

Agreement

Between

Metropolitan Area Advisory Committee

And

***Service Employees International Union,
Local 221***

November 1, 2018 – October 31, 2021



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AGREEMENT

This Agreement made and entered into this 1st day of November 2018, by and between the METROPOLITAN AREA ADVISORY COMMITTEE (hereinafter referred to as the "EMPLOYER") and SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 221, CTW, (hereinafter referred to as the "UNION").

ARTICLE 1. - PREAMBLE

Section 1. - Purpose of Agreement

It is the intent and purpose of the parties to affirm the dignity and worth of all MAAC employees and the services they provide, and to hereto set forth a basic and uniform Agreement for all represented employees covering the rates of pay and classification, hours of work, and conditions of employment between the parties.

ARTICLE 2. - RECOGNITION AND COVERAGE

Section 1.

- A. The Employer or its successors recognizes the Union as the sole and exclusive bargaining agent for all the employees in the bargaining unit, and the Union recognizes the responsibility of representing the interest of all such employees, without discrimination and without regard to employee organization membership, with respect to grievances, personnel policies, practices and procedures or other matters affecting their general work conditions subject to the express limitations as set forth in this Agreement.
- B. The bargaining unit shall consist of all employees of the MAAC Project excluding confidential employees, supervisors as defined by the Labor Management Relations Act of 1947, as amended, trainees/program participants, temporary employees (as defined in Article 8, Section 3), guards and watchmen. The unit will include such employees of the Employer in recognized classifications regardless of funding source, program or work site.
- C. If the Employer establishes a new classification within the scope of work performed by classifications represented in this Agreement an interim rate and specific job description shall be established. Such rates and job descriptions shall be presented to the Union. The purpose of this action will be to meet and confer in an effort to reach agreement with the Union concerning the rate and job description assigned. In the event no agreement is reached on the rate, the Employer may place the interim rate into effect and the Union may use Article 17 Grievance and Arbitration Procedure of the Agreement in objecting to the rate established for the job. If no grievance is filed within the time limits as set forth in Article 17 Grievance and Arbitration Procedure of this Agreement, the interim rate shall be considered permanent.
- D. It is not the intent of the Employer to hire individuals into positions that would have a less than twenty-five (25) hour per week work schedule for the purpose of excluding them from the Union and/or benefits coverage. The Employer will notify the Union of the purpose for hiring an individual at less than twenty-five (25) hours.

ARTICLE 3. - MANAGEMENT RIGHTS

The Employer retains and reserves to itself, whether exercised or not, all powers, rights authorities and responsibilities which have not been specifically abridged, delegated, or modified by this Agreement. Except as otherwise provided in this Agreement, the Union agrees that the Employer has the right to establish, plan, direct and control the MAAC Project's missions, programs, objectives, activities, resources assets and priorities; to direct and control MAAC programs and operations; to alter, extend or discontinue existing equipment, facilities and location of operations; to determine or modify the number, scheduling, and assignment of employees and all other personnel; to establish and require employees to observe MAAC Project's rules and regulations; enforce standards of performance; to discipline or dismiss employees; to establish or modify the school and program calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; and to exercise sole authority on all decisions involving program work and administration.

In the event MAAC chooses to establish, administer and/or revise its procedures, rules and regulations; modify the qualifications and/or responsibilities of its employees; establish maintain, and/or modify its standards of performance, conduct, order and safety; revise the manner in which it evaluates employees or the content of evaluations and/or the processes and criteria by which employees' performance is to be evaluated; to determine how and by who operations, instruction, technology and other services are delivered; to introduce new methods of work and how other services are delivered, MAAC shall notify the Union and request to meet and confer. MAAC will attempt to provide the Union two (2) weeks advance notice.

ARTICLE 4. - UNION AND EMPLOYEE SECURITY

Section 1. - Union Membership

- A. All present employees who have become members of the Union, or have applied for membership in the Union, shall maintain membership herein as a condition of continued employment. Employees can view the current membership fee formula, as outlined in the SEIU, Local 221 Bylaws, on the Union's website.
- B. It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union in good standing, shall in lieu thereof, remit to the Union an amount equal to, but no greater than, the Union's monthly dues, by the Thirty-first (31st) day after the effective date of this Agreement.
- C. It shall be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following their beginning such employment, become and remain members in good standing in the Union, or in lieu thereof, shall remit to the Union an amount of money equal to, but no greater than the monthly service charge, which shall not be greater than the Union's monthly dues.
- D. For the purpose of paragraph "A" and paragraph "B" above, membership in good standing shall consist of payment of initiation fees and monthly dues regularly required by the Union as a condition of acquiring and retaining membership.
- E. The Employer and the Union agree that no present or future employee shall be discriminated against on account of membership in or activity on behalf of the Union.

- F. When the Employer remits dues and/or initiation fees to the Union, it shall provide a list of employees who have paid dues and/or initiation fees including bi-monthly salaries and deductions made for each employee. The Union shall be responsible for keeping a record of those employees who have not paid dues and/or initiation fees. The Employer shall provide the monthly salary of each employee upon request.
- G. The Employer shall submit to the Union, on a monthly basis, in a malleable electronic format, the contact information for all union members paying dues to the union including personal information provided by the employee such as home and cellular phone, email and address in addition to name, job title, department, work location, and work phone.

Section 2. - Check-Off

The Employer shall deduct from each employee's wages the amount of the Union dues and initiation fees and other mutually agreed upon lawfully permitted deductions as specified by the Union for all employees who have voluntarily given written authorization to the Employer. The Union shall indemnify the Employer and hold it harmless against all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the requirements of this Section. The Union initiation fees will be deducted from the first paycheck following the first payment of Union dues.

Section 3. - Information

At the time of employment, a copy of this Agreement printed by the Union shall be distributed by the Employer to each employee and specific attention shall be called to the obligations of this Article. The employer shall also provide to new employees a one-page list of Union representatives/officers and other information prepared by the Union. The Union will update this list within 30 days of any changes. Within thirty (30) days after execution date of this Agreement, the Employer will provide the Union with a master list of all employees who are subject to the provisions of this Agreement, giving the names, classifications, dates of employment, rates of pay, work locations, funding sources and employees on unpaid leave (of more than 30 days) status.

On or before the Fifteenth (15th) of each month subsequent to the establishment of the master list, the Employer shall forward to the Union, and the Chapter President, the names, classifications, dates of employment, rates of pay, work locations and funding sources of any new employees and the names of those present employees who have resigned, who are on layoff status, who have been terminated, or who are on leave exceeding thirty (30) days who are subject to the provisions of this Agreement. Said information is provided in a confidential manner and such information is expected to be maintained and handled by the Union and its representatives in a confidential manner and is not to be copied or provided to the Union's general membership.

Section 4. - Bulletin Boards

The Employer shall provide bulletin boards in all work areas which employ members of the bargaining unit. Posting of Union materials shall be done by authorized Union representatives.

Section 5. - Use of Facilities

The Employer shall use its best efforts to provide meeting facilities for the Union members upon reasonable notice by the Union or Union Representative. The Union will make its best effort to request use of the meeting facilities with five (5) work days' notice. In order to provide a convenient opportunity for MAAC employees to travel to Union meetings, management will provide necessary information about times when staff will be gathered as North County or South County staff, when such information is requested by the Union.

Section 6. - Union Leaves

Where permitted by the funding source, at the written request of the Union four (4) Union representatives at any time shall be allowed paid leave of absence to attend official Union conventions or official Union business. A maximum of eight (8) working days per contract year shall be made available and will be granted by supervisors except in the event of an emergency or when the employee's absence would seriously disrupt the work of the department, in which event, a mutually agreeable time will be set. Employees will report their return to work to their supervisors. Work time spent on Union business will be noted by the employee on their time card. Union leave is defined as non-employer related meetings, conventions, and/or business. In the event that the funding source disallows attendance, the individual will be able to use the accrued compensatory time and/or annual leave for such purposes. No more than one individual from a site shall be allowed such leave at the same time. It is agreed that the eight (8) working days per year are cumulative, i.e., four (4) people would have two (2) days per contract year.

Section 7. - New Employees

The Employer, as a part of its processing of its new employees, shall make available time for a Union Representative, or a trained Union member designee, to make a presentation to those new employees covered by this Agreement, to inform them of their rights and responsibilities under this Agreement within ninety (90) days of hire in an amount of time not to exceed thirty (30) minutes during the employee's scheduled work day.

The Employer will attempt to provide the Union at least seven (7) days' advance notice of the meeting date and shall indicate the number of attendees. The time will be scheduled at the end of a meeting to enable Employer representatives to exit the room during the presentation conducted by the Union. The Union member or designee shall be from the same general work site of the new employees; said designee shall be granted release time with reasonable travel time to make the presentation.

Section 8. - Training

- A. The Employer and the Union agree to conduct joint training on the union contract contents on mutually agreed upon dates.
- B. The Employer agrees to provide one mutually agreed upon day of paid time for union officers and stewards during which the Union agrees to provide training regarding their responsibilities and how to appropriately address employees concerns. It is understood that the Union will ensure proper training or guidance in a timely manner to the best of their ability. The day of training will apply to stewards for all programs. The day of training and an alternate/make-up day will be scheduled and published.

Section 9. - Communication

The Employer agrees to allow the Union limited utilization of its interoffice mail and its email network for

official union communications. Such utilization shall be solely for the purpose of distributing information relative to Union membership. This use shall NOT include communication related to collective bargaining, political activity, and/or slanderous or personal attacks on any MAAC employee.

The Union shall not use the Employers equipment and/or supplies for printing or copying information for distribution to its members.

ARTICLE 5. - EXISTING AND PAST POLICES, PROCEDURES, RULES AND PRACTICES

The Union recognizes the right of the Employer to establish, change, and/or maintain policies, procedures, and rules governing the conduct or actives of its employees provided that such policies, procedures, or rules are not direct conflict with the specific terms of this Agreement. Should the Employer want to establish and/or change its existing and/or established policies, procedures, rules, and/or practices, it shall notify the Union and request to meet and confer. Any such policies, procedure, or rules shall be in writing and shall be provided to the Union, at least thirty (30) days in advance of implementation. Upon request of the Union, the Employer shall meet and confer with the Union about any such policies, procedures, or rules. Once implemented, any such policies, procedures, or rules shall be made available to the employees and/or conspicuously posted.

ARTICLE 6. - UNION REPRESENTATION

Section 1. - Stewards

The Employer agrees to recognize Union Stewards duly appointed by the Union who may receive complaints and conduct Union business.

The Employer agrees to grant reasonable release time, with pay, to stewards, for the conduct of Union business during normal working hours. It is the sole responsibility of the Union to notify the President/CEO in writing of authorized officers.

Section 2. - Procedures for Stewards

Stewards are permitted to receive and spend a reasonable amount of time investigating complaints or grievances of employees on the Employer's time and property. The Union representative will normally be the one assigned to the division or site in question, for meetings with supervisors. Disputes arising out of the administration of this article will be resolved by the Division Director or designee, and Chief Steward, Chapter President, or Union Field Representative.

Stewards and officers, when required to leave their work on Union matters, will first request permission to do so from their immediate supervisor. They will also request permission from the immediate supervisor of any employee who is to be contacted during working hours. Permission will be granted by supervisors except in the event of any emergency or when the employee's absence would seriously disrupt the work of the department, in which event, a mutually agreeable time will be set. Employees will report their return to work to their supervisors. Work time spent on Union business will be noted by the employee on their time card.

Section 3. - Visits by Union Representatives

The Employer agrees that accredited local, district and international representatives of the Union shall

be admitted to the working areas of the Employer's offices and other facilities upon notification to the President/CEO or designated representatives, when such visits are necessitated by matters concerning administration of this Agreement.

Upon request, the Employer will provide space for the Union to set up a table for informational purposes at staff events that occur during working hours. Such table will typically be outside the event. The Union shall not request, nor be granted permission, to have a table at MAAC's Annual all-staff meeting/event (currently identified as the Annual Impact Conference).

Section 4. - Information to Employer

Within two (2) weeks of all Union-approved changes, the Union agrees to provide the Employer with an up-to-date information list, including the names and titles of all Union representatives, officers and stewards. Persons not on the approved list supplied by the Union will not be recognized as representatives, officers or stewards of the Union by the Employer.

ARTICLE 7. - NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination for or against any employee(s) in the administration of the privileges, rights, opportunities and regulations encompassed in this contract on the basis of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, gender identity or expression, age, disability, marital status, genetic information, medical condition, Viet Nam era veteran or any other protected status. There shall be no distinction between wages paid to men and wages paid to women for the performance of comparable quality and quantity of work for the same or similar jobs.

ARTICLE 8. - TYPES OF EMPLOYEES

Section 1. - Full-Time

A regular full-time employee is defined as an employee who is regularly scheduled to work forty (40) hours per week.

Section 2. - Part-Time

A regular part-time employee is defined as an employee who is regularly scheduled to work less than forty (40) hours per week.

Section 3. - Temporary

A temporary or relief employee is defined as an employee who is hired for a specific period of time which shall not exceed 180 days and who has not been hired by the usual screening process. Temporary employees are typically used when funding is limited term (i.e. less than six (6) months). The temporary appointment may not be extended except when a program has been extended in order to facilitate the program's termination process or when a temporary employee is filling a vacancy created by a regular employee on approved disability or maternity leave anticipated to exceed six (6) months. The use of temporary employees must be approved by the President/CEO or his/her designee. Regular full-time employees, regular part-time employees, and laid-off employees previously occupying or eligible to occupy, the classification for which a temporary employee would be hired, shall be offered work prior to

the use of any relief or temporary employee. The Employer agrees to notify the Union twice monthly when such temporary or relief employees are hired and of the anticipated time period for which they shall work. The Employer shall also notify the Union when anticipated time periods of work are changed or updated. Temporary employees are not members of the SEIU bargaining unit.

Section 4. – Sub-contractors

MAAC utilizes the services of several temporary agencies to fill in for MAAC employees who call in sick or are on a leave of absence primarily in its Child Development Department. These contractors are provided through an agency and are not employees.

Once MAAC is fully staffed (positions on the CDP Roster are filled), MAAC will limit the hiring of subcontractors and/or temporary employees in the CDP to fill in solely for leaves of absences, and when employees are using sick leave. When MAAC uses subcontractors to fill in while recruiting for vacant positions, the use of such subcontractors shall not exceed 180 days.

Section 5. – On Call Employees

An on-call employee is defined as an employee who is hired to work when needed. An on-call employee is hired through the regular hiring process and is typically scheduled to work twenty-four (24) hours or less per week. On-call employees are eligible only for those benefits required by State or Federal Law. On-call employees are utilized only in the DUI and Recovery Home programs/facilities.

ARTICLE 9. - HOURS OF WORK

Section 1. - Non-Guarantee

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

Section 2. - Work Periods

- A. Regular Hours - The regular hours of work each day shall be consecutive except for the interruption for lunch periods which shall be unpaid. Reference to consecutive hours of work in the balance of this Article shall be construed to include lunch periods.
- B. Work Week - The work week shall consist of five (5) consecutive eight (8) hour work days Monday through Friday, inclusive, except where, at the discretion of the President/CEO or his/her designee the nature of the operations requires a different work schedule.
- C. Work Shift - Eight (8) consecutive hours of work shall constitute a regular work shift. A full-time employee shall be scheduled to work in a regular work shift, and each work shift shall have a regular starting and quitting time. In this connection it is recognized by both the Union and the Employer that the nature of the duties and responsibilities in certain job classifications may preclude regularly scheduled eight consecutive hour work shifts.
- D. Alternate Schedules - When requested the Employer agrees to work with employees in an attempt to achieve flexible schedules by flex hours, 4/10 hour days, job sharing and part-time employment. Both parties understand that this can only be achieved when:

- a. It is programmatically feasible;
- b. The contract permits;
- c. The schedule permits.

Both parties agree and understand that said flexible schedules may have to be canceled when (a), (b) or (c) above dictates same.

E. Work Schedules

- a. Work schedules showing the employee's shifts, workdays and hours shall be provided to the employee.
- b. In instances where irregular occurrences require employees to work beyond their normal shift hours, employees shall be compensated for overtime work and except in emergencies, five (5) days of notice will be given.
- c. Changes made by management in regular work schedules may be made based upon the needs of the organization. The affected employee(s) may request a meeting to discuss changes to schedules and have the option to request union representation at such meeting. Advance notification shall be given to the Union concerning projected major changes in work schedules. All changes in work schedules are items for discussion between the Employer and the Union.

F. Irregular Work Schedules

- a. Irregular schedules may be mandated only for customary duties no more than twice per month per employee. If the event that would cause an irregular schedule is not scheduled in the annual calendar, then the supervisor shall notify the employee of the event at least one week in advance of the assignment that would require an irregular schedule. After working an irregular work schedule twice in a calendar month, the employee will be given the opportunity to choose to work an irregular work schedule or receive overtime for any additional irregular schedules assigned.
- b. The following duties that would cause an irregular schedule are considered to be part of the regularly scheduled work day and include:
 - Monthly Parent Meetings for Family Service staff, Parent Involvement Aides and Site Lead Teachers
 - Student Enrollment Recruitment for Family Service Staff
 - Monthly Policy Council Meetings for Parent Involvement Aides, Resource Clerks and Program Administrative Analysts
 - Family Events for Parent Involvement Aides, Family Partners and Program Support Specialists
 - Home Visits for full day Program Lead Teachers and Associate Teachers
- b. Employees may be required to work a split shift. A split shift shall be defined as a break in the workday lasting longer than one (1) hour. In the event management determines that split shifts are necessary, management will request to meet and confer with the Union on this subject.

G. Absences

If an employee must be absent from work for any unscheduled or unplanned reason, the employee shall notify the worksite and immediate supervisor or designee a minimum of 60 minutes prior to the scheduled starting time. Employee shall be permitted to leave voice messages. Employees may be permitted but shall not be required to make calls the night prior to

their work shift.

H. Rest Periods

All employees' who work in excess of four (4) hours per day shall be provided a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift wherever feasible. If an employee is required to work overtime beyond the regular quitting time into the next shift, it shall not be required that the employee receive a break unless the employee works more than one hour, in which case they shall be granted the regular rest period as soon as feasible into the shift.

Section 3. - Reporting Time Pay

When an employee reports to work for their scheduled shift and is thereafter notified that the Employer is unable to provide work for that day, the employee shall be paid for four hours or one-half (1/2) of the scheduled shift, whichever is greater.

ARTICLE 10. - OVERTIME

Section 1. - Definition

Overtime shall be considered as time worked in excess of eight (8) hours in one workday or forty (40) hours in one work week. All overtime must be authorized in writing by the appropriate supervisor, in advance of working the excess hours, if the employee is to receive compensation. The Employer recognizes that there are situations when advance approval is not possible. In these instances if the supervisor is not available, verbal notification must be made to the supervisor via cell phone. Employees may leave a voice mail message if the supervisor does not answer her/his cell phone. Employees will receive overtime pay if the situation was truly unavoidable and did not receive advance approval (i.e., a child who is not picked up prior to closure of the center).

Section 2. - Included Time

Only time worked shall be included for the purpose of calculating overtime.

Section 3. - Pay Rate

Computation of overtime shall be based on the employee's hourly rate of pay. This hourly rate shall include the base rate applicable to the employee's classification and any differentials to which the employee is normally entitled.

Section 4. - Calculation Rate

Overtime hours shall be calculated at the rate of time and one-half (1-1/2) the number of overtime hours worked. Overtime shall be compensated at time and one-half (1-1/2) the employee's regular rate of pay or compensatory time off at time and one-half (1-1/2), at the employee's option.

Section 5. - Compensatory Time

When working overtime, the employee may elect to be paid the overtime with his/her regular paycheck or accrue compensatory time off.

Compensatory time off earned shall be cumulative and must be taken at a time that is mutually agreeable to the appropriate supervisor or Division Director and the employee. Compensatory time off should be requested in advance by the employee and approved by the supervisor.

There are times when Management may specify when an employee may utilize compensatory time. The employee will not lose compensatory time.

When an employee is separated from service, the employee will receive a lump-sum payment for any earned but unused compensatory time.

Section 6. - Scheduling

Wherever practical, the opportunity to work overtime shall be offered to employees within a job classification in a department or project or site on the basis of rotating seniority. Except in cases of unusual and extreme emergency, a supervisor shall not schedule overtime without at least one day's advance notice.

ARTICLE 11. - PROBATIONARY WORK PERIOD

The probationary work period for all employees shall consist of the first six months (180 calendar days) of employment. The Employer has the option to extend the probationary work period for an additional ninety (90) calendar days. The total probationary period shall not exceed nine months (270 calendar days). Time off for periods in excess of five (5) working days shall extend the probationary work period by the number of days absent or on leave.

Probationary employees shall be entitled to all rights and privileges of the Agreement unless otherwise provided herein, except that their termination, for any reason, shall not be subject to the Grievance and Arbitration process. An employee shall be required to undergo only one probationary period within a similar classification.

The probationary work period for an employee who is promoted shall consist of the first ninety (90) calendar days of the promotion excluding the two-week Winter Break, one-week Spring Break, and the scheduled lay-off period for Child Development and Charter School represented employees. The Employer has the option to extend the promotional probationary work period for an additional sixty (60) calendar days

An employee rejected during the probationary work period from a promotional position shall be reinstated to a position in the same or a comparable class from which they were promoted; however, an employee terminated for cause does not have reinstatement rights to a position. Such termination shall be subject to the grievance procedure.

If an employee who is serving a promotional probationary work period does not successfully complete probation in that position they shall have the right to a conference to discuss the reason with the President/CEO, or his/her designee, above the level of the Division involved.

ARTICLE 12. - PERFORMANCE REVIEWS AND PERFORMANCE IMPROVEMENT PLANS

Within twelve (12) months of ratification of this Agreement, the Employer and the Union will participate in the creation of a new Performance Evaluation tool for unit Employees that will be standardized for the

SEIU represented employees. Said tool will attempt to factually and accurately reflect employee performance and enable dialog between the employee and his/her supervisor.

Section 1. - Performance Review

The performance and competence of each employee shall be formally reviewed and evaluated by the employee and the immediate supervisor prior to completion of the probation period and in the month prior to each employee's anniversary date. For employees with scheduled yearly layoff periods, Performance Reviews shall be completed sixty (60) days prior to the layoff date. Between yearly Performance Reviews the Employer shall inform the employee of any performance deficiencies and shall make a reasonable effort to provide counseling and training/modeling in order to remedy such deficiencies.

If an employee fails to correct performance deficiencies after counseling and training/modeling, they may be placed on a Performance Improvement Plan. If the employee fails to correct such deficiencies within ninety (90) calendar days, the Employer may demote or terminate the employee. If employees correct performance problems to the satisfaction of supervision, they should not be given a negative mark on the performance review.

Disputes resulting from ratings on performance reviews and/or a Performance Improvement Plan should be resolved prior to summer layoffs in the Head Start Program. Additionally, Performance Improvement Plans/Performance Agreements/ Work Plans must be completed prior to summer layoff unless performance deficiencies arise less than ninety (90) days prior to the summer layoff or if the employee is out on leave. In such instance, the Performance Improvement Plans/Performance Agreements/Work Plans shall be implemented within thirty (30) days of the employees return to work.

The employee shall sign and date a Performance Review and/or a Performance Plan only as proof of receipt.

Section 2. - Rebuttal

All employees shall be given the opportunity to read and comment upon Performance Reviews. An employee shall have the right to have placed in the personnel file any comments and/or rebuttals to his/her Performance Review and/or a Performance Improvement Plan.

Section 3. - Appeal

The employee may request a meeting to discuss the rating with the Division Director, or his/her designee, seven (7) working days from the date of receiving the Performance Review. The employee may have Union representation upon request and notification to the Division Director prior to the meeting date. The Division Director, or his/her designee, shall notify the employee within seven (7) working days of his/her determination. The Division Director, or his/her designee, may modify the final evaluation.

If an employee is placed on a Performance Improvement Plan, the employee may request a meeting to discuss the plan with the Division Director, or his/her designee, seven (7) working days from the date of receiving the Performance Improvement Plan. The employee may have Union representation upon request and notification to the Division Director prior to the meeting date. The Division Director, or his/her designee, shall notify the employee within seven (7) working days of his/her determination.

A claim or dispute regarding the content or rating contained in a Performance Evaluation or a Performance Improvement Plan that does not result in a loss of pay shall not be considered a grievance pursuant to Article 17 - Grievance and Arbitration Procedure. However, the employee may request an in

person meeting to discuss his/her concerns directly with the Division Director. The Division Director may assign a designee to conduct this meeting.

ARTICLE 13. - PERSONNEL FILE

The official personnel file of each employee shall reside and be maintained in the designated Human Resources office.

In addition, for those programs requiring a licensing file, the licensing file shall be located at the work site of the employee and shall include those items required by licensing (i.e. employment application, job description, educational background (including transcripts), criminal background check, mandated child abuse reporter form, employee rights from licensing and fingerprint clearance, physical, TB clearance, and other immunizations).

Section 1. - Immediate Review

All employees shall be given the opportunity to read and comment upon Performance Reviews or letters of reprimand prior to the placement of such materials in their personnel files. Copies of such materials shall be given to the employee at the time any documents are issued. The employee shall sign and date such material only as proof of receipt.

An employee or representative, as authorized in writing, shall be given a copy of any material that is placed in the personnel file, and shall also have access to the personnel file, maintained by the Employer, at any time during working hours by appointment. An employee's official personnel file shall be kept confidential and shall be made available only to the employee, those authorized by the employee, the evaluator and management.

Section 2. - One-Year Review

An employee may request a review of any material relating to discipline or unsatisfactory job performance that appears in the personnel file after the material has been in the file for one (1) year. This review will be conducted only upon request of the affected employee. The purpose of this review is to determine whether sufficient corrective action has been made by the employee to warrant removal of such material from the employee's official personnel file. The review will be conducted by the immediate supervisor and the Division Director. Performance Reviews shall not be eligible for removal from an employee's Personnel File.

Section 3. - Three-Year Review

Upon request of the Employee, the Employer agrees to remove from each employee's official personnel file any material (other than a Performance Review) relating to discipline or unsatisfactory job performance for which there has been no recurrence for three (3) years, and they shall be returned to the employee as invalid in the future.

Section 4. - Rebuttal

An employee shall have the right to have placed in the personnel file any comments and/or rebuttals to material placed in such personnel file that may relate to discipline or unsatisfactory job performance.

ARTICLE 14. - DISCIPLINE

The Employer reserves the right to take disciplinary action or measures which may include verbal

warning/reprimand, written warning/reprimand, suspension, demotion and discharge for just cause utilizing the principles of progressive discipline.

Progressive discipline is an employee disciplinary system that provides a graduated range of responses to employee performance or conduct problems. Disciplinary measures range from mild to severe, depending on the nature and frequency of the problem. The goal of progressive discipline is to correct behavior.

Employees shall be given notice of discipline no later than thirty (30) days after knowledge of the alleged incident leading to discipline occurred, unless the incident is being investigated by an outside third party or there are extenuating circumstances that do not enable notification within this time period.

Disciplinary action consisting of a written warning, suspension, demotion and/or discharge imposed upon an employee may be processed as a grievance through the regular grievance procedure, as outlined in Article 17, Grievance and Arbitration Procedure.

Probationary employees, as defined in Article 11, may be disciplined, demoted, and/or terminated at the Employer's sole discretion and the exercise of such discretion shall not be subject to any portion of Article 17, Grievance and Arbitration Procedure of this Agreement.

Employees shall have the right to have, upon request, a Union Steward or Union Business Representative present at meetings with supervisors or management representatives when such meetings are disciplinary or investigatory in nature. The Employer may make employees aware if the cause for the meeting is investigatory or disciplinary in nature and may also notify the Union of the meeting. Investigatory meetings are defined in accordance with the US Supreme Court decision known as Weingarten. If a Union Steward or Union Business Representative is not available to attend such a meeting, the Employer agrees to reschedule the meeting to a mutually agreeable time (not to exceed 5 business days). If the nature of the meeting requires immediate attention, the Employer will arrange for release time for a Union Steward to attend the meeting. Upon request, probationary employees shall be entitled to representation at termination meeting to serve only as a witness. There shall be no delay in conducting such probationary termination meetings and the Employer shall arrange for a Union steward or representative to attend either in person or by telephone conference call.

Employees shall have the opportunity to have placed in the personnel file comments and/or a rebuttal to material placed in such personnel file that may relate to discipline.

ARTICLE 15. - ACQUISITION OF NEW SITES

In the event MAAC is successful in obtaining additional sites and/or funding for programs, sites and personnel at such sites, shall be a member of the bargaining unit from the date of hire and shall begin their probationary period from the date of hire.

Any current staff at the time of this Agreement will maintain all seniority that was credited to them from the previous acquisition seniority agreement (Article 15 MAAC/SEIU Agreement dated 9/21/2010 – 5/31/2014/list dated March 23, 2013).

Should MAAC acquire a new site mid-program year, staff movement, other than administrative or operational transfers, or a promotional award, will be subject to the transfer process outlined in this Agreement for the beginning of the next program year.

ARTICLE 16. - SENIORITY, TRANSFERS, DEMOTIONS, PROMOTIONS AND LAY-OFFS

Section 1. - Seniority Defined

Seniority shall be defined as the length of continuous service of regular full-time and part-time employees.

Section 2. - Transfers

A. Transfers Defined - A transfer shall be defined as the movement of one employee from one work site or one similar classification to another.

B. Voluntary Transfers -

1. Seniority shall be the primary consideration in cases of voluntary transfer, provided that skills and ability of the employee concerned meet the necessary qualifications. Requests for transfers shall take precedence over promotions.
2. Transfers will only take place for Child Development Program staff before, or during the annual pre-service event, and after the last day of school (last day of school is dependent upon program option). Management will offer one opportunity for Child Development Program staff (during pre-service) to request transfers to vacant positions. Transfers to qualified and eligible employees will be awarded based on seniority.
 - a. Pre-service transfer requests shall be submitted by employees at the directed time. Employees will be provided the opportunity to submit requests for one or more program options/sites for then current or immediately available vacancies occurring as a result of transfers granted. Such newly created vacancies will not be posted.
 - b. Incomplete or late transfer requests will not be considered.
 - c. Once an employee has submitted a Pre-Service Transfer Request Form, their submission is final. The employee may not change their choices or re-submit.
 - d. In the event of major programmatic changes (site closure, significant slot changes) that occur after layoff, but prior to pre-service, an employee may submit a Pre-Service Transfer Request even if they were previously granted a transfer.
 - e. All unfilled vacancies (on the day of the designated transfer request day) will be posted by management prior to the request for submission of the Pre Service Transfer Request Form.
 - f. Transfers will be finalized prior to the Monday following pre-service via email notification.
 - g. At the conclusion of the Pre-Service transfer process, MAAC will provide a report to SEIU of transfers granted during the Pre-Service transfer process.

3. Upon MAAC's implementation of an electronic applicant system, the transfer process shall become electronic and the parties will meet and confer over implementation of the electronic system.
4. Mid-year transfers for employees are at the sole discretion of management.
5. No employee transferred shall be responsible for the duties associated with both positions. The employee transferred shall understand that there may be a transitional period where they may be required to train and/or orient a new employee into their previous position.
6. An employee who is on a Performance Improvement Plan or who has had an unsatisfactory evaluation within the last 12 months is not eligible to be considered for a voluntary transfer.
7. Human Resources will send an email response to all employees who have submitted a transfer request as a notice of receipt.

C. Operational Transfers - Management shall have the right to implement an operational transfer resulting in the moving an employee from one work location to another. Volunteers shall be sought first via email; volunteers shall have three (3) business days to respond. In the event there are no volunteers within this time frame, reverse seniority shall be applied based on those employees who have the skills and abilities to meet operational needs (i.e. Bilingual). Operational transfers shall be made for operational and/or programmatic reasons. Such transfers may include temporary transfers of a time-specific period not to exceed ninety (90) days or until the position is filled.

D. Administrative Transfers - In the event a conflict between or among employees arises that negatively effects the smooth operation of the particular worksite or department or division that cannot be resolved, management may offer a proposal of conflict resolution. In the event conflict resolution is declined by the employee, or conflict resolution is unsuccessful, management may transfer one or more employees to another worksite or position in the same or lower classification. Management may implement administrative transfer(s) without regard to the seniority of the party(s).

E. Requests for Transfers - In addition to the annual Voluntary Transfer Request process outlined in Section B-2, requests for transfer to another work site shall also be solicited once annually at or near the conclusion of the Child Development Program year to enable the quick filling of vacancies that occur during the summer break (such vacancies may not be posted if there are transfer requests pending for the vacancy). In order to ascertain Child Development Program vacancies for a new school year, requests for transfer must be received by the end of the current school year or layoff date. Transfers shall be awarded only once annually based on seniority.

F. Prior to the seasonal layoff period for the Child Development Program for PY 14/15, MAAC and SEIU will conduct a joint workshop for CDP program staff related to the Voluntary Transfer Request process outlined in Section 2/B-2 and the submission of transfer requests for vacancies that occur during the seasonal lay-off period as described in Section 2/E.

Section 3. - Demotions

A demotion is defined as a downward movement by an employee to a classification of lower pay. Demotions may be granted at the discretion of the Division or program Director when requested by an employee. A demotion as a disciplinary action shall be made for just cause only. Demotions may also occur pursuant to Article 30-New Educational Requirements.

Demotions based on disciplinary action shall be limited to a reduction in pay of no more than 10%.

In the event of a reduction in force or hours (lay-offs), the Employer agrees to meet and confer with the Union, pursuant to Article 16- Section 7, on such reduction in force or hours.

Demotions made in accordance with Article 30 – New Educational Requirements shall be limited to a minimum reduction in pay of 10% and a maximum of 30%. The employer agrees to spread the cost of any reduction in pay greater than 10% over a three (3) year period with a maximum reduction of 10% each year.

Section 4. - Promotions

- A. Definition and Application of Promotions - A promotion is defined as an upward movement by an employee to a classification of significantly greater responsibility and pay.

Seniority shall be the primary consideration in cases of promotion provided that the skills and abilities of employees concerned meet the necessary qualifications, have received a satisfactory Performance Review in their most recent review and have been certified according to the procedure outlined in Section 4.B. The necessary qualifications shall be listed in the applicable job description.

- B. Promotional Procedures - All promotions shall be made in accordance with the following procedure:

When a job is posted, in-house applications will be accepted. All applications shall be screened to determine whether each application meets the minimum specified qualifications. Minimum qualifications shall also include the receipt of a satisfactory Performance Review in the employee's most recent review and that the employee is not currently subject to a Performance Improvement Plan.

An employee who does not meet the minimum qualifications shall be advised in writing of the deficiencies prior to the interview process for candidates.

Those applicants who meet the necessary requirements shall be interviewed by an Interview panel consisting of two (2) appointees of the Employer; and (1) employee member of the bargaining unit.

The employee member of the panel shall be selected from a list of employee volunteers and shall be in the same or a higher level classification as the open position. Human Resources shall provide a 48-hour notice to the supervisor who shall release the requested employee interview panel member.

After interviewing all of the applicants who meet the necessary requirements, the panel will evaluate each of the applicants on a standardized form. The highest rating for all categories shall be 100. The average of the three interview panel members' ratings shall be used to determine who is eligible for further consideration. A minimum rating of 70 will be necessary to be eligible. Of the top three applicants, the most senior employee shall be offered the position. In the event that they turn down the position, the next most senior applicant shall be offered the position etc.

Section 5. - Filling Vacancies

In filling any vacancy as outlined in this Article, seniority shall be applied on the following priority basis:

- A. Qualified employees on lay-off status (if any).
- B. Qualified regular or employees currently working or returning from leave of absence.
- C. Hiring of new staff will only take place for vacancies in which there are no eligible, qualified and willing employees as listed above.

Section 6. - Job Posting

To expedite the administration of this Article, notices for all new positions or position vacancies shall be posted at all work sites for seven (7) working days. Each job posting shall include the qualifications and the job description of the open position(s). Wherever possible, the posting will include the site of the actual job vacancy (or vacancies). However, all postings shall as a minimum include the regional location (i.e., South Bay, East County, North County and Central) of the position. By mutual agreement, the Employer and the Union may designate classes, or instances where the normal selection and posting procedure is not required.

Section 7. – Seasonal Lay Off – Child Development and Charter School

MAAC typically has an annual unpaid “Seasonal” layoff of employees in its Child Development and Charter School Programs. “Seasonal” layoffs typically occur beginning in May/June of each year and affected employees are recalled typically in late August/early September of each year. The exact date(s) of such events may change from year to year and vary by the program to which an employee is assigned. The affected employee shall not lose seniority as a result of such events, so long as the employee returns promptly upon being advised of his/her return date.

Each Child Development and Charter School employee will receive a notice of “Seasonal Layoff” two weeks prior to the conclusion of their scheduled Program Year as well as an “Intent to Return” notice issued with the layoff notice. Employees must return the "Intent to Return" notice postmarked no later than seven (7) days after the employee’s layoff date by email or regular mail to the MAAC Human Resources Department. Failure to return the Intent to Return Notice shall constitute a voluntary resignation.

A special appeal may be made before the start of the school year (the beginning of pre-service) to the President/CEO, or his/her designee, in the event an extraordinary circumstance occurs and the employee wishes to rescind the voluntary resignation of employment identified above.

Section 8 - Reduction in Force or Hours (Lay-Off)

- A. In the event of a reduction in force or a reduction in hours (lay-off), the Employer agrees to provide the Union ten (10) days advance notice and, upon request, will meet and confer with the Union on such reduction in force or hours and to discuss a mutually agreeable plan for reduction of hours and lay-offs.
- B. A reduction in hours shall be accomplished solely on the basis of seniority. When a lay-off occurs in any job classification, the employee to be laid off may first elect instead to accept re-classification to another job classification with the same or comparable salary range from which they are being laid off, provided their MAAC-wide seniority entitles them to such reclassification over an employee with lesser seniority, and that such employee has the necessary qualifications and skills to perform the job. Alternatively, the employee about to be laid off in any job classification may elect to take a lower job classification, provided their seniority entitles them to such classification over an employee with lesser seniority, and that such employee has the necessary qualifications and skills to perform the job. An employee may move to another classification as outlined above, provided such classification is in the same or comparable salary range (comparable salary can be considered anything up to a 2.25% salary increase). Should an employee move to a classification with a higher salary range the provisions of Section 4 – Promotions, shall not be applicable to this movement. The employee to be laid off shall have the right to bump only the least senior employee in the classification for which they are qualified. Bumping shall be without regard to work site.
- C. An employee whose hours have reduced pursuant to Section B shall be offered any available increases in hours in the classification involved before a new employee is hired in that classification provided such increase in hours does not cause disruption in the continuity of care or provision of MAAC services. If disruption would occur, said increase in hours shall be deferred to the next program year. Such increases in hours will be based on seniority. Should such an event occur, the parties will meet and confer.
- D. Employees on lay-off who are recalled to the same job classification shall be recalled in the reverse order of lay-off. If the laid-off employee opts to be considered for a different job classification, they will be recalled in reverse order of lay-off and all conditions of Article 11 Probationary Period will apply.

Should an employee decline any recall to any job for which they are qualified and which is within the same classification, rate range and geographic area, they will be considered to have voluntarily terminated employment. Should an employee decline reinstatement to a position at a lesser salary level or different geographic area than the one from which they were laid off, eligibility for reinstatement in the old or a comparable job shall not be forfeited.

When an employee is to be recalled for work, laid-off employees in the classification shall be notified, in order of seniority (most senior recalled first) electronically by email at the last email address provided to Human Resources and/or by telephone. In the even no contact with the employee can be made, Human Resources will send a recall letter by mail. Employees must respond by telephone or email within five (5) working days of the notice's postmark date, email or

phone call notice by email or phone to the Human Resources Department. Timely responding laid-off employees shall be offered reinstatement in order of seniority. Failure to accept reinstatement shall be considered voluntary termination. Failure to respond will cause the next employee on lay-off to be recalled; failure to respond three times shall be considered a voluntary termination. Employees shall have the sole responsibility of notifying Human Resources of address changes and email address changes in writing. An employee laid off pursuant to this Section shall be reinstated in reverse order of lay-off by classification. An employee on lay-off status shall have the right to recall for three (3) years.

- E. Except in the event of an emergency beyond the control of the Employer, the Employer shall provide at least two (2) weeks' notice of any reduction in force to all affected employees. However, it is the intent of the parties that prior to a reduction in force or hours, the Employer agrees to terminate all temporary or relief employees in the affected program classifications.

ARTICLE 17. - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. - Definition

Grievance as referred to in this Article shall be defined as a claim or dispute regarding an alleged violation of this Agreement or a dispute concerning wages, hours or working conditions.

Notwithstanding the foregoing, a claim or dispute regarding the content or rating contained in a Performance Evaluation or a Performance Improvement Plan that does not result in a loss of pay shall not be considered a grievance within the meaning of this Article.

In addition, a claim or dispute specifically excluded from the grievance and arbitration procedure in other Articles of this Agreement shall not be considered a grievance within the meaning of this Article.

Section 2. - Grievance Steps

Both the Employer and the Union pledge their continuing efforts to secure prompt disposition of requests, complaints and grievances and agree that most disputes can be, should be and will be resolved in informal discussion. A grievance may be submitted by any employee regardless of status, by a group of employees, or by the Union on behalf of any employee(s). Each grievance must be submitted in writing at Step 1 within thirty (30) calendar days after the occurrence or knowledge of the event causing the grievance, or the grievance shall be considered untimely and considered to be waived. The grievance procedure shall consist of the following steps:

Step 1 - Informal Grievance

The first step in the Grievance and Arbitration Procedure is an attempt to resolve the claim or dispute via an informal grievance. Except in cases of termination of employment, any employee asserting a grievance must first request a meeting with his/her immediate supervisor to discuss the grievance. Upon request, said employee shall have the right to have a Union Steward or Union Representative present at the informal grievance. A Union steward, management representative and/or the Human Resources Officer shall serve as a witness only in these meetings, to take notes and to witness the meeting. The Union steward and/or management representative (other than the immediate supervisor) shall not participate verbally on behalf of either party.

Step 2 - Formal Written Grievance

If the grievance is not satisfactorily resolved in Step 1, the second step of the Grievance and Arbitration Procedure is an attempt to resolve the claim or dispute via a written grievance. If the employee chooses to pursue a grievance, the employee or union representative shall submit the written grievance on the grievance form (Appendix "B") to the employee's immediate supervisor. This formal written grievance must be submitted by the employee or Union representative within ten (10) business days after the informal meeting is conducted, or the grievance shall be waived. The supervisor then has ten (10) business days to respond in writing to the formal written grievance. If the grievance is not settled to the satisfaction of the grievant, the employee has seven (7) business days, after the supervisor's written response, to appeal to Step 3.

Step 3 - President/CEO Review

If the employee chooses to pursue the grievance further, a meeting shall be held between the grievant(s), Union representatives and the President/CEO or his/her designee to resolve the issues. The employee may present witnesses, evidence and review all documentation at issue in this meeting. The President/CEO or his/her designee shall meet with the grievant within ten (10) business days of receipt of the grievance in an effort to resolve the grievance and shall respond to the grievance in writing within ten (10) business days following the meeting if the grievance is not resolved.

Following a response from the President/CEO, or his/her designee, the Union or the Employee shall have fifteen (15) business days to appeal the President/CEO's decision directly to Step 4, Mediation.

Step 4 - Mediation

Before a grievance is appealed to Arbitration, Step 5, a request may be made by either party, to the Federal or State Mediation and Conciliation Service to request a mediator. Said request shall be made within ten (10) business days of the receipt of the appeal to mediation. The mediator will meet with both parties in attempt to resolve the grievance.

If the grievance is not resolved through mediation either party shall have ten (10) business days after receipt of the mediator's recommendation, to appeal the grievance to Step 5, Arbitration.

Step 5 - Arbitration

A grievance appealed to arbitration shall be submitted to the arbitrator who shall be impartial and appointed by mutual agreement of the parties. The Federal or State Mediation and Conciliation Service shall be asked to name a panel of five (5) individuals. Within five (5) business days after receipt of the panel names an arbitrator shall be selected by the parties by alternately striking names. Should either party wish an additional list from the Federal or State Mediation and Conciliation Services it should be jointly requested by the parties. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with specific terms of this Agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement. Any decision within the jurisdiction of the arbitrator shall be final and binding on all concerned. The expenses and salary incidents of services of an arbitrator shall be shared equally by the Employer and the Union.

Section 3. - General Grievance

General grievances shall be initiated by a Union steward/representative on behalf of the bargaining unit as a whole or a segment thereof. A general grievance must be filed within thirty (30) calendar days after the occurrence or knowledge of the event(s) causing the grievance. It shall proceed as follows: A Union steward/representative shall notify the President/CEO of the grievance. This notification shall be in writing and shall set forth the complaint, the specific violation(s) of the contract and the remedies sought. The President/CEO shall cause a meeting to be scheduled within ten (10) business days after receipt of the written notice. Said meeting shall occur within thirty (30) calendar days of receipt of the grievance by the President/CEO. The Union steward and/or representative, up to three (3) affected grievants, and the President/CEO and/or their chosen representatives with authority to resolve the matter shall be present at this meeting.

If the matter is not resolved within seven (7) business days after this meeting, the Employer shall reduce the Employer's response to writing and serve it to the Union. The Union shall then have seven (7) business days to appeal the grievance to Step 5, Arbitration in Section 2 of this Article.

Section 4. - General Provisions

Grievances, by mutual agreement, may be referred back for further consideration or discussion to prior steps or advanced to a higher step in the grievance procedure. Time limits or steps specified in the grievance proceedings of the grievance may be waived by mutual agreement. A time extension of up to fifteen (15) business days may be requested by either party, and such request shall be honored by both parties.

Should the Employer fail to respond in writing where required within the specified time limits, upon request of the Union, the grievance shall be progressed to the next step of the grievance procedure. Likewise, should the Union and/or the grievant fail to initiate or to appeal any grievance within the specified time limit, the grievance shall be considered resolved on the basis of the Employer's last response.

Union representatives shall be paid for authorized time spent on grievances. Any employee may appear as a witness in Steps 3, 4 and 5 of the grievance procedure and the Employer agrees to release such witnesses from work if they are on duty.

If at any time the Employer finds that a discharge or suspension was inappropriate, the aggrieved employee will be returned to employment as of the date that they were discharged or suspended. By mutual agreement of the employee and/or the Union and the Employer, a grievance may be initiated at whichever step seems most appropriate in each instance.

At all steps in the procedure there shall be efforts by each side to arrive at the facts surrounding the subject of the grievance and to settle it in an amicable and equitable fashion.

Section 5. - Reservation of Rights

The Employer and the Union recognize the right of any unit employee to present their grievance directly to the Employer, provided that the adjustment of such grievances shall not be inconsistent with the terms or the established interpretation of the Agreement. The implementation of any mutually agreed upon adjustment in such grievances shall be subject to the approval of the parties to this Agreement.

The Employer shall inform the Union of all grievances of this type. Additionally, the Union shall have the right to have an authorized representative at all adjustment hearings of such grievances where the

representative may present the position of the Union on the matter in dispute.

The Employer and the Union both recognize that initiation of Step 5, Arbitration contained in Section 2 of this Article may be initiated by either party.

Section 6. - Grievance Format

Grievances shall be submitted in writing. Any grievance that does not include all required information listed below will be returned to the employee who shall have five (5) business days to re-submit the completed form or the grievance shall be waived. Required information is as follows, as identified in the attached Grievance Form (Appendix "B"):

1. Person submitting grievance
2. Immediate supervisor
3. Division
4. Date/time of grievance
5. Location of grievance
6. Nature of grievance
 - a. Action taken that caused grievance
 - b. Article and Section of Agreement violated
7. Remedy requested

ARTICLE 18. - WAGES AND BENEFITS

The parties to this Agreement recognize that the MAAC Project is subject to unusual problems in funding. Therefore, both parties pledge their cooperation and best efforts in order to obtain the best salary and benefits for the employees of MAAC.

As appropriate, awarded COLA and ARRA funds will be used to fund salary, benefits, and range increases. In the event funds are not available and attrition or a reduction in force is necessary, the Employer agrees to meet and confer in good faith. The Employer agrees that management/supervisory reductions shall be proportional to the reductions of Union staff.

All Union employees will be paid at an hourly rate for all hours worked. The hourly wage and salary schedule can be found in Appendix "A". In no instance shall an employee be paid an hourly base wage in excess of the salary schedule unless the employee was in Longevity Status prior to September 21, 2010.

Effective upon Board approval prior to the end of November, and ratification of this Agreement by SEIU, Local 221 no later than October 26, 2018, the salary schedule for all unit classifications will be modified to reflect a minimum 2.5% increase, unless outlined in a different manner in this Article, and maintain a maximum of eight (8) steps in the salary schedule unless outlined differently in this Article.

The classification of Leasing Agent shall be shall be increased upon ratification of this Agreement by SEIU, Local 221 no later than October 26, 2018 and approval by the MAAC Board no later than the end of November. The new salary range shall be an eight step range starting at \$15.36 per hour and ending at \$18.76 per hour. Incumbents will be placed on a step in the new range on October 4, 2018 in an amount equivalent to a 2.5% increase. In no instance shall placement exceed the new range.

The Child Development Co-Teacher II classification shall be retitled Associate Teacher. EHS Co-Teachers promoted to EHS Lead Teacher, EHS Lead Teacher I, EHS Lead Teacher II will be eligible to

receive a salary increase, pursuant to this Section of the Agreement, of no more than 2.5% (additional to the 10% received when reclassified in October 2018) on August 23, 2018 upon ratification of this Agreement by SEIU, Local 221 no later than October 26, 2018 and approval by the MAAC Board no later than the end of November.

The following four step range for Child Development Program classroom teaching staff shall be implemented effective August 23, 2018, pending ratification of this Agreement by SEIU, Local 221 no later than October 26, 2018 and approval by the MAAC Board no later than the end of November as follows:

	1	2	3	4	5	6	7	8
Co-Teacher II								
Associate Teacher				15.0014	15.37644	15.76085	16.15487	
Lead Teacher				15.8895	16.28674	16.69391	17.11125	
Lead Teacher I				17.4731	17.90993	18.35768	18.81662	
Lead Teacher II				19.2172	19.69763	20.19007	20.69482	
Site Lead Teacher				19.6773	20.16923	20.67346	21.1903	
Mentor Teacher				19.6773	20.16923	20.67346	21.1903	

The following eight step range for DUI and Recovery Home classifications shall be implemented effective October 4, 2018, pending ratification of this Agreement by SEIU, Local 221 no later than October 26, 2018 and approval by the MAAC Board no later than the end of November. Incumbents will be placed on a step in the new range on October 4, 2018 in an amount equivalent to a 2.5% increase based upon their education, certification and experience. In no instance shall placement exceed the new range as follows.

	1	2	3	4	5	6	7	8
Registered Alcohol & Drug Counselor	15.76	16.16	16.58	17.00	17.43	17.86	18.31	18.76
Certified Alcohol & Drug Counselor I	16.45	16.87	17.31	17.75	18.19	18.65	19.11	19.59
with /BA or Educator Experience	17.27	17.72	18.17	18.64	19.10	19.58	20.07	20.57
Certified Alcohol & Drug Counselor II	17.61	18.06	18.53	19.00	19.48	19.96	20.46	20.97
with /BA or Educator Experience	18.49	18.96	19.45	19.95	20.45	20.96	21.48	22.02

Requirements for placement in the above classifications is pursuant to the requirements of the California Consortium of Addiction Programs and Professionals Credentialing (CCAPP) and/or California Association of DUI Treatment Programs Credentialing (CADTP) and may be subject to change.

Requirements for Registered Counselors: (renewed annually)

- Completion of Nine Hour Orientation Course
- Complete RADT Application
- Signed California SUD Counselor Code of Conduct
- Signed RADT Scope of Practice
- 3 Hours of Ethics and Professional Boundaries

Requirements for Certified Alcohol and Drug Counselor I (CADC-I)

- 315 hours approved, AOD specific education
- 255 hours field practicum
- Passing score on the IC&RC Written Exam

3,000 hours of work experience

Or

An AA in behavioral science or allied mental health profession and 2,080 hours work experience

Requirements for Certified Alcohol and Drug Counselor II (CADC-II)

315 hours approved, AOD specific education

255 hours field practicum

Passing score on the IC&RC Written Exam

6,000 hours of work experience

Or

A BA in behavioral science or allied mental health profession and 4,000 hours work experience

Requirements for California Association of DUI Treatment Programs Credentialing (CADTP)

Requirements for Registered Counselor CADTP

9 Hour Orientation

3 hours of Ethics Training

3 Hours of Confidentiality

Signed Code of Ethics

Application

Requirements for CADTP Alcohol /Other Drug Counselor (CAODC)

315 hours approved classroom education

160 Hours supervised training

2,080 hours of work experience

Passing score on IC&RC Written Exam

Requirements for CADTP Alcohol/Other Drug Counselor-Advanced (CAODC-A)

380 hours formal classroom education

5 years' experience in the field

Or

10,000 documented hours of actual work experience

Passing score on IC&RC Written Exam

Other classifications that will receive a different initial increase include the following:

Group 1 - Lead Teacher, Associate Teacher, Disability Specialist, ECE Specialist, Analyst, Prenatal Home Visitor, Home Base Teachers, Family Partner, Behavior Support Specialist, Program Support Specialist, FSW, FSA, Sr. FSW – Movement of Scale and placement of incumbents of approximately 8% effective August 23, 2018.

Group 2 - Program Aide, Resource Clerk, Kitchen Aide, Bus Driver, Facility Technician, Facility Technician Assistant, Eligibility Technician, General Aid Helper – Movement of Scale and placement of incumbents of approximately 6% effective August 23, 2018.

Group 3- Accounting Technicians, Accountants, Maintenance Workers, WX Workers, Data Entry Technicians and all other classifications – Movement of Scale and placement of approximately 4% effective August 23, 2018.

Current employees (who are not earning a wage in excess of the salary range for their position) effective October 4, 2018, pending ratification of this agreement by SEIU, Local 221 no later than October 26, 2018, and approval by the MAAC Board of Directors, shall move in a 4.0% increment as the range unless outlined differently in this Article. Employees earning in excess of the new range are not eligible for this increase. Employees earning above the old range, but earning less than the top step of the new range, will be eligible to receive a partial increase not to exceed the top of the new range.

Employees earning a wage in excess of the salary range for their position shall receive a one-time lump sum payment of \$300 the first payroll issued in December 2018, and the first payroll issued in January 2019 and January 2020 provided the individual would continue to be paid in excess of the range following salary/range increases.

Effective October 4, 2018, unit employees who are not earning \$12.00 per hour shall receive a salary stipend equivalent to the difference between their salary and \$12.00 per hour (eg. Step 7 = \$11.25 per hour and would enable the employee to receive a stipend of \$0.75 per hour). Such stipend would continue until the employee reached a step equivalent to \$12.00 or more on the salary schedule.

Effective January 1, 2020, the salary range for all classifications in the Child Development Program and those classifications that are common to both North County and the South Bay shall be increased by 2.5%. Employees on the range shall move in the same incremental percentage as the range. In no instance shall an employee be provided an increase that exceeds the salary range for the classification he/she holds. Employees earning in excess of the new range are not eligible for this increase. Employees earning above the old range, but earning less than the top step of new range, will be eligible to receive a partial increase not to exceed the top of the new range.

Effective January 1, 2020, all other unit classification ranges shall not move. However, incumbents in these other classifications shall receive a one-step increase. In no instance shall an individual be eligible to receive an increase in excess of the salary range for his/her classification.

Effective January 1, 2020, unit employees who are not earning \$13.00 per hour shall receive a salary stipend equivalent to the difference between their salary and \$13.00 per hour (eg. Step 7 = \$12.25 per hour and would be enable the employee to receive a stipend of \$0.75 per hour). Such stipend would continue until the employee reached a step equivalent to \$13.00 or more on the salary schedule.

Effective January 1, 2021, the salary range for all classifications in the Child Development Program and those classifications that are common to both North County and the South Bay shall be increased by 2.5%. Employees on the range shall move in the same incremental percentage as the range. In no instance shall an employee be provided an increase that exceeds the salary range for the classification he/she holds. Employees earning in excess of the new range are not eligible for this increase. Employees earning above the old range, but earning less than the top step of the new range, will be eligible to receive a partial increase not to exceed the top of the new range.

Effective January 1, 2021, all other unit classification ranges shall not move. However, incumbents in these other classifications shall receive a one-step increase. In no instance shall an individual be eligible to receive an increase in excess of the salary range for his/her classification.

Effective January 1, 2021, unit employees who are not earning \$14.00 per hour shall receive a salary

stipend equivalent to the difference between their salary and \$14.00 per hour (eg. Step 7 = \$13.25 per hour and would be enable the employee to receive a stipend of \$0.75 per hour). Such stipend would continue until the employee reached a step equivalent to \$14.00 or more on the salary schedule.

In no instance shall an employee be eligible for both a step increase and movement up on a salary range at the same time nor shall any salary increase be provided to an employee that would cause the employee to be paid in excess of a salary range.

Section 1.

- A. Employees shall be compensated in accordance with the wage and salary schedule hereto attached as Appendix "A".
- B. New appointments shall be compensated in accordance with Step 1-6 of the wage and salary schedules as Appendix "A". An employee may be hired at higher step with prior agreement between the Union and the President/CEO or his/her designee.

The Union shall not unreasonably withhold its agreement for compensating a new appointment at a higher step taking into consideration a new appointments credit for prior experience and/or advanced education. In the event the Union does not respond to a request from the Employer for an advanced step placement of a new hire within seven (7) working days of the request, such non-response shall be considered to be agreement.

- C. Human Resources may offer potential candidates, with Head Start (HS)/Early Head Start (EHS)/California Department of Education (CDE) and/or Quality Preschool Initiative (QPI) experience, an equivalent starting salary step (Step 7 or Step 8), without the approval of the Union, provided the candidate can demonstrate to Human Resources they are earning in excess of Step 6 of the wage and salary schedules (Appendix "A").
- D. When a MAAC employee is promoted, he/she shall receive a minimum of a 10% salary increase and shall be placed at the step corresponding to the 10% on the revised salary scale. In no instance shall a promoted employee be provided a salary in excess of the salary range for the position.

Definitions:

Promotions:

- A. A promotion is defined as an upward movement by an employee to a different classification of significantly greater responsibility.
- B. When an employee is promoted, they shall receive a minimum of 10% salary increase and shall be placed at the corresponding step on the salary scale to reflect that promotion providing such increase does not exceed the salary range for the classification.

Longevity Status:

Employees who are paid in excess of a salary range, at the implementation of this Agreement, are considered to be in Longevity Status. Such employees are not eligible for Step and/or Range increases until such time as the range for the employee's classification exceeds his/her rate of pay.

Longevity Pay:

Effective February 1, 2012, in addition to an employee's base salary as provided for in Article 18, and as identified as Appendix "A", each regular unit employee shall receive Longevity Pay based upon his/her continuous years of service with MAAC and his/her current step on the salary schedule.

Years of service shall be determined in accordance with Article 16, Section 1- Seniority Defined. For employees who are in Longevity Status, Longevity Pay shall be based upon the top step of the salary schedule for the employee's classification.

Longevity Pay shall be paid in accordance with the following schedule:

Completed Years of Service	Longevity Pay
9-11 years	2.5%
12-14 years	3%
15-17 years	3.5%
18-20 years	4%
21-23 years	4.5%
24+years	5%

If an employee in Longevity Status is making more than s/he would make according to Longevity Pay, then that employee will maintain their current wage until the top step of the range plus the Longevity Pay for the employee's classification exceeds his/her rate of pay.

Longevity Pay shall not be cumulative (eg. An employee with 11 years of service would receive 2% Longevity Pay; when the employee reaches 15 years of service the employee would then receive 3%).

Section 2. - Funding Information

Upon request, The Employer agrees to appraise the Union of the progress in all negotiations with funding sources. The Employer shall provide the Union with pertinent personnel information affecting unit employees contained in all proposals to the funding sources and copies of existing contracts with the funding sources will be made available to the Union for copying upon request.

Section 3. - Benefits

Employee benefits are intended to assist in covering Health Insurance costs. Health Plans offered by the Employer shall meet the requirements of, and be administered in compliance with the Affordable Care Act (ACA). For all employees not enrolled in a cross border health plan, the Employer shall fund a portion of health insurance premiums (based on the cost of the Kaiser HMO rates effective November 1, 2017- October 31, 2018 for Employee-only coverage and (based on the cost of the Kaiser HMO rates effective November 1, 2017 – October 31, 2018) of the cost for Employee plus one or more dependent(s) as outlined in the charts below. Health Insurance cost shall include Medical, Dental, and Vision coverage. Rates and contributions for other plan offerings shall be calculated based on the differentials outlined below.

Rates from which cost sharing shall be calculated beginning November 1, 2018 for Kaiser Medical Enrollees

Monthly Rates through October 31, 2019	Kaiser \$1,000 Deductible HMO	Kaiser Traditional HMO 2794	United Concordia Dental HMO	United Concordia Dental PPO	Cross Border Dental	EyeMed Vision
EE only	\$603.56	\$678.51	\$12.50	\$53.57	\$14.50	\$5.23
EE +1	\$1,267.47	\$1,424.87	\$23.00	\$100.30	\$26.00	\$9.93
EE + Family	\$1,810.67	\$2,035.53	\$36.44	\$164.03	\$44.50	\$14.57

EmployER Monthly Contribution	Kaiser \$1,000 Deductible HMO	Kaiser Traditional HMO 2794	United Concordia Dental HMO	United Concordia Dental PPO	Cross Border Dental	EyeMed Vision
EE only	\$576.35	\$678.51	\$12.50	\$53.57	\$14.50	\$5.23
EE +1	\$1,006.89	\$1,424.87	\$23.00	\$100.30	\$26.00	\$9.93
EE + Family	\$1,438.40	\$2,035.53	\$36.44	\$164.03	\$44.50	\$14.57

EmployEE Per Pay Period Contribution through 10/31/19 (24 pp)

EmployEE Monthly Contribution	Kaiser \$1,000 Deductible HMO	Kaiser Traditional HMO 2794	United Concordia Dental HMO	United Concordia Dental PPO	Cross Border Dental	EyeMed Vision
EE only	\$13.61	\$44.70	\$0.03	\$1.84	\$0.15	\$0.00
EE +1	\$130.29	\$163.38	\$2.45	\$11.75	\$2.84	\$0.96
EE + Family	\$186.13	\$233.39	\$4.01	\$19.22	\$4.94	\$1.42

MAAC will pick up 100% of premium increases of up to 3.0% per plan year (based on the previous year rates) for plans other than cross border (or an equivalent alternate health plan design), increases for plans other than SIMNSA (or an equivalent alternate health plan design), in excess of 3.0%, the increased premiums will be split equally between MAAC and the employee (50% of increase paid by MAAC/50% of increase paid by the employee). Such new rates shall be the basis for cost sharing in future health plan contract years.

Employees hired on or before May 21, 2015, who are working full time, or part-time employees working twenty five (25) hours or more per week, or employees currently enrolled in benefits working twenty (20) hours or more per week on May 21, 2015, shall be grandfathered into the benefit program in the same manner as full time employees. Such employee's shall be provided Employer contributions for medical, dental and vision coverage consistent with the rates and contribution levels indicated above for the benefit period effective November 1, 2017 – October 31, 2018 and adjusted for subsequent years in accordance with the language outlined above.

Employees hired on or after May 22, 2015, and working thirty (30) or more hours per week, shall be eligible for benefits in the same manner as full time employees. Such employee's shall be provided Employer contributions for medical, dental and vision coverage consistent with the rates and contribution levels indicated above for the benefit period effective November 1, 2017 – October 31, 2018 and adjusted for subsequent years in accordance with the language outlined above.

Employees hired on or after May 22, 2015, and working less than thirty (30) hours per week shall not be eligible for MAAC's benefit package.

Provided cross border coverage meets the requirements of the Affordable Care Act (ACA) the following benefit schedule will apply to those electing this coverage:

- Employees who purchase cross border health insurance with employee only coverage will receive \$238 per month for health benefits as described in the contract.
- Employees who purchase cross border health insurance with coverage for themselves and one dependent will receive \$390 per month to be used for health benefits as described in the contract.
- Employees who purchase cross border health insurance coverage for themselves and two or more dependents will receive \$541 per month for health benefits as described in the contract.

Employees who waive medical coverage must provide Human Resources with proof of coverage with another health insurance plan. Provided the employee provides such documentation, said employee shall receive \$290 per month towards other benefits (i.e. life insurance supplementing the amount provided), cash, and/or annuity or other permissible retirement savings. Such "Opt-out" may be eliminated should it no longer be allowable pursuant to the ACA or any other laws applicable to employee benefits.

Any unit employee may participate in a 401K Plan sponsored by the San Diego and Imperial Counties Labor Council, or a Tax Sheltered Annuity (TSA), by making voluntary contributions through payroll deductions authorized by the employee. The Employer shall provide a contribution equal to 1% of gross wages to the 401K Plan on behalf of each employee.

The employer shall be obligated to facilitate administrative withholding and reporting procedures to effect voluntary deductions set forth in the provisions of the Plan, and make required contributions as described above.

An employee may consider a domestic partner to be a dependent whenever allowable by insurers.

Section 4. - Health Plan

Provided availability, and subject to the requirements of the Affordable Care Act (ACA), all eligible employees shall be offered a choice of at least two health programs.

MAAC and SEIU Local 221 shall form a Benefits Committee consisting of three (3) representatives from the Union (two employees and one SEIU representative) and three (3) representatives from the Employer.

The Committee will work with MAAC's benefits broker to develop plan design options that are more affordable than those currently available. For the duration of this Agreement, the plan design changes will be discussed with the Union, but will not be subject to meet and confer nor impasse proceedings.

Section 5. - Life Insurance

The employer will provide term life insurance. Each employee will be covered by \$10,000 of term life insurance and each spouse and dependent child will be covered by \$5,000 of term life insurance.

Section 6. - Bilingual Pay

Recognizing the need for bilingual skills in some designated positions, the Employer and the Union agree to make efforts to obtain funding for compensation for such positions and skills, and MAAC shall establish testing procedures and standards to determine such bilingual proficiency.

- A. **LEVEL I:** All employees in a position designated by management as requiring bilingual skills may qualify for Level I by demonstrating their oral proficiency in English and one other language required to perform their duties (these positions and languages shall be designated by management). Those qualifying shall receive a differential of seventy-five dollars (\$75) per month contingent upon the availability of funds and contract permitting.
- B. **LEVEL II:** Employees who meet the requirements for Level I and are designated by management to assist with oral translations at monthly meetings with greater than five persons in attendance shall receive a differential of eighty-five dollars (\$85) per month contingent upon availability of funds and contract permitting. Note: Designation of Level II Bilingual Pay recipients will be based on seniority and qualifications (skills). The designation is not tied to a classification, but classifications such as Site Lead Teacher and Family Service Worker, who are regularly assigned to work an Irregular Schedule will be chosen first. Those individuals designated to receive Level II Bilingual Pay are expected to provide translation services at monthly Center Parent Meetings, and parent trainings that take place in the evening. The Level II Bilingual Pay designation will remain in effect from year to year unless staffing changes require a new appointment. If the designated Level II person is not available, another person may be assigned for that month and receive the additional ten dollars (\$10.00).
- C. **LEVEL III:** All employees in a position designated by management to perform special duties regularly requiring the use of full bilingual proficiency in English and one other language necessary to perform their duties, including the ability to translate orally and/or in writing (proficiency at both oral and written translation is required) may be tested at a higher standard and will receive a differential of one hundred dollars (\$100) per month contingent upon the availability of funds and contract permitting. Level III will require passing of appropriate testing as certified by MAAC's Human Resources Department.
- D. Family Service Staff are required, as a part of their job, to translate both orally and in writing when receiving Level I or Level II Bilingual pay.

Management reserves the right to review the designation if the designee has a pattern of absenteeism during Policy Council Meetings (Level III) or Center Parent Meetings (Level II).

Section 7. - Higher Classification Pay

Any employee who assumes the full duties of a higher classification for one day or longer shall be paid at the higher rate. The employee will be paid at the corresponding step equivalent to an increase of 10% for the higher classification, provided such rate does not exceed the range for the classification.

Section 8. - Bus Drivers Split Shift Pay

When bus drivers are required to work a regular daily schedule which includes a start time and end time

that extends more than 9.5 hours they shall receive an additional \$150.00 per month. Bus Drivers who work an intermittent schedule shall receive such pay on a pro-rata basis.

Section 9. - Career Development Advancement

When an employee attains the qualification for career development advancement within a classification, the employee may request career development advancement. Requests for career development advancement shall include proof of qualifications from an accredited or state certified institution. Requests shall be acted on in a timely manner and shall be granted at the beginning of the pay period following receipt of the completed request and documentation to enable verification of eligibility by Human Resources. In the event of a delay by Human Resources, payment shall be retroactive to the pay period following the completed request. The following page reflects the classification eligible for career advancement.

CLASSIFICATIONS ELIGIBLE FOR CAREER DEVELOPMENT ADVANCEMENT

Bus Driver	Inclusion Facilitator I, II, III
Bus Driver I	Lead Teacher
Case Management Specialist	Lead Teacher I, II
Case Management Specialist II	Office Clerk
Caseworker	Office Clerk I, II
Caseworker I, II	Outreach Partner/Home Visitor I, II
Family Service Worker	Home Base Teacher
Family Service Worker I, II	Home Base Teacher I, II
Maintenance Worker I, II	
Weatherization Specialist I, II	

Classifications may periodically be added by management to Career Development Advancement once appropriate education, certification and/or experience differentials are created and incorporated into job descriptions (Accountant I/Accountant II, Accounts Receivable Clerk I/Accounts Receivable Clerk II,

Section 10. - Maintenance Worker Career Progression and Call Back Pay

Maintenance Workers shall be budgeted at the II level. If hired at the I level, a Maintenance Worker will be eligible for career progression to the II level after three (3) years provided the Maintenance Worker has received satisfactory evaluations and has had no disciplinary action within the previous twelve month period.

Call back work is work required of an employee who, following completion of the Employees' work day and departure from the employee's work site, is ordered to report back to duty to perform necessary work.

To qualify for this call back provision, an employee in the classification of Maintenance Worker I or Maintenance Worker II and must leave the place from which the employee is called and actually report to a work site.

An employee, who is called back as defined above, shall receive a minimum of two (2) hours pay at the rate of time and one-half the regular rate of pay. An Employee who responds over the telephone (and is not required to report back to work) regarding work related issues shall be paid a minimum of one (1) hour at time and one half.

Mileage reimbursement will apply when performing on-call duties.

It is the understanding of the parties that there is no divisional property management incentive program or an all property all classification incentive program. If either party becomes aware of such a program it is agreed to incorporate that program into this agreement.

Section 11. - DUI Education and Certification Reimbursement

Any DUI employee who is required to obtain and maintain certification as a Substance Abuse Counselor will be reimbursed to a maximum of \$400 per two consecutive calendar years, to a maximum reimbursement of \$200 in the first calendar year, towards the costs of certification. Unused reimbursements in the first year may be carried over to second year upon written request. Employees must provide proof of successful certification and receipt of payment within (60) days of certification in order to receive reimbursement. Should a certification reimbursement request exceed \$200 in a calendar year, the remaining amount requested for reimbursement may be carried over to the following calendar year and paid at that time.

Section 12. - Continuing Education Incentive

A unit employee who has **not** exceeded the top step of their salary range, and obtains his/her initial certification, and/or earns a(n) Associate's, Bachelor's, Master's, or higher degree, while working for MAAC, that is not a minimum requirement of his/her job, a condition of employment, or required for Career Development Advancement, will receive a step increase. Employees who have reached or exceeded the top step of their salary range will receive an additional 2.5% differential based on the top step of his/her classification.

It is the intent of the parties to offer Career Development Advancement where applicable and a Continuing Education Incentive to those employees in classifications excluded from Career Development Advancement. An employee in a classification eligible for Career Development Advancement is eligible to receive a Continuing Education Incentive if his/her initial certification and/or Associate's, Bachelor's, Master's or higher degree is unrelated to their career advancement.

Section 13. - Safety Shoe Reimbursement

Once per year employees engaged in maintenance/construction activities may request reimbursement for up to \$150 for the purchase of safety shoes. Receipts are required for reimbursement.

Section 14. - Employee Assistance

- A. Management and the Union are jointly committed to maintenance of a workplace free of alcohol-abuse, drug-abuse and other illegal substance abuse.
- B. MAAC maintains a drug-free awareness program and periodically publishes a statement that notifies employees of the drug-free workplace policy. In compliance with the Drug-Free Workplace Act and attendant Federal Regulations, the parties agree that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace or during working hours and may result in disciplinary action up to and including dismissal.
- C. The Employee Assistance Program (EAP) \ shall incorporate the following provisions and features as they are available and agreed upon:

- Substance abuse counseling, rehabilitation and referral
- Medical Review
- Mental Health problems
- Financial difficulties
- Family/Marital crises
- Participation by dependents
- Voluntary participation
- Confidentiality

D. Participation in the Employee Assistance Program (EAP) may be offered to an employee as an alternative or to mitigate disciplinary action stemming from violation of the Drug Free Workplace Act. In such circumstances, participation in the EAP and compliance with the EAP recommendations, including medical appraisal and treatment, may be required by the Employer as a condition of continued employment.

E. When there is evidence of impaired performance, contract provisions related to Performance Review, discipline, grievance procedures and medical Reviews shall be retained and may apply to troubled employees.

ARTICLE 19. - PAY PERIODS AND PAYCHECKS

Employees shall be compensated according to the current practice of receiving paychecks every two weeks on Wednesday.

If any delay should occur, the Employer agrees to notify the Union as soon as such delay is anticipated. Each paycheck shall include a record of all deductions which shall be specifically indicated on the earnings statement. Each employee shall receive a written account of their accrued sick leave, comp time, accrued vacation time and usage of leaves and floating holiday which is provided on each pay stub.

Employees working under the provision of the Davis Bacon Act shall be paid weekly; checks will be issued each Friday.

Upon request of either the Union or the Employer, the Parties will meet and confer about implementation of alternate payroll schedules, electronic timekeeping/reporting and other ways to streamline timekeeping and payroll operations.

ARTICLE 20. - VACATION

It shall be the policy of the agency to grant vacation with pay for its regular part-time and full time employees.

Child Development and Charter School employees, who are assigned to work thirty-nine (39) weeks or less, and provide direct services to children and families, are provided paid time off in-lieu of vacation accruals for Winter Break and Spring Break; such employees must take the prescribed winter and spring break unless MAAC offers additional work during such time periods. Such paid time off shall be based upon the employee's regular schedule.

Child Development and Charter School employees who are assigned to work more than thirty-nine (39) weeks, may elect to receive either paid time off in-lieu of vacation accruals or elect to accrue vacation

throughout his/her work year. Such election may take place at the time of hire, within thirty (30) days of when employment status changes, on the first anniversary following date of hire, on the employee's fifth (5th) year anniversary, and every two (2) years after the employee's anniversary (year 7, 9, 11, etc.) of continuous employment (regularly scheduled annual lay-offs would not be considered a break in service or an employment status change). Any such election shall not cause the employer to incur additional costs to enable the employee to be paid during the scheduled Winter or Spring closure.

At the discretion of the Program Director, some positions/classifications that work more than thirty-nine (39) weeks/year would not be provided an option to take their winter/spring break at the same time as those employees who provide direct services to children. Such employees may be required to take an alternate schedule for winter/spring breaks (i.e. Maintenance, Clerical and other classifications). Vacation time will be granted based on program needs and seniority on a rotating basis when requests are made at the same time for the same dates.

Regardless of the above election, when assigned to work during the summer months of June, July and/or August, the employee will accrue vacation based on his/her years of service and regularly scheduled work time.

Section 1. - Maximum Accrual

Twenty (20) days is the maximum number of days that any employee can accrue in any one year of employment. Regular part-time employees will accumulate vacation time proportionate to the amount of time that they are regularly scheduled to work.

Employees, may "carry over" accrued vacation hours into the next contract year, subject to the maximum of one and one-half times their accrual rate (i.e. an employee who accrues twenty (20) days per year (160 hours) maximum bank of accrued hours could not exceed thirty (30) days (240 hours). Once an employee reached the maximum bank, the employee will cease to accrue until such time as his/her accrual is below the maximum.

Section 2. - Anniversary Date

An employee hired or re-hired by the Employer, with less than a six (6) month break in service, shall accrue vacation hours on the basis of their Anniversary date prior to being rehired.

Section 3. - Accrual Rate

The chart below indicates the accruals rate for a full time employee. Regular part-time employees will accrue vacation on a pro-rate basis according to their regularly scheduled hours.

<i>Years of Service</i>	<i>Days/Year</i>	<i>Hours/Year</i>	<i>Hours/Month</i>	<i>Maximum Bank</i>
1	12	96	8	144 hours
2	13	104	8.6666	156 hours
3	14	112	9.3333	168 hours
4	15	120	10	180 hours
5	16	128	10.6666	192 hours
6	17	136	11.3333	204 hours
7	18	144	12	216 hours
10	19	152	12.6666	228 hours
12	20	160	13.3333	240 hours

Section 4. - Holiday During Vacation

If a holiday falls during an employee's vacation, that day shall not be charged against their vacation balance.

Section 5. - Vacation Payoff at Termination

Employees who are terminated shall receive accrued, but unused, vacation pay in their final pay.

Section 6. - Use of Vacation

The Employer may require an employee to use his/her Vacation accruals for those periods when a program is not offered, such as Winter Break and Spring Break. If the employee has elected to accrue vacation, and does not have enough vacation available for the closure period, such time off may be unpaid.

For periods other than site closures or when a program is not offered, vacations will be scheduled by mutual agreement of the employee and the employer. Employees will not be required to use more than 50% of their earned vacation due to seasonal lulls or short-term program closures. When short-term closures would cause an employee to use more than 50% of their earned vacation, the employee will be offered work at an alternate location whenever possible.

The Employee will not be required to use accrued vacation in the event of an unexpected site closure. If the Employer receives reimbursement for the period of time when a program is not offered, or a site is closed, the Employee shall be reimbursed for such vacation time used or paid for such period of time off without pay.

Employees shall request vacation in advance and shall provide the Employer a minimum of seven (7) days advance notice, unless an emergency situation occurs.

Section 7. - Use of Vacation During Probation

Vacation (Annual Leave) is accrued from the date of hire. Vacation may be taken during a probationary work period upon the approval of the employee's supervisor.

ARTICLE 21. - SICK LEAVE

It is vital to MAAC for all employees to have reliable attendance. Absenteeism and tardiness negatively impact MAAC's ability to effectively provide services. It is important that employees adhere to established work schedules, and utilize sick leave only for its intended purpose, to ensure and maintain efficient, effective operations throughout the agency.

Section 1. - Definition

Illness, for the purpose of this Article, is defined as any pronounced deviation from a normal, healthy state which makes it disadvantageous to the Employer and/or detrimental to the employee for them to be at work. Employees may use sick leave to care for themselves, or any member of the immediate family. Such care includes but is not limited to:

1. Emergency or non-emergency medical or dental care
2. Travel to and from health care facilities
3. Recuperation time at home
4. Psychological treatment

5. Specified purposes for domestic violence, sexual assault or stalking victims

Paid sick leave is an employee benefit conceived as a measure against temporary disability or illness. All payments for sick leave shall be made at the employee's current rate of pay, which the employee would have received had they worked their regular schedule that day, if there is leave accumulated to cover time of sickness. Borrowing or advancing sick leave hours is not permitted.

Section 2. - Accrual Rate

Full-time employees shall accrue sick leave at the rate of 8.666 hours per month. Eligible part-time employees shall accrue sick leave on a pro-rata basis based on hours worked. Sick leave shall be accumulated during an employee's probationary period and may be utilized by an employee during the probationary period if there is leave accumulated to cover the time of sickness. Sick leave shall be cumulative up to a maximum of one hundred and twenty (120) days.

Section 3. - Sick Leave Verification

Employees absent more than three (3) consecutive days due to illness may be required to submit a proof of illness certificate issued by an appropriate professional. Such certification shall identify when the employee was seen and treated.

Sick leave verification for a lesser period of time may be requested only if the employee has been disciplined for sick leave abuse or misuse within the last three (3) months.

No employee shall be harassed, admonished, reprimanded or in any way disciplined for the legitimate use of full paid sick leave.

Section 4. - Benefit Integration

If an employee is eligible for State Disability Insurance benefits (SDI), or another Federal or State program that permits integration, upon the written request of the employee, the Employer shall reduce paid sick leave by the amount of SDI benefits so that combined SDI pay and sick leave pay equal normal straight-time salary.

The reduced amount of sick leave payment shall then be charged against the employee's accrued sick leave.

If an employee is eligible for Worker's Compensation benefits, the same method of integration with Employer-paid sick leave shall apply. The provisions of this paragraph are contingent upon approval of the Employer's insurance carrier.

Section 5. - Notice of Absence

If an employee is eligible to take sick leave, the employee shall notify their supervisor (or designated manager), via phone, e-mail, or text message, a minimum of sixty (60) minutes prior to the scheduled starting time, excluding emergency situations only. If the supervisor (or designated manager) does not answer the Employee's phone call, the Employee shall leave a voice message.

Section 6. - Sick Leave Limitations

Payment shall not be given for unused sick leave upon termination of employment. The use of sick leave is limited to those activities described in Section 1 of this Article. An employee shall not be permitted to utilize sick leave for the purpose of engaging in gainful employment, nor to attend school,

while absent because of illness or injury if it is in conflict with the purposes or interests of the Employer.

During hours of paid sick leave, any outside employment must be approved in writing by the President/CEO or his/her designee.

Section 7. - Good Attendance Incentive

Employees who demonstrate perfect attendance for each regularly scheduled work day of the month will receive a \$30 cash incentive award for each full month of perfect attendance. One or more full days of absence shall be considered a break in perfect attendance for the month, excluding approved vacation and floating holidays.

Section 8. - Catastrophic Leave

The Catastrophic Leave Donation Program is a voluntary leave donation program that provides a means to assist employees who experience a catastrophic event and have exhausted their paid leave benefits.

The Catastrophic Leave Donation Program allows for the voluntary donation of accrued leave from one employee to another employee.

It is expected that employees will exhibit good stewardship over their sick leave and vacation accruals by maintaining adequate balances if extended time away from work ever becomes necessary. However, the Employer realizes that a situation may arise in which an employee may experience a catastrophic event and has exhausted his or her paid leave benefits.

This program is not an additional leave entitlement or benefit, but rather a means of allowing employees to assist colleagues in need.

A **catastrophic event** is an extremely severe health-related situation necessitating an employee's absence from work for an extended period of time. These events are one's own terminal, life-threatening, or other grave illness/injury, or an immediate family member's terminal, life-threatening, or other grave illness/injury.

At the option of the employee, he/she may contribute up to ten (10) eight (8) hour days to another employee with two or more weeks of unpaid hours due to a catastrophic event. The receiving employee must make an official written request (includes email requests) to his/her immediate supervisor or Human Resources if he/she would like to be considered for Catastrophic Leave donations. The supervisor, or Human Resources, shall have seven (7) calendar days, after receipt of the written request, to respond to the employee's request in writing. If catastrophic leave is denied the supervisor, or Human Resources, shall provide his/her reasoning.

A contributing employee must have a remaining balance of at least eighty (80) hours of sick and/or annual leave. The contributed hours are on an hour-to-hour basis and are not recoverable except through the monthly accrual process. Hours will be used on a first-in/first-out basis. Donations utilized will appear as deductions on an employees pay stub.

ARTICLE 22. - BEREAVEMENT LEAVE

When a death occurs in the immediate family of an employee, she/he shall be entitled to a leave of absence with pay of up to five (5) working days on which s/he is regularly scheduled to work. Such leave shall be paid in an amount that is equivalent to the scheduled work hours of the employee. Immediate

family is defined as spouse, domestic partner, sister, brother, child, mother, mother-in-law, father, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and grandparents. Unrelated persons who held the effective role of the above shall be deemed an alternate for the purpose of this section; for example, step-child or foster parent, and any close person if living in the same household. The employer reserves the right to ascertain proof of death (i.e., obituary notice/ memorial service card) no later than thirty (30) calendar days after return. The employee can submit proof by uploading through the current timekeeping system or by submitting in person to Human Resources. In the event proof is not submitted, the Employer will notify the employee that a payroll adjustment will be made for the overpayment by reducing leave balances and/or gross pay.

ARTICLE 23. - UNION/MANAGEMENT COMMITTEE

The Union/Management Committee will consist of 3 representatives of the Union and 3 representatives of Management, selected by their respective sides. The meetings shall take place every other month during the hours of 8:00 a.m. to 5:00 p.m. Additional meetings may be requested as needed by either party. Additional representatives may be invited by mutual agreement as required by the agenda. Union/Management meetings may be cancelled by mutual agreement.

The Union/Management meetings shall be calendared every other month and will be published in the Child Development Master Calendar and as needed for other programs.

The Committee shall discuss matters of mutual interest to both bargaining unit employees and the Employer, including but not limited to benefits, job classifications and job requirements, interview panel list, staffing unfilled positions, health and safety matters, workload and coverage standards.

The meeting is intended to be a “problem solving” type meeting where the parties engage in discussion and all items presented shall have adequate explanations and shall be of concern to more than one represented employee. The Union and Management should be prepared to disclose relevant information to enable discussion and locations of any individuals affected.

Both parties shall notify each other five (5) working days in advance of the meeting of its topics and the Union shall indicate the unit members requiring release time.

ARTICLE 24. - WORKLOAD

With the understanding that Funding Agreements may cause problems, MAAC will continually endeavor to distribute the workload as equitably as possible and to adequately staff programs.

When requests are made, a Union-Management sub-committee will meet in each program to make recommendations for resolution of workload problems such as caseload size and/or class size limitations to the Union-Management Committee. The Union-Management Committee will consider the recommendations of the sub-committee.

Section 1. - Staffing Shortages

In the event of staffing shortages, supervisors and/or managers shall prioritize the work and make accommodations after communicating with affected employees.

During staffing shortages impacted employees shall not be negatively evaluated or disciplined for timeliness, or volume of work performed.

MAAC will continue its enhanced recruitment efforts including periodic Saturday job fairs, billboard advertising and website advertising until such time as its staffing shortage is resolved and/or funding is not available. The parties will meet in December of each year of this contract to review progress in MAAC's recruitment efforts.

Section 2. - Employee Recruitment Assistance Program (ERAP)

In order to promote recruitment of job applicants by incumbents, for the term of this Agreement, MAAC will make available "ERAP" payments for designated classifications. ERAP eligibility will be determined by the employer for all Union classifications.

When a newly hired employee lists an incumbent employee on a job application as being responsible for recruiting him/her, the incumbent employee will receive a \$100.00 payment following the regular hiring of the new employee, and an additional \$150.00 payment following the completion of a probationary period. ERAP payments will be made at appropriate times when a temporary employee becomes regular and then completes the probationary period if the original employment application lists an incumbent employee.

Section 3. - Family Service Worker Caseloads and Staffing/Family Service Advocate Caseloads and Staffing

Staffing of Family Service Workers (FSW) will provide for caseloads of 36 to 40 families. In order to ensure high quality service to families the maximum caseload for the classification of Family Service Workers shall be 48 families. Staffing of Family Service Advocates (FSA) will provide for a caseload of up to 60 families.

This caseload restriction is not applicable to FSW/FSA's assigned to FCCP's. In the event the Employer determines it is necessary to assign more than either of the maximum caseloads listed above (FSW48/FSA60), MAAC will notify the Union and will meet and confer upon request of the Union. MAAC will make its best efforts to assign FSW/FSA's to as few sites as possible given the caseload assignments listed above.

Section 4. - Dedicated Time for Education Staff

The Employer recognizes that teachers and co-teachers have requirements that cannot be accomplished during class time. In support of this the Employer will continue providing an average of two (2) days per month without student attendance, and will reserve at least one full day per month or ten days per school year when teachers and co-teachers have no meeting or training requirements outside of their center.

In the event that meeting or training requirements reduce an employee's dedicated time, the employee shall be able to request overtime to meet their work requirements/deadlines and shall not be unreasonably denied.

ARTICLE 25. - MILEAGE

Employees shall be reimbursed, at the IRS maximum allowable rate for all mileage incurred on Employer business. To obtain reimbursement, proof of current active auto insurance, naming the employee as the insured, must be submitted with each request for reimbursement.

When an employee is assigned to work at a location other than their assigned location (such as travel to

a conference) , if the distance between residence and assigned worksite is greater than the distance between residence and home station, the mileage reimbursed will be the difference between these two distances. When the distance between residence and home station is less than the distance between residence and home station, there will be no reimbursement for mileage.

An individual who is assigned to a “floater” position is not eligible for mileage reimbursement unless reassigned during their workday.

ARTICLE 26. - HOLIDAYS

Section 1. - Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays along with any other day proclaimed by the President of the United States or the Governor of the State of California.

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Cesar Chavez Day	Day after Thanksgiving
Memorial Day	Christmas

Employees shall receive a floating holiday to be credited effective January 1 of each year and to be utilized during the year ending December 31 or it shall be forfeited. The floating holiday is not payable on termination and shall be requested by the same procedures as vacation leave.

Employees may be excused from work when it is consistent with religious, local, or national business practices, without compensation in addition to the above paid holidays. This leave requires ten (10) days advance notice.

Section 2. - Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

- A. The employee would have been scheduled to work on such day; or
- B. The employee worked their last scheduled workday before and after the holiday unless excused by the Employer, or is absent for any reasonable purpose in each case. Reasonable purpose shall include illness. If a holiday is observed on an employee's vacation, that day shall not be charged against the vacation balance.
- C. Limited Term employees in the Head Start Program on layoff shall be paid for the Labor Day Holiday.

Section 3. - Holiday Pay

Eligible employees who work or do not work on a holiday shall be paid at their regular rate of pay for the scheduled holiday.

Section 4. - Holiday Work

If an employee is authorized to work and does so on any of the holidays listed, they shall, at the employee's option, be entitled to one and one-half (1-1/2) times their regular rate of pay or compensatory time off per hour worked.

Section 5. - Holiday Pay on Termination

An employee who is terminating employment and whose last day is the day before a paid holiday shall not be paid for that holiday.

ARTICLE 27. - ANNUAL PHYSICAL

The Employer shall bear the full cost of any physical exam which shall be required by the Employer as a condition of employment or of continued employment.

The employee shall make all reasonable efforts to provide such physical exam under their health insurance plan. The Union recognizes that it is the responsibility of the employee to attend scheduled physicals at a mutually reasonable time, precluding any emergencies.

In the event there are legislative changes that eliminate or impact an employee's ability to receive a no-cost physical exam, as a part of their health insurance, the parties will meet and confer on this Article.

ARTICLE 28. - HEALTH AND SAFETY

Section 1. - Responsibilities

The Employer will provide a safe workplace, and will comply with applicable Federal and California laws and regulations relating to occupational safety and health. The employer will make adjustments in its workplaces and/or employee duties when necessary to eliminate unsafe conditions. Likewise, it is the duty of each employee to comply with all health and safety regulations of the Employer. In the event any safety or health hazard is detected, it shall be promptly reported in writing to the Employer. Should accidents, unsafe, or unhealthy working conditions occur, however, a prime consideration will be the welfare and comfort of the injured or effected employee(s). It is further recognized that each employee has a primary responsibility for their own safety and the obligation to report every injury or accident to their supervisor, no matter how slight.

Section 2. - Worker's Compensation

When an employee is injured on the job there shall be no deduction from the employee's pay for the day on which the employee was injured and reported for care. Additional time off required as a result of the injury will be first charged against any unused, available leave, but in no event shall the injured employee suffer loss of pay for any portion of the waiting period prior to the initial wage-loss benefit payment by the Worker's Compensation Insurance Carrier. When the injured employee returns to work, but requires additional medical treatment as a result of the same injury, they shall make every effort to schedule subsequent medical appointments at such time of the day as to be least disruptive to the performance of duties.

ARTICLE 29. - LEAVES OF ABSENCE

Regular employees are eligible to apply for a leave of absence. Leave approval is contingent on the status of the contract between the Employer and the funding source under which the requesting employee works. All leave requests must have the approval of the President/CEO or his/her designee.

Section 1. - Procedure

Requests for a leave of absence shall be submitted on forms available in the Human Resources Department to the immediate supervisor four (4) weeks in advance, excluding emergency situations, to

accommodate workload. The request shall state the reason the leave of absence is being requested and the length of time off desired. Requests for a leave of absence shall be answered within two (2) weeks of their submission. If a request is denied, management shall provide a written justification for the denial.

Section 2. - Personal Leave of Absence

After completion of one (1) year of employment with MAAC, an employee may be granted a Personal Leave of Absence without pay. An employee may utilize Annual Leave (vacation time) should he/she request to do so and banked time is available. The period of absence shall not exceed six (6) months.

Section 3. - Education Leave

After completing one (1) year of employment with MAAC, an employee may be granted a leave of absence for educational purposes without pay. The period shall not exceed one (1) year. Verification of attendance and completion of course work is required for reinstatement. If the employee has Annual Leave (vacation time) available, such time must be utilized prior to the leave becoming unpaid.

Section 4. - Career Development Leave

- A. All regular full-time employees who do not hold a college Master's Degree shall be eligible for release time to enroll in a college class subject to the following:
1. Regular full-time employees shall be allowed up to four (4) hours per week, including travel time, for the duration of the class.
 2. Regular part-time employees shall be allowed release time as per full-time employees but with the time pro-rated according to the number of hours in the basic daily assignment (i.e., one-half (1/2) time employees are eligible for up to two (2) hours per week).
 3. Mileage to or from class will not be allowed as an agency expense.
 4. Written request for release time and/or funds, stating intent to participate in this program, must be given to the immediate supervisor at least two (2) weeks prior to start of class(es) and must have the approval of the supervisor and the President/CEO, or his/her designee.
 5. All employees shall show intent of enrollment to request Career Development Leave; evidence of enrollment may be required to participate.
 6. Course shall be job-related.
 7. All employees who participate in this program must submit a passing grade card or transcript upon completion of each class. Grades must be submitted before reapplying for this program.
 8. Any employee who fails to submit grades or to complete a class must repay any moneys claimed for reimbursement for that class; except in extenuating circumstances.
 9. An employee who fails to achieve a passing grade (grade of "C" or better) in any class will be ineligible for release time for nine (9) months following receipt of failing grade.
 10. The agency will not pay for an employee to repeat a class in which they have not received

a passing grade (“C” or better).

11. If an employee withdraws from the class, the supervisor must be notified within forty eight hours, excluding emergency situations.

- B. The determination as to when and whether an employee is granted this leave shall be made by the President/CEO or his/her designee; however, such approval shall not be unreasonably withheld.

Education Leave may be denied in the event a program and/or location is not adequately staffed to cover the absence of an employee to attend class during the regularly scheduled work day. Previously approved Education Leave shall not be denied should the employee be required to attend class due to a test.

Request for such leave will be submitted in the manner prescribed by the Employer.

- C. An employee who does not hold a Bachelor’s degree and those in the Child Development Program who do not hold an Early Childhood degree or the appropriate Permit for the classification they hold, may be given first priority for career development leave release time. Release time will be granted based on program needs and seniority on a rotating basis. Requests may be denied if any of the following are pertinent:

1. Has already completed a Master’s degree
2. Classes are offered in the evening or weekend
3. Has not shown proof of enrollment/completion for prior classes taken on release time with a grade of “C” or above.

- D. Online courses shall not be the sole basis for a rejection of Career Development Leave. The Agency shall not deny Career Development Leave because a class is available at another college or university.

- E. In the event an employee is rejected for Career Development Leave, the employee may request a meeting to discuss the rejection with his/her immediate supervisor and Human Resources; attendance of a Union Representative is allowed.

- F. DUI Counselors shall be eligible for Career Development Leave. DUI Counselors who are required to obtain annual continuing education classes to obtain or maintain certification shall be granted release time based on program needs and seniority on a rotating basis. All components of Section 4 shall be applicable to DUI Counselors.

Section 5. - National Leave

Leaves of absence without pay shall be granted employees who 1) are required to enter military services; 2) are engaged in alternative services; 3) are serving as volunteers in Peace Corps, VISTA, or other similar programs.

Section 6. - Extension of Leave Without Pay

The President/CEO, or his/her designee, may grant or extend leaves of absence without pay for other special purposes or unusual circumstances.

Section 7. - Reinstatement Following Leaves

Employees covered under Section 3, 5, 6, will be reinstated to their former or a similar classification as positions become available, on the basis of seniority, and upon notice of the employee's availability to the President/CEO or his/her designee.

Section 8. - Disability Leave

An employee shall be granted disability leave at the employee's request and with medical verification in accordance with State and Federal laws. Extension of disability leave may be granted if requested in writing two weeks prior to the end of the approved leave with medical verification, and if approved in writing by the President/CEO or his/her designee.

Section 9. - Parental Leave

The Employer agrees to grant up to six (6) months of unpaid leave for purposes of parental leave upon written request. Parental leave may be used upon the birth or adoption of a child/children. Earned vacation and sick leave (if available and utilization is in accordance with Article 21 – Sick Leave) shall be available for use upon request by an employee for purposes of this Article. Extension of maternity leave may be granted if requested in writing two weeks prior to the end of the approved leave, and if approved in writing by the President/CEO or his/her designee.

Section 10. - Childbirth Leave

An employee who becomes a parent (male/female) shall be eligible for up to three (3) days of childbirth leave with pay, where allowed by funding source.

Section 11. - Jury Duty

Employees shall be granted a leave of absence with pay if they are required to report for jury duty or jury services, and the employee shall reimburse the Employer in the amount of the per diem compensation received for the performance of such duty. The employee's immediate supervisor must receive a copy of the jury summons before the leave is taken. Employees are required to report for work when they are excused from appearing.

Employees who are summoned for jury duty more than once in a three year period may choose to serve, but the leave will be unpaid.

Section 12. - Civic Duty

Employees required to appear before a court on any matter not related to their work or in which they are not personally involved as a plaintiff or defendant may be granted a leave of absence with pay, and the employee shall reimburse the Employer up to their regular rate of pay the amount of the compensation received from the County or person or party requiring their appearance exclusive of mileage reimbursement.

Section 13. - Military Training

Members of the Reserve Corps, including Naval Reserve and National Guard, shall be entitled to leaves of absence from their respective positions without loss of pay, time or efficiency rating on all days during which they are ordered to duty with troops or on field exercise or for instruction not to exceed fifteen (15) days in any one calendar year. Employees may have the option to receive whichever compensation is higher during this period, but may not receive dual compensation.

Section 14. - Family Medical Leave (FMLA and CFRA)

FMLA and/or CFRA leave entitles an employee to an unpaid leave of absence due to the employee's own serious health condition, or to care for an eligible family member.

The combined maximum provisions (when applicable) of the Federal and State of California Family and Medical Leave Acts (FMLA/CFRA) will be used to provide coverage for Family and Medical Leave to eligible MAAC employees. Qualifying conditions for leave shall be determined by the eligibility criteria outlined in FMLA and/or CFRA. The conditions of this leave will incorporate the most favorable provisions of the federal and state "Family and Medical Leave Acts."

During a FMLA/CFRA leave, the employee may utilize his/her available Sick Leave and/or Annual Leave to be paid, or to coordinate with SDI or Workers' Compensation benefits. The employer will continue its contribution to health insurance provided the employee was enrolled prior to commencement of the leave. In order to maintain health insurance coverage during this leave, employees are required to pay timely the employee's portion of the premium, if any, either through payroll deduction or by paying the employer's Human Resources office directly.

The employee will be required (consistent with Federal and State regulations) to provide verification of the need for family care leave or medical leave from their own health care provider or from the health care provider of the spouse, child, or parent.

Upon ratification of this agreement, MAAC and SEIU will meet and confer to establish a detailed policy and procedure for all Federal and State mandated leave to enable clear communication to employees of all lawful requirements.

Section 15. - Pregnancy Disability Leave

MAAC shall grant Pregnancy Disability Leave, in accordance with State and Federal laws, to an employee who has medical needs related to pregnancy, childbirth or a related condition.

Section 16. - Other Leaves

Any additional laws applicable to the Employer shall be implemented.

Section 17. - Professional Conferences

Employees may, with the Employer's approval, attend professional conferences and training institutes without loss of pay and expenses paid within budgetary limitations and funding source approval.

For the Child Development Program – Mandatory conference attendance at a conference that occurs on an employee's regularly scheduled day off may be eligible for overtime payment for conference attendance per Article 10 – Overtime.

Section 18. - Voting

MAAC shall comply with all applicable laws in allowing employees to vote.

Section 19. - Job Abandonment

Job Abandonment is a "No Call/No Show" (failure to work) for three (3) consecutive work days. Employees who are absent from work for three (3) consecutive work days without notice and/or

documentation of the need for leave, or an employee fails to return from a leave of absence, shall be considered to have abandoned his/her job with MAAC. Job abandonment shall be considered a voluntary resignation. The utilization of this provision shall not apply in cases of emergency such that the employee could not in any reasonable capacity notify the Employer, provided the employee can provide adequate documentation of exigent circumstances for the absence within 30 (thirty) days of first day of absence.

ARTICLE 30. - NEW EDUCATIONAL REQUIREMENTS

Section 1.

Employees eligible for Educational Leave (Article 29, Section 3) and/or Career Development Leave (Article 29, Section 4) shall have first priority to be granted leave if new educational requirements are established.

Section 2.

Incumbent employees shall be grandfathered in their current positions and classifications unless mandated otherwise by the appropriate funding agency. Incumbent employees, who attain new educational qualifications required in serial classification, shall have first opportunity for specific job openings prior to the hiring of new employees.

In the event an employee does not have, or does not meet, the new educational requirements of the classification they hold, prior to the beginning of the school year in which the new requirements take place, said employee shall be terminated or demoted.

Section 3.

The employer will notify the Union of changes in educational requirements within ten (10) days of receiving notice from the regulatory agency.

ARTICLE 32. - CONFORMITY TO LAW AND SAVINGS CLAUSE

If any portion of this Agreement is or shall at any time be contrary to law, ordinances or regulations, then such provision shall not be applicable, performed or enforced except to the extent permitted by law, ordinances or regulations. If any provision of this Agreement is found to be in conflict with federal, state or local governmental laws, ordinances or regulations, the remaining provisions of this Agreement shall remain in full force and effect.

It is further agreed that the parties will enter negotiations for correction of any illegal or unenforceable provision(s) of this Agreement.

In the event that funding reductions or limitations require a review and discussion of negotiated wages and benefits, both parties agree to meet and resolve the problem.

The employer will provide notification and specific information to the Union as soon as possible when funding reductions and limitations could impact negotiated wages and benefits. In such a situation the employer will provide information no later than 45 days prior to a scheduled wage or benefit increase, contract expiration, or wage or benefit reopener, whichever is earlier.

ARTICLE 33. - NO STRIKE OR LOCKOUT

Section 1. - No Strike

During the term of this Agreement or any extension hereof, neither the Union, its members nor any employee covered by this Agreement will call, sanction or participate in any strike, stoppage of work, slowdown or interruption of the function of the Employer, whether or not the cause thereof is subject to arbitration. If such action occurs, the Union shall make a reasonable effort (oral and/or written notices) to terminate such action. Any employee engaged in such action shall not be entitled to any benefits that occur or accrue during that term and shall be subject to discipline or discharge at Employer's sole discretion.

Section 2. - No Lockout

During the term of this Agreement, or any extension thereof, the Employer will not commence nor continue a lockout of its employees.

Section 3. - Remedies for Violations

The Employer and the Union shall have the right to full judicial relief, including injunctive relief, for the violation of this Article.

ARTICLE 34. - DURATION OF AGREEMENT

Section 1. - Term of Agreement

This Agreement will become effective as of the date of ratification by SEIU membership and approval of the MAAC Board of Directors through and including, June 30, 2018 and shall be automatically renewed from year to year thereafter, unless either party serves notice on the other in writing at least ninety (90) days prior to June 30, 2018 or any subsequent anniversary date, of its desire to terminate or modify this Agreement. The parties shall be permitted all legal and economic recourse to support their respective positions with regard to negotiations concerning economic items. The parties agree to observe all laws and regulations then in force concerning the initiation of economic action to support their respective positions.

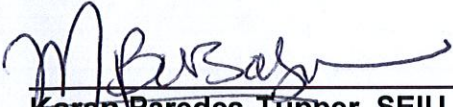
Section 2. - Modification

If, during its term, the parties hereto shall mutually agree to modify, amend or alter the provisions of this Agreement in any respect, any such changes will be effective only if and when reduced to writing and approved by the authorized representatives of the Employer and the Union. Any such changes validly made shall become a part of this Agreement and subject to its term and automatic renewal or termination.

In witness hereof, the parties hereto have set their hand this 1st day of December, 2018.

FOR THE UNION:


FOR THE EMPLOYER:



Karen Paredes-Tupper, SEIU
Michelle Burszian



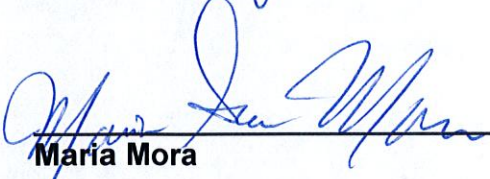
Arlene Gibbs, CHRO



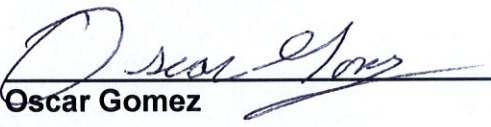
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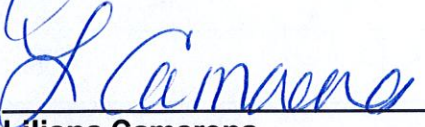
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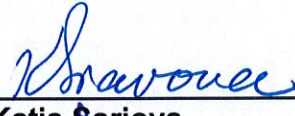
Maria Mora



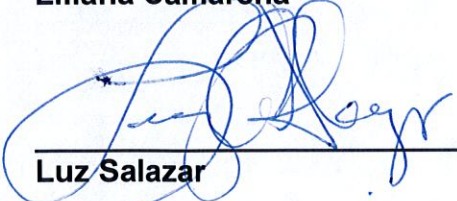
Oscar Gomez



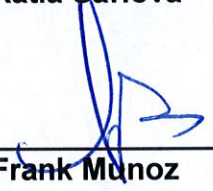
Liliana Camarena



Katia Sariova



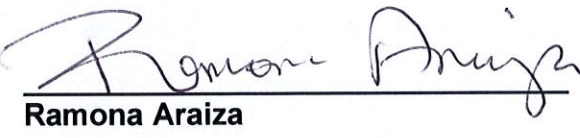
Luz Salazar



Frank Munoz



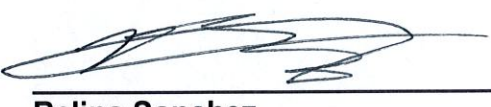
Diana Rojano




Ramona Araiza



Jennie Golem



Belina Sanchez



Amy Miller

APPENDIX “A 1”

UNION SALARY SCHEDULE AS OF 11/1/18

<i>Classification</i>	1	2	3	4	5	6	7	8
Account Assistant	12.72	13.03	13.36	13.70	14.04	14.38	14.75	15.11
Accountant I	17.87	18.31	18.77	19.24	19.73	20.22	20.73	21.24
Accountant II	23.36	23.94	24.53	25.15	25.78	26.43	27.08	27.76
Accounts Payable Technician	14.74	15.11	15.49	15.87	16.27	16.68	17.10	17.52
Accounts Receivable Clerk	12.19	12.49	12.80	13.12	13.45	13.78	14.13	14.49
Accounts Technician I	12.72	13.03	13.36	13.70	14.04	14.38	14.75	15.11
Accounts Technician II	14.00	14.34	14.71	15.07	15.44	15.83	16.23	16.64
Administrative Assistant/ETO	15.09	15.46	15.85	16.24	16.65	17.07	17.49	17.93
Admin Assist General Admin/Food Service	14.76	15.12	15.50	15.89	16.29	16.69	17.11	17.53
Administrative Assistant/Registrar	14.76	15.12	15.50	15.89	16.29	16.69	17.11	17.53
Assistant Project Manager	16.83	17.25	17.68	18.13	18.57	19.04	19.52	20.01
Associate Teacher					15.00	15.38	15.76	16.16
Associate Teacher Floater					15.00	15.38	15.76	16.16
Associate Teacher EHS					15.00	15.38	15.76	16.16
Associate Teacher Floater EHS					15.00	15.38	15.76	16.16
Attendance & Assessment Technician	17.97	18.43	18.89	19.35	19.84	20.34	20.84	21.37
Behavior Support Specialist	17.99	18.44	18.90	19.38	19.86	20.36	20.87	21.38
Bus Driver	16.25	16.65	17.07	17.50	17.94	18.38	18.85	19.31
Bus Driver Floater	16.25	16.65	17.07	17.50	17.94	18.38	18.85	19.31
Bus Driver I	17.04	17.47	17.90	18.35	18.82	19.28	19.76	20.26
Case Management Specialist I	17.97	18.43	18.89	19.35	19.84	20.34	20.84	21.37
Case Management Specialist II	23.36	23.94	24.53	25.15	25.78	26.43	27.08	27.76
Case Worker I				12.19	12.49	12.80	13.12	13.46
Case Worker II	13.64	13.99	14.34	14.70	15.07	15.44	15.83	16.22
Certified Alcohol & Drug Counselor I	16.45	16.87	17.31	17.75	18.19	18.65	19.11	19.59
Certified Alcohol & Drug Counselor I - Floater	16.45	16.87	17.31	17.75	18.19	18.65	19.11	19.59
with /BA or Educator Experience	17.27	17.72	18.17	18.64	19.10	19.58	20.07	20.57
with /BA or Educator Experience - Floater	17.27	17.72	18.17	18.64	19.10	19.58	20.07	20.57
Certified Alcohol & Drug Counselor II	17.61	18.06	18.53	19.00	19.48	19.96	20.46	20.97
with /BA or Educator Experience	18.49	18.96	19.45	19.95	20.45	20.96	21.48	22.02
with /BA or Educator Experience - Floater	18.49	18.96	19.45	19.95	20.45	20.96	21.48	22.02
Cook	12.29	12.59	12.90	13.23	13.56	13.90	14.25	14.60
Cook Aide					12.29	12.59	12.91	13.23
Data Coordination Specialist	19.06	19.54	20.03	20.53	21.04	21.57	22.11	22.66
Data Entry Technician	16.20	16.61	17.02	17.45	17.89	18.34	18.79	19.26
Disabilities Support Specialist	17.99	18.44	18.90	19.38	19.86	20.36	20.87	21.38

Early Childhood Ed Program Specialist	19.80	20.29	20.80	21.32	21.85	22.40	22.96	23.53
Eligibility Technician	17.66	18.09	18.55	19.02	19.49	19.98	20.48	20.99
Energy Conservation Specialist	13.59	13.94	14.28	14.64	15.01	15.38	15.77	16.16
Enrollment Counselor	14.03	14.38	14.75	15.11	15.50	15.88	16.28	16.68
Facility Technician Assistant	16.84	17.27	17.69	18.14	18.59	19.06	19.54	20.02
Facility Technician	20.98	21.51	22.05	22.60	23.16	23.74	24.33	24.94
Family Partner	16.08	16.48	16.89	17.32	17.76	18.20	18.65	19.12
Family Service Advocate	14.91	15.29	15.67	16.07	16.47	16.88	17.30	17.73
Family Service Worker						12.05	12.35	12.66
Family Service Worker I	12.64	12.95	13.27	13.61	13.95	14.30	14.66	15.02
Family Service Worker II	13.92	14.28	14.63	14.99	15.37	15.76	16.15	16.56
FCCP Specialist	19.80	20.29	20.80	21.32	21.85	22.40	22.96	23.53
Fiscal Analyst	18.55	19.02	19.49	19.98	20.49	21.00	21.52	22.05
General Aide/Helper I					12.07	12.38	12.69	13.01
Glass/WX Specialist	16.83	17.25	17.68	18.13	18.57	19.04	19.52	20.01
Home Assessment Specialist	13.53	13.86	14.22	14.57	14.93	15.31	15.69	16.08
Home Base Teacher	13.53	13.88	14.22	14.58	14.94	15.31	15.69	16.09
Home Base Teacher I	14.89	15.27	15.65	16.04	16.44	16.86	17.28	17.71
Home Base Teacher II	16.38	16.79	17.22	17.65	18.09	18.53	19.00	19.47
Inclusion Facilitator I	15.67	16.06	16.46	16.87	17.29	17.72	18.17	18.62
Inclusion Facilitator II	16.83	17.25	17.68	18.12	18.58	19.04	19.52	20.00
Inclusion Facilitator III	17.99	18.44	18.90	19.38	19.86	20.36	20.87	21.38
Instructional Assistant	12.89	13.21	13.54	13.88	14.23	14.58	14.94	15.32
Instructional Assistant Special Education	14.00	14.34	14.71	15.07	15.44	15.83	16.23	16.64
Intake/Outreach Worker			12.00	12.30	12.62	12.93	13.25	13.58
Kitchen Aide		12.24	12.55	12.86	13.19	13.52	13.85	14.19
Lead Bus Driver	17.43	17.86	18.31	18.76	19.24	19.72	20.20	20.71
Lead Family Service Worker	15.33	15.70	16.09	16.50	16.91	17.33	17.77	18.21
Lead Home Base Teacher	16.77	17.19	17.63	18.06	18.51	18.98	19.45	19.94
Lead Parent Involvement Aide	15.04	15.41	15.79	16.20	16.60	17.01	17.44	17.87
Lead Teacher					15.89	16.29	16.69	17.11
Lead Teacher EHS					15.89	16.29	16.69	17.11
Lead Teacher Floater					15.89	16.29	16.69	17.11
Lead Teacher EHS Floater					15.89	16.29	16.69	17.11
Lead Teacher I					17.47	17.91	18.36	18.82
Lead Teacher I EHS					17.47	17.91	18.36	18.82
Lead Teacher I Floater					17.47	17.91	18.36	18.82
Lead Teacher I EHS Floater					17.47	17.91	18.36	18.82
Lead Teacher II					19.22	19.70	20.19	20.69
Lead Teacher II EHS					19.22	19.70	20.19	20.69

Lead Teacher II Floater					19.22	19.70	20.19	20.69
Lead Teacher II EHS Floater					19.22	19.70	20.19	20.69
Leasing Agent	15.36	15.76	16.16	16.58	17.00	17.43	17.86	18.31
Maintenance Worker I	14.68	15.06	15.43	15.82	16.21	16.62	17.04	17.46
Maintenance Worker II	19.58	20.07	20.58	21.09	21.62	22.16	22.71	23.29
Mental Health Counselor	23.36	23.94	24.53	25.15	25.78	26.43	27.08	27.76
Mentor Teacher					19.68	20.17	20.67	21.19
Mentor Teacher EHS					19.68	20.17	20.67	21.19
Occupational Skills Trainer	17.33	17.75	18.20	18.66	19.13	19.60	20.09	20.59
Office Clerk I			12.20	12.50	12.81	13.14	13.47	13.80
Office Clerk II	12.19	12.49	12.80	13.12	13.45	13.78	14.13	14.49
Parent Involvement Aide	12.96	13.28	13.62	13.96	14.31	14.66	15.03	15.40
Prenatal Home Visitor	16.08	16.48	16.89	17.32	17.76	18.20	18.65	19.12
Program Administrative Analyst	17.47	17.92	18.36	18.82	19.29	19.77	20.27	20.78
Program Aide		12.24	12.55	12.86	13.19	13.52	13.85	14.19
Program Assistant	13.52	13.85	14.20	14.55	14.91	15.29	15.67	16.07
Program Specialist I	14.03	14.38	14.75	15.11	15.50	15.88	16.28	16.68
Program Support Specialist	16.83	17.25	17.68	18.12	18.58	19.04	19.52	20.00
Purchasing Agent	12.19	12.49	12.80	13.12	13.45	13.78	14.13	14.49
Receptionist						12.15	12.45	12.76
Recovery Home Resident Monitor	15.11	15.49	15.87	16.27	16.68	17.10	17.52	17.96
Resident Services Specialist	17.97	18.43	18.89	19.35	19.84	20.34	20.84	21.37
Resident Services Specialist in Training	16.80	17.22	17.65	18.08	18.54	19.00	19.48	19.97
Resource Clerk	14.64	15.01	15.38	15.77	16.17	16.57	16.98	17.41
Senior Family Service Worker	17.61	18.06	18.51	18.98	19.44	19.93	20.43	20.94
Site Lead Teacher					19.68	20.17	20.67	21.19
Site Lead Teacher EHS					19.68	20.17	20.67	21.19
Registered Alcohol & Drug Counselor	15.76	16.16	16.58	17.00	17.43	17.86	18.31	18.76
Registered Alcohol & Drug Counselor - Floater	15.76	16.16	16.58	17.00	17.43	17.86	18.31	18.76
Utility Aide					12.07	12.38	12.69	13.01
Weatherization Assessor	13.53	13.86	14.22	14.57	14.93	15.31	15.69	16.08
Weatherization Assessor/Worker II	18.49	18.96	19.43	19.92	20.42	20.92	21.44	21.99
Weatherization Assessor/Worker III	20.80	20.80	20.80	20.80	20.80	20.80	20.80	20.80
Weatherization Crew Leader	21.20	21.73	22.27	22.83	23.40	23.98	24.59	25.20
Weatherization Energy Audit Assessor	21.20	21.73	22.27	22.83	23.40	23.98	24.59	25.20
Weatherization Scheduler	12.88	13.20	13.53	13.86	14.22	14.57	14.93	15.31
Weatherization Specialist II	12.89	13.21	13.54	13.88	14.23	14.58	14.94	15.32
Weatherization Specialist III	20.05	20.55	21.07	21.59	22.13	22.69	23.25	23.84
Weatherization Warehouse Clerk	20.05	20.55	21.07	21.59	22.13	22.69	23.25	23.84
Youth Development Leader	19.06	19.54	20.03	20.53	21.04	21.57	22.11	22.66

APPENDIX “A 2”

UNION SALARY SCHEDULE AS OF 1/1/20

Blue highlight indicates range change

Classification	1	2	3	4	5	6	7	8
Account Assistant	13.03	13.36	13.70	14.04	14.38	14.75	15.11	15.49
Accountant I	18.31	18.77	19.24	19.73	20.22	20.73	21.24	21.77
Accountant II	23.94	24.53	25.15	25.78	26.43	27.08	27.76	28.45
Accounts Payable Technician	15.11	15.49	15.87	16.27	16.68	17.10	17.52	17.96
Accounts Receivable Clerk				13.45	13.78	14.13	14.49	14.85
Accounts Technician I	13.03	13.36	13.70	14.04	14.38	14.75	15.11	15.49
Accounts Technician II	14.34	14.71	15.07	15.44	15.83	16.23	16.64	17.06
Administrative Assistant/ETO	15.09	15.46	15.85	16.24	16.65	17.07	17.49	17.93
Admin Assist General Admin/Food Service	14.76	15.12	15.50	15.89	16.29	16.69	17.11	17.53
Administrative Assistant/Registrar	14.76	15.12	15.50	15.89	16.29	16.69	17.11	17.53
Assistant Project Manager	16.83	17.25	17.68	18.13	18.57	19.04	19.52	20.01
Associate Teacher					15.38	15.76	16.16	16.56
Associate Teacher Floater					15.38	15.76	16.16	16.56
Associate Teacher EHS					15.38	15.76	16.16	16.56
Associate Teacher Floater EHS					15.38	15.76	16.16	16.56
Attendance & Assessment Technician	17.97	18.43	18.89	19.35	19.84	20.34	20.84	21.37
Behavior Support Specialist	18.44	18.90	19.38	19.86	20.36	20.87	21.38	21.91
Bus Driver	16.65	17.07	17.50	17.94	18.38	18.85	19.31	19.79
Bus Driver Floater	16.65	17.07	17.50	17.94	18.38	18.85	19.31	19.79
Bus Driver I	17.47	17.90	18.35	18.82	19.28	19.76	20.26	20.77
Case Management Specialist I	17.97	18.43	18.89	19.35	19.84	20.34	20.84	21.37
Case Management Specialist II	23.36	23.94	24.53	25.15	25.78	26.43	27.08	27.76
Case Worker I							13.12	13.46
Case Worker II	13.64	13.99	14.34	14.70	15.07	15.44	15.83	16.22
Certified Alcohol & Drug Counselor I	16.45	16.87	17.31	17.75	18.19	18.65	19.11	19.59
Certified Alcohol & Drug Counselor I - Floater	16.45	16.87	17.31	17.75	18.19	18.65	19.11	19.59
with /BA or Educator Experience	17.27	17.72	18.17	18.64	19.10	19.58	20.07	20.57
with /BA or Educator Experience - Floater	17.27	17.72	18.17	18.64	19.10	19.58	20.07	20.57
Certified Alcohol & Drug Counselor II	17.61	18.06	18.53	19.00	19.48	19.96	20.46	20.97
with /BA or Educator Experience	18.49	18.96	19.45	19.95	20.45	20.96	21.48	22.02
with /BA or Educator Experience - Floater	18.49	18.96	19.45	19.95	20.45	20.96	21.48	22.02
Cook			13.23	13.56	13.90	14.25	14.60	14.97
Cook Aide							13.23	13.56
Data Coordination Specialist	19.54	20.03	20.53	21.04	21.57	22.11	22.66	23.23
Data Entry Technician	16.61	17.02	17.45	17.89	18.34	18.79	19.26	19.74

Disabilities Support Specialist	18.44	18.90	19.38	19.86	20.36	20.87	21.38	21.91
Early Childhood Ed Program Specialist	20.29	20.80	21.32	21.85	22.40	22.96	23.53	24.12
Eligibility Technician	18.09	18.55	19.02	19.49	19.98	20.48	20.99	21.51
Energy Conservation Specialist	13.59	13.94	14.28	14.64	15.01	15.38	15.77	16.16
Enrollment Counselor	14.03	14.38	14.75	15.11	15.50	15.88	16.28	16.68
Facility Technician Assistant	17.27	17.69	18.14	18.59	19.06	19.54	20.02	20.52
Facility Technician	21.51	22.05	22.60	23.16	23.74	24.33	24.94	25.57
Family Partner	16.48	16.89	17.31	17.76	18.20	18.65	19.12	19.59
Family Service Advocate	15.29	15.67	16.07	16.47	16.88	17.30	17.73	18.18
Family Service Worker I		13.27	13.61	13.95	14.30	14.66	15.02	15.32
Family Service Worker II	14.28	14.63	14.99	15.37	15.76	16.15	16.56	16.97
FCCP Specialist	20.29	20.80	21.32	21.85	22.40	22.96	23.53	24.12
Fiscal Analyst	19.02	19.49	19.98	20.49	21.00	21.52	22.05	22.60
General Aide/Helper I							13.01	13.34
Glass/WX Specialist	16.83	17.25	17.68	18.13	18.57	19.04	19.52	20.01
Home Assessment Specialist	13.53	13.86	14.22	14.57	14.93	15.31	15.69	16.08
Home Base Teacher	13.88	14.22	14.58	14.94	15.31	15.69	16.09	16.49
Home Base Teacher I	15.27	15.65	16.04	16.44	16.86	17.28	17.71	18.15
Home Base Teacher II	16.79	17.22	17.65	18.09	18.53	19.00	19.47	19.96
Inclusion Facilitator I	16.06	16.46	16.87	17.29	17.72	18.17	18.62	19.09
Inclusion Facilitator II	17.25	17.68	18.12	18.58	19.04	19.52	20.00	20.50
Inclusion Facilitator III	18.44	18.90	19.38	19.86	20.36	20.87	21.38	21.91
Instructional Assistant		13.21	13.54	13.88	14.23	14.58	14.94	15.32
Instructional Assistant Special Education	14.00	14.34	14.71	15.07	15.44	15.83	16.23	16.64
Intake/Outreach Worker							13.25	13.58
Kitchen Aide				13.19	13.52	13.85	14.19	14.54
Lead Bus Driver	17.86	18.31	18.76	19.24	19.72	20.20	20.71	21.23
Lead Family Service Worker	15.70	16.09	22.44	23.00	23.56	24.15	18.21	18.66
Lead Home Base Teacher	17.19	17.63	18.06	18.51	18.98	19.45	19.94	20.44
Lead Parent Involvement Aide	15.41	15.79	16.20	16.60	17.01	17.44	17.87	18.32
Lead Teacher					16.29	16.69	17.11	17.54
Lead Teacher EHS					16.29	16.69	17.11	17.54
Lead Teacher Floater					16.29	16.69	17.11	17.54
Lead Teacher EHS Floater					16.29	16.69	17.11	17.54
Lead Teacher I					17.91	18.36	18.82	19.29
Lead Teacher I EHS					17.91	18.36	18.82	19.29
Lead Teacher I Floater					17.91	18.36	18.82	19.29
Lead Teacher I EHS Floater					17.91	18.36	18.82	19.29
Lead Teacher II					19.70	20.19	20.69	21.21
Lead Teacher II EHS					19.70	20.19	20.69	21.21

Lead Teacher II Floater					19.70	20.19	20.69	21.21
Lead Teacher II EHS Floater					19.70	20.19	20.69	21.21
Leasing Agent	15.36	15.76	16.16	16.58	17.00	17.43	17.86	18.31
Maintenance Worker I	14.68	15.06	15.43	15.82	16.21	16.62	17.04	17.46
Maintenance Worker II	19.58	20.07	20.58	21.09	21.62	22.16	22.71	23.29
Mental Health Counselor	23.36	23.94	24.53	25.15	25.78	26.43	27.08	27.76
Mentor Teacher EHS					20.17	20.67	21.19	21.72
Mentor Teacher EHS					20.17	20.67	21.19	21.72
Occupational Skills Trainer	17.33	17.75	18.20	18.66	19.13	19.60	20.09	20.59
Office Clerk I					13.14	13.47	13.80	14.15
Office Clerk II			13.12	13.45	13.78	14.13	14.49	14.85
Parent Involvement Aide	13.28	13.62	13.96	14.31	14.66	15.03	15.40	15.79
Prenatal Home Visitor	16.48	16.89	17.32	17.76	18.20	18.65	19.12	19.60
Program Administrative Analyst	17.92	18.36	18.82	19.29	19.77	20.27	20.78	21.30
Program Aide				13.19	13.52	13.85	14.19	14.55
Program Assistant	13.52	13.85	14.20	14.55	14.91	15.29	15.67	16.07
Program Specialist I	14.03	14.38	14.75	15.11	15.50	15.88	16.28	16.68
Program Support Specialist	17.25	17.68	18.12	18.58	19.04	19.52	20.00	20.50
Purchasing Agent			13.12	13.45	13.78	14.13	14.49	14.85
Recovery Home Resident Monitor	15.11	15.49	15.87	16.27	16.68	17.10	17.52	17.96
Resident Services Specialist	17.97	18.43	18.89	19.35	19.84	20.34	20.84	21.37
Resident Services Specialist in Training	16.80	17.22	17.65	18.08	18.54	19.00	19.48	19.97
Resource Clerk	15.01	15.38	15.77	16.17	16.57	16.98	17.41	17.84
Senior Family Service Worker	18.06	18.51	18.98	19.44	19.93	20.43	20.94	21.46
Site Lead Teacher					20.17	20.67	21.19	21.72
Site Lead Teacher EHS					20.17	20.67	21.19	21.72
Registered Alcohol & Drug Counselor	15.76	16.16	16.58	17.00	17.43	17.86	18.31	18.76
Registered Alcohol & Drug Counselor - Floater	15.76	16.16	16.58	17.00	17.43	17.86	18.31	18.76
Utility Aide							13.01	13.34
Weatherization Assessor	13.53	13.86	14.22	14.57	14.93	15.31	15.69	16.08
Weatherization Assessor/Worker II	18.49	18.96	19.43	19.92	20.42	20.92	21.44	21.99
Weatherization Assessor/Worker III	20.80	20.80	20.80	20.80	20.80	20.80	20.80	20.80
Weatherization Crew Leader	21.20	21.73	22.27	22.83	23.40	23.98	24.59	25.20
Weatherization Energy Audit Assessor	21.20	21.73	22.27	22.83	23.40	23.98	24.59	25.20
Weatherization Scheduler		13.20	13.53	13.86	14.22	14.57	14.93	15.31
Weatherization Specialist II		13.21	13.54	13.88	14.23	14.58	14.94	15.32
Weatherization Specialist III	20.05	20.55	21.07	21.59	22.13	22.69	23.25	23.84
Weatherization Warehouse Clerk	20.05	20.55	21.07	21.59	22.13	22.69	23.25	23.84
Youth Development Leader	19.06	19.54	20.03	20.53	21.04	21.57	22.11	22.66

APPENDIX “A 3”

UNION SALARY SCHEDULE AS OF 1/1/21

Blue highlight indicates range change

<i>Classification</i>	1	2	3	4	5	6	7	8
Account Assistant			14.04	14.38	14.75	15.11	15.49	15.88
Accountant I	18.77	19.24	19.73	20.22	20.73	21.24	21.77	22.31
Accountant II	24.53	25.15	25.78	26.43	27.08	27.76	28.45	29.16
Accounts Payable Technician	15.49	15.87	16.27	16.68	17.10	17.52	17.96	18.41
Accounts Receivable Clerk					14.13	14.49	14.85	15.22
Accounts Technician I			14.04	14.38	14.75	15.11	15.49	15.88
Accounts Technician II	14.71	15.07	15.44	15.83	16.23	16.64	17.06	17.48
Administrative Assistant/ETO	15.09	15.46	15.85	16.24	16.65	17.07	17.49	17.93
Admin Assist General Admin/Food Service	14.76	15.12	15.50	15.89	16.29	16.69	17.11	17.53
Administrative Assistant/Registrar	14.76	15.12	15.50	15.89	16.29	16.69	17.11	17.53
Assistant Project Manager	16.83	17.25	17.68	18.13	18.57	19.04	19.52	20.01
Associate Teacher					15.76	16.16	16.56	16.97
Associate Teacher Floater					15.76	16.16	16.56	16.97
Associate Teacher EHS					15.76	16.16	16.56	16.97
Associate Teacher Floater EHS					15.76	16.16	16.56	16.97
Attendance & Assessment Technician	17.97	18.43	18.89	19.35	19.84	20.34	20.84	21.37
Behavior Support Specialist	18.90	19.38	19.86	20.36	20.87	21.38	21.91	22.46
Bus Driver	17.07	17.50	17.94	18.38	18.85	19.31	19.79	20.29
Bus Driver Floater	17.07	17.50	17.94	18.38	18.85	19.31	19.79	20.29
Bus Driver I	17.90	18.35	18.82	19.28	19.76	20.26	20.77	21.29
Case Management Specialist I	17.97	18.43	18.89	19.35	19.84	20.34	20.84	21.37
Case Management Specialist II	23.36	23.94	24.53	25.15	25.78	26.43	27.08	27.76
Case Worker II			14.34	14.70	15.07	15.44	15.83	16.22
Certified Alcohol & Drug Counselor I	16.45	16.87	17.31	17.75	18.19	18.65	19.11	19.59
Certified Alcohol & Drug Counselor I - Floater	16.45	16.87	17.31	17.75	18.19	18.65	19.11	19.59
with /BA or Educator Experience	17.27	17.72	18.17	18.64	19.10	19.58	20.07	20.57
with /BA or Educator Experience - Floater	17.27	17.72	18.17	18.64	19.10	19.58	20.07	20.57
Certified Alcohol & Drug Counselor II	17.61	18.06	18.53	19.00	19.48	19.96	20.46	20.97
with /BA or Educator Experience	18.49	18.96	19.45	19.95	20.45	20.96	21.48	22.02
with /BA or Educator Experience - Floater	18.49	18.96	19.45	19.95	20.45	20.96	21.48	22.02
Cook					14.25	14.60	14.97	15.34
Data Coordination Specialist	20.03	20.53	21.04	21.57	22.11	22.66	23.23	23.81
Data Entry Technician	17.02	17.45	17.89	18.34	18.79	19.26	19.74	20.24
Disabilities Support Specialist	18.90	19.38	19.86	20.36	20.87	21.38	21.91	22.46

Early Childhood Ed Program Specialist	20.80	21.32	21.85	22.40	22.96	23.53	24.12	24.72
Eligibility Technician	18.55	19.02	19.49	19.98	20.48	20.99	21.51	22.05
Energy Conservation Specialist			14.28	14.64	15.01	15.38	15.77	16.16
Enrollment Counselor	14.03	14.38	14.75	15.11	15.50	15.88	16.28	16.68
Facility Technician Assistant	17.69	18.14	18.59	19.06	19.54	20.02	20.52	21.03
Facility Technician	22.05	22.60	23.16	23.74	24.33	24.94	25.57	26.20
Family Partner	16.89	17.31	17.76	18.20	18.65	19.12	19.59	20.08
Family Service Advocate	15.67	16.07	16.47	16.88	17.30	17.73	18.18	18.63
Family Service Worker I				14.30	14.66	15.02	15.32	15.63
Family Service Worker II	14.63	14.99	15.37	15.76	16.15	16.56	16.97	17.39
FCCP Specialist	20.80	21.32	21.85	22.40	22.96	23.53	24.12	24.73
Fiscal Analyst	19.49	19.98	20.49	21.00	21.52	22.05	22.60	23.17
Glass/WX Specialist	16.83	17.25	17.68	18.13	18.57	19.04	19.52	20.01
Home Assessment Specialist		14.22	14.57	14.93	15.31	15.69	16.08	16.48
Home Base Teacher	14.22	14.58	14.94	15.31	15.69	16.09	16.49	16.90
Home Base Teacher I	15.65	16.04	16.44	16.86	17.28	17.71	18.15	18.61
Home Base Teacher II	17.22	17.65	18.09	18.53	19.00	19.47	19.96	20.46
Inclusion Facilitator I	16.46	16.87	17.29	17.72	18.17	18.62	19.09	19.56
Inclusion Facilitator II	17.68	18.12	18.58	19.04	19.52	20.00	20.50	20.50
Inclusion Facilitator III	18.90	19.38	19.86	20.36	20.87	21.38	21.91	22.46
Instructional Assistant					14.23	14.58	14.94	15.32
Instructional Assistant Special Education	14.00	14.34	14.71	15.07	15.44	15.83	16.23	16.64
Kitchen Aide						14.19	14.54	14.91
Lead Bus Driver	18.31	18.76	19.24	19.72	20.20	20.71	21.23	21.76
Lead Family Service Worker	16.09	22.44	23.00	23.56	24.15	18.21	18.66	19.13
Lead Home Base Teacher	17.63	18.06	18.51	18.98	19.45	19.94	20.44	20.95
Lead Parent Involvement Aide	15.79	16.20	16.60	17.01	17.44	17.87	18.32	18.78
Lead Teacher						16.69	17.11	17.54
Lead Teacher EHS						16.69	17.11	17.54
Lead Teacher Floater						16.69	17.11	17.54
Lead Teacher EHS Floater						16.69	17.11	17.54
Lead Teacher I						18.36	18.82	19.29
Lead Teacher I EHS						18.36	18.82	19.29
Lead Teacher I Floater						18.36	18.82	19.29
Lead Teacher I EHS Floater						18.36	18.82	19.29
Lead Teacher II						20.19	20.69	21.21
Lead Teacher II EHS						20.19	20.69	21.21
Lead Teacher II Floater						20.19	20.69	21.21
Lead Teacher II EHS Floater						20.19	20.69	21.21
Leasing Agent	15.36	15.76	16.16	16.58	17.00	17.43	17.86	18.31

Maintenance Worker I	14.68	15.06	15.43	15.82	16.21	16.62	17.04	17.46
Maintenance Worker II	19.58	20.07	20.58	21.09	21.62	22.16	22.71	23.29
Mental Health Counselor	23.36	23.94	24.53	25.15	25.78	26.43	27.08	27.76
Mentor Teacher EHS					20.67	21.19	21.72	22.26
Mentor Teacher EHS					20.67	21.19	21.72	22.26
Occupational Skills Trainer	17.33	17.75	18.20	18.66	19.13	19.60	20.09	20.59
Office Clerk II							14.13	14.49
Parent Involvement Aide			14.31	14.66	15.03	15.40	15.79	16.18
Prenatal Home Visitor	16.89	17.32	17.76	18.20	18.65	19.12	19.60	20.09
Program Administrative Analyst	18.36	18.82	19.29	19.77	20.27	20.78	21.30	21.83
Program Aide						14.19	14.55	14.91
Program Assistant	13.52	13.85	14.20	14.55	14.91	15.29	15.67	16.07
Program Specialist I	14.03	14.38	14.75	15.11	15.50	15.88	16.28	16.68
Program Support Specialist	17.68	18.12	18.58	19.04	19.52	20.00	20.50	21.01
Purchasing Agent					14.13	14.49	14.85	15.22
Recovery Home Resident Monitor	15.11	15.49	15.87	16.27	16.68	17.10	17.52	17.96
Resident Services Specialist	17.97	18.43	18.89	19.35	19.84	20.34	20.84	21.37
Resident Services Specialist in Training	16.80	17.22	17.65	18.08	18.54	19.00	19.48	19.97
Resource Clerk	15.38	15.77	16.17	16.57	16.98	17.41	17.84	18.29
Senior Family Service Worker	18.51	18.98	19.44	19.93	20.43	20.94	21.46	22.00
Site Lead Teacher					20.67	21.19	21.72	22.26
Site Lead Teacher EHS					20.67	21.19	21.72	22.26
Registered Alcohol & Drug Counselor	15.76	16.16	16.58	17.00	17.43	17.86	18.31	18.76
Registered Alcohol & Drug Counselor - Floater	15.76	16.16	16.58	17.00	17.43	17.86	18.31	18.76
Weatherization Assessor			14.22	14.57	14.93	15.31	15.69	16.08
Weatherization Assessor/Worker II	18.49	18.96	19.43	19.92	20.42	20.92	21.44	21.99
Weatherization Assessor/Worker III	20.80	20.80	20.80	20.80	20.80	20.80	20.80	20.80
Weatherization Crew Leader	21.20	21.73	22.27	22.83	23.40	23.98	24.59	25.20
Weatherization Energy Audit Assessor	21.20	21.73	22.27	22.83	23.40	23.98	24.59	25.20
Weatherization Scheduler					14.22	14.57	14.93	15.31
Weatherization Specialist II					14.23	14.58	14.94	15.32
Weatherization Specialist III	20.05	20.55	21.07	21.59	22.13	22.69	23.25	23.84
Weatherization Warehouse Clerk	20.05	20.55	21.07	21.59	22.13	22.69	23.25	23.84
Youth Development Leader	19.06	19.54	20.03	20.53	21.04	21.57	22.11	22.66

APPENDIX "B"



GRIEVANCE FORM

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances as quickly as possible without discrimination, coercion, restraint or reprisal against any employee or management representative who may be involved in a grievance or its resolution. Review your contract or contact your steward if you have questions regarding your grievance.

I verbally notified my supervisor of my complaint and the remedy sought on _____.
(Date/Time)

Employee's Name (*Print*) _____ Employee's Signature _____
Work Phone: _____ Division: _____
Office Location: _____ Classification: _____
Supervisor: _____ Supervisor's Phone #: _____
Date delivered to Supervisor and HR: _____ Steward _____

A copy of the grievance, and any response, at each stage of the grievance procedure, must also be delivered or emailed to Human Resources and the Union to ensure timely receipt and processing.

DESCRIPTION OF GRIEVANCE:

A. What happened? (*Briefly describe the problem, what happened, where, when, with whom.*)

B. When did it occur, or when did you find out? _____
(Date/Time)

C. Was a specific section of the contract violated; if so, what section?

D. Remedy sought:

APPENDIX “C”

SIDE LETTER AGREEMENT

Resource Clerks/Level III Bilingual Pay

There shall be no limit to the amount of Resource Clerks eligible to receive Level III Bilingual Pay. Resource Clerks shall be eligible to receive Level III pay upon passing of the English/Spanish Proficiency Exam AND provided they are able and willing to work irregular scheduled as assigned. In the event a Resource Clerk declines an irregular schedule more than three (3) times in a calendar year, such Resource Clerk shall be reduced to receiving Level II Bilingual pay.

Resource Clerks shall be assigned to irregular schedules as follows:

- The Resource Clerk assigned to Parent Involvement shall be individual primarily responsible for translation services at Policy Council meetings.
- For other meetings or events requiring an irregular schedule, volunteers shall be solicited first. If there are no volunteers, then Level II Resource Clerks shall be assigned to work irregular schedule on a rotating basis starting with the individual with the least overall seniority and ending with the individual with the most overall seniority.

An employee reduced to Level II Bilingual pay, and would like to again be eligible to receive Level III Bilingual pay, may request to receive such pay reinstated after nine (9) months have elapsed without a requirement to retest. In the event a request for reinstatement exceeds eighteen (18) months, proficiency testing will be required prior to authorizing the Bilingual Pay III.

It is not the intent of the parties to allow employees to opt in and out of Level III Bilingual Pay.

Letter of Agreement

The Employer agrees to refrain from inviting financial institutions and offering financial services to employees during open enrollment meetings.

APPENDIX “D”

SIDE LETTER AGREEMENT

Early Head Start (EHS) Co-Teacher II to Lead Teacher

As a part of consideration in these contract negotiations, and to assist in reducing vacancies in the Child Development Program, the parties agree to a new staffing pattern in Early Head Start (EHS). Effective October 8, 2018, classrooms would be staffed with two (2) Lead Teachers, rather than one (1) Lead Teacher and one (1) Co Teacher II.

Incumbent EHS Co-Teacher II's would be reclassified to the appropriate EHS Lead Teacher classification (LT, LT I, LT II), based on the incumbent's education and experience. Such reclassification will result in a salary increase equivalent to approximately 10%. A new ninety (90) day probationary period will be applicable to each incumbent reclassified.

Should an incumbent who is reclassified not pass his/her probationary work period, such employee will be assigned to a vacant HS or EHS Co Teacher II or HS or EHS Floater Co-Teacher II position, without the right to grieve his/her probationary failure. If an employee who is serving a promotional work period does not successfully complete probation in that position they shall have the right to a conference to discuss the reason with the President/CEO, or his/her designee, above the level of the Division involved.

This agreement is for this period of negotiations only and MAAC reserves the right to revert back to its prior staffing pattern of one (1) Lead Teacher and one (1) Co Teacher II when its recruitment challenges have been resolved should it deem it appropriate. In this event, no incumbent EHS Lead Teachers promoted through this agreement would be affected; it would only apply to newly hired individuals.

APPENDIX “E”

SIDE LETTER AGREEMENT

Retroactive Salary Increases

MAAC has a long established precedent of not providing retroactive increases when negotiating labor contracts.

As a part of the consideration in these contract negotiations, the parties agree that any retroactive increase provided in the successor agreement between MAAC and SEIU, Local 221, for the period of approximately October 23, 2018 – October 22, 2021, shall not be precedent setting and shall not be cited in any future negotiations between the parties as a precedent or past practice.