

AGREEMENT

Between

Communications Workers of America

LOCAL 9509

And

Service Employees International Union

LOCAL 221

February 1, 2016

Through

January 31, 2018

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AGREEMENT

This **AGREEMENT** is between the SEIU, Local 221, hereinafter called the Employer, and the Communications Workers of America, AFL-CIO, hereinafter called the Union. The **AGREEMENT** shall cover all operations of the Employer within San Diego County and contiguous Counties. The Employer agrees to be bound by the terms and conditions of this **AGREEMENT**. The Employer and the Union further agree that all employees shall be treated with dignity and respect.

ARTICLE 1 - PARTIES TO THE AGREEMENT

Section 1 – Operations Covered

The execution of the **AGREEMENT** on the part of the Employer shall cover all employees of the Employer in the bargaining unit at existing buildings, locations and at new buildings or locations and at any other new operations of the Employer within the jurisdiction of the Union in regards to wages, hours and other conditions of employment.

Section 2 – Employees and Classifications Covered

Classifications covered by this **AGREEMENT** are listed in **APPENDIX A**.

Section 3 – Successors and Assigns

This **AGREEMENT** shall be binding upon any successors, administrators or trustees of the Employer, for the life thereof. In the event that the entire operation is transferred to or taken over by any successors, administrator, or trustee, such operation of this **AGREEMENT** shall continue for the term as defined in ARTICLE 33. The Union shall be advised of the exact nature of any transaction as far in advance as possible.

Section 4 – Policies and Procedures

- a. The Employer reserves the right to establish policies and procedures necessary for the efficient operation of the Local, provided that they do not conflict with the provisions of this **AGREEMENT**.
- b. The Union reserves the right to negotiate over any workplace policies not explicitly covered by this **AGREEMENT** but effecting members of the

bargaining unit. The employer shall furnish the Union copies of said policies no fewer than thirty (30) days prior to their implementation.

Section 5 – Savings Clause

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

ARTICLE 2 - RECOGNITION, UNION SHOP AND CHECK-OFF

Section 1 – Recognition

The Employer recognizes and acknowledges the Union as the exclusive representative of all employees of the Employer in covered classifications.

Section 2 – Hiring

When the Employer needs additional employees, the Union shall be given equal opportunity with all other sources to provide suitable applicants. The Employer shall not be required to hire those referred by the Union.

Section 3 – Union Shop

All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members in good standing of the Union as a condition of employment on or after the thirty-first (31st) day following the beginning of their employment or on or after the thirty-first (31st) day following the effective date of this **AGREEMENT**, whichever is later. An employee who has failed to acquire, or thereafter maintain membership in the Union shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Union. The Union shall hold the Employer harmless and indemnify the Employer from any or all actions arising from the implementation of this section.

Section 4 – Dues Check-Off

The Employer agrees to deduct from the pay of all employees covered by this **AGREEMENT** the dues, initiation fees and/or uniform assessment of the Union. No deductions shall be made where prohibited by applicable law. Deductions shall be made from the first (1st) paycheck of the month and remitted to the Union prior to the end of the month. The Employer agrees to provide the Union a written list of all its employees covered by this **AGREEMENT** each month, including those newly hired and deleting those who are no longer employed. The dues rate for hourly employees is the equivalent of 2.25 hours pay, per

month. The dues rate for salaried employees is 1.33% of gross salary, per month.

ARTICLE 3 - NON-DISCRIMINATION

No employee or applicant for employment shall be discriminated against because of membership in the Union or Union activity. Neither the Employer nor the Union shall discriminate against any employee or applicant for employment covered by this **AGREEMENT** due to race, color, religion, creed, gender, national origin, age, political affiliation, marital status, veteran status, sexual identity, pregnancy, disability, or any other characteristic protected by law (except to the extent that the individual is unable to perform his or her job).

ARTICLE 4 - OTHER AGREEMENTS

The Employer agrees not to enter into any agreement or **AGREEMENT** with any employee covered by this **AGREEMENT**, individually or collectively, which in any way conflicts with the terms and provisions of this **AGREEMENT**. Any such conflicting agreement shall be null and void.

ARTICLE 5 - UNION RIGHTS

Section 1 – Stewards

The Employer recognizes the right of the Union to designate three (3) stewards and two (2) alternates from employees covered by this **AGREEMENT** at; one (1) steward and alternate for the clerical employees and two (2) stewards and alternate for the salaried employees. Upon advance request, the steward or designated alternate shall be permitted, as soon as practicable, reasonable time to investigate, present and process grievances during working hours both on and off the Employer's property without loss of pay. The Employer recognizes the right of the steward or designated alternate to be provided access to information relevant to a grievance or a complaint alleging a violation of this **AGREEMENT**. In the event information requested is deemed confidential to an employee, the Union shall secure written permission from the employee involved and present such permission to the Employer. The Employer further recognizes an employee's right to be given requested representation by a steward or the designated alternate at such time as the employee reasonably contemplates disciplinary action. The Employer also recognizes the steward's right to be given requested representation by the designated alternate at such time as the steward reasonably contemplates disciplinary action. The Employer shall grant the Union steward the right to discuss Union business with employees for reasonable period of time during working hours and on the Employer's premises. The Union shall provide

advance notice to the Employer of such meetings and agrees not to schedule meetings which conflict with scheduled Local 221 meetings requiring staff participation.

Section 2 – Union Visitation

Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the **AGREEMENT** is being adhered to, provided there is no interruption of the employee work schedule. The Union shall provide the Employer with a list of authorized representatives.

Section 3 – Posting

The Employer agrees to provide Union bulletin board(s) and suitable space for it in the workplace. Postings on it are to be confined to official business of the Union.

Section 4 - Leave for Union Activities

The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend the Union's convention or serve in any capacity on official Union business, providing sufficient advance notice is given to the Employer in writing. Leave under this provision shall not exceed ten (10) consecutive days. Consideration shall be given to the number of employees affected so there shall be no disruption of the Employer's operations.

Section 5 – Picket Lines

It shall not be a violation of this AGREEMENT, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross or work behind any lawful, primary picket line including at the Employer's place of business.

Section 6 - Member List

The Employer agrees to provide the Union a list of members in the bargaining unit quarterly (March, June, September and December) which includes their last reported home address and phone number, their work address and phone number, their rate of pay and date of hire.

ARTICLE 6 – MANAGEMENT RIGHTS

Except as specifically limited by an express provision of this Agreement, the Union recognizes and acknowledges that management exclusively has the sole right to:

- (a) Operate and administer its affairs, to direct the working force, to plan, direct and control operations;
- (b) Maintain order, discipline, profitability, efficiency, productivity, standards and service quality;
- (c) Determine the location of operations, the schedules of operations, the methods of production; determine job content, quality and quantity requirements; the qualifications of an employee to perform any particular job and a reasonable method to assess that performance;
- (d) Classify, layoff and recall employees and select employees for positions excluded from the bargaining unit;

ARTICLE 7 - BONDS

Should the Employer require any employee to give bond, any premium shall be paid by the Employer. The primary obligation to procure the bond shall be on the Employer.

ARTICLE 8 - BAIL

Section 1 – Bail

When an employee is arrested at the direction of the Employer in the performance of the Employer's business, the Employer shall pay all expenses related to the arrest, including, but not limited to, bail, attorney fees and fines. The employee shall be compensated for time spent away from work due to such arrest at their regular rate of pay. The Employer further agrees to assume all judgments and awards which result through court action against said employee. In the event an employee is subpoenaed as a witness in an Employer-related case, the employee shall be paid at the regular rate of pay and for all expenses incurred.

Section 2 – Indemnity

The Employer agrees to provide, without cost to the employee, the service of an attorney for legal representation, which is required due to the employee's good faith activities in the course of their duty and employment as an agent of the Employer.

Section 3 – Subpoenas

In the event an employee is subpoenaed as a witness in an Employer-related case, the employee shall be compensated for their time at the regular rate of pay and reimbursed for any other expenses they may incur.

ARTICLE 9 - JOB DUTIES

Section 1 – Assigning Of Work Duties

The Employer shall make known to each employee the duties they are expected to perform and from whom they are to receive their instructions. The Employer shall provide comprehensive training to each employee in order for staff to achieve competency in their job and to advance the goals of the Union. If there is a significant change in duties due to a reassignment or additions to their current assignments, employees shall receive training appropriate to their experience and the nature of the new responsibilities. SEIU and CWA shall form a committee to review current training availability and recommend what training should be offered as orientation to new employees. The committee shall meet immediately following the signing of this AGREEMENT.

Section 2 – Performance Evaluations

The Employer shall conduct the following written performance evaluations for each employee covered by this **AGREEMENT**:

- 1) For hourly at three (3) months, for salaried at three (3), six (6), and nine (9) months
- 2) Upon completing probation, at the conclusion of the first six (6) months for hourly, and first twelve (12) months of employment for salaried
- 3) Annually thereafter, which should correspond with the employee's anniversary (date of hire)
- 4) Performance evaluations will usually occur during the sixth and twelfth month of employment during the first year. Written performance evaluations will occur annually thereafter. The best effort will be made to meet these goals. If an employee has not received a written performance evaluation in accordance with the timeline set forth above, the employee may request such an evaluation form.

Section 3 – Safety

Employees who believe their personal safety could be threatened in neighborhoods where they are assigned to perform house visits alone, shall

notify their immediate supervisor. In such cases, employees will be assigned a partner and not be required to perform house visits alone. The refusal of an employee to conduct house visits alone will not constitute a charge of insubordination as it directly relates to concerns over safety.

All employees who travel regularly as part of their job description and duties will be provided a reimbursement of up to \$65.00 for a car safety kit. The car safety kit will be limited to supplies directly related to the safety and maintenance of their vehicle and itemized proof of such purchase will be required for reimbursement. Employees will be entitled to up to \$65.00 in reimbursements for maintenance of the car kit annually. As an alternative to the car safety kit, all employees who travel more than 100 miles a month as part of their duties and responsibilities will have the option of utilizing the \$65.00 reimbursement for the purpose of an AAA or similar membership annually, proof of membership purchase will be required for this reimbursement. Employees who participate in this reimbursement will also be required to sign a waiver of liability for use of such safety equipment or membership.

ARTICLE 10 - WRITTEN RECORD OF EMPLOYMENT DISCIPLINE

Section 1 – Discipline

The Employer agrees to counsel an employee regarding any potential discipline over an issue not covered by this AGREEMENT or the Employer's Policy and Procedures, prior to beginning progressive discipline.

- a. The employer agrees to follow steps below in accordance with progressive discipline.
 - 1) First Action: Written warning
 - 2) Second Action: Written warning, and/or up to one (1) week suspension without pay
 - 3) Third Action: Written warning and/or termination
- b. The principle of progressive discipline shall not be so rigidly applied so as to prevent SEIU 221 from imposing discipline up to and including termination for an employee's actions in certain circumstances.
- c. Any discipline to be rendered within 30 days of awareness.
- d. Upon presenting any written warning to any employee, the Employer shall give a copy of the written warning to the Union.

- e. A warning shall be removed from the employee's personnel file after eighteen (18) months if there is no discipline in the interim. Any notice or entry so removed shall not be used as the basis for any future discipline, and shall not be used against the employee in any grievance or arbitration proceedings.

Section 2 – Complaints

In the event that Local 221 determines that a member complaint could be the basis for disciplinary action, Local 221 will conduct an investigation of that complaint and report the results to the appropriate parties.

ARTICLE 11 - PERSONNEL FILES

Section 1 – Right to Review Personnel Files

An employee shall have the right, upon reasonable request, to review the contents of his/her personnel file. There shall be only one (1) personnel file per employee. A representative of the Union may, at the employee's request, accompany him/her in this review, or may review said file with written authorization from the employee.

Section 2 – Right to Respond to Derogatory Material

- a. Any material placed in an employee's file shall be dated and shown to the employee. Should any material derogatory to an employee's conduct, service, character, or personality be placed in his/her personnel file, the employee shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has been shown the material and does not necessarily indicate agreement with the contents.
- b. An employee shall have the right to answer any derogatory material of the type indicated in the paragraph above which is included in his/her personnel file and such answer shall be attached to the file copy.

ARTICLE 12 - LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee composed of three (3) representatives from the Union and two (2) representatives from the Employer.

Section 1 – Purpose of the Labor Management Committee

The mission of the Labor-Management Committee shall be to discuss issues of concern to either party such as: the correction of working conditions resulting in misunderstandings, the promotion of education, training and staff recruitment, the safeguarding of health and safety, technology and equipment. The committee will meet in order to promote harmonious working relations between the parties. The Labor-Management Committee shall meet as frequently as needed by mutual agreement and shall meet no less than four (4) times per year during the months of January, April, July and October.

Section 2 – Dignity and Respect

- a. The Employer and the Union are committed to support the practice of all employees interacting in a dignified and respectful manner at all times in the workplace. To memorialize this ongoing commitment the Employer agrees with the Union to give dignity and respect issues first priority at the Labor-Management committee meetings.
- b. Employees with dignity and respect concerns may be called upon to make presentations at these committee meetings. If it appears to be beneficial, a special facilitator may be brought in by the parties through a mutually acceptable process. The Employer and the Union understand that issues related to **ARTICLE 11** are not subject to the grievance procedure.

Section 3 – Workload

Workload distribution will be a regular agenda item at Labor-Management Committee meetings.

ARTICLE 13 - LEAVE OF ABSENCE

Section 1 - Educational Advancement

Employees are encouraged to attend labor studies classes, and seminars related to their employment. Where possible, work schedules shall be arranged in order for the employee to attend. To qualify for tuition, textbook and expense reimbursement, such classes and seminars must be submitted to the employee's supervisor. The President shall have final approval and the employee shall receive a response within 14 days of receiving the request. Approval shall not be arbitrarily or capriciously denied. The employee after receiving approval shall submit proper documentation and/or receipts for the cost of tuition, textbooks and related expenses for reimbursement.

Section 2 – Unpaid Leave

The employer will provide up to seven (7) weeks of job-protected, unpaid leave during any twelve (12) month period to eligible, covered employees for the following reasons: 1) birth and care of the eligible employee's child, or placement for adoption or foster care of a child with the employee; 2) care of an immediate family member (spouse, child, parent) who has a serious health condition; or 3) care of the employee's own serious health condition. It also requires that employee's group health benefits be maintained during the leave. The policy of maternity or paternity leave as mutually agreed will allow for an extended period of unpaid leave, as defined in such policy.

Section 3 – Catastrophic Leave Program

Vacation, personal, and compensatory days and up to two (2) days of sick leave credits per fiscal year may be transferred to the childcare reimbursement fund and/or from one (1) or more employees to another employee, on a day by day basis, upon the request of both the receiving employee and the transferring employee, and upon approval of the Employer, under the following conditions:

1. The receiving employee is required to be absent from work, due to injury or the prolonged illness of the employee, employee's spouse/domestic partner or child; has exhausted all earned leave credits, including but not limited to sick leave and holiday credits, and is therefore facing financial hardship.
2. The total vacation, personal, compensatory and sick leave credits received by an employee shall normally not exceed three (3) months; however, if approved by the President, the total vacation, personal, compensatory and sick leave credits may be up to six (6) months.
3. Total vacation, personal, compensatory and sick leave credits in excess of six (6) months shall be considered on a case by case basis subject to the approval of the President.
4. The transfers are irrevocable, except in the event of death and will be indistinguishable from other vacation, personal, compensatory and sick leave credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.
5. Transfers shall be administered to the rules and regulations of the President and made on a prescribed form. Approvals of the receiving and donating employee and appropriate supervisors shall be provided for on such form.
6. The Employer will continue to provide health, dental and vision insurance at no cost to the employee as long as she/he is in paid status with the Employer for at least eighty (80) hours per month or while on an

unpaid leave that requires that the Employer continue to pay for coverage, such as unpaid leave.

7. When an employee is on the payroll solely as a result of donated time, there shall be no further vacation, holiday, personal or sick leave time accrued to the employee.

Section 4 – Personal Leave

Unpaid leaves of absence may be granted those employees having served at least one (1) year with the Employer leave may be granted for a period up to but not to exceed one (1) year without pay or benefits. The leave, including the length of time off, shall be by mutual agreement between the employee and the President.

Section 5 – Bereavement Leave

- a. In the event of the death of a member of the employee's immediate family (husband, wife, child, mother, father, mother-in-law, father-in-law, brother or sister, legal guardian, step-mother, step-father, step-child, son-in-law, daughter-in-law, grandparent, grandchild, domestic partner, biological aunts, biological uncles, cousin, step-brother, step-sister, brother-in-law, sister-in-law) bereavement leave, without loss of pay, shall be granted for up to five (5) working days for a death within the state and seven (7) working days for a death requiring travel outside the state. The employee must have identified in writing to the Employer the name of his/her domestic partner prior to their death to qualify for this benefit.
- b. Funeral leave pay will only be made to employees for actual time spent away from work for the funeral or its arrangements. For example, if the funeral occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive paid time off in addition to paid funeral leave.
- c. All employees utilizing Bereavement Leave shall submit, within 30 days of use of leave, documentation to verify the need for leave. (Example: Funeral notice or pamphlet, obituary listing, death certificate)

Section 6 – Paid vs. Unpaid Status

An employee on paid leave shall continue to accrue vacation, holiday and sick leave as long as the employee remains on a paid status, excluding, donated catastrophic leave, provided in **ARTICLE 12**, Section 3.

Section 7 – School Visit Leave

School visit leave is up to five (5) work days each year taken by a parent, guardian, or grandparent having custody of one (1) or more children who are in school (pre-school through grade 12) or who is attending a licensed daycare facility to participate in the activities of the child's school or daycare.

Eligible employees desiring to take school visit leave must use any of their paid leave (vacation, comp, personal) days. Employees may not use sick leave for school visit leave.

The Employer may require the employee taking school visit leave to provide written documentation from the school or daycare facility evidencing the employee's participation.

ARTICLE 14 - SENIORITY

Section 1 – Accruing Seniority

- a. An employee's seniority shall begin accruing from the employee's date of hire by the Employer.
- b. Seniority shall not be affected by authorized leave of absence, sickness, injury, or layoff unless expressly permitted elsewhere in the **AGREEMENT**. Seniority for the purpose of calculating benefits and wage increases shall not accrue during periods of unpaid leave.

Section 2 – In the Event of a Layoff

In the event of a lay-off, seniority within a classification shall be the determining factor unless the Employer determines that there is a need for specific language proficiency.

Section 3 – Promotions

- a. Promotions shall be awarded on the basis of employee's seniority, merit, skill, and qualifications. Bargaining unit positions will be posted for a period of two (2) weeks prior to the filling of such position and management agrees to send an email advertising the opening to all bargaining unit staff at the beginning of the two-week period. (A promotion is defined as an increase in pay, with the exception of scheduled salary step increases.) Management reserves the right to advertise a vacant bargaining unit position externally during the two-week internal posting period.
- b. The Employer agrees to provide a Senior-in-Training program to any employee who has been promoted to a senior job classification. The employer

shall create goals and guidelines for the promoted employee to clarify expectations and encourage success.

ARTICLE 15 - JUST CAUSE

There shall be no discharge, suspension, or discipline except for just cause.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 1 – Grievance Definition

A grievance shall be defined as a dispute as to the interpretation or application of this **AGREEMENT**, discipline, or an alleged violation of the Employer's policies and procedures. All grievances shall be submitted in writing and shall describe the facts and circumstances, the Article(s) and Section(s) of the **AGREEMENT** alleged to have been violated, and shall specify the remedy requested.

Section 2 – Procedure and Process Steps

- a. A grievance may be filed by the Union or the employee within thirty (30) calendar days of the alleged violation or date of discovery. Any time limits noted herein may be waived by mutual written, i.e. email, fax, etc., agreement of the parties. If management fails to adhere to the timeframes listed in this Article, the Union may automatically advance the grievance to the next step. If the union fails to adhere to the timeframes listed in this Article, the grievance shall be considered stale. At the time discipline is presented, the employee and Union shall be entitled to receive a copy of any investigatory summary used to substantiate the discipline, as well as copies of any relevant past discipline or performance evaluations if used to support the discipline. "Investigatory summary" means a written summary of the Employer's investigation, if one exists. The Union shall have the right to request any additional information relevant to the processing of the grievance.
- b. Step 1 – Immediate Supervisor
 1. The immediate supervisor shall meet with the Union within ten (10) working days of notice to the Employer of such grievance.
 2. If the matter is not resolved in the Step 1, the Employer has ten (10) working days to provide a written response of its position and rationale to the Union and the grievant (if applicable). The Union and/or grievant may escalate the grievance to Step 2. The escalation from Step 1 to Step 2 shall be made by the Union

and/or grievant within ten (10) working days from the date of the written response from the Employer at Step 1.

c. Step 2 – Staff Director

1. In the event that the Staff Director is the immediate supervisor, the grievance may advance directly to Step 3.
2. The Staff Director shall meet with the Union and grievant (if applicable) within ten (10) working days of receipt of the grievance.
3. If the matter is not resolved in Step 2, the Employer has ten (10) working days to provide a written response of its position and rationale to the Union and the grievant (if applicable). The Union and/or grievant may escalate the grievance to Step 3. The escalation from Step 2 to Step 3 shall be made by the union and/or grievant within ten (10) working days from the date of the written response of the Employer at Step 2.

d. Step 3 – President

1. The President shall meet with the Union and grievant (if applicable) within ten (10) working days of receipt of the grievance.
2. If the matter is not resolved in Step 3, the Employer has ten (10) working days to provide a written response of its position and rationale to the Union and the grievant (if applicable). The Union and/or grievant may escalate the grievance to Step 4. The escalation from Step 3 to Step 4 shall be made by the Union and/or grievant within ten (10) working days from the date of the written response from the Employer at Step 3.

e. Step 4 – Review before State Mediation and Conciliation Services, SMCS

1. Failing settlement in Step 3, for grievances over suspension and termination, the union's request for mediation must be made in writing and submitted to the Staff Director. The Employer shall attempt to obtain the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) or, another mutually agreeable mediation service.

2. The Employer shall contact the mediator to schedule within fifteen (15) working days of the receipt of the request. The mediator will determine whether witnesses are necessary; formal rules of evidence shall not apply.
3. If the grievance is not resolved and if both parties agree, the mediator may be requested to provide an immediate oral opinion as to how he/she would rule at arbitration. Such opinion shall be advisory only. However, upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, including a brief statement of the reasons for the opinion. The parties acknowledge that all aspects of the mediation are confidential and shall not be admissible or used in any subsequent arbitration.
4. The fees and expenses of the mediator, if any, shall be shared equally by the parties.

e. Step 5 – Arbitration

The Union may escalate the grievance to binding arbitration. An arbitrator shall be selected by mutual agreement. The Union must request arbitration within thirty (30) calendar days of receipt of the President's denial of the grievance. An arbitrator shall be selected by mutual agreement. If the Employer and the Union cannot agree, they shall request a list of five (5) arbitrators from SMCS and alternately strike names until an arbitrator is selected.

Section 3 – Binding Decisions

The arbitrator's decision shall be final and binding.

Section 4 – Arbitrator Cost

The cost of the arbitrator shall be shared equally by the Employer and the Union.

Section 5 – Post-Hearing Brief Waiver

Post-hearing briefs may be waived by mutual agreement of the Union and the Employer.

ARTICLE 17 - MAINTENANCE OF STANDARDS

No employee shall suffer a reduction of wages, hours, benefits, or working conditions as a result of this **AGREEMENT**.

ARTICLE 18 - HOURS OF WORK

Section 1 – Applicable Laws

The Employer will comply with all applicable wage and hour laws.

Section 2 – Reporting Absence for Weekend Work

An employee who is unable to report for assigned weekend work shall call his/her supervisor at least one (1) hour before his/her scheduled assignment.

Section 3 – Crediting Comparable Hours of Work

- a. If an employee assigned to work and does work on a Sunday, such employee will receive one (1) day of compensatory time.
- b. For every three (3) Saturdays an employee is assigned to work and does work, the employee shall be credited with one (1) day of compensatory time. If an employee is assigned to work and does work an additional Saturday consecutively with any third Saturday, the employee shall receive one (1) compensatory day for each additional consecutive Saturday worked thereafter.
- c. If a salaried employee is assigned to work and does work on a holiday (as defined in Article 20) such employee will receive one (1) day of compensatory time. If an hourly employee is assigned to work and does work on a holiday such employee will receive two and a half (2 ½) times his/her regular rate of pay.
- d. Any compensatory time taken must be approved by the supervisor in advance. Employee request to take compensatory time shall not be unreasonably denied.
- e. Employees may accrue up to ten (10) days of compensatory time. Once an employee has accrued ten (10) days of compensatory time, no further compensatory time shall accrue until the balance is lowered. However, if the employee's request to use the accrued compensatory time is denied, or if in the opinion of the supervisor and the approval of the President, extraordinary circumstances require the continued presence of the employee at the work assignment, he/she shall continue to accrue compensatory time.

At the time of ratification of this agreement, compensatory time in excess of ten (10) days shall be converted to vacation time and added to the employee's vacation balance.

- f. Employees' compensatory time balances will be posted bi-weekly on the employee's pay stub.

ARTICLE 19 – JURY DUTY

An employee required to report for jury service or subpoenaed to appear, as a witness in a judicial proceeding, shall be excused from work for the time that he/she otherwise would have worked. The employees shall receive from the Employer pay equal to his or her normal pay.

ARTICLE 20 – SICK LEAVE

Section 1 – Accruing Sick Leave

Each employee after three (3) months of service with the Employer shall be entitled to twelve (12) days of paid sick leave per year, earned at the rate of one (1) day per month. This leave shall be earned before being granted. There shall be no limit from year to year of the days accumulated.

Section 2 – Sick Leave Usage

Employees may use sick leave days for illness/injury, care of children, spouse/domestic partner and for full day dental and doctor appointments provided reasonable notice is given where practicable.

Section 3 – Reporting Sick Leave

An employee who is sick shall call his/her supervisor no later than 9:00 A.M. on the day on which sick leave can be used.

Section 4 – Verification of Illness

Employees who are absent on sick leave for more than five (5) consecutive days may be required to provide verification of illness by a healthcare professional.

ARTICLE 21 – HOLIDAYS AND PERSONAL LEAVE DAYS

- a. Each calendar year, the Employer shall grant time off with pay for the following holidays: New Year's Day, Martin Luther King's Birthday, Cesar Chavez' Birthday, President's Day, Memorial Day, Independence Day,

Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas, New Year's Eve, and one Floating holiday to be taken at the employee' discretion.

- b. If an official holiday falls on a Saturday, the Friday preceding the holiday shall be the day holiday is observed. If an official holiday falls on a Sunday, the Monday following the holiday shall be the day the holiday is observed.
- c. If an employee is required and does work on any holiday(s) listed above, that employee will receive a compensatory day off.
- d. Effective on January 1st of the each calendar year each salaried employee shall be granted four (4) Personal Leave Days with pay. Unused Personal Leave Days are not paid off at the time of separation. Personal Leave Days must be used in the year in which they are accrued. However, if the employee requests to use any accrued Personal Leave Days within a reasonable time and is denied, he/she shall be able to roll over any such Personal Day into the next calendar year.

ARTICLE 22 – VACATION

Section 1 – Vacation Accrual

Employees are entitled to paid vacation. Upon the request of the employee, vacation pay shall be paid in advance of the employee's vacation. Vacation may be used as accrued and shall be earned as follows:

- 1) Two (2) weeks after one (1) year
- 2) Three (3) weeks after three (3) years
- 3) Four (4) weeks after seven (7) years
- 4) Five (5) weeks after ten (10) years
- 5) Six (6) weeks after fifteen (15) years

Section 2 – Accrual Limitation(s)

Employees may accrue up to twelve (12) weeks vacation time. Accrued vacation time shall be shown on the employee's paycheck. In the event that the employee is unable to arrange the time to use his/her vacation time due to workload restrictions or the Employer denies the request for vacation time the employee may elect to cash out up to two (2) weeks of vacation time. Once an employee has accrued twelve (12) weeks vacation time, no further vacation time shall be accrued until balance is lowered.

Section 3- Time Off Requests

Management will approve or deny time off requests within ten (10) business days from the date of the employee's request. If management fails to approve or deny the request in writing within the ten (10) business days, then the employee's request is automatically approved. This provision shall not apply to same day sick leave requests or emergency leave requests.

Section 4 – Vacation Usage

Employees must use at least one vacation period per year consisting of five (5) consecutive days. For purposes of this Article, five (5) consecutive days which include a holiday will qualify.

Section 5 – Optional Cash Out

Employees may elect to cash out accrued vacation hours in excess of four (4) weeks (160 hours) provided that they have met the requirement of Section 3.

Section 6 – Cash Out Upon Termination of Employment

In the event of termination, the employee shall receive payment for all earned, unused vacation on a pro-rata basis.

Section 7 – Operational Needs and Reimbursement

In unusual circumstances requiring the presence of staff for work needs, the Employer reserves the right to cancel pre-approved vacation or compensatory time leave. When this is necessary, the Employer will make every effort to accommodate the employee's needs and, failing to do that, the Employer will reimburse reasonable expenses incurred by the staff member.

Section 8 – Conversion

An employee may convert vacation leave to sick leave when an employee is ill on three (3) or more consecutive days of his/her vacation and provides a doctor's statement. The conversion of time from vacation to sick leave shall not serve to alter or extend the scheduled calendar time of the vacation period unless such extension or alteration is mutually agreeable between the employee and employer.

Section 9 – Accuracy of Leave Balances

The employer shall maintain the accuracy of all employee leave balances.

ARTICLE 23 – AUTOMOBILE ALLOWANCE AND EXPENSES

Section 1 – Allowance and Reimbursements

a. The employer shall provide salaried employees with a car allowance of three hundred and thirty-five dollars (\$335.00) per month. The Employer shall reimburse the employees for gas and oil expenses incurred in the course of their work. Tax liabilities on the car allowance shall be the responsibility of the employee.

b. Weekly mileage up to and including 198 miles shall be reimbursed at the rate of \$.17 per mile. Weekly mileage in excess of 198 miles shall be reimbursed at the new IRS rate.

c. All mileage reimbursement requests shall be presented to the employer within 30 calendar days after the close of the month in which the reported mileage takes place.

d. The Employer shall pay the employee for the reimbursement within 30 calendar days of submission.

Section 2 – Eligibility for Allowance

It is understood by the parties that in order to be eligible for the automobile allowance, the employee must possess (own, lease, or rent) an automobile in good working order for business use.

Section 3 – Auto Insurance and License

All employees who are required to drive their personal vehicle for business shall be required to provide evidence of liability insurance coverage on their automobile and proof of license.

Section 4 – Advance Auto Allowance

Non-Probationary salaried employees who so desire may request and receive an advance on their car allowance of up to one thousand and nine hundred and ninety-nine dollars (\$1999.00) for the purpose of making a down payment on a car or any repair work on their personal vehicle which amounts to more than one (1) month's car allowance. Employees who take advantage of said loan for the purpose of car repairs shall submit receipts for completed work in the amount of the loan. Such loans shall be returned in equal monthly reductions of the car allowance in an amount no less than \$75.00 (seventy-five dollars) per month over a period not to exceed eighteen (18) months. Employee loans must be paid in full at separation of employment.

Section 5 – Advance Auto Allowance Limitations

- a. Employees who use this loan for the purpose of making a down payment on a car shall use it only for the purchase of a Union made car.
- a. No employee may receive an auto loan more than two (2) times in five (5) years.

ARTICLE 24 – WAGES

Section 1 – Wage or Salary Step Increases

- a. Employees will be paid using the Wage or Salary Step Schedule as defined in Appendix A.
- b. Employees not at the maximum rate of their classification shall receive one (1) salary step increase on their anniversary date of hire.
- c. Employees promoted shall be placed on the step in their new classification that provides for an increase in pay and shall advance to the next step of their new wage schedule on their next anniversary date.
- d. The Wage or Salary Step Schedule (Appendix A) shall reflect a five (5%) percent difference between each step.

Section 2 - Bilingual Differential

- a. The Employer agrees to pay sixty dollars (\$60.00) per pay period to any employee who is required in the course of their assigned duties in that pay period, to use a second language provided that the employee demonstrates an oral and written fluency in the second language required.
- b. Any dispute concerning the Employer's determination of an employee's oral and written fluency in a second language shall be resolved by a qualified person using a mutually agreed to standardized test.
- c. Employees who are expected by their supervisor to do simultaneous translation during meetings shall receive a pay differential of sixty-nine (\$69.00) per pay period for the pay period in which the employee has performed the duty.

ARTICLE 25 – PENSION

Section 1 – Pension Fund

The Employer shall cover all employees under the Service Employees International Union Affiliates Pension Fund for the life of this **AGREEMENT**.

Section 2 – Voluntary Retirement Supplemental Account

The Employer agrees to administer Bargaining Unit participation in the Labor Union 401-K Plan with no obligation for Employer matching contributions.

**ARTICLE 26 – HEALTH AND WELFARE, DENTAL, EYE CARE, AND
PRESCRIPTION DRUG PLAN**

A Health and Welfare, Dental, Eye Care, and Prescription Drug Plan shall be provided and paid for by the Employer for all employees covered by this **AGREEMENT**. The employees shall be covered herein as follows:

Section 1 – Eligibility for Coverage

Health and Welfare, Dental, Eye Care, and Prescription Drug benefits shall be granted employees working eighty (80) hours or more per month.

Section 2 - Employer Contribution

The Employer agrees to pay for the following:

- a. The Employer agrees to pay for the following:
 - 1) Employee:
 - a) Kaiser Permanente
 - b) SEIU International Package
 - 2) Employee plus one:
 - a) Kaiser Permanente
 - b) SEIU International Package
 - 3) Employee plus two or more:
 - a) Kaiser Permanente
 - b) United Concordia Flex
 - c) Vision Plan of America
 - d) The employee will have the option to purchase the SEIU International Package. The employee is responsible for the difference in cost.
- b. Domestic Partner coverage is available with Kaiser Permanente and SEIU International Package.
- c. Employees must notify the Employer within thirty (30) days of any change in domestic circumstances which would result in a change in health, dental, vision, or prescriptions coverage (for instance, the addition of a child or the dissolution of a domestic partnership).

Section 3 – Proof of Insurance Coverage with an Outside Plan

For employees who possess a Health and Welfare Plan provided by a source other than Local 221, the Employer will provide sixty-five dollars (\$65.00) monthly in lieu of the Local 221 Plan. The employee will provide proof of coverage.

Section 4 – Alternative Benefit Plan

If the Employer and the Union agree on an alternative benefit plan, then such a plan shall be incorporated as part of this **AGREEMENT**.

ARTICLE 27 – CELL PHONE EXPENSES

Section 1 – Purpose

All employees in the bargaining unit are required to carry a cell phone for official business of the Employer during the workday.

Section 2 – Personal Cell Phone Reimbursement

Employees who use their personal cell phone for work shall receive a reimbursement of up to eighty dollars (\$80.00) per month, upon presentation of receipts for phone service. The eighty dollars (\$80.00) shall be the extent of the Employer's Liability to the employee for personal cell phone. All cell phone reimbursement requests shall be presented to the employer within 30 calendar days after the close of the billing cycle in which the reported cell phone usage has taken place.

Section 3 – Employer Provided Cell Phone

Employees who wish to use an employer issued cell phone shall be given a cell phone for official business and shall not qualify for the personal cell phone reimbursement as described in Section 2 of this article. Employees utilizing an Employer issued cell phone shall be responsible for any charges above the plan coverage including data, text, or other charges. Employees who exceed the allotted plan coverage shall be required to issue payment to SEIU 221 within 30 days of overuse. SEIU 221 agrees, after ratification of this agreement, to meet and confer with CWA 9509 to establish a policy for the use of an employer issued cell phone.

Section 4 – Reimbursement

The Employer shall pay the employee for the reimbursement within 30 calendar days of submission.

ARTICLE 28 CHILD CARE REIMBURSEMENT

- a. Effective October 1, 2002 the Employer will establish a Child Care reimbursement bank and contribute one thousand dollars (\$1,000.00) to the bank. In order to qualify for reimbursement and employee must be required to work before the hours of 8:00 a.m., after the hours of 6:00 p.m. on a regular workday, on a paid Holiday or on a weekend.
- b. Employees must complete and submit the Child Care reimbursement form in order to be reimbursed for such expenses, all child care reimbursement requests shall be presented to the Employer within 30 calendar days after the close of the month in which the child care was utilized.
- c. The Employer shall pay the employee for the reimbursement within 30 calendar days of submission.

ARTICLE 29 PROBATIONARY PERIOD

All newly hired field staff covered by this **AGREEMENT** shall serve a twelve (12)-month probationary period. Employees terminated during the probationary period shall not have recourse to Article 14, Just Cause and Article 15, Grievance Procedure. Hourly/support staff shall serve a six (6) month probationary period.

Organizers in Training who are placed in Local 221 through the WAVE program or any other program sponsored by the International Union and have uninterrupted service with Local 221 shall have their service time with Local 221 credited towards the twelve (12)-month probationary period.

ARTICLE 30 NO STRIKE

It is mutually agreed that, during the life of this **AGREEMENT** the Union will not authorize or engage in any strike or work stoppage.

ARTICLE 31 PROJECT STAFF

Temporary project staff hired during the current **AGREEMENT** shall, for the duration of a single defined assignment, be excluded from the bargaining unit. Temporary staff shall not be utilized in excess of six (6) months. Any exception to this policy will be mutually agreed upon by the Employer and the Union. Both parties agree that the intent of this clause is not to erode the bargaining unit or to displace the position of full-time staff. The Employer agrees to inform the Union of any such assignments, the number of temporary staff to be hired,

the expected duration of the assignments, and upon the request of the Union, meet and confer over the impact of these actions on the bargaining unit.

In the event a temporary employee becomes a successful bidder and is subsequently hired into a regular position, his/her seniority date shall be the date he/she was hired as a temporary employee

ARTICLE 32 REDUCTION IN FORCE

Section 1 – Notice

In the event the Employer determines that it is necessary to reduce the number of bargaining unit employees in a classification, the Employer agrees to provide the Union and the affected employee(s) thirty (30) days notice of such reduction. Such notice shall list all affected employees, including class title, seniority rating, and date on which the affected employees are to be laid-off.

Section 2 – Exceptions

The Employer may exempt from layoff any employee who possesses specific language proficiency necessary for their assignment.

Section 3 – Order of Layoff

- a. In the event of a lay-off, employees in the affected classification may volunteer to be laid off. If several employees volunteer, the most senior volunteer(s) shall be laid off.
- b. If no employees volunteer, the Employer will lay-off the least senior employee(s) in the affected classification.
- c. Any employee who is subject to a layoff within their classification but has previously held another position at SEIU 221 (or its legacy locals 535 and 2028), may elect to reclaim their previously held position, so long as their overall seniority with SEIU 221 (based on hire date) is higher than the least senior person in the previously held position AND so long as their previously held position is a currently active and non-vacant position within SEIU 221. Employees who bump into a previously held position shall move into the corresponding step as their current step on the wage scale, or their previously held step in that position, whichever is higher.
- d. All employees who wish to bump into a previously held position will have five (5) working days from the date of layoff notice to notify the Employer of their decision to bump, and they must issue this notice in writing to preserve their right to bump.

- e. Once a bumping notice has been received by the employer, newly affected employees shall receive their layoff notice no later than thirty (30) days from the date of reduction as per Section 1 of this Article.
- f. Employees who have completed their probationary period and are laid off shall be maintained on a recall list for one (1) year. Whenever job openings in the affected classification occur, these employees will be recalled on a seniority basis based on the date of hire. The recall offer for each employee shall remain in effect for two (2) weeks. If an employee refuses an offer of reinstatement three (3) times or fails to respond to an offer of reinstatement, their names shall be removed from the recall list.

ARTICLE 33 SEVERANCE PAY

Section 1 -- Eligibility for Severance Pay

- a. An employee of ninety (90) days service or more, who is laid off, shall be given two (2) weeks notice in writing or two (2) weeks pay in lieu thereof.
- b. This clause shall not apply when the discharge is for dishonest or such misconduct that requires immediate action.

Section 2 -- Separation, Notice and Leave Balances

- a. In the event an employee's services are terminated, the employee shall receive all earned but unused vacation pay, and compensatory time in addition to severance notice or pay, less any outstanding loan balance.
- b. An employee intending to resign shall give the Employer two (2) weeks notice of such intention and receive all earned but unused vacation pay and compensatory time

ARTICLE 34 TRAVEL

- a. Employer-mandated travel for any duration exceeding ten (10) calendar days will be preceded by advance notification of at least five (5) business days.
- b. Employees whose traveling assignment exceeds twenty-one (21) calendar days will be allowed to return home for two (2) calendar days at the expense of the Employer before resuming the assignment.
- c. Employer-mandated overnight travel will always include lodging at

the expense of the Employer. Generally, lodging will be double occupancy except as otherwise appropriate. Employees may prefer single-occupancy lodging. In such cases, the employee shall reimburse the Local one-half (1/2) of the room rate.

- d. Per diem in the amount of fifty dollars (\$50) per day will be paid for the duration of the assignment up to twenty-one (21) calendar days at a time. The per diem will be provided prior to departure.

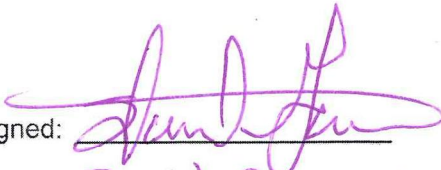
ARTICLE 35 LENGTH OF AGREEMENT

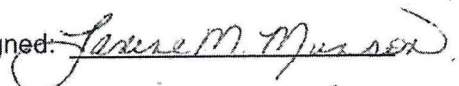
Section 1 – Effective Date


This AGREEMENT shall be effective February 1, 2016 through January 31, 2018.

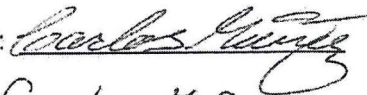
Employer: SEIU Local 221

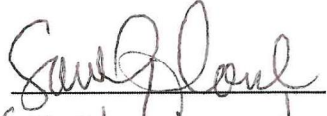
Union: CWA Local 9509

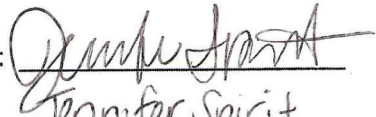
Signed: 
Name: David Garcias
Title: President, SEIU 221


Signed: 
Name: Janine M. Munson
Title: Staff Representative

Signed: 
Name: Micheella Bursian
Title: Staff Director, 221

Signed: 
Name: Carlos Muñoz
Title: District Steward

Signed: 
Name: Sarah Loud
Title: Div. Advocacy, Research

Signed: 
Name: Jennifer Spirit
Title: Steward Sr. Advocacy Organizer

Signed: ^{for}  (SK)
Name: NORMA WHITAKER
Title: MEMBERSHIP COORDINATOR

Appendix A

Office Assistant	2016 (2%)	2017 (2%)
Starting Rate	\$16.85	\$17.19
Step 1-Mid Year	\$17.69	\$18.05
Step 2 Year: 1	\$18.58	\$18.95
Step 3, Year: 2	\$19.51	\$19.90
Step 4, Year: 3	\$20.48	\$20.89
Step 5, Year: 4	\$21.51	\$21.94
Step 6, Year 5:	\$22.58	\$23.03
Step 7, Year 6:	\$23.71	\$24.18

Accountant	2016 (2%)	2017 (2%)
Starting Rate	\$20.26	\$20.66
Step 1-Mid Year	\$21.27	\$21.70
Step 2 Year: 1	\$22.33	\$22.78
Step 3, Year: 2	\$23.45	\$23.92
Step 4, Year: 3	\$24.62	\$25.12
Step 5, Year: 4	\$25.85	\$26.37
Step 6, Year 5:	\$27.15	\$27.69
Step 7, Year 6:	\$28.50	\$29.07

Membership Coordinator	2016 (2%)	2017 (2%)
Starting Rate	\$18.13	\$18.49
Step 1-Mid Year	\$19.03	\$19.41
Step 2 Year: 1	\$19.98	\$20.38
Step 3, Year: 2	\$20.98	\$21.40
Step 4, Year: 3	\$22.03	\$22.47
Step 5, Year: 4	\$23.13	\$23.60
Step 6, Year 5:	\$24.29	\$24.78
Step 7, Year 6:	\$25.50	\$26.01

**Organizers,
Worksite Organizers,
Political Organizers**

2016 (2%)

	Hourly	Yearly	Bi-Weekly
Starting Rate	\$22.42	\$46,632.77	\$1,793.57
Step 1-Mid Year	\$23.54	\$48,964.41	\$1,883.25
Step 2 Year: 1	\$24.72	\$51,412.63	\$1,977.41
Step 3, Year: 2	\$25.95	\$53,983.26	\$2,076.28
Step 4, Year: 3	\$27.25	\$56,682.42	\$2,180.09
Step 5, Year: 4	\$28.61	\$59,516.54	\$2,289.10
Step 6, Year 5:	\$30.04	\$62,492.37	\$2,403.55

Senior Organizer:

2016 (2%)

	Hourly	Yearly	Bi-Weekly
Step 1, Year: 1	\$28.03	\$58,301.57	\$2,242.37
Step 2 Year: 2	\$29.43	\$61,216.65	\$2,354.49
Step 3, Year: 3	\$30.90	\$64,277.48	\$2,472.21
Step 4, Year: 4	\$32.45	\$67,491.35	\$2,595.82
Step 5, Year: 5	\$34.07	\$70,865.92	\$2,725.61

**Organizers,
Worksite Organizers,
Political Organizers**

2017 (2%)

	Hourly	Yearly	Bi-Weekly
Starting Rate	\$22.87	\$47,565.42	\$1,829.44
Step 1-Mid Year	\$24.01	\$49,943.69	\$1,920.91
Step 2 Year: 1	\$25.21	\$52,440.88	\$2,016.96
Step 3, Year: 2	\$26.47	\$55,062.92	\$2,117.80
Step 4, Year: 3	\$27.80	\$57,816.07	\$2,223.69
Step 5, Year: 4	\$29.19	\$60,706.87	\$2,334.88
Step 6, Year 5:	\$30.65	\$63,742.22	\$2,451.62

Senior Organizers

2017 (2%)

	Hourly	Yearly	Bi-Weekly
Step 1, Year: 1	\$28.59	\$59,467.60	\$2,287.22
Step 2 Year: 2	\$30.02	\$62,440.98	\$2,401.58
Step 3, Year: 3	\$31.52	\$65,563.03	\$2,521.65
Step 4, Year: 4	\$33.10	\$68,841.18	\$2,647.74
Step 5, Year: 5	\$34.75	\$72,283.24	\$2,780.12