sick leave may donate up to a maximum of five (5) days per calendar year of his/her accrued sick leave to another employee. The donor employee shall notify his/her supervisor at the time s/he wishes to donate sick leave so that payroll may be adjusted accordingly.

12.14a An employee must provide written medical certification of a serious, chronic medical condition, or that a member of his or her immediate family is suffering from a serious, chronic medical condition that requires a prolonged absence from work in order to be eligible to

receive donated sick days. Donated sick leave may also be used in the event of a family or personal emergency which requires an employee to be away from work for an extended period of time.

- 12.14b** Medical or health related emergencies qualify for sick leave donation under this section. Other emergency problems of a non-medical nature may qualify provided there is mutual agreement between the Union and the Employer.
- 12.14c** Bargaining unit employees may receive a maximum of twenty (20) donated sick leave days in any calendar year.
- 12.14d** Donated sick leave time that is not used by the recipient shall revert to the donor.

Bereavement Leave

- 12.15** An employee wishing to take bereavement leave shall complete the required leave form and submit such form to the Human Resources Manager or designee. The employee shall be granted up to three (3) days leave with pay, for each death of an immediate family member for deaths in the local area, and up to five (5) days leave with pay for deaths occurring out of the area. Out of the area is defined as distances of five-hundred (500) miles or more. Bereavement leave shall be taken within two (2) weeks of such death or funeral.
- 12.15a** For purposes of this Article, “Immediate Family” is defined as a spouse, domestic partner, daughter, son, stepchildren, sister, brother, mother, stepmother, father, stepfather, mother-in-law, father-in-law, legal guardian, legal ward, grandmother, step grandmother, grandfather, step grandfather, grandchildren, aunts and uncles. The Employer may request proof of death and relation to the deceased.
- 12.15b** If an employee is on vacation or holiday leave and a death occurs in the immediate family, the employee may convert the approved vacation and/or holiday time to bereavement leave as set forth in this Article. Reasonable verification of death and relationship may be required by the Employer.

12.16 Based upon the minimum staffing needs of the Employer, an employee may schedule up to three (3) days of approved leave without pay to attend a funeral or other service for an individual who does not meet the definition of immediate family.

Jury Duty

12.17 An employee who is selected for jury duty shall receive his/her regular salary for up to twenty-one (21) days only if s/he remits the amount received for such duty to 211 LA County. Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fee, his/her time off for jury duty is not compensable. If an employee is excused from jury duty by the court within a reasonable time after reporting for jury duty, the employee shall return to work. However, s/he shall not be required to work beyond his/her normal quitting time as a result of jury duty shall be excused there from.

12.18 An employee who receives initial notification that s/he is subject to jury duty shall notify the immediate supervisor or designee.

12.19 The employee shall notify the HR Manager in writing prior to taking leave for jury duty. Verification of jury duty service must be provided.

12.20 A part-time employee shall be eligible for time off with pay for jury duty only for those hours s/he was scheduled to work.

Absence as a Witness

12.21 Employees serving as court subpoenaed witnesses or expert witnesses in the interest of the Employer shall seek payment of witness fees. Whenever possible, employees shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.

12.22 An employee who is absent as a court subpoenaed witness or expert witness in the interest of the Employer shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as a result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the Employer.

If the employee does not remit such fees, an amount equal to the fee shall be deducted from the employee's salary.

- 12.23** An employee serving as a court subpoenaed witness on a holiday or while on vacation shall serve on his/her own time.
- 12.24** An employee who is a party to a suit or who is an expert witness not serving in the interest of the Employer shall appear on his/her own time. If no accrued time is available, the employee shall be granted leave without pay without penalty.
- 12.25** An employee on jury duty or absent as a witness shall be required to report to work at such hours of the workday or days of the week when s/he is normally scheduled to work and his/her presence is not required by the court.

Paid Military Leave

- 12.26** Employees who are members of the Reserve Corps of the Armed Forces of the United States are entitled to a paid leave of absence. Such paid leave shall not exceed ten (10) working days in one calendar year to attend annual training camps or cruises. The employee shall reimburse the Employer in the amount of the Per Diem compensation received for the performance of such duty.

Professional Development

- 12.27** Based upon minimum staffing needs, time off with pay shall be provided to employees for approved job-related training. Such time off shall not exceed a total of sixteen (16) hours in a twelve (12) month period. Time off for approved job-related training shall be made available on a rotating basis.
- 12.28** The Employer shall make available to all employees job-related training which promotes maintenance and upgrading of specialized skills. In addition to in-house training, such resources as workshops, training sessions and courses sponsored by public and/or private organizations, may be utilized for employee development. Employees are encouraged to suggest training programs or workshops in which the Employer may enroll employees.
- 12.29** Requests for job-related training shall be submitted at least thirty (30) days prior to the date requested or as soon as information regarding such training becomes available. The Employer shall respond to such request in a timely manner.

- 12.30** The Employer shall make every effort to utilize the skills of employees in internal training to enhance overall effectiveness.
- 12.31** An eligible employee may request a leave of absence to attend training which promotes maintenance and upgrading of skills. Such resources as workshops and training sessions sponsored by public and/or private organizations, and courses offered by public and private schools and colleges and may be utilized for employee development.

ARTICLE 13 – LEAVES OF ABSENCE WITHOUT PAY

- 13.1** Regular status full-time and part-time employees shall be granted a leave of absence without pay in accordance with applicable Federal and State laws, including leave requested under the federal FMLA, the California Family Rights Act (CFRA), and the California Pregnancy Discrimination Act (referred to as “statutory leave”).
- 13.2** In addition to any statutory leave and paid leave, regular status full-time and part-time employees may request nonpaid leave for personal reasons, up to three (3) months. In connection with this Section, the employee must put the request in writing, according to Section 13.6 below and the Employer shall consider the employee’s request based upon the reason(s) for the requested leave and the Employer’s staffing and operational needs, and the Employer may authorize the duration and terms of leave, according to these factors.
- 13.3** A request for statutory leave under Section 13.1 must be made in accordance with applicable statutory provisions, and Human Resources shall have all necessary forms for this purpose. Other leaves requested under Section 13.2 must be in writing and shall state the nature or purpose of the leave, without disclosure of any medical information, the expected start and end dates, and an assurance that the employee will maintain regular contact with the Employer, as directed by Human Resources, throughout the leave. Human Resources shall be available to answer any questions related to leaves taken under this Article.
- 13.4** Except when returning from a statutory leave, an employee who is on a leave of absence without pay may not return to active pay status prior to the expiration of such leave without written approval of the Executive Director.

- 13.5 An employee returning from any authorized leave under Sections 13.1 and 13.2 shall be returned to the same or a comparable job position, shift, and schedule, and seniority unless the job has been eliminated for lawful business reasons.
- 13.6 An employee's seniority shall not be affected by such leave of absence without pay.
- 13.7 The Employer shall be obligated to continue an employee's group health coverage according to the requirements of FMLA or CFRA for any leaves provided under Section 13.1 above. Any benefit continuation for any other leave under this Article shall be governed by the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).
- 13.8 When requested by the Executive Director, an employee granted a leave of absence without pay shall provide verification within a reasonable amount of time that the leave was taken for reason stated. Failure to provide such verification shall be cause for disciplinary action.
- 13.9 An employee may be subject to disciplinary action if s/he is gainfully employed performing work which is inconsistent with the reasons given that necessitated the leave of absence.
- 13.10 Except in case of medical emergency, an employee who fails to return from an approved leave of absence without pay on the agreed to date of return shall be considered to have voluntarily resigned his/her position.

Leave Without Pay Combined with Vacation Requests

- 13.11 An employee who has used all accrued leave except sick leave may apply for a leave of absence without pay for up to five (5) days to extend his/her vacation. Application for such leave must be submitted on the appropriate form to the Executive Director or his/her designee at least two (2) months in advance. Approval of such leave shall be based upon the operational needs of the Employer and special circumstances of the employee. Leave without pay for this reason shall not be granted more often than every two (2) years.

ARTICLE 14 – UNAUTHORIZED LEAVES OF ABSENCE

Automatic Resignation

- 14.1 An employee who is absent for three (3) consecutive workdays without securing the appropriate authorization shall be considered to have voluntarily resigned from employment as of the last day worked unless there is an acceptable reason given to the Employer by the absent employee personally. When an acceptable reason is provided, that employee may still be subject to disciplinary action based on the unauthorized nature of the leave of absence.
- 14.2 An employee shall be notified as soon as possible after the effective date and time of the resignation that s/he is no longer an employee. Notification may be by certified mail.

ARTICLE 15 – WORK ASSIGNMENT

- 15.1 An employee may be required to occasionally perform work of a different classification when it is determined that such work assignment is in the best interest of the Employer. An employee requested to work in a lower paying classification shall be paid at his/her regular rate of pay for all hours so worked. An employee requested to work a position in a higher classification shall receive the compensation at a rate of pay in the higher classification that provides the employee with at least a five percent (5%) increase above his/her current rate of pay for those hours worked in that higher classification.

An employee performing work in a higher classification as part of an on-the-job training program (e.g. cross-training, etc.) shall not receive compensation at the higher classification for training hours worked in that classification.

- 15.2 Whenever possible, an employee shall be provided with two (2) weeks' notice of a change in regular work assignments. In emergency situations, such advance notice may not be possible.
- 15.3 After thirty (30) workdays, an employee who has been assigned to work more than fifty percent (50%) of his/her time in a higher classification shall be compensated at the rate of pay in the higher classification that provides the employee with a salary increase of at least five percent (5%). An employee performing work in a higher classification as part of an on-the-job training

program (e.g. cross-training, etc.) shall not receive compensation at the higher classification for training hours worked in that classification.

15.3a Employees may volunteer to perform mentoring/training activities. Once an employee volunteers and is assigned to perform such activity s/he shall be required to complete the mentoring/training assignment unless reassigned by the immediate supervisor, or based upon mutual agreement with the immediate supervisor if it is determined that the assignment is impractical.

15.4 The Union recognizes the Employer's right to upgrade the facility and utilize new technology to improve services rendered by the Employer. The telephone, computer, call recording and other equipment utilized by the Employer or acquired during the life of this Agreement may have the capacity to electronically and telephonically monitor employees while at work and shall be used for planning and quality assurance purposes.

When existing or new technology (telephones, computers, call recording, and other equipment) is used to measure employee performance, the Employer will provide instruction to the employee on how to use the technology. The Employer must also provide clarification as to how the technology will be used to measure job performance.

Employees may or may not be informed when they are being electronically or telephonically monitored and for what purpose the information gathered will be used. Such information shall not be gathered for the sole purpose of disciplining employees. However, corrective action including progressive discipline may be taken by the Employer if there is evidence that the quality of service is being compromised. The use of monitoring equipment shall in no way physically limit the freedom of movement of employees beyond the normal constraints of performing their duties.

Outside Employment

15.5 Outside employment shall not conflict with the regularly assigned responsibilities and duties of the employee to the Employer.

Internships

15.6 The Employer and employees share an interest in providing learning opportunities for students interested in aspects of the organization. The Employer has a desire to contribute to the community by offering internship opportunities. The Employer benefits by having additional resources on a short-term basis.

15.6a Internships shall be of a short term duration, no more than two (2) consecutive semesters for one individual.

15.6b Internships may or may not be paid according to common practice for the type of program. If compensation is offered, it will be at a rate commensurate with the standard practice. No benefits will be offered.

15.6c Internships will focus on specific tasks or project assignments. The assignments are not intended to replace on-going routine bargaining unit work. For example, an intern in the technology support section may be assigned to document the configuration of all workstations, a good learning opportunity for a computer science intern, and a benefit to the Employer that would otherwise not be available under normal operating conditions. An intern in the administrative support section may be assigned to gather statistical data and to prepare for evaluations.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

16.1 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

Work Schedules

16.2 A conventional workweek shall consist of a minimum workweek of forty (40) hours within five (5) consecutive eight (8) hour days followed by two (2) consecutive days off, except for employees hired after July 1, 2008 or employees hired prior to July 1, 2008, upon voluntary request. This shall not prevent employees with split days off from bidding for a shift with consecutive days off per the seniority rules of this collective bargaining agreement.

Flexible Work Week

- 16.2a** The Employer and the Union mutually agree to continue the Flexible Work Week program as established on June 29, 1990. Based on staffing need, the Employer shall establish the number of employees who can participate in the Flexible Work Week program.
- 16.2b** Flexible work week schedules may consist of four (4) ten (10) hour days per week (4/10 work week), for a total of forty (40) hours per week, or eight (8) nine (9) hour days and one (1) eight (8) hour day in any two (2) week pay period (9/80 work week). The 9/80 schedule requires that an employee shall work for forty-four to forty-five (44 to 45) hours one week and thirty-five to thirty-six (35 to 36) hours the other week, for a total of eighty (80) hours per pay period.
- 16.3** Nothing in this Article shall preclude the Employer from hiring less than full-time employees.

Per Diem Work Schedules

- 16.3a** Per Diem employees shall not have regular schedules. Normally Per Diem employees shall be scheduled for a minimum of eight (8) hours per month each for the purpose of providing currency of experience.
- 16.3b** Open shifts shall be offered to regular full-time and part-time employees before being filled by Per Diem employees. Per Diem work shifts shall be offered on a rotational basis beginning with the Per Diem employee with the most seniority after taking into consideration the staffing needs of the Employer. Once a Per Diem employee is offered a shift s/he works the shift that was offered. If a Per Diem employee is unable to work a scheduled shift, s/he must provide notice within four (4) hours prior to the beginning of the shift.
- 16.3c** Per Diem employees shall be required to submit schedules of their availability on a monthly basis. Such schedules shall include the dates and shifts for which the employee is available. They shall be used as a guide in offering shifts; the Employer shall have no obligation to schedule the Per Diem employee. It is the Employer's expectation that Per Diem employees will work all shifts scheduled and that there will

be no more than three (3) work offers refused within a calendar quarter.

- 16.4** Employees are required to report for work on time and are responsible for completing the necessary time reporting documents, failure to accurately complete and submit the necessary time reporting documents may result in the employee not receiving his/her paycheck on time.

Employee Request for Work Schedule Change

- 16.5** An employee may submit a written request to the appropriate supervisor for a permanent change in the work hours and/or workdays of his/her work schedule.

16.5a Open specialized lines shall be posted and awarded to regular full time and part employees. If more than one employee requests the specialized line change and skill set are equal, seniority will be the determining factor for awarding line changes. Specialized lines are defined as lines established as a result of contracts other than the Los Angeles County contract. Assignment to the specialized line shall not preclude the employee being assigned to any line based on scheduling needs.

16.5b Open shifts shall be awarded to regular full time and part time employees. If more than one employee requests a shift change and skill sets are equal, seniority will be determining factor for awarding shift changes.

16.5c Part-Time Coverage Pool (PTCP) trades must be approved in advance by the appropriate supervisor. (See Article 23.4a and 23.4b for PTCP definition).

- 16.6** The appropriate supervisor shall respond in writing to the employee regarding approval or denial of such a request within five (5) days.

Work Distribution

- 16.7** When an employee is absent and if a replacement cannot be obtained in time, the Employer shall equitably distribute the absent employee's essential workload among the employees in the department or work unit so that no undue hardship may be placed on any individual worker.

Meal Periods

16.8 An employee shall be entitled to a meal period not to exceed sixty (60) minutes. The time of such meal period shall be designated by the appropriate supervisor or designee with due consideration for the employee's preference. Such meal periods shall not count toward hours worked.

Rest Periods

16.9 An employee working a conventional work schedule shall be allowed rest periods each workday of fifteen (15) minutes for each four (4) hours worked. Rest periods shall be determined by the appropriate supervisor or designee in accordance with the requirements of the unit. Rest periods shall be counted towards hours worked. When an employee is required to perform duties during a scheduled rest period, the appropriate supervisor or designee shall reschedule the rest period for that workday. Rest period time not taken shall not be cumulative.

16.9a An employee working the 4/10 flexible work week shall be scheduled to take two (2) twenty (20) minute breaks during their work day. Employees working the 9/80 work week shall be scheduled to take two (2) twenty (20) minutes breaks during the days they work a five day work week and two (2) fifteen (15) minute breaks during the days they work a four (4) day week.

Shift Rotation

16.10 Employees other than Per Diem employees shall be scheduled to work a specific shift and shall not be arbitrarily rotated among shifts.

Overtime Rates

16.11 Employees working a conventional work schedule shall earn overtime for time worked in excess of forty (40) hours in a workweek, and/or time worked in excess of eight (8) hours in a workday.

16.12 Overtime shall be authorized and assigned by the appropriate supervisor. An employee who works overtime without authorization may be subject to discipline.

- 16.13** Paid holidays, paid sick leave, jury duty or personal leaves and paid vacations shall not be counted as time worked for purposes of computing overtime.
- 16.14** Employees who work a conventional workweek schedule and who work more than eight (8) hours in one (1) day or more than forty (40) hours in one (1) week shall be compensated for the overtime hours at one and one-half (1½) times their straight time rate of pay for the time worked in excess of eight (8) hours but less than twelve (12) hours in one (1) day.
- 16.14a** Employees who work a 4/10 flexible work week schedule and who work more than ten (10) hours in one (1) day or more than forty (40) hours in one (1) week, shall be compensated for the overtime hours at one and one-half (1½) times their straight time rate of pay for the time worked in excess of ten (10) hours but less than fourteen (14) hours in one (1) day.
- 16.14b** Employees who work a 9/80 flexible work week schedule and who work more than nine (9) hours in one (1) day, or more than eighty (80) hours in one (1) two (2) week pay period, shall be compensated for overtime hours at one and one-half (1½) times their straight rate of pay for time worked in excess of nine (9) hours but less than thirteen (13) hours in one (1) day.
- 16.15** Employees who work a conventional work week schedule and who work more than twelve (12) hours in one day shall be compensated for the overtime hours at two (2) times their straight time rate of pay for time worked in excess of twelve (12) hours in one day.
- 16.15a** Employees who work a 4/10 flexible work week schedule and who work fourteen (14) or more hours in one (1) day shall be compensated for overtime hours at two (2) times their straight time rate of pay for time worked in excess of fourteen (14) hours in one (1) day.
- 16.15b** Employees who work a 9/80 flexible work week and work thirteen (13) or more hours in one (1) day shall be compensated for overtime hours at two (2) times their straight rate of pay for time worked in excess of thirteen (13) hours in one (1) day.

- 16.16** Employees shall not be scheduled to work more than sixteen (16) consecutive hours in a workday and shall not be required to work more than fifty-six (56) hours in a workweek.
- 16.17** Overtime shall not include time spent in travel to and from the work site unless such travel is part of the work assignment and has received prior approval.

Assignment of Overtime

- 16.18** Overtime, scheduled and unscheduled, shall be offered to all employees who satisfactorily meet attendance on a rotational basis within classifications and job assignments after considering the needs of the Employer. Overtime for public information and referral services shall be offered on a rotational basis within qualified classifications (provided employees meet minimal recency-of-experience requirements) after considering the needs of the Employer.

Non-duplication of Overtime

- 16.19** An employee may choose not to work overtime and should so notify the immediate supervisor in writing. Should all employees exercise seniority for non-assignment of overtime, the Employer shall assign employees by inverse seniority within classification and job assignments on a rotational basis. Once an employee is required to work overtime on a non-voluntary basis, subsequent non-voluntary assignments will be rotated among all employees in the same job classification before that same employee will be required to work again. The Employer shall continue its present practice of attempting to secure appropriate coverage on a voluntary basis before non-voluntary assignments are made.
- 16.20** Overtime compensation shall not be duplicated for the same hours worked under any terms of this Agreement, and, to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime compensation under the same or any other provision.
- 16.21** Because of the critical nature of providing information and referral services to the community, it is recognized that a major disaster could require the services of our organization far beyond those normally provided. In the event of such disaster, and in recognition of 211 LA County's obligation to the community, Article 15 – Work Assignment and Article 16 – Hours of Work and Overtime,

may not be applicable during the period of such unusual demands caused by the disaster. This article in no way releases the Employer of its obligation to compensate the Bargaining Unit Employees for earned overtime pay as defined by this contract in Articles 16.11 through 16.16, Overtime Rates.

ARTICLE 17 – SALARY

17.1 Minimum hourly wage rates for each bargaining unit position are established below and during the term of this Agreement no employee shall be paid below the minimum for his/her assigned job position, except as permitted under Section 17.6 of this Article:

Editor	\$24.00
Resource Writer	\$23.00
Senior Community Resource Advisor	\$23.00
Community Resource Advisor	\$17.50
Senior Administrative Support Assistant	\$16.00
Administrative Support Assistant	\$15.00

17.2 Per Diem employees shall be paid two dollars (\$2.00) per hour premium in addition to their base rate. This premium is paid in lieu of benefits.

17.3 Employees working in the Lead Positions will receive a five percent (5%) pay differential calculated on their base salary.

17.4 Salary increases for each employee shall be as follows:

December 1, 2016	1.0%
December 1, 2017	1.0%

17.5 The Employer shall notify the Union in writing of the pay rates for new bargaining unit classifications. Within fifteen (15) days of such notification, the Union may request a conference to discuss such pay rates.

17.6 New employees may be paid at five percent (5%) below the applicable minimum rate for the position until the employee's successful completion of the probationary period required by Section 8.6 of this Agreement. The employee shall receive a five percent (5%) increase in salary from his/her current rate of pay at the time of his/her successful completion of the probationary period.

- 17.7 The Employer shall not decrease the hourly wage of any bargaining unit employee.
- 17.8 In the event that the County of Los Angeles enters into agreement with 2-1-1, which includes but is not limited to cost-of-living-adjustments (COLA's) designated for personnel costs, such increase(s) shall automatically be provided to bargaining unit employees in the same increment(s) and starting on the same date(s) as provided in any such agreement. The Employer agrees to notify the Union within thirty (30) days of entering into any such new agreement.
- 17.9 At any time during this Agreement, the Employer may increase the minimum rates above, or otherwise increase the wages of any employee or department or group of employees, based upon job performance factors or other operational considerations not in conflict with any other provision of this Agreement.
- 17.10 In lieu of the former wage steps, the parties agree and acknowledge that during bargaining over a successor agreement they shall discuss any wage scale, structure, or adjustment, as an appropriate compensation for bargaining unit personnel.

Paycheck Stub Accounting

- 17.11 Each employee's paycheck stub shall provide an accounting of the employee's then current total accumulated sick leave and vacation.

Shift Differential

- 17.12 An eligible employee who works an evening shift (exclusive of overtime) shall be paid a shift differential of seventy-five cents (\$.75) per hour for the employee's entire shift. Eligible employees working the graveyard shift (exclusive of overtime) shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift.

Midnight Tour Emergency Coverage Incentive (MTEC)

- 17.13 Midnight Tour Emergency Coverage pay as used in this Article refers to weekday graveyard tours and shall be paid only when the eligible employee has given up the day tour immediately following.

- 17.14** An eligible employee may be required by the appropriate supervisor to provide emergency coverage for the graveyard shift (11:00 AM to 8:30 AM). Such employees shall be compensated at the rate of five (\$5.00) dollars per hour in addition to their regular hourly rate.
- 17.15** An eligible employee who is regularly scheduled to work from 6:00 PM to 11:00 midnight and who is required to provide emergency coverage for the graveyard shift (12 midnight to 8:30 AM) shall receive the MTEC incentive only for those hours worked in excess of the regularly scheduled work hours.

Bilingual Differential

- 17.16** An employee who is required by the Employer to speak, translate, read and/or write a language(s) other than English in the performance of his/her job shall receive a differential of fifty dollars (\$50.00) per pay period. Part-time employees shall receive a bilingual differential on a pro-rata basis. Employees hired after July 1, 2005 will be required to pass the certification test in order to be eligible to continue to receive the bilingual differential.

Reporting Pay

- 17.17** Employees who are requested to report for work or who are scheduled to work without receiving prior notice that no work is available, when the reasons(s) for lack of work is within the control of the Employer shall:
- 17.17a** Be paid for one-half (½) their usual scheduled day's work, but in no event less than four (4) hours at the regular rate of pay. In such cases the appropriate supervisor may permit the employee to leave work before the four (4) hours elapsed.
- 17.18** This provision shall not apply if acts of God, failure of utilities, or other events beyond the control of the Employer interfere with the work being provided, and if the Employer makes a reasonable effort to notify the employees not to report for work. It shall be the responsibility of the employee to notify the Employer of his/her current address and telephone number. Failure to do so shall excuse the Employer from the notification requirement.

Degree Premium

17.19 The Employer shall pay a five hundred dollar (\$500.00) one-time (1) bonus to new employees who possess a master's degree in a related field from an accredited college or university upon completion of the probationary period. Part-time employees shall receive the one-time (1) bonus prorated to their part-time status at the time they are granted regular status.

Mileage Allowance

17.20 Employees required and authorized to use their own personal automobiles for Employer business shall receive a mileage allowance equal to the current IRS Standard Business Mileage Rate. This rate is established annually by the IRS.

Off-Site Differential

17.21 Employees and their bargaining unit replacements required and authorized to staff "on-going off-site facilities" shall receive a differential of one dollar and fifty cents (\$1.50) per hour for the actual hours worked at these off-site facilities. "Ongoing off-site facilities," for the purpose of this Article, shall mean public service delivery sites staffed by bargaining unit employees on a regular basis and housed in facilities owned or operated by a host organization other than the Employer which has contracted with the Employer for these services. This differential does not apply to training, marketing, public presentations and education, technical assistance, support services, or other similar external activities engaged in by employees at the off-site locations unless such work is associated with the ongoing services contract requirements between the Employer and the off-site host organization. This differential does not apply to attendance at conferences, workshops, seminars, or other staff training activities.

17.22 All articles, sections and subsections of this Agreement shall apply equally to both on-going, off-site facilities and the Employer's main facility, presently located at 526 West Las Tunas Drive, San Gabriel, California, or a new main facility should the Employer vacate or add another location during the term of this Agreement. On-going off-site work is needed to fulfill the goals and accomplish the mission of the organization and the Employer shall develop adequate written policies which shall be proper and necessary to carry out the various functions and provisions of this Agreement, specifically:

- Supervision.
- Employee safety and health.
- Employee education and training.
- Provision of adequate equipment, materials, and supplies that employees working at off-site facilities need to properly perform their normal duties.

ARTICLE 18 – BENEFITS

18.1 During the life of this Agreement, as covered in this Section, the Employer will provide group benefits to bargaining unit members covering as outlined below. The details of eligibility and coverage for each of these benefits shall be controlled by the Summary Plan Descriptions and benefit summaries which shall be available from the Human Resources Department.

18.1a Group Medical Health Insurance

The Employer will pay one hundred percent (100%) of cost for employee coverage and fifty-five percent (55%) of cost for spouse, domestic partner, and/or eligible dependent coverage in a Health Maintenance Organization (HMO).

18.1b Vision Insurance

The Employer shall offer a vision-care plan that provides coverage for eye exams, frames, and lenses. The Employer shall pay one hundred percent (100%) of the employee premium. Employees shall pay one hundred percent (100%) of all dependent and/or family premiums if they choose to have such coverage.

18.1c Dental Insurance

The Employer will pay one-hundred percent (100%) of cost for employee coverage in a dental plan. Employees shall pay one-hundred percent (100%) of all dependent and/or family premiums if they choose to have coverage.

18.1d Chiropractic/Acupuncture

The Employer will offer a Chiropractic/Acupuncture Benefit Plan for all eligible employees. The amount to be paid by the Employer toward this benefit shall not exceed seven dollars (\$7.00) per month, per eligible employee.

18.2 During the life of this Agreement, the Employer shall provide the following benefits to bargaining unit members at no cost to the employee. The details of eligibility and coverage for each of these benefits shall be controlled by the Summary Plan Descriptions and benefit summaries which shall be available from the Human Resources Department.

18.2a Life Insurance.

18.2b 401(k) Retirement Plan.

18.2c Long Term Disability Insurance.

18.3 During the life of this Agreement the Employer will continue to provide employees with the option of membership in a Credit Union.

ARTICLE 19 – LAY-OFF

19.1 An employee who is to be laid-off shall receive notice of such lay-off from the Executive Director no later than thirty (30) days before the effective date of lay-off. The Union shall receive copies of all written lay-off notices and a list of impacted employees according to job classification and seniority. The Employer and the Union agree to discuss the bargaining unit impact and the possibility of mutually agreeable alternatives to lay-off. Such discussions shall not prohibit the Employer from implementing lay-offs.

19.2 Lay-offs shall be in reverse order of seniority within a classification. An employee shall not accrue seniority until the employee completes the probationary period at which time seniority shall be retroactive to date of hire. Temporary employees shall not accrue seniority until such time as they become regular employees.

19.3 An employee who possesses required specialized skills not possessed by other employees in the classification(s) undergoing lay-offs may be excluded from the lay-off list by seniority.

- 19.4** In the event lay-offs are necessary, the Employer agrees to provide the affected employees with job search and preparation assistance, including approving time off for the purpose of attending job interviews. This outplacement assistance shall be in effect for thirty (30) days following notice of such lay-off.
- 19.5** Laid-off employees shall receive health and dental insurance coverage at their current level for themselves and their dependents for one month past the effective month of lay-off.

Recall

- 19.6** The names of laid-off employees shall be placed on a recall list. An employee's name may remain on the recall list for up to eighteen months from the date the employee's name was placed on the list. Employees shall be recalled in inverse order of lay-off. No new employee shall be hired until all qualified laid-off employees have been recalled.
- 19.7** Disciplined employees on a recall list shall, if recalled, return to the same status held prior to lay-off.

Seniority Defined

- 19.8** Bargaining Unit seniority is defined as the period of continuous employment from the most recent date of hire that a full-time or part-time employee works in a job classification covered by this Agreement. Bargaining Unit seniority shall not be adjusted for leaves of absence or prorated according to hours worked as of the effective date of this Agreement. An employee who terminates employment and returns within six (6) months shall retain accrued seniority as of the date of termination and resume seniority as of the date of return with no loss of benefits. If an employee returns after six (6) months, seniority shall be lost and a new seniority date shall be established as of the new hire date.

ARTICLE 20 – NON DISCRIMINATION

- 20.1** The Employer and the Union agree that no employee or applicant for employment shall be discriminated against with the implementation of this Agreement or any other terms and conditions of employment in regard to race, color, religion, age, sex, national origin, sexual preference, physical or mental handicap, veteran status, or union activities.

20.2 This provision shall not be subject to Article 7 Grievance Procedure.

ARTICLE 21 – SAFETY

21.1 The Employer shall provide safe materials, equipment and working conditions for all employees. An employee who observes or detects any safety hazard shall report it to his/her immediate supervisor as soon as possible. The Employer and the employees shall work to avoid or minimize hazards. The Employer shall comply with all applicable government safety regulations.

ARTICLE 22 – WORK SCHEDULE ADJUSTMENTS

22.1 Based on minimum staffing needs, as determined by the Workforce Manager, an employee may temporarily trade shifts with an employee in his/her same classification.

22.1a Minimum Staffing needs as used herein, shall mean any level of staffing, any particular scheduling arrangement, assignment of duties, or any organization of the work by the Employer that may be necessary to provide the service required of the Employer by either its overall mission or the immediate contractual needs of any of its funding entities.

22.2 Employees are expected to report for work on time. Except in case of a serious emergency, supervisors or their designee must be notified of incidents of tardiness or absences by the late/absent employee. Upon prior supervisory approval, employees may be allowed to make-up time lost due to a scheduled absence. When approved, employees must make-up such lost time in a single block of time.

22.3 In lieu of cash compensation for overtime, upon prior supervisory approval, employees may be permitted to adjust their work schedule and/or lunch periods to compensate on an hour-for-hour basis for overtime worked. Such adjustments must be implemented within the same pay period.

Part Time Coverage Pool – (PTCP)

22.4 Based on the minimum staffing needs, the Employer may approve a part-time employee arranging for time off by asking another part-time employee in their same job classification to work his or her normally scheduled shift. This process

differs from a regular trade in that an employee does not have to exchange shifts, but simply gives up the shift and the corresponding pay. The employee providing the coverage works the shift in addition to his or her regular hours and earns additional pay.

22.4a A detailed PTCP policy and guidelines as agreed by the Employer and the Union is included in the Employee Handbook. The following is a summary of the most significant guidelines:

- Individual part-time employees may relinquish up to a maximum of 40 hours (5 days) of PTCP time per calendar quarter.
- PTCP trades shall not be approved, if as a result of such trade, overtime occurred.
- Vacation and/or holiday leave combined with PTCP time cannot exceed five (5) consecutive weeks of leave.
- Benefits accrual rates shall not be affected by PTCP trades.
- The Employer reserves the right to discontinue or modify this PTCP procedure based on operational needs or if its implementation results in unanticipated conflicts with the Labor/Management Contract that cannot be mutually resolved by the Union and the Employer.

22.5 The Employer shall consider schedule adjustments to allow an individual to take educational advancement courses during regular work hours. Schedule adjustments for this purpose shall be approved on a course-by-course basis.

Schedule adjustments are not desirable from the Employer's perspective. Therefore, the Employer will work with the employee to try to find ways to accommodate the education and career development without the necessity of schedule changes.

ARTICLE 23 – CAREER DEVELOPMENT

23.1 Employees who have been employed at least two (2) consecutive years and who are in good standing (no disciplinary action within the previous six (6) months)

and who have all the required agency certifications shall be eligible for tuition reimbursement.

- 23.2** The Employer will reimburse one-half (½) of the tuition, registration fees, books and materials for eligible courses. Employees must obtain approval for course work prior to enrolling by completing the appropriate request form. No reimbursement will be paid unless the courses/classes are approved in advance. Upon completion of course work with at least a “C” grade, the Employer shall reimburse one-half (½) of the approved costs up to eight hundred dollars (\$800.00) annually, on a calendar year basis. For example, if an employee takes a course that costs three hundred and fifty dollar (\$350.00) for one semester, the Employer will reimburse the employee one hundred and seventy-five dollars (\$175.00). For an eligible course that costs one thousand six hundred dollars (\$1,600.00), the Employer would reimburse eight hundred dollars (\$800.00). No reimbursement will be paid unless the courses/classes are approved in advance and the request form is submitted within sixty (60) days of completion of the courses.
- 23.3** Courses must be taken at an accredited school and be related directly to the employee’s present work or an extension of that work in scope or responsibility so that the completion of such course will increase performance level and/or productivity for the Employer and benefit the employee.

The determination of course eligibility shall be made by the Employer. Different courses will be considered eligible for different job classifications. It is therefore not practical to list the precise courses that qualify. For example, a business administration course would be an appropriate course for Administrative Support staff but not for Community Resource Advisors.

- 23.4** Employees who take advantage of the Career Development program shall be asked to make a service commitment. Employees who have received tuition assistance for two (2) regular semester (36 weeks or less), will be asked to make a service commitment for the amount of time covered by tuition assistance. For example, if an employee received tuition assistance for one regular semester, the employee would be asked to make a service commitment of the equivalent amount of time, roughly eighteen (18) weeks. Employees who receive tuition assistance for more than two (2) regular semesters (longer than 36 weeks) will be asked to sign a service commitment agreement when tuition assistance is

provided. This Agreement will simply note that the employee and the Employer agree that a service commitment is a condition of the tuition assistance.

ARTICLE 24 – PROFESSIONAL CERTIFICATION

- 24.1** The Employer strives to be a leader in the field of Information and Referral and to promote and enhance the professionalism of its staff. To that end, it is recognized as a mutual interest of the Employer and the employees that, in addition to on-going training and skill development opportunities, employees shall participate in certification programs.
- 24.2** All eligible employees including part-time and Per Diem employees shall be required to participate in professional certification programs administered by the Employer as a condition of employment. Recertification shall be required in accordance with the requirements set forth by the organization awarding the certification. This will include, but is not limited to, the certification offered by the international Alliance of Informational and Referral Systems, AIRS.
- 24.3** For the purpose of this Article, “eligible employees” means employees who have attained the minimum work experience and/or education criteria required to qualify for the certification process. For all eligible employees, it is a job requirement to pass AIRS certification and failure to become certified within two (2) years of becoming eligible may result in disciplinary action, up to termination. The Employer shall advise job applicants of these certification requirements during the interview and prior to a job offer.
- 24.4** The Employer shall provide all the necessary materials, training, and adequate preparation time for employees to participate in the AIRS certification process four (4) times during the two (2) year eligibility period.

ARTICLE 25 – COURTESY

- 25.1** The Union, the employees, and the Employer agree that ethical and fair treatment of one another is an integral part of providing high quality service.
- 25.2** The Union, the employees, and the Employer agree to encourage all personnel to treat one another, regardless of position, with dignity, respect and trust, and recognize and appreciate the individual contribution each of us make in our daily work.

- 25.3 The Union, the employees, and the Employer agree to encourage all personnel to exhibit a personal caring attitude toward each person with who we can each interact and to do so in ways that ensure courtesy, compassion, kindness and honesty.
- 25.4 The parties shall actively cooperate to improve communications among all levels of the organization.
- 25.5 This Article shall not be subject to Step 3 of the Grievance Procedure.

ARTICLE 26 – VOLUNTEER PROGRAM

- 26.1 The Employer and the Union agree that during the life of this Agreement the Employer may develop and implement a volunteer program. Both parties agree that the volunteer program shall be designed towards the mutual benefit of the organization and the employees. The Employer agrees that the volunteer program shall not be utilized to displace bargaining unit employees, nor shall they be used to reduce their regular hours of work.

ARTICLE 27 – CHANGE OF OWNERSHIP




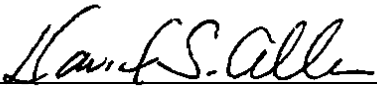
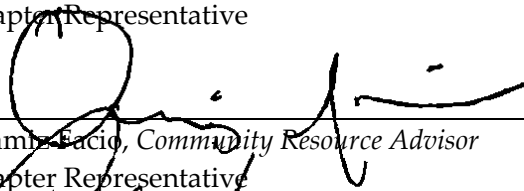

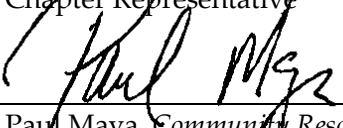


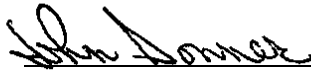
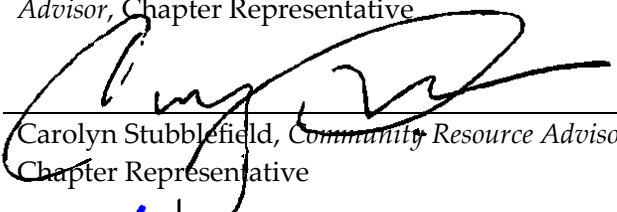
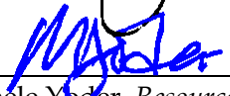
- 27.1 In the event of a merger, sale, closure, or other transfer of ownership of its operations in whole or in part, the Employer shall notify the Union in writing at least ninety (90) days prior to taking any action. The Employer shall meet at the Union's request to engage in good faith bargaining over the impact of such change. The Employer shall not use the merger, sale, closure, or other transfer of ownership to evade the terms of this Agreement.

ARTICLE 28 – DURATION AND IMPLEMENTATION

- 28.1. This Agreement shall remain in full force and effect from December 1, 2016 to November 30, 2018.
- 28.2 Negotiations for a successor agreement shall commence when one of the parties delivers to the other its proposals in writing at least ninety (90) days immediately preceding the expiration of this Agreement.

EXECUTION OF THE NEW AGREEMENT

This Agreement has been ratified on November 7, 2016 by a simple majority vote of unit employees who are in classifications represented by SEIU Local 721 as set forth in this agreement. This Agreement was then approved by the Board of Directors of 211 LA County on November 15, 2016. In witness whereof, the parties hereto have cause for this Agreement to be executed this 30th day of November 2016.

SEIU Local 721	211 LA County
 Wendy Thomas Chief Negotiator	 Amy Latzer, Chief Operating Officer Chief Negotiator
 Dianne DeTomaso, Community Resource Advisor Chapter Representative	 David S. Allen, Attorney – Jackson Lewis P.C.
 Aramio Pacio, Community Resource Advisor Chapter Representative	 Minh Dang, Workforce & IT Supervisor
 Paul Maya, Community Resource Advisor Chapter Representative	 Maribel Marin, Executive Director
 Shiril Rachal-Odom, Community Resource Advisor, Chapter Representative	 John Donner, President
 Carolyn Stubblefield, Community Resource Advisor, Chapter Representative	
 Michele Yoder, Resource Writer Chapter Representative	

Information and Referral Federation of the County of Los Angeles (211 LA County)

December 1, 2016, through November 30, 2018



**SEIU Local 721
1545 Wilshire Blvd Ste 100
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Questions? Call the Member Connection (877) 721-4YOU
www.seiu721.org**

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